



Making Waves Academy

June Board Meeting

Date and Time

Monday June 10, 2024 at 11:00 AM PDT

Location

In-person at:

Making Waves Academy

4123 Lakeside Dr.

Richmond, CA 94806

And streaming on zoom:

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

Passcode: 073032

Or One tap mobile :

+16694449171,,87855022048#,,,,*073032# US

+16699006833,,87855022048#,,,,*073032# US (San Jose)

Or Telephone:

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

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

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+1 253 215 8782 US (Tacoma)

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+1 719 359 4580 US

+1 689 278 1000 US

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

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Webinar ID: 878 5502 2048

Passcode: 073032

International numbers available: <https://mwacademy.zoom.us/j/87855022048>

Other remote location:

- Doylestown Public Library, 150 S. Pine Street, Doylestown, PA 18901

COMING SOON

- 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/4ec9Hpg>
- HAGA CLIC AQUÍ para acceder el reporte escolar/CLICK HERE to access the school board report in Spanish: <https://bit.ly/3x7M0xJ>

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:

Edeson Beredo at eberedo@mwacademy.org or 510-410-0518.

Public Comment

- The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.
- Under Public Comment, members of the public may
 - Comment on items on the agenda
 - Comment on items not on the agenda
 - **Presentations are limited to two minutes each**, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.

- **Speakers may submit a request to speak before 9:00 AM on the day of the board meeting, fill out a comment card at the meeting, or raise their hand/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 eberedo@mwacademy.org in English or Spanish.**
 - Your submission should:
 - indicate if it is a general public comment for the beginning of the meeting or a comment for a specific agenda item (please include the item number).
 - include your name so that you can be called when it is your turn to speak.
 - During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.
- Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment.

Comentarios públicos

- *El público puede dirigirse a la Junta Directiva de la MWA con respecto a cualquier asunto dentro de la jurisdicción del tema materia por la Junta Directiva de la MWA.*
- *Bajo comentario público, los miembros del público pueden:*
 - *Hacer comentarios sobre los puntos del orden del día*
 - *Hacer comentarios sobre puntos no incluidos en el orden del día*
 - **Las presentaciones están limitadas a dos minutos cada una**, o un total de veinte minutos para todos los oradores, o se puede acortar el límite de dos minutos.
- *De acuerdo con la Ley Brown, la Junta Directiva de la MWA puede escuchar los comentarios, pero no discutirán ni tomarán medidas sobre los temas presentados. La respuesta de los miembros de la Junta Directiva a las declaraciones o preguntas de las personas que comentan temas que no figuran en el orden del día es muy limitada.*
- **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 eberedo@mwacademy.org en inglés o español.**
 - *En su solicitud:*
 - *Incluya su nombre para que pueda ser llamado cuando sea su turno de hablar.*
 - *indicar si es un comentario público general para el comienzo de la reunión o si es comentario público sobre un artículo específico del programa (incluya el número del artículo).*
 - *Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.*

- *En virtud de la SB1036, las actas de esta reunión omitirán los nombres de los estudiantes y padres y otra información del directorio, excepto cuando lo requiera la orden judicial o por la ley federal. Si un padre/tutor legal desea que se incluya un nombre, se debe informar a la junta antes de su comentario público.*

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Please note that all agenda times are estimates.

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			11:00 AM
Opening Items			
A. Call the Meeting to Order		Alicia Malet Klein	
Alicia Malet Klein will call the meeting to order.			
B. Record Attendance		Alicia Malet Klein	1 m
Roll call and verification of quorum.			
C. Remarks by Board President	Discuss	Alicia Malet Klein	2 m
Focus area: College and Career plus year-end reflections			
D. Public Comment		Alicia Malet Klein	20 m
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<ul style="list-style-type: none"> • 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: 			
<ul style="list-style-type: none"> • 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. 			
<ul style="list-style-type: none"> • <i>El público puede dirigirse a la Junta Directiva de la MWA con respecto a cualquier asunto dentro de la jurisdicción del tema materia por la Junta Directiva de la MWA.</i> 			
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II. Closed Session			11:23 AM
A. Public Employee Discipline/Dismissal/Release	Discuss	Alton B. Nelson Jr.	10 m
Board will meet in closed session to discuss a personnel issue.			
III. Standing Reports			11:33 AM
A. Mission Connection: CCC Year in Review	FYI	Arika Spencer-Brown	10 m
B. ASB Update -- No presentation at June board meeting	FYI	Jamauri Thomas	
There is no ASB presentation at this board meeting, because the students are on summer vacation.			
C. Deep Dive: College & Career Success Program Update	Discuss	Patrick O'Donnell & Dr. Kristina Wright	15 m

	Purpose	Presenter	Time	
<p>MWEF CEO Patrick O'Donnell and MWEF VP of Student Success Dr. Kristina Wright will provide a deep dive into the College & Career Success Program framework, benefits, and outcomes data.</p>				
D.	Q&A on Written School Report	Discuss	Tameka Jackson	15 m
<p>Board members will have an opportunity to ask questions about the contents of the written report from Principal Jackson and her team.</p>				
E.	Q&A on Written Chief Executive Officer Report (CEO)	Discuss	Alton B. Nelson Jr.	10 m
<p>Board members will have an opportunity to ask questions about the contents of the written report.</p>				
F.	Chief Operating Officer Report (COO)	Discuss	Elizabeth Martinez	5 m
<p>Board members will note any comments or questions that they would like sent to Ms. Martinez for follow-up.</p>				
G.	Q&A on Written Finance Report	Discuss	Hung Mai	5 m
<p>Board members will have an opportunity to ask questions about the contents of the written report.</p>				
H.	Break			5 m
IV.	Non-Action Items			12:38 PM
A.	Board Work and Advisory Committee Updates	FYI	Alicia Klein	10 m
<p>Advisory Committees will provide a summary of work-to-date and next steps; committees in bold will present.</p>				
<ul style="list-style-type: none"> • Advisory Committees <ul style="list-style-type: none"> ◦ Curriculum and Instruction Review ◦ Finance ◦ Diversity, Equity and Inclusion ◦ Audit ◦ Culture and Climate ◦ WASC 				

