



# Making Waves Academy

## September Board Meeting

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### Date and Time

Thu Sep 8, 2022 at 12:00 PM PDT

### Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09>

Passcode: 073032

Or One tap mobile :

US: +16694449171,,87855022048#,,,,\*073032# or +16699006833,,87855022048#,,,,\*073032#

Or Telephone:

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

US: +1 669 444 9171 or +1 669 900 6833 or +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 564 217 2000 or +1 646 931 3860 or +1 929 436 2866 or +1 301 715 8592 or +1 309 205 3325 or +1 312 626 6799 or +1 386 347 5053

Webinar ID: 878 5502 2048

Passcode: 073032

International numbers available: <https://mwacademy.zoom.us/u/keaPhEAWej>

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### COMING SOON (to be posted by Wednesday, September 7)

- HAGA CLIC AQUÍ para acceder a la agenda y portadas en español/CLICK HERE to access agenda and cover sheets in Spanish: <https://bit.ly/3QrBB3D>
  - HAGA CLIC AQUÍ para acceder el reporte escolar/CLICK HERE to access the school board report in Spanish: <https://bit.ly/3TOgkUQ>
-

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

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**Ashley Yarbrough at [ayarbrough@mwacademy.org](mailto:ayarbrough@mwacademy.org) or 510-779-1427.**

In accordance with AB 361 in the State of California, we will be hosting this board meeting via teleconference due to the following circumstances:

- The MWA Board of Directors is holding a meeting during a proclaimed state of emergency by the State of California due to the COVID-19 pandemic.

### **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
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De acuerdo con AB 361 en el Estado de California, organizaremos esta reunión de la junta directiva a través de teleconferencia debido a la siguiente circunstancia:

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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
<b>I. Opening Items</b>			<b>12:00 PM</b>
Opening Items			
<b>A. Call the Meeting to Order</b>		Alicia Malet Klein	
Alicia Malet Klein will call the meeting to order and review meeting norms regarding attendees.			
<b>B. Record Attendance</b>		Alicia Malet Klein	1 m
Roll call and verification of quorum.			
<b>C. Board Findings Pursuant to Government Code Section 54953(e)</b>	Vote	Alicia Malet Klein	1 m
The MWA Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.			
<b>D. Remarks by Board President</b>	Discuss	Alicia Malet Klein	5 m
Topics to be Covered:			
<ul style="list-style-type: none"> <li>• Welcome back!</li> <li>• Bringing more faculty/staff voice to board meetings</li> </ul>			
<b>E. 19th Wave Summer Graduates - Recognition</b>		Esau Molina	5 m
Graduate highlights			
Fiscal impact: No fiscal impact			
<b>F. Public Comment</b>		Alicia Malet Klein	20 m



Purpose

Presenter

Time

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**II. Action Items**

**12:32 PM**

<b>A.</b>	Board Minutes: June 13, 2022 Board Meeting	Approve Minutes	Alicia Klein	1 m
<b>B.</b>	Board Minutes: June 21, 2022 Special Board Meeting	Approve Minutes	Alicia Klein	1 m

	Purpose	Presenter	Time
<b>C.</b> Board Minutes: July13, 2022 Special Board Meeting	Approve Minutes	Alicia Klein	1 m
<b>D.</b> Committee Minutes: September 1, 2022 Finance Advisory Committee	Approve Minutes	Alicia Klein	1 m
<b>E.</b> MOU Agreement for Services with FIA	Vote	Alton B. Nelson Jr.	1 m
<p>The MOU states the terms of the agreement with MWA for services with Families In Action For Quality Education (FIA) for the interim until the new membership entity (that will support Contra County charter schools specifically) is formalized and fully formed.</p> <p>Fiscal Impact: \$10,000</p>			
<b>F.</b> Public Hearing: Independent Study Policy	FYI	Wallace Wei	5 m
<p>Allow the public to comment on the revised independent study policy.</p>			
<b>G.</b> Independent Study Policy	Vote	Wallace Wei	1 m
<p>The Board shall consider adoption of an Independent Study Policy in accordance with the requirements of Education Code Section 51747.</p>			
<b>H.</b> FY22 Unaudited Actuals Report	Vote	Wallace Wei	1 m
<p>Board to review and approve 2021-22 Unaudited Actuals.</p>			
<b>I.</b> Vendor Invoices for May-July 2022	Vote	Hung Mai	1 m
<p>Vendor Invoices for May - July 2022</p> <p>Fiscal Impact: \$3,585,510.19</p>			
<b>J.</b> PG&E Invoice	Vote	Hung Mai	1 m
<p>Fiscal Impact: \$88,532.49</p>			
<b>K.</b> 2021-22 Contra Costa COE Charter Oversight Fees	Vote	Hung Mai	1 m
<p>We paid the invoice on August 1, 2022. The invoice was over \$25, 000 and we wanted the Board of Directors to ratify it.</p> <p>Fiscal Impact: \$110,386.00</p>			
<b>L.</b> Education Protection Account (EPA)	Vote	Hung Mai	1 m

Purpose                      Presenter                      Time

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.

Fiscal Impact: \$2,205,796.00

- M.** 2022-23 Consolidated Application and Report System (CARS) for Funding                      Vote                      Hung Mai                      1 m
- Review and approve 2022-23 Consolidated Application and Report System (CARS) for Funding.

Fiscal impact: No fiscal impact

- N.** Anchor Counseling Solutions Contract Renewal                      Vote                      Karen Snider                      1 m
- SPED is renewing it's contract with nonpublic agency contractor Anchor Counseling Solutions for the 2022-23 AY.

Fiscal impact: \$300,000

- O.** Student Placement at CCCOE County program at Marchus School in Concord, CA                      Vote                      Karen Snider                      1 m
- MWA SPED must place a special education student at a CCCOE County Program at Marchus School in Concord, CA based on student's individual needs and IEP.

Fiscal impact: \$40,000 Amount to be updated based on terms of individual student agreement and contract.

- P.** Updated Uniform Complaint Procedure                      Vote                      Elizabeth Martinez                      1 m
- Review of the updated Uniform Complaint Procedure and form.

- Q.** RIDS Transportation Contract                      Vote                      Elizabeth Martinez                      1 m
- Board reviews contract for transportation required by student's Individualized Education Program (IEP).  
Fiscal Impact: Not to exceed \$125,000

**III. Standing Reports** **12:53 PM**

- A.** Mission Connection: New Leaders Introductions                      FYI                      Alton B. Nelson Jr.                      20 m
- Introduction of AP's, deans and other new school leaders

	Purpose	Presenter	Time
<b>B.</b> ASB Update	FYI	Jamauri Thomas	10 m
<b>C.</b> Deep Dive: SBAC Results	Discuss	Alton B. Nelson Jr., Molly Moloney	20 m
<b>D.</b> CEO/Interim Principal Report Focus areas for the year	Discuss	Alton B. Nelson Jr.	10 m
<b>E.</b> Q&A on Written School Reports  • Assessment calendar/strategy overview • Culture and Climate Reset	Discuss	Alton B. Nelson Jr.	10 m
<b>F.</b> Q&A on Written Chief Operating Officer Report (COO)  COO provides report on the start of school and the COVID-19 safety approach.	Discuss	Elizabeth Martinez	10 m
<b>G.</b> Q&A on Written Finance Report (CFO)  Board members will have an opportunity to ask questions about the contents of the written report.	Discuss	Wallace Wei	5 m
<b>H.</b> Break			5 m
<b>IV. Non-Action Items</b>			<b>2:23 PM</b>
<b>A.</b> Advisory Committee Updates  Board President will provide a refresher on the role of board committees. Advisory Committees will provide a summary of work-to-date and next steps.  • Advisory Committees <ul style="list-style-type: none"> <li>◦ Curriculum and Instruction Review: Esther Hugo will present on the 4/19 meeting</li> <li>◦ Finance</li> <li>◦ Diversity, Equity and Inclusion</li> <li>◦ Audit</li> <li>◦ Culture and Climate</li> <li>◦ WASC</li> </ul>	Discuss	Alicia Klein	10 m
<b>B.</b> New LCAP Advisory Group	FYI	Alton B. Nelson Jr.	5 m

	Purpose	Presenter	Time
Board receives an update regarding the new LCAP Advisory Group and the shift away from a School Site Council.			

**V. Consent Action Items**

Combined Fiscal Impact: \$

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

- |  |     |                  |
|--|-----|------------------|
| <b>A.</b> Slides Presented at Board Meeting                                | FYI | Ashley Yarbrough |
| <b>B.</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 los artículos incluidos en la agenda, así como el informe escolar que será escrito por la directora principal de la escuela y sus líderes escolares. Tome en cuenta que no todos los artículos incluyen una hoja de portada; las hojas de portada se crean principalmente para artículos que requieren explicación más allá de la breve descripción del artículo.

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. Please note that not all items include a coversheet - coversheets are mostly created for items that require more explanation beyond the brief item description.

**VII. Discussion Items**

**2:38 PM**

- |   |         |                    |      |
|---|---------|--------------------|------|
| <b>A.</b> Closed Session<br>•Public Employee Performance Evaluation: CEO  | Discuss | Alicia Malet Klein | 15 m |
| <b>B.</b> 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. |         |                    |      |
| <b>C.</b> Schedule of Remaining Board of Directors Meetings 2022-2023   | FYI     | Alicia Klein       |      |

	Purpose	Presenter	Time
	<ul style="list-style-type: none"><li>• October 13th, 2022, 4:00pm-7:30pm</li><li>• December 8th, 2022, 10:30am-2:00pm</li><li>• January 26th, 2023, 10:30am-2:00pm</li><li>• March 9th, 2023, 10:30am-2:00pm</li><li>• May 4th, 2023, 4:00pm-7:30pm</li><li>• June 15th, 2023, 10:30am-2:00pm</li></ul>		

**VIII. Closing Items**

**2:58 PM**

<b>A.</b> Adjourn Meeting	Vote	Alicia Klein
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# Coversheet

## Board Minutes: June 13, 2022 Board Meeting

**Section:** II. Action Items  
**Item:** A. Board Minutes: June 13, 2022 Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for June Board Meeting on June 13, 2022



APPROVED



## Making Waves Academy

### Minutes

#### June Board Meeting

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#### Date and Time

Mon Jun 13, 2022 at 10:30 AM

#### Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/84596467191?pwd=ZUZaRGMzVmhXeVRaMmVlNGxsd1lTZz09>

Passcode: 580560

Or One tap mobile :

US: +16699006833,,84596467191#,,,,\*580560# or +13462487799,,84596467191#,,,,\*580560#

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 +1 301 715 8592 or +1 312 626 6799 or +1 929 436 2866

Webinar ID: 845 9646 7191

Passcode: 580560

International numbers available: <https://mwacademy.zoom.us/j/ksR4hmfXV>

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### **Directors Present**

Alicia Klein (remote), Esther Hugo (remote), Janis Glover (remote), Layla Naranjo (remote), Margaret Watson (remote)

### **Directors Absent**

Ana Barron, Jessica Laughlin

### **Guests Present**

Alton B. Nelson Jr. (remote), Ashley Yarbrough (remote), Elizabeth Martinez (remote)

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## **I. Opening Items**

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

Ashley Yarbrough called a meeting of the board of directors of Making Waves Academy to order on Monday Jun 13, 2022 at 10:35 AM.

### **B. Record Attendance**

### **C. Board Findings Pursuant to Government Code Section 54953(e)**

Margaret Watson made a motion to approve the board findings pursuant to Government Code Section 54953(e).

Janis Glover seconded the motion.

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

### **Roll Call**

Margaret Watson Aye  
Ana Barron Absent  
Janis Glover Aye  
Esther Hugo Aye  
Layla Naranjo Aye  
Alicia Klein Aye  
Jessica Laughlin Absent

### **D. Remarks by Board President**

MWA Board President, Alicia Malet Klein, shared remarks about:

- Campus naming event held on June 9th, 2022, honoring John and Regina Scully by naming the campus the ***Campus for Equity in Education*** in their honor. Two monuments were placed on campus to recognize their commitment and impact.

### **E. Public Comment**

No public comment was made.

## **II. Standing Reports**

### **A. Mission Connection: MWA Alumni Video**

Board viewed a video reflection from MWA Alumni on college and/or career post-MWA.

### **B. ASB Update**

Mr. Jamauri Thomas, Student Activities Coordinator introduced the new ASB President and Vice President for the 2022-2023 school years.

The ASB President and Vice President provided an overview of their successes, challenges, and priorities.

### **C. Deep Dive: College Admissions Data and Other Post-Secondary Plans**

Incoming Director of College and Career Counseling, Esau Molina, provided an overview of the 2021-2022 College Admissions Data and Other Post-Secondary Plans for the 19th Wave.

Mr. Molina also provided a summary of the learning and insights from this year that will be applied to the planning for next academic year.

Board asked questions about the information presented.

### **D. College and Career Center**

Outgoing Director of College and Career Counseling, Jon Siapno, answered questions about:

- Analysis of new CCC strategy pilot(s)
- CAP's revised strategies for MWA grads
- MWA alumni engagement

### **E.**

### **CEO Report**

CEO, Alton B. Nelson Jr., provided a verbal report and board members asked questions.

### **F. Q&A on Written Chief Operating Officer Report (COO)**

Board asked questions about the written COO report.

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

Board asked questions about the written CFO report and the 2022-2023 budget.

### **H. Break**

Board adjourned for a break.

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

### **A. Public Comment - Non-Action Items & Action Items**

No public comment was made.

### **B. Advisory Committee Updates**

## **IV. Action Items**

### **A. Board Minutes: May 5, 2022 Board Meeting**

Janis Glover made a motion to approve the minutes from May Board Meeting on 05-05-22.  
Esther Hugo seconded the motion.  
The board **VOTED** to approve the motion.

#### **Roll Call**

Esther Hugo	Aye
Alicia Klein	Aye
Margaret Watson	Aye
Janis Glover	Aye
Layla Naranjo	Aye
Jessica Laughlin	Absent
Ana Barron	Absent

### **B. Committee Minutes: June 2, 2022 Finance Advisory Committee**

Esther Hugo made a motion to accept the minutes from the Finance Advisory Committee Meeting Finance Advisory Meeting on 06-02-22.  
Layla Naranjo seconded the motion.  
The board **VOTED** to approve the motion.

#### **Roll Call**

Alicia Klein	Aye
Jessica Laughlin	Absent
Esther Hugo	Aye
Layla Naranjo	Aye
Janis Glover	Aye
Ana Barron	Absent
Margaret Watson	Aye

### **C.**

### CA School Dashboard Local Indicators

Compliance and Data Systems Administrator, Carmen Velarde, presented on MWA's Local Indicators.

#### D. Approve the 2022-23 Local Control and Accountability Plan (LCAP)

Esther Hugo made a motion to approve the 2022-23 Local Control and Accountability Plan (LCAP).

Margaret Watson seconded the motion.

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

##### Roll Call

Alicia Klein	Aye
Janis Glover	Aye
Esther Hugo	Aye
Jessica Laughlin	Absent
Ana Barron	Absent
Layla Naranjo	Aye
Margaret Watson	Aye

#### E. Approve FY2022-23 Budget

Janis Glover made a motion to approve MWA's FY2022-23 Budget.

Layla Naranjo seconded the motion.

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

##### Roll Call

Alicia Klein	Aye
Esther Hugo	Aye
Jessica Laughlin	Absent
Margaret Watson	Aye
Layla Naranjo	Aye
Ana Barron	Absent
Janis Glover	Aye

#### F. Vendor Invoices for April 2022

Margaret Watson made a motion to approve vendor Invoices for April 2022.

Janis Glover seconded the motion.

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

##### Roll Call

Janis Glover	Aye
Jessica Laughlin	Absent
Margaret Watson	Aye
Esther Hugo	Aye
Layla Naranjo	Aye
Ana Barron	Absent
Alicia Klein	Aye

#### G. Nob Hill Catering, Inc. Renewal

Esther Hugo made a motion to approve the renewal with Nob Hill Catering, Inc.

Layla Naranjo seconded the motion.

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

##### Roll Call

Esther Hugo	Aye
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**Roll Call**

Janis Glover Aye  
Alicia Klein Aye  
Ana Barron Absent  
Layla Naranjo Aye  
Jessica Laughlin Absent  
Margaret Watson Aye

**H. Pachecho's Cleaning Contract**

Margaret Watson made a motion to approve the renewal of Pachecho's Cleaning Contract.  
Esther Hugo seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Esther Hugo Aye  
Margaret Watson Aye  
Alicia Klein Aye  
Layla Naranjo Aye  
Ana Barron Absent  
Janis Glover Aye  
Jessica Laughlin Absent

**I. Renaissance Renewal Agreement**

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

**Roll Call**

Layla Naranjo Aye  
Ana Barron Absent  
Esther Hugo Aye  
Jessica Laughlin Absent  
Margaret Watson Aye  
Alicia Klein Aye  
Janis Glover Aye

**J. CDW Cisco Smartnet Annual Renewal Agreement**

Esther Hugo made a motion to approve the CDW Cisco Smartnet Annual Renewal Agreement.  
Janis Glover seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Janis Glover Aye  
Alicia Klein Aye  
Jessica Laughlin Absent  
Margaret Watson Aye  
Esther Hugo Aye  
Layla Naranjo Aye  
Ana Barron Absent

**K. Fruge Psychological Associates Renewal**

Esther Hugo made a motion to approve the Fruge Psychological Associates Renewal Agreement.  
Margaret Watson seconded the motion.

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

**Roll Call**

Janis Glover	Aye
Layla Naranjo	Aye
Ana Barron	Absent
Esther Hugo	Aye
Jessica Laughlin	Absent
Margaret Watson	Aye
Alicia Klein	Aye

**L. RT Fisher Renewal**

Layla Naranjo made a motion to approve the RT Fisher Renewal Agreement.

Margaret Watson seconded the motion.

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

**Roll Call**

Margaret Watson	Aye
Layla Naranjo	Aye
Jessica Laughlin	Absent
Esther Hugo	Aye
Alicia Klein	Aye
Janis Glover	Aye
Ana Barron	Absent

**M. CharterSAFE Proposal 2022-2023**

Margaret Watson made a motion to approve the CharterSAFE Proposal 2022-2023.

Layla Naranjo seconded the motion.

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

**Roll Call**

Esther Hugo	Aye
Jessica Laughlin	Absent
Layla Naranjo	Aye
Ana Barron	Absent
Alicia Klein	Aye
Margaret Watson	Aye
Janis Glover	Aye

**N. CIF Ratification Form**

Janis Glover made a motion to approve the Designation of North Coast Section, CIF Representatives.

Layla Naranjo seconded the motion.

CIF Representatives:

- Alton B. Nelson Jr.
- Jeff Hazel
- Alonso Rivera

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

**Roll Call**

Esther Hugo	Aye
Alicia Klein	Aye
Margaret Watson	Aye
Layla Naranjo	Aye



**Roll Call**

Janis Glover Aye  
Ana Barron Absent  
Jessica Laughlin Absent

**O. Approve Schedule of Board Meetings for 2022-2023**

Margaret Watson made a motion to approve the Schedule of Board Meetings for 2022-2023.  
Janis Glover seconded the motion.

- 09/08/2022 10:30 AM 2:00 PM
- 10/13/2022 4:00 PM 7:30 PM
- 12/08/2022 10:30 AM 2:00 PM
- 01/26/2023 10:30 AM 2:00 PM
- 03/09/2023 10:30 AM 2:00 PM
- 05/04/2023 4:00 PM 7:30 PM
- 06/15/2023 10:30 AM 2:00 PM

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

**Roll Call**

Janis Glover Aye  
Ana Barron Absent  
Esther Hugo Aye  
Margaret Watson Aye  
Layla Naranjo Aye  
Alicia Klein Aye  
Jessica Laughlin Absent

**P. Updated: Bell Schedule 2022-2024**

Margaret Watson made a motion to approve the Updated Bell Schedule 2022-2024.  
Layla Naranjo seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Ana Barron Absent  
Esther Hugo Aye  
Layla Naranjo Aye  
Alicia Klein Aye  
Jessica Laughlin Absent  
Janis Glover Aye  
Margaret Watson Aye

**V. Discussion Items**

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

Board shared appreciations.

**B. Schedule of Board of Directors Meetings 2022-2023**

Schedule of Regular Board of Directors Meetings, 2022-2023

- 9/8/2022 10:30 AM 2:00 PM
- 10/13/2022 4:00 PM 7:30 PM
- 12/8/2022 10:30 AM 2:00 PM
- 1/26/2023 10:30 AM 2:00 PM
- 3/9/2023 10:30 AM 2:00 PM

- 5/4/2023 4:00 PM 7:30 PM
- 6/15/2023 10:30 AM 2:00 PM

### **C. Closed Session**

- CONFIDENTIAL STUDENT DISCIPLINE MATTER– Expulsion Case No.: 2022001 was continued to a future date

## **VI. Closing Items**

### **A. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:04 PM.

Respectfully Submitted,  
Elizabeth Martinez

# Coversheet

## Board Minutes: June 21, 2022 Special Board Meeting

**Section:** II. Action Items  
**Item:** B. Board Minutes: June 21, 2022 Special Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Special Board Meeting on June 21, 2022

APPROVED



## Making Waves Academy

### Minutes

#### Special Board Meeting

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#### Date and Time

Tue Jun 21, 2022 at 5:30 PM

#### Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/89704471474?pwd=ZXZla1luRWxvelluRjdVazVoTkk3dz09>

Passcode: 848628

Or One tap mobile :

US: +16699006833,,89704471474#,,,,\*848628# or +12532158782,,89704471474#,,,,\*848628#

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: 897 0447 1474

Passcode: 848628

International numbers available: <https://mwacademy.zoom.us/j/89704471474>

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

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

**Ashley Yarbrough at [ayarbrough@mwacademy.org](mailto:ayarbrough@mwacademy.org) or 510-779-1427.**

In accordance with AB 361 in the State of California, we will be hosting this board meeting via teleconference due to the following circumstances:

- The MWA Board of Directors is holding a meeting during a proclaimed state of emergency by the State of California due to the COVID-19 pandemic **as per their approved findings on May 5, 2022.**

#### Public Comment

- **For special board meetings, the public may address the Board only concerning the items on the agenda.**

- Under Public Comment, members of the public may
  - **May address the Board only concerning the items on the agenda**
  - **Presentations are limited to two minutes each**, or a total of ten 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 may submit a request to speak before 9:00 AM on the day of the board meeting or use the raise hand function during the public comment sections of the meeting.**
  - **If you would like to send your request to speak prior to the meeting, please email your request to [ayarbrough@mwacademy.org](mailto:ayarbrough@mwacademy.org) in English or Spanish.**
  - **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 AB 361 en el Estado de California, organizaremos esta reunión de la junta directiva a través de teleconferencia debido a la siguiente circunstancia:

- La Junta Directiva de MWA sea reunera durante un estado de emergencia proclamado por el Estado de California debido a la pandemia de COVID-19 según sus hallazgos aprobados el 5 de mayo de 2022.

### **Comentarios públicos**

- **Para las reuniones especiales de la junta directiva, el público puede dirigirse a la mesa directiva solo en relación con los puntos de la agenda.**
- **Bajo comentario público, los miembros del público pueden:**
  - **Dirigirse a la mesa directiva solo en relación con los puntos de la agenda.**
  - **Las presentaciones están limitadas a dos minutos cada una, o un total de diez 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.*
- **Mientras las reuniones se llevan a cabo virtualmente, los miembros del público que desean hablar durante la junta pueden presentar una solicitud para hablar antes de las 9:00 a.m. del día de la reunión de la junta o usar la función de levantar la mano durante las secciones de comentarios públicos de la reunión.**
  - **Si desea enviar su solicitud de uso de la palabra antes de la reunión, envíe su solicitud por correo electrónico a [ayarbrough@mwacademy.org](mailto:ayarbrough@mwacademy.org) en inglés o español.**
- *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.*

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:*

Ashley Yarbrough at [ayarbrough@mwacademy.org](mailto:ayarbrough@mwacademy.org) or 510-779-1427.

**Please note that all agenda times are estimates.**

**Tenga en cuenta que todos los horarios de la agenda son estimaciones.**

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### **Directors Present**

Alicia Klein (remote), Esther Hugo (remote), Janis Glover (remote), Layla Naranjo (remote)

### **Directors Absent**

Ana Barron, Jessica Laughlin, Margaret Watson

### **Guests Present**

Alton B. Nelson Jr. (remote), Ashley Yarbrough (remote), Wallace Wei (remote)

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## **I. Opening Items**

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

Alicia Klein called a meeting of the board of directors of Making Waves Academy to order on Tuesday Jun 21, 2022 at 5:35 PM.

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

### **C. Public Comment**

No public comments were taken.

### **D. Outlook to Gmail Migration**

Damon Edwards reminded board members of the Outlook to Gmail Migration.

### **E. FY2022-23 Insurance Package**

Esther Hugo made a motion to Approve the FY2022-23 Insurance Package.

Layla Naranjo seconded the motion.

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

### **F. Gallagher Client Services Agreement**

Layla Naranjo made a motion to Approve Gallagher Client Services Agreement.

Janis Glover seconded the motion.

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

### **G. Expanded Learning Opportunities Program Plan**

Layla Naranjo made a motion to Approve the Expanded Learning Opportunities Program Plan.

Janis Glover seconded the motion.

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

## **II. Closing Items**

### **A.**

### **Schedule of Board of Directors Meetings 2022-2023**

Alicia Klein reminded the board of upcoming board meeting for the 2022-2023 school year.

### **B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:12 PM.

Respectfully Submitted,  
Alicia Klein

# Coversheet

## Board Minutes: July13, 2022 Special Board Meeting

**Section:** II. Action Items  
**Item:** C. Board Minutes: July13, 2022 Special Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Special Board Meeting on July 13, 2022



APPROVED



## Making Waves Academy

### Minutes

#### Special Board Meeting

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#### Date and Time

Wed Jul 13, 2022 at 5:00 PM

#### Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/82632351262?pwd=EqdBora07IRR-WJLcW5MsFy5CNOB3V.1>

Passcode: 508875

Or One tap mobile :

US: +16694449171,,82632351262#,,,,\*508875# or +16699006833,,82632351262#,,,,\*508875#

Or Telephone:

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

US: +1 669 444 9171 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 646 931 3860 or +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 826 3235 1262

Passcode: 508875

International numbers available: <https://mwacademy.zoom.us/j/kzq3nO28e>

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#### Directors Present

Alicia Klein (remote), Esther Hugo (remote), Janis Glover (remote), Layla Naranjo (remote), Margaret Watson (remote)

#### Directors Absent

Ana Barron, Jessica Laughlin

#### Directors who arrived after the meeting opened

Margaret Watson

#### Guests Present

Alton B. Nelson Jr. (remote), Ashley Yarbrough (remote), Elizabeth Martinez (remote)

---

#### I. Opening Items

A.

### Call the Meeting to Order

Alicia Klein called a meeting of the board of directors of Making Waves Academy to order on Wednesday Jul 13, 2022 at 5:04 PM.

### B. Record Attendance and Guests

### C. Public Comment

No public comment was made.  
Margaret Watson arrived at 5:08 PM.

### D. Non-Public School Placement Agreement

Esther Hugo made a motion to approve the Non-Public School Placement Agreement.  
Janis Glover seconded the motion.  
The board **VOTED** to approve the motion.

#### Roll Call

Esther Hugo	Aye
Margaret Watson	Aye
Ana Barron	Absent
Alicia Klein	Aye
Layla Naranjo	Aye
Janis Glover	Aye
Jessica Laughlin	Absent

### E. Closed Session

Motion to approve the recommendation for expulsion regarding Confidential Student Discipline Matter Case No: 2022001.  
The board **VOTED** to approve the motion.

#### Roll Call

Esther Hugo	Aye
Janis Glover	No
Ana Barron	Absent
Layla Naranjo	Aye
Margaret Watson	Aye
Jessica Laughlin	Absent
Alicia Klein	Aye

## II. Closing Items

### A. Schedule of Board of Directors Meetings 2022-2023

Regular Board Meetings

- 9/8/2022 10:30 AM 2:00 PM
- 10/13/2022 4:00 PM 7:30 PM
- 12/8/2022 10:30 AM 2:00 PM
- 1/26/2023 10:30 AM 2:00 PM
- 3/9/2023 10:30 AM 2:00 PM
- 5/4/2023 4:00 PM 7:30 PM
- 6/15/2023 10:30 AM 2:00 PM

### B.

**Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:23 PM.

Respectfully Submitted,  
Ashley Yarbrough

# Coversheet

## Committee Minutes: September 1, 2022 Finance Advisory Committee

**Section:** II. Action Items  
**Item:** D. Committee Minutes: September 1, 2022 Finance Advisory Committee  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:**  
MWA Finance Advisory Committee Meeting Minutes-09.01.2022\_FINAL.pdf



## Finance Advisory Committee

### Meeting Minutes

**Date and Time:** September 1<sup>st</sup>, 2022, at 11:00 AM

**Location:** Zoom Meeting

**ATTENDING:**

**Committee Members:** Alicia Malet Klein and Lori Crawford

**MWA Staff:** CEO Alton B. Nelson, Jr., CFO Wallace Wei, and Director of Finance Hung Mai

**Guest:** Ken Blum

**ABSENT:**

**Committee Member:** Sid Landman

- **FY23 Adopted State Budget**
  - The CFO updated the committee on the 2022-23 adopted state budget.
  - The adopted budget aligns closely with the Governor’s prior “May Revise” version of the budget on most issues, except for a larger increase in general-purpose funding.
  - MWA won the Teacher Residency Grant in June.
  
- **FY22 Unaudited Actuals**
  - The CFO shared highlights of the 2021-22 unaudited actuals.
  - The CEO walked the committee through the “program” actuals breakdowns.
  - The committee asked to include the central office cost in the “cost per pupil” graph.
  - The committee recommended the 2021-22 unaudited actuals to the MWA Board for approval.
  
- **Business Team Updates**
  - The business services department will work on the Standard Operating Procedures (SOPs) for key business processes.
  - The business services department will conduct an internal STRS audit in the fall.
  - The CFO completed the CASBO Chief Business Official (CBO) program and is expected to obtain the CBO certificate.

- **FY22 Financial Audit Updates**

- The CFO and the Director of Finance updated the committee on the 2021-22 financial audit.

# Coversheet

## MOU Agreement for Services with FIA

**Section:** II. Action Items  
**Item:** E. MOU Agreement for Services with FIA  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** MWA-FIA MOU\_SEP 2022.pdf

## FISCAL SPONSORSHIP AGREEMENT

This FISCAL SPONSORSHIP AGREEMENT (the “Agreement”) is made by and between FAMILIES IN ACTION FOR QUALITY EDUCATION, a California nonprofit public benefit corporation (“FIA”) and CONTRA COSTA COUNTY CHARTER COALITION, an unincorporated association (“5C”).

### RECITALS

A. FIA was formed for charitable and educational purposes that include to develop family leadership and advocacy capacity for access to quality charter public schools. FIA is tax exempt pursuant to Internal Revenue Code (“IRC”) Section 501(c)(3) as a public charity described in IRC Section 170(b)(1)(A)(vi).

B. 5C is currently an unincorporated association, that includes the signatories to this Agreement identified below, who plan to incorporate 5C as a California nonprofit public benefit corporation for charitable and educational purposes and seek tax-exemption pursuant to Internal Revenue Code (“IRC”) Section 501(c)(3) as a public charity described in IRC Section 170(b)(1)(A)(vi).

C. Since Spring 2020, the Executive Sponsoring Committee of 5C (“ESC”) has convened to plan a project known as the Contra Costa County Charter Coalition (the “Project”). The Project furthers FIA’s charitable and educational purposes by working to bring attention to educational disparities affecting communities of color in Contra Costa County, California, and working to increase access to quality schools, including charter schools for Contra Costa County public school students. The Project achieves the goals of FIA and 5C by providing for a dedicated team of employees led by an Executive Director who will assume a variety of tasks, including but not limited to, identifying barriers to the equal education of students of color, providing one-on-one support and guidance to families, acting as a liaison between charter schools in the Contra Costa area and students of color, raising funds and spending them consistent with the charitable purpose of the Project, and working in concert with the 5C school leaders, families and educators.

D. ESC has determined that, while pursuing incorporation and tax-exemption for 5C, it is in the best interests for the Project to be fiscally sponsored by FIA, a separate and independent nonprofit organization, pursuant to the terms and conditions set forth in this Agreement. To be “fiscally sponsored by FIA” means that FIA will provide operational support for funds raised by the 5Cs including school contributions and grants.

E. FIA agrees to fiscally sponsor and to leverage its infrastructure to operate the Project pursuant to the terms and conditions set forth in this Agreement.

F. ESC is responsible for the recruitment and selection of an Executive Director (“ED”) for 5C, who will be hired through FIA and employed by Execustaff. Once hired, the ED will assume responsibility to transition the operation of the Project from FIA to 5C.

NOW, THEREFORE, the parties hereby agree as follows:

1. Term and Termination of Agreement. FIA shall assume and serve as fiscal sponsor of the Project beginning July 15, 2022 at 11:59 PM (“Fiscal Sponsorship Date”). The Agreement and FIA’s fiscal sponsorship of the Project will terminate on June 30, 2023, or upon receipt of an IRS determination letter granting tax-exempt status to 5C, whichever is sooner. Upon receipt of the IRS determination letter, 5C shall be eligible to receive all assets and other property identified for the Project that are retained by FIA pursuant to this Agreement.



2. Operations and Fiscal Sponsorship. As of the Fiscal Sponsorship Date, FIA shall assume all operations of the Project, including but not limited to the following:

- a. Operation of all programs, communications, and all other activities related to the Project, except as otherwise provided in this Agreement. FIA shall enter into contracts and obligations on behalf of the Project, including but not limited to leases of any real or personal property, maintenance or service contracts, fundraising agreements, grant agreements, grant awards and grants in progress, Facebook or other social media accounts, and any agreements with consultants.
- b. All fundraising and management of funds related to the Project, including accepting or otherwise receiving funds, such grants, tax-deductible donations and other revenues, and property from donors, processing and acknowledgment of donations, accounts payable and receivable, and the disbursement of funds (including grants). All gifts, grant agreements, donations or other commitments of funds or property from donors under to this Agreement shall be executed by FIA. FIA may, in its sole and absolute discretion, accept or reject any gifts, grant agreements, donations or other commitments of funds or property.
- c. FIA shall place all gifts, grants, donations, contributions, and other funds or property accepted by FIA for the purposes of the Project into a separate account to be restricted for the benefit of the Project, as that mission may be defined by 5C from time to time with the approval of FIA (the “Restricted Funds”). FIA shall act as the guardian of the Restricted Funds, retaining complete discretion and control as to the use of the funds and other property consistent with the purpose of the Project. The parties agree that all Restricted Funds, including the fair market value of all property received pursuant to this Agreement, shall be reported as the revenue of FIA, for both tax purposes and for purposes of FIA’s financial statements.
- d. FIA shall maintain records of all deposits into and payments from the Restricted Funds, including the funds maintained in the separate account and any property received for the Project, and FIA shall document the release of all Restricted Funds to charitable and education programs of the Project that further the charitable and educational purposes of FIA and the Project. FIA shall make such records available for review by 5C, upon request.

3. Within thirty (30) days from the end of 5C’s annual accounting period (once incorporated) or termination of this Agreement, FIA shall submit to 5C and the Project a full and complete report of the Restricted Funds Fee for Fiscal Sponsorship. For its fiscal sponsorship pursuant to this Agreement, FIA shall be paid an administrative fee equal to 5% of the Project budget through June 30, 2023 to pay for FIA’s costs of administering the Restricted Fund and operating the Project pursuant to this Agreement. An initial payment of \$10,000 is due by July 15, 2022, with the remainder due by January 1, 2023. FIA may deduct the 5% administrative fee directly from the Restricted Funds.

4. 5C’s Obligations. The individuals signing this Agreement on behalf of 5C, and the members of the ESC, are collectively and individually responsible for the following on behalf of 5C and the Project (and ultimately responsible for ensuring that the Executive Director (“ED”) for 5C achieves the following):

- a. Employment. ESC shall recruit and select an ED for 5C. FIA shall assist in this pursuit by hiring the ED selected by ESC, who will be employed by Execustaff, FIA’s Personnel Employment Organization. Once hired, the ED will be responsible for incorporating 5C and for effectuating 5C’s obligations pursuant to this Agreement. The ED will serve as hiring manager for any other Project staff hired through Execustaff.
- b. Federal EIN and Registration with CA Secretary of State. The ED shall incorporate 5C as a California nonprofit public benefit corporation with the California Secretary of State for charitable and

education purposes to operate the Project, with such purposes and Articles of Incorporation approved by FIA. The ED shall apply for a federal Employer Identification Number (EIN) for 5C. The parties expect that the ED shall file such Articles of Incorporation and EIN application within 30 days of being hired.

- c. Bank and Financial Accounts. The ED will establish bank or financial accounts for 5C to receive and hold gifts and grants donated for the purpose of supporting 5C and the Project. The ED shall notify FIA once such accounts are established, and shall regularly provide FIA copies of bank and financial statements and upon request from FIA. The parties expect that the ED shall open such account(s) within 60 days of being hired. The ED will work with FIA to ensure appropriate fiscal practices and controls are adopted for the management of 5C's fiscal accounts and property.
- d. Application for Tax-Exempt Status. The ED shall apply to the IRS for recognition of 5C's tax-exempt status pursuant to IRC Section 501(c)(3) as a public charity described in IRC Section 170(b)(1)(A)(vi) for the operation of the Project, and the ED shall keep FIA informed of the progress of such application. Upon receipt of the IRS determination letter that 5C is tax-exempt, the ED shall apply to the California Franchise Tax Board for state income tax-exemption. The parties expect that the ED shall apply for IRS tax-exempt status within 90 days of being hired.
- e. Other Assets. The ED will act in good faith to purchase and maintain assets on behalf of 5C (excluding real estate), whether tangible or intangible, that are related to the Project and purchase assets with 5C's funds. Such assets include:
  - i. Petty cash related to the Project;
  - ii. Computers, equipment and furniture, materials and supplies, inventory, correspondence, brochures, and all other tangible property; and
  - iii. Software installed on the computers in the Project, and digital information stored on such computers, and digital records of the finances and operations associated with the Project.
- f. All requests by 5C for payments or withdrawals from the Restricted Funds shall be accompanied with a description of how such funds will accomplish the charitable and educational purposes of 5C and the Project within and in furtherance of the charitable and educational purposes of FIA.
- g. 5C shall notify FIA immediately of any change in 5C's legal or tax status, or any change in 5C's officers, directors, executive or key staff responsible for achieving the purposes of this Agreement.
- h. 5C shall obtain general liability insurance and insurance coverage for directors and officer of the organization at appropriate minimum levels of coverage for an organization of 5C's size.

5. Use of Funds for Charitable and Educational Purposes. All of the funds and other property received by FIA pursuant to this Agreement shall be devoted to the charitable and educational purposes of 5C and the Project within and in furtherance of the charitable and educational purposes of FIA. Expenditures for any attempt to influence legislation within the meaning of IRC Section 501(c)(3) shall be subject to limitations imposed by FIA. FIA shall not use any portion of the funds or property to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with IRC Section 501(c)(3). FIA shall maintain the restricted fund in a manner that does not provide any donor, or a person appointed or designated by any donor, advisory privileges concerning the distribution or investment of the restricted funds by reason of the donor's status as a donor, or in any other manner that would deem the restricted fund to be a taxable donor-advised fund under IRC Section 4966. In the event that 5C does not incorporate or receive tax-exempt status as described in this Agreement, FIA shall retain the funds and other property received pursuant to this

Agreement.

6. Withdrawal/Non-Permissive Use of Funds. FIA retains the right, if 5C breaches this Agreement or if 5C's conduct related to the Restricted Fund jeopardizes FIA's legal or tax-exempt status, to withhold, withdraw or demand immediate return of any funds or other property, and to spend such funds or other property so as to accomplish its charitable and educational purposes within FIA's sole judgment. 5C retains the right to withdraw from this Agreement if FIA breaches the Agreement, including by failing to exercise due care in the management of the property and funds of the Project.

7. Relationship of Parties. Nothing in this Agreement shall constitute establishing 5C as an agent or legal representative of FIA for any purpose whatsoever, except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and 5C shall make no representations of such to anyone. Neither party is an employee, employer, or joint employer of the other. The relationship between FIA and 5C is only as expressly stated in this Agreement.

8. Intellectual Property. Any tangible or intangible intellectual property, including copyrights, that is shared, obtained or created by FIA as part of this Agreement shall remain the property of FIA.

9. Indemnification. 5C, including the individuals signing this Agreement on behalf of 5C and the ESC, hereby irrevocably and unconditionally agree, to the fullest extent permitted by law, to defend, indemnify and hold harmless FIA, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of 5C, its employees or agents, related to this Agreement, in requesting, expending or applying the funds provided under this Agreement, except to the extent that such claims, liabilities, losses or expenses arise from or in connection with a negligent act or omission of FIA, its officers, directors, trustees, employees or agents.

10. Notice. All notices, requests, offers, or demands, given to or by the parties under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery, if emailed, faxed or personally served on the party to whom notice is to be given, or seventy-two (72) hours after mailing by United States mail first class.

11. Miscellaneous.

- a. The parties acknowledge and agree that the term "the Project" and the term "5C" may be used interchangeably throughout this Agreement. In general, the term "the Project" refers to the charitable and educational activities that will be performed by 5C, and the term "5C" refers to individuals signing below and, upon incorporation, to the entity formed by such individuals.
- b. 5C shall not assign this Agreement, any interest in this Agreement or its rights or obligations under this Agreement without the express prior written consent of FIA. Subject to the foregoing, this Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective permitted successors and assigns.
- c. This Agreement constitutes the only agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter herein. This Agreement may not be amended or modified, except in a writing signed by all parties to this Agreement.
- d. No waiver of any provision of this Agreement shall constitute, or be deemed to constitute, a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

- e. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.
- f. This Agreement is entered into solely for the benefit of the parties hereto and no term, provision or covenant hereunder shall confer or be deemed to confer any benefit on any third party.
- g. This Agreement shall be interpreted and construed in accordance with the laws of the State of California applicable to contracts to be performed entirely within the state, without regard to choice of law principles thereof.
- h. If any provision of this Agreement is invalid or contravenes applicable law, such provision shall be deemed not to be part of this Agreement and shall not affect the validity or enforceability of its remaining provisions.
- i. Each undersigned represents and warrants by its signature that each has the power, authority, and right to bind their respective parties to each of the terms of this Agreement.
- j. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, scanned, .pdf, electronically executed (e.g., DocuSign) or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

On behalf of FAMILIES IN ACTION FOR QUALITY EDUCATION, a California nonprofit public benefit corporation

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Kimi Kean

Title: Chief Executive Officer

On behalf of \_\_\_\_\_ (Charter School/Network)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

[The signatories for 5C are provided on the following page.]

CONTRA COSTA COUNTY CHARTER COALITION,  
an unincorporated association

By:  
Date:

By:  
Date:

By:  
Date:

By:  
Date:

By:  
Date:

# Coversheet

## Public Hearing: Independent Study Policy

**Section:** II. Action Items  
**Item:** F. Public Hearing: Independent Study Policy  
**Purpose:** FYI  
**Submitted by:** Wallace Wei

### BACKGROUND:

In accordance with Section 11701 of Title 5 of the California Code of Regulations, setting policy pursuant to Education Code section 51747, the Board shall consider, in a public hearing, the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of pupils or adult education students. This policy shall reflect an awareness that excessive leniency in its terms can result in pupils falling so far behind their age peers as to increase, rather than decrease, the risk of their dropping out of school.

# Coversheet

## Independent Study Policy

**Section:** II. Action Items  
**Item:** G. Independent Study Policy  
**Purpose:** Vote  
**Submitted by:** Wallace Wei  
**Related Material:** 2022 Independent Study Board Policy Revised FY23\_FINAL.pdf  
Major Changes to Independent Study Law 2022-23.pdf

### BACKGROUND:

Governor Newsom signed the 2022-23 state budget and dozens of related “trailer” bills into law on June 30th. The adopted trailer bill hews closely to the Governor’s proposals for tweaking the extensive laws governing independent study. The updated policy drafted by our attorney reflects the latest legislative amendments including changes contained in AB 181, the 2022-23 education omnibus trailer bill. By law, the required board-adopted independent study policies must contain a growing list of new elements. A summary of major Independent Study law changes, which are reflected in the updated policy, is also attached.

### RECOMMENDATION:

The Board shall consider adoption of the updated Independent Study Policy in accordance with the requirements of Education Code Section 51747.

Board Policy #: 15  
 Adopted/Ratified: 10.14.21  
 Revision Date: 09.08.22



### **INDEPENDENT STUDY POLICY**

Making Waves Academy (“Charter School”) may offer independent study to meet the short- or long-term educational needs of pupils enrolled in the Charter School. Independent study is an optional educational alternative in which no pupil may be required to participate and is designed to teach the knowledge and skills of the core curriculum. The Charter School shall provide appropriate existing services and resources to enable pupils to complete their independent study successfully. The following written policies have been adopted by the Charter School Board of Directors for implementation at Charter School:

1. For pupils in all grade levels and programs offered by the Charter School, the maximum length of time that may elapse between the time an assignment is made and the date by which the pupil must complete the assigned work shall be 10 school days.
  
2. The CEO or designee shall conduct an evaluation to determine whether it is in the best interests of the pupil to remain in independent study upon the following triggers:
  - a. When any pupil fails to complete 50% or more assignments during any period of 10 schooldays.
  
  - b. In the event a student’s educational progress falls below satisfactory levels as determined by ALL of the following indicators:
    - i. The pupil’s achievement and engagement in the independent study program, as indicated by the pupil’s performance on applicable pupil-level measures of pupil achievement and pupil engagement set forth in Education Code Section 52060(d) paragraphs (4) and (5).
    - ii. The completion of assignments, assessments, or other indicators that evidence that the pupil is working on assignments.
    - iii. Learning required concepts, as determined by the supervising teacher.
    - iv. Progressing toward successful completion of the course of study or individual course, as determined by the supervising teacher.

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. The record shall be maintained for a period of three years from the date of the evaluation and, if the pupil transfers to another California public school, the record shall be forwarded to that school.

3. The Charter School shall provide content aligned to grade level standards that is substantially equivalent to in-person instruction. For high school grade levels this shall include access to all courses offered by the Charter School for graduation and approved by the UC or CSU as creditable under the A-G admissions criteria.



Board Policy #: 15  
 Adopted/Ratified: 10.14.21  
 Revision Date: 09.08.22

4. The Charter School has adopted tiered reengagement strategies\* for the following pupils:
  - a. All pupils who are not generating attendance for more than 10 percent of required minimum instructional time over four continuous weeks of the Charter School's approved instructional calendar;
  - b. Pupils found not participatory in synchronous instructional offerings pursuant to Education Code Section 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span; or
  - c. Pupils who are in violation of the written agreement pursuant to Education Code Section 51747(g).

These procedures shall include local programs intended to address chronic absenteeism, as applicable, with at least all of the following:

- d. Verification of current contact information for each enrolled pupil.
  - e. Notification to parents or guardians of lack of participation within one (1) school day of the recording of a non-attendance day or lack of participation.
  - f. A plan for outreach from the school to determine pupil needs, including connection with health and social services as necessary.
  - g. A clear standard for requiring a pupil-parent-educator conference to review a pupil's written agreement, and reconsider the independent study program's impact on the pupil's achievement and well-being, consistent with the policies adopted pursuant to paragraph (4) of subdivision (g) of Education Code Section 51747.
5. The following plan shall be in place in accordance with Education Code Section 51747(e) for synchronous instruction and live interaction\*:
    - a. For pupils in grades 4-8, inclusive, the plan to provide opportunities for daily live interaction between the pupil and a certificated or non-certificated employee of the Charter School and at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: Charter School will provide opportunity for daily "wellness checks" and progress monitoring with the supervising teacher or certificated staff, and weekly "office hours" for synchronous instruction with the supervising teacher.
    - b. For pupils in grades 9-12, inclusive, the plan to provide opportunities for at least weekly synchronous instruction for all pupils throughout the school year by each pupil's teacher or teachers of record shall be as follows: Charter School will provide opportunity for weekly "office hours" for synchronous instruction with the supervising teacher.
  6. The following plan shall be utilized to transition pupils whose families wish to return to in-person instruction from independent study expeditiously, and, in no case, later than five instructional days: Families who wish to return to in-person instruction from independent may contact the CEO or designee, who shall convene a meeting with parent and student to facilitate transition.

