



# Making Waves Academy

## September Board Meeting

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### Date and Time

Thursday September 10, 2020 at 10:30 AM PDT

### Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/84775481330?pwd=eExrVXhCNkFiZTlXWTdESGkvTGJVZz09>

**Passcode: 637777**

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833

Webinar ID: 847 7548 1330

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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](mailto: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.
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- 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.
- **While meetings are held virtually, speakers must submit a request to speak before 9:00 AM on the day of the board meeting.**
  - To submit your public comment, **send your full public comment in email to emartinez@mwacademy.org** in English or Spanish.
  - Your submission should 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).
  - All submitted public comments will be read out loud during the board meeting.
- 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.

[CLICK HERE to access agenda in Spanish](#)  
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## 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**

**D. Closed Session**

Public Employee Performance Evaluation (Gov. Code section 54957(b)(1).)

Title: Chief Executive Officer

**II. Standing Reports**

**A. Compliance to Excellence: Remarks by Board President**

Topics to be Covered:

- New Academic Year
- Distance Learning
- Phased Approach

**B. Mission Connection: Insight on Phased School Reopening**

Video reflections from members of the community about the launch of the school year.

**C. Deep Dive: School Reopening Plans**

Discussion with: Alton B. Nelson Jr., Chief Executive Officer, Elizabeth Martinez, Chief of Staff, and Dr. Evangelia Ward-Jackson, Senior School Director about the school relaunch plans and phases.

**D. Senior School Director Written Report**

**Items to be covered in report:**

- Overview of school year launch
- Deans' Office approach during distance learning

**E. CEO Report**

**Topics to be Covered:**

- Overview of current charter landscape in regards to instruction during COVID-19

**F. Chief of Staff and Acting Director of Human Resources Report**

**Topics to be Covered:**

- Introduction of new and promoted MWA employees

- Overview of MWA's Health and Safety Plan and Training

**G. Q&A on Written Finance Report (CFO)**

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

**H. ASB Written Update**

Written update regarding the Associated Student Body.

**III. Non-Action Items**

**A. 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
- Advisory Committees
  - Finance
  - Diversity and Inclusion
  - Audit
  - Climate & Culture

**B. Building a Virtual School: An IT Perspective**

Board will have an opportunity to ask questions of employees involved in building the technology systems needed to operate a virtual school.

Panelists to Include:

- Carmen Velarde, Compliance and Data Systems Administrator
- Athena Draper, Director of IT
- Michael Williams, Director of Applied Technology

**C. Learning Continuity and Attendance Plan Public Hearing**

First public hearing for the Learning Continuity and Attendance Plan for 2020-2021.

**IV. Action Items**



- A.** Board Minutes: June 18, 2020 Board Meeting
- B.** Accept Minutes for Committees and Advisory Committees
- C.** Approve Minutes for Special Board Meetings
- D.** Set Special Board Meeting Date: Learning Continuity and Attendance Plan Hearing Part 2
- E.** Unaudited Actuals  
Board reviews the unaudited budget actuals.
- F.** Cross Country Ed Contract  
Contract renewal for special education services as needed.
- G.** Declaration of Need for Certificated Employees  
Board reviews a declaration that there is an insufficient number of certificated persons who meet the school's specified employment criteria.
- H.** Education Protection Account (EPA)  
The spending plan must be approved by the governing board during a public meeting. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.
- I.** T-Mobile Hotspots  
Internet hotspots for staff and faculty during distance learning.  
Fiscal Impact: \$
- J.** Vendor Invoices (May 2020 – July 2020)  
Vendor invoices from the months of May to July 2020.  
Fiscal Impact: \$2,292,550.14

**V. Consent Action Items**

Combined Fiscal Impact: \$61,539

- A.** CircleUp Ed Renewal  
Contract renewal for consultant who supports MWA with Diversity, Equity and Inclusion initiatives.  
Fiscal Impact: \$43,589.20
- B.** Microsoft License Renewal  
Renewal of Microsoft Office licenses for MWA.

Fiscal Impact: \$11,125.00

**C. Newsela Renewal**

Fiscal Impact: \$6,825.00

**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 2020-2021**

Remaining Regular Board Meeting Schedule for 2020-2021

- October 15, 2020
- December 10, 2020
- February 4, 2021
- March 11, 2021
- May 6, 2021
- June 17, 2021

**B. Adjourn Meeting**

# Coversheet

## Mission Connection: Insight on Phased School Reopening

**Section:** II. Standing Reports  
**Item:** B. Mission Connection: Insight on Phased School Reopening  
**Purpose:** FYI  
**Submitted by:** Evangelia Ward-Jackson

**BACKGROUND:**

Today, by way of video, we will learn about the start of school experience from a new Wave-Maker (25th Waver), a new parent, and a new teacher.

# Coversheet

## Deep Dive: School Reopening Plans

**Section:** II. Standing Reports  
**Item:** C. Deep Dive: School Reopening Plans  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Markers for Phased-in Approach to On-site Learning\_ewj\_9.9.20.pdf



# Markers for Phased-in Approach to On-site Learning

2020-21

MWA's markers toward on-site learning is grounded in the belief that we must be prepared for multiple scenarios for learning and be flexible enough to move between them quickly while optimizing for *safety, rigorous instruction, and social-emotional well-being.*

This document explains the markers and conditions by which Making Waves Academy transitions from one phase of our school relaunch plan to the next.

*At any time, we may return to distance learning if the markers of Phase 1 are met.*

<b>WIDESPREAD</b> Most non-essential indoor business operations are closed.	<b>More than 7</b> Daily new cases (per 100k)	<b>More than 8%</b> Positive tests
<b>SUBSTANTIAL</b> Some non-essential indoor business operations are closed.	<b>4-7</b> Daily new cases (per 100k)	<b>5-8%</b> Positive tests
<b>MODERATE</b> Some business operations are open with modifications.	<b>1-3.9</b> Daily new cases (per 100k)	<b>2-4.9%</b> Positive tests
<b>MINIMAL</b> Most business operations are open with modifications.	<b>Less than 1</b> Daily new cases (per 100k)	<b>Less than 2%</b> Positive tests

1

100% DISTANCE LEARNING

- County is in the **PURPLE** category
- There's a Covid-19 related death in the community
- Insufficient staffing available
- State 5% rule is triggered

1b

LIMITED OUTDOOR ATHLETICS & FACULTY ON-SITE

- County is in **RED** category or better
- Completed training & signed agreements on MWA safety protocols & consequences
- Conditions for hosting on-site athletics are in effect

2

LIMITED ON-SITE ENGAGEMENT

- County is in **RED** category or better
- Internal & external facilities outfitted for safety; sanitation protocols in effect
- Completed safety & emergency training for all staff & students
- Minimum staffing to operate safely is met

3

HYBRID MODEL

- West County is at **ORANGE** or better
- Confident liability risk is not unacceptably high
- Covid-19 testing schedule, and daily questionnaire ready to go
- Parent/ guardian agreements are signed
- Minimum staffing to operate safely is met

4

FULL ON-SITE LEARNING

- State and county clearance met to reopen schools fully
- Academy Board resolution to reopen

# Coversheet

## Senior School Director Written Report

**Section:** II. Standing Reports  
**Item:** D. Senior School Director Written Report  
**Purpose:** Discuss  
**Submitted by:** Evangelia Ward-Jackson  
**Related Material:** September\_School Board Report.pdf

### BACKGROUND:

The September Board Report sharing a reflection on the launch of the 2020-21 school year and zooms in on school climate and student experience from the lens of Holistic Support Services, which includes an overview of social-emotional learning efforts, an introduction to how Advisory is being used, and a spotlight on the work of our Deans of Students office.

### RECOMMENDATION:

I recommend that the Board engages the document and shares any questions or comments that might arise during the Q&A discussion time.



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# Board Report

## School-Wide

## Board Report - September 2020

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### From the Senior School Director's Desk

Dr. E. Ward-Jackson

We have officially launched the 2020-21 school year remotely! I am very proud of what we have accomplished as a school community over the past several months. Strategically planning to leverage the summer weeks by working to implement learnings from our spring semester distance learning experience, simultaneously planning for all areas of school relaunch, and participating in key professional development has proven to be the right course as we have launched an outstanding start to the school year. I think it is important to distinguish the difference between launching the school year remotely, and starting the school year with distance learning. When I say we launched the school year remotely, I am referring to the elements entailed in starting a successful school year, such as registering and enrolling students, onboarding and inducting new teachers and staff, hosting professional development, collaboration and teaming, planning for orientations, systems, schedules, and hosting retreats and community building among the adult community--this year, 100% of these efforts occurred virtually. Additionally, we were able to support the successful implementation of the technology plan, instructional materials plan, and meals distribution plan. We transitioned to utilizing new technologies, new applied technology programs, new schedules, and new programmatic compliance requirements that will allow for a smooth transition to our refined approach to distance learning that optimizes for safety, rigorous instruction, and social-emotional well-being. The two activities (launch of the school year and distance learning) go hand in hand. From the perspective of being a success indicator of our school's response to operating during a global pandemic, we were able to prioritize the strategy for each in such a way that has prepared our school community for a very strong opening of the 2020-21 school year.

On August 17, 2020, we welcomed 168 5th Grade students (the 25th Wave) to Making Waves Academy, and on the following day we welcomed all of our returning Wave-Makers. For over a decade, Making Waves Academy has been a safe harbor for our students and for the broader community, a pillar of hope and security amid the uncertainty of life outside of the school's walls. Our community has supported one another through inclement weather, bereavement, and the impacts of social injustices, illnesses, and all matters of obstacles. Our community has also united through our traditions, hosting acclaimed college and career fairs, celebrating literacy during My Very Own Library, awkwardly swaying to the music during the 8<sup>th</sup> grade dance, and cheering together in the stands with Bob Marlin during athletic events, to name a few. The culture of Making Waves Academy is not fully dependent upon a building, nor upon being together in the same physical place. We have learned and experienced that the culture of Making Waves Academy lives within the spirit of our mission, in our students and families, in the hearts of our educators, and in the unwavering commitment of our leaders and supporters. Although we are not able to be together within the same walls, the strength of our community continues to envelop our students and staff in the familiar safety and comradery that defines what it truly means to be a Wave-Maker. Because this is true, despite how different having a remote start with distance learning is, many elements of our program are experienced by our Wave-Makers as "business as usual". We remain committed to the 4R's: Rigor, Relevance, Results, and Relationships, and accordingly, we have experienced high engagement and a strong sense of



## Board Report - September 2020

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community from our newest Wave-Makers, as well as a strong sense of voice and agency from our returning Wave-Makers.

We have shared previously that while launching the school year, we are simultaneously introducing a new organizational chart, and our new one-school model, as well as the implementation of the first year of our new WASC cycle and development of the brand new Local Continuity and Attendance Plan (LCP). Today, I would like to introduce that we have additionally started the first year of implementation for our new Making Waves Strategic plan. The Strategic Plan for Making Waves, which outlines our three-phase expansion strategy, is well underway. Following a presentation from Jon Siapno, our Director of College and Career Counseling, to faculty and staff during August Professional Development (PD), community members expressed enthusiasm for the plan, particularly for how Making Waves is aiming to position itself as a direct resource to neighborhood schools. Christine Dougan, our Associate Director of College and Career Counseling, and Ateris Adams, our Associate Director of Alumni Engagement, have been working closely with our partners at CAP, our college success program, to align our efforts around alumni engagement and a new metric we will be tracking, organization-wide: Estimated College Completion (ECC) rates. Michelle Chan, our Academic Advising Coordinator, has arranged our master schedule to ensure a guaranteed and viable offering where all upper school students can fulfill their a-g requirements upon graduation, in addition to optimizing our rosters for seamless transitions between all phases of our pandemic school relaunch plan. Melissa Macho, our Student Activities Coordinator, is now housed within College and Career Counseling and has committed to bringing a vibrancy to our community at the place where student engagement overlaps with student dreams and aspirations. Lastly, we are thrilled to have our Career Services Coordinator position filled by Peter Le, who has previously served as the Program Manager for the California School-Based Health Alliance, where he supported 17 school-based health centers across West Contra Costa County.

In the following pages of this report we will delve deeper into some of the programming that braids together the start of the school year, our school climate, and a programmatic element of our strategic plan. In our Holistic Support Services overview and Deans of Students spotlight, you will explore and understand some of the challenges, problem-solving, and bright spots associated with social-emotional learning, our new advisory program, and our response to student support and discipline needs.

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### Holistic Support Services Overview

Brandon Greene, Director of Holistic Support Services

### Holistic Support Services Overview

The Center for Holistic Support Services has had a successful lift-off on our 2020-21 relaunch plans during the first two weeks of the school year. Our Deans and Social Workers are serving as critical primary points of contact for students and families needing clarity and support on how to access essential school-based services such as meal pick-up days and times, how to obtain IT support, how to initiate school-based mental health services, and are serving as linchpin referral sources for all inquiries related to navigating interdepartmental support requests.

Our team is proud of the intensive work being done to create and implement daily, synchronous social-emotional learning (SEL) and holistic development offerings for all Wave-Makers via the Advisory period. We strive to create a predictable daily routine and ritual for students where relationship building and forming social connections with peers and teachers is the focus. We prioritize creating fun, experiential, inquiry and reflection based interactive sessions intended to alleviate our community's sense of social isolation during this COVID-19, systemic racial injustice, and wildfire crisis impacted time. Core elements of each daily Advisory period offering include the following:

- a. **Opening activity** to transition students mindfully into the period (e.g. highlight a motivational quote or practice a mindful minute)
- b. **Daily check-in** to elevate all student voices (e.g. emotional "weather report", reflection on accomplishments or goals for the week, discuss what you are looking forward to or are most excited about for the day, etc.)
- c. **Content or lesson for the day** to teach, model and reinforce skills and competencies for student holistic development (e.g. practicing coping strategies, identifying school-based social support networks, practicing outreach for support, developing organization and time management skills, etc.)
  - i. Content examples include: Focus on the domains of *Preparing the Mind for Success and Competition (PMSC)* and the *Collaborative for Academic and Social-Emotional Learning* (Self-Awareness, Relationship Skills, Cognitive Construction, Life Dream & Self-Management, Responsible Decision Making, & Social Awareness)
- d. **Brief activity** (e.g. "minute-to-win it", guess the celebrity baby picture, & announcements and shoutouts)
- e. **Closing** (e.g. "mindful minute", breathing exercise, or thoughtful transition to the next period)

## Board Report - September 2020

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Our first week of Advisory content focused on personal introductions, highlighting our revamped Advisory period format, relationship building and establishing connection points between peers and teachers. Our second week of Advisory focused on the theme of “We are Here for You” and provided explicit orientations for all students to our comprehensive holistic support infrastructure. Students were introduced and oriented to the roles of all departmental leaders, and reviewed critical contact information in order for students to conveniently access services from each department as needed or as desired. Students were also taught *Notice. Talk. Act.* protocol in order to provide them with the most efficient and effective methods of seeking and receiving help and support for themselves and others.

Our revamped Advisory format embodies the scope of what a robust universal Holistic support infrastructure looks like in meeting the academic, behavioral, and social-emotional needs of all students. Advisory serves as an essential touch point and platform for delivering interdepartmental support to all students. After months of collaboration, we have finalized our Year-at-a-Glance scope and sequence for Advisory, and have aligned Advisory themes and topics with Holistic Support Service Professional Development (PD) offerings to develop the social-emotional competencies of teachers so that we are learning and growing together as a community. In the weeks ahead, we look forward to convening representative leaders from all departments to further build out our weekly Advisory calendar offerings to ensure that our approach is systematic, incremental, developmental, and collaborative, in alignment with standards and best practices of the school counseling profession.

We are pleased to share that after our first two weeks of Social-Emotional Learning and holistic development via the Advisory period, over 90% of all Wave-Makers report enjoying their daily Advisory experience.

Beyond Advisory, our Dean of Students Department is prioritizing focusing on attendance monitoring and re-engagement efforts in accordance with requirements of our Learning Continuity and Attendance Plan (LCP). By working closely with our Registrar, Senior Director of Academic Instruction, and Data and Assessment teams, we have curated the following approach to attendance during distance learning:

Our Deans of Students have also created an addendum to the Campus Life Guidebook that reflects necessary modifications to our behavior management system for distance learning environments as follows:

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Behavior Infraction Categories	Teacher & Administrative Support Interventions
<p><b>Level 1: Procedural</b> behaviors that affect <i>only the student</i> exhibiting the behavior</p> <p><b>Examples:</b> <i>Being off task, not following Technology/Zoom etiquette policies</i></p>	<ul style="list-style-type: none"> <li>● Reminder of expectation</li> <li>● Provide warning and redirect behavior</li> <li>● Student to complete a restorative reflection form</li> <li>● Restorative conversation</li> <li>● Parent/Guardian will be contacted</li> </ul> <p style="text-align: center;"><u><i>*All Interventions are entered into EdClick</i></u></p>
<p><b>Level 2: Self-Management</b> behaviors in the classroom or extended learning space that interfere with the learning of others</p> <p><b>Examples:</b> <i>cheating/academic dishonesty, inappropriate screen names, etc.</i></p>	<ul style="list-style-type: none"> <li>● Student to complete a restorative reflection form</li> <li>● Parent/Guardian will be contacted</li> <li>● Zero credit for all incidents related to academic dishonesty</li> <li>● <b>Repeat behavior:</b> Mute, turn off video, place in waiting room.</li> <li>● <b>Repeat behavior:</b> Parent/guardian shadow students will be requested</li> <li>● <b>Repeat behaviors:</b> Request Parent/Guardian shadow student while on ZOOM</li> <li>● <b>Repeat behaviors:</b> will be referred to Dean of Students</li> </ul> <p style="text-align: center;"><u><i>* All Interventions should be entered into EdClick</i></u></p>
<p><b>Level 3: Disruptive</b> behaviors that negatively affect an orderly environment</p> <p><b>Examples:</b> <i>Profanity and/or abusive language, loud background music</i></p>	<ul style="list-style-type: none"> <li>● Call Parent/Guardian</li> <li>● <b>Repeat behavior:</b> Mute, turn off video, place in the Zoom waiting room.</li> <li>● <b>Repeat behaviors:</b> Parent/guardian shadow of student will be requested</li> <li>● <b>Severe disruptive behaviors</b> will be referred to Dean of Students</li> </ul> <p style="text-align: center;"><u><i>*All Interventions should be entered into EdClick</i></u></p>
<p><b>Level 4: Aggressive</b> behaviors that impact the <i>physical and/or mental safety</i> of others and/or are illegal</p> <p><b>Examples:</b> <i>Threats, harassment, display of illegal weapons/objects, drugs, etc.</i></p>	<ul style="list-style-type: none"> <li>● Behavioral Plan Meeting</li> <li>● Loss of privileges</li> <li>● Restorative Projects/Assignments</li> <li>● Parent Meetings/Conferences</li> <li>● Formal conference with Senior School Director</li> <li>● Suspension</li> <li>● Possible expulsion</li> </ul>

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Our social workers and clinicians have engaged intensive collaborations to align their approach to obtaining and documenting consent for clinical and therapeutic services. They are partnering closely to engage an extensive guardian outreach campaign to well over 100 families to establish critical connections and lines of communication between guardians and their childrens' school-based mental health providers. As part of this outreach, social workers and clinicians are reviewing goals of therapy and services, training families on how guardians can support the therapeutic process from home, and confirming and documenting consent for services. Documentation practices for students receiving clinical services are being streamlined and consolidated for collaboration purposes and ease of reference for the Center for Holistic Support Services team. A central focus of our approach to clinical services this year will be to align and integrate services between the clinicians and Social Workers to ensure that all students needing services are receiving them in a timely manner.

Our deans and social workers are working harder than ever to provide a continuum of care for our students and families in distance learning/COVID-19 modified environments that is congruent with their experience with MWA's rich tradition of delivering high quality proactive and responsive wrap-around student support services for in-person environments. Additionally, our team is working relentlessly to address the unique challenges associated with the global crises of this season. All of our work will continue to be guided by our larger WASC goals to develop and refine vertically aligned programs to support all learners, to refine holistic support that builds all students' capacity for graduation and success beyond high school, and to create safe, inclusive, and high performing environments for all students and adults.

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### Dean of Students Office Spotlight

Eric Mingo, Senior Dean of Students

#### What?

During remote learning the Deans of Students (DOS) has provided behavioral interventions and supports to address misaligned behavior, ranging from low level infractions (not keeping computer camera on) to the more severe infractions (ZOOM bombing). Thus far, <sup>1</sup>ZOOM bombing has been the major disruptor that has impacted the process of learning and student engagement. As a result of this behavior, students and teachers have felt vulnerable and, at times, unsafe depending on the nature of the ZOOM bombing. The DOS Department has provided support and interventions for approximately 12-15 ZOOM bombing incidents between grades 8th-12th. With each incident investigated we've learned that some MWA students have given out their login and password information via social media to students that attend different schools. As a result non-MWA students are logging into ZOOM accounts under different aliases and using vulgar language during class, while in some cases simultaneously playing loud profanity laden music in the background. Another layer to this behavior is that as we continue to triage and identify supports there may be reason to conclude that some of the ZOOM bombers may not be connected to MWA. The behaviors associated with these untraceable *ghost accounts* have further prompted collaboration between the Holistic Services Support Team, Senior Director of Academic Instruction, and the IT and Applied Tech (AT) Teams in an effort to help problem solve in support of our Wave-Makers and faculty.

#### So What?

In response to these behaviors and to support our teaching staff, the Deans have pushed into teacher classrooms to observe student behaviors, have sent out automatic telephone messages (ATM's) and delivered parent letters to inform the community of these behaviors and to solicit support. Also, Mr. Nelson sent out communications to faculty, families, and to students regarding how ZOOM bombing will not be tolerated and the associated consequence of the behavior and Dr. Ward Jackson addressed expectations in a video to students. To effectively respond to the remote learning environment, our approach to behavioral management remains the same, but has been slightly modified to meet student and teacher support needs. Ranges of interventions to support remote learning include, but are not limited to:

- Have student complete a restorative reflection form
- Call Parent/Guardian
- Restorative conversation

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<sup>1</sup> ZOOM bombing- An unwanted, disruptive intrusion of a video conference call.

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- Zero credit for all incidents related to academic dishonesty (e.g., plagiarism)
- **Repeat behavior:** Mute, turn off video, place in waiting room.
- **Repeat behavior:** check in with grade level team regarding strategies to support student
- **Repeat behaviors:** Request Parent/Guardian shadow student while on ZOOM
- **Severe or Repeat behaviors:** Refer to Dean of Students
- Potential expulsion from Making Waves Academy

If a student is removed from a ZOOM class due to ongoing disruptive and/or egregious behavior, the student is provided with work to ensure that the students' educational needs are continuing to be met. In addition, teachers will check in with students during office hours and asynchronous instruction to ensure that students have the support they need. If there are any concerns related to student safety, abuse, or neglect there is ongoing support administered by the Holistic Support Services team via our *Notice. Talk. Act.* protocol.

### Now What?

Given the community impact of ZOOM bombing the Deans will continue to push into and observe classrooms to offer proactive classroom management support and will continue to meet with teachers and grade level teams to hear concerns, to flag emerging student behavioral issues, and to offer responsive interventions accordingly. The DOS are engaging ongoing collaborations with the IT Department to provide clarity on the Zoom security needs and experiences of teachers and students, and to identify preventative applications that can stop unauthorized and unidentifiable users from accessing and disrupting Zoom class sessions. As a result of these collaborations, the IT team will soon be piloting a more secure Zoom access platform via Clever that requires traceable mwa student email accounts to gain access. With these proactive and responsive measures and consistent ongoing messaging around ZOOM expectations and behavioral interventions we are certain that we will create a more safe and accountable teaching and learning environment for our students and faculty.

# Coversheet

## CEO Report

**Section:** II. Standing Reports  
**Item:** E. CEO Report  
**Purpose:** Discuss  
**Submitted by:** Alton B. Nelson Jr.  
**Related Material:** CEO Report\_MWA Board Report\_SEP 2020\_ABN.pdf

**BACKGROUND:**

Please see my perspectives related to the launch of the 2020-21 school year as well as my goals for the year.

**RECOMMENDATION:**

NA





# MWA Board Report

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**September 2020**

## MWA Chief Executive Officer Report

Alton B. Nelson, Jr.

### WHAT

To **Re-open the Campus** we are optimizing for the following three areas:

1. *Safety*
2. *Teaching and learning*
3. *Social-emotional development and support*

Dr. Ward-Jackson is continuing to orient her leadership team and staff around these three important aims. As stated in our last board meeting, we need to plan for a variety of phases to best support students while also being responsive to our three areas of optimization. I continue to pay attention to state, local, and national reporting, as well as conversations with colleagues, to inform our decisions and the iterations of our plans.

A challenge continues to be ongoing and almost weekly changes to requirements by the state and by the CA Department of Education. Recent examples include a change from the countywide watch list to a more nuanced tiered system with different and less restrictions at each tier (<https://covid19.ca.gov/safer-economy/#reopening-data>). While providing for more flexibility for businesses and schools, it also heightens the responsibility to make good decisions. We will need to be confident in our cohort model for students and adults, our campus safety protocols, and our notification protocols in the event a student, staff member, or parent contracts the virus.

The **School-wide Reorganization** process has started in earnest as all of the key senior leaders have been hired or promoted (or filled in the interim by internal candidates) into senior leader positions. The plan to move to a school-wide structure “feels” better as it is clear that we are under one leader, with one vision and one system. Under the new plan, Dr. Ward-Jackson has six direct reports, providing her more time, ultimately, to focus on big picture levers and impact. Newly configured teams and leaders need more time to adjust to new roles and responsibilities, and time to learn how to work together. Early successes include alignment and focus on teaching and learning practices and systems. However, there are still areas of growth in communication. For example, what triggers communication and at what level of urgency should it occur.

**The Impact of Distance Learning and Working** is mixed. We all miss working on campus, seeing students daily, and working alongside our colleagues. Even more so, the cumulative effect, for our students and staff, is a sense of isolation. It is important that we keep this as a top priority to continue to monitor and address. Its importance cannot be underestimated.



# MWA Board Report

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## SO WHAT

- **Social-emotional Support.** We have to continue to pay attention to how students, staff, and parents are doing and do what we can to provide supports and/or referrals to resources to try to meet everyone where they are. If the fabric of relationships and overall well-being deteriorate, it has an impact on the community in a variety of ways – from decision-making to more significant outcomes related to self-harm and distress. Recent national discussion has centered on students' need for both peer and adult interaction.
- **Systems and Communication.** Despite many long-standing relationships within the community – both personal and professional – we must continue to monitor system responsiveness and communication. Our “early warning systems” rely on having timely information to inform what we are doing, how we are doing it, and at what level of urgency we are doing it. One might predict that working remotely would diminish the kinds of issues that come up in the workplace, but the opposite is true. Strong communication competency and trust is required when you have less information to inform perceptions and experiences, which typically come from body language and other forms of non-verbal cues. It is important that we pay attention to this as we could be in Phase 1 and 2 for long portions of the year.

## NOW WHAT

- **Metrics.** Develop metrics with MWA leadership to help us monitor our optimization areas of safety, teaching and learning, and social-emotional development & support.
- **Training & Support.** Provide for regular intervals of training for supervisors and key leaders and routine check-ins to assess how calibrated we all are on communication norms and professional expectations.
- **Strategic Plan.** Work with Patrick (MWF CEO) and MWA and CAP senior and exec leaders to work on and monitor the progress of the strategic plan and Year 1 milestones.
- **Compliance Requirements.** Continue to monitor updates from the Governor and the CA Department of Education on changes and updates on expectations and requirements related to funding, school opening conditions and criteria, and reporting expected.
- **Campus Opening Decisions.** Executive leadership and the Board will have to be deliberate and thoughtful in supporting decisions to allow for full or partial reopening of the campus. Still to be resolved is the potential exposure to liability for board members and executive leaders if families or staff file lawsuits related to the impact of COVID and school operations. In addition, the politicization of charters suggests we are vulnerable to public opportunistic attacks that could muddy the pathway for renewal in a couple of years.



# MWA Board Report

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## Goals for 2020-21

1. Discuss, develop, and agree on definitions, goals, and metrics in a set of cascading MOCHAs (a delegation framework – Managers, Owners, Contributors, Helpers, and Approver) in the areas of:
  - a school-wide instructional philosophy
  - innovation in teaching and learning practices
  - social emotional development practices
  - insights into the experiences of our Black stakeholders at MWA (students, parents, staff, and alumni)
2. Co-lead the Strategic Plan Program Committee, with Patrick, to meet Year 1 milestones and goals of the new strategic plan. Examples include expanding college access education back to earlier grades at MWA (e.g. as early as 5<sup>th</sup> grade) with targeted programming for parents and students and identifying unique instructional practices and innovations to be able to share with others.

While relatively straightforward, these two goals are interrelated and comprehensive. They are responsive to stakeholder feedback in 2019-20, the strategic plan development process, and the joint letter Patrick and I composed making commitments, institutionally, to address systemic racism and racial equity.

# Coversheet

## Chief of Staff and Acting Director of Human Resources Report

**Section:** II. Standing Reports  
**Item:** F. Chief of Staff and Acting Director of Human Resources Report  
**Purpose:** Discuss  
**Submitted by:** Elizabeth Martinez  
**Related Material:** COS\_MWA Board Report\_September 2020.pdf

### BACKGROUND:

The report provides insight into the scope of work led by the Chief of Staff and Acting Director of Human Resources. In addition to the standing report, you will find a list of new employees (Appendix C) and an updated organizational chart highlighting promoted leaders (Appendix D) for the 2020-2021 school year.



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# Board Report

Chief of Staff and Acting Director of Human Resources

## September 2020

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### **Elizabeth Martinez**

Chief of Staff and Acting Director of Human Resources

#### **Data and Administration Team Overview**

Over the summer, Making Waves Academy (MWA) made significant progress in its reorganization efforts towards a one-school model and right-sizing the Central Office. To better support the school, we reorganized key positions in the Central Office under my leadership. For my initial report, I will provide an overview of the team with a focus on the Human Resources department. Over the course of the year, I will highlight different areas of the team's work and provide you with a steady data stream.

#### **Human Resources -- Assistant Director of Human Resources, Fe Campbell**

Supports the employee cycle from onboarding to offboarding including benefits administration, employee relations, training and development for supervisors, credentialing support, and employee policies.

#### **Central Office Management and Marketing -- Office Manager & Marketing Assistant, Ashley Yarbrough**

Manages Central Office operations and culture-building activities such as monthly All-Hands and weekly Strawberry Talks including modification of these activities from in-person to virtual. New this year is MWA-based marketing support such as uniform templates for signage, documents, and newsletters along with digital displays and website refreshers.

#### **Data and Assessment -- Director of Data and Assessment, Kara Alhadeff**

As a result of the pandemic, state testing did not take place last academic year. Therefore, the Director of Data and Assessment is working closely with the Senior Director of Academic Instruction and Directors of Academic Instruction (Humanities & Math/Science) to administer math and reading diagnostics in addition to identifying tools to assess learning loss related to distance learning.

#### **Compliance and Data -- Compliance and Data Systems Administrator, Carmen Velarde**

Supports state reporting and system maintenance for PowerSchool, student enrollment, grades, schedules and other student data. Played a pivotal role in the integration of multiple systems to launch the school year virtually.

#### **Registrar & Attendance -- Registrar, Josefina Sanchez**

Supports with the tracking and monitoring of students attendance including state reporting and compliance. During distance learning, the team is supporting participation tracking for students and partnering with the dean of students office to identify students who are not participating regularly in distance learning.

## September 2020

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### **Focus Area: Human Resources During a Pandemic**

For the first time in many years, the nature of Human Resource (HR) policies are changing at an astronomical rate. Historically, policies are created or amended to draw clear boundaries between personal affairs and professional obligations but those boundaries are harder to draw when the personal and professional aspects live in the same environment. The pandemic has shuttered offices across the globe creating an almost exclusive work-from-home environment for most employees. It is estimated that at the height of the shut down, nearly 50% of employees were working from home. With this change, a myriad of policies had to be enacted particularly for sectors like ours who don't traditionally offer work-from-home options on a regular basis. New policies created to address the current working conditions include telework agreements, essential personnel identification and notification, and most recently a Health and Safety Plan. The policies work together to define remote work expectations, identify which employees are required on site, and to reduce the spread of COVID-19 respectively.

Given where we are in our reopening plans, I will place special emphasis on our Health and Safety Plan which was shared with all MWA employees on August 14th (Appendix A). Over the course of the last six months, one thing has remained consistent; our employees' number one concern is their own safety and the safety of our students. We continue to be asked, how will we keep employees safe? Our response remains the same, we cannot guarantee safety due to the unpredictable nature of this virus. However, we do have a responsibility to enact all reasonable measures to reduce the spread of COVID-19 amongst our employees.

The Health and Safety Plan was authored through a combination of sources including but not limited to state guidelines and requirements, local county health guidance, Centers for Disease Control guidance, and Cal-OSHA requirements. It covers four primary areas: visitor access to campus, health screenings, testing/reporting, and hygiene/sanitation practices. The plan is extensive and a great example of the amount of regulations that schools are required to follow if they return for in-person instruction.

The expectation for schools is that we operationalize the requirements of the plan but we must also train all of our employees, students, and families before we return to in-person instruction. To date - all employees have signed an acknowledgement of receipt for the policy and 97% of employees have completed the training, our goal is 100%. I am working closely with the Dean of Students Office and the Director of School Culture and Family Engagement to ensure that they provide the training to students and families respectively. Prior to sharing the policy and training with employees, I asked them to rate their level of confidence in our ability to execute a Health and Safety Plan and I polled them again following the training (Appendix B). I am happy to report that following the training, employees held a stronger understanding of our role in reducing the spread of the virus on our campus. I would anticipate similar data with our students and families.

Overall, our employees have been very receptive and flexible during this time. There is a steady increase in communication from employees directly to HR which is critical in the absence of face-to-face interactions. Employees are asking clarifying questions as a way to understand our policies better and they are sharing their concerns more openly. This increase in communication has been instrumental in the creation of new policies and I am confident that this will continue as we head further into the fall semester.

## Appendix A



# **Health and Safety Plan & Policy for COVID-19 2020-2021**



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## Introduction

It is the policy of Making Waves Academy (“The School”) to take all reasonable measures to prevent the spread of the novel coronavirus disease (“COVID-19”) among students and staff. In accordance with this policy, The School is temporarily implementing health and safety measures to mitigate the spread of COVID-19, to be used when The School is allowed to resume in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing the other measures can make up for the absence of another. This Policy includes both mandatory measures (using terms “shall” or “will”) as well as recommended measures intended to guide decisions in light of practical limitations.

This Policy is based on guidance provided by the Centers for Disease Control, the California Department of Education, the California Department of Public Health, and several county public health officials. The Governor and each county public health official is vested with the authority to impose health and safety standards, which may vary by locality in response to different local conditions. The School will, as necessary, consult with their county health officer, or designated staff, who are best positioned to monitor and provide advice on local conditions to individually determine whether more or less stringent measures are necessary to align with the applicable public health order.

This Policy constitutes the COVID-19 Infection Control Plan for each Charter School worksite. Prior to resuming in-person instruction, the Chief of Staff & Acting Director of Human Resources (or their designee) shall perform a comprehensive risk assessment of all work areas and work tasks in accordance with guidance from the California Department of Public Health (“CDPH”) and this Policy. The following staff member(s) is (are) responsible for implementing this Policy at the School:

**Elizabeth Martinez**

**510-227-9856**

**[emartinez@mwacademy.org](mailto:emartinez@mwacademy.org)**

The School offers distance learning as an alternative to in-person instruction. Distance learning will also remain available for students who would be put at risk by an in-person instructional model once in-person instruction resumes. For example, students with a health condition, students with family members with a health condition, students who cohabitate or regularly interact with high-risk individuals, or individuals, or are otherwise identified as “at-risk” by the parents or guardians are students whose circumstances otherwise merit distance learning.

## Limited Campus Access

- The School will allow only necessary visitors and volunteers on The School campus and limit the number of students and staff with whom they come into contact.
- The School will exclude from the campus any employee, student, parent, caregiver or visitor who refuses to take or does not pass a Wellness and Temperature Screening.
- Students excluded from campus on the basis of an elevated temperature or other COVID-19 related symptoms shall be provided with distance learning opportunities to support their academic success to the greatest extent possible during exclusion.
  - Exclusions from campus will be documented in the student's attendance record.
- Students and employees who are well but who have a household member that has been diagnosed with COVID-19 are directed to notify their teacher or the principal, respectively, and The School will work with them to ensure that CDC-recommended precautions are followed.
- If allowed on campus, any community groups and other third-party users of campus facilities shall be subject to applicable health and safety plans and restrictions.
- Health and safety standards and procedures shall be applied equally to all users of a public school campus that is subject to a co-location arrangement.
- The School will minimize close contact between students, staff, families, and the broader community at arrival and departure through one or more of the following methods:
  - Designate routes for entry and exit, using as many entrances and exits as can be supervised appropriately to decrease crowding at entry and exit points.
  - Instruct drivers to remain in their vehicles, to the extent possible, when dropping off or picking up students. When in-person drop-off or pick-up is needed, only a single parent or caregiver should enter the facility to pick up or drop off the child.
  - Require adults entering campus for in-person pick-up or drop-off to wear a face covering.
  - Provide supervision to disperse student gatherings during school arrival and departure.
  - Maximize space between students and between students and the driver on school buses and open windows to the greatest extent practicable. The School will ensure each bus is equipped with extra unused face coverings on school buses for students who may have inadvertently failed to bring one.
  - Minimize contact at school between students, staff, families and the community at the beginning and end of the school day. The School will prioritize minimizing contact between adults at all times.
  - Stagger arrival and drop off-times and locations as consistently as practicable as to minimize scheduling challenges for families.
  - Designate routes for entry and exit, using as many entrances as feasible.
  - Implement health screenings of students and staff upon arrival at school.

## Wellness Checks and Temperature Screenings

- **COVID-19 Symptoms.** Currently, the CDC has identified the following as potential symptoms of COVID-19:
  - Fever or chills
  - Cough
  - Shortness of breath or difficulty breathing
  - Fatigue
  - Muscle or body aches
  - Headache
  - New loss of taste or smell
  - Sore throat
  - Congestion or runny nose
  - Nausea or vomiting
  - Diarrhea
- **In-person wellness checks** administered under this policy shall:
  - Confirm that the subject has not experienced COVID-19 symptoms in the prior 24 hours or potentially been exposed to COVID-19, by soliciting the following information:
    - Have you had any one or more of these symptoms today or within the past 24 hours? Are these symptoms new or not explained by another reason?
      - Fever or chills
      - Cough
      - Shortness of breath or difficulty breathing
      - Fatigue
      - Muscle or body aches
      - Headache
      - New loss of taste or smell
      - Sore throat
      - Congestion or runny nose
      - Nausea or vomiting
      - Diarrhea
    - Do you live in the same household with, or have you had close contact with, someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus?
    - **Close contact means being within six feet of someone, unmasked, for more than 15 minutes at one time.**
    - Have you traveled outside of the country in the past 14 days?
  - Be conducted safely and respectfully, and in a manner that maintains physical distancing within lines, by providing multiple screening entries into the campus if possible.
- In-person wellness checks do not need to be performed by a nurse or other health professional.

- **Home Screening (Students).** Parents shall be instructed to screen their student before leaving the house for school. Before leaving the house, a parent should confirm that the student has a temperature below 100.4 degrees Fahrenheit and does not exhibit any other COVID-19 symptoms.
  - Any student who has a fever or other COVID-19 symptoms must stay home from school for at least 10 days after the onset of symptoms, or such period as required by local health order or directive.
- **Home Screening (Staff).** All employees who report to work (in-person) are required to perform a self-administered wellness check for COVID-19 symptoms before leaving home for work. Active symptom screening shall be conducted at the worksite if required by local order.
  - Any employee who has a fever of 100.4 degrees Fahrenheit or higher and/or any of the COVID symptoms is directed to remain home, notify his or her supervisor and await instructions.
  - If symptoms are secondary to an underlying condition (i.e., allergies or asthma) and have not worsened, then the employee can report to work and follow hygiene practices.
- **Campus Screening (Staff)**
  - All staff members are required to complete a self-assessment prior to leaving their home. Proof of a clear self-assessment will be required upon arrival.
  - Staff's temperature will be taken before they are allowed to proceed onto campus.
  - If the staff member's temperature is 100.4 or above or they have confirmed symptoms, have them don a surgical facemask and ask them to leave campus to follow the steps for suspected cases.
- **Campus Screening (Students).** Staff shall actively monitor students for COVID-19 symptoms when the student enters the school site, which shall include a visual wellness check and a temperature check (confirming temperature below 100.4 degrees Fahrenheit) using a no-touch thermometer, to the extent feasible.
  - Complete an in-person wellness check for signs and symptoms of COVID-19.
    - If a student answers "no" to all questions and appears well, student's temperature will be taken before they are allowed to proceed onto campus.
    - If the student answers "yes" to any question or upon visual check, and the screener feels the student may be exhibiting signs and symptoms of illness, the student's temperature should be taken, preferably using a touchless infrared thermometer.
    - If the student's temperature is 100.4 or above or they have verbally confirmed symptoms, have them don a surgical facemask and go to the isolation area; have office staff contact the parent to pick up the student.
- **Campus Screening (Visitors).** Each visitor to the school site shall be screened for COVID-19 symptoms before entering the school site.
  - The staff member who greets the visitor at the entrance shall administer an in-person wellness check prior to escorting the visitor to his or her destination:
    - If the visitor answers "no" to all questions, he or she may enter the school.
    - If the visitor answers "yes" to any of the questions, he or she may not enter the school.
- **Bus Screening (Students).** A staff member shall conduct a wellness check of each student

prior to entering the bus, which should include a temperature check using a no-touch thermometer, if possible. In the event that a temperature or wellness check confirms that a student is exhibiting symptoms of COVID-19, the student shall not be permitted to ride.