	Purpose	Presenter	Time
B. Local Indicators	Discuss	Alton B. Nelson Jr. and Dr. Tameka Jackson	20 m
V. Action Items			1:08 PM
A. Charter Petition 2025-2030	Vote	Alton B. Nelson Jr.	5 m
Board reviews and approves MWA's charter petition and related materials for our renewal process in fall 2024 subject to final revisions from legal counsel.			
B. Local Control and Accountability Plan (LCAP) 2024-2027	Vote	Alton B. Nelson Jr.	1 m
The board will vote on MWA's new 3-year LCAP which will be effective July 1, 2024.			
C. Student Chromebook Replacements	Vote	Damon Edwards	1 m
The board will vote on the request to approve Chromebooks for all 5th and 9th grade students in the 2024-25 school year.			
Fiscal Impact: \$135,896.57			
D. Addendum and renewal quotes for the PowerSchool SIS and Unified Classroom Behavior products	Vote	Damon Edwards	1 m
PowerSchool is an online student information system used for grading, attendance, as well as housing student and staff demographic data.			
Fiscal Impact: \$27,924.00			
E. TalkSpace	Vote	Damon Edwards	1 m
The board will vote on the agreement to provide telehealth services for students who qualify under our new MTSS/PBIS model.			
Fiscal Impact: \$60,000			
F. Cisco Smartnet Annual Renewal Agreement	Vote	Damon Edwards	1 m
Cisco Smartnet support contracts provide technical and hardware warranty support for all network and firewall equipment utilized across the MWA campus.			
Fiscal Impact: \$58,790.00			

	Purpose	Presenter	Time
G. MWA 2024-25 Budget	Vote	Hung Mai	1 m
The board will vote to approve MWA 2024-25 budget.			
Fiscal Impact: \$32,941,961			
H. Pacheco's Cleaning Service	Vote	Katharine Mason	1 m
MWA initiated an RFP process in spring 2024 for Custodial Services and received three submissions. Pacheco's Cleaning Service, our current contractor for custodial services, scored highest and is recommended to be awarded the contract for the 2024-2025 fiscal year.			
Fiscal Impact: \$642,000			
I. Seneca	Vote	Tameka Jackson	1 m
Master Contract renewal with Catalyst Seneca nonpublic school and individual student agreements for MWA students placed at NPS. Approval to add 1.5 on-site, part-time educationally related mental health services (ERMHS) provider for students with IEPs or students with ERMHS complaint services.			
Fiscal Impact: \$270,000			
J. Cross Country Education	Vote	Tameka Jackson	1 m
Cross Country Education partners with MWA for adaptive PE.			
Fiscal Impact: \$35,000			
K. Cornerstone Solutions	Vote	Tameka Jackson	1 m
This contract with Cornerstone Educational Solutions is to provide MWA with special education evaluations.			
Fiscal Impact: \$75,000			
L. SPG Therapy & Education	Vote	Tameka Jackson	1 m
2024-25 Contract Renewal with SPG for Occupational Therapy (OT) and Physical Therapy (PT) services.			
Fiscal Impact: \$15,000			
M. Anchor Counseling	Vote	Tameka Jackson	1 m

	Purpose	Presenter	Time	
	<p>This nonpublic agency contract is for the renewal of speech and language therapy services, contracted specialized academic instruction, behavior services on an as needed basis.</p> <p>Fiscal Impact: \$175,000</p>			
N.	Instruction Partners	Vote	Tameka Jackson	1 m
	<p>Support for schools, school systems, to develop and support instructional leaders in math and ELA.</p> <p>Fiscal Impact: \$161,074</p>			
O.	Master Contract for NPA/S	Vote	Tameka Jackson	1 m
	<p>This contract renewal for 24/25 is for students currently placed at Catalyst Seneca NPS.</p> <p>Fiscal Impact: \$142,524</p>			
P.	2024-25 Education Protection Account (EPA)	Vote	Hung Mai	1 m
	<p>The governing board must approve the spending plan during a public meeting. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.</p> <p>Fiscal Impact: \$3,462,646</p>			
Q.	2024-25 CharterSafe Workers Compensation Insurance	Vote	Hung Mai	1 m
	<p>This proposal reflects the continued services that MWA will utilize as part of the limited CharterSafe Workers' Compensation membership for coverage effective 7/1/24 through 6/30/25.</p> <p>Fiscal Impact: \$173,247</p>			
R.	Approve Gallagher insurance coverages for 2024-25	Vote	Hung Mai	1 m
	<p>We have enlisted the services of Gallagher, the same broker as last year, to negotiate insurance coverages with different brokers. The majority of the premiums for these coverages remain unchanged or have only experienced minimal increases. However, the premium for Educators Legal Liability coverage has seen a more substantial increase due to a recent claim.</p>			

	Purpose	Presenter	Time
Fiscal Impact: \$522,134.42			

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| <p>S. Bank Signers Resolution</p> <p>Bank Signers Resolution to update the list of authorized bank signers on behalf of Making Waves Academy.</p> | Vote | Hung Mai | 1 m |
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VI. Consent Action Items 1:31 PM

Combined Fiscal Impact: \$39,906,725.17

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| <p>A. Academic Calendar 2023-2024 Revised for Emergency School Closure</p> <p>Due to the emergency school closure on February 26, 2024, a revised 2023-2024 Academic Calendar is being presented for approval.</p> | Vote | Katharine Mason | 1 m |
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| <p>B. Academic Calendar 2024-2025 Revised</p> <p>Academic Calendar 2024-2025 is proposed to be revised to add a 1pm early release on June 6, 2025.</p> | Vote | Katharine Mason | 1 m |
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| <p>C. Academic Calendar 2025-2026 School Year</p> <p>The 2025-2026 Academic Calendar outlines the important dates for staff, families and students including school days, holidays, breaks, early dismissal days, progress reports, and more.</p> | Vote | Katharine Mason | 1 m |
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| <p>D. Vendor invoices for April 2024</p> <p>Review and approve April 2024 vendor invoices.</p> | Vote | Hung Mai | |
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Fiscal Impact: \$986,168.18