Board Policy #: 15

Adopted/Ratified: 10.14.21

Revision Date: 09.08.22

*\* The tiered reengagement strategies, plan for synchronous instruction and live interaction, and plan to transition pupils whose families wish to return to in-person instruction shall not apply to pupils who participate in an independent study program for fewer than 15 schooldays in a school year and pupils enrolled in a comprehensive school for classroom-based instruction who, under the care of appropriately licensed professionals, participate in independent study due to necessary medical treatments or inpatient treatment for mental health care or substance abuse. Local educational agencies shall obtain evidence from appropriately licensed professionals of the need for pupils to participate in independent study pursuant to this subdivision. These sections shall not apply to independent study offered due to school closure or material decrease in attendance for 15 school days or less for affected pupils under one or more of the circumstances described in Education Code Sections 41422 and/or 46392, and 46393 for which the Charter School files an affidavit seeking an allowance of attendance due to emergency conditions.*

7. A current written agreement shall be maintained on file for each independent study pupil, including but not limited to, all of the following:
  - a. The manner, time, frequency, and place for submitting a pupil's assignments, for reporting the pupil's academic progress, and for communicating with a pupil's parent or guardian regarding a pupil's academic progress.
  - b. The objectives and methods of study for the pupil's work, and the methods used to evaluate that work.
  - c. The specific resources, including materials and personnel, that will be made available to the pupil. These resources shall include confirming or providing access to all pupils to the connectivity and devices adequate to participate in the educational program and complete assigned work.
  - d. A statement of the policies adopted pursuant to subdivisions (a) and (b) of Education Code Section 51747 regarding the maximum length of time allowed between the assignment and the completion of a pupil's assigned work, the level of satisfactory educational progress, and the number of missed assignments allowed before an evaluation of whether or not the pupil should be allowed to continue in independent study.
  - e. The duration of the independent study agreement, including the beginning and ending dates for the pupil's participation in independent study under the agreement. No independent study agreement shall be valid for any period longer than one school year.
  - f. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the pupil upon completion.
  - g. A statement detailing the academic and other supports that will be provided to address the needs of pupils who are not performing at grade level, or need support in other areas, such as English learners, individuals with exceptional needs in order to be consistent with the pupil's individualized education program or plan pursuant to Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. Sec. 794), pupils in foster care or experiencing homelessness, and pupils requiring mental health supports.

Board Policy #: 15

Adopted/Ratified: 10.14.21

Revision Date: 09.08.22

- h. The inclusion of a statement in each independent study agreement that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48915 or 48917, the agreement also shall include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.
  - i. For a pupil participating in an independent study program that is scheduled for more than 14 school days, each written agreement shall be signed, before the commencement of independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. Beginning in the 2022–23 school year, for a pupil participating in an independent study program that is scheduled for less than 15 school days, each written agreement shall be signed within 10 school days of the commencement of the first day of the pupil's enrollment in independent study, by the pupil, the pupil's parent, legal guardian, or caregiver, if the pupil is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and the certificated employee designated as having responsibility for the special education programming of the pupil, as applicable. For purposes of this paragraph "caregiver" means a person who has met the requirements of Part 1.5 (commencing with Section 6550) of Division 11 of the Family Code.
    - Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education, that may be a marking that is either computer generated or produced by electronic means and is intended by the signatory to have the same effect as a handwritten signature. The use of an electronic signature shall have the same force and effect as the use of a manual signature if the requirements for digital signatures and their acceptable technology, as provided in Section 16.5 of the Government Code and in Chapter 10 (commencing with Section 22000) of Division 7 of Title 2 of the California Code of Regulations, are satisfied.
8. The Charter School shall comply with the Education Code sections 51745 through 51749.3 and the provisions of the Charter Schools Act of 1992 and the State Board of Education regulations adopted there under.
9. The CEO may establish regulations to implement these policies in accordance with the law.



### Major Changes to Independent Study Law 2022-23

(Per Adopted Budget “Trailer” Bill, 2022, v1.3)

Topic	Current Law	Governor’s January	Governor’s May Revise	Adopted Budget
<b>IEP for special needs students whose parents/guardians request independent study due to “at risk” health or quarantine status</b>	Silent, except general prohibition on independent study for special needs students unless IEP specifies independent study as appropriate placement	Same		Adds new language mandating IEP team to make determination, prohibiting precluding placement due to special needs, need for adult support, inability to work independently
<b>Credentialing requirements for teachers of “synchronous instruction”</b>	Must be taught by the teacher of record	Adds requirement for credentials “appropriate to the subject matter being taught”		Deletes appropriate subject verbiage, allows “a teacher or teachers of record,” (in lieu of “the teacher”) presumably allowing more than one teacher to provide synchronous instruction thereby allowing more flexibility
<b>Triggers mandating “tiered reengagement”</b>	Mandates tiered reengagement if student is not generating attendance for 3 schooldays or 60 percent of instructional days in school week, or . . .		Deletes	
	. . . 10 percent of minimum instructional time over four continuous weeks, or	Same	<b>20 percent</b> of minimum instructional time over four continuous weeks	<b>10 percent</b> of minimum instructional time over four continuous weeks
	. . . non participatory in “live interaction and synchronous instruction”	Non participatory in “synchronous instruction” <b>[dropping</b>		Non participatory in “synchronous instruction” <b>[dropping “live interaction”]</b> for more than <b>50</b>

Topic	Current Law	Governor’s January	Governor’s May Revise	Adopted Budget
	for greater of 3 school days or 60 percent of scheduled days per school month, as applicable  Or in violation of written agreement	“live interaction”] for <b>more than 10 percent of the scheduled times per school month</b> , as applicable  Or in violation of written agreement	<b>percent of the scheduled times per school month</b> , as applicable  Or in violation of written agreement	
<b>Which students are exempt from synchronous instruction, tiered reengagement, and 5-day return to classroom mandates?</b>	Students participating in independent study for <15 days/year	Same	Adds exemption for students enrolled in classroom-based school under care of specified licensed professionals. School must obtain evidence from professionals.	
<b>Deadline to sign written agreements</b>	All agreements must be signed before commencement of independent study, except during 2020-21, must sign by latter of October 31 or 30 days after first day of instruction	For IS <i>programs</i> projected to last >14 days for an individual pupil, sign prior to commencement of IS  If IS program is <15 days, sign within 10 days of first day of commencement of independent study	If <i>pupil</i> is scheduled for IS for >14 days, sign prior to commencement of IS  If pupil is scheduled for <15 days of IS, sign within 10 days of first day of commencement of pupil’s enrollment in independent study	
<b>Staff who must sign written agreements</b>	Certificated employee responsible for general supervision, all persons who have direct responsibility to assist pupil	Adds certificated employee responsible for special education, deletes burdensome “all persons” verbiage	Same	

Topic	Current Law	Governor’s January	Governor’s May Revise	Adopted Budget
<p><b>Basis for computing ADA</b></p>	<p>Based on time value of student work products</p>	<p>Defines “work products” as physical or digital academic assignments completed, written summaries of asynchronous work, and participation in synchronous instruction documented by teacher</p>		<p>Deletes January verbiage. Instead, <i>for each school day</i>, calls for combining the time value of pupil work products with instructional minutes of participation in synchronous instruction for which specified evidence of work product maintained, insofar as this participation augments time value of pupil work product. Evidence may include, but is not limited to, student work produced or performed. May not generate &gt;1 unit of ADA per pupil.</p>

# Coversheet

## FY22 Unaudited Actuals Report

**Section:** II. Action Items  
**Item:** H. FY22 Unaudited Actuals Report  
**Purpose:** Vote  
**Submitted by:** Wallace Wei

**Related Material:**

Making Waves Academy Central Office Unaudited Actuals 2021-22.pdf  
Making Waves Academy School Unaudited Actuals 2021-22 Alternative Form.pdf

**BACKGROUND:**

Each year Making Waves Academy must file Unaudited Actuals Financial Report with Contra Costa County Office of Education and California Department of Education. This report reflects the financial activities of Making Waves Academy had in FY22 by major object codes for revenues and expenses.

**RECOMMENDATION:**

To review and approve 2021-22 Unaudited Actuals, and authorize us to file this report with Contra Costa County Office of Education and California Department of Education.

**Making Waves Academy  
Budget FY2022**

**MWA Central Office  
Unaudited Actuals**

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	A	B	F	H	K	L	M
2	Account #	Account Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	Variance FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
3		<b>Income</b>					
32	8981	John Regina Scully (JRS)	2,101,307	2,486,337	(385,030)	-15%	
36	INCO.INC	Central Office (Revenue from Shared Services Allocation)	1,210,457	1,210,457	-	0%	
37		<b>Total Income</b>	<b>3,311,764</b>	<b>3,696,794</b>	<b>(385,030)</b>	<b>-10%</b>	
38							
42							
43		<b>Expenses</b>					
48	1409	Certificated Special Temporary COLA Bonus	172,000	182,000	(10,000)	-5%	
52	2300	Classified Supervisor & Administrator Salaries	1,794,975	1,821,247	(26,272)	-1%	Savings from onboarding HR Employment Manager later than expected
53	2400	Classified Clerical and Office Salaries	152,511	174,710	(22,199)	-13%	Vacant position - Student Recruitment & Engagement Coordinator
55		<b>Total Salaries</b>	<b>2,119,486</b>	<b>2,177,957</b>	<b>(58,471)</b>	<b>-3%</b>	
56	3101	Certificated STRS	49,573	56,287	(6,714)	-12%	
57	3301	Certificated Social Security/Medicare	128,463	135,305	(6,842)	-5%	
58	3401	Certificated Health & Welfare Benefits	275,509	249,425	26,084	10%	Under-budgeted for staff enrolled in family plans and premium increase due to age increase
59	3501	Certificated Unemployment Insurance	5,607	5,606	1	0%	
60	3601	Certificated Workers Comp Insurance	25,604	28,313	(2,709)	-10%	
61	3701	Certificated Retirement Match	65,381	74,848	(9,467)	-13%	
62	3999	Accrued Paid Time Off	(7,367)	98,948	(106,315)	-107%	Variance due to employee terminations and employees taking more vacation during the year than usual
63		<b>Total Benefits</b>	<b>542,770</b>	<b>648,733</b>	<b>(105,963)</b>	<b>-16%</b>	
64		<b>Total Salaries &amp; Benefits</b>	<b>2,662,256</b>	<b>2,826,690</b>	<b>(164,434)</b>	<b>-6%</b>	
65							



**Making Waves Academy  
Budget FY2022**

**MWA Central Office  
Unaudited Actuals**

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	A	B	F	H	K	L	M
2	Account #	Account Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	Variance FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
67	4200	Books and Other Reference Materials	-	1,700	(1,700)	-100%	
70	4330	Office Supplies	6,970	7,400	(430)	-6%	
71	4390	Other Food	-	2,000	(2,000)	-100%	
72	4410	Furniture, Equipment & Supplies (non-capitalized)	-	1,500	(1,500)	-100%	
73	4420	Computers and IT Supplies (non-capitalized)	5,205	13,450	(8,245)	-61%	
76	4990	Contingency	-	40,000	(40,000)	-100%	
77		<b>Total Supplies</b>	<b>12,175</b>	<b>66,050</b>	<b>(53,875)</b>	<b>-82%</b>	
78	5210	Conference Fees	6,163	23,000	(16,837)	-73%	
79	5215	Travel - Mileage, Parking, Tolls	502	2,700	(2,198)	-81%	Savings from fewer PD's attended due to Travel restrictions of COVID-19
80	5220	Travel - Airfare & Lodging	3,064	5,500	(2,436)	-44%	
81	5225	Travel - Meals & Entertainment	236	3,350	(3,114)	-93%	
82	5305	Professional Dues & Memberships	21,810	25,500	(3,690)	-14%	
88	5605	Equipment Leases and Rentals	3,627	6,200	(2,573)	-42%	
94	5803	Accounting Fees	28,087	30,000	(1,913)	-6%	
95	5804	Legal Fees	97,430	70,000	27,430	39%	Contracts reviewed by Legal team & Legal research of COVID-19 vaccine accommodations, independent study, student discipline issues and etc.
98	5810	Contracted Services	236,492	268,950	(32,458)	-12%	Less contract service than anticipated
100	5810.002	Student Information & Assessment	38,694	63,247	(24,553)	-39%	Software budgeted no longer needed
102	5810.004	Intervention & Consultation	-	15,000	(15,000)	-100%	
103	5810.005	Psychological Services	-	5,000	(5,000)	-100%	
106	5810.008	Information Technology	52,226	94,308	(42,082)	-45%	Savings from: • Website development was not needed • Additional staff survey and web meeting software subscription was replaced with other existing subscription
110	5820	Recruiting - Students	12,945	10,000	2,945	29%	
111	5821	Printing and Reproduction	4,447	2,500	1,947	78%	Informational booklets and business cards
113	5850	Staff Recruitment	56,052	84,750	(28,698)	-34%	Lower staff recruitment expenses than anticipated
114	5851	Continuing Education Support	9,948	20,000	(10,052)	-50%	
115	5853	Payroll Processing Fees	50,522	54,000	(3,478)	-6%	
118	5905	Company Cell Phones	11,495	15,500	(4,005)	-26%	
119	5910	Internet and Wifi	-	-	-		
120	5915	Postage and Delivery	3,508	3,550	(42)	-1%	
122	5992	Bank fees	85	1,000	(915)	-92%	
125		<b>Total Contract Services</b>	<b>637,333</b>	<b>804,054</b>	<b>(166,721)</b>	<b>-21%</b>	
126							

Making Waves Academy  
Budget FY2022

MWA Central Office  
Unaudited Actuals

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1:56 PM

	A	B	F	H	K	L	M
2	Account #	Account Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	Variance FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
127		Total Salaries & Benefits	2,662,256	2,826,690	(164,434)	-6%	
128		Total Supplies	12,175	66,050	(53,875)	-82%	
129		Total Contract Services	637,333	804,054	(166,721)	-21%	
130		<b>Total Expenses</b>	<b>3,311,764</b>	<b>3,696,794</b>	<b>(385,030)</b>	<b>-10%</b>	
131							
132		<b>Net Income</b>	<b>0</b>	<b>0</b>			

**CHARTER SCHOOL UNAUDITED ACTUALS  
FINANCIAL REPORT -- ALTERNATIVE FORM  
July 1, 2021 to June 30, 2022**

**CHARTER SCHOOL CERTIFICATION**

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

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

For information regarding this report, please contact:

<u>For County Fiscal Contact:</u>	<u>For Approving Entity:</u>	<u>For Charter School:</u>
Denise Porterfield Name	Denise Porterfield Name	Alton B. Nelson, Jr. Name
Depute Superintendent, Business & AD Title	Depute Superintendent, Business & AD Title	Chief Executive Officer Title
925-942-3418 Telephone	925-942-3418 Telephone	510-262-1511 Telephone
dporterfield@cccocoe.k12.us Email address	dporterfield@cccocoe.k12.us Email address	anelson@mwacademy.org Email address

To the entity that approved the charter school:

( X ) 2021-22 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 42100(b).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Charter School Official  
(Original signature required)

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

To the County Superintendent of Schools:

( X ) 2021-22 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 42100(a).

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

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

To the Superintendent of Public Instruction:

( X ) 2021-22 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 42100(a).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
County Superintendent/Designee  
(Original signature required)

**CHARTER SCHOOL UNAUDITED ACTUALS**

**FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Making Waves Academy

CDS #: 07100740114470

Charter Approving Entity: Contra Costa County

County: Contra Costa

Charter #: 0868

This charter school uses the following basis of accounting:

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

**Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Position objects are 6900, 6910, 7438, 9400-9489, 9660-9669, 9796, and 9797)

**Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 6600, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
<b>A. REVENUES</b>				
1. LCFF Sources				
State Aid - Current Year	8011	4,787,595.00		4,787,595.00
Education Protection Account State Aid - Current Year	8012	3,240,414.00		3,240,414.00
State Aid - Prior Years	8019			0.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	3,010,544.00		3,010,544.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		11,038,553.00	0.00	11,038,553.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290			0.00
Special Education - Federal	8181, 8182		151,338.00	151,338.00
Child Nutrition - Federal	8220		425,001.00	425,001.00
Donated Food Commodities	8221			0.00
Other Federal Revenues	8110, 8260-8299		2,485,257.00	2,485,257.00
Total, Federal Revenues		0.00	3,061,596.00	3,061,596.00
3. Other State Revenues				
Special Education - State	StateRevSE		761,638.00	761,638.00
All Other State Revenues	StateRevAO	344,017.00	1,733,327.00	2,077,344.00
Total, Other State Revenues		344,017.00	2,494,965.00	2,838,982.00
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	7,975,249.00	315,507.00	8,290,756.00
Total, Local Revenues		7,975,249.00	315,507.00	8,290,756.00
5. TOTAL REVENUES				
		19,357,819.00	5,872,068.00	25,229,887.00
<b>B. EXPENDITURES (see NOTE in Section L)</b>				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	3,292,706.00	1,782,485.00	5,075,191.00
Certificated Pupil Support Salaries	1200	622,244.00	73,913.00	696,157.00
Certificated Supervisors' and Administrators' Salaries	1300	1,372,213.00		1,372,213.00
Other Certificated Salaries	1900	130,636.00	230,075.00	360,711.00
Total, Certificated Salaries		5,417,799.00	2,086,473.00	7,504,272.00
2. Noncertificated Salaries				
Noncertificated Instructional Salaries	2100	358,491.00	205,756.00	564,247.00
Noncertificated Support Salaries	2200	562,655.00	120,000.00	682,655.00
Noncertificated Supervisors' and Administrators' Salaries	2300	708,080.00		708,080.00
Clerical, Technical and Office Salaries	2400	593,011.00		593,011.00
Other Noncertificated Salaries	2900	154,578.00		154,578.00
Total, Noncertificated Salaries		2,376,815.00	325,756.00	2,702,571.00

**CHARTER SCHOOL UNAUDITED ACTUALS**

**FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Making Waves Academy

CDS #: 07100740114470

Description	Object Code	Unrestricted	Restricted	Total
<b>3. Employee Benefits</b>				
STRS	3101-3102	1,084,637.00	105,144.00	1,189,781.00
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	328,192.00	21,313.00	349,505.00
Health and Welfare Benefits	3401-3402	1,371,001.00	141,445.00	1,512,446.00
Unemployment Insurance	3501-3502	15,412.00	201.00	15,613.00
Workers' Compensation Insurance	3601-3602	115,108.00	367.00	115,475.00
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	1,338,991.00	154,000.00	1,492,991.00
Total, Employee Benefits		4,253,341.00	422,470.00	4,675,811.00
<b>4. Books and Supplies</b>				
Approved Textbooks and Core Curricula Materials	4100	97,575.00		97,575.00
Books and Other Reference Materials	4200			0.00
Materials and Supplies	4300	209,633.00	31,215.00	240,848.00
Noncapitalized Equipment	4400	159,356.00		159,356.00
Food	4700	5,762.00	328,000.00	333,762.00
Total, Books and Supplies		472,326.00	359,215.00	831,541.00
<b>5. Services and Other Operating Expenditures</b>				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	49,184.00	44,521.00	93,705.00
Dues and Memberships	5300	5,991.00		5,991.00
Insurance	5400	238,430.00		238,430.00
Operations and Housekeeping Services	5500	1,001,713.00		1,001,713.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	808,314.00	1,147,315.00	1,955,629.00
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	3,220,014.00	1,486,318.00	4,706,332.00
Communications	5900	188,721.00		188,721.00
Total, Services and Other Operating Expenditures		5,512,367.00	2,678,154.00	8,190,521.00
<b>6. Capital Outlay</b>				
(Objects 6100-6170, 6200-6500 modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Depreciation Expense (accrual basis only)	6900	18,201.00		18,201.00
Amortization Expense - Lease Assets	6910			0.00
Total, Capital Outlay		18,201.00	0.00	18,201.00
<b>7. Other Outgo</b>				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
<b>8. TOTAL EXPENDITURES</b>		18,050,849.00	5,872,068.00	23,922,917.00

**CHARTER SCHOOL UNAUDITED ACTUALS**

**FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Making Waves Academy

CDS #: 07100740114470

Description	Object Code	Unrestricted	Restricted	Total
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		1,306,970.00	0.00	1,306,970.00
<b>D. OTHER FINANCING SOURCES / USES</b>				
1. Other Sources	8930-8979			0.00
2. Less: Other Uses	7630-7699			0.00
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			0.00
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE /NET POSITION (C+D4)</b>		1,306,970.00	0.00	1,306,970.00
<b>F. FUND BALANCE / NET POSITION</b>				
1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	5,683,834.00		5,683,834.00
b. Adjustments/Restatements	9793, 9795			0.00
c. Adjusted Beginning Fund Balance /Net Position		5,683,834.00	0.00	5,683,834.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		6,990,804.00	0.00	6,990,804.00
<b>Components of Ending Fund Balance (Modified Accrual Basis only)</b>				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			0.00
2. Stores (equals Object 9320)	9712			0.00
3. Prepaid Expenditures (equals Object 9330)	9713			0.00
4. All Others	9719			0.00
b. Restricted	9740			0.00
c. Committed				
1. Stabilization Arrangements	9750			0.00
2. Other Commitments	9760			0.00
d. Assigned	9780			0.00
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			0.00
2. Unassigned/Unappropriated Amount	9790M			0.00
<b>3. Components of Ending Net Position (Accrual Basis only)</b>				
a. Net Investment in Capital Assets	9796			0.00
b. Restricted Net Position	9797			0.00
c. Unrestricted Net Position	9790A	6,990,804.00	0.00	6,990,804.00

**CHARTER SCHOOL UNAUDITED ACTUALS**

**FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

Charter School Name: Making Waves Academy

CDS #: 07100740114470

Description	Object Code	Unrestricted	Restricted	Total
<b>G. ASSETS</b>				
1. Cash				
In County Treasury	9110	0.00		0.00
Fair Value Adjustment to Cash in County Treasury	9111	0.00		0.00
In Banks	9120	4,453,406.00	651,790.00	5,105,196.00
In Revolving Fund	9130	0.00		0.00
With Fiscal Agent/Trustee	9135	0.00		0.00
Collections Awaiting Deposit	9140	0.00		0.00
2. Investments	9150	0.00		0.00
3. Accounts Receivable	9200	4,099,454.00		4,099,454.00
4. Due from Grantor Governments	9290	0.00		0.00
5. Stores	9320	0.00		0.00
6. Prepaid Expenditures (Expenses)	9330	310,496.00		310,496.00
7. Other Current Assets	9340			0.00
8. Lease Receivable	9380			0.00
9. Capital Assets (accrual basis only)	9400-9489	287,695.00		287,695.00
10. TOTAL ASSETS		9,151,051.00	651,790.00	9,802,841.00
<b>H. DEFERRED OUTFLOWS OF RESOURCES</b>				
1. Deferred Outflows of Resources	9490			0.00
2. TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
<b>I. LIABILITIES</b>				
1. Accounts Payable	9500	905,529.00		905,529.00
2. Due to Grantor Governments	9590	0.00		0.00
3. Current Loans	9640	0.00		0.00
4. Unearned Revenue	9650	0.00	651,790.00	651,790.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	1,254,718.00		1,254,718.00
6. TOTAL LIABILITIES		2,160,247.00	651,790.00	2,812,037.00
<b>J. DEFERRED INFLOWS OF RESOURCES</b>				
1. Deferred Inflows of Resources	9690			0.00
2. TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
<b>K. FUND BALANCE /NET POSITION</b>				
Ending Fund Balance /Net Position, June 30 (G10 + H2) - (I6 + J2) (must agree with Line F2)		6,990,804.00	0.00	6,990,804.00

**CHARTER SCHOOL UNAUDITED ACTUALS**

**FINANCIAL REPORT -- ALTERNATIVE FORM**

July 1, 2021 to June 30, 2022

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, 2021 to June 30, 2022**

**Charter School Name:** Making Waves Academy

**CDS #:** 07100740114470

**3. Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster**

Brief Description i.e., COVID-19 (If no amounts, indicate "None")	Amount
a. <u>NONE</u>	<u>                    </u>
b. <u>NONE</u>	<u>                    </u>
c. <u>NONE</u>	<u>                    </u>
d. <u>NONE</u>	<u>                    </u>
<b>TOTAL SUPPLEMENTAL EXPENDITURES (Should not be negative)</b>	<b><u>                    0.00</u></b>

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

Results of this calculation will be used for comparison with 2020-21 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 2023-24.

a. Total Expenditures (B8)	<u>23,922,917.00</u>
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	<u>3,061,596.00</u>
c. Subtotal of State & Local Expenditures [a minus b]	<u>20,861,321.00</u>
d. Less Community Services [L2 Total]	<u>0.00</u>
e. Less Capital Outlay & Debt Service [Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	<u>18,201.00</u>
f. Less Supplemental State and Local Expenditures resulting from a Presidentially Declared Disaster	<u>0.00</u>
<b>TOTAL STATE &amp; LOCAL EXPENDITURES SUBJECT TO MOE [c minus d minus e minus f]</b>	<b><u>\$ 20,843,120.00</u></b>

# Coversheet

## Vendor Invoices for May-July 2022

**Section:** II. Action Items  
**Item:** I. Vendor Invoices for May-July 2022  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:** Bill Payment List - May to July 2022.pdf

RECOMMENDATION:

Board to review and approve Bill Payments for May 2022 to July 2022

Fiscal Impact: \$3,585,510.19

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>May 2022 - July 2022</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
6/21/2022	16819	15Five Inc.	\$ 10,080.00	Contracted Services
5/31/2022	16734	1CARE Medical Diagnostics	\$ 21,675.00	Contract Services
6/27/2022	16833	1CARE Medical Diagnostics	\$ 5,900.00	Contract Services
7/25/2022	16932	1CARE Medical Diagnostics	\$ 4,320.00	Contract Services
5/31/2022	16735	A. Caballero Productions	\$ 4,250.00	Graduation Supplies
7/11/2022	16872	ABC Power Washing & Coating, Inc	\$ 32,746.44	Building Repairs/Maintenance
6/27/2022	16834	Acme Fire Extinguisher Co., Inc.	\$ 2,205.20	Repairs and Maintenance - Building
6/27/2022	16835	Aidvantage - U.S. Department of Education Loan Servicing	\$ 1,500.00	Tuition Payment
7/1/2022		Alder Graduate School of Education	\$ 15,146.32	Teacher Resident Program
5/9/2022		Alichanh, Xiang	\$ (750.00)	Coach Payment
5/9/2022		Alichanh, Xiang	\$ 750.00	Coach Payment
7/5/2022	16854	Altura Communication Solutions, LLC	\$ 90.00	IT Contracted Services
5/2/2022	16647	Alvarez, Arturo	\$ 141.75	Contract Services
5/16/2022	16693	Ameriflex LLC	\$ 286.35	FSA Administrative Fee
6/13/2022	16781	Ameriflex LLC	\$ 286.35	FSA Administrative Fee
7/11/2022	16873	Ameriflex LLC	\$ 286.35	FSA Administrative Fee
5/4/2022	16666	Anchor Counseling & Education Solutions, LLC	\$ 1,687.50	SPED Service
5/4/2022	Voided - 15937	Anchor Counseling & Education Solutions, LLC	\$ (1,687.50)	SPED Service
5/9/2022	16667	Anchor Counseling & Education Solutions, LLC	\$ 27,463.33	SPED Service
5/16/2022	16694	Anchor Counseling & Education Solutions, LLC	\$ 20,715.83	SPED Service
6/13/2022	16782	Anchor Counseling & Education Solutions, LLC	\$ 55,945.42	SPED Service
7/18/2022	16893	Anchor Counseling & Education Solutions, LLC	\$ 22,267.50	SPED Service
5/11/2022	Voided - 16623	Armor Locksmith	\$ (239.21)	Keys
5/23/2022	16707	Armor Locksmith	\$ 87.69	Keys
7/25/2022	16933	Armor Locksmith	\$ 96.39	Keys
5/23/2022	16708	Armor Security Systems, Inc.	\$ 5.00	Keys
7/11/2022	16874	Arthur J. Gallagher & Co.	\$ 50,000.00	Student Accident Insurance
7/25/2022	16934	Arthur J. Gallagher & Co.	\$ 457,772.06	Student Accident Insurance
5/23/2022	16709	AT&T CALNET	\$ 547.25	Utility

<b>Making Waves Academy</b>				
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6/21/2022	16820	AT&T CALNET	\$ 547.38	Utility
7/25/2022	16935	AT&T CALNET	\$ 582.85	Utility
5/16/2022	16695	Bay Area Charters	\$ 4,078.00	Transportation for Field Trip and Sport
5/23/2022	16710	Bay Area Charters	\$ 5,851.51	Transportation for Field Trip and Sport
5/31/2022	16736	Bay Area Charters	\$ 1,250.00	Transportation for Field Trip and Sport
6/13/2022	16783	Bay Area Charters	\$ 2,430.00	Transportation for Field Trip and Sport
7/5/2022	16855	Bay Area Charters	\$ 1,870.00	Transportation for Field Trip and Sport
7/11/2022	16875	Bay Area Charters	\$ 4,850.00	Transportation for Field Trip and Sport
7/25/2022	16936	Bay Area Charters	\$ 630.00	Transportation for Field Trip and Sport
5/31/2022	16737	Bay Area Conference	\$ 245.00	Conference Fees
6/13/2022	16784	Bay Area Conference	\$ 80.37	Conference Fees
7/18/2022	16894	Bay Area Conference	\$ 3,890.00	Conference Fees
7/18/2022	Voided - 16626	Bay Area Conference	\$ (3,890.00)	Conference Fees
5/9/2022	16668	Bay Area International Translation Services LLC	\$ 845.00	Translation Services
5/16/2022	16696	Bay Area International Translation Services LLC	\$ 80.00	Translation Services
5/23/2022	16711	Bay Area International Translation Services LLC	\$ 240.00	Translation Services
5/31/2022	16738	Bay Area International Translation Services LLC	\$ 380.00	Translation Services
6/6/2022	16754	Bay Area International Translation Services LLC	\$ 530.00	Translation Services
6/13/2022	16785	Bay Area International Translation Services LLC	\$ 100.00	Translation Services
7/25/2022	16937	Bay Area International Translation Services LLC	\$ 950.00	Translation Services
5/9/2022	16669	Beacon Athletics	\$ 108.66	Sport Supplies
7/20/2022	16930	BoardOnTrack, Inc	\$ 10,995.00	IT Contracted Services
7/5/2022	16856	Bonfigli, Tom	\$ 375.00	Contract Services
5/31/2022	16739	Bradford, Iris	\$ 321.68	Reimbursement
5/23/2022	16712	Brenes, Estella	\$ 500.00	Graduation Supplies
5/9/2022	16670	California Choice Benefit Administrators	\$ 141,520.24	Health Insurance
6/6/2022	16755	California Choice Benefit Administrators	\$ 142,139.40	Health Insurance
7/11/2022	16876	California Choice Benefit Administrators	\$ 129,311.96	Health Insurance
5/23/2022	16713	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services

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7/20/2022	16929	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16928	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16927	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16926	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16925	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16924	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16923	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16922	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16921	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16920	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16919	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16918	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16917	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16916	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16915	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16914	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16913	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16912	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16911	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16910	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16909	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16908	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
7/20/2022	16907	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
5/23/2022	16714	California Fire Detection	\$ 2,070.00	IT Contract Services
5/9/2022		Canon Financial Services, Inc.	\$ 4,364.03	Copier Lease
6/6/2022		Canon Financial Services, Inc.	\$ 4,532.32	Copier Lease
7/11/2022		Canon Financial Services, Inc.	\$ 4,532.32	Copier Lease
6/6/2022		Carr, Davina	\$ 2,000.00	Coach Payment
6/13/2022	16786	CDW Government	\$ 3,150.00	IT Supplies

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7/5/2022	16857	CDW Government	\$ 66,459.16	IT Supplies
7/25/2022	16938	CDW Government	\$ 24,891.90	IT Supplies
5/23/2022	16715	Cencal Electric	\$ 500.00	Repairs and Maintenance - Building
5/2/2022	16648	Charter Safe	\$ 34,003.00	Liability and Worker Comp Insurance
7/25/2022	16939	Charter Safe	\$ 64,351.00	Liability and Worker Comp Insurance
5/26/2022		Chase	\$ 35,663.05	Credit Card Payment
6/29/2022		Chase	\$ 14,641.31	Credit Card Payment
7/27/2022		Chase	\$ 33,677.95	Credit Card Payment
5/9/2022	16671	Cintas	\$ 602.18	Custodial Supplies
5/16/2022	16697	Cintas	\$ 4,973.41	Custodial Supplies
6/6/2022	16756	Cintas	\$ 1,304.58	Custodial Supplies
6/27/2022	16836	Cintas	\$ 2,094.89	Custodial Supplies
7/18/2022	16895	Cintas	\$ 1,674.08	Custodial Supplies
5/31/2022		CircleUp Education	\$ 990.00	Professional Development
6/13/2022		CircleUp Education	\$ 2,042.50	Professional Development
5/2/2022	16649	CliftonLarsonAllen LLP	\$ 2,310.00	Legal Fees
6/13/2022	16787	College Board	\$ 16,378.00	AP Exam and Book Supplies
5/23/2022	16716	Colonial Life	\$ 311.10	Health Insurance
6/13/2022	16788	Colonial Life	\$ 311.10	Health Insurance
5/9/2022		Comcast	\$ 3,282.04	Internet Provider
6/13/2022		Comcast	\$ 3,282.04	Internet Provider
5/2/2022	16650	Comprehensive Security Services, Inc.	\$ 257.55	Contract Services
6/13/2022	16789	Concur Technologies, Inc.	\$ 1,943.05	IT Contracted Services
7/11/2022	16877	Concur Technologies, Inc.	\$ 498.70	IT Contracted Services
7/25/2022	16940	Contra Costa Co Office of Ed	\$ 2,000.00	Teacher Induction
7/18/2022	16896	Contra Costa Health Services	\$ 604.00	Contracted Services
5/23/2022	16717	Corodata	\$ 53.81	Storage Fee
6/13/2022	16790	Corodata	\$ 57.96	Storage Fee
7/11/2022	16878	Corodata	\$ 57.96	Storage Fee

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5/23/2022	16718	Costco Membership	\$ 240.00	Membership Dues
5/23/2022	16719	Crisis Prevention Institute	\$ 11,697.00	Professional Development
6/6/2022	16757	Crisis Prevention Institute	\$ 3,899.00	Professional Development
5/16/2022	16698	Cross Country Education	\$ 550.00	SPED Service
6/13/2022	16791	Cross Country Education	\$ 660.00	SPED Service
7/11/2022	16879	Cross Country Education	\$ 880.00	SPED Service
5/2/2022	16651	Cruz-Reiber, Jeannette	\$ 500.00	Contract Services
7/5/2022	16858	Cruz-Reiber, Jeannette	\$ 500.00	Contract Services
5/31/2022	16740	Custom Ink	\$ 1,509.61	Supplies
6/6/2022	16758	Dell Marketing L.P.	\$ 24,563.05	IT Supplies
6/27/2022	16840	Department of Education " FEDLOAN Servicing	\$ 1,500.00	Tuition Payment
6/27/2022	16839	Department of Education " FEDLOAN Servicing	\$ 1,500.00	Tuition Payment
6/27/2022	16838	Department of Education " FEDLOAN Servicing	\$ 1,500.00	Tuition Payment
6/27/2022	16837	Department of Education " FEDLOAN Servicing	\$ 1,500.00	Tuition Payment
6/6/2022	16759	Department of Justice	\$ 268.00	Staff Recruitment
6/21/2022	16821	Department of Justice	\$ 68.00	Staff Recruitment
7/25/2022	16941	Department of Justice	\$ 219.00	Staff Recruitment
5/9/2022	16672	Dialink Corporation	\$ 2,118.26	IT Contracted Services
6/21/2022	16822	Dialink Corporation	\$ 2,118.26	IT Contracted Services
7/11/2022	16880	Dialink Corporation	\$ 2,118.26	IT Contracted Services
7/25/2022	16942	Document Tracking Services	\$ 2,531.25	IT Contracted Services
5/2/2022	16652	DocuSign Inc.	\$ 21,900.00	Contracted Services
5/2/2022	16653	EBMUD	\$ 7,070.08	Utility
6/27/2022	16841	EBMUD	\$ 10,683.90	Utility
5/16/2022	16699	Edmentum	\$ 18,750.00	IT Contract Services
7/5/2022	16859	Edmentum	\$ 1,250.00	IT Contract Services
5/9/2022	16673	EdTec Inc	\$ 337.50	School Attendance Service
6/6/2022	16760	EdTec Inc	\$ 150.00	School Attendance Service
7/5/2022	16860	EdTec Inc	\$ 225.00	School Attendance Service

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5/9/2022	16674	Enome, Inc.	\$ 5,550.00	IT Contract Services
5/23/2022	16720	Fast Response On-Site Testing Inc.	\$ 2,850.00	Contract Services
6/13/2022	16792	Fast Response On-Site Testing Inc.	\$ 10,500.00	Contract Services
7/18/2022	16897	Frontline Technologies Group LLC	\$ 9,500.00	IT Contract Services
5/9/2022		Fruge Psychological Assoc Inc	\$ 45,105.00	Psychologist
6/6/2022		Fruge Psychological Assoc Inc	\$ 45,105.00	Psychologist
7/11/2022		Fruge Psychological Assoc Inc	\$ 77,746.25	Psychologist
5/9/2022	16675	G & C Refrigeration Inc	\$ 1,738.22	Repairs and Maintenance - Building
6/27/2022	16842	G & C Refrigeration Inc	\$ 450.00	Repairs and Maintenance - Building
7/5/2022	16861	G & C Refrigeration Inc	\$ 802.66	Repairs and Maintenance - Building
6/13/2022	16793	Gordon & Rees Scully Mansukhani, LLP	\$ 1,354.00	Legal Fees
5/23/2022	16721	Hanna Interpreting Services LLC	\$ 7,318.80	Contract Services
5/23/2022	16722	Haute Balloon Designs	\$ 815.00	Supplies
6/13/2022	16794	Haute Balloon Designs	\$ 600.00	Supplies
7/25/2022	16943	Heartland School Solutions	\$ 1,154.00	IT Contracted Services
6/6/2022	16761	Hi Impact Products	\$ 440.42	Supplies
7/13/2022	Voided - 16761	Hi Impact Products	\$ (440.42)	Supplies
7/5/2022	16862	Instructure, Inc.	\$ 24,858.60	Professional Development
5/16/2022	16700	Iron Mountain	\$ 1,589.09	Contract Services
7/25/2022	16944	Iron Mountain	\$ 212.80	Contract Services
6/6/2022	16762	IXL Learning	\$ 13,475.00	IT Contracted Services
6/13/2022	16795	Jennifer & Todd's Cafe Soleil	\$ 1,278.23	Food Supplies
5/2/2022	16654	Jostens	\$ 11.97	Graduation Supplies
6/6/2022	16763	Jostens	\$ 904.83	Graduation Supplies
6/13/2022	16796	Jostens	\$ 6,551.32	Graduation Supplies
7/18/2022	16898	Jostens	\$ 303.52	Graduation Supplies
5/16/2022	16701	Kronos	\$ 4,195.16	Payroll system
6/21/2022	16823	Kronos	\$ 4,292.41	Payroll system
7/25/2022	16945	Kronos	\$ 4,247.98	Payroll system



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5/9/2022	16676	Law Offices of Young, Minney & Corr, LLP	\$ 9,759.82	Legal Fees
6/13/2022	16797	Law Offices of Young, Minney & Corr, LLP	\$ 8,173.80	Legal Fees
7/11/2022	16881	Law Offices of Young, Minney & Corr, LLP	\$ 5,764.12	Legal Fees
5/2/2022	16655	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
6/6/2022	16764	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
5/2/2022	16656	Linde Group	\$ 52,453.60	IT Support
5/16/2022	16702	Linde Group	\$ 22,484.98	IT Support
6/13/2022	16798	Linde Group	\$ 28,405.50	IT Support
7/11/2022	16882	Linde Group	\$ 17,859.15	IT Support
6/21/2022	16824	Lloyd F. McKinney Associates Incorporated	\$ 15,832.07	IT Contracted Services
6/13/2022	16799	Lozoff, Pamela	\$ 465.00	Contract Services
5/9/2022	16677	Making Waves Foundation, Inc.	\$ 146,098.00	School Lease
6/6/2022	16765	Making Waves Foundation, Inc.	\$ 146,098.00	School Lease
7/11/2022	16883	Making Waves Foundation, Inc.	\$ 153,405.00	School Lease
5/2/2022	16657	Maria Munoz Services	\$ 1,550.00	Contract Services
7/25/2022	16946	Maria Munoz Services	\$ 6,200.00	Contract Services
6/13/2022	16800	Marin Benefits Administrators	\$ 350.00	Contract Services
7/11/2022	16884	Marin Benefits Administrators	\$ 350.00	Contract Services
5/9/2022	16678	Maxim Healthcare Services Holdings, Inc.	\$ 3,874.00	Contract Services
5/23/2022	16733	Maxim Healthcare Services Holdings, Inc.	\$ 15,798.15	Contract Services
5/31/2022	16741	Maxim Healthcare Services Holdings, Inc.	\$ 3,429.40	Contract Services
6/6/2022	16766	Maxim Healthcare Services Holdings, Inc.	\$ 2,940.00	Contract Services
6/13/2022	16801	Maxim Healthcare Services Holdings, Inc.	\$ 5,169.90	Contract Services
6/21/2022	16825	Maxim Healthcare Services Holdings, Inc.	\$ 2,030.00	Contract Services
5/31/2022		Meadowlark Consulting Group	\$ 2,500.00	Contract Services
5/31/2022		Meadowlark Consulting Group	\$ 3,000.00	Contract Services
7/5/2022		Meadowlark Consulting Group	\$ 3,000.00	Contract Services
7/18/2022		Meadowlark Consulting Group	\$ 3,000.00	Contract Services
5/23/2022	16723	Mid-County Officials Network	\$ 8,366.00	Sport Game Fees

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5/9/2022	16679	Mindplay Education, LLC	\$ 300.00	Contract Services
5/23/2022	16724	Minuteman Press	\$ 884.62	Office Supplies
6/6/2022	16767	Minuteman Press	\$ 279.31	Office Supplies
6/13/2022	16802	Minuteman Press	\$ 11.53	Office Supplies
6/6/2022	16768	Muscardin, Antonio	\$ 625.00	Coach Payment
7/5/2022	16863	Muscardin, Antonio	\$ 750.00	Coach Payment
7/5/2022	16864	NASSP	\$ 385.00	Supplies
6/27/2022	16843	Navient	\$ 1,500.00	Tuition Payment
7/11/2022	16885	Nearpod Inc	\$ 9,179.79	IT Contracted Services
6/27/2022	16844	Nelson	\$ 3,410.00	Staff Recruitment
6/21/2022	16826	NetProtex Inc.	\$ 297.50	IT Contracted Services
5/9/2022	16680	Nicole Miller & Associates, Inc.	\$ 10,988.60	Contract Services
5/31/2022	16742	Nicole Miller & Associates, Inc.	\$ 14,476.10	Contract Services
5/9/2022	16681	Nob Hill Catering Inc	\$ 25,676.20	Student Food
6/6/2022	16769	Nob Hill Catering Inc	\$ 32,334.30	Student Food
6/27/2022	16845	Nob Hill Catering Inc	\$ 9,348.30	Student Food
7/5/2022	16865	Nob Hill Catering Inc	\$ 1,260.00	Student Food
7/25/2022	16947	Nob Hill Catering Inc	\$ 625.00	Student Food
7/5/2022	16866	NWEA	\$ 11,812.50	IT Contract Services
5/9/2022	16682	Office Depot	\$ 2,806.97	Office Supplies
5/16/2022	16703	Office Depot	\$ 18.42	Office Supplies
6/6/2022	16770	Office Depot	\$ 770.15	Office Supplies
6/13/2022	16803	Office Depot	\$ 973.93	Office Supplies
7/18/2022	16899	Office Depot	\$ 1,954.76	Office Supplies
6/21/2022	16827	Okta Inc.	\$ 11,901.12	IT Contracted Services
5/2/2022	16658	Orkin Pest Control	\$ 407.50	Building Repairs/Maintenance
5/23/2022	16725	Orkin Pest Control	\$ 407.50	Building Repairs/Maintenance
5/31/2022	16743	Orkin Pest Control	\$ 407.50	Building Repairs/Maintenance
6/6/2022	16771	Orkin Pest Control	\$ 407.50	Building Repairs/Maintenance

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6/27/2022	16846	Orkin Pest Control	\$ 815.00	Building Repairs/Maintenance
7/11/2022	16886	Orkin Pest Control	\$ 407.50	Building Repairs/Maintenance
7/18/2022	16900	Orkin Pest Control	\$ 407.50	Building Repairs/Maintenance
7/25/2022	16931	Ortega, Emilio	\$ 23,646.00	Reimbursement
5/31/2022	16744	Orton Entertainment, LLC	\$ 9,450.00	Graduation Supplies
6/13/2022	16804	Orton Entertainment, LLC	\$ 640.00	Graduation Supplies
5/9/2022		Pacheco's Cleaning Service	\$ 2,525.00	Janitorial Services
5/31/2022		Pacheco's Cleaning Service	\$ 45,550.00	Janitorial Services
6/13/2022		Pacheco's Cleaning Service	\$ 2,184.00	Janitorial Services
7/5/2022		Pacheco's Cleaning Service	\$ 45,550.00	Janitorial Services
7/11/2022		Pacheco's Cleaning Service	\$ 3,120.00	Janitorial Services
7/25/2022		Pacheco's Cleaning Service	\$ 624.00	Janitorial Services
7/25/2022		Pacheco's Cleaning Service	\$ 47,900.00	Janitorial Services
5/31/2022		Palumbo, Dominick	\$ 2,400.00	Coach Payment
6/13/2022	16805	Parikh, Sarwang	\$ 465.00	Contract Services
5/9/2022		PG & E - 0911653377-0	\$ 2,560.55	Utility
5/31/2022		PG & E - 0911653377-0	\$ 2,079.08	Utility
7/5/2022		PG & E - 0911653377-0	\$ 2,177.36	Utility
5/9/2022		PG & E - 1229161920-8	\$ 9,093.77	Utility
5/31/2022		PG & E - 1229161920-8	\$ 7,937.91	Utility
7/5/2022		PG & E - 1229161920-8	\$ 7,800.90	Utility
5/9/2022		PG & E - 2538827590-8	\$ 9,569.63	Utility
5/31/2022		PG & E - 2538827590-8	\$ 14,359.74	Utility
7/5/2022	16867	PG & E - 2538827590-8	\$ 16,959.51	Utility
5/9/2022		PG & E - 5344744823-3	\$ 1,867.96	Utility
5/31/2022		PG & E - 5344744823-3	\$ 1,491.44	Utility
7/5/2022		PG & E - 5344744823-3	\$ 1,441.34	Utility
5/9/2022		PG & E - 6293019192-9	\$ 10,933.31	Utility
5/31/2022		PG & E - 6293019192-9	\$ 5,991.86	Utility

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7/5/2022		PG & E - 6293019192-9	\$ 6,934.20	Utility
5/6/2022		PlanSource Benefits Administration, Inc.	\$ (44.00)	Contract Services
5/6/2022		PlanSource Benefits Administration, Inc.	\$ 44.00	Contract Services
5/9/2022	16683	PLIC - SBD GRAND ISLAND	\$ 19,909.89	Health Insurance
6/6/2022	16772	PLIC - SBD GRAND ISLAND	\$ 21,381.03	Health Insurance
7/11/2022	16887	PLIC - SBD GRAND ISLAND	\$ 21,882.14	Health Insurance
6/6/2022	16773	PowerSchool Group LLC	\$ 1,000.00	Student Information & Assessment
7/18/2022	16901	PowerSchool Group LLC	\$ 562.38	Student Information & Assessment
5/31/2022	16745	Precision Parking	\$ 1,050.00	Contract Services
6/13/2022	16806	Precision Wireless Service	\$ 3,653.86	IT Supplies
7/18/2022	16902	Priority One Logistics	\$ 2,900.00	Contract Services
6/27/2022		Quadient Finance USA, Inc	\$ 2,000.00	Postage
6/6/2022		Quadient Leasing USA, Inc	\$ 223.89	Copier Lease
6/6/2022		Quadient Leasing USA, Inc	\$ 973.27	Copier Lease
5/16/2022		ReadyRefresh by Nestle	\$ 106.82	Drinking Water Supplies
5/16/2022		ReadyRefresh by Nestle	\$ 129.55	Drinking Water Supplies
6/13/2022		ReadyRefresh by Nestle	\$ 153.67	Drinking Water Supplies
6/27/2022		ReadyRefresh by Nestle	\$ 259.04	Drinking Water Supplies
7/12/2022		ReadyRefresh by Nestle	\$ 126.91	Drinking Water Supplies
7/25/2022		ReadyRefresh by Nestle	\$ 170.49	Drinking Water Supplies
7/25/2022	16948	Renaissance Learning, Inc.	\$ 31,360.60	IT Contracted Services
5/16/2022		Republic Services #851	\$ 4,733.62	Waste Management
6/13/2022		Republic Services #851	\$ 4,733.62	Waste Management
7/11/2022		Republic Services #851	\$ 4,733.62	Waste Management
7/5/2022	16868	RetroHardware, Inc.	\$ 1,112.50	IT Supplies
7/25/2022	16949	Richmond False Alarm Reduction Program	\$ 30.00	Building Repairs/Maintenance
5/31/2022	16746	Richmond Park Florist	\$ 568.10	Graduation Supplies
5/9/2022		Rids Brother Company Inc	\$ 6,681.60	SPED Transportation Service
6/6/2022		Rids Brother Company Inc	\$ 8,319.60	SPED Transportation Service