- To prevent stigma and discrimination in the school setting, student and employee health screenings should be kept as private as possible to maintain the confidentiality of student and employee medical and student records. Race, nationality, country of origin and other protected characteristics should never be used as a basis for particularized health screening.
- Consult the local county health order to determine whether temperature checks are required.
- To the extent feasible and when required, a no-touch thermometer should be used for temperature checks if possible.
  - If a thermometer requiring a touch method (under the tongue or arm, forehead, etc.) is the only type available, it should only be used when a fever is suspected and caution is taken by temperature screeners such as gloves, eye protection, and mask.
  - Thermometers must be properly cleaned and disinfected after each use.
- The School will not penalize students and families for missing in-person instruction due to COVID-19.

## COVID-19 Testing and Reporting

- **Surveillance Testing:** Consistent with CDPH Guidance, The School will implement surveillance testing based on local disease trends periodically, as testing capacity permits and as practicable, and if directed by the local public health order. Examples of recommended frequency include testing all staff over 2 months, where 25% of staff are tested every 2 weeks, or 50% every month to rotate testing of all staff over time.
  - ***Staff can return to campus while they are awaiting results if they are being tested for the sole purpose of routine testing and they are not experiencing symptoms and/or had recent exposure to COVID-19.***
- Provided that doing so is supported by a local public health order, The School expects students and staff to get tested as soon as possible after developing one or more COVID-19 symptoms or if one or more household members or close contacts tested positive for COVID-19.
- **In the event of a positive test result:**
  - The School requires that parents/guardians and staff notify school administration immediately if the student or staff tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.
  - Upon receiving notification that staff or a student has tested positive for COVID-19 or been in close contact with a COVID-19 case, The School will take actions as required in the section below.
- Follow the process set forth in the following section upon receipt of test results.

## Response to Suspected or Confirmed Cases and Close Contacts

- **If the event of a suspected COVID-19 case(s):**
  - The School will identify isolation rooms and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.
  - Any students or staff exhibiting symptoms should immediately be required to wear a face covering and wait in a separate isolation area until they can be transported home or to a healthcare facility, as soon as practicable. For serious illness, call 9-1-1 without delay.
  
- **In the event of one or more confirmed COVID-19 case(s) The School will follow the CDPH Framework for Reopening K-12 Schools, including implementation of the following practices:**
  - Notify the county public health department immediately by visiting <https://www.coronavirus.cchealth.org/> and calling (844) 729-8410.
  - Notify all staff and families in the school community of any positive COVID-19 case while maintaining confidentiality as required by state and federal laws.
  - Close off areas used by any sick person and do not use before cleaning and disinfection. Follow cleaning and ventilation procedures outlined in this plan.
  - Investigate the COVID-19 illness and exposures and determine if any work-related factors could have contributed to risk of infection.
  - Update protocols as needed to prevent further cases in accordance with CDPH Guidelines (“Responding to COVID-19 in the Workplace”).
  - Implement communication plans for exposure at school and potential school closures to include outreach to students, parents, teachers, staff and the community.
  - Include information for staff regarding labor laws, information regarding Disability Insurance, Paid Family Leave and Unemployment Insurance, as applicable to schools.
  - Provide guidance to parents, teachers and staff reminding them of the importance of community physical distancing measures while a school is closed, including discouraging students or staff from gathering elsewhere.
  - Develop a plan for continuity of education. Consider in that plan how to also continue nutrition and other services provided in the regular school setting to establish alternate mechanisms for these services to continue.
  - Maintain regular communications with the local public health department.
  - Where stable classroom cohorts have been maintained: All students and staff should be instructed to get COVID-19 testing and remain quarantined at home for 14 days.
  - Where stable classroom cohorts have not been maintained: Utilize class seating rosters and consultation with teachers/staff to identify close contacts to the confirmed COVID-19 case in all classrooms and on-campus activities.
  - A “close contact” is someone who has been within six feet of the person who tested positive for a prolonged period of time (at least 15 minutes) regardless of face covering use, or someone who had direct physical contact or shared eating or drinking utensils



with that person, or if that person sneezed, coughed, or somehow got respiratory droplets on you.

- A close contact also includes a situation in which a person provided care at home to someone who is sick with COVID-19.
- o Close contacts should be instructed to get COVID-19 testing and should remain quarantined at home for 14 days.
- o For all settings: Provide information regarding close contacts to the county public health department via secure fax or email.
- o In consultation with the local public health department, the appropriate school official may decide whether school closure versus cleaning and quarantine of exposed persons or other intervention is warranted, including the length of time necessary, based on the risk level within the specific community as determined by the local public health officer.

- **Close contacts to confirmed COVID-19 case(s):**

- o Close contacts (household or non-household) of confirmed COVID-19 cases should be sent home immediately, instructed to get COVID-19 testing immediately and ten (10) days after their last day of exposure to the case. Even if they test negative, they should remain in quarantine for a full 14 days after (1) date of last exposure to COVID-19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.
- o No actions need to be taken for persons who have not had direct contact with a confirmed COVID-19 case, and instead have had close contact with persons who were in direct contact.
- o Those who test positive should not return until they have met county health department criteria to discontinue home isolation.

- **Returning to school after home isolation:**

- o Symptomatic individuals who test negative for COVID-19 can return 3 days after resolution of fever (if any) and improvement in symptoms.
  - Documentation of a negative test result should be provided to school administrators before returning to campus.
  - In lieu of a negative test result, students and staff may return to work with a medical note by a physician that provides alternative explanations for symptoms and reasons for not ordering COVID-19 testing.
- o Asymptomatic individuals who test positive for COVID-19 may return to work after completing their isolation/quarantine period.
- o Symptomatic individuals who test positive for COVID-19 can return 10 days after symptom onset or test date.
- o **Documentation of a negative test result and/or a medical certification of health should be provided to school administrators before returning to campus.**
- o Close contacts to confirmed COVID-19 cases at school can return 14 days from the last date that the case was present at school while infectious.
- o Close contacts to confirmed COVID-19 cases at home or outside school can return a full 14 days after (1) date of last exposure to COVID-19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.



## Sanitizing/Hygiene Materials and Practices

- The School will develop routines to ensure that students and staff wash or sanitize hands frequently, including upon arrival to campus, after using the restroom, after playing outside and returning to the classroom, before and after eating, and after coughing or sneezing.
- Sanitation routines will enable students and staff to regularly wash their hands at staggered intervals.
- Staff will teach and reinforce proper handwashing technique, avoiding contact with one's eyes, nose, and mouth, using a tissue to wipe the nose, and covering coughs and sneezes.
- The School shall make soap, tissues, no-touch trashcans, face coverings, water and paper towels or dryers for hand washing available. Students and staff should wash their hands for 20 seconds with soap, rubbing thoroughly after application. Soap products marketed as "antimicrobial" are not necessary or recommended.
- If soap and water are not readily available, The School shall make available fragrance-free alcohol-based hand sanitizer that is at least sixty percent (60%) ethyl alcohol. (Note: frequent handwashing is more effective than the use of hand sanitizers.)
- Children under age 9 should only use hand sanitizer under adult supervision. Call Poison Control if consumed: 1-800-222-1222.
- The School shall place posters conspicuously that encourage hand hygiene to help stop the spread of COVID-19.
- Employees should visit the CDC's coughing and sneezing etiquette and clean hands webpage for more information.

**Routine cleaning and disinfecting:** The School will incorporate the CDPH and CDC Guidance for Cleaning, Disinfection and Ventilation as appropriate to maintain a high level of cleanliness throughout the year and reduce the risk of exposure to and spread of COVID-19 at the school site.

- Custodial staff will perform thorough cleaning when students are not present. When cleaning, the space will be aired out before children arrive.
- Staff should wait twenty-four (24) hours before cleaning and disinfecting any area that was used by a person who was experiencing COVID-19 symptoms. If it is not possible to wait twenty-four (24) hours, then staff should wait as long as possible.
- The School will ensure proper ventilation during cleaning and disinfecting. Staff are encouraged to introduce fresh outdoor air as much as possible, by opening windows where practicable.
- All frequently touched surfaces in the workplace, such as chairs, desks, tables, keyboards, telephones, handrails, light switches, sink handles, bathroom surfaces and door handles, will be routinely disinfected.
- Students and employees are discouraged from sharing desks, computers, books, phones, pens, art supplies, or other work tools and equipment, including playground equipment, when possible. When shared use is allowed, the items and equipment will be cleaned and disinfected between uses.
- Staff will be trained as appropriate in the chemical hazards, manufacturer's directions, and Cal/OSHA requirements for safe and correct application of cleaning and disinfectant agents in

accordance with the Healthy Schools Act guidance from the California Department of Pesticide Regulation and Cal/OSHA.

- When choosing disinfecting products, The School will use those approved for use against COVID-19 on the Environmental Protection Agency (EPA)- approved list “N” and require staff to follow product instructions.
  - To reduce the risk of asthma and other health effects related to disinfecting, The School will select disinfectant products on list N with asthma-safer ingredients (hydrogen peroxide, citric acid or lactic acid) as recommended by the US EPA Design for Environment program.
  - The School will avoid products that contain peroxyacetic (paracetic) acid, sodium hypochlorite (bleach) or quaternary ammonium compounds, which can cause asthma.
  - Staff shall follow label directions for appropriate dilution rates and contact times.
  - The School will establish a cleaning and disinfecting schedule in order to avoid both under- and over-use of cleaning products.
- Subject to available resources, disposable disinfecting wipes shall be made available so that employees can wipe down commonly used surfaces (e.g., doorknobs, keyboards, remote controls, desks, other work tools and equipment) before each use. Disinfectant wipes and sprays will be kept away from students.
- To the extent feasible, site resources that necessitate sharing or touching items (e.g., drinking fountains) will not be used and replacement items (e.g., reusable water bottles) will be used to the extent practicable.
- Each student’s belongings will be kept in an individually labeled storage container, cubby, or locker. Students are encouraged to take belongings home each day to be cleaned.

**Facility Measures:** The School will incorporate CDE guidance for maintaining a healthy facility, to include some or all of the following:

- Maintenance staff will ensure that ventilation systems and fans operate properly and increase circulation of outdoor air as much as possible by opening windows and doors and other methods.
- Windows and doors should not be opened if doing so poses a safety or health risk by exacerbating seasonal allergies or asthma symptoms.
  - The School will consider alternatives, such as increased central air filtration (targeted filter rating of at least MERV 13) if opening windows poses a safety or health risk to persons using the facility.
- Maintenance staff will ensure that all water systems and features (e.g., drinking fountains) are safe to use after a prolonged facility shutdown to minimize the risk of Legionnaires’ disease and other diseases associated with water.
- If possible, suspend or modify use of site resources that necessitate sharing or touching items. For example, consider suspending use of drinking fountains and installing hydration stations; encourage the use of reusable water bottles.
- Consider installing additional temporary hand washing stations at all school entrances and near classrooms to minimize movement and congregation in bathrooms.
- Consider installing privacy boards or clear screens to increase and enforce separation between staff and students.

**Physical distancing (staff):** The School will incorporate CDPH and CDE guidance with respect to physical distancing between employees, to include some or all of the following:

- The School will consider arranging work schedules and providing telework options to limit the total number of staff on campus each day.
- The School will arrange desks and workspaces to create a minimum of six (6) feet between individuals.
- Break rooms, staff rooms and conference rooms will have posted occupancy limits. Staff should minimize use of staff rooms, break rooms and other indoor settings. Staff are encouraged to eat meals outdoors or in large, well ventilated spaces.
- Where possible, training and other meetings will be conducted virtually or in a manner that accommodates physical distancing.

**Physical distancing (students):** The School will incorporate CDE guidance with respect to physical distancing between students on campus, to include some or all of the following:

- The School will consider different options for instructional scheduling models, including using a blended learning model to limit the total number of students on campus each day.
- The School will establish a maximum occupancy of each classroom. Desks will be arranged to minimize face-to-face contact and maintain a minimum of six (6) feet between students.
- To reduce possibilities for infection, students must remain in the same space and in cohorts as small and consistent as practicable, including for recess and lunch.
  - Ensure students and staff remain in stable classroom cohorts by keeping the same students and teacher or staff together for the entire school day. Students should not mix with other stable classroom cohorts.
  - Prioritize the use and maximization of outdoor space for activities where practicable.
  - Minimize movement of students and teachers or staff as much as practicable. For example, consider ways to keep teachers with one group of students for the whole day.
  - In secondary schools or in situations where students have individualized schedules, plan for ways to reduce mixing among cohorts and to minimize contact.
  - Maximize space between seating and desks. Distance teacher desks at least six feet away from students. Consider ways to establish separation of students through other means if practicable, such as, six feet between desks, where practicable, partitions between desks, markings on classroom floors to promote distancing or arranging desks in a way that minimizes face-to-face contact.
  - Consider redesigning activities for smaller groups and rearranging furniture and play spaces to maintain separation.
- The School will implement measures to maintain physical distancing while students move between classrooms that are easy for students to understand and are developmentally appropriate, including potentially one or more of the following recommendations.
  - Hallways: Minimize congregate movement through hallways as much as practicable. For example, establish more ways to enter and exit a campus, stagger passing times when necessary or when students cannot stay in one room, and establish designated one-way walking/passage areas.
  - Lockers: Minimize use of lockers to avoid unnecessary mixing and congregation of students in hallways.

- o Restrooms: Stagger restroom use by groups of students to the extent practicable, and/or assign certain groups of students to use certain restrooms.
- o Libraries: Stagger group use of libraries.
- o Outdoors: Consider holding recess activities in separated areas designated by class.
- Outdoor and large format spaces (e.g., auditoriums) may be used for instructional activities where physical distancing cannot be maintained in classrooms.
- Activities where there is increased likelihood for transmission from contaminated exhaled droplets such as band and choir practice and performances are not permitted indoors.
  - o Activities that involve singing must only take place outdoors.
- The School will implement procedures for turning in assignments to minimize contact.
- The School will implement a plan to maintain physical distancing during meals (serving meals in the classroom or outdoors, staggering cafeteria use, etc.). Food will be distributed in single-service meals instead of buffet, salad bar or family-style formats.
- The School will implement appropriate physical distancing measures during physical activities.
  - o Playgrounds and Recess: The School will consider holding recess activities in separated areas designated by class and/or staggered throughout the day, and limiting use of shared playground equipment in favor of physical activities that require less contact with surfaces and allow for greater physical distancing.
  - o Physical Education: The School will consider conducting physical education classes outdoors whenever possible, maintaining separation of classes and with appropriate physical distancing within groups to the extent practicable.

**Physical distancing (buses):** The School will incorporate CDE guidance with respect to physical distancing between students on buses (if bus transportation is provided).

- The School will limit the total number of students on each bus. Younger students and students with disabilities will be given highest priority.
- Seats on buses will be marked to require students to provide physical distancing on buses. Seating will be staggered in accordance with CDE guidance.

**Use of face coverings:** The School will follow CDPH, CDE and CDC guidance and state and local health orders on the use of face coverings. All staff are encouraged to review the CDPH and CDC guidance on cloth face coverings; face coverings must be used in accordance with CDPH Guidelines and this Policy unless a person is exempt as explained in this Policy, particularly in indoor environments, on school buses, and areas where physical distancing alone is not sufficient to prevent disease transmission.

- Until such time as the statewide order is lifted, all adults must wear a cloth face covering at all times while on campus, except while eating or drinking.
  - o Staff excluded from this requirement are those that require respiratory protection according to Cal/OSHA standards.
- Employees should wear a clean face mask to work every day.
- Employees should avoid touching the mask and should wash their hands frequently, including after removing the mask.
- Employees are expected to teach and reinforce proper use of face coverings, and in limited circumstances, face shields.

- Teachers may use clear plastic face shields with an appropriate seal (cloth covering extending from the bottom edge of the shield and tucked into the shirt collar) in certain limited situations in the classroom to enable students to see their faces and avoid potential barriers to phonological instruction as long as the wearer maintains physical distance from others, to the extent practicable. Staff must return to wearing a face covering outside of the classroom.
- The School will post signs regarding the proper use, removal, and washing of face coverings.
- The School will post signs to remind employees that CDC recommends maintaining social distancing of at least six (6) feet, and that the State of California currently requires face masks to be worn in public settings with certain limited exceptions.
- All students who are not prevented from doing so by a breathing problem or disability shall wear a clean cloth face covering:
  - While waiting to enter the school campus.
  - In any area outside of the classroom (except when eating or drinking).
  - While leaving school.
  - While waiting for or riding on a school bus.
- Elementary school students in grades TK-2 are strongly encouraged, but are not required, to wear a cloth face covering within their stable classroom cohort. A face shield is an acceptable alternative for children in this cohort who cannot wear a face mask properly.
- Students in grades 3 and above are required to use cloth face coverings when in the classroom even if they are in a stable classroom cohort.
- Proper use of cloth face coverings by students will be strictly enforced. The School will exclude from campus who refuses to wear a face mask. Students excluded from face covering requirements include anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the covering without assistance.
- The School shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.
- A cloth face covering or face shield may be removed for meals, snacks, naptime, or outdoor recreation, or when it needs to be replaced. When a cloth face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student's name and date) until it needs to be put on again.
- The School will provide face coverings for students and staff who lose their face coverings or forget to bring them to school.

**Use of gloves and PPE:** The School requires employees to wear gloves and other Personal Protective Equipment (“PPE”) in accordance with the following standards.

- The School will provide surgical masks, face shields, and disposable gloves for employees engaging in Wellness and Temperature Screenings.
- Workers or other persons handling or serving food must use gloves in addition to cloth face coverings.
- The School will provide a clear plastic barrier or face covering and disposable gloves for front office and food service employees.
- The School will provide equipment and PPE to custodial staff for cleaning and disinfecting, including:
  - For regular surface cleaning, gloves appropriate for all cleaning and disinfecting.

- o For classified staff engaged in deep cleaning and disinfecting, proper PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator) in addition to PPE as required by product instructions.
- o All cleaning and disinfecting products must be kept out of children's reach and stored in a space with restricted access.
- As required by Cal/OSHA, The School will provide training on the proper use of PPE to protect employees from the hazards of the cleaning products used.
- Employees must wash hands after removing gloves.

## Support for Students at Increased Risk of Becoming Infected or Unrecognized Illness

- The Chief of Staff & Acting Director of Human Resources or designee will review student health plans, including 504 Plans, to identify students who may need additional accommodations to minimize potential exposure.
  - o **Designee for Health Plans: Luz Becerra, School Nurse**
- The Chief of Staff & Acting Director of Human Resources or designee will develop a process for engaging families for potentially unknown concerns that may need to be accommodated.
  - o **Designee for Family Communication: Raynell Crews-Gamez, Director of School Culture and Family Engagement**
- The School will identify additional preparations for classroom and non-classroom environments as needed to ensure the safety of students at increased risk of becoming infected or having unrecognized illness. Persons who might be at increased risk of becoming infected or having unrecognized illness include the following:
  - o Individuals who have limited mobility or require prolonged and close contact with others, such as direct support providers and family members;
  - o Individuals who have trouble understanding information or practicing preventive measures, such as hand washing and physical distancing; and
  - o Individuals who may not be able to communicate symptoms of illness.

**Maintaining Healthy Operations:** The School will follow CDPH Guidance for maintaining healthy operations, including the following practices.

- Monitor staff absenteeism and have a roster of trained back-up staff where available.
- Monitor the types of illnesses and symptoms among your students and staff to help isolate them promptly as needed.
- Designate a staff liaison or liaisons to be responsible for responding to COVID-19 concerns. Workers should know who they are and how to contact them. The liaison should be trained to coordinate the documentation and tracking of possible exposure, in order to notify local health officials, staff and families in a prompt and responsible manner.



- Maintain communication systems that allow staff and families to self-report symptoms and receive prompt notifications of exposures and closures, while maintaining confidentiality, as required by FERPA and state law related to privacy of educational records.
- Consult with local health departments if routine testing is being considered by a local educational agency. The role of providing routine systematic testing of staff or students for COVID-19 (e.g., PCR swab testing for acute infection, or presence of antibodies in serum after infection) is currently unclear.
- Support students who are at higher risk for severe illness or who cannot safely distance from household contacts at higher risk, by providing options such as virtual learning or independent study.

## Protection of Higher Risk Employees

- The School recognizes that older adults and people of any age who have serious underlying medical conditions are at higher risk for severe illness from COVID-19.<sup>1</sup>
- Consistent with operational needs, The School shall support options to telework, if available and reasonable.
- The School shall attempt to limit vulnerable employees' duties to minimize their contact with visitors and other employees.
- The School may require medical certification that designates them as high-risk for contraction of COVID-19.

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<sup>1</sup> This includes employees with any one or more of the following high risk factors: age 65 years and older, chronic lung disease, moderate to severe asthma, serious heart conditions, immune deficiency, severe obesity (body mass index of 40 or higher), diabetes, chronic kidney disease undergoing dialysis, or liver disease.

## Communications to the School Community

- The School will engage with families and staff to develop strategies to prepare and respond to the COVID-19 emergency, including guidelines for families about when to keep students home from school and other topics.
- Prior to the start of the school year, The School will communicate to staff, students, and parents about new, COVID-19-related protocols, including:
  - Enhanced sanitation practices
  - Physical distancing requirements and recommendations
  - Proper use, removal and washing of face coverings.
  - Screening practices.
  - How COVID-19 is spread.
  - COVID-19 specific symptom identification.
  - Preventing the spread of COVID-19 if you are sick, including the importance of not coming to work if staff members have symptoms, or if they or someone they live with has been diagnosed with COVID- 19.
  - Guidelines for employees regarding COVID-19 specific symptom identification and when to seek medical attention
  - Guidelines for families about when to keep students home from school.
  - Systems for self-reporting symptoms.
  - Criteria and plan to close schools again for physical attendance of students.
- The School will train staff and students on protocols for physical distancing for both indoor and outdoor spaces.
- Communications will be targeted to the most vulnerable members of The School community.
- The School will develop a communications plan for implementation if the school has a positive COVID-19 case in accordance with CDPH and CDE guidelines.

The Chief of Staff and Acting Director of Human Resources is authorized to implement changes or additions to this policy in order to ensure compliance or consistency with new or revised orders or guidance from local, county, state or federal authorities (“Agencies”), to take any and all actions consistent with orders and guidance from the Agencies that is not specifically addressed by this policy, and to ensure compliance with The School’s charter petition. The Chief of Staff and Acting Director of Human Resources shall provide the Board with regular updates as to actions taken pursuant to this section.



## Acknowledgement of Receipt of Health and Safety Policy

**Employee Name:** \_\_\_\_\_

I ACKNOWLEDGE that I have received a copy of the Health and Safety Policy for COVID-19 at Making Waves Academy (“the School”). I have read and understood the contents of the policy, and I agree to abide by its directions and procedures. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in this policy. I also understand that if I am ever unclear on any language, or policies and procedures included in this policy, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the policy are not intended 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.

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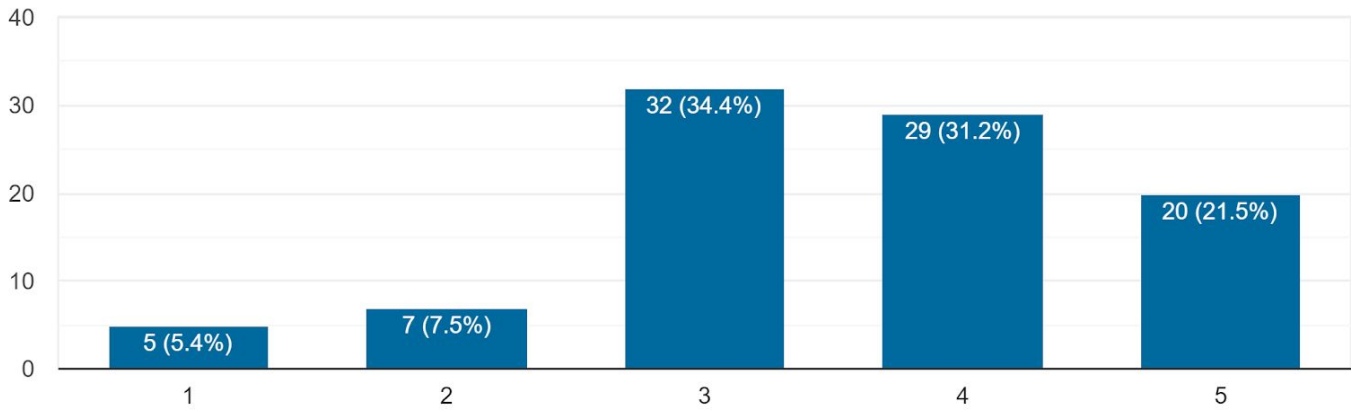
**Employee Signature**

**Date**

## Appendix B

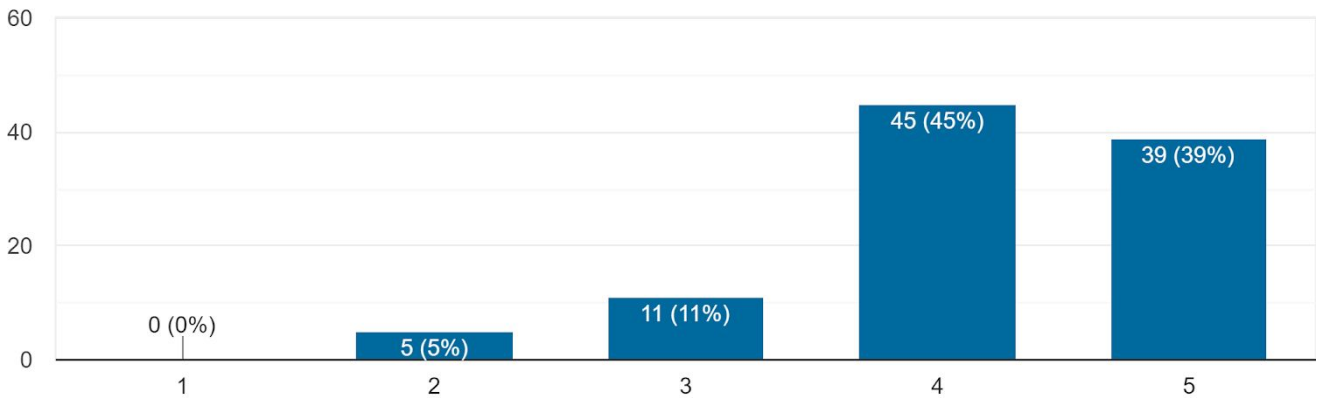
Prior to attending the training, rate your level of confidence in MWA's ability to implement a Health and Safety Plan for COVID-19.

93 responses





After attending the training, rate your level of confidence in MWA's ability to implement a Health and Safety Plan for COVID-19.


100 responses





## Appendix C



<b>MWA Employee Announcements - Last Updated 8/28/2020</b>					
Name	Photo	Position	Affiliation	Hire Type	Bio
<b>Gregory Marshall</b>		Facilities Manager	Operations - School-wide	New	<p>Gregory Marshall, Jr. is a proud Richmond native that comes to us from Redwood Day school. Previous to working at Redwood Day in the Facilities department Greg worked for the Marine Fireman's Union as an Engineer aboard container ships and USNS ships all over the world. Greg is excited about becoming a member of the Making Waves Academy community and our Operations team.</p> <p>In his spare time Greg enjoys coaching and mentoring youth in the Bay Area. This past fall Greg led the Kennedy High School football team to its first NCS championship appearance in 31 years.</p>
<b>Monica Delgado</b>		Campus Supervisor	Operations - School-wide	New - Rehire	<p>Monica Delgado first joined Making Waves Academy in 2018. As a Bay Area native, born and raised in Richmond/San Francisco, Monica considers this to be her second career. Monica is very passionate about this work and the community that is served. In addition, Monica enjoys a healthy life style and her personal contributions to cultivate a supporting environment for staff, students and parents.</p>

<p><b>Priscilla Arcila</b></p>		<p>Campus Supervisor</p>	<p>Operations - School-wide</p>	<p>New - Rehire</p>	<p>Priscilla Arcila was born and raised in Richmond, California. Priscilla, a proud mommy of two Wave Makers, first joined MWA in 2014. She is excited to return on this new journey as a Campus Supervisor, continuing in her dedication of service to Making Waves Academy and the surrounding community.</p>
<p><b>Ashanti Smith</b></p>		<p>Human Resources Generalist</p>	<p>Central Office</p>	<p>New</p>	<p>Ashanti Smith (she/hers/her) is a bay area native. She comes to Making Waves Academy as an alumna of California State University, East Bay, where she obtained her Bachelor's Degree in Psychology. Ashanti comes with several years of experience in Human Resources, with a background in recruitment, onboarding/off-boarding, employment law, and more. Ashanti's passion is to streamline processes and procedures while creating an environment where employees can thrive and use their skills and talent to offer the best education.</p>



<p><b>Jordan Richardson</b></p>		<p>Teacher Resident</p>	<p>Middle School</p>	<p>New</p>	<p>Jordan Richardson was born and raised in Stockton, CA but now proudly calls the Bay Area her home. She comes to Making Waves Academy with a Bachelor of Arts in Ethnic Studies, from California State University, East Bay. Prior to Making Waves Academy, she has worked in many educational settings with organizations like, Girls Inc., Oakland Leaf, Galileo Camps and in Residence Life at California State University, East Bay.</p> <p>Jordan is most passionate about social justice and guiding youth to see the everyday importance in social justice.</p>
<p><b>Ben Norton</b></p>	<p>N/A</p>	<p>English Teacher</p>	<p>Upper School</p>	<p>Promotion</p>	<p>Benjamin Norton (he/him) is a Bay Area native. After graduating from Berkeley High, he majored in Literature at UC Santa Cruz, and worked in a handful of tutoring and teaching jobs. Becoming a substitute teacher led to his connection with Making Waves Academy, which quickly became a favorite school in which to cover classes. After participating in MWA's amazing Residency program last year, Ben is excited to return to the Upper School as the 10th grade ELA teacher this fall. When not grading papers, Ben can be found reading books, hiking in Tilden, or being attacked by his newly rescued kitten.</p>



<p><b>Joshua Amey</b></p>	<p>N/A</p>	<p>Math Teacher</p>	<p>Middle School</p>	<p>Promotion</p>	<p>Joshua Amey has been with Making Waves Academy since 2018! As we enter the 2020-21 academic year, Joshua will be teaching Math in the middle school.</p>
<p><b>Alexis Cruz</b></p>	<p>N/A</p>	<p>English Teacher</p>	<p>Middle School</p>	<p>Promotion</p>	<p>Alexis Cruz has been with Making Waves Academy since 2016! As we enter the 2020-21 academic year, Alexis will be teaching Math in the middle school.</p>


<p><b>Karen Reyes</b></p>		<p>Special Education Instructional Aide</p>	<p>Upper School</p>	<p>New</p>	<p>Karen Reyes is a Bay Area native, raised here in Richmond. She attended the College of Marin where she obtain her AAT, and is now attending CSU East Bay to earn her Bachelor's in Sociology. Prior to Making Waves Academy, she worked as an After School Program Teacher for over 3 years, and is passionate about equal education and the safety of her community.</p>
<p><b>LaWanda Muhammad</b></p>		<p>Math Teacher</p>	<p>Upper School</p>	<p>New</p>	<p>LaWanda Muhammad is a Bay Area native committed to the academic and social development of youth. She earned her Bachelor's in Mathematics from San Francisco State University and her Master's of Education from Mills. She has been an educator for twenty years and brings compassion, enthusiasm, and an emphasis of strong work ethic to the classroom.</p>



<p><b>Cherrie Morales</b></p>		<p>Special Education Resource Teacher</p>	<p>Upper School</p>	<p>New</p>	<p>Cherrie Morales is a Southern California Native with strong community ties to the Bay Area. She is a UC Berkeley Alumni specializing in Sociology and Education. Prior to coming to MWA she worked at Helms Middle School in San Pablo for 9 years in a Special Education classroom, and is also a Recreational Specialist for the City of Richmond providing cost free summer camp for children ages 6-12.</p>
<p><b>Claudine Magsino</b></p>		<p>Special Education Resource Teacher</p>	<p>Upper School</p>	<p>New</p>	<p>Claudine Magsino is so excited to be part of the MWA Family! Coming originally from Los Angeles Area, Claudine has learned to love the East Bay/Richmond Area after living here for over 4 years. Claudine received her Master's Degree in Urban Education - Digital Learning from Loyola Marymount University, and her undergraduate degree in Criminology, Law and Society from University of California Irvine. Prior to MWA, she worked as a Special Education for West Contra Costa Unified School District.</p> <p>Claudine is most passionate about being part of the MWA community and making genuine connections with her colleagues, families and students. She also loves coffee and sharing it</p>







<p><b>Peter Le</b></p>		<p>Career Services Coordinator</p>	<p>Upper School</p>	<p>New</p>	<p>Peter Lê is a proud East Oakland native. He possesses over a decade of experience in K-12 and higher education classrooms. Prior to this, he worked at the California School-Based Health Alliance, where he provided technical assistance to school-based health centers in West Contra Costa County. Peter Lê holds his Master of Public Health from San José State University and Bachelor's degree in Integrative Biology from the University of California, Berkeley.</p> <p>Peter is passionate about educational equity and policy reform to ensure that our most underserved students are able to reach the pinnacle of their potential.</p>
<p><b>Ken Kusactay</b></p>		<p>English Teacher</p>	<p>Upper School</p>	<p>New</p>	<p>Ken Kusactay is born and raised New Yorker who moved to the Bay area 5 years ago and loving every moment of it. He has taught both middle and high school across various contexts to a wide variety of student demographics. Ken is passionate about teaching often pursuing opportunities beyond the classroom to improve his practice to best serve his students.</p>


<p><b>Armineh Koshakaryan</b></p>		<p>Science Teacher</p>	<p>Upper School</p>	<p>New</p>	<p>Armineh Koshkakaryan is a Southern California native. She comes to Making Waves Academy as an alumna of UCLA with a B.S. in Atmospheric and Oceanic Sciences and will be receiving a Master's in Education from UC Davis. She has worked with students both individually as a tutor and student teaching. She is a creative, open minded person who spends her spare time reading, drawing and playing video games.</p>
<p><b>Lawren Keaton</b></p>		<p>English Teacher</p>	<p>Middle School</p>	<p>New</p>	<p>Lawren Keaton is a proud Bay Area Native, born and raised in Vallejo. She comes to Making Waves Academy as an alumna of California State University, Chico, where she obtained her Bachelor's in Communication Studies and a minor in Psychology. Lawren just graduated with her Master's in Education with a focus on Equity, Diversity, and Inclusive Education at Touro University, California. She has a love for learning and has hopes of sharing that passion with her students so they can to enjoy learning so they may become lifelong learners.</p>

<p><b>Jose Figueroa</b></p>	<p>N/A</p>	<p>Art Teacher</p>	<p>Upper School</p>	<p>Promotion</p>	<p>Jose Figueroa has been with Making Waves Academy since 2016! As we enter the 2020-21 academic year, Jose will be teaching Art in the upper school.</p>
<p><b>Natalie Crespo</b></p>		<p>History Teacher</p>	<p>Middle School</p>	<p>New</p>	<p>Natalie Crespo is a Los Angeles native. She graduated from UC Santa Barbara as a History major in 2018 and is a Teach for America Bay Area 2020 Corps Member. Fun fact: Natalie has previously worked as a celebrity event designer in Los Angeles! She is extremely excited to refocus on her true passions, history and education!</p> <p>Natalie is most passionate about providing a quality education to all students, regardless of their circumstances and ensuring every student feels confident in their abilities and supported throughout their educational journey!</p>

<p><b>Francisco Contreras</b></p>		<p>History Teacher</p>	<p>Middle School</p>	<p>New</p>	<p>Francisco Buenrostro Contreras was born in Ciudad Guzman, Mexico but grew up in San Francisco and Richmond. He has a Bachelor's degree in History from San Francisco State University and is currently set to start his Master's in secondary Education also at SFSU. Francisco has worked in several educational settings from summer camps, substitute teacher to summer school teacher, and is very passionate about history and giving back to my community.</p>
<p><b>Shelbie Christensen</b></p>		<p>Science Teacher</p>	<p>Upper School</p>	<p>New</p>	<p>Shelbie Christensen was born and raised near Placerville, California- close to Lake Tahoe and the Sierra Nevada mountains! Her degree in Chemistry is from Humboldt State University and her credential comes from California Polytechnic State University. During her degrees she participated in outreach and research, but also enjoyed surfing, rock climbing, and running in the redwoods.</p> <p>As an outdoor enthusiast- Shelbie is most passionate about applying the sciences to the world surrounding our communities and supporting the goals of others. She aims to build a community with her colleagues, students, and parents to create authentic learning experiences that allow us to connect</p>

<p><b>Maribel Cervantes</b></p>		<p>Teacher Resident</p>	<p>Middle School</p>	<p>Promotion</p>	<p>Maribel Cervantes is a Wave Maker from Wave 11. She is an alumni from Making Waves Educational Program. She obtained a Bachelor of Arts degree in Child and Adolescent Development with a concentration in School Age Child and Family. She has worked at Making Waves Academy for five years as an after school Rnrichment Instructor where she developed a passion for teaching. She is excited to work alongside great educators and become a credentialed teacher.</p> <p>Maribel is most passionate about environmental and life science and aims to help students understand and enjoy science.</p>
<p><b>Phoebe Bugey</b></p>		<p>Science Teacher</p>	<p>Upper School</p>	<p>New</p>	<p>Phoebe Bugey is a first-generation college graduate, so she appreciates the transformative nature of a great education and seeks to imbue her students with a similar perspective. She is an alumna of Colorado College and San Jose State University, where she obtained a Master's in Information Science. Ms. Bugey has been in education for over 12 years, and prior to teaching she worked as a professional research biologist. When outside the classroom Ms. Bugey enjoys raising foster puppies for adoption and creating science art as home decor.</p>

<p><b>Josie Beyer</b></p>		<p>Math Teacher</p>	<p>Upper School</p>	<p>New</p>	<p>Josie Beyer is proud of her Bay Area roots. She is a recent graduate of UCLA, where she got her B.S. in Applied Mathematics and was a four year Division I rower. Prior to joining the Making Waves team, she worked at UCLA as a Peer Learning Facilitator with the Athletic Department and as a Reader for the Mathematics Department.</p> <p>In addition to education, Josie is passionate about social justice and applying math to public policy issues; for instance, using optimization techniques for congressional redistricting.</p>
<p><b>Luz Becerra</b></p>		<p>School Nurse</p>	<p>School-wide</p>	<p>New - Returning</p>	<p>Luz Becerra RN, BSN graduated with her Bachelor of Science in Nursing from CSU-East Bay and immediately found her passion in school nursing. Luz strongly supports the idea that early health education and proper management of chronic health problems at school can have a positive impact in our entire community.</p> <p>In her spare time, Luz finds joy spending time with her two children and husband, hiking, and volunteering at her local church.</p> <p>Luz is excited to be part of the amazing Making Waves team.</p>

<p><b>Raghda Abouelnaga</b></p>		<p>Math Teacher</p>	<p>Upper School</p>	<p>New</p>	<p>Raghda Abouelnaga grew up in Cairo, Egypt and moved to the United States after high school. Raghda believes that Math is a universal language and a way to connect people from around different places in the world! Raghda studied Mathematics and French at UC Berkeley and earned a Master's in Teaching from University of Southern California. Currently, Raghda is earning my Master's in Data Science from University of Southern California. Raghda loves sharing her passion of Mathematics with youth, and also enjoys watching their growth and development to see different points from their angles. Teaching keeps life exciting!</p>
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# MWA Senior School Director – Direct Reports

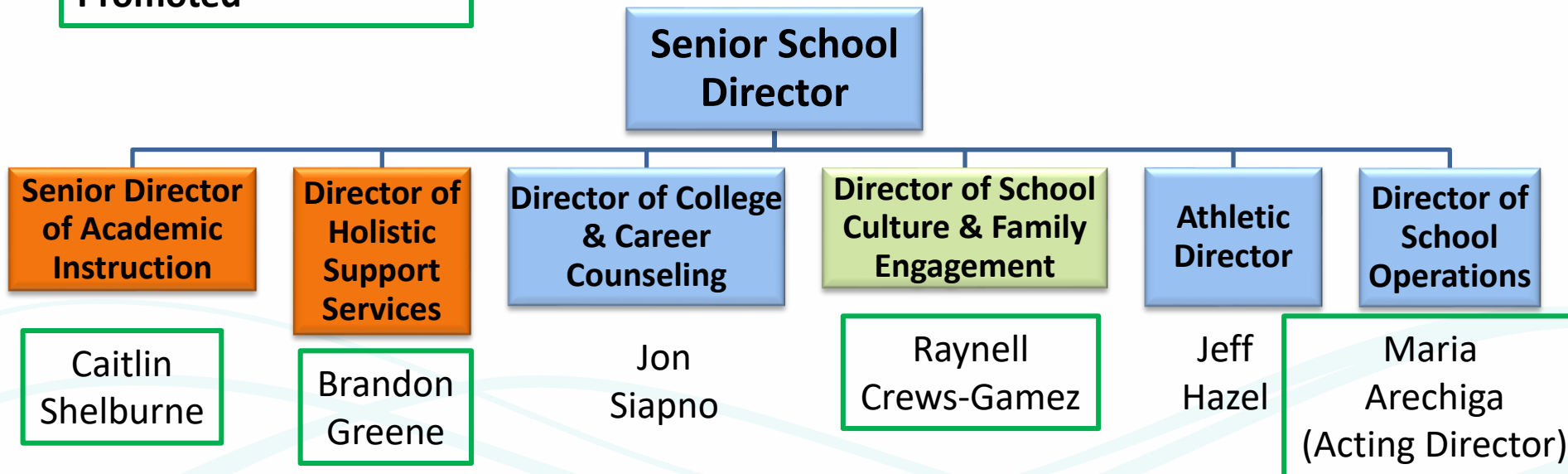
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Existing Positions – 2019-20