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| <p>E. 2024-25 Consolidated Application and Reporting System (CARS) for Funding</p> <p>Making Waves Academy is required to submit a 2024-25 Consolidated Application to the California Department of Education in order to receive funding for Categorical Aid Programs which include Title I, Title II, Title III English Learner and Immigrant, and Title IV. As stated on the application, the LEA is required to review and receive approval of their Application for Funding selections with their local governing board.</p> | Vote | Hung Mai | |
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| <p>F. 5C MOU</p> | Vote | Alton B. Nelson Jr. | |
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	Purpose	Presenter	Time
	Review the MOU for MWA's participation in the Contra Costa County Charter Coalition ("5C"). While the amount falls below the threshold for board approval, it is important that you have an opportunity to review the MOU and MWA's commitment.		
	Fiscal Impact: \$22,360		
G.	CIF Representative to League	Vote	Alton B. Nelson Jr.
	Annual renewal of the designated CIF representatives to the league for the purposes of participating in statewide interscholastic sports for the 2024-25 school year.		
H.	Approve Minutes: May 6, 2024 Board Meeting	Approve Minutes	Alicia Klein
	MWA Board reviews and accepts the board meeting minutes.		
I.	Approve Minutes: May 20, 2024 WASC Meeting	Approve Minutes	Alicia Klein
	MWA Board reviews and accepts the WASC meeting minutes.		

VII. Day-of Presentation Slides (MWA Board: Do Not Read in Advance) 1:34 PM

- A.** Slides Presented at Board Meeting (Staff please do not link presentations here) FYI Edeson Beredo
 - 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 sera 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 -

	Purpose	Presenter	Time
coversheets are mostly created for items that require more explanation beyond the brief item description.			

VIII. Discussion Items 1:34 PM

A. Appreciations by the Board of Directors	FYI	Alicia Klein	5 m
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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. Board of Directors Meetings Overview for 2024-2025	FYI	Alicia Klein	2 m
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C. Closed Session	Discuss	Alicia Klein	10 m
Closed Session to discuss potential litigation (if applicable).			

IX. Closing Items 1:51 PM

A. Adjourn Meeting	Vote	Alicia Klein	
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Coversheet

Deep Dive: College & Career Success Program Update

Section: III. Standing Reports
Item: C. Deep Dive: College & Career Success Program Update
Purpose: Discuss
Submitted by:
Related Material: 2024 06 10_MWA Board Meeting-MWEF Update.pdf



Making Waves College & Career Success Program Update

MWA Board Meeting | June 10, 2024

Making Waves Education Foundation College and Career Success Program



What are the benefits of the college and career success program?



Wave-Makers get personalized support with a college coach. Our college coaches provide inspiration and guidance for navigating the college journey – from choosing a major and mapping a path to timely graduation to setting goals and building relationships.



Wave-Makers earn their college degree, debt free. Our college financial coordinators help keep scholarship, financial aid, and college budgeting on track. Program participants from MWA are awarded an annual \$5,000 need-based scholarship for up to six years following high school graduation.



Wave-Makers get hands-on guidance to launch their career. Our career advisors help students hone their skills, explore career options, network, pursue internships, prepare job/ grad school applications, and practice interviews.



Wave-Makers join a community of college Wave-Makers. With over 400 college students and 750 alumni, students get connected with a network of peers who are passionate about their education, careers, and communities.

How do students join the program?

All MWA students who are interested in attending four-year college or community college after high school can apply to join the program during their senior year of high school. The application opens in February, and students are selected based on the following criteria:

Category	Criteria
Academics	<ul style="list-style-type: none"> • Minimum 2.0 High school GPA • On track to complete A-G requirements (completion verified post-program selection) • On track to earn high school diploma (completion verified post-program selection)
College Application	<ul style="list-style-type: none"> • Submitted application(s) to 2-year and/or 4-year colleges for the upcoming academic year. • College admittance (verified post-program selection)
Financial Need	<ul style="list-style-type: none"> • FAFSA completion
College Commitment	<ul style="list-style-type: none"> • <u>Purpose</u>: A compelling personal “why” for pursuing college • <u>Resilience</u>: Passion and perseverance for long-term goals, including managing through failure
Program Fit	<ul style="list-style-type: none"> • <u>Interdependence</u>: Student reflection on how they think they could benefit from the program, including college coaching, scholarship and financial planning support, and career preparation • <u>Self-Awareness</u>: Student reflection on their own needs, feelings, and motivation as it relates to college



MWA College Graduation Outcomes by School Type



Estimated College Completion (ECC) Rates

What is it?

An ECC rate is a weighted average of the graduation rates of the colleges in which a cohort of students enroll the first fall following high school graduation. In our context, we use the colleges' **Pell Grant recipient graduation rate** within 150 percent of normal time, as a representation of the graduation rate of students from low-income backgrounds.

Why is it important?

ECC rates provide an indication of the quality of a college and enable us to predict the likelihood a group of students will graduate from the colleges in which they enroll. They also provide a quasi-counterfactual against which we can assess the impact of our program.



MWA College Graduation Outcome Data Trends

- **MWA-12 and MWA-13 students who started at a 4-year college have great outcomes** – both compared to their ECCs and benchmarking nationally. Nationally, 40% of low-income, first-gen students who start at a 4-year finish in 6 years; and these two Waves graduated at a rate over 25 percentage points higher.
- **We start to see a dip in outcomes for students who started at a 4-year college starting with MWA-14.** Based on Waves' progress to date we are projecting further declines with MWA-15 and MWA-16, too. Important to note, these are Waves whose experience was heavily impacted by COVID-19 as they were in their 1st, 2nd, 3rd year in college when the pandemic hit.
- Except for MWA 13, **community college cohorts have a harder time persevering through attainment of either an AA or a BA degree.** This is a nationwide challenge with community college students, and our program continues to implement new strategies to foster greater success.



MWA Waves ECC v. Graduation Rates: Wave-Makers who Started at 4-Year Colleges

MWA students who completed the college and career success program AND students who started but exited the college and career success program before college graduation – earned BA degree within 6 years

Wave	Wave Size	# Grads	Grad Rate	ECC	Points Above ECC	Cumulative Grad Rate	Cumulative ECC	Points Above ECC
MWA-12	46	31 + 1	70%	61%	9 pts	70%	61%	9 pts
MWA-13	45	31 + 3	76%	65%	11 pts	73%	63%	10 pts
MWA-14	57	30 + 3	58%	57%	1 pt	67%	60%	7 pts



Wave-Makers who Enroll at Community Colleges

Piloting group coaching with incoming MWA-21 community college students

Why? Students' sense of belonging is associated with improved academic outcomes, accessing resources, persistence, and is protective for mental health. This is particularly important for first-gen students from low-income backgrounds who might question whether college is for them.

