Making Waves Academy

September Board Meeting

Date and Time

Thursday September 9, 2021 at 10:30 AM PDT

Location

https://mwacademy.zoom.us/j/82757840840?pwd=TUhzY2xSODU0YlluREd0VjF2RE1Kdz09
Passcode: 401966
Or One tap mobile :
US: +16699006833,,82757840840#,,,,*401966# or +12532158782,,82757840840#,,,,*401966#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 312 626 6799 or +1 929 436 2866 or +1 301 715 8592
Webinar ID: 827 5784 0840
Passcode: 401966
International numbers available: https://mwacademy.zoom.us/u/kdUmc4KLqo

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CLICK HERE to access agenda and cover sheets in Spanish
HAGA CLIC AQUÍ para acceder a la agenda y portadas en español
CLICK HERE to access the school board report in Spanish
HAGA CLIC AQUI para acceder el reporte escolar

If you have questions about the board agenda and materials or you are in need of disability-related accommodations, please contact:
Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:
Elizabeth Martinez at emartinez@mwacademy.org or 510-227-9856.

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

Public Comment

- The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.
- Under Public Comment, members of the public may
  - Comment on items on the agenda
  - Comment on items not on the agenda
  - ***Presentations are limited to two minutes each***, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- ***While meetings are held virtually, speakers must submit a request to speak before 9:00 AM on the day of the board meeting.***
  - ***Send your request to speak by 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).*
    - *include your name so that you can be called when it is your turn to speak.*
  - *During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.*
- 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.

De acuerdo con la Orden Ejecutiva N-25-20 del Estado de California, tendremos esta reunión de la junta por teleconferencia.

Comentarios públicos

- *El público puede dirigirse a la Junta Directiva de la MWA con respecto a cualquier asunto dentro de la jurisdicción del tema materia por la Junta Directiva de la MWA.*
- *Bajo comentario público, los miembros del público pueden:*
  - *Hacer comentarios sobre los puntos del orden del día*
  - *Hacer comentarios sobre puntos no incluidos en el orden del día*
  - ***Las presentaciones están limitadas a dos minutos cada una****, o un total de veinte minutos para todos los oradores, o se puede acortar el límite de dos minutos.*

• De acuerdo con la Ley Brown, la Junta Directiva de la MWA puede escuchar los comentarios, pero no discutirán ni tomarán medidas sobre los temas presentados. La respuesta de los miembros de la Junta Directiva a las declaraciones o preguntas de las personas que comentan temas que no figuran en el orden del día es muy limitada.

- ***Aunque las reuniones se celebran virtualmente, los oradores deben presentar una solicitud de palabra antes de las 9:00 de la mañana del día de la reunión de la Junta.***
  - ***Envíe su petición de palabra por correo electrónico a emartinez@mwacademy.org*** *en inglés o español.*
  - *Su presentación deberá:*
    - *indicar si es un comentario público general para el comienzo de la reunión o si es comentario público sobre un artículo específico del programa (incluya el número del artículo).*
    - *Incluya su nombre para que pueda ser llamado cuando sea su turno de hablar.*
  - *Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.*
- *En virtud de la SB1036, las actas de esta reunión omitirán los nombres de los estudiantes y padres y otra información del directorio, excepto cuando lo requiera la orden judicial o por la ley federal. Si un padre/tutor legal desea que se incluya un nombre, se debe informar a la junta antes de su comentario público.*

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Please note that all agenda times are estimates.
Tenga en cuenta que todos los horarios de la agenda son estimaciones.

Agenda

		Purpose	Presenter	Time
I.	**Opening Items**			**10:30 AM**
	Opening Items			
A.	Call the Meeting to Order		Alicia Klein	
	Alicia Malet Klein will call the meeting to order and review meeting norms regarding attendees.			
B.	Record Attendance		Alicia Klein	1 m
	Roll call and verification of quorum.			

		Purpose	Presenter	Time
C.	Closed Session	Discuss	Alicia Klein	15 m

- Executive Evaluation (safe harbor language)

D.	Compliance to Excellence: Remarks by Board President	Discuss	Alicia Klein	15 m

Topics to be Covered: Back to Campus; Additional Resources for Written Translation; Board policy on Parent/Guardian Conduct; Developing Parent/Guardian Survey

E.	Public Comment		Alicia Klein	20 m

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II. Standing Reports 11:21 AM

		Purpose	Presenter	Time
A.	Mission Connection: Acknowledgement of Alton B. Nelson Jr.	FYI	Alicia Klein	10 m

Video in celebration of Alton B. Nelson Jr's ten years of service to MWA.

B.	ASB Update	FYI	Melissa Macho	5 m
C.	Deep Dive: Academic Intervention Team Introduction	Discuss	Micah Stilwell	20 m

Overview of the approach to Teaching and Learning post-distance learning and introduction of the new Academic Instruction Team:

- Micah Stilwell, Senior Director of Academic Instruction
- Radhika Kolachina, Director of Academic Instructions for Math & Science
- Eric Becker, Director of Academic Instructions for Humanities

D.	Senior School Director Written Report: Start of the Year	Discuss	Evangelia Ward-Jackson	15 m

Board members will have the opportunity to discuss the Senior School Director's report on the return to in-person learning and goals for the year. The report will also feature overviews of:

- Professional Development (Micah Stilwell)
- RT Fisher services (Robyn Fisher)
- The school's approach to learning loss (Emalyn Lopez, Intervention Services Coordinator)
- Onboarding of new students (Dean's Office)

E.	CEO Report	Discuss	Alton B. Nelson Jr.	10 m

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

F.	Q&A on Written Chief Operating Officer Report (COO)	Discuss	Elizabeth Martinez	5 m

Topics to be Covered:

- School Operations
- COVID Safety Team Update

		Purpose	Presenter	Time
G.	Q&A on Written Finance Report (CFO)		Wallace Wei	5 m
	Board members will have an opportunity to ask questions about the contents of the written report.			
H.	School Site Council (SSC) Written Update	FYI	Latiphony Wells	5 m
	Written update from SSC President, Latiphony Wells.			

III. Non-Action Items — 12:36 PM

A.	Committee and Advisory Committee Updates	Discuss	Alicia Klein	10 m

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

- Committees**:**
  - Curriculum Review
- Advisory Committees
  - Finance
  - Diversity, Equity and Inclusion/Audit
  - **Culture and Climate/Layla Naranjo and Margaret Watson will present**
  - WASC

B.	Memo Regarding T-Mobile ECF Contract & CDW ECF Quote for Chromebooks	FYI	Damon Edwards	1 m

Memo that provides an update to the board on the items approved during the August 11th Special Board Meeting: T-Mobile ECF Contract & CDW ECF Quote for Chromebooks.

IV. Action Items — 12:47 PM

A.	Board Minutes: June 17th, 2021 Board Meeting	Approve Minutes	Alicia Klein	1 m
B.	Approve Minutes for Special Board Meeting	Approve Minutes	Alicia Klein	1 m

Approve minutes for Special Board Meeting on August 11, 2021

C.	Anchor Counseling Solutions Contract Renewal	Vote	Karen Snider	1 m

		Purpose	Presenter	Time

Renewing special education Non Public Agency provider contract with Anchor Counseling Solutions. Anchor provides MWA with school psychologist, special education educationally related mental health evaluations, speech and language therapy and caseload management, and behavior specialist support.
Fiscal Impact: $210,000

D.	Catalyst Seneca	Vote	Karen Snider	1 m

Approval for Individual Services Agreement contract for1 MWA student placement at a non public school- Catalyst Seneca.
Fiscal Impact: $46,000

E.	FY21 Unaudited Actuals Report	Vote	Wallace Wei	1 m

Board to review and approve 2020-21 Unaudited Actuals.
No fiscal impact.

F.	Education Protection Account (EPA)	Vote	Hung Mai	1 m

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

G.	Vendor Invoices	Vote	Hung Mai	1 m

Review and approval of vendor invoices for the months of April to July 2021.

H.	Mindful Educators Contract (2021-2022)	Vote	Brandon Greene	1 m

As we enter the 2021-22 school year, we look to add to our successes from last year by continuing to prioritize the social-emotional well-being of all stakeholders. To this end, we seek to extend our mindfulness-based community partnership (previously referred to as Seeds of Awareness) via the Mindful Educators proposal.
Fiscal Impact: $25,000

I.	CTC Declaration of Need	Vote	Fe Campbell	1 m

The Declaration of Need allows MWA to apply for and the Commission on Teacher Credentialing to issue Emergency Cross-Cultural and Academic Development (CLAD), Limited Assignment Permits and more for teachers. In a year where staffing teachers is difficult, these emergency permits ensure compliance while teachers are enrolled in a current credential program and/or studying to pass required examinations.
No fiscal impact.

J.	The Education Team (New Substitute Vendor)	Vote	Fe Campbell	1 m

		Purpose	Presenter	Time
	To address the staffing concerns related to teacher vacancies in the 2021-2022 school year, MWA has identified The Education Team has a new vendor to source of short, medium, and long-term substitute coverage.			
K.	Scoot (New Substitute Staffing Vendor)	Vote	Fe Campbell	1 m
	To address the staffing concern related to teacher vacancies in the 2021-2022 school year, MWA has identified Scoot as a new vendor to source of short, medium, and long-term substitute coverage.			
L.	Swing (Substitute Staffing Vendor)	Vote	Fe Campbell	1 m
	To address the staffing concern related to teacher vacancies in the 2021-2022 school year, MWA has renewed the contract with Swing to source of short, medium, and long-term substitute coverage.			
M.	Board Resolution	Vote	Alton B. Nelson Jr.	1 m
	Board reviews a resolution that authorizes CEO to enact a school closure under emergency conditions.			
N.	New Board Policy: Parent Code of Conduct	Vote	Alicia Klein & Elizabeth Martinez	5 m
	Board reviews the new board policy, Board Policy 14: Parent Code of Conduct. The policy outlines general operating principles, prohibited behaviors, and consequences related to parent conduct at MWA.			
O.	RIDS Transportation Expense	Vote	Karen Snider	1 m
	Transportation service for students who require school-provided transportation as outlined in their IEP. Fiscal Impact for Semester 1: $50,000			

V. Consent Action Items

Combined Fiscal Impact: $

VI. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)

A.	Full Slide Deck	FYI	Elizabeth Martinez	
B.	Documentos traducidos al español/Documents translated to Spanish	FYI	Alicia Klein	
	Este año, continuaremos traduciendo la agenda de la junta directiva al español. Además, este año traduciremos las portadas que contienen una breve explicación de			

	Purpose	Presenter	Time

los articulos incluidos en la agenda, así como el informe escolar que sera escrito por la directora principal de la escuela y sus líderes escolares.

This year, we will continue to translate the board agenda to Spanish. Additionally, this year we will be translating the coversheets which provide a brief explanation of the items on the agenda as well as the school report which is written by the Senior School Director and her school leaders.

VII. Discussion Items — 1:06 PM

A. Appreciations by the Board of Directors — FYI — Alicia Klein — 5 m

As provided for in the State of California Open Meeting Act, actions cannot be taken under this agenda item. The only purpose of this agenda item is to provide an opportunity for Board of Directors to make comments.

VIII. Closing Items — 1:11 PM

A. Adjourn Meeting — Vote — Alicia Klein

B. Schedule of Remaining Board of Directors Meetings 2021-2022 — FYI — Alicia Klein

- October 14th, 2021, 4:00pm-7:30pm
- December 9th, 2020, 10:30am-2:00pm
- January 27th, 2022, 10:30am-2:00pm
- March 10th, 2022, 10:30am-2:00pm
- May 5th, 2022, 4:00pm-7:30pm
- June 16th, 2022, 10:30am-2:00pm

Coversheet

ASB Update

Section: II. Standing Reports
Item: B. ASB Update
Purpose: FYI
Submitted by: Melissa Macho
Related Material: ASB Board Report - September 2021.pptx

BACKGROUND:
ASB Members engage with Board Members and provide updates.

ASB Board Report - September 2021

ASB Members

September 9th, 2021

Learn. Graduate. Give Back.

Table of Contents

- Successes
- Challenges
- Priorities
- Questions & Conversation

Successes

Successes

- **Community Building**
  - A lot of advisory time and community building during DTI/MH time end of day
  - Teachers have been supportive and advisors have been doing check-ins to hear out the students

- **Return to In-Person Learning**
  - Everyone wearing their mask / respecting COVID guidelines
  - Using open learning spaces
  - Overall start of in person learning

- **Drive loop has been improving**
  - Taking less time for pick-up and drop-off

Challenges

Powered by BoardOnTrack

Challenges

- **Bell schedule**
  - Block schedule new for this school year
  - Less breaks and shorter lunch, especially on Friday with back to back classes

- **After School**
  - No SSP / place to go for US students after 4pm

- **Teacher shortage and online/APEX courses**
  - CCC can’t be there for juniors and seniors while they are subbing classes

- **COVID Safety**
  - Social distancing during lunch and in the hallways
  - Communication about COVID testing and COVID safety for students has been unclear

Priorities

Priorities

- **Special elections**
  - Bringing on our new ASB members
- **Meet with Board President and/or Board Members on a regular cadence**
- **Student health**
  - Mental health and stress management
    - Having professionals support the social-emotional support for students rather than leaning solely on student-led clubs/ASB to create and provide peer-to-peer material
- **Adding more color and joy to the physical school space**
  - Hallways, bulletin boards, open learning spaces, etc.
- **Help peers navigate high school**
  - Understand graduation process and requirements
  - Focusing on the transition from MS to US for both our 9th and 10th grade students

Questions & Conversation

Learn. Graduate. Give Back.

Coversheet

Deep Dive: Academic Intervention Team Introduction

Section: II. Standing Reports
Item: C. Deep Dive: Academic Intervention Team Introduction
Purpose: Discuss
Submitted by: Micah Stilwell
Related Material: MWA Upper School The Big Splash Schedule (Week 1).pdf

BACKGROUND:
Overview of the approach to Teaching and Learning post-distance learning and introduction of the new Academic Instruction Team

RECOMMENDATION:
Please note that there is a copy of the "Big Splash" attached as a reference document for one of the slides that I will share.

MWA Upper School The Big Splash Schedule (Week 1)

DO NOT COPY THIS SCHEDULE -- it is a living document and is open to updates :-)

2021-22 US Schedule (original doc linked here)

Week 1 Big Splash

Monday 8/16 Welcome Back! (Covid Safety)		Tuesday 8/17 Showing Up! (attendance)		Wednesday 8/18 Nutrition/Eating Policies		Thursday 8/19 Holistic Services and Restorative Practices		Friday 8/20	
Period 0 7:30 - 8:20		Period 0 7:30 - 8:20		Period 0 7:30 - 8:20		Period 0 7:30 - 8:20		Period 0 7:30 - 8:20	
Advisory 8:30 - 9:00	• Welcome Back (ASB) • QR Crisis Go • Advisory Community Building	Advisory 8:30 - 9:00	• Introductions (Faculty) • Advisory Community Building	Advisory 8:30 - 9:00	• Introductions (School Wide Administration) • Advisory Community Building	Advisory 8:30 - 9:00	• Introductions (HSST) • Advisory Community Building	Period 1 8:30 - 9:20	• Advisory Community Building
Period 1 9:05 - 10:35	• Introduction to the Big Splash • Community Building Resources	Period 4 9:05 - 10:35	• Attendance • Community Building Resources	Period 1 9:05 - 10:35	• Nutrition • Snacks/Break/Lunch • Community Building Resources	Period 4 9:05 - 10:35	• Intro to restorative practices • Community Building Resources	Period 2 9:25 - 10:15	• Community Building
Break 10:35 - 10:45								Period 3 10:20 - 11:10	• Community Building
Period 2 10:50 - 12:20	• COVID Safety Reps • Game: COVID Safety REPS Game PIN: 07887432 • Community Building Resources	Period 5 10:50 - 12:20	• Community Building Resources	Period 2 10:50 - 12:20	• Community Building Resources	Period 5 10:50 - 12:20	• Community Building Resources	Period 4 11:15 - 12:05	• Community Building
Lunch 12:20 - 12:55									
Period 3 1:00 - 2:30	• Dress Code and Cell Phone Policy (skip the nutrition slide today) • Community Building Resources	Period 6 1:00 - 2:30	• Community Building Resources	Period 3 1:00 - 2:30	• Community Building Resources	Period 6 1:00 - 2:30	• Community Building Resources	Period 5 12:45 - 1:35	• Community Building
Advisory 2:35 - 3:35	• Ops Reps: Arrival and Dismissal • Advisory Community Building	Advisory 2:35 - 3:35	• Write a letter to your future self • Advisory Community Building	Advisory 2:35 - 3:35	• Advisory Community Building	Advisory 2:35 - 3:35	• Advisory Community Building	Period 6 1:40 - 2:30	• Community Building

Coversheet

Senior School Director Written Report: Start of the Year

Section:	II. Standing Reports
Item:	D. Senior School Director Written Report: Start of the Year
Purpose:	Discuss
Submitted by:	Evangelia Ward-Jackson
Related Material:	September 2021_School Board Report (1).pdf MWA_RTF Board Report_Sept 2021.pdf

RECOMMENDATION:
Please review the attached report. We will be prepared to engage the Board in an Q&A. Service provider, RT Fisher, is planning to join for the Q&A as well.

Board Report

School-Wide

Board Report - September 2021

From the Senior School Director's Desk

Dr. E. Ward-Jackson

"Hey! Are you the lady from the videos?" At once, with this question floating in the atmosphere as I exited my car in the Middle School parking lot, I realized that I was about to greet a 6th grade Wave-Maker, for the very first time, in person. "Yes, it's me! I'm Dr. Ward-Jackson, your School Leader." We elbow-greeted, he looked up and exclaimed, "woah, you're really tall!" to which I responded, "And you are really brilliant!"

The majority of lost students that I either escorted to class or supported with a campus map were 6th and 10th graders. Although we talked about it, and although they were included in our planning efforts, I think everyone had a moment of shock when we realized, in practice, that it wasn't only our 5th graders having a new school experience, nor our 9th graders having a new campus experience, but instead, over 600 of our students were brand new to their on-site learning environment. Thank goodness, the first two weeks of school were dedicated to "The Big Splash," which was a combination of orientation and community building activities and opportunities for ALL students, grades 5th-12th, and not just for 5th grade students as in past years. The reality is, the first couple days of school involved lots of time dedicated to simply learning how to "be" around each other, and how to navigate our space.

It took a week for our Wave-Makers to warm-up. The first couple of days were virtually silent. Oh, but now things are buzzing! We're here. The place we've been longing to be for the past 15 months. We are back on our beautiful campus, back to 100% on-site instruction, and back to engaging with our Wave-Makers, staff, and families in-person. We are following safety guidelines so we're not hosting large group meetings, but we are using zoom to support meetings, and we are in-person as often as possible.

In this Board Report we will cover Summer Professional Development, we will learn about some of the tools used to support student onboarding, and we will dive deeply into Intervention, which is the area that is at the heart of our recovery plans for ***learning loss*** and ***unfinished learning***. As we delve into details around the start of this atypical school year and how we are engaging a population of student and families who are not only experiencing learning loss and unfinished learning, but who are also dealing with a myriad of feelings associated with what it all means and the efforts that it will take to thrive and grow, I think it is important to get very clear on mindsets, priorities, goals and objectives.

Mindset: We are focusing on growth mindset with two very important drivers:

- **Fortitude**: Strength of mind and heart to experience adversity with courage
- **Resilience**: The capacity to recover quickly from difficulty

We are also focusing on what is *good enough*, versus what is *gold standard* by illuminating quality over perfection:

- **Excellence**: Quality of being great
- **Perfection**: State of being free from flaws

Priorities: We continue to optimize for the priority areas: Safety, Rigorous Instruction, and Social-emotional Well-being:

- **Safety**:
  - Mitigation strategies in place
  - Covid-19 contact tracing protocols in place
  - Routines, Expectations, Procedures (REPS) in place for students and adults
  - School closure plans in place: learning models and social resources prepared for future interruptions

Board Report - September 2021

- **Maximizing On-Site Learning**:
    - Implement learnings from Summer Academy
    - Streamline Intervention programming
    - Vacancy/Absence staffing contingency planning
    - Onboarding exciting new curriculum in math and social studies
    - Implement learnings from Applied Tech during distance learning

- **Social-Emotional Well-Being**:
    - Support for students, employees, and families
    - Focus on school culture and on-site student engagement
    - Support from contract services and our Holistic Support Team

Goals: Our WASC goals are our School-wide Goals. This year we have worked to streamline all departmental goals and initiatives, to ensure that we are focusing specifically on our school-wide goals, and that we are participating in a process of aggressive prioritization that results in objectives and departmental key performance indicators achieving milestones toward the fulfillment of our WASC/School-wide goals, which are:

1. **Support for All Learners:** Develop and refine vertically-aligned programs to support all learners.
2. **College and Career Readiness**: Refine holistic support for college and career readiness that builds all students' capacity for graduation and success beyond high school.
3. **Diversity, Equity, & Inclusion:** Create a safe, inclusive, and high-performing environment for all students and adults that are informed through the lens of diversity, equity, and inclusion.

Senior School Director Objectives & Key Results/Indicators (developing): As the SSD, for the first quarter I am focusing in on a few key objectives:

- **Student engagement and transition back to on-site learning**
- **Staffing and Instructional contingency plans**
- **Re-examine and reinvent our approach to family engagement**

Focusing on the above three areas responds directly to our school-wide goals, to our priorities, and to the most present needs of our school community.

Keeping in mind that our Wave-Makers are active owners in their learning experiences, and that we are here to cultivate and support the development of skills and competencies that will enable our students to thrive, even in an uncertain future, it is imperative that we work to stay healthy, to stay safe, and to secure mission-aligned talent, so that we can keep our campus doors opened and our classrooms filled with learning.

Our teachers are incredible. They are showing up every day, offering to help as much as they can, and they are doing their best to stay healthy. Our leaders have been amazing. Leaders from every area of our school have done the work to re-prioritize their plates, and have stepped into the classroom to support the continuity of learning for our students. Our staff is incomparable. From the front office to facilities, we have such a connected and efficient operations team that works diligently to ensure we are equipped to be as safe as possible. And, our families have been so supportive. Parents and guardians have been forthcoming with grace and understanding. They have shared appreciation for our work and for our safety measures, and they are truly showing up as champions when it comes to navigating arrival and dismissal traffic, and understanding the challenges that we are facing as we launch school following a remote year and while still in the throes of a pandemic.

Board Report - September 2021

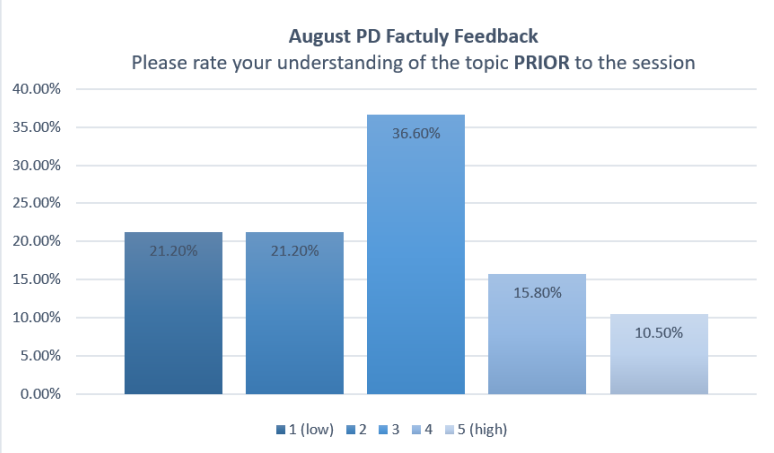
Professional Development Overview

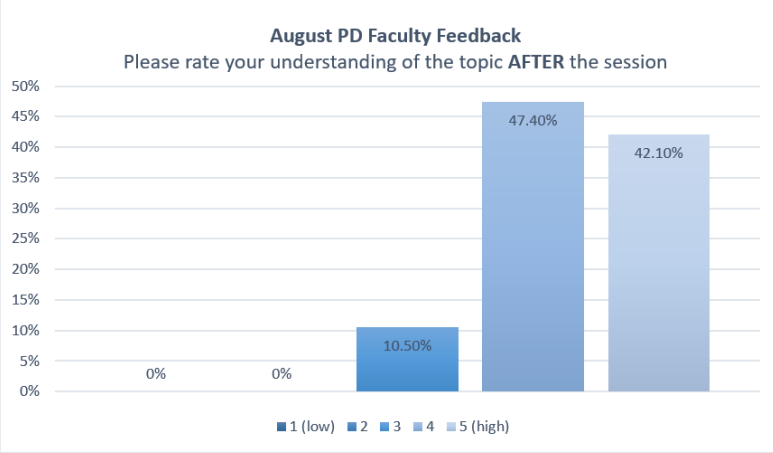
Micah Stilwell (Senior Director of Academic Instruction)

What?

As an educator, the launch of August Professional Development has always signified the potential each year presents for continued learning, craft refinement, and deepening collaboration. This year, August Professional Development launched utilizing a hybrid format (demonstrated in the image) allowing faculty and staff to prioritize relationship building, engage in collaborative planning, and continue professional learning; while providing the community the opportunity to ease into our return to campus.

Whether on-site or remote, faculty spent the two weeks of professional development actively engaging in training on MWA's systems and safety protocols and participated in two learning summits: 1) Teaching and Learning Summit: Rigorous & Relevant Instruction and 2) Holistic Support Services Summit: Cultivating Wellness. By the end of the professional development, teachers effectively mapped out their first semester of instruction and committed to community and grade level specific routines, expectations, and procedures (REPS) for our Wave-Makers.





As always, faculty seeked additional time to unpack their curriculum, plan for instruction, learn about their incoming Wave-Makers, and build community with their peers. The continuation of the work started in August will continue to inform the agendas for grade level, content team, and Friday professional development for the remainder of the year.

While much of this summer's professional development felt familiar, the culminating task, preparing to welcome Wave-Makers back to campus after being away for 15 months, was new! The collaborative approach that leaders and teachers took in launching The Big Splash (our two week return to campus program for Wave-Makers) reiterated the collective brilliance within our community and helped many end August Professional Development energized and excited for the first day of school.

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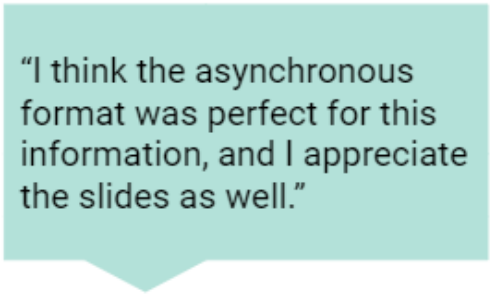
So What?

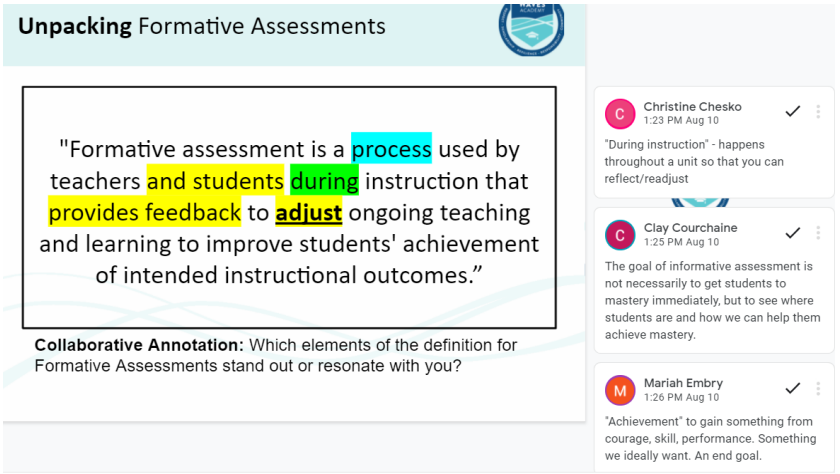
Upon reflection, August Professional Development truly captured the imprint a year and a half of remote learning has left on our approach to instruction. This year, each facilitating team prioritized access and differentiation when determining what content to cover and how the material would be delivered. The integrated use of a wide range of online learning platforms, paired with instructional best practices, illustrates just how much last year's key learnings are now fundamental to the way we engage in teaching and learning.



For example, several sessions were hosted live, while other material was shared asynchronously. Team members were able to collaborate seamlessly, both in person and remotely. Most importantly, multiple facilitators demonstrated an ease in differentiating sessions, in real-time, based on participant feedback.

For example, during the New Faculty session on Formative Assessments, faculty organically broadened the opportunities for engagement on the Google Slide as well as through Zoom Chat, building upon both the written reflection and live discussion simultaneously happening amongst participants.

Although the technology has been readily available for years, returning from distance learning allows us to continue to optimize the different ways learners are able to engage with content.



Now What?

In alignment with teacher feedback, the Academic Instruction Team is actively working to create opportunities to spotlight the best practices currently happening on campus. Through classroom observations, content and grade level collaboration, and an upcoming Bright Spot Symposium, planned for quarter two, we seek to not only identify but institutionalize the brilliant practices currently being implemented at MWA.

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Students Return to On-Site Engagement

Eric Mingo (Senior Dean of Students)

What?

Returning to a 'new' normal

After almost two years of having zero footprint on campus, our Wave-Makers returned to campus on August 16th in the midst of an ongoing pandemic that continues to bring fear and anxiety around many unknowns. During the first two to three days middle and upper school students were confused about where to go, and how to get there--most things seemed like a first time experience to our students. Their demeanor was, as a couple of teachers put it, "subdued" and "eerily quiet" as students were trying to navigate a familiar space within a new context and new rules of engagement. Anticipating our students and teachers return to campus, the Dean of Students department supported this transition by conducting professional development that centered around the following offerings: classroom management, conflict resolution, data management training, and restorative practices. With the transition of several long-standing faculty members, and with an increase in first year teachers, we were sure to focus our professional development on maximizing the teacher-to-student interaction, while drilling down on the basics of classroom management, ranging from conflict mediation to student engagement.

So What?

Response to challenges (Self Care Kits & "Big Splash")

This past summer Dr. Ward- Jackson secured a small grant ($5,000) for the Center of Holistic Support Services. The grant was to be used specifically to support supplies and materials aimed at the promotion of social-emotional well-being. Through collaboration we decided that the best way to use these funds was to provide every 5th and 6th grader with a self-care starter kit. The Deans and Social Workers distributed 340 self-care kits to every 5th and 6th grade cohort and also spoke to students about how to appropriately use them. Our goal was to inform students that these supports are not toys, but are tools that are meant to help them. These starter kits include: a number of manipulatives, journals, stress balls, and inspirational notepads that students can utilize to help cope and take care of themselves. Additionally, the presentations between the Deans and Social Workers proved to be a valuable touch point for student engagement as well as an excellent opportunity to showcase the intentional and strategic collaboration between Deans and Social Workers in the Center for Holistic Support Services.

Another support component of transitioning students back to onsite learning was our "Big Splash" offering. Big Splash was our induction programming that primed students to re-engage and navigate the learning environment. Big Splash focused on: community building, REPs, restorative practices, dress code,cell phone, and nutrition expectations. We were intentional about our focus areas and wanted to be flexible around aspects of student engagement in this "new normal", while simultaneously anchoring students in traditional guidelines and expectations.

Now What?

Continuing Momentum/Advisory

We will continue to build on these early supports and approaches by utilizing our advisory content. The focus for this year's advisory program is: *Valuing Self and Valuing Others*. This focus area is connected to our Wave-Maker affirmation, PMSC, and core values. A key tenant of our advisory program is to help humanize difference and place our core values of Respect and Community at the forefront of student engagement and development. These values have historically been a challenge and this year is no different. In support of our community and for us to see the efficacy of various support structures it is going to take the work of every community member and leader at all levels to support this endeavor, especially given the new environment that we are currently operating in.

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Intervention

Emalyn Lopez, Intervention Services Coordinator

What?

We are excited to welcome Wave-Makers back to the classroom as our focus shifts to address “unfinished learning” and “learning loss.” We are broadening the scope of our services to maximize student support across all levels by ensuring that the Response to Instruction & Intervention (RtI²) framework is not only implemented through our intervention services but embedded in our core program. Teachers and support staff will be involved in all three tiers of instructional support: prevention (Tier 1), targeted interventions (Tier 2), and intensive interventions (Tier 3). This collaborative approach is necessary to meet the instructional needs of our Wave-Makers.

We plan to meet the needs of our students based on current diagnostic results in Math and ELA, data from the end of the 2020-21 school year and summer programming. Professional development, coaching, instructional resources and opportunities to collaborate around our students' data and strengths will be provided throughout the year.

From the first day of school, the Academic Student Support Team has been pulled into the classroom to assist with teacher vacancies and gaps in schedules. Moreover, our limited staff has impacted our ability to provide full intervention services. Nevertheless, we continue to move forward through aggressive prioritizations and continued collaborations. To maximize our services we are leaning on the Expanded Learning Opportunity (ELO) grant to help provide us with professional development, coaching, and instructional support from RT Fisher Enterprises (RTF). This will allow us to continue supporting classroom vacancies while collaboratively developing intervention programming throughout the year.

So What?

During summer professional development, RTF along with math coaches from their partners ARCHESS ACCESS led our Math department and interventionists through a comprehensive session on instruction, data analysis and intervention to address student “unfinished learning” and “learning loss.” RTF will be providing additional professional development and resources to all our teachers and interventionists as we roll out intervention programs. Lessons on universal skills development and curricular planning for content specific interventions will help lay the groundwork to our intervention approach this year.

The Intervention Services Team will rely on MAP Growth and STAR Diagnostic data to identify areas of instructional focus and create student groupings. Identifying learning targets and analyzing student trends will help us to structure our support offered to students during designated intervention time, Differentiated Tiered Instruction (DTI) in Middle School and Marlin Hour in Upper School.

In collaboration with RTF, Grade Level Leads and Content Leads, we will develop an intervention scope and sequence aligned to grade level content. We will use this to identify instructional priorities for specific content areas and allow for targeted and timely support to address “unfinished learning” and “learning loss” during intervention programming.

With our newly approved differentiated bell schedule, we can focus on specialized support for our 5th and 6th grade students in the morning and our 7th-12th grade students in the afternoon. This schedule will give greater flexibility for our Interventionists and support staff to work with students across grade levels. We are focused on making a schedule that supports students and teachers with an all-hands-on-deck approach.

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Additionally, we are looking forward to implementing our new support roles, ELA and Math Intervention Specialists and continuing to work with our ELD coordinator to support our ELD students.

Now What?
We continue to prioritize the type of support needed for our Wave-Makers during DTI & Marlin Hour by enrolling students needing tier 3 instruction in a math and ELA intervention course.

ELD students and students with IEPs will continue to receive designated services. GATE and enrichment classes will be offered to students who have met the tiered criteria. Every student will participate in the development of essential academic behaviors and universal skills during the first quarter in addition to recovering any “unfinished learning” and “learning loss” during their content specific intervention courses.

Grade 21/22	Tier 3 Math	Tier 3 ELA	ELD
5th			63
6th	12		68
7th	20		55
8th	28		51
9th	29	12	61
10th	21	17	24
11th	20	11	20
12th	7	6	7

We will monitor student progress through core day and intervention formative assessments, progress reports, and student performance. Students will also be encouraged to assess their progress by engaging in data analysis and goal setting sessions that will be provided by our intervention instructors.

ELA/ELD
STAR Diagnostic will be administered three times this year and will be used to inform our instructional priorities along with formative assessments during core day. Intensive content based English intervention time will be designed to build the prerequisite skills required to access grade level texts.

ELD students will continue to receive designated support classes. Our ELD teachers will collaborate with our intervention team and ELD coordinator to support instruction. Last spring, 97% of ELD students academy wide completed the remote Summative ELPAC. This data is helping us plan and adjust instruction to meet the needs of ELs. Teachers that will

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facilitate designated ELD will receive the proper PD and instructional support.

Math

Map assessments will also be administered three times this year. We will be able to use the MAP learning continuum to identify learning targets and group students during intervention. Additionally, teachers will use a “needs inventory” developed by RTF to determine units not taught. Our teachers have already begun to collaborate with ACCESS ARCHES to support math intervention. Initial work included adapting and integrating the ARCHES framework, and connecting standards to our “Year at a Glance (YAAGS) instructional plans.

ACCESS ARCHES will provide additional coaching and PD support for our math teachers to help implement strategies and give feedback in developing best practices. They will provide this support all year long.

Academy-Wide

Collaboration with content and grade-level teams to ensure tight alignment between our instructional pacing and real-time learning needs will be done through participation in:

- weekly 5th-12th grade observations during in person instruction
- grade level, math and humanities team meetings
- data dive sessions

As we transition out of supporting classroom vacancies, we will need additional time to collaborate and roll out our program priorities below.

- Refine tiered criteria and student designations
- Implement a research-based reading program
- Provide additional differentiated tools for teachers to use during designated intervention time

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Prepared by: Robyn Fisher, Principal Consultant

RTFisher Educational Enterprises, Inc. . (hereinafter "RTF")

OPENING

RTF has successfully partnered and collaborated with the Making Waves community for over a decade. This partnership includes:

- cultivating the capacity of its educational leaders,
- developing a comprehensive and systemic Intervention model, and
- addressing the needs of the Academy's most vulnerable student populations.

Current academic year (2021-22) activities build and expand upon previous efforts to ensure implementation and sustainable student academic achievement. All services are in alignment with the current MWA LCAP goals and recommended strategies. The timeframe for service provision is July 1, 2021–June 30, 2022.

WHAT?

Focusing on equity, first best instruction, and academic intervention, RTF will continue to support the Making Waves Academy administration, faculty, staff and students in the following four tracks:

1. **B/AASAI Administrative & Educator Capacity Building and Program Development**
2. **Intensive Math Department Professional Development and Coaching Support including but not limited to:**
    - Equivalent to 5-Days of Professional Development scheduled on the following:
        - August 9-10, 2021
        - September 24, 2021
        - October 15, 2021
        - January 28, 2022
        - April 15, 2022
    - Comprehensive Assessment Support and Analysis
    - Curriculum Development support in response to teacher needs
    - One-to-One Coaching and mentoring for mathematics teachers

- Implementation support for an Intervention action plan and calendar of events to maximize student achievement

3. **Math Acceleration Academy Development**
   - Program development support including instructor coaching and training; curriculum training materials; progress monitoring and data analysis
4. **Targeted Tier III Support including but not limited to:**
   - Academy alignment of Academic Intervention Services (AIS) Program Components
   - Intervention Leadership Team Capacity Building
   - Progress Monitoring and Program Evaluation

Since July 2021, the RTF team has provided the following services:

Activities	Total Approximate Hours Allocated to Date
Administrative Planning & Update Meetings	30 Hours
Professional Development Preparation & Facilitation	50 Hours
Curriculum Review/Development	15 Hours
Data Review, Analysis, and Evaluation	20 Hours
Estimated Total Hours to Date	**115 Hours**

SO WHAT?

According to current research and in response to the most recent Covid-19 crisis, intensive and consistent small group targeted intervention for students who require additional academic support significantly and positively impacts student academic performance.