Existing Modified Positions – 2019-20

New Positions – 2020-21

Promoted







# MWA Holistic Support

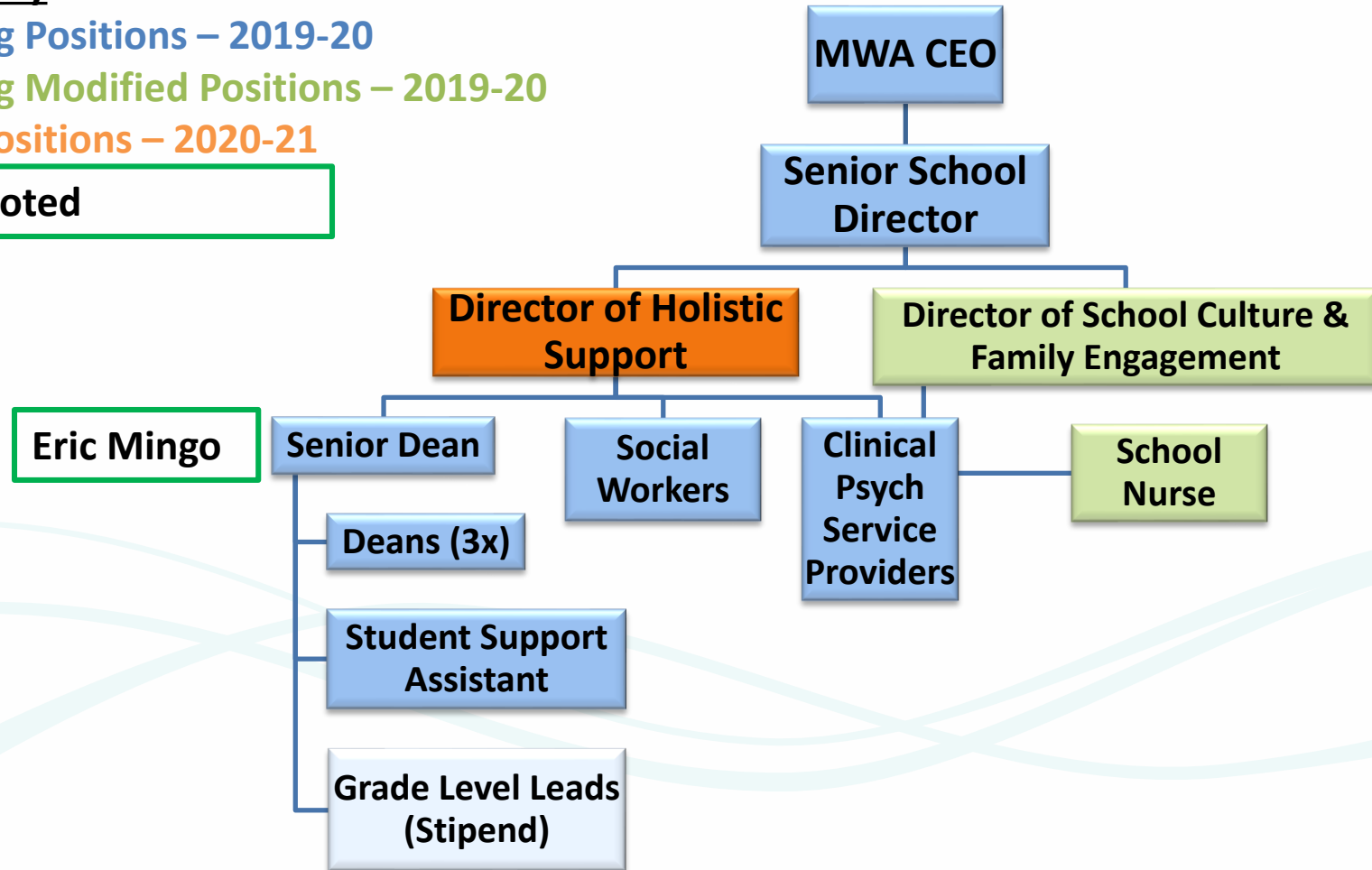
## Color Key

Existing Positions – 2019-20

Existing Modified Positions – 2019-20

New Positions – 2020-21

Promoted





# MWA Academic Instruction & Support

## Color Key

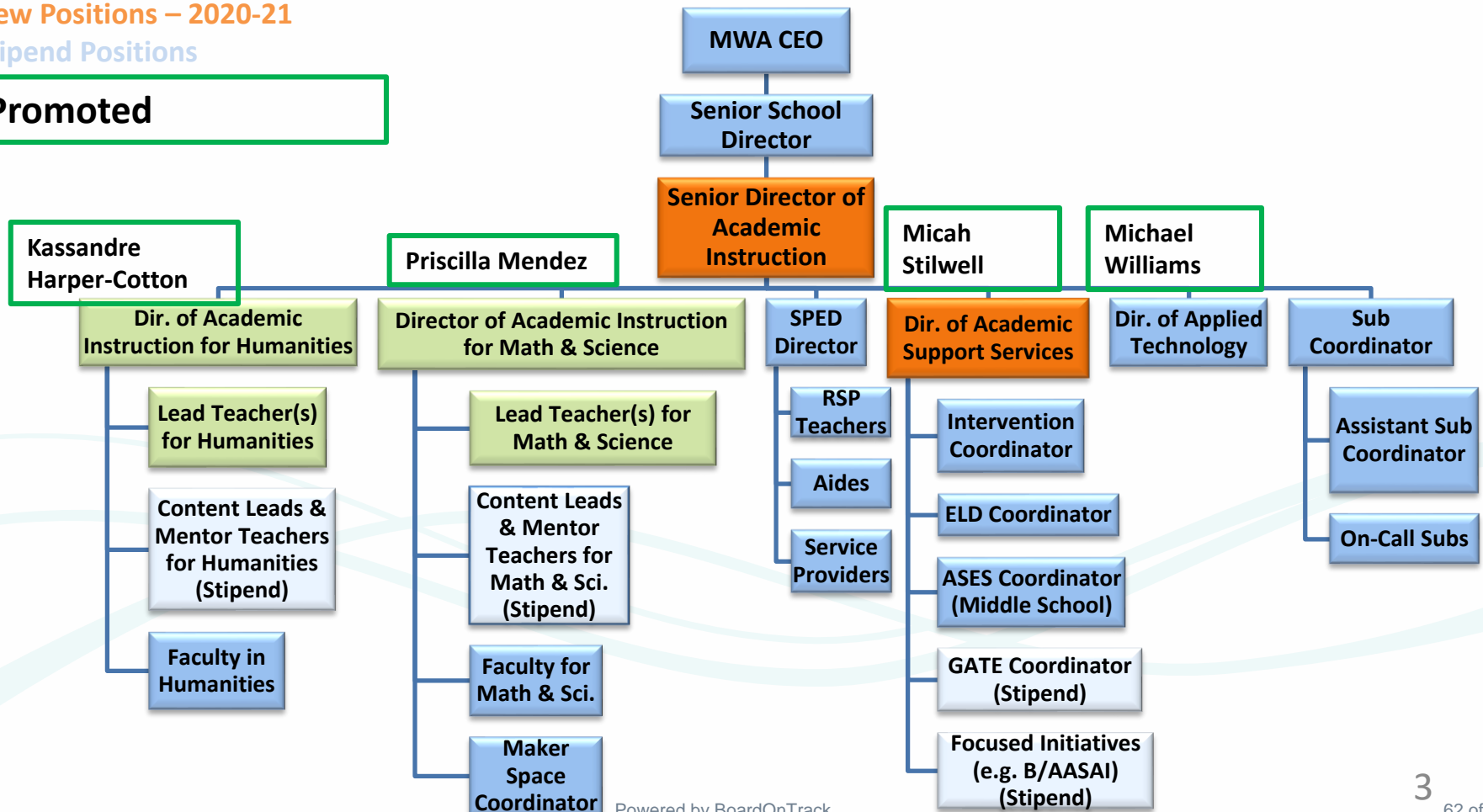
Existing Positions – 2019-20

Existing Modified Positions – 2019-20

New Positions – 2020-21

Stipend Positions

Promoted





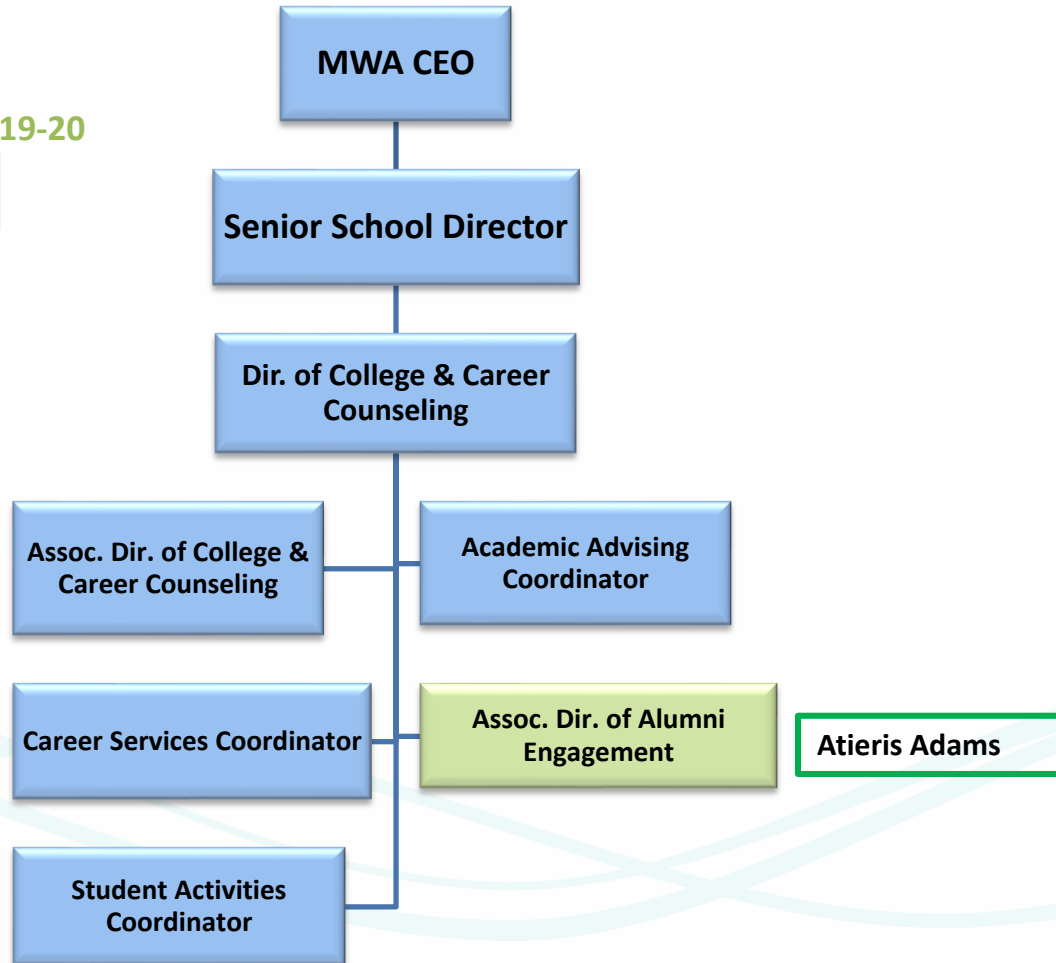
# MWA College Access

## Color Key

Existing Positions – 2019-20

Existing Modified Positions – 2019-20

Promoted



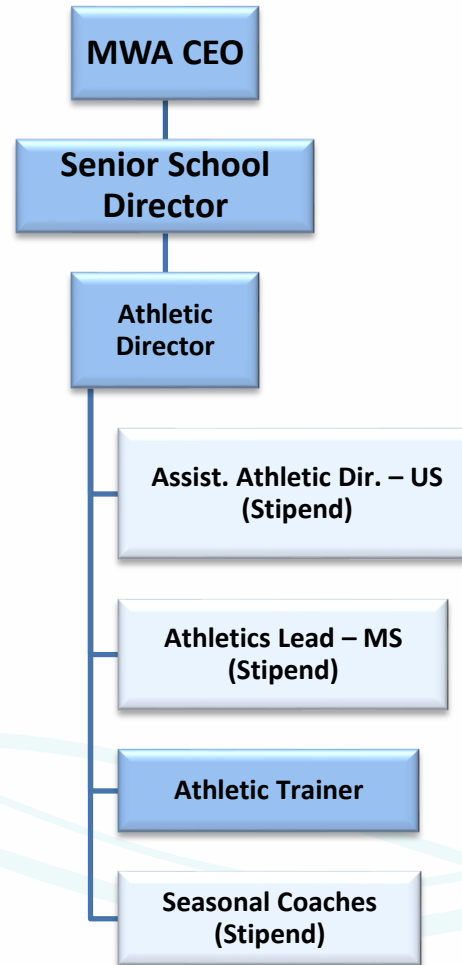


# MWA Interscholastic Athletics

## Color Key

Existing Positions – 2019-20

Stipend Positions



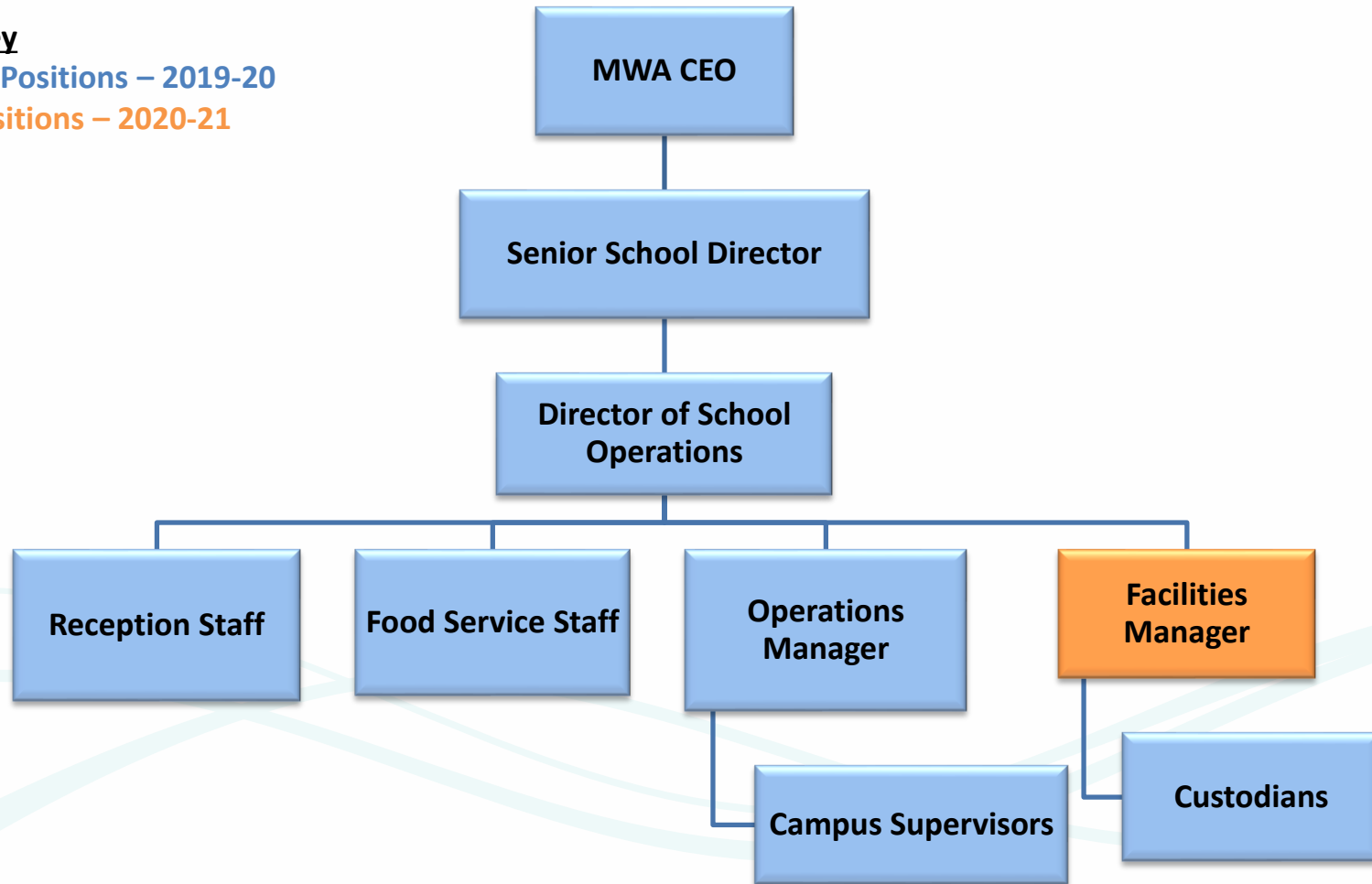


# MWA Operations

## Color Key

Existing Positions – 2019-20

New Positions – 2020-21



# Coversheet

## Q&A on Written Finance Report (CFO)

**Section:** II. Standing Reports  
**Item:** G. Q&A on Written Finance Report (CFO)  
**Purpose:**  
**Submitted by:**  
**Related Material:** September Board Meeting – Finance Report.pdf



## Executive Summary on 2020-21 State Budget

September 10, 2020

Governor Newsom signed the 2020-21 state Budget Act and related trailer bills into law on June 29, capping funding for growing schools and largely reversing many of the cuts he proposed in May. The 2020-21 state budget package is the most complex in decades, attempting to spare cuts by assuming billions in additional federal funds. The key features of this complex budget, as well as their impact on MWA, are summarized below.

**Growth Cap:** The growth cap, which was never discussed during the usual budget deliberations, appeared unexpectedly in the final version of K-12 education budget trailer bill (SB 89). It would peg schools' average daily attendance (ADA) for 2020-21 at 2019-20 levels, thereby effectively capping funding. Governor Newsom appears to have some "signer's remorse." He took the unusual step of issuing a signing message when he announced his signature of the trailer bill. The message spoke in part to the ADA growth cap as follows:

*"While maintaining school funding at current levels allows for stability in the public education system, it does not take into account schools that had planned expansions. By not funding these expansions, families enrolled in those schools may be displaced, with impacts exacerbated by the uncertainties caused by COVID-19. I urge members of the Legislature to pursue targeted solutions to these potential disruptions, and will work with you in coming weeks to enact them."*

At the time this summary was drafted, the Newsom Administration just proposed the 2020-21 state budget trailer "clean-up" bill language that would allow limited growth for classroom-based schools. Specifically, the administration proposed that the 2020-21 funded ADA for growing schools be lesser of 1) The LEA's actual Fall 2020 enrollment as of October 7, 2020, as reported through the CBEDS data system, reduced for grades K-8 and 9-12 by the statewide average absence factors for those grades (CDE previously posted factors of 4.49 percent for K-8 and 6.01 percent for 9-12), or 2) The LEA's projected enrollment in its most recent budget adopted prior to June 30, 2020 and reduced by the statewide average absence factors.

Some charter advocacy groups, including Charter School Development Center (CSDC), expressed cautious optimism that the governor's proposal will be adopted by the legislature. If passed, MWA' LCFF funding will be increased by about \$600k if its enrollment projections are met.

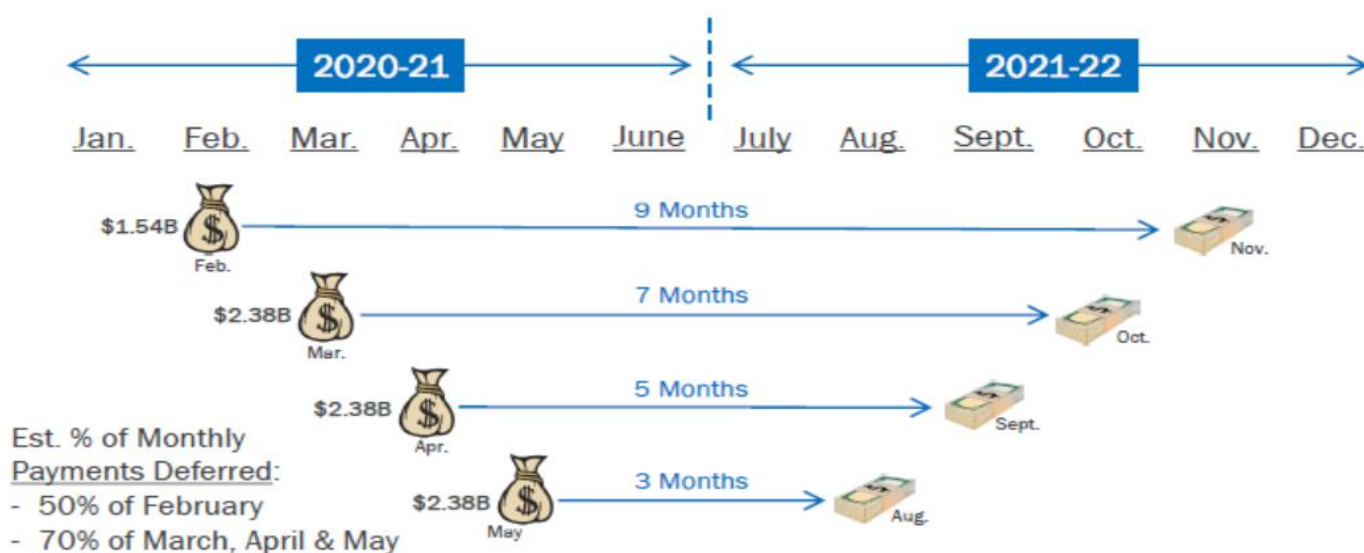
**Flat Funding:** As opposed to the Governor's May revision budget, which proposed to cut the state's general-purpose K-12 funding by 10%, the final state budget holds funding flat for most K-12 funding programs, including the Local Control Funding Formula (LCFF) and most state categorical funding programs, with no funding for the usual cost-of-living-adjustments (COLAs). **The funding, however, is contingent in part on the state receiving billions of dollars of additional federal aid.** Congress currently is deadlocked on aid legislation, with no current signs of progress.



**Massive Deferrals:** The budget includes a complex set of large funding deferrals. The *trailer legislation defers \$1.85 billion, or roughly half of the usual June 2020 Principal Apportionment briefly until July 15. Next spring, the trailer bill defers a total of over \$11 billion of state aid, with some deferrals lasting as long as nine months as shown in the graph below.* To put this into perspective, the total deferrals during the Great Recession were about \$9 billion rolled over several years.

A State budget was passed and signed into law (6/30/20) that keeps educational funding mostly flat, but with:

▪ **\$8.67B\* of deferrals in 2020-21**



\* Does not include June 2020 deferral of \$1.85B that will be repaid on 7/15/20. The total deferral in 2020-21 may be reduced by the Governor from any future federal funding that maybe received in 2020-21.

We updated our cash flow projections based on this estimated deferral schedule. Thanks to the reserves we have built up and also the \$2.5M we just received from SRE to pay off the PPP loan, at this point *we are cautiously optimistic that we do not need additional SRE contribution or cash flow support than we budgeted for (\$11.5M).* This is assuming that the state does not make further budget cuts or change the deferral parameters, although both of which could still happen (see below for “Can We Count on the State’s Adopted Budget?”).

Based on the updated cash flow projections, we expect to be able to maintain an ending cash balance of at least \$2M for all months in FY21.

**Pandemic Funding:** The trailer bill appropriates \$5.3 billion of federal COVID-19 relief funding to schools for learning loss mitigation. Where the governor’s May Revise had proposed targeting this funding on districts receiving LCFF concentration funding (MWA receives LCFF concentration funding due to its high percentage of





students who are eligible for free/reduced price meals), the adopted budget allocates more funding and in three chunks. \$1.5 billion is allocated to local education agencies (LEAs) based on the number of special education students they serve. \$2.86 billion is allocated in proportion to LEAs’ LCFF supplemental and concentration funding. \$980 million is allocated based on total LCFF funding.

All three of these Learning Loss Mitigation Funds sources must be used for activities that directly support pupil academic achievement and mitigate learning loss related to the COVID-19 pandemic. They are also contingent on recipients adopting a detailed Learning Continuity and Attendance Plan by September 30 containing specified elements and pursuant to a specified process.

**CalSTRS Rate Relief:** The state pensions trailer bill redirects \$2.3 billion previously appropriated in the 2019-20 budget that was appropriated to reduce long-term pension system liabilities and instead use these funds to reduce school employer near-term contribution rates in 2020-21 and 2021-22. In effect, this trades much larger long-term savings for smaller amounts of short-term relief.

CalSTRS’ employer rates are fixed in the Education Code and the pension budget trailer bill (AB 84) reduces them for the next two years, with the results shown in the table below.

<b>CalSTRS Employer Contribution Rates</b> (2020-21 Adopted Budget, estimates shown in italics)					
	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>	<b>2023-24</b>
Employer Rates	<b>17.10%</b>	<b>16.15%</b>	<b>16.02%</b>	<b>18.10%</b>	<b>18.10%</b>

**Impact on MWA Budget:**

Although we will not update our current FY 21 budget to reflect the assumptions made in the State-adopted budget until we develop the First Interim Budget in November, we have summarized the main impact on MWA budget below:

<b>Budget items</b>	<b>Estimated Net Positive/(Negative) Budget Impact</b>	<b>Notes</b>
LCFF Funding	<b>(\$190,000)</b>	The original budget assumes a 5% cut, while the final state budget assumes no cut but does not provide funding for any additional students.
State SPED Funding	<b>\$76,000</b>	The special education per pupil base rate was increased to \$625 pursuant to a new funding formula in the final



		state budget, as compared to \$552 estimated by El Dorado SELPA before.
School Facility Lease SB740	(\$260,000)	No funding for additional students, as well as 10% reduction from 2019-20 funding due to the program running at a deficit.
CARES Act ESSER Funding	\$246,000	See “Pandemic Funding” section above
CARES Act Learning Loss Mitigation Fund	\$920,000	See “Pandemic Funding” section above
Temporary CalSTRS Relief	\$150,000	For 2020-21, the CalSTRS employer contribution rate is reduced from 18.41 to 16.15 percent.
<b>Total Net Impact:</b>	<b>\$942,000</b>	Surplus of what was originally budgeted

### Can We Count on the State’s Adopted Budget?

While the adopted budget with its trimmed COLAs sounds much better than the much larger cuts that the Governor had proposed in May, whether we can rely on the budgeted revenues is an open question.

There are some apparent reasons for optimism. The economy is remarkably resilient in the face of the pandemic and financial markets have substantially rebounded from the initial, negative shock. State tax revenues of late are coming in a little higher than was anticipated when the budget was adopted. Several proposals are pending to levy additional tax funds that, if approved, could benefit schools. Some countries, notably Sweden and other northern European countries, have found ways to keep much of their society, economy, and schools “open” while simultaneously posting declining COVID-19 infection rates.

Several factors, however, raise serious concerns, including at least the following:

- Until reversed, deferrals are a de-facto funding cut.
- The economy recently entered a recession and its depth and severity is difficult to project.
- The recent surge in COVID-19 infections could make the recession worse and longer.
- The Federal Reserve is propping-up financial markets with unusual cash infusions and the larger economy is being held aloft by increased federal deficit spending. While this is comforting to financial markets in the near term, it is unclear whether the federal government can continue these practices,



politically and/or economically. If future measures fall short, it could present a shock to markets and the larger economic picture.

- While the state was able to reverse the funding deferrals from the Great Recession as the economy posted sustained growth, its capacity to reverse them in the near future is doubtful. Increased deferrals and additional funding cuts in 2021-22 are a distinct possibility—some would say likely.

# Coversheet

## ASB Written Update

**Section:** II. Standing Reports  
**Item:** H. ASB Written Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** ASB Board Report - September 2020.pdf

# Making Waves Academy

## *ASB Board Report*

*September 2020*





# ASB Updates

- ASB Elections were held 8/27 - 8/30
  - Newly elected ASB President will provide an update at the next scheduled Board Meeting.
- Student are currently working on their own safety videos for the community.

# Coversheet

## Building a Virtual School: An IT Perspective

**Section:** III. Non-Action Items  
**Item:** B. Building a Virtual School: An IT Perspective  
**Purpose:** Discuss  
**Submitted by:**

### BACKGROUND:

This panel is intended to give the Board an opportunity to engage the leaders who are behind the scenes making all of the technology, applied technology programming, and data and assessment elements operate well, so that our Wave-Makers and our teachers can have the best distance learning experience possible. These team members collaborate tightly to problem solve, to design systems, and to innovate, while working to ensure that everything from Chromebooks to Learning Management Systems are functional for our students.

### RECOMMENDATION:

After we share a few prepared questions to open up the panel, we ask that the Board engage the panel directly with any follow-up questions and comments that you may have.

# Coversheet

## Learning Continuity and Attendance Plan Public Hearing

**Section:** III. Non-Action Items  
**Item:** C. Learning Continuity and Attendance Plan Public Hearing  
**Purpose:** Discuss  
**Submitted by:** Evangelia Ward-Jackson  
**Related Material:** 2020 LearningContinuityandAttendancePlan\_MakingWavesAcademy.pdf  
LCP Executive Summary\_EWJ.docx.pdf

**BACKGROUND:**

Please see attached Executive Summary.





***Learn. Graduate. Give Back.***

# Learning Continuity and Attendance Plan Template (2020–21)

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

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

## General Information

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

The California Department of Public Health issued updated school guidance that includes using existing epidemiological metrics to determine if school districts can start in-person instruction. Any county that does not meet the state’s benchmarks is put on the County Monitoring List.

When data indicates that it is safe for schools to reopen, our LEA will offer a mix of in person and virtual learning based on student and family preference, with an emphasis on providing targeted instructional support to critical learners, as described in the plan linked here: [https://docs.google.com/document/d/1F8iQoWldkpnqLfuV6\\_QeZScwmYREqsMO\\_qfng2XuiYY/edit?usp=sharing](https://docs.google.com/document/d/1F8iQoWldkpnqLfuV6_QeZScwmYREqsMO_qfng2XuiYY/edit?usp=sharing).

Our LEA has established protocols to ensure safety of students and staff in the plan linked here: <https://docs.google.com/document/d/1TYu5xONNJS0SBV5EjWe67h4FNguZxOlpXUKPGTfml/edit?usp=sharing>

We will utilize a systematic assessment cycle to monitor student learning and competency development by implementing a regular cadence of math assessments using iXL and literacy assessments by using STAR Reading . In addition, wellness checks to support social emotional well-being will be conducted by the Holistic Support Services team, led by our Director of Holistic Student Services, the deans, social workers and clinicians.

Assessment data will be used to identify students who have experienced significant learning loss. Identified students will be offered one on one support with interventionists in math and English, targeted differentiated instruction in the classroom, and with virtual pull out sessions conducted through Zoom.

Our plan for progress monitoring and communicating student progress to families/guardians includes weekly parent communications, reminders for parents/guardians to check their students' progress on PowerSchool, and direct communication between teachers and families.

Identified students will be targeted for ongoing support in the event of school closure via assessments and data analysis performed by instructors under the guidance of the Senior Director of Academic Instruction and with input from the Director of Special Education, the Director of Academic Support Services.

## Stakeholder Engagement

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

Students and Families have engaged in multiple surveys throughout the closure to solicit feedback on the impact that COVID-19 has had.

On June 24th, Making Waves Academy families had the opportunity to participate in an input session regarding Making Waves Academy's plans for reopening in Fall 2020. Over 100 families participated. Following the meeting, we shared the slide presentation with all families and as well as a high level Q&A review from the session.

On August 5th, Making Waves Academy families had the opportunity to participate in an information session regarding Making Waves Academy's plans for reopening in Fall 2020. Three hundred eight (308) different families participated; 97% of those who registered attended. Following the meeting, we shared the slide presentation with all families.

Additionally, students were surveyed beginning on August 10th, prior to the start of school, to gauge their feelings regarding starting the academic year virtually, and what resources they would like to have to best prepare for the upcoming year. 266 students responded within 72 hours, representing 31% of 6th through 12th grade students. A total of 466 students responded, representing 51% of students in grades 6 through 12.

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

All opportunities for public meetings have been remote; participants are urged to call in or use Zoom to participate. All meetings have been translated into Spanish, which is the most commonly spoken language of families who speak a language other than English at our school.

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

By gathering a triangulation of data through our parent input session, parent survey data and questions fielded by parent leaders, we are able to see the distinction between families who participated in the information session and those who responded to the survey. Many parents shared that they appreciated Zoom and praised the school's use of the platform. Families also highly valued live instruction. The analysis is

that parents value live instruction that allows their children to engage with their instructors and receive immediate, direct feedback. Parents are expecting that MWA leaders are working to prioritize opportunities for direct student engagement until the school can fully reopen.

Families responding to the survey were more evenly split between wanting their children to return in the fall (53%), and being unsure about the decision (42%). In contrast, parents participating in the input session were more cautious about wanting their children to return to campus, with 25% stating that their children would return, and were looking to the school for more information before making a determination. Understandably, families are concerned about safety and are carefully weighing their options while also prioritizing student learning. This difference in data points highlights the importance of providing multiple opportunities and modalities for families to express their opinions. It also encourages us to continue collaborating with our parent leaders as a resource for engaging more families in providing input through upcoming opportunities.

A summary of the Feedback from the Student Survey Data is as follows:

#### Feelings on Distance Learning

54% of students are content, happy, or very happy about starting the school year virtually. 21% are unsure of how they feel and 21% are not happy with starting the school year virtually. The remaining 4% report having mixed emotions.

#### Concerns Returning to Campus

72% of students are a little worried, worried, or very worried about returning to campus when we are able to do so. 17% are not worried and the remaining 11% do not know how they feel.

#### Primary Concerns for Distance Learning

55% of students are most concerned about staying on top of their academics. 15% are concerned about remaining connected with friends. 15% are primarily concerned about remaining connected with teachers and staff. Seven percent would like a better space at home for distance learning. Two percent are in need of more reliable internet connections as their top concern.

#### Least Concern while Distance Learning

Students are least concerned about reliable internet access, with 35% choosing that as an area of least concern. 20% are least concerned with having space at home for completing their work. 19% are least concerned with staying connected with friends. 15% are least concerned 11% are not least concerned with staying connected with staff and 11% are least concerned with staying on top of their academics.

#### Important Resources for Distance Learning

65% of students favor having prerecorded lessons and 49% find having live instruction important. 72% of students find it important to know if they need help with their work. 43% of students find it important to know how to get IT support with their Chromebook. 36 percent listed having computer access as important during distance learning, and 13% are concerned about having enough for themselves and their families to eat.

#### Mental Health Resources

66% of students listed staying connected with their friends as a primary mental health support. 34% of students want to be connected with someone to talk to about personal or family issues. 29% listed remaining connected with a counselor as a support. 20% listed remaining connected with a dean or social worker as a support.

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

The Learning Continuity and Attendance plan includes choice for all families to decide if they would like to return to campus when conditions allow, or if they would like to continue engaging in distance learning. Students are able to engage in both live synchronous instruction and asynchronous instruction, which students expressed an interest in via the survey. Additionally, we have increased the amount and the means of communication to families as a result of feedback from the survey; families are able to receive updates weekly via a phone call home, an email, a text message, and via the school website.

## Continuity of Learning

### In-Person Instructional Offerings

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

The California Department of Public Health issued updated school guidance that includes using existing epidemiological metrics to determine if school districts can start in-person instruction.

When data indicates that it is safe for schools to reopen, our LEA will offer a phased in hybrid approach.

Our LEA has established protocols to increase the safety of students and staff by requiring all staff to complete a safety course facilitated by the HR department, and to pass a quiz that verifies their knowledge of the procedures and protocols. The school has established specific routines, expectations and procedures for safety including physical distancing, signage reminding people to wear masks and remain at least six feet apart, requiring temperature checks prior to entering the building, limiting the number of people on campus at any given time and through providing personal protective equipment.

We will utilize a systematic assessment cycle to monitor student learning and competency development that includes planning from standards, assessing student learning, reflecting on teaching practices with data and refining our approach. In addition, wellness supports for social emotional well-being will be implemented on a weekly basis.

Assessment data will be used to identify students who have experienced significant learning loss. Identified students will be offered small group instruction, live in person instruction and social emotional well-being groups.

Our plan for progress monitoring and communicating student progress to families/guardians include weekly formative assessments, office hour check ins and messaging to families after each assessment cycle.

Identified students will be targeted for ongoing support in the event of school closure daily by engaging in small group intervention and differentiated support.

It is the policy of Making Waves Academy (“The School”) to take all reasonable measures to prevent the spread of the novel coronavirus disease (“COVID-19”) among students and staff. In accordance with this policy, The School is temporarily implementing health and safety measures to mitigate the spread of COVID-19, to be used when The School is allowed to resume in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing the other measures can make up for the absence of another. This Policy includes both mandatory measures (using terms “shall” or “will”) as well as recommended measures intended to guide decisions in light of practical limitations.

The School offers distance learning as an alternative to in-person instruction. Distance learning will also remain available for students who would be put at risk by an in-person instructional model once in-person instruction resumes. For example, students with a health condition, students with family members with a health condition, students who co-habitate or regularly interact with high-risk individuals, or individuals, or are otherwise identified as “at-risk” by the parents or guardians are students whose circumstances otherwise merit distance learning.

#### Limited Campus Access & Contact:

Making Waves Academy will allow only necessary visitors and volunteers on the School campus and limit the number of students and staff with whom they come into contact. Making Waves Academy will exclude from the campus any employee, student, parent, caregiver or visitor who refuses to take or does not pass a Wellness and Temperature Screening.

Making Waves Academy will minimize close contact between students, staff, families, and the broader community at arrival and departure a number of methods. To learn about the methods used please reference the MWA Health & Safety Policy for COVID-19 Guide.

#### Wellness Checks and Temperature Screenings

Making Waves will implement and require the following in person and at home wellness checks and temperate screenings for students and visitors:

#### Student Screening:

- Home Screening: Parents shall be instructed to screen their student before leaving the house for school. Before leaving the house, a parent should confirm that the student has a temperature below 100.4 degrees Fahrenheit and does not exhibit any other COVID-19 symptoms. Any student who has a fever or other COVID-19 symptoms must stay home from school for at least 10 days after the onset of symptoms, or such period as required by local health order or directive.
- Bus Screening: A staff member shall conduct a wellness check of each student prior to entering the bus, which should include a temperature check using a no-touch thermometer, if possible. In the event that a temperature or wellness check confirms that a student is exhibiting symptoms of COVID-19, the student shall not be permitted to ride.
- Campus Screening: MWA staff shall actively monitor students for COVID-19 symptoms when the student enters the school site, which shall include a visual wellness check and a temperature check (confirming temperature below 100.4 degrees Fahrenheit) using a no-touch thermometer, to the extent feasible.

Visitors (including parents/guardians) to MWA :

Campus Screening: Each visitor to the school site shall be screened for COVID-19 symptoms before entering the school site. The staff member who greets the visitor at the entrance shall administer an in-person wellness check prior to escorting the visitor to his or her destination:

If the visitor answers “no” to all questions, he or she may enter the school.

If the visitor answers “yes” to any of the questions, he or she may not enter the school.

COVID-19 Testing and Reporting:

Surveillance Testing: Consistent with CDPH Guidance, Making Waves Academy will implement surveillance testing based on local disease trends periodically, as testing capacity permits and as practicable , and if directed by the local public health order.

In the event of a positive test result: MWA requires that parents/guardians and staff notify school administration immediately if the student or staff tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.

If the event of a suspected COVID-19 case(s): The School will identify isolation rooms and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.

Response to Suspected or Confirmed Cases and Close Contacts:

If the event of a suspected COVID-19 case(s): MWA will identify isolation rooms and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.



In the event of one or more confirmed COVID-19 case(s) The School will follow the California Department Public Health CDPH Framework for Reopening K-12 Schools.

Close contacts to confirmed COVID-19 case(s): Close contacts (household or non-household) of confirmed COVID-19 cases should be sent home immediately, instructed to get COVID-19 testing immediately and ten (10) days after their last day of exposure to the case. Even if they test negative, they should remain in quarantine for a full 14 days after (1) date of last exposure to COVID-19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.

Returning to school after home isolation:

Symptomatic individuals (experiencing COVID-19 symptoms):

Those who test negative for COVID-19 can return 3 days after resolution of fever (if any) and improvement in symptoms.

Those who test positive for COVID-19 can return 10 days after symptom onset or test date.

Asymptomatic individuals (not experiencing COVID-19 symptoms):

Those who test positive for COVID-19 may return to work after completing their isolation/quarantine period.

Close contacts to confirmed COVID-19 cases:

Close contacts to confirmed COVID-19 cases at school can return 14 days from the last date that the case was present at school while infectious.

Close contacts to confirmed COVID-19 cases at home or outside school can return a full 14 days after (1) date of last exposure to COVID-19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.

Note: Documentation of a negative test result should be provided to school administrators before returning to campus. In lieu of a negative test result, students and staff may return to work with a medical note by a physician that provides alternative

Sanitizing/Hygiene Materials and Physical Distancing Practices:

Routine cleaning and disinfecting: The School will incorporate the CDPH and CDC Guidance for Cleaning, Disinfection and Ventilation as appropriate to maintain a high level of cleanliness throughout the year and reduce the risk of exposure to and spread of COVID-19 at the school site.

Facility Measures: The School will incorporate CDE guidance for maintaining a healthy facility, to include some or all of the following:



Physical distancing (staff): The School will incorporate CDPH and CDE guidance with respect to physical distancing between employees, to include some or all of the following:.

Physical distancing (students): The School will incorporate CDE guidance with respect to physical distancing between students on campus, to include some or all of the following:.

Physical distancing (buses): The School will incorporate CDE guidance with respect to physical distancing between students on buses (if bus transportation is provided).

Use of gloves and PPE: The School requires employees to wear gloves and other Personal Protective Equipment (“PPE”) in accordance with the following standards.

All students who are not prevented from doing so by a breathing problem or disability shall wear a clean cloth face covering:

While waiting to enter the school campus.

In any area outside of the classroom (except when eating or drinking).

While leaving school.

While waiting for or riding on a school bus.