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7/11/2022		Rids Brother Company Inc	\$ 2,320.00	SPED Transportation Service
6/13/2022	16807	Robert Half Technology	\$ 7,716.78	IT Contracted Services
7/5/2022		Robert Half Technology	\$ 9,183.60	IT Contracted Services
7/18/2022		Robert Half Technology	\$ 7,155.56	IT Contracted Services
5/31/2022		Rosas Lezama, Luis Y	\$ 2,000.00	Coach Payment
5/9/2022	16684	RTF Edu Enterprises, Inc.	\$ 33,454.50	Interventionist
6/6/2022	16774	RTF Edu Enterprises, Inc.	\$ 66,137.00	Interventionist
6/6/2022	16775	Scenario Learning, LLC	\$ 6,500.00	Contract Services
5/23/2022	16726	SchoolMint Inc	\$ 11,924.81	IT Contracted Services
6/23/2022	Voided - 16726	SchoolMint Inc	\$ (11,924.81)	IT Contracted Services
6/27/2022	16847	SchoolMint Inc	\$ 11,924.81	IT Contracted Services
5/2/2022	16659	Scoot Education Inc	\$ 1,236.00	Substitutes Fee
5/9/2022	16685	Scoot Education Inc	\$ 1,236.00	Substitutes Fee
5/16/2022	16704	Scoot Education Inc	\$ 1,236.00	Substitutes Fee
5/23/2022	16727	Scoot Education Inc	\$ 618.00	Substitutes Fee
5/31/2022	16747	Scoot Education Inc	\$ 1,854.00	Substitutes Fee
7/5/2022	16869	Securly, Inc.	\$ 9,867.90	IT Contract Services
5/31/2022	16748	Seneca Family of Agencies	\$ 1,890.00	SPED Service
6/13/2022	16808	Seneca Family of Agencies	\$ 2,520.00	SPED Service
7/25/2022	16950	Seneca Family of Agencies	\$ 1,890.00	SPED Service
6/13/2022	16809	Sexucation	\$ 6,550.00	Contract Services
6/6/2022	16776	SolarWinds	\$ 27,591.50	IT Contract Services
5/2/2022	16660	Stericycle, Inc.	\$ 74.59	Contract Services
5/9/2022	16686	Stericycle, Inc.	\$ 74.59	Contract Services
6/6/2022	16777	Stericycle, Inc.	\$ 74.59	Contract Services
7/11/2022	16888	Stericycle, Inc.	\$ 74.59	Contract Services
5/16/2022	16705	Sterling	\$ 647.10	Background Check
6/13/2022	16810	Sterling	\$ 532.72	Background Check
7/11/2022	16889	Sterling	\$ 528.64	Background Check

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>May 2022 - July 2022</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
6/21/2022	16828	STS Education	\$ 14,336.12	IT Supplies
6/1/2022	16753	Susan Tamayo-Toler	\$ 1,742.83	Office Supplies
5/2/2022	16661	Teachers on Reserve	\$ 4,448.64	Substitutes Fee
5/23/2022	16728	Teachers on Reserve	\$ 5,801.91	Substitutes Fee
6/13/2022	16811	Teachers on Reserve	\$ 2,779.59	Substitutes Fee
6/21/2022	16829	Teachers on Reserve	\$ 1,742.13	Substitutes Fee
6/27/2022	16848	Teachers on Reserve	\$ 902.17	Substitutes Fee
7/18/2022	16904	Teachers on Reserve	\$ 3,033.17	Substitutes Fee
7/5/2022	16870	Texthelp Inc.	\$ 1,890.00	IT Contracted Services
5/2/2022	16662	The Education Team	\$ 1,421.57	Substitutes Fee
5/9/2022	16688	The Education Team	\$ 1,421.57	Substitutes Fee
5/16/2022	16706	The Education Team	\$ 1,421.57	Substitutes Fee
5/23/2022	16729	The Education Team	\$ 1,717.49	Substitutes Fee
5/31/2022	16749	The Education Team	\$ 2,300.48	Substitutes Fee
6/13/2022	16812	The Education Team	\$ 585.94	Substitutes Fee
6/21/2022	16830	The Education Team	\$ 878.91	Substitutes Fee
6/27/2022	16849	The Education Team	\$ 1,611.33	Substitutes Fee
6/13/2022	16813	The HR Manager LLC	\$ 687.50	Contracted Services
7/18/2022	16905	The HR Manager LLC	\$ 2,220.00	Contracted Services
5/9/2022	16689	The Office City	\$ 645.18	Supplies
6/13/2022	16814	The Office City	\$ 1,145.53	Supplies
5/23/2022	16730	The Speech Pathology Group	\$ 11,580.16	SPED Service
7/11/2022	16890	The Speech Pathology Group	\$ 16,515.16	SPED Service
5/9/2022	16687	T-Mobile	\$ 5,920.00	Telephone
6/6/2022	16778	T-Mobile	\$ 5,920.00	Telephone
7/18/2022	16903	T-Mobile	\$ 5,920.00	Telephone
5/2/2022	16663	Troyer's Door Control, Inc.	\$ 9,443.17	Building Repairs/Maintenance
6/6/2022	16779	Troyer's Door Control, Inc.	\$ 1,582.35	Building Repairs/Maintenance
7/11/2022	16891	Troyer's Door Control, Inc.	\$ 1,626.55	Building Repairs/Maintenance

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>May 2022 - July 2022</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
7/25/2022	16951	Turman Commercial Painters, Inc.	\$ 58,835.00	Repairs and Maintenance - Building
6/27/2022	16850	U.S. Department of Education	\$ 1,500.00	Tuition Payment
6/27/2022	16851	U.S. DEPARTMENT OF EDUCATION GREAT LAKES	\$ 1,500.00	Tuition Payment
7/25/2022	16952	United Site Services	\$ 1,267.54	Facility Rental Fee
6/27/2022	16852	US Department of Education Ed Financial Services	\$ 1,500.00	Tuition Payment
5/9/2022		Verizon Wireless	\$ 4,583.59	Telephone
6/13/2022	16815	Verizon Wireless	\$ 3,712.09	Telephone
7/18/2022		Verizon Wireless	\$ 4,612.88	Telephone
5/31/2022		Villalobos, George	\$ 2,000.00	Coach Payment
5/9/2022	16690	Vision Service Plan	\$ 1,605.25	Health Insurance
6/6/2022	16780	Vision Service Plan	\$ 1,676.80	Health Insurance
7/11/2022	16892	Vision Service Plan	\$ 1,754.35	Health Insurance
5/9/2022	16691	Wells Fargo Vendor Financial Services, LLC	\$ 2,058.91	Copier Lease
6/13/2022	16816	Wells Fargo Vendor Financial Services, LLC	\$ 2,058.91	Copier Lease
7/18/2022	16906	Wells Fargo Vendor Financial Services, LLC	\$ 2,058.91	Copier Lease
5/23/2022	16731	Wright, Daniel	\$ 105.00	Coach Payment
5/31/2022		Wright, Daniel	\$ 3,300.00	Coach Payment
5/2/2022		Zamora, Vicente	\$ 700.00	Contracted Services
5/9/2022		Zamora, Vicente	\$ 2,500.00	Contracted Services
7/5/2022	16871	Zoom Video Communications Inc.	\$ 11,430.71	IT Contracted Services
		<b>May 2022 - July 2022</b>	<b>\$ 3,585,510.19</b>	
		<b>May 2021 - July 2021</b>	<b>\$ 3,004,425.40</b>	

# Coversheet

## PG&E Invoice

**Section:** II. Action Items  
**Item:** J. PG&E Invoice  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:** PG&E linvoice - 88,532.49.pdf

### RECOMMENDATION:

Board to review and approve the PG&E invoice.







# ENERGY STATEMENT

www.pge.com/MyEnergy

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Important Phone Numbers - Monday-Friday 7 a.m.-7 p.m., Saturday 8 a.m.-5 p.m.

### Customer Service (All Languages; Relay Calls Accepted) 1-800-743-5000

#### TTY 7-1-1

Servicio al Cliente en Español (Spanish) 1-800-660-6789  
 華語客戶服務 (Chinese) 1-800-893-9555

Dịch vụ khách tiếng Việt (Vietnamese) 1-800-298-8438  
 Business Customer Service 1-800-468-4743

#### Rules and rates

You may be eligible for a lower rate. Find out about optional rates or view a complete list of rules and rates, visit [www.pge.com](http://www.pge.com) or call 1-800-743-5000.

If you believe there is an error on your bill, please call **1-800-743-5000** to speak with a representative. If you are not satisfied with our response, contact the California Public Utilities Commission (CPUC), Consumer Affairs Branch (CAB), 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102, 1-800-649-7570 or 7-1-1 (8:30 AM to 4:30 PM, Monday through Friday) or by visiting [www.cpuc.ca.gov/complaints/](http://www.cpuc.ca.gov/complaints/).

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC specifically regarding the accuracy of your bill, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

If you are not able to pay your bill, call PG&E to discuss how we can help. You may qualify for reduced rates under PG&E's CARE program or other special programs and agencies may be available to assist you. You may qualify for PG&E's Energy Savings Assistance Program which is an energy efficiency program for income-qualified residential customers.

#### Important definitions

**Rotating outage blocks** are subject to change without advance notice due to operational conditions.

**Demand charge:** Many non-residential rates include a demand charge. Demand is a measurement of the highest usage of electricity in any single fifteen (or sometimes five) minute period during a monthly billing cycle. Demand is measured in kilowatts (or kW). High demand is usually associated with equipment start-up. By spreading equipment start-ups over a longer period of time, you may be able to lower demand and reduce your demand charges.

**Time-of-use electric** prices are higher every day during afternoons and evenings, and lower at other times of the day. Prices also change by season, with higher prices in the summer and lower prices in the winter.

**Wildfire Fund Charge:** Charge on behalf of the State of California Department of Water Resources (DWR) to fund the California Wildfire Fund. For usage prior to October 1, 2020, this charge included costs related to the 2001 California energy crisis, also collected on behalf of the DWR. These charges belong to DWR, not PG&E.

**Power Charge Indifference Adjustment (PCIA):** The PCIA is a charge to ensure that both PG&E customers and those who have left PG&E service to purchase electricity from other providers pay for the above market costs for electric generation resources that were procured by PG&E on their behalf. 'Above market' refers to the difference between what the utility pays for electric generation and current market prices for the sale of those resources. Visit [www.pge.com/cca](http://www.pge.com/cca).

**Wildfire Hardening Charge:** PG&E has been permitted to issue bonds that enable it to recover more quickly certain costs related to preventing and mitigating catastrophic wildfires, while reducing the total cost to its customers. Your bill for electric service includes a fixed recovery charge called the Wildfire Hardening Charge that has been approved by the CPUC to repay those bonds. The right to recover the Wildfire Hardening Charge has been transferred to a separate entity (called the Special Purpose Entity) that issued the bonds and does not belong to PG&E. PG&E is collecting the Wildfire Hardening Charge on behalf of the Special Purpose Entity.

**Recovery Bond Charge/Credit:** Your bill for electric service includes a charge that has been approved by the CPUC to repay bonds issued for certain costs related to catastrophic wildfires. Separately, a PG&E trust provides a customer credit equal to the charge for customers. Visit [www.pge.com/billexplanation](http://www.pge.com/billexplanation) for additional details on charge item.

**Gas Public Purpose Program (PPP) Surcharge.** Used to fund state-mandated gas assistance programs for low-income customers, energy efficiency programs, and public-interest research and development.

Visit [www.pge.com/billexplanation](http://www.pge.com/billexplanation) for more definitions. To view most recent bill inserts including legal or mandated notices, visit [www.pge.com/billinserts](http://www.pge.com/billinserts).

"PG&E" refers to Pacific Gas and Electric Company, a subsidiary of PG&E Corporation. © 2022 Pacific Gas and Electric Company. All rights reserved.

Please do not mark in box. For system use only.

#### Update My Information (English Only)

Please allow 1-2 billing cycles for changes to take effect

**Account Number: 2538827590-8**

Change my mailing address to: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP code \_\_\_\_\_

Primary Phone \_\_\_\_\_ Primary Email \_\_\_\_\_

#### Ways To Pay

- **Online via web or mobile at [www.pge.com/waystopay](http://www.pge.com/waystopay)**
- **By mail:** Send your payment along with this payment stub in the envelope provided.
- **By debit card, Visa, MasterCard, American Express, or Discover:** Call 877-704-8470 at any time. (Our independent service provider charges a fee per transaction.)
- **At a PG&E payment center or local office:** To find a payment center or local office near you, please visit [www.pge.com](http://www.pge.com) or call 800-743-5000. Please bring a copy of your bill with you.



# ENERGY STATEMENT

[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Important Messages (continued from page 1)

We previously sent you a letter that your monthly bill was delayed. We now have updated your bill to include charges from those prior months, so your bill may look higher than usual. Please refer to the details of charges section for a breakdown of charges. We apologize for this inconvenience. If you need help paying your bill please visit [pge.com/support](http://pge.com/support), or call us at **1-800-468-4743 (Business)** or **1-877-311-3276 (Agricultural)**.

*Continued on last page*



# ENERGY STATEMENT

www.pge.com/MyEnergy

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Summary of your energy related services

	Meter Number	Usage	Amount
Service For: <b>4123 LAKESIDE DR</b>			
Service Agreement ID: 2538827828			
PG&E NEM Electric Charges	1009507095	3,884.000000 kWh	\$16,312.70
Service Agreement ID: 2538827870			
MCE Electric Generation Charges		3,884.000000 kWh	\$302.82
Service Agreement ID: 2538827357			
Gas Charges	60573835	908.000000 Therms	\$1,688.44
<b>Total</b>			<b>\$18,303.96</b>
Service For: <b>4131 LAKESIDE DR</b>			
Service Agreement ID: 2131191885			
Gas Charges	60611187	703.000000 Therms	\$1,320.79
<b>Total</b>			<b>\$1,320.79</b>
Service For: <b>4131 LAKESIDE DR</b>			
Service Agreement ID: 2538827542			
PG&E Electric Delivery Charges	1009507146	11,954.000000 kWh	\$62,479.88
Service Agreement ID: 2538827081			
MCE Electric Generation Charges		11,954.000000 kWh	\$1,296.66
<b>Total</b>			<b>\$63,776.54</b>
Service For: <b>2900 TECHNOLOGY CT</b>			
Service Agreement ID: 2538827097			
PG&E Electric Delivery Charges	1006732793	13,585.000000 kWh	\$3,348.84
Service Agreement ID: 2538827871			
MCE Electric Generation Charges		13,585.000000 kWh	\$1,782.36
<b>Total</b>			<b>\$5,131.20</b>



## Summary of Your NEM True-Up Period Charges

Service For: 4123 LAKESIDE DR  
Service Agreement ID: 2538827828  
Rate Schedule: A6 Small General Time-of-Use Service

## Summary of NEM Charges

Bill Period End Date	Net Peak Usage (kWh)	Net Part Peak Usage (kWh)	Net Off Peak Usage (kWh)	Net Usage (kWh)	Estimated NEM Charges Before Taxes	Estimated NEM Charges After Taxes
09/13/2021	-2043	472	2051	480	-\$22.71	-\$24.76
10/12/2021	-449	1292	4960	5803	1,103.67	1,216.71
11/11/2021	306	2096	5846	8248	1,612.48	1,777.52
12/12/2021	0	2446	5217	7663	1,466.89	1,617.11
01/10/2022	0	3446	6813	10259	2,033.23	2,241.27
02/09/2022	0	2301	6515	8816	1,857.43	2,047.23
03/13/2022	0	1773	6555	8328	1,654.82	1,825.63
04/12/2022	0	640	6406	7046	1,273.99	1,407.80
05/11/2022	-240	1127	5146	6033	1,087.15	1,201.36
06/10/2022	-1109	1622	5878	6391	1,128.52	1,247.19
07/12/2022	-1567	1339	5893	5665	975.03	1,077.69
08/11/2022	-2385	862	5407	3884	588.47	650.85
TOTAL	-7487	19416	66687	78616	\$14,758.97	\$16,285.60

Estimated tax amount, if applicable, is displayed in the box below. Differences in net usage occur due to rounding.

## How Your True-Up is Calculated

**This is your True-Up statement.** You are being billed for your total NEM Charges Before Taxes in addition to any applicable charges and taxes.

Since this is your **True-Up statement**, all electric usage charges and credits are reset to zero starting with your next billing cycle.

Based on your **Net Usage (kWh)**, the True-Up calculations are:

Total NEM Charges Before Taxes	\$14,758.97
Taxes	50.73
<b>Total NEM Charges Due</b>	<b>\$14,809.70</b>



# ENERGY STATEMENT

www.pge.com/MyEnergy

Statement Date: 08/23/2022

Due Date: 09/09/2022

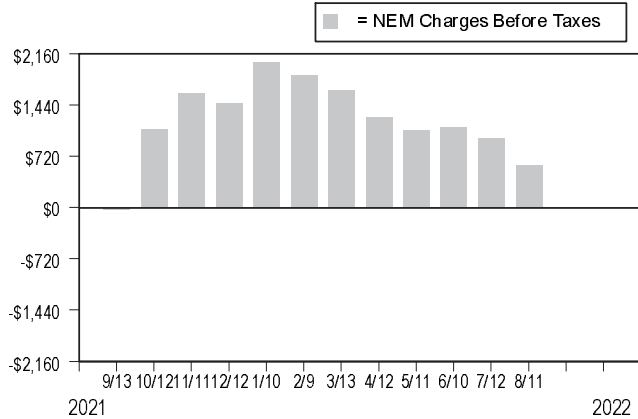
## Summary of Your NEM True-Up Period Charges (continued)

Service For: 4123 LAKESIDE DR

Service Agreement ID: 2538827828

Rate Schedule: A6 Small General Time-of-Use Service

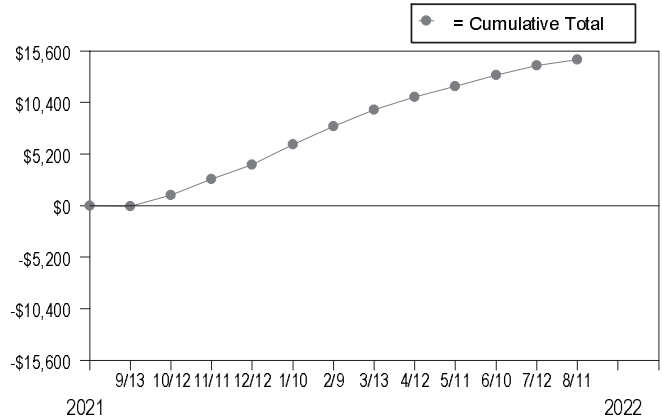
### NEM Charges Before Taxes



#### Monthly NEM Charges

Monthly NEM Charges represent the cost of the electricity you use each month. You don't pay your monthly NEM balance each month. Instead, your Monthly NEM Charges are added up to calculate your Cumulative NEM balance, which you pay at True-Up.

### Cumulative NEM Balance by Month



#### Cumulative NEM Balance

Cumulative NEM balance is a running total of your electricity costs and can increase or decrease depending on each month's use and generation. You only pay your Cumulative NEM balance at True-Up.



# ENERGY STATEMENT

www.pge.com/MyEnergy

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Details of PG&E Electric Monthly Charges

07/13/2022 - 08/11/2022 (30 billing days)

Service For: 4123 LAKESIDE DR  
Service Agreement ID: 2538827828  
Rate Schedule: A6 Small General Time-of-Use Service  
Enrolled Programs: Net Energy Metering (NEM)

### 07/13/2022 – 08/11/2022

Customer Charge	30 days @ \$0.82136	\$24.64
Generation Credit		0.00
Richmond Utility Users' Tax		1,478.36

**Electric Monthly Charges \$1,503.00**

## NEM True-Up Charges

### 07/13/2022 – 08/11/2022

Total NEM Charges Before Taxes	\$14,758.97
Franchise Fee Surcharge	50.73

**Total NEM Charges \$14,809.70**

## Service Information

Meter #	1009507095
Consumption	9,345.000000 kWh
Net Generation	-5,461.000000 kWh
Net Usage	3,884.000000 kWh
Serial	R
Rotating Outage Block	2A



# ENERGY STATEMENT

www.pge.com/MyEnergy

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Details of NEM Charges

07/13/2022 - 08/11/2022 (30 billing days)

Service For: 4123 LAKESIDE DR  
Service Agreement ID: 2538827828  
Rate Schedule: A6 Small General Time-of-Use Service  
Enrolled Programs: Net Energy Metering (NEM)

### 07/13/2022 – 08/11/2022

Net Usage			
Peak	-2,385.000000 kWh @ \$0.45442		-\$1,083.79
Part Peak	862.000000 kWh @ \$0.36355		313.38
Off Peak	5,407.000000 kWh @ \$0.31268		1,690.66
Generation Credit			-406.31
Power Charge Indifference Adjustment			74.53
Franchise Fee Surcharge			3.53

**Monthly NEM Charges \$592.00**

2013 Vintaged Power Charge Indifference Adjustment

### Average Daily Usage (kWh / day)

Last Year	Last Period	Current Period
-135.17	177.03	129.47

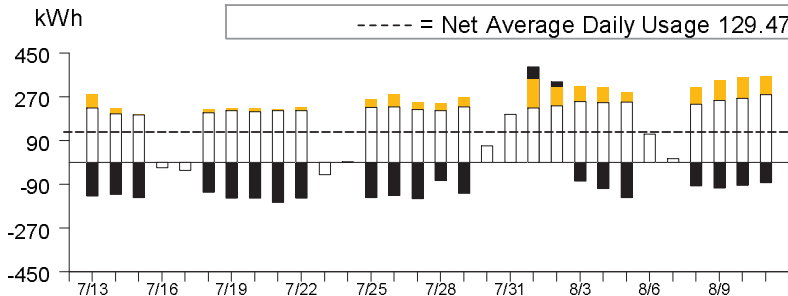
## Service Information

Meter #	1009507095
Consumption	9,345.000000 kWh
Net Generation	-5,461.000000 kWh
Net Usage	3,884.000000 kWh
Serial	R
Rotating Outage Block	2A

## Additional Messages

From March 1, 2022 to February 28, 2023, the Wildfire Fund Charge is offset by \$0.00109/kWh to reflect excess funds from the Department of Water Resources (DWR) Bond charge. The Wildfire Fund Charge is also offset by an additional \$0.00084/kWh during this same period for excess funds from the DWR Power charge. These charges were included in your electric charges prior to 2021 and were related to bonds issued and energy provided to customers by DWR during the 2000-2001 California energy crisis.

## Net Electric Usage This Period: 3,884.000000 kWh, 30 billing days



- Peak<sup>1</sup>**
- Part Peak<sup>2</sup>**
- Off Peak<sup>3</sup>**

### Energy Charges

-	\$1,083.79
+	\$313.38
+	\$1,690.66

<sup>1</sup>**Peak:** 5/1-10/31 12:00pm-6:00pm, M-F (except Holidays);  
<sup>2</sup>**Part Peak:** 5/1-10/31 8:30am-12:00pm, 6:00pm-9:30pm, M-F (except Holidays); 11/1-4/30 8:30am-9:30pm, M-F (except Holidays);  
<sup>3</sup>**Off Peak:** Year Round 9:30pm - 8:30am, M-F (except Holidays); Sat-Sun; Holidays





# ENERGY STATEMENT

www.pge.com/MyEnergy

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Details of MCE Electric Generation Charges

07/13/2022 - 08/11/2022 (30 billing days)

Service For: 4123 LAKESIDE DR

Service Agreement ID: 2538827870 ESP Customer Number: 2538827828

Your MCE NEM Balance is now \$0.00.	\$0.01
Your cumulative kWh relevant period year-to-date: 21973 kWh	\$0.01
Generation - Off Peak - Summer	\$594.77
Generation - Part Peak - Summer	\$120.68
Generation - On Peak - Summer	-\$441.22
Net Charges	\$274.23
Local Utility Users Tax	\$27.42
Energy Commission Surcharge	\$1.17

07/13/2022 – 08/11/2022

Rate Schedule: NEM A-6

**Total MCE Electric Generation Charges**

**\$302.82**

For questions regarding charges on this page, please contact:

MCE  
1-888-632-3674  
info@mcecleanenergy.org

### Additional Messages

MCE is a not-for-profit, public agency that sources 60-100% renewable energy for your electricity supply.

MCE's generation charges replace what PG&E would otherwise charge you for electric generation. These charges are refunded to you in the 'Generation Credit' line on the 'Details of PG&E Electric Delivery Charges' page of your statement. PG&E continues to provide electric delivery and billing services. Gas services are not provided by MCE.

If you have any questions about MCE, please visit us online at [www.mceCleanEnergy.org](http://www.mceCleanEnergy.org), or visit our local offices at:

MCE  
1125 Tamalpais Avenue  
San Rafael, CA 94901  
or  
MCE  
2300 Clayton Road, Suite 1150  
Concord, CA 94520

We're happy to help!

MCE is committed to protecting our customer privacy. Learn more about our privacy policy at [mceCleanEnergy.org/privacy](http://mceCleanEnergy.org/privacy).



# ENERGY STATEMENT

www.pge.com/MyEnergy

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Details of Gas Charges

06/12/2022 - 07/13/2022 (32 billing days)

Service For: 4123 LAKESIDE DR  
Service Agreement ID: 2538827357  
Rate Schedule: GNR1 Gas Service to Small Commercial Customers

### 06/12/2022 – 06/30/2022

Customer Charge	19 days @ \$0.52106	\$9.90
Gas Charges		
First 4,000 Therms/month	189.406250 Therms @ \$1.57364	298.06
Gas Mobile Home Park Surcharge	\$0.00000	0.00
Gas PPP Surcharge (\$0.06237 /Therm)		11.81
Richmond Utility Users' Tax (10.000%)		30.80

### 07/01/2022 – 07/13/2022

Customer Charge	13 days @ \$0.52106	\$6.77
Gas Charges		
First 4,000 Therms/month	129.593750 Therms @ \$1.61514	209.31
Gas Mobile Home Park Surcharge	\$0.00000	0.00
Gas PPP Surcharge (\$0.06237 /Therm)		8.08
Richmond Utility Users' Tax (10.000%)		21.61

**Total Gas Charges \$596.34**

## Service Information

Prior Meter # 60573835  
Current Meter Reading 33,660  
Prior Meter Reading 33,660  
Usage 0.000000 Therms

Current Meter # 60573835  
Meter Exchange Date 06/27/2022  
Current Meter Reading 33,963  
Prior Meter Reading 33,660  
Difference 303  
Multiplier 1.051181  
Usage 303.000000 Therms

Total Usage 319.000000 Therms  
Serial R

## Gas Procurement Costs (\$/Therm)

06/12/2022 - 06/30/2022 \$0.67197  
07/01/2022 - 07/13/2022 \$0.71347

## Additional Messages

**Customer Charge** To help deliver safe, reliable and affordable gas service to your business, PG&E charges a customer fee which is based on your highest average daily gas usage within the past 12 months. For the billing period ending on 07/13/2022, your highest average daily gas usage was 10.0 therms.



# ENERGY STATEMENT

www.pge.com/MyEnergy

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Details of Gas Charges

07/14/2022 - 08/12/2022 (30 billing days)

Service For: 4123 LAKESIDE DR  
Service Agreement ID: 2538827357  
Rate Schedule: GNR1 Gas Service to Small Commercial Customers

### 07/14/2022 – 07/31/2022

Customer Charge	18 days @ \$0.95482	\$17.19
Gas Charges		
First 4,000 Therms/month	353.400000 Therms @ \$1.61514	570.79
Gas Mobile Home Park Surcharge	\$0.00000	0.00
Gas PPP Surcharge (\$0.06237 /Therm)		22.04
Richmond Utility Users' Tax (10.000%)		58.80

### 08/01/2022 – 08/12/2022

Customer Charge	12 days @ \$0.95482	\$11.46
Gas Charges		
First 4,000 Therms/month	235.600000 Therms @ \$1.52793	359.98
Gas Mobile Home Park Surcharge	\$0.00000	0.00
Gas PPP Surcharge (\$0.06237 /Therm)		14.70
Richmond Utility Users' Tax (10.000%)		37.14

**Total Gas Charges \$1,092.10**

## Service Information

Meter #	60573835
Current Meter Reading	34,526
Prior Meter Reading	33,963
Difference	563
Multiplier	1.046783
Total Usage	589.000000 Therms
Serial	R

## Gas Procurement Costs (\$/Therm)

07/14/2022 - 07/31/2022	\$0.71347
08/01/2022 - 08/12/2022	\$0.59703

## Additional Messages

**Customer Charge** To help deliver safe, reliable and affordable gas service to your business, PG&E charges a customer fee which is based on your highest average daily gas usage within the past 12 months. For the billing period ending on 08/12/2022, your highest average daily gas usage was 19.6 therms.



# ENERGY STATEMENT

www.pge.com/MyEnergy

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Details of Gas Charges

07/14/2022 - 08/12/2022 (30 billing days)

Service For: 4131 LAKESIDE DR  
Service Agreement ID: 2131191885  
Rate Schedule: GNR1 Gas Service to Small Commercial Customers

### 07/14/2022 – 07/31/2022

Customer Charge	18 days @ \$1.66489	\$29.97
Gas Charges		
First 4,000 Therms/month	421.800000 Therms @ \$1.61514	681.27
Gas Mobile Home Park Surcharge	\$0.00000	0.00
Gas PPP Surcharge (\$0.06237 /Therm)		26.30
Richmond Utility Users' Tax (10.000%)		71.12

### 08/01/2022 – 08/12/2022

Customer Charge	12 days @ \$1.66489	\$19.98
Gas Charges		
First 4,000 Therms/month	281.200000 Therms @ \$1.52793	429.65
Gas Mobile Home Park Surcharge	\$0.00000	0.00
Gas PPP Surcharge (\$0.06237 /Therm)		17.54
Richmond Utility Users' Tax (10.000%)		44.96

**Total Gas Charges \$1,320.79**

### Average Daily Usage (Therms / day)

Last Year	Last Period	Current Period
42.10	17.56	23.43

## Service Information

Meter #	60611187
Current Meter Reading	57,201
Prior Meter Reading	56,529
Difference	672
Multiplier	1.046783
Total Usage	703.000000 Therms
Serial	R

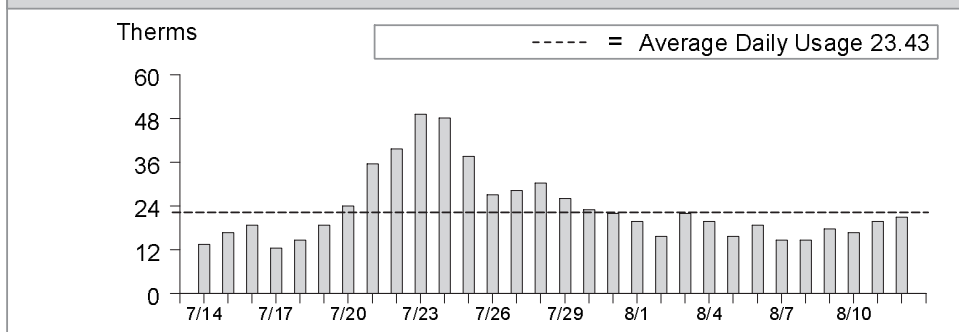
## Gas Procurement Costs (\$/Therm)

07/14/2022 - 07/31/2022	\$0.71347
08/01/2022 - 08/12/2022	\$0.59703

## Additional Messages

**Customer Charge** To help deliver safe, reliable and affordable gas service to your business, PG&E charges a customer fee which is based on your highest average daily gas usage within the past 12 months. For the billing period ending on 10/13/2021, your highest average daily gas usage was 42.6 therms.

## Gas Usage This Period: 703.000000 Therms, 30 billing days





# ENERGY STATEMENT

www.pge.com/MyEnergy

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Details of PG&E Electric Delivery Charges

06/17/2022 - 07/19/2022 (33 billing days)

Service For: 4131 LAKESIDE DR  
Service Agreement ID: 2538827542

### 06/17/2022 – 07/19/2022

Rate Schedule: NEMAG

Rate Description: NEMA Generator Account

Net Charges	\$56,817.30
Richmond Utility Users' Tax	5,662.58

**Total PG&E Electric Delivery Charges \$62,479.88**

2013 Vintaged Power Charge Indifference Adjustment

## Service Information

Meter #	1009507146
Total Usage	11,954.000000 kWh
Serial	X
Rotating Outage Block	2A



# ENERGY STATEMENT

www.pge.com/MyEnergy

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Details of MCE Electric Generation Charges

06/17/2022 - 07/19/2022 (33 billing days)

Service For: 4131 LAKESIDE DR

Service Agreement ID: 2538827081 ESP Customer Number: 2538827542

Your MCE NEM Balance is now \$0.00.	\$0.01
Your cumulative kWh relevant period year-to-date: 77048 kWh	\$0.01
Generation - Off Peak - Summer	\$1,355.42
Generation - Part Peak - Summer	\$347.90
Generation - On Peak - Summer	-\$527.80
Net Charges	\$1,175.52
Local Utility Users Tax	\$117.55
Energy Commission Surcharge	\$3.59

06/17/2022 – 07/19/2022

Rate Schedule: NEM A-6

**Total MCE Electric Generation Charges**

**\$1,296.66**

For questions regarding charges on this page, please contact:

MCE  
1-888-632-3674  
info@mcecleanenergy.org

### Additional Messages

MCE is a not-for-profit, public agency that sources 60-100% renewable energy for your electricity supply.

MCE's generation charges replace what PG&E would otherwise charge you for electric generation. These charges are refunded to you in the 'Generation Credit' line on the 'Details of PG&E Electric Delivery Charges' page of your statement. PG&E continues to provide electric delivery and billing services. Gas services are not provided by MCE.

If you have any questions about MCE, please visit us online at [www.mceCleanEnergy.org](http://www.mceCleanEnergy.org), or visit our local offices at:

MCE  
1125 Tamalpais Avenue  
San Rafael, CA 94901  
or  
MCE  
2300 Clayton Road, Suite 1150  
Concord, CA 94520

We're happy to help!

MCE is committed to protecting our customer privacy. Learn more about our privacy policy at [mceCleanEnergy.org/privacy](http://mceCleanEnergy.org/privacy).



# ENERGY STATEMENT

www.pge.com/MyEnergy

ACCOUNT NO. 2538827590-8  
Statement Date: 08/23/2022  
Due Date: 09/09/2022

## Details of PG&E Electric Delivery Charges

06/17/2022 - 07/19/2022 (33 billing days)

Service For: 2900 TECHNOLOGY CT  
Service Agreement ID: 2538827097

### 06/17/2022 – 07/19/2022

Rate Schedule: NEMAA

Rate Description: NEMA Aggregated Account

Net Charges \$3,045.60  
Richmond Utility Users' Tax 303.24

**Total PG&E Electric Delivery Charges \$3,348.84**

2013 Vintaged Power Charge Indifference Adjustment

## Service Information

Meter # 1006732793  
Total Usage 13,585.000000 kWh  
Serial X  
Rotating Outage Block 2A

## Additional Messages

From March 1, 2022 to February 28, 2023, the Wildfire Fund Charge is offset by \$0.00109/kWh to reflect excess funds from the Department of Water Resources (DWR) Bond charge. The Wildfire Fund Charge is also offset by an additional \$0.00084/kWh during this same period for excess funds from the DWR Power charge. These charges were included in your electric charges prior to 2021 and were related to bonds issued and energy provided to customers by DWR during the 2000-2001 California energy crisis.



# ENERGY STATEMENT

www.pge.com/MyEnergy

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Details of MCE Electric Generation Charges

06/17/2022 - 07/19/2022 (33 billing days)

Service For: 2900 TECHNOLOGY CT

Service Agreement ID: 2538827871 ESP Customer Number: 2538827097

Your MCE NEM Balance is now \$0.00.	\$0.01
Your cumulative kWh relevant period year-to-date: 53759 kWh	\$0.01
Demand - Total - Summer	\$0.00
Generation - Total - Summer	\$1,616.62
Net Charges	\$1,616.62
Local Utility Users Tax	\$161.66
Energy Commission Surcharge	\$4.08

06/17/2022 – 07/19/2022

Rate Schedule: NEM A-10-A

**Total MCE Electric Generation Charges**

**\$1,782.36**

For questions regarding charges on this page, please contact:

MCE  
1-888-632-3674  
info@mcecleanenergy.org

### Additional Messages

MCE is a not-for-profit, public agency that sources 60-100% renewable energy for your electricity supply.

MCE's generation charges replace what PG&E would otherwise charge you for electric generation. These charges are refunded to you in the 'Generation Credit' line on the 'Details of PG&E Electric Delivery Charges' page of your statement. PG&E continues to provide electric delivery and billing services. Gas services are not provided by MCE.

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MCE  
1125 Tamalpais Avenue  
San Rafael, CA 94901  
or  
MCE  
2300 Clayton Road, Suite 1150  
Concord, CA 94520

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# ENERGY STATEMENT

[www.pge.com/MyEnergy](http://www.pge.com/MyEnergy)

Statement Date: 08/23/2022

Due Date: 09/09/2022

## Important Messages (continued from page 1)

**Call 811 before you dig.** A common cause of pipeline accidents is damage from digging. If you plan on doing any digging, such as planting a tree or installing a fence, please call **811** at least two working days before you dig. One free call will notify underground utilities to mark the location of underground lines, helping you to plan a safe project.



# Coversheet

## 2021-22 Contra Costa COE Charter Oversight Fees

**Section:** II. Action Items  
**Item:** K. 2021-22 Contra Costa COE Charter Oversight Fees  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:** 2021-22 Contra Costa COE Charter Oversight Fees.pdf

RECOMMENDATION:

Board to review and approve 2021-22 Contra Costa COE Charter Oversight Fees



**CONTRA COSTA COUNTY OFFICE OF EDUCATION**  
 77 Santa Barbara Road  
 Pleasant Hill, CA 94523  
 (925) 942-3423 Phone | (925) 938-6316 Fax

**General Invoice**

Customer Copy

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
MAKING WAVES CHARTER ACADEMY	06/22/2022	10165	\$0.00	06/22/2022	\$110,386.00

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
CHARTER OVERSIGHT 2021-22 OVERSIGHT - MAKING WAVES	1.00	\$110386.0000	EACH	\$110,386.00	\$0.00	\$0.00	\$110,386.00
<b>Invoice Total:</b>							<b>\$110,386.00</b>

ACCOUNT	AMOUNT

PLEASE MAKE CHECKS PAYABLE TO CONTRA COSTA COUNTY OFFICE OF EDUCATION. PAYMENT IS DUE UPON RECEIPT - A LATE FEE OF 1% PER MONTH WILL BE APPLIED TO INVOICES 30 DAYS PAST DUE. FOR BILLING INQUIRIES CALL (925) 942-3423.

✂ DETACH AND RETURN THE PORTION BELOW WITH YOUR PAYMENT ✂



**CONTRA COSTA COUNTY OFFICE OF EDUCATION**  
 77 Santa Barbara Road  
 Pleasant Hill, CA 94523  
 (925) 942-3423 Phone | (925) 938-6316 Fax

**General Invoice**

Remit Portion

Invoice Date	06/22/2022
Invoice Number	10165
Customer Number	519
Amount Paid	
<b>Due Date</b>	<b>06/22/2022</b>
<b>Invoice Total Due</b>	<b>\$110,386.00</b>

Please write your Account Number on your check and enclose this portion of the bill with your payment.  
**Make checks payable to: Contra Costa County Office of Education**

MAKING WAVES CHARTER  
 ACADEMY  
 ATTN: ACCOUNTS PAYABLE  
 4123 LAKESIDE DRIVE  
 RICHMOND, CA 94806



## Contra Costa County Office of Education

77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388  
Lynn Mackey, Superintendent of Schools

To: Melody Yee  
Lead, Accounting Specialist  
Accounting Services

From: Brenda Barbera  
Manager, Internal Business  
Fiscal Services

Date: June 21, 2022

Subject: **2021-22 COE Charter Oversight Fee – Making Waves Academy #519**

---

Please bill Making Waves Academy **\$110,386** and note “**2021-22 Oversight-Making Waves**”

Please credit CCCOE: 01-0000-0000-7200-900-0-141-8677 **MISC1/MISC62**

Thank you very much.

**2021-22 Contra Costa COE Charter Oversight Fees  
Making Waves Academy**

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>
<b>Revenues</b>				
LCFF - per CDE P-2 CERT	\$ 9,482,044	\$ 10,593,783	\$ 10,593,783	\$ 11,038,553
<b>Oversight Revenues</b>	<b>1% \$ 94,820</b>	<b>\$ 105,938</b>	<b>\$ 105,938</b>	<b>\$ 110,386</b>

# Coversheet

## Education Protection Account (EPA)

**Section:** II. Action Items  
**Item:** L. Education Protection Account (EPA)  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:** Education Protection Account - Spending Plan 2022-23-8.15.2022.pdf  
Education Protection Account - Board Resolution -2022-23-8.15.2022.pdf

### RECOMMENDATION:

Board to review and approve the 2022-23 Education Protection Account Spending Plan.



## Making Waves Academy

### 2022-23 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 2022-23 Revenue and Expenditures:

**Revenue:** \$2,205,796

**Expenditures:**

- Teachers Salary \$2,000,000
- Psychological Services: \$205,796





**Making Waves Academy**  
Resolution Number: 2022-23-01  
Board Meeting:  
September 7, 2022

**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 7, 2022.

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

# Coversheet

## 2022-23 Consolidated Application and Report System (CARS) for Funding

**Section:** II. Action Items  
**Item:** M. 2022-23 Consolidated Application and Report System (CARS) for Funding  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:** 2022-23 Consolidated Application and Report System (CARS) for Funding.pdf

### RECOMMENDATION:

Board to review and approve 2022-23 CARS Application for Funding.

Making Waves Academy (07 10074 0114470)

Status: Draft  
 Saved by: Hung Mai  
 Date: 8/16/2022 11:27 AM

## 2022–23 Application for Funding

### CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

### Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

### District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

### Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	Yes
<b>Title IV, Part A (Student and School Support)</b> ESSA Sec. 4101 SACS 4127	Yes

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

# Coversheet

## Anchor Counseling Solutions Contract Renewal

**Section:** II. Action Items  
**Item:** N. Anchor Counseling Solutions Contract Renewal  
**Purpose:** Vote  
**Submitted by:** Karen Snider  
**Related Material:** Anchor Fees for Service 2022 - 2023 (4).pdf  
MWA- Anchor Solutions-2022-2023-Master-Contract.docx

### BACKGROUND:

Contract renewal for Nonpublic Agency (NPA) special education services provider. Anchor Counseling Solutions supports MWA with contracted special education services including: speech therapy, IEP caseload management (vacancies), school psychologist assessments, educationally related mental health services, teacher vacancy (SPED Sub support when available), 504 plan support, and behavior services.

### RECOMMENDATION:

Approve master contract renewal for 2022-23 AY.



**Anchor Counseling & Education Solutions, LLC  
Fees for Service 2022-2023**

<b>Service</b>	<b>Virtual Hourly Rate</b>	<b>In Person Hourly Rate</b>	<b>In Home Hourly Rate</b>	<b>IEP Attendance Rate</b>
Intensive Individual Services (340)	<b>\$100</b>	<b>\$125</b>	<b>\$125</b>	
Language and Speech: Individual (415)	<b>\$150</b>	<b>\$175</b>	<b>\$175</b>	
Language and Speech: Group (415)	<b>\$100</b>			
Adapted Physical Education (425)	<b>\$90</b>	<b>\$115</b>	<b>\$115</b>	
Occupational Therapy (450)	<b>\$150</b>	<b>\$175</b>	<b>\$175</b>	
Physical Therapy (460)	<b>\$150</b>	<b>\$175</b>	<b>\$175</b>	
Individual Counseling (510)	<b>\$95</b>	<b>\$120</b>	<b>\$120</b>	
Counseling and Guidance Group (515)	<b>\$75</b>	<b>\$100</b>	<b>\$100</b>	
Parent Counseling (520)	<b>\$130</b>	<b>\$155</b>	<b>\$155</b>	
Social Work Services (525)	<b>\$130</b>	<b>\$155</b>	<b>\$155</b>	
Psychological Services (530)	<b>\$130</b>	<b>\$155</b>	<b>\$155</b>	
Behavior Intervention Services (535) (BCBA Supervision)	<b>\$150</b>	<b>\$175</b>	<b>\$175</b>	
Behavior Intervention Services (535) (Behavior Tech Support)	<b>\$100</b>	<b>\$125</b>	<b>\$125</b>	
Interpreter Services (715)	<b>\$75</b>	<b>\$.25 cents a word</b>		
Recreation Services, Including Therapeutic (760)	<b>\$90</b>	<b>\$115</b>	<b>\$115</b>	
Admin/LEA Services (900)	<b>\$150</b>	<b>\$175</b>		
Specialized Academic Instruction (300)	<b>\$90</b>	<b>\$115</b>	<b>\$115</b>	
SPED Case Management (Ed Specialist)	<b>\$90</b>	<b>\$115</b>	<b>\$115</b>	
Travel Training (870)	<b>\$200</b>	<b>\$250</b>		
No Show	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	
Cancellation (Without 24-hour prior notice)	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	



Mileage	<b>0.585</b>	<b>0.585</b>	<b>0.585</b>	
Drive Time	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	

<b>Assessments &amp; Evaluations</b>	<b>Flat Rate</b>	<b>45 days</b>	<b>30 Days</b>	<b>15 Days</b>
Speech and Language Assessment	<b>\$2250</b>	<b>\$2500</b>	<b>\$2750</b>	<b>\$3250</b>
Occupational Therapy Assessment	<b>\$2250</b>	<b>\$2500</b>	<b>\$2750</b>	<b>\$3250</b>
School Psychologist Assessment	<b>\$2250</b>	<b>\$2500</b>	<b>\$2750</b>	<b>\$3250</b>
ERMHS/ Educationally Related Mental Health Services	<b>\$2250</b>	<b>\$2500</b>	<b>\$2750</b>	<b>\$3250</b>
FBA/ Functional Behavioral Assessment	<b>\$2250</b>	<b>\$2500</b>	<b>\$2750</b>	<b>\$3250</b>
Licensed Social Work Assessment	<b>\$2250</b>	<b>\$2500</b>	<b>\$2750</b>	<b>\$3250</b>
Other (900)				

*Nonpublic, Nonsectarian  
School/Agency Services*

**MASTER CONTRACT**

**2022-2023**





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**2022-2023**

**CONTRACT NUMBER: 1**

**LOCAL EDUCATION AGENCY:** Making Waves Academy

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Anchor Solutions

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or "Contract") is entered into on July 1, 2022, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Anchor Solutions. (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the 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 development, 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 room and board 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, 2022 to June 30, 2023 (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, 2023. In the event the contract

negotiations are not agreed to by June 30<sup>th</sup>, 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 this 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; evidence of electronic payments; 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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. 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 the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, 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 no less than 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 CONTRACTOR'S 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**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence

- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury
- \$3,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the 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 combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:**

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its

subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

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

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

## **16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master *Contract* or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, 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.

The 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 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 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 special education and/or related services (including transition services) to each student 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, 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 an 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 9 through 12 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 passing 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 CDE 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 student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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 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 CDE 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 Code sections 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”), the Alternative English Language Proficiency Assessments for California (“Alternative 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 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 school day, and annually to all staff who have any contact or interaction with pupils during the school day. 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 BIP, 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.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP 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 an LEA 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 (10<sup>th</sup>) 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(r), 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.* and 49406, 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) provide 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 ensuring 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 nonpublic school or nonpublic 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, as well as provide all such records requested by LEA concerning the same. 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 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

**57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of

residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. 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: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

**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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

**59. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or

“carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student’s absence. 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 in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, 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- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, 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 CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student’s approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student’s approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. 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 with CONTRACTOR due to CONTRACTOR’S 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 not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts

by any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the   1<sup>st</sup>   day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

\_\_\_\_\_  
**Nonpublic School/Agency**

\_\_\_\_\_ **Making Waves Academy**  
**LEA Name**

By: \_\_\_\_\_  
**Signature    Date**

By: \_\_\_\_\_  
**Signature    Date**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

  Alton Nelson, CEO MWA    
**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

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

**Additional LEA Notification  
(Required if completed)**

\_\_\_\_\_  
**Name and Title**  
**Hung Mai, Director of Finance**  
\_\_\_\_\_  
**Address**  
**4123 Lakeside Dr.**  
\_\_\_\_\_  
**City                          State                          Zip**  
**Richmond, CA 94806**  
\_\_\_\_\_  
**Phone                          Fax**  
**P. 510-779-1401 F. 510-243-9942**

---

**Email**  
**hmai@mwacademy.org**

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**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: [REDACTED] \_\_\_\_\_

The CONTRACTOR CDS NUMBER: [REDACTED] \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: [REDACTED]

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

- 1) Daily Basic Education Rate: \_\_\_\_\_
  
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: \_\_\_\_\_

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____



<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

**EXHIBIT B: 2022-2023 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 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, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency \_\_\_\_\_ Nonpublic School \_\_\_\_\_

LEA Case Manager: Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Pupil Name \_\_\_\_\_ Sex:  M  F Grade: \_\_\_\_\_  
(Last) (First) (M.I.)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

DOB \_\_\_\_\_ Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Phone ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \_\_\_\_\_

**Estimated Number of Days** \_\_\_\_\_ **x Daily Rate** \_\_\_\_\_ = **PROJECTED BASIC EDUCATION COSTS** \_\_\_\_\_

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ \_\_\_\_\_**

4. Other Provisions/Attachments:

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5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify) \_\_\_\_\_

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

-CONTRACTOR-

-LEA/SELPA-

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA/SELPA)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Name and Title)

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

## Coversheet

### Student Placement at CCCOE County program at Marchus School in Concord, CA

**Section:** II. Action Items  
**Item:** O. Student Placement at CCCOE County program at Marchus School in  
Concord, CA  
**Purpose:** Vote  
**Submitted by:** Karen Snider  
**Related Material:** MWA- Marchus School-2022-2023-Master-Contract and ISA DOE.docx

#### BACKGROUND:

MWA student placed at Contra Costa County special education program, Floyd I. Marchus Counseling and Education Program, to support student's IEP needs. Student's IEP needs and learning environment were not able to be met at MWA. Student placement anticipated for 2022-23 AY.