To this end, RTF is utilizing its research-based successful academic mentoring and academic intervention caseload model, to provide customized professional development that addresses how to:

- Develop a shared understanding of MWA's multi-tiered support of services and response to intervention services
- Best utilize essential California state standards
- Develop comprehensive instructional and assessment cycles to identify and address academic gaps and misconceptions
- Provide supplemental and intensive intervention support to all Wave-Makers requiring additional academic assistance

NOW WHAT?

The RTF team is currently focused on:

- Assisting with the transition of students to Differentiated Tiered Instruction (DTI) & Marlin Hour support courses.

- Analysis of student data along with Tier recommendations has been provided to the Intervention Coordinator for course rosters, specifically focusing on the needs of students requiring ELA and Math Tier 3, ELD and SPED services.
- Developing DTI & Marlin Hour Math curriculum development will provide MWA Staff with 5th- Algebra 2 scope & sequence and lesson plans for modification and use.
- Providing professional development around the transitional DTI/MH curriculum.

Additionally, the RTF Instructional Coaching Team is focused on:

- Implementing of the Responsive Teaching Cycle model to support teacher use of student evidence to identify and address gaps and misconceptions in mathematical understanding.
- Establishing a coaching log to track teacher needs and responses which also guides the design for Professional learning with trends appear among teachers at lower and upper for the math dept
- Developing a user-friendly coaching request system that is a google link
- Establishing regular progress monitoring meetings to coordinate implementation, student learning progress and support for each teacher. Upon teacher request, coaches are available to view recorded lessons and/or come in person to observe and provide support and feedback for classroom instruction (COVID protocols allowed)
- Scheduling regular check-in meetings with the coaching team to share information, determine that strategic support and expertise is being provided across courses and grades. Additional coaches, if needs arise that are better met by other team members i.e. topic and or instructional material expertise, etc. will be accessed as needed.

Monthly project updates and/or status reports will be provided. RTF will provide a detailed final report to include program recommendations to the appropriate staff as requested. The final report will be delivered within 30 days after the conclusion of the academic year.

Coversheet

CEO Report

Section: II. Standing Reports
Item: E. CEO Report
Purpose: Discuss
Submitted by:
Related Material: CEO Report_MWA Board_SEP 2021.pdf

September 2021

MWA Chief Executive Officer Report

Alton B. Nelson, Jr.

Welcome Back

Welcome back, MWA Board Members. We are so fortunate to continue to have you supporting us in, what will be, a particularly challenging year on many fronts – teaching and learning, attendance (students and staff), and adjusting to the rhythms of on-campus activities and routines after an 18-month recess.

The best way for me to describe how I am experiencing the beginning of the 2021-22 school year is "disorienting". In my thirty-year career in education, nothing has prepared me for how the year has unfolded thus far. I can share more context around this comment during the meeting. Needless to say, certain assumptions one might hold in trying to plan and anticipate how to best engage and support for school success no longer apply.

On the other hand, there have been bright spots as well. In some cases, my expectations have been exceeded by how some staff members, students, and parents are "showing up" to start the school year.

Below, I share some key highlights followed by my goals for the year. I look forward to our dialogue.

Key Highlights to Start the Year

Students

- Students descending upon the middle school courtyard and basketball courts on the first day. Some were excited and some had a few tears (first day MWA and first day back at school in 18 months).
- A talk with two 6th grade students who shared their excitement at being back in school and some of their goals for the year. They were super-sharp and ready to start their on-campus Wave-Maker experience!
- Students getting out of their cars during arrival and saying "good morning" and "thank you" when I close the car doors for them.
- Seeing our upper school boys' soccer team play and beat a team in our conference (College Prep). They are still coached by their inaugural coach, Coach Barry, and his son, MWA and USF alumnus, Alexis.
- Seeing students in their classrooms. I was particularly excited by the teaching and learning I witnessed in some classrooms.

Parents

- Seeing parents smile, get goodbye kisses from their kids, and an occasional "I love you" from Wave-Makers as they exit their cars during arrival.
- Having a difficult conversation with a parent about classroom expectations. The parent was open, fair, provided direct feedback, and was very supportive of me and the school while also supporting her son. She reinforced the expectation in front of me with her son, and he and I had a great restorative exchange.

Staff

- Staff stepping in to cover vacant faculty positions and daily faculty absences. In a year with so much complexity and many moving parts, some staff have been called upon to support classroom instruction so that we can continue to hold school and facilitate learning for students.
- Having s staff member volunteer to help me out with arrival duty, even though it was not his day to do it.

My Areas of Focus

This year, I am intentionally doing a few things to try to better understand and respond to the experiences of our stakeholders. These activities and priorities include:

- Helping out during arrival and walking the campus to assess what is going on until the start of 1st period
- Reserving time in my schedule to walk the campus, visit classrooms, and check in with staff. Some of the things I learned in my walk-throughs are:
  - A desire for MWA to offer performing arts and music in the upper school
  - Some upper school students trying order food deliveries for lunch (e.g. Uber Eats & Door Dash)
  - Seeing where and how our classroom expectations are being reinforced
- Hosting and asking key leaders to host open sessions to hear how things are going and also offering information (e.g. operations and IT)
- Reviewing daily data on staff completing the daily screening app questionnaire and signing in
- Meeting with leadership often to discuss staffing vacancies and efforts to mitigate the impact of them
- Reviewing and monitoring average daily attendance for students
- Reviewing and monitoring staff attendance
- Working with MWA and Making Waves Foundation leadership on developing a “scope and sequence” framework for college access education for 5th-12th grades.

Goals & Updates for 2021-22

Goal #1

Develop a core instructional approach that is consistent with the core identity of MWA’s past and provides forward-looking approaches that are responsive to more current and future teaching and learning challenges and opportunities.

Goal #2

Apply some of the recommendations of the Cal Berkeley Board Fellows in the area of further capturing and systemizing program and teaching innovation through a consistent “test and learn” approach.

Goal #3

Assess MWA programs to assess resource allocation levels for the near and medium term to support long term financial sustainability.

Coversheet

Q&A on Written Chief Operating Officer Report (COO)

Section: II. Standing Reports
Item: F. Q&A on Written Chief Operating Officer Report (COO)
Purpose: Discuss
Submitted by:
Related Material: September 2021_COO Board Report.pdf

Board Report

Chief Operating Officer

September 2021

Elizabeth Martinez

Chief Operating Officer

I began my new role as Chief Operating Officer on August 2nd and now have direct oversight of all areas that are primarily responsible for our COVID Prevention Plan, Human Resources and Operations. I have provided leadership to Human Resources since October 2019 but Operations was a new addition. The immediate benefit of this change was direct alignment between our employee and student responses. For the purposes of this report, I will mostly focus on the operations side of the house, specifically the launch of the school year and some key learnings. I quickly conducted ***an assessment of our readiness for school opening*** and identified ***three priority areas: surveillance testing schedules, daily screening systems, and response to positive cases.*** Although we are continuously asking for feedback and seeking ways to improve, I am proud of what we have been able to accomplish in the first 5 weeks in this new role.

An early win for us was ***testing 1,001 students prior to the first day of school,*** we received ***only one positive result*** and we were able to make contact with that family and make sure the student was not on campus***.*** As of now, we have been holding regular testing events on campus every week to make sure all students are tested at least two times per month. Regular testing along with universal masking and daily health screenings have been largely efficient at helping us identify and respond to positive cases (see Appendix A for a response flowchart) and to keep our rates down (see Appendix B).

For the purposes of contact tracing, the infectious period begins two days before the onset of symptoms. If the case did not have symptoms, the infectious period is considered two days prior to the testing date. ***As of August 31st, we have had two asymptomatic positive cases that had been on campus two days prior to their test date.*** After our initial response to an on-campus case we had some **critical learnings**:

- **Widen the distribution list for the quarantined students** – We received feedback that those supporting the students directly (e.g. deans, social workers, grade-level leads) did not receive information about the quarantined students which caused some confusion/worry.
- **Utilize multiple channels for notifying close contacts** - We utilized various forms of contact such as phone calls, automated telephone messages, and letters (email & text message notifications). Some parents of the close contacts missed the electronic letter or were confused by it and dropped their students off the next day. We contained those students in one classroom and had them all off campus by 11:30 AM.
- **Communicate broadly** – Although not required, we send a weekly, community-wide notifications of MWA COVID cases and responses. We want to share as much information as possible without compromising confidentiality so that our employees can have a sense of how we are handling cases as they come up.

I am especially thankful of the staff and faculty who have shown up to office hours, connected with HR, and/or reached out to me directly to share feedback; that is what will help us improve further. ***If I had to describe the work ahead, I would say that we are continuously changing parts on the metaphorical bus as it's in motion; this is the nature of this year where nothing is certain and yet everything requires order.*** What I know to be true is that the operations team is committed to doing what needs to be done in order to prevent the spread of COVID at MWA, I am confident that we can do that as long as we continue to receive ongoing feedback and support from the community as a whole.

September 2021

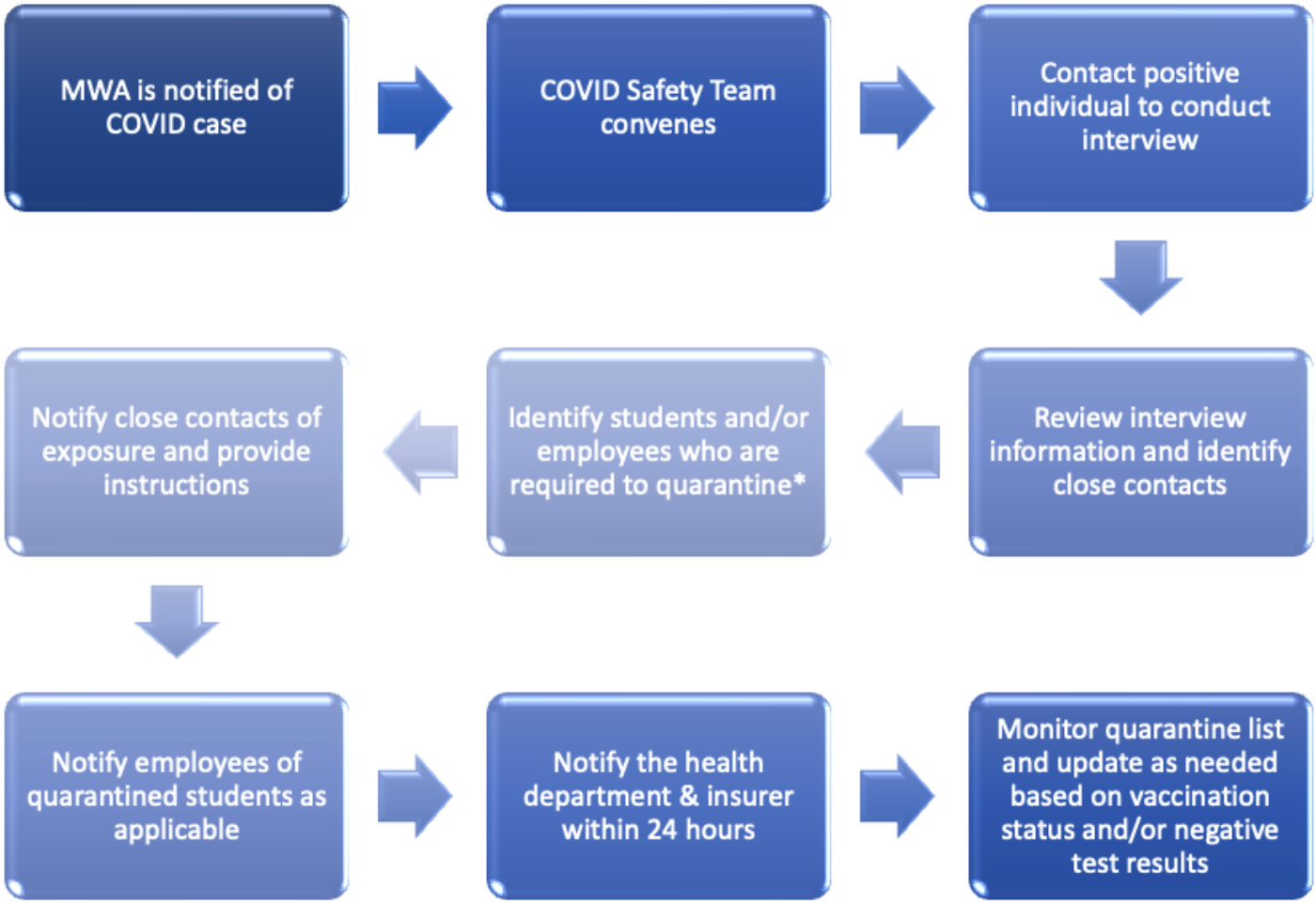
In addition to leading our overall COVID strategy, the scope of my role includes oversight of compliance, state reporting, assessments, attendance, and governance. Prior to the start of the school year, I held a team retreat where I asked them to outline their top priorities for the year. Here is a glimpse into what they are working on during Quarter 1:

Compliance and Data Systems	**Systems Setup for AY 2021-22** ● Gradebook setup for all teachers (categories and weights) ● Enrollment of new students ● Rostering for all students/classes **State Reporting** ● California Basic Educational Data System (CBEDS) reporting in anticipation of census day which will take place October 2021
Compliance and Assessments	**Assessments & Diagnostics** ● Compiling, Analyzing, and Communicating State Assessment Data ● Setting up and supporting with the launch of start-of-the-year diagnostics such as STAR and NWEA MAP **Compliance Monitoring** ● Setting up centralized compliance monitoring system and organization ● Analyzing LCAP and proposing approach for this academic year
Registrar	**State Reporting** ● CALPADS enrollment for all students ● Processing student transfers to balance attendance reporting **Attendance Monitoring** ● Attendance training for teachers ● Daily attendance tracking ● Identifying no-show students
Human Resources	**Employment** ● New employee offers/welcome orientation ● Distribute new policy and handbook info ● Obtaining emergency sub credentials for non-instructional staff supporting with coverage **Compliance** ● CTC applications submissions for teachers in progress towards Clear Credentials ● Begin preparations for Open Enrollment **Performance** ● Review/File Employee Evaluations ● Annual Supervisor Training Plan

September 2021

Appendix A

The ***chart below outlines the general process of investigation and notification of COVID cases***. We are required to complete the process within 24 hours after we learn about the case. As of August 31st, we have completed the process on the same day we are notified.



September 2021

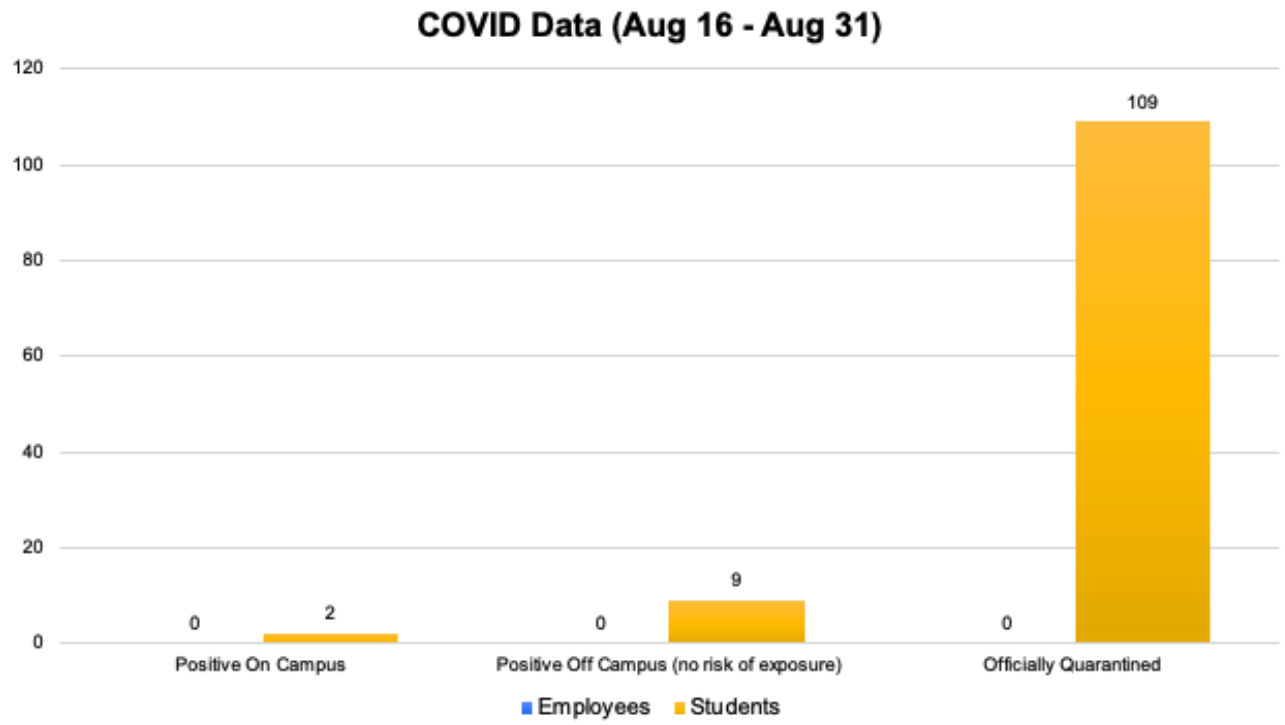
Appendix B

The infectious period begins two days before the onset of symptoms. If the case did not have symptoms, the infectious period is considered two days prior to the testing date. One of the cases was identified through our surveillance testing, the other by their own provider. Students who were not on campus two days prior to testing positive, are designated as "Positive Off Campus". This is in alignment with the guidance by our local county health department.

As of August 31st, all students who tested positive and designated as "Positive on Campus" were asymptomatic.

Those who are quarantined are required to remain at home for 10 calendar days unless:

- They are asymptomatic and provide proof of full vaccination (at least 14 days have passed since their final dose), if they meet this criteria they can return to school immediately
- They are asymptomatic and test negative for COVID-19 between the 4th and 6th day since their exposure, students can return to school upon receipt of their negative results



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: Executive Summary - 2020-21 Unaudited Actuals - FINAL.pdf
Executive Summary - FY22 Final State Budget.pdf

Executive Summary for FY 2020-21 Unaudited Actuals Report

September 2nd, 2021

FY21 Unaudited Actuals Summary

Revenues Summary (Compared with the *FY21 2nd Interim Budget)*:

- Government revenues came in **over budget** by **$135,349** or **1%**.
- Donation (Non JRSF) came in **under budget** by **$167,999** or **15%**.
- JRSF contributions were **under budget** by **$738,392** or **7%**.

Expenses Summary (Compared with the *FY21 2nd Interim Budget)*:

- The total expenses were **under budget** by **$1,642,460** or **6%**.
  - MWA – "School" expenses were **under budget** by **$1,391,001** or **6%**.
  - Central Office expenses were **under budget** by **$251,459** or **7%**.

Net Income/Loss

- The **net income** is **$3,421,418**. This includes the $2.5M donation made by JRSF to pay off the PPP loan.

When we prepared the 2nd Interim Budget in January 2021, we planned to partially open the school later in the school year. We ended up not reopening for the rest of the year, and therefore we saved more on unfilled positions, school supplies, and contract services than what was projected in the 2nd Interim Budget.

Key Overview for the *FY21 Unaudited Actuals*

The following items highlight the **key changes** from the ***FY21 2nd Interim Budget*** to the ***FY21 Unaudited Actuals***:

1. ***Government Revenues – Came in over budget by* $135,349 (1%)** due to:
   a. Received more revenue from the school nutrition program, as we were reimbursed for serving meals to the community.
   b. Received special education funding for mental health.
   c. Received more state lottery funding due to higher funding rate.

2. ***Personnel Expense***
   a. Saved on vacant positions for six teachers and three staff.

3. ***Special Education Expense –*** We saved on special education contract services due to the school closure.

4. ***Computers and IT Supplies Expense –*** We postponed the implementation of three IT projects to FY22 due to the pandemic. Also, some IT supplies cost less than anticipated.

Detailed Summary of Changes (*FY21 2nd Interim Budget to the FY21 Unaudited Actuals)*

MWA – "SCHOOL" EXPENDITURES: TOTAL CHANGES – Under Budget BY $1,391,001 (-6%)

I. Salaries and Benefits – Under Budget by **$606,454 (-4%)**

- Saved on open positions and newly hired salary variances
- Saved on CalSTRS and 403 (b) retirement contributions on open positions
- Saved on health insurance and benefits

II. Supplies – Under Budget by **$165,034 (-12%)**

- Saved on textbooks by using eBooks for remote learning
- Saved on school supplies due to the school closure
- Purchased fewer replacement Chromebooks than projected
- Spent more on free meals served to the community

III. Contracted Services – Under Budget by **$619,513 (-9%)**

- Saved on IT contract services due to the school closure
- Saved on special education contract services due to the school closure
- Saved on the school maintenance due the school closure
- Less coach stipend paid due to sports started later than expected
- Negotiated cleaning contract to lower rates during school closure
- Saved on copier usage due to the school closure

CENTRAL OFFICE EXPENDITURES: TOTAL CHANGES – Under Budget BY $251,459 (-7%)

I. Salaries and Benefits – Under Budget by **$46,942 (-2%)**

- Staff took less paid time off during the pandemic

II. Supplies – Under Budget by **$40,817 (-89%)**

- Saved on office supplies due to the school closure

III. Contracted Services – Under Budget by **$163,700 (-19%)**

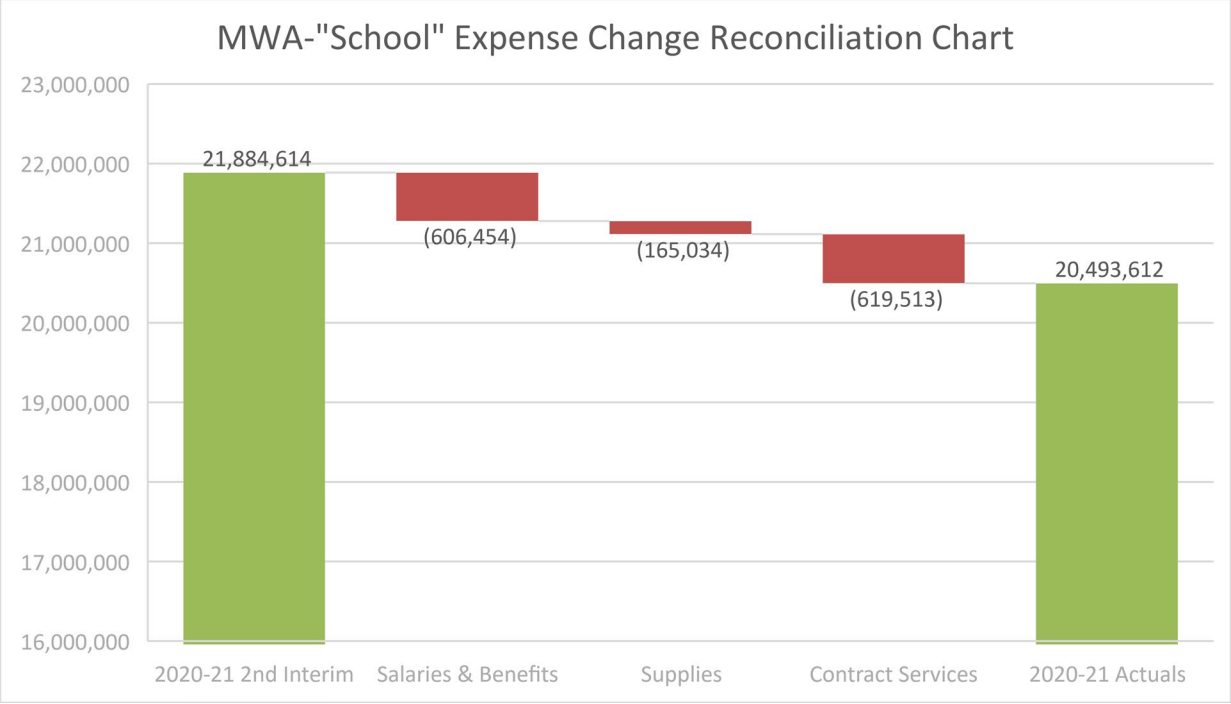
- Saved on professional development and conference fees
- Saved on IT contract services
- Saved on traveling expenses related to staff recruitment

Appendix – Summary Financials

FY21 Unaudited Actuals Summary Financials for MWA – "School"

MWA – "School" – Compare *FY21 Unaudited Actuals* to *FY21 2nd Interim Budget*

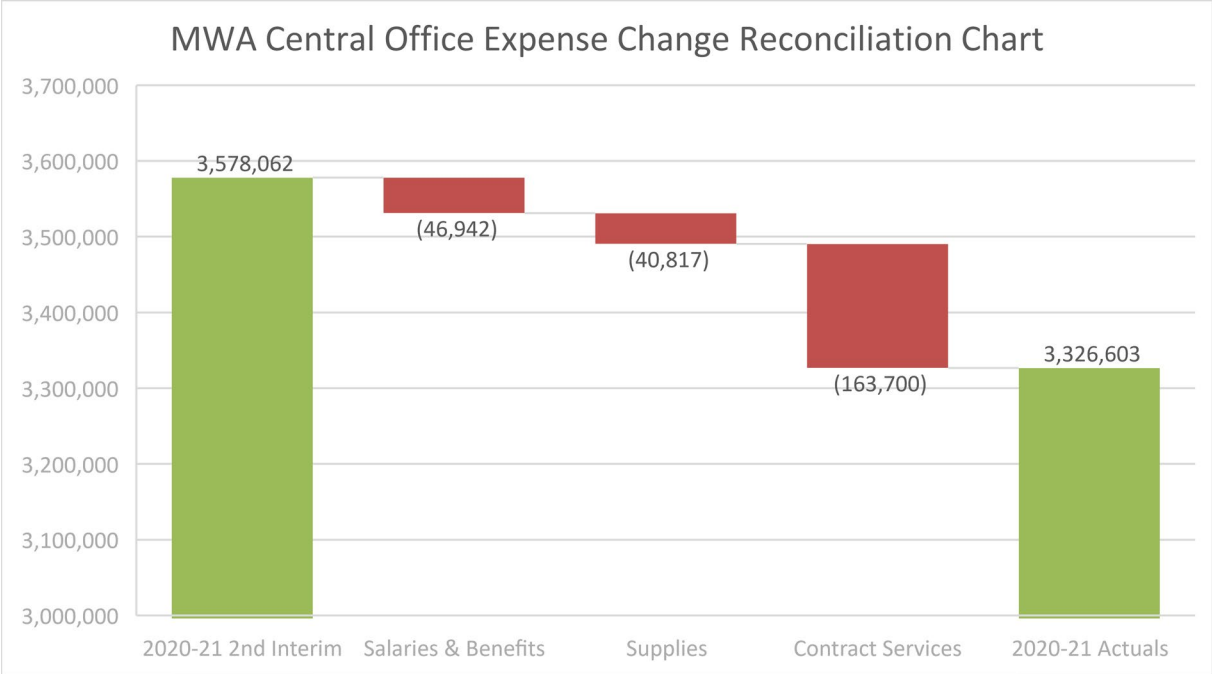
Location	2020-21 2nd Interim Budget	2020-21 Unaudited Actuals	$ Variance	% Variance
Revenues				
Government	$15,390,569	$15,525,918	$135,349	1%
Donation	$1,315,000	$1,147,001	-$167,999	-15%
JRSF	$5,229,044	$4,742,111	-$486,933	-10%
Total Revenues	**$21,934,613**	**$21,415,030**	**-$519,583**	**-2%**
Expenses				
Salaries/Benefits	$13,902,076	$13,295,622	-$606,454	-4%
Supplies	$1,360,409	$1,195,375	-$165,034	-12%
Contracted Services	$6,622,129	$6,002,615	-$619,513	-9%
Total Expenses	**$21,884,614**	**$20,493,612**	**-$1,391,001**	**-6%**
Revenues – Government per ADA	**$14,762**	**$14,886**	**$130**	**1%**
Expenses – Cost per Student (Exclude CO Fees)	**$19,167**	**$17,887**	**-$1,281**	**-7%**



FY21 Unaudited Actuals Summary Financials for Central Office

MWA Central Office – Compare *FY21 Unaudited Actuals* to *FY21 2nd Interim Budget*

Location	2020-21 2nd Interim Budget	2020-21 Unaudited Actuals	$ Variance	% Variance
Revenues				
JRSF	$2,509,348	$2,257,889	-$251,459	-11%
JRSF – Repayment of PPP Loan & Interest	$2,500,000	$2,500,000	$0	0%
Central Office (*Shared Services Allocation*)	$1,068,714	$1,068,714	$0	0%
Total Revenues	**$6,078,062**	**$5,826,603**	**-$251,459**	**-4%**
Expenses				
Salaries/Benefits	$2,653,858	$2,606,916	-$46,942	-2%
Supplies	$45,690	$4,873	-$40,817	-89%
Contracted Services	$878,514	$714,814	-$163,700	-19%
Total Expenses	**$3,578,062**	**$3,326,603**	**-$251,459**	**-7%**



Executive Summary on 2021-22 Final State Budget

August 6, 2021

The Legislature and the Governor reached agreement on a final state budget for the 2021-22 fiscal year through a series of legislative actions in late June. The primary Budget Bill is Assembly Bill 128 which was subsequently amended by Senate Bill 129 which contains additional budget actions and amendments to AB 128. Finally, Assembly Bill (AB) 130, the Education Trailer Bill to the 2021-22 budget was signed by the governor on July 9, 2021. Many experts consider this is the most complex state budget in decades.

In this final budget, significant changes have been made to the "May Revise" budget proposed by the Governor two months ago. I've summarized below the key changes as compared with the Governor's May Revise budget. The funding details for many programs are not available yet, but I provided below a rough estimate of the fiscal impact on MWA's budget whenever possible. We shall be able to provide a more accurate estimate when we present the 1st interim budget to the board.

- **Concentration Grant Increase:** The budget increases the LCFF concentration grant percentage from 50 percent to 65 percent of the base grant, providing about $1.1 billion in additional LCFF funding statewide. This change is estimated to increase MWA's LCFF funding by about $200K. However, additional requirements are added to LCAP to address the usage of the concentration funds.

- **Special Education:** The budget contains a number of enhancements to special education funding, including:
  - A COLA of 4.05 percent to the special education formula.
  - $396 million in new ongoing Proposition 98 funding, for an increase to the per-ADA statewide base rate to $715.
  - $450 million in one-time funding to SELPAs for learning recovery supports associated with impacts of school disruptions from the pandemic. Funds will be allocated on a per pupil basis based on pupils with exceptional needs. Distribution of funds will be at the discretion of each SELPA.
  - $100 million in one-time funding to SELPAs to increase support to their members for dispute prevention and voluntary alternative dispute resolution activities.

We are yet to receive the funding details for MWA from our Special Education Local Plan Area (SELPA) and will provide an update once more information is available.

Significant New and Expanded Programs. The budget contains a number of new programs or significant changes to existing programs that may include new mandates as well as additional funding for charter schools. Some of the more significant of these programs are described here.

- **Expanded Learning Opportunities Program:** This program will be available starting in 2021-22 to all classroom-based LEAs serving kindergarten through grade six to expand afterschool and summer school enrichment programing for high-need (LCFF unduplicated) students. $1 billion ongoing funds and $753.1 million in one-time funds will be provided in 2021-22, growing to $5 billion in ongoing funding at full implementation for classroom-based LEAs, based on the average daily attendance (ADA) count of low-income, English learner and foster youth students in grades TK-6.

  As a condition of apportionment of these funds in 2021-22, an eligible LEA shall offer all unduplicated pupils in kindergarten through grade 6, and provide to at least 50% of those pupils, access to expanded learning opportunity programs. Beginning in 2022-23 all LEAs shall offer all pupils in K through grade six access to expanded learning opportunities programs and provide them to all pupils who request their placement in a program. The program combined with the educational day shall offer nine-hours of combined service time on regular instructional days, plus 30 days of non-school day opportunities during intersessional periods of no less than 9 hours per day.

  The estimated funding for MWA is $306,049 under this new program.

- **A Through G Completion Grants:** The budget provides $547.5 million in new one-time funding in 2021-22 to LEAs to provide additional supports to improve A-G course completion rates, as follows:
    - $300 million is for “A-G Access Grants” which allocates an equal amount per pupil in grades 9- 12 to LEAs with A- G completion rate of less than 67%.
    - $100 million is for “A-G Success Grants” which allocates an equal amount per pupil in grades 9- 12 to LEAs with A-G completion rates of 67% or higher.
    - $147.5 million Is for “A-G Learning Loss Mitigation Grants” Which allocates an equal amount per LCFF unduplicated pupil in grade 9 through 12. These funds shall be used to allow pupils who received a grade of D, F, or fail in an A-G course in Spring 2020, or 2020-21 to retake those courses, or offer other credit recovery opportunities.

  An eligible LEA that received an LCFF concentration grant in 2020-21 shall receive a minimum A-G Access or Success Grant, and A-G Learning Loss Grant of $75,000. Grant recipients shall complete a plan, as specified, by January 1, 2022 describing how funds will increase or improve A-G eligibility for unduplicated pupils. These funds are available for use through 2025-26.

  MWA is estimated to receive $356,820 for this grant.

- **Other School and Teacher Improvement Programs:** There are a number of other new and expanded funding opportunities to support students and teachers, such as Community School Partnership Grant, Career Technical Education Incentive Grant, Educator Effectiveness Block Grant and Teacher Residency Grant. The eligibility criteria, funding details and the competitiveness for those grants are yet to be determined, except for the Educator Effectiveness Block Grant, which will be non-competitive allocation of funds and all charter schools with staff in 2020-21 are included.

Coversheet

Memo Regarding T-Mobile ECF Contract & CDW ECF Quote for Chromebooks

Section: III. Non-Action Items
Item: B. Memo Regarding T-Mobile ECF Contract & CDW ECF Quote for Chromebooks
Purpose: FYI
Submitted by: Damon Edwards
Related Material:
MEMORANDUM RE T-MOBILE ECF CONTRACT & CDW ECF QUOTE FOR CHROMEBOOKS.pdf

BACKGROUND:
Memo that provides an update to the board on the items approved during the August 11th Special Board Meeting: T-Mobile ECF Contract & CDW ECF Quote for Chromebooks.

RECOMMENDATION:
Informational. No action required.

MEMORANDUM

TO: MWA BOARD OF DIRECTORS

CC: ALTON B. NELSON JR., CEO

FROM: DAMON EDWARDS, MANAGING DIRECTOR OF IT

SUBJECT: T-MOBILE ECF CONTRACT & CDW ECF QUOTE FOR CHROMEBOOKS

DATE: SEPTEMBER 9, 2021

This memo is to update the Board regarding the ECF T-Mobile agreement and the CDW Chromebook quote which were approved at the special Board meeting on August 11, 2021.

According to the Emergency Connectivity Funding rules, **all services or goods must be received during this school year before June 30, 2022**. Therefore, we are able to make the purchase anytime as long as we are invoiced and receive the goods /services during this school year.

In making a final decision, I considered the following:

- our ongoing needs/demands related to technology inventory
- increasing lead times from our manufacturers and service providers

To ensure that we maintain a healthy inventory and that we receive the services/goods well before the end of the school year, **I made the decision to**:

- **execute the T-Mobile agreement,** which our CEO, Alton B. Nelson Jr., signed on August 19, 2021.
- **move forward with processing the CDW order** for additional Chromebooks given ever-increasing manufacturing lead times. This will ensure that we receive the Chromebooks and associated invoice during this school year.

Coversheet

Board Minutes: June 17th, 2021 Board Meeting

Section:	IV. Action Items
Item:	A. Board Minutes: June 17th, 2021 Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for June Board Meeting on June 17, 2021

APPROVED

Making Waves Academy

Minutes

June Board Meeting

Date and Time
Thursday June 17, 2021 at 10:30 AM

Location
https://mwacademy.zoom.us/j/83066517935?pwd=R2NaTGZEV3RVNXJXS2VGcUdXb2EwQT09
Passcode: 372337
Or One tap mobile :
US: +16699006833,,83066517935#,,,,*372337# or +13462487799,,83066517935#,,,,*372337#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 346 248 7799 or +1 253 215 8782 or +1 312 626 6799 or +1 929 436 2866 or +1 301 715 8592
Webinar ID: 830 6651 7935
Passcode: 372337
International numbers available: https://mwacademy.zoom.us/u/kbjHlPB1TN

CLICK HERE to access agenda in Spanish
HAGA CLIC AQUÍ para acceder a la agenda en español

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Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:
Elizabeth Martinez at emartinez@mwacademy.org or 510-227-9856.

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

Public Comment

- The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.
- Under Public Comment, members of the public may
  - Comment on items on the agenda
  - Comment on items not on the agenda
  - ***Presentations are limited to two minutes each***, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- ***While meetings are held virtually, speakers must submit a request to speak before 9:00 AM on the day of the board meeting.***
  - ***Send your request to speak by 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).*
    - *include your name so that you can be called when it is your turn to speak.*
  - *During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.*
- Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment.

If you have questions about the board agenda and materials or you are in need of disability-related
accommodations, please contact:
Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la
discapacidad, comuníquese con:

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

Please note that all agenda times are estimates.

Directors Present

Alicia Malet Klein (remote), Burak Gursel (remote), Carlos-Manuel Chavarria (remote), Esther Hugo (remote), Janis Glover (remote), Jessica Laughlin (remote), Layla Naranjo (remote), Margaret Watson (remote)

Directors Absent
None

Directors who left before the meeting adjourned
Layla Naranjo

Guests Present
Alton B. Nelson Jr. (remote), Ashley Yarbrough (remote), Elizabeth Martinez (remote), Evangelia Ward-Jackson (remote)

I. Opening Items

A. Call the Meeting to Order

Alicia Malet Klein called a meeting of the board of directors of Making Waves Academy to order on Thursday Jun 17, 2021 at 10:33 AM.

B. MWA Board accepts resignation of Maricela Navarro from the MWA Board

MWA Board accepts resignation of Maricela Navarro from the MWA Board who is stepping down after her daughter's graduation from Making Waves Academy.

C. Record Attendance

D. Closed Session

MWA Board adjourned from closed session, no action was taken.

E. Public Comment

No requests for public comments were received.

II. Standing Reports

A. Compliance to Excellence: Remarks by Board President

- MWA Board and MWA staff acknowledged Maricela Navarro's service as a board member.
- Board Candidate Ana Barron, parent of a student in the 20th Wave, was introduced.
- Alicia Malet Klein (Board President), Jessica Wind (chair of the DEI Advisory Committee), Layla Naranjo and Margaret Watson (chairs of the Culture and

Climate Advisory Committee) made comments regarding recent issues related to diversity, equity and inclusion.
- Board issued a commendation for 18th Wave graduate Gabriel Arteaga, who did not miss a single day in his eight years at MWA.

B. Mission Connection: Promotion and Graduation

Video recap of senior graduation was shared. The recording was suspended during this segment to protect the privacy of students.