Students in grades 3 and above are required to use cloth face coverings when in the classroom even if they are in a stable classroom cohort.

Proper use of cloth face coverings by students will be strictly enforced. The School will exclude from campus individuals who refuse to wear a face mask. Note: Students excluded from face covering requirements include anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the covering without assistance.

The School shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.

A cloth face covering or face shield may be removed for meals, snacks, naptime, or outdoor recreation, or when it needs to be replaced. When a cloth face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student’s name and date) until it needs to be put on again.

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

Description	Total Funds	Contributing
IXL and Star Diagnostic Testing;	14,200	Yes

Description	Total Funds	Contributing
Achievement Network Partnership: Assessments and Professional Development	31,300	Yes
Math Pilot Needs: Technology, special supplies such as white boards, paper, stylists, docucam	65,000	Yes
Digital Curriculum: TCI History, Open Up Online Math, Science Impact Curriculum	27,179	Yes
Interventionists (5)	292,241	Yes
Director of Academic Support Services (New Position)	176,195	Yes
PPE, hand sanitizing stations, thermometers	55,000	Yes
10% of Dean of Students time will be devoted to training and reinforcing community members on COVID-19 specific safety protocols and procedures	54,239	Yes

## Distance Learning Program

### Continuity of Instruction

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

Making Waves Academy is implementing a robust plan for the continuity of instruction. Pillars of this plan include: Daily Synchronous Teaching, Daily Asynchronous Teaching, Synchronous SEL Lessons on Monday through Thursday. Making Waves Academy is committed to grade level standards based instruction. All teachers have created pacing guides with a plan for how they will teach Grade Level Standards. After Diagnostic Testing, teachers will look at the data to determine how to make up for unfinished learning and learning loss. Full curricula which are standards-aligned will be implemented in both distance learning and in-person learning modes for all students. Our Reopening Plan includes a comprehensive description of our full curricula and instructional resources for both distance learning and in-person instruction, as well as a for potential rapid transition between these modes of teaching and learning.

Our Learning Management System (LMS) CANVAS will be used for both distance and in-person learning. Our LMS as well as other adaptable learning platforms will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.

### Access to Devices and Connectivity

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

All students have access to Chromebooks and Canvas, our Learning Management System. We have also purchased Hot Spots to support families who need support with internet connectivity.

In order to determine which students require devices and/or connectivity to be able to access distance learning, we have surveyed families around their needs. From these surveys we determined that 97% of our students had access to internet and 93% had a working chromebook.

In response to the data, we purchased hotspots and implemented a curbside IT support system.

If a student's device requires technical service, or if a student's access to a device and/or connectivity changes midyear, we have put a protocol in place to communicate their support needs to the LEA. Student email IT and set up an appointment to come in and fix the device.

## Pupil Participation and Progress

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

Our teachers are expected to give daily checks for understanding and weekly formative assessments as a means of tracking pupil progress through both synchronous and asynchronous instruction. Additionally, we will give 3 interim assessments and 2 diagnostic assessments this year. This data will be used in planning to ensure our students are making adequate progress towards grade level understanding.

### Attendance:

Due to the current COVID-19 pandemic, student attendance will be tracked and managed in a different way this year. Student attendance will be gathered in several different ways, including: Live interaction, pupil and/or parent contact, assignment completion, assessments, and engagement in the Canvas learning management system.

For students to be marked present for live synchronous instruction, it is important that students log in on Zoom using their Last Name, First Name as listed in PowerSchool.

Students should log-in to class five minutes before class begins.

Students should only access Zoom via their Making Waves Academy email that ends with “@stu.mwacademy.org”.

The Registrar Team generates a weekly report of students and highlights students who were absent for 3 or more days in a week. This report is sent to the Deans of Students for review. The Holistic Support Services Team initiates direct outreach to guardians to collaboratively identify and overcome obstacles to attendance.

For excused or pre-arranged absences, parents/guardians will complete the Student Early Release and Absence Request Form and email to the Grade-Level Dean for review and approval.

To report student illnesses or medical appointments, please contact the attendance office at 510-854-3009; for Spanish please call 510-854-3005.

### Participation and Engagement:

Instructional staff will evaluate and assess student work, completion of assignments and collect metrics on our students daily/weekly progress to ascertain the level of participation and progress. Participation will be calculated by synchronous learning attendance, completion of assignments and communication each day.

### Time Value of Pupil Work:

The time-value will be provided to student assignments from each teacher’s content area & grade level.

## Distance Learning Professional Development

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

Our teachers engaged in 1.5 weeks of Professional Development before school started and will continue to receive weekly PD on Fridays for one hour. Our PD focuses on instructional technology, assessing student learning during distance learning and effective standards based instructional strategies.

## Staff Roles and Responsibilities

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

A wide variety of student needs, including trauma, lack of mental wellness, stress and anxiety, and low academic performance have been intensified as a result of the COVID-19 pandemic.

In response, the roles of clinicians and social workers have shifted to reflect a Tele-mental Health focus vs. in-person services focus. The informed consent process has shifted to a more proactive approach of informing and educating the community on what Tele-mental Health entails and the corresponding pursuit of documented informed consent. Mandated reporting practices training was modified to reflect the challenges of distance learning environments. The process of reporting has shifted from requiring use of on-site fax machines to relying on physical mail-in services.

## Supports for Pupils with Unique Needs

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

English learners will receive daily Designated and Integrated ELD instruction to practice language and achieve academic standards, and instruction targeted at their proficiency level.

To mitigate learning loss and prevent additional learning loss, for Pupils with Unique Needs, we will utilize benchmark assessments and ongoing formative assessments to monitor student progress of English Learners.

The Foster and Homeless Youth Services available at MWA will provide school supplies to foster and homeless students in need. A consistent process will be used to identify student needs and address barriers to education.

Regarding pupils in foster care and youth experiencing homelessness, MWA engages all new and returning students/families with pertinent questions through our registration/re-enrollment process:

These questions serve to assess family housing status(e.g. temporary or permanent), shared living situations, extenuating circumstances, parents/guardians in the home, as well as individuals who have access to educational records. Once data is collected, it is documented by Division School Social Workers for further assessment of potential needs, including access to additional resources.

Specific internet/WiFi-related needs are assessed on an ongoing basis via SchoolMint registration/re-enrollment, as well as through our internal referral system, which processes requests from students/parents, administrators and instructors.

MWA's IT Department will provide internet support via Hotspots. Students are able to receive school supplies, academic materials, and access to Chromebooks in order to complete distance learning requirements.

Additional needs are assessed at the onset of the academic year via parent conference. School personnel, including Division School Social Workers receive ongoing training and resources from the Contra Costa County Office of Education, and other partners. Staff Community and Mental Health Resources are also shared with faculty and staff. Division School Social Workers provide ongoing case management to monitor foster care status, provide communication pathways for caregivers and advocate for student needs.

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

Description	Total Funds	Contributing
Purchased and administered diagnostics and interim assessments;	35,000	Yes
Conduct weekly observations of all faculty and implement follow up coaching	40,000	Yes
15% of Dean of Students time will be dedicated to monitoring attendance patterns each week and to implementing re-engagement efforts	31,300	Yes
60% of clinician and Social Worker time will be devoted to Tele-mental Health services	81,359	Yes
1% of Social Worker time will be devoted to providing school supplies to foster and homeless students in need	160,982	Yes

Description	Total Funds	Contributing
1% of clinician and Social Worker time will be devoted to mandated reporting in distance learning environments	2,683	Yes
30% of Social Worker time will be devoted to assessing the needs of and allocating resources to foster youth, students with exceptional learning needs, youth with unique needs and youth experiencing homelessness	2,683	Yes

## Pupil Learning Loss

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

Making Waves Academy will administer IXL assessments for math and Star Reading Diagnostics for literacy to students at the beginning and end of the year. These diagnostics will measure learning loss as a result of COVID-19, as well as help to monitor student progress throughout the school year. Teachers and administrators will also work with their leadership teams to develop common formative assessments to measure student learning loss and determine the next step in establishing personalized learning plans the areas of English Language Arts, English Language Development and mathematics.

## Pupil Learning Loss Strategies

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

There is an understanding that school closures may have impacted student learning. This has been referred to as the COVID-19 slide. To address the COVID-19 slide Making Waves Academy will implement the following strategies and actions to address learning and accelerate learning progress:

- Small Group Instruction
- Data talks with teachers
- Conduct intervention during asynchronous learning time

Additionally Making Waves Academy is implementing strategies and actions that are differentiated to support the diverse academic needs of our students:

English Learners:

IXL, Lexia programs, Small group intervention support, SADAIE PD for Tier 1 Instruction and strategic family outreach.

Low Income Pupils:

IXL, Small Group Intervention Support

Foster/Homeless Youth:

Option for in person learning during phase 2 and 3.

Pupils with exceptional needs:

Resource Support Program (RSP) Classes, small group learning support, on campus

## Effectiveness of Implemented Pupil Learning Loss Strategies

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

The implementation of pupil learning loss strategies is a necessary step in addressing the needs of students. Student data is essential in understanding the effectiveness of implemented learning loss strategies. For data to lead to meaningful change in student outcomes, teachers and administrators need designated collaboration time to analyze data, identify shifts and changes in instruction to meet student needs, implement intervention strategies, and assess the effectiveness of instructional strategies. (Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools -

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

Description	Total Funds	Contributing
Administer a diagnostic in Math and ELA	14,000	Yes
Engage in data dives to inform year at a glance pacing	25,000	Yes



Description	Total Funds	Contributing
Small group intervention supports to be provided for Foster/homeless youth, pupils with exceptional needs, ELD students and low-income students accounting for 15-20% of Dean and Social Worker time	35,000	Yes

## Mental Health and Social and Emotional Well-Being

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

Making Waves Academy (MWA) will provide staff with professional development on the following mental health and social and emotional well-being topics:

1. Psychological 1st Aid (Processing the Impact of COVID-19)
2. Listening & Responding with Compassion,
3. Foundational Protocols and Procedures (Establish Routines, Expectations, and Procedures),
4. Behavior Management Systems,
5. "Notice Talk Act" early mental illness detection and intervention procedures (including mandated reporting, suicidal/homicidal ideation, referral and reporting guidelines, and modifications due to COVID-19 and Distance Learning),
6. Social Worker/Counselor referral procedures,
7. Diversity/equity/inclusion training for teachers on how to have difficult conversations on racial injustice and other sensitive topics, R
8. Restorative Practices and trauma-informed classroom/meeting procedures,
9. Mentor-ship/coaching/& facilitating conversations around goal-setting, negotiating healthy relationships, establishing and holding boundaries, advocating for needs, self-care in relationships, time management, organization,
10. Asking for help among colleagues/ supervisors, & accessing school-based and community resources for teachers.

Additional support will include access to Critical Incident Debriefs provided by our psychological services contractor and access to Magellan Crisis Support.

We will deliver staff development on these topics on a monthly basis as conducted by the Holistic Support Services Department.

MWA will monitor and support the mental health & social and emotional well-being of staff via continuous check-ins on the 15Five application for leaders and through recurring delivery of surveys to assess staff needs at transitional stages of reopen.

The following resources will be provided to pupils and staff to address trauma and other impacts of COVID-19:

1. Daily Social Emotional Learning supports and interventions will be provided to Advisory teachers and delivered to all students via advisory periods,
2. Group Mentorship offerings will be facilitated by adult leaders to build social connections, supports and deliver additional resources for students with identified needs,
3. Ongoing mental health referral process to provide students with acute needs with intensive individualized therapeutic supports from site-based clinicians and Social Workers,
4. Staff, families and students may refer students of concern to social workers,
5. Students identified through the referral process will be assigned to appropriate mental health services.

MWA engages new and returning students/families with pertinent questions via our registration/re-enrollment process. These questions serve to assess additional mental health and/or social-emotional needs. Once data is collected, it is documented by Division School Social Workers for further assessment of potential needs, including mental health services and supports. School Mental Health providers will collect ongoing wellness surveys from students that address questions around mental health and holistic needs.

The following resources will be provided to pupils and staff to address trauma and other impacts of COVID-19:  
The National Child Traumatic Stress Network (NCTSN): Trauma-Informed School Strategies During COVID-19,  
SEL Center: Strategies for Trauma-Informed Distance Learning,  
CCEE Trauma Informed SEL:Dist.Trauma Informed SEL

Shared community resources:  
Staff Community and Mental Health Resources  
Information Resource Guide

## Pupil and Family Engagement and Outreach

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

In order to provide outreach to all parents/ guardians, we have developed a Campus Life Guidebook for students and guardians that captures modifications related to our distance learning plan.

Included in our plan, we have written procedures for tiered re-engagement strategies for students who are absent. The Registrar Team contacts parents via phone calls for each day a student is marked absent. The Registrar Team also generates a weekly report of students who were absent for 3 or more days in a week. This report is sent to the Deans of Students for review. The Holistic Support Services Team initiates direct outreach to guardians to collaboratively identify and overcome obstacles to attendance. Attendance re-engagement effort strategies include identifying WiFi and Chromebook needs, connecting students and families to school-based tools and resources for IT support, identifying and addressing the nutritional and mental health needs of students and families, and connecting students and families to the most relevant school or community-based holistic support resources. Deans are trained to monitor attendance patterns on a weekly basis, to implement re-engagement efforts, and triage student and family needs that present obstacles to attendance. Students with chronic absences will be prioritized to receive ongoing individualized counseling, group counseling and mentor-ship offerings. Our Dean of Students Department will consult with our School Attendance Review Board (SARB) County Coordinator and Public Health guidelines to identify when formal SARB interventions are appropriate.

## School Nutrition

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

Meals will be provided to all enrolled students at Making Waves Academy on Mondays and Wednesdays from 11 AM to 1 PM. Meals distributed on Monday will be enough to provide a nutritious lunch, and snack for two days; meals provided on Wednesday will be enough to provide sustenance for three days. The intention of our schedule is to limit the number of times that families have to come onto campus, thereby increasing the safety of students and staff by limiting exposure. The majority of students who attend Making Waves Academy are eligible for free and reduced price meals, such that all students are provided meals without charge for the entire academic year.

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

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

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

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
25.29%	2,131,161

### Required Descriptions

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

Research indicates that educational programs that address the holistic and social emotional well-being needs of students lead to better academic and life outcomes. MWA is therefore prioritizing meeting the holistic needs of all of our students during each phase of reopen via delivery of daily synchronous school counseling curriculum during the Advisory period, and by implementation of small group and intensive

individual Tele-mental Health counseling and mentorship opportunities that explicitly develop student academic, behavioral and social emotional skills and competencies. At each phase of reopen, the needs of foster youth, English learners, students with exceptional learning needs and low-income students were considered first, such that they are prioritized for receiving school-based mental health services and for on-site social emotional well-being supports and instructional offerings when public health guidelines and safety standards of the school community permit. Additionally, we are devoting significant resources for PPE and physical safety enhancing materials (such as hand sanitizing stations and touchless thermometers), as well as for training and reinforcing community members on COVID-19 specific safety protocols and procedures to limit the spread of the virus in our community, which is disproportionately impacted by high infection rates. Our foster youth, students with exceptional learning needs and low-income students are more likely to be victims of child abuse, are more likely to be in need of critical school supplies, and are more likely to experience chronic absenteeism. As a result, our Deans of Students, clinicians and Social Workers are devoting notable efforts to attendance re-engagement outreach, mandated reporting in distance learning environments, and to making supplies available as needed.

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

By investing in diagnostic testing, intervention, professional development and school counseling, we anticipate that we will see increased achievement in social emotional well being and learning achievement within our critical needs groups: foster youth, homeless students, english learners and students on IEPs. We know that the pandemic has impacted learning, we know that engaging our students with adaptive assessment and instruction platforms is beneficial to their learning. We also anticipate daily live synchronous teaching



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### Executive Summary

To Making Waves Academy Board  
 From Dr. E. Ward-Jackson, Senior School Director  
 Date September 02, 2020  
 Subject Local Continuity and Attendance Plan (LCP)

**Background:** On June 29, 2020, Governor Gavin Newsom signed Senate Bill 98 (SB98) into law. Though a budget bill, as a result of the COVID-19 pandemic, it also includes requirements regarding distance learning and in-person instruction for the 2020-21 school year. SB 98 established that the Local Control and Accountability Plan (LCAP), as well as the annual update to the LCAP are not required for the 2020-21 school year, and that the California Department of Education (CDE) will not publish the California School Dashboard in December 2020. Additionally SB 98 establishes California EC Section 43509 and the 2020-21 Learning Continuity and Attendance Plan (shortened to Learning Continuity Plan as to not be confused with the LCAP). The CDE introduces the LCP as *a key part of the overall budget package for K-12 that seeks to address funding stability for schools while providing information at the local educational agency (LEA) level for how student learning continuity will be addressed during the COVID-19 crisis in the 2020–21 school year.* It is intended to balance the needs of all stakeholders, including educators, parents, students and community members, while both streamlining engagement and condensing several preexisting plans.

**Timeline for submission:**

Timeline for Completing Learning Continuity Plan (LCP)

Dates	Milestones/Deadlines
09/24/2020 (Thursday) - tentative	Special Board meeting to approve LCP
09/21/2020 (Monday)	Board packet submission
09/11/2020-09/18/2020	Revisions of the LCP based on the feedback from the public hearing
09/10/2020 (Thursday)	Public hearing of the governing board meeting
09/07/2020 (Monday)	Agenda and drafted LCP posted for review 72 hours before the public hearing
08/31/2020 - 09/04/2020 (Monday - Friday)	Finance team provides funding information to the draft LCP
08/28/2020 (Friday)	Draft LCP due to Hung Mai and Wallace Wei (except for funding information)
08/11/2020-08/28/2020 (Friday)	Working on draft LCP

**Additional Insight:** The Senior School Leadership Team along with the Finance Team have collaborated tightly in an effort to populate the LCP document with our school's approach, our response to continuity of learning and the fiscal implications associated with all of our action items. We have attended several County and State trainings/webinars, and we have attended Contra Costa County Office of Education Office Hours where we received direct feedback on our draft. We are confident that our LCP draft holds all of the key elements intended for the plan and has considered the required guidelines shared by the State and by the County.

# Coversheet

## Board Minutes: June 18, 2020 Board Meeting

**Section:** IV. Action Items  
**Item:** A. Board Minutes: June 18, 2020 Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for June Board Meeting on June 18, 2020

APPROVED



## Making Waves Academy

### Minutes

#### June Board Meeting

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#### Date and Time

Thursday June 18, 2020 at 11:00 AM

#### Location

#### Join Zoom Meeting

[https://mwacademy.zoom.us/j/81266866026?](https://mwacademy.zoom.us/j/81266866026?pwd=M1RNWU5tOVNGNzdmdFhQZWFO0TnpQdz09)

[pwd=M1RNWU5tOVNGNzdmdFhQZWFO0TnpQdz09](https://mwacademy.zoom.us/j/81266866026?pwd=M1RNWU5tOVNGNzdmdFhQZWFO0TnpQdz09)

Meeting ID: 812 6686 6026

Password: mwaboard

#### One tap mobile

+16699006833,,81266866026#,,,,0#,,464931# US (San Jose)

+12532158782,,81266866026#,,,,0#,,464931# US (Tacoma)

Meeting ID: 812 6686 6026

Password: 464931

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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](mailto: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

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- 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](mailto: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.

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](mailto:emartinez@mwacademy.org) or 510-227-9856.

Please note that all agenda times are estimates.

[To access the agenda in Spanish Click Here](#)  
[Oprima aqui para ver la agenda en Espanol](#)

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**Directors Present**

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Alicia Klein (remote), Jessica Laughlin (remote), Layla Naranjo (remote), Margaret Watson (remote), Maricela Navarro (remote)

### **Directors Absent**

Burak Gursel, Daryle Morgan, Esther Hugo

### **Guests Present**

Alton B. Nelson Jr. (remote), Ashley Yarbrough (remote), Caitlin Shelburne (remote), Damon Edwards (remote), Elizabeth Martinez (remote), Evangelia Ward-Jackson (remote), Hung Mai (remote), Jeff Hazel (remote), Jon Siapno (remote), Priscilla Mendez (remote), Raynell Crews-Gamez (remote), Tara Martin-Chen, Tela Caul, Wallace Wei (remote)

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## **I. Opening Items**

### **A. Call the Meeting to Order**

### **B. Record Attendance and Guests**

### **C. Public Comment**

No public discussion was made.

## **II. Standing Reports**

### **A. Compliance to Excellence: Remarks by Board President**

Board President acknowledged:

- the school for the success of the virtual promotion and graduation
- the organization's response on racial justice, available on our website: <https://www.makingwavesacademy.org/about-us/making-waves-stance-on-racial-justice>

Board President acknowledged that reopening plans will be discussed and the board members will have the opportunity to provide input during this meeting. Parents will have an opportunity to provide their input on June 24th at 6:00 PM.

### **B. Mission Connection: The School Year in Reflection**

Faculty from the middle and upper school share their reflections on the school year via video messages.

### **C. Deep Dive: School Reopening Plans**

Board engaged in discussion with school leaders about fall reopening scenarios that are currently under consideration.

- Scenario 1: A percentage of students on campus and the remainder online. The on-campus population would include critical learners and subgroups.
- Scenario 2: 100% distance learning (this is an ongoing back up scenario).
- Scenario 3: A model that is hybrid where students are on campus and students at home can view instruction live.

#### **D. Committee and Advisory Committee Updates**

No updates were provided.

### **III. Non-Action Items**

#### **A. Audit Governance Letter**

No questions were raised and the letter was accepted.

### **IV. Action Items**

#### **A. Board Minutes: May 21, 2020 Board Meeting**

Margaret Watson made a motion to approve the minutes from May MWA Board Meeting on 05-21-20.

Layla Naranjo seconded the motion.

with a correction to the action section.

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

##### **Roll Call**

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

#### **B. Accept Minutes for Committees and Advisory Committees**

Jessica Laughlin made a motion to approve the minutes from Diversity, Equity & Inclusion Advisory Committee Meeting on 06-04-20.

Maricela Navarro seconded the motion.

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

##### **Roll Call**

Alicia Klein	Aye
Margaret Watson	Aye
Maricela Navarro	Aye
Jessica Laughlin	Aye

**Roll Call**

Layla Naranjo Aye  
Burak Gursel Absent  
Esther Hugo Absent  
Daryle Morgan Absent

**C. Revision to Board Policy 5**

Layla Naranjo made a motion to approve the revised board policy.  
Margaret Watson seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

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

**D. RT Fisher Renewal**

Maricela Navarro made a motion to approve.  
Margaret Watson seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

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

**E. Fruge Psychological Associates Renewal**

Margaret Watson made a motion to approve.  
Jessica Laughlin seconded the motion.  
corrections are needed to the dates listed on the last page of the contract  
The board **VOTED** to approve the motion.

**Roll Call**

Alicia Klein Aye  
Maricela Navarro Aye  
Esther Hugo Absent

**Roll Call**

Burak Gursel Absent  
Layla Naranjo Aye  
Jessica Laughlin Aye  
Margaret Watson Aye  
Daryle Morgan Absent

**F. Teaching Well Agreement**

Jessica Laughlin made a motion to approve.  
Maricela Navarro seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

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

**G. 2020-21 CharterSafe Insurance Renewal**

Maricela Navarro made a motion to approve.  
Layla Naranjo seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

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

**H. Dell Staff Laptop Replacement**

Maricela Navarro made a motion to approve.  
Margaret Watson seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Jessica Laughlin Aye  
Burak Gursel Absent  
Layla Naranjo Aye

**Roll Call**

Maricela Navarro Aye  
Alicia Klein Aye  
Esther Hugo Absent  
Margaret Watson Aye  
Daryle Morgan Absent

**I. Pacheco's Cleaning**

Item was pulled from the agenda because the language in the contract was insufficient.

**J. Michael's Transportation**

Layla Naranjo made a motion to approve.  
Margaret Watson seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

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

**K. Designation of North Coast Section, CIF Representatives to the League**

Jessica Laughlin 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  
Jessica Laughlin Aye  
Burak Gursel Absent  
Margaret Watson Aye  
Layla Naranjo Aye  
Esther Hugo Absent  
Maricela Navarro Aye

**L. CEO 2020-2021 Contract**

Maricela Navarro made a motion to approve.  
Jessica Laughlin seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

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

**V. Consent Action Items**

**A. Vote**

Maricela Navarro made a motion to approve consent items.  
Layla Naranjo seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

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

**B. PowerSchool Renewal**

**C. SchoolMint Renewal**

**D. ANet**

**E. Instructure Renewal**

**F. Securly**

**G. Renaissance Place Schoolzilla and Accelerated Reader**

**H. APEX**

**I. PDPglobal Renewal**

**J. 15Five Renewal**

## **VI. Discussion Items**

### **A. Appreciations by the Board of Directors**

Board shared appreciations for the school leaders and the staff.

## **VII. Closing Items**

### **A. Schedule of Board of Directors Meetings 2019-2020**

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**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 12:50 PM.

Respectfully Submitted,  
Elizabeth Martinez



# Coversheet

## Approve Minutes for Special Board Meetings

**Section:** IV. Action Items  
**Item:** C. Approve Minutes for Special Board Meetings  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Special Board Meeting Minutes\_Final.pdf

DRAFT



# Making Waves Academy

## Minutes

### Special Board Meeting

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#### 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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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](mailto: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

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 one minute each**, or a total of five minutes for all speakers.

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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.**

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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

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**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**

Daryle Morgan Absent

Jessica Laughlin Aye  
Burak Gursel Aye  
Alicia Klein Aye  
Maricela Navarro Aye  
Margaret Watson Aye  
Esther Hugo Aye  
Layla Naranjo 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 for students without internet access. 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**

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

**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

DRAFT



# Making Waves Academy

## Minutes

### Special Board Meeting

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#### 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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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

### **Guests Present**

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

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## **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**

Jessica Laughlin Aye

Burak Gursel Aye

Daryle Morgan Absent

Margaret Watson Aye

Maricela Navarro Aye

Alicia Klein Aye  
Esther Hugo Aye  
Layla Naranjo Aye

We are facing both significant uncertainty about the amount and timing of state funding as well as a precipitous decline in the stock market caused by COVID-19 (globally down 25-30%). The changes in the stock market have impacted the ability of the foundations that support our work to fully fund us in the short-term and over 40% of our revenue comes from these sources. The loan will assist us during this challenging period so that we can maintain staffing in service of our students, nearly all of them low-income and of color. Our authorizer supports accessing these funds to protect programs.

**B. Internet Hotspots for Students**

Jessica Laughlin made a motion to approve the expenditure for internet hotspots for students without access.

Layla Naranjo seconded the motion.

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

**Roll Call**

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

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#### 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

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#### 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)

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**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 the purchase of 138 computers (8 staff, 130 student) and other tech equipment for \$73,312.

Maricela Navarro seconded the motion.

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

**Roll Call**

Maricela Navarro Aye

Jessica Laughlin Absent

Esther Hugo Aye

Margaret Watson Aye

Alicia Klein Aye

Daryle Morgan Absent

Burak Gursel Aye

Layla Naranjo 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**

Margaret Watson Aye

Daryle Morgan Absent

Esther Hugo Aye

Layla Naranjo Aye

Jessica Laughlin Absent

Maricela Navarro Aye

Alicia Klein     Aye  
Burak Gursel    Aye

### **III. Closing Items**

#### **A. Schedule of Board of Directors Meetings 2019-2020**

- May 21st, 2020, 4:00 pm-8:00 pm
- June 17th, 11:00 am-1:00 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 12:10 PM.

Respectfully Submitted,  
Elizabeth Martinez

DRAFT



# Making Waves Academy

## Minutes

### Special Board Meeting

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#### Date and Time

Tuesday July 7, 2020 at 12:00 PM

#### Location

##### Join Zoom Meeting

[https://mwacademy.zoom.us/j/81266866026?](https://mwacademy.zoom.us/j/81266866026?pwd=M1R1NWU5tOVNGNzdmdFhQZWV0TnpQdz09)

[pwd=M1R1NWU5tOVNGNzdmdFhQZWV0TnpQdz09](https://mwacademy.zoom.us/j/81266866026?pwd=M1R1NWU5tOVNGNzdmdFhQZWV0TnpQdz09)

Meeting ID: 812 6686 6026

Password: mwaboard

##### One tap mobile

+16699006833,,81266866026#,,,0#,,464931# US (San Jose)

+12532158782,,81266866026#,,,0#,,464931# US (Tacoma)

Meeting ID: 812 6686 6026

Password: 464931

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Elizabeth Martinez at [emartinez@mwacademy.org](mailto: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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- 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.

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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), Elizabeth Martinez (remote), Evangelia Ward-Jackson (remote), Wallace Wei (remote)

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## **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 Tuesday Jul 7, 2020 @ 12:04 PM at

#### **Join Zoom Meeting**

[https://mwacademy.zoom.us/j/81266866026?](https://mwacademy.zoom.us/j/81266866026?pwd=M1RNWU5tOVNGNzdmdFhQZWFOU0pQdz09)

**pwd=M1RNWU5tOVNGNzdmdFhQZWFOU0pQdz09**

**Meeting ID: 812 6686 6026**

**Password: mwaboard**

#### **One tap mobile**

**+16699006833,,81266866026#,,,,0#,,464931# US (San Jose)**

**+12532158782,,81266866026#,,,,0#,,464931# US (Tacoma)**

**Meeting ID: 812 6686 6026**

**Password: 464931**

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### **B. Record Attendance and Guests**

### **C. Public Comments**

No public comment was made.

## **II. Action Items**

### **A. Repayment of PPP Loan**

- MWA borrowed money from the federal government's Paycheck Protection Program because, at the time, we were facing both significant uncertainty about the amount and timing of state funding as well as a precipitous decline in the stock market caused by COVID-19 (globally down 25-30%). The changes in the stock market impacted the ability of the foundations that support our work to fully fund us in the short- term and

over 40% of our revenue comes from these sources. Our authorizer supported accessing these funds to protect programs.

- We are grateful to have had use of the loan during that challenging period so that we could maintain staffing in service of our students, nearly all of them low-income and of color.
- Due to the stock market rebound, the funders that support our work are now able to fully restore funding.
- While we will have significant deferrals of state revenue and will possibly not be paid any additional funds for the 70 additional students we'll serve in 2020-21, we believe that through a combination of philanthropic support and careful budget reductions as needed we will be able to manage economic uncertainties in the short-term.
- Based upon this, staff recommend that the PPP loan be repaid in full immediately so that we can minimize or eliminate any interest that would otherwise need to be paid.
- The board discussed potential future uncertainty, possible further impacts on funding, the possibility of the loan being eventually forgiven, the amount of interest accruing, and reassurances from funders and Finance Advisory Committee members.

Alicia Klein made a motion to authorize repayment of the Paycheck Protection Program loan. Maricela Navarro seconded the motion.

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

**Roll Call**

Layla Naranjo Aye  
Jessica Laughlin Aye  
Maricela Navarro Aye  
Daryle Morgan Absent  
Alicia Klein Aye  
Esther Hugo No  
Burak Gursel Aye  
Margaret Watson Aye

**III. Closing Items**

**A. Schedule of Upcoming Board of Directors Meetings 2020-2021  
Special Board Meeting**

- July 23, 2020, 11:00 AM - 1:00 PM
- School reopening will be discussed during the meeting.

**Schedule of Regular Board of Directors Meetings 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**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 12:29 PM.

Respectfully Submitted,  
Elizabeth Martinez

DRAFT



# Making Waves Academy

## Minutes

### Special Board Meeting

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#### Date and Time

Thursday July 23, 2020 at 11:00 AM

#### Location

Join Zoom Meeting

<https://mwacademy.zoom.us/j/81266866026?pwd=M1RNVWU5tOVNGNzdmdFhQZWFOU0pQdz09>

Meeting ID: 812 6686 6026

Password: mwaboard

One tap mobile

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+12532158782,,81266866026#,,,0#,,464931# US (Tacoma)

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**Elizabeth Martinez at [emartinez@mwacademy.org](mailto: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](mailto: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).
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[To access the agenda in Spanish, CLICK HERE](#)  
[Para obtener la agenda en Espanol, haga clic aqui](#)

Please note that all agenda times are estimates.

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### **Directors Present**

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

### **Directors Absent**

Daryle Morgan, Maricela Navarro

### **Guests Present**

Alton B. Nelson Jr. (remote), Brandon Greene, Caitlin Shelburne (remote), Damon Edwards (remote), Elizabeth Martinez (remote), Evangelia Ward-Jackson (remote), Hung Mai (remote), Jon Siapno (remote), Maria Arechiga (remote), Priscilla Mendez (remote), Wallace Wei (remote)

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## **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 Jul 23, 2020 @ 11:05 AM at

Join Zoom Meeting

[https://mwacademy.zoom.us/j/81266866026?  
pwd=M1RNRWU5tOVNGNzdmZmFhQZWF0TnpQdz09](https://mwacademy.zoom.us/j/81266866026?pwd=M1RNRWU5tOVNGNzdmZmFhQZWF0TnpQdz09)

Meeting ID: 812 6686 6026

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+12532158782,,81266866026#,,,,0#,,464931# US (Tacoma)

.

## **B. Record Attendance and Guests**

## **C. Public Comments**

- Abadesa Rolon made a general public comment.

## **II. Action Items**

### **A. School Reopening Plan**

- Members of the public made public comments including questions about procedures to plan for school reopening.
- Abadesa Rolon made a public comment regarding parent choice for attendance once school reopens.

CEO and Senior School Director provide context and background for the proposed school reopening plans.

Board engaged in discussion and asked questions about the school's reopening plans including:

- Stakeholder Input Data and School Report on Distance Learning
- Rostering criterion for return to school
- Milestones for moving through phases
- Safety
- Teaching and Learning
- Communication plans for all stakeholder groups
- Socio-Emotional Learning
- Operational cost

Esther Hugo made a motion to approve the plan for the start of the 2020-2021 school year. Jessica Laughlin seconded the motion. The board **VOTED** to approve the motion.

#### **Roll Call**

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

### **B. Pacheco Cleaning Services Contract Renewal**

- Abadesa Rolon made a public comment about the cleanliness of the school.
- Board discussed the flexibility of the janitorial contract given the uncertainty about reopening timelines.

Burak Gursel made a motion to approve. Jessica Laughlin seconded the motion.



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

**Roll Call**

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

**C. Alliant Memorandum of Understanding (MOU)**

Item was inadvertently overlooked and no vote was taken.

**D. Maxim Contract Buyout**

- Abadesa Rolon made a public comment about the item description on the board agenda.

Esther Hugo made a motion to approve the agency buyout fee for the nurse that has been hired.

Margaret Watson seconded the motion.

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

**Roll Call**

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

**III. Closing Items**

**A. Schedule of Regular Board of Directors Meetings 2020-2021**

- September 10, 2020
- October 15, 2020
- December 10, 2020
- January 28, 2021
- March 11, 2021
- May 6, 2021
- June 17, 2021

**B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:00 PM.

Respectfully Submitted,  
Elizabeth Martinez

# Coversheet

## Unaudited Actuals

**Section:** IV. Action Items  
**Item:** E. Unaudited Actuals  
**Purpose:** Vote  
**Submitted by:** Wallace Wei  
**Related Material:** 2019-20 Unaudited Actuals - Central Office.pdf  
2019-20 Unaudited Actuals - School.pdf  
Executive\_Summary\_-\_2019-20\_Unaudited\_Actuals.pdf

### BACKGROUND:

Each year Making Waves Academy must file Unaudited Actuals Financial Report with Contra Costa County Office of Education and California Department of Education. This report reflects the financial activities of Making Waves Academy had in FY20 by major object codes for revenues and expenses.

### RECOMMENDATION:

To review and approve 2019-20 Unaudited Actuals, and authorize us to file this report with Contra Costa County Office of Education and California Department of Education.