Programming Focus: Partnering with your Coach and Peers towards Community Building and Persistence

- Setting an educational goal and mapping out courses to achieve it within 2-3 years
- Building a sense of belonging and community amongst each other, to MWEF, and on their campus
- Career exploration and preparing for work experience

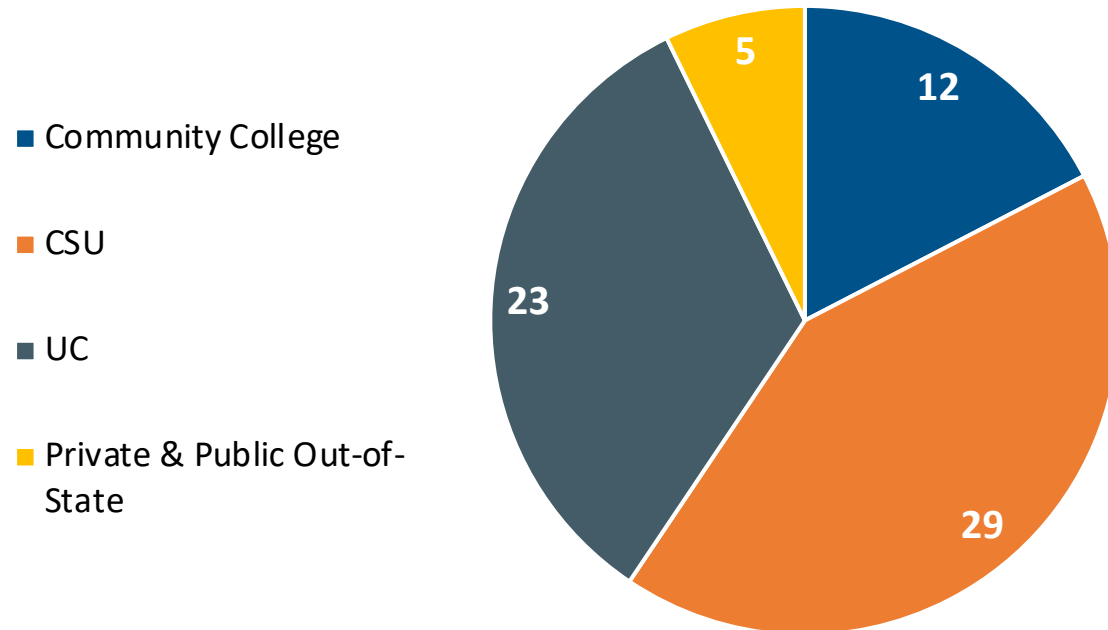


Welcoming Incoming Wave MWA-21!



Incoming MWA-21 College and Career Success Program Cohort

69 Wave-Makers accepted, representing 86% of the eligible graduating high school class



- 45% committed to **Hispanic Serving Institutions**
- **2 Ivy League commitments to Columbia University and Harvard University**
- **3 committed to UC Berkeley, 6 committed to UC Davis, 1 committed to UCLA, 7 committed to UC Santa Cruz**
- **8 committed to CSU Sacramento, 6 committed to San Francisco State, and 6 committed to Cal State East Bay**
- **10 committed to Contra Costa College**



Thank you

Coversheet

Q&A on Written School Report

Section: III. Standing Reports
Item: D. Q&A on Written School Report
Purpose: Discuss
Submitted by:
Related Material: June School Board Report_2023-24.pdf



Board Report

School-Wide

Principal Report

Dr. Tameka Jackson, Principal

School Leaders & Report Contributors:

Eric Becker, AP, upper school

Zachary Rubin, AP, middle school

Carrera Padilla, AP, Student Support

Kelly Le, Dir. of Teacher Residency & New Teacher Development

Dr. Arika Spencer-Brown, Director of College and Career Counseling

What:

CAASPP/SBAC Testing

Between April 29th and May 10th, 5th-8th and 11th grade students completed SBAC testing in Math, English Language Arts (ELA), and the CA Science Test (CAST). Over 97% of students completed the tests across all subjects in 5th-8th grades, while remarkably 99% of 11th grade students completed the tests within the designated testing window. Notably, fifth-grade and eleventh grade students were tested in open settings rather than in their individual classrooms (excluding ELPAC). The open settings supported more support for testing, tighter supervision, and more support for staff. In the middle school, the 5th graders tested in the open learning spaces/classrooms in their wing of the MS Building 1 while the upper school students tested in the theater and library.

TNTP Workshops

In the spring, differentiated professional learning workshops were provided for faculty on March 15th, May 3rd, and May 15th. During the first session, coaches selected the workshops for their faculty members, but for the subsequent sessions, faculty could choose from three additional workshops. These workshops were designed based on the TNTP rubric and the core domains of the MWA Evaluation Rubric, developed through a collaboration between the Instructional Leadership Team and faculty members.

NHS Induction

On May 2nd, 32 new members were inducted into the National Honor Society (NHS). Students qualified for induction by maintaining a minimum GPA of 3.5 and were nominated by faculty based on their demonstrated responsibility, academic scholarship, and community service. NHS aims to empower students to become transformative leaders in their communities.

ASB Elections

This year saw an increased interest in ASB elections, with 18 students participating. Candidates wrote speeches and recorded campaign videos, which were distributed as voter guides during the advisory period. Voting took place on May 16th and 17th, and the new officers were notified on May 20th.

MAP/STAR Testing

During the week of May 20th, Middle School students took the MAP and STAR tests in ELA and Math. These assessments, administered in their classes, are crucial for measuring student growth and evaluating other metrics such as English Language Development.

Significance of Testing Outcomes

The school successfully met state compliance by testing over 95% of students for the SBAC. The open setting for testing facilitated a higher completion rate, with students finishing earlier than expected and teachers appreciating the additional proctoring support. Data from the MAP and STAR tests will help evaluate student growth, determine tier systems and services, and identify larger trends for groups and grade levels, providing a comparison with previous years.