C. Deep Dive: FY22 Budget

The CEO, CFO and Board President presented an analysis of next year's budget and board members asked questions. The presentation covered:

- Current year per-pupil spending at MWA
- FY22 Budget highlights
- Expenditure and revenue breakdowns, including proportions of government and philanthropic funding.

D. ASB Written Update

- Board asked questions about the written ASB update.
- Board asked for an update on clubs in the fall from ASB.

E. Senior School Director Written Report: Reflections on the Year

Board asked questions regarding the Senior School Director report and the Athletics Update from Jeff Hazel, MWA Athletics Director.

F. CEO Report

Board asked questions about the CEO report, which included reflections on the year and college acceptance data and trend analyses.

G. Q&A on Written Chief of Staff Report (COS)

Board asked questions about the Chief of Staff report, which focused on the results of the staff survey and next steps.
Board President noted for the recording that there were no requests for public comment for this board meeting.

H. Q&A on Written Finance Report (CFO)

There were no questions about the written finance report.

I. School Site Council (SSC) Written Update

Board members thanked SSC President Wells (not present) for the written report and her service. Questions about the report should be forwarded to Senior School Director, Dr. Evangelia Ward-Jackson.

III. Non-Action Items

A. Committee and Advisory Committee Updates

Board Member, Esther Hugo provided a summary of the spring Curriculum Review Advisory Committee and board asked questions. Presentation covered:

- schedule models
- extended learning opportunity grant information
- update on the Ethnic Studies CA requirement
- Math
- College and Career progress

Layla Naranjo left at 1:25 PM.
Board Member, Jess Laughlin provided an update on the work of the Diversity, Equity and Inclusion Advisory Committee. Draft proposals were shared for:

- Teaching and Learning
- HR Operations and Staff Culture
- Family Engagement
- Student Engagement

Board Member, Margaret Watson provided an update on the work of the Culture and Climate Advisory Committee.
Board members asked for the committee to explore opportunities for parent and student voice in relation to culture and climate.

B. Standing School Reopening Update

Board asked no questions regarding the Standing School Reopening Update. The key takeaway: all are planning for a full return to in-person learning in August.

C. CA Local Performance Indicators

Board engaged in discussion about the presentation slides that were included in the packet, including why the college and career readiness scores do not reflect our very high 4-year college matriculation rates.

IV. Action Items

A. Board Minutes: May 6th, 2021 Board Meeting

Esther Hugo made a motion to approve the minutes from May Board Meeting on 05-06-21.

Burak Gursel seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Margaret Watson	Aye
Burak Gursel	Aye
Esther Hugo	Aye
Carlos-Manuel Chavarria	Aye
Janis Glover	Aye
Alicia Malet Klein	Aye
Layla Naranjo	Absent
Jessica Laughlin	Aye

B. Accept Minutes for Committees and Advisory Committees

Jessica Laughlin made a motion to accept the minutes from Finance Advisory Committee on 05-13-21.
Margaret Watson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Margaret Watson	Aye
Burak Gursel	Aye
Esther Hugo	Aye
Alicia Malet Klein	Aye
Jessica Laughlin	Aye
Carlos-Manuel Chavarria	Aye
Janis Glover	Aye
Layla Naranjo	Absent

Jessica Laughlin made a motion to accept the minutes from Special Diversity, Equity and Inclusion Advisory Committee on 06-03-21.
Margaret Watson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Burak Gursel	Aye
Janis Glover	Aye
Alicia Malet Klein	Aye
Jessica Laughlin	Aye
Margaret Watson	Aye
Carlos-Manuel Chavarria	Aye
Esther Hugo	Aye
Layla Naranjo	Absent

C. Appointment of New Board Member

Margaret Watson made a motion to appoint Anabel Barron to the MWA Board.
Janis Glover seconded the motion.

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

Roll Call	
Carlos-Manuel Chavarria	Aye
Burak Gursel	Aye
Layla Naranjo	Absent
Alicia Malet Klein	Aye
Margaret Watson	Aye
Esther Hugo	Aye
Janis Glover	Aye
Jessica Laughlin	Aye

D. Single Plan for Student Achievement Adoption (SPSA)

Burak Gursel made a motion to approve the Single Plan for Student Achievement Adoption (SPSA).
Margaret Watson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Esther Hugo	Aye
Burak Gursel	Aye
Margaret Watson	Aye
Carlos-Manuel Chavarria	Aye
Janis Glover	Aye
Layla Naranjo	Absent
Jessica Laughlin	Aye
Alicia Malet Klein	Aye

E. 2021 LCFF Budget Overview for Parents

Esther Hugo made a motion to approve the 2021 LCFF Budget Overview for Parents.
Jessica Laughlin seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Esther Hugo	Aye
Carlos-Manuel Chavarria	Aye
Margaret Watson	Aye
Janis Glover	Aye
Jessica Laughlin	Aye
Layla Naranjo	Absent
Alicia Malet Klein	Aye
Burak Gursel	Aye

F. 2021 Local Control Accountability Plan (LCAP)

Margaret Watson made a motion to conditionally approve the 2021 Local Control Accountability Plan (LCAP).

Burak Gursel seconded the motion.

- Board acknowledged the numerous stakeholder opportunities that were held to complete the LCAP.
- Board also noted that it had received a letter regarding LCAP input related to translation and that it and leadership would assess current translation offerings, which surpass requirements as well as practices at most other schools, to see if there is an opportunity to feasibly strengthen services.
- Edits requested:
    - Page 2, clarify the graduation data–the tense should indicate that it is past data or the year should be corrected
    - Page 10, action and description do not match
    - Page 27-28, explore why activities are duplicated
    - Pages 40-41, explore why four subject areas have goals that match baselines

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

Roll Call	
Jessica Laughlin	Aye
Layla Naranjo	Absent
Burak Gursel	Aye
Carlos-Manuel Chavarria	Aye
Margaret Watson	Aye
Janis Glover	Aye
Esther Hugo	Aye
Alicia Malet Klein	Aye

G. 2021 Control and Accountability Plan/Learning and Continuity Plan Annual Update

Esther Hugo made a motion to approve the 2021 Control and Accountability Plan/Learning and Continuity Plan Annual Update.
Carlos-Manuel Chavarria seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Margaret Watson	Aye
Jessica Laughlin	Aye
Burak Gursel	Aye
Janis Glover	Aye
Carlos-Manuel Chavarria	Aye
Esther Hugo	Aye
Alicia Malet Klein	Aye
Layla Naranjo	Absent

H. FY2021-22 Budget

Burak Gursel made a motion to approve the FY2021-22 Budget.

Esther Hugo seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Burak Gursel	Aye
Alicia Malet Klein	Aye
Jessica Laughlin	Aye
Carlos-Manuel Chavarria	Aye
Margaret Watson	Aye
Layla Naranjo	Absent
Janis Glover	Aye
Esther Hugo	Aye

I. CharterSafe Insurance Renewal

Carlos-Manuel Chavarria made a motion to approve the CharterSafe Insurance Renewal.
Margaret Watson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Carlos-Manuel Chavarria	Aye
Jessica Laughlin	Aye
Burak Gursel	Aye
Esther Hugo	Aye
Layla Naranjo	Absent
Margaret Watson	Aye
Alicia Malet Klein	Aye
Janis Glover	Aye

J. Chase Bank Signers Resolution for Alicia M. Klein, Alton B. Nelson, Jr. , and Wallace Wei

Esther Hugo made a motion to approve the Chase Bank Signers Resolution for Alicia M. Klein, Alton B. Nelson, Jr. , and Wallace Wei.
Margaret Watson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Alicia Malet Klein	Aye
Margaret Watson	Aye
Esther Hugo	Aye
Jessica Laughlin	Aye
Carlos-Manuel Chavarria	Aye
Janis Glover	Aye
Layla Naranjo	Absent
Burak Gursel	Aye

K. Revision to Fiscal Control Policy

Esther Hugo made a motion to approve the Revision to Fiscal Control Policy.
Margaret Watson seconded the motion.
Board thanked CFO, Wallace Wei for his work on the revision.

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

Roll Call

Burak Gursel	Aye
Janis Glover	Aye
Jessica Laughlin	Aye
Layla Naranjo	Absent
Esther Hugo	Aye
Carlos-Manuel Chavarria	Aye
Alicia Malet Klein	Aye
Margaret Watson	Aye

L. Education Protection Account

Margaret Watson made a motion to approve the Education Protection Account.
Janis Glover seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Alicia Malet Klein	Aye
Esther Hugo	Aye
Layla Naranjo	Absent
Burak Gursel	Aye
Margaret Watson	Aye
Jessica Laughlin	Aye
Carlos-Manuel Chavarria	Aye
Janis Glover	Aye

M. RT Fisher Renewal

Esther Hugo made a motion to conditionally approve the RT Fisher Renewal.
Burak Gursel seconded the motion.
Conditional approval pending final review from CharterSafe.
The board **VOTED** to approve the motion.

Roll Call

Layla Naranjo	Absent
Alicia Malet Klein	Aye
Carlos-Manuel Chavarria	Aye
Esther Hugo	Aye
Burak Gursel	Aye
Janis Glover	Aye
Margaret Watson	Aye
Jessica Laughlin	Aye

N. Fruge Psychological Associates (FPA) Renewal

Margaret Watson made a motion to approve the Fruge Psychological Associates (FPA) Renewal.
Burak Gursel seconded the motion.
Conditional approval pending final review from CharterSafe and an edit to remove MWAS and replace with MWA.
The board **VOTED** to approve the motion.

Roll Call

Alicia Malet Klein	Aye
Jessica Laughlin	Aye
Layla Naranjo	Absent
Margaret Watson	Aye
Esther Hugo	Aye
Burak Gursel	Aye
Janis Glover	Aye
Carlos-Manuel Chavarria	Aye

O. Designation of North Coast Section, CIF Representatives

Esther Hugo made a motion to approve the Designation of North Coast Section, CIF Representatives.
Margaret Watson seconded the motion.

- CIF Representatives
  - Ward-Jackson
  - Nelson
  - Hazel
  - Rivera

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

Roll Call

Janis Glover	Aye
Margaret Watson	Aye
Carlos-Manuel Chavarria	Aye
Layla Naranjo	Absent
Jessica Laughlin	Aye
Esther Hugo	Aye
Alicia Malet Klein	Aye
Burak Gursel	Aye

P. Curious Cardinals Agreement

Margaret Watson made a motion to Curious Cardinals Agreement.
Esther Hugo seconded the motion.

Conditional approval pending final review from CharterSafe.
The board **VOTED** to approve the motion.

Roll Call

Layla Naranjo	Absent
Burak Gursel	Aye
Esther Hugo	Aye
Carlos-Manuel Chavarria	Aye
Margaret Watson	Aye
Janis Glover	Aye
Alicia Malet Klein	Aye
Jessica Laughlin	Aye

Q. CCCOE Teacher Induction Program Memorandum of Understanding

Burak Gursel made a motion to approve the CCCOE Teacher Induction Program Memorandum of Understanding not to exceed $45,000.
Margaret Watson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Layla Naranjo	Absent
Margaret Watson	Aye
Alicia Malet Klein	Aye
Jessica Laughlin	Aye
Burak Gursel	Aye
Carlos-Manuel Chavarria	Aye
Esther Hugo	Aye
Janis Glover	Aye

R. Pachecho's Cleaning Contract

Esther Hugo made a motion to approve Pachecho's Cleaning Contract.
Carlos-Manuel Chavarria seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Janis Glover	Aye
Margaret Watson	Aye
Burak Gursel	Aye
Esther Hugo	Aye
Alicia Malet Klein	Aye
Carlos-Manuel Chavarria	Aye
Layla Naranjo	Absent
Jessica Laughlin	Aye

S. Michael's Transportation

Janis Glover made a motion to approve the Michael's Transportation contract.

Burak Gursel seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Carlos-Manuel Chavarria	Aye
Margaret Watson	Aye
Esther Hugo	Aye
Layla Naranjo	Absent
Janis Glover	Aye
Alicia Malet Klein	Aye
Jessica Laughlin	Aye
Burak Gursel	Aye

T. Academic Calendar and Instructional Minutes for 2021-22

Margaret Watson made a motion to approve the Academic Calendar and Instructional Minutes for 2021-22.
Esther Hugo seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Esther Hugo	Aye
Margaret Watson	Aye
Layla Naranjo	Absent
Alicia Malet Klein	Aye
Janis Glover	Aye
Jessica Laughlin	Aye
Carlos-Manuel Chavarria	Aye
Burak Gursel	Aye

U. MWA Employee Handbook Addendum (Telework and Student Loan Repayment Policies)

Burak Gursel made a motion to approve the MWA Employee Handbook Addendum (Telework and Student Loan Repayment Policies).
Carlos-Manuel Chavarria seconded the motion.

- Student Loan Repayment Program was vetted by the Finance Advisory Committee

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

Roll Call	
Esther Hugo	Aye
Layla Naranjo	Absent
Alicia Malet Klein	Aye
Margaret Watson	Aye
Burak Gursel	Aye
Janis Glover	Aye
Carlos-Manuel Chavarria	Aye

Roll Call

Jessica Laughlin	Aye

V. Board Meeting Schedule for 2021-2022

Janis Glover made a motion to Board Meeting Schedule for 2021-2022.
Esther Hugo seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Esther Hugo	Aye
Janis Glover	Aye
Layla Naranjo	Absent
Margaret Watson	Aye
Burak Gursel	Aye
Alicia Malet Klein	Aye
Jessica Laughlin	Aye
Carlos-Manuel Chavarria	Aye

W. CEO Contract

Esther Hugo made a motion to approve the CEO Multi-Year Contract.
Burak Gursel seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Janis Glover	Aye
Layla Naranjo	Absent
Burak Gursel	Aye
Margaret Watson	Aye
Carlos-Manuel Chavarria	Aye
Jessica Laughlin	Aye
Esther Hugo	Aye
Alicia Malet Klein	Aye

X. NWEA MAP Growth Contract

Margaret Watson made a motion to approve the NWEA MAP Growth Contract.
Janis Glover seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Burak Gursel	Aye
Carlos-Manuel Chavarria	Aye
Layla Naranjo	Absent
Alicia Malet Klein	Aye
Jessica Laughlin	Aye
Margaret Watson	Aye
Janis Glover	Aye

Roll Call	
Esther Hugo	Aye

Y. Student-Parent/Guardian Handbook

Burak Gursel made a motion to approve the Student-Parent/Guardian Handbook.
Janis Glover seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Layla Naranjo	Absent
Burak Gursel	Aye
Esther Hugo	Aye
Carlos-Manuel Chavarria	Aye
Janis Glover	Aye
Alicia Malet Klein	Aye
Jessica Laughlin	Aye
Margaret Watson	Aye

V. Consent Action Items

A. Vote

Esther Hugo made a motion to approve the consent items in the amount of $337,188.53.
Janis Glover seconded the motion.
The board **VOTED** to approve the motion.

Roll Call	
Layla Naranjo	Absent
Esther Hugo	Aye
Alicia Malet Klein	Aye
Jessica Laughlin	Aye
Carlos-Manuel Chavarria	Aye
Janis Glover	Aye
Burak Gursel	Aye
Margaret Watson	Aye

B. PowerSchool Renewal

C. ANet Renewal

D. Instructure Renewal

E. Securly Renewal

F. Renaissance Place / Schoolzilla and Accelerated Reader

G.

APEX Renewal

H. Annual CPR Agreement

I. 15Five Renewal

J. Gaggle Renewal

K. Zoom Renewal

L. IXL Renewal

M. LBMS Renewal

N. DocuSign Renewal

O. Nob Hill Catering, Inc. Renewal

P. Cisco Smartnet Renewal

Q. SchoolMint Agreement for WCC Enrollment Module

R. Special Education Master Contract 2021-2022

VI. Closing Items

A. Schedule of Regular Board Meetings 2021-2022

- September 9, 2021, 10:30am-2:00pm
- October 14th, 2021, 4:00pm-7:30pm
- December 9th, 2021, 10:30am-2:00pm
- January 27th, 2022, 10:30am-2:00pm
- March 10th, 2022, 10:30am-2:00pm
- May 5th, 2022, 4:00pm-7:30pm
- June 16th, 2022, 10:30am-2:00pm

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:35 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Approve Minutes for Special Board Meeting

Section: IV. Action Items
Item: B. Approve Minutes for Special Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Board Meeting on August 11, 2021

APPROVED

Making Waves Academy

Minutes

Special Board Meeting

Date and Time
Wednesday August 11, 2021 at 5:00 PM

Location
Please click the link below to join the webinar:
https://mwacademy.zoom.us/j/82968824704?pwd=ZHlFYy85T2gwTlZzWVd5eTU4ZmhiUT09
Passcode: 071262
Or One tap mobile :
US: +16699006833,,82968824704#,,,,*071262#
or +12532158782,,82968824704#,,,,*071262#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799
Webinar ID: 829 6882 4704
Passcode: 071262
International numbers available: https://mwacademy.zoom.us/u/kbVhdw4uzY

If you have questions about the board agenda and materials or you are in need of disability-related accommodations, please contact:
Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:
Elizabeth Martinez at emartinez@mwacademy.org or 510-275-7331.

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

Public Comment

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.

In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment. ***Please note that all agenda times are estimates.***

Directors Present
Alicia Malet Klein (remote), Ana Barron (remote), Burak Gursel (remote), Esther Hugo (remote), Janis Glover (remote), Jessica Laughlin (remote), Layla Naranjo (remote), Margaret Watson (remote)

Directors Absent
Carlos-Manuel Chavarria

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

I. Opening Items

A. Call the Meeting to Order

Alicia Malet Klein called a meeting of the board of directors of Making Waves Academy to order on Wednesday Aug 11, 2021 at 5:05 PM.

B. Record Attendance and Guests

II. Action Items

A. T-Mobile ECF Contract

Jessica Laughlin made a motion to approve the T-Mobile ECF Contract.

Burak Gursel seconded the motion.
This funding opportunity will allow MWA to provide hotspots for students and faculty from July 1, 2020 to June 30, 2022.
The board **VOTED** unanimously to approve the motion.

Roll Call	
Ana Barron	Aye
Burak Gursel	Aye
Janis Glover	Aye
Esther Hugo	Aye
Carlos-Manuel Chavarria	Absent
Margaret Watson	Aye
Jessica Laughlin	Aye
Alicia Malet Klein	Aye
Layla Naranjo	Aye

B. CDW ECF Quote for Chromebooks

Esther Hugo made a motion to approve the CDW ECF Quote for Chromebooks.
Layla Naranjo seconded the motion.
This funding opportunity will allow MWA to provide Chromebooks for students July 1, 2020 to June 30, 2022.
The board **VOTED** unanimously to approve the motion.

Roll Call	
Burak Gursel	Aye
Layla Naranjo	Aye
Carlos-Manuel Chavarria	Absent
Janis Glover	Aye
Margaret Watson	Aye
Jessica Laughlin	Aye
Esther Hugo	Aye
Ana Barron	Aye
Alicia Malet Klein	Aye

C. Public Comments

No requests for public comments were made.

III. Closing Items

A. Schedule of Board of Directors Meetings 2021-2022

Schedule of Regular Board of Directors Meetings 2021-2022

- September 9, 2021, 10:30am-2:00pm
- October 14th, 2021, 4:00pm-7:30pm
- December 9th, 2020, 10:30am-2:00pm

- January 27th, 2022, 10:30am-2:00pm
- March 10th, 2022, 10:30am-2:00pm
- May 5th, 2022, 4:00pm-7:30pm
- June 16th, 2022, 10:30am-2:00pm

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:16 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Anchor Counseling Solutions Contract Renewal

Section: IV. Action Items
Item: C. Anchor Counseling Solutions Contract Renewal
Purpose: Vote
Submitted by: Karen Snider
Related Material:
MWA Anchor 2021-2022 Master Contract Signed Anchor. MWA Needs to Sign.docx
Anchor Counseling AICertificate.Making Waves Academy.2021-22.pdf
Anchor Counseling & Education Solutions Fees for Service 2021-2022 (1).pdf

BACKGROUND:
Anchor Solutions provides MWA with school psychology evaluations, behavior specialist support, educationally related mental health evaluations, speech and language therapy, speech and language student case load management, and RSP teacher vacancy caseload management.

RECOMMENDATION:
Approval of renewal of 2021-22 AY nonpublic agency contract.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2021-2022

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA MAKING WAVES ACADEMY

Contract Year 2021-2022

_____ 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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2021-2022 **CONTRACT NUMBER:**

LOCAL EDUCATION AGENCY: Making Waves Academy
NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Anchor Counseling & Education Solutions, LLC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2021, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the EDCOE SELPA and Anchor Counseling & Education Solutions (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (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 and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement 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 NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS 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 NPS/A. All NPS/A 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 NPS/A 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, 2021 to June 30, 2022 (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. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (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 ISA 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 or by written agreement between the parent and LEA. 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 NPS/A.

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 NPS/A. 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 this Contract, unless otherwise specified in this 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 NPS/A 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 "Contract" 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; behavior emergency reports (BER); incident reports; notification of injuries; 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 NPS/A 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, BER's, incident reports, notification of injuries and all other relevant 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 ISA 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 Contract, 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**, which shall be written on an occurrence basis to include coverage for ~~including both~~ bodily injury, personal and advertising injury, ~~and~~ property damage, and contractual liability at least as broad as that provided by ISO Form CG 00 01. The policy shall have the following minimum ~~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

Sexual Abuse and Molestation. The policy ~~may~~ shall not contain an exclusion for coverage of claims arising from ~~claims for sexual molestation or abuse~~Sexual Abuse and Molestation. In the event that CONTRACTOR's Commercial General Liability policy should have an exclusion for ~~sexual~~ Sexual ~~molestation~~ Molestation or ~~abuse~~ Abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage with limits of not less than $2,000,000 per occurrence or claim and $2,000,000 in the aggregate.~~.~~

B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR 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 per accident 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:

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

Sexual Abuse & Molestation: $2,000,000 per claim/aggregate.

The Sexual Abuse & Molestation policy shall be endorsed to name the LEA, its officials, its subsidiaries, employees, and the Board of Education as additional insureds.

Commented [DS1]: Note: the limits for SAM coverage should match what is required above – i.e. $2M per occurrence and $2M aggregate.

ADDITIONAL INSURANCE REQUIREMENTS

AF. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and applicable endorsements evidencing such coverage. ~~The certificate of insurance shall include a ten (10) day non-renewal notice provision.~~ Acceptance of CONTRACTOR'S Certificates of Insurance shall not relieve CONTRACTOR of the insurance requirements nor decrease the liability of CONTRACTOR under this Agreement. It is CONTRACTOR'S responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the LEA to obtain proof of the insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the LEA, in this or any regard.

B. The Commercial General Liability, including Sexual Abuse & Molestation, and Automobile Liability policy shall be endorsed to name the LEA, its officials, its subsidiaries, employees, and the Board of Education as additional insureds's for all ongoing and completed operations. ~~premiums~~ 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.

C. 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.

D. 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.

E. 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.

F. Any Umbrella or Excess insurance shall also apply on a primary and non-contributory basis for the benefit of the LEA, before the LEA's own insurance or self-insurance shall be called upon to protect it as a Named Insured.

G. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of CONTRACTOR hereunder.

H. A severability of interest provision must apply for the additional insureds, ensuring that CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

I. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the LEA. If such coverage is canceled or materially reduced, CONTRACTOR shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the LEA evidence of

Commented [DS2]: Most Certificates do not provide such language, and even if the statement is made on the certificate, it is of little value as the certificate cannot be used to enforce a particular policy provision. Recommend having a separate provision in the agreement stating" No policy shall be canceled or non-renewed without a minimum of twenty (20) days prior written notice to the LEA, except where cancellation is due to the non-payment of premium, in which event ten (10) days prior written notice shall be required."

insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. No policy required to be maintained by CONTRACTOR shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to the LEA, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided

J. If any coverage is maintained on a claims-made basis, the following shall apply:
(a).The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
(b). Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
(c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after completion of the contract services.

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

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

A. **Commercial General Liability** which shall be written on an occurrence basis to include coverage for ~~including both bodily~~ injury, personal and advertising injury, ~~and~~ property damage, and contractual liability as broad as that provided by ISO Form CG 00 01 with the following minimum limits ~~as follows~~:

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

Sexual Abuse and Molestation. The policy shall not contain an exclusion for coverage of claims arising from Sexual Abuse and Molestation. In the event that CONTRACTOR's Commercial General Liability policy should have an exclusion for Sexual Molestation or Abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage with limits of not less than $2,000,000 per occurrence or claim and $2,000,000 in the aggregate.

The Commercial General Liability, including Sexual Abuse & Molestation Liability, coverage form shall be endorsed to name the LEA, its officials, its subsidiaries, employees, and the Board of Education additional insureds for all ongoing and completed operations.

K. The Commercial General Liability policy, including Sexual Abuse & Molestation Liability, policy shall be endorsed to name the LEA, its officials, subsidiaries, employees, and the Board of Education as ~~named~~ additional insured for all ongoing and completed operations and shall provide specifically that the policy shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees despite any conflicting provisions in RTC's policy. 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.
~~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.

Commented [DS3]: Moved to "Additional Insurance Requirements."

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~~ accident 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~~accident.

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/claim 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. The policy shall be endorsed to name the LEA, its officials, its subsidiaries, employees, and the Board of Education as additional insureds.

Commented [DS4]: Coverage could be included as part of the policy – and not necessarily requiring an endorsement.

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.

ADDITIONAL INSURANCE REQUIREMENTS

A. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance and applicable endorsements evidencing such coverage. Acceptance of CONTRACTOR'S Certificates of Insurance shall not relieve CONTRACTOR of the insurance requirements nor decrease the liability of CONTRACTOR under this Agreement. It is CONTRACTOR'S responsibility to ensure its compliance with these insurance requirements. Any actual or alleged failure on the part of the LEA to obtain proof of the insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the LEA, in this or any regard.

L. The Commercial General Liability, including Sexual Abuse & Molestation, and Automobile Liability policies shall be endorsed to name the LEA, its officials, its subsidiaries, employees, and the Board of Education additional insureds for all ongoing and completed operations. 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.

M. 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.

N. 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.

O. 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.

P. Any Umbrella or Excess insurance shall also apply on a primary and non-contributory basis for the benefit of the LEA, before the LEA's own insurance or self-insurance shall be called upon to protect it as a Named Insured.

Q. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of CONTRACTOR hereunder.

R. A severability of interest provision must apply for the additional insureds, ensuring that CONTRACTOR'S insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limits.

S. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the LEA. If such coverage is canceled or materially reduced, CONTRACTOR shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the LEA evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. No policy required to be maintained by CONTRACTOR shall be canceled and not replaced with equivalent coverage without thirty (30) days prior written notice to the LEA, unless cancellation is due to the non-payment of premium, in which case, ten (10) days prior written notice shall be provided

T. If any coverage is maintained on a claims-made basis, the following shall apply:
(a).The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
(b). Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
(c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after completion of the contract services.

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 Contract 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 Contract 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 NPA, 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 is or 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)

The 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 NPS/A 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 NPS. 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 NPS/A 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*..

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices 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 NPS: (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 NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA 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 (LCI), 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. 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 NPA, 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 NPS, 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 NPA 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 NPS, 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 NPS 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 NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure 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 NPA.

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 NPS, 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 NPS 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 NPA, 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 NPA 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 NPS/A 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 NPS, 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, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

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

Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

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

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

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

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

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of

physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

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

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

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 NPS; 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 LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR 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/NPA, the NPS/NPA and LEA 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 NPS 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 NPA 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 NPS, 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 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 consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure 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.

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 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 NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a 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., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS 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 NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS 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 NPS, 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 NPS, 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 or 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 NPS, 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 NPS, 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 NPS/A. 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 NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An

administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

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 NPA 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 NPS/A 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 NPS/A 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 NPS, 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. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

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

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

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

shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

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

57. RIGHT TO WITHHOLD PAYMENT

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

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

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

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

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

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

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

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA 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 NPA, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. 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 NPS/A 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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2021 and terminates at 5:00 P.M. on June 30, 2022, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
_____ Academy _____	Making Waves
Nonpublic School/Agency	**LEA Name**
By: _____	**By:** _____
Signature Date	**Signature Date**
_____ CEO _____	Alton Nelson,
Name and Title of Authorized Representative	**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
Name and Title Guillermo Valdez, CEO	**Name and Title** Karen Snider, Director of SPED
Nonpublic School/Agency/Related Service Provider Anchor Counseling & Education Solutions, LLC	**LEA** Making Waves Academy
Address 19200 Von Karman Ave Suite 600	**Address** 4123 Lakeside Dr.
City State Zip Irvine CA 92612	**City State Zip** Richmond, CA 94806
Phone Fax 949-345-9459	**Phone Fax** 510-551-9988
Email admin@anchorcounseling.solutions	**Email** ksnider@mwacademy.org

Additional LEA Notification
(Required if completed)

Name and Title
Address
City State Zip
Phone Fax
Email

EXHIBIT A: 2021-2022 RATES- Please see attached Rate Sheet for 2021-2022 School year rates

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____
The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO:_____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

2) Inclusive Education Program
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	$125	2021-2022
Language and Speech (415)	$150	2021-2022
Adapted Physical Education (425)		
Health and Nursing: Specialized Physical Health Care (435)		
Health and Nursing: Other Services (436)		
Assistive Technology Services (445)		
Occupational Therapy (450)	$150	2021-2022
Physical Therapy (460)		
Individual Counseling (510)	$85	2021-2022
Counseling and Guidance (515)	$75	2021-2022
Parent Counseling (520)	$130	2021-2022
Social Work Services (525)		
Psychological Services (530)		
Behavior Intervention Services (535)	$125	2021-2022
Specialized Services for Low Incidence Disabilities (610)		

Specialized Deaf and Hard of Hearing (710)		
Interpreter Services (715)	$85	2021-2022
Audiological Services (720)		
Specialized Vision Services (725)		
Orientation and Mobility (730)		
Specialized Orthopedic Services (740)		
Reader Services (745)		
Transcription Services (755)		
Recreation Services, Including Therapeutic (760)		
College Awareness (820)		
Work Experience Education (850)		
Job Coaching (855)		
Mentoring (860)		
Travel Training (870)		
Other Transition Services (890)		
Other (900) Assessment – (SLP/OT/ERMHS/Psychoed)	$2,000	2021-2022
Other (900)		

EXHIBIT B: 2021-2022 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 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, 2022, 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							

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				
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
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)							

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				
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $ _____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

Anchor Counseling & Education Solutions, LLC

(Name of Nonpublic School/Agency)

Guillermo Valdez

(Signature) (Date)

Guillermo Valdez, CEO

(Name and Title)

-LEA/SELPA-

(Name of LEA/SELPA)

(Signature) (Date)

(Name of Superintendent or Authorized Designee)

Certificate of Liability Insurance

Date Issued: 08/09/2021

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058
Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: Anchor Counseling & Education Solutions, LLC

Guillermo Valdez II
19200 Von Karman Ave, Suite 600
Irvine, CA 92612

Policy Number: E180326

Policy Term: 06/27/2021 to 06/27/2022

Covered Locations

Professional Liability: Portable coverage, not location specific
General Liability Insured Location(s):

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	**$ 1,000,000**	**$ 5,000,000**
Supplemental Liability	**$ 1,000,000**	**$ 5,000,000**
Licensing Board Defense	**$ 100,000**	**$ 100,000**
Commercial General Liability ▫ *Fire/Water Legal Liability*	**$ 1,000,000** **$ 250,000**	**$ 3,000,000** **$ 250,000**
Business Personal Property	**$ 15,000**	**$ 15,000**
Vicarious Sexual Misconduct	**$ 1,000,000**	**$ 1,000,000**
Non-Owned Auto	**$ 1,000,000**	**$ 1,000,000**
Cyber Liability (Claims Made Form) Retroactive Date: 06/27/2017	**$ 25,000**	**$ 25,000**

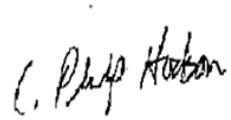
Comments/Special Descriptions:

Certificate Holder

Making Waves Academy
Karen Snider
4123 Lakeside Dr
Richmond, CA 94806

☒ **Certificate Holder has been added as an additional insured**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.



Authorized Representative
C. Philip Hodson

Anchor Counseling & Education Solutions, LLC
Fees for Service
2021-2022

Services	Hourly Fees	Additional information
Assessments		
Psycho-educational Assessment	**$1850**	$1850 flat rate for complete psychoeducational assessment report within 60 days deadline which includes complete record review, data collection, observation, and detailed report.
	$2000	**Flat rate less than 45 days**
	$2500	**Flat rate less than 30 days**
	$3000	**Flat rate less than 15 days**
Educationally Related Mental Health Services (ERMHS) or Educationally Related Intensive Counseling (ERICS)	$1850 Flat Rate	$1850 for complete ERMHS report within 60 days deadline which includes complete record review, data collection, observation, and detailed report
	$2000	**Flat rate less than 45 days**
	$2500	**Flat rate less than 30 days**
	$3000	**Flat rate less than 15 days**
Functional Behavioral Assessment/ Record Review & Report Writing	$1850 Flat Rate	$1850 for complete FBA within 60 days deadline which includes data collection, observation, and detailed report.
	$2000	**Flat rate less than 45 days**
	$2500	**Flat rate less than 30 days**
	$3000	**Flat rate less than 15 days**
Speech and Language Assessment/ Record Review & Report Writing	$1850 Flat Rate	$1850 for complete SLP report within 60 days deadline which includes complete record review, data collection, observation, and detailed report.
	$2000	**Flat rate less than 45 days**
	$2500	**Flat rate less than 30 days**
	$3000	**Flat rate less than 15 days**
Independent Educational Evaluation	$3500 Flat Rate	Comprehensive IEE
	$4500	**Flat rate less than 30 days**
	$6000	**Flat rate less than 15 days**
Social Emotional Services		Services listed from (LRE) Least Restrictive Service to more restrictive based on student need
Creation of Behavioral Contract/ Contingency plan	$125/hr	All services rendered by Board Certified Behavioral Analyst or by individuals with commensurate experience.
Formulation of Social Story/ Behavioral Checklists	$125/ hr	All services rendered by Board Certified Behavioral Analyst or by individuals with commensurate experience.
BII- Behavioral Intervention Implementation	$125/ hr	All behavior intervention will be implemented by BII and will be supervised by Anchor BID

BII- Group	$75/hr	Per person, max up to 5 students
Social Emotional Services		Services listed from (LRE) Least Restrictive Service to more restrictive based on student need
(DIS) Designated Instructional Services - Consultation	$85/hr	Pay rates for therapists vary based on the geographical location and therapist's experience, education and training.
(DIS) Designated Instructional Services - Group counseling	$75/hr	Per student, per hour max up to 6 students.
(DIS) Designated Instructional Services – Individual Counseling	$85/hr	Individual services provided by Pupil Personnel Services Credentialed individual
(ERMHS) Educationally Related Mental Health Services- Consultation	$130/hr	Consultation services to determine if Social Emotional struggles negatively impact academic functioning and thus warrant mental health / counseling support services to teachers, parents, learning coaches, and administration.
(ERMHS) Educationally Related Mental Health Services-Group services	$85/hr per student	Flat rate per group, max up to 6 students. Services include a counseling / treatment plan that seeks to remove social emotional challenges which impede the student's ability to function optimally across settings home, school, and the community.
(ERMHS) Educationally Related Mental Health Services- Family services	$130/hr	Services include parent counseling, parenting skills training, implementation, monitoring, and supervision of behavior management systems.
(ERMHS) Educationally Related Mental Health Services- Individual	$130/hr	Services include a counseling / treatment plan that seeks to remove social emotional challenges which impede the student's ability to function optimally across settings home, school, and the community.
(OT) Occupational Therapy	$150/ hr	Services include counseling / treatment plan that seeks to remove the social emotional or physical challenges which impede the student's ability to function optimally across settings.
(OT) Occupational Therapy Group	$100/ her per student	Flat rate per group, max up to 6 students.
(SLP) Speech and Language Services	$150/hr	Services include parent counseling, record review, attendance at IEP meetings as well as direct services
ED Specialist	$85.00/ hr	Writing IEP's, SAI teaching, Case Management
LEA Services	$150/hr	Serving as LEA or Administrator in an IEP meeting
Trainings / Workshops		
Supervision of Trainees and Interns	$125/hr	Supervisory services for BBS registered interns as well as students who are currently in Graduate traineeship programs.
Behavioral Management Trainings / Workshop (Up to 30 participants)	$200/hr	$1000 per ½ day (4 hours) $1500 per day (8 hours) $1200 per day for multiple days
Crisis Prevention Intervention Training (10 to 30 participants)		$1500 per day (12 hours required for certification) $1200 per day for multiple days
IEP services		
Ed Specialist	$85/hr	Review of records, writing, facilitating and editing IEP documents
Admin/LEA services	$150/hr	Conducting, facilitating, IEP meetings on schools behalf.

Indirect services		
Review of Records	$125/hr	Review of Psychoeducational Report by other agencies/providers, Review of (BIP) Behavior Intervention Plan, Review of (FBA) Functional Behavioral Assessments, Review of (ERMHS) Educationally Related Mental Health Services where recommendations for next steps may be made.
Attendance at IEP for consultation purposes	$100/hr	Attendance at IEP staffing meetings or IEP meetings to discuss potential next steps or consultation for next step recommendations for goals or services.
Initial Behavioral Consultation	$100/hr	Includes initial assessments: FAST (Functional Assessment Screening Tool), Reinforcement Survey, and determination of appropriate placement
No Show Policy		All services will be billed for the 1st hour at the applicable service rate
Translation/Interpreting		
Translation	$85/ hr	Translating into/ from Spanish for IEP's, Tele-translating into Spanish, Virtual-translating, Initial Consultation
	$.25 word	Translation (Per target word)
Travel & Fees		
Mileage	.58 per mile	
For Face to Face Services	**$25 dollars**	**Will be applied per hour for all in-person, Face to Face services**
Drive Time for Assessors	$125	Some assessors will prefer to be paid for Drive time

Coversheet

Catalyst Seneca

Section: IV. Action Items
Item: D. Catalyst Seneca
Purpose: Vote
Submitted by: Karen Snider
Related Material: NPS - Making Waves Academy - JMG-signed by MWA.pdf

BACKGROUND:
Continuation of Non-Public School Placement for a Making Waves student with an IEP at Catalyst Seneca. School provides student with extensive mental health services and individual special needs support not currently available at MWA.

RECOMMENDATION:
Approval of renewal of Catalyst NPS contract.