The Counseling and Education Program (CEP) at Floyd I. Marchus School in Concord provides special education services and integrated counseling for elementary, middle, and secondary school students who have been identified with significant emotional and behavioral needs. [Floyd I. Marchus Counseling and Education Program - Contra Costa County Office of Education \(cccoe.k12.ca.us\)](https://www.cccoe.k12.ca.us)

#### RECOMMENDATION:

Board approval for student placement at county special education program. Final MOU, individual student services agreement with CCCOE and MWA will be sent to CEO for signature following Charter Safe review.

*Nonpublic, Nonsectarian  
School/Agency Services*

**MASTER CONTRACT**

**2022-2023**



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**2022-2023**

**CONTRACT NUMBER: 1**

**LOCAL EDUCATION AGENCY:** Making Waves Academy

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** Marchus School

**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, 2022, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Marchus School (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.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the 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 development, 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 room and board 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, 2022 to June 30, 2023 (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, 2023. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, 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 this 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; evidence of electronic payments; 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, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. 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 the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, 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 no less than 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 CONTRACTOR'S 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**, including both bodily injury and property damage, with limits as follows:

- \$2,000,000 per occurrence
- \$ 500,000 fire damage
- \$ 5,000 medical expenses
- \$1,000,000 personal & adv. Injury

\$3,000,000 general aggregate  
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the 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 combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:**

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

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.
- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

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

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

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

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

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master *Contract* or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, 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.

The 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 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 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 special education and/or related services (including transition services) to each student 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, 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 an 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 9 through 12 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 passing 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 CDE 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 student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the 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 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 CDE 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 Code sections 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”), the Alternative English Language Proficiency Assessments for California (“Alternative 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 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 school day, and annually to all staff who have any contact or interaction with pupils during the school day. 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 BIP, 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.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP 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 an LEA 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 (10<sup>th</sup>) 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(r), 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.* and 49406, 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) provide 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 ensuring 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 nonpublic school or nonpublic 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, as well as provide all such records requested by LEA concerning the same. 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 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

**57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of

residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion 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 or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. 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: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.



**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. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

**59. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or

“carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

#### NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student’s absence. 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 in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, 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- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, 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 CONTRACTOR’S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student’s approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student’s approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. 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 with CONTRACTOR due to CONTRACTOR’S 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 not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts

by any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1<sup>st</sup> day of July, 2022 and terminates at 5:00 P.M. on June 30, 2023, unless sooner terminated as provided herein.

**CONTRACTOR**

**LEA**

\_\_\_\_\_  
**Nonpublic School/Agency**

\_\_\_\_\_  
**Making Waves Academy**  
**LEA Name**

By: \_\_\_\_\_  
**Signature                                  Date**

By: \_\_\_\_\_  
**Signature                                  Date**

\_\_\_\_\_  
**Name and Title of Authorized Representative**

Alton Nelson, CEO MWA  
**Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

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

**Additional LEA Notification  
(Required if completed)**

\_\_\_\_\_  
**Name and Title**  
**Hung Mai, Director of Finance**  
\_\_\_\_\_  
**Address**  
**4123 Lakeside Dr.**  
\_\_\_\_\_  
**City                                  State                                  Zip**  
**Richmond, CA 94806**  
\_\_\_\_\_  
**Phone                                  Fax**  
**P. 510-779-1401 F. 510-243-9942**

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**Email**  
**hmai@mwacademy.org**

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**EXHIBIT A: 2022-2023 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR:

The CONTRACTOR CDS NUMBER:

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount:

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

- 1) Daily Basic Education Rate: \_\_\_\_\_
  
- 2) Inclusive Education Program  
(Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE: \_\_\_\_\_

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____

<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____
<u>Audiological Services (720)</u>	_____	_____
<u>Specialized Vision Services (725)</u>	_____	_____
<u>Orientation and Mobility (730)</u>	_____	_____
<u>Specialized Orthopedic Services (740)</u>	_____	_____
<u>Reader Services (745)</u>	_____	_____
<u>Transcription Services (755)</u>	_____	_____
<u>Recreation Services, Including Therapeutic (760)</u>	_____	_____
<u>College Awareness (820)</u>	_____	_____
<u>Work Experience Education (850)</u>	_____	_____
<u>Job Coaching (855)</u>	_____	_____
<u>Mentoring (860)</u>	_____	_____
<u>Travel Training (870)</u>	_____	_____
<u>Other Transition Services (890)</u>	_____	_____
<u>Other (900)</u>	_____	_____
<u>Other (900)</u>	_____	_____

**EXHIBIT B: 2022-2023 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**  
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2022 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, 2023, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Making Waves Academy Nonpublic School Marchus School

LEA Case Manager: Name Karen Snider, Director of SPED Phone Number 510-551-9988

Pupil Name David Ochoa Esqueda Sex:  M  F Grade: repeating

11/12<sup>th</sup> grade  
(Last) (First) (M.I.)

Address 4950 San Pablo Dam Road, Apt 3 City El Sobrante State/Zip 94803

DOB 10/23/2004 Residential Setting:  Home  Foster  LCI # \_\_\_\_\_  OTHER \_\_\_\_\_

Parent/Guardian Maria Esqueda Phone (510-367-8420) ( \_\_\_\_\_ ) \_\_\_\_\_  
(Residence) (Business)

Address \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_  
(If different from student)

**AGREEMENT TERMS:**

1. *Nonpublic School:* The average number of minutes in the instructional day will be: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: \_\_\_\_\_ during the regular school year  
\_\_\_\_\_ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: \_\_\_\_\_

**Estimated Number of Days** \_\_\_\_\_ **x Daily Rate** \_\_\_\_\_ = **PROJECTED BASIC EDUCATION COSTS** \_\_\_\_\_

**B. RELATED SERVICES:**

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							



SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							

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				
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ \_\_\_\_\_

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ \_\_\_\_\_

4. Other Provisions/Attachments:

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5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other (Specify) \_\_\_\_\_

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

-CONTRACTOR-

-LEA/SELPA-  
Making Waves Academy/EI Dorado Charter SELPA

\_\_\_\_\_  
(Name of Nonpublic School/Agency)

\_\_\_\_\_  
(Name of LEA/SELPA)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name and Title)

Alton Nelson, CEO MWA

\_\_\_\_\_  
(Name of Superintendent or Authorized Designee)

# Coversheet

## Updated Uniform Complaint Procedure

**Section:** II. Action Items  
**Item:** P. Updated Uniform Complaint Procedure  
**Purpose:** Vote  
**Submitted by:** Elizabeth Martinez  
**Related Material:** 082022 - UCP Policy and Procedures.pdf

### BACKGROUND:

The school updated its Uniform Complaint Procedures to reflect legislative changes. Key changes include:

- updated complaint types that are covered by UCP
- updated timeframes for submission, review and appeal

### RECOMMENDATION:

The school recommends that the board approve the updated Uniform Complaint Procedures.

Adopted/Ratified: 09/08/2022  
 Revision Date: 08/24/2022



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## UNIFORM COMPLAINT POLICY AND PROCEDURES

Making Waves Academy (“MWA”) complies with applicable federal and state laws and regulations. MWA is the local agency primarily responsible for compliance with federal and state laws and regulations governing educational programs. Pursuant to this policy, persons responsible for compliance and/or conducting investigations shall be knowledgeable about the laws and programs, which they are assigned to investigate.

### Scope

This complaint procedure is adopted to provide a uniform system of complaint processing (“UCP”) for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying against any protected group on the basis of the actual or perceived characteristics of age, ancestry, color, mental disability, physical disability, ethnic group identification, immigration status, citizenship, gender expression, gender identity, gender, genetic information, nationality, national origin, race or ethnicity, religion, medical condition, marital status, sex, or sexual orientation, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics in any MWA program or activity.
2. **Complaints** alleging a violation of state or federal law or regulation governing the following programs:
  - Accommodations for Pregnant, Parenting or Lactating Students;
  - Career Technical and Technical Education;
  - Career Technical and Technical Training;
  - Consolidated Categorical Aid;
  - Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a public school, Migratory Children and Children of Military Families;
  - Every Student Succeeds Act;
  - Migrant Education Programs;
  - and/or School Safety Plans.
3. Complaints alleging that a student enrolled in a public school was required to pay a pupil fee for participation in an educational activity as those terms are defined below.
  - a. “Educational activity” means an activity offered by the charter school that constitutes an integral fundamental part of elementary and secondary education, including, but not limited to, curricular and extracurricular activities.

**Commented [C1]:** The School will need to review this section (#2) to determine whether the School participates in the identified state or federal program. This list 1-4 must also match the list of programs in the form at the end of the Policy. Some of the programs cannot be removed from this section (#2) as they are required for all schools. These programs include:

- Accommodations for Pregnant, Parenting or Lactating Students
- Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families
- School Safety Plans
- ESSA

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- b. "Pupil fee" means a fee, deposit or other charge imposed on students, or a student's parents/guardians, in violation of Education Code section 49011 and Section 5 of Article IX of the California Constitution, which require educational activities to be provided free of charge to all students without regard to their families' ability or willingness to pay fees or request special waivers, as provided for in *Hartzell v. Connell* (1984) 35 Cal.3d 899. A pupil fee includes, but is not limited to, all of the following:
    - i. A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory or is for credit.
    - ii. A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, uniform or other materials or equipment.
    - iii. A purchase that a student is required to make to obtain materials, supplies, equipment or uniforms associated with an educational activity.
  - c. A pupil fees complaint and complaints regarding local control and accountability plans ("LCAP") only, may be filed anonymously (without an identifying signature), if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance with Education Code sections 52060 - 52077, including an allegation of a violation of Education Code sections 47606.5 or 47607.3, as referenced in Education Code section 52075, regarding local control and accountability plans.
  - d. If MWA finds merit in a pupil fees complaint, or the California Department of Education ("CDE") finds merit in an appeal, MWA shall provide a remedy to all affected students, parents/guardians that, where applicable, includes reasonable efforts by MWA to ensure full reimbursement to all affected students and parents/guardians, subject to procedures established through regulations adopted by the state board.
  - e. Nothing in this Policy shall be interpreted to prohibit solicitation of voluntary donations of funds or property, voluntary participation in fundraising activities, or MWA and other entities from providing student prizes or other recognition for voluntarily participating in fundraising activities.
4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula ("LCFF") or LCAP under Education Code sections 47606.5 and 47607.3, as applicable. If MWA adopts a School Plan for Student Achievement in addition to its LCAP, complaints of noncompliance with the requirements of the School Plan for Student Achievement under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under this Policy.

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Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

MWA acknowledges and respects every individual's rights to privacy. Unlawful discrimination, harassment, intimidation or bullying complaints shall be investigated in a manner that protects (to the greatest extent reasonably possible and as permitted by law) confidentiality of the parties, including but not limited to the identity of the complainant, and maintains the integrity of the process. MWA cannot guarantee anonymity of the complainant. This includes keeping the identity of the complainant confidential. However, MWA will attempt to do so as appropriate. MWA may find it necessary to disclose information regarding the complaint/complainant to the extent required by law or necessary to carry out the investigation or proceedings, as determined by the Chief Executive Officer or designee on a case-by-case basis. MWA shall ensure that complainants are protected from retaliation.

#### Compliance Officer

The Board of Directors designates the following compliance officer(s) to receive and investigate complaints and to ensure MWA's compliance with law:

Elizabeth Martinez  
Chief Operating Officer  
4123 Lakeside Drive  
Richmond, CA 94806  
(510) 262-1511  
compliance@mwacademy.org

The Chief Executive Officer or designee shall ensure that the compliance officer(s) designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. The compliance officer may have access to legal counsel as determined by the Chief Executive Officer or designee.

Should a complaint be filed against the Chief Executive Officer, the compliance officer for that case shall be the President of the MWA Board of Directors.

#### Notifications

The Chief Executive Officer or designee shall make available copies of this Policy free of charge. The annual notice of this Policy may be made available on MWA's website.

Adopted/Ratified: 09/08/2022

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MWA shall annually provide written notification of MWA's UCP to employees, students, parents/guardians, advisory committees, private school officials or representatives, and other interested parties as applicable.

The annual notice shall be in English. When necessary under Education Code section 48985, if fifteen (15) percent or more of the students enrolled in MWA speak a single primary language other than English, this annual notice will also be provided to the parent/guardian of any such students in their primary language.

The annual notice shall include the following:

1. A list of the types of complaints that fall under the scope of the UCP and the state and federal provisions that govern complaints regarding child nutrition programs and special education programs.
2. A statement clearly identifying any California State preschool programs that MWA is operating as exempt from licensing pursuant to Health and Safety Code section 1596.792(o) and corresponding Title 5 health and safety regulations, and any California State preschool programs that MWA is operating pursuant to Title 22 licensing requirements.
3. A statement that MWA is primarily responsible for compliance with federal and state laws and regulations.
4. A statement that a student enrolled in a public school shall not be required to pay a pupil fee for participation in an educational activity.
5. A statement identifying the title of the compliance officer, and the identity(ies) of the person(s) currently occupying that position, if known.
6. A statement that if a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.
7. A statement that the complainant has a right to appeal MWA's decision to the CDE by filing a written appeal within thirty (30) calendar days of the date of MWA's decision, except if MWA has used its UCP to address a complaint that is not subject to the UCP requirements.
8. A statement that a complainant who appeals MWA's decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.
9. A statement that if MWA finds merit in a UCP complaint, or the CDE finds merit in an appeal, MWA shall take corrective actions consistent with the requirements of existing

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law that will provide a remedy to the affected student and/or parent/guardian as applicable.

10. A statement advising the complainant of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation or bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3.
11. A statement that copies of MWA's UCP shall be available free of charge.

### Procedures

The following procedures shall be used to address all complaints which allege that MWA has violated federal or state laws or regulations enumerated in the section "Scope," above. The compliance officer shall maintain a record of each complaint and subsequent related actions for at least three (3) calendar years.

All parties named shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled, and when a decision or ruling is made.

- **Step 1: Filing of Complaint**

Any individual, including a person's duly authorized representative or an interested third party, public agency, or organization may file a written complaint of alleged noncompliance or unlawful discrimination, harassment, intimidation or bullying pursuant to this Policy.

A complaint of unlawful discrimination, harassment, intimidation or bullying may be filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying or by one who believes any specific class of individuals has been subjected to unlawful discrimination, harassment, intimidation or bullying, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. An investigation of alleged unlawful discrimination, harassment, intimidation or bullying shall be initiated by filing a complaint no later than six (6) months from the date the alleged discrimination, harassment, intimidation or bullying occurred, or the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying unless the time for filing is extended by the Chief Executive Officer or designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the Chief Executive Officer or designee shall be made in writing. The period for filing may be extended by the Chief Executive Officer or designee for good cause for a period not to exceed ninety (90) calendar days following the expiration of the six-month time period. The Chief Executive Officer shall respond immediately upon a receipt of a request for extension.

All other complaints under this Policy shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which the MWA Board of Directors approved the LCAP or the annual update was adopted by MWA.



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The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and date stamp. A pupil fees complaint may be filed with the Director of MWA, the CEO or the compliance officer.

Complaints filed pursuant to this Policy must be in writing and signed. A signature may be handwritten, typed (including in an email) or electronically generated. Only complaints regarding pupil fees or LCAP compliance may be filed anonymously as set forth in this Policy. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, MWA staff shall assist the complainant in the filing of the complaint.

- **Step 2: Mediation**

Within three (3) business days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make arrangements for this process.

Before initiating the mediation of an unlawful discrimination, harassment, intimidation or bullying complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the complaint to the satisfaction of the complainant, the compliance officer shall proceed with the investigation of the complaint.

The use of mediation shall not extend MWA's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time.

- **Step 3: Investigation of Complaint**

The compliance officer is encouraged to hold an investigative meeting within five (5) business days of receiving the complaint or an unsuccessful attempt to mediate the complaint. This meeting shall provide an opportunity for the complainant and/or the complainant's representative to repeat the complaint orally.

The complainant and/or the complainant's representative shall have an opportunity to present evidence or information leading to evidence to support the allegations in the complaint.

A complainant's refusal to provide the compliance officer with documents or other evidence related to the allegations in the complaint, or a complainant's failure or refusal to cooperate in the investigation or the complainant's engagement in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegation.

MWA's refusal to provide the compliance officer with access to records and/or other information related to the allegation in the complaint, or its failure or refusal to cooperate in the investigation

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or its engagement in any other obstruction of the investigation, may result in a finding, based on evidence collected, that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.

- **Step 4: Final Written Decision**

MWA shall issue an investigation report (the "Decision") based on the evidence. MWA's Decision shall be in writing and sent to the complainant within sixty (60) calendar days of MWA's receipt unless the timeframe is extended with the written agreement of the complainant. MWA's Decision shall be written in English and in the language of the complainant whenever feasible or as required by law.

The Decision shall include:

1. The findings of fact based on evidence gathered.
2. The conclusion providing a clear determination for each allegation as to whether MWA is in compliance with the relevant law.
3. Corrective actions, if MWA finds merit in the complaint and any are warranted or required by law.
4. Notice of the complainant's right to appeal MWA's Decision within thirty (30) calendar days to the CDE, except when MWA has used its UCP to address complaints that are not subject to the UCP requirements.
5. Procedures to be followed for initiating such an appeal.

If an employee is disciplined as a result of the complaint, the Decision shall simply state that effective action was taken and that the employee was informed of MWA's expectations. The Decision shall not give any further information as to the nature of the disciplinary action except as required by applicable law.

#### Appeals to the CDE

If dissatisfied with the Decision, the complainant may appeal in writing to the CDE within thirty (30) calendar days of receiving the Decision. The appeal shall be accompanied by a copy of the complaint filed with MWA and a copy of the Decision. When appealing to the CDE, the complainant must specify and explain the basis for the appeal, including at least one of the following:

1. MWA failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, MWA's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in MWA's Decision are not supported by substantial evidence.

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4. The legal conclusion in MWA's Decision is inconsistent with the law.
5. In a case in which MWA's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

Upon notification by the CDE that the complainant has appealed the Decision, the Chief Executive Officer or designee shall forward the following documents to the CDE within ten (10) calendar days of the date of notification:

1. A copy of the original complaint.
2. A copy of the Decision.
3. A copy of the investigation file, including but not limited to all notes, interviews, and documents submitted by the parties or gathered by the investigator.
4. A report of any action taken to resolve the complaint.
5. A copy of MWA's complaint procedures.
6. Other relevant information requested by the CDE.

If the CDE determines the appeal raises issues not contained in the local complaint, the CDE will refer those new issues back to MWA for resolution as a new complaint. If the CDE notifies MWA that its Decision failed to address an allegation raised by the complaint and subject to the UCP process, MWA will investigate and address such allegation(s) in accordance with the UCP requirements and provide the CDE and the appellant with an amended Decision addressing such allegation(s) within twenty (20) calendar days of the CDE's notification. The amended Decision will inform the appellant of the right to separately appeal the amended Decision with respect to the complaint allegation(s) not addressed in the original Decision.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision. The SSPI will not consider any information not previously submitted to the CDE by a party during the appeal unless such information was unknown to the party at the time of the appeal and, with due diligence, could not have become known to the party. Pending the SSPI's response to a request for reconsideration, the CDE appeal Decision remains in effect and enforceable, unless stayed by a court.

The CDE may directly intervene in the complaint without waiting for action by MWA when one of the conditions listed in 5 C.C.R. section 4650 exists, including but not limited to cases in which through no fault of the complainant, MWA has not taken action within sixty (60) calendar days of the date the complaint was filed with MWA.

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Civil Law Remedies

A complainant may pursue available civil law remedies outside of MWA's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if MWA has appropriately, and in a timely manner, apprised the complainant of their right to file a complaint.



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**UNIFORM COMPLAINT PROCEDURE FORM**

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_

Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street \_\_\_\_\_ Address/Apt. \_\_\_\_\_ #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

School/Office \_\_\_\_\_ of \_\_\_\_\_ Alleged \_\_\_\_\_ Violation: \_\_\_\_\_

**For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:**

- Career Technical and Technical Education/Career Technical and Technical Training
- Consolidated Categorical Aid Programs
- Education of Students in Foster Care, Students who are Homeless, former Juvenile Court Students now enrolled in a Public School, Migratory Children and Children of Military Families
- School Safety Plan
- Pupil Fees
- Pregnant, Parenting or Lactating Students
- Every Student Succeeds Act
- Local Control Funding Formula/ Local Control and Accountability Plan
- Migrant Education Programs

**For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:**

- Age
- Ancestry
- Color
- Disability (Mental or Physical)
- Ethnic Group Identification
- Gender / Gender Expression / Gender Identity
- Genetic Information
- Immigration Status/Citizenship
- Marital Status
- Medical Condition
- Nationality / National Origin
- Race or Ethnicity
- Religion
- Sex (Actual or Perceived)
- Sexual Orientation (Actual or Perceived)
- Based on association with a person or group with one or more of these actual or perceived characteristics

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1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

\_\_\_\_\_  
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2. Have you discussed your complaint or brought your complaint to any MWA personnel? If you have, to whom did you take the complaint, and what was the result?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents.  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail complaint and any relevant documents to the Compliance Officer:

Adopted/Ratified: 09/08/2022  
Revision Date: 08/24/2022

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

# Coversheet

## RIDS Transportation Contract

**Section:** II. Action Items  
**Item:** Q. RIDS Transportation Contract  
**Purpose:** Vote  
**Submitted by:** Elizabeth Martinez  
**Related Material:** General Contract Final.pdf  
RIDS\_Ride Estimate\_2022-2023.xlsx

### BACKGROUND:

Due to the ongoing concerns related to COVID-19 including infection and lack of staffing, the school is not offering bus transportation during the 2022-2023 school year. 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 \$125,000 for the year.

### RECOMMENDATION:

We recommend the board approves a fiscal impact not to exceed \$125,000 for the year.



## **General Contract**

### **About us:**

Rids Brother Company Inc (RBC) a passenger transportation company serving school districts, senior center, and the healthcare industry. Our company is built with two core assets which are people and service. We are a customer oriented company. We provide our transportation services to hospitals, schools, airports, senior citizen centers and wherever needed. We have created a strong market over the greater Bay Area and are the proud owners of satisfied clientele, spanning over fields of paratransit, healthcare, schools, and taxi service. We deliver comprehensive solutions with exceptional service that enables us to address customer requirements and exceed their expectations.

At RIDS BROTHER COMPANY Inc, we combine all the skills, knowledge and experience of transportation to train our drivers on the road. All of our approved drivers go through a background check, TB test, Drug Test, Livescan and Driving record history and drivers have to go through training to take care of special needs students/adults. We have a wide variety of approved vehicles ranging from SUVs, Sedans, Minivans, Wheelchair-vans, Taxis and Limousines where each vehicle is regularly tested to pass mechanical and environmental standards. Our well-maintained vehicles, with good exteriors and interiors, are always clean, comfortable and enjoyable to ride in.

We also conduct regular on-road monitoring of drivers on the road to ensure the operator's professionalism and service rule adherence. We monitor their on-time performances about pick up and drop off.

### **WE DO PARENTS & DRIVERS INTRODUCTION BEFORE STARTING ANY TRIP**

#### **Professional service agreement /Contract for School Year**

This agreement is between Rids Brother Company Inc (RBC) and \_\_\_\_\_

Both parties agree as follows:

#### **Services:**

Provide transportation service for the student to and from public/non-public schools inside/outside of the District based on the following pricing. Contractor shall provide the following services to the following students, on the following pricing.

#### **Cost Breakdown:**

Rids Brother Company Inc. Program

For Daily Home to School Special Education Transportation Service: We will save a minimum of 35% to 45% of the school district budget.

Price Break Down:

- 1. Origination fee: \$50 per trip**
- 2. Miles charge: \$2.50 per mile**
- 4. Waiting Period if parents are not home: \$1 per minute**
- 5. Camera Operating cost (if needed): \$3.00 per trip**
- 6. Harness fee: \$10.00 per day (if needed)**
- 7. Car seat: We will provide**
- 8. Monitor fee: TBD**
- 9. Wheelchair Vehicle: TBD**

#### **Insurance:**

1. We have General Liability Insurance of 2 million coverage.
2. Umbrella insurance of 5 million coverage.
3. Workers Compensation of 2 million coverage.
4. Auto insurance full coverage of 100,000/300,000 with ride-sharing insurance for student transportation.

#### **Fuel Surcharge**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, If the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents or 6 cents. The gasoline price index to be used shall be found under the category of California Regular Reformulated Retail Gasoline Prices (cents per gallon) on the following website:

[http://www.eia.doe.gov/oil\\_gas/petroleum/data\\_publications/wrgp/mogas\\_home\\_page.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html)

#### **Routes changes or students added or removed**

When it becomes necessary to change a route for any reason including adding or removing students due to the incident, We (RBC) will plot the revised or new route based on the information known to us at that time. Routes will be optimized from time to time as deemed necessary by RBC or demanded by the District. Consecutive no-shows will be reported once a week. If the District adds a student to be transported, that student may be individually transported until the route is optimized.

**Pick up & Drop off Procedures:**

The driver will arrive on time and he/she has a 5 minute window to wait. If the student is not there then they will be marked as a no-show to our dispatch team. If parents need transportation then they can call our dispatch team for another driver and our dispatch will reach out to the school district for approval to create a new trip. If dispatch is unable to get in contact with the district at that moment then they will create a new trip at that time and **later get approval from the district**. We can send the same driver or another driver to cover the route upon approval or according to the situation.

If parents are not home to take students then billing will start after a 5 minutes window. Dispatch will notify the district for waiting time approval and try to contact parents as well. If parents are not reachable after 60 min of waiting then we will do what the district wants us to do at that moment. If the district is not reachable we will take the student back to school and a new trip will be created at that moment.

Camera record will be saved for 1 week after that it will be destroyed. If there is an incident we will save the record for a longer time.

**Invoicing:** Invoice will be sent for 30 days by email/mail or any other way accepted by both parties. We accept payment as a direct deposit or as a check upon receipt.

**Company Info: Rids Brother Company Inc.**

**Tax ID: 47- 4566550**

**Address: 301 Railroad Avenue**

**City/State/Zip: Rodeo, CA 94572**

**Phone: 510-356-4731**

**Fax: 510-570-2150**

**Email: RIDSBROTHERCOMPANYINC@ridsbrother.com**

**RBC'S Representative:**

**District Representative:**

**Name:**

**Name:**

**Title:**

**Title:**

**Signature:**

**Signature:**

**Date:**

**Date:**

## Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

RIDS\_Ride Estimate\_2022-2023.xlsx

# Coversheet

## Mission Connection: New Leaders Introductions

**Section:** III. Standing Reports  
**Item:** A. Mission Connection: New Leaders Introductions  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Newer Leaders to MWA\_SEP Board Mtg..pdf



# Newer Leaders to MWA

## Assistant Principals

- Eric Becker, Assistant Principal 9-12
- Brian Jimenez, Assistant Principal 5-8

## Directors

- Katharine Mason, Director of School Operations

## Deans

- Arella Sidransky, Dean for 10-12

## Coordinators

- Gerri Swift, ELD Coordinator
- Alina Enoiu, Literacy Coordinator



# MWA Internal Promotions in Leadership

## College & Career Counseling Team

- Esau Molina, *Dir. of CCC*
- Ateris Adams, *Assoc. Dir. of CCC*
- Michelle Chan, *Assoc. Dir. of Early College*

## Dean Team

- Jennefer Cerna, *Associate Dean (middle school)*

## Teacher Residency

- Kelly Le, *Director of Teacher Residency*

## Instruction

- Latiphony Wells, *Lead Teacher*



# Coversheet

## ASB Update

**Section:** III. Standing Reports  
**Item:** B. ASB Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** ASB Board Report - Sept 2022.pdf



# ASB Board Report - Sept. 2022

ASB Members  
Sept. 8th, 2022



*Learn. Graduate. Give Back.*

# Table of Contents

- **Successes**
- **Challenges**
- **Priorities**
- **Questions & Conversation**

# Successes

# Successes

- **ASB Retreat**
  - Gave ASB members the opportunity to get ahead on upcoming projects.
  - Engaged in community building activities.
  - First time new ASB members collaborated together.
- **23rd Wave Orientation: Student Panel**
  - Gave the 23rd Wave important information regarding High School.
  - Providing a space for the 23rd Wave to ask questions of fellow students.
  - ASB members step up as student leaders.
- **First All School Meeting**
- **Finishing the logistics/planning for the Club Fair**



# Challenges

# Challenges

- **Low funds for ASB & Student Clubs**
  - Due to Covid Pandemic, fundraising was difficult.
  - Have to schedule and host more fundraising events.
- **Communication**
  - Due to lack of communication many students and families were confused on uniform pickup.
  - Response time from faculty and staff.
  - Coming up with creative ways to keep students “plugged in” and engaged.

# Priorities



# Priorities

- **Second All School Meeting**
  - Prioritize challenges experienced in our first ASM.
- **Club Fair**
  - Creating an event where Wave Makers could explore all clubs at MWA.
  - Creating strong sense of Community and school spirit.
- **Making this school year enjoyable for all**
  - Trying to build a sense of community and unity throughout MWA.

# Questions & Conversation



*Learn. Graduate. Give Back.*

# Coversheet

## Deep Dive: SBAC Results

**Section:** III. Standing Reports  
**Item:** C. Deep Dive: SBAC Results  
**Purpose:** Discuss  
**Submitted by:** Molly Moloney and Alton Nelson  
**Related Material:** SBAC Deep Dive Board Report Pre-read September 2022.pdf

### BACKGROUND:

Students in 5th-8th grade and 11th grade took the state CAASPP (SBAC) assessments last April and May. We are presenting preliminary results from the test. The final results, including statewide and comparative data for other schools or districts will be available in December. In the presentation we will focus primarily on a few charts summarizing these 2021-22 results. Please read the pre-read packet for more detailed data points, including comparisons with previous years. We look forward to board questions and discussion about any of this data.



## 2021-2022 CAASPP (SBAC) Data for Board Deep Dive

Molly Moloney and Alton B. Nelson Jr.

September 8, 2022

### Special Considerations

**This data is preliminary**– It can be used by MWA staff and the board for planning purposes and is mostly complete (over 99% of scores released), but we do not expect the state’s official release of results until December. While some slight changes to numbers could emerge we do not expect significant changes.

**No comparative data is available yet.** The state will release the public reporting of state-wide averages, as well as results for other districts and schools, at the same time as the release of the California Schools Dashboard in December. So, unfortunately we can not yet compare our results to any other schools or districts.

### **Comparisons to previous years’ results should be approached with caution**

- The SBAC in 2021 and 2022 used **a shorter “blueprint”** for the assessment (statewide), compared to earlier years (about half as many questions on the “CAT” portion of the test). The shorter test covers the same claims, but with fewer items. Although the shorter test was initially created to facilitate virtual testing, it may become the new normal moving forward. (The State Board of Education will vote on this in the fall).
- There were very different testing conditions between 2021 and 2022. In 2021 the SBAC was administered virtually (distance learning) whereas **in 2022 the test was administered in person, for the first time since 2019.**

### Headlines

- **98% of students in eligible grades completed the SBAC**, surpassing the state/federal requirement of 95% completion.
- Our **overall proficiency levels** on SBAC in 2021-22 **are very similar to those of the previous year** (2020-21, distance learning).
- **11th grade showed considerable gains when compared to last year’s data**, approaching some pre-covid levels, especially in ELA. This wave of students (20th Wave) has shown growth on ELA SBAC each time that they’ve taken it since 2017.
- **Middle school scores declined a bit from last year** (with the exception of 7th, which increased in ELA and math, and 5th which had small gains in ELA and larger gains in science). 7th grade students

(24th Wave) had the highest percentage of proficient students in the middle school, in both ELA and math, with a notable increase in how they performed the previous year in 6th grade.

- Mirroring trends in previous years, **MWA students continue to score higher in ELA compared to math.**
- Looking at Student Groups, **we see small differences when disaggregated by race/ethnicity.** A higher percentage of African American students demonstrated proficiency (level 3 or 4) compared to Latinx students or overall. At the same time, a higher percentage of African American students scored at the lowest achievement band (level 1) compared to Latinx students or overall scores, and average scores for Latinx students (DFS) continue to be stronger. This may indicate that some of the school's efforts to provide outreach and support for Black/African American students have paid off with positive results for some students, but also that there is more work to be done on this front, so that it impacts all students.
- We continue to see some **significant opportunities for growth/disparities when looking at data for English Learners and for Students with Disabilities/IEPs**, in comparison to overall scores. However, in ELA there was a notable increase in the percentage of students with disabilities scoring in the proficient range and there was progress among English Learner students' average scores (DFS) despite proficiency rates being flat over the past few years.
- **In science (CAST), 5th graders scored more highly than previous cohorts of 5th graders and outscored the older participating grades (8th and 12th) this year, whereas 8th grade and high school students showed some declines.**
- Overall, this **data reflects areas to celebrate around growth and achievement**, and also some **real work and reflection on practices and preparation** to help more of our students improve and progress as learners.

## Discussion Questions

- What questions do you have about the data?
- What might we be missing, as we think about root causes or next steps?
- Is there any additional data that you'd find helpful to see?

# 2021-22 Context/Conditions of Learning

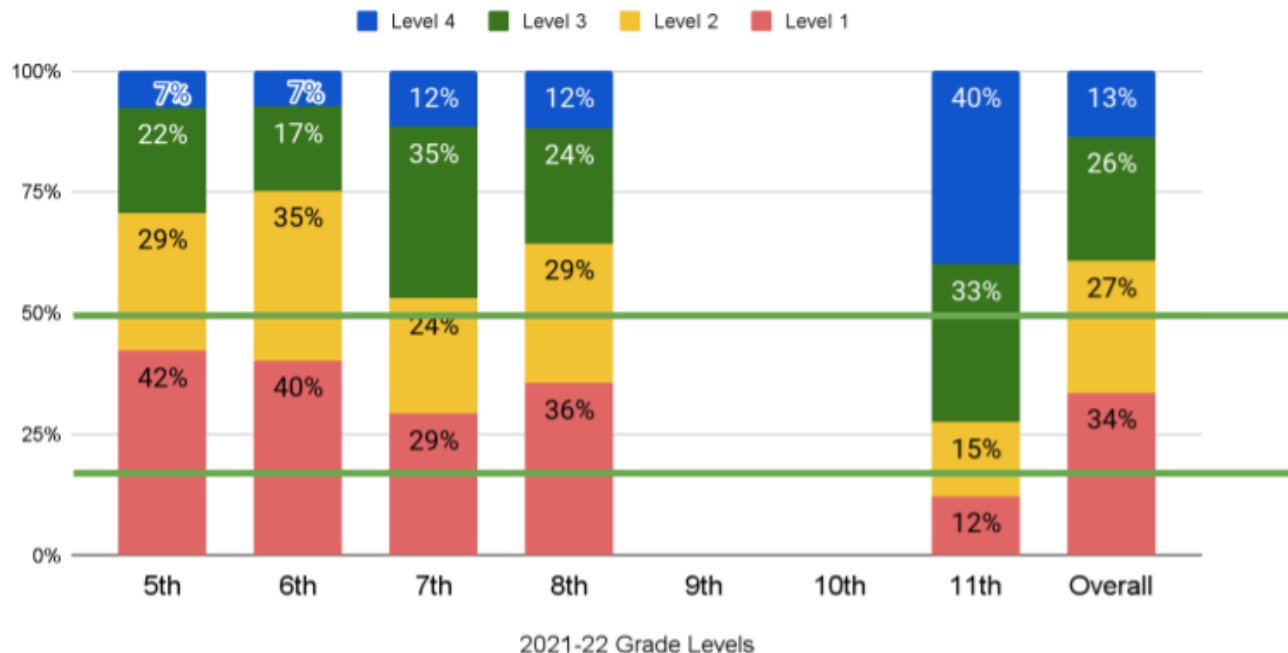
Grade	ELA Teachers	Math Teachers
<b>5th</b>	Cruz Vacancy- Embry (long-term sub)	Glenn Noori Brown (left in mid-S2)/ Hernandez ( sub)
<b>6th</b>	Salmeron Monroe	Noori Vacancy (S1)/Razo (S2) Dibble (S1)/Mathews (S2)
<b>7th</b>	Morte Keaton (left S2)/ and LaBerge	Amey Glenn
<b>8th</b>	Wells Keaton (left S2)/ LaBerge	Orona Delaplaine (Semester 1)/ Alegria (long-term sub)
<b>11th</b>	Persina	Abouelnaga (S1)/Subs/Lorenzo (Alg II) Muhammad (Precal/Calc)

Grade	Average Daily Attendance	“Chronically Absent” Students*
<b>5th</b>	85.5%	73.2%
<b>6th</b>	87.0%	61.4%
<b>7th</b>	87.3%	56.4%
<b>8th</b>	86.2%	63.8%
<b>11th</b>	88.0%	40.2%

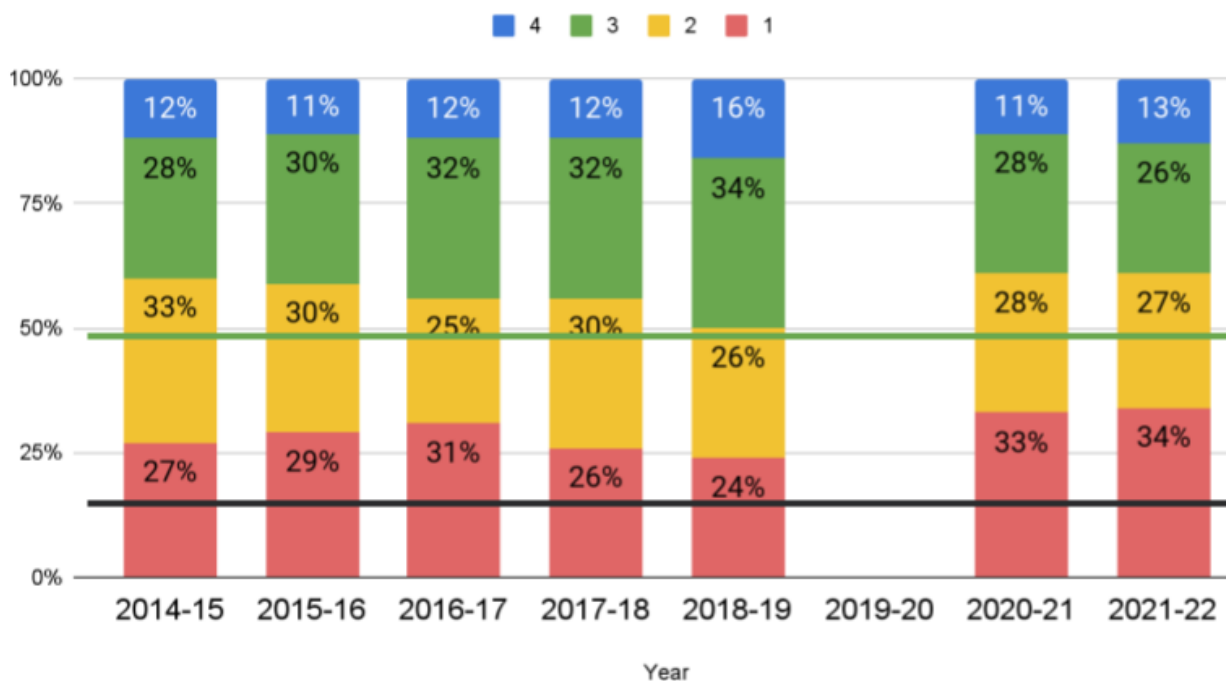
\* (missed more than 10% of the school year; quarantines a major factor in this).

# ELA SBAC Data (2021-22)

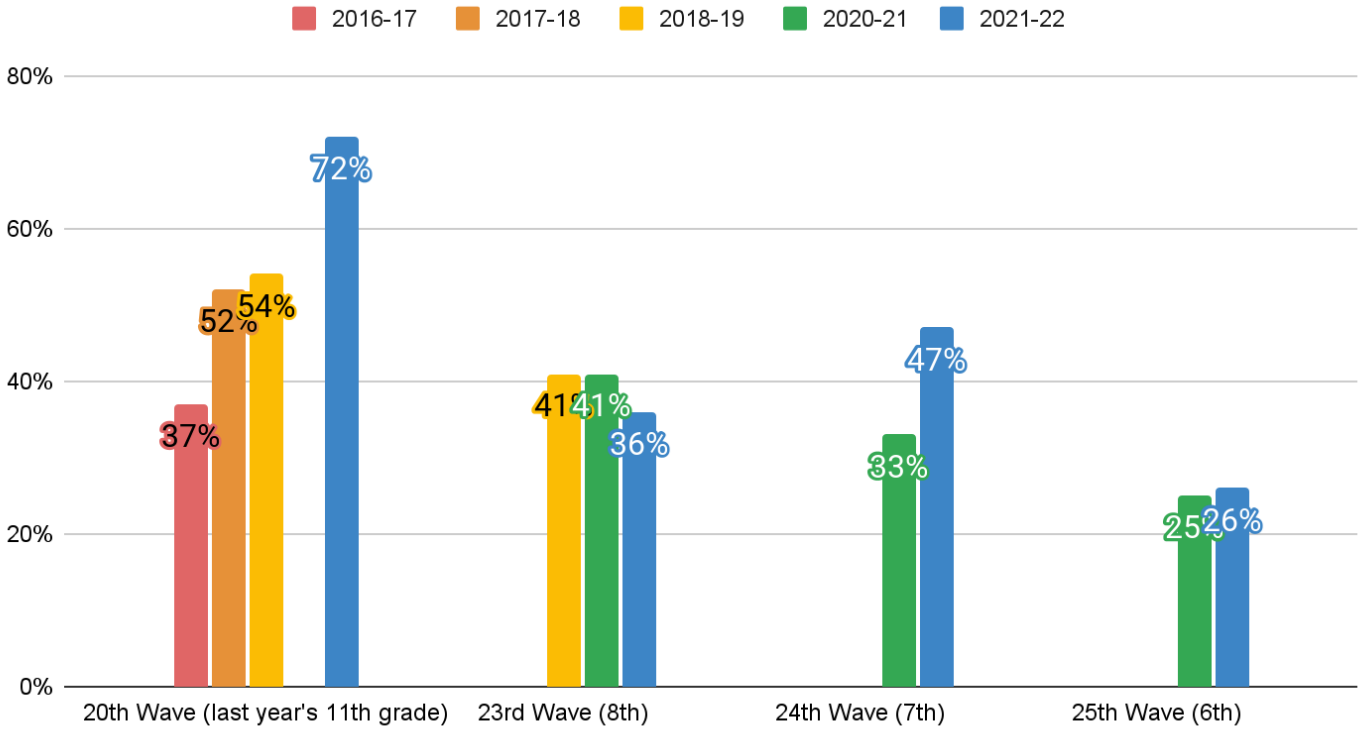
ELA SBAC Achievement Levels, by grade level (MWA 2021-22)



ELA SBAC Levels (all tested grades) over time



## ELA SBAC, by cohort/wave, over time

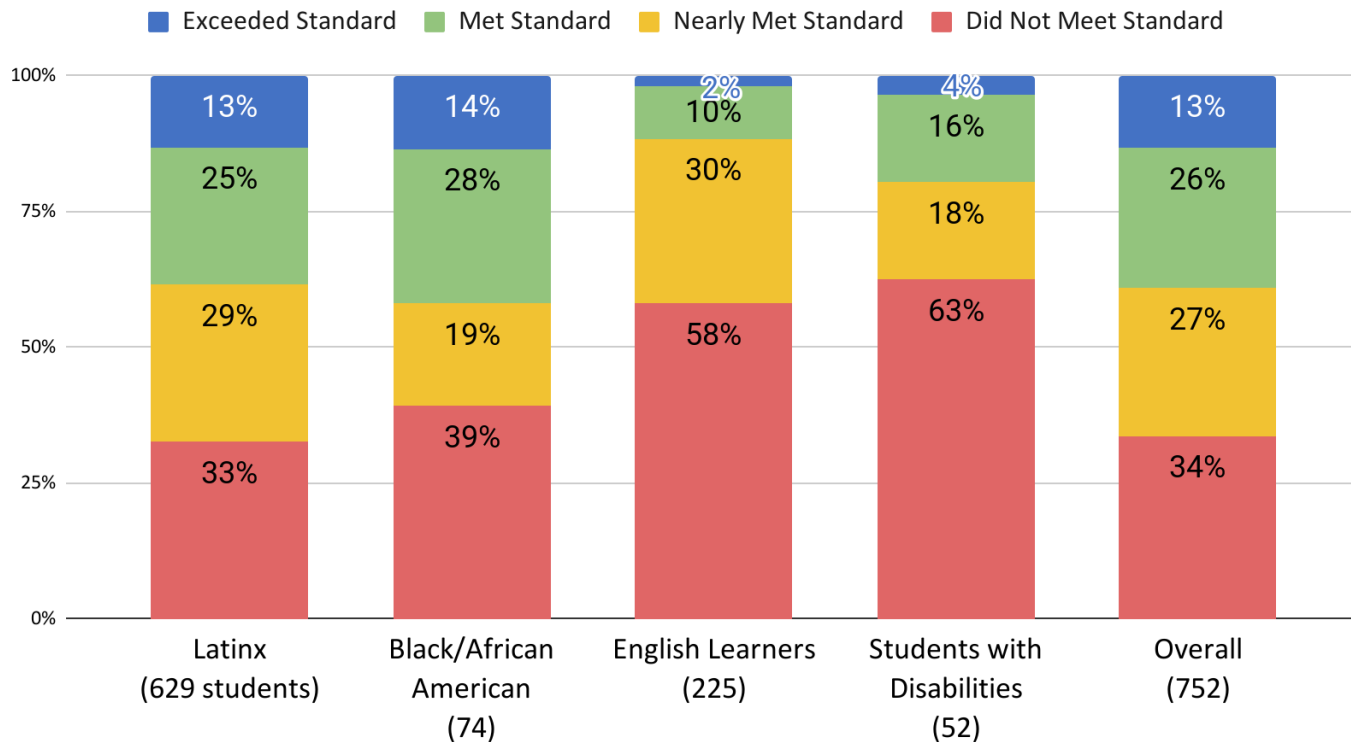


### Students demonstrating proficiency in ELA

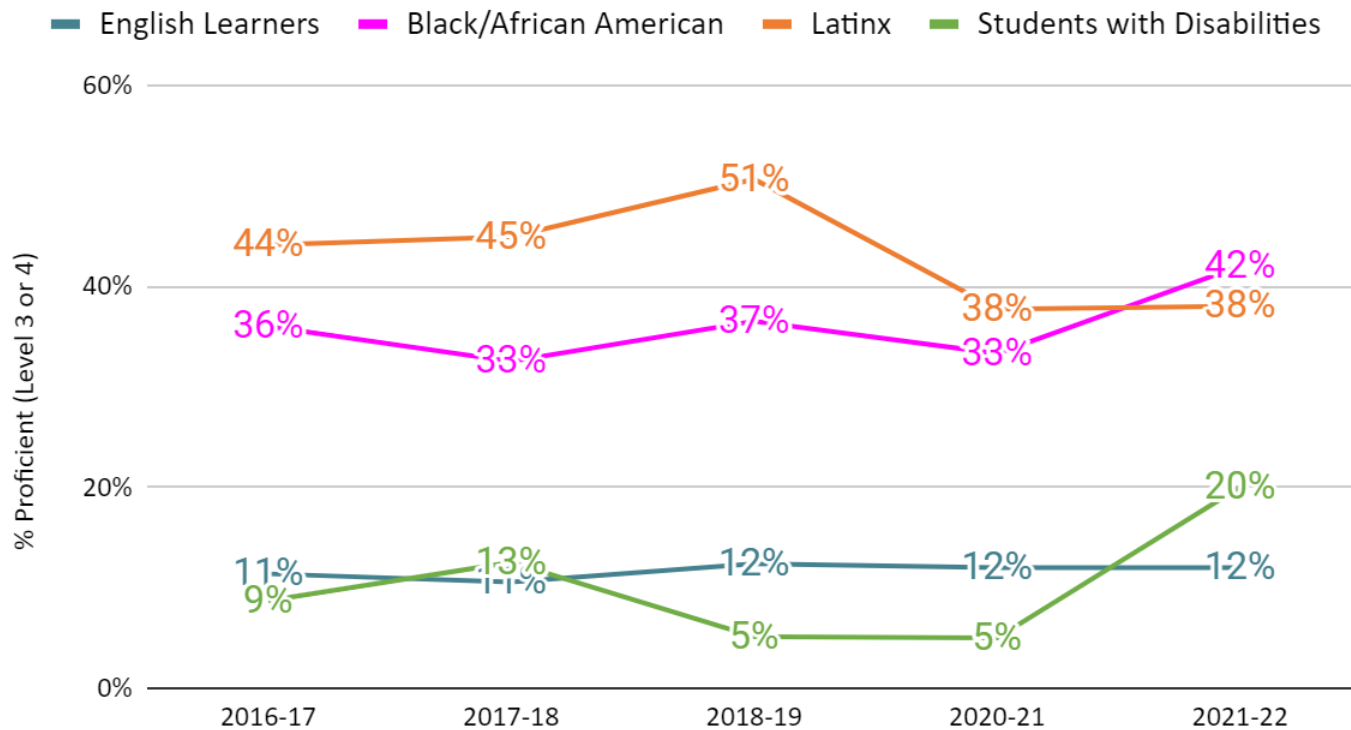
Grade (in AY21-22)	# of students at level 3 ("met standard")	# of students at level 4 ("exceeded standard")	Total # of tested students
5th	35	12	161
6th	29	12	166
7th	58	19	164
8th	39	19	163
11th	32	39	98