Making Waves Academy  
Budget FY2020

MWAS (Central Office)  
Unaudited Actuals  
Version 1

Printed on: 9/1/2020  
4:48 PM

	A	B	E	F	I	J	K
2	Account #	Account Title	FY20 Actuals (A)	FY2020 2nd Interim Budget (C)	FY20 Actuals vs. FY20 2nd Interim (A-)	% Variance (A) vs. (C)	Notes
3		<b>Income</b>					
23	8810	Dividend Income	-	-	-	100%	
24	8980	Contribution - Unrestricted	-	-	-	100%	
25	8981	Scully Related Entity (SRE)	3,575,769	4,265,378	(689,609)	-16%	
27	8988	In-Kind Donations	-	-	-	100%	
29	INCO.INC	Central Office (Revenue from Shared Services Allocatio	1,068,715	1,068,715	-	0%	
30		<b>Total Income</b>	<b>4,644,483</b>	<b>5,334,092</b>	<b>(689,609)</b>	<b>-13%</b>	
31							
32							
33							
34							
35							
36		<b>Expenses</b>					
41	1409	Certificated Special Temporary COLA Bonus	248,000	260,000	(12,000)	-5%	Savings due to vacancies
43	2100	Classified Instructional Aide Salaries	86,924	90,102	(3,178)	-4%	
45	2300	Classified Supervisor & Administrator Salaries	2,454,467	2,598,225	(143,758)	-6%	Variance from: • MD of Learning & Teacher Development: -\$40,385 • MD of Human Resources: -\$40,600 • Net savings from Year End Stipends and Final Paycheck of Director of Diversity and Inclusion (All inclusive pay with vacation and severance): -\$62,773
46	2400	Classified Clerical and Office Salaries	168,898	182,372	(13,474)	-7%	Talent Coordinator vacancy
48		<b>Total Salaries</b>	<b>2,958,289</b>	<b>3,130,700</b>	<b>(172,411)</b>	<b>-6%</b>	
49	3101	Certificated STRS	87,967	104,854	(16,887)	-16%	
50	3301	Certificated Social Security/Medicare	164,277	196,083	(31,806)	-16%	Savings due to vacancies
51	3401	Certificated Health & Welfare Benefits	295,244	301,995	(6,751)	-2%	
52	3501	Certificated Unemployment Insurance	19,578	15,653	3,925	25%	
53	3601	Certificated Workers Comp Insurance	38,887	40,699	(1,812)	-4%	
54	3701	Certificated Retirement Match	51,146	100,321	(49,175)	-49%	Not all employees taking advantage of company retirement match
55	3999	Accrued Paid Time Off	(10,258)	100,245	(110,503)	-110%	Variance due to layoffs to downsize MWA and staff taking PTO during break
56		<b>Total Benefits</b>	<b>646,841</b>	<b>859,850</b>	<b>(213,009)</b>	<b>-25%</b>	
57		<b>Total Salaries &amp; Benefits</b>	<b>3,605,130</b>	<b>3,990,550</b>	<b>(385,420)</b>	<b>-10%</b>	
58							
60	4200	Books and Other Reference Materials	470	2,525	(2,055)	-81%	
63	4330	Office Supplies	14,993	21,300	(6,307)	-30%	Less spending due to school closure
64	4390	Other Food	-	-	-	0%	
65	4410	Furniture, Equipment & Supplies (non-capitalized)	-	2,000	(2,000)	-100%	

Making Waves Academy  
Budget FY2020

MWAS (Central Office)  
Unaudited Actuals  
Version 1

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	A	B	E	F	I	J	K
2	Account #	Account Title	FY20 Actuals (A)	FY2020 2nd Interim Budget (C)	FY20 Actuals vs. FY20 2nd Interim (A-)	% Variance (A) vs. (C)	Notes
66	4420	Computers and IT Supplies (non-capitalized)	46,205	21,200	25,005	118%	Staff Laptop upgrades (originally planned for FY21)
69	4990	Contingency	-	50,000	(50,000)	-100%	
70		<b>Total Supplies</b>	<b>61,668</b>	<b>97,025</b>	<b>(35,357)</b>	<b>-36%</b>	
71	5210	Conference Fees	70,042	101,139	(31,097)	-31%	
72	5215	Travel - Mileage, Parking, Tolls	10,506	15,450	(4,944)	-32%	
73	5220	Travel - Airfare & Lodging	18,057	30,500	(12,443)	-41%	Less PD taken due to pandemic
74	5225	Travel - Meals & Entertainment	3,374	14,200	(10,826)	-76%	
75	5305	Professional Dues & Memberships	23,444	29,150	(5,706)	-20%	Less spending due to school closure
81	5605	Equipment Leases and Rentals	5,608	8,000	(2,392)	-30%	
82	5610	Occupancy Rent	11,727	12,000	(273)	-2%	
83	5612	Additional Facilities Use Fees	-	1,000	(1,000)	-100%	
87	5803	Accounting Fees	16,878	15,000	1,878	13%	
88	5804	Legal Fees	95,326	53,000	42,326	80%	Legal research regarding contract negotiations with vendors due to school closure
91	5810	Contracted Services	323,094	380,000	(56,906)	-15%	Less spending due to school closure
93	5810.002	Student Information & Assessment	38,072	65,372	(27,300)	-42%	
95	5810.004	Intervention & Consultation	51,250	51,250	-	0%	
96	5810.005	Psychological Services	18,201	21,148	(2,947)	-14%	
99	5810.008	Information Technology	86,760	106,704	(19,944)	-19%	
103	5820	Recruiting - Students	10,879	20,000	(9,121)	-46%	
104	5821	Printing and Reproduction	3,795	13,500	(9,705)	-72%	Less spending due to school closure
106	5850	Staff Recruitment	73,614	167,804	(94,190)	-56%	
107	5851	Professional Development	44,812	81,500	(36,688)	-45%	Fewer staff took advantage of tuition reimbursement program
108	5853	Payroll Processing Fees	40,381	30,000	10,381	35%	Under-budgeted for payroll processing fees
111	5905	Company Cell Phones	10,826	23,200	(12,374)	-53%	Savings from vacancies
112	5910	Internet and Wifi	18,352	3,900	14,452	371%	Variance due to: • Outstanding bills that was supposed to be covered by E-Rate • Internet allowance reimbursement for staff working from home
113	5915	Postage and Delivery	2,019	700	1,319	188%	
115	5992	Bank fees	668	2,000	(1,332)	-67%	
118		<b>Total Contract Services</b>	<b>977,685</b>	<b>1,246,517</b>	<b>(268,832)</b>	<b>-22%</b>	
119							
120		<b>Total Salaries &amp; Benefits</b>	<b>3,605,130</b>	<b>3,990,550</b>	<b>(385,420)</b>	<b>-10%</b>	
121		<b>Total Supplies</b>	<b>61,668</b>	<b>97,025</b>	<b>(35,357)</b>	<b>-36%</b>	
122		<b>Total Contract Services</b>	<b>977,685</b>	<b>1,246,517</b>	<b>(268,832)</b>	<b>-22%</b>	
123		<b>Total Expenses</b>	<b>4,644,483</b>	<b>5,334,092</b>	<b>(689,609)</b>	<b>-13%</b>	
124							
125		<b>Net Income</b>	<b>0</b>	<b>0</b>			

**CHARTER SCHOOL UNAUDITED ACTUALS**

**FINANCIAL REPORT -- ALTERNATIVE FORM**

**July 1, 2019 to June 30, 2020**

**Charter School Name:** MAKING WAVES ACADEMY

**CDS #:** 07100740114470

**Charter Approving Entity:** Contra Costa County of Education

**County:** Contra Costa

**Charter #:** 0868

**This charter school uses the following basis of accounting:**

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

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

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

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
<b>1. LCFF Sources</b>				
State Aid - Current Year	8011	6,813,684.00		6,813,684.00
Education Protection Account State Aid - Current Year	8012	888,160.00		888,160.00
State Aid - Prior Years	8019			0.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	2,845,888.00		2,845,888.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		10,547,732.00	0.00	10,547,732.00
<b>2. Federal Revenues (see NOTE in Section L)</b>				
No Child Left Behind/Every Student Succeeds Act	8290			0.00
Special Education - Federal	8181, 8182		125,101.00	125,101.00
Child Nutrition - Federal	8220		333,884.00	333,884.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299		388,920.00	388,920.00
Total, Federal Revenues		0.00	847,905.00	847,905.00
<b>3. Other State Revenues</b>				
Special Education - State	StateRevSE		528,601.00	528,601.00
All Other State Revenues	StateRevAO	272,475.00	1,304,915.00	1,577,390.00
Total, Other State Revenues		272,475.00	1,833,516.00	2,105,991.00
<b>4. Other Local Revenues</b>				
All Other Local Revenues	LocalRevAO	5,578,117.00	381,145.00	5,959,262.00
Total, Local Revenues		5,578,117.00	381,145.00	5,959,262.00
<b>5. TOTAL REVENUES</b>				
		16,398,324.00	3,062,566.00	19,460,890.00
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
<b>1. Certificated Salaries</b>				
Certificated Teachers' Salaries	1100	3,365,709.00	617,381.00	3,983,090.00
Certificated Pupil Support Salaries	1200	498,054.00		498,054.00
Certificated Supervisors' and Administrators' Salaries	1300	1,308,664.00		1,308,664.00
Other Certificated Salaries	1900	174,879.00	218,344.00	393,223.00
Total, Certificated Salaries		5,347,306.00	835,725.00	6,183,031.00
<b>2. Noncertificated Salaries</b>				
Noncertificated Instructional Salaries	2100	251,592.00	193,469.00	445,061.00
Noncertificated Support Salaries	2200	689,897.00		689,897.00
Noncertificated Supervisors' and Administrators' Salaries	2300	335,651.00		335,651.00
Clerical, Technical and Office Salaries	2400	601,444.00		601,444.00
Other Noncertificated Salaries	2900	242,807.00		242,807.00
Total, Noncertificated Salaries		2,121,391.00	193,469.00	2,314,860.00

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

**July 1, 2019 to June 30, 2020**

**Charter School Name: MAKING WAVES ACADEMY**

**CDS #: 07100740114470**

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102	870,229.00		870,229.00
PERS	3201-3202	0.00		0.00
OASDI / Medicare / Alternative	3301-3302	357,842.00		357,842.00
Health and Welfare Benefits	3401-3402	1,268,288.00		1,268,288.00
Unemployment Insurance	3501-3502	51,854.00		51,854.00
Workers' Compensation Insurance	3601-3602	80,935.00		80,935.00
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	1,448,491.00		1,448,491.00
Total, Employee Benefits		4,077,639.00	0.00	4,077,639.00
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	153,282.00		153,282.00
Books and Other Reference Materials	4200	0.00		0.00
Materials and Supplies	4300	233,953.00	27,127.00	261,080.00
Noncapitalized Equipment	4400	460,004.00	326,558.00	786,562.00
Food	4700	35,312.00	357,658.00	392,970.00
Total, Books and Supplies		882,551.00	711,343.00	1,593,894.00
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	77,277.00	43,573.00	120,850.00
Dues and Memberships	5300	7,472.00		7,472.00
Insurance	5400	110,090.00		110,090.00
Operations and Housekeeping Services	5500	781,012.00	17,232.00	798,244.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	606,294.00	1,062,919.00	1,669,213.00
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	3,121,817.00	707,445.00	3,829,262.00
Communications	5900	121,757.00		121,757.00
Total, Services and Other Operating Expenditures		4,825,719.00	1,831,169.00	6,656,888.00
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900			0.00
Total, Capital Outlay		0.00	0.00	0.00
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		<b>17,254,606.00</b>	<b>3,571,706.00</b>	<b>20,826,312.00</b>

**CHARTER SCHOOL UNAUDITED ACTUALS**

**FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2019 to June 30, 2020

Charter School Name: MAKING WAVES ACADEMY

CDS #: 07100740114470

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		(856,282.00)	(509,140.00)	(1,365,422.00)
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>		(856,282.00)	(509,140.00)	(1,365,422.00)
<b>F. FUND BALANCE / NET POSITION</b>				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	3,627,834.00	0.00	3,627,834.00
b. Adjustments/Restatements	9793, 9795			0.00
c. Adjusted Beginning Fund Balance /Net Position		3,627,834.00	0.00	3,627,834.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		2,771,552.00	(509,140.00)	2,262,412.00
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
<b>3. Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investment in Capital Assets	9796			0.00
b. Restricted Net Position	9797			0.00
c. Unrestricted Net Position	9790A	2,771,552.00	(509,140.00)	2,262,412.00

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

July 1, 2019 to June 30, 2020

Charter School Name: MAKING WAVES ACADEMY

CDS #: 07100740114470

Description	Object Code	Unrestricted	Restricted	Total
<b>G. ASSETS</b>				
1. Cash				
In County Treasury	9110	0.00		0.00
Fair Value Adjustment to Cash in County Treasury	9111	0.00		0.00
In Banks	9120	3,112,298.00		3,112,298.00
In Revolving Fund	9130	0.00		0.00
With Fiscal Agent/Trustee	9135	0.00		0.00
Collections Awaiting Deposit	9140	0.00		0.00
2. Investments	9150	0.00		0.00
3. Accounts Receivable	9200	2,372,890.00		2,372,890.00
4. Due from Grantor Governments	9290	0.00		0.00
5. Stores	9320	0.00		0.00
6. Prepaid Expenditures (Expenses)	9330	289,813.00		289,813.00
7. Other Current Assets	9340	324,096.00		324,096.00
8. Capital Assets (accrual basis only)	9400-9489			0.00
9. TOTAL ASSETS		6,099,097.00	0.00	6,099,097.00
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
1. Deferred Outflows of Resources				
	9490	0.00		0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
<b>I. LIABILITIES</b>				
1. Accounts Payable				
	9500	286,601.00		286,601.00
2. Due to Grantor Governments	9590	0.00		0.00
3. Current Loans	9640	2,474,435.00		2,474,435.00
4. Unearned Revenue	9650	1,075,649.00		1,075,649.00
5. Long-Term Liabilities (accrual basis only)	9660-9669			0.00
6. TOTAL LIABILITIES		3,836,685.00	0.00	3,836,685.00
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
1. Deferred Inflows of Resources				
	9690	(509,140.00)	509,140.00	0.00
2. TOTAL DEFERRED INFLOWS		(509,140.00)	509,140.00	0.00
<b>K. FUND BALANCE /NET POSITION</b>				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2)				
(must agree with Line F2)				
		2,771,552.00	(509,140.00)	2,262,412.00



**CHARTER SCHOOL UNAUDITED ACTUALS**  
**FINANCIAL REPORT -- ALTERNATIVE FORM**  
July 1, 2019 to June 30, 2020

Charter School Name: MAKING WAVES ACADEMY  
 CDS #: 07100740114470

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

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

**1. Federal Revenue Used for Capital Outlay and Debt Service**

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

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

**2. Community Services Expenditures**

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

Objects of Expenditures		Amount (Enter "0.00" if none)
a. Certificated Salaries	1000-1999	0.00
b. Noncertificated Salaries	2000-2999	0.00
c. Employee Benefits	3000-3999	0.00
d. Books and Supplies	4000-4999	0.00
e. Services and Other Operating Expenditures	5000-5999	0.00
<b>TOTAL COMMUNITY SERVICES EXPENDITURES</b>		<b>0.00</b>

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

**July 1, 2019 to June 30, 2020**

**Charter School Name:** MAKING WAVES ACADEMY

**CDS #:** 07100740114470

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

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

a. Total Expenditures (B8)	<u>20,826,312.00</u>
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	<u>847,905.00</u>
c. Subtotal of State & Local Expenditures [a minus b]	<u>19,978,407.00</u>
d. Less Community Services [L2 Total]	<u>0.00</u>
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	<u>0.00</u>
<b>TOTAL STATE &amp; LOCAL EXPENDITURES SUBJECT TO MOE</b> [c minus d minus e]	<b>\$ <u>19,978,407.00</u></b>



## Executive Summary for FY 2019-20 Unaudited Actuals Report

September 10, 2020

### 2019-20 Unaudited Actuals Report Overview

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

In FY 2019-20, we recognized a **net loss of \$1,365,420 despite spending \$2,435,267 (9%) less than the 2nd Interim Budget**. The loss is attributed to the fact that we requested \$3.5M less donation from SRE than budgeted. MWA received \$2.5M loan from the Payroll Protection Program (PPP) in early May, and thus had enough cash to cover the expenses for the rest of the FY 2019-20 without additional funding from SRE. The PPP Loan was paid back on July 31<sup>st</sup>.

Additionally, two rounds of layoffs occurred (Winter & Spring) affecting mostly central office staff. Staff reductions were proposed and implemented due to the decision to halt growth plans as well as looming economic uncertainty and the potential impact on funding streams (public and private). The net reduction in positions at the central office was 12. The staff reduction decisions were made before the pandemic occurred and did not anticipate any additional savings due to the school closure in the spring. Most of the staff reductions were already recognized in the 2<sup>nd</sup> Interim Budget, so they did not contribute to the \$2.4M savings from the 2<sup>nd</sup> Interim Budget to the Unaudited Actuals. However, the staff reductions did play a major role in explaining a total saving of \$4.1M from the Original Budget to the Unaudited Actuals.

We estimated that MWA **saved a total of nearly \$1M** on contracted services (especially janitorial service, transportation, and IT), utilities, supplies, and travels due to the school closure. Were it not for the savings caused by the school closure, the total expenditures in FY 2019-20 would have been in the normal range of about 5% under the 2<sup>nd</sup> Interim Budget.

### Revenues Summary

- The government revenues came in under budget by **\$94,298** or **1%**.
- The total revenues from government and donations came in under budget by **\$3,850,687** or **14%**.

### Expenses Summary

- The total expenses were under budget by **\$2,435,267** or **9%**.
  - MWA expenses were under budget by **\$1,745,657** or **8%**.
  - Central Office expenses were under budget by **\$689,609** or **13%**.

### Total Net Income/Loss

- The total net loss is **\$1,365,420**.

### Annual Budget Cycle

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



## Key Overview for the Unaudited Actuals

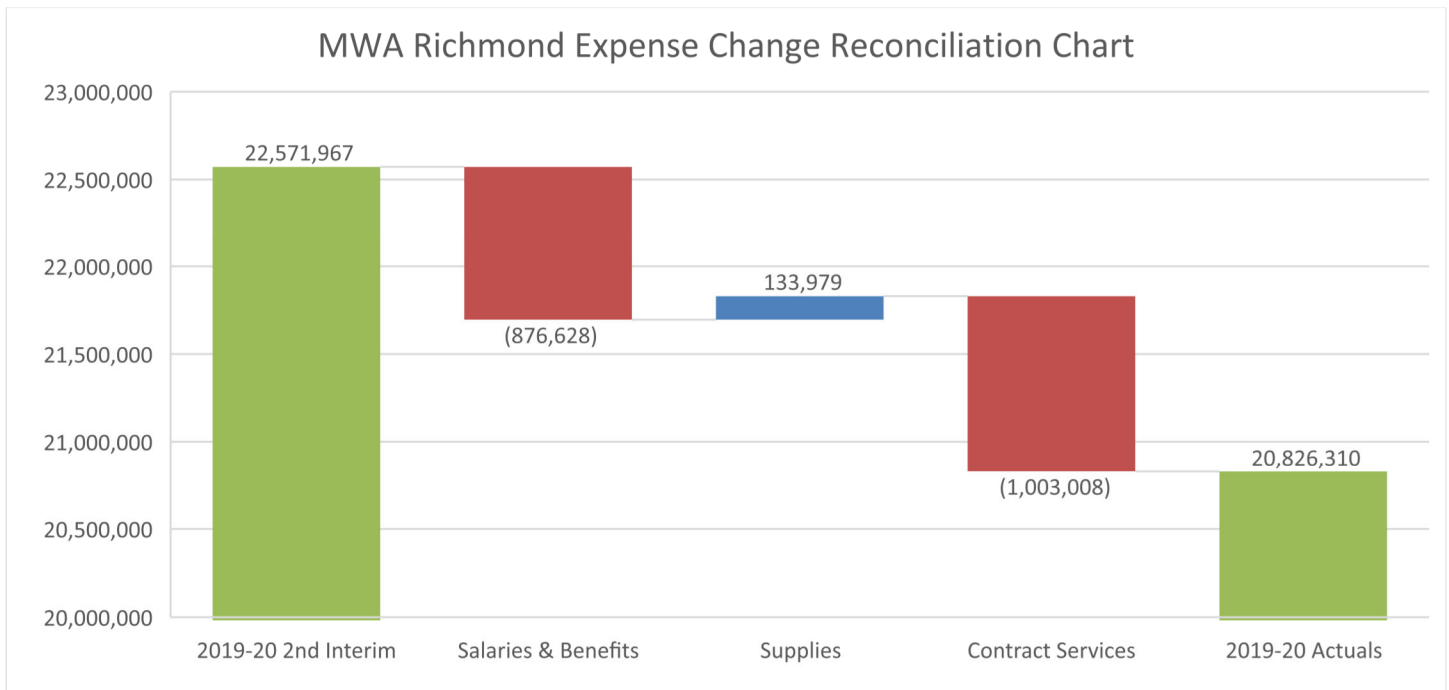
The following items highlight the key changes from FY 2019-20 2<sup>nd</sup> Interim Budget to unaudited actuals:

1. **Government Revenues** – We received \$94,298 (1%) less than the 2<sup>nd</sup> Interim Budget mainly due to the following two factors:
  - a. **The lower Unduplicated Pupil Percentage (UPP) cap.** The LCFF Concentration grant has to be capped based on the local school district’s (in our case, WCCUSD’s) UPP, which dropped from 73.65% to 72.17% in FY 2019-20. The UPP equals: the percentage of unduplicated count of pupils who (1) are English learners, (2) meet income or categorical eligibility requirements for free or reduced-price meals under the National School Lunch Program, or (3) are foster youth.
  - b. The California School Finance Authority (CSFA) is projecting **a shortfall in funding for the SB740 facilities reimbursement program in FY 2019-20**, and we are expected to receive only 95% of the eligible reimbursement.
2. **Staffing Vacancies** – We did not fill all budgeted positions for faculty and staff.
3. **Computers and IT Supplies** – We spent about \$250k on staff laptop replacement ahead of schedule to ensure existing staff laptops are replaced prior to the expiration of the current warranty.
4. **School Closure Saving** – We saved on contracted services (janitorial service, transportation, IT, and student meals), utilities, school supplies, and travels (travels for Professional Development, and students field trip) due to the school closure.



**2019-20 Unaudited Actuals Summary  
Richmond**

Location	2nd Interim 2019-20 Budget	Unaudited Actuals 2019-20	\$ Variance	% Variance
<b>Revenues</b>				
<b>Government</b>	\$13,871,273	\$13,776,975	-\$94,298	-1%
<b>Donation</b>	\$1,514,316	\$1,259,684	-\$254,632	-17%
<b>SRE</b>	\$7,236,378	\$4,424,231	-\$2,812,147	-39%
<b>Total Revenues</b>	<b>\$22,621,967</b>	<b>\$19,460,890</b>	<b>-\$3,161,077</b>	<b>-14%</b>
<b>Expenses</b>				
<b>Salaries/Benefits</b>	\$13,452,157	\$12,575,529	-\$876,628	-7%
<b>Supplies</b>	\$1,459,915	\$1,593,894	\$133,979	9%
<b>Contracted Services</b>	\$7,659,895	\$6,656,887	-\$1,003,008	-13%
<b>Total Expenses</b>	<b>\$22,571,967</b>	<b>\$20,826,310</b>	<b>-\$1,745,657</b>	<b>-8%</b>
<b>Revenues - Government per ADA</b>	<b>\$14,140</b>	<b>\$14,042</b>	<b>-\$98</b>	<b>-1%</b>
<b>Expenses – Cost per Student (Exclude CO Fees)</b>	<b>\$21,040</b>	<b>\$19,332</b>	<b>-\$1,708</b>	<b>-8%</b>

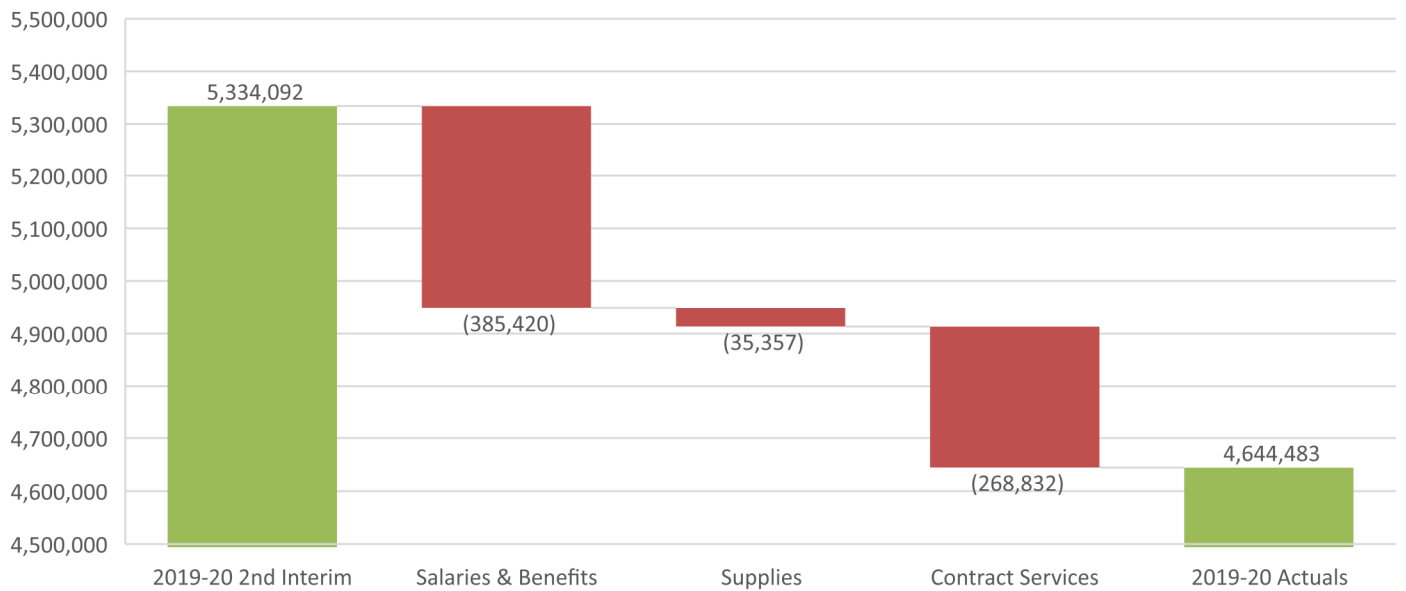




**2019-20 Unaudited Actuals Summary  
Central Office**

Location	2nd Interim Budget	Unaudited Actuals 2019-20	\$ Variance	% Variance
<b>Revenues</b>				
<b>SRE</b>	\$4,265,378	\$3,575,769	-\$689,609	-16%
<b>Central Office (Shared Services Allocation)</b>	\$1,068,715	\$1,068,715	\$0	0%
<b>Total Revenues</b>	<b>\$5,334,092</b>	<b>\$4,644,483</b>	<b>-\$689,609</b>	<b>-13%</b>
<b>Expenses</b>				
<b>Salaries/Benefits</b>	\$3,990,550	\$3,605,130	-\$385,420	-10%
<b>Supplies</b>	\$97,025	\$61,668	-\$35,357	-36%
<b>Contracted Services</b>	\$1,246,517	\$977,685	-\$268,832	-22%
<b>Total Expenses</b>	<b>\$5,334,092</b>	<b>\$4,644,483</b>	<b>-\$689,609</b>	<b>-13%</b>

MWAS-CO Expense Change Reconciliation Chart





**2019-20 Unaudited Actuals Changes from 2019-20 Second Interim Budget:**

**RICHMOND EXPENDITURES: TOTAL CHANGES – DECREASED BY \$1,745,657 (-8%)**

- I. Salaries and Benefits - Decreased by \$876,628 (-7%)**
  - Saved on open positions and newly hired salary variances
  - Saved on CalSTRS and 403 (b) retirement contributions on open positions
  - Saved on health benefits on open positions
  - Saved on stipends and bonuses
  
- II. Supplies - Increased by \$133,979 (9%)**
  - Saved on instructional and office supplies due to the school closure
  - Saved on the school meals program due to the school closure
  - Purchased staff laptops replacement
  
- III. Contracted Services - Decreased by \$1,003,008 (-13%)**
  - Saved on conference fees and travels
  - Saved on utilities
  - Saved on Janitorial services
  - Saved on buildings repairs and maintenance
  - Saved on other contracted services during the school closure

**CENTRAL OFFICE EXPENDITURES: TOTAL CHANGES – DECREASED BY \$689,609 (-13%)**

- I. Salaries and Benefits - Decreased by \$385,420 (-10%)**
  - Saved on open positions and newly hired salary variances
  - Saved on 403 (b) retirement contributions on open positions
  - Saved on health benefits on open positions
  - Saved on stipends and bonuses
  
- II. Supplies – Decreased by \$35,357 (-36%)**
  - Saved on contingency
  - Purchased staff laptops ahead of schedule
  
- III. Contracted Services - Decreased by \$268,832 (-22%)**
  - Saved on professional development, conference fees and travels
  - Spent more on legal services regarding the school closure
  - Saved on other contracted services during the school closure

**Summary**

Overall, Making Waves Academy saved more than previous years due to the school closure for the last three months of the FY 2019-20.

- Government revenues came in slightly under budget.
- Saved on contracted services, utilities, school supplies, and travels.
- Saved on open positions and newly hired salary variances.

**Making Waves Academy  
Budget FY2020**

**MWA - Richmond  
Unaudited Actuals  
Version 1**

	A	B	E	F	I	J	K
	Acct #	Account/Title	Unaudited Actuals FY20 (A)	FY2020 2nd Interim Budget (C)	Variance FY20 Actuals vs. FY20 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
2							
3		<b>Income</b>					
4	8011	State Aid - General Apportionment	6,813,684	6,221,287	592,397	10%	
5	8012	Education Protection Account Entitlement	888,160	1,659,651	(771,491)	-46%	Received \$100,945 less in LCFF Revenues: \$54,895 is due to lower Unduplicated Pupil Percentage (UPP) Cap. WCCUSD Unduplicated Pupil Percentage (UPP) dropped from 73.65% to 72.17%. MWA's UPP is 85.67%. The LCFF Concentration grant has to be capped based on the school district's UPP. \$46,050 is from prior year adjustment
6	8096	In Lieu of Property Taxes	2,845,888	2,767,740	78,148	3%	
7	8181	Special Education - Federal	125,101	122,640	2,461	2%	
8	8220	Child Nutrition Programs - Fed	333,884	359,153	(25,269)	-7%	Fewer students participated in the meals program during the school closure.
9	8290	Federal Title I - Basic Grant	299,114	299,113	1	0%	
10	8295	Federal Title II - Teacher and Principal Training	43,573	42,876	697	2%	
11	8296	Federal Title III - LEP	23,920	22,733	1,187	5%	
12	8297	Federal Title IV - Part A - Student Support	22,313	21,972	341	2%	
13	8311	State - Special Education	528,601	532,748	(4,147)	-1%	
14	8520	Child Nutrition Programs - State	23,774	23,776	(2)	0%	
15	8545	School Fac Lease Rbmsmnt SB740	1,062,919	1,118,860	(55,941)	-5%	The California School Finance Authority (CSFA) is projecting a shortfall in funding for the program in 2019-20 and we will receive 95% of eligible rewards
16	8550	Mandate Block Grand Funding CA	26,061	22,946	3,115	14%	
17	8560	State Lottery	226,387	203,092	23,295	11%	Received prior year revenue adjustments
18	8590	Other St Income (Arts&Music)	60,690	-	60,690	100%	Received Covid-19 relief fund and some prior year revenues adjustments
19	8592	After School Program Grant	177,559	177,559	-	0%	
20	8621	Measure G Parcel Tax	275,347	275,127	220	0%	
21	8808	Realized Gains/Losses on Investments	3,090	3,090	-	0%	
22	8809	Sale of Fixed Assets - Gain or Loss	9,546	-	9,546	100%	
23	8810	Dividend Income	226	226	-	0%	
24	8980	Contribution - Unrestricted	1,130,910	1,400,000	(269,090)	-19%	Received less donations than budgeted
25	8981	Scully Related Entity (SRE)	4,424,231	7,236,378	(2,812,147)	-39%	Received PPP Loan
26	8986	School Supplies	7,254	6,000	1,254	21%	
27	8988	In-Kind Donations	2,860	5,000	(2,140)	-43%	
28	8990	Contribution - Restricted	105,798	100,000	5,798	6%	
29	INCO.INC	Central Office (Revenue from Shared Services Allocation)					
30		<b>Total Income</b>	<b>19,460,890</b>	<b>22,621,967</b>	<b>(3,161,077)</b>	<b>-14%</b>	



**Making Waves Academy  
Budget FY2020**

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36		<b>Expenses</b>					
37	1100	Teacher Salaries	3,930,763	4,080,170	(149,407)	-4%	Variance from: • Vacant Positions: - MS 5th Grade Math Intern: -29,334 - US ELA Teacher: -15,667 - US Encore-Online Learning Teacher: -18,958 • MS & US Summer School Stipends: -25,050 • SPED Resource Teacher (Savings from pro-rated salary): -5,810 • All other stipends: -43,141 • Teachers on FMLA: -11,447
38	1103	Substitute Teacher Salaries	52,326	76,983	(24,657)	-32%	Full Time US Substitute vacancy
39	1200	Certificated Pupil Support	498,054	489,666	8,388	2%	Variance from: Year End Bonuses
40	1300	Certificated Supervisor & Administrator Salaries	1,308,664	1,327,858	(19,194)	-1%	Variance from: • Summer School Stipends: -10,500 • Net of savings from Associate Dean (Savings from pro-rated salary) and Dean of Students Last Paycheck (All inclusive pay with vacation and stipends): -8,694
41	1409	Certificated Special Temporary COLA Bonus	1,303,500	1,345,500	(42,000)	-3%	Savings due to vacancies
42	1900	Certificated Other Salaries	393,223	447,407	(54,184)	-12%	Variance from: • Vacant Positions: - Applied Tech Coordinator: -27,990 - Career Service Coordinator: -16,929 • Year End Bonuses: -9,265
43	2100	Classified Instructional Aide Salaries	445,061	535,762	(90,701)	-17%	Variance from: • Vacant Positions: - SPED One-on-One Aide: -19,038 - SPED Aide: -12,115 • Interventionist (Not working full budgeted hours with Overtime due to school closure): -25,425 • Enrichment Instructors & SSP Tutors (Not working full budgeted hours with Overtime due to school closure): -34,123
44	2200	Classified Support Staff Salaries	689,897	689,320	577	0%	
45	2300	Classified Supervisor & Administrator Salaries	335,651	358,365	(22,714)	-6%	Director of Parent Engagement Vacancy
46	2400	Classified Clerical and Office Salaries	601,444	659,964	(58,520)	-9%	Variance from: • Substitute Coordinator (Savings from Pro-rated Salary): -25,875 • Year End Bonus: -7,000 • Retention Bonus: -20,000 • Overtime: -5,645
47	2900	Classified Other Salaries	242,807	248,837	(6,030)	-2%	Variance from: • Athletic Trainer (Savings from Pro-rated Salary): -3,000 • Net savings from paid coach stipends and OT for all Part Time Site and Bus Monitors not working: -3,030
48		<b>Total Salaries</b>	<b>9,801,390</b>	<b>10,259,830</b>	<b>(458,440)</b>	<b>-4%</b>	

Making Waves Academy  
Budget FY2020

MWA - Richmond  
Unaudited Actuals  
Version 1

	A	B	E	F	I	J	K
2	Acct #	Account/Title	Unaudited Actuals FY20 (A)	FY2020 2nd Interim Budget (C)	Variance FY20 Actuals vs. FY20 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
49	3101	Certificated STRS	870,229	1,031,817	(161,588)	-16%	
50	3301	Certificated Social Security/Medicare	357,842	380,810	(22,968)	-6%	Savings due to vacancies
51	3401	Certificated Health & Welfare Benefits	1,268,288	1,337,772	(69,484)	-5%	
52	3501	Certificated Unemployment Insurance	51,854	51,299	555	1%	
53	3601	Certificated Workers Comp Insurance	80,935	133,378	(52,443)	-39%	
54	3701	Certificated Retirement Match	57,381	134,186	(76,805)	-57%	Savings due to vacancies
55	3999	Accrued Paid Time Off	87,610	123,066	(35,456)	-29%	Variance due to layoffs to downsize MWA and staff taking PTO during break
56		<b>Total Benefits</b>	<b>2,774,139</b>	<b>3,192,327</b>	<b>(418,188)</b>	<b>-13%</b>	
57		<b>Total Salaries &amp; Benefits</b>	<b>12,575,529</b>	<b>13,452,157</b>	<b>(876,628)</b>	<b>-7%</b>	
58							
59	4100	Approved Textbooks and Core Curricula Materials	153,282	190,156	(36,874)	-19%	Spent less than planned
60	4200	Books and Other Reference Materials	-	3,000	(3,000)	-100%	
61	4315	Custodial Supplies	31,288	30,000	1,288	4%	
62	4325	Instructional Materials & Supplies	229,792	280,125	(50,333)	-18%	
64	4390	Other Food	-	9,750	(9,750)	-100%	Less spending due to school closure
65	4410	Furniture, Equipment & Supplies (non-capitalized)	-	8,935	(8,935)	-100%	
66	4420	Computers and IT Supplies (non-capitalized)	786,562	503,496	283,066	56%	Staff Laptop upgrades (originally planned for FY21)
67	4710	Student Food Services	390,808	432,000	(41,192)	-10%	Less spending due to school closure
68	4910	Emergency Supplies	2,162	2,453	(291)	-12%	
69	4990	Contingency	-	-	-	0%	
70		<b>Total Supplies</b>	<b>1,593,894</b>	<b>1,459,915</b>	<b>133,979</b>	<b>9%</b>	
71	5210	Conference Fees	87,143	111,052	(23,909)	-22%	
72	5215	Travel - Mileage, Parking, Tolls	2,824	4,000	(1,176)	-29%	
73	5220	Travel - Airfare & Lodging	26,865	49,200	(22,335)	-45%	Less PD taken
74	5225	Travel - Meals & Entertainment	4,018	17,066	(13,048)	-76%	
75	5305	Professional Dues & Memberships	7,472	14,290	(6,818)	-48%	
76	5421	General Liability Insurance	110,090	110,000	90	0%	
77	5510	Utilities - Gas and Electric	267,930	322,000	(54,070)	-17%	
78	5515	Janitorial, Gardening Services & Supplies	443,468	593,573	(150,105)	-25%	Less spending due to school closure
79	5525	Utilities - Waste	30,605	38,800	(8,195)	-21%	
80	5530	Utilities - Water	56,240	42,450	13,790	32%	Water for MS & US Landscaping
81	5605	Equipment Leases and Rentals	135,130	128,980	6,150	5%	Copiers Overage charges & amended contracts to provide copiers for new buildings
82	5610	Occupancy Rent	1,491,816	1,491,813	3	0%	
83	5612	Additional Facilities Use Fees	7,816	35,000	(27,184)	-78%	Utilizing MWA's Gym more for practice and games, use less of outside facilities
84	5615	Repairs and Maintenance - Building	34,451	100,000	(65,549)	-66%	Less spending due to school closure
85	5617	Repairs and Maintenance - Non-computer Equipment	-	3,000	(3,000)	-100%	
86	5618	Repairs & Maintenance - Auto	527	1,500	(973)	-65%	
90	5806	County Oversight Fees	105,938	107,000	(1,062)	-1%	
91	5810	Contracted Services	135,285	326,200	(190,915)	-59%	Less contract services due to school closure

**Making Waves Academy  
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**MWA - Richmond  
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Version 1**

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2	Acct #	Account/Title	Unaudited Actuals FY20 (A)	FY2020 2nd Interim Budget (C)	Variance FY20 Actuals vs. FY20 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
92	5810.001	Food Service Administration	-	1,000	(1,000)	-100%	
94	5810.003	Student Transportation	477,473	565,970	(88,497)	-16%	Less spending due to school closure; did not have to pay for bus service in May and June
95	5810.004	Intervention & Consultation	210,099	194,599	15,500	8%	Upper School Contract with RTF charged at higher rate than budget
96	5810.005	Psychological Services	616,832	683,592	(66,760)	-10%	
97	5810.006	Substitute Teachers	131,038	152,000	(20,962)	-14%	
98	5810.007	Interscholastic - Coaches	43,265	78,000	(34,735)	-45%	Less spending due to school closure
99	5810.008	Information Technology	461,607	677,516	(215,909)	-32%	
101	5811	College Application Fees	22,051	26,000	(3,949)	-15%	
103	5820	Recruiting - Students	-	1,000	(1,000)	-100%	
104	5821	Printing and Reproduction	19,630	29,000	(9,370)	-32%	
105	5840	Entrance, Admission, & Ticket Fees (not staff conferen	57,904	85,000	(27,096)	-32%	Less spending due to school closure
106	5850	Staff Recruitment	-	2,000	(2,000)	-100%	
109	5897	Special Ed Contract Services	456,388	427,679	28,709	7%	El Dorado Charter SELPA Admin Fees
110	5898	Use Tax	640	1,000	(360)	-36%	
111	5905	Company Cell Phones	24,229	34,000	(9,771)	-29%	Savings from vacancies
112	5910	Internet and Wifi	69,240	48,000	21,240	44%	Variance due to: • Outstanding bills that was supposed to be covered by E-Rate. Will receive reimbursement in FY21 • Internet allowance reimbursement for staff working from home
113	5915	Postage and Delivery	21,269	24,300	(3,031)	-12%	
114	5920	Landlines and Office Based Phones	7,019	39,600	(32,581)	-82%	New government contract, cost is lower
116	6900	Depreciation and Amortization	21,870	25,000	(3,130)	-13%	
117	INCO.EXP	5895 Central Office (Shared Services Allocation)	1,068,715	1,068,715	-	0%	
118		<b>Total Contract Services</b>	<b>6,656,887</b>	<b>7,659,895</b>	<b>(1,003,008)</b>	<b>-13%</b>	
119							
120		Total Salaries & Benefits	12,575,529	13,452,157	(876,628)	-7%	
121		Total Supplies	1,593,894	1,459,915	133,979	9%	
122		Total Contract Services	6,656,887	7,659,895	(1,003,008)	-13%	
123		<b>Total Expenses</b>	<b>20,826,310</b>	<b>22,571,967</b>	<b>(1,745,657)</b>	<b>-8%</b>	
141							
142		<b>Net Income</b>	<b>(1,365,420)</b>	<b>50,000</b>			

Making Waves Academy  
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MWAS (Central Office)  
Unaudited Actuals  
Version 1

	A	B	E	F	I	J	K
2	Account #	Account Title	Unaudited Actuals FY20 (A)	FY2020 2nd Interim Budget (C)	FY20 Actuals vs. FY20 2nd Interim (A-)	% Variance (A) vs. (C)	Notes
3		<b>Income</b>					
23	8810	Dividend Income	-	-	-	100%	
24	8980	Contribution - Unrestricted	-	-	-	100%	
25	8981	Scully Related Entity (SRE)	3,575,769	4,265,378	(689,609)	-16%	
27	8988	In-Kind Donations	-	-	-	100%	
29	INCO.INC	Central Office (Revenue from Shared Services Allocatio	1,068,715	1,068,715	-	0%	
30		<b>Total Income</b>	<b>4,644,483</b>	<b>5,334,092</b>	<b>(689,609)</b>	<b>-13%</b>	
31							
32							
33							
34							
35							
36		<b>Expenses</b>					
41	1409	Certificated Special Temporary COLA Bonus	248,000	260,000	(12,000)	-5%	Savings due to vacancies
43	2100	Classified Instructional Aide Salaries	86,924	90,102	(3,178)	-4%	
45	2300	Classified Supervisor & Administrator Salaries	2,454,467	2,598,225	(143,758)	-6%	Variance from: • MD of Learning & Teacher Development: -\$40,385 • MD of Human Resources: -\$40,600 • Net savings from Year End Stipends and Final Paycheck of Director of Diversity and Inclusion (All inclusive pay with vacation and severance): - \$62,773
46	2400	Classified Clerical and Office Salaries	168,898	182,372	(13,474)	-7%	Talent Coordinator vacancy
48		<b>Total Salaries</b>	<b>2,958,289</b>	<b>3,130,700</b>	<b>(172,411)</b>	<b>-6%</b>	
49	3101	Certificated STRS	87,967	104,854	(16,887)	-16%	
50	3301	Certificated Social Security/Medicare	164,277	196,083	(31,806)	-16%	Savings due to vacancies
51	3401	Certificated Health & Welfare Benefits	295,244	301,995	(6,751)	-2%	
52	3501	Certificated Unemployment Insurance	19,578	15,653	3,925	25%	
53	3601	Certificated Workers Comp Insurance	38,887	40,699	(1,812)	-4%	
54	3701	Certificated Retirement Match	51,146	100,321	(49,175)	-49%	Not all employees taking advantage of company retirement match
55	3999	Accrued Paid Time Off	(10,258)	100,245	(110,503)	-110%	Variance due to layoffs to downsize MWA and staff taking PTO during break
56		<b>Total Benefits</b>	<b>646,841</b>	<b>859,850</b>	<b>(213,009)</b>	<b>-25%</b>	
57		<b>Total Salaries &amp; Benefits</b>	<b>3,605,130</b>	<b>3,990,550</b>	<b>(385,420)</b>	<b>-10%</b>	
58							
60	4200	Books and Other Reference Materials	470	2,525	(2,055)	-81%	
63	4330	Office Supplies	14,993	21,300	(6,307)	-30%	Less spending due to school closure
64	4390	Other Food	-	-	-	0%	
65	4410	Furniture, Equipment & Supplies (non-capitalized)	-	2,000	(2,000)	-100%	

Making Waves Academy  
Budget FY2020

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			Unaudited Actuals FY20 (A)	FY2020 2nd Interim Budget (C)	FY20 Actuals vs. FY20 2nd Interim (A- Interim (A- (A) vs. (C)	% Variance (A) vs. (C)	Notes
2	Account #	Account Title					
66	4420	Computers and IT Supplies (non-capitalized)	46,205	21,200	25,005	118%	Staff Laptop upgrades (originally planned for FY21)
69	4990	Contingency	-	50,000	(50,000)	-100%	
70		<b>Total Supplies</b>	<b>61,668</b>	<b>97,025</b>	<b>(35,357)</b>	<b>-36%</b>	
71	5210	Conference Fees	70,042	101,139	(31,097)	-31%	
72	5215	Travel - Mileage, Parking, Tolls	10,506	15,450	(4,944)	-32%	
73	5220	Travel - Airfare & Lodging	18,057	30,500	(12,443)	-41%	Less PD taken due to pandemic
74	5225	Travel - Meals & Entertainment	3,374	14,200	(10,826)	-76%	
75	5305	Professional Dues & Memberships	23,444	29,150	(5,706)	-20%	Less spending due to school closure
81	5605	Equipment Leases and Rentals	5,608	8,000	(2,392)	-30%	
82	5610	Occupancy Rent	11,727	12,000	(273)	-2%	
83	5612	Additional Facilities Use Fees	-	1,000	(1,000)	-100%	
87	5803	Accounting Fees	16,878	15,000	1,878	13%	
88	5804	Legal Fees	95,326	53,000	42,326	80%	Legal research regarding contract negotiations with vendors due to school closure
91	5810	Contracted Services	323,094	380,000	(56,906)	-15%	Less spending due to school closure
93	5810.002	Student Information & Assessment	38,072	65,372	(27,300)	-42%	
95	5810.004	Intervention & Consultation	51,250	51,250	-	0%	
96	5810.005	Psychological Services	18,201	21,148	(2,947)	-14%	
99	5810.008	Information Technology	86,760	106,704	(19,944)	-19%	
103	5820	Recruiting - Students	10,879	20,000	(9,121)	-46%	Less spending due to school closure
104	5821	Printing and Reproduction	3,795	13,500	(9,705)	-72%	
106	5850	Staff Recruitment	73,614	167,804	(94,190)	-56%	
107	5851	Professional Development	44,812	81,500	(36,688)	-45%	Fewer staff took advantage of tuition reimbursement program
108	5853	Payroll Processing Fees	40,381	30,000	10,381	35%	Under-budgeted for payroll processing fees
111	5905	Company Cell Phones	10,826	23,200	(12,374)	-53%	Savings from vacancies
112	5910	Internet and Wifi	18,352	3,900	14,452	371%	Variance due to: • Outstanding bills that was supposed to be covered by E-Rate • Internet allowance reimbursement for staff working from home
113	5915	Postage and Delivery	2,019	700	1,319	188%	
115	5992	Bank fees	668	2,000	(1,332)	-67%	
118		<b>Total Contract Services</b>	<b>977,685</b>	<b>1,246,517</b>	<b>(268,832)</b>	<b>-22%</b>	
119							
120		Total Salaries & Benefits	3,605,130	3,990,550	(385,420)	-10%	
121		Total Supplies	61,668	97,025	(35,357)	-36%	
122		Total Contract Services	977,685	1,246,517	(268,832)	-22%	
123		<b>Total Expenses</b>	<b>4,644,483</b>	<b>5,334,092</b>	<b>(689,609)</b>	<b>-13%</b>	
124							
125		<b>Net Income</b>	<b>0</b>	<b>0</b>			