New Teacher Program Focus

As the school year approaches its end, the focus of the New Teacher Program is on providing data accountability support and fostering community building. Data accountability involves ensuring teachers understand their professionalism data ahead of the Cycle 3 evaluation, which includes attendance records, logged communications, and extracurricular support. This is complemented by acknowledging their efforts in supporting students, highlighting areas for growth, and offering additional support through Instructional Leadership Team coaches. Community building, prompted by a decline in attendance at the March session, included extended connector activities and small-group problem-solving exercises in April, and will culminate in a Marlin-themed celebration in the community garden in May.

Mental Health Awareness Month

To mark Mental Health Awareness Month, resources have been sent to families via ParentSquare. The middle school continues to facilitate the *Self Control Skills Academy*, with fourteen fifth and sixth graders attending regularly. The Differentiated Assistance cycle (aimed at reducing suspension rates for SPED students) will conclude this year but continue into the next.

College and Career Counseling (CCC) Activities

AP testing, currently proctored by the CCC, is proceeding smoothly and is expected to complete by March 22, 2024. Decision Day was a success, celebrating the post-secondary plans of all 21st Wave students, with final decisions due by May 15th. The CCC will compile a comprehensive list of post-secondary results by the end of May, with current college acceptances standing at 323 out of 694 applications submitted. Planning for the next school year includes developing an advisory lesson to introduce middle school students to college and career options for the first time. Graduation planning is also in full swing, with staff, students, and families informed of the next steps.

So What:

CAASPP/SBAC Testing: The decision to test students in a separate setting led by a core group of teachers aimed to create a uniform testing environment similar to AP, SAT, and ACT exams. This approach was intended to optimize the testing environment for students. The open testing

setting resulted in a higher percentage of students finishing earlier than expected, and teachers found the additional support during proctoring helpful. The state mandates that schools test at least 95% of students in all subgroups to avoid penalties that impact the overall distance from standard (DFS) for subjects, as reflected on the school's CA Dashboard.

TNTP Workshops: 74.6% of faculty agreed or strongly agreed that the TNTP Workshop information would impact their classroom instruction and learning environment. Feedback from the survey highlighted faculty appreciation for smaller professional development sessions and expressed a desire for these workshops to continue bi-monthly in the following year.

NHS Induction: National Honor Society (NHS) members are currently providing tutoring to middle school students after school, helping them earn community service hours.

ASB Elections: ASB elections give students a platform to choose their campus representatives and provide ASB candidates with opportunities to develop leadership skills through campaigning, public speaking, and organizing. These experiences prepare candidates for planning and executing events for the student body.

MAP/STAR Testing: Data from MAP/STAR tests help evaluate student growth, determine tier systems and services, identify significant data points for groups and grade levels, and compare results to previous years.

Teacher Transitions: Acknowledging that May is a challenging month due to transitions, the school provides differentiated support based on individual teacher needs and employment status. Teachers completing their preliminary credentials are enrolled in the Teacher Induction Program, and those resigning for personal reasons receive support to continue their credential journey. The Senior Leadership Team is working to update and share potential changes in teaching assignments and curriculum updates before and during summer break.

Mental Health Awareness Month: This month emphasizes the importance of mental health and celebrates recovery from mental illness. The Self Control Skills Academy selected students based on suspension data, teaching them the importance of self-control through activities like creating an origami craft. The Differentiated Assistance cycle has addressed how SPED students and their families feel about suspensions, implementing weekly check-ins for identified students to maintain low suspension rates and provide additional adult support at school.

AP Testing and College Preparation: All AP test scores are anticipated to be available on College Board approximately two months after the last test. The College and Career Counseling (CCC) office is providing a comprehensive report on college admissions and acceptance rates, including details on CSU, UC, Trade, and Community College admissions, in preparation for the June Board Meeting Report. The CCC is also preparing a comprehensive advisory lesson outline for Clusters 1, 2, and 3, and continues to prepare for graduation.

Now What: [Implications or next steps based on the “what” and “so what”]

Students prepared for their final exams, which were administered between May 28th to 30th for 8th graders and 12th graders and from June 3rd to 5th for all other grades. These assessments provide one more opportunity for students to demonstrate what they learned over the course of the semester and provide critical practice for college, where semester and quarter end finals are routine culminating assessments.

Similarly, the SBAC and MAP/STAR test results will be analyzed to determine MTSS academic support groupings for next school year, identify students needing additional support, and evaluate current curricula. These results will also be essential in aligning with LCAP/WASC Goal 1 metrics of the upcoming LCAP cycle.

Faculty are keen on attending TNTP workshops that focus on content-specific strategies aligned with evaluation rubrics. These workshops aim to provide practical strategies that can be directly applied in their classrooms, fostering an environment of continuous improvement and effective teaching practices. Their feedback indicates faculty wanting more differentiation and choice in the site-based professional development offerings. This will allow them to lean in more in the areas of greatest challenge and opportunity for growth.

The APIA (Asian Pacific Islander Alliance) celebrated API Appreciation Month with an extended lunch event, promoting cultural awareness and community building. This event featured workshops and entertainment provided by students, offering a platform for cultural exchange and unity among the diverse school population.

The ASB is preparing for a retreat for its new members two days before the 2024/25 academic year begins. The retreat will include icebreaker activities, planning for the first All School Meeting, and a student panel for the incoming freshman class. This initiative aims to foster relationships and set the stage for a collaborative and engaged student government.

For new teacher development, the program, guided by quarterly surveys, will continue into the next academic year with a refined approach. Integrating credentialing support into ILT coaching sessions, setting clear expectations, and maintaining accountability structures will streamline support efforts and compliance with regular updates, aligning the efforts of the MWA HR department, external partners, and teachers.

As Mental Health Awareness month concludes, additional resources will be sent to families, and data from the Skills Academy and Differentiated Assistance cycle will be reviewed. Over the summer, the team will focus on proactive communication, reviewing re-entry processes, student check-in data, and discipline trends. These efforts aim to enhance the support services and overall well-being of the student body, contributing to improved College and Career Readiness initiatives for the upcoming school year.