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 07/01/2021 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, 2022, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Making Waves Academy Nonpublic School Seneca Family of Agencies

LEA Case Manager: Name Marie Castro, RSP teacher Karen Snider, Director of Special Education Phone Number 510-551-9988

Pupil Name Mejia Gomez (Last) Jade (First) (M.I.) Sex: ☐ M ☒ F Grade: 12th

Address 149 South 9th Street City Richmond State/Zip CA 94804

DOB 07/28/2003 Residential Setting: ☒ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian Erica Mejia Phone (510) 932--4102 (Residence) ( ) _____ (Business)

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

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be: 240 during the regular school year
   240 during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are: 189 during the regular school year
   29 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: $210.00

   Estimated Number of Days 218 **x Daily Rate** $210 **= PROJECTED BASIC EDUCATION COSTS** $45,780.00

   B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		X		50 min/week	Cost Billed to Medi-Cal		0.00
Counseling and guidance (515).		X		50 min/week	Cost Billed to Medi-Cal		0.00
Parent Counseling (520)		X		50 min/month	Cost Billed to Medi-Cal		0.00
Social Work Services (525)							
Psychological Services (530)							

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				
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other: **NPS ERMHS**							

ESTIMATED MAXIMUM RELATED SERVICES COST$ $0.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS$ $45,780.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6.Progress Reporting Requirements: _____ Quarterly ___ Monthly X ___ Other (Specify) NPS Quarterly Calendar

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-
Seneca Family of Agencies	Making Waves Academy/El Dorado Charter SELPA
(Name of Nonpublic School/Agency)	(Name of LEA/SELPA)
Jamie Tang 6/21/2021	DocuSigned by: Alton B. Nelson, Jr. E5A2870BBC504AD... 8/6/2021
(Signature) (Date)	(Signature) (Date)
Jamie Tang, Controller	Alton B. Nelson, Jr.
(Name and Title)	(Name of Superintendent or Authorized Designee)

Coversheet

FY21 Unaudited Actuals Report

Section: IV. Action Items
Item: E. FY21 Unaudited Actuals Report
Purpose: Vote
Submitted by:
Related Material: Making Waves Academy FY2020-21 Unaudited Actuals.pdf
Central Office FY2020-21 Unaudited Actuals.pdf

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021

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

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

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

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

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	5,238,473.00		5,238,473.00
Education Protection Account State Aid - Current Year	8012	2,610,491.00		2,610,491.00
State Aid - Prior Years	8019			0.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	3,097,877.00		3,097,877.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		10,946,841.00	0.00	10,946,841.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290			0.00
Special Education - Federal	8181, 8182		135,040.00	135,040.00
Child Nutrition - Federal	8220		342,449.00	342,449.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299		1,588,720.00	1,588,720.00
Total, Federal Revenues		0.00	2,066,209.00	2,066,209.00
3. Other State Revenues				
Special Education - State	StateRevSE		678,600.00	678,600.00
All Other State Revenues	StateRevAO	261,600.00	1,274,260.00	1,535,860.00
Total, Other State Revenues		261,600.00	1,952,860.00	2,214,460.00
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	8,384,116.00	303,408.00	8,687,524.00
Total, Local Revenues		8,384,116.00	303,408.00	8,687,524.00
5. TOTAL REVENUES		19,592,557.00	4,322,477.00	23,915,034.00
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	3,364,265.00	731,905.00	4,096,170.00
Certificated Pupil Support Salaries	1200	616,192.00		616,192.00
Certificated Supervisors' and Administrators' Salaries	1300	1,294,583.00		1,294,583.00
Other Certificated Salaries	1900	96,634.00	240,010.00	336,644.00
Total, Certificated Salaries		5,371,674.00	971,915.00	6,343,589.00
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	271,378.00	202,041.00	473,419.00
Noncertificated Support Salaries	2200	593,055.00		593,055.00
Noncertificated Supervisors' and Administrators' Salaries	2300	627,195.00		627,195.00
Clerical, Technical and Office Salaries	2400	487,169.00		487,169.00
Other Noncertificated Salaries	2900	86,252.00		86,252.00
Total, Noncertificated Salaries		2,065,049.00	202,041.00	2,267,090.00

CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2020 to June 30, 2021

Charter School Name: Making Waves Academy

CDS #: 07100740114470

Description	Object Code	Unrestricted	Restricted	Total
3. Employee Benefits				
STRS	3101-3102	1,343,290.00		1,343,290.00
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	306,655.00		306,655.00
Health and Welfare Benefits	3401-3402	1,342,387.00		1,342,387.00
Unemployment Insurance	3501-3502	64,784.00		64,784.00
Workers' Compensation Insurance	3601-3602	109,489.00		109,489.00
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	1,518,339.00		1,518,339.00
Total, Employee Benefits		4,684,944.00	0.00	4,684,944.00
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	149,671.00		149,671.00
Books and Other Reference Materials	4200			0.00
Materials and Supplies	4300	119,101.00	37,668.00	156,769.00
Noncapitalized Equipment	4400	41,669.00	847,266.00	888,935.00
Food	4700			0.00
Total, Books and Supplies		310,441.00	884,934.00	1,195,375.00
5. Services and Other Operating Expenditures				
Subagreements for Services	5100	0.00		0.00
Travel and Conferences	5200	4,164.00	42,934.00	47,098.00
Dues and Memberships	5300	5,543.00		5,543.00
Insurance	5400	177,505.00		177,505.00
Operations and Housekeeping Services	5500	421,927.00		421,927.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	799,331.00	1,038,719.00	1,838,050.00
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	2,839,701.00	672,794.00	3,512,495.00
Communications	5900			0.00
Total, Services and Other Operating Expenditures		4,248,171.00	1,754,447.00	6,002,618.00
6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Depreciation Expense (accrual basis only)	6900			0.00
Total, Capital Outlay		0.00	0.00	0.00
7. Other Outgo				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
8. TOTAL EXPENDITURES		16,680,279.00	3,813,337.00	20,493,616.00

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021

Charter School Name: Making Waves Academy

CDS #: 07100740114470

Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		2,912,278.00	509,140.00	3,421,418.00
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)		2,912,278.00	509,140.00	3,421,418.00
F. FUND BALANCE / NET POSITION				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	2,771,552.00	(509,140.00)	2,262,412.00
b. Adjustments/Restatements	9793, 9795			0.00
c. Adjusted Beginning Fund Balance /Net Position		2,771,552.00	(509,140.00)	2,262,412.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		5,683,830.00	0.00	5,683,830.00
Components of Ending Fund Balance (Modified Accrual Basis only)				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
3. Components of Ending Net Position (Accrual Basis only)				
a. Net Investment in Capital Assets	9796	0.00		0.00
b. Restricted Net Position	9797			0.00
c. Unrestricted Net Position	9790A	5,683,830.00	0.00	5,683,830.00

CHARTER SCHOOL UNAUDITED ACTUALS

FINANCIAL REPORT -- ALTERNATIVE FORM

July 1, 2020 to June 30, 2021

Charter School Name: Making Waves Academy

CDS #: 07100740114470

Description	Object Code	Unrestricted	Restricted	Total
G. ASSETS				
1. Cash				
In County Treasury	9110			0.00
Fair Value Adjustment to Cash in County Treasury	9111			0.00
In Banks	9120	2,876,150.00		2,876,150.00
In Revolving Fund	9130			0.00
With Fiscal Agent/Trustee	9135			0.00
Collections Awaiting Deposit	9140			0.00
2. Investments	9150			0.00
3. Accounts Receivable	9200	4,356,802.00		4,356,802.00
4. Due from Grantor Governments	9290			0.00
5. Stores	9320			0.00
6. Prepaid Expenditures (Expenses)	9330	352,958.00		352,958.00
7. Other Current Assets	9340			0.00
8. Capital Assets (accrual basis only)	9400-9489	305,896.00		305,896.00
9. TOTAL ASSETS		7,891,806.00	0.00	7,891,806.00
H. DEFERRED OUTFLOWS OF RESOURCES				
1. Deferred Outflows of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I. LIABILITIES				
1. Accounts Payable	9500	314,690.00		314,690.00
2. Due to Grantor Governments	9590			0.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650	1,893,282.00		1,893,282.00
5. Long-Term Liabilities (accrual basis only)	9660-9669			0.00
6. TOTAL LIABILITIES		2,207,972.00	0.00	2,207,972.00
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources	9690			0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2) (must agree with Line F2)		5,683,834.00	0.00	5,683,834.00

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021

Charter School Name: Making Waves Academy
CDS #: 07100740114470

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

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

1. Federal Revenue Used for Capital Outlay and Debt Service

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

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

2. Community Services Expenditures

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

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

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2020 to June 30, 2021

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 2019-20 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 2022-23.

a.	Total Expenditures (B8)	20,493,616.00
b.	Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	2,066,209.00
c.	Subtotal of State & Local Expenditures [a minus b]	18,427,407.00
d.	Less Community Services [L2 Total]	0.00
e.	Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total]	0.00
	TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e]	$ 18,427,407.00

Making Waves Academy
FY2021

MWA Central Office
Unaudited Actual
Version 1

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	A	B	F	H	K	L	M
2	**Account #**	**Account Title**	**Unaudited Actual FY21 (A)**	**FY2021 2nd Interim Budget (C)**	**Variance FY21 Unaudited Actual vs. FY21 2nd Interim (A-C)**	**% Variance (A) vs. (C)**	**Notes**
3		**Income**					
29	8981	John Regina Scully (JRS)	2,257,889	2,509,348	(251,459)	-10%	
33	INCO.INC	Central Office (Revenue from Shared Services Allocation)	1,068,714	1,068,714	-	0%	
34		**Total Income**	**3,326,603**	**3,578,062**	**(251,459)**	**-7%**	
35							
39							
40		**Expenses**					
45	1409	Certificated Special Temporary COLA Bonus	176,000	176,000	-	0%	
47	2100	Classified Instructional Aide Salaries	-	-	-		
49	2300	Classified Supervisor & Administrator Salaries	1,737,724	1,724,315	13,409	1%	
50	2400	Classified Clerical and Office Salaries	132,674	131,965	709	1%	
52		**Total Salaries**	**2,046,398**	**2,032,280**	**14,118**	**1%**	
53	3101	Certificated STRS	58,787	74,506	(15,719)	-21%	
54	3301	Certificated Social Security/Medicare	122,209	120,154	2,055	2%	
55	3401	Certificated Health & Welfare Benefits	259,965	228,772	31,193	14%	Actual premiums for staff are higher than the budget
56	3501	Certificated Unemployment Insurance	15,487	10,161	5,326	52%	
57	3601	Certificated Workers Comp Insurance	23,888	26,420	(2,532)	-10%	
58	3701	Certificated Retirement Match	55,714	61,319	(5,605)	-9%	
59	3999	Accrued Paid Time Off	24,468	100,246	(75,778)	-76%	Fewer staff members use their PTOs during the pandemic
60		**Total Benefits**	**560,518**	**621,579**	**(61,061)**	**-10%**	
61		**Total Salaries & Benefits**	**2,606,916**	**2,653,858**	**(46,942)**	**-2%**	
62							

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Making Waves Academy
FY2021

MWA Central Office
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Version 1

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	A	B	F	H	K	L	M
2	**Account #**	**Account Title**	**Unaudited Actual FY21 (A)**	**FY2021 2nd Interim Budget (C)**	**Variance FY21 Unaudited Actual vs. FY21 2nd Interim (A-C)**	**% Variance (A) vs. (C)**	**Notes**
64	4200	Books and Other Reference Materials	-	2,500	(2,500)	-100%	
67	4330	Office Supplies	2,996	8,350	(5,354)	-64%	
68	4390	Other Food	-	800	(800)	-100%	
69	4410	Furniture, Equipment & Supplies (non-capitalized)	-	1,500	(1,500)	-100%	
70	4420	Computers and IT Supplies (non-capitalized)	1,877	7,540	(5,663)	-75%	
73	4990	Contingency	-	25,000	(25,000)	-100%	
74		**Total Supplies**	**4,873**	**45,690**	**(40,817)**	**-89%**	
75	5210	Conference Fees	8,279	28,345	(20,066)	-71%	Less Conference and Professional Development due to pandemic
76	5215	Travel - Mileage, Parking, Tolls	54	4,750	(4,696)	-99%	
77	5220	Travel - Airfare & Lodging	68	4,600	(4,532)	-99%	
78	5225	Travel - Meals & Entertainment	-	2,850	(2,850)	-100%	
79	5305	Professional Dues & Memberships	21,124	28,049	(6,925)	-25%	
85	5605	Equipment Leases and Rentals	4,729	6,200	(1,471)	-24%	
86	5610	Occupancy Rent	-	-	-		
87	5612	Additional Facilities Use Fees	-	-	-		
91	5803	Accounting Fees	29,032	30,000	(968)	-3%	
92	5804	Legal Fees	94,502	70,000	24,502	35%	Legal review of contracts and COVID-19 related legal guidance
95	5810	Contracted Services	315,155	351,000	(35,845)	-10%	Less contracted service and student information & assessment service needed during the school closure
97	5810.002	Student Information & Assessment	28,641	61,500	(32,859)	-53%	
99	5810.004	Intervention & Consultation	-	5,250	(5,250)	-100%	
100	5810.005	Psychological Services	-	5,000	(5,000)	-100%	
103	5810.008	Information Technology	62,763	109,770	(47,007)	-43%	Less IT contract service needed during school closure
107	5820	Recruiting - Students	10,357	10,000	357	4%	
108	5821	Printing and Reproduction	2,540	1,500	1,040	69%	
110	5850	Staff Recruitment	57,594	83,200	(25,606)	-31%	Less staff recruitment outreach expense due to pandemic
111	5851	Professional Development	13,747	15,000	(1,253)	-8%	
112	5853	Payroll Processing Fees	44,502	38,000	6,502	17%	
115	5905	Company Cell Phones	10,184	16,000	(5,816)	-36%	
116	5910	Internet and Wifi	8,750	4,300	4,450	103%	
117	5915	Postage and Delivery	2,482	2,200	282	13%	
119	5992	Bank fees	90	1,000	(910)	-91%	
122		**Total Contract Services**	**714,814**	**878,514**	**(163,700)**	**-19%**	

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	A	B	F	H	K	L	M
2	**Account #**	**Account Title**	**Unaudited Actual FY21 (A)**	**FY2021 2nd Interim Budget (C)**	**Variance FY21 Unaudited Actual vs. FY21 2nd Interim (A-C)**	**% Variance (A) vs. (C)**	**Notes**
123							
124		Total Salaries & Benefits	2,606,916	2,653,858	(46,942)	-2%	
125		Total Supplies	4,873	45,690	(40,817)	-89%	
126		Total Contract Services	714,814	878,514	(163,700)	-19%	
127		**Total Expenses**	**3,326,603**	**3,578,062**	**(251,459)**	**-7%**	
128							

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Coversheet

Education Protection Account (EPA)

Section: IV. Action Items
Item: F. Education Protection Account (EPA)
Purpose: Vote
Submitted by: Hung Mai
Related Material: Education Protection Account - Board Resolution - 2021-22-6.9.2021.pdf
Education Protection Account - Spending Plan 2021-22-6.9.2021.pdf

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

Making Waves Academy

Resolution Number: 2021-22-03

Board Meeting:

September 9, 2021

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 9, 2021.

I, Alicia Klein, Board Chair 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:

_____

Alicia Klein, Board Chair of Governing Board
Making Waves Academy

Making Waves Academy

2021-22 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 2021-22 Revenue and Expenditures:

Revenue: $1,148,117

Expenditures:

- Teachers Salary $900,000
- Psychological Services: $248,117

Coversheet

Vendor Invoices

Section: IV. Action Items
Item: G. Vendor Invoices
Purpose: Vote
Submitted by: Hung Mai
Related Material: Bill Payment List - April 2021- July 2021.pdf

BACKGROUND:
Vendor invoices from the months of April to July 2021.
Fiscal Impact: $3,655,913

RECOMMENDATION:
Review and approve the April to July 2021 vendor invoices.

Making Waves Academy

Bill Payment List

April 2021 - July 2021

Date	Num	Vendor	Amount	Descriptions
6/28/2021	15854	15Five Inc.	$ 10,080.00	Contracted Services
4/6/2021	15686	1CARE Medical Diagnostics	$ 8,600.00	Contract Services
4/26/2021	15717	1CARE Medical Diagnostics	$ 13,155.00	Contract Services
5/3/2021	15725	1CARE Medical Diagnostics	$ 11,960.00	Contract Services
5/10/2021	15739	1CARE Medical Diagnostics	$ 13,260.00	Contract Services
5/24/2021	15772	1CARE Medical Diagnostics	$ 10,920.00	Contract Services
6/7/2021	15798	1CARE Medical Diagnostics	$ 4,160.00	Contract Services
6/28/2021	15855	1CARE Medical Diagnostics	$ 1,040.00	Contract Services
7/19/2021	15894	1CARE Medical Diagnostics	$ 780.00	Contract Services
7/26/2021	15923	1CARE Medical Diagnostics	$ 900.00	Contract Services
5/3/2021	15726	501(c) Agencies Trust	$ 21,219.00	Unemployment Insurance
7/19/2021	15895	501(c) Agencies Trust	$ 21,219.00	Unemployment Insurance
7/19/2021	15896	Alba's Glass	$ 4,950.00	Contract Services
6/14/2021		Alder Graduate School of Education	$ 31,474.00	Teacher Resident Program
5/10/2021	15740	Alert Services, Inc	$ 73.70	Sport Medical Supplies
5/17/2021	15760	Alliant International University	$ 3,947.60	Staff Tuition Fee
7/19/2021	15897	Alliant International University	$ 2,006.30	Staff Tuition Fee
5/24/2021	15773	Altura Communication Solutions, LLC	$ 900.00	IT Contracted Services
6/14/2021	15819	Altura Communication Solutions, LLC	$ 7,745.00	IT Contracted Services
4/26/2021	15718	Ameriflex LLC	$ 216.00	FSA Administrative Fee
5/10/2021	15741	Ameriflex LLC	$ 216.00	FSA Administrative Fee
6/14/2021	15820	Ameriflex LLC	$ 212.00	FSA Administrative Fee
7/19/2021	15898	Ameriflex LLC	$ 185.37	FSA Administrative Fee
5/3/2021	15727	Anchor Counseling & Education Solutions, LLC	$ 5,318.50	SPED Service
5/17/2021	15761	Anchor Counseling & Education Solutions, LLC	$ 29,217.50	SPED Service
6/1/2021	15786	Anchor Counseling & Education Solutions, LLC	$ 15,651.25	SPED Service
7/19/2021	15899	Anchor Counseling & Education Solutions, LLC	$ 28,198.75	SPED Service
6/28/2021	15856	Apex Learning Inc.	$ 14,250.00	Online Learning
5/24/2021		Argueta, Barry	$ 1,500.00	Coach Payment

Making Waves Academy

Bill Payment List

April 2021 - July 2021

Date	Num	Vendor	Amount	Descriptions
5/24/2021		Argueta, Renato	$ 1,000.00	Coach Payment
6/7/2021	15799	Armor Locksmith	$ 110.40	Keys
4/19/2021	15707	AT&T CALNET	$ 578.09	Utility
5/24/2021	15774	AT&T CALNET	$ 578.52	Utility
6/21/2021	15842	AT&T CALNET	$ 578.17	Utility
7/19/2021	15900	AT&T CALNET	$ 573.18	Utility
4/26/2021	15719	Bay Area Charters	$ 2,623.49	Transportation for Field Trip and Sport
5/10/2021	15742	Bay Area Charters	$ 5,818.47	Transportation for Field Trip and Sport
5/24/2021	15775	Bay Area Charters	$ 2,795.98	Transportation for Field Trip and Sport
6/14/2021	15821	Bay Area Charters	$ 1,711.02	Transportation for Field Trip and Sport
6/21/2021	15843	Bay Area Charters	$ 912.51	Transportation for Field Trip and Sport
4/19/2021	15708	Bay Area Conference	$ 3,890.00	Conference Fees
4/19/2021	15709	Bay Front Chamber of Commerce	$ 2,500.00	Membership Dues
7/26/2021	15924	Bayside Press	$ 5,919.59	Printing and Production
4/26/2021	15720	Beacon Athletics	$ 1,388.35	Sport Supplies
6/7/2021	15800	Blue Chip Tees	$ 2,415.34	Supplies
7/6/2021	15883	BoardOnTrack, Inc	$ 10,995.00	IT Contracted Services
7/6/2021	15867	BSNSports	$ 1,555.88	Sport Supplies
6/7/2021	15801	Burnett, Ricardo	$ 230.00	Supplies
4/12/2021	15699	California Choice Benefit Administrators	$ 132,725.33	Health Insurance
5/10/2021	15743	California Choice Benefit Administrators	$ 130,327.81	Health Insurance
6/7/2021	15802	California Choice Benefit Administrators	$ 131,286.96	Health Insurance
7/12/2021	15884	California Choice Benefit Administrators	$ 130,924.80	Health Insurance
7/19/2021	15901	California Janitorial Supply Corp.	$ 890.20	Janitorial Supplies
7/26/2021	15925	California Janitorial Supply Corp.	$ 400.83	Janitorial Supplies
4/12/2021		Canon Financial Services, Inc.	$ 8,300.05	Copier Lease
5/10/2021		Canon Financial Services, Inc.	$ 8,337.96	Copier Lease
6/7/2021		Canon Financial Services, Inc.	$ 8,337.96	Copier Lease
7/12/2021		Canon Financial Services, Inc.	$ 8,337.96	Copier Lease

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Making Waves Academy

Bill Payment List

April 2021 - July 2021

Date	Num	Vendor	Amount	Descriptions
5/17/2021	15762	CDW Government	$ 448,983.30	IT Supplies
5/24/2021	15776	CDW Government	$ 190.00	IT Supplies
6/14/2021	15822	CDW Government	$ 3,800.00	IT Supplies
7/6/2021	15868	CDW Government	$ 3,110.00	IT Supplies
5/10/2021	15744	Cellular Controlled Products	$ 359.40	Contract Services
4/1/2021	15681	Charter Safe	$ 29,529.00	Liability and Worker Comp Insurance
6/28/2021	15857	Charter Safe	$ 96,908.00	Liability and Worker Comp Insurance
4/28/2021		Chase	$ 7,676.78	Credit Card Payment
5/27/2021		Chase	$ 12,983.51	Credit Card Payment
6/29/2021		Chase	$ 23,486.52	Credit Card Payment
6/29/2021		Chase	$ (23,622.71)	Credit Card Payment
6/29/2021		Chase	$ 23,622.71	Credit Card Payment
7/28/2021		Chase	$ 31,300.24	Credit Card Payment
4/12/2021		CircleUp Education	$ 11,480.00	Professional Development
4/26/2021		CircleUp Education	$ 2,795.00	Professional Development
5/3/2021		CircleUp Education	$ 2,895.00	Professional Development
6/21/2021		CircleUp Education	$ 1,485.00	Professional Development
4/6/2021	15687	City of Richmond	$ 2,226.00	Additional Sport Facilities Use Fees
6/21/2021	15844	CliftonLarsonAllen LLP	$ 7,035.00	Legal Fees
6/21/2021	15845	College Board	$ 16,659.00	AP Exam and Book Supplies
4/26/2021	15721	Colonial Life	$ 364.20	Health Insurance
5/24/2021	15777	Colonial Life	$ 364.20	Health Insurance
6/14/2021	15823	Colonial Life	$ 364.20	Health Insurance
7/19/2021	15902	Colonial Life	$ 364.20	Health Insurance
7/12/2021		Comcast	$ 1,545.47	Internet Provider
4/12/2021	15700	Concur Technologies, Inc.	$ 601.78	IT Contracted Services
5/10/2021	15745	Concur Technologies, Inc.	$ 601.78	IT Contracted Services
6/7/2021	15803	Concur Technologies, Inc.	$ 601.78	IT Contracted Services
7/19/2021	15903	Concur Technologies, Inc.	$ 601.78	IT Contracted Services

Making Waves Academy

Bill Payment List

April 2021 - July 2021

Date	Num	Vendor	Amount	Descriptions
6/28/2021	15858	Contra Costa Co Office of Ed	$ 1,500.00	Teacher Induction
7/19/2021	15904	Contra Costa Co Office of Ed	$ 105,938.00	Teacher Induction
7/6/2021	15869	Contra Costa Health Services	$ 776.50	Contracted Services
4/12/2021	15701	Corodata	$ 49.52	Storage Fee
5/10/2021	15746	Corodata	$ 49.52	Storage Fee
6/7/2021	15804	Corodata	$ 49.52	Storage Fee
7/12/2021	15885	Corodata	$ 49.64	Storage Fee
5/17/2021	15763	Costco Membership	$ 240.00	Membership Dues
6/21/2021	15846	CRISISGO, INC.	$ 434.00	IT Contract Services
6/28/2021	15859	CRISISGO, INC.	$ 4,704.85	IT Contract Services
4/12/2021	15702	Cross Country Education	$ 1,366.39	SPED Service
5/10/2021	15747	Cross Country Education	$ 999.38	SPED Service
6/14/2021	15824	Cross Country Education	$ 847.44	SPED Service
7/12/2021	15886	Cross Country Education	$ 498.62	SPED Service
6/7/2021	15805	Cruz-Reiber, Jeannette	$ 2,000.00	Contract Services
7/26/2021	15926	Curious Cardinals	$ 9,000.00	Contract Services
7/19/2021	15905	Curriculum Associates, LLC	$ 26.31	Supplies
6/1/2021	15787	Department of Justice	$ 68.00	Staff Recruitment
6/14/2021	15825	Department of Justice	$ 204.00	Staff Recruitment
7/19/2021	15906	Department of Justice	$ 168.00	Staff Recruitment
4/6/2021	15688	Dialink Corporation	$ 2,061.29	IT Contracted Services
5/10/2021	15748	Dialink Corporation	$ 2,061.29	IT Contracted Services
6/7/2021	15806	Dialink Corporation	$ 2,061.29	IT Contracted Services
7/6/2021	15870	Dialink Corporation	$ 2,061.29	IT Contracted Services
7/26/2021	15927	DocuSign Inc.	$ 17,537.50	Contracted Services
5/3/2021	15728	EBMUD	$ 9,088.32	Utility
6/28/2021	15860	EBMUD	$ 13,537.44	Utility
5/3/2021	15729	EdTec Inc	$ 975.00	School Attendance Service
5/24/2021	15778	EdTec Inc	$ 112.50	School Attendance Service

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Making Waves Academy

Bill Payment List

April 2021 - July 2021

Date	Num	Vendor	Amount	Descriptions
7/12/2021	15887	EdTec Inc	$ 337.50	School Attendance Service
7/26/2021	15928	Enome, Inc.	$ 4,999.00	IT Contract Services
4/12/2021		Fruge Psychological Assoc Inc	$ 45,105.00	Psychologist
5/3/2021		Fruge Psychological Assoc Inc	$ 45,105.00	Psychologist
6/7/2021		Fruge Psychological Assoc Inc	$ 45,105.00	Psychologist
7/6/2021		Fruge Psychological Assoc Inc	$ 11,700.00	Psychologist
7/19/2021		Fruge Psychological Assoc Inc	$ 79,253.00	Psychologist
7/26/2021		Fruge Psychological Assoc Inc	$ 15,000.00	Psychologist
7/26/2021		Fruge Psychological Assoc Inc	$ (25,800.00)	Psychologist
7/26/2021		Fruge Psychological Assoc Inc	$ 25,800.00	Psychologist
4/19/2021	15710	Hanna Interpreting Services LLC	$ 69.60	Contract Services
5/17/2021	15764	Hanna Interpreting Services LLC	$ 3.60	Contract Services
6/14/2021	15826	Hanna Interpreting Services LLC	$ 34.80	Contract Services
7/19/2021	15907	Hanna Interpreting Services LLC	$ 2,235.65	Contract Services
7/12/2021	15888	Hapara Inc.	$ 5,302.50	IT Contracted Services
6/7/2021	15807	Haute Balloon Designs	$ 675.00	Supplies
6/7/2021	15808	Heartland School Solutions	$ 225.00	IT Contracted Services
7/12/2021	15889	Instructure, Inc.	$ 16,966.00	Professional Development
7/26/2021	15929	IXL Learning	$ 12,500.00	IT Contracted Services
6/21/2021		Joel Mackey	$ 1,500.00	Coach Payment
4/6/2021	15689	Jostens	$ 1,108.61	Graduation Supplies
7/6/2021	15871	Jostens	$ 628.13	Graduation Supplies
5/24/2021		Kerr, Gaylon	$ 1,200.00	Coach Payment
4/12/2021	15703	Kronos	$ 3,827.00	Payroll system
5/17/2021	15765	Kronos	$ 3,889.81	Payroll system
6/14/2021	15827	Kronos	$ 3,835.27	Payroll system
7/19/2021	15908	Kronos	$ 3,802.29	Payroll system
6/21/2021		Kwak, Eric	$ 1,000.00	Coach Payment
4/12/2021	15704	Law Offices of Young, Minney & Corr, LLP	$ 9,015.50	Legal Fees

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Making Waves Academy

Bill Payment List

April 2021 - July 2021

Date	Num	Vendor	Amount	Descriptions
5/10/2021	15749	Law Offices of Young, Minney & Corr, LLP	$ 11,187.20	Legal Fees
6/14/2021	15828	Law Offices of Young, Minney & Corr, LLP	$ 29,044.35	Legal Fees
7/12/2021	15890	Law Offices of Young, Minney & Corr, LLP	$ 12,427.42	Legal Fees
4/1/2021	15684	LBM, Business Services Inc.	$ 1,229.17	E-Rate
5/3/2021	15730	LBM, Business Services Inc.	$ 1,229.17	E-Rate
6/1/2021	15788	LBM, Business Services Inc.	$ 1,229.17	E-Rate
7/6/2021	15872	LBM, Business Services Inc.	$ 1,229.17	E-Rate
4/12/2021	15705	Linde Group	$ 31,161.86	IT Support
4/19/2021	15711	Linde Group	$ 21,200.00	IT Support
5/17/2021	15766	Linde Group	$ 30,084.33	IT Support
6/14/2021	15829	Linde Group	$ 26,827.75	IT Support
7/12/2021	15891	Linde Group	$ 12,679.60	IT Support
7/26/2021	15930	Lloyd F. McKinney Associates Incorporated	$ 1,402.50	IT Contracted Services
4/6/2021	15690	Making Waves Foundation, Inc.	$ 140,479.08	School Lease
5/3/2021	15731	Making Waves Foundation, Inc.	$ 140,479.08	School Lease
6/1/2021	15789	Making Waves Foundation, Inc.	$ 140,479.08	School Lease
7/26/2021	15931	Making Waves Foundation, Inc.	$ 146,101.00	School Lease
5/24/2021	15779	Maxim Healthcare Services Holdings, Inc.	$ 2,489.85	Contract Services
6/7/2021	15809	Maxim Healthcare Services Holdings, Inc.	$ 1,080.00	Contract Services
6/21/2021	15847	Maxim Healthcare Services Holdings, Inc.	$ 1,210.00	Contract Services
6/28/2021	15861	Maxim Healthcare Services Holdings, Inc.	$ 2,557.50	Contract Services
7/6/2021	15873	Maxim Healthcare Services Holdings, Inc.	$ 1,500.00	Contract Services
7/19/2021	15909	Maxim Healthcare Services Holdings, Inc.	$ 1,890.00	Contract Services
5/3/2021		Meadowlark Consulting Group	$ 5,500.00	Contract Services
7/12/2021		Meadowlark Consulting Group	$ 5,500.00	Contract Services
5/17/2021	15767	Mid-County Officials Network	$ 2,225.00	Sport Game Fees
6/21/2021	15848	Mid-County Officials Network	$ 366.00	Sport Game Fees
6/1/2021	15790	Muscardin, Antonio	$ 500.00	Coach Payment
6/14/2021	15830	Nelson	$ 2,550.00	Staff Recruitment

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Making Waves Academy

Bill Payment List

April 2021 - July 2021

Date	Num	Vendor	Amount	Descriptions
7/19/2021	15910	Netronix Integration, Inc.	$ 475.00	Contract Services
5/17/2021	15768	Nick's Custom Golf Cars and Utility Vehicles	$ 426.02	Building Repairs/Maintenance
6/1/2021	15791	Nick's Custom Golf Cars and Utility Vehicles	$ 165.14	Building Repairs/Maintenance
7/19/2021	15911	Nick's Custom Golf Cars and Utility Vehicles	$ 1,611.01	Building Repairs/Maintenance
4/6/2021	15691	Nob Hill Catering Inc	$ 41,665.00	Student Food
5/10/2021	15750	Nob Hill Catering Inc	$ 32,050.00	Student Food
6/7/2021	15810	Nob Hill Catering Inc	$ 32,050.00	Student Food
7/6/2021	15874	Nob Hill Catering Inc	$ 37,923.50	Student Food
7/6/2021	15875	NWEA	$ 12,206.00	IT Contract Services
4/6/2021	15692	Office Depot	$ 1,757.22	Office Supplies
4/26/2021	15722	Office Depot	$ 602.60	Office Supplies
5/3/2021	15732	Office Depot	$ 9,192.57	Office Supplies
5/17/2021	15769	Office Depot	$ 954.16	Office Supplies
5/24/2021	15780	Office Depot	$ 181.09	Office Supplies
7/19/2021	15912	Office Depot	$ 3,704.37	Office Supplies
7/26/2021	15932	Office Depot	$ 526.65	Office Supplies
5/10/2021	15751	OfficeTeam	$ 6,100.87	Contracted Services
6/14/2021	15831	OfficeTeam	$ 4,681.80	Contracted Services
7/6/2021	15876	OfficeTeam	$ 4,445.03	Contracted Services
6/7/2021	15811	Okta Inc.	$ 9,136.02	IT Contracted Services
5/3/2021	15733	Orkin Pest Control	$ 745.00	Building Repairs/Maintenance
5/17/2021	15770	Orkin Pest Control	$ 745.00	Building Repairs/Maintenance
6/21/2021	15849	Orkin Pest Control	$ 745.00	Building Repairs/Maintenance
7/6/2021	15877	Orkin Pest Control	$ 400.00	Building Repairs/Maintenance
7/19/2021	15913	Orkin Pest Control	$ 809.00	Building Repairs/Maintenance
4/19/2021		Pacheco's Cleaning Service	$ 29,000.00	Janitorial Services
5/10/2021		Pacheco's Cleaning Service	$ 1,775.00	Janitorial Services
5/24/2021		Pacheco's Cleaning Service	$ 32,550.00	Janitorial Services
6/21/2021		Pacheco's Cleaning Service	$ 32,550.00	Janitorial Services

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Making Waves Academy

Bill Payment List

April 2021 - July 2021

Date	Num	Vendor	Amount	Descriptions
7/19/2021		Pacheco's Cleaning Service	$ 32,550.00	Janitorial Services
6/21/2021		Palumbo, Dominick	$ 1,500.00	Coach Payment
6/14/2021	15832	Pescadero High School	$ 1,000.00	Contracted Services
4/6/2021		PG & E - 0911653377-0	$ 5,118.84	Utility
5/3/2021		PG & E - 0911653377-0	$ 2,245.09	Utility
6/1/2021		PG & E - 0911653377-0	$ 1,650.40	Utility
7/6/2021		PG & E - 0911653377-0	$ 1,127.29	Utility
4/6/2021		PG & E - 1229161920-8	$ 23,161.89	Utility
5/3/2021		PG & E - 1229161920-8	$ 2,689.79	Utility
6/1/2021		PG & E - 1229161920-8	$ 2,234.75	Utility
7/6/2021		PG & E - 1229161920-8	$ 1,202.65	Utility
4/26/2021	15723	PG & E - 2538827590-8	$ 210.33	Utility
4/6/2021		PG & E - 5344744823-3	$ 5,488.36	Utility
5/3/2021		PG & E - 5344744823-3	$ 1,853.98	Utility
6/1/2021		PG & E - 5344744823-3	$ 1,564.04	Utility
7/6/2021		PG & E - 5344744823-3	$ 1,492.91	Utility
4/12/2021		PG & E - 6293019192-9	$ 5,181.41	Utility
5/3/2021		PG & E - 6293019192-9	$ 4,964.57	Utility
6/1/2021		PG & E - 6293019192-9	$ 2,035.10	Utility
7/6/2021		PG & E - 6293019192-9	$ 7,138.57	Utility
4/6/2021	15693	PLIC - SBD GRAND ISLAND	$ 20,527.85	Health Insurance
5/3/2021	15734	PLIC - SBD GRAND ISLAND	$ 18,663.67	Health Insurance
6/1/2021	15792	PLIC - SBD GRAND ISLAND	$ 20,114.39	Health Insurance
7/19/2021	15914	PLIC - SBD GRAND ISLAND	$ 21,027.82	Health Insurance
6/1/2021		Quadient Leasing USA, Inc	$ 1,197.16	Copier Lease
6/14/2021	15833	R&S Erection Of Richmond, Inc	$ 466.39	Building Repairs/Maintenance
7/19/2021	15915	R&S Erection Of Richmond, Inc	$ 225.00	Building Repairs/Maintenance
5/24/2021	15781	Ramirez, Mitsy	$ 1,500.00	Coach Payment
4/19/2021		ReadyRefresh by Nestle	$ 31.37	Drinking Water Supplies

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Making Waves Academy

Bill Payment List

April 2021 - July 2021

Date	Num	Vendor	Amount	Descriptions
5/10/2021		ReadyRefresh by Nestle	$ 131.23	Drinking Water Supplies
6/21/2021		ReadyRefresh by Nestle	$ 33.15	Drinking Water Supplies
7/19/2021		ReadyRefresh by Nestle	$ 83.78	Drinking Water Supplies
7/28/2021		ReadyRefresh by Nestle	$ 224.91	Drinking Water Supplies
7/26/2021	15933	Renaissance Learning, Inc.	$ 28,315.08	IT Contracted Services
4/6/2021		Republic Services #851	$ 1,667.50	Waste Management
5/10/2021		Republic Services #851	$ 1,667.50	Waste Management
6/7/2021		Republic Services #851	$ 1,667.50	Waste Management
7/12/2021		Republic Services #851	$ 1,667.50	Waste Management
5/3/2021	15735	Richmond False Alarm Reduction Program	$ 30.00	Building Repairs/Maintenance
6/14/2021		Rids Brother Company Inc	$ 940.80	SPED Transportation Service
4/26/2021	15724	Robert Half Technology	$ 1,690.00	IT Contracted Services
5/3/2021	15736	Robert Half Technology	$ 2,080.00	IT Contracted Services
6/7/2021	15812	Robert Half Technology	$ 856.44	IT Contracted Services
6/14/2021	15834	Robert Half Technology	$ 4,177.48	IT Contracted Services
6/28/2021	15862	Robert Half Technology	$ 9,176.08	IT Contracted Services
7/6/2021	15878	Robert Half Technology	$ 3,901.00	IT Contracted Services
7/12/2021	15892	Robert Half Technology	$ 4,183.00	IT Contracted Services
7/26/2021	15934	Robert Half Technology	$ 3,431.00	IT Contracted Services
4/12/2021	15706	RTF Edu Enterprises, Inc.	$ 18,130.50	Interventionist
5/10/2021	15752	RTF Edu Enterprises, Inc.	$ 18,130.50	Interventionist
6/7/2021	15813	RTF Edu Enterprises, Inc.	$ 18,130.50	Interventionist
5/10/2021	15753	San Joaquin County Office of Education	$ 3,441.65	SPED Service
7/19/2021	15916	San Joaquin County Office of Education	$ 2,500.00	SPED Service
4/19/2021	15712	Saphira Education Associates, LLC	$ 360.00	Contract Services
7/19/2021	15917	Saphira Education Associates, LLC	$ 180.00	Contract Services
6/14/2021	15835	SchoolMint Inc	$ 5,429.03	IT Contracted Services
6/28/2021	15863	SchoolMint Inc	$ 5,534.00	IT Contracted Services
5/17/2021	15771	Seneca Family of Agencies	$ 3,468.00	SPED Service