**Making Waves Academy  
Budget FY2020**

**Richmond and Central Office  
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Version 1**

	A	B	E	F	I	J	K
1		<b>Summary</b>					
2	<b>Account #</b>	<b>Account Title</b>	<b>Unaudited Actuals FY20 (A)</b>	<b>FY2020 2nd Interim Budget (C)</b>	<b>Variance FY20 Actuals vs. FY20 2nd Interim (A-C)</b>	<b>% Variance (A) vs. (C)</b>	<b>Notes</b>
3		<b>Income</b>					
4	8011	State Aid - General Apportionment	6,813,684	6,221,287	592,397	10%	
5	8012	Education Protection Account Entitlement	888,160	1,659,651	(771,491)	-46%	
6	8096	In Lieu of Property Taxes	2,845,888	2,767,740	78,148	3%	
7	8181	Special Education - Federal	125,101	122,640	2,461	2%	
8	8220	Child Nutrition Programs - Fed	333,884	359,153	(25,269)	-7%	
9	8290	Federal Title I - Basic Grant	299,114	299,113	1	0%	
10	8295	Federal Title II - Teacher and Principal Traini	43,573	42,876	697	2%	
11	8296	Federal Title III - LEP	23,920	22,733	1,187	5%	
12	8297	Federal Title IV - Part A - Student Support	22,313	21,972	341	2%	
13	8311	State - Special Education	528,601	532,748	(4,147)	-1%	
14	8520	Child Nutrition Programs - State	23,774	23,776	(2)	0%	
15	8545	School Fac Lease Rmbsmnt SB740	1,062,919	1,118,860	(55,941)	-5%	
16	8550	Mandate Block Grand Funding CA	26,061	22,946	3,115	14%	
17	8560	State Lottery	226,387	203,092	23,295	11%	
18	8590	Other St Income (Arts&Music)	60,690	-	60,690	100%	
19	8592	After School Program Grant	177,559	177,559	-	0%	
20	8621	Measure G Parcel Tax	275,347	275,127	220	0%	
21	8808	Realized Gains/Losses on Investments	3,090	3,090	-	0%	
22	8809	Sale of Fixed Assets - Gain or Loss	9,546	-	9,546	100%	
23	8810	Dividend Income	226	226	-	0%	
24	8980	Contribution - Unrestricted	1,130,910	1,400,000	(269,090)	-19%	
25	8981	Scully Related Entity (SRE)	8,000,000	11,501,756	(3,501,756)	-30%	
26	8986	School Supplies	7,254	6,000	1,254	21%	
27	8988	In-Kind Donations	2,860	5,000	(2,140)	-43%	
28	8990	Contribution - Restricted	105,798	100,000	5,798	6%	
29	INCO.INC	Central Office (Revenue from Shared Service	1,068,715	1,068,715	-	0%	
30		<b>Total Income</b>	<b>24,105,373</b>	<b>27,956,060</b>	<b>(3,850,687)</b>	<b>-14%</b>	

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31							
36		<b>Expenses</b>					
37	1100	Teacher Salaries	3,930,763	4,080,170	(149,407)	-4%	
38	1103	Substitute Teacher Salaries	52,326	76,983	(24,657)	-32%	
39	1200	Certificated Pupil Support	498,054	489,666	8,388	2%	
40	1300	Certificated Supervisor & Administrator Salar	1,308,664	1,327,858	(19,194)	-1%	
41	1409	Certificated Special Temporary COLA Bonus	1,551,500	1,605,500	(54,000)	-3%	
42	1900	Certificated Other Salaries	393,223	447,407	(54,184)	-12%	
43	2100	Classified Instructional Aide Salaries	531,985	625,864	(93,879)	-15%	
44	2200	Classified Support Staff Salaries	689,897	689,320	577	0%	
45	2300	Classified Supervisor & Administrator Salarie	2,790,118	2,956,590	(166,472)	-6%	
46	2400	Classified Clerical and Office Salaries	770,342	842,336	(71,994)	-9%	
47	2900	Classified Other Salaries	242,807	248,837	(6,030)	-2%	
48		<b>Total Salaries</b>	<b>12,759,679</b>	<b>13,390,530</b>	<b>(630,851)</b>	<b>-5%</b>	
49	3101	Certificated STRS	958,196	1,136,671	(178,475)	-16%	
50	3301	Certificated Social Security/Medicare	522,119	576,893	(54,774)	-9%	
51	3401	Certificated Health & Welfare Benefits	1,563,532	1,639,767	(76,235)	-5%	
52	3501	Certificated Unemployment Insurance	71,432	66,953	4,479	7%	
53	3601	Certificated Workers Comp Insurance	119,822	174,077	(54,255)	-31%	
54	3701	Certificated Retirement Match	108,527	234,507	(125,980)	-54%	
55	3999	Accrued Paid Time Off	77,352	223,311	(145,959)	-65%	
56		<b>Total Benefits</b>	<b>3,420,980</b>	<b>4,052,178</b>	<b>(631,198)</b>	<b>-16%</b>	
57		<b>Total Salaries &amp; Benefits</b>	<b>16,180,659</b>	<b>17,442,707</b>	<b>(1,262,048)</b>	<b>-7%</b>	
58							
59	4100	Approved Textbooks and Core Curricula Mat	153,282	190,156	(36,874)	-19%	
60	4200	Books and Other Reference Materials	470	5,525	(5,055)	-91%	
61	4315	Custodial Supplies	31,288	30,000	1,288	4%	
62	4325	Instructional Materials & Supplies	229,792	280,125	(50,333)	-18%	
63	4330	Office Supplies	14,993	21,300	(6,307)	-30%	
64	4390	Other Food	-	9,750	(9,750)	-100%	
65	4410	Furniture, Equipment & Supplies (non-capita	-	10,935	(10,935)	-100%	
66	4420	Computers and IT Supplies (non-capitalized)	832,767	524,696	308,071	59%	
67	4710	Student Food Services	390,808	432,000	(41,192)	-10%	
68	4910	Emergency Supplies	2,162	2,453	(291)	-12%	
69	4990	Contingency	-	50,000	(50,000)	-100%	
70		<b>Total Supplies</b>	<b>1,655,562</b>	<b>1,556,940</b>	<b>98,622</b>	<b>6%</b>	



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71	5210	Conference Fees	157,185	212,191	(55,006)	-26%	
72	5215	Travel - Mileage, Parking, Tolls	13,330	19,450	(6,120)	-31%	
73	5220	Travel - Airfare & Lodging	44,922	79,700	(34,778)	-44%	
74	5225	Travel - Meals & Entertainment	7,392	31,266	(23,874)	-76%	
75	5305	Professional Dues & Memberships	30,916	43,440	(12,524)	-29%	
76	5421	General Liability Insurance	110,090	110,000	90	0%	
77	5510	Utilities - Gas and Electric	267,930	322,000	(54,070)	-17%	
78	5515	Janitorial, Gardening Services & Supplies	443,468	593,573	(150,105)	-25%	
79	5525	Utilities - Waste	30,605	38,800	(8,195)	-21%	
80	5530	Utilities - Water	56,240	42,450	13,790	32%	
81	5605	Equipment Leases and Rentals	140,738	136,980	3,758	3%	
82	5610	Occupancy Rent	1,503,543	1,503,813	(270)	0%	
83	5612	Additional Facilities Use Fees	7,816	36,000	(28,184)	-78%	
84	5615	Repairs and Maintenance - Building	34,451	100,000	(65,549)	-66%	
85	5617	Repairs and Maintenance - Non-computer Ec	-	3,000	(3,000)	-100%	
86	5618	Repairs & Maintenance - Auto	527	1,500	(973)	-65%	
87	5803	Accounting Fees	16,878	15,000	1,878	13%	
88	5804	Legal Fees	95,326	53,000	42,326	80%	
89	5805	External Management and Administrative Fee	-	-	-	0%	
90	5806	County Oversight Fees	105,938	107,000	(1,062)	-1%	
91	5810	Contracted Services	458,379	706,200	(247,821)	-35%	
92	5810.001	Food Service Administration	-	1,000	(1,000)	-100%	
93	5810.002	Student Information & Assessment	38,072	65,372	(27,300)	-42%	
94	5810.003	Student Transportation	477,473	565,970	(88,497)	-16%	
95	5810.004	Intervention & Consultation	261,349	245,849	15,500	6%	
96	5810.005	Psychological Services	635,033	704,740	(69,707)	-10%	
97	5810.006	Substitute Teachers	131,038	152,000	(20,962)	-14%	
98	5810.007	Interscholastics - Coaches	43,265	78,000	(34,735)	-45%	
99	5810.008	Information Technology	548,367	784,220	(235,853)	-30%	
100	5810.009	Outsourced Teaching	-	-	-	0%	
101	5811	College Application Fees	22,051	26,000	(3,949)	-15%	
102	5812	College Entrance Exams	-	-	-	0%	
103	5820	Recruiting - Students	10,879	21,000	(10,121)	-48%	
104	5821	Printing and Reproduction	23,425	42,500	(19,075)	-45%	
105	5840	Entrance, Admission, & Ticket Fees (not staf	57,904	85,000	(27,096)	-32%	
106	5850	Staff Recruitment	73,614	169,804	(96,190)	-57%	
107	5851	Professional Development	44,812	81,500	(36,688)	-45%	



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108	5853	Payroll Processing Fees	40,381	30,000	10,381	35%	
109	5897	Special Ed Encroachment WCCUSD	456,388	427,679	28,709	7%	
110	5898	Use Tax	640	1,000	(360)	-36%	
111	5905	Company Cell Phones	35,055	57,200	(22,145)	-39%	
112	5910	Internet and Wifi	87,592	51,900	35,692	69%	
113	5915	Postage and Delivery	23,288	25,000	(1,712)	-7%	
114	5920	Landlines and Office Based Phones	7,019	39,600	(32,581)	-82%	
115	5992	Bank fees	668	2,000	(1,332)	-67%	
116	6900	Depreciation and Ammortization	21,870	25,000	(3,130)	-13%	
117	INCO.EXP 5895	Central Office (Shared Services Allocat	1,068,715	1,068,715	-	0%	
118		<b>Total Contract Services</b>	<b>7,634,572</b>	<b>8,906,412</b>	<b>(1,271,840)</b>	<b>-14%</b>	
119							
120		Total Salaries & Benefits	16,180,659	17,442,707	(1,262,048)	-7%	
121		Total Supplies	1,655,562	1,556,940	98,622	6%	
122		Total Contract Services	7,634,572	8,906,412	(1,271,840)	-14%	
123		<b>Total Expenses</b>	<b>25,470,793</b>	<b>27,906,059</b>	<b>(2,435,267)</b>	<b>-9%</b>	
124							
125		<b>Net Income/loss</b>	<b>(1,365,420)</b>	<b>50,000</b>			

# Coversheet

## Cross Country Ed Contract

**Section:** IV. Action Items  
**Item:** F. Cross Country Ed Contract  
**Purpose:** Vote  
**Submitted by:** Karen Snider

**Related Material:**

Making Waves Academy-Contract-7-24-2020- Cross Country Education Need to Sign Still.docx  
NPA Verification New Mediscan II LLC41 Cross Country.pdf  
COI Making Waves Academy Cross Country.pdf  
The Next Level of Educational Staffing Brochure Cross Country.pdf  
SELPA-2020-2021-Master-Contract Cross Country.docx

**BACKGROUND:**

Cross Country Education (formerly DirectEd) is up for contract renewal to support MWA's special education department for the 2020-21 AY. Cross Country Education will provide MWA with adaptive physical education services to ensure IEP compliance. As it's own Local Education Agency (LEA), MWA must provide services written into student's IEPs. MWA will outsource IEP services that the school is unable to staff internally or are small in scope/low incidence services.

**RECOMMENDATION:**

Board approval for the Cross Country Education contract renewal for 2020-21 AY. Fiscal Impact Estimate: \$4500 (Adaptive PE \$107/hour based on current IEP needs/service minutes)



**NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION  
STAFFING AGREEMENT**

This Staffing Agreement (this "Agreement") is entered into on **July 24, 2020 ("Effective Date")** by **New Mediscan II, LLC dba Cross Country Education ("Agency")** and **Making Waves Academy ("Client")**. Agency and Client may be referred herein individually as a "Party" or collectively as the "Parties".

**1. STAFFING SERVICES.** Agency will refer to Client qualified and skilled personnel ("Personnel") for positions described in Exhibit A meeting the requirements outlined by Client and set forth in Exhibit B for Client's locations set forth in Exhibit C. Agency will supply Personnel. Agency will use commercially reasonable efforts to provide the Personnel when and as requested by Client. Agency will use commercially reasonable efforts to verify Personnel credentials; however, Agency makes no warranty or guaranty concerning Personnel abilities or performance and Client will exercise its independent judgment in accepting and retaining Personnel for assignment. All other testing and/or additional credentialing required by Client, including any changes to Exhibit B, shall be performed by Agency at Client's sole cost and expense. Any such Client requirements shall be billed to Client.

**2. INDEPENDENT RELATIONSHIP.** Agency will render all services contemplated under this Agreement to Client as independent contractors and not as employees, agents, partners of, or joint ventures with Client. No Personnel performing services under this Agreement shall have any authority to bind Agency or modify this Agreement.

**3. COMPLIANCE WITH LAWS; GENERAL TERMS; STANDARD OF PERFORMANCE.** Agency shall comply with all federal laws, regulations and procedures regarding legal status to work and reside in the U.S., including completion of required Immigration and Naturalization forms upon hire. Agency is an Equal Opportunity Employers. Agency and Client will not discriminate in the placement of Personnel on the basis of race, creed, color, national origin, sex, age, disability, citizenship or veteran status. The Parties agree to perform the obligations under this Agreement pursuant to applicable federal, state, and local laws, including but not limited to, meal period and rest break laws. Specifically, Client shall have, and be responsible for, daily supervision over Personnel including, without limitation, providing (a) a safe, harassment free, abusive conduct free and discrimination free workplace, (b) all necessary and appropriate equipment for the work to be performed by the Personnel in the workplace environment, (c) all necessary and appropriate safety and operational training of Personnel on such equipment and concerning such environment, and (d) full compliance with all applicable federal and state wage and hour laws; safety laws and other regulatory laws. Client shall reimburse Agency for any costs, including penalties, incurred by Agency should Client fail to comply with this requirement. Each Party will indemnify the other, its affiliates, directors, officers, trustees, employees, agents and representatives for the indemnifying Party's failure to abide by such applicable federal, state, or local laws.

**4. EXCLUSIVITY; FIRST AGENCY TO REFER PERSONNEL.** Agency acknowledges and agrees that Client is not obligated to use Agency exclusively to provide Client with any Personnel. If Agency submits Personnel's complete profile to Client, orally or in writing, before any other agency does so, Client agrees to staff and / or hire Personnel only through Agency.

**5. INCENTIVISED RATES.** Agency and Client may designate certain specialties as requiring an incentivized rate at the time of order to meet Client needs. Such incentivized rates shall be used for the duration or extension of such assignments. Agency shall propose such rates including the details of the

bill rate change, prior to enacting the incentivized rates and Client shall confirm its approval via the assignment confirmation signed by Client.

**6. TIME AND ATTENDANCE.** A Client representative and the assigned Personnel shall each provide the hours worked by Personnel. For per diem Personnel, the electronic timekeeping software shall be provided by Agency to Client and updated daily so that Client can review and approve weekly by midnight Friday of the current work week. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. For long term Personnel, a Client representative shall promptly approve the hours worked by Personnel by completing and executing such information on a form provided by Agency, indicating Personnel exact time in and time out, including records of all breaks and meal periods. Such timesheets shall be submitted daily (if so required) or weekly to Agency. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. Client's execution of a timesheet shall constitute Client's acceptance and waiver of objections to the work performed by Personnel, the number of hours so listed, the shift and unit worked by Personnel and other additional charges listed thereon.

**7. BILLING AND PAYMENT.** Agency will invoice Client weekly for services pursuant to the rates and terms contained on Exhibit A; payment shall not be subject to offset or waived for any delay in presentment. If, under applicable state law, Agency is required to pay Personnel any wage/hour penalty, Client will be billed for and will pay such penalty for such Personnel. Payment shall be due within thirty (30) days after invoice date. Agency will accept payment in the following forms: credit card, check and electronic funds transfer. Any payments processed via credit card, ACH debit or drawdown wire shall not require Client's additional authorization prior to processing payment. Such form of payment may incur a processing fee. A finance charge equal to the greater of 18% or the highest maximum lawful rate per annum, will be added to all outstanding amounts unpaid for thirty (30) days or more. Client will submit, in writing, any and all objections to the invoices to Agency within five (5) business days after Client's invoice date. Failure to so notify Agency of any objections will constitute acceptance of invoice and waiver by Client of such objections. Late invoicing will not affect Client's responsibility for payment. Payments shall be applied in the following order against amounts owed by Client to Agency: (a) first, to the payment of any costs of collection incurred by Agency (including any attorneys' fees and expenses), (b) second, to any late fees and/or penalties, including, but not limited to, any finance charges and (c) last, to the payment of fees for services rendered by Agency to Client under this Agreement. Client and Agency agree that any settlement of disputes regarding this Agreement must be in writing and signed by Agency and Client, or it will not be binding upon either of them. Client authorizes Agency to receive and deposit payments marked "paid in full" or "full satisfaction and discharge" or words of similar import, without waiving Agency's right to proceed against Client for any outstanding amounts owed by Client in excess of such payments. Client agrees to pay any added charges relating to excise, gross receipts, sales tax, or other similar taxes, if applicable. In the event such payments are not made, Agency shall have the right to pay such sums at its discretion and Client agrees to reimburse Agency for all such payments made. Any partial payment of an invoice received and deposited by Agency shall not be deemed to be payment in full of such invoice and shall not waive Agency's right to proceed against Client for any outstanding amounts owed by Client in excess of such payment.

**8. SALES, GROSS RECEIPTS, AND/OR APPLICABLE TAXES.** Rates listed in this Agreement and any attached exhibits do not include state and local sales tax, gross receipts tax or other applicable taxes. Services provided that are subject to such taxes will be billed at the appropriate rate plus the applicable taxes, payable by Client. Taxability will be determined based on the location where the service is provided. If Client is exempt from such taxes or should not be charged for other legal reasons, it is Client's duty to provide proof of exemption to Agency. In the event that Client utilizes a third party billing system that does not provide an option to bill for tax, Client will be billed separately for the tax due. In the event certain taxes arise from either (a) a determination that Client was not exempt or (b) a determination such services should have been taxable and for which no taxes were charged, Agency shall separately invoice those amounts and Client shall be responsible to pay such amounts according to the terms noted in the billing and payment section of this Agreement.

**9. NON-SOLICITATION.** Unless otherwise prohibited by applicable law, Client agrees not to solicit any of Agency's employees, including Personnel performing services hereunder, to become employed by Client or to attempt to otherwise modify the employment relationship between Agency's employees, including Personnel, and Agency and/or its affiliates in any manner, except as provided in the attached Exhibit A of this Agreement.

**10. TERM/TERMINATION OF AGREEMENT.** This Agreement shall begin on the date first written above and shall continue for a term of one year. This Agreement at the end of such term will be automatically renewed for successive one year periods unless terminated sooner. This Agreement may be terminated by either Party on fifteen (15) days' written notice, or at any time by mutual written agreement of the Parties. Agency reserves the right to immediately terminate this Agreement in the event: (i) Client breaches any duty under this Agreement, including but not limited to the failure to timely pay any amounts due to Agency; (ii) if required by law or regulation; or (iii) if Client becomes insolvent or commits any act of bankruptcy, or a petitioner for involuntary bankruptcy is filed against Client, or Client makes a general assignment for the benefit of creditors under the bankruptcy or insolvency laws. On termination, Agency shall have no further obligation to provide Client with Personnel.

**11. CONFIDENTIALITY.** The Parties agree that this relationship may meet the requirements established under the Family Educational Rights and Privacy Act ("FERPA") and shall act in accordance with FERPA standards. In addition, Client agrees that it will not, directly or indirectly, disclose to any Personnel or any third party any rate or other remuneration information disclosed by Agency to Client or any other information contained in this Agreement, except to the extent that such information is required to be disclosed by law, court or governmental order. Client acknowledges that all information regarding rates and other remuneration, as between Agency and Personnel and Client and Agency, is considered proprietary by Agency. The terms of this Section shall survive the termination of this Agreement for any reason.

**12. INSURANCE.** During the term of this Agreement, Agency will maintain Workers' Compensation insurance at levels established by applicable state, automobile liability insurance with limits of \$1,000,000 and general liability insurance with limits of \$1,000,000 (individual) and \$3,000,000 (aggregate). Such general liability coverage shall include claims for sexual abuse and molestation. Agency shall furnish, at Client's request, a certificate of insurance evidencing such coverage.

**13. LIABILITY AND INDEMNIFICATION.** Agency agrees to indemnify Client from claims and liabilities (including reasonable attorneys' fees) relating to any property damage, personal injuries or death, resulting directly from the negligent acts or omissions of Agency or its employees while performing services pursuant to this Agreement. Client agrees to indemnify Agency, its affiliates, directors, officers, trustees, employees, agents and representatives from claims and liabilities (including reasonable attorneys' fees) relating to personal injuries or death, resulting directly from the negligent acts or omissions of Client or its employees. Client and Agency each agree that they shall only be liable to the other Party under this section for the proportionate liability or relative share of negligence allocated to such Party based on the negligent acts or omissions of itself or its employees.

**14. VIRTUAL SERVICES.** Most services are available for virtual delivery. If virtual services are requested, Client agrees to indemnify and hold harmless CCE for any violations of FERPA while delivering virtual or other services requested by Client.

**15. RISK MANAGEMENT.** Client agrees to notify Agency's Risk Management Department by phone at (800) 513-5635 or (888) 235-3321 within fifteen (15) days of any incident or concern regarding care of student(s), incident or pending or threatened lawsuit relating to services provided under this Agreement. Failure of Client to provide such notice shall relieve Agency from any and all liability, damage or costs (including any indemnity obligations) resulting from the alleged incident or complaint. Upon receipt of notification of an incident, Agency's Risk Management Department will take all steps it deems reasonably necessary related to the same. Agency and Client agree that neither Party shall take any retaliatory and/or disciplinary action against Personnel should they report any safety or quality care concerns to any such regulatory agency. Client will be responsible for recording Personnel work injuries on Client's injury logs and will indemnify Agency for any violations of Occupational Safety and Health Administration (OSHA) laws related to Personnel. In the event of an injury to Personnel while working, Client shall advise Personnel to immediately report the injury to Agency. During business hours the number to call is 800-695-7810. During after-hours and weekends the number to call for travel

personnel is 800-347-2264 and the respective branch number for per diem. Agency's Workers' Compensation Team will direct Personnel regarding treatment and the filing of a Workers' Compensation claim.

**16. NOTICES; BILLING ADDRESS.** Any notice rendered in connection with this Agreement shall be in writing and shall be effective when delivered personally (including by Federal Express, Express Mail, or similar courier service), if sent by facsimile, on the date of transmission with confirmed answer back, or five (5) days following deposit into the United States mail, certified mail, return receipt requested, first class postage prepaid, addressed to such Party at the address set forth below, with a copy to Susan Ball, General Counsel if notice is sent to Agency. Client agrees to promptly notify Agency in writing of any incidents that could lead to liability for Agency or its employees, including Personnel, and any threatened or pending litigation or claims arising out of or relating to the services provided hereunder.

If to Agency:		If to Client:	
Cross Country Staffing, Inc. 5201 Congress Avenue, Suite 100B Boca Raton, FL 33487		<b>Making Waves Academy</b> <b>3220 Blume Drive, Suite 250</b> <b>Richmond, CA 94806</b>	
ATTENTION:	Contract Administration	ATTENTION	<b>Karen Snider</b>
PHONE	800.873.9182	PHONE	<b>510-854-3050</b>
		FAX	

If Client's billing address differs from Client's notification address, Agency will invoice Client's billing address as indicated below.

If to Client:	
<b>Enter Client Legal Name</b>	
<b>Enter Street Address</b>	
<b>Enter City, State &amp; Zip</b>	
ATTENTION:	<b>Enter Name</b>
PHONE	<b>Enter Phone Number</b>
FAX	<b>Enter Fax Name</b>

**17. CONFLICT OF INTEREST.** Agency represents that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with Client or with the performance of the Services under this Agreement. Agency further represents that it shall not engage any person having such conflict of interest to perform services.

**18. ACCESS TO RECORDS.** In accordance with Federal regulations and for four (4) years after the termination of this Agreement for any reason, Agency agrees to make available to the Secretary, U.S. Dept. of Health and Human Services, the U.S. Comptroller General and their representatives, this Agreement and all books, documents and records necessary to certify the nature and extent of the costs of the services provided hereunder.

**19. GOVERNING LAW.** This Agreement shall be interpreted pursuant and subject to the laws of the State of California. The Parties agree that any action between the Parties must be brought in a court of competent jurisdiction in the State of California, Los Angeles County, where the Parties consent to jurisdiction.

**20. ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS; SUBCONTRACTING; SURVIVAL.** This Agreement constitutes the entire agreement between the Parties with respect to the matters herein and supersedes all prior agreements, arrangements and understandings (whether oral or written) between the Parties. Other than as provided for Exhibit A, this Agreement shall not be modified, except in writing signed by both Parties expressly stating that it constitutes a modification of this Agreement. Exhibit A shall be updated annually in accordance with provisions of Exhibit A and will be sent by Agency to Client contact. Such updated Exhibit A will be effective on the Effective Date. Failure of any Party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed a waiver

of its rights to require such compliance in the future. Agency may subcontract with any of its affiliates to provide staffing services but will not subcontract to third parties without prior consent of Client (which shall not be unreasonably withheld or delayed). This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto. If an action is brought to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees relating to such action. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such finding shall not invalidate the whole Agreement. Such term or provision shall be deemed modified only to the extent necessary by adjudication to render such term or provision valid, legal and enforceable. **Notwithstanding anything herein to the contrary, Sections 3, 6-7, 9-13, 15, and 18-21 shall survive the termination of this Agreement for any reason.**

**21. ATTACHMENTS; COUNTERPARTS; FACSIMILE DELIVERY.** Each Exhibit to this Agreement is hereby incorporated by reference in this Agreement as if such Exhibit was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

**22. CONSEQUENTIAL; SPECIAL DAMAGES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE).

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed on the Effective Date of this Agreement.

**NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION**

**Client: Making Waves Academy**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE





**EXHIBIT A  
NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION  
RATES AND TERMS**

- A. CONVERSION.** Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency. Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of one (1) year without payment of the placement fee. Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay an amount equal to \$18,750 or 35% (whichever is greater) of the Personnel's first year's annual salary.

Client shall be required to immediately pay to Agency the placement fee for each Personnel, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within one year of the termination of such Personnel's employment with Agency or (b) Client causes, Personnel directly or indirectly, to leave the employment of Agency.

All amounts required to be paid to Agency are due upon candidate's first day of service at Client or the Facility to which Personnel member is referred. Client's obligation to pay Agency under this provision shall not be subject to offset. Late fees will be assessed for late payments.

- B. ORIENTATION.** Client shall provide Personnel with instructions regarding Client and facility policies. In the event Client requires Personnel to report to work prior to the first day of Personnel scheduled assignment in order to fulfill any pre-employment requirements, Client will pay Agency the Personnel rate described below for each hour spent by such Personnel fulfilling those requirements. Such fees will be billed on and paid by the Client in accordance with the first invoice delivered to the Client.
- C. OVERTIME.** Client will be billed for all overtime hours in accordance with the current state and federal laws, rules and regulations where such services are being provided. Calculations of overtime will be 1.5 times the Personnel rate or two (2) times the Personnel rate listed below as required by law.
- D. PERMANENT PLACEMENT.** Upon Client's request Agency will identify, qualify and interview individuals pursuant to Client-specified job description for Client's direct hire opportunities. If Client hires such individual, Client will be billed in the next billing cycle a fee equal to the greater of USD \$18,750 or 35% of such individual's annual base salary calculated on a 40-hour work week. Such fee shall be due and payable under the terms and conditions of this Agreement.
- E. RATE CHANGES.** The regular rates are subject to additional increase in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.



**F. BREAKS AND REST PERIODS.** Client agrees to schedule and supervise all Personnel while on assignment with Client and provide all Personnel with all meal periods and rest breaks required by law. Client shall reimburse Agency for any costs, including penalties, incurred by Agency should Client fail to comply with this requirement.

**G. RATES.** The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

<b>MODALITY</b>	<b>PERSONNEL RATES (PER HOUR)</b>
<b>SPECIAL EDUCATION PROVIDERS</b>	
Adapted Physical Education Teacher	\$100.00
Art Therapist	-
Behavior Analyst/Consultant/ Behavioral Intervention Development	\$125.00
Certified or Credentialed School Nurse	\$120.00
Educational Diagnostician	-
Marriage and Family Therapist	\$100.00
Music Therapist	-
Occupational Therapists	\$98.00
Certified Occupational Therapist Assistant	\$67.00
Orientation/Mobility Specialist	-
Physical Therapist	\$98.00
Physical Therapist Assistant	\$67.00
Registered Behavior Technician	\$60.00
Registered Nurse	\$70.00
School Counselor	\$95.00
School Psychologist	\$120.00 - \$130.00
Sign Language Interpreter	-
Social Worker	-
Special Education Teacher	\$90.00-\$100.00
Speech Language Pathologist	\$110.00 - \$120.00
Speech Language Pathologist Assistant	\$67.00
Teachers for the Deaf or Hard of Hearing	-
Teachers for the Visually Impaired	-
Other :	As Quoted
<b>EDUCATION SUPPORT STAFF AND TEACHERS</b>	
Behavioral Intervention Implementation	\$51.00
Behavioral Intervention Implementation – NCI Certified or QBS Trained	\$53.00
Certified Nursing Assistant	\$42.00
Licensed Vocational Nurse/Licensed Practical Nurse	\$51.00
Office Assistant	-
Paraprofessional/Sped Aide	\$42.00
Paraprofessional/Sped Aide – NCI Certified or QBS Trained	\$44.00
Sub Teacher Half 0-4 (no lunch)	\$180.00 per day
Sub Teacher Full 4.01-8.0 (no lunch)	\$365.00 per day

Sub Teacher Lesson Planning or Grading	\$410.00 per day
Certified Teacher Lesson Planning or Grading	\$425.00 per day
Other :	As Quoted
<b>SCREENINGS</b>	
Vision, Hearing or Scoliosis Screening or Lice Check (if fewer than 50 students, hourly School Nurse rate applies)	\$10.00 per student per screening
<b>ASSESSMENTS AS NEEDED</b>	
Adapted Physical Education Assessment	\$130.00 per hour
Deaf and Hard of Hearing Assessment	\$135.00 per hour
Educational Psychological Assessment	\$130.00 per hour
Language and Speech Assessment	\$130.00 per hour
Occupational Therapy Assessment	\$130.00 per hour
Vision and Hearing Assessment	\$115.00 per hour
<b>SPED OPTIMAL SERVICES</b>	
DIS Service Compliance Monitoring – 1 Hour Minimum	\$100.00 per hour
Assessment Scheduling	\$100.00 per hour
Applicant Interviews	\$175.00 per hour
Ed Audiologist	\$165.00 per hour
Virtual Case Management – 1 Hour Minimum	\$130.00 per hour
Virtual Program Administrator – 1 Hour Minimum	\$175.00 per hour
Virtual Provider Coaching/Mentoring/ Supervision	\$175.00 per hour
Virtual Speech and Language Pathologist- 1 Hour Minimum	\$88.75 per hour
Virtual Occupational Therapist- 1 Hour Minimum	\$88.75 per hour
Virtual Adapted Physical Education Teacher- 1 Hour Minimum	\$107.00 per hour
<b>TRANSLATION</b>	
Check for languages available – 1 hour minimum	\$100.00 per hour

<b>ADD-ON MENU</b>		
<b>Item/Task</b>	<b>Description</b>	<b>Cost</b>
Adapted Physical Education Instructional Materials Kit*	Materials for direct service providers	\$1,150.00 per kit
Case Manager Instructional Materials Kit*	Inventory for Case Managers	\$75.00 per kit
Counselor Instructional Materials Kit*	Materials for direct service providers	\$230.00 per kit
OT/COTA Instructional Materials Kit*	Materials for direct service providers	\$375.00 per kit
SLP/SLPA Instructional Materials Kit*	Materials for direct service providers	\$460.00 per kit
Computer	Laptop to be used for work related tasks (internet hotspot not included)	\$900.00 per school year
<p>*A list of items included is available upon request. If specific items are requested, a custom quote can be provided.</p>		

**NEW MEDISCAN II, LLC DBA CROSS  
COUNTRY EDUCATION**

**Client: Enter Client Legal Name**

---

SIGNATURE

---

SIGNATURE

---

PRINTED NAME

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PRINTED NAME

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TITLE

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TITLE

**NEW-MEDISCAN II, LLC dba  
Cross-Country Education**

**Client: ~~Making Waves Academy~~**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE



**Exhibit B**

## Special Education Providers, Substitute Teachers and Support Staff

### HEALTH SCREENING AND CREDENTIALING REQUIREMENTS

1. Personnel must meet the requirements set forth below. In lieu of providing protected health and personal information of their Personnel to Client, Agency will provide Client with an attestation for each Personnel stating (a) they have completed all of the health and background screenings requirements below; (b) there has not been a break in service greater than 180 days of such Personnel subsequent to conducting such health and background screenings; and (c) the results of those screenings have not shown any issues that would render such Personnel unacceptable to Client or otherwise negatively impact student health or safety. Notwithstanding anything herein to the contrary, Agency will provide Client with copies of all other credentialing documents upon request and as permitted by law.
2. Client understands and agrees that it will incur additional costs for any health screenings and/or credentialing requested that is not set forth herein.
3. Items on this document cannot be waived or altered unless approved by the Director of Standards and Quality Management or Chief Clinical Officer. In addition, any requests by Client other than as set forth herein must be agreed upon in writing before Agency shall be required to provide any such additional health screenings and/or credentialing.
4. Client may request Personnel to start with a pending requirement. In such event, prior approval must be obtained by Agency's Director of Standards and Quality Management or Chief Clinical Officer.

TYPE	FREQUENCY	DETAILS
<b>AGENCY STANDARDS</b>		
Application	Upon Hire	Break in service defined: Over 180 days
Annual Mandatory Education (AME)	Upon hire and annually.	Applicable for school setting
Criminal Background Check	Upon hire or re-activation	<p>7 years back- all counties lived and worked with social security trace.</p> <p>Any disciplinary actions, convictions, or potentially disqualifying result will require review with Agency Employee Eligibility Review Board (EERB). If made eligible, applicants can be submitted.</p> <p>CA Only: Live Scan; Any convictions must be explained and evaluated for California Education Code compliance. If acceptable per California Education Code compliance, evaluated by a Director before hire.</p>
State Requirements	Upon hire and according to state and Client	Including mandated educational training

State License Registration Certification	Upon hire, re-activation, every 6 mos., expiration.	Primary source verification- current and valid. Any disciplinary actions, convictions, or potentially disqualifying result will require review with Agency Employee Eligibility Review Board (EERB). If made eligible, applicants can be submitted. Must be explained and evaluated by a Director prior to hire.
Certifications (ex. CPR)	Client requirement	Current and valid
Certification- State Specific	At hire, reactivation, expiration.	As required by locations.
Sanctions	Within 30 days prior to hire with agency and then annually. According to State requirements	For all employees working in California, the OIG, SAM, and Medi-Cal are required to be completed every 30 days. Any disciplinary actions, convictions, or potentially disqualifying result will require review with Employee Eligibility Review Board (EERB). If made eligible, applicants can be submitted
Sex Offender	Within 30 days prior to hire with agency and then annually. According to State requirement.	Sex Offenders are not eligible for employment

## **Exhibit C**

Making Waves Academy  
3220 Blume Drive, Suite 250  
Richmond, CA 94806







**CALIFORNIA DEPARTMENT OF EDUCATION  
NOTICE OF NONPUBLIC AGENCY CERTIFICATION**

Date: December 24, 2019

NPA ID: 9900850

Nonpublic Agency: New Mediscan II, LLC

Site Administrator: Mihal Spiegel

Site Address: 21820 Burbank Blvd, Suite 310

City: Woodland Hills CA 91367

**Maximum Capacity:** 76+      **Grades:** PK to 12      **Student Gender:** Coed

2020 CERTIFICATION STATUS:

**APPROVED**

*Per California Education Code 56366.4(a)(5)(A), the superintendent may revoke or suspend the certification of a nonpublic, nonsectarian school or agency for any of the following reasons: Failure to notify the department in writing of any of the following within 45 days of the occurrence: changes in credentialed, licensed, or registered staff who render special education and related services; ownership; management; or control of the nonpublic, nonsectarian school or agency.*

EFFECTIVE DATES:

January 01, 2020 through December 31, 2020

**Authorized Sites to Serve:**     LEAs     NPA Site     NPS Sites     Virtual Services

**Authorized to Provide the Following Related Services:**

- |   |   |  |  |                               |   |
|---|---|--|--|-------------------------------|---|
| <input checked="" type="checkbox"/> APE | <input checked="" type="checkbox"/> BII | <input checked="" type="checkbox"/> LSDR | <input type="checkbox"/> PCT           | <input type="checkbox"/> SDTI | <input type="checkbox"/> VECD                       |
| <input checked="" type="checkbox"/> AS  | <input checked="" type="checkbox"/> CG  | <input type="checkbox"/> MT              | <input checked="" type="checkbox"/> PS | <input type="checkbox"/> SW   | <input type="checkbox"/> LI:                        |
| <input type="checkbox"/> ATS            | <input type="checkbox"/> EE             | <input type="checkbox"/> OM              | <input checked="" type="checkbox"/> PT | <input type="checkbox"/> TS   | <input type="checkbox"/> Other Services Authorized: |
| <input checked="" type="checkbox"/> BID | <input checked="" type="checkbox"/> HNS | <input checked="" type="checkbox"/> OT   | <input checked="" type="checkbox"/> RS | <input type="checkbox"/> VS   |   |

Certification is not an endorsement of the services offered by the nonpublic agency (NPA), but states only that the NPA meets minimum legal standards. "Approved" or "Conditional" certifications authorize the NPA to accept students placed by local educational agencies (LEAs) under California Education Code, Section 56366.

Focused Monitoring and Technical Assistance VI Unit  
Special Education Division



# CERTIFICATE OF LIABILITY INSURANCE

9/30/2020

DATE (MM/DD/YYYY)

10/21/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <span style="float: right;"><b>FAX (A/C. No):</b></span> <b>E-MAIL ADDRESS:</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Lloyds of London (NAIC # See Below)</td> <td></td> </tr> <tr> <td>INSURER B: SELF INSURED</td> <td></td> </tr> <tr> <td>INSURER C: Travelers Property Casualty Co of America</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER D: The Medical Protective Company</td> <td style="text-align: center;">11843</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyds of London (NAIC # See Below)		INSURER B: SELF INSURED		INSURER C: Travelers Property Casualty Co of America	25674	INSURER D: The Medical Protective Company	11843	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Lloyds of London (NAIC # See Below)															
INSURER B: SELF INSURED															
INSURER C: Travelers Property Casualty Co of America	25674														
INSURER D: The Medical Protective Company	11843														
INSURER E:															
INSURER F:															
<b>INSURED</b> 1385381 CROSS COUNTRY HEALTHCARE, INC.- * SEE ATTACHMENT FOR FULL LIST * 6551 PARK OF COMMERCE BLVD., NW BOCA RATON FL 33487															

**COVERAGES \*\*\* CERTIFICATE NUMBER: 16370449 REVISION NUMBER: XXXXXXXX**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> RETRO DATE 8/26/01  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	GLOPR1902023	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	SELF INSURED	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	GLOPR1902023	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TC2J-UB131J6129-19 (AOS) TRJ-UB131J6130-19 (AZ,MA,MI)	9/30/2019 9/30/2019	9/30/2020 9/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>MEDICAL PROFESSIONAL LIABILITY</b>	N	N	G00517	10/1/2019	10/1/2020	\$1,000,000 EACH OCCURRENCE \$3,000,000 AGGREGATE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 NON-OWNED AUTO (NOA) COVERAGE(S) IS/ARE PROVIDED BY CROSS COUNTRY HEALTHCARE, INC. THROUGH A \$1M SELF INSURED RETENTION (SIR). LLOYDS OF LONDON NAIC #1126623. Additional insured status is granted on a primary noncontributory basis on the above policies, if required by contract. Sexual Abuse & Molestation limits are included in the GL policy.