Coversheet

Q&A on Written Chief Executive Officer Report (CEO)

Section: III. Standing Reports
Item: E. Q&A on Written Chief Executive Officer Report (CEO)
Purpose: Discuss
Submitted by:
Related Material: MWA CEO Report to the MWA Board_JUNE 2024_ABN.docx (1) (1).pdf



Learn. Graduate. Give Back.

MWA CEO Report to the MWA Board

JUNE 2024

We completed our 3rd post-pandemic school year! While addressing a myriad of adaptive challenges, with new leaders, new faculty, and new staff, we continue to see a lot of progress that was made during the 2023-24 school year.

Highlights

- New principal, Dr. Jackson, made significant progress in the areas of instructional support, coaching, and evaluation systems to track accountability and progress.
- Dr. Jackson’s school-wide senior leadership team (SLT) worked collaboratively to support the creation of the new systems, discuss data and teaching practices, level set on expectations, and build capacity for faculty, staff, and themselves.
- Dr. Jackson and her Assistant Principals developed and utilized our first ever “Instructional Playbook” with ten core instruction and cultural practices we are looking to see school-wide in classrooms. I developed and shared a “programmatics principles” document that summarizes our core beliefs and approaches that can serve as a digest of our charter for new and existing staff.
- Utilized curricular and instructional pacing guides in English and math to assess adequate pacing to prepare for annual state assessments.
- Closed out the final year of our LCAP and combined the new LCAP and WASC goals to form one unified plan to address school-wide goals.
- Completed our 17th year and added a new Wave (30th Wave for 5th grade in 2024-25).
- Graduated our 10th senior class.
- Made significant progress in our approach to “right size” our budget and resource allocations.
- MWA hosted its annual charter authorizer board member visit to MWA. CCCBOE President, Mike Maxwell, and member, Sarah Butler, visited and had a good visit with us.

WASC/LCAP/“Big Rocks” Glossary

- **WASC** (*Western Association of Schools and Colleges*) – MWA’s school accreditation organization; requires renewal every 6 years and assesses a school’s progress against self-identified goals
- **LCAP** (*Local Control Accountability Plan*) – State’s accountability tool tied to priority funding areas
- **“Big Rocks”** – priorities; tasks, projects, goals, and mission critical objectives (Forbes, 1/20/21)

General WASC/LCAP Updates

WASC Goals/LCAP Priorities	CEO Updates
<p>1. Support for All Learners</p> <p><u>LCAP Priority Areas:</u> Goal 1: Basic Conditions Goal 2: Academic Standards Goal 3: Family Partnerships Goal 8: Academic Growth</p>	<ul style="list-style-type: none"> • With Dr. Jackson, continued to <u>review detailed data</u> and her analysis and approach to monitoring teaching and learning at MWA. • Met with Dr. Jackson and Instruction Partners (consulting thought partner and service provider) on the <u>scope of work for 2024-25</u>. Discussed priorities, shifts, and staffing for next year. • Continued to get updates on <u>state testing</u> in May. MWA <u>met its 95% participation rate requirement</u> for all subgroups for state testing. • Worked with others to <u>finalize elements</u> of the retiring <u>LCAP</u> and the new <u>LCAP/WASC</u> plan and metrics. • Hosted the annual <u>WASC Advisory Committee of the Board</u>. We agreed on a new approach beginning next year as we combine the work of the LCAP and WASC. • I continue to collect and <u>share out school-wide data with the community</u> that are shared on the monitors around campus on a monthly basis.
<p>2. College and Career Readiness</p> <p><u>LCAP Priority Areas:</u> Goal 4: College & Career Readiness Goal 7: Course Access</p>	<ul style="list-style-type: none"> • I met with Dr. Jackson and members of the College and Career Counseling team to learn more about the approach and status for <u>course schedule for 2024-25</u>, looking for points of course access for students and teacher course and responsibility load. • I collaborated with members of the MWEF team and MWA team to discuss progress towards a road map for <u>college access education</u> for MWA students, families, and staff for 2024-25. With still some work to do to complete it, it is clear we have much more than the current year planned for next year. We will have to assess what we can plan effectively for, what elements we can hold fidelity to, and what education elements are resonating or need more workshopping to refine and improve impact. • I attended the <u>“senior send-off”</u> where seniors tell us what they plan to do next year before shaking the cowbell to affirm their choice. • I shared some thoughts with the MW Executive Team on items that I think would strengthen our approach to college and career readiness.
<p>3. Diversity, Equity, & Inclusion</p> <p><u>LCAP Priority Areas:</u> Goal 5: Student Engagement Goal 6: School Climate</p>	<ul style="list-style-type: none"> • I had a brief conversation with a <u>service provider with deep experience in DEI work</u> about their approach. I have plans to follow up with them over the next couple of months to see if these approaches might help us continue to move things forward here. • Engaged with our current DEIB service provider about supports that can occur <u>before the end of the school year</u> and met to discuss an approach to next school year.

Other Responsibilities/Activities

Role	Entity	Activity	Meeting Frequency
<i>NCS Board President</i>	North Coast Section	High school. athletics – rules, policies, & championships in the northern coastal counties.	7 Board & Exec. Mtgs.
<i>CIF Executive Committee Member</i>	CA Interscholastic Federation for state rules, policies, & playoffs	High school. athletics – rules, policies, & championships for the state of California.	7 Board & Exec. Mtgs
<i>5C Executive Sponsoring Committee Acting President</i>	Contra Costa County Charter Coalition	School sponsored & supported entity that looks to support parents in organizing and amplifying their voice for high quality, public education options.	Weekly meetings

Updates

<i>NCS</i>	<ul style="list-style-type: none"> No updates.
<i>CIF</i>	<ul style="list-style-type: none"> The final <u>executive committee meeting</u> of the year is scheduled for June 14th in southern California.
<i>5C</i>	<ul style="list-style-type: none"> Continue to support our <u>Parent Organizer</u>, Mariela. 5C held a <u>social event</u> here in Richmond for 5C school leaders and key organizing staff from our respective 6 schools. It was a great event to strengthen relationships and continue to educate others on what 5C is. We had our <u>annual meeting with the 5C Executive Director</u> to discuss success and challenges from the school year and what our priorities are for next year. We also discussed ways to continue to strengthen communication. MWA agreed to host a <u>CCCBOE candidate forum</u> on our campus next fall. It will be a way for parents and community members to learn more about what the candidates running for the CCCOE school board are focused on and to hear what our parents care about. The <u>MWA 5C Parent Leadership Team (PLT)</u> met with <u>CCCBOE member, Annette Lewis</u>. It sounds like our parents had a great meeting with her and left the meeting encouraged that Board Member Lewis had good things to say about MWA.