Making Waves Academy

Bill Payment List

April 2021 - July 2021

Date	Num	Vendor	Amount	Descriptions
6/21/2021	15850	Seneca Family of Agencies	$ 3,672.00	SPED Service
7/19/2021	15918	Seneca Family of Agencies	$ 7,344.00	SPED Service
5/24/2021	15782	Sexucation	$ 8,300.00	Contract Services
6/14/2021	15836	Sexucation	$ 2,100.00	Contract Services
6/14/2021	15837	Shred-IT USA	$ 73.12	Contract Services
6/28/2021		Slack Technologies, Inc.	$ 3,510.00	IT Contract Services
7/2/2021		Slack Technologies, Inc.	$ (3,510.00)	IT Contract Services
7/6/2021		Slack Technologies, Inc.	$ 3,510.00	IT Contract Services
6/21/2021		Sneed, Shantrell	$ 1,000.00	Coach Payment
6/7/2021		SOLARWINDS ITSM US, INC.	$ 18,244.80	IT Contracted Services
4/6/2021	15694	Standard Insurance Company	$ 234.02	Health Insurance
5/3/2021	15737	Standard Insurance Company	$ 234.02	Health Insurance
6/7/2021	15814	Standard Insurance Company	$ 234.02	Health Insurance
7/19/2021	15919	Standard Insurance Company	$ 234.02	Health Insurance
4/19/2021	15713	Sterling	$ 98.50	Background Check
5/10/2021	15754	Sterling	$ 198.50	Background Check
5/24/2021	15783	Stewart, Kendell	$ 1,500.00	Coach Payment
7/6/2021	15879	STS Education	$ 13,524.74	IT Supplies
6/14/2021		Studio B Films, Inc.	$ (4,000.00)	Contract Services
6/14/2021		Studio B Films, Inc.	$ 4,000.00	Contract Services
6/14/2021		Studio B Films, Inc.	$ 4,000.00	Contract Services
6/14/2021		Studio B Films, Inc.	$ 4,000.00	Contract Services
6/28/2021		Studio B Films, Inc.	$ 4,000.00	Contract Services
6/1/2021	15793	Susan Tamayo-Toler	$ 1,970.15	Office Supplies
4/6/2021	15695	Swing Education, Inc	$ 1,400.00	Substitutes Fee
4/19/2021	15714	Swing Education, Inc	$ 1,400.00	Substitutes Fee
5/10/2021	15755	Swing Education, Inc	$ 8,200.00	Substitutes Fee
5/24/2021	15784	Swing Education, Inc	$ 2,800.00	Substitutes Fee
6/7/2021	15815	Swing Education, Inc	$ 2,800.00	Substitutes Fee

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Making Waves Academy

Bill Payment List

April 2021 - July 2021

Date	Num	Vendor	Amount	Descriptions
6/14/2021	15838	Swing Education, Inc	$ 1,120.00	Substitutes Fee
6/21/2021	15851	Swing Education, Inc	$ 1,120.00	Substitutes Fee
6/28/2021	15864	Swing Education, Inc	$ 1,680.00	Substitutes Fee
5/10/2021	15757	The CLM Group Inc.	$ 898.00	Subscription Fee
6/1/2021	15794	The HR Manager LLC	$ 3,093.75	Contracted Services
6/21/2021	15852	The HR Manager LLC	$ 907.50	Contracted Services
6/1/2021	15795	The Office City	$ 9,548.25	Supplies
4/19/2021	15715	The Speech Pathology Group	$ 700.00	SPED Service
5/24/2021	15785	The Speech Pathology Group	$ 750.00	SPED Service
7/19/2021	15920	The Speech Pathology Group	$ 950.00	SPED Service
4/6/2021	15696	T-Mobile	$ 3,420.00	Telephone
5/10/2021	15756	T-Mobile	$ 3,503.75	Telephone
6/7/2021	15816	T-Mobile	$ 5,003.75	Telephone
7/12/2021	15893	T-Mobile	$ 5,920.00	Telephone
7/6/2021	15880	Trebron Company Inc.	$ 7,230.52	IT Contracted Services
5/3/2021	15738	Trojan Systems, Inc.	$ 900.00	Fire Alarm System Monitoring
6/1/2021	15796	Trojan Systems, Inc.	$ 7,250.00	Fire Alarm System Monitoring
6/7/2021	15817	Trojan Systems, Inc.	$ 1,937.50	Fire Alarm System Monitoring
6/14/2021	15839	Trojan Systems, Inc.	$ 526.00	Fire Alarm System Monitoring
7/19/2021	15921	Trojan Systems, Inc.	$ 1,450.00	Fire Alarm System Monitoring
4/19/2021	15716	Verizon Wireless	$ 2,741.47	Telephone
4/19/2021		Verizon Wireless	$ (2,741.47)	Telephone
4/19/2021		Verizon Wireless	$ 2,741.47	Telephone
5/17/2021		Verizon Wireless	$ 2,729.14	Telephone
6/14/2021		Verizon Wireless	$ 2,746.82	Telephone
7/12/2021		Verizon Wireless	$ 2,927.00	Telephone
4/6/2021	15697	Vision Service Plan	$ 1,578.75	Health Insurance
5/10/2021	15758	Vision Service Plan	$ 1,587.56	Health Insurance
6/14/2021	15840	Vision Service Plan	$ 1,604.60	Health Insurance

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Making Waves Academy

Bill Payment List

April 2021 - July 2021

Date	Num	Vendor	Amount	Descriptions
7/19/2021	15922	Vision Service Plan	$ 1,584.23	Health Insurance
5/24/2021		Wright, Daniel	$ 3,000.00	Coach Payment
7/6/2021	15881	Zoom Video Communications Inc.	$ 11,430.71	IT Contracted Services
		April 2021 - July 2021	**$ 3,655,913.10**	
		April 2020 - July 2020	**$ 3,133,635.79**	

Coversheet

Mindful Educators Contract (2021-2022)

Section: IV. Action Items
Item: H. Mindful Educators Contract (2021-2022)
Purpose: Vote
Submitted by: Brandon Greene
Related Material: Mindful Educators @ Making Waves _ Contract 2021-22.pdf

BACKGROUND:
As we enter the 2021-22 school year, we look to add to our successes from last year by continuing to prioritize the social-emotional well-being of all stakeholders. We are committed to maintaining at least 25% of our professional development & parent meeting calendars toward supporting the social-emotional well-being needs of faculty/staff & parent/guardians and toward developing their social-emotional skills and competencies through trainings provided by our Holistic Support Services Team and our community partnerships. To this end, we seek to extend our mindfulness-based community partnership via the Mindful Educators proposal.
Please note that this proposal is an extension of what was previously referred to as our Seeds of Awareness community partnership. Seeds of Awareness, as a small non-profit organization, struggled to stay afloat during COVID-19. As a result, the Seeds Board of Directors, after great and lengthy consideration, have made the weighty decision to close down their programs. See the Seeds Closure Announcement statement below:
Seeds External Organizational Closure Announcement
Fortunately for MWA, the Co-directors of School Programs from Seeds, Pam Lozoff and Sarwang Parikh, who created and led all of MWA's mindfulness-based community partnership offerings last school year, remain eager and available to build on the incredible work that was started by moving forward in partnership as independent contractors. We are grateful for the MWA's board's ongoing commitment to supporting the social-emotional well-being needs of all stakeholders in the school community, particularly during this year of transition, challenges and uncertainty.

RECOMMENDATION:
It is with my strongest recommendation that I urge the board to consider approving this partnership at the cost of $25,000.

Contract for Services Rendered

This is a contract entered into by **Pam Lozoff and Sarwang Parikh, Inc** (hereinafter referred to as "the Provider") and **Making Waves Academy** (hereinafter referred to as "the Client") on this date, August 6, 2021.

The Provider's place of business is 100 Nicholl Ave, Richmond, CA 94801 and the Client's place of business is 4123 Lakeside Dr., Richmond CA 94806

The Client hereby engages the Provider to provide the services described herein under "Scope and Manner of Services." The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under "Payment for Services Rendered."

Scope and Manner of Services

Mindfulness & Inner Resilience for Educators | Rate: $10,000

- Professional development/in-service training to support teachers and staff with building their inner capacity and resourcing to navigate stressors, conflict, and intensity for themselves, and to model and share these practices and resources with their students and peers.
    - Nine 1.25 hour monthly workshops (Sept-May) themed in response to educators' and school system's needs, including but not limited to topics listed below:
        - Inner Resilience & Resourcing for Educators
        - Trauma-Informed Classrooms, Vicarious Trauma, & Burnout
        - SEL Skill-building and Experiential Practice
        - Mindful & Restorative Relationship Building
    - Post-surveys to assess efficacy of sessions and build out further content accordingly and collaboratively between and MWA
    - Presentation materials will be shared with MWA's Holistic Support Services Team for future reference and use with ALL credit and intellectual property given to Pam Lozoff and Sarwang Parikh, including branding and logo on any materials shared. Materials may not be distributed outside of MWA without explicit permission by Pam Lozoff

and Sarwang Parikh.

Mindful Educator Group Coaching Sessions | Rate: $10,000

- Monthly 1.25 hour deep dive coaching sessions to reinforce and deepen the learning from the monthly PD's, with two small groups of up to 8 educators.
    - Two 1.5-hour group coaching sessions occurring 1x/month (Sept-May)
    - Pre/Post Surveys conducted to assess and evaluate program efficacy

Parent Academy | Rate: **$2,000**

- Coinciding and supplemental to the educator PD sessions, trainers will provide monthly Parent/ Caregiver Education workshops with five bi-monthly 1- hour sessions designed to meet parent/caregiver needs including but not limited to the following topics:
    - Mindful Parenting & Restorative Relationships
    - Conflict Resolution Skills
    - Self-Care and Inner Resilience Practices
- Brief post-workshop surveys for attendees to identify the perceived value and usefulness of the offerings, and to identify level of further interest on the topics presented
- Presentation materials will be shared with MWA's Holistic Support Services Team for future reference and use with all credit and intellectual property given to Pam Lozoff and Sarwang Parikh.

Consultation | Rate: $3,000

- Regular consultations *(2 hours/mo)* with MWA's Holistic Support Services Team and/ or Dean of Students:
    - Monthly consultations to advise student-facing mindful education offering, in tandem with existing curricula. Facilitators can provide subject-matter expertise and guidance on some of this content.

TOTAL RATES

The rate for the full scope of services:

- ❏ Mindfulness & Inner Resilience for Educators ($10,000)
- ❏ Mindful Educator Coaching Sessions ($10,000)
- ❏ Parent Academy ($2,000)

- ❏ Consultation ($3,000)

Total $25,000*

**All rates include administrative time, workshop planning & preparation, coordination of services and access to proprietary materials. Additional time required/requested will be charged at a rate of $150 per hour with notice.*

Payment for Services Rendered

The total cost is **$25,000** for the above comprehensive Mindful Education package. In order to secure terms of this contract, a non-refundable deposit of $1,000 must be received by August 9th, 2021 and 20% of the service contract should be paid by August 31st, 2021. Please remit separate payments made to the providers below.

Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

Provider: **Pam Lozoff and Sarwang Parikh, Inc**

By: Sarwang Parikh Title: Co-Director Mindful Education
By: Pam Lozoff Title: Co-Director Mindful Education

Sign _____

Sign _____

Client: **Making Waves Academy**

By:_____
Title:_____

Sign _____

Coversheet

CTC Declaration of Need

Section: IV. Action Items
Item: I. CTC Declaration of Need
Purpose: Vote
Submitted by: Fe Campbell
Related Material: Declaration of Need 2021.pdf

BACKGROUND:
The Declaration of Need allows MWA to apply for and the Commission on Teacher Credentialing to issue Emergency Cross-Cultural and Academic Development (CLAD), Limited Assignment Permits, and more for teachers. In a year where staffing teachers is difficult, these emergency permits ensure compliance while teachers are enrolled in a current credential program, studying to pass required examinations or transferring credentials from out-of-state.

No fiscal impact.

RECOMMENDATION:
Your approval of this agreement allows for the MWA to continue to support teachers with obtaining permits that keep MWA in compliance related to CTC regulations.

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Making Waves Academy District CDS Code: 07100740114470

Name of County: Contra Costa County County CDS Code: 0710074000000

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 09/09/2021 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

▶ ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

Fe Campbell	Fe Campbell	Director of Human Resources
Name	*Signature*	*Title*
510-222-4679	510-426-1765	
Fax Number	*Telephone Number*	*Date*

4123 Lakeside Drive, Richmond CA 94806
Mailing Address

fcampbell@mwacademy.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

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 9/9/21, 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, 2022.

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

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

▶ *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.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	10
Bilingual Authorization (applicant already holds teaching credential)	0
List target language(s) for bilingual authorization: _____	
Resource Specialist	0
Teacher Librarian Services	0

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. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	4
Single Subject	4
Special Education	4
TOTAL	12

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

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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** 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? 5

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

Alder Graduate School of Education

_____

_____

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

_____

_____

Coversheet

The Education Team (New Substitute Vendor)

Section: IV. Action Items
Item: J. The Education Team (New Substitute Vendor)
Purpose: Vote
Submitted by: Fe Campbell
Related Material: The Education Team-Signed.pdf

BACKGROUND:
MWA will partner with the Education Team to source credentialed educators that can help fill vacancies for the 2021-2022 school year.

RECOMMENDATION:
Your approval of this contract will help ensure that MWA is able to contract credentialed educators that can provide instruction to our students during a time where schools are having difficulty filling vacant teaching positions.

Service Agreement

THE EDUCATION TEAM

NOTE: SIGNING THIS AGREEMENT DOES NOT OBLIGATE YOU TO USE OUR SERVICES.

This agreement is entered into by and between **ChildCare Careers, LLC dba The Education Team** (hereafter "TET") and "Customer" (named below). TET and Customer agree as follows:

1. A four (4) hour minimum service commitment each day is required for each employee requested from TET. Customer will pay for services under four (4) hours at the four (4) hour minimum fee.

2. Customer will pay the four (4) hour minimum if a request for service from TET is cancelled within the 24 hours prior to the designated time of service. Any request for cancellation will be effective only if communicated to **The Education Team office.** Notice to the temporary personnel is not adequate.

3. Customer will verify and approve the daily hours worked by means of an authorized signature if using a paper timecard or by use of a password if using online timecards. TET will invoice Customer based on the verified and approved time worked and Customer agrees to pay said invoices.

4. Customer will promptly pay all invoices for services rendered according to the then current TET fee schedule as billed on a weekly basis. Overtime will be billed and paid at time and a half. If an invoice is not paid within 30 days of the invoice date then Customer will pay a late payment fee of 5% of the invoice amount plus a finance charge equal to the lesser of 1.5% per month or the maximum legal rate.

5. Customer will instruct and supervise the TET employee with respect to his/her responsibilities and compliance with the procedures and policies of Customer. Customer will not ask or authorize TET employee to operate any motor vehicles or administer any medication. Customer represents, warrants and agrees that Customer is, and at all times during the term of this agreement will be, in compliance with all governmental laws, rules, ordinances and regulations applicable to Customer and its business.

6. Customer acknowledges that TET has incurred considerable expense in the recruitment, screening, and training of its employees and suffers a material economic loss when they are no longer available for assignments. Should Customer hire, or in any way utilize the services of (except through TET), a current or former TET employee introduced to Customer by TET (a "Candidate") within one (1) year of the Candidate's last assignment at any Customer location, then Customer will pay TET a placement fee according to TET's then current fee schedule. Customer will notify TET in writing and pay the placement fee prior to hiring a Candidate or utilizing a Candidate's services in any way except through TET. Customer agrees that the placement fee shall be doubled if Customer fails to provide written notice prior to hiring. An employee's resignation from TET does not relieve Customer of the obligation to pay the placement fee. Placement fees are non-refundable regardless of the duration of Candidate's employment with Customer.

7. In any action or proceeding involving a dispute between TET and Customer arising out of this Agreement, the prevailing party shall be entitled to recover its costs and attorneys fees. This agreement shall be binding on the successors and assigns of the parties. This agreement may be amended only by a written agreement signed by the parties. This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. The terms of this agreement shall be deemed accepted by TET, and a binding agreement created between TET and Customer on the terms set forth herein, upon TET providing its employees to Customer.

Customer Name: Making Waves Academy
Full Legal Name of Entity

By: DocuSigned by: Alton B. Nelson, Jr. E5A2870BBC504AD... Signature

Title: CEO

Print Name: Alton B. Nelson, Jr.
Authorized Representative of Customer (Print Name)

Date: 8/11/2021

THE EDUCATION TEAM

Corporate Office: 3440 Wilshire Blvd, Suite 1111 • Los Angeles, CA • 90010
Orders: (855) 898-2929 • Inquiries: (213) 986-4718

East Bay & North Bay Price List

****** Effective November 30, 2019 ******

Employee Category	Minimum Qualifications	Hourly Rate
• After School Teacher	• 48 semester units in any courses OR • AA Degree in any subject	27.95
• Non-Credentialed K-12 Teacher	• Bachelor's Degree in any subject OR • BA degree and CBEST / CSET OR • 30-Day Substitute Teacher Permit	37.95
• Multi-Subject Credential	• CTC issued Multiple Subject Credential	38.95
• Single-Subject Credential	• CTC issued Single Subject Credential	41.95
• Special Education Credential	• CTC issued Special Education Credential	51.95

Long-term assignments over one week in duration involving lesson planning or grading will incur a $25 per day surcharge on each day commencing with day six.

NOTE: Prices include all payroll taxes, workers' compensation costs, benefits costs, liability insurance costs (including general, professional, employment practices and sexual misconduct liability), recruitment costs, and HR/administrative costs. There are no additional fees or taxes of any kind.

NEW CUSTOMER INFORMATION

School Name (doing business as): Making Waves Academy

Full Legal Name of Entity: Making Waves Academy

Admin Address: 4123 Lakeside Drive, Richmond, CA 94806

City, State, Zip: Richmond, CA 94806

Phone: 5106261511 Fax: _____

Type of Entity: (Check one)
☐ Public School District ☒ Charter School
☐ Non-Profit Independent School ☐ For-Profit Independent School
☐ Other: _____

Grades Served: 5-12 Total Enrollment: 1093

Requirements for a substitute: _____

Requirements for a LONG-TERM substitute: _____

Dress Code: _____

Primary Order Contact

Name: Lisa Dodson Title: Managing Director of Talent Acquisition

Phone: 5102621511 Fax: _____

Email Address: ldodson@mwacademy.org

School Site Information

Site (Campus) Name: Making Waves Academy

Street: same as above

City, State, Zip: _____

Phone: _____ Fax: _____

Site Contact *(If different than primary contact)*: _____

Title: _____ Email Address: _____

Directions and Parking Tips: _____

(Please attach a separate sheet for additional school sites)

********** **OFFICE USE ONLY** **********

Marketing Specialist Name: _____

Number of Sites: _____ Centralized Ordering: ☐Yes ☐No ☐Primarily After School Program

Billing Status: ☐ Invoice (Credit/Billing Info attached) ☐ Prepay (CC Info attached) ☐ Prepay (Collect at time of order)

New vs. Existing: ☐ New Customer ☐ Dormant Existing Customer (Signed New Contract)

Notes for Placement: _____

Revised: 1/21/2020

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2021

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Newfront Insurance Services, LLC 55 2nd Street Floor 18 San Francisco CA 94105	**CONTACT NAME:** Brandy Ahearn **PHONE (A/C, No, Ext):** (415) 754-3635 **FAX (A/C, No):** **E-MAIL ADDRESS:** brandy.ahearn@newfront.com
INSURED ChildCare Careers, LLC 2000 Sierra Point Pkwy Ste 702 Brisbane CA 94005	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Church Mutual Insurance Co / 18767 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0401642-07-243841	06/11/2021	06/11/2022	☐ PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF COVERAGE

CERTIFICATE HOLDER

ChildCare Careers, LLC
2000 Sierra Point Pkwy Ste 702
Brisbane CA 94005

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CHILCAR-01 AVAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/24/2021

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.

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PRODUCER License # 0B07066 Pleasanton Valley Insurance Brokers Inc. 65 Oak Court Danville, CA 94526	CONTACT NAME: PHONE (A/C, No, Ext): (925) 462-2111 FAX (A/C, No): (925) 462-2113 E-MAIL ADDRESS: certs@pvigroup.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins. — 18058 INSURER B : Lloyd's of London Syndicate INSURER C : INSURER D : INSURER E : INSURER F :
INSURED ChildCare Careers, LLC 2000 Sierra Point Pkwy, #702 Brisbane, CA 94005	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PHPK2277922	6/11/2021	6/11/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Retro Date 7-1-07						MED EXP (Any one person)	$ 20,000
	X Prof-ded $100,000						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						ProfLimit	$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB769093	6/11/2021	6/11/2022	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000						,	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Employment Practices			EMPA417220	12/10/2020	12/10/2021	Limit	1,000,000
B	Prior/Pend 12-10-07			EMPA417220	12/10/2020	12/10/2021	Retention	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: AZ,CA, IL, TX, GA, FL, NJ,& PA. OH & WA

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Adam Rudick

ACORD 25 (2016/03)

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CHILCAR-01 AVAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/3/2021

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.

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PRODUCER License # 0B07066 Pleasanton Valley Insurance Brokers Inc. 65 Oak Court Danville, CA 94526	CONTACT NAME: PHONE (A/C, No, Ext): (925) 462-2111 FAX (A/C, No): (925) 462-2113 E-MAIL ADDRESS: certs@pvigroup.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Ins. — 18058
INSURED ChildCare Careers, LLC 2000 Sierra Point Pkwy, #702 Brisbane, CA 94005	INSURER B : Lloyd's of London Syndicate
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2277922	6/11/2021	6/11/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Retro Date 7-1-07						MED EXP (Any one person)	$ 20,000
	X Prof-ded $100,000						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						ProfLimit	$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			PHUB769093	6/11/2021	6/11/2022	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000						,	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Employment Practices			EMPA417220	12/10/2020	12/10/2021	Limit	1,000,000
B	Prior/Pend 12-10-07			EMPA417220	12/10/2020	12/10/2021	Retention	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured per attached endorsement.

CERTIFICATE HOLDER

Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Adam Rudick

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POLICY NUMBER: PHPK2277922

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization where written contract requires
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Coversheet

Scoot (New Substitute Staffing Vendor)

Section: IV. Action Items
Item: K. Scoot (New Substitute Staffing Vendor)
Purpose: Vote
Submitted by: Fe Campbell
Related Material: Scoot Education-Signed.pdf

BACKGROUND:
MWA will partner with Scoot to source credentialed educators that can help fill vacancies for the 2021-2022 school year.

RECOMMENDATION:
Your approval of this contract will help ensure that MWA is able to contract credentialed educators that can provide instruction to our students during a time where schools are having difficulty filling vacant teaching positions.

AGREEMENT FOR STAFFING SERVICES

THIS AGREEMENT, dated_____ is between Scoot Education, Inc., 3839 Main St, Culver City CA 90232 ("Scoot" "Us" "We"), and,

("Customer" "You" "Yourself").

PART A - GENERAL CLAUSES

The following clauses are common to both the provision of substitute teachers and placement services.

1. DEFINITIONS

Annualized Gross Salary (AGS)	Means the annualized sum of all remuneration payable to a candidate placed (or sought for placement) in accordance with these terms (and if part time, calculated on a pro-rata basis).
Assignment	Means the hire or acceptance, in accordance with parts B and C of this Agreement, of one or more of our employees to perform work at your premises or anywhere else specified by you and approved by us.
Candidate	Means anyone: (a) who is seeking a permanent placement position through us; or (b) whom we have identified as a person: (i) who might consider seeking a permanent placement position through us; and (ii) about whom we are able to provide relevant information regarding that person's suitability for a permanent placement position.
Confidential Information	Means any information which you access or which is communicated to you in the course of our engagement by you and which is identified as confidential; or which you should reasonably expect to be confidential. It includes, but is not limited to: any trade secrets or information relating to our customers, or clients; customer requirements; employees and officers, employees of clients or customers; suppliers; workers; terms of trade; pricing lists or pricing structures; marketing information and plans; intellectual property; inventions; business plans or dealings; technical data; financial information and plans; designs; product lines; research activities; software and the source code of any such software, of ours. Confidential Information also means any information which Scoot or Scoot employees' access or which is communicated to Scoot or Scoot employees in the

	course of Scoot's engagement by Customer which is identified as confidential or which Scoot or Scoot employees should reasonably expect to be confidential. It includes, but is not limited to: confidential and/or proprietary information concerning Customer's operations and/or activities, including but not limited to information about Customer's students, families, employees, donors, business affairs, and financial plans. It does not include information that is generally available in the public domain unless by unauthorized use or disclosure or which you are required to disclose by law.
Substitute Teacher	Means one of Scoot's employees (including where the context requires their employee's agents and sub-contractors) assigned to work for Customer in accordance with Part B of this Agreement.
TeachStart Fellow	Means one of Scoot's employees (including where the context requires their employee's agents and sub-contractors) who is enrolled in the TeachStart program and is assigned to work for Customer in accordance with Part B of this Agreement. TeachStart Fellows hold at least a state substitute teacher permit.
Placement	Means the Placement of Scoot's Candidate with Customer. Unless otherwise agreed in writing, the Placement Date will be the date that a Candidate accepts any offer of employment with, or engagement to provide services to, Customer.

2. ACCEPTANCE

You will be regarded as having entered in to this Agreement when any of the following occur:

(a) by signing and returning a copy of this Agreement;

(b) by confirming acceptance of this Agreement in writing;

(c) by requesting us to supply substitute teachers after receiving this document;

(d) by requesting us to supply candidates for potential placement after receiving this document;

(e) by authorizing a time sheet for one or more of our substitutes; or

(f) by paying one of our invoices for the provision of substitute or placement services.

3. CONFIDENTIALITY

The pricing in Exhibit A is confidential between Scoot and Customer. Customer will be permitted to use the Exhibit in connection with its business operations, responses to California Public Records Act requests, and other uses as required by law.

Scoot will provide to the Customer within the time requirements required by law, any public records subject to a properly framed public records request.

3. NOTIFICATION OF CLAIMS

(a) Customer and Scoot agree (i) to immediately notify each other in writing of any asserted claim but in no event later than five (5) business days of either discovery of the occurrence upon which the claim may be based or learning of the claim, whichever occurs first, and (ii) to permit Scoot or Customer, as the case may be, to defend the claim at the option of the party against whom the claim is asserted, with counsel acceptable to such party, which consent will not be unreasonably refused.

(b) Neither party will pay or agree to pay any asserted claim under this Agreement without prior written approval from the party against whom the claim is asserted, which approval will not be unreasonably withheld.

4. TERM; TERMINATION

The term of this Agreement begins as of the date hereof and will continue in effect until canceled by either party upon not less than thirty (30) days prior written notice to the other. Scoot reserves the right to terminate this Agreement immediately in the event of delinquent payments. In the event of termination, this Agreement will continue to govern the parties' rights and obligations with respect to services performed prior to termination. Scoot reserves the right to issue an amended fee schedule (Exhibit A) at the commencement of each academic term.

5. NON-SOLICITATION

Unless otherwise agreed to in writing, neither party shall hire or solicit the employment of the other party's regular, full-time employees (i.e., not including substitute teachers) during the term of this Agreement and for a period of twelve (12) months thereafter.

6. MISCELLANEOUS

6.1 Notices

i) Any notices or other communications under this Agreement must be in writing or sent by e-mail with a request for confirmation and must be clearly marked as a communication related to the terms of this Agreement. Addresses shall be:

For Customer:

For Scoot: 3839 Main St, Culver City CA 90232

ii) Unless otherwise stated in this Agreement, notices, consents or other communications will be deemed received (a) on the date delivered, if delivered personally or by e-mail; (b) on the next business day after mailing or deposit with an overnight air courier; or (c) three business days after being sent, if sent by registered or certified mail.

6.2 Severability; Waiver

The unenforceability of any part of this Agreement shall not render the remainder unenforceable. Any delay or waiver by a party to declare a breach or seek any remedy available to it under this Agreement or by law will not constitute a waiver as to any future breaches or remedies.

6.3 Assignment

This Agreement may not be assigned without the prior written consent of the other party. This Agreement will be binding upon the parties hereto, and their successors, heirs and assigns.

6.4 Amendments

This Agreement may not be amended or supplemented in any way except in writing, dated and signed by authorized representatives of both parties except that special addenda for purposes of specific assignments may be adopted, as to that assignment, through the exchange of e-mails containing the agreed upon terms and a return e-mail clearly accepting such terms.

6.5 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule.

6.7 Entire Agreement

This Agreement, its Exhibits (and any job descriptions signed by the Customer) are the entire understanding and agreement between the parties with respect to the subject matter covered, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated in this Agreement are superseded.

PART B – SUBSTITUTE TEACHER SERVICES

The provisions within this Part apply to the provision of temporary substitute teachers and should be read in conjunction with the relevant provisions of Part A.

1. SERVICES

Scoot will assign to Customer temporary employees to perform services, typically as short or long-term substitute teachers (hereafter generally referred to as "Substitutes".) The Substitutes shall report to the sites requested by Customer and shall be under Customer's supervision while assigned. Any additional assignments to a Substitute must be agreed to between Scoot and Customer in a written addendum to this Agreement.

2. PAYMENT FOR SERVICES

Scoot shall invoice Customer on a weekly basis which invoice is to be paid within seven (7) days of receipt. The rate of pay is set forth in Exhibit A. If you have any issue with an invoice, you agree to raise it specifically before the due date and to timely pay that portion of the invoice which is not questioned. Late charges will be imposed on any unpaid fees at the rate of eight (8%) per annum or the maximum amount allowable by applicable law, whichever is less.

3. SCOOT'S COMMITMENTS

3.1. Scoot will use its best efforts to recruit, employ and assign qualified Substitutes for assignments as requested by Customer.

3.2. Scoot will screen Substitutes before employing them to verify that all substitute teachers have submitted to a live-scan criminal history check via the DoJ and FBI with ongoing arrest notifications. Scoot will ensure all Substitutes comply with the requirements of Education Code Section 45125.1 et seq. before they are

permitted to perform services for the Customer. If Scoot is notified of any arrest or other similar infraction regarding an active Substitute, Scoot will immediately remove that Substitute from service and notify the Customer.

3.3. All Substitute Teachers must have a physician-signed chest x-ray or physician signed risk assessment form proving that no risk factors are present or proving a negative tuberculosis test result within 60 days of employment with Scoot Education or more recent.

3.4. Scoot will verify that all Substitutes are eligible to work in the United States.

3.5. Scoot will provide all Substitutes with a means to report their working time and shall pay all Substitutes their wages and provide them all benefits for which they are eligible as Scoot employees.

3.6. Scoot shall handle all payroll-related tax and other withholding, as appropriate and shall provide Workers' Compensation insurance for all Substitutes.

3.7. Scoot shall protect Customer's Confidential Information and the Confidential Information of Customer's pupils including by requiring all Substitutes to execute a Confidentiality Agreement.

3.8. Scoot shall require all Substitutes comply with Customer's policies and procedures when the Substitute is on Assignment to the Customer and shall further comply with any reasonable requests by Customer for Substitutes to execute other documents such as documents Customer may require regarding any Intellectual Property a Substitute may develop while assigned to Customer.

3.9. Scoot shall comply with all applicable laws, regulations and ordinances applicable to it as a temporary staffing agency and as the employer of the Substitutes.

4. CUSTOMER COMMITMENTS

4.1. Customer shall provide Substitutes with a safe and suitable workplace including appropriate training regarding any special hazards, evacuation procedures, etc.

4.2. Customer shall provide Substitutes with an orientation regarding all other applicable workplace expectations including school rules, student discipline, grading and homework policies, etc.

4.3. Customer shall supply Substitute with appropriate lesson plans and educational materials and will provide usual and customary supervision of Substitute while Substitute is on assignment to Customer.

4.4. Customer shall provide Scoot with a prompt notice of any injury or altercation involving a Substitute as well as any performance issue or complaint. Customer will permit Scoot to participate in any investigation should it so desire.

4.5. Customer shall be specifically responsible for the conduct of Substitute with respect to any keys, cash, and confidential information and records of students and the Customer's regular employees to which Substitute has access during the assignment. Customer also assumes responsibility (except to the extent covered by Workers' Compensation) in connection with any use of Customer vehicles or equipment in connection with the assignment.

4.6. Customer agrees that unless separately set forth in an addendum to this Agreement, Customer shall not assign a Substitute sole custody of a single student, sole responsibility for supervising more than one classroom of students at a time, or administering or maintaining custody of any student medications.

4.7. Customer shall comply with all applicable laws, regulations and ordinances. No actions undertaken by Customer under this Agreement violate the terms of any other contract including any collective bargaining agreement.

4.8. Any qualifications or characteristics Customer requests for any assignment are based on essential bona fide occupational qualifications the determination of which is Customer's sole responsibility. Scoot is not responsible for screening Substitutes based on any qualifications or criteria which are not specifically disclosed by Customer.

4.9. Customer will inform Scoot if Customer currently subscribes to CalSTRS or becomes a member of CalSTRS.

5. BILLING & PAYMENT TERMS

5.1. Invoices

Scoot will invoice Customer each week for the services of the Substitutes at the rates set forth in Exhibit A or such other rates as the parties may agree upon at the time of Assignment. Any modification to rate must be set forth in writing and accepted by both parties. An e-mail exchange agreeing to a rate change will be deemed sufficient evidence of such an agreement but it will only apply to the specific position under assignment.

5.2. Taxes

Any sales or use taxes that apply to sales to Customer will be added to Customer's invoices as a separate item. Scoot will pay for any taxes that apply to the services of or compensation paid to the Substitutes.

5.3. Expenses

Expenses incurred by Substitutes within the scope of their assignment (for example, mileage to attend meetings) will be charged to the Customer, passed through without mark up.

6. WORKERS' COMPENSATION AND LIABILITY INSURANCE

Scoot will, at its own expense, provide and keep in full force and effect during the term of this Agreement the following kinds and minimum amounts of insurance:

6.1 Workers' Compensation

Workers' compensation statutory coverage as required by the laws of the jurisdiction in which the services are performed and includes alternate employer endorsement;

6.2 Commercial General Liability

Commercial general liability insurance with a $1,000,000 combined single limit per occurrence / $3,00,000 aggregate and includes contractual liability and personal injury coverage;

6.3 Automobile Liability

Hired and non-owned auto liability insurance with a $1,000,000 combined single limit per occurrence;

6.4 Abusive Acts Coverage

Abusive Acts occurrence based liability insurance with a $2,000,000 combined single limit per occurrence / $2,00,000 aggregate;

Scoot will provide Customer with a certificate of this insurance coverage upon request.

7. INDEMNIFICATION BY SCOOT

7.1. Scoot will indemnify, defend and hold harmless Customer and its directors, officers, employees and agents, to the extent of the insurance limits set forth in Section 6, from and against all demands, claims, actions, losses, judgments, costs and expenses (including reasonable attorney fees) (collectively "Damages") imposed upon or incurred by Customer to the extent arising out of any of the following:

i) Scoot's failure to comply with its obligations under applicable employment-related laws, regulations or orders in Scoot's capacity as the general employer of the Assigned Employees; and

ii) Breach of any obligation of Scoot contained in this Agreement.

7.2 Scoot's obligation to indemnify, defend and hold harmless will not apply to: (i) indirect, special or consequential Damages, (ii) the extent that Damages are due to Customer's failure to fulfill its duties, (iii) the extent that any Damages are the result of any negligent act or omission or intentional misconduct of Customer, its officers, employees or agents, or (iv) the extent that Customer is required to indemnify Scoot against such Damages under Section 9.

8. INDEMNIFICATION BY CUSTOMER

8.1 To the extent permitted by law, Customer will indemnify, defend and hold harmless Scoot and its directors, officers, employees and agents from and against all Damages imposed upon or incurred by Scoot other than for job-related bodily injury or death of a Substitute covered by Workers' Compensation, arising out of any of the following:

i) Customer's failure to comply with its obligations under applicable laws, regulations, ordinances or other contracts;

ii) Any claims asserted against Scoot or its Substitute by students, their parents or representatives, Customer personnel or business invitees, or other third parties arising from conduct of the Substitute while on assignment with Customer (except to the extent that such claim is determined to have been caused by the negligence of Scoot or the failure of Scoot full time staff personnel to reasonably fulfill their obligations regarding the recruitment, screening, and hiring of the Substitute); or

iii) Breach of any obligation of Customer contained in this Agreement;

8.2 Customer's obligation to indemnify, defend and hold harmless will not apply (i) to indirect, special or consequential Damages or (ii) to the extent any Damages are caused by any negligent act or omission or intentional misconduct of Scoot, its officers, employees or agents.

9. SUBSTITUTE NON-SOLICITATION

Customer is prohibited from hiring Substitutes to serve as substitutes directly employed by Customer during the term of this Agreement and for twelve (12) months hereafter unless engaging in Scoot's temp-to-perm program as outlined in Exhibit A.

PART C - PLACEMENT SERVICES

The provisions within this Part apply to the provision of permanent and leave placement services and should be read in conjunction with the relevant provisions of Part A.

1. PRESENTATION OF OUR CANDIDATES

1.1 The presentation of one of our Candidates commences when we first forward to you any information about the Candidate whether on an identified, anonymous, or pseudonymous basis.

1.2 You may engage Scoot to supply Candidates on a non-exclusive basis or you may engage Scoot on an exclusive basis. You must inform us in writing at the outset of our engagement on what basis you are engaging us.

2. NON-EXCLUSIVE ENGAGEMENT

2.1 If you engage Scoot on a **non-exclusive basis** you must:

(a) provide us with full and accurate information about the position to be filled and Candidate required; and

(b) not communicate directly with our Candidates other than as permitted under this Agreement.

2.2 If we present a Candidate on a **non-exclusive basis**:

(a) we will take reasonable steps to ensure that we have the Candidate's permission to present that Candidate to you;

(b) we make no representation or warranty that:

(i) the Candidate will be suitable for any position with Customer;

(ii) the Candidate's details and information as shown in the Candidate's resume or other background are accurate, relevant, complete, or up to date;

(iii) the Candidate's nominated referees have given positive references;

(iv) we have any exclusive entitlement to present the Candidate; or

(v) the Candidate has not already been presented to you by other means.