### ELA SBAC by Student Groups (all tested grades, 2021-22)



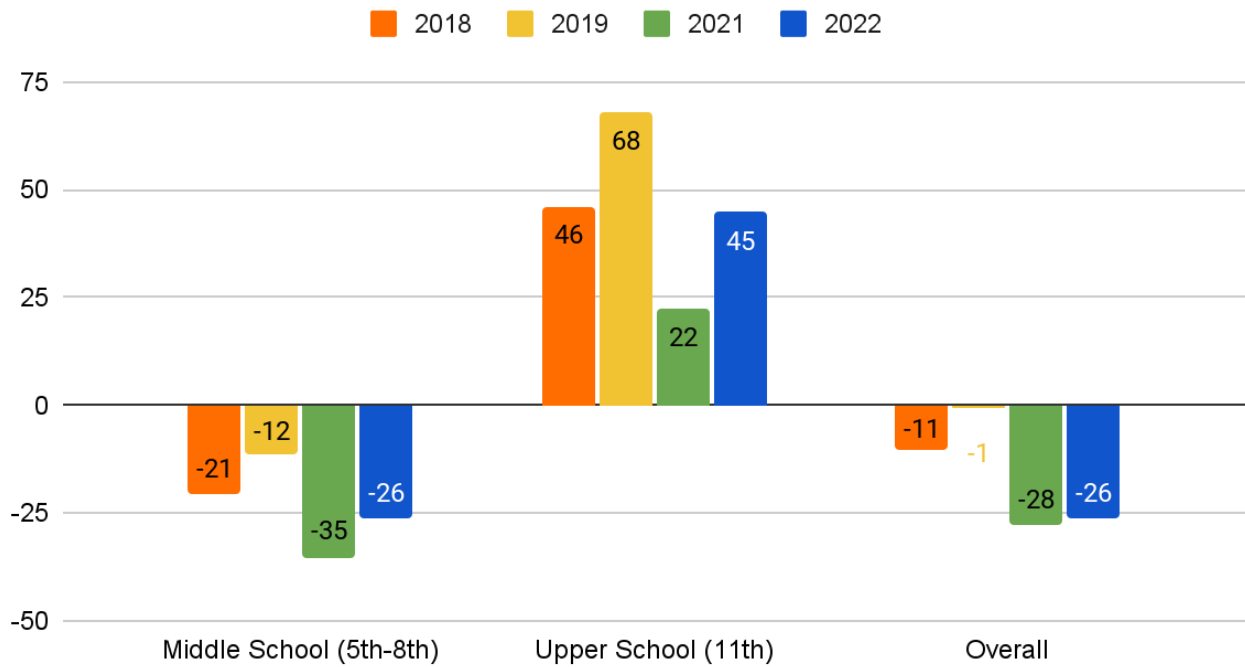
### ELA SBAC, % Proficient by subgroups, over time



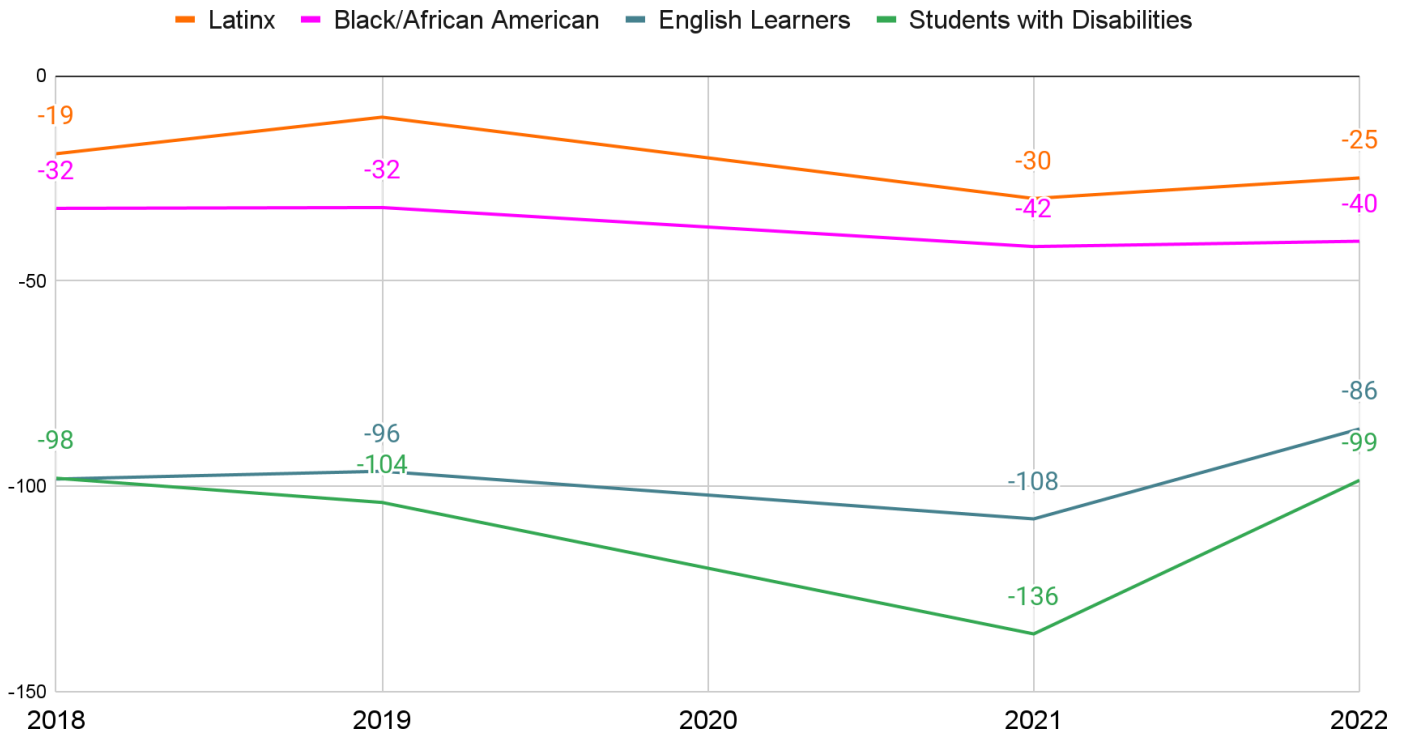
## Distance from Standard (ELA)

(positive numbers represent average score above the threshold for grade-level standard (level 3), negative numbers represent average score below the threshold for grade-level standard).

### ELA Distance from Standard (DFS) over time, by division

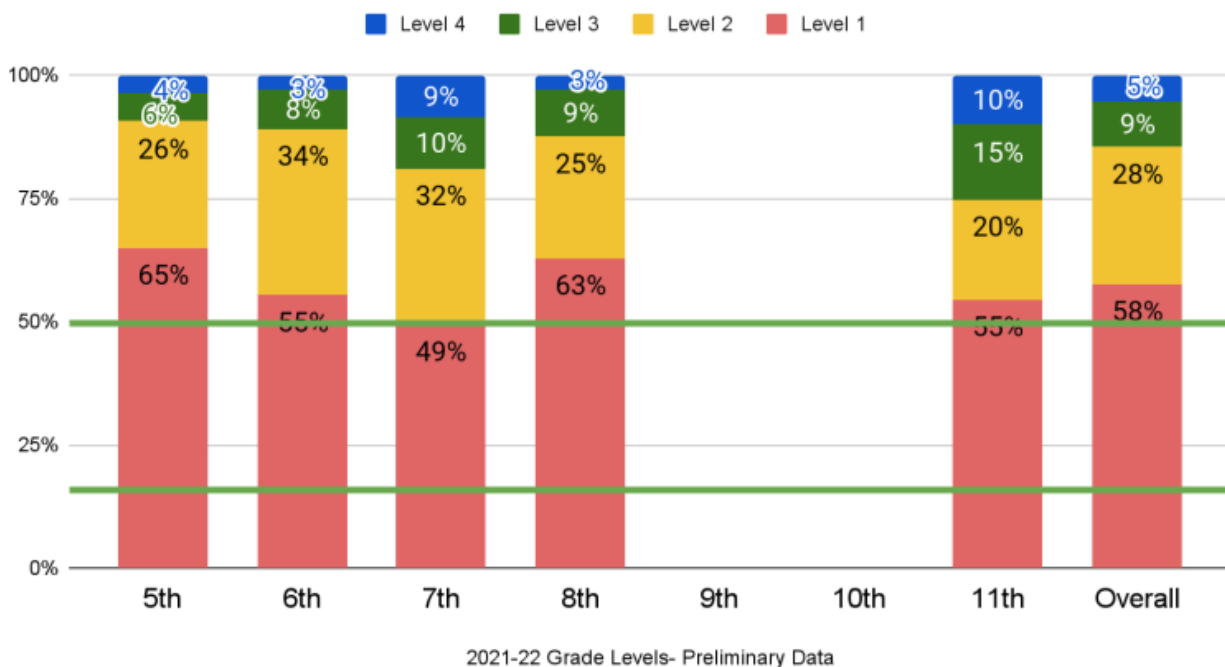


### ELA Distance from Standard (DFS) by student groups, over time

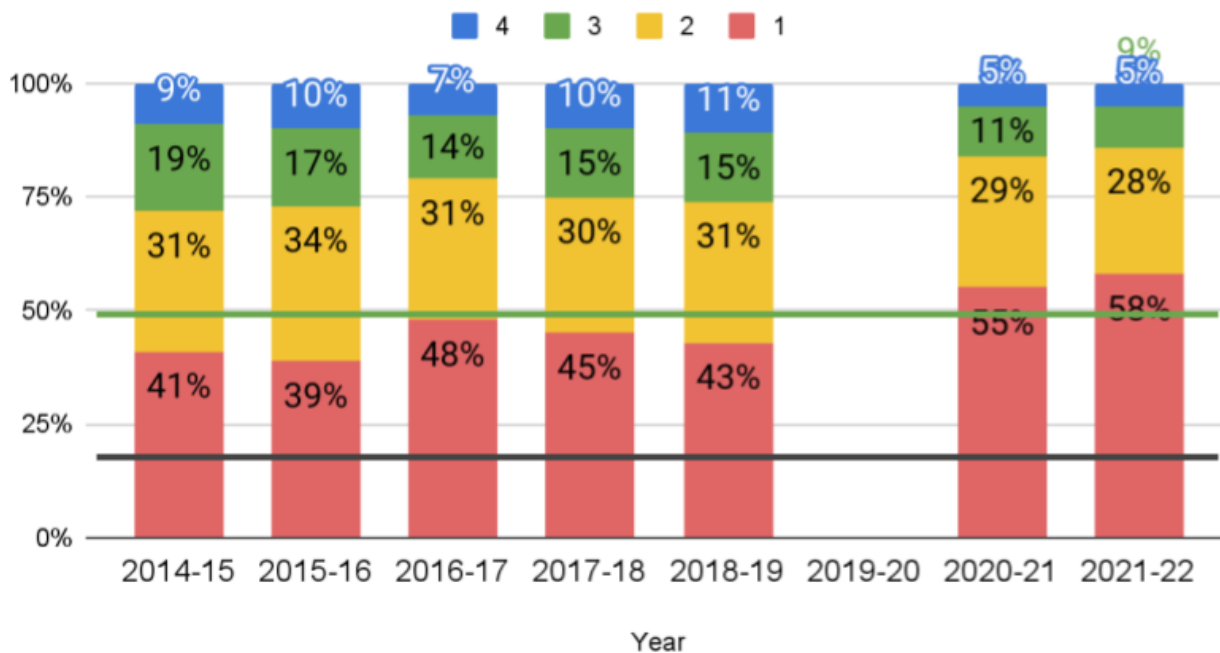


# Math SBAC Data (2021-22)

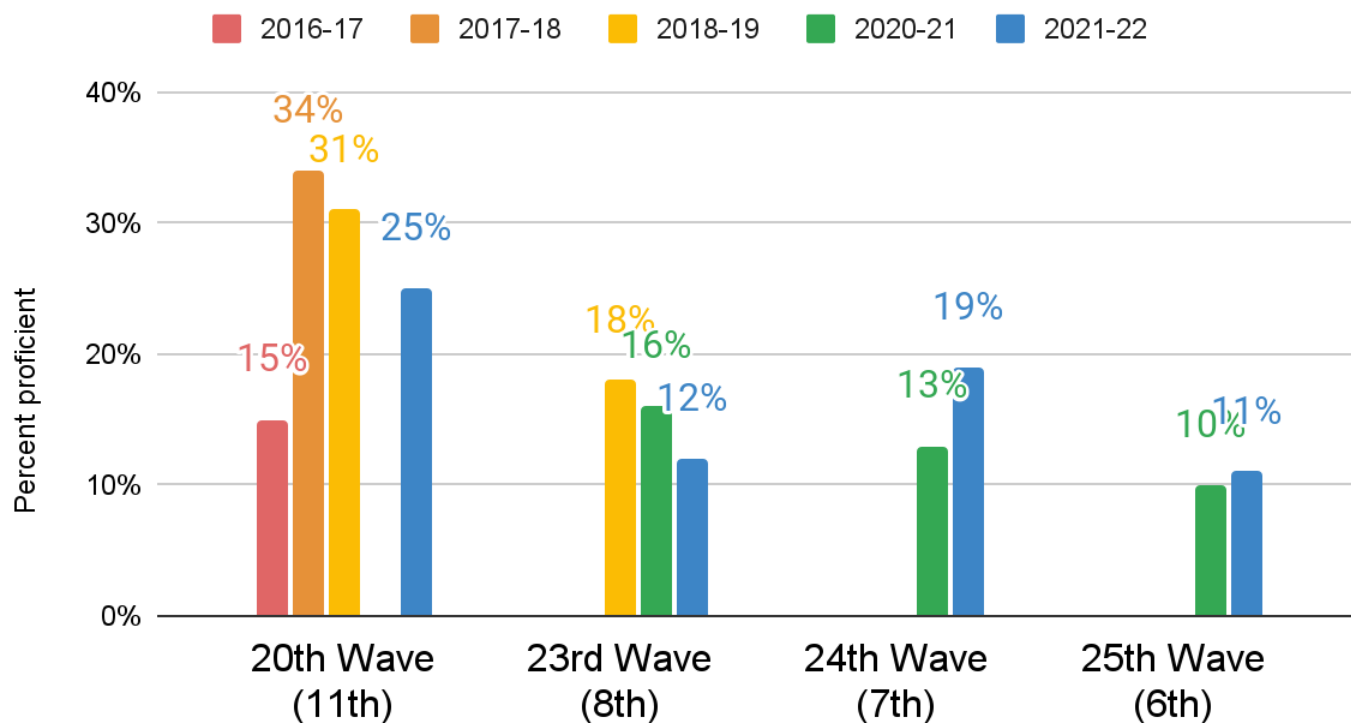
Math SBAC Achievement Levels, by grade level (MWA 2021-22)



Math SBAC Levels (all tested grades) over time

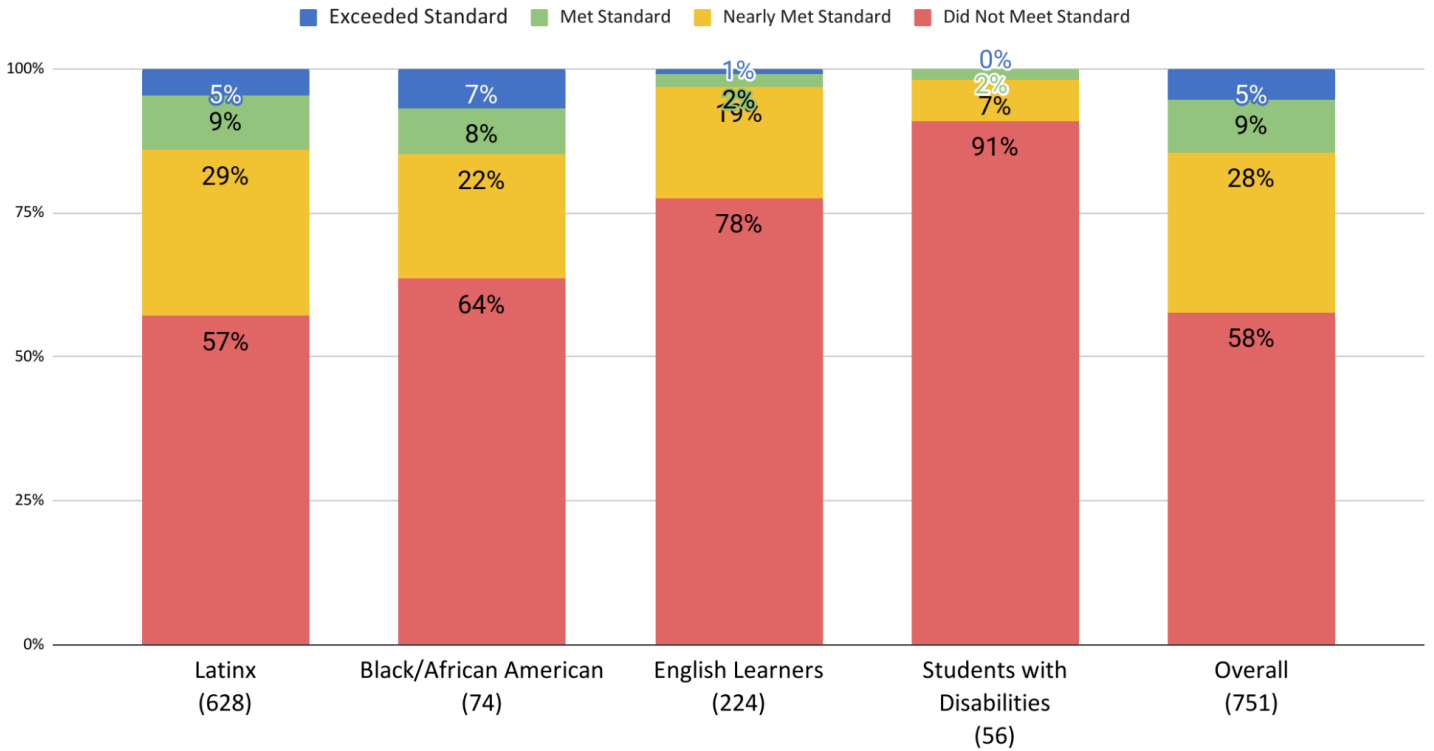


## Math SBAC, by cohort/wave, over time

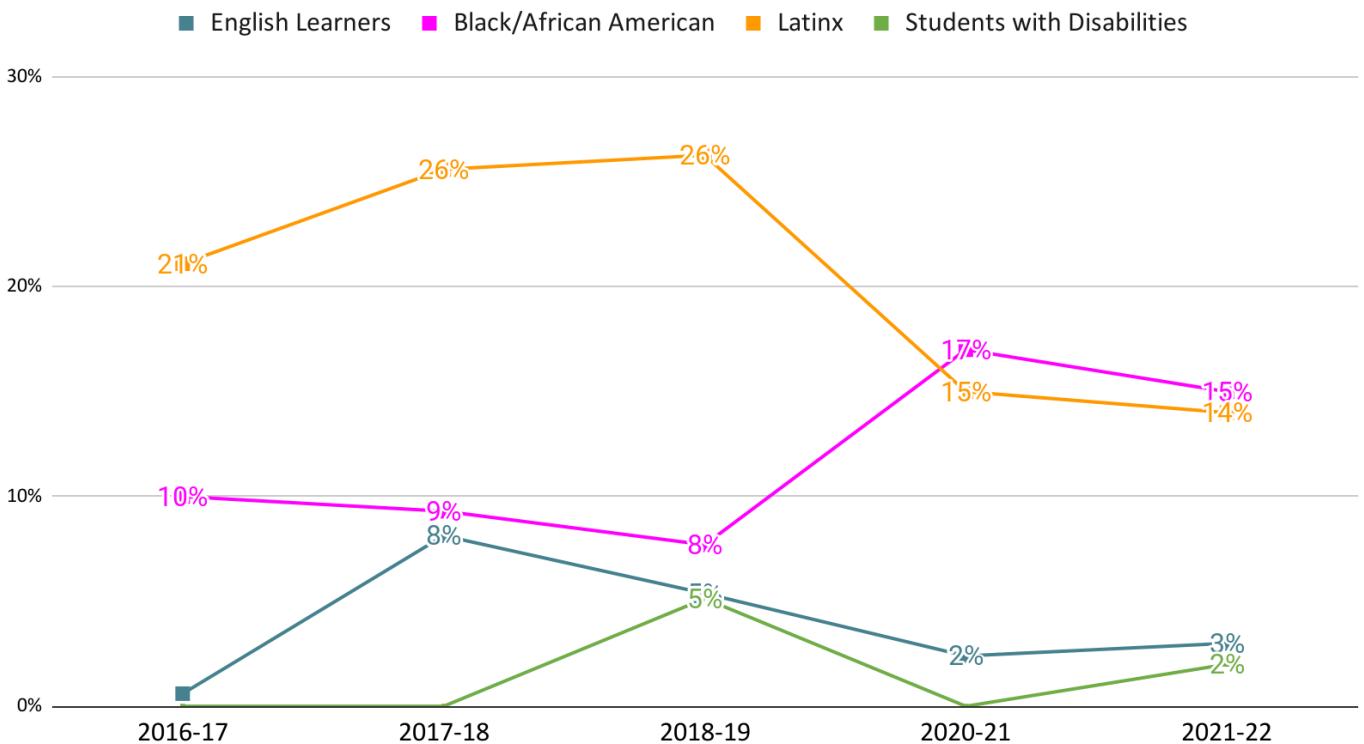


Students demonstrating proficiency in math			
Grade (in AY21-22)	# of students at level 3 ("met standard")	# of students at level 4 ("exceeded standard")	Total # of students tested
5th	9	6	160
6th	13	5	166
7th	17	14	164
8th	15	5	162
11th	15	10	99

### Math SBAC by Student Groups (all tested grades, 2021-22)



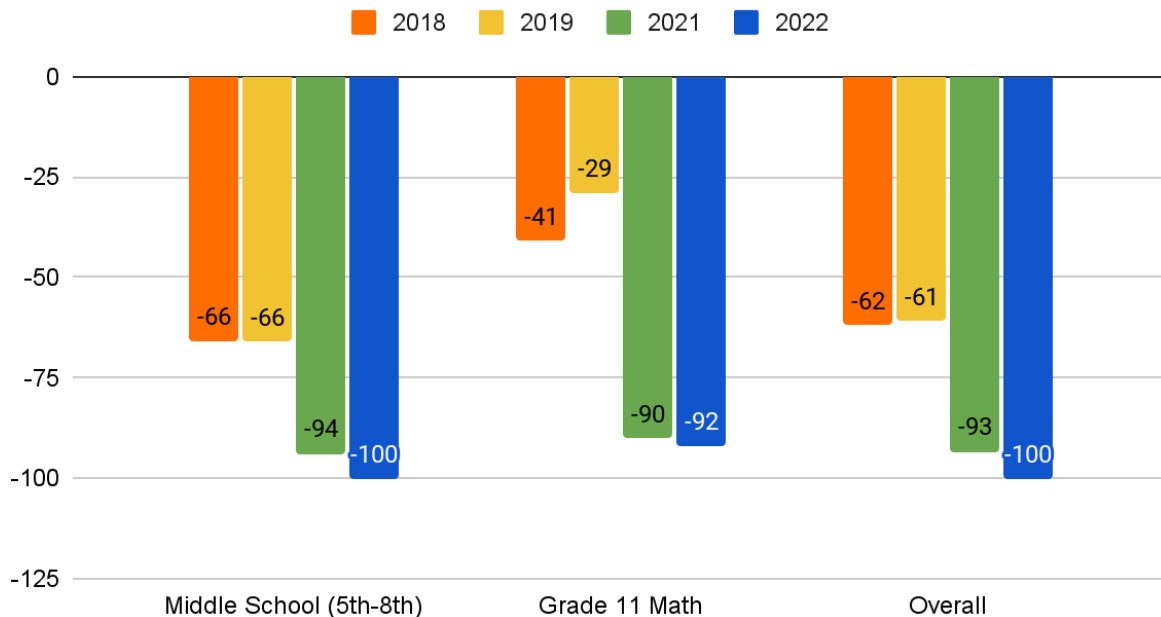
### Math SBAC, % proficient, by student groups, over time



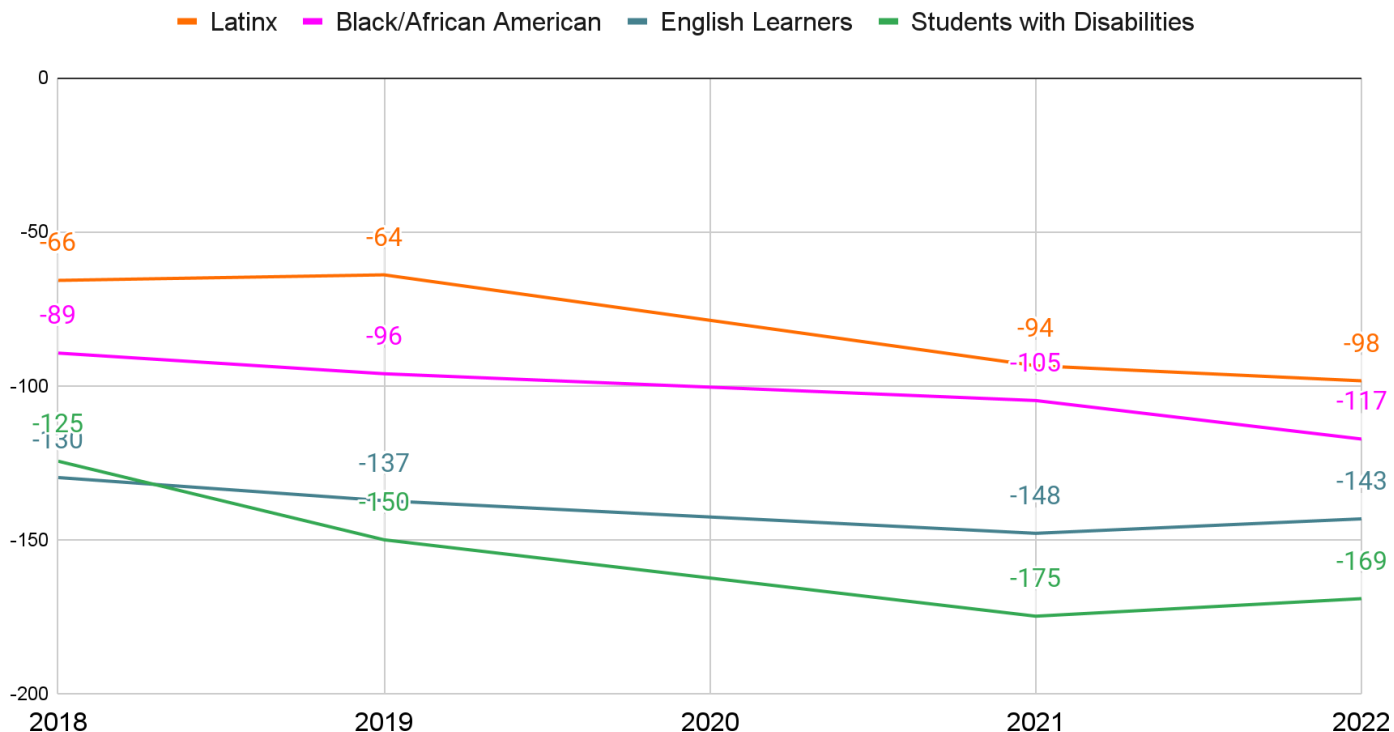
## Distance from Standard (Math)

- Positive numbers represent average score above the threshold for grade-level standard (level 3)
- Negative numbers (-) represent average score below the threshold for grade-level standard
- The closer the DFS is to zero (or greater than zero) the better

Math Distance from Standard (DFS) over time, by division



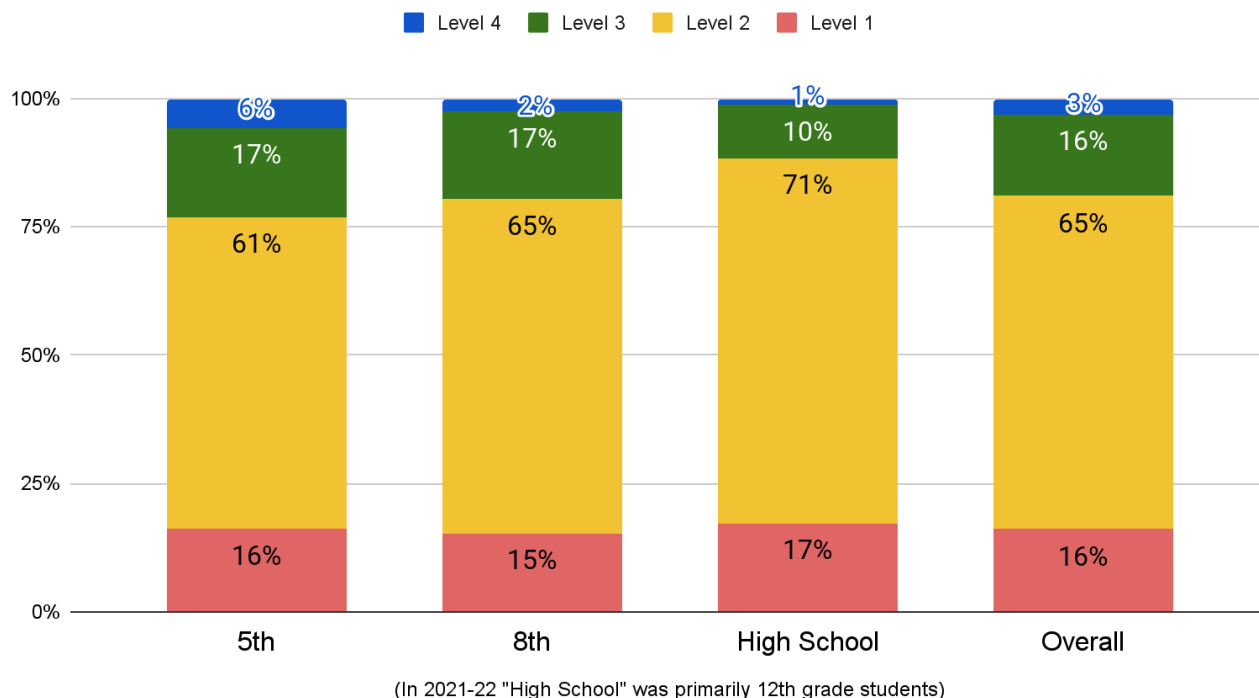
Math Distance from Standard (DFS) by student groups, over time



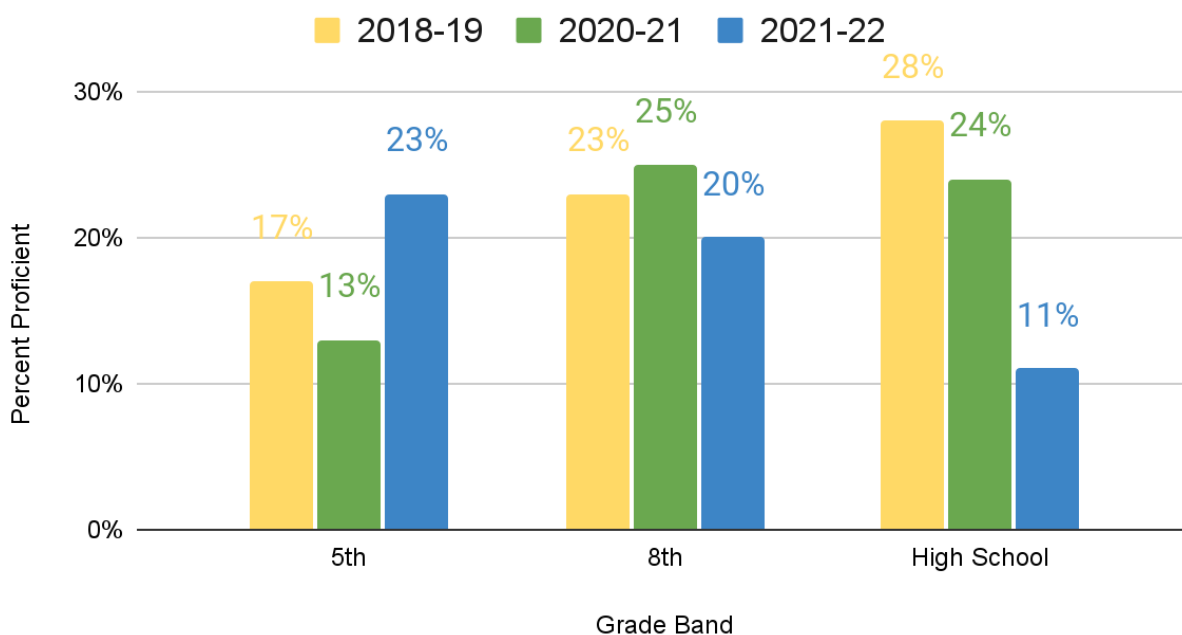
# Science (CAST) Data (2021-22)

The CAST (California Science Test) is administered in 5th grade, 8th grade, and once in high school.

CAST (Science) Achievement Levels, by Grade band (2021-22)



CAST proficiency, by grade level, over time

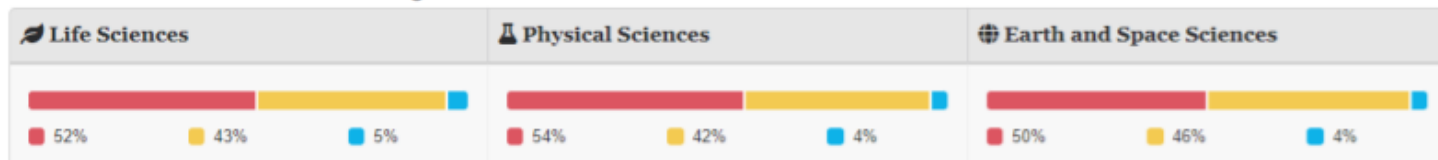


# CAST results by domain

## G5 Grade 5 CAST Summative

Overall Domain

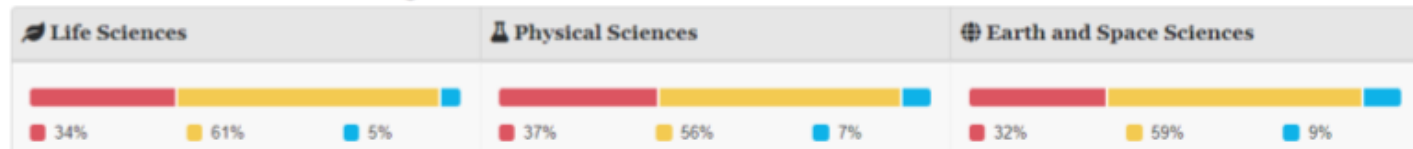
### Student Domain Level Distribution



## G8 Grade 8 CAST Summative

Overall Domain

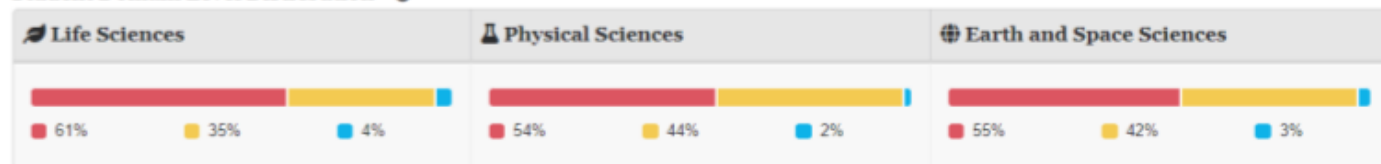
### Student Domain Level Distribution



## G12 Grade HS CAST Summative

Overall Domain

### Student Domain Level Distribution



Below Standard Near Standard Above Standard



# How are we using this data to guide instructional programs and planning this year?

## Assessment priorities:

1. Use **standards-aligned assessments**, utilizing different assessments for different purposes. *(We are using MAP/STAR diagnostics and IAB Interim Assessments to monitor our progress)*
2. Commit to **clear, school-wide dates** for some assessments (state assessments, interim and summative assessments).
3. Prioritize **data analysis/use of assessment data** (align PD calendar and assessment calendar). *(The first two data dives have happened already, including working with teachers around setting achievement goals.)*

Priority	Connection
Campus Safety	This year’s focus on campus safety, and on school culture and REPs, will allow us to create and improve the <b>classroom conditions of learning</b> .
Culture, REPs, and SOPs	
Instruction	In Tier 1 instruction, we are focused on: <ul style="list-style-type: none"> <li>• <b>High-expectations and grade-level</b>, standards-based materials, texts</li> <li>• Through committing to aligning, planning, and internalizing units and <b>curriculum</b>.</li> </ul>
Innovation	“ <b>Test and learn</b> ” approach to intervention with the revamped “ <b>Flex Period</b> ” (replacing Marlin Hour/DTI). Focused on: <ul style="list-style-type: none"> <li>• Reading “fluency” in our middle school ELA Labs</li> <li>• Instructional technology (IXL) in math lab</li> <li>• New, aligned ELD lesson format and resources, in preparation for an ELD curriculum pilot</li> <li>• Partnering with RT Fisher to consult on our intervention program, continuous improvement.</li> </ul>



# Coversheet

## CEO/Interim Principal Report

**Section:** III. Standing Reports  
**Item:** D. CEO/Interim Principal Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** MWA CEO Report to the MWA Board\_SEP 2022\_ABN.pdf  
Student-Facing REPs Relaunch.pdf  
Week 0 - REPs Relaunch.pdf



*Learn. Graduate. Give Back.*

## MWA CEO Report to the Making Waves Academy Board

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*September 2022*

### **2022-23 School Year Preparation & Launch**

The 2021-22 school year is behind us. We endured and persisted during the school year, and at the end of the year we celebrated our students through our seniors' college admissions/post-secondary decisions, 12<sup>th</sup> grade graduation, and 8<sup>th</sup> grade promotion.

I spent much of the spring and summer reflecting on the year, where we are at as school community, and what could serve as the best set of guiding principles and goals for the year. Through the feedback shared from parents, students, staff, and the Board. Here are some of the overarching principles and practices that are guiding the approach to the school year:

- **Back to Basics** – I am prioritizing things like:
  - communication
  - arrival and dismissal systems
  - facility care and maintenance
  - campus supervision systems and accountability
  - student uniform compliance
  - student discipline and restorative practices
  - viable and planned out school activities and professional development calendarsCreating a sense of safety, guidelines, consistency, and viable schedules and calendars are all things that contribute to students, staff, and parents feel “safer” and more supported.
- **Simple/Straightforward vs. Complex/Dynamic** – At MWA we have always tried to provide a multitude of supports for our students. In some cases, the complexity involved on making good on those supports is not tenable or sustainable. Supports are best when they are reliable and consistent – i.e. “guaranteed and viable”. So, this year, my consistent request is for staff to propose solutions and systems that are replicable and sustainable as much as possible – “under-promise and “over-deliver”.
- **Guaranteed and Viable Curriculum and Practices** – Instruction and use of curriculum is always best when it can be “guaranteed” (e.g. on-hand, fully developed, and standards-aligned) and it is “viable” (able to implemented consistently and sustainably).

## **Launch to the Year**

I approached this year almost as if it was a “start-up” year. With the material level of transition in leadership and a need to address some critical delivery-of-service areas, it is as if it were our first year as a school – i.e. new or refined systems, new leaders, and an expectation for things to be different. One advantage is some returning leaders and some strong and committed faculty and staff.

We were close to being fully staffed going into the last two weeks before the start of August training. And then, some faculty resigned, from both the middle and upper school divisions, through the first week or so of training. Fortunately, on-site substitute teachers who were hired to support us throughout the school year were already onboarded and in training. They have been deployed as long-term subs while we continue to look for teachers to fill these vacancies. Doing so allowed us to open the school year with a live instructor for most every classroom in the middle and upper school, even if in some cases, the courses are online courses through APEX (in the upper school).

The two new Assistant Principals, Eric Becker and Brian Jimenez, were hired by early July. By mid-July, Mr. Becker, Mr. Jimenez, and I were working together to begin planning August training and map out the school year connected to the four areas of focus for the year (see the last page). The three of us worked together to begin mapping out the professional development calendar for August training and the entire school year. We were able to deliver on both.

Using the 2022-23 school year areas of focus, we worked with leaders across the school to develop an August training and school year professional development calendar that both responded to critical feedback from last year but also addressed connection, instruction, and safety goals. The first step in that was choosing to conduct August PD in person versus through Zoom (which we opted for last year). Every day through the first week of training different teams were allowed to introduce themselves to the larger community. We also did several rounds of journey life map activities allowing different members of the community to get to know one another a bit better. Midway through training, the Friday professional development (PD) schedule for the entire school year was shared with faculty and staff.

In terms of curriculum and assessment, our assessment calendar is also set for the school year. We made some decisions that are aligned with making sure that we are clear with our reasoning for assessing and a commitment to evaluate the data in a timely way so that it can inform instruction. In terms of curriculum, we are aware that a tighter fidelity to the curriculum could help improve our results.

In the area of campus safety and culture our focus over the course of the first four weeks focused on arrival and dismissal, campus supervision and presence, and the REPs (Routines, Expectations, and Procedures). Refining and holding one another accountable for carrying out our supervision duties and being consistent with our REPs has been challenging at times. It is an evolving “work-in-progress”, but we continue to make it a priority. Overall, the campus feels different than last school year. Again, still much to do but staying committed to the work in front of us.

The new leaders, faculty, and staff appear to be up for the challenge. I have been happy with the way we have started the new school year. I think we are focusing on the right things. It will take time, persistence, and consistency to continue to make progress towards meeting our goals.

**Objectives for 2022-23**

My areas of focus and objectives can be found in the chart below. I have asked our Assistant Principals and leaders I directly supervise to align their goals and objectives with these four areas of focus. Each meeting I will provide updates and progress against these objectives.

Areas of Focus	Objectives
<i>Campus safety and culture</i>	Align and deploy resources to address campus safety, improve the sense of well-being on campus, and see improvements in school culture.
<i>Routines, Expectations, and Procedures (REPs) &amp; Standardized Operating Procedures (SOPs)</i>	Develop clear routines, expectations, and procedures that are both school-wide and differentiated by grade level and by functional area.
<i>Instruction</i>	Professional development plans, trainings, and meetings that are aligned with best practices, guaranteed and viable, and that can be implemented with fidelity in both school-wide and differentiated practices.
<i>Innovation</i>	Create opportunities and invite staff to pilot and “test and learn” different and new approaches to our instructional and non-instructional practices.

**Strategic Plan Updates**

No updates as of now. Patrick and I have had some conversations about how to move the work of the strategic plan forward. We know it will continue to entail collaboration across MWA and MWF (CAP).





# MWA REPs Relaunch



*Learn. Graduate. Give Back.*



# Table of Contents

1. Cell Phones
2. Uniforms
3. Punctuality
4. Passes
5. Common Spaces
6. Respect
7. Building Relationships





# Cell Phones





# Mission Connection: The why

- Appropriate technology use provides more opportunity for students to practice personal **responsibility**.
- “Real World Application”:
  - What does “practicing personal responsibility” with cell phones/electronics look like on a daily basis on campus? Name three ways.
  - What could be a result of using your cell phone during work shift and not during designated times? Name three things.





# Cell Phones/Electronics: MS

Cell phones and other electronics use are allowed on campus during **designated** times.

## Key Highlights:

**Students can use their cell phones/electronics:**

- **Before School**
- **After School**



*\*We are a 21<sup>st</sup> century school. Our goal is to emulate “real world” practices and practice using technology responsibly during appropriate times.\**





# Cell Phones/Electronics: US

Cell phones and other electronics use is allowed on campus during **designated** times.

## Key Highlights:

**Students can use their cell phones/electronics during:**

- Before and After school
- Lunch
- Break
- Passing Period



*\*We are a 21<sup>st</sup> century school. Our goal is to emulate “real world” practices and practice using technology responsibly during appropriate times.*



# Cell Phones/Electronics: Procedures

## Reminders:

- No cellphones **visible** in classrooms this year because we have Chromebooks. 😊
- Students using cellphone/electronics outside of approved times will be subject to the following consequences:
  - **1st Time:** Warning given by teacher (teacher may confiscate phone and return it at the end of class if teacher desires)
  - **2nd Time:** Confiscated and returned to student at the end of day. Parent notified\* (DoS/ Front Office). - Make sure it is labelled with name before turning in to the front office\*
  - **3rd Time:** Confiscated and parent/guardian must pick up phone from the office at the end of the day, and issued a lunch detention
  - **4th Time:** Checked in daily at the office before school, serve lunch detention for a week



# Implementation

- Appropriate technology use provides more opportunity for students to practice personal **responsibility**.
- **Establish** your cell phone expectations on day 1
- **Revisit** these expectations daily at the beginning of class as needed
- **Develop** a classroom culture that is engaged, remind students that they don't have time to be on their phones in your class, this is a space for them to work
- **Provide** students with activities that engaged them and reinforce your desired classroom culture.





# Supporting Your Students

- How would you handle the following situations?
  - “My mom is calling”
  - “I’m not feeling well, I need to call my parents to pick me up.”
  - “I need to contact my parent to coordinate a ride home today.”
  - “You aren’t allowed to take my phone.”
  - “I have a family emergency, I need to have access to my phone.”
  - “Please don’t take my phone, I need it. I won’t do it again, I promise.”
  - “This isn’t my phone.”



# Students Refusing to Surrender Phone

- If a student refuses to give you their phone:
  - Let them know that the phone will be placed in a secure location
    - Many times students are concerned that it will be lost/damaged
  - Be compassionate and firm.
  - Have a campus supervisor escort them to the DOS to deliver their phone directly.





# Clarifying Questions for D.O.S.?

- Submit your questions here: [Questions for DOS](#)

# Uniforms



# Uniforms & Using Resources Correctly



# Mission Alignment: Why Uniforms

- Not an option but an expectation
- It is representative of commitment to community and scholarship
- Safety - our campus is made much more secure by being able to easily identify our students
- Dressing is a form of self-expression, but it is not the ONLY, nor arguably the most important form of self-expression
- reduces equity issues related to status and socioeconomic (“class”)
- Helps students prioritize substance rather than appearance and invest their time likewise





# What does proper uniform look like?

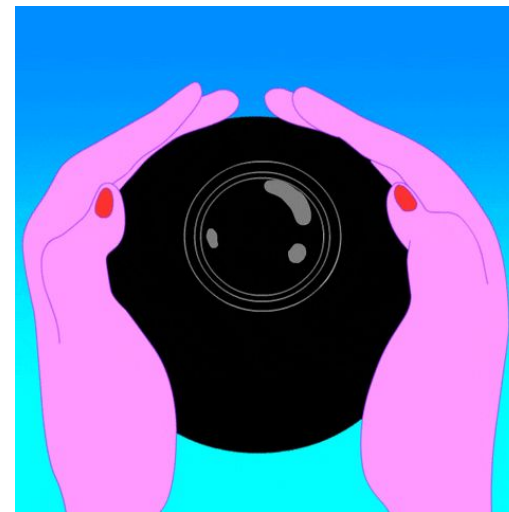
- Making Waves sky blue or white polo
- Navy blue, khaki uniform pants, shorts, or skirts (3 in above knee)
- School-Appropriate hoodies/jackets
- ID's/ lanyards around your collars
- Masks covering nose and mouth



# What does proper uniform **NOT** look like?

---

- Ripped jeans
- Skinny pants
- Slides/flip flops/crocs
- Any inappropriate logos (alcohol, cannabis brands, Cookies, etc.)
- Skin-Baring Attire\*
- Sagging Pants
- Hoods/Hats (inside the building at any time)



# What can/can't I wear in the classroom?

When you enter a building:

- Hats off
- Hoods off
- No earbuds/headphones

When you enter a classroom:

- Outside jackets off



# College Attire Days

*(Every Friday, Teachers Too!)*

## Allowed:

- Any pants, skirts, shorts, bottoms, sweaters, hoodies, jackets, or accessories representing official colleges and universities
- College hoodies/outwear allowed in classrooms/learning spaces

## Not Allowed:

- Sagging bottoms
- Open toe shoes
- JEANS





# Casual Dress Day

Casual dress is **NOT** free dress.