Central Office “Big Rock” Updates

Central Office – Big Rock #1:

Shift of service model for social-emotional support (MTSS)

Monitor and support the work of the COO, Principal, and Assistant Principal for Student Support in creating an infrastructure for a comprehensive and integrated system for implementing MWA’s Multi-Tiered Systems of Support (MTSS).

UPDATES:

- The work stalled a bit here in terms of organized supports. Competing priorities and mid-year leaves impacted steady growth in terms of the MTSS development. With that being said, basic systems of identifying the tracking students have been developed. To the extent they are being consistently utilized is the open question.
- I continued to review data related to suspensions and restorative conferences. Restorative conferences increased significantly over last year. There have been over 350 restorative conferences this year, through April. The 2 deans in the middle school facilitated the conditions to facilitate more conferences, while the 1 dean in the upper school presented a challenge to consistently schedule them.
- Dr. Jackson, Dr. Spencer-Brown, and others have developed a pretty robust approach to Homeroom and Advisory programming for 2024-25. I expect much more consistency and fidelity next year in terms of more opportunities for SEL development for our students.

Central Office – Big Rock #2:

A focus on academic achievement and outcomes

Through classroom observations, data, and discussions, I will assess the efficacy and progress towards more targeted, curricular-aligned, engaging, and effective Tier 1 core instruction, particularly in math and English classes.

UPDATES:

- Dr. Jackson, along with her ILT, made significant progress in creating and continuing to build capacity for a system of accountability and effective instructional practices. We continued to review triangulated data to assess the growth of individual teachers and coaches, along with the practice of running her system.
- Dr. Jackson repurposed some existing positions to be able to add two more instructional coaches for next school year. Having more “hands on deck” be at the ready to provide coaching, mentoring, and support for teachers should help us to continue to strengthen academic achievement and outcomes.
- Dr. Jackson and Ms. MArtinez discussed an approach to supporting the Special Education team that will help to better integrate the SPED RSP teachers and aides with core day instructors. These shifts could bring more direct support into the classroom as well build tighter collaboration and support among and between core day teachers in Tier 1 instruction and the RSP teachers and aides.
- Dr. Jackson and I met with Instruction Partners (service provider) about the approach to next school year. We discussed successes from the year and ongoing challenges and opportunities. Dr. Jackson was able to share potential constraints next year in terms of time and staffing in key positions but also opportunities to build capacity utilizing her returning team and new instructional coaches.

Central Office – Big Rock #3:

Ensure long-term financial viability (“right-sizing”)

Continue to work with Wallace (MWA CFO) and the MWEF finance team and CEO on “right-sizing” MWA services and support with a focus on compensation models, FTE shifts, and program models.

UPDATES:

- The approach to “right-sizing” is helping us realize some material savings in our FY 25 budget as well as freeing up resources for some new positions.
- I suspect the next 1-2 years we will see some additional material shifts that continue to keep us on track for meeting our long-term financial viability goals for MWA.

Coversheet

Chief Operating Officer Report (COO)

Section: III. Standing Reports
Item: F. Chief Operating Officer Report (COO)
Purpose: Discuss
Submitted by:
Related Material: June 2024_COO Board Report.pdf



Board Report

Chief Operating Officer

June 2024

Elizabeth Martinez

Chief Operating Officer

We made it to the end of the school year; a year filled with incredible gains and pains which is par for the course when you are growing. At the start of the calendar year, ***I established 3 Big Goals:***

1. Evaluate team structures and re-align their work to operate with more clarity, precision, and autonomy.
2. Finalize charter renewal strategy in anticipation of the renewal process (fall 2024).
3. Identify big shifts that will go into effect July 1, 2025 with the new charter term.

In addition to making significant progress on all of my goals, I accomplished the following:

- **Drove efforts to reduce our operating expenses that yielded substantial savings of about \$1,500,000** which was predominantly driven by a reduction in our workforce. The strategic adjustment aligned our workforce with current needs and effectively supports our long-term budget projections.
- **Establishing a multi-phase approach to reduce our overall operating expenses over the next 2 years** which will allow us **to redirect resources to valuable retention strategies** for high-performing employees.
- **Drove the strategy behind our Talent and Human Resources efforts which has yielded a promising staffing outcome for the upcoming school year** (see Talent Data). Unfortunately due to a series of late resignations and/or non-renewals due to performance, we have a ways to go to be fully staffed. However, we anticipate that most core subjects will be filled by full-time teachers (Table 3).

Goal 1: Team Structure

*Over the course of the spring semester, I led a series of meetings with the Directors (HR, Operations, and Talent) to discuss structural changes. **We anchored our discussions around two things:***

- *Now that the school has a strong/returning leader in place, how can we localize oversight of school-based functions?*
- *With the stability of leadership in the Central Office, how can we establish clear lines of oversight from the Central Office?*

The explicit and overarching goal was to move positions that directly interact with the school on a daily basis under school leadership. Due to uneven or incomplete school leadership, the Central Office stepped in to provide direct leadership of school functions (School Operations, Attendance, Nurses, etc.) in an effort to maintain some continuity and rebuild systems/processes. ***I feel confident that it is the right time to start transitioning some functions back to the school.*** For the most part, individual positions will not be impacted but there are some that will be impacted.

Operations

- ***The Manager of School Operations*** is moving back to the school, reporting directly to the Principal. For the first year, Ms. Mason will co-supervise this new position to support a smooth transition and continuity of services. The position was reworked to have a broader scope of responsibilities which will include direct supervision of the Attendance Specialists, Substitute Coordinator, and a School Operations Coordinator.
- ***School Operations Coordinator*** will supervise food services and front office in addition to holding key functions like (event planning, master calendar changes, etc).
- ***Director of School Operations*** will be renamed to ***Director of Campus Operations*** and will

June 2024

continue to report to the COO, Ms. Mason will retain direct supervision of Facilities and Safety. In addition, she will take on some larger compliance responsibilities such as Williams Inspections, Standard Operating Procedures, and overall safety compliance for the campus.