2.3 If after we have presented a Candidate on a non-exclusive basis you ask us (and we agree) to take steps to assess the Candidate's suitability with a view to our short-listing Candidates for your consideration, or to conduct pre-placement investigations or evaluation:

(a) we will take reasonable steps to present only Candidates who, in our opinion, are potentially suitable for placement with a view to short-listing or assessing them for your consideration;

(b) we will:

(i) when short listing or evaluating our Candidates take reasonable steps to validate relevant information which we collect from our Candidates however, we make no warranties in relation to the validity of a Candidate's credential(s) and/or qualifications if they were obtained outside the United States;

(ii) ensure so far as practicable that the information we provide when short-listing our Candidates is substantially accurate, relevant, complete and up to date;

(iii) alert you to those relevant aspects of our short-listed Candidate's information that we have not been able to satisfy ourselves are substantially accurate, complete or up to date;

(iv) arrange interviews with selected Candidates, involving our staff, and you if necessary;

(v) make our short listing or evaluation observations to you; and

(vi) subject to negotiating fees and charges, such further tasks as are specifically agreed in writing.

3. EXCLUSIVE ENGAGEMENT

3.1 You agree:

(a) that if we are engaged on an **exclusive basis** with respect to any position which you require to have filled:

(i) you will expressly state the period of our exclusive appointment and confirm it to us in writing;

(ii) for the period of our exclusive appointment you will:

A. not brief any other employment service provider or agency with respect to the position;

B. direct any other employment service provider or agency who makes inquiry of you with respect to the position to make inquiry through us;

C. direct any applicant or Candidate for the position, whom we have not already presented to you in respect of that position, (including any Candidate who applies internally or directly to you or who is referred by any third party) to apply for the placement through us;

(iii) will use your best endeavors to assist us, in good faith, to fill the position within the period of our exclusive appointment;

(iv) following the expiration of the period of our exclusive appointment, unless you have terminated this Agreement or no longer require the position to be filled, you will continue to engage and authorize us to recruit for the position.

4. YOUR RESPONSIBILITIES

When engaged on a **non-exclusive or exclusive basis,** you agree:

(a) to notify us immediately of:

(i) the outcome of any interview between you and our Candidate;

(ii) any employment offer (or acceptance of any offer) in relation to the placement of our Candidate with you, or a person on whose behalf or for whose benefit you may be acting, or to whom you have communicated any personal information about our Candidate. Your notification must include details of the remuneration or benefits offered;

(iii) your employment or engagement of our Candidate;

(b) to provide us with a copy of the contract or an accurate summary of its contents within seven days of its being agreed by both you and the Candidate;

(c) to include the following information in the contract or summary:

(i) the name of the Candidate;

(ii) the name of the person or entity engaging the Candidate;

(iii) status of the placement – whether fixed term/task, casual or non-casual and whether as an employment or in some other capacity;

(iv) the location of the job;

(v) the start date for the placement;

(vi) the hours the Candidate is to work per week;

(vii) a job description describing the work that the Candidate will be expected to perform;

(viii) the experience, training and qualifications required of the Candidate;

(ix) details of any authorization required by law or any other professional body in order for the Candidate to undertake the placement (including but not limited to professional credential(s) or validation); and

(x) the Candidate's remuneration;

(d) to pay us our fee for the placement if you breach any contract for the employment or engagement of our Candidate before the placement is complete and the contract terminates for that reason;

(e) that you are responsible for satisfying yourself:

(i) that our Candidate has the qualifications, training, and experience necessary to undertake the placement; and

(ii) that our Candidate meets any suitability, security, trade, professional, or occupational health and safety requirements imposed by law in order to work in the placement;

(iii) that our Candidate meets any other inherent requirements of the placement;

(f) that you are responsible for obtaining work permits or the appropriate authorization for the Candidate to work, including the provision of any required documentation about the placement that our Candidate requires in order to apply for any necessary work permit, work authorization, visa or entry clearance including certification of suitability to work with any special population;

(g) that unless specifically provided for within this Agreement we are not obliged to disclose to you the results of the pre-placement investigation or evaluation of our Candidates;

(h) that you will not seek or receive any unlawful premium in respect of the engagement of our Candidates regardless of whether it is to be paid by the Candidate or by any other person. For the purpose of this provision "premium" includes a consideration, gift, allowance or forbearance for the engagement of our Candidate.

4.2 If you fail to comply with clauses 3.1(a) or 4 you will pay to us, as liquidated damages, an amount equal to the placement fee we would have charged if you had complied and we had placed a Candidate with you or presented a Candidate in respect of whose placement we would have been entitled to a placement fee.

4.3 You will allow us to advertise and source Candidates using any lawful medium available to us, unless agreed otherwise in writing with you.

5. OURS FEES AND CHARGES

5.1 When engaged on a **non-exclusive or exclusive basis**, we will charge you the fee set out in Exhibit A if, within twelve (12) months of our last presentation of our Candidate to you, that Candidate accepts a position with:

(a) you, or

(b) any of your Related Entities;

(c) any of your other divisions;

(d) another person

(i) on whose behalf or for whose benefit you may be acting, or

(ii) to whom, without our consent, you have disclosed personal information about that Candidate that we have provided to you.

5.2 If any component of our fee is calculated in whole (or in part) as a percentage of AGS and AGS has not been agreed with the successful Candidate at the time when we may invoice you for payment, AGS will be calculated on the basis of the highest AGS advised to us by you at any time up to invoicing.

5.3 If we present one of our Candidates for a placement that attracts commission or earned bonuses as part of the remuneration AND our fee is calculated in whole or in part as a percentage of AGS:

(a) We will provide to you our estimate of the AGS inclusive of the commission and earned bonus and attempt to agree it with you;

(b) AGS for the purpose of calculating our fees:

(i) will be calculated having regard to the estimated commission/bonus earnings indicated by any position description, authorized job advertisement, or key performance indicators that may be available;

(ii) if our estimate is disputed in writing within one business day of its being provided to you, a mutually agreeable, qualified third-party referee shall act as an expert and not as an arbitrator;

(iii) if not disputed in the manner set out at sub paragraph (ii) above, will be deemed to be the amount provided in our estimate.

5.4 We may vary our fees and charges by giving written notice to you. The variations will take effect from the earlier of 14 days after our notice to you or the date:

(a) you tell us you accept them;

(b) you request our services, or request us to continue providing services to you after we have provided you with notification of variation of our fees;

(c) you accept an interview with, make an offer to, employ or engage a Candidate we have presented to you; or disclose information that we have provided to you about our Candidates to a third person without our consent.

5.5 You must pay our fees and charges, within seven (7) days. If you have any issue with an invoice, you agree to raise it specifically before the due date and to timely pay that portion of the invoice which is not questioned. Late charges will be imposed on any unpaid fees at the rate of eight (8%) per annum.

5.6 No claim or dispute raised with respect to our charges entitles you to set off against, or withhold payment of, the unpaid sum of our invoices.

5.7 We will provide a receipt to you when we receive the full payment of the placement fee.

5.8 You indemnify us for any costs (including legal costs on a solicitor and client basis) that we incur in taking any lawful steps to obtain overdue payment. You agree that we may recover the amount of those costs from you as a debt upon production of an invoice, which shall be sufficient proof of their amount

6. INDEMNITY

6.1 Because you are ultimately responsible for your decision to employ or engage our Placement Candidates and because once they are employed or engaged they work under your control, supervision and direction:

(a) (NO REPRESENTATIONS)

We make no representation or guarantee that they will achieve a certain level of performance, achieve a certain outcome, solve a particular problem, or attain a specific goal, or is not subject to any restraints or restrictions to or by any third parties;

(b) (NO LIABILITY)

(i) We not be liable to you for, and you will hold us harmless against any Claims or other liability for, damage, loss or injury of whatsoever nature or kind, however caused whether directly or

indirectly by or from one or more of our Candidates (including their servants or agents) once they are employed or engaged by you, including as a result of the Candidate's negligence

(c) (IMPLIED TERMS)

Our liability for any breach of a term implied in this Agreement will be limited, at our option, to providing, or paying the costs of providing, the services again.

6.2 We are not responsible for any loss, damage, costs or compensation (whether direct or indirect) which may be suffered by you or for which you may become liable, arising out of the introduction of Candidates.

6.3 We are not responsible for errors, omissions or incorrect conclusions in the details provided concerning Candidates or contractors. You are responsible for the final recruitment decision and must satisfy yourself as to the suitability of the Candidate for the position or assignment.

6.4 The provisions of this clause 6 continue to bind the parties after this Agreement ends.

7. TERMINATION PRIOR TO PLACEMENT

7.1 If you terminate this Agreement after we have commenced sourcing Candidates but prior to the date of placement, you agree that you will indemnify us for any Claims made against us by a Candidate or that we may incur as a result of, arising from, or in any way related to your termination of this Agreement.

SIGNATORIES

Signed: James Sanders	Signed: DocuSigned by: Alton B. Nelson, Jr. E5A2870BBC504AD...
Name: James Sanders	Name: Alton B. Nelson, Jr.
Title: CEO	Title: CEO
Date:	Date: 8/11/2021

EXHIBIT A

FEES FOR SUBSTITUTES

This Exhibit A is incorporated and made part of the Agreement between Scoot and Customer. The pricing in Exhibit A is confidential and proprietary, to the extent allowable by applicable law. Customer agrees not to disclose the contents of Exhibit A to persons or entities not party to this Agreement without Scoot's written permission, to the extent allowable by applicable law.

Substitutes will be assigned to the following positions and at the following rates:

Role classification*	Half-day rate (4 hours or less)	Short-term day rate	Long-term day rate#
Support Position	$178	$265	$292
Preschool (9+ ECE credits)	$191	$285	$314
Teacher	$207	$309	$340
TeachStart Fellow	$221	$330	$380
Special Education Credential in SpEd Role	$268	$400	$440

* Because Scoot Substitutes are non-exempt hourly employees, additional charges over and above the standard Daily Bill Rate will apply in the event that the Substitute is called upon to work overtime meaning working more than eight (8) hours in a work day or more than 40 hours in a work week for the same Customer. Overtime is paid at 1.5x the Substitute's hourly pay rate and will be marked up at the same rate as the standard daily pay. Substitutes are instructed by Scoot that they should seek the approval of a duly designated supervisor at the Customer site before incurring overtime but, of course, the need to ensure proper supervision of pupils may necessitate a Substitute staying over even if the designated supervisor is not immediately available. Consistent with professional best practices, Scoot Substitutes are directed to maintain supervision over assigned students until they are relieved by appropriate school personnel.

A Substitute will be considered in long-term status if the same substitute has been scheduled at a Customer school for an assignment that is for more than 15 consecutive work days or an assignment has extended beyond 15 consecutive work days (half-days and full-days are counted the same) in the same academic year.

FEES FOR TEMP-TO-PERM

Scoot pricing for temp-to-perm placements is based upon the category of the Substitute, timing of hire, or number of days the Scoot employee has worked at the hiring school during a single school year.:

TEMP TO PERM FEES FOR TEACHING ASSISTANTS AND TEACHERS (NON TEACHSTART FELLOWS)	
Days worked in hiring school year	**Fee^**
1 - 45 days worked	10% of AGS
46 - 90 days worked	5% of AGS
90+ days worked	No fee

^Fee is based upon the total, annualized gross salary (AGS), including any additional allowances or benefits that can be monetized listed on contract between Customer and Scoot employee.

TEMP TO PERM FEES FOR TEACHSTART FELLOWS	
Hire date	**Fee**
September 1 to March 1	$10,000
March 2 to May 31	$5,250
June 1 to August 31[+]	Delayed fee of $5,250

[+] When hiring a TeachStart Fellow for a full-time teacher of record position, the temp-to-perm fee will be due after one year of employment with Customer. Placement fee is contributed by Scoot to Fellow's tuition expenses.

FEES FOR LEAVE, PERMANENT AND LEAVE-TO-PERM

Pricing is based upon a percentage of the proposed annualized gross salary (AGS) as outlined in the employee agreement. Leave placements are prorated based on the assignment length (e.g., a three-month assignment will be prorated at 25% of AGS).

Leave-to-perm placements are discounted by any leave placements fees already paid to Scoot for the specific candidate.

If a candidate is employed on a fixed or short term contract and the length of employment is extended, the initial fee paid will be deducted from the revised calculated fee.

As outlined in Part C, you may engage Scoot to supply Candidates on a non-exclusive basis or you may engage Scoot on an exclusive basis. Fees will differ depending on the chosen basis.

	Non-Exclusive Basis Fee	**Exclusive Basis Fee**
Leave placements	13% of AGS prorated by assignment length	11% of AGS prorated by assignment length
Permanent placements	13% of AGS	11% of AGS
Leave-to-perm placements	13% of prorated AGS less any relevant fees already paid to Scoot	11% of prorated AGS less any relevant fees already paid to Scoot
Senior executive placements	25% of AGS	20% of AGS

Fee is based upon the total, annualized gross salary (AGS), including any additional allowances or benefits that can be monetized listed on contract between Customer and Scoot employee.

EXHIBIT B

SUBSTITUTE CANCELLATION POLICY

Customer must cancel a substitute assignment no later than midnight before the assignment. If a cancellation is made before this time, no fee will be charged to the school. Cancellations made on the same day of the shift will result in a half-day charge according to the pricing in Exhibit A.

REPLACEMENT PERIOD - SUBSTITUTE TEACHERS

Should a Scoot substitute not satisfy requirements of the assigned position within the first 90 minutes of a half-day shift or the first two hours of a full-day shift, there will be no fee charged to the school or Scoot will diligently work to replace the substitute as quickly as possible by another suitably skilled and qualified substitute teacher.

To avoid a charge, the school must:

(a) Inform Scoot of the termination of the shift before the substitute leaves the school grounds
(b) Allow Scoot a reasonable opportunity to resolve matters directly with the substitute teacher
(c) The school must provide feedback on the reason(s) for the termination/cancellation

REPLACEMENT PERIOD - LEAVE PLACEMENTS

If the employment of a leave candidate introduced to you by Scoot is terminated within the first 33% of the planned assignment length (e.g., during the first month of a three-month assignment), Scoot's Replacement Policy will take effect.

REPLACEMENT PERIOD - PERMANENT PLACEMENTS

If the employment of a full-time candidate introduced to you by Scoot is terminated within 3 months from the commencement of that person's employment, Scoot's Replacement Policy will take effect.

SCOOT REPLACEMENT POLICY

1. If within the replacement period, one of our short listed Candidates whom we have placed with you:

(a) performs unsatisfactorily in the placement for which he or she was presented and the placement is terminated for that reason; or

(b) terminates the contract then, subject to clause 1.1 and 1.2, we will use our best endeavors to present a replacement Candidate at no extra fee.

1.1 Our obligations under clause 1 arise if and only if:

(c) the Candidate was not already a replacement Candidate presented under clause 1;

(d) you pay or have paid our invoice by its due date;

(e) you notify us in writing immediately of becoming aware of any circumstance that may result in our being required to perform our obligations under this clause 1;

(f) you have provided accurate information on a regular basis during the replacement period so that we can conduct confidential and timely performance checks (and counseling) with you and with the Candidate for our own benefit and at our discretion. We are not under any obligation to pass on to you any information we collect from the Candidate under this clause;

(g) you notify us in writing of the termination of the employment, engagement or contract with or of the Candidate immediately, stating the effective date or, and reason(s) for, the termination;

(h) you have made a reasonable attempt to induct and orient the Candidate into the workplace;

(i) you have fulfilled all your other obligations arising under this Agreement in respect of the placement;

(j) the termination of the Candidate's placement is not due to:

(i) any false or misleading representation made to the successful Candidate in connection with the placement;

(ii) redundancy, retrenchment, or your operational requirements;

(iii) any action on your part which might make the termination of the successful Candidate's employment or engagement unlawful, harsh, unjust or unreasonable; or

(iv) any breach by you of the terms of the contract with the successful Candidate; and

(k) you agree to pay any advertising or additional charges which you authorize us to incur in locating another suitable Candidate.

1.2 All of the terms of this Agreement which apply to the presentation of Candidates generally continue to apply to the presentation of a replacement Candidate.

1.3 If a replacement Candidate is placed under this clause 1 at a higher AGS than the original Candidate AND our fee was calculated in whole or in part as a percentage of AGS, we may claim an additional fee referable to the increased AGS. However, no refund or credit will be paid by reason only that the AGS referable to the replacement Candidate is lower than that of the original Candidate. If no replacement candidate is placed, a credit will be applied for use at a later date.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/11/2021

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

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

PRODUCER SUNZ Insurance Solutions, LLC ID:(InSource) c/o InSource Employer Solutions, Inc. 204 37th Ave N. #318 St Petersburg, FL 33704	**CONTACT NAME:** Rick Noss **PHONE (A/C, No, Ext):** 470-891-4147 **FAX (A/C, No):** **E-MAIL ADDRESS:** rickn@insourcees.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** United Wisconsin Insurance Company / 29157
INSURED InSource Employer Solutions, Inc LCF Scoot Education Inc 204 37th Ave N. #318 St Petersburg FL 33704	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 61654809 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC526-00500-021-SZ WC526-00500-020-SZ	6/1/2021 4/14/2021	6/1/2022 6/1/2021	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: Scoot Education Inc
Client Effective: 4/14/2021 *** Approved Jurisdiction(s): CA

CERTIFICATE HOLDER

Scoot Education Inc
3839 Main St
Culver City CA 90232

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2021

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

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

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA., Inc.
505 N Brand Blvd, Suite 600
Glendale CA 91203
License#: 0726293

CONTACT NAME: Natalia Dionela
PHONE (A/C, No, Ext): 818.539.8633 **FAX (A/C, No):**
E-MAIL ADDRESS: Natalia_Dionela@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Scoot Education
3839 Main Street
Culver City, CA 90232
SCOOEDU-01

COVERAGES **CERTIFICATE NUMBER:** 69167339 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		PHPK2261624	4/14/2021	4/14/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	**AUTOMOBILE LIABILITY**			PHPK2261624	4/14/2021	4/14/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability Retro Date: 3/12/18			PHPK2261624	4/14/2021	4/14/2022	Per Claim Aggregate Deductible	$1,000,000 $3,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Policy: Employee Benefits Liability
Policy#: PHPK2261624
Carrier: Philadelphia Indemnity Insurance Company
Policy Term: 4/14/2021 To 4/14/2022
Each Claim: $1,000,000, Aggregate: $2,000,000

Policy: Abusive Acts Coverage (Occurrence Form)
Policy #: PHPK2261624
See Attached...

CERTIFICATE HOLDER

Evidence of coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Melissa Cruz

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AGENCY CUSTOMER ID: SCOOEDU-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.	**NAMED INSURED** Scoot Education 3839 Main Street Culver City, CA 90232
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy Term: 4/14/2021 to 4/14/2022
Carrier: Philadelphia Indemnity Insurance Company
Each claim: $2,000,000 / Aggregate: $2,000,000 / Deductible: $25,000

Certificate holder is named additional insured with respect to the operations of the named insured.

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Coversheet

Swing (Substitute Staffing Vendor)

Section:	IV. Action Items
Item:	L. Swing (Substitute Staffing Vendor)
Purpose:	Vote
Submitted by:	Fe Campbell
Related Material:	Swing & Making Waves Academy 2021_2022 Service Agreement.pdf

BACKGROUND:
MWA will continue to partner with the Education Team to source credentialed educators that can help fill vacancies for the 2021-2022 school year.

RECOMMENDATION:
Your approval of this contract will help ensure that MWA is able to contract credentialed educators that can provide instruction to our students during a time where schools are having difficulty filling vacant teaching positions.

CALIFORNIA

This **Platform & Services Agreement** ("Agreement") is entered into on _____ by and between Swing Education, Inc. ("Swing Education," "we" or "us") and the School(s) listed on the signature page ("School" or "you"). Swing Education agrees to provide you with access to the Swing Education Platform & Services ("Platform"), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals ("SwingSubs") on the Swing Education website at www.swingeducation.com ("Website").

This Agreement will apply regarding the obligations and relationships between School, Swing Education and each SwingSub (though SwingSubs are not party to this Agreement). Each SwingSub will be a W-2 employee as a prerequisite to being able to see and fill your Requests on the Platform.

1. Services. Swing Education agrees to provide you with:

(a) **Access to the Services**, which allows authorized School users to post Requests for SwingSub on the Platform, track and manage those Requests, and view information about the SwingSubs.

(b) **Access to Our Verification Services - California.** Swing Education verifies/does the following, as applicable, to determine whether a SwingSub is eligible/cleared to work for Schools.

i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires while the SwingSub is a registered member of the Service, Swing Education will shortly thereafter label the SwingSub teaching professional as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub Requests where a permit or credential is or is not required.

ii. **CA DOJ Live Scan Fingerprint Background Check**. Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill requests on the Website. Swing Education does this by reviewing the results of the individual's completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub's status are sent from the DOJ to Swing Education. Swing Education prevents a SwingSub from filling requests and/or removes the SwingSub from the Platform if changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.

iii. **TB Test**. Swing Education determines whether a SwingSub has obtained required TB tests before allowing a SwingSub to fill Requests on the Platform (according to this form, www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf).

iv. **Child Abuse Reporting - Mandated Reporter.** Swing Education will make all SwingSubs aware of their child and dependent adult abuse reporting obligations. Swing Education will also require all SwingSubs to confirm that they have undergone CA state Mandated Reporter Training within 6 weeks of completion of their first assignment through the Platform and annually thereafter, by signing a Suspected Child Abuse Reporting Acknowledgement Form. A copy of each signed form will be kept on file with Swing Education.

(c) **Verification Process**. Swing Education reserves the right to change any of the verification processes described above if such process become impossible or impractical to carry out as described.

(d) **Limitations**. Swing Education provides the Services as a venue for connecting Schools and SwingSubs. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or SwingSub, other than that specified below. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except to provide a Platform for Schools to post Requests and for SwingSubs to review and accept those Requests.

(e) **Relationship with SwingSubs**. Swing Education withholds and pays payroll taxes with regard to SwingSub wages but does not exercise any control over their schedules. School issues work Requests for SwingSubs to fill. School works with SwingSubs on-site and in person and thus has direct feedback and information on the actions and performance of SwingSubs. Swing Education makes no warranty or representation as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs beyond what is covered by the Verification Services above. The parties believe, and will operate with the understanding that, School is not a co-employer of the SwingSubs.

2. Acceptance of Related Terms. By signing this Agreement, you agree to any Appendix, Schedule, or Exhibit included with this Agreement. You also agree to the Website Master Terms of Service and Privacy Policy (the "Website Terms") (www.swingeducation.com/tc) available on the Swing Education website. In the event of conflict of any terms, the terms of this Agreement shall control.

3. Payments. Payments will be made to Swing Education according to the following:

(a) **Work Requests & Daily Rates.** School shall fill out work Requests for SwingSubs, specifying the work stop and start times for each work day of the Request. The School works with Swing Education to designate a "Daily Rate" or Rates, via the Platform and/or by separate communication with Swing Education, and/or as listed below. The "Half Daily Rate" is 50% of the Daily Rate. The Daily Rate applies to any Day over four (4) and no more than eight (8) hours ("Full Day") and the Half Daily Rate applies to any Day of four (4) hours or less ("Half Day"). A "Short-Term" Request is a Request up to and including 21 days, and a "Long-Term" Request is a Request that exceeds 21 days.

(b) **Amounts Due.** The "Preliminary Amount Due" is the sum of the "Estimated Daily Amounts" for each Day of the Request, based on the Daily Rate and Half Daily Rate. Swing Education will adjust each Estimated Daily Amount with relevant surcharges for overtime or if the SwingSub is not given legally-required meal or rest breaks, to arrive at "Daily Adjusted Amounts", and a total "Adjusted Amount Due".

(c) **Cancellation**. Request(s) accepted by a SwingSub, then canceled outside of 24 hrs of the initial work time, are not subject to any fees. If a Request is canceled less than 24 hrs from the initial work time, then the Amount Due will be subject to the Preliminary Amount Due for the first Day of the Request.

(d) **Invoicing.** Payment for the services of a SwingSub will be made to Swing Education according to the following. Swing Education charges and invoices, according to one of these options: Option A - Deposit Model, which includes an initial deposit, and Option B - Pay As You Go, as outlined in Exhibit A: Payment Options.

(e) **Deviations from Request.** While SwingSubs will be instructed to track their actual time worked, School must also inform Swing Education of any Work Deviations (from School's point of view) between the work times in a Request and actual time worked (including Work Deviations from mandated breaks) by 11:59pm on Friday of the same week of the relevant day for such Work

Deviations to be reflected on an invoice, via the appropriate interface on the Platform. SwingSubs shall also have the right to submit such Work Deviations, and the actual invoice will be reconciled using all known facts about the actual time worked.

(f) **Invoice Disputes.** School must identify any invoice item Dispute to Swing Education within 14 days of the invoice by emailing support@swingeducation.com, in order to Dispute such invoice item. All known facts about the actual time worked shall be used in amending such invoice items.

4. Recruitment & Off-Platform Use. If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a $2,500 finder's fee. This recruitment fee does not apply to SwingSubs who previously worked directly for the School. School shall not issue off-Platform Requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform request is grounds for Termination with Cause. If School wishes to provide an additional (bonus) wage to a SwingSub, School will make prior arrangements with Swing Education by emailing support@swingeducation.com or via other means as directed by Swing Education. Swing Education will invoice School for such additional (bonus) wages. For additional (bonus) wages made through means other than those outlined above, Swing Education will invoice School for such additional (bonus) wage(s) plus an additional 100% handling fee.

5. Term and Termination. Term. This Agreement shall be in effect for one year from the Effective Date, thereafter this Agreement shall automatically renew at the anniversary date of the Effective Date unless provided 30 days prior written notice of the intent to terminate this Agreement by either party.

(a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement at any time during its term for a breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to reasonable satisfaction of both parties. Failure to cure the breach after 30 days will allow the aggrieved party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved party.

(b) **Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.

(c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

6. Disclaimer of Warranties. The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing Education from, any and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. You hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.

7. Insurance. Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:

(a) **Commercial General Liability** insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of $1M per occurrence, $2M aggregate
(b) **Umbrella Liability** insurance of $2M Each Occurrence and in the Aggregate
(c) **Professional (Errors and Omissions) Liability** insurance covering Swing Education's legal liability for damages arising out of Swing Education's performance of the services of $2M per claim
(d) **Sexual Abuse & Molestation** insurance of $1M per occurrence and $3M in the aggregate
(e) **Workers' Compensation** insurance

8. Limitation of Liability. Swing Education takes its verification responsibilities seriously. Our verification responsibilities are limited to those specifically outlined in Section 1, and we cannot ensure the accuracy of the results we receive from any third party. Each party to this Agreement shall defend, indemnify and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, to the extent arising out of (a) that party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by that party of any of its representations, warranties, or covenants under this Agreement, unless in either (a) or (b) the claim is proximately caused by the gross negligence or willfulness misconduct of the other party. Except as required by law, neither party will be liable to the other for more than the amount received by Swing Education from you in the twelve-month period preceding the date a claim is first asserted.

9. Federal & Other Mandated Obligations to SwingSubs.

(a) While Swing Education will be the employer of SwingSubs, because School determines the schedules of SwingSubs and directs them as to the manner and means of work on a daily basis, School agrees to treat SwingSubs similar to employees with respect to all relevant federal and other laws protecting the rights of employees.
(b) School shall provide a safe, clean work environment that complies with all applicable local, state and federal laws, including but not limited to, federal OSHA and equivalent state agency requirements. School agrees to treat SwingSubs in a manner similar to its own employees with respect to any situation which Swing Education cannot address due to the nature of the working relationship of the parties (e.g., Swing Education has no presence on or control of work sites). School Requests will include and incorporate any required training time so that SwingSubs will be compensated for such training. School shall indemnify and hold Swing Education harmless against and from any claims made or brought by a SwingSub or a third party as a result of School's breach of these obligations except in case of a workers' compensation claim finding.

10. Third Parties and Subsidiaries. School understands that Swing Education may use third parties, such as its own subsidiaries, as well as administrative organizations ("ASOs"), and professional employer organizations ("PEOs"), to carry out its obligations under this Agreement.

11. Entire Agreement. This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise explicitly provided above. This Agreement is valid only if signed by School within 60 days of the Effective Date listed above.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.

Michael Teng

Michael Teng
CEO

Date: _____

Email:
mike@swingeducation.com

Address:
700 S. Claremont Street
San Mateo, CA 94402

SCHOOL:

_____

Name:

Title:

Date:

Email:

Address:

Exhibit A: Payment Options

Swing Education charges a Daily Rate or Rates as agreed to with School, according to one of the below options. Swing Education will invoice school on a periodic basis, no less than once a month.

☐ **Option A - Payment Plan.** Under Option A, upon execution of this contract, Swing Education will Invoice the School a Top-Up Amount of $56,368, or in the alternative, the Top-Up Amount defined in the Pilot Program (if offered), which the School will pay within 30 days. The Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as Requests are rendered. Once the School's Account Balance drops below the Minimum Balance of $30,912, Swing Education will invoice the Top-Up Amount again. If the Top-Up Amount is not paid within 90 days, Swing Education reserves the right to immediately discontinue all services, or, in the alternative, to automatically switch the School to Option B, both with notice. Swing Education reserves the right to increase the Minimum Balance as it deems necessary in light of running school usage. Under Option A, for a Short-Term Request Swing Education will charge a $245 Daily Rate for a Request that requires a Teaching Credential (as described in Section 1) and a $220 Daily Rate for a Request that does not require a Teaching Credential. For a Long-Term Request, Swing Education will charge a $280 Daily Rate for a Request that requires a Teaching Credential and $240 Daily Rate for a Request that does not. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly. Swing Education reserves the right to change the Top-Up Amount based on running School usage, i.e., to approximately the dollar amount represented by the previous three months of active School usage (i.e., not including extended holidays). If the amount invoiced for an invoice period exceeds the Top-Up Amount or brings the Account Balance below zero, Swing Education can invoice School for the excess amount and/or the amount below zero, in addition to the Top-Up Amount.

☐ **Option A – Deposit Model**. Under Option A, upon execution of this contract, Swing Education will Invoice the School a Deposit Amount of $39,644 which the School will pay within 30 days. If the Deposit Amount is not paid within 30 days, Swing Education reserves the right to suspend or terminate School's use of the Services, or switch the School to Option B, with notice. This Deposit Amount will be held by Swing Education against Requests that are made by School in the last two calendar months of the School year (the "Deposit Period"), typically May and June (unless otherwise agreed upon by Swing Education and School). During the Deposit Period, Swing Education will draw down against the Deposit Amount for Requests (Swing Education will continue to invoice the School as usual, as a way of maintain ongoing records).

Any funds remaining of the Deposit Amount will be reimbursed to School as soon as is practical after the Deposit Period, and in no case later than July 31. No interest will accrue or be paid on any of the Deposit Amount, including the remaining funds reimbursed to School. If the Deposit Amount is insufficient to cover the Requests during the Deposit Period, Swing Education will invoice School and School will pay such invoices as provided for above.

Swing Education reserves the right to increase the Deposit Amount to more accurately approximate School usage over two months based upon actual usage. In such case, Swing Education will invoice the School for the Additional Amount needed to meet the new Deposit Amount. If the Additional Amount is not paid within 30 days, Swing Education reserves the right to suspend or terminate School's use of the Services, or switch the School to Option B, with notice.

Under Option A, for a Short-Term Request Swing Education will charge a $245 Daily Rate for a Request that requires a Teaching Credential (as described in Section 1) and a $220 Daily Rate for a Request that does not require a Teaching Credential. For a Long-Term Request, Swing Education will charge a $280 Daily Rate for a Request that requires a Teaching Credential and $240 Daily Rate for a Request that does not.

☐ **Option B - Pay As You Go.** Under Option B, upon execution of this contract, Swing Education will invoice the School for Amounts Due on a regular basis. School shall pay all amounts due under each invoice within 30 days of the invoice date. Under Option B, for a Short-Term Request Swing Education will charge a $260 Daily Rate for a Request that requires a Teaching Credential (as described in Section 1) and a $238 Daily Rate for a Request that does not require a Teaching Credential. For a Long-Term Request, Swing Education will charge a $298 Daily Rate for a Request that requires a Teaching Credential and $255 Daily Rate for a Request that does not.

Late Payments. Any invoice not paid within 30 days will be considered late. Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. If any invoice is not paid within 90 days, Swing Education also reserves the right to immediately suspend or terminate School from the Platform, with notice (or, in the alternative, switch the School from Option A to Option B, if possible).

Appendix A: Standard Service Terms - Version January 15, 2021

The below terms, in addition to any terms in a signed Agreement between a School and Swing Education, Inc. ("Swing Education"), apply. In the event of conflict, the terms of that signed Agreement will control.

1. Termination, Late Payments, Recruitment.

(a) **Termination for Cause**. Either party may seek Termination for Cause of this Agreement due to breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to the reasonable satisfaction of both Parties. Failure to cure the breach after 30 days will allow the aggrieved Party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved Party.

(b) **General Termination**. This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.

(c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

(d) **Late Payments**. Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month from the due date until paid, plus Swing Education's reasonable cost of collection.

(e) **Recruitment.** If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a $2,500 finder's fee to cover costs associated with finding, screening and onboarding the SwingSub, and anticipated loss of revenue.

2. FERPA Compliance. The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds obtain prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

(a) You shall designate your selected SwingSub as an "other school official" under FERPA, who has a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) you have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and you shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

3. Dispute Resolution. *This section contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

(a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.

(b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education must be sent to: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, Suite 200, San Mateo, CA 94402 and mike@swingeducation.com. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules") shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US $10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US $10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions and the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e.,

the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.

(f) **Authority of Arbitrator**. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.

(g) **Waiver of Jury Trial**. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) **Confidentiality**. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(i) **Severability**. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(j) **Right to Waive**. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(k) **Survival**. This Arbitration Agreement will survive the termination of your relationship with Swing Education.

(l) **Small Claims Court**. Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.

(m) **Emergency Equitable Relief**. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(n) **Claims Not Subject to Arbitration**. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or

misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(o) **Courts**. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Mateo County, California, for such purpose.

4. General Provisions.

(a) **Attorneys' Fees**. The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.

(b) **Notices**. All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party, as designated below and as on the signature page, should they differ.

i. Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, Suite 200, San Mateo, CA 94402, mike@swingeducation.com
ii. School: As on signature page of signed Agreement.

(c) **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) **Waiver**. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

(e) **Assignment**. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

(f) **Successors and Assigns**. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(g) **Governing Law**. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

(h) **Non-Discrimination.** Swing Education represents that it will exercise equal opportunity in the registration and assignment of all SwingSubs and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political

affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Swing Education agrees not to discriminate on any of these bases in its practices and policies.

(i) **Confidentiality.** Both parties may receive information that is proprietary and/or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of School's confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.

(j) **Employer For Wages.** Swing Education shall be the employer (similar to a professional employer organization) of SwingSubs for purposes of wages/payroll taxes and workers' compensation. Swing Education may also, in its discretion, provide health or other benefits to SwingSubs, even if not required by law.

Coversheet

Board Resolution

Section:	IV. Action Items
Item:	M. Board Resolution
Purpose:	Vote
Submitted by:	Elizabeth Martinez & Alton B. Nelson Jr.
Related Material:	Resolution COVID-19 Pandemic_Emergency Authority Delegation (2).pdf

BACKGROUND:
The board resolution seeks to delegate emergency authority to Making Waves Academy's Chief Executive Officer, Alton B. Nelson Jr. The resolution ensures the Chief Executive Officer/designee has the tools needed to protect the health and safety of students, staff, and families and to ensure student learning continues as health conditions and health risks change related to the COVID-19 pandemic.

RECOMMENDATION:
We recommend the board reviews and approves this resolution.

RESOLUTION TO DELEGATE EMERGENCY AUTHORITY DURING THE CORONAVIRUS/COVID-19 PANDEMIC

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a statewide emergency arising from the COVID-19 Pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a national State of Emergency due to the outbreak and spread of COVID-19; and

WHEREAS, both the California and United States remain in a current state of emergency resulting from the spread of COVID-19; and

WHEREAS, Article I, Section 28 of the California Constitution declares that "[a]ll students and staff of public, primary, elementary, junior high, and senior high school … have the inalienable right to attend campuses which are safe, secure and peaceful;" and

WHEREAS, California Education Code section 35161 permits the Board to delegate to an officer or employee of the District/LEA any of the Board's powers and duties, and the Board desires to delegate to the Chief Executive Officer/designees certain powers and duties to address changing needs related to reopening schools after the emergency closure and during the COVID-19 Pandemic state of emergency; and

WHEREAS, Making Waves Academy recognizes that schools are fundamental to child and adolescent development and well-being and provide students with academic instruction, social and emotional skills, reliable nutrition, physical and mental health therapy, and opportunities for physical activity, among other benefits. These benefits are described by the American Academy of Pediatrics and are widely accepted and recognized; and

WHEREAS, the Board of Directors recognizes that the nature of the COVID-19 crisis is ever-changing and that immediate responses to issues is of paramount importance to ensuring the safety and well-being of students, their families and MWA employees; and

WHEREAS, it is imperative that the Chief Executive Officer/designee have the tools to ensure the health and safety of students, staff, and families and to ensure student learning continues as health conditions and health risks change; and

WHEREAS, the Board of Directors authorizes the Chief Executive Officer to close the school, change the regular school day schedule, or take any necessary action when COVID-19 Pandemic-related emergencies warrant. The school's safety plans provide the Chief Executive Officer with direction and reasonable steps to prevent and/or mitigate the impact of an emergency on MWA students and staff. The Board of Directors authorizes the Chief Executive Officer to take immediate action that is necessary to avoid any risk to the safety or security of students, staff, or district property and act on behalf of the Board of Directors in a manner that is consistent with law and other relevant Board Policies; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Board of Directors expects that MWA administration will continue to review guidance from State and local public health officials, monitor the spread of COVID-19 and its impact on our school operations, coordinate with the County Public Health Director, and take all reasonable steps needed to follow state and local public health directives.

BE IT FURTHER RESOLVED AND ORDERED that the Board of Directors hereby delegates to the Chief Executive Officer authority to take all necessary and appropriate action to respond to the COVID-19 Pandemic emergency or other emergency situations, including but not limited to, any action:

A. To ensure and protect the welfare, safety and educational well-being of all students and employees;
B. To use any instructional model or combination of models, as permissible by state and federal law, as needed and as conditions change;
C. To close, cancel, or modify activities, programs, or courses on a case-by-case basis including, by classroom, grade level, or school-wide basis;
D. To reopen classes/schools/programs after closure in a manner consistent with public health directives and the School's Reopening Plan; and
E. To protect School property.

BE IT FURTHER RESOLVED AND ORDERED that the Chief Executive Officer is expected to provide regular updates to the Board and consult with the Board on key decisions.

BE IT FURTHER RESOLVED AND ORDERED that all or any portion of this Resolution or the School's reopening plan, following a closure, may be altered or deleted by formal board action, if necessary.

BE IT FURTHER RESOLVED AND ORDERED that should any portion of this Resolution be held invalid, the invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provisions or application, and to this end the provisions of this Resolution are declared to be severable.