**CERTIFICATE HOLDER**

**CANCELLATION** See Attachment

<b>16370449</b> Making Waves Academy Attn: Contracts Dept. 4123 Lakeside Drive Richmond CA 94806	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

Full Named Insured Schedule
Advantage On Call, LLC (f/k/a CAOC, LLC)
Advantage RN, LLC (f/k/a ARNC HoldCo, LLC)
Advantage RN Local Staffing, LLC (f/k/a CARNLS, LLC)
American Personnel, Inc. d/b/a American Personnel Healthcare Services, AP Healthcare, AP Staffing, Commercial Capital Group, API Search
American Personnel, Inc. d/b/a: AP Healthcare
Assignment America, LLC d/b/a: Cross Country Nurses Local, CRU48 Local, Cross Country Allied Local, Cross Country Medical Staffing Network, Advantage RN Local Staffing, MSN, Medical Staffing Network
Cross Country Staffing Inc. d/b/a Cross Country Staffing, Cross Country Workforce Solutions, Cross Country Healthcare Services
Cross Country Support Services, LLC dba Cross Country Allied
Cross Country Talent Acquisition Group, LLC
Local Staff, LLC d/b/a: Cross Country Local, CRU48 Local
Mediscan Diagnostic Services, LLC d/b/a Mediscan Diagnostic Services, Mediscan, Mediscan Staffing Services
Mediscan Nursing Staffing, LLC
New Mediscan II, LLC d/b/a Cross Country Education, LLC, DirectEd Educational Solutions, DirectEd, Mediscan Staffing Services, DirectEd Educational Services
OWS, LLC d/b/a: Optimal Workforce Solutions
Travel Staff, LLC d/b/a: Cross Country Nurses, CRU48 Travel, Cross Country Allied, Advantage RN, NovaPro Travel, MedStaff Travel, Allied Travel





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Cross Country Education takes care of payroll, insurance, and other benefits, as well as workers' compensation - alleviating human resource and administrative paperwork challenges so school administrators can focus on student success. Cross Country Education handles HR-related tasks such as:

- Compliance verification and monitoring
- Background checks, I9, and other requirements
- Orientation and annual training
- Unemployment, Work Injury, and Disability claims
- Leaves of absence requests
- Verification of employment
- Benefits administration







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SPECIAL EDUCATION PROVIDERS		K-12 TEACHERS
Special Education Teachers	Occupational Therapy Assistants	Substitute Teachers
Special Education Case Managers	Physical Therapists	Certified/Credentialed Teachers
Special Education Program Administrators	Deaf and Hard Of Hearing Teachers	EARLY CHILDHOOD EDUCATION
Speech Language Pathologists	Sign Language Interpreters	Teachers
Speech Language Pathology Assistants	Credentialed School Nurses	Assistant Teachers
Board-Certified Behavior Analysts	Marriage and Family Therapists	SCHOOL SUPPORT PROFESSIONALS
Behavior Intervention Developers	School Counselors	School Nurses
Behavior Intervention Specialists	School Psychologists	Certified Nursing Assistants
Adapted Physical Education Teachers	Social Workers	Licensed Vocational Nurses
Occupational Therapists	Visually Impaired Teachers	Instructional Aides
		Behavior Aides





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*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 Cross Country Education (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 30<sup>th</sup>, 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 (10<sup>th</sup>) 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 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

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

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

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



determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

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

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

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

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

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

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

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

## **59. PAYMENT FOR ABSENCES**

### NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class

during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

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

#### NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

#### NONPUBLIC AGENCY STAFF ABSENCE

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

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) 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 1<sup>st</sup> 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:

<b>Name and Title</b>	<b>Name and Title</b> Karen Snider, Director of Special Education
<b>Nonpublic School/Agency/Related Service Provider</b>	<b>LEA</b> Making Waves Academy
<b>Address</b>	<b>Address</b> 4123 Lakeside Dr.
<b>City State Zip</b>	<b>City State Zip</b> Richmond CA 94806
<b>Phone Fax</b>	<b>Phone Fax</b> 510-551-9988 F. 510-243-9942
<b>Email</b>	<b>Email</b> 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>	_____	_____

<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:**

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

## Declaration of Need for Certificated Employees

**Section:** IV. Action Items  
**Item:** G. Declaration of Need for Certificated Employees  
**Purpose:** Vote  
**Submitted by:** Elizabeth Martinez  
**Related Material:** Declaration of Need.pdf

**BACKGROUND:**

Board reviews a declaration that there is an insufficient number of certificated persons who meet the school's specified employment criteria.

**RECOMMENDATION:**

The board designates the Chief of Staff and Acting Director of HR as the designee to complete and file the declaration of need on behalf of MWA.



The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes                  No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes                  No

If yes, how many interns do you expect to have this year? \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If no, explain why you do not participate in an internship program.

\_\_\_\_\_

\_\_\_\_\_



# Coversheet

## Education Protection Account (EPA)

**Section:** IV. Action Items  
**Item:** H. Education Protection Account (EPA)  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:**  
Education Protection Account - Board Resolution - 2020-21-2020-8.29-hm.pdf  
Education Protection Account - Spending Plan 2020-21-8.29.2020.pdf

**RECOMMENDATION:**

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



Date: September 10, 2020

## **RESOLUTION**

Making Waves Academy  
Resolution Number: 2020-21-01

### **Education Protection Account**

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

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

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

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

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

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

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

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

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

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

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



**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of Making Waves Academy; and
2. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of Making Waves Academy has determined to spend the monies received from Education Protection Account as attached.

**PASSED AND ADOPTED** by the Governing Board of Making Waves Academy on September 10, 2020.

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

---

Marcicela Navarro, Secretary of Governing Board  
Making Waves Academy



## Making Waves Academy

### 2020 – 21 Education Protection Account (EPA) Spending

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

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

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

The spending plan must be approved by the governing board during a public meeting. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.

Each year, the local agency must publish on its Website an accounting of how much money was received from the EPA and how the funds were expended.

Making Waves Academy estimated 2020-2021 Revenue and Expenditures:

**Revenue:** \$876,407

**Expenditures:**

- Teachers Salary \$500,000
- Psychological Services: \$376,407

# Coversheet

## T-Mobile Hotspots

**Section:** IV. Action Items  
**Item:** I. T-Mobile Hotspots  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** T-Mobile Covid-19 Education Agreement Hotspot.pdf

### BACKGROUND:

This agreement is for 73 mobile hotspots for staff and faculty. Given that Distance Learning may occur throughout the entire school year, this is a tool that will be provided to key staff and faculty to help ensure instructional and operational continuity is maintained in the event of outages to Internet i.e. rolling blackouts, ISP or other service interruptions.

### RECOMMENDATION:

Please approve the attached T-Mobile agreement with a fiscal impact of \$17,520.

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

This T-Mobile for Education Agreement which will be effective as of the date the second Party signs this Agreement below (“**Agreement Effective Date**”), is by and between T-Mobile USA, Inc., a Delaware corporation (“**T-Mobile**” or “**Contractor**”), and \_\_\_\_\_ [Full Name of School/School District], a(n) \_\_\_\_\_ [state of formation] \_\_\_\_\_ [type of entity], with its principal place of business at \_\_\_\_\_ [Customer address] (“**Customer**”).

**1. Term.** This Agreement term is (please check applicable term):

month-to-month; or  1 year of active paid service from the Agreement Effective Date (“Term”).

**2. Underlying Agreement.** Customer agrees to purchase wireless mobile Services and Devices from T-Mobile and T-Mobile agrees to provide the Services and Devices to Customer based on the prices listed below. The terms of Customer’s purchase and use of the Services will be governed by: Please check the correct agreement (“Master Agreement”)

- NASPO ValuePoint Contract No. MA176
- General Services Administration Contract Number GS35F0503M
- California Network and Telecommunications Program Contract c4-CVD-19-001-01
- Commonwealth of Massachusetts Contract ITT46
- State of New York Office of General Services Agreement Contract No. PS64727
- State of Ohio Department of Administrative Master Service Agreement MSA0039
- State of Texas Department of Information Resources Contract #DIR-TSO-3416
- [Other, please specify] \_\_\_\_\_

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

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

Rate Plan	Monthly Recurring Charge/Line*	Features	Device Discount/Subsidy** 1-Year Term	Device Cost ** Month-to-Month Term
2GB	\$10	Up to 2GB of high-speed data, followed by data at reduced speeds up to 128kbps.	50% discount off a hotspot FRP (cost of hotspot before discount: \$84.00)	No subsidy/discount to Customer – full retail price for each device <i>+Additional one-time charge will apply for kitting and staging services</i>
Government Unlimited LTE	\$20	Unlimited on device 4G LTE data	Hotspot to be provided at no charge (cost of hotspot before subsidy: \$84)	No subsidy/discount to Customer – full retail price for each device <i>+Additional one-time charge will apply for kitting and staging services</i>

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

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

+ Additional one-time charge for kitting/staging services will apply if opting for month-to-month term

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

Total # of Lines of Service	Rate Plan (check applicable rate plan)	Total Monthly Billing for Services	If applicable, Total Costs for Device	Total Customer Commitment for Service and Device for the Term of the Agreement
73	<input type="checkbox"/> \$10 <input type="checkbox"/> \$20	\$	\$	\$

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

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

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

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

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

**T-Mobile/Contractor**

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

**For Legal Notice – send a copy to:**

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

**Customer:**

Name of School/ Contact Name:	
Address:	
Telephone:	
Email:	

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

<b>Customer:</b>	<b>Contractor: T-Mobile USA, Inc.</b>
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
	Reviewed and Acknowledged: _____ T-Mobile USA, Inc. CSCA Representative



# Coversheet

## Vendor Invoices (May 2020 – July 2020)

**Section:** IV. Action Items  
**Item:** J. Vendor Invoices (May 2020 – July 2020)  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Bill Payment List - May 2020-Jul 2020.pdf

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>May 2020 - July 2020</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
6/22/2020	15116	15Five Inc.	\$ 10,080.00	Contracted Services
5/11/2020	15024	4Site Interactive Studios, Inc	\$ 75.00	IT Contracted Services
5/4/2020	14998	501(c) Agencies Trust	\$ 18,916.75	Unemployment Insurance
7/27/2020	15221	501(c) Agencies Trust	\$ 18,916.74	Unemployment Insurance
7/6/2020	15168	5-Star Students	\$ 1,150.00	Contract Services
5/4/2020	14999	A & T Industries, Inc	\$ 360.12	Contract Services
7/27/2020	15222	Active Network	\$ 1,154.00	Contracted Services
6/29/2020	15140	Ajilon	\$ 6,717.49	Contract Services
5/4/2020	15000	Alba's Glass	\$ 9,127.00	Contract Services
5/18/2020	15046	Alba's Glass	\$ 9,128.00	Contract Services
6/22/2020	15117	Alba's Glass	\$ 1,675.00	Contract Services
5/4/2020	15001	Alliant International University	\$ 4,529.00	Staff Tuition Fee
6/8/2020	15091	Alliant International University	\$ 6,536.00	Staff Tuition Fee
7/6/2020	15169	Alliant International University	\$ 4,379.00	Staff Tuition Fee
7/20/2020	15199	Alliant International University	\$ 3,947.60	Staff Tuition Fee
6/1/2020	15074	Altura Communication Solutions, LLC	\$ 7,745.00	IT Contracted Services
5/11/2020	15025	Ameriflex LLC	\$ 264.00	FSA Administrative Fee
6/29/2020	15141	Ameriflex LLC	\$ 264.00	FSA Administrative Fee
7/13/2020	15183	Ameriflex LLC	\$ 132.00	FSA Administrative Fee
5/18/2020	15047	Amplified IT LLC	\$ 3,051.00	IT Contracted Services
6/22/2020	15118	Anchor Counseling & Education Solutions, LLC	\$ 8,002.50	SPED Service
6/29/2020	15142	Apex Learning Inc.	\$ 1,500.00	Online Learning
7/6/2020	15170	Apex Learning Inc.	\$ 12,000.00	Online Learning
7/27/2020	15223	Armor Locksmith	\$ 166.76	Keys
7/27/2020	15224	Arthur J. Gallagher & Co.	\$ 2,364.00	Student Accident Insurance
5/26/2020	15062	AT&T CALNET	\$ 509.01	Utility
6/29/2020	15143	AT&T CALNET	\$ 509.02	Utility
7/20/2020	15200	AT&T CALNET	\$ 527.81	Utility
5/4/2020	Auth.net-05.20	Authorize.Net	\$ 30.00	Credit Card Processing Fee (Donation)

<b>Making Waves Academy</b>				
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<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
6/2/2020	Auth.net-06.20	Authorize.Net	\$ 30.00	Credit Card Processing Fee (Donation)
7/2/2020	Auth.net-07.20	Authorize.Net	\$ 30.00	Credit Card Processing Fee (Donation)
5/11/2020	15026	Bay Area Conference	\$ 3,890.00	Conference Fees
5/18/2020	15048	BoardOnTrack, Inc	\$ 9,495.00	IT Contracted Services
6/22/2020	15119	BrightBytes	\$ 4,500.00	IT Contracted Services
5/11/2020	15027	California Choice Benefit Administrators	\$ 134,611.32	Health Insurance
6/8/2020	15092	California Choice Benefit Administrators	\$ 123,494.78	Health Insurance
7/13/2020	15184	California Choice Benefit Administrators	\$ 103,195.19	Health Insurance
6/15/2020	15106	California Janitorial Supply Corp.	\$ 841.23	Janitorial Supplies
7/6/2020	15171	California Janitorial Supply Corp.	\$ 190.68	Janitorial Supplies
7/20/2020	15201	California Janitorial Supply Corp.	\$ 623.42	Janitorial Supplies
5/11/2020	15028	Canon Financial Services, Inc.	\$ 11,931.37	Copier Lease
6/8/2020	15093	Canon Financial Services, Inc.	\$ 11,931.37	Copier Lease
7/20/2020	15202	Canon Financial Services, Inc.	\$ 11,931.37	Copier Lease
5/18/2020	15049	CDW Government	\$ 1,525.00	IT Supplies
6/22/2020	15120	CDW Government	\$ 1,306.94	IT Supplies
7/20/2020	15203	CDW Government	\$ 25.50	IT Supplies
6/29/2020	15144	Charter Safe	\$ 88,507.00	Liability and Worker Comp Insurance
5/27/2020		Chase	\$ 5,132.46	Credit Card Payment
6/25/2020		Chase	\$ 14,452.87	Credit Card Payment
7/29/2020		Chase	\$ 6,406.39	Credit Card Payment
5/26/2020	15063	CircleUp Education	\$ 2,200.00	Professional Development
6/22/2020	15121	CircleUp Education	\$ 1,826.00	Professional Development
7/20/2020	15204	CircleUp Education	\$ 750.00	Professional Development
5/11/2020	15029	Colonial Life	\$ 364.20	Health Insurance
6/22/2020	15122	Colonial Life	\$ 364.20	Health Insurance
7/20/2020	15205	Colonial Life	\$ 364.20	Health Insurance
6/22/2020	15123	Comcast	\$ 35,087.14	Internet Provider
7/13/2020	15185	Comcast	\$ 1,635.82	Internet Provider

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5/26/2020	15064	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
6/22/2020	15124	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
7/13/2020	15186	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
5/11/2020	15030	Contra Costa Co Office of Ed	\$ 12,000.00	Teacher Induction
7/20/2020	15206	Contra Costa Co Office of Ed	\$ 105,938.00	Teacher Induction
5/18/2020	15050	Corodata	\$ 46.91	Storage Fee
6/8/2020	15094	Corodata	\$ 41.70	Storage Fee
6/22/2020	15125	Corodata	\$ 46.73	Storage Fee
7/20/2020	15207	Corodata	\$ 46.69	Storage Fee
6/1/2020	15075	Costco Membership	\$ 240.00	Membership Dues
5/4/2020	CyberSrc-05.20	CyberSource	\$ 0.90	Credit Card Charge Fee
6/2/2020	CyberSrc-06.20	CyberSource	\$ 0.90	Credit Card Charge Fee
7/2/2020	CyberSrc-07.20	CyberSource	\$ 0.90	Credit Card Charge Fee
6/22/2020	15126	Dell Marketing L.P.	\$ 13,020.96	IT Supplies
6/29/2020	15145	Dell Marketing L.P.	\$ 249,268.36	IT Supplies
6/29/2020	15146	Deming, Darcy	\$ 259.74	Reimbursement
5/18/2020	15051	Department of Justice	\$ 68.00	Staff Recruitment
6/22/2020	15127	Department of Justice	\$ 51.00	Staff Recruitment
7/20/2020	15208	Department of Justice	\$ 85.00	Staff Recruitment
5/18/2020	15052	Dialink Corporation	\$ 2,061.29	IT Contracted Services
6/22/2020	15128	Dialink Corporation	\$ 2,061.29	IT Contracted Services
7/6/2020	15172	Dialink Corporation	\$ 2,061.29	IT Contracted Services
5/18/2020	15053	DirectEd	\$ 933.90	Deaf and Hard of Hearing Service
5/4/2020	15002	DocuSign Inc.	\$ 4,620.61	Contracted Services
5/4/2020	15003	Drago-Ferguson, Maria	\$ 467.25	Spanish Translator
5/4/2020	15004	EBMUD	\$ 7,845.42	Utility
6/29/2020	15147	EBMUD	\$ 12,929.31	Utility
6/1/2020	15076	EdTec Inc	\$ 140.00	School Attendance Service
6/29/2020	15148	EdTec Inc	\$ 600.00	School Attendance Service

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5/11/2020	15031	Fruge Psychological Assoc Inc	\$ 45,814.00	Psychologist
6/1/2020	Inv 923-925	Fruge Psychological Assoc Inc	\$ 45,814.00	Psychologist
7/20/2020		Fruge Psychological Assoc Inc	\$ 105,081.00	Psychologist
7/13/2020	15187	Gaggle	\$ 10,675.00	IT Contracted Services
5/26/2020	15065	Gateway Fund Raising Service, Inc.	\$ 1,603.39	Supplies
7/6/2020	15173	Hapara Inc.	\$ 4,999.50	IT Contracted Services
5/4/2020	15005	Hayes Software Systems	\$ 4,531.00	IT Contracted Services
7/1/2020	15149	Instructure, Inc.	\$ 14,945.00	Professional Development
7/13/2020	15188	IXL Learning	\$ 14,200.00	IT Contracted Services
6/22/2020	15129	Jostens	\$ 2,542.58	Graduation Supplies
5/4/2020	15006	Juan, Kristan	\$ 1,000.00	Coach Payment
5/4/2020	15007	Kerr, Gaylon	\$ 2,000.00	Coach Payment
5/26/2020	15066	Kronos	\$ 3,098.09	Payroll system
6/8/2020	15095	Kronos	\$ 3,000.00	Payroll system
6/15/2020	15107	Kronos	\$ 3,088.21	Payroll system
6/22/2020	15130	Kronos	\$ 500.00	Payroll system
7/6/2020	15174	Kronos	\$ 3,750.00	Payroll system
7/13/2020	15189	Kronos	\$ 3,113.08	Payroll system
5/11/2020	15032	Law Offices of Young, Minney & Corr, LLP	\$ 5,867.67	Legal Fees
6/8/2020	15096	Law Offices of Young, Minney & Corr, LLP	\$ 28,919.42	Legal Fees
7/13/2020	15190	Law Offices of Young, Minney & Corr, LLP	\$ 10,489.90	Legal Fees
5/26/2020	15067	LBM, Business Services Inc.	\$ 1,350.00	E-Rate
6/1/2020	15077	LBM, Business Services Inc.	\$ 1,350.00	E-Rate
7/1/2020	15150	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
5/11/2020	15033	Linde Group	\$ 24,423.13	IT Support
6/8/2020	15097	Linde Group	\$ 15,885.00	IT Support
7/13/2020	15191	Linde Group	\$ 16,335.00	IT Support
5/4/2020	15008	Making Waves Foundation, Inc.	\$ 124,318.00	School Lease
6/1/2020	15078	Making Waves Foundation, Inc.	\$ 124,318.00	School Lease

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7/27/2020	15225	Making Waves Foundation, Inc.	\$ 140,479.12	School Lease
5/11/2020	15034	Maxim Healthcare Services Holdings, Inc.	\$ 1,655.00	Contract Services
5/18/2020	15054	Maxim Healthcare Services Holdings, Inc.	\$ 1,655.00	Contract Services
5/26/2020	15068	Maxim Healthcare Services Holdings, Inc.	\$ 3,335.00	Contract Services
6/8/2020	15098	Maxim Healthcare Services Holdings, Inc.	\$ 4,635.50	Contract Services
6/15/2020	15108	Maxim Healthcare Services Holdings, Inc.	\$ 1,655.00	Contract Services
6/22/2020	15131	Maxim Healthcare Services Holdings, Inc.	\$ 1,105.00	Contract Services
5/11/2020	15035	Mid-County Officials Network	\$ 3,246.00	Sport Game Fees
5/11/2020	15036	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
6/8/2020	15099	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
5/18/2020	15055	Nearpod Inc	\$ 4,500.00	IT Contracted Services
5/4/2020	15009	Nelson	\$ 2,735.40	Staff Recruitment
5/11/2020	15037	Nelson	\$ 2,778.40	Staff Recruitment
5/18/2020	15056	Nelson	\$ 2,728.40	Staff Recruitment
5/26/2020	15069	Nelson	\$ 2,756.57	Staff Recruitment
6/1/2020	15079	Nelson	\$ 2,591.98	Staff Recruitment
6/8/2020	15100	Nelson	\$ 2,351.31	Staff Recruitment
6/15/2020	15109	Nelson	\$ 2,728.40	Staff Recruitment
6/22/2020	15132	Nelson	\$ 2,828.40	Staff Recruitment
6/29/2020	15151	Nelson	\$ 2,728.40	Staff Recruitment
7/6/2020	15175	Nelson	\$ 2,763.20	Staff Recruitment
7/13/2020	15192	Nelson	\$ 2,387.35	Staff Recruitment
7/20/2020	15209	Nelson	\$ 2,728.40	Staff Recruitment
7/27/2020	15226	Nelson	\$ 1,637.04	Staff Recruitment
5/18/2020	15057	NetProtex Inc.	\$ 340.00	IT Contracted Services
6/8/2020	15101	NetProtex Inc.	\$ 625.00	IT Contracted Services
5/4/2020	15010	Nob Hill Catering Inc	\$ 19,356.22	Student Food
6/1/2020	15080	Nob Hill Catering Inc	\$ 25,401.15	Student Food
7/6/2020	15176	Nob Hill Catering Inc	\$ 35,274.78	Student Food

<b>Making Waves Academy</b>				
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5/11/2020	15038	North Coast Section CIF	\$ 977.00	School Supplies
5/18/2020	15058	Office Depot	\$ 383.00	Office Supplies
6/1/2020	15081	Office Depot	\$ 606.97	Office Supplies
6/22/2020	15133	Office Depot	\$ 759.92	Office Supplies
7/20/2020	15210	Office Depot	\$ 2,036.15	Office Supplies
6/1/2020	15082	Okta Inc.	\$ 11,269.97	IT Contracted Services
6/22/2020	15134	Okta Inc.	\$ 1,207.50	IT Contracted Services
5/18/2020	15059	Orkin Pest Control	\$ 745.00	Building Repairs/Maintenance
6/15/2020	15110	Orkin Pest Control	\$ 745.00	Building Repairs/Maintenance
7/13/2020	15193	Orkin Pest Control	\$ 745.00	Building Repairs/Maintenance
6/1/2020	15083	Pacheco's Cleaning Service	\$ 7,300.00	Janitorial Services
6/22/2020	15135	Pacheco's Cleaning Service	\$ 7,300.00	Janitorial Services
7/27/2020	15227	Pacheco's Cleaning Service	\$ 7,300.00	Janitorial Services
5/11/2020	15039	Palumbo, Dominick	\$ 2,300.00	Coach Payment
5/4/2020	15011	PG & E - 0911653377-0	\$ 2,186.66	Utility
6/1/2020	15084	PG & E - 0911653377-0	\$ 2,861.12	Utility
6/29/2020	15152	PG & E - 0911653377-0	\$ 5,207.21	Utility
5/4/2020	15012	PG & E - 1229161920-8	\$ 979.41	Utility
6/1/2020	15085	PG & E - 1229161920-8	\$ 985.02	Utility
6/29/2020	15153	PG & E - 1229161920-8	\$ 1,346.91	Utility
7/27/2020	15228	PG & E - 1229161920-8	\$ 4,754.15	Utility
5/4/2020	15013	PG & E - 2538827590-8	\$ 5,714.86	Utility
6/1/2020	15086	PG & E - 2538827590-8	\$ 1,710.82	Utility
6/29/2020	15154	PG & E - 2538827590-8	\$ 1,394.94	Utility
7/27/2020	15229	PG & E - 2538827590-8	\$ 1,838.11	Utility
5/4/2020	15014	PG & E - 5344744823-3	\$ 1,887.12	Utility
6/1/2020	15087	PG & E - 5344744823-3	\$ 1,050.67	Utility
6/29/2020	15155	PG & E - 5344744823-3	\$ 829.39	Utility
5/4/2020	15015	PG & E - 6293019192-9	\$ 5,423.73	Utility

<b>Making Waves Academy</b>				
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6/1/2020	15088	PG & E - 6293019192-9	\$ 3,612.44	Utility
6/29/2020	15156	PG & E - 6293019192-9	\$ 4,666.82	Utility
5/4/2020	15016	Pitney Bowes Inc	\$ 109.25	Equipment Leases and Rentals
5/4/2020	15017	Planned Parenthood Northern California	\$ 1,080.00	Contracted Services
5/11/2020	15040	PLIC - SBD GRAND ISLAND	\$ 18,877.18	Health Insurance
6/1/2020	15089	PLIC - SBD GRAND ISLAND	\$ 17,370.52	Health Insurance
6/15/2020	15111	PLIC - SBD GRAND ISLAND	\$ 1,374.52	Health Insurance
7/13/2020	15194	PLIC - SBD GRAND ISLAND	\$ 17,444.48	Health Insurance
7/1/2020	15157	PowerSchool Group LLC	\$ 16,141.45	Student Information & Assessment
7/20/2020	15211	PSAT 8/9	\$ 2,692.00	College Examination Fee
7/20/2020	15212	PSAT/NMSQT	\$ 2,157.00	College Examination Fee
5/4/2020	15018	Purchase Power - Pitney Bowes	\$ 651.49	Postage
5/26/2020	15070	Purchase Power - Pitney Bowes	\$ 51.49	Postage
7/6/2020	15177	Quadient Leasing USA, Inc	\$ 970.22	Copier Lease
5/4/2020	15019	Ramirez, Mitsy	\$ 2,000.00	Coach Payment
5/26/2020	15071	ReadyRefresh by Nestle	\$ 27.28	Drinking Water Supplies
7/20/2020	15213	Renaissance Learning, Inc.	\$ 24,867.00	IT Contracted Services
6/8/2020	15102	Republic Services #851	\$ 1,757.67	Waste Management
7/6/2020	15178	Republic Services #851	\$ 1,634.86	Waste Management
5/11/2020	15041	RTF Edu Enterprises, Inc.	\$ 21,779.08	Interventionist
6/8/2020	15103	RTF Edu Enterprises, Inc.	\$ 21,779.08	Interventionist
7/20/2020	15214	RTF Edu Enterprises, Inc.	\$ 18,130.50	Interventionist
7/13/2020	15195	Saavedra, Jorge	\$ 3,800.00	Psychologist
6/22/2020	15136	Sacramento County Office of Education	\$ 440.00	National History Day Registration Fee
6/29/2020	15158	School Food and Wellness Group LLC	\$ 3,000.00	Contract Services
6/29/2020	15159	SchoolMint Inc	\$ 10,164.72	IT Contracted Services
6/22/2020	Inv-IITSM103050	SOLARWINDS ITSM US, INC.	\$ 16,488.00	IT Contracted Services
5/26/2020	15072	Standard Insurance Company	\$ 229.22	Health Insurance
7/1/2020	15160	Standard Insurance Company	\$ 458.44	Health Insurance



<b>Making Waves Academy</b>				
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<b>May 2020 - July 2020</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
5/11/2020	15042	Sterling	\$ 765.00	Background Check
6/8/2020	15104	Sterling	\$ 40.00	Background Check
7/13/2020	15196	Sterling	\$ 290.00	Background Check
5/4/2020	15020	Stewart, Kendell	\$ 2,000.00	Coach Payment
6/15/2020	15112	STS Education	\$ 60,044.15	IT Supplies
6/29/2020	15161	STS Education	\$ 3,784.64	IT Supplies
5/11/2020	15043	Susan Tamayo-Toler	\$ 1,685.99	Office Supplies
7/27/2020	15230	The Achievement Network	\$ 31,300.00	IT Contracted Services
7/20/2020	15216	The College Board	\$ 15,030.00	Springboard Digital Learning
5/26/2020	15073	The HR Manager LLC	\$ 825.00	Contracted Services
6/29/2020	15162	The HR Manager LLC	\$ 1,773.75	Contracted Services
7/20/2020	15217	The HR Manager LLC	\$ 371.25	Contracted Services
5/18/2020	15060	The Office City	\$ 1,179.90	Supplies
7/6/2020	15179	The Office City	\$ 2,515.86	Supplies
5/4/2020	15021	The Speech Pathology Group	\$ 436.50	SPED Service
7/6/2020	15180	The Speech Pathology Group	\$ 194.00	SPED Service
7/20/2020	15215	T-Mobile	\$ 1,572.34	Telephone
7/1/2020	15163	Trebron Company Inc.	\$ 7,230.52	IT Contracted Services
7/27/2020	15231	Trojan Systems, Inc.	\$ 1,450.00	Fire Alarm System Monitoring
7/20/2020	15218	United Site Services	\$ 645.28	Facility Rental Fee
5/11/2020	15044	Verizon Wireless	\$ 4,358.78	Telephone
6/22/2020	15137	Verizon Wireless	\$ 1,919.38	Telephone
7/13/2020	15197	Verizon Wireless	\$ 3,197.21	Telephone
5/18/2020	15061	Vision Service Plan	\$ 1,568.82	Health Insurance
6/15/2020	15113	Vision Service Plan	\$ 3,199.90	Health Insurance
7/20/2020	15219	Vision Service Plan	\$ 1,534.68	Health Insurance
6/8/2020	15105	Wendel Rosen LLP	\$ 4,049.50	Legal Fees
7/20/2020	15220	Wendel Rosen LLP	\$ 399.50	Legal Fees
5/4/2020	15022	Wright, Daniel	\$ 3,100.00	Coach Payment

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>May 2020 - July 2020</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
5/4/2020	15023	Zamora, Vicente	\$ 1,500.00	Contracted Services
7/13/2020	15198	Zoom Video Communications Inc.	\$ 4,999.00	IT Contracted Services
		<b>May 2020 - July 2020</b>	<b>\$ 2,487,125.19</b>	
		<b>May 2019 - July 2019</b>	<b>\$ 2,292,550.14</b>	

# Coversheet

## CircleUp Ed Renewal

**Section:** V. Consent Action Items

**Item:** A. CircleUp Ed Renewal

**Purpose:** Vote

**Submitted by:** Alton B. Nelson Jr.

**Related Material:**

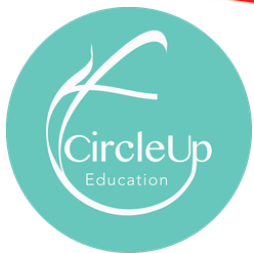
Service Agreement - Making Waves Academy - DEI Training & Consulting 2020-2021.pdf

**BACKGROUND:**

Continues our work with Circle Up in supporting the DEI Advisory Committee's work, particularly in supporting not only the work of the DEI Advisory Committee but also the newly formed DEI Working Groups.

**RECOMMENDATION:**

Approve this support that is essential in supporting the work of our committee, leadership, faculty, and staff who have agreed to take on leading this important work at MWA.



# Service Agreement

Making Waves Academy - DEI Training & Consulting 2020-2021

**Prepared For**  
Alton Nelson  
Making Waves Academy  
anelson@mwacademy.org

**Prepared By**  
Tiffany Hoang  
CircleUp Education  
tiffany@circleuped.org  
510-470-9250  
[www.circleuped.org](http://www.circleuped.org)

# Service Agreement

This Service Agreement (“Agreement”) is made effective by and between

Making Waves Academy with offices located at 4123 Lakeside Dr, Richmond, CA 94806 (“Customer”) and CircleUp Education (“Contractor”) with offices located at 6731 Skyview Drive, Oakland CA 94605.

## 1. DESCRIPTION OF SERVICES.

On or about 08/28/2020, Contractor will begin providing the training and consulting services set forth in Attachment A, attached hereto and incorporated herein (collectively, the “Services”). Services are subject to change. Services described as “Online Class” or “Online Training” in this Agreement will be delivered virtually using Google Hangouts, Google Meet, Webex Meetings, Webex Training, Zoom Meetings, Zoom Webinars, (or comparable) conference tools. “Online Class” and “Online Training” means the delivery by Contractor of an online course pursuant to which Customer learns course materials remotely and/or virtually.

Contractor shall use its reasonable endeavors to achieve any estimates regarding any timescales or any results projected in connection with the Service. Any such estimates are targets only and are dependent upon the accuracy and completeness of the information supplied to Contractor by the Customer and third parties, the degree of assistance given by the Customer and the manner in which any results of the Service are used. Accordingly, the Customer acknowledges and agrees that: (a) the Service may not be completed within the expected timescales or achieve the projected results; (b) Contractor’s obligations relating to the Services are conditioned and dependent upon Customer’s timely fulfillment of its responsibilities as set forth in this Agreement; and (c) Customer’s failure to timely fulfill its responsibilities may result in additional fees and that any resulting delay in the Services or timelines shall not be attributable to Contractor. Any changes will be set forth in a Change Order in accordance with the procedure outlined in Section 3 below.

Customer acknowledges and agrees that the success of the Services and the provision of Services and deliverables are fully dependent upon Customer’s timely participation and cooperation. The following assumptions are based on information provided by Customer to Contractor relating to the Services scope and Customer’s current business processes as of the

Effective Date of this Agreement. These assumptions have been used to compute the estimated level of effort and cost. Deviations from these assumptions are expected to lead to commensurate changes in the timeline and fees, such changes to be set forth in a Change Order in accordance with the procedure outlined in Section 3 below.

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

## **2. CUSTOMER'S RESPONSIBILITIES AND CONSENT OF RECORDINGS.**

### **2.1 Customer's Responsibilities.**

- Customer may not allow anyone else to access the Online Class or Training Materials.
- Customer is responsible for providing the complete and correct definition and documentation of the business processes within scope for this engagement and implementing all business process changes required to support the engagement.
- Customer will provide appropriate work areas, including Internet access, for Contractor consultants when they are onsite.
- Customer will provide the required resources and ensure active participation. This will include, without limitation, an executive decision-maker, product / process owner(s), project leadership and management, subject matter experts and technical resources.
- Customer will facilitate scheduling and organization of workshops.
- Customer will actively participate in all workshops with process leaders, key stakeholders, engagement leadership, technical experts to define and agree on a standard process design for the Services.
- Customer will clearly describe required scope of services.
- Customer shall at all times, on reasonable request by Contractor, provide Customer information to the extent required by Contractor to perform the Services; and shall respond to other reasonable requests and decisions required of the Customer for the effective performance of the Services.
- Customer shall procure, install, host, test, deploy, monitor and maintain all associated hardware, software, remote meeting tools, high-speed internet, and copyrighted materials, including patches or upgrades required to enable provisioning of the Services remotely or virtually.

### **2.2 Consent of Recordings.**

Customer (i) consents to the recording and/or monitoring of the Online Class in connection with this Agreement; (ii) agrees to obtain any necessary consent of and give notice of such recording to such third party, employee and/or contractor that is also using the Service and/or participating in the Online Class; and (iii) agrees that recordings may be submitted in evidence in any proceedings relating to this Agreement. Customer continued participation in the Online Class and/or Service shall constitute consent by Customer to the recording and/monitoring of the Online Class and/or Service. Customer acknowledges and agrees that it may not record the Content, Online Class or Service.

### **3. CHANGE REQUEST PROCESS/CHANGE ORDERS.**

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

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

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

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

(i) any alteration or addition to the Service;



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

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

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

#### **4. SCHEDULING POLICY.**

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

#### **5. PAYMENT.**

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

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



All payments required by this Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, value-added taxes (“VAT”), goods and services taxes (“GST”), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, “Taxes”). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Services. If Customer is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Customer shall provide a certificate upon execution of this Agreement and, after receipt of valid evidence of exemption, Contractor shall not charge Customer any Taxes from which it is exempt. If Contractor is required to invoice or collect Taxes associated with Customer’s purchase of, payment for, access to or use of the Services, Contractor will issue an invoice to Customer including the amount of those Taxes, itemized where required by law.

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

## **6. TERM AND TERMINATION.**

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

## **7. EFFECT OF TERMINATION.**

Upon termination of this Agreement for any reason: (i) Contractor will immediately cease performing Services under this Agreement; and (ii) all obligations of the parties shall terminate except that Sections 2, 5, 6, 7, 8, 9 , 10.2, 11-22 will survive. Termination of this Agreement by

a party will not act as a waiver of any breach of this Agreement and will not act as a release of liability under this Agreement.

## 8. INTELLECTUAL PROPERTY.

**8.1 Contractor Intellectual Property.** As between Contractor and Customer, all rights, title, and interest in and to all intellectual property rights in Contractor IPR is owned exclusively by Contractor notwithstanding any other provision in this Agreement. Except as expressly provided in this Agreement, Contractor reserves all rights in Contractor IPR and does not grant Customer any rights, express or implied or by estoppel.

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

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

*"Training Materials"* means the information provided by Contractor to accompany a course provided as part of the Services in hard copy or electronic form.

**8.2 Restrictions.** Customer shall not (and shall not permit others to) do the following with respect to the Contractor IPR: (i) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of it available for access by third parties except as otherwise expressly provided in this Agreement; (ii) access it for the purpose of developing or operating products or services intended to be offered to third parties in competition with

Contractor; (iii) disassemble, reverse engineer or decompile it; (iv) copy, create derivative works based on or otherwise modify it except as permitted in this Agreement; (v) remove or modify a copyright or other proprietary rights notice in it; (vi) use it to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner. Unless otherwise specified, copying or modifying any Content, Training Materials or using Content for any purpose other than Customer's personal, internal business use of the Service, including use of any such Content on any other website or networked computer environment, is strictly prohibited. All rights not expressly granted by Contractor in this Agreement are reserved.

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

## **9. CONFIDENTIALITY.**

**9.1 Confidentiality Obligations.** The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such employees and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 9 shall remain in effect during the term and three (3) years after termination of this Agreement. The receiving party shall, at the disclosing party's request or upon termination of this Agreement, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at the disclosing party's option, certify destruction of the same.

**9.2 Required Disclosures.** A party may disclose the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the receiving party: (a) promptly notifies the disclosing party of such requirement

as far in advance as possible to the extent advanced notice is lawful; and (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.

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

## **10. WARRANTY.**

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

Without limiting the foregoing, Contractor makes no warranties or representations that the provision of any content online, or the Services will always be available or be uninterrupted, timely or error free, that defects will be corrected or that such content is secure or free from bugs, viruses, errors and omissions, that the Services will meet Customer's personal or professional needs.

**10.2** THIS SECTION SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND CONTRACTOR'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER AND ANY ACCOMPANYING DELIVERABLE ARE PROVIDED "AS-IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT ALLOWED BY LAW, CONTRACTOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR

COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CONTRACTOR SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES AND ANY ACCOMPANYING DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR.

## **11. LIMITATIONS OF LIABILITY.**

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

**11.2 Exclusion of Damages.** TO THE EXTENT PERMITTED BY LAW, NEITHER CONTRACTOR NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS AND (3) BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS SET FORTH IN SECTION 9.

## **12. FORCE MAJEURE.**

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

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

#### **14. RELATIONSHIP OF THE PARTIES.**

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

#### **15. ENTIRE AGREEMENT.**

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

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

#### **16. SEVERABILITY.**

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

#### **17. AMENDMENT.**

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

#### **18. GOVERNING LAW.**

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

#### **19. NOTICE.**



Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email with confirmation of receipt. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as subsequently updated in writing

**20. WAIVER OF CONTRACTUAL RIGHT.**

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

**21. ASSIGNMENT.**

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

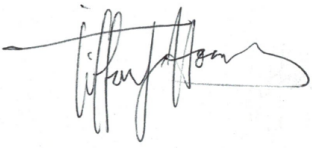
**22. CONSTRUCTION AND INTERPRETATION.**

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

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

Making Waves Academy	CircleUp Education



Individual Signing:	Tiffany Hoang
	
	Co-founder
	08/28/2020

## Billing & Invoicing Information

**If Yes, we will use this information:**

Alton  
Nelson  
anelson@mwacademy.org  
Making Waves Academy  
4123 Lakeside Dr,  
Richmond, CA 94806

**If NO, Please confirm billing information:**

## **Special Billing Instructions**

# Attachment A

Click the links in the pricing table for more details.