Casual dress days will be announced in advance and placed on the calendar.

Jeans **ARE** allowed!

## Not Allowed:

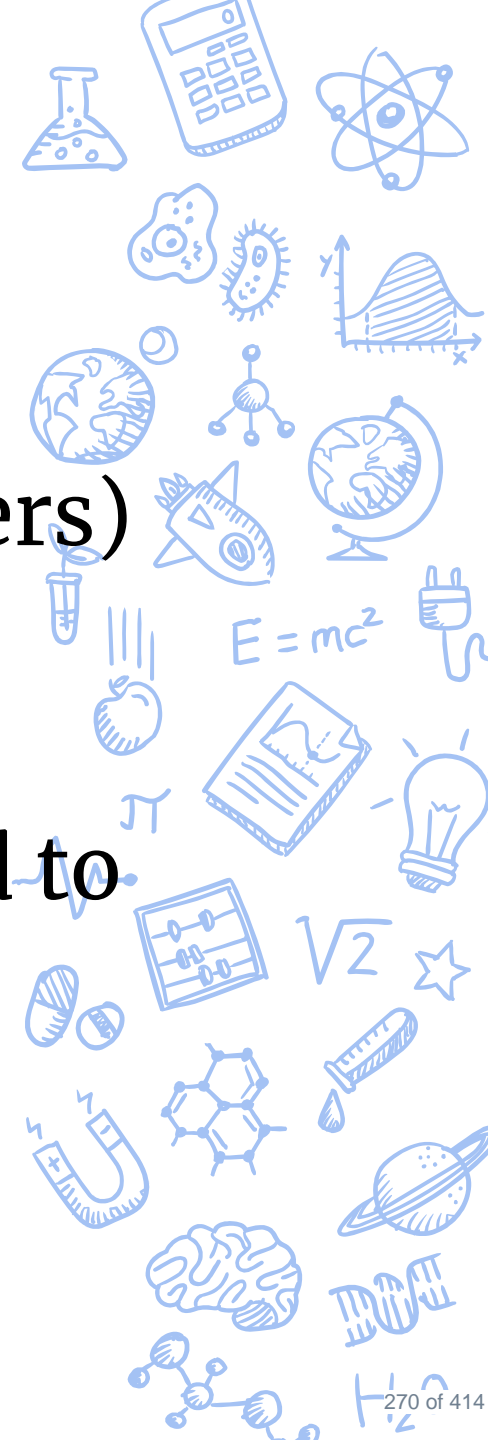
- Sagging bottoms
- Open toe shoes–i.e. Crocs/Slides
- No ripped or tattered clothing
- No skin-baring tops or tank tops
- No inappropriate logos or images that depict illicit or illegal activity
- Bottoms may not be more than 3 inches above the knee



# Out of Uniform Consequences

---

- First two days, grace period (teacher reminders)
- Next two weeks of school, sweeps will be conducted by DOS and the administration.
- If you are out of uniform, you will either need to take a loaner or have your parents/guardians bring you a uniform to school



# Punctuality





# Monitoring During Passing Period

- Students must be monitored during passing periods
  - Teachers will stand outside the classroom to supervise students and facilitate students arriving to class on time
  - In addition to this campus supervisors will be stationed at different areas, especially hot spots
  - (places where students like to hide out) during passing period
- **If you see students lingering and the bell is about to ring, make sure to prompt that student to hurry to class so that they arrive on time**



# Mission Alignment: Why Punctuality?

- Builds life skills
- Develops commitment and routine
- Builds responsibility

# Punctuality



- You must be on time to every class, everyday.
- You will show up to class prepared with all of your materials
- You will be to participate and engage in class

# Passes





# Tardies/Skipping Class Consequences

- If you are late, you must have a pass either from the office, a teacher, social worker, or dean and take that to your teacher
- Your teacher may call to verify your late pass
- If you skip class, you will receive a lunch detention
- If you continue to show up late to class, you will have a restorative meeting with Deans, APs, and parents/guardians



**MWA HALL PASS**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

To:  Bathroom       Library       Office  
 Dean of Students       Locker       MPR  
 Other: \_\_\_\_\_

Message: \_\_\_\_\_

Signed: \_\_\_\_\_ Time: \_\_\_\_\_


Left (signed): \_\_\_\_\_ Time: \_\_\_\_\_



# Tardies/Skipping Class



If a student arrives late to your class without a pass and no excuse for being late

- For Upper School students, teachers will mark students as late in Powerschool (pending attendance office approval). If the behavior continues they will participate in a restorative conversation with the teacher during lunch or break.
- For Middle School students student will receive a warning for first tardy, if the behavior continues they will participate in a restorative conversation with teacher during lunch or break
- If the behavior persists after a restorative conversation you may refer the student to the deans through  **kickboard™** and notify parents

# Mission Alignment: Why Passes?

- **As MWA staff, it is our job to know where students are at all times because we want to make sure that you are always SAFE!**
- **This is a way to ensure that students are in the classroom as much as possible**
- **We want you to learn!**

# Bathroom Passes

- Students must sign in and out on the bathroom sign out sheet.
- Students must use bathroom passes
- Only ONE student at a time
- Keep your bathroom break to a reasonable amount of time (3-5 minutes).

**Delaplaine MS2-213**  
Bathroom Pass

**Delaplaine MS2-213**

Bathroom Pass

# Hall Passes

- Students MUST have a hall pass when out of class no matter what.
- Your hall pass will be confirmed by a staff member
- Any staff can ask any student to see their hall pass.

**MWA HALL PASS**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

To:  Bathroom  Library  Office  
 Dean of Students  Locker  MPR  
 Other: \_\_\_\_\_

Message: \_\_\_\_\_

Signed: \_\_\_\_\_ Time: \_\_\_\_\_

Left (signed): \_\_\_\_\_ Time: \_\_\_\_\_



# Common Spaces



# Mission Alignment: Why Common Space

- Keep our campus clean
- Safety first
- Take pride in our school community

# Open Learning Spaces

Students should use open learning spaces when...

- They have explicit permission from their teachers.
- They have completed a specific amount of classwork as detailed by their teacher.

Students should NOT use open learning spaces when ...

- They have a substitute teacher
- They are not being supervised by their teacher
- They are not being productive
- They are on a break
- They are eating



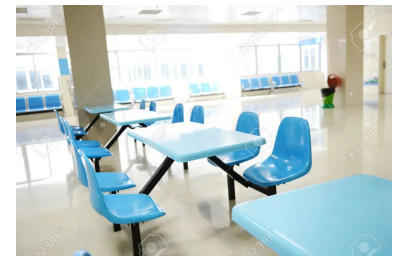
# MS Dining Commons



- **During recess or lunch students will be dismissed from the dining commons by table**
  - Students will raise their hands to let an adult know that they are finished eating and ready to clean up
  - An adult on supervision will come and supervise while students throw away garbage and wipe table if necessary
  - Students may only be dismissed as a table when table and area around the table on the floor is clean
- **If students leave without following these expectations:**
  - Student will receive a warning the first time, if the behavior continues they will participate in a restorative conversation with teacher during lunch or break
  - If the behavior persists after a restorative conversation you may refer the student to the deans through Kickboard and notify parents



# US Dining Commons



**For Upper School adults on supervision duty report to dining commons at the start of lunch**

- During break or lunch, the expectation for students is that they will clean up after themselves.
- If students leave without following the expectation to clean up after themselves:
  - Student will receive a warning the first time, if the behavior continues they will participate in a restorative conversation with teacher during lunch or break
  - If the behavior persists after a restorative conversation you may be asked to talk to a dean and parents will be notified
- **Reminder: Dining Commons are off limits EXCEPT during lunch and before school**

# Hallways & Walkways

In effort to keep our campus safe, teachers stand in front of their classroom or in the hallways during our transition periods. Remember to...

- Be mindful of others as they pass by you
- Walk, don't run in the hallways
- Use the RIGHT SIDE of the staircase when going up/ coming down.
- Students may not use the elevator unless they have a pass (issued by front office or Dean)

Help keep our campus beautiful! When outside...

- Use the paved walkways- Always use the crosswalks when crossing the road!
- Stay off of the mulched area and plants.
- Dispose of trash in the receptacles.
- Limit horseplay - no roughhousing!

# REPs for Restrooms

**Students are not excused to the restroom during the first and last 10 minutes of class.** Try to use the restroom during your break, lunch, and transitions.

- Make sure you sign out/in using the sheets provided
- Ask for a bathroom pass.
- You should be gone no more than five minutes. After 10 minutes students will be marked skipped.
- Only one student may be excused at a time
- Excessive restroom use results in a follow up conversation with the student with and/or family (in case of underlying medical condition).

# REPs for DRILLS

**Every drill must be treated as if it were a real emergency.** During any drill students should be instructed to...

- Remain at VOICE LEVEL 0 at all times.
- Exit the building quickly, safely, and quietly.
- Follow the teacher as you exit the classroom (do not leave first).
- Remain with their class/ cohort if and when possible.
- Line up single-file in the designated area.
- Wait at VOICE LEVEL 0 for the “all clear” and exit instructions.

# Respect





# Respect

Why Respect?  
Defining Respect  
Behavior  
Interventions





# Why is respect important?

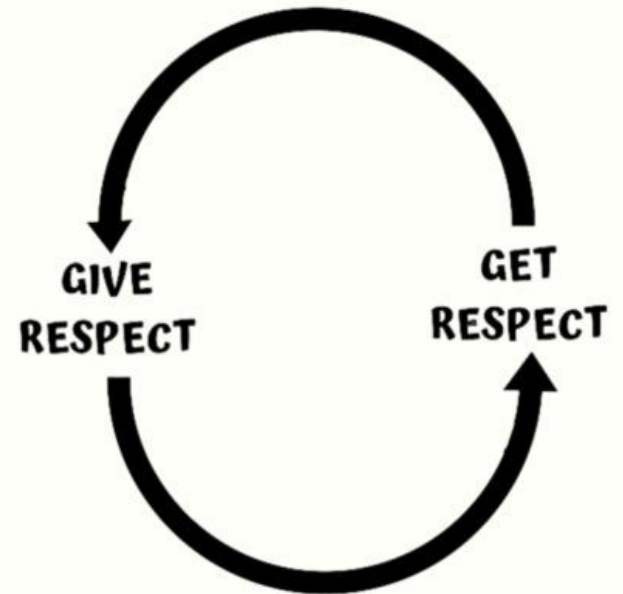


# MWA Core Value: “Respect”

## Defining Respect

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

- 1. If an adult on campus asks a student to do something, the student is expected to listen and follow directions (unless it’s immoral or illegal)**
- 2. Profanity and derogatory terms are always unacceptable**
- 3. Students and staff must treat each other with empathy and validate their emotions.**
- 4. Students should not talk over each other or the teacher while classroom instruction is in session. (one mic)**





# Why Respect?

## WHY /RESPECT/ MATTERS

**REPS Reflect Respect**

**1**

*Being respected in our everyday interactions matters to our quality of life.*

**2**

*Being treated with respect is a sign that we belong in a community or society.*

**3**

*Respect provides an important foundation for equal treatment.*

**4**

*Respect is the basis for relational equality.*

**5**

*Self-respect is important to individual flourishing.*

# Behavior Interventions

- First Offense:
  - Restorative Conversation with the scholar/s who is being disrespectful (model the appropriate behavior)
  - Call home (parent/guardian)
  - Document on Kickboard
- Second Offense:
  - Restorative circle with all parties who were impacted by the situation
  - Restorative Community Project during lunch.
  - Document on Kickboard
- 3rd Offense:
  - SST meeting with (teachers, APs, Parents, Social Worker and DOS)
  - Behavioral Intervention Plan

\*Depending on the severity of the infraction scholars can receive suspension\*





# Building Healthy Relationships





# Building Relationships

Why build relationships?

. Mindset

. Strategies



# Why Healthy Relationships?

## Elbow Partner Share:

- What are “healthy relationships”?
- Why do you feel like having healthy relationships is important?



# Why Relationships?

“Relationships show us how to love and be loved as well as who we want to be in life and whom we don't. “

*“Having serious trusting relationships allows us to truly be our true selves”*

Creating and sustaining safe, stable, nurturing relationships and environments for all children and families can prevent (ACEs Adverse Childhood Experiences) and help all children reach their full potential.”



# Why Relationships?



# Why Relationships?

We cannot heal a relationship that never developed.

We cannot repair what was never built.

We cannot restore what never existed.



# Tips on building relationships

*Building relationships is about...*

- Keep your hands to yourself
- Respect others boundaries
- check your own emotions first
- maintain a neutral tone
- focus on the behavior, not the person



# Thank you.



*Learn. Graduate. Give Back.*





# MWA REPs Relaunch

**Presenter(s):** Teacher leaders, Deans, AP's

**Date:** 8/1/22



*Learn. Graduate. Give Back.*



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1. Uniforms
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6. Cell Phones
7. Building Relationships







# Uniforms

# Uniforms & Using Resources Correctly





# What does proper uniform look like?

- Making Waves sky blue or white polo
- Navy blue, khaki uniform pants, shorts, or skirts (3 in above knee)
- School-Appropriate hoodies/jackets
- ID's/ lanyards around their collars
- Masks covering nose and mouth





# What can/can't I wear in the classroom?

When you enter a building:

- Hats off
- Hoods off
- No earbuds/headphones

When you enter a classroom:

- Outside jackets off



# College Attire Days

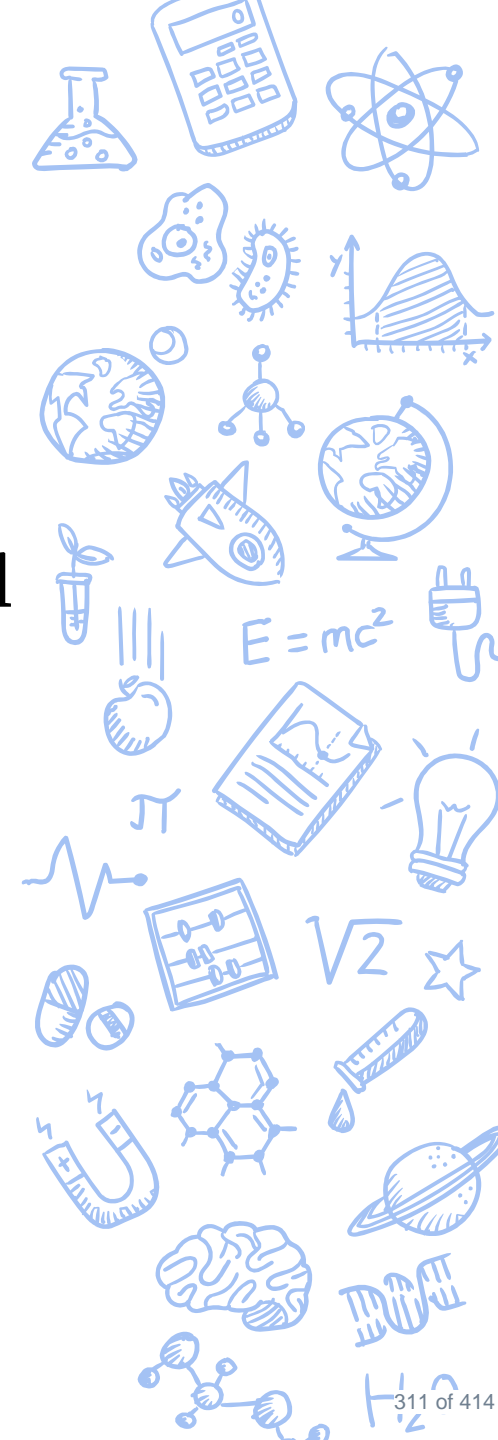
*(Every Friday, Teachers Too!)*

## Allowed:

- Any pants, skirts, shorts, bottoms, sweaters, hoodies, jackets, or accessories representing official colleges and universities
- College hoodies/outwear allowed in classrooms/learning spaces

## Not Allowed:

- Sagging bottoms
- Open toe shoes





# Enforcement of Uniform

---

- First two days, grace period (teacher reminders)
- Next two weeks of school, sweeps will be conducted by DOS and the administration.
- Following that two-week period, homeroom/ advisory teachers will be the ones primarily responsible for documenting dress code violations and communicating with DOS.
  - Other teachers should also make notes of dress code violations and communicate with advisors as needed (especially for students who often miss advisory).





# Punctuality



# Monitoring During Passing Period

- Students must be monitored during passing periods
  - Teachers will stand outside the classroom to supervise students and facilitate students arriving to class on time
  - In addition to this campus supervisors will be stationed at different areas, especially hot spots
  - (places where students like to hide out) during passing period
- **If you see students lingering and the bell is about to ring, make sure to prompt that student to hurry to class so that they arrive on time**



# Tardies/Skipping Class



**MWA HALL PASS**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

To:  Bathroom       Library       Office  
 Dean of Students       Locker       MPR  
 Other: \_\_\_\_\_

Message: \_\_\_\_\_

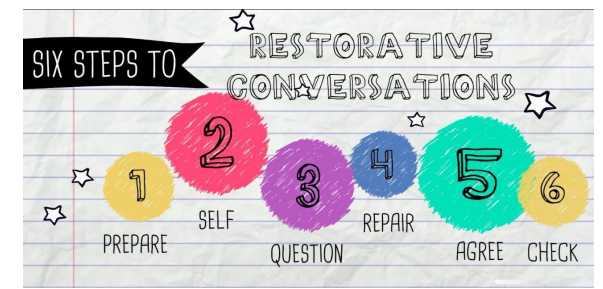
Signed: \_\_\_\_\_ Time: \_\_\_\_\_

Left (signed): \_\_\_\_\_ Time: \_\_\_\_\_


If a student arrives to your class tardy:

- First, ask the student for a pass.
- If the student does not have a pass and lets you know they were with an adult, you may call or slack to verify. You may instruct student to return to the teacher or adult they were with to retrieve a pass, however a call or Slack may be best rather than sending the student out of the class where they may wander around or skip class.
- If you notice this a recurring behavior and the student appears to be avoiding class, note in kickboard and follow up with a Restorative Conversation.

# Tardies/Skipping Class



If a student arrives late to your class without a pass and no excuse for being late

- For Upper School students, teachers will mark students as late in Powerschool (pending attendance office approval). If the behavior continues they will participate in a restorative conversation with the teacher during lunch or break.
- For Middle School students student will receive a warning for first tardy, if the behavior continues they will participate in a restorative conversation with teacher during lunch or break
- If the behavior persists after a restorative conversation you may refer the student to the deans through  **kickboard™** and notify parents



# Passes



# Bathroom Passes

- Students must sign in and out on the bathroom sign out sheet.
- They must keep their bathroom break to a reasonable amount of time (3-5 minutes).
- Keep sign out sheets for a month/quarter as a record for grade level meetings/parent conversations.
- Use your discretion when permitting students to use the bathroom.

**Delaplaine MS2-213**  
Bathroom Pass

**Delaplaine MS2-213**  
Bathroom Pass

**Pro-Tip:**  
Sharpie your building number/room number/floor number on your pass.

# Hall Passes

- Students **MUST** have a hall pass when out of class no matter what.
- Elevators require passes administered by the office.
- Check the **time** and **date** when reviewing a hall pass.
- Use **pen** when filling out passes.
- Call a teacher if you want to confirm legitimacy of pass.
- Any teacher can ask any student to see their hall pass.
- <sup>17</sup> Keep hall passes secure.

**HALL PASS**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

To:  Bathroom  Library  Office  
 Dean of Students  Locker  MPR  
 Other: \_\_\_\_\_

Message: \_\_\_\_\_

Signed: \_\_\_\_\_ Time: \_\_\_\_\_

Left (signed): \_\_\_\_\_ Time: \_\_\_\_\_

Pro-Tip:  
If you feel comfortable,  
you can ask the  
student to fill out the  
pass and then you sign  
it.



# Common Spaces





# Open Learning Spaces

Open learning spaces must be monitored at all times. Students should use open learning spaces when...

- They have explicit permission from their teachers.
- They have completed a specific amount of classwork as detailed by their teacher.

Students should NOT use open learning spaces when ...

- They have a substitute teacher
- They are not being supervised by their teacher
- They are not being productive
- They are on a break
- They are eating



Teachers: make sure that the area is clean and furniture is neatly in place after your students use these spaces (prior to transition).

# MS Dining Commons



**For Middle School, all adults on supervision duty report to dining commons at the start of lunch regardless of where your assignment is. All hands on deck while students are eating.**

- **During recess or lunch students will be dismissed from the dining commons by table**
  - Students will raise their hands to let an adult know that they are finished eating and ready to clean up
  - An adult on supervision will come and supervise while students throw away garbage and wipe table if necessary
  - Students may only be dismissed as a table when table and area around the table on the floor is clean
- **If students leave without following these expectations:**
  - Student will receive a warning the first time, if the behavior continues they will participate in a restorative conversation with teacher during lunch or break
  - If the behavior persists after a restorative conversation you may refer the student to the deans through Kickboard and notify parents

# US Dining Commons



**For Upper School adults on supervision duty report to dining commons at the start of lunch**

- During break or lunch, the expectation for students is that they will clean up after themselves.
- Adults on supervision will float around to ensure that students are cleaning up after themselves before leaving the dining commons.
- If students leave without following the expectation to clean up after themselves:
  - Student will receive a warning the first time, if the behavior continues they will participate in a restorative conversation with teacher during lunch or break
  - If the behavior persists after a restorative conversation you may refer the student to the deans through Kickboard and notify parents

# Hallways & Walkways

In effort to keep our campus safe, teachers must have a presence in our hallways. As a rule, teachers must stand in front of your classroom or in the hallway during transition periods. Remember to...

- Greet student as they enter the classroom.
- Monitor hallways to ensure students are passing quickly and safely.
- Remind students to be mindful of others as the pass.
- Walk, don't run in the hallways.
- Use the RIGHT SIDE of the staircase when going up/ coming down.

Help keep our campus beautiful! When outside, remind students to...

- Use the paved walkways.
- Stay off of the mulched area and plants.
- Dispose of trash in the receptacles.
- Limit horseplay.

# REPs for Restrooms

**Students are not excused to the restroom during the first and last 10 minutes of class.** Remind students to use the restroom during their break, lunch, and transitions. When you excuse students for restroom use...

- Make sure they sign out/in using the sheets provided.
- Remind students that they should be gone no more than five minutes. After 10 minutes students will be marked skipped.
- Only one student may be excused at a time from your classroom.
- Excessive restroom use results in a follow up conversation with the student with and/or family (in case of underlying medical condition).

Teachers: actively monitor restrooms in your area or as you pass by. If you hear commotion in the restroom, direct students to quickly finish up and exit the restroom.

# REPs for DRILLS

**Every drill must be treated as if it were a real emergency.** During any drill students should be instructed to...

- Remain at VOICE LEVEL 0 at all times.
- Exit the building quickly, safely, and quietly.
- Follow the teacher as you exit the classroom (do not leave first).
- Remain with their class/ cohort if and when possible.
- Line up single-file in the designated area.
- Wait at VOICE LEVEL 0 for the “all clear” and exit instructions.

Teachers: During a drill, remember to quickly access your RED Folder, safety vest, and first-aid kit. Lead your students to the designated area (do not allow students to lead). Model VOICE LEVEL 0 as you exit the building (peace up!). Redirect students who are not following protocol.



# Cell Phones







# Cell Phones/Electronics: MS

Cell phones and other electronics use is allowed on campus during **designated** times.

## Key Highlights:

**Students can use their cell phones/electronics:**

- Before School
- After School



*\*We are a 21<sup>st</sup> century school. Our goal is to emulate “real world” practices and practice using technology responsibly during appropriate times.\**



# Cell Phones/Electronics: US

Cell phones and other electronics use is allowed on campus during **designated** times.

## Key Highlights:

**Students can use their cell phones/electronics during:**

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- Lunch
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- Passing Period



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# Cell Phones/Electronics: Procedures

## Reminders:

- No cellphones **visible** in classrooms this year because we have Chromebooks. 😊
- Students using cellphone/electronics outside of approved times will be subject to the following consequences:
  - **1st Time:** Warning given by teacher (teacher may confiscate phone and return it at the end of class if teacher desires)
  - **2nd Time:** Confiscated and returned to student at the end of day. Parent notified\* (DoS/ Front Office). - Make sure it is labelled with name before turning in to the front office\*
  - **3rd Time:** Confiscated and parent/guardian must pick up phone from the office at the end of the day
  - **4th Time:** Checked in daily at the office before school

**Warning first 2 days of school. After August 15th, follow the process above.**



# Mission Connection: The why

- Appropriate technology use provides more opportunity for students to practice personal **responsibility**.
- “Real World Application”:
  - What does “practicing personal responsibility” with cell phones/electronics look like on a daily basis on campus? Name three ways.
  - What could be a result of using your cell phone during work shift and not during designated times? Name three things.





# Implementation

- Appropriate technology use provides more opportunity for students to practice personal responsibility.
- **Establish** your cell phone expectations on day 1
- **Revisit** these expectations daily at the beginning of class as needed
- **Develop** a classroom culture that is engaged, remind students that they don't have time to be on their phones in your class, this is a space for them to work
- **Provide** students with activities that engaged them and reinforce your desired classroom culture.





# Supporting Your Students

- How would you handle the following situations?
  - “My mom is calling”
  - “I’m not feeling well, I need to call my parents to pick me up.”
  - “I need to contact my parent to coordinate a ride home today.”
  - “You aren’t allowed to take my phone.”
  - “I have a family emergency, I need to have access to my phone.”
  - “Please don’t take my phone, I need it. I won’t do it again, I promise.”
  - “This isn’t my phone.”



# Students Refusing to Surrender Phone

- If a student refuses to give you their phone:
  - Let them know that the phone will be placed in a secure location
    - Many times students are concerned that it will be lost/damaged
  - Be compassionate and firm.
  - Have a campus supervisor escort them to the DOS to deliver their phone directly.





# Clarifying Questions for D.O.S.?

- Submit your questions here: [Questions for DOS](#)

# Respect





# Respect

Defining Respect

. Why Respect?

. Behavior  
Interventions

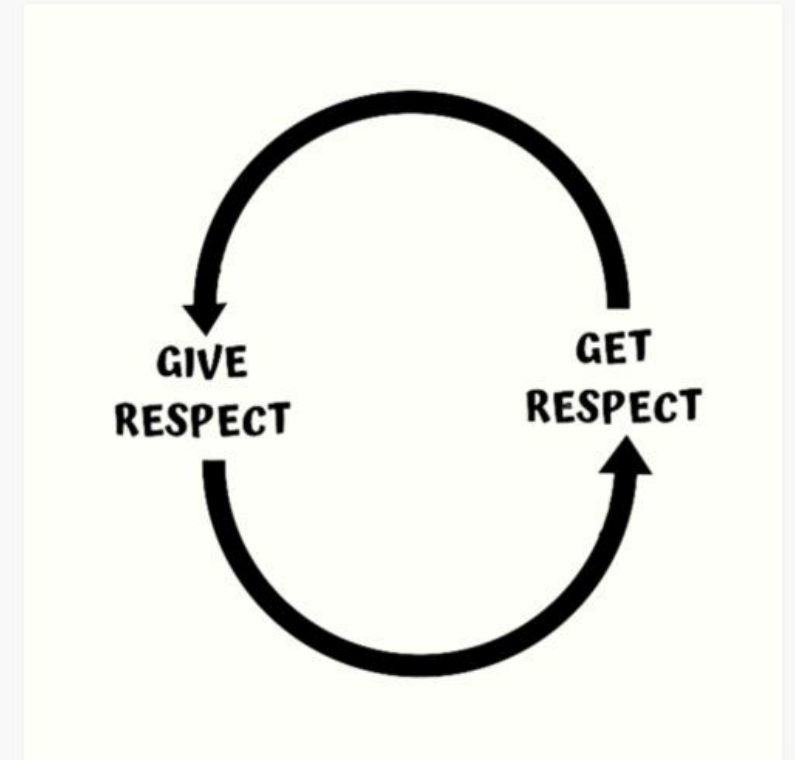


# MWA Core Value: “Respect”

## Defining Respect

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

1. If an adult on campus asks a student to do something, the student is expected to listen and follow directions (unless it's immoral or illegal)
2. Teachers and staff should always enforce/encourage academic language in school. Profanity and derogatory terms are always unacceptable
3. Teachers and staff must treat students with empathy and validate their emotions.
4. Students should not talk over each other or the teacher while classroom instruction is in session. (one mic)





# Why is respect important?



# Why Respect?

## WHY /RESPECT/ MATTERS

**REPS Reflect Respect**

**1**

*Being respected in our everyday interactions matters to our quality of life.*

**2**

*Being treated with respect is a sign that we belong in a community or society.*

**3**

*Respect provides an important foundation for equal treatment.*

**4**

*Respect is the basis for relational equality.*

**5**

*Self-respect is important to individual flourishing.*



# Behavior Interventions

- First Offense:
  - Restorative Conversation with the scholar/s who is being disrespectful (model the appropriate behavior)
  - Call home (parent/guardian)
  - Document on Kickboard
- Second Offense:
  - Restorative circle with all parties who were impacted by the situation
  - Restorative Community Project during lunch.
  - Document on Kickboard
- 3rd Offense:
  - SST meeting with (teachers, APs, Parents, Social Worker and DOS)
  - Behavioral Intervention Plan

\*Depending on the severity of the infraction scholars can receive suspension\*





# Building Relationships





# Building Relationships

Why build relationships?

. Mindset

. Strategies



# Why Relationships?

**Elbow Partner Share:** Why do you feel like relationships are important when working with students?



# Why Relationships?

“Relationships show us how to love and be love as well as who we want to be in life and who we don't. “

*“Having serious trusting relationships allows us to truly be our true selves”*

Creating and sustaining safe, stable, nurturing relationships and environments for all children and families can prevent (ACEs Adverse Childhood Experiences) and help all children reach their full potential.”



# Why Relationships?



# Why Relationships?

We cannot heal a relationship that never developed.

We cannot repair what was never built.

We cannot restore what never existed.

# Tips on building relationships

*Building relationships is about...*

- *paying up front* - with time: teach and reteach REPs, remind and reteach; recognize that relationships take time...it's more about consistency than immediate connection
- modeling mindsets, habits and attitudes and being patient...everyone progresses at a different pace
- correcting with *care*:
  - *check* your own emotions first
  - maintain a neutral tone
  - focus on the behavior, not the person
  - use restorative questions to better understand the situation



# Strategies

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Greet students at the door: everyday, every class: be in the threshold or hallways during arrival, dismissal and passing periods!

Learn every student's name within the first two weeks of school (and how to pronounce the name correctly)

Find ways to get to know your students

- [Circles](#)
- Icebreakers
- Pulse/ temperature checks (advisory, weekly, periodic)
- [Community Building](#)
- [Question Activities](#)

Ask students "how am I doing?" (exit tickets & periodic surveys)

Make sure students are *seen*...in the classroom, in the halls, outside, in the morning



# Thank you.



*Learn. Graduate. Give Back.*

# Coversheet

## Q&A on Written School Reports

**Section:** III. Standing Reports  
**Item:** E. Q&A on Written School Reports  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** September 2022\_School Board Report.pdf



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# Board Report

## School-Wide

## Board Report - September 2022

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### Middle School Division - School Culture & Climate Reset

Brian Jimenez, Assistant Principal Elementary Cluster

#### What?

When first joining the MWA community, I wanted to understand where MWA had been academically and behaviorally. As a result, I wanted to review our data and the Student-Parent/Guardian Handbook.

I requested access to school-wide data. While I was able to find academic data points, our discipline and behavior data was a different story. There was not clear discipline data that had been collected during the 2021-2022 school year. Upon further investigation, it also seemed like many staff did not know how to use the previous platform – EdClick, which was used to document incidents. This was a big area for growth. I was also told we were going to begin using a new platform to do this moving forward – Kickboard.

Shifting my attention to understanding expectations for students, I reviewed the Student-Parent/Guardian Handbook. There were clear discipline policies for when students decided to act in ways that hurt their community or others in it, which was a strength. That being said, apart from MWA values, there was little information on how to teach and motivate students towards making helpful decisions to better their community. There was no positive behavior intervention system or positive behavior management plan.

Combined, these two opportunities (Positive Behavior Intervention System & Kickboard) became the foundation of our work on school culture.

#### So What?

Having clear and transparent Tier 1 behavior management and tracking systems are crucial to create a positive learning environment where students get what they need. Tracking behavior data at a Tier 1 level allows us not only to be compliant when reporting behavior data to the state, but it also allows us to identify trends and patterns in the types, times, locations, and individuals involved in behavior incidents.

By doing so, we can use these patterns to identify needs of individuals or groups of students as well as areas to strengthen supervision. It then creates the conditions needed to allow us to use data to build out our Tier 2 and 3 behavior services and interventions.

Lastly, tracking behavior incidents and our responses to them also act as an efficacy check on our school culture and safety practices. It does this by allowing us to see trends in behavior data, which help us understand if the work we're doing is effective or if we need to adjust our approach to better serve our students.

#### Now What?

To launch the school year we took a two-pronged approach to address immediate launch and long term goals:

- Strong Start
- Strong Finish

#### Strong Start

In order to have a stronger start than the previous school year, we re-grounded in routines, expectations and procedures (REPs). During August, Assistant Principals engaged teacher leaders to leverage their support and teach all staff about our REPs. We focused on overarching REPs that were a challenge last year like uniforms, cell phones, common spaces, hall passes, and others.

We used one of our first professional development sessions to help get all staff on Kickboard, our new

## Board Report - September 2022

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behavior/discipline tracking system. In order to strengthen the effectiveness of adult presence across the campus, we also used this PD to train all MS staff on how to better execute their supervision duty.

The Dean team and myself have been conducting punctuality sweeps after most periods, as well as uniform checks. We have also prioritized increasing the presence of adults during breaks, lunch, arrival, and dismissal during the first three weeks of school.

### **Strong Finish**

While longer term in vision, the middle school Dean team and myself are working on creating one overarching culture goal as part of a MS Site Strategic Plan. The culture goal will have three different components:

- Behavior/Discipline Tracking System (Kickboard)
- Positive Behavior Intervention System (PBIS)
- Restorative Justice Practices (RJ)

Our team hopes to have our site strategic plan completed by the end of September.



## Board Report - September 2022

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### Upper School Division

Eric Becker, Assistant Principal Senior High Cluster

#### What?

##### **School Culture & Climate Reset**

The first 3 weeks of school began and ended with figurative “book-ends” that symbolize the culture and climate reset we hope will characterize the 2022-23 school year. School began on August 10th with a 9th grade orientation where new and returning teachers, members of the College and Career Counseling team, students from the Associated Student Body, the upper school dean of students, and myself provided three hours of panel discussions, presentations, and team building activities for our 23rd Wave. This was the start of our climate and culture “reset” for students at the upper school.

Teacher leaders prepared [Slides](#) (see PDF “REPs Relaunch”) on key routines, expectations, and procedures (REPs) to train all staff during our week-long pre-service professional development and training from August 1st through August 5th. The Dean of Students team then prepared student facing [Slides](#) (see PDF “Student-Facing REPs Relaunch”) that gave teachers a visual source to help facilitate a “return to the REPs” with students during the Advisory period in the first two weeks of classes. Faculty felt it was very important to teach students the REPs and the policies and protocols that have made Making Waves’ culture one characterized by scholarship and respect before instituting corrections and consequences.

As a result of this strong start with faculty and students, the first weeks of school have been largely positive with a dramatic decrease in the number of students “skipping” classes, and materially fewer students observed out-of-uniform, as compared to the Spring of 2022. While much of this can be attributed to a focus on the culture reset and reset of expectations provided through the support of lead teachers, it has also been supported with increased visibility by the dean of students and assistant principal, observing classrooms and transitions, and all staff supervising arrival, lunch and dismissal.

On the last Friday in August (8/26), the upper school had its first all upper school division-wide assembly, prepared by the student activities coordinator, Jamuari Thomas, and led by the school’s Associated Student Body. At the rally, students got to meet new teachers, compete in fun competitions to help build Wave pride, and learned of both renewed consequences (lunch detention) and renewed celebrations (Casual Dress days) to look forward to in September.

#### So What?

##### **Pride & Excitement for New Faculty at MWA**

The first months of school set the culture for the school year in many ways. Students learn what the REPs are, while new teachers begin to calibrate with returning staff and the administration to build a positive learning environment for all students. So far, many returning and new faculty have expressed excitement about the prospects of a new school year - having started with greater unity, collaboration and intentionality.

After last year, teacher leaders agreed that some of the most important aspects of school culture that needed to be reinforced included how students used (or didn’t use) their cell phones, how staff and faculty would respond to students out of uniform, when and how families would be contacted and brought into partnership with the school, and what consequences should look like for students who broke community norms. The continued partnership with teacher leaders has been critical to a successful start to the school year. Now it is time to ensure a cadence of collaboration is established so that support remains strong for faculty, especially new teachers, communication remains clear and consistent, and teacher leaders continue to partner with administration to help make teaching and learning the focus for all students.

## Board Report - September 2022

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### Now What?

In the coming month, a new dean of students for the upper school will be onboarded, completing the DoS team for 9-12. Our hope is that this will allow the DoS Office to help plan positive celebrations and acknowledgements and other aspects of school culture to reinforce MWA Values and ensure all students feel they have a trusted adult at MWA, while increasing their overall sense of belonging.

Middle and upper school leadership will continue to partner to develop the Kickboard system for tracking student behavior, both corrective and positive, and use this platform to create and refine a positive behavioral intervention system (PBIS) at MWA with the support and guidance of teacher leaders. A key metric in evaluating this and school culture, including classroom culture, will be the California Healthy Kids Survey data around "Caring Adult Relationships." In the Spring of 2022, The California Healthy Kids Survey was given to all MWA students in grades 5-12. While "Perceived School Safety" ranked above the state average at 63% in the upper school, "Caring Adult Relationships" ranked relatively low, below the state average (61%), at only 54%. This metric, and the strategies and ways of being that help to improve relationships between and amongst students and staff, will continue to be a year-long, if not multi-year, focus for the school.

The upper school assistant principal will continue to schedule classroom observations with the support of content leads and the humanities lead teacher. After finalizing the content and grade-level leads for the upper school, meetings will continue (first two have already happened) on a bi-monthly cadence. In collaboration with the interim principal, the middle and upper school assistant principals decided upon a weekly cadence of meetings for staff, including content teams, grade-level teams, the Instructional Leadership team, and student wellness team meetings. The hope is that these meetings will provide greater support for new teachers, give teacher leaders greater voice in the direction of the school while also eliciting their support in voice and action, and improve channels of communication between leadership and faculty with the goal of improving all students' experience and academic outcomes.

## Board Report - September 2022

### Data & Assessment: Assessment Calendar and Strategy

Dr. Molly Moloney, Compliance & Assessment Administrator

#### What?

#### Creation of this year’s assessment priorities and calendar

Last spring we gathered input from school leaders, coordinators, content leads, and teachers about assessment priorities and values, strengths of our current assessment practices, and opportunities for improvement. We knew there had been pain points in previous assessment calendars, such as conflicting assessment dates due to different departments scheduling in isolation, and uneven use of assessment data due to data dives being scheduled on an ad hoc basis or long after the assessment had been taken.. We used the input process to create assessment priorities for this year, solidify our assessment portfolio, and create the assessment calendar for AY2022-23. The expectation for all curricular choices and practices moving forward at MWA are that they meet the expectation of being “guaranteed and viable”. The practices and guidelines below were designed with this in mind and are therefore aligned with this expectation.

#### So What?

#### Grounding our assessment calendar in our vision for assessments

First, we grounded this work in developing a common vision of the purpose of assessments and their role in supporting student growth and achievement.

#### Purpose of assessments

1. To help track student academic growth.
2. To inform instruction (part of the teaching and learning cycle).
3. To support student learning growth toward mastery.

#### 4 important practices to support student growth and achievement:

1. Use standards-aligned materials, instruction, and assessments.
2. Teaching is aligned with a pace that will prepare students for summative state assessments (i.e., that instructs students in grade-level standards & expectations sufficiently towards their ability to demonstrate mastery).
3. There is a timely turnaround between the given assessment and the analysis of the data that informs instructional adjustments.
4. Data is shared publicly and transparently to both acknowledge areas of growth and celebrate progress.

From these guiding principles, we identified three key assessment priorities that we want to focus on in 2022-23.

**Key Assessment Priorities**

- 1. Use standards-aligned assessments; different assessments for different purposes.**
  - Utilize high-quality, standards-aligned assessments.
  - Enable grade-level (or course-level) alignment of teachers using and looking at data from common assessments.
  - Review and support alignment between assessments and WHAT and WHEN we are teaching.
  - Clearly define/distinguish between different levels of assessments (formative, diagnostic, interim, summative) and train and educate staff, students, and families to help them understand the differences among the assessment types.

## Board Report - September 2022

### 2. Commit to clear, school-wide dates for some assessments.

Identify **firm, school-wide dates** to administer:

- Diagnostic Assessments (STAR, MAP)
- State Assessments (ELPAC, SBAC, CAST, PFT)
- College Assessments (PSAT, AP, etc.)
- Final Exams
- Interim Assessment (IAB)

Teachers or grade-level teams **create pacing calendars** for:

- Quizzes, exit tickets, other kinds of formative assessments
- Papers, essays, research projects
- Curriculum-embedded summative assessments (end-of-unit assessments, etc.)

### 3. Prioritize Data Analysis/Use of Assessment Data:

- Analyze and use assessment data - there is no point in doing assessments if we don't use the data.
- Build data analysis timing into the assessment calendar process - align assessment and PD calendar. Review assessments before teaching (for backward planning) when possible.
- Calendar tight turn-around schedules of when assessments are administered and when teachers and leaders analyze the data.

With these priorities in mind, we created the **2022-23 Assessment Calendar** (see below). Many elements of the assessment portfolio and calendar carry-over from previous years, with a few key changes.

#### Now What?

#### 22-23 Assessment Calendar Headlines

1. ***Schedule "data dives" in the assessment calendar (e.g., align PD & assessment calendar) from the start.***
  - Last year, data dives did not often run on a consistent schedule throughout the year.
  - This year, the year-long PD calendar was shared with teachers during August PD, and identified dates for data dives or other collaborative assessment reviews for all major assessments.
  - The first data dives of the year have happened already, during August PD (looking at spring CAASPP data) and in late August (looking at the fall MAP and STAR diagnostics).
2. ***Continue using MAP and STAR for diagnostic/benchmark assessments.***
  - Use these as part of determining Intervention Tiers (e.g. Tier 1, 2, or 3) and for measuring growth.
  - Administer school-wide MAP/STAR assessments twice a year (beginning and end) (rather than three times per year, to reduce over-testing).
  - Offer optional mid-year administration, such as for monitoring Special Education goals, for targeted EL students (who passed the ELPAC and need it for 2nd data piece), and as an option for teachers wanting additional, refreshed data points.

## Board Report - September 2022

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### **3. *START using IAB (Interim Assessment Block) exams for school-wide interim assessments in middle school and upper school, and STOP using ANet in middle school:***

- IABs are common-core aligned interim assessments developed by **Smarter Balanced Consortium** (the same developers of the end-of-year tests CA administers) and provided free of charge by the state. They utilize the same test delivery system that SBAC uses, and are directly aligned with SBAC question stems, styles, etc. The state also provides a growing number of instructional resources (“Tools for Teachers”) that directly align with IAB questions and results. Read more about IABs at <https://portal.smarterbalanced.org/library/en/interim-assessments-overview.pdf>. The upper school has utilized IABs for a number of years now, but this will be a new assessment for the middle school.
- The purpose of this shift is:
  - To build greater vertical alignment across grades, utilizing the same assessment suite in both middle and upper school; AND
  - To build greater alignment with the end-of-year state summative assessments (SBAC).
- Based on feedback from content leads, we will be administering two times per year this year (with possible shift to three times per year in the following year). Teachers have access to additional IABs they can use in their classes outside of these windows.

### **4. *Continue the same basic timing and cadence as last year for most other assessments.***

- The MWA Assessment Hub, Assessment Calendar (see below), and resources for each assessment were shared with all staff at the beginning of August PD (with previews of the calendar, and opportunities for feedback last spring).

### **5. *Encourage use of common formative and course-based assessments (across grade-levels/course teams), common formative assessment data analyses, when feasible.***

- Dates based on teachers’ pacing calendars, not schoolwide dates for these. (This level of classroom/formative assessment is not what we are leaning in on for our school-wide priorities this year, but could be a priority for next year).

The Assistant Principals will be the primary point people for the teachers in their divisions regarding administration of most assessments (MAP, STAR, IABs, CAASPP, final exams, etc.) and data dives related to these, with support from and consultation with Molly Moloney (Compliance & Assessment Administrator) around project planning, resources, compliance requirements, testing systems, and data analysis. We are excited to use these assessment tools to monitor student learning and support student and teacher growth.

## Board Report - September 2022

### 2022-2023 MWA Assessment CALENDAR

**Summer(August) PD:**

- Data Dive for CAASPP and other EOY test results
- Preview Assessment calendar
- STAR/MAP Administration training

**Diagnostic Assessments (MAP/STAR)**  
8.15-8.19, data dive on 8.26

AUGUST 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

ELPAC- Feb 6-March 31

IAB Interim Assessments 2- Jan 30-Feb 3, handscoring Feb 3, Data Dive Feb 10

Feb. Break 2.20-2-2.4

IAB administration training 9.23

VARC Learning Styles (dates TBD)

SEPTEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MARCH 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

ELPAC Continues, closes on 3.30

Avant Spanish Placement

Physical Fitness Test (PFT) 3.1-3.30

Teacher PD Day March 17 (includes CAASPP ramp up)

CAST training 3.24???

CAST Science test (5th, 8th, 11th, 12th) 4.17-4.21

IAB Interim Assessment 1  
10.3-10-6, data dive on 10.7 (Teacher PD Day)

PSAT/SAT 10.12

Progress Reports 10.14

OCTOBER 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

CAASPP Training 4.14

CAASPP SBAC (11th) 4.24-4.28

11.4 Final Exam PD/planning

11.18 IAB Preview

NOVEMBER 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2023						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

CAASPP SBAC (5th-8th) 5.1-5.12

CAASPP make-ups 5.15-5.19

Diagnostic Assessments (MAP and STAR) 5.22-5.26, Data Dive, 6/2  
AP Tests (various dates, first weeks of May)

Final Exams  
12.13-12.15

Optional/Targeted STAR/MAP window opens (through Jan 13)

DECEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE 2023						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Final Exams (seniors, 8th) 5/31-6/2

Final Exams (7th, 9-11th): 6.6-6.8

Targeted Diagnostic Assessments (STAR/MAP) 1.9-1.13 [SPED and small group of ELs + option for teachers]]

IAB Interim Assessments 2  
. Begin testing 1/30  
ELPAC Trainings on 1/13 & 1/20

JANUARY 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				



# Coversheet

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

**Section:** III. Standing Reports  
**Item:** F. Q&A on Written Chief Operating Officer Report (COO)  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** September 2022\_COO Board Report.pdf



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# Board Report

Chief Operating Officer

## September 2022

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### Elizabeth Martinez

Chief Operating Officer

What a different start to the year!

I collected a lot of valuable feedback last year through surveys, all staff meetings and board listening sessions. **As a result of that feedback I made a commitment to start this school year differently** by leveraging technology, resetting expectations (readiness, preparation, and meeting deadlines) and maximizing the summer time to prepare. **The projects highlighted in this report are actions I took to follow through on that commitment.** So far, the feedback from staff affirms that the start of the school year felt different and that it is an improvement from last year. My focus now is on collecting additional feedback and refining processes to further improve the student and employee experience.