BE IT FURTHER RESOLVED AND ORDERED that this Resolution is an emergency measure within the mandate and jurisdiction of the Board and is necessary for the immediate welfare of the schools and its students. Therefore, this Resolution shall become effective immediately upon its adoption and shall remain in effect until repealed by formal Board action.

IN WITNESS WHEREOF, this resolution was approved and adopted by the Governing Board of Making Waves Academy this September 9th, 2021.

AYES: ____ NOES: ____ ABSENT: ____

I, Alicia Malet Klein, Board President of the Board of Directors of Making Waves Academy, do hereby certify that the foregoing is a full and correct copy of a Resolution adopted by the Board at a duly called and conducted meeting held on September 9th, 2021.

Passed on _____by a vote of _____.

_____
Alicia Malet Klein, Board President

Coversheet

New Board Policy: Parent Code of Conduct

Section: IV. Action Items
Item: N. New Board Policy: Parent Code of Conduct
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: Board Policy 14 - Parent-Guardian Code of Conduct_Final.docx

BACKGROUND:
The purpose of the Parent/Guardian Code of Conduct is to provide a mutual understanding to all parents/guardians about conduct expectations while on school property, at school events, and when interacting with Making Waves Academy (“MWA” or the “School”) employees, students, and/or other parents/legal guardians.

RECOMMENDATION:
We recommend the board reviews and approves Board Policy 14: **PARENT/GUARDIAN CODE OF CONDUCT.**

Board Policy 14: Parent/Guardian Code of Conduct
Approved: [INSERT], 2021
Revised: [INSERT]

PARENT/GUARDIAN CODE OF CONDUCT

1. Policy and Purposes

The purpose of the Parent/Guardian Code of Conduct is to provide a mutual understanding to all parents/guardians about conduct expectations while on school property, at school events, and when interacting with Making Waves Academy ("MWA" or the "School") employees, students, and/or other parents/legal guardians.

2. General Operating Principles

We expect parents/guardians to have a fundamental understanding and commitment to the following general principles:

- Teachers, administrators, and parents/guardians want all children to succeed.
- Teachers, administrators, and parents/guardians help to foster an inclusive and safe campus culture.
- Teachers, administrators and parents/guardians must work together for the benefit of all students.
- All parents/guardians, MWA employees, as well as all members of the school community, deserve to be treated with respect.
- Teachers, administrators, and parents/guardians will comply with currently mandated and recommended health and safety protocols.
- Parents/guardians have multiple pathways to share comments, feedback, and concerns (refer to the Campus Life Guidebook for the available pathways).
- School leaders will create appropriate opportunities to address any issues of concern.
- Parents/guardians are welcomed at MWA Board of Directors meetings, where they can provide comments during open session.
- Teachers, administrators and parents/guardians will adhere to best practices for timely communication. This includes:
    - Scheduling an appointment to ensure the best person to address concerns is available.
    - MWA Staff and administrators will do their best to return all phone calls/emails within 2-3 school days.

3. Prohibited Behaviors

In order to foster a productive partnership and provide a peaceful and safe school environment, MWA prohibits the following behaviors by parents/guardians:

- Abusive, threatening, discriminatory, racist, profane, or harassing communication, either in person, by email, by text/voicemail/phone, or other written or verbal communication.
- Disruptive behavior that interferes or threatens to interfere with MWA operations, including the effective operation of a classroom, meeting spaces, school events, an

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employee's office or duty station, a campus lobby, or school grounds, including sporting events, parking lots, and car-pickup.
- Threatening to do bodily harm to an MWA employee, visitor, volunteer, fellow parent/guardian, or student.
- Threatening to damage the property of an MWA employee, visitor, volunteer, fellow parent/guardian, or student.
- Damage or destruction of MWA property.
- Excessive unscheduled campus visits, emails, text/voicemail/phone messages or other written or oral communication that impede MWA employees from properly serving students or operating the campus. School staff and administration may not always be immediately available to speak with parents/guardians. The only way to ensure that an MWA staff member or administrator is available is to schedule an appointment. Staff and administrators have a practice of attempting to return all phone calls/emails within 2-3 school days with great success. Calls and visits will be responded to consistent with this practice if someone is not immediately available.
    - Any concerns regarding these matters must be made through the appropriate channels so they can be dealt with fairly, appropriately, and effectively for all.
    - Parents are discouraged from raising complaints through social media, including but not limited to: websites, blogs, wikis, social networking sites such as Google+, Facebook, Instagram, Snapchat, LinkedIn, Twitter, Flickr, and YouTube because the School cannot track such complaints and therefore has no ability to ensure that they are responded to.
- Use of defamatory or offensive comments regarding the School or school staff made publicly to others.

4. Consequences

In situations involving lesser infractions or where remediation is viable, a warning will be provided, either verbal or in writing by the School.

In serious situations, the Senior School Director or designee may withdraw consent for a parent/guardian to be on campus for up to 14 days, even if the parent/guardian has a right to be on campus, whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt MWA's orderly operation. Consent shall be reinstated whenever the Senior School Director has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the School campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which the notice of hearing is to be sent. The Senior School Director shall grant such a hearing not later than seven days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.

The Senior School Director or designee may seek the assistance of the police in managing or reporting any visitor in violation of this Policy.

Possible legal consequences may include:

- Pursuant to the California Penal Code, if a parent/guardian does not leave after being asked or if the parent/guardian returns without following the posted requirements after being directed to leave, the parent/guardian will be guilty of a

misdemeanor, which is punishable by a fine of up to $500.00 or imprisonment in the County jail for a period of up to six months or both.

- Under California Education Code section 44811, any parent/guardian whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than $500.00 and no more than $1,000.00 or by imprisonment in a County jail for no more than one year, or both, the fine and imprisonment.
- Disruptive conduct may lead to MWA's pursuit of a restraining order against a parent/guardian, which would prohibit the parent/guardian from coming onto Charter School grounds or attending school activities for any purpose for a period of up to three years.

Additional information about visiting the campus and removal procedures can be found in the Parent/Guardian Student Handbook under the Visitor Policy/Guidelines section.

Coversheet

RIDS Transportation Expense

Section: IV. Action Items
Item: O. RIDS Transportation Expense
Purpose: Vote
Submitted by: Karen Snider

BACKGROUND:
Due to the ongoing pandemic, the school is not offering bus transportation broadly for the first semester. However, there are five students whose IEP requires that the school provides transportation. MWA has a general contract in place with RIDS Transportation who specializes in transporting minor students to and from school. In order to fulfill the requirements for these students' IEPs, we estimate an expense of $48,710 for the first semester.

RECOMMENDATION:
We recommend the board approves a fiscal impact not to exceed $50,000 for the first semester.

Coversheet

Full Slide Deck

Section: VI. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)
Item: A. Full Slide Deck
Purpose: FYI
Submitted by:
Related Material: AIT_Deep_Dive_09.01.21.pptx
ASB_Board_Report_-_September_2021.pptx

AIT Deep Dive

Micah Stilwell

Thursday, September 9, 2021

Learn. Graduate. Give Back.

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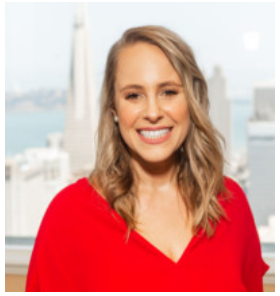
- AIT Introductions
- Returning to Campus!
- S1 Instructional Priorities
- Moving Forward
- Board Member Feedback

AIT Introductions

Micah Stilwell
Senior Director of
Academic Instruction

Aurelio Garcia
Director of Academic
Support Services

Radhika Kolichina
Director of Academic Instruction
Math/Science



Karen Snider
Director of Special Education

Eric Becker
Director of Academic Instruction
Humanities

Michael Williams Jr.
Director of Applied Technology

Returning to Campus

August PD (Hybrid)

August PD Objectives

- ➔ Welcome MWA community to campus utilizing our one school organizational model
- ➔ Develop a shared understanding of MWA's approach to returning to campus: safety, SEL, and rigorous instruction
- ➔ Develop a shared understanding of MWA's approach to instructional planning and vertical collaboration
- ➔ Develop a shared understanding of MWA's approach to social-emotional well-being and our holistic approach to student support services

"It is my first day with MWA , online via zoom, and it is really wonderful to see all my new colleagues and listen to their vision, health and safety guidelines, and backward planning designs."

"Knowing the priorities leadership has in mind for semester 1 is reassuring and will help my planning."

Welcoming Wave-Makers!

The Big Splash

For the first two weeks of school, the academy-wide focus was to ensure Wave-Makers experienced a smooth transition back to campus.

The daily content for The Big Splash included:

- **Community Building**
- **Relationship Development**
- **REPs Introduction**

DO NOT COPY THIS SCHEDULE -- it is a living document and is open to updates :-)

2021-22 US Schedule (original doc linked here)

Week 1 Big Splash

Monday 8/16 Welcome Back! (Covid Safety)		Tuesday 8/17 Showing Up! (attendance)		Wednesday 8/18 Nutrition/Eating Policies		Thursday 8/19 Holistic Services and Restorative Practices		Friday 8/20	
Period 0 7:30 - 8:20		Period 0 7:30 - 8:20		Period 0 7:30 - 8:20		Period 0 7:30 - 8:20		Period 0 7:30 - 8:20	
Advisory 8:30 - 9:00	• Welcome Back (ASB) • QR Crisis Go • Advisory Community Building	Advisory 8:30 - 9:00	• Introductions (Faculty) • Advisory Community Building	Advisory 8:30 - 9:00	• Introductions (School Wide Administration) • Advisory Community Building	Advisory 8:30 - 9:00	• Introductions (HSST) • Advisory Community Building	Period 1 8:30 - 9:20	• Advisory Community Building
Period 1 9:05 - 10:35	• Introduction to the Big Splash • Community Building Resources	Period 4 9:05 - 10:35	• Attendance • Community Building Resources	Period 1 9:05 - 10:35	• Nutrition • Snacks/Break/Lunch • Community Building Resources	Period 4 9:05 - 10:35	• Intro to restorative practices • Community Building Resources	Period 2 9:25 - 10:15	• Community Building
Break 10:35 - 10:45								Period 3 10:20 - 11:10	• Community Building
Period 2 10:50 - 12:20	• COVID Safety Reps • Game: COVID Safety REPS Game PIN: 07887432 • Community Building Resources	Period 5 10:50 - 12:20	• Community Building Resources	Period 2 10:50 - 12:20	• Community Building Resources	Period 5 10:50 - 12:20	• Community Building Resources	Period 4 11:15 - 12:05	• Community Building
Lunch 12:20 - 12:55									
Period 3 1:00 - 2:30	• Dress Code and Cell Phone Policy (skip the nutrition slide today) • Community Building Resources	Period 6 1:00 - 2:30	• Community Building Resources	Period 3 1:00 - 2:30	• Community Building Resources	Period 6 1:00 - 2:30	• Community Building Resources	Period 5 12:45 - 1:35	• Community Building
Advisory 2:35 - 3:35	• Ops Reps: Arrival and Dismissal • Advisory Community Building	Advisory 2:35 - 3:35	• Write a letter to your future self • Advisory Community Building	Advisory 2:35 - 3:35	• Advisory Community Building	Advisory 2:35 - 3:35	• Advisory Community Building	Period 6 1:40 - 2:30	• Community Building

Semester 1 Priorities

Instructional REPs are the ROOTS!

Build Relationships: Listen & Learn

- **Utilize & strengthen existing communication structures**
- Foster a collaborative culture of academic excellence
- Support the development of instructional staff in alignment with MWA Mission & Vision and collaboration across departments

Effectively Support All Teachers

- Provide support through coaching and other forms of professional learning
- Utilize & strengthen existing collaborative structures
- **Support the development of teacher leadership (Content Leads)**

Effectively Implement Teaching & Learning Cycle

- **Create opportunities for alignment of best practices**
- Facilitate opportunities for vertical alignment and collaboration among MS and US teams
- Observation & coaching in collaboration with teacher leadership and mentors

Semester 1 Outcomes

- Overall, MWA Faculty feel that communication is strong within and across all departments (survey)
- Teachers feel supported through the observation and coaching cycles conducted by DAIs and Content Leads (survey)
- Content Leads engage in instructional observations at least once per quarter
- Best practices, differentiated within content areas, are identified and shared out at least once

Moving Forward

Strengths, Challenges, & Next Steps

Strengths	Challenges	Next Steps
• Dedicated and collaborative faculty • Leadership has implemented an “all hands on deck” approach to covering vacancies and absences, protecting teacher planning and collaboration team • Solution orientated Week 1 feedback from faculty • Documented key learnings from DL as well as instructional priorities for this year	• Managing faculty anxiety due to the shifting guidelines regarding on-campus Covid guidelines • Beginning the year with 11 vacancies and the entire instructional leadership team in the classroom, as substitute teachers • AIT has brand new leaders, including two who are new to MWA • Supporting team members in aggressively prioritizing objectives • Supporting team members in understanding that we will not, “return to normal” this academic year	• Continue to improve systems based on community member feedback and recommendations • Prioritize Content Lead coaching and collaboration to ensure instructional priorities move forward • Implement a wide range of teacher recommended sustainability measures

Discussion Prompt

How best can we improve the dexterity within our approach to teaching & learning, to maximize the coherence of instruction for Wave-Makers, during this dynamic year in education?

Contact Information

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Learn. Graduate. Give Back.

ASB Board Report - September 2021

ASB Members

September 9th, 2021

Learn. Graduate. Give Back.

Table of Contents

- Successes
- Challenges
- Priorities
- Questions & Conversation

Successes

Successes

- **Community Building**
  - A lot of advisory time and community building during DTI/MH time end of day
  - Teachers have been supportive and advisors have been doing check-ins to hear out the students

- **Return to In-Person Learning**
  - Everyone wearing their mask / respecting COVID guidelines
  - Using open learning spaces
  - Overall start of in person learning

- **Drive loop has been improving**
  - Taking less time for pick-up and drop-off

Challenges

Powered by BoardOnTrack

Challenges

- **Bell schedule**
  - Block schedule new for this school year
  - Less breaks and shorter lunch, especially on Friday with back to back classes

- **After School**
  - No SSP / place to go for US students after 4pm

- **Teacher shortage and online/APEX courses**
  - CCC can’t be there for juniors and seniors while they are subbing classes

- **COVID Safety**
  - Social distancing during lunch and in the hallways
  - Communication about COVID testing and COVID safety for students has been unclear

Priorities

Priorities

- **Special elections**
  - Bringing on our new ASB members
- **Meet with Board President and/or Board Members on a regular cadence**
- **Student health**
  - Mental health and stress management
    - Having professionals support the social-emotional support for students rather than leaning solely on student-led clubs/ASB to create and provide peer-to-peer material
- **Adding more color and joy to the physical school space**
  - Hallways, bulletin boards, open learning spaces, etc.
- **Help peers navigate high school**
  - Understand graduation process and requirements
  - Focusing on the transition from MS to US for both our 9th and 10th grade students

Questions & Conversation

MAKING WAVES ACADEMY

RESPECT • SCHOLARSHIP • RESILIENCE • RESPONSIBILITY • COMMUNITY

Learn. Graduate. Give Back.

Coversheet

Documentos traducidos al español/Documents translated to Spanish

Section:	VI. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)
Item:	B. Documentos traducidos al español/Documents translated to Spanish
Purpose:	FYI
Submitted by:	
Related Material:	September 2021_School Board Report-Spanish.pdf 2021_09_09_board_meeting_agenda (3)-Spanish.pdf

Informe Escolar

Making Waves Academy

Informe del Consejo Escolar - Septiembre de 2021

Desde la Oficina del Director de Educación Secundaria Superior

Dr. E. Ward-Jackson

"¡Oye! ¿Eres la mujer de los videos?" De repente, con esta pregunta en mi mente y mientras salía con mi coche del estacionamiento de la escuela secundaria, me di cuenta de que estaba a punto de saludar a un estudiante de MWA de sexto grado por primera vez en persona. "¡Si, soy yo! Soy el Dr. Ward-Jackson, tu líder escolar ". Nos saludamos con el codo, él miró hacia arriba y exclamó: "¡Guau, eres muy alto!" a lo que respondí: "¡Y tú eres muy brillante!"

La mayoría de los estudiantes desorientados que acompañé a clase o ayudé con un mapa del plantel eran de sexto y décimo grado escolar. Aunque ya habíamos hablado de ello, y a pesar de que se incluyeron en nuestros proyectos de planificación, seguramente todos tuvieron un momento de shock cuando nos dimos cuenta, en la práctica, de que no eran solo nuestros estudiantes de quinto grado los que tenían una nueva experiencia escolar, ni eran nuestros estudiantes de noveno grado los que tenían una nueva experiencia en el plantel, sino que, en cambio, más de 600 de nuestros estudiantes eran nuevos en su entorno escolar de aprendizaje. Qué bueno que las dos primeras semanas de clases se dedicaron a "The Big Splash", que fue una combinación de orientación y actividades de asociación e interrelación personal y oportunidades para TODOS los estudiantes de grado quinto a duodécimo y no solo para los de quinto grado como en años anteriores. La realidad es que los primeros dos días de clases implicaron mucho tiempo dedicado a simplemente aprender a “estar” unos con otros y a desenvolverse en nuestro entorno escolar.

Nuestros estudiantes de MWA tardaron una semana en adaptarse. Los primeros dos días fueron prácticamente calmados. ¡Oh, pero ahora las cosas empiezan a trajina! Estaban aquí. El lugar en que anhelamos estar durante los últimos 15 meses. Estamos de regreso en nuestro hermoso plantel, de vuelta al 100% de clases presenciales, y de nuevo podemos relacionarnos con nuestros estudiantes de MWA, el personal académico y las familias en persona. Seguimos las pautas de seguridad, por lo que no organizamos reuniones de grupos grandes, más bien, usamos Zoom para llevar a cabo las reuniones y nos relacionamos con la mayor frecuencia posible.

En este Informe del Consejo Escolar cubriremos el Desarrollo Profesional de Verano, aprenderemos sobre algunas de las herramientas utilizadas para apoyar la incorporación de los estudiantes, y haremos énfasis en la Intervención, el cual es el área que está en el centro de nuestros planes de recuperación a fin de contrarrestar la ***pérdida de aprendizaje*** y el ***aprendizaje inconcluso***. A medida que profundizamos en los detalles sobre el comienzo de este año escolar atípico y la manera en que estamos involucrando a una población de estudiantes y familias que no solo están experimentando una pérdida de aprendizaje y un aprendizaje inconcluso, sino que también están lidiando con una gran cantidad de sentimientos asociados con todo lo que esto significa, los recursos y los esfuerzos que se necesitarán para prosperar y crecer, pienso que es de importancia tener en claro los conceptos de: mentalidades, prioridades, metas y objetivos.

Mentalidad: Nos centramos en la mentalidad de crecimiento con dos aspectos de predisposición muy importantes:

- **Fortaleza**: Fortaleza de mente y corazón para experimentar la adversidad con valentía
- **Resiliencia**: La capacidad de recuperarse rápidamente de una dificultad.

También nos estamos enfocando en lo que es *suficientemente bueno*, en contraste con lo que es *patrón oro* enfatizando en la calidad más que en la perfección:

- **Excelencia**: Cualidad de ser excelente
- **Perfección**: Estado libre de defectos

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Prioridades: Seguimos optimizando las áreas de prioridad: La Seguridad, la Instrucción Rigurosa, y el Bienestar Socioemocional:

- **La Seguridad**:
  - Estrategias de mitigación implementadas
  - Protocolos de rastreo de contactos por Covid-19 adecuados
  - Rutinas, Expectativas, Procedimientos (REPS) adecuados para estudiantes y adultos
  - Planes de interrupción de clases adecuados: modelos de aprendizaje y recursos sociales preparados para futuras interrupciones

- **Maximizar el Aprendizaje en el Plantel**:
  - Implementar el aprendizaje de la Academia de Verano
  - Eficientizar la Programación de Intervención
  - Planificación de contingencias para vacantes/ausencias de personal
  - Incorporación de un nuevo y emocionante plan de estudios de matemáticas y estudios sociales
  - Implementar los aprendizajes de la tecnología aplicada durante la educación a distancia

- **Bienestar Socioemocional**:
  - Apoyo a estudiantes, empleados y familias
  - Centrarse en la cultura educativa y la participación institucional de los estudiantes
  - Apoyo de servicios contractuales y nuestro equipo de apoyo integral

Metas: Nuestras metas WASC son nuestras metas institucionales Este año hemos trabajado para eficientizar las metas e iniciativas departamentales para asegurarnos de que nos estamos enfocando específicamente en nuestras metas institucionales y que estamos participando en un proceso exhaustivo de priorización que resulta en objetivos e indicadores clave de desempeño departamentales que alcanzan hitos hacia el cumplimiento de nuestras metas WASC/institucionales, las cuales son:

1. **Apoyo Para Todos los Estudiantes:** Desarrollar y perfeccionar programas alineados verticalmente para apoyar a todos los estudiantes.
2. **Preparación para la Universidad y Carrera Profesional**: Perfeccionar los tipos de apoyo integral para la preparación universitaria y profesional con miras a desarrollar la capacidad de los estudiantes para obtener su grado y tener éxito más allá de la escuela secundaria.
3. **Diversidad, Equidad e Inclusión:** Crear un entorno seguro, inclusivo y de alto rendimiento para todos los estudiantes y adultos que estén informados con miras a la diversidad, la equidad y la inclusión.

Objetivos del Director de la Escuela Secundaria Superior y Resultados/Indicadores Clave (en desarrollo): Como Director, durante el primer trimestre me enfocaré en algunos objetivos clave:

- **Participación de los estudiantes y transición de regreso al aprendizaje presencial**
- **Planes de contingencia de personal académico y proceso de instrucción**
- **Reexaminar y reestructurar nuestro método de participación familiar**

Centrarse en las tres áreas anteriores responde directamente a nuestras metas institucionales, nuestras prioridades y a las necesidades más inmediatas de nuestra comunidad escolar.

Teniendo en cuenta que nuestros estudiantes de MWA se apropian activamente de sus experiencias de aprendizaje, y que nuestra labor es cultivar y apoyar el desarrollo de habilidades y competencias que permitirán a nuestros estudiantes

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prosperar, incluso en un futuro incierto, es imperativo que trabajemos en aras de mantenernos saludables, seguros y garantizar que el talento esté en consonancia con nuestra misión, de modo que podamos mantener las puertas de nuestro plantel abiertas y nuestras aulas llenas de ganas de aprender.

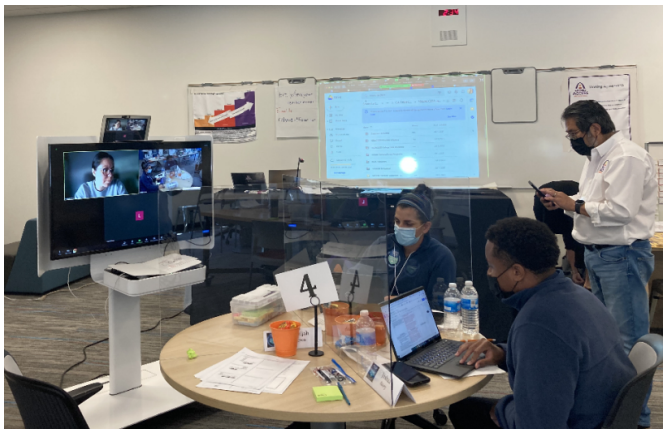
Nuestros maestros son de talla internacional. Ellos se presentan todos los días, se ofrecen a ayudar tanto como pueden, y hacen todo lo posible para mantenerse saludables. Nuestros líderes han sido increíbles. En todas las áreas de nuestra institución educativa, los líderes han hecho el trabajo de volver a priorizar sus cargos y han entrado en el salón de clases para apoyar la continuidad del aprendizaje de nuestros estudiantes. Nuestro personal académico es incomparable. Desde la recepción hasta las instalaciones, contamos con un equipo de operaciones realmente unido y eficiente que trabaja diligentemente para garantizar que estemos equipados a fin de estar lo más seguros posible. Y nuestras familias nos han brindado un gran apoyo. Los padres y tutores se han acercado con actitud de cortesía y comprensión. Ellos han expresado su aprecio por nuestro trabajo y nuestras medidas de seguridad, y realmente se ven como campeones cuando se trata de recorrer el tráfico de llegadas y salidas, y comprenden los desafíos que enfrentamos cuando iniciamos el regreso a clases después de un largo año y mientras aún estamos en medio de una pandemia.

Descripción General del Desarrollo Profesional

Micah Stilwell (Director Principal de Instrucción académica)

¿Qué?

Como educador, el lanzamiento de August Professional Development siempre ha significado el potencial que representa esto cada año para la educación continuada, el mejoramiento del oficio y una actitud más colaborativa. Este año, August Professional Development se presentó utilizando un formato híbrido (como se ilustra en la imagen) que permite a los maestros y al personal administrativo priorizar la formación de relaciones interpersonales, participar en la planificación colaborativa y continuar con el aprendizaje profesional mientras, a su vez, damos a la comunidad la oportunidad de facilitar nuestro regreso al plantel.



El profesorado, ya sea en el plantel o a distancia, dedicó las dos semanas de desarrollo profesional participando activamente en la capacitación sobre los sistemas y protocolos de seguridad de MWA y participaron en dos conferencias de aprendizaje: 1) Conferencia de Enseñanza y Aprendizaje: Instrucción Rigurosa y Relevante y 2) Conferencia de Servicios de Apoyo Integral: Cultivando el Bienestar. Al final del proceso de desarrollo profesional, los maestros planificaron eficazmente su primer semestre de instrucción y se comprometieron a cumplir con las rutinas, expectativas y

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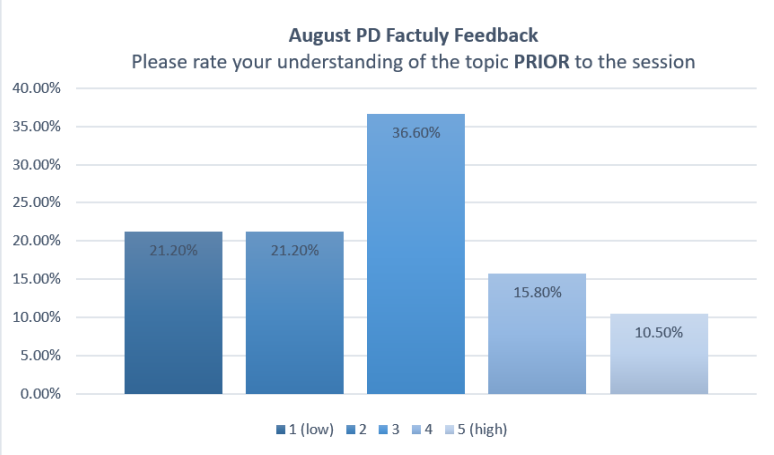
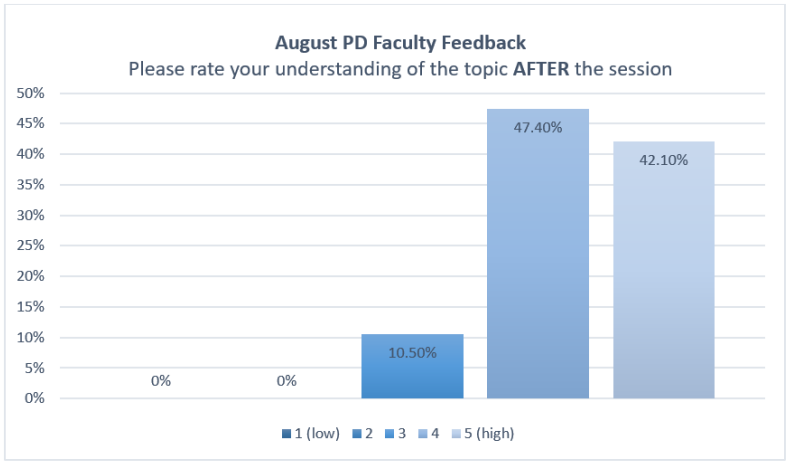
procedimientos (REPS) específicos de la comunidad y del nivel de grado escolar para nuestros estudiantes de MWA.

Como de costumbre, los maestros buscaron tiempo adicional para revelar su plan de estudios, planificar las clases de instrucción, aprender sobre los nuevos estudiantes de MWA, y construir una mancomunidad con





sus compañeros. La continuación del trabajo iniciado en agosto continuará con la labor de informar las agendas para el nivel de grado escolar, el equipo de contenido, y el desarrollo profesional de los viernes durante el resto del año.

Si bien gran parte del desarrollo profesional de este verano se sintió algo peculiar, la tarea culminante de prepararse para dar la bienvenida a los estudiantes de MWA al plantel después de estar ausentes durante 15 meses, ¡fue totalmente nueva! El enfoque colaborativo que los líderes y maestros adoptaron en el lanzamiento de The Big Splash (nuestro programa de dos semanas de regreso al plantel para estudiantes de MWA) reiteró la brillantez colectiva dentro de nuestra comunidad y ayudó a muchos a terminar el August Professional Development con energía y entusiasmo por el primer día de clases.

Y Ahora ¿Qué Sigue?

Después de reflexionar, August Professional Development realmente capturó la huella que un año y medio de enseñanza a distancia ha dejado en nuestro método de enseñanza. Este año, cada equipo facilitador dio prioridad al acceso y la diferenciación al determinar qué contenido cubrir y cómo se impartiría el material. El uso integrado de una amplia gama de plataformas de aprendizaje en línea, junto con las mejores prácticas de enseñanza, ilustra la magnitud en que las enseñanzas clave del año pasado son ahora esenciales en cuanto al modo en que participamos en la enseñanza y el aprendizaje.

> "I think the asynchronous format was perfect for this information, and I appreciate the slides as well."

Por ejemplo, varias sesiones se realizaron en vivo, mientras que otro material se impartió de forma asincrónica. Los miembros del equipo pudieron colaborar sin problemas, tanto de forma presencial como de forma remota. Lo más importante es que varios facilitadores demostraron la sencillez para diferenciar las sesiones, en tiempo real, basándose en los comentarios de los participantes.

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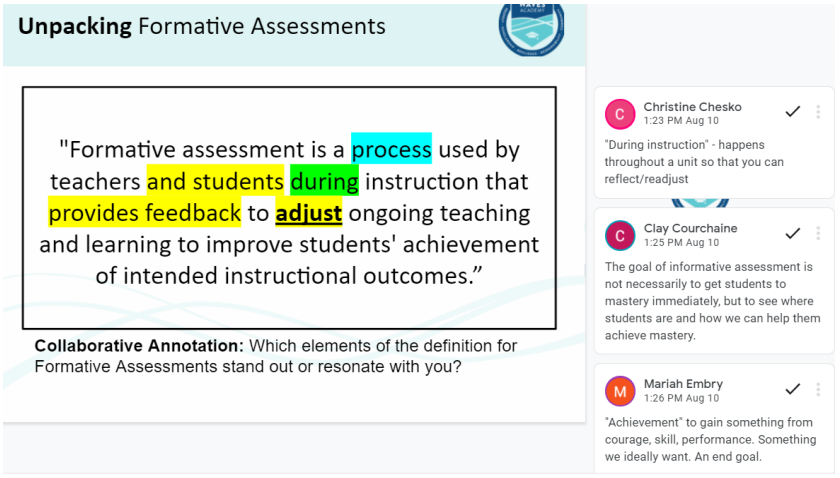
Por ejemplo, durante la sesión de Nuevos Maestros sobre evaluaciones formativas, los maestros ampliaron íntegramente las oportunidades de participación en Google Slide, así como a través de Zoom Chat, basándose tanto en la reflexión escrita como en la discusión en vivo que ocurre simultáneamente entre los participantes.



Aunque la tecnología ha estado disponible durante años, regresar del aprendizaje a distancia nos permite continuar optimizando las diferentes formas en que los estudiantes pueden interactuar con el contenido.

Ahora, ¿Qué Viene?

En consonancia con los comentarios de los maestros, el Equipo de Instrucción Académica está trabajando activamente para crear oportunidades a fin de destacar las mejores prácticas modernas del plantel. A través del monitoreo en el aula de clases, la colaboración de contenido y el nivel de grado escolar, y un próximo Bright Spot Symposium planeado para el segundo trimestre, buscamos no solo identificar, sino institucionalizar, las prácticas excelentes que se están implementando actualmente en MWA.

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Los Estudiantes Regresan a las Clases Presenciales

Eric Mingo (Decano Superior de Estudiantes)

¿Qué?

Regresando a una 'nueva' normalidad

Después de casi dos años de clases presenciales relegadas, nuestros estudiantes de MWA regresaron al plantel el 16 de agosto en medio de una pandemia en curso que continúa generando miedo y ansiedad en torno a muchas incógnitas. Durante los primeros dos o tres días, los estudiantes de secundaria y preparatoria estaban confundidos y no sabían a dónde ir y cómo llegar allí; la mayoría de las cosas eran como una primera experiencia para nuestros estudiantes. Su comportamiento fue, como lo expresaron un par de maestros, "apagado" e "inquietantemente silencioso" mientras los estudiantes intentaban explorar un espacio familiar dentro de un nuevo contexto y nuevas reglas de participación. Anticipando el regreso de nuestros estudiantes y maestros al plantel, el departamento del asesor estudiantil apoyó esta transición al llevar a cabo un proceso de desarrollo profesional que se centró en las siguientes propuestas: manejo de las clases, resolución de conflictos, capacitación en manejo de datos, y prácticas restaurativas. Con la transición de varios miembros de la facultad de larga data y con un aumento en los maestros de primer año, estábamos seguros de enfocar nuestro desarrollo profesional en maximizar la interacción maestro-estudiante, mientras profundizamos en los conceptos básicos de la gestión del aula, que van desde mediación de conflictos para la participación de los estudiantes.

Y Ahora ¿Qué Sigue?

Respuesta a los desafíos (Kits de Autocuidado y "Big Splash")

El verano pasado, la Dra. Ward-Jackson recibió una pequeña subvención ($5.000) a asignarse al Centro de Servicios de Apoyo Integral. La subvención se utilizaría específicamente para apoyar suministros y materiales destinados a promover el bienestar socioemocional. De manera unánime, decidimos que la mejor manera de utilizar estos fondos era proveer a cada alumno de quinto y sexto grado un kit básico de autocuidado. Los asesores estudiantiles y los trabajadores sociales repartieron 340 kits de autocuidado a cada grupo de estudiantes de quinto y sexto grado y, asimismo, le explicaron a los estudiantes sobre cómo usarlos apropiadamente. Nuestro objetivo era informar a los estudiantes que estos kits de ayuda personal no son juguetes, sino elementos destinados a ayudarlos. Estos kits básicos constan de: una serie de materiales manipulativos, diarios, pelotas anti-estrés y libretas de notas inspiradoras que los estudiantes pueden utilizar para ayudar a sobrellevar la situación y cuidar de sí mismos. Adicionalmente, las presentaciones personales entre los asesores estudiantiles y los trabajadores sociales demostraron ser un punto de contacto de valor para inducir la participación de los estudiantes, así como una excelente oportunidad para mostrar la colaboración intencional y estratégica entre los asesores estudiantiles y los trabajadores sociales en el Centro de Servicios de Apoyo Integral.

Otro componente de apoyo para la transición de los estudiantes al entorno de aprendizaje en el plantel fue nuestra propuesta de "Big Splash". Nuestra programación de inducción se denominó Big Splash, que preparó a los estudiantes para volver a clases y explorar el entorno de aprendizaje. Big Splash se centró en: forjar lazos comunitarios, Rutinas, Expectativas, y Procedimientos, prácticas restaurativas, código de vestimenta, uso de teléfonos celulares y plan de nutrición. Nos propusimos atender nuestras áreas de prioridad y queríamos ser flexibles en los aspectos de la participación de los estudiantes en esta “nueva normalidad”, al mismo tiempo que anclábamos a los estudiantes en pautas y expectativas tradicionales.

Ahora, ¿Qué Viene?

Asesoramiento/Inercia Continuada

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Proseguiremos con el desarrollo institucional sobre estas primeras bases y métodos recurriendo a nuestros contenidos de asesoramiento. La prioridad del programa de asesoría de este año es: *Valorarse a Uno Mismo y Valorar a los Demás*. Esta área de enfoque está relacionada con nuestra confirmación de Wave-Maker, PMSC y valores fundamentales. Un principio clave de nuestro programa de asesoría es ayudar a humanizar las diferencias y colocar nuestros valores fundamentales de Respeto y Comunidad a la vanguardia de la participación y el desarrollo de los estudiantes. Estos valores han sido históricamente un desafío y este año no es diferente. En apoyo de nuestra comunidad, y a fin de que podamos notar la eficacia de las diversas estructuras de apoyo, será necesario el trabajo de cada miembro y líder comunitario en todos los niveles para apoyar esta empresa, especialmente dado el nuevo entorno en el que estamos operando actualmente.

Intervención

Emalyn Lopez, Coordinadora de Servicios de Intervención

¿Qué?

Estamos muy contentos de dar la bienvenida al aula de clases a nuestros estudiantes de MWA a medida que nuestra prioridad es ahora abordar el "aprendizaje inconcluso" y la "pérdida de aprendizaje". Estamos ampliando el alcance de nuestros servicios en aras de maximizar el apoyo de los estudiantes en todos los niveles al garantizar que el marco de Respuesta a la Instrucción y la Intervención (RtI^2) no solo se implemente a través de nuestros servicios de intervención, sino que esté integrado en nuestro programa central. Los maestros y el personal de apoyo participarán en los tres niveles de apoyo educativo: prevención (Nivel 1), intervenciones específicas (Nivel 2) e intervenciones intensivas (Nivel 3). Este enfoque colaborativo es necesario para satisfacer las necesidades académicas de nuestros estudiantes de MWA.

Planeamos satisfacer las necesidades de nuestros estudiantes en función de los resultados de diagnóstico actuales en matemáticas y lengua y literatura en inglés (English Language Arts, ELA), de acuerdo a datos del final del año escolar 2020-21 y la programación de verano. A lo largo del año se proporcionará: desarrollo profesional, capacitación, recursos educativos y oportunidades para colaborar, en torno a los datos de resultados y las fortalezas de nuestros estudiantes.

Desde el primer día de clases, el Equipo de Apoyo Académico del Estudiante ha intervenido en el aula de clases para ayudar con las vacantes de maestros y los vacíos en los horarios. Además, nuestro personal limitado ha afectado nuestra capacidad para brindar servicios de intervención integrales. Sin embargo, continuamos avanzando a través de priorizaciones exhaustivas y colaboraciones continuas. Con miras a maximizar nuestros servicios, nos respaldamos en la subvención de Oportunidad de Aprendizaje Extendido (Expanded Learning Opportunity, ELO) para ayudar a brindarnos desarrollo profesional, capacitación y apoyo educativo por parte de RT Fisher Enterprises (RTF). Esto nos permitirá continuar apoyando las vacantes en las aulas mientras desarrollamos de manera colaborativa programas de intervención durante todo el año.