Name	Price	QTY	Subtotal
<b>Infrastructure &amp; Capacity Building Services</b>			
<p><b>DEI Policy &amp; System Review Coaching</b></p> <p>The DEI Policy &amp; Systems Review Coaching and Consulting Service provides you with expert review and technical support to ensure that policies, practices, and systems are equitable, free of discrimination and effectively interrupting oppression.</p> <p><a href="#">CLICK HERE FOR MORE DETAILS</a></p> <p><b>Logistics</b></p> <ul style="list-style-type: none"> <li>• 50-minute long session</li> <li>• 2 sessions per month (August - June)</li> <li>• These will be held as small group sessions with DEI Working Group leaders</li> </ul> <p><b>Customizations</b></p> <ul style="list-style-type: none"> <li>• These coaching session will be planned at the beginning and end of each month</li> <li>• The goal of each session will be to build the capacity of the DEI Working Group leaders while developing infrastructure for the sustainability of DEI operations at MWA</li> <li>• Working Group Leaders will be expected to facilitate monthly meetings and work with their groups to develop team cohesion, identify challenges related to DEI specific to their area of focus, and implement solutions based on the needs uncovered</li> </ul>	<p><b>\$495.00</b></p>	<p><b>22</b></p>	<p><b>\$10,890.00</b></p>

<b>Staff Professional Development Services (Live, Online Trainings)</b>			
<p><b>Relationship Inclusion Strategies Training</b></p> <p>Participants learn how to facilitate relationship building and inclusion tools to help dispel assumptions about people’s identities and feelings, deepen relationships between people in meetings, help people articulate and express the complexity of their feelings, and create meeting/team/conversation agreements that identify and address needs and concerns.</p> <p><b>Logistics</b></p> <ul style="list-style-type: none"> <li>• 2-2.5 hours long</li> <li>• A maximum of 35-40 participants</li> <li>• Recommended for the beginning of the year</li> </ul> <p><b>Customizations</b></p> <ul style="list-style-type: none"> <li>• This service will be tailored for faculty and staff and tailored around the topic of Social Emotional Learning</li> <li>• Staff will learn how to facilitate these practices online with their students in Zoom</li> <li>• This training will be combined with the Relationship Building CUE Cards listed below.</li> </ul>	\$2,900.00	2	\$5,800.00
<p><b>Relationship Building CUE Cards™</b></p> <p>The Relationship Building Cue Cards™ are a must-have tool for anyone who wants a simple way to build relationships with people in your workplace or classroom. These 52 check-ins and check'out's are designed to be used on a regular basis to support inclusive workplace and classroom culture. They are extremely portable and fit perfectly into a purse, briefcase, or backpack. Every Relationship Building Cue Card™ includes either a sentence starter or tips to help guide the process.</p> <p><a href="#"><b><u>CLICK HERE FOR MORE DETAILS</u></b></a></p>	\$9.99	80	\$799.20
<p><b>DEI Staff Discussion Meeting</b></p> <p>The DEI Staff Discussion Meeting is a structured conversation designed to create a safer and courageous space for staff to discuss the impact that racism, oppression, implicit bias, discrimination, and inequities have on their work and the people they support or manage. This service is customized to reflect local and national events.</p> <p><a href="#"><b><u>CLICK HERE FOR MORE DETAILS</u></b></a></p> <p><b>Logistics</b></p> <ul style="list-style-type: none"> <li>• 1.5-2 hours long</li> <li>• A maximum of 100 participants</li> </ul> <p><b>Customizations</b></p>	\$2,800.00	2	\$5,600.00

<ul style="list-style-type: none"> <li>This service will be customized to include topics related to:             <ul style="list-style-type: none"> <li>The upcoming 2020 Presidential Election,</li> <li>Processing trauma/ reflections related to Covid-19, Distance Learning and the Black Lives Matter Movement.</li> </ul> </li> <li>This service will be tailored for faculty and staff</li> </ul>			
<p><b>The Diversity Uncovered™ Online</b></p> <p>An awareness-building training to uncover conscious and unconscious discrimination and learn tools to interrupt stereotypes, microaggressions, and implicit bias.</p> <p><a href="#"><b>CLICK HERE FOR MORE DETAILS</b></a></p> <p><u>Logistics</u></p> <ul style="list-style-type: none"> <li>3 hours long</li> <li>A maximum of 35-40 participants</li> </ul> <p><b>Customizations</b></p> <ul style="list-style-type: none"> <li>This service will be customized to include topics related to race, gender, sexual orientation and other impacted social identities identified at MWA</li> <li>This service will be tailored for staff and faculty</li> </ul>	<p><b>\$3,600.00</b></p>	<p><b>2</b></p>	<p><b>\$7,200.00</b></p>
<p><b>The Conscious Conversations™ Training</b></p> <p>A skill-building training that teaches an effective and proven technique to interrupt unconscious and unintentional discrimination by learning to call people in versus calling them out in the workplace.</p> <p><a href="#"><b>CLICK HERE FOR MORE DETAILS</b></a></p> <p><u>Logistics</u></p> <ul style="list-style-type: none"> <li>2.5 hours</li> <li>Maximum 35-40 participants</li> </ul> <p><b>Customizations</b></p> <ul style="list-style-type: none"> <li>This training will be customized to include topics or address challenged related to unconscious bias and discrimination related to race, gender, sexual orientation and other social identities relevant to MWA staff</li> </ul>	<p><b>\$2,900.00</b></p>	<p><b>2</b></p>	<p><b>\$5,800.00</b></p>
<p><b>Workplace Bias &amp; Discrimination Survey</b></p> <p>The workplace Bias &amp; Discrimination Survey is an assessment tool used to identify relationship, bias, discrimination, and conflict management issues that exist within your organization and coaching support to identify targeted solutions.</p> <p><a href="#"><b>CLICK HERE FOR MORE DETAILS</b></a></p> <p><u>Logistics</u></p> <ul style="list-style-type: none"> <li>Takes 10-15 minutes to complete</li> </ul>	<p><b>\$1,100.00</b></p>	<p><b>1</b></p>	<p><b>\$1,100.00</b></p>

<ul style="list-style-type: none"> <li>We may create separate surveys for different departments, regions, or classifications of staff</li> <li>The survey is confidential and we administer it to maintain confidentiality</li> <li>We will help create flyers and reminder email text to support the implementation of the survey</li> </ul> <p><b>Customizations</b></p> <ul style="list-style-type: none"> <li>We will use the same customized survey questions to gather comparison data between 2019-2020 and 2020-2021</li> </ul>			
<b>DEI Book Club</b>			
<p><b>Book Club Facilitators Training (Part 1) - Building Real Talk Agreements</b></p> <p>The Building Real Talk Agreements Training provides your team with the tools and skills needed to create agreements and explore needs to have deeper conversations about workplace racism.</p> <p><a href="#">CLICK HERE FOR MORE DETAILS</a></p> <p><u>Logistics</u></p> <ul style="list-style-type: none"> <li>3 hours</li> <li>Maximum 15 participants</li> </ul> <p><u>Customizations</u></p> <ul style="list-style-type: none"> <li>This training will be customized to train book club facilitators on how to guide their members to create real talk agreements to engage in future book club discussions on topics related to race, privilege, identity and education.</li> </ul>	<p><b>\$3,200.00</b></p>	<p><b>1</b></p>	<p><b>\$3,200.00</b></p>
<p><b>Book Club Facilitators Training (Part 2) - Guiding Discrimination Discussion</b></p> <p>The Guiding Discrimination Discussions Training provides all of the necessary training and support tools to design and guide discussion meetings about the impact that racism, oppression, implicit bias, discrimination, and inequities have on staff work relationships, policies, procedures, and personal life.</p> <p><a href="#">CLICK HERE FOR MORE DETAILS</a></p> <p><u>Logistics</u></p> <ul style="list-style-type: none"> <li>3 hours</li> <li>Maximum 15 participants</li> </ul> <p><u>Customizations</u></p> <ul style="list-style-type: none"> <li>This training will be customized to include best practices on how to design and guide book club discussions that include sensitive topics related to race, privilege, identity and education.</li> </ul>	<p><b>\$3,200.00</b></p>	<p><b>1</b></p>	<p><b>\$3,200.00</b></p>

Subtotal      **\$43,589.20**

**Total      \$43,589.20**

## Summary Of Next Steps

All of the proposed support steps are included in the proposed cost above.

1. **Negotiate Services & Costs**
2. **Sign Service Agreement**
3. **Finalize Logistics & Preparation of Services**
4. **Customize Your Services**
5. **Begin Implementing Your Services**
6. **Evaluate Services and Discuss Next Steps**

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## Some Of Our Satisfied Clients



Jefferson Elementary School District

Jefferson Elementary School District



Jefferson Union High School District



Fremont Unified School District



Gilroy Unified School District



Hayward Unified School District



Milpitas Unified School District



Pacifica School District



Language Academy of Sacramento



Oakland Unified School District



San Jose Unified School District



San Mateo County Office of Education



Tamalpais Union High School District



Bayshore Elementary School District



Aspire Public Schools



Making Waves Academy



West Valley-Mission Community College District



University of California, Davis



University of California, Berkeley



University of California San Francisco



University of California San Francisco



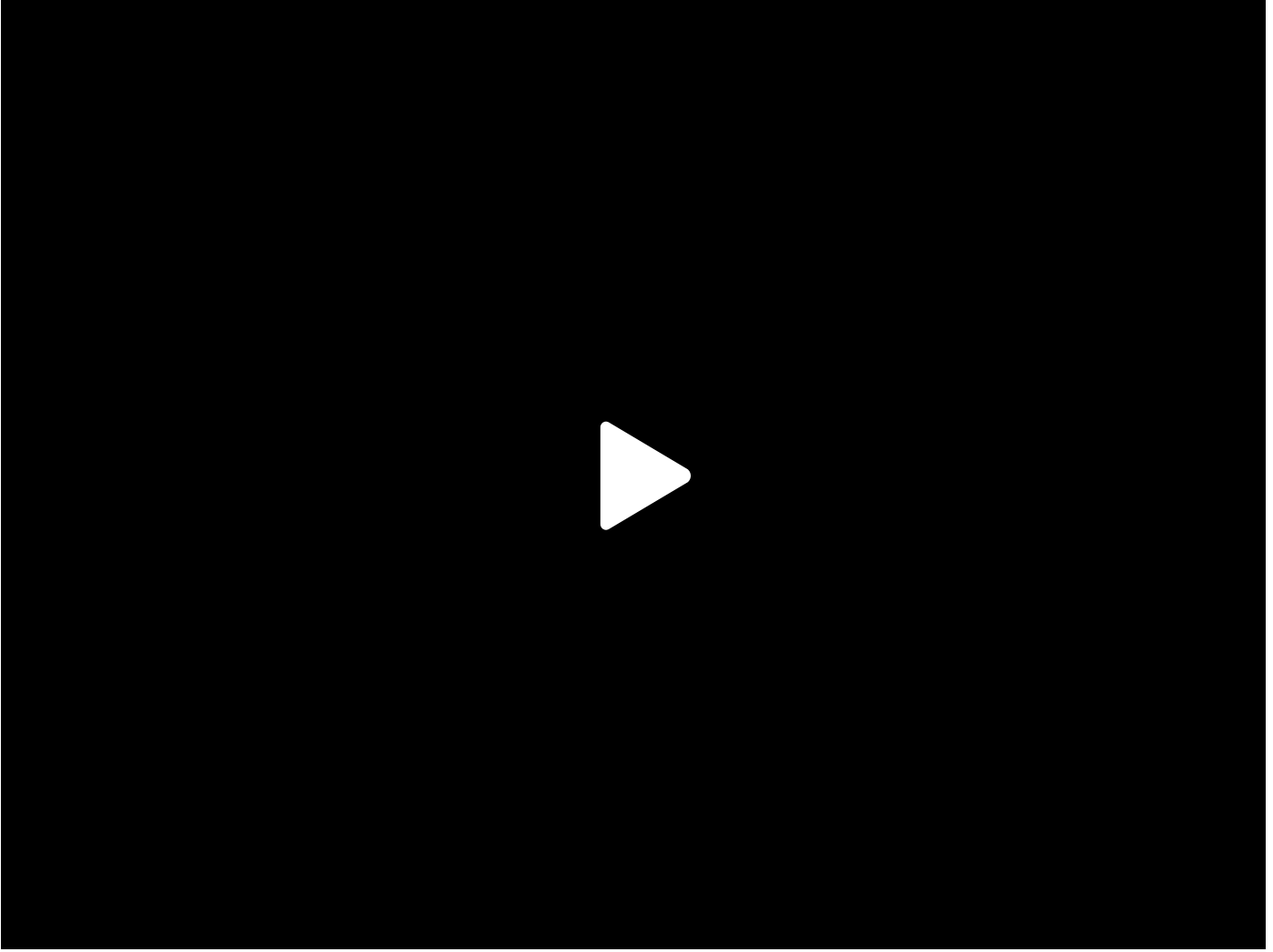


Our Mission is to cultivate **HAPPY, THRIVING, and STRESS-FREE** schools, cities and organizations through designing and facilitating custom tailored training and consulting solutions on Conflict Resolution, Diversity and Equity, Restorative Practices and Professional Development.

## Learn More About Us!



## Black Lives Matter @ CircleUp Education



# Coversheet

## Microsoft License Renewal

**Section:** V. Consent Action Items  
**Item:** B. Microsoft License Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** Microsoft Ed Subscription Renewal 2021.pdf

**BACKGROUND:**

This invoice is for the renewal of the Microsoft agreement for operating system software, office productivity suite software, and cloud services education volume licenses.

**RECOMMENDATION:**

Please approve the attached CDW-G quote with a fiscal impact of \$11,125.00.



# QUOTE CONFIRMATION

**DEAR DAMON EDWARDS,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LNTZ176	8/4/2020	MS RNW	12272277	<b>\$11,125.00</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Microsoft Desktop Education w/Enterprise CAL - license &amp; software assurance</a> Mfg. Part#: 2UJ-00007 UNSPSC: 43233004 Electronic distribution - NO MEDIA Contract: MARKET	165	2320201	\$67.00	\$11,055.00
<a href="#">Microsoft Azure Active Directory Basic - subscription license ( 12 month )</a> Mfg. Part#: GP3-00009 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: MARKET	165	3634214	\$0.00	\$0.00
<a href="#">Microsoft Azure Active Directory Basic - subscription license ( 12 month )</a> Mfg. Part#: GP3-00008 UNSPSC: 43232901 Electronic distribution - NO MEDIA Contract: MARKET	1165	3634213	\$0.00	\$0.00
<a href="#">Microsoft Exchange Server Standard Edition - license &amp; software assurance -</a> Mfg. Part#: 312-04097 UNSPSC: 43232915 Electronic distribution - NO MEDIA Contract: Standard Pricing	1	2320240	\$70.00	\$70.00

PURCHASER BILLING INFO	SUBTOTAL	\$11,125.00
<b>Billing Address:</b> MAKING WAVES ACADEMY ACCTS PAYABLE 4123 LAKESIDE DR RICHMOND, CA 94806-1942 <b>Phone:</b> (510) 262-1511 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$11,125.00</b>
	<b>DELIVER TO</b> <b>Shipping Address:</b> MAKING WAVES ACADEMY DAMON EDWARDS 4123 LAKESIDE DR RICHMOND, CA 94806-1942 <b>Phone:</b> (510) 262-1511 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION	
<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Austin Romero

(877) 283-5780

austrom@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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# Coversheet

## Newsela Renewal

**Section:** V. Consent Action Items  
**Item:** C. Newsela Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** Making Waves Academy - Newsela 2021 Contract.pdf

### BACKGROUND:

Newsela is a web based platform that includes a data base of current events stories tailor-made for classroom use. Indexed by broad theme (e.g. War and Peace, Arts, Science, Health, Law, Money), stories are both student-friendly and can be accessed in different formats by reading level.

### RECOMMENDATION:

Please approve the attached Newsela proposal with a fiscal impact of \$6,825.00



620 8th Avenue, 21st Floor  
 New York, NY 10018  
 United States of America

# Customer Agreement

**Billing Information:**

Billing Frequency:  
 Payment Terms: Net 30  
 Billing Schedule: Upon Specific date

**Customer Agreement No. Q-27191**

**Newsela Sales Rep:** Samantha Smith

**Contact Email:** samantha.smith@newsela.com

**Offer Date:** August 25, 2020

**Expiration Date:** September 12, 2020

**To:**

Damon Edwards  
 Making Waves Academy - Network  
 4123 Lakeside Drive  
 Richmond, CA 94806

Qty	Products/Services	License Dates	Line Total
1	Newsela Essentials	09/13/20 - 09/12/21	\$6,825.00
<b>Contract Total</b>			<b>\$6,825.00</b>

The subscription for the Products/Services will commence as of the “Subscription Start Date” and continue through the “Subscription End Date” (a “Contract Term”). The Subscription Start Date for this Customer Agreement will be the later of (a) the Target Start Date set forth above, (b) the date on which this Customer Agreement has been executed by the Customer (the “Execution Date”) or (c) the invoice date within the “Billing Information” section above. The Subscription End Date for this Customer Agreement will be that date which is the length of the Term after the Subscription Start Date.

Failure of the Customer to make use of the Products/Services during the Contract Term will not extend Newsela’s obligation to deliver those Products/Services beyond the Subscription End Date of that Contract Term.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a ‘Renewal Term’), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela’s discretion if payment is not received by Newsela in accordance with the Payment Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.



This Customer Agreement is subject to Newsela’s Terms of Use and Privacy Policy.

**Terms of Use:** As attached hereto in Exhibit A

**Privacy Policy:** <https://newsela.com/pages/privacy-policy/>

This Customer Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

*Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to [salestax@newsela.com](mailto:salestax@newsela.com).*

Notes:

Start Date: 9/13/2020

End Date: 9/12/2020

**Purchase Order Information**

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer and Newsela has the right to rely on that authorization.

Authorized Signature:	Date of Signature:
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**Appendix**

School	Products/Services	License Dates
MAKING WAVES ACADEMY	Newsela Essentials	09/13/20 - 09/12/21

# Newsela Terms of Use

Newsela — Terms of Use for Making Waves Academy ONLY 2020-2021

PLEASE READ THIS TERMS OF USE AGREEMENT (THE “TERMS”) CAREFULLY. BY ACCESSING OR USING WWW.NEWSLA.COM (THE “WEBSITE”), THE NEWSLA MOBILE APPLICATION (“APP”) OR ANY OTHER WEBSITES OR APPLICATIONS OF NEWSLA, INC. (“NEWSLA” “WE” OR “US”) THAT LINK TO THESE TERMS, OR ANY OF THE SERVICES PROVIDED OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE OR APP (COLLECTIVELY, THE “SERVICES”) YOU (“YOU” OR “USER”) REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS.

## 1. General.

1.1. Acceptance; Authority. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Website or App, you agree to these Terms. If you do not agree, or do not have all requisite authority and consent to be bound by the Terms (as further described below), you may not access or use the Website, App or Services in any way.

1.2. Types of Users. The Services are available to several different types of Users, who will have different types of accounts with different tools, functionalities and restrictions. For example, the Services may be accessed by educators and instructors (collectively, “Teachers”) teaching a class (“Class”) in which the Services are a part of the curriculum, the students enrolled in such classes (“Students”) or by individuals working within an educational institution, such as a school or school district (collectively “Schools”) who will use the Services to monitor the progress of Students across several Classes.

1.3. Additional Terms. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms by this reference.

1.4. Eligibility. By registering for or using the Services in any way, you represent and warrant that you meet all eligibility criteria set forth in these Terms, including all age and authorization requirements listed below. We may, in our sole discretion, refuse to offer the Services to any person or entity and change the eligibility criteria at any time. You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

1.5. Modifications. Please regularly check the Website or App, as applicable, to view the then-current Terms. When changes are made, Newsela will make a new copy of the Terms available on the Website and/or through the App, as applicable, and we will update the “Last Updated” date at the top of the Terms. If we make any changes to the way Student Data is collected, used or shared by the Services, we will also send an e-mail to the applicable account holder using the contact information we have on file with additional information regarding the collection of such data and available options regarding data collection and use, before the data is used in any manner inconsistent with the terms initially provided to Users. For other changes, the Terms are subject to change by Newsela in its sole discretion at any time. If you do not agree to any change(s) after receiving a notice of such change(s), please stop using the Website and/or the Services and please contact us to have your account deleted. Otherwise, your continued use of the Website, App and/or Services constitutes your acceptance of such change(s). Any changes to the Terms will be effective immediately for new Users of the Services.

1.6. ARBITRATION. THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. MORE INFORMATION ABOUT ARBITRATION IS INCLUDED BELOW.

## **2. Services.**

2.1 Use of the Services. The Website, App and Services, and the information, data and content made available on the Website, App or Services (“Content”) are protected by copyright and other intellectual property and proprietary rights laws throughout the world. Subject to the Terms, Newsela grants you a limited license to access, view, download, print or reproduce certain portions of the Services, as designated by Newsela, for the sole purpose of using the Services for your (or your Students’ or School’s) educational, non-commercial purposes.

2.2. Restrictions. The rights granted to you in the Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Website, App or Services; (b) you shall not use framing techniques to enclose any trademark or logo on the Website, App or Services; (c) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Website, App or Services except to the extent the foregoing restrictions are expressly prohibited by applicable statutory law; (d) you shall not use any manual or automated software, devices, or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools, or the like) to “scrape” or download data from any web pages contained in the Website, App or Services; (e) except as expressly stated herein, no part of the Website, App or Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, provided that you may reproduce or print certain Content made available through the Website, App or Services, as designated by Newsela, on behalf of your Students who have existing Accounts; and (f) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Website, App or Services. Any future release, update or other addition to the Website, App or Services shall be subject to the Terms. Newsela, its licensors, suppliers and service providers

reserve all rights not granted in the Terms. Any unauthorized use of the Website, App or Services terminates the licenses granted by Newsela pursuant to the Terms.

### **3. Registration.**

In order to access certain features of the Services, you must have a registered account for the Services (“Account”). Accounts are categorized as “Student,” “Learner,” “Teacher” and “Administrator.”

3.1. Eligibility. If you are under age 18, you may only register for and use the Services under the supervision of an adult, in which case the adult shall be deemed the User and shall be responsible for any and all activities.

3.2. Registration Data. In registering for the Services, you (a) agree to provide all necessary information about yourself and your School (“Registration Data”); (b) represent and warrant that all Registration Data is true, current, and complete; and (c) agree to maintain and promptly update the Registration Data to keep it true, current, and complete.

3.3. Responsibility. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to notify Newsela immediately of any unauthorized use of your password or any other breach of security. You agree not to create or access an Account using a false identity or any false or inaccurate information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Services if you have been previously removed by Newsela, or if you have been previously banned from any of the Services.

3.4. Accounts for Educational Institutions and Educators (Teachers and Administrators).

3.4.1. Teacher and Administrator Accounts. Currently, Newsela offers two different types of Accounts on the Services for educational professionals receiving the Services on behalf of a School: “Teacher” Accounts and “Administrator” Accounts. Authority to create either of these Account types shall be determined by the appropriate individual at a School.

3.4.2. Authority; Consent.

3.4.2.1. Individual Users. By accessing or using the Services in any way, you are representing that you have the authority and permission to enter into the Terms on your own behalf and to use the Services as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any Student with whom you use the Services.

3.4.2.2. Use By or on Behalf of an Entity. If you are using or accessing the Services on behalf of a School, in addition to being an eligible individual user (as set forth above), you must also have the authority and permission to enter into the Terms on behalf of the School and to use the Services on such School’s behalf as contemplated hereunder, including without limitation any consent necessary to use the Services in connection with any particular Students. In such cases, the term “you” as used herein shall also refer to such School. Your School also be responsible for

any activities, including any violation of the Terms, that occur under your Account and any Accounts created using your Account.

3.4.3. Changes in Eligibility. In the event that you are no longer (a) employed by your School (or another School through which you receive Services) or (b) otherwise authorized to view or use Student records, you (i) must notify Newsela immediately of such change and (ii) are not permitted to continue to view or use your Account.

3.4.4. Creating Student Accounts from an Educator Account. Using your Administrator or Teacher Account, you may create individual Student Accounts following the instructions on the Services or otherwise as directed by Newsela, as permitted by Newsela in its sole discretion. You may only create an Account for Students you have consent and authority for. By entering a Student's information into the Services, you represent and warrant that you have all necessary consent and authority, including from the Student's legal guardian, to create an Account on such Student's behalf. You can only give invite codes ("Class Codes") to those Students who meet all of the foregoing requirements and all other requirements specified by Newsela.

3.4.5. Students Under 13. If you use the Services with students under 13, you represent and warrant that (a) you are a Teacher, Parent or Administrator at a School and (b) if you are a Teacher or Administrator, that you have accurately identified such School in your Registration Data.

3.5. Accounts for Students and Learners.

3.5.1. Student Accounts. "Student" Accounts are for use by Students with Account Class Codes, who are receiving the Services through a specific School in connection with a Class taught by a Teacher. To create a Student Account, a Student must be provided with a Class Code by a Teacher, Parent or Administrator.

3.5.2. Learner Accounts. "Learner" Accounts are for Students without Class Codes who register for Accounts on the Newsela Website at [<https://www.newsela.com/signup>]. By registering for a Learner Account, you represent and warrant that you are at least 13 years of age. If you are under age 13, you may not register for a Learner Account and can only use the Services if a Teacher, Parent or Administrator provides you with a Class Code or Student Account.

#### **4. User Code of Conduct.**

As a condition of use, you agree not to use the Services for any purpose that is prohibited by the Terms or by applicable law. Do not post, or permit others to post, Content on the Services or on your profile that (a) encourages illegal activities, is fraudulent or tortious or is unlawful; (b) insults, defames, harasses or threatens others; (c) violates the copyright or intellectual property or privacy rights of others; (d) contains obscene material; (e) harms or impersonates others; or (f) advertises or sells a product or service. Do not submit the work of others as your own work or otherwise attempt to cheat on assignments. Do not attempt or engage in any potentially harmful acts that are directed against the Services, including but not limited to violating or attempting to violate any security features of the Services, introducing viruses, worms, or similar harmful code into the Services or interfering or attempting to interfere with use of the Services by any other

user, host or network, including by means of overloading, “flooding,” “spamming,” “mail bombing” or “crashing” the Services.

## **5. User Content.**

5.1. License to User Content. Except with respect to Student Data, which shall be governed by the license set forth in Section 6 of these Terms, by submitting, providing, uploading, posting, e-mailing, transmitting or otherwise making available (“Make Available”) any Content to Newsela, including on or through the Services, (such Content, your “User Content”), you grant to Newsela a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute and display such User Content in connection with the Services.

5.2. Responsibility. You acknowledge that you, and not Newsela, are entirely responsible for all User Content you Make Available through the Services, and that other Users of the Services, and not Newsela, are similarly responsible for all User Content they Make Available through the Services. You are solely responsible for your interactions with other Users of the Services and any other parties with whom you interact through the Services. You agree that Newsela will not be responsible for any liabilities incurred as the result of such interaction. You use all User Content and interact with other Users at your own risk.

Prior to the deletion of any User Content, Newsela and the School shall work in good-faith to ensure that pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.

5.3. No Obligation to Monitor Content. You acknowledge that Newsela has no obligation to review, monitor or pre-screen Content on the Services, although Newsela reserves the right in its sole discretion to review, monitor, pre-screen, refuse, modify, or remove any Content (a) that violates any law or regulation; (b) that violates these Terms; (c) that otherwise creates or may create liability for Newsela; or (d) for any other reason Newsela determines in its sole discretion. Except as expressly set forth in these Terms, Newsela does not approve, endorse or make any representations or warranties with respect to User Content or Student Data.

5.4. Security. Although Newsela takes security very seriously and works very hard on behalf of Student, Teacher and School privacy, including by using various industry standard measures to protect Content on the Services, no method of transmission or electronic storage on the internet is 100% secure. Therefore, Newsela cannot guarantee the security of any User Content. Except as expressly set forth herein or otherwise agreed to by Newsela in writing, (a) Newsela has no obligation to store any User Content and (b) Newsela has no responsibility or liability for (i) the deletion or accuracy of any Content, including User Content, (ii) the failure to store, transmit or receive transmission of Content, including User Content, or (iii) the security, privacy, storage or transmission of other communications originating with or involving use of the Services.

## **6. Student Data.**

6.1. General. “Student Data” includes all data that personally identifies a student, such as name, address, username, and password, or any other non-public information about a Student, such as a



Student's educational records and performance, but does not include De-Identified Data (as defined below). Newsela will only collect and use Student Data as necessary to fulfill its duties and provide and improve the Services.

6.2. De-Identified Data. Newsela may create and use De-Identified Data from data Made Available through the Services, in accordance with these Terms and Newsela's Privacy Policy available at <https://www.newsela.com/pages/privacy-policy/>. "De-identified Data" means data with all direct and indirect personal identifiers removed such as name, school ID numbers, date of birth, demographic information and location information, to the extent any is collected. Newsela agrees not to attempt to re-identify De-Identified Data and not to transfer De-Identified Data to any party unless that party agrees not to attempt re-identification. More detailed information on Newsela's privacy practices can be found in the Newsela privacy policy available at <https://www.newsela.com/pages/privacy-policy/>.

6.3. Disclosure of Student Data by Schools, Teachers and Administrators. Teachers and Administrators using Newsela are solely responsible for ensuring that you and your School are compliant with all applicable laws and regulations related to your disclosure of Student Data and other Student information ("Student Records") to Newsela in connection with the Services, including, but not limited to the Family Educational Rights and Privacy Act ("FERPA"). Without limiting the generality of the foregoing, for all Student Records disclosed to Newsela, you represent and warrant, to the extent required by applicable law such as FERPA, that your School has (a) notified such Students' parents or legal guardians of your use of third party services, including Newsela, and the potential disclosure of Student Records in connection with such use and (b) obtained the appropriate consent(s) from the parents or legal guardians of such Students. If such Student is 18 years old or older, the notice and consent requirements of (a) and (b) shall apply to the Student instead of such Student's parent or legal guardian. As throughout, Newsela affirms that Student Data shall remain the exclusive property and under the direct control of the School, Student or Student's parent or legal guardian, as applicable, with respect to the use and maintenance of Student Data and shall only be used by Newsela for authorized purposes and Newsela may not re-disclose PII from Student Data to other parties, unless the provider has specific authorization from the School to do so and it is otherwise permitted under FERPA.

6.4. License to Student Data. By making available any Student Data to Newsela, including on or through the Services, you grant to Newsela a nonexclusive license to view, download, reproduce, modify, create derivative works of, distribute and display Student Data solely for the purposes of (a) providing the Services and (b) creating, using, and disclosing De-Identified Data about Students for product development, research, or other purposes.

6.5. Storage and Processing of Data. Newsela will store and process all Student Data in accordance with industry standard practices. This includes appropriate administrative, physical and technical safeguards to secure Student Data from unauthorized access, disclosure and use. Newsela shall conduct periodic risk assessments and use commercially reasonable efforts to remediate identified security vulnerabilities. Newsela will also have an incident response plan

and will promptly notify the relevant School in the event of a security or privacy incident or breach of personal information involving such School's Users.

#### 6.6. Protection of Student Data by Newsela.

6.6.1. No Sale or Trade of Student Data. Newsela will not (a) sell or trade Student Data; (b) use any Student Data to advertise or market to Students or their parents or legal guardians; or (c) use Student Data except as expressly stated herein. From time to time, Newsela may direct advertising or marketing to Schools but shall de-identify any Student Data used in connection with such marketing efforts.

6.6.2. School Requests. Newsela will make Student Data available upon a verified request by the School, Teacher, Parent or Administrator who provided such Student Data or who would otherwise have verified authority to receive such Student Data.

6.6.3. Data Mining. Newsela does not scan Student Data for the purpose of advertising or marketing to Students or their parents or legal guardian (also known as "Data Mining").

6.6.4. Return/Destruction of Student Data. When Student Data is no longer needed for the provision of the Services, at the request of the School, Student or Student's parent or legal guardian, as applicable, Newsela will destroy all Student Data in its possession, and in the possession of any subcontractors or agents to which Newsela transferred Student Data, or transfer such Student Data to the requesting School, if legally permitted.

6.6.5. Subcontractors. Newsela may rely on one or more subcontractors to perform the Services. Upon request, Newsela agrees to share with you the names of subcontractors that have direct access to Student Data Made Available by you. All subcontractors and successor entities of Newsela will be subject to the protections for Student Data set forth in these Terms.

6.7. Intellectual Property Rights. All intellectual property rights in Student Data not granted herein shall remain the exclusive property of the School, Student or Student's parent or legal guardian, as applicable.

### **7. Payment.**

Certain features of the Services require premium access ("Premium Features") and may require payment from Schools or Teachers. There is no charge for Student access to the Services, although certain features of the Services may require an additional charge.

7.1. Ordering Premium Features. You may place orders for the Premium Features by following the directions on the Website or App or otherwise contacting Newsela. The Premium Features are subject to the restrictions set forth on the applicable order page. Newsela may change the pricing for the Services, including Premium Features, (from time to time in its sole discretion) by updating the Website or App, as applicable, and without any additional notice to you, provided that any changes will not take effect until your subscription renews.



7.2. **Payment Terms.** If you order Premium Features, you agree to pay the then-current applicable fee listed on the Website or the App or otherwise agreed to in writing by Newsela. Newsela will automatically bill your payment method submitted in ordering Premium Features on the date of activation. Except as otherwise stated herein, all payments are non-refundable. You hereby authorize Newsela to bill your payment method as described above, which may include automatic renewal and automatic payment if you select a subscription option. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you are responsible for payment of all such taxes, levies or duties. If any fee cannot be charged to your payment method for any reason, Newsela may provide you, via email, notice of such non-payment and a link for you to update your payment information. If such non-payment is not remedied within seven (7) days after receiving such notice of non-payment, then Newsela may suspend the applicable Premium Features.

## **8. Proprietary Rights.**

8.1. **Services.** Except with respect to your User Content, you agree that Newsela and its licensors and suppliers own all rights, title and interest in the Services. Newsela's name and other related logos, service marks and trade names used on or in connection with the Services are the trademarks and intellectual property of Newsela and may not be used without Newsela's permission. Other trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

8.2. **Ownership of Content.** Except with respect to your User Content and Student Data, you agree that you have no right or title in or to any Content that appears on or in the Services. Newsela does not claim ownership of your User Content or Student Data. When you as a User post or publish your User Content on or in the Services, you represent that you have the authority to grant the aforementioned license to Newsela.

8.3. **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Newsela through its suggestion or similar pages ("Feedback") is done on a non-confidential basis and that Newsela has no obligations with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Newsela a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights.

## **9. Apple Device and Application Terms.**

If you are accessing the Services via an Application on a device provided by Apple, Inc. ("Apple") or an Application obtained through the Apple App Store, the following shall apply:

9.1. Both you and Newsela acknowledge that these Terms are concluded between you and Newsela only, and not with Apple, and that Apple is not responsible for the Application or the Content;

9.2. The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;

9.3. You will only use the Application in connection with an Apple device that you own or control;

9.4. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

9.5. In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

9.6. You acknowledge and agree that Newsela, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;

9.7. You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Newsela, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;

9.8. You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

9.9. Both you and Newsela acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

9.10. Both you and Newsela acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

## **10. Third-Party Websites.**

The Services may contain links to third-party websites ("Third-Party Websites"). Such Third-Party Websites are not under the control of Newsela. Although Newsela makes reasonable efforts to curate the Content it makes available on the Services, Newsela is not responsible for any Third-Party Websites and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, or their products or services. You use all links in Third-Party Websites at your own risk. You should review applicable terms and policies of any Third-Party Websites before proceeding with any transaction with any third party.

### **11. Indemnification.**

Each Party agrees to indemnify and hold each other, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively the “Parties”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) User Content or any Student Data Made Available by you; (b) your use of, or inability to use, the Services; (c) your violation of the Terms; (d) your violation of any rights of another party, including any User; or (e) your violation of any applicable laws, rules or regulations. Newsela reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Newsela in asserting any available defenses. Each Party agrees that the provisions in this section will survive termination of the Terms.

### **12. Disclaimer of Warranties.**

YOU EXPRESSLY AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. NEWSELA PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NEWSELA PARTIES MAKE NO WARRANTY, REPRESENTATION OR CONDITION THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR PERSON, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

### **13. Limitation of Liability.**

EACH PARTY UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES; ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, ON ANY THEORY OF LIABILITY, RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICES; (B) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (C) STATEMENTS OR CONDUCT OF ANY THIRD-PARTY ON SERVICES; OR (D) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. UNDER NO

CIRCUMSTANCES WILL EITHER PARTY PARTIES BE LIABLE TO THE OTHER FOR MORE THAN THE GREATER OF (I) FIFTY DOLLARS (\$50); OR (II) THE AMOUNT ACTUALLY PAID BY THE USER TO NEWSLA HEREUNDER IN THE 12 MONTHS PRECEDING THE DATE EITHER PARTY FIRST BRINGS A CLAIM. NEWSLA PARTIES ASSUME NO RESPONSIBILITY FOR THE TIMELINESS, DELETION OR FAILURE TO STORE ANY CONTENT OR USER COMMUNICATIONS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NEWSLA AND YOU.

#### **14. Procedure for Making Claims of Copyright Infringement.**

It is Newsela's policy to terminate membership privileges of any User who repeatedly infringes copyright upon prompt notification to Newsela by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed; (3) a description of the location on the Services of the material that you claim is infringing; (4) your address, telephone number and e-mail address; (5) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Newsela's Copyright Agent for notice of claims of copyright infringement is as follows: [copyright@newsela.com](mailto:copyright@newsela.com).

#### **15. Term and Termination.**

The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect while you use the Services, unless terminated earlier in accordance with the Terms. If you have materially breached any provision of the Terms, or if Newsela is required to do so by law (e.g., where the provision of the Website or the Services is, or becomes, unlawful), Newsela has the right to immediately suspend any Services and licenses provided to you under this Agreement ("Suspension"). Following Suspension, Newsela and your Teacher and/or School, as applicable, will work together in good faith to determine whether to reinstate your access to (and any associated licenses to) the Services or permanently terminate your Services. Notwithstanding the foregoing, Newsela may terminate your Account immediately in its sole discretion in the event that (a) you are a repeat infringer for purposes of Newsela's copyright infringement policy as described in Section 14 or (b) you violate any restriction of these Terms after Newsela makes reasonable efforts to provide you with notice of a previous violation. You agree that Newsela shall not be liable to you or any third party for any Suspension or termination of your Account made in accordance with the Terms. Termination of any Services includes removal of access to such Services and barring of further use of the Service. Termination of all Services also may include deletion of your password and your User Content and, will include the deletion of Student Data as required by law. Upon termination of any Service, your right to use such Services will automatically terminate immediately. Newsela will not have any liability whatsoever to you for any Suspension or termination, including for deletion of your User Content and, if applicable, Student Data. Upon early termination of the

Services by Newsela, in the event that you have purchased Premium Features, Newsela will refund to you a pro rata portion of fees for such Premium Services paid to Newsela hereunder to the extent such fees are for Services that have not yet been rendered or made available to you. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, indemnification, warranty disclaimers, and limitation of liability.

## **16. General Provisions.**

16.1. Release. Except to the extent prohibited by applicable law, you hereby release Newsela Parties and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from any interactions with or conduct of other Users or Third-Party Websites of any kind, arising in connection with or as a result of the Terms or your use of the Services. You hereby waive California Civil Code Section 1542, or any similar law of another jurisdiction, which states in substance, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

16.2. Dispute Resolution. PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

(a) Arbitration shall be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from JAMS. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by JAMS's rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes.

(b) You are thus GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that may be taken to small claims court. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

(c) You and we must abide by the following rules: (1) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (2) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF, (3) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (4) we also reserve the right in our sole and exclusive discretion to assume responsibility for all of the costs of the arbitration; (5) the arbitrator shall honor claims of privilege and privacy recognized at law; (6) the arbitrator's award shall be final and may be enforced in any court of competent jurisdiction; (7) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (8) each side pays its own attorneys' fees and expenses unless there is a



statutory provision that requires the prevailing party to be paid its fees' and litigation expenses, and then in such instance, the fees and costs awarded shall be determined by the applicable law.

(d) Any and all controversies, disputes, demands, counts, claims or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, count, claim or cause of action) between you and Newsela and our employees, agents, successors or assigns, regarding or relating to these the Services or these Terms, shall exclusively be settled through binding and confidential arbitration.

(e) Notwithstanding the foregoing, either you or we may bring an individual action in small claims court. Further, claims of infringement or misappropriation of the other party's patent, copyright, trademark or trade secret shall not be subject to this arbitration agreement. Such claims shall be exclusively brought in the state or federal courts located in Contra Costa County, California. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief before the state or federal courts located in Contra Costa County, California in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within Contra Costa County, California for such purpose. A request for interim measures shall not be deemed a waiver of the right to arbitrate.

(f) With the exception of subparts (1) and (2) in the paragraph 16.2(c) above (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with these Terms, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, either subparts (1) and (2) in the paragraph 16.2(c) (prohibiting arbitration on a class or collective basis) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither you nor we shall be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in state or federal court in Contra Costa County, California.

(g) Notwithstanding any provision in these Terms to the contrary, if we seek to terminate the Dispute Resolution section as included in these Terms, any such termination shall not be effective until 30 days after the version of these Terms not containing the agreement to arbitrate is posted to the Website, and shall not be effective as to any claim of which you provided Newsela with written notice prior to the date of termination.

(h) For more information on JAMS, its Rules and Procedures, and how to file an arbitration claim, you may call JAMS at 800-352-5267 or visit the JAMS website at <http://www.jamsadr.com>.

(i) Any and all controversies, disputes, demands, counts, claims or causes of action between you and Newsela and our employees, agents, successors, or assigns, regarding or relating to these the Services or these Terms, shall exclusively be governed by the internal laws of the State of California, without regard to its choice of law rules and without regard to conflicts of laws principles except that the arbitration provision shall be governed by the Federal Arbitration Act.

16.3. Miscellaneous. The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Newsela's prior written consent, and any attempted assignment, subcontract, delegation or transfer in violation of the foregoing will be null and void. Newsela may assign this Agreement without your consent. Newsela shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos,

acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. Where Newsela requires that you provide an e-mail address, you are responsible for providing Newsela with your most current e-mail address. In the event that the last e-mail address you provided to Newsela is not valid, or for any reason is not capable of delivering to you any notices required or permitted by the Terms, Newsela's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Newsela at the following e-mail address: \_\_\_\_\_ . In the event that the e-mail address Newsela provided to the User is not valid, or for any reason is not capable of delivering to Newsela any notices required or permitted by the Terms, the User's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of the Terms is, for any reason, held to be invalid or unenforceable, the other provisions of the Terms will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Unless you have entered into a separate School Agreement, the Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