The CEO's **priorities were clear: 1) Campus Culture and Safety 2) Routines, Expectations and Procedures 3) Instruction and 4) Innovation.** **In alignment with those priorities my team focused on facilities readiness, COVID Guidelines, securing required permits/waivers/certificates for teaching employees, as well as modernizing our operations with technological upgrades.** Furthermore, the CEO and I aligned over the summer to re-organize our departments so that he could focus on supporting the school as Interim CEO and I could focus on systems alignment, operations, process, procedure, and compliance. As a result of the reorganization, Talent and Special Education were moved to my area and I am actively recruiting for a Director of Student Support Systems who will focus on monitoring and improving systems that support child welfare (attendance and discipline). An updated organizational chart is included in Appendix A.

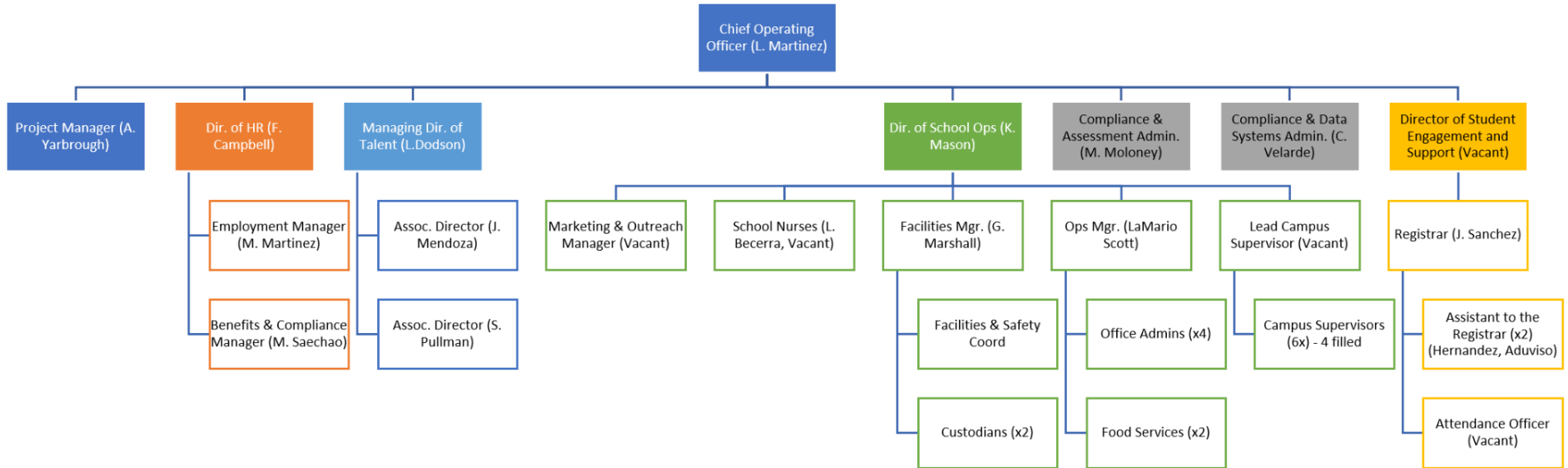
August was a very full month for MWA starting with August Professional Development (PD) on the 1st. We spent the first two weeks aligning programming and operations in support of faculty return and quickly shifted to supporting the return of students. **As we move into the last quarter of the calendar year (September-December) my focus is on assessing the start of the year by gathering data and fully implementing the systems that we put in place at the start of the year.** This will support the planning process in the spring for the start of the 2023-2024 school year. **My goal last year was to shift preparation timelines up by at least 3 months, my goal this year is to shift up those timelines by 6 months. This means we will begin planning for the summer and the new school year in January vs. April.**

## September 2022

<b>Key Project Updates</b>	
<b>Project</b>	<b>Update</b>
<b>Summer Communication to Families</b>	Families received information in July regarding traffic safety, school calendars, bell schedules, COVID updates, uniforms, a welcome back letter from the CEO, and several safety reminders from School Operations and the Assistant Principals.
<b>PowerSchool Setup</b>	<p>By August 1st, about 90% of teacher rosters were complete – a first for MWA. In years prior, rosters were being actively worked on during August Professional Development through the first day of school.</p> <p>We received a lot of feedback from teachers about this being a pain point therefore the team worked diligently to be responsive. We still have some work to do in this area but my goal is to improve the practices further so that we are at 100% complete before the start of August PD next year.</p>
<b>COVID Approach</b>	<p><b>Our <a href="#">COVID guidelines (Appendix B)</a> were updated in August.</b> A key change was moving away from surveillance testing.</p> <p>The COVID Safety Team is reviewing the guidelines against recent updates from the CDC and the local health department. <b>Our case data continues to be <a href="#">updated on our website</a>:</b>  <a href="https://www.makingwavesacademy.org/about-us/covid-19-making-waves-academy-student-family-updates">https://www.makingwavesacademy.org/about-us/covid-19-making-waves-academy-student-family-updates</a></p>
<b>Bloomz</b> <i>Parent Communication Tool</i>	<b>We are officially in Phase 1 of our Bloomz Implementation.</b> Our parent contact information synced over and we began sending test messages. We will officially invite parents to download the app and create accounts by mid-September. The tool shows a lot of promise so far.
<b>Raptor</b> <i>Digital Visitor Management System</i>	<b>We implemented a new digital visitor management system called Raptor.</b> This system screens visitors against the national sex offender registry. We updated our visitor policy to reflect this change. This is just one more action to raise the security of the campus.
<b>Kickboard</b> <i>Behavior Management System</i>	<b>We implemented a new behavior management tool called Kickboard.</b> The new system integrates directly with our Student Information System, PowerSchool and features an extensive reporting feature that promotes data accessibility and analysis.

## September 2022

### Appendix A: COO Organizational Chart



## September 2022

### Appendix B: COVID Guidelines

#### MWA COVID-19 SAFETY GUIDELINES 2022-2023 Updated: July 29, 2022

**All safety guidelines are pursuant to local, state, and federal guidelines.** Based on the [latest CDC guidance for K-12](#), the School's approach and process are focused on measures that will continue to support the safety of all staff and students. Please note our approach is **subject to change** based on local, state, and federal guidelines.

#### READ BELOW FOR ON-CAMPUS SAFETY GUIDELINES UPDATES (EFFECTIVE 7/1/2022 )

- **Visitors:** No unapproved visitors are allowed on campus until further notice.
- **Masking: Staff and students are required to mask indoors and outdoors (regardless of vaccination status)**
  - Staff and students will be allowed to wear one of the following mask types: cloth, surgical, or KN-95. All mask types, except face shields, are acceptable for students and staff.
  - The front desk Operations team will supply surgical and KN-95 masks upon request.
- In alignment with CDPH and Contra Costa County COVID-19 Guidance staff and students identified as close contacts and that remain asymptomatic **can continue to report to campus regardless of vaccination status** and must obtain an antigen COVID test after 3-5 days from last exposure.

#### COVID-19 TESTING

All students and staff must complete an over-the-counter (OTC) antigen test after long breaks (Summer, November Break, December Break, etc), when symptomatic, **and** when identified as close contact.

- Students and staff will be provided with an OTC antigen test kit to complete at home before returning to campus
  - **Only POSITIVE results must be reported to MWA using the below surveys:**
    - Student Survey
    - Staff Survey
- Students that become symptomatic while on campus must complete a Professional Antigen Test (BinaxNow) available later in Fall at the Nurse's Office, and isolate or quarantine as instructed.
- If a staff member is exiting isolation/quarantine, HR will instruct them to complete an antigen test when it is time.
- **Unvaccinated staff must complete an OTC antigen test weekly and prove proof of result weekly to HR.**
- Unvaccinated staff are required to test **no later than Monday** and should complete the following steps:
  - Email OTC antigen test taken date and proof of results to [humanresources@mwacademy.org](mailto:humanresources@mwacademy.org) no later than Monday.
  - If positive, test result, follow Off-Campus Testing protocol below.



## September 2022

### Off-Campus Testing

- Staff are required to test at ArcPoint Labs or alternate providers, only if they test positive with an OTC antigen test (refer to Table 1 for isolation guide and other information).
- If staff test off-site at ArcPoint Labs or alternate providers, they may leave campus at 4 pm.
- Email lab test taken date to [humanresources@mwacademy.org](mailto:humanresources@mwacademy.org).
- Email lab test results to HR once they become available.

## REQUIREMENTS

### All Staff and Students

- Wear a mask indoors **and** outdoors at all times until further notice.
- Staff and students will be allowed to wear one of the following mask types: cloth, surgical, or KN-95 – all mask types, except face shields, are acceptable for students and staff.
- The front desk Operations team will supply surgical and KN-95 masks upon request.
- All staff under a vaccination exemption will receive instruction from HR to retrieve their weekly mask supply from HR each week.
- Frequent hand washing is strongly encouraged.
- Physical distancing is encouraged when possible.

### Student-Athletes and Coaches

- MWA will allow for unmasked supervised outdoor athletic activities including Health & Wellness only but **strongly encourage** mask-wearing when possible during outdoor activities. As long as students can exercise physical distancing, masks are not required. This does not apply to activities such as recess, breaks, and lunch.
- MWA students, staff and family members of players to attend sporting events as follows:
  - All spectators must be masked.
  - Family members of a player involved in the game:
    - Must wear a mask while on campus
    - Socially distance in the stands
- No access to locker rooms until further notice

### Pre-approved Visitors/ Business Vendors

- Must email negative antigen/at-home test results to HR 24-hours prior to the campus visit.
- **Pre-approved Parent Visitors** must email antigen/at-home test results to [becerra@mwacademy.org](mailto:becerra@mwacademy.org) 24 hours prior to the campus visit.
- Must wear a cloth, surgical or KN-95 mask.

## September 2022

- Visit the MS or US front office to sign in and receive a visitor's badge.

### PERSONAL PROTECTIVE EQUIPMENT (PPE)

PPE will be made available for all staff and students daily:

- Surgical and KN-95 masks (available at the front and HR offices)
- Hand sanitizer (dispensers are also located in all classrooms)
- Gloves (upon request)

### FACILITIES

#### Parking Options

- Upper School gym parking lot, Middle School parking lot, or Overflow Parking (across the street from the MS1).
- **Do not use the visitor parking spaces.** Those are reserved for distribution/other onsite events.
- Campus Maps: [Middle School](#) and [Upper School](#)

#### Classrooms

- Masks are required indoors at all times except when alone in your classroom.
- Employees in classrooms may remove their masks when not engaging with another employee or student.
- The sharing of materials between students will be restricted. These materials include, but are not limited to, books, computers, calculators, writing utensils, computer keyboards/headphones, hall passes, art supplies, and learning aids.
- Sanitizing supplies will be provided in each classroom for teacher use throughout the workday.

#### Conference Rooms, Privates Offices, and Open Work Spaces

- All meeting and open workspaces will be accessible should staff choose to meet in person, but a Zoom alternative should be available.
- No maximum capacity will be enforced, but physical distancing is strongly encouraged when possible.
- Masks are required in conference rooms, offices and open spaces when two or more people are present.
- When using a conference room or shared space, please use provided materials to disinfect the used area.

#### Common Spaces

- Staff lounges will be open for use.
- If you are eating and must remove your mask for a short period, please exercise physical distance as possible.
- Communal refrigerator and microwave use will require self-sanitizing before and after use. See posted instructions.
- Food deliveries will be allowed for staff only, but you will need to meet delivery personnel in front of middle school 1 only. The Operations team will not accept or hold food deliveries.
- No food deliveries for students will be permitted.

## September 2022

- Water dispensers will be accessible, please be sure to bring your own water bottle.

### Gym and Student Commons

- Masks are required indoors at all times.
- The gym and student commons will be accessible should staff choose to meet in person and/or gather students in those spaces.
- No maximum capacity will be enforced, but physical distancing is strongly encouraged when possible.

### Restrooms

- There is no maximum capacity in the restrooms, however physical distancing is strongly encouraged when possible.
- Wash your hands for at least 20 seconds before exiting the bathroom.

### Dining Areas

- Indoor: If you are eating indoors in a common space or around others and remove your mask for a short period.
- Outdoor: If you are eating outdoors, physical distance is encouraged but not required.

### Elevators

- No maximum capacity will be required, but physical distancing is strongly encouraged when possible.

## CONTACT INFORMATION FOR SUPPORT

- Facilities/FOB Issues: Submit a ticket via SolarWinds or contact Mr. Marshall at [gmarshall@mwacademy.org](mailto:gmarshall@mwacademy.org)
- Operations: Contact Mr. Scott and Ms. Mason at [scott@mwacademy.org](mailto:scott@mwacademy.org) and [kmason@mwacademy.org](mailto:kmason@mwacademy.org)
- Information Technology: Submit a ticket via SolarWinds by emailing [ithelpdesk@mwacademy.org](mailto:ithelpdesk@mwacademy.org)
- Applied Technology: Submit a ticket via SolarWinds or contact Mr. Williams at [michael.williams@mwacademy.org](mailto:michael.williams@mwacademy.org)
- Human Resources: [humanresources@mwacademy.org](mailto:humanresources@mwacademy.org)

## HEALTH & SAFETY

### COVID-19 Response Team

- Student-related: Luz Becerra (School Nurse) - [lbecerra@mwacademy.org](mailto:lbecerra@mwacademy.org) or (510)915-3790
- Staff-related: Human Resources at [humanresources@mwacademy.org](mailto:humanresources@mwacademy.org) or (510) 365-4693
- Operations-related:
  - Katharine Mason (Director of School Operations) [kmason@mwacademy.org](mailto:kmason@mwacademy.org) or (510) 853-1466
  - LaMario Scott (Operations Manager) [lscott@mwacademy.org](mailto:lscott@mwacademy.org) or (510) 410-7760

## September 2022

**The COVID-19 Response Team will monitor compliance and employee/students communication regarding testing results and/or symptoms.**

Employees who submit responses to the HR email with symptoms of COVID-19 will receive an immediate follow-up from an HR representative. HR will call directly to gather important reporting details, identify possible close contacts, and provide quarantine instructions as applicable to report to Contra Costa Health Services. Due to privacy laws, all information is kept confidential for HR recordkeeping.

Staff is required to report to the School Nurse any possible student positive cases communicated to them as soon as possible. School Nurse will follow up with students/families to gather important reporting details, identify possible close contacts, and provide isolation instructions as applicable to report to the Contra Costa Health Services. Due to privacy laws, all information is kept confidential.

**Failure to comply with MWA's COVID-19 Safety guidelines may result in disciplinary action.**

### ISOLATION AND QUARANTINE

- Student or staff that test positive for COVID-19 regardless of vaccination status or recent infection - refer to Table 1
- Student or staff showing symptoms of COVID-19 - refer to Table 2
- Student of staff identified as Close Contact - refer to Table 3

## September 2022

**Table 1**

<b>STUDENT OR STAFF WITH A CONFIRMED POSITIVE COVID-19 TEST</b>	
<b>Condition</b>	<b>Action</b>
<p>Everyone, regardless of vaccination status, previous infection or lack of symptoms.</p>	<p><b>Isolate at home for at least 5 days</b> (counting from the day after symptoms started or positive test if asymptomatic).</p> <p>Isolation can end on Day 6 if no symptoms are present (or symptoms are resolving) AND fever-free for the last 24 hours without the use of fever-reducing medications AND a negative antigen test is collected on Day 5 or later.</p> <p>If symptoms are not resolving or continue to test positive after Day 5, continue isolation until symptoms improve, a negative antigen test is obtained OR until after Day 10.</p> <p>Per CDPH masking guidance, infected persons should wear a well-fitting mask (KN95 highly recommended) around others for a total of 10 days, especially in indoor settings.</p> <p><i>*Contact health care provider about available treatments if symptoms are severe or at high risk for severe disease or for additional questions or concerns.</i></p>

## September 2022

**Table 2**

<b>STUDENT OR STAFF WITH COVID-19 SYMPTOMS AND NO KNOWN CONTACT TO A PERSON WITH COVID-19</b>	
<b>Condition</b>	<b>Action</b>
<p>Everyone, regardless of vaccination status or previous infection with no known close contact with a person with confirmed COVID-19 infection.</p> <p><small><sup>t</sup> A person with COVID-19 is considered to be infectious (meaning they can spread COVID-19 to others) starting 2 days before their symptoms began until their isolation ends. If they tested positive for COVID-19 but did not have any symptoms, they are considered to be infectious from 2 days before their test was taken until their isolation ends.</small></p>	<p><b>Get tested.</b> OTC antigen test kits will be available at the front office per request.</p> <p>If negative antigen test but fever present:</p> <ul style="list-style-type: none"> <li>● Stay at home for at least 24 hours or until fever free for at least 24 hours without the use of fever-reducing medication.</li> <li>● Wear a fitting mask around others for at least 10 days</li> <li>● Test again before reporting to campus. If test results are positive follow the Isolation protocol (Table 1).</li> </ul> <p>If negative antigen test and two or more <a href="#">COVID-19 symptoms</a> present and no documentation for an underlying chronic health condition (asthma, allergies, etc) on file:</p> <ul style="list-style-type: none"> <li>● Stay at home for at least 24 hours or until symptoms improve.</li> <li>● Wear a fitting mask around others for at least 10 days.</li> <li>● Test again before reporting to campus. If test results are positive follow the Isolation protocol (Table 1).</li> </ul>



## September 2022

**Table 3**

STUDENT OR STAFF WITH KNOWN CLOSE CONTACT TO A COVID-19 CONFIRMED PERSON	
Condition	Action
<p>Everyone, regardless of vaccination status or previous infection <b>WITH NO symptoms present</b> and known close contact with a person with confirmed COVID-19 infection.</p>	<p><b>Get tested.</b>                      OTC antigen test kits will be available at the front office per request.</p> <p>If negative antigen test and no symptoms:</p> <ul style="list-style-type: none"> <li>● Student or staff <b>can participate in all school/work activities.</b></li> <li>● Wear a fitting mask around others for at least 10 days.</li> </ul>
<p>Everyone, regardless of vaccination status or previous infection <b>WITH symptoms present</b> and known close contact with a person with confirmed COVID-19 infection.</p>	<p>If negative antigen test but fever alone or two or more <a href="#">COVID-19 symptoms</a> present:</p> <ul style="list-style-type: none"> <li>● <b>Stay at home for at least 5 days.</b></li> <li>● Wear a fitting mask around others for at least 10 days</li> <li>● Test again on Day 5 after the last contact with the positive case                             <ul style="list-style-type: none"> <li>○ If test results are positive, follow the Isolation protocol (Table 1).</li> <li>○ If results are negative AND, symptoms are resolving AND fever-free for the last 24 hours without the use of fever-reducing medications, the person can return to activities on campus on Day 6.</li> <li>○ If symptoms are not resolving, continue isolation until symptoms improve, or until Day 10.</li> </ul> </li> </ul>

**Additional Resources:**

- [CDC COVID-19 Symptoms](#)
- [CDPH COVID-19 Guidance for K–12 Schools 2022-2033](#)
- [FAQ Testing at Schools 22-23](#)
- [CCHS COVID Data Dashboard](#)
- [CCHS COVID-19 FAQs](#)
- [COVID-19 Prevention Emergency Temporary Standards What Employers Need to Know](#)
- [Public Health Order for School Worker Vaccine Verification](#)

# Coversheet

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

**Section:** III. Standing Reports  
**Item:** G. Q&A on Written Finance Report (CFO)  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** Executive Summary - FY23 Adopted State Budget\_FINAL.pdf  
Executive Summary for FY22 Unaudited Actuals Report\_FINAL.pdf



## Executive Summary on FY23 Adopted State Budget

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September 1, 2022

Governor Newsom signed the 2022-23 state budget and dozens of related “trailer” bills into law on June 30, 2022. The adopted budget aligns closely with the Governor’s prior “May Revise” version of the budget on most issues, except for a larger increase in general-purpose funding and other modest changes. Key items of particular interest to us include the following:

**Huge Local Control Funding Formula (LCFF) funding increase:** The adopted budget includes both the 6.56 percent statutory cost-of-living increase (COLA), plus an additional 6.28 percent increase. We preliminarily estimate the total LCFF funding increase at 13.25 percent. This increase is higher than the Governor had proposed, but lower than the Legislature’s leaders had proposed. Compared with our projections in the FY23 preliminary budget, our **LCFF funding will be further increased by about \$700k.**

**Two forms of charter “hold harmless”:** The adopted education trailer bill includes two complex provisions that provide one-time “hold harmless” funding to most classroom-based charter schools that experienced either declining enrollment and/or declining rates of attendance in the 2021-22 school year. These hew closely to the Governor’s proposal in his May Revise budget, with several technical changes. The budget also includes expanded ongoing declining enrollment protection for school districts, but not charter schools. We estimate that our LCFF revenue from FY22 will be **increased by about \$1M** because of the “hold harmless” provisions. Our auditor recommended us to recognize the additional revenues in FY23 rather in FY22, due to the fact that we haven’t yet received the formal apportionment letter from the state with a confirmed number to accrue.

**Even more pandemic emergency funding:** The budget includes \$7.9 billion to provide a one-time Learning Recovery Emergency Block Grant to all schools. The grant will be allocated based on each school’s 2021-22 average daily attendance (ADA) multiplied by their percentage of “unduplicated” pupils (“UPP,” including low income, English learner, foster youth). The funds could be spent on an expansive list of learning recovery and support costs through the 2027-28 school year. This grant hews closely to the Governor’s May Revise budget but targets the funding on “unduplicated” pupils rather than the governor’s per-ADA approach for all students. We preliminarily estimate the **total funding for MWA will be well over \$1M.**

**Arts, music, and instructional materials funding:** The budget appropriates \$3.6 billion to provide a “per-pupil” grant to all schools. While the law specifies using 2021-22 data to allocate the funds, it is not clear as to whether the formula is based on ADA versus enrollment—but should be in the neighborhood of \$600 per. These funds also could be spent on a broad range of items, including instructional materials and staff development related to various subject matter and even “operational costs, including but not limited to retirement and health care cost increases,” and must be encumbered by the end of the 2025-26 school year.

**Independent study compliance requirement:** The adopted trailer bill also hews closely to the Governor’s proposals for tweaking the extensive laws governing independent study. One notable change is that we will have only 10 days, instead of 30 days as in last year to have parents sign the independent study master agreement after the start of the independent study program. Because of these changes, we will have to revise our independent study policy and master agreement. We will submit the updated policy to the MWA board for approval in September board meeting.

**Expanded learning funded with mandate deferred:** The trailer bill increases funding for the Expanded Learning Opportunities Program (ELO-P) while deferring the penalties for not offering expanded learning for an additional year (2023-24). The bill increases funding for schools serving 75 percent or higher proportions of “unduplicated” pupils to \$2,750 per unit of K-6 ADA, multiplied by the school’s unduplicated pupil percentage (all based on prior-year data). Schools serving fewer than 75 percent unduplicated pupils would be funded at a lower rate, estimated by legislative staff at \$1,249 per unduplicated pupil in grades K-6. Since MWA serves more than 75 percent of “unduplicated” pupils, we are expected to receive a bit more ELO-P funding than previously estimated.

**To summarize, key takeaways from the FY23 adopted budget are:**

- 6.25% statutory cost-of-living increase (COLA) for LCFF
- Plus an additional 6.28% to “permanently” increase LCFF
- “Hold-harmless” for FY22 funding
- Even more pandemic funding and other categorical funding
- Further changes to Independent Study law

**Next Steps:**

The enormous K-12 budget trailer bills include 350+ pages of detailed provisions, many of which are poorly drafted. We will continue to review and evaluate the details and we will provide a more detailed update to our government revenues assumptions in the FY23 1<sup>st</sup> interim budget.



## Executive Summary for FY 2021-22 Unaudited Actuals Report

September 1<sup>st</sup>, 2022

### Revenues Summary (Compared with the FY'22 2<sup>nd</sup> Interim Budget):

- Government revenues came in **over budget** by **\$655,433** or **4%**.
- Donation (Non JRSF) came in **under budget** by **\$138,444** or **11%**.
- JRSF contributions were **under budget** by **\$2,275,111** or **20%**.
  - In anticipation of unspent resources and potentially higher government revenues, we requested less JRSF contribution in May.

### Expenses Summary (Compared with the FY'22 2<sup>nd</sup> Interim Budget):

- The total expenses were **under budget** by **\$3,015,091** or **10%**.
  - MWA – “School” expenses were **under budget** by **\$2,630,062** or **10%**.
  - Central Office expenses were **under budget** by **\$385,030** or **10%**.

### Net Income/Loss

- The **net income** is **\$1,306,970**.

### Key Overview for the FY'22 Unaudited Actuals

The following items highlight the **key changes** from the **FY'22 2<sup>nd</sup> Interim Budget** to the **FY' 22 Unaudited Actuals**:

- 1. Government Revenues – Came in over budget by \$655,433 (4%)** due to:
  - a. Actual P2 Average Daily Attendance (ADA) came in higher than the projected ADA in the 2<sup>nd</sup> interim budget (87% vs. 82%).
  - b. Received mental health funding for the special education program.
  - c. Received more state lottery funding due to higher funding rates.
- 2. Personnel Expense**
  - a. Saved on vacant positions including seven teachers, six on-site substitute teachers, and 14 staff.
  - b. Saved on statutory and health benefits due to vacant positions.
- 3. Supplies**
  - a. Saved on computers and IT supplies.
  - b. Saved on student food.
- 4. Contracted Services**
  - a. Saved on travel, IT, and special education services.
  - b. But spent more on substitute teachers due to teacher shortage.

**Detailed Summary of Changes (FY'22 2<sup>nd</sup> Interim Budget to the FY'22 Unaudited Actual)**

**MWA – “SCHOOL” EXPENDITURES: TOTAL CHANGES – Under Budget BY \$2,630,062 (-10%)**

- I. Salaries and Benefits – Under Budget by \$1,592,888 (-10%)**
  - 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 \$310,277 (-27%)**
  - Saved on the IT supplies as Chromebooks purchase was paid by the insurance fund
  - Fewer students participated in the meal program
  - Saved on textbooks by using more eBooks
  - Saved on school and custodial supplies
  
- III. Contracted Services – Under Budget by \$726,897 (-8%)**
  - Saved on conference and travel
  - Saved on copier overages
  - Saved on IT contract services
  - Saved on COVID testing
  - Saved on power washing
  - Saved on special education contract services
  - Saved on school building maintenance

**CENTRAL OFFICE EXPENDITURES: TOTAL CHANGES – Under Budget BY \$385,030 (-10%)**

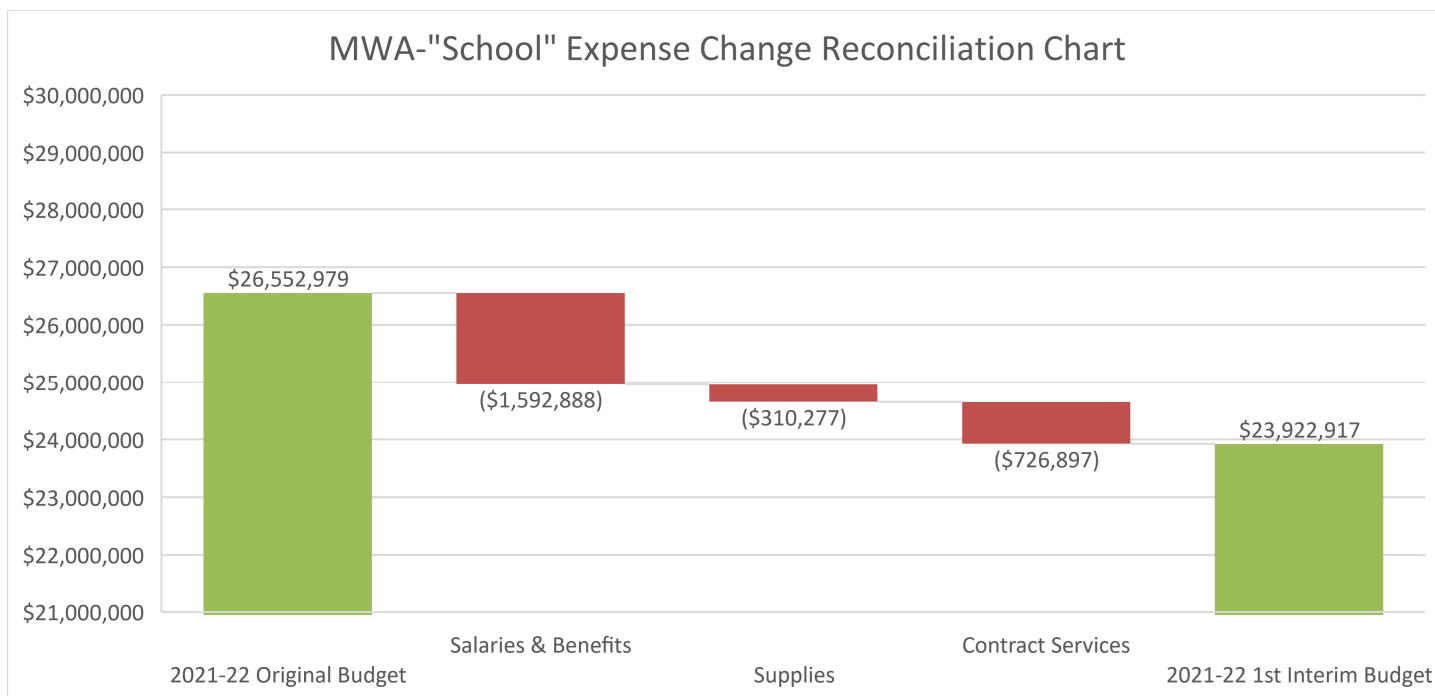
- I. Salaries and Benefits – Under Budget by \$164,434 (-6%)**
  - Saved on vacant position and onboarding HR staff later than expected
  - Saved on CalSTRS and 403(b) retirement contributions
  
- II. Supplies – Under Budget by \$53,875 (-82%)**
  - Saved on office supplies
  - Saved on the contingency fund
  
- III. Contracted Services – Under Budget by \$166,721 (-21%)**
  - Saved on professional development and conference fees
  - Saved on IT contract services
  - Saved on software that is no longer needed
  - Saved on traveling expenses related to staff recruitment

## Appendix A – Summary Financials

### FY'22 Unaudited Actuals Summary Financials for MWA – “School”

#### MWA – “School” – Compare FY'22 Unaudited Actuals to FY'22 2<sup>nd</sup> Interim Budget

Location	2021-22 2 <sup>nd</sup> Interim Budget	2021-22 Unaudited Actuals	\$ Variance	% Variance
<b>Revenues</b>				
<b>Government</b>	\$16,599,205	\$17,254,638	\$655,433	4%
<b>Donation</b>	\$1,315,000	\$1,176,556	-\$138,444	-11%
<b>JRSF</b>	\$8,688,774	\$6,798,693	-\$1,890,081	-22%
<b>Total Revenues</b>	<b>\$26,602,979</b>	<b>\$25,229,887</b>	<b>-\$1,373,092</b>	<b>-5%</b>
<b>Expenses</b>				
<b>Salaries/Benefits</b>	\$16,475,542	\$14,882,654	-\$1,592,888	-10%
<b>Supplies</b>	\$1,141,818	\$831,541	-\$310,277	-27%
<b>Contracted Services</b>	\$8,935,619	\$8,208,722	-\$726,897	-8%
<b>Total Expenses</b>	<b>\$26,552,979</b>	<b>\$23,922,917</b>	<b>-\$2,630,062</b>	<b>-10%</b>
<b>Revenues – Government per ADA</b>	<b>\$18,010</b>	<b>\$17,899</b>	<b>-\$111</b>	<b>-1%</b>
<b>Expenses – Cost per Student (Exclude CO Fees)</b>	<b>\$22,547</b>	<b>\$20,011</b>	<b>-\$2,536</b>	<b>-11%</b>

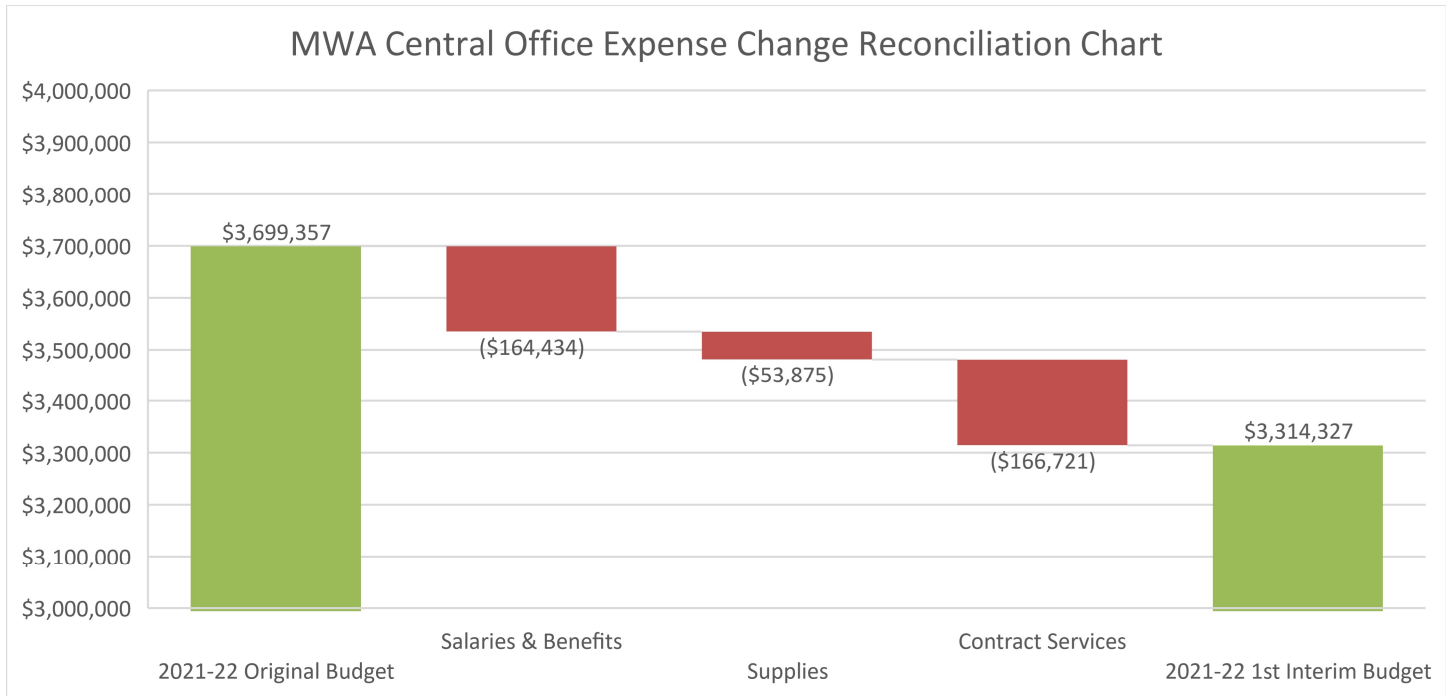




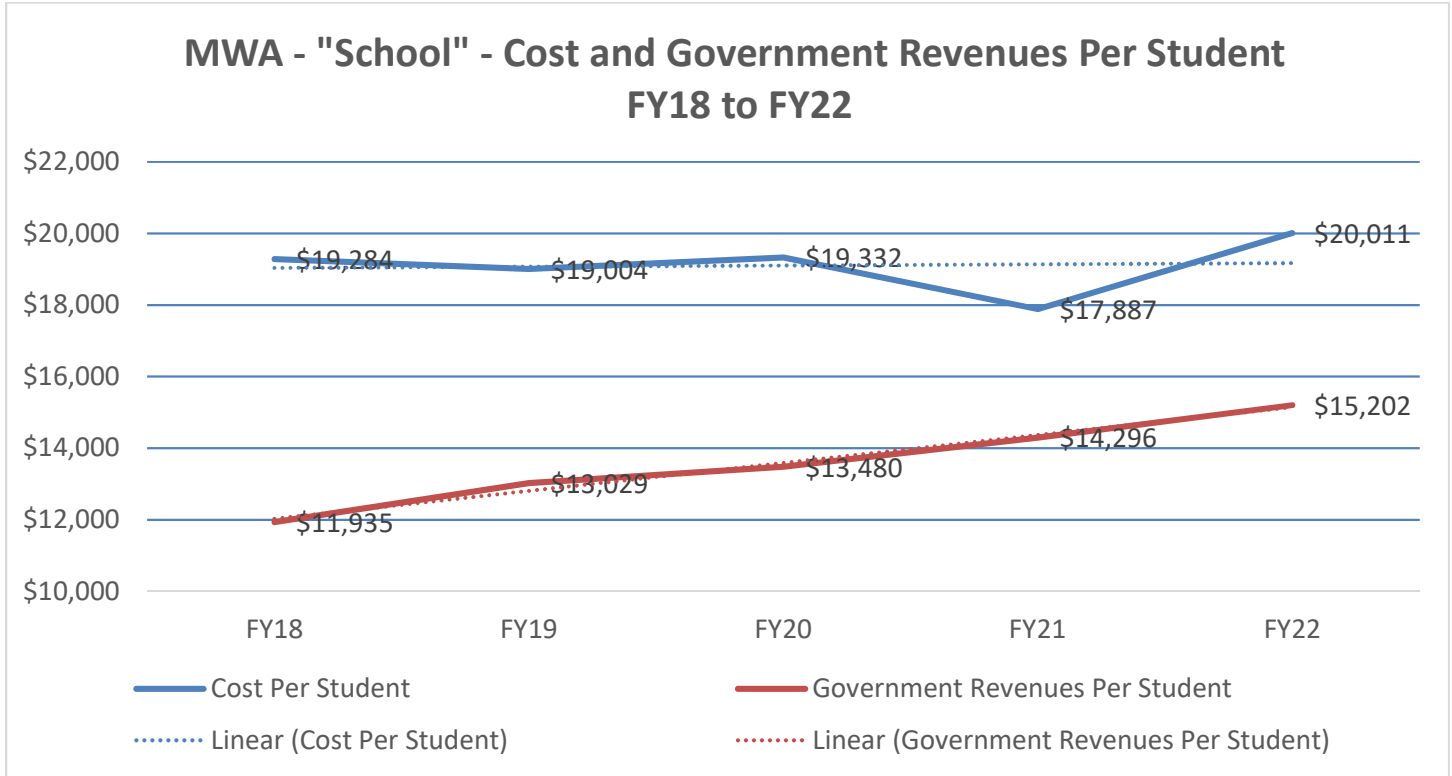
### FY'22 Unaudited Actuals Summary Financials for MWA Central Office

#### MWA Central Office – Compare *FY'22 Unaudited Actuals* to *FY'22 2<sup>nd</sup> Interim Budget*

Location	2021-22 2 <sup>nd</sup> Interim Budget	2021-22 Unaudited Actuals	\$ Variance	% Variance
<b>Revenues</b>				
JRSF	\$2,486,337	\$2,101,307	-\$385,030	-15%
Central Office (Shared Services Allocation)	\$1,210,457	\$1,210,457	\$0	0%
<b>Total Revenues</b>	<b>\$3,696,794</b>	<b>\$3,311,764</b>	<b>-\$385,030</b>	<b>-10%</b>
<b>Expenses</b>				
Salaries/Benefits	\$2,826,690	\$2,662,256	-\$164,434	-6%
Supplies	\$66,050	\$12,175	-\$53,875	-82%
Contracted Services	\$804,054	\$637,333	-\$166,721	-21%
<b>Total Expenses</b>	<b>\$3,696,794</b>	<b>\$3,311,764</b>	<b>-\$385,030</b>	<b>-10%</b>



### Appendix B – Cost and Government Revenues Per Student Over Time



**Making Waves Academy  
Budget FY2022**

**MWA - "School"  
2nd Interim Budget**

	A	B	F	H	K	L	M
	Acct #	Account/Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
2							
3		<b>Income</b>					
4	8011	State Aid - General Apportionment	4,787,595	5,432,154	(644,559)	-12%	
5	8012	Education Protection Account Entitlement	3,240,414	1,944,830	1,295,584	67%	
6	8096	In Lieu of Property Taxes	3,010,544	3,156,599	(146,055)	-5%	
7	8181	Special Education - Federal	151,338	115,005	36,333	32%	
8	8220	Child Nutrition Programs - Fed	425,001	388,741	36,260	9%	
9	8290	Federal Title I - Basic Grant	297,184	308,648	(11,464)	-4%	
10	8295	Federal Title II - Teacher and Principal Training	44,521	46,165	(1,644)	-4%	
11	8296	Federal Title III - LEP	36,905	34,052	2,853	8%	
12	8297	Federal Title IV - Part A - Student Support	23,066	22,601	465	2%	
13	8299	Federal - Other Revenue	3,063	-	3,063		
14	8261	Federal - Elementary and Secondary School Relief I (E	22	-	22		
15	8262	Federal - Elementary and Secondary School Relief II (E	568,821	723,094	(154,273)	-21%	
16	8263	Federal - Elementary and Secondary School Relief III (I	1,511,675	1,366,457	145,218	11%	
17	8311	State - Special Education	695,044	657,829	37,215	6%	
18	8313	State - Special Education - Level 2 Mental Health Fund	40,800	-	40,800		
19	8314	State - Special Education - Level 3 Mental Health Fund	25,794	-	25,794		
20	8319	State - Other Revenue - Prior Years	52,020	-	52,020		
21	8520	Child Nutrition Programs - State	22,999	25,871	(2,872)	-11%	
22	8525	Expanded Learning Opportunity Grant	330,378	568,553	(238,175)	-42%	
23	8545	School Facilities Lease Rmsmnt SB740	1,147,315	1,060,346	86,969	8%	
24	8550	Mandate Block Grand Funding CA	29,627	28,827	800	3%	
25	8560	State Lottery	291,522	209,769	81,753	39%	
27	8592	After School Program Grant	203,483	203,483	-	0%	
28	8621	Measure G Parcel Tax	315,507	306,181	9,326	3%	
29	8808	Realized Gains/Losses on Investments	563	-	563		
31	8980	Contribution - Unrestricted	1,170,613	1,200,000	(29,387)	-2%	No contribution from John Scully's IRA account + Donation from Scully's son \$100K changed from Restricted to Unrestricted
32	8981	John Regina Scully (JRS)	6,798,693	8,688,774	(1,890,081)	-22%	
33	8986	School Supplies	5,380	6,000	(620)	-10%	
34	8988	In-Kind Donations	-	9,000	(9,000)	-100%	Previously Fruge In-Kind donation
35	8990	Contribution - Restricted	-	100,000	(100,000)	-100%	
37		<b>Total Income</b>	<b>25,229,887</b>	<b>26,602,979</b>	<b>(1,373,092)</b>	<b>-5%</b>	
38							

**Making Waves Academy  
Budget FY2022**

**MWA - "School"  
2nd Interim Budget**

	A	B	F	H	K	L	M
2	Acct #	Account/Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
43		<b>Expenses</b>					
44	1100	Teacher Salaries	4,427,704	5,014,828	(587,124)	-12%	Variance from the following: • Not having faculty members to make up school days for the school closures in January: -\$200K • 6.67 FTE Teacher vacancies: -US Earth & Space Science Teacher: -\$32K -Encore - Online Learning Teacher: -\$10K -US Math Teacher: -\$47K -US Science Teacher: -\$20K -MS Science Teacher: -\$18K -SPED Resource Teacher: -\$30K -Other 8 Teachers (0.67 FTE) with 1 month salary budgeted: -\$55K • Summer Stipends: -\$25K • Independent Study Stipend: -\$25K • Extra Work Sub Coverage Stipend: -\$50K • Content & Grade Level Lead Stipends: -\$20K • Coordinator Stipends: -\$35K • Other Club Stipends: -\$20K
45	1103	Substitute Teacher Salaries	647,487	703,737	(56,250)	-8%	Variance from 6 On-Site Subs vacancies
46	1200	Certificated Pupil Support	696,157	703,640	(7,483)	-1%	
47	1300	Certificated Supervisor & Administrator Salaries	1,372,213	1,362,840	9,373	1%	
48	1409	Certificated Special Temporary COLA Bonus	1,560,500	1,670,000	(109,500)	-7%	Savings from vacancies
49	1900	Certificated Other Salaries	360,711	354,762	5,949	2%	
50	2100	Classified Instructional Aide Salaries	564,247	551,624	12,623	2%	
51	2200	Classified Support Staff Salaries	682,655	745,067	(62,412)	-8%	Variance from the following: • Savings from onboarding one Campus Supervisor at a later date: -12K • Vacancies: • Campus Supervisor: -20K • Lead Campus Supervisor: -\$22K • Student Support Services Assistant: -\$8K
52	2300	Classified Supervisor & Administrator Salaries	708,080	695,927	12,153	2%	
53	2400	Classified Clerical and Office Salaries	593,011	624,232	(31,221)	-5%	Variance savings from the following: • Parent Engagement Coordinator vacancy: -\$10K • Onboarded Assistant Substitute Coordinator near end of June: -\$21K
54	2900	Classified Other Salaries	154,578	140,994	13,584	10%	
55		<b>Total Salaries</b>	<b>11,767,343</b>	<b>12,567,652</b>	<b>(800,309)</b>	<b>-6%</b>	

**Making Waves Academy  
Budget FY2022**

**MWA - "School"  
2nd Interim Budget**

	A	B	F	H	K	L	M
2	Acct #	Account/Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
56	3101	Certificated STRS	1,189,781	1,454,754	(264,973)	-18%	Variance from vacancies and stipends
57	3301	Certificated Social Security/Medicare	349,505	386,305	(36,800)	-10%	
58	3401	Certificated Health & Welfare Benefits	1,512,446	1,693,125	(180,679)	-11%	Variance from vacancies
59	3501	Certificated Unemployment Insurance	15,613	15,613	0	0%	
60	3601	Certificated Workers Comp Insurance	115,475	137,029	(21,554)	-16%	Premium refund from the broker
61	3701	Certificated Retirement Match	55,350	103,998	(48,648)	-47%	Not all employees taking advantage of 403(B) matching program
62	3999	Accrued Paid Time Off	(122,859)	117,066	(239,925)	-205%	Variance due to employee terminations and employees taking more vacation during the year than usual
63		<b>Total Benefits</b>	<b>3,115,311</b>	<b>3,907,890</b>	<b>(792,579)</b>	<b>-20%</b>	
64		<b>Total Salaries &amp; Benefits</b>	<b>14,882,654</b>	<b>16,475,542</b>	<b>(1,592,888)</b>	<b>-10%</b>	
65							
66	4100	Approved Textbooks and Core Curricula Materials	97,575	161,000	(63,425)	-39%	More e-textbooks purchased versus physical textbooks
67	4200	Books and Other Reference Materials	-	2,000	(2,000)	-100%	
68	4315	Custodial Supplies	41,358	100,000	(58,642)	-59%	Fewer custodial supplies needed for the year
69	4325	Instructional Materials & Supplies	199,490	225,001	(25,511)	-11%	Fewer materials and supplies needed for the school year
70	4330	Office Supplies	-	1,500	(1,500)	-100%	
71	4390	Other Food	-	5,000	(5,000)	-100%	
72	4410	Furniture, Equipment & Supplies (non-capitalized)	-	7,000	(7,000)	-100%	
73	4420	Computers and IT Supplies (non-capitalized)	159,356	221,465	(62,109)	-28%	Savings from: • Chromebooks paid by Chromebook insurance fund • Fewer IT supplies needed than anticipated
74	4710	Student Food Services	333,762	406,852	(73,090)	-18%	Less food served to students and community than anticipated
75	4910	Emergency Supplies	-	5,000	(5,000)	-100%	
76	4990	Contingency	-	7,000	(7,000)	-100%	
77		<b>Total Supplies</b>	<b>831,541</b>	<b>1,141,818</b>	<b>(310,277)</b>	<b>-27%</b>	
78	5210	Conference Fees	89,775	100,875	(11,100)	-11%	Fewer conferences, memberships, and PDs due to COVID
79	5215	Travel - Mileage, Parking, Tolls	647	7,125	(6,478)	-91%	
80	5220	Travel - Airfare & Lodging	2,850	17,775	(14,925)	-84%	
81	5225	Travel - Meals & Entertainment	433	13,550	(13,117)	-97%	
82	5305	Professional Dues & Memberships	5,991	13,100	(7,109)	-54%	
83	5421	General Liability Insurance	238,430	238,949	(519)	0%	
84	5510	Utilities - Gas and Electric	338,003	336,000	2,003	1%	
85	5515	Janitorial & Gardening Services	547,527	546,600	927	0%	
86	5525	Utilities - Waste	52,848	56,000	(3,152)	-6%	
87	5530	Utilities - Water	63,335	81,000	(17,665)	-22%	
88	5605	Equipment Leases and Rentals	93,848	148,800	(54,952)	-37%	Copier lease contracts and copy overages came in less than budgeted
89	5610	Occupancy Rent	1,753,179	1,753,179	-	0%	
90	5612	Additional Facilities Use Fees	12,247	23,500	(11,253)	-48%	