Y Ahora ¿Qué Sigue?

Durante el desarrollo profesional de verano RTF, junto con los instructores de matemáticas de sus socios ARCHESS ACCESS, dirigieron nuestro departamento de matemáticas e intervencionistas a través de una sesión integral sobre enseñanza, análisis de datos e intervención con el fin de abordar el "aprendizaje inconcluso" y la "pérdida de aprendizaje" de los estudiantes. RTF proporcionará recursos y desarrollo profesional adicional a todos nuestros maestros e intervencionistas a medida que implementemos programas de intervención. Las lecciones sobre el desarrollo de habilidades universales y la planificación curricular para intervenciones específicas de contenido ayudarán a sentar las bases de nuestra prioridad de intervención este año.

Informe del Consejo Escolar - Septiembre de 2021

El Equipo de Servicios de Intervención se basará en los datos de MAP Growth y STAR Diagnostic para identificar áreas de prioridad educativa y crear agrupaciones de estudiantes. Identificar los objetivos de aprendizaje y analizar las tendencias de los estudiantes nos ayudará a estructurar nuestro apoyo ofrecido a los estudiantes durante el tiempo de intervención designado, Differentiated Tiered Instruction (DTI) en la Escuela Secundaria y Marlin Hour en la Escuela Secundaria Superior.

En colaboración con RTF, los líderes de nivel de grado y los líderes de contenido, desarrollaremos un alcance y una secuencia de intervención alineados con el contenido de nivel de grado. Usaremos esta forma de planificación con el objeto de identificar las prioridades de enseñanza para áreas de contenido específicas y permitir un apoyo específico y oportuno para abordar el "aprendizaje inconcluso" y la "pérdida de aprendizaje" durante la programación de la intervención.

Mediante nuestro horario de timbre diferencial recientemente aprobado, podemos enfocarnos en el apoyo especializado para nuestros estudiantes de quinto y sexto grado por la mañana y para nuestros estudiantes de séptimo y duodécimo grado por la tarde. Este horario dará mayor flexibilidad para que nuestros intervencionistas y el personal de apoyo trabajen con estudiantes de todos los niveles de grado. Estamos dedicados a hacer un horario que permita apoyar a los estudiantes y maestros con un enfoque de "manos a la obra".

Además, esperamos implementar nuestros nuevos roles de apoyo, especialistas en intervención de ELA y matemáticas, y continuar trabajando con nuestro coordinador de English Language Development, ELD, a fin de apoyar a nuestros estudiantes de ELD.

Ahora, ¿Qué Viene?
Continuamos priorizando el tipo de apoyo necesario para nuestros estudiantes de MWA durante DTI y Marlin Hour al matricular a los estudiantes que necesitan enseñanza de nivel 3 en un curso de intervención de matemáticas y ELA.

Los estudiantes de ELD y los estudiantes con IEP continuarán recibiendo los servicios designados. Se impartirán clases de enriquecimiento y GATE a los estudiantes que hayan cumplido con los criterios de acuerdo a los diferentes niveles. Cada estudiante participará en el desarrollo de conductas académicas fundamentales y habilidades universales durante el primer trimestre, además de recuperar cualquier “aprendizaje inconcluso” y “pérdida de aprendizaje” durante sus cursos de intervención de contenido específico.

Grado Escolar 21/22	Matemáticas de Nivel 3	Lengua y Literatura en Inglés de Nivel 3	Desarrollo del Inglés como Segundo Idioma
Quinto			63
Sexto	12		68

Informe del Consejo Escolar - Septiembre de 2021

Séptimo	**20**		**55**
Octavo	**28**		**51**
Noveno	**29**	**12**	**61**
Décimo	**21**	**17**	**24**
Undécimo	**20**	**11**	**20**
Duodécimo	**7**	**6**	**7**

Efectuaremos la supervisión del progreso de los estudiantes a través de evaluaciones formativas de intervención y día asignado, informes de progreso y desempeño académico. Asimismo se alentará a los estudiantes a evaluar su progreso participando en sesiones de análisis de datos y trazarse las metas que serán proveídas por nuestros instructores de intervención.

Lengua y Literatura en Inglés, ELA/Desarrollo del Inglés como Segundo Idioma, ELD

STAR Diagnostic se administrará tres veces este año y se utilizará para informar nuestras prioridades académicas junto con evaluaciones formativas durante el día asignado. Se asignará un tiempo de intervención en inglés intensivo basado en contenido para desarrollar las habilidades de prerrequisito requeridas para acceder a diferentes textos de nivel de grado.

Los estudiantes de ELD continuarán recibiendo clases de apoyo específicas. Nuestros maestros de ELD colaborarán con nuestro equipo de intervención y con el coordinador de ELD para apoyar el proceso académico. La primavera pasada, el 97% de los estudiantes de ELD a nivel del plantel educativo completaron el Summative ELPAC a distancia. Estos datos nos ayudan a planificar y ajustar la enseñanza para satisfacer las necesidades de los estudiantes en cuanto a la enseñanza del idioma inglés. Los maestros que facilitarán el ELD designado recibirán el apoyo educativo y de desarrollo profesional adecuado.

Matemáticas

Las evaluaciones de MAP asimismo se administrarán tres veces este año. Podremos usar el continuo de aprendizaje de MAP para identificar los objetivos de aprendizaje y clasificar a los estudiantes durante la intervención. Además, los maestros usarán un "inventario de necesidades" desarrollado por RTF para determinar las unidades que no se han enseñado. Nuestros maestros ya han comenzado a colaborar con ACCESS ARCHES para apoyar la intervención matemática. El trabajo inicial incluyó la adaptación e integración del marco ARCHES y la conexión de los estándares a nuestros planes de enseñanza “Year at a Glance (YAAGS).

ACCESS ARCHES proporcionará capacitación adicional y apoyo de desarrollo profesional para nuestros maestros de matemáticas a fin de ayudar a implementar estrategias y ofrecer impresiones en el desarrollo de las mejores prácticas. Brindarán este apoyo durante todo el año.

Informe del Consejo Escolar - Septiembre de 2021

A Nivel Institucional

La colaboración con el contenido y los equipos de nivel de grado para garantizar una estrecha alineación entre nuestro ritmo de enseñanza y las necesidades de aprendizaje en tiempo real, se llevará a cabo mediante la participación en:

- observaciones semanales de quinto a duodécimo grado durante la enseñanza presencial.
- reuniones de equipo de nivel de grado, matemáticas y humanidades
- sesiones de inmersión de datos

A medida que ocupamos las vacantes de apoyo en las aulas, necesitaremos periodos de tiempo adicional para colaborar e implementar las prioridades de nuestro programa según se indica a continuación.

- Refinar criterios escalonados y designaciones estudiantiles
- Implementar un programa de lectura basado en la investigación.
- Proporcionar herramientas diferenciadas adicionales a ser implementadas por los maestros durante el tiempo de intervención designado.

Making Waves Academy

Reunión de la Junta de Septiembre

Fecha y Hora
Jueves 9 de septiembre de 2021 a las 10:30 a.m. Hora del Pacífico

Localización
https://mwacademy.zoom.us/j/82757840840?
pwd = TUhzY2xSODU0YlluREd0VjF2RE1Kdz09
Contraseña: 401966
O, One Tap Mobile:
LA INSTITUCIÓN: +16699006833,,82757840840#,,,,*401966#
or +12532158782,,82757840840#,,,,*401966#
O Teléfono:
Marcar (para mayor calidad, marque un número basado en su ubicación actual):
LA INSTITUCIÓN: +1 669 900 6833 o +1 253 215 8782 or +1 346 248 7799 or +1 312 626 6799 o +1929 436 2866 o +1 301 715 8592
ID de Seminario Web: 827 5784 0840
Contraseña: 401966
Números internacionales disponibles: https://mwacademy.zoom.us/u/kdUmc4KLqo

Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:
Elizabeth Martinez en emartinez@mwacademy.org o 510-227-9856.

De acuerdo con la Orden Ejecutiva N-25-20 del Estado de California, tendremos esta reunión de la junta por teleconferencia.

Comentario Público

- En los comentarios públicos, los miembros del público pueden
  - Comentar los puntos de la agenda
  - Comentar sobre puntos temáticos que no están en la agenda
  - ***Las presentaciones están limitadas a dos minutos cada una***, o un total de veinte minutos para todos los participantes, de otro modo, el límite de dos minutos puede reducirse.

Comentarios públicos

- El público puede dirigirse a la Junta de la MWA con referencia a cualquier punto temático de la Junta Directiva de la MWA.
- En el espacio de comentario público, los miembros del público pueden:
  - Hacer comentarios sobre los puntos del orden del día
  - Hacer comentarios sobre puntos no incluidos en el orden del día
  - **Las presentaciones están limitadas a dos minutos cada una**, o un total de veinte minutos para todos los oradores o, de otro modo, se puede acortar el límite de dos minutos.

• De acuerdo con la Ley Brown, la Junta Directiva de la MWA puede escuchar los comentarios, pero no discutirán ni tomarán medidas sobre los temas enviadas. La respuesta de los miembros de la Junta

Directiva a las declaraciones o preguntas de las personas que comentan temas que no figuran en el orden del día es muy limitado.

• ***Aunque las reuniones se celebren virtualmente, los oradores deben presentar una solicitud de palabra antes de las 9:00 de la mañana del día de la reunión de la Junta.***

- ***Envíe su petición de palabra por correo electrónico a emartinez@mwacademy.org*** *en inglés o español.*
- *Su presentación deberá:*
  - *indicar si es un comentario público general para el comienzo de la reunión o si es comentario público sobre un artículo específico del programa (incluir el número del artículo).*
  - *Incluya su nombre para que pueda ser llamado cuando sea su turno de hablar.*
- *Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.*

• En virtud de la SB1036, las actas de esta reunión omiten los nombres de los estudiantes y padres y otra información del directorio, excepto cuando lo requiera la orden judicial o por la ley federal. Si un padre/tutor legal desea que se incluya un nombre, se debe informar a la junta antes de su comentario público.
Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:

Elizabeth Martinez en emartinez@mwacademy.org o 510-227-9856.

Tenga en cuenta que todos los horarios de la agenda son estimaciones.

Agenda

	Propósito	Presentador	Tiempo
I. Puntos de Apertura			**10:30 AM**
Puntos de apertura			
A. Abrir la Sesión		Alicia Klein	
Alicia Malet Klein iniciará la sesión y expondrá las normas de la reunión con respecto a los asistentes.			1min
B. Lista de Asistencia		Alicia Klein	
Pase de lista y verificación de quórum.			15 m
C. Cierre de Sesión Discusión		Alicia Klein	
• Evaluación Ejecutiva (lenguaje de puerto seguro)	Discusión	Alicia Klein	15 m
D. Cumplimiento de la Excelencia: Palabras del Presidente de la Junta		Alicia Klein	
Temas a Cubrir: Regreso al Plantel; Recursos Adicionales de Traducción Escrita; política sobre la Conducta de los Padres/Tutores; Desarrollo de Encuesta para Padres/Tutores			
E. Comentario Público		Alicia Klein	20 m

• El público puede dirigirse a la Junta de la MWA con respecto a cualquier tema dentro de la competencia en razón de la materia de la junta directiva de la MWA.
• En los comentarios públicos, los miembros del público pueden
- Comentar los puntos de la agenda
- Comentar sobre puntos temáticos que no están en la agenda
- ***Las presentaciones están limitadas a dos minutos cada una***, o un total de veinte minutos para todos los participantes, de otro modo, el límite de dos minutos puede reducirse.

• De acuerdo con la Ley Brown, la Junta de la MWA puede oír comentarios, sin embargo, no puede discutir ni tomar acciones sobre los temas presentados. Los miembros de la junta deben limitar su respuesta a declaraciones o preguntas de personas que comentan sobre temas que no están en los puntos de la agenda.

Propósito Presentador Tiempo

• ***Si bien las reuniones se llevan a cabo virtualmente, los expositores deben solicitar que desean participar antes de las 9:00 a.m. del día de la reunión de la junta.***
- ◦ ***Envíe su solicitud para participar por correo electrónico a emartinez@mwacademy.org*** *en Ingles o Español.*
- ◦ *Su envío debe:*
  - ▪ *indicar si se trata de un comentario público en general para el comienzo de la reunión o un comentario de un punto específico de la agenda (incluya el número del punto).*
  - ▪ *incluya su nombre para que lo puedan llamar cuando sea su turno de hablar.*
- ◦ *Durante la reunión, será llamado por su nombre y debe usar la señal "levantar la mano" para identificarse.*

• Según la norma SB1036, el acta de esta reunión omitirá los nombres de los padres y estudiantes y otra información del directorio, excepto según lo requiera una orden judicial o la ley federal. Si un padre/tutor legal desea que se incluya un nombre, se debe informar a la junta antes de exponer su comentario público.

De acuerdo con la Orden Ejecutiva N-25-20 del Estado de California, celebraremos esta reunión de la junta por teleconferencia.

Comentarios públicos

• El público puede dirigirse a la Junta de la MWA con referencia a cualquier punto temático de la Junta Directiva de la MWA. • En el espacio de comentarios públicos, los miembros del público pueden:
- ◦ Hacer comentarios sobre los puntos del orden del día
- ◦ Hacer comentarios sobre puntos no incluidos en el orden del día
- ◦ ***Las presentaciones están limitadas a dos minutos cada una***, o un total de veinte minutos para todos los expositores, o se puede acortar el límite de dos minutos.

• De acuerdo con la Ley Brown, la Junta Directiva de la MWA puede escuchar los comentarios, pero no discutirán ni tomarán medidas sobre los temas enviadas. La respuesta de los miembros de la Junta Directiva a las declaraciones o preguntas de las personas que comentan temas que no figuran en el orden del día es muy limitada.

• ***Aunque las reuniones se celebren virtualmente, los oradores deben presentar una solicitud de palabra antes de las 9:00 de la mañana del día de la reunión de la Junta.***
- ◦ ***Envíe su petición de palabra por correo electrónico a emartinez@mwacademy.org*** *en inglés o español.*
- ◦ *Su presentación deberá:*
  - ▪ *indicar si es un comentario público general para el comienzo de la reunión o si es comentario público sobre un artículo específico del programa (incluir el número del artículo).*
  - ▪ *Incluya su nombre para que pueda ser llamado cuando sea su turno de hablar.*
- ◦ *Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.*

• En virtud de la SB1036, las actas de esta reunión omiten los nombres de los estudiantes y padres y otra información del directorio, excepto cuando lo requiera la orden judicial o por la ley federal. Si un padre/tutor legal desea que se incluya un nombre, se debe informar a la junta antes de exponer su comentario público.

II. Informes Vigentes **11:21 AM**

Conexión de la Misión: Reconocimiento de Alton B. Nelson Jr. Información del Año Fiscal Alicia Klein 10 m

Presentación de Video en celebración de los diez años de servicio de Alton B. Nelson Jr en MWA.

	Propósito	Presentador	Tiempo
A. Actualización de ASB Información del Año Fiscal		Melissa Macho	5 m
Inmersión: Presentación del Equipo de Intervención Académica	Discusión	Micah Stilwell	20 m

Descripción general del enfoque de la enseñanza y el aprendizaje subsecuente al aprendizaje a distancia e introducción del nuevo Equipo de Instrucción Académica:

- Micah Stilwell, Director Senior de Instrucción Académica
- Radhika Kolachina, Directora de Instrucciones Académicas de Matemáticas y Ciencias
- Eric Becker, Director de Instrucciones Académicas de Humanidades

Informe Escrito del Director de Educación Secundaria Superior: Inicio del Año Escolar	Discusión	Evangelia Ward-Jackson	15 m

Los miembros de la junta tendrán la oportunidad de discutir el informe del Director de Educación Secundaria Superior acerca del regreso al aprendizaje presencial y las metas para el año escolar. El informe asimismo incluirá descripciones generales de: 10 m

- Desarrollo Profesional (Micah Stilwell)
- Servicios de RT Fisher (Robyn Fisher)
- El enfoque institucional para abordar la pérdida del aprendizaje (Emalyn Lopez, Intervention Services Coordinator)
- Incorporación de Nuevos Estudiantes (Oficina del Asesor Estudiantil)

B. Informe del Director Ejecutivo	Discusión	Alton B. Nelson Jr.	

Los miembros de la junta tendrán la oportunidad de hacer preguntas y discutir más a fondo el contenido del Informe del Director Ejecutivo (CEO). Discusión Elizabeth Martinez

C. Preguntas y Respuestas sobre el Informe Escrito del Director de Operaciones (COO)			5 m

Temas a Cubrir:

- Operaciones Escolares

- Actualización del Equipo de Seguridad de COVID

5 m

D. Preguntas y Respuestas sobre el Informe Financiero Escrito (CFO)		Wallace Wei	

Los miembros de la junta tendrán la oportunidad de hacer preguntas sobre el contenido del informe escrito. 5 m

E. Actualización escrita del Consejo del Plantel Educativo (SSC) Información del Año Fiscal		Latiphony Wells	

Actualización escrita del presidente del SSC, Latiphony Wells.

III. Puntos No de Acción 12:36 p.m.

A. Actualizaciones del Comité y del Comité Asesor	Discusión	Alicia Klein	10 m

Los comités y los comités asesores expondrán un resumen de las operaciones realizadas a la fecha y los próximos pasos a seguir del comité.

- Comités**:**

Propósito Presentador Tiempo

- ◦ Revisión del Plan de Estudios
- • Comités Asesores
  - ◦ Finanzas
  - ◦ Diversidad, Equidad e Inclusión/Auditoría
  - ◦ **Cultura y Clima/Layla Naranjo y Margaret Watson presentarán**
  - ◦ WASC Información del Año Fiscal Damon Edwards

1min

Informe sobre el Contrato ECF de T-Mobile y la Cotización CDW ECF para Chromebooks

Nota que proporciona una actualización a la junta sobre los puntos aprobados durante la Reunión Especial de la Junta del 11 de agosto: Contrato ECF de T-Mobile y Cotización CDW ECF para Chromebooks.

IV. Puntos de Acción 12:47 PM

1min

A. Aprobación del Acta de la Junta: 17 de junio de 2021 Reunión de la Junta Minutos — Alicia Klein

1min

B. Aprobación del Acta de Reunión Especial de la Junta Aprobación Minutos — Alicia Klein

Aprobación del Acta de Reunión Especial de la Junta el 11 de agosto de 2021

C. Renovación de Contrato de Soluciones de Asesoramiento con Anchor Votación Karen Snider 1 m

Renovación del Contrato del Proveedor de Educación Especial de una Agencia No Pública con Anchor Counseling Solutions. Anchor proporciona a la MWA un psicólogo escolar, evaluaciones de salud mental relacionadas con la educación especial, terapia del habla y el lenguaje y manejo de casos, a su vez que apoyo de un especialista en comportamiento.

Impacto Fiscal: $210.000

D. Catalyst Seneca Votación Karen Snider 1 m

Aprobación del Acuerdo de Servicios Individuales para la nivelación de 1 estudiante de MWA en una escuela no pública: Catalyst Seneca.
Impacto Fiscal: $46,000

E. Informe de Datos Reales No Auditados del Año Fiscal 21 Votación Wallace Wei

La Junta revisará y aprobará los datos reales no auditados de 2020-21.
Sin impacto fiscal.

Cuenta de Protección Educativa (EPA) Votación Hung Mai 1min

El plan de gastos debe ser aprobado por la junta directiva durante una reunión pública. Los fondos de la EPA no se pueden utilizar para los salarios o beneficios de los administradores u otro costo administrativo.

F. Facturas de Proveedores Votación Hung Mai 1min

G. Revisión y aprobación de facturas de proveedores para los meses de abril a julio de 2021.

H. Contrato de Educadores Conscientes (2021-2022) Votación Brandon Greene

Al entrar en el año escolar 2021-22, buscamos aumentar nuestros éxitos del año pasado al continuar priorizando el bienestar socioemocional de todos los interesados. Con este fin, buscamos extender nuestra asociación comunitaria basada en la atención plena (anteriormente conocida como Semillas de la conciencia) a través de la propuesta de Educadores conscientes.

Propósito Presentador Tiempo

Impacto Fiscal: $25,000 1min

I. Declaración de Necesidad de CTC Votación Fe Campbell

La Declaración de Necesidad permite a la institución MWA efectuar solicitudes y efectuar la Comisión de Maestros
Acreditación para emitir el Desarrollo Académico y Transcultural de Contingencia (Emergency Cross-Cultural and Academic Development, CLAD), Permisos de Asignación Limitada, y otros, para maestros. En un año en el que la dotación de personal docente es difícil, estos permisos de contingencia garantizan el cumplimiento mientras los maestros están inscritos en un programa de acreditación vigente y/o están estudiando para aprobar los exámenes requeridos. 1min
Sin impacto fiscal.

J. El Equipo de Educación (Nuevo Proveedor Sustituto) Votación Fe Campbell

Con miras a abordar las inquietudes del personal relacionadas con las vacantes de maestros en el año escolar 2021-2022, MWA se hado por enterado que el Equipo de Educación cuenta con un nuevo proveedor a cargo de dotar el personal docente sustituto con cubrimiento
a corto, mediano largo plazo.

K. Scoot (Nuevo Proveedor de Personal Sustituto) Votación Fe Campbell

Para abordar la dificultad de dotación de personal relacionada con las vacantes de maestros en el año escolar 2021-2022, MWA ha recurrido a Scoot como un nuevo proveedor para la cobertura de sustitutos a corto, mediano y largo plazo.

L. Swing (Proveedor de Personal Sustituto) Votación Fe

Para abordar la dificultad de dotación de personal relacionada con las vacantes de maestros en el año escolar 2021-2022, MWA ha renovado el contrato con Swing con miras a dotar el personal sustituto a corto, mediano y largo plazo. 1 min
Resolución de la Junta Directiva

M. Resolucion de la Junta Directiva Votación Elizabeth Martinez
Alton B. Nelson Jr. 1min

La Junta revisa una resolución que autoriza al CEO a promulgar el cierre de una escuela en condiciones de emergencia.

N. Nueva Política de la Junta: Código de Conducta Parental Votación Alicia Klein y Elizabeth Martinez 1min
5 m

La junta revisa la nueva política de la junta, Política de la Junta 14: Código de Conducta para Padres
La política describe los principios operativos generales, los comportamientos prohibidos y las consecuencias relacionadas con la conducta de los padres en MWA. 1min

O. Gastos de Transporte de RIDS Votación Karen Snider

Servicio de transporte para estudiantes que requieren transporte proporcionado por la institución como se describe en su IEP.
Impacto Fiscal para el Semestre 1: $50,000

V. Puntos de Acción de Consentimiento

Impacto Fiscal Total $

VI. Diapositivas del Día de la Presentación (Junta de la MWA: No Leer con Anticipación)

	Propósito	Presentador	Tiempo
A. Presentación Completa de Diapositivas - Documentos traducidos al español	Información del Año Fiscal	Elizabeth Martinez	
	Información del Año Fiscal	Alicia Klein	

Este año, continuaremos traduciendo la agenda de la junta directiva al español. Además, este año traduciremos las portadas que contienen una breve explicación de los artículos incluidos en la agenda, así como el informe escolar que será escrito por la dirección principal de la institución y sus líderes escolares.

VII. Puntos de Discusión 1:06 PM

A. Agradecimientos de la Junta Directiva	Información del Año Fiscal	Alicia Klein	5 m

Conforme a lo dispuesto en la Ley de Sesiones Públicas del Estado de California, no se pueden tomar acciones bajo este punto de la agenda. El único propósito de este punto de la agenda es brindar una oportunidad para que la Junta Directiva haga comentarios.

VIII. Puntos de Cierre 1:11 PM

A. Levantar la Sesión Votación		Alicia Klein	
B. Calendario de las Reuniones Restantes de la Junta Directiva 2021-2022	Información del Año Fiscal	Alicia Klein	

- 14 de octubre de 2021, 4:00 p.m. a 7:30 p.m.
- 9 de diciembre de 2020, 10:30 a.m. a 2:00 p.m.
- 27 de enero de 2022, 10:30 a.m. a 2:00 p.m.
- 10 de marzo de 2022, 10:30 a.m. a 2:00 p.m.
- 5 de mayo de 2022, 4:00 p.m. a 7:30 p.m.
- 16 de junio de 2022, 10:30 a.m. a 2:00 p.m.

Portada

Inmersión: Introducción al Equipo de Intervención Académica

Sección:	II. Informes Vigentes
Punto:	C. Inmersión : Introducción al Equipo de Intervención Académica
Objetivo:	Discusión
Presentado por:	Micah Stilwell
Material Relacionado:	AIT Deep Dive_09.01.21.pptx Educación Media Superior - Escuela MWA Programación de Big Splash (Semana 1) .pdf

ANTECEDENTES:
Resumen del método educativo y el aprendizaje posterior al sistema a distancia e introducción del nuevo Equipo de Instrucción Académica

RECOMENDACIÓN:
Tenga en cuenta que se adjunta una copia del "Big Splash" como documento de referencia para una de las diapositivas.

Portada

Informe Escrito del Director de Educación Secundaria Superior: Inicio del Año Escolar

Sección: II. Informes Vigentes
Punto: D. Informe Escrito del Director de Educación Secundaria Superior: Inicio del Año Escolar
Objetivo: Discusión
Presentado por: Evangelia Ward-Jackson
Material Relacionado: September 2021_School Board Report (1).pdf
MWA_RTF Board Report_Sept 2021.pdf

RECOMENDACIÓN:
Sírvase revisar el informe adjunto. La Junta se someterá a una sesión de preguntas y respuestas. El proveedor de servicios, RT Fisher, se unirá igualmente a la sesión de preguntas y respuestas.

Portada

Informe del Director Ejecutivo

Sección:	II. Informes Vigentes
Punto:	E. Informe del Director Ejecutivo
Objetivo:	Discusión
Presentado por:	
Material Relacionado:	CEO Report_MWA Board_SEP 2021.pdf

Portada

Preguntas y Respuestas sobre el Informe Financiero Escrito (CFO)

Sección: II. Informes Vigentes
Punto: G. Preguntas y Respuestas sobre el Informe Financiero Escrito (CFO)
Objetivo:
Presentado por:
Material Relacionado: Executive Summary - 2020-21 Unaudited Actuals - FINAL.pdf
Executive Summary - FY22 Final State Budget.pdf

Portada

Informe sobre el Contrato ECF de T-Mobile y el ECF CDW Cotización para Chromebooks

Sección: III. Puntos No de Acción
Punto: B. Informe sobre el Contrato de ECF de T-Mobile y la Cotización de ECF de CDW para Chromebooks
Objetivo: Información del Año Fiscal
Presentado por: Damon Edwards
Material Relacionado:
MEMORANDUM RE T-MOBILE ECF CONTRACT & CDW ECF QUOTE FOR CHROMEBOOKS.pdf

ANTECEDENTES:
Nota que proporciona una actualización a la junta sobre los puntos aprobados durante la Reunión Especial de la Junta del 11 de agosto: Contrato ECF de T-Mobile y Cotización CDW ECF para Chromebooks.

RECOMENDACIÓN:
Informativo. No se requiere accion.

Portada

Acta de la Junta: 17 de junio de 2021 Sesión de la Junta

Sección:	IV. Puntos de Acción
Punto:	A. Acta de la Junta: 17 de junio de 2021 Sesión de la Junta
Objetivo:	Aprobación del Acta
Presentado por:	
Material Relacionado:	Acta de la Reunión de Junio de la Junta Directiva de 17 de junio de 2021

Portada

Aprobar las Actas de la Reunión Especial de la Junta

Sección:	IV. Puntos de Acción
Punto:	B. Aprobar el Acta de la Reunión Especial de la Junta
Objetivo:	Aprobación del Acta
Presentado por:	
Material Relacionado:	Acta de la Reunión Especial de la Junta el 11 de agosto de 2021

Portada

Renovación del Contrato con Anchor Counseling Solutions

Sección: IV. Puntos de Acción
Punto: C. Renovación del Contrato con Anchor Counseling Solutions
Objetivo: Votación
Presentado por: Karen Snider
Material Relacionado:
MWA Anchor 2021-2022 Contrato Marco Ejecutado Anchor. MWA Needs to Sign.docx
Anchor Counseling AICertificate.Making Waves Academy.2021-22.pdf
Anchor Counseling & Education Solutions Fees for Service 2021-2022 (1).pdf

ANTECEDENTES:
Anchor Solutions proporciona a MWA evaluaciones de psicología escolar, apoyo de especialistas conductuales, evaluaciones de salud mental relacionadas con la educación, terapia del habla y el lenguaje, manejo de casos de los estudiantes en cuanto a capacidad del habla y el lenguaje, y manejo de casos de dotación de vacantes de maestros de RSP.

RECOMENDACIÓN:
Aprobación de la renovación del contrato de agencia no pública AY 2021-22.

Portada

Catalyst Seneca

Sección: IV. Puntos de Acción
Punto: D. Catalyst Seneca
Objetivo: Votación
Presentado por: Karen Snider
Material Relacionado: NPS - Making Waves Academy - JMG-signed by MWA.pdf

ANTECEDENTES:
Continuación de la Nivelación en una Escuela No Pública para un estudiante de Making Waves con un IEP en Catalyst Seneca. La escuela proporciona a los estudiantes amplios servicios de salud mental y apoyo para necesidades especiales individuales que no están disponibles actualmente en MWA.

RECOMENDACIÓN:
Aprobación de la renovación del contrato con Catalyst NPS.

Portada

Informe de Datos Reales No Auditados del Año Fiscal 2021

Sección:	IV. Puntos de Acción
Punto:	E. Informe de Datos Reales no Auditados del Año Fiscal 21
Objetivo:	Votación
Presentado por:	
Material Relacionado:	Making Waves Academy FY2020-21 Unaudited Actuals.pdf Central Office FY2020-21 Unaudited Actuals.pdf

Portada

Cuenta de Protección de la Educación (EPA)

Sección: IV. Puntos de Acción
Punto: Cuenta de Protección de la Educación (EPA)
Objetivo: Votación
Presentado por: Hung Mai
Material Relacionado: Education Protection Account - Board Resolution - 2021-22-6.9.2021.pdf
Education Protection Account - Spending Plan 2021-22-6.9.2021.pdf

RECOMENDACIÓN:
Se recomienda que la Junta de la MWA adopte la Resolución de Cuentas de Protección de la Educación sin impacto fiscal.

Portada

Facturas de Proveedores

Sección: IV. Puntos de Acción
Punto: G. Facturas de Proveedores
Objetivo: Votación
Presentado por: Hung Mai
Material Relacionado: Bill Payment List - April 2021- July 2021.pdf

ANTECEDENTES:
Facturas de proveedores de los meses de abril a julio de 2021.
Impacto Fiscal: $ 3.655.913

RECOMENDACIÓN:
Revisión y aprobación de las facturas de proveedores de abril a julio de 2021.

Portada

Contrato de Educadores Conscientes (2021-2022)

Sección: IV. Puntos de Acción
Punto: H. Contrato de Educadores Conscientes (2021-2022)
Objetivo: Votación
Presentado por: Brandon Greene
Material Relacionado: Mindful Educators @ Making Waves _ Contract 2021-22.pdf

ANTECEDENTES:
Al entrar en el año escolar 2021-22, procuramos sumar nuestros éxitos del año pasado al continuar priorizando el bienestar socioemocional de todos los interesados. Estamos comprometidos a mantener al menos el 25% de nuestro desarrollo profesional y calendarios de reuniones de padres con miras a apoyar las necesidades de bienestar socioemocional de la facultad/personal y padres/tutores y desarrollar sus habilidades y competencias socioemocionales a través de capacitaciones proporcionadas por nuestro Equipo de Servicios de Apoyo Integral y nuestras alianzas comunitarias. Con este fin, buscamos extender nuestra asociación comunitaria basada en la concientización a través de la propuesta de Mindful Educators (Maestros Conscientes).
Advierta que esta propuesta comprende una extensión de lo que anteriormente se conocía como nuestra asociación comunitaria Seeds of Awareness. Seeds of Awareness, como una pequeña organización sin fines de lucro, luchó por mantenerse a flote durante el COVID-19. Como resultado, la Junta Directiva de Seeds, después de un extenso y prolongado periodo de consideración, ha tomado la importante decisión de cerrar sus programas. Véase la DECLARACIÓN del anuNcio de Cierre de Seeds a continuación:
Anuncio de Cierre Organizacional Externo de Seeds
Por fortuna para MWA, los codirectores de programas escolares de Seeds, Pam Lozoff y Sarwang Parikh, quienes crearon y dirigieron todas las ofertas de asociaciones comunitarias basadas en la concientización de MWA el año escolar pasado, siguen muy pendientes y disponibles para aprovechar el increíble trabajo iniciado avanzando en la asociación como contratistas independientes. Estamos agradecidos por el compromiso continuo de la junta de MWA por apoyar las necesidades de bienestar socioemocional de todas las partes interesadas en la comunidad escolar, particularmente durante este año de transición, desafíos e incertidumbre.

RECOMENDACIÓN:
Es con mi más firme recomendación que insto a la junta a considerar la aprobación de esta asociación al costo de $25.000.

Portada

Declaración de Necesidad de CTC

Sección: IV. Puntos de Acción
Punto: I. Declaración de Necesidad de CTC
Objetivo: Votación
Presentado por: Fe Campbell
Material Relacionado: Declaration of Need 2021.pdf

ANTECEDENTES:
La Declaración de Necesidad permite a la MWA presentar la solicitud y que la Comisión de Acreditación de Maestros pueda emitir el Desarrollo Académico e Transcultural de Contingencia (CLAD), Permisos de Asignación Limitada y otros, para maestros. En un año en el que la contratación de maestros es difícil, estos permisos de contingencia garantizan la consecución del cumplimiento mientras los maestros están inscritos en un programa actualizado de certificación docente, se dedican a estudiar para aprobar los exámenes requeridos o transfieren certificaciones de otros estados.

Sin impacto fiscal.

RECOMENDACIÓN:
Su aprobación de este acuerdo permite que la MWA continúe apoyando a los maestros en la consecución de permisos que mantengan a la MWA en cumplimiento con las regulaciones de la CTC.

Portada

El Equipo de Educación (Nuevo Proveedor Sustituto)

Sección: IV. Puntos de Acción
Punto: J. El equipo de Educación (Nuevo Proveedor Sustituto)
Objetivo: Votación
Presentado por: Fe Campbell
Material Relacionado: The Education Team-Signed.pdf

ANTECEDENTES:
MWA se asociará con el Equipo de Educación para proveer educadores acreditados que puedan ayudar a llenar las vacantes para el año escolar 2021-2022.

RECOMENDACIÓN:
Su aval para la aprobación de este contrato ayudará a garantizar que la MWA pueda contratar educadores acreditados con la capacidad de brindar instrucción a nuestros estudiantes durante un período en el que las escuelas tienen dificultades para cubrir los puestos de enseñanza vacantes.

Portada

Scoot (Nuevo Proveedor de Personal Sustituto)

Sección: IV. Puntos de Acción
Punto: K. Scoot (Nuevo Proveedor Suplente de Personal)
Objetivo: Votación
Presentado por: Fe Campbell
Material Relacionado: Scoot Education-Signed.pdf

ANTECEDENTES:
MWA se asociará con Scoot con el objetivo de dotar educadores acreditados que puedan ayudar a llenar las vacantes para el año escolar 2021-2022.

RECOMENDACIÓN:
Su aval para la aprobación de este contrato ayudará a garantizar que la MWA pueda contratar educadores acreditados con la capacidad de brindar instrucción a nuestros estudiantes durante un período en el que las escuelas tienen dificultades para cubrir los puestos de enseñanza vacantes.

Portada

Swing (Proveedor de Personal Sustituto)

Sección: IV. Puntos de Acción
Punto: L. Swing (Proveedor Suplente de Personal)
Objetivo: Votación
Presentado por: Fe Campbell
Material Relacionado: Swing & Making Waves Academy 2021_2022 Service Agreement.pdf

ANTECEDENTES:
MWA continuará asociándose con el Equipo de Educación para buscar educadores acreditados que puedan ayudar a llenar las vacantes para el año escolar 2021-2022.

RECOMENDACIÓN:
Su aval para la aprobación de este contrato ayudará a garantizar que la MWA pueda contratar educadores acreditados con la capacidad de brindar instrucción a nuestros estudiantes durante un período en el que las escuelas tienen dificultades para cubrir los puestos de enseñanza vacantes.

Portada

Nueva Política de la Junta: Código de Conducta para Padres

Sección: IV. Puntos de Acción
Punto: M. Resolucion de la Junta Directiva
Objetivo: Votación
Presentado por: Elizabeth Martinez y Alton B. Nelson Jr.
Material Relacionado: Resolution COVID-19 Pandemic_Emergency Authority Delegation (2).pdf

ANTECEDENTES:

La resolución de la junta busca delegar la autoridad de emergencia al Director Ejecutivo de Making Waves Academy, Alton B. Nelson Jr. La resolución garantiza que el Director Ejecutivo / designado tenga las herramientas necesarias para proteger la salud y la seguridad de los estudiantes, el personal y las familias y para garantizar que el aprendizaje de los estudiantes continúe a medida que cambian las condiciones de salud y los riesgos para la salud relacionados con la pandemia de COVID-19.

RECOMENDACIÓN:
Recomendamos que la junta revise y apruebe la resolución.

Portada

Nueva Política de la Junta: Código de Conducta para Padres

Sección:	IV. Puntos de Acción
Punto:	N. Nueva Política de la Junta: Código de Conducta para Padres
Objetivo:	Votación
Presentado por:	Elizabeth Martinez
Material Relacionado:	Board Policy 14 - Parent-Guardian Code of Conduct_Final.docx

ANTECEDENTES:

El propósito del Código de Conducta para Padres/Tutores es proporcionar un entendimiento mutuo a todos los padres/tutores sobre las expectativas conductuales mientras se encuentran en las instalaciones educativas, en los eventos escolares y en el momento de interactuar con Making Waves Academy ("MWA" o la "Escuela"), sus empleados, estudiantes y/u otros padres/tutores legales.

RECOMENDACIÓN:

Recomendamos que la junta revise y apruebe la Política de la Junta 14: **CÓDIGO DE CONDUCTA PARA PADRES/TUTORES.**

Portada

Gastos de Transporte de RIDS

Sección: IV. Puntos de Acción
Punto: O. Gastos de Transporte de RIDS
Objetivo: Votación
Presentado por: Karen Snider

ANTECEDENTES:
Debido a la pandemia en curso, la institución no ofrecerá transporte en autobús en general durante el primer semestre. Sin embargo, hay cinco estudiantes cuyo IEP requiere que la institución les proporcione transporte. MWA dispone de un contrato con RIDS Transportation que se especializa en el transporte de estudiantes menores de edad hacia la institución/hogar. Para cumplir con los requisitos de los IEP de estos estudiantes, estimamos un gasto de $48.710 para el primer semestre.

RECOMENDACIÓN:
Recomendamos que la junta apruebe un impacto fiscal que no exceda los $50.000 para el primer semestre.