**Making Waves Academy  
Budget FY2022**

**MWA - "School"  
2nd Interim Budget**

	A	B	F	H	K	L	M
2	Acct #	Account/Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
91	5615	Repairs and Maintenance - Building	96,355	160,000	(63,645)	-40%	Less building maintenance needed than anticipated
92	5617	Repairs and Maintenance - Non-computer Equipment	-	3,000	(3,000)	-100%	
93	5618	Repairs & Maintenance - Auto	1,754	6,500	(4,746)	-73%	
97	5806	County Oversight Fees	110,386	107,000	3,386	3%	
98	5810	Contracted Services	509,369	790,991	(281,622)	-36%	Savings from: • Off-site COVID testing: \$-45K • Power Washing for buildings (Did not happen in FY22): -\$25K • Bilingual Receptionist, Online Grading & Data Entry Support (APEX), 504 Plan Entry & Coordination contract services: -\$155K • Mindful Education Contract: \$-20K • Other Contract Services: -\$37K
99	5810.001	Food Service Administration	-	1,000	(1,000)	-100%	
101	5810.003	Student Transportation	144,118	164,710	(20,592)	-13%	Less student transportation needed for SPED students
102	5810.004	Intervention & Consultation	400,047	400,183	(136)	0%	
103	5810.005	Psychological Services	676,518	689,566	(13,048)	-2%	
104	5810.006	Substitute Teachers	148,771	95,000	53,771	57%	Contract Services for substitute teachers due to teacher shortages
105	5810.007	Interscholastic - Coaches	41,788	90,000	(48,212)	-54%	Offsets account 2900 above for coaches stipends paid to employees
106	5810.008	Information Technology	932,573	1,003,469	(70,896)	-7%	Learning Technology department's budget was less utilized, will work with Learning Tech's Director to fine tune moving forward
108	5811	Student Exam Fees	14,577	17,000	(2,423)	-14%	
111	5821	Printing and Reproduction	12,376	29,000	(16,624)	-57%	
112	5840	Entrance, Admission, & Ticket Fees (not staff conferen	7,105	37,900	(30,795)	-81%	Fewer study trips due to COVID
114	5851	Continuing Education Support	84,253	102,500	(18,247)	-18%	
116	5897	Special Ed Contract Services	410,929	461,290	(50,361)	-11%	Less SPED contract service needed than anticipated
117	5898	Use Tax	1,311	1,000	311	31%	
118	5905	Company Cell Phones	33,296	72,200	(38,904)	-54%	Offsets amount from 5905-Company Cell Phones account to 5910-Internet for hot spot devices for students and staff
119	5910	Internet and Wifi	129,851	101,600	28,251	28%	
120	5915	Postage and Delivery	18,893	22,000	(3,107)	-14%	
121	5920	Landlines and Office Based Phones	6,681	7,800	(1,119)	-14%	
123	6900	Depreciation and Amortization	18,201	25,000	(6,799)	-27%	
124	INCO.EXP	5895 Central Office (Shared Services Allocation)	1,210,457	1,210,457	-	0%	
125		<b>Total Contract Services</b>	<b>8,208,722</b>	<b>8,935,619</b>	<b>(726,897)</b>	<b>-8%</b>	
126							
127		<b>Total Salaries &amp; Benefits</b>	<b>14,882,654</b>	<b>16,475,542</b>	<b>(1,592,888)</b>	<b>-10%</b>	
128		<b>Total Supplies</b>	<b>831,541</b>	<b>1,141,818</b>	<b>(310,277)</b>	<b>-27%</b>	
129		<b>Total Contract Services</b>	<b>8,208,722</b>	<b>8,935,619</b>	<b>(726,897)</b>	<b>-8%</b>	
130		<b>Total Expenses</b>	<b>23,922,917</b>	<b>26,552,979</b>	<b>(2,630,062)</b>	<b>-10%</b>	
148							
149		<b>Net Income</b>	<b>1,306,970</b>	<b>50,000</b>			

**Making Waves Academy  
Budget FY2022**

**MWA Central Office  
2nd Interim Budget**

	A	B	F	H	K	L	M
2	Account #	Account Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	Variance FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
3		<b>Income</b>					
32	8981	John Regina Scully (JRS)	2,101,307	2,486,337	(385,030)	-15%	
36	INCO.INC	Central Office (Revenue from Shared Services Allocation)	1,210,457	1,210,457	-	0%	
37		<b>Total Income</b>	<b>3,311,764</b>	<b>3,696,794</b>	<b>(385,030)</b>	<b>-10%</b>	
38							
42							
43		<b>Expenses</b>					
48	1409	Certificated Special Temporary COLA Bonus	172,000	182,000	(10,000)	-5%	
52	2300	Classified Supervisor & Administrator Salaries	1,794,975	1,821,247	(26,272)	-1%	Savings from onboarding HR Employment Manager later than expected
53	2400	Classified Clerical and Office Salaries	152,511	174,710	(22,199)	-13%	Vacant position - Student Recruitment & Engagement Coordinator
55		<b>Total Salaries</b>	<b>2,119,486</b>	<b>2,177,957</b>	<b>(58,471)</b>	<b>-3%</b>	
56	3101	Certificated STRS	49,573	56,287	(6,714)	-12%	
57	3301	Certificated Social Security/Medicare	128,463	135,305	(6,842)	-5%	
58	3401	Certificated Health & Welfare Benefits	275,509	249,425	26,084	10%	Under-budgeted for staff enrolled in family plans and premium increase due to age increase
59	3501	Certificated Unemployment Insurance	5,607	5,606	1	0%	
60	3601	Certificated Workers Comp Insurance	25,604	28,313	(2,709)	-10%	
61	3701	Certificated Retirement Match	65,381	74,848	(9,467)	-13%	
62	3999	Accrued Paid Time Off	(7,367)	98,948	(106,315)	-107%	Variance due to employee terminations and employees taking more vacation during the year than usual
63		<b>Total Benefits</b>	<b>542,770</b>	<b>648,733</b>	<b>(105,963)</b>	<b>-16%</b>	
64		<b>Total Salaries &amp; Benefits</b>	<b>2,662,256</b>	<b>2,826,690</b>	<b>(164,434)</b>	<b>-6%</b>	
65							



**Making Waves Academy  
Budget FY2022**

**MWA Central Office  
2nd Interim Budget**

	A	B	F	H	K	L	M
2	Account #	Account Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	Variance FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
67	4200	Books and Other Reference Materials	-	1,700	(1,700)	-100%	
70	4330	Office Supplies	6,970	7,400	(430)	-6%	
71	4390	Other Food	-	2,000	(2,000)	-100%	
72	4410	Furniture, Equipment & Supplies (non-capitalized)	-	1,500	(1,500)	-100%	
73	4420	Computers and IT Supplies (non-capitalized)	5,205	13,450	(8,245)	-61%	
76	4990	Contingency	-	40,000	(40,000)	-100%	
77		<b>Total Supplies</b>	<b>12,175</b>	<b>66,050</b>	<b>(53,875)</b>	<b>-82%</b>	
78	5210	Conference Fees	6,163	23,000	(16,837)	-73%	
79	5215	Travel - Mileage, Parking, Tolls	502	2,700	(2,198)	-81%	Savings from fewer PD's attended due to Travel restrictions of COVID-19
80	5220	Travel - Airfare & Lodging	3,064	5,500	(2,436)	-44%	
81	5225	Travel - Meals & Entertainment	236	3,350	(3,114)	-93%	
82	5305	Professional Dues & Memberships	21,810	25,500	(3,690)	-14%	
88	5605	Equipment Leases and Rentals	3,627	6,200	(2,573)	-42%	
94	5803	Accounting Fees	28,087	30,000	(1,913)	-6%	
95	5804	Legal Fees	97,430	70,000	27,430	39%	Contracts reviewed by Legal team & Legal research of COVID-19 vaccine accommodations, independent study, student discipline issues and etc.
98	5810	Contracted Services	236,492	268,950	(32,458)	-12%	Less contract service than anticipated
100	5810.002	Student Information & Assessment	38,694	63,247	(24,553)	-39%	Software budgeted no longer needed
102	5810.004	Intervention & Consultation	-	15,000	(15,000)	-100%	
103	5810.005	Psychological Services	-	5,000	(5,000)	-100%	
106	5810.008	Information Technology	52,226	94,308	(42,082)	-45%	Savings from: • Website development was not needed • Additional staff survey and web meeting software subscription was replaced with other existing subscription
110	5820	Recruiting - Students	12,945	10,000	2,945	29%	
111	5821	Printing and Reproduction	4,447	2,500	1,947	78%	Informational booklets and business cards
113	5850	Staff Recruitment	56,052	84,750	(28,698)	-34%	Lower staff recruitment expenses than anticipated
114	5851	Continuing Education Support	9,948	20,000	(10,052)	-50%	
115	5853	Payroll Processing Fees	50,522	54,000	(3,478)	-6%	
118	5905	Company Cell Phones	11,495	15,500	(4,005)	-26%	
119	5910	Internet and Wifi	-	-	-		
120	5915	Postage and Delivery	3,508	3,550	(42)	-1%	
122	5992	Bank fees	85	1,000	(915)	-92%	
125		<b>Total Contract Services</b>	<b>637,333</b>	<b>804,054</b>	<b>(166,721)</b>	<b>-21%</b>	
126							

**Making Waves Academy  
Budget FY2022**

**MWA Central Office  
2nd Interim Budget**

	A	B	F	H	K	L	M
2	Account #	Account Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	Variance FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
127		Total Salaries & Benefits	2,662,256	2,826,690	(164,434)	-6%	
128		Total Supplies	12,175	66,050	(53,875)	-82%	
129		Total Contract Services	637,333	804,054	(166,721)	-21%	
130		<b>Total Expenses</b>	<b>3,311,764</b>	<b>3,696,794</b>	<b>(385,030)</b>	<b>-10%</b>	
131							
132		<b>Net Income</b>	<b>0</b>	<b>0</b>			
133							

Making Waves Academy  
Budget FY2022

MWA-"School" and MWA Central Office  
2nd Interim Budget

	A	B	F	H	K	L
1		<b>Summary</b>				
2	<b>Account #</b>	<b>Account Title</b>	<b>Unaudited Actual FY22 (A)</b>	<b>FY2022 2nd Interim Budget (C)</b>	<b>Variance FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)</b>	<b>% Variance (A) vs. (C)</b>
3		<b>Income</b>				
4	8011	State Aid - General Apportionment	4,787,595	5,432,154	(644,559)	-12%
5	8012	Education Protection Account Entitlement	3,240,414	1,944,830	1,295,584	67%
6	8096	In Lieu of Property Taxes	3,010,544	3,156,599	(146,055)	-5%
7	8181	Special Education - Federal	151,338	115,005	36,333	32%
8	8220	Child Nutrition Programs - Fed	425,001	388,741	36,260	9%
9	8290	Federal Title I - Basic Grant	297,184	308,648	(11,464)	-4%
10	8295	Federal Title II - Teacher and Principal Train	44,521	46,165	(1,644)	-4%
11	8296	Federal Title III - LEP	36,905	34,052	2,853	8%
12	8297	Federal Title IV - Part A - Student Support	23,066	22,601	465	2%
13	8299	Federal - Other Revenue	3,063	-	3,063	
14	8261	Federal - Elementary and Secondary School	22	-	22	
15	8262	Federal - Elementary and Secondary School	568,821	723,094	(154,273)	-21%
16	8263	Federal - Elementary and Secondary School	1,511,675	1,366,457	145,218	11%
17	8311	State - Special Education	695,044	657,829	37,215	6%
18	8313	State - Special Education - Level 2 Mental H	40,800	-	40,800	
19	8314	State - Special Education - Level 3 Mental H	25,794	-	25,794	
20	8319	State - Other Revenue - Prior Years	52,020	-	52,020	
21	8520	Child Nutrition Programs - State	22,999	25,871	(2,872)	-11%
22	8525	Expanded Learning Opportunity Grant	330,378	568,553	(238,175)	-42%
23	8545	School Fac Lease Rmbsmnt SB740	1,147,315	1,060,346	86,969	8%
24	8550	Mandate Block Grand Funding CA	29,627	28,827	800	3%
25	8560	State Lottery	291,522	209,769	81,753	39%
27	8592	After School Program Grant	203,483	203,483	-	0%
28	8621	Measure G Parcel Tax	315,507	306,181	9,326	3%
29	8808	Realized Gains/Losses on Investments	563	-	563	
31	8980	Contribution - Unrestricted	1,170,613	1,200,000	(29,387)	-2%
32	8981	John Regina Scully (JRS)	8,900,000	11,175,111	(2,275,111)	-20%
33	8986	School Supplies	5,380	6,000	(620)	-10%
34	8988	In-Kind Donations	-	9,000	(9,000)	-100%
35	8990	Contribution - Restricted	-	100,000	(100,000)	-100%
36	INCO.INC	Central Office (Revenue from Shared Servic	1,210,457	1,210,457	-	0%
37		<b>Total Income</b>	<b>28,541,651</b>	<b>30,299,773</b>	<b>(1,758,122)</b>	<b>-6%</b>
38						

Making Waves Academy  
Budget FY2022

MWA-"School" and MWA Central Office  
2nd Interim Budget

	A	B	F	H	K	L
2	Account #	Account Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	Variance FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)
43		<b>Expenses</b>				
44	1100	Teacher Salaries	4,427,704	5,014,828	(587,124)	-12%
45	1103	Substitute Teacher Salaries	647,487	703,737	(56,250)	-8%
46	1200	Certificated Pupil Support	696,157	703,640	(7,483)	-1%
47	1300	Certificated Supervisor & Administrator Salaries	1,372,213	1,362,840	9,373	1%
48	1409	Certificated Special Temporary COLA Bonus	1,732,500	1,852,000	(119,500)	-6%
49	1900	Certificated Other Salaries	360,711	354,762	5,949	2%
50	2100	Classified Instructional Aide Salaries	564,247	551,624	12,623	2%
51	2200	Classified Support Staff Salaries	682,655	745,067	(62,412)	-8%
52	2300	Classified Supervisor & Administrator Salaries	2,503,055	2,517,174	(14,119)	-1%
53	2400	Classified Clerical and Office Salaries	745,522	798,942	(53,420)	-7%
54	2900	Classified Other Salaries	154,578	140,994	13,584	10%
55		<b>Total Salaries</b>	<b>13,886,829</b>	<b>14,745,609</b>	<b>(858,780)</b>	<b>-6%</b>
56	3101	Certificated STRS	1,239,354	1,511,041	(271,687)	-18%
57	3301	Certificated Social Security/Medicare	477,968	521,610	(43,642)	-8%
58	3401	Certificated Health & Welfare Benefits	1,787,955	1,942,550	(154,595)	-8%
59	3501	Certificated Unemployment Insurance	21,220	21,219	1	0%
60	3601	Certificated Workers Comp Insurance	141,079	165,343	(24,264)	-15%
61	3701	Certificated Retirement Match	120,731	178,846	(58,115)	-32%
62	3999	Accrued Paid Time Off	(130,226)	216,014	(346,240)	-160%
63		<b>Total Benefits</b>	<b>3,658,081</b>	<b>4,556,623</b>	<b>(898,542)</b>	<b>-20%</b>
64		<b>Total Salaries &amp; Benefits</b>	<b>17,544,910</b>	<b>19,302,232</b>	<b>(1,757,322)</b>	<b>-9%</b>
65						
66	4100	Approved Textbooks and Core Curricula Materials	97,575	161,000	(63,425)	-39%
67	4200	Books and Other Reference Materials	-	3,700	(3,700)	-100%
68	4315	Custodial Supplies	41,358	100,000	(58,642)	-59%
69	4325	Instructional Materials & Supplies	199,490	225,001	(25,511)	-11%
70	4330	Office Supplies	6,970	8,900	(1,930)	-22%
71	4390	Other Food	-	7,000	(7,000)	-100%
72	4410	Furniture, Equipment & Supplies (non-capitalized)	-	8,500	(8,500)	-100%
73	4420	Computers and IT Supplies (non-capitalized)	164,561	234,915	(70,354)	-30%
74	4710	Student Food Services	333,762	406,852	(73,090)	-18%
75	4910	Emergency Supplies	-	5,000	(5,000)	-100%
76	4990	Contingency	-	47,000	(47,000)	-100%
77		<b>Total Supplies</b>	<b>843,716</b>	<b>1,207,868</b>	<b>(364,152)</b>	<b>-30%</b>

Making Waves Academy  
Budget FY2022

MWA-"School" and MWA Central Office  
2nd Interim Budget

	A	B	F	H	K	L
2	Account #	Account Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	Variance FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)
78	5210	Conference Fees	95,938	123,875	(27,937)	-23%
79	5215	Travel - Mileage, Parking, Tolls	1,149	9,825	(8,676)	-88%
80	5220	Travel - Airfare & Lodging	5,914	23,275	(17,361)	-75%
81	5225	Travel - Meals & Entertainment	669	16,900	(16,231)	-96%
82	5305	Professional Dues & Memberships	27,801	38,600	(10,799)	-28%
83	5421	General Liability Insurance	238,430	238,949	(519)	0%
84	5510	Utilities - Gas and Electric	338,003	336,000	2,003	1%
85	5515	Janitorial & Gardening Services	547,527	546,600	927	0%
86	5525	Utilities - Waste	52,848	56,000	(3,152)	-6%
87	5530	Utilities - Water	63,335	81,000	(17,665)	-22%
88	5605	Equipment Leases and Rentals	97,475	155,000	(57,525)	-37%
89	5610	Occupancy Rent	1,753,179	1,753,179	-	0%
90	5612	Additional Facilities Use Fees	12,247	23,500	(11,253)	-48%
91	5615	Repairs and Maintenance - Building	96,355	160,000	(63,645)	-40%
92	5617	Repairs and Maintenance - Non-computer E	-	3,000	(3,000)	-100%
93	5618	Repairs & Maintenance - Auto	1,754	6,500	(4,746)	-73%
94	5803	Accounting Fees	28,087	30,000	(1,913)	-6%
95	5804	Legal Fees	97,430	70,000	27,430	39%
96	5805	External Management and Administrative Fe	-	-	-	
97	5806	County Oversight Fees	110,386	107,000	3,386	3%
98	5810	Contracted Services	745,861	1,059,941	(314,080)	-30%
99	5810.001	Food Service Administration	-	1,000	(1,000)	-100%
100	5810.002	Student Information & Assessment	38,694	63,247	(24,553)	-39%
101	5810.003	Student Transportation	144,118	164,710	(20,592)	-13%
102	5810.004	Intervention & Consultation	400,047	415,183	(15,136)	-4%
103	5810.005	Psychological Services	676,518	694,566	(18,048)	-3%
104	5810.006	Substitute Teachers	148,771	95,000	53,771	57%
105	5810.007	Interscholastics - Coaches	41,788	90,000	(48,212)	-54%
106	5810.008	Information Technology	984,799	1,097,776	(112,977)	-10%
107	5810.009	Outsourced Teaching	-	-	-	
108	5811	Student Exam Fees	14,577	17,000	(2,423)	-14%
109	5812	College Entrance Exams	-	-	-	
110	5820	Recruiting - Students	12,945	10,000	2,945	29%
111	5821	Printing and Reproduction	16,823	31,500	(14,677)	-47%
112	5840	Entrance, Admission, & Ticket Fees (not staf	7,105	37,900	(30,795)	-81%
113	5850	Staff Recruitment	56,052	84,750	(28,698)	-34%

Making Waves Academy  
Budget FY2022

MWA-"School" and MWA Central Office  
2nd Interim Budget

	A	B	F	H	K	L
2	Account #	Account Title	Unaudited Actual FY22 (A)	FY2022 2nd Interim Budget (C)	Variance FY21 Unaudited Actual vs. FY22 2nd Interim (A-C)	% Variance (A) vs. (C)
114	5851	Continuing Education Support	94,201	122,500	(28,299)	-23%
115	5853	Payroll Processing Fees	50,522	54,000	(3,478)	-6%
116	5897	Special Ed Encroachment WCCUSD	410,929	461,290	(50,361)	-11%
117	5898	Use Tax	1,311	1,000	311	31%
118	5905	Company Cell Phones	44,791	87,700	(42,909)	-49%
119	5910	Internet and Wifi	129,851	101,600	28,251	28%
120	5915	Postage and Delivery	22,401	25,550	(3,149)	-12%
121	5920	Landlines and Office Based Phones	6,681	7,800	(1,119)	-14%
122	5992	Bank fees	85	1,000	(915)	-92%
123	6900	Depreciation and Amortization	18,201	25,000	(6,799)	-27%
124	INCO.EXP	5895 Central Office (Shared Services Allocat	1,210,457	1,210,457	-	0%
125		<b>Total Contract Services</b>	<b>8,846,055</b>	<b>9,739,673</b>	<b>(893,618)</b>	<b>-9%</b>
126						
127		Total Salaries & Benefits	17,544,910	19,302,232	(1,757,322)	-9%
128		Total Supplies	843,716	1,207,868	(364,152)	-30%
129		Total Contract Services	8,846,055	9,739,673	(893,618)	-9%
130		<b>Total Expenses</b>	<b>27,234,681</b>	<b>30,249,772</b>	<b>(3,015,091)</b>	<b>-10%</b>
131						
132		<b>Net Income</b>	<b>1,306,970</b>	<b>50,000</b>		
133						

# Coversheet

## Slides Presented at Board Meeting

**Section:** VI. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)  
**Item:** A. Slides Presented at Board Meeting  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** SBAC Deep Dive Slides September 2022.pptx





# Deep Dive: SBAC Results (Preliminary) 2022

Presenter(s): Alton B. Nelson, Jr. & Molly Moloney  
September 2022

Powered by BoardOnTrack



*Learn. Graduate. Give Back.*

# Table of Contents

1. Introduction & Context
2. ELA & Math SBAC;  
Science CAST Results
3. Response to Data,  
Questions, and Discussion





# Guiding Questions

- What questions do you have about the data?
- What might we be missing, as we think about root causes or next steps?
- Is there any additional data that you would find helpful that we can provide?





# Special Considerations

- This data is preliminary— to be used by MWA staff and board for planning purposes.
  - We do not yet have the public state release data, could be some minor changes.
  - We do have over 99% of scores, so we do not anticipate major changes.
  - Comparative data (from other schools, districts, or the state averages) is not yet available; it will be released with the California State Dashboard in December.

**PRELIMINARY**





# Headlines

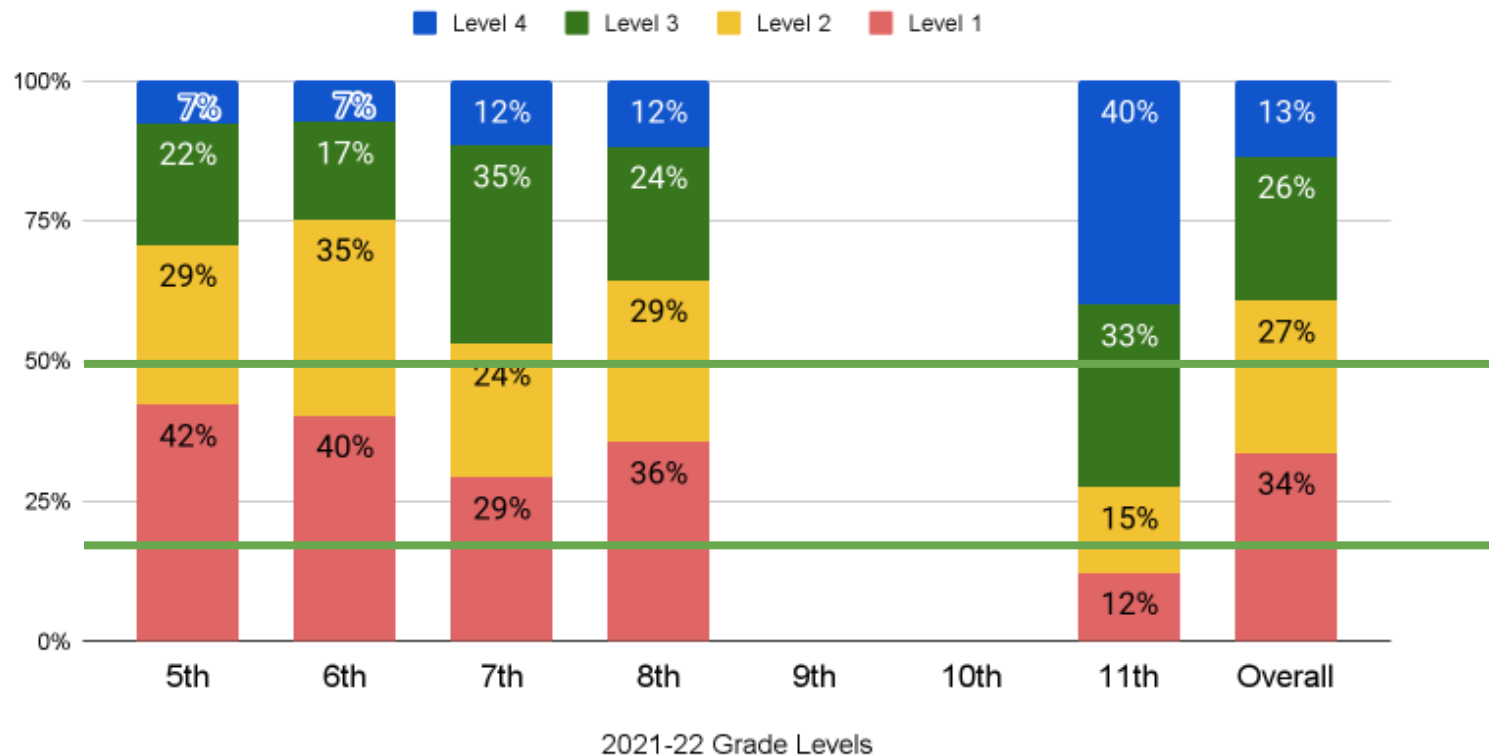
- Over **98%** of our eligible students completed the CAASPP assessments.
- Our **overall proficiency** levels on SBAC in 2021-22 are very similar to those of the previous year (2020-21, distance learning).
- **11th grade** showed considerable gains compared to last year on SBAC, approaching some pre-covid levels, especially in ELA.
- **Middle school** scores declined slightly from last year, though 7th grade showed growth in both math and ELA, and 5th grade made gains in science.

# ELA





## ELA SBAC Achievement Levels, by grade level (MWA 2021-22)

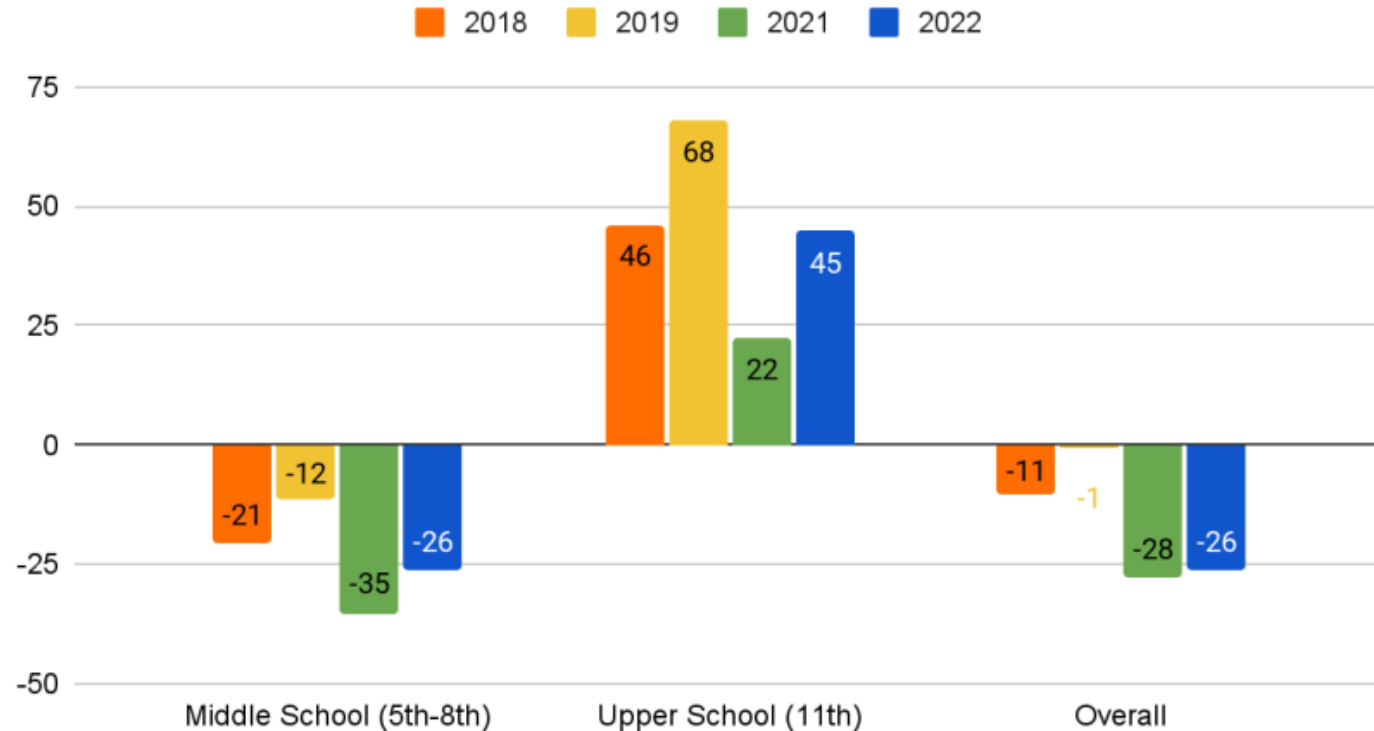




# “Distance from Standard” over time



## ELA Distance from Standard (DFS) over time, by division

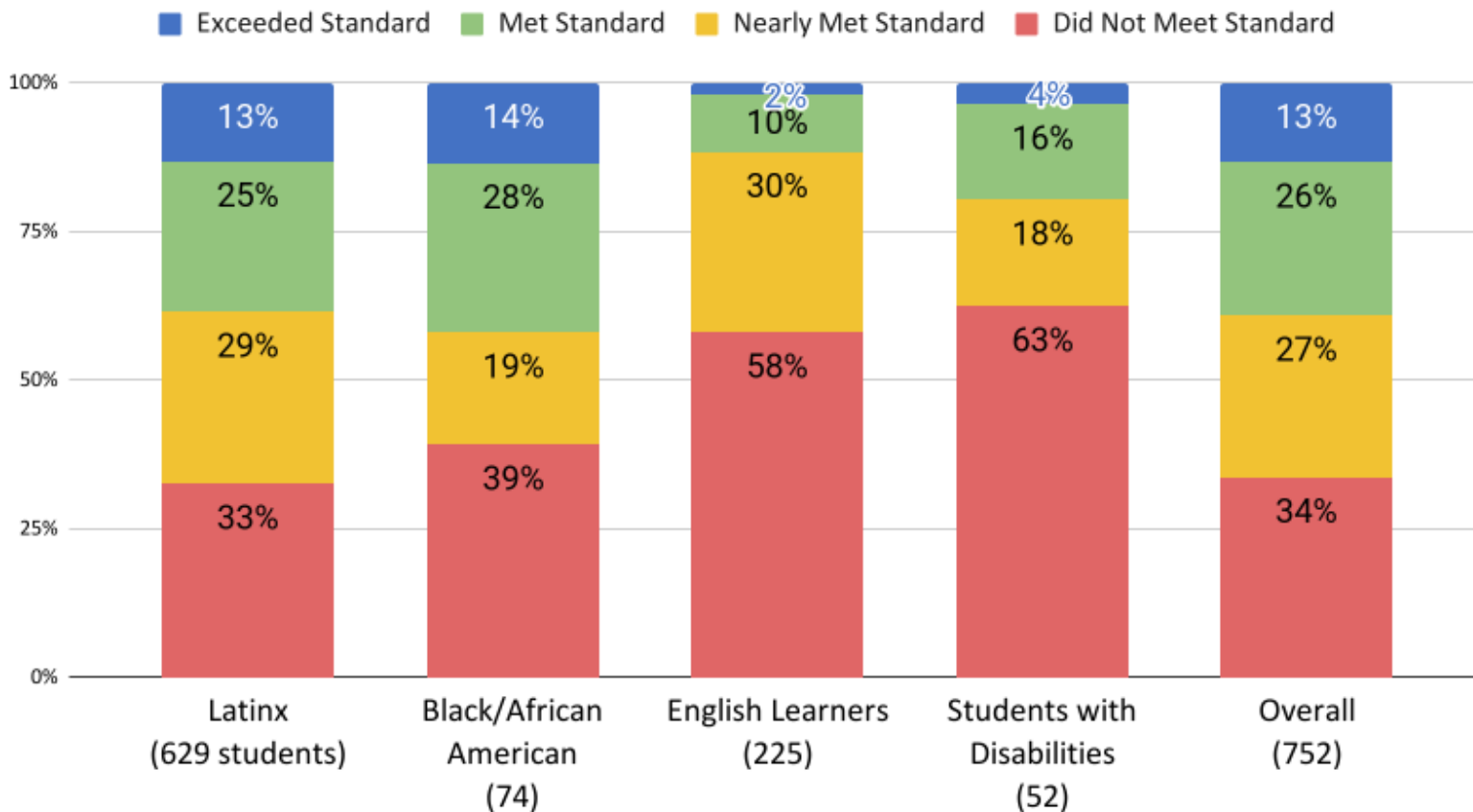


### Distance from standard

measures how far above or below students are from the proficiency threshold. Positive numbers represent scores above the standard for grade-level standard (level 3) and negative numbers represent average score below.



## ELA SBAC by Student Groups (all tested grades, 2021-22)

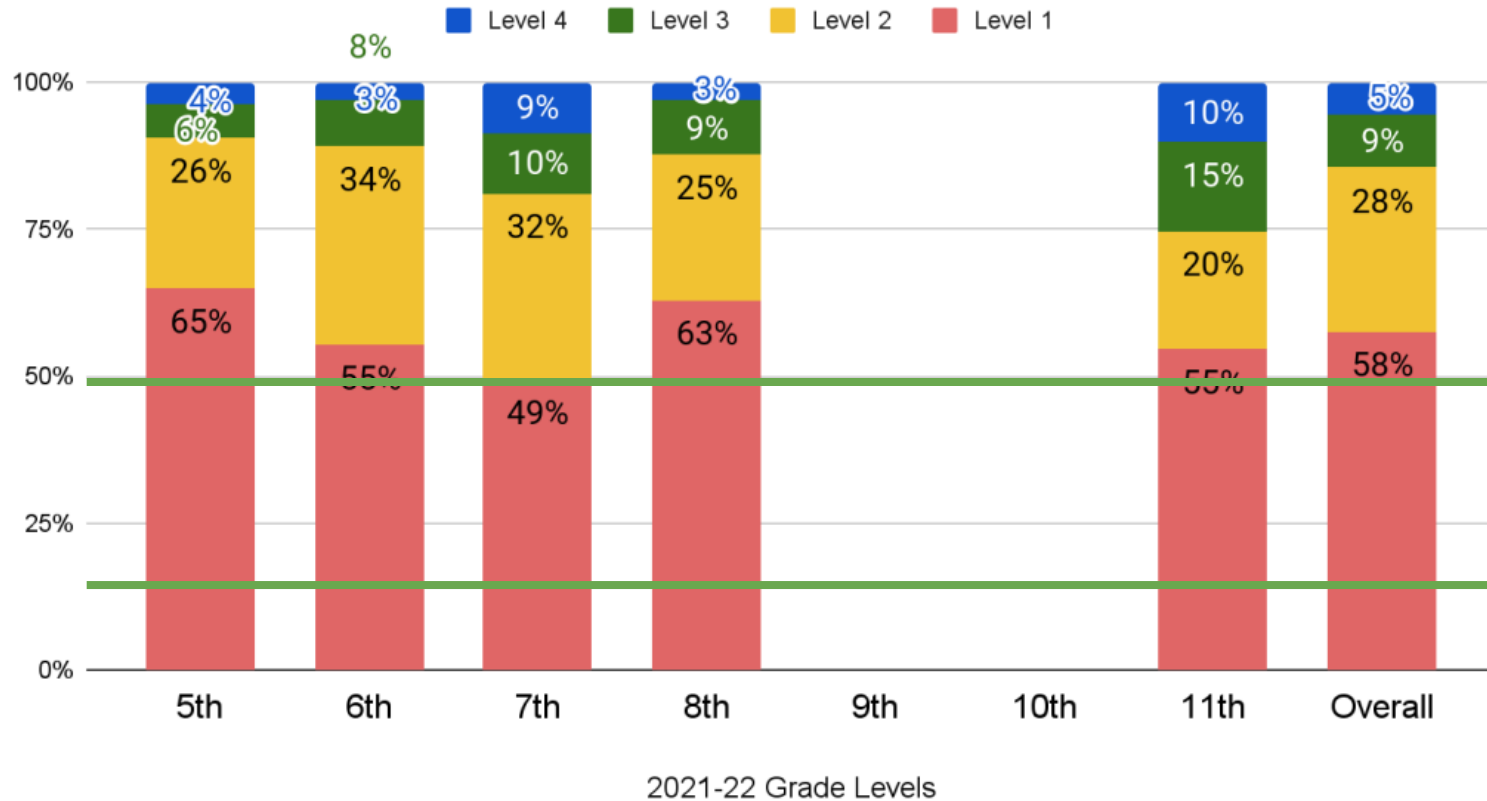


# Math





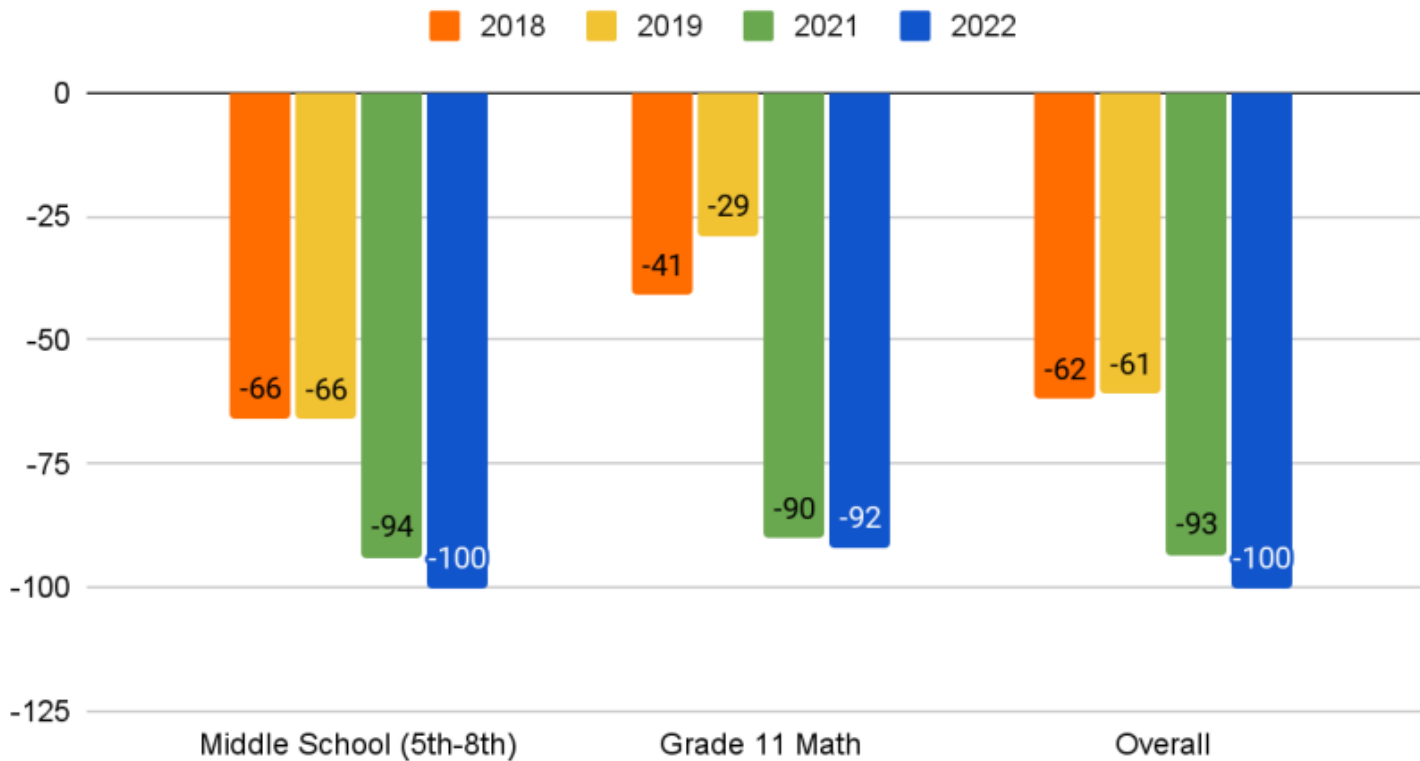
# Math SBAC Achievement Levels, by grade level (MWA 2021-22)



# Distance from Standard, over time

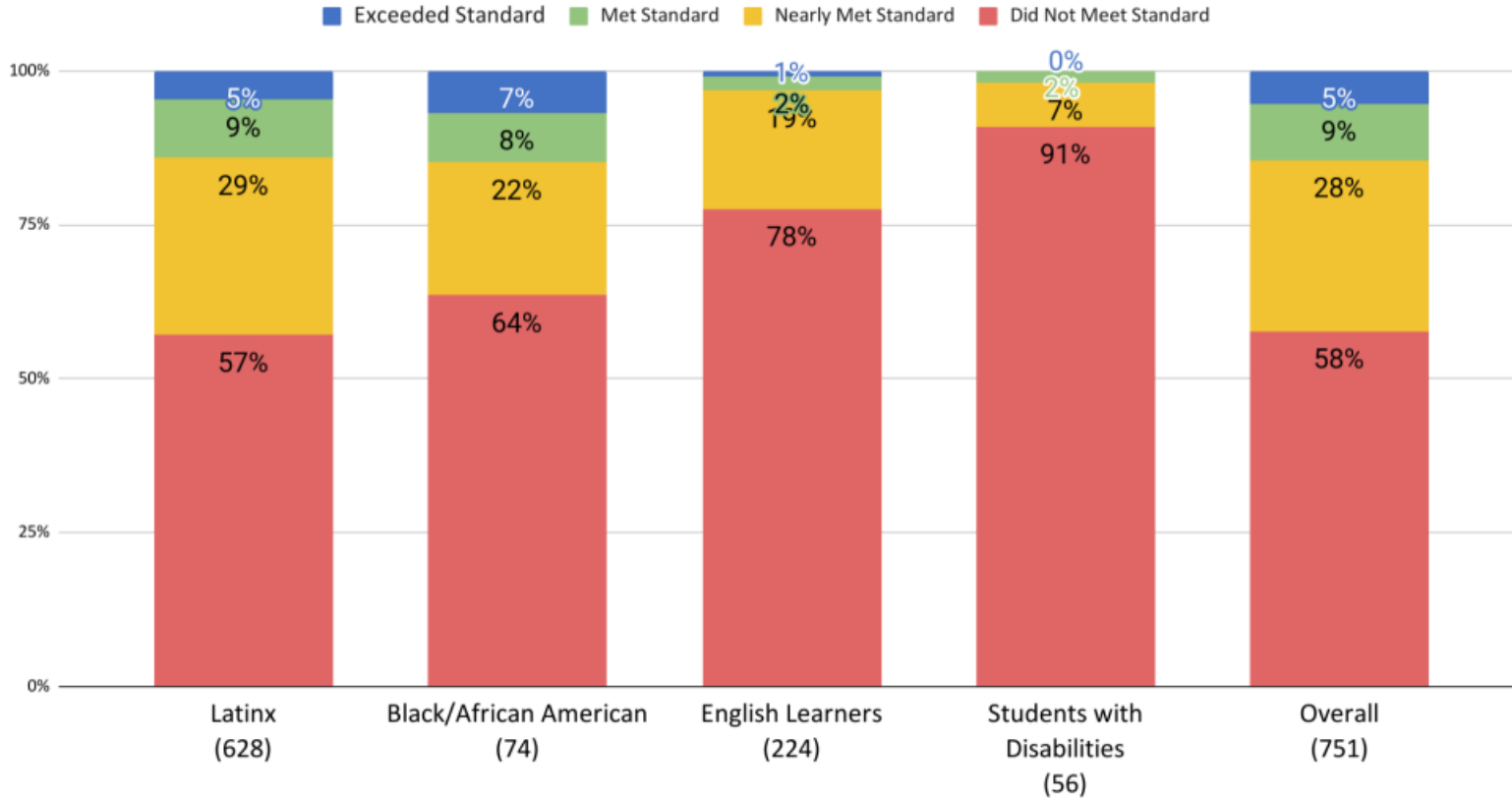


## Math Distance from Standard (DFS) over time, by division





## Math SBAC by Student Groups (all tested grades, 2021-22)



# Science (CAST)

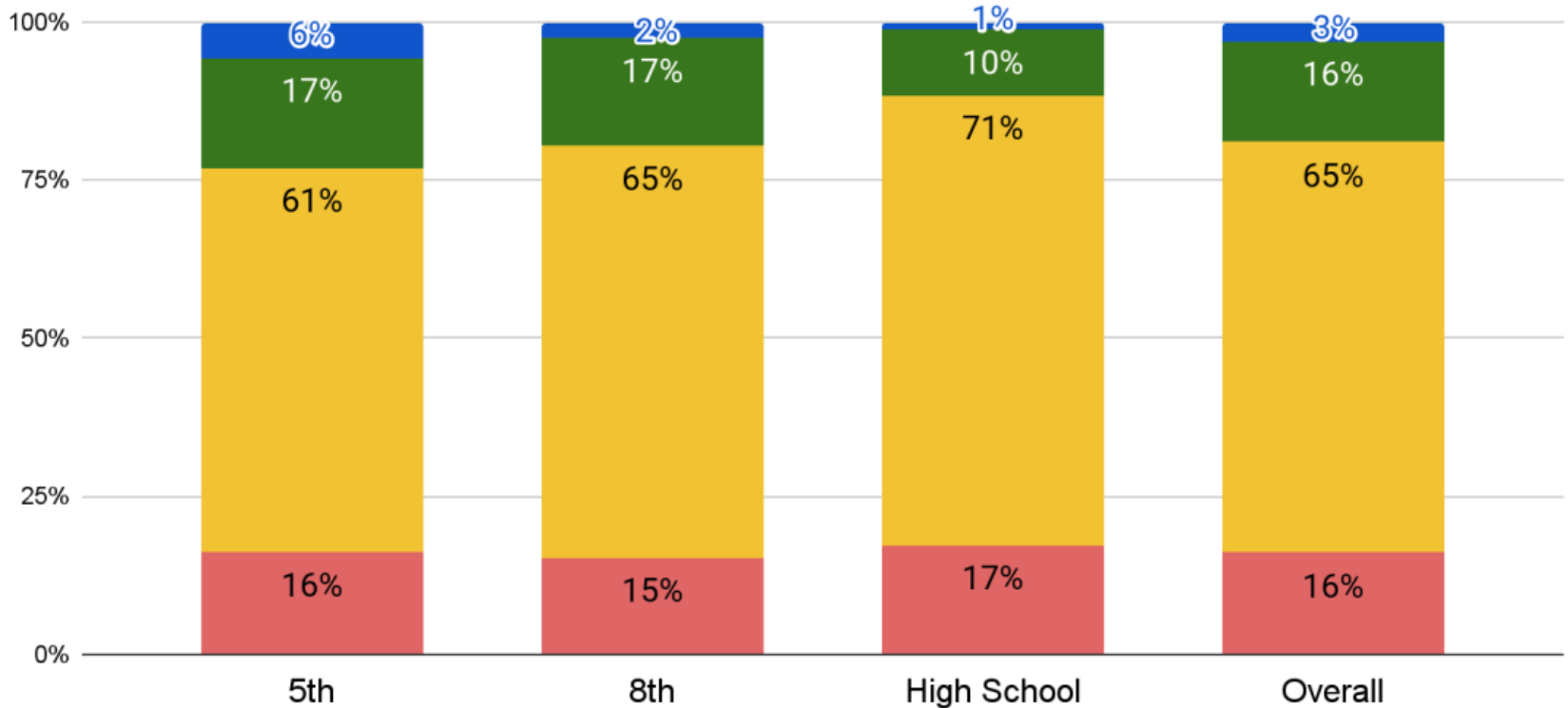






# CAST (Science) Achievement Levels, by Grade band (2021-22)

Level 4   Level 3   Level 2   Level 1



(In 2021-22 "High School" was primarily 12th grade students)

# Response to Data-- Questions and Next Steps



TNTP's *The Opportunity Myth* invites us to flip the mantra "good teachers meet students where they are" to "good teachers give all students access to challenging work with the support they need to access it."

EMILY FREITAG



# How are we using this data to guide assessment and data work this year?

## Assessment priorities:

1. Use **standards-aligned assessments**, utilizing different assessments for different purposes. *(We are using MAP/STAR diagnostics and IAB Interim Assessments to monitor our progress)*
1. Commit to **clear, school-wide dates** for some assessments (state assessments, interim and summative assessments).
1. Prioritize **data analysis/use of assessment data** (align PD calendar and assessment calendar). *(The first two data dives have happened already, including working with teachers around setting achievement goals.)*



# Discussion Questions

- What questions do you have about the data?
- What might we be missing, as we think about root causes or next steps?
- Is there any additional data that you would find helpful that we can provide?



# Thank you.

2  
0



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