Human Resources & Talent

- As many of you may be aware, Ms. Campbell is transitioning out of her role; her final day is TBD. We posted and are actively searching for a **Director of People Operations** who will oversee both HR and Talent.
- The existing positions in HR will be replaced by the following positions: **HR Manager, Recruitment Manager, and People Ops Coordinator**.

Special Education

- After some discussion with Mr. Nelson and Dr. Jackson, I will take on direct supervision of the Director of Special Education. However, the Special Education teachers and aides will remain within the school under the supervision of an Assistant Principal. The idea behind this shift is to delineate compliance (Director) and instruction (teachers and aides) in a way that allows the Central Office to focus on oversight and the school to focus on integrating SPED into the General Education setting more effectively.

Goal 2: Charter Renewal

The charter petition is included on the board agenda for review and approval. Mr. Nelson and I completed the revisions and they are currently under legal review. We are on track to submit our petition to our authorizer this fall. The ask of the Board to review and approve the charter petition subject to final revisions from legal counsel. An executive summary of the changes is included with the charter petition in the action items section of the agenda.

Goal 3: Big Shifts for New Charter Term

Some of the big shifts are outlined in the revisions to the charter. Others are still being discussed and I look forward to sharing more about them in the upcoming school year.

In closing, I would like to express my deep gratitude for the support of the board, the partnership from our Principal, the commitment of my staff, and the confidence my CEO has placed in me. I often hear from people (much taller than me) how painful it was when they experienced growth spurts. They tell me that they had shin pains or maybe weird muscle pain. Obviously, I stopped physically growing quite some time ago but this year I felt all of the pains associated with growth professionally and personally. ***I was stretched beyond my perceived limitations and looking back all I am left with is gratitude. I am more determined, unequivocal and unapologetic about doing difficult things if it means doing right by our students.*** I look forward to another year at Making Waves Academy and in the words of our founder, “Onward and Upward”.

June 2024

Talent Data

Table 1 (Vacancies and Fills, comparisons)

Vacancies By Type (May 30, 2024)			Vacancies By Type (May 2023)		
Faculty	Admin	Staff	Faculty	Admin	Staff
15	5	9	23	0	0
Filled By Type (May 30, 2024)			Filled By Type (May 2023)		
Faculty	Admin	Staff	Faculty	Admin	Staff
13	1	0	5	0	0
			Positions Vacated in June 2023 (late notifications)		
			Faculty	Admin	Staff
			14	3	4

Table 2 (Faculty Vacancies as of 05/30/2024)

<p>Middle School Faculty</p> <ul style="list-style-type: none"> ● Current vacancies = 7 (lots of additional resignations this month) ● Applicants in progress = 8 ● Applicants at semi-final interview and beyond = 5 	<p>Upper School Faculty</p> <ul style="list-style-type: none"> ● Current vacancies = 4 ● Applicants in progress = 14 ● Applicants at semi-final interview and beyond = 2
<p>Special Education Faculty</p> <ul style="list-style-type: none"> ● Current vacancies = 5 ● Applicants in progress = 2 ● Applicants at semi-final interview and beyond = 1 	

Subject	Division	Subject	Division
Health & Wellness 5	Middle School	ELA	Upper School
Math & Science 5	Middle School	Math	Upper School
Music 7	Middle School	Social Science or ELA/Social Science	Upper School
SPED Resource Teacher (4 openings)	School-wide	Spanish Teacher (2 openings)	Upper School
		Theater	Upper School
		Art	Upper School

June 2024

Table 3 (Faculty Vacancies, Sep 2023 vs. Anticipated Vacancies for 24-25)

▲	Vacant Sep 2023	Anticipated Vacancies
MS Health and Wellness	1	1
MS Math & Science 5	1	
MS Science	1	1
Special Education		5
US Art		1
US ELA	2	
US Social Science	3	
US Spanish	1	
UStheater	1	1

Coversheet

Q&A on Written Finance Report

Section: III. Standing Reports
Item: G. Q&A on Written Finance Report
Purpose: Discuss
Submitted by:
Related Material: Executive Summary - 2024-25 Original Budget_FINAL.pdf



Executive Summary for FY 2024-25 (1st Draft) Report

FY2024 Original Budget vs. FY2025 Original Budget Summary

We reduced projected expenses by approximately **\$1,800,000** from the FY2024 Original Budget to this DRAFT of the FY2025 Original Budget, representing a remarkable 5% reduction.

The key areas where our budget right-sizing efforts have yielded substantial results are:

Staff Restructuring: We initiated a comprehensive restructuring effort that eliminated a net of 16 positions or 10% of the workforce. While this decision was challenging, it yielded substantial savings of about \$1,500,000. This strategic adjustment ensures that our workforce is aligned with current needs and effectively supports our long-term budget projections.

Technology Expenditure: A thorough review of our technology spending identified opportunities for savings. By revising our approach to staff laptop and student chromebook replacement strategies, we achieved savings of approximately \$200,000 compared to the previous year's expenses. This strategic adaptation enables us to remain technologically competitive while maximizing cost efficiency.

Teacher Residency Program: We made strategic modifications to the Teacher Residency Program, resulting in additional savings of over \$100,000 (. This demonstrates our commitment to optimizing resources without compromising the quality of educational support services. In 2 years, the expense for this program could be re-added to the budget, depending on the capacity built in teacher leadership over the next one to two school years.

Other: Further savings were realized through various initiatives such as optimizing the meal program and discontinuing service provider contracts, among other initiatives. The additional savings were offset by increased spending in psychological services and salaries COLA for existing staff, though.

In conclusion, our concerted efforts can contribute to significant savings of about **\$1,800,000**, reflecting a **5%** reduction from the FY2024 Original Budget to the FY2025 Original Budget. Barring any material changes to the budget before it is finalized and approved, the estimated JRSF contributions will decrease by about **\$1,060,000**, or more than **9%**, from the FY2024 Original Budget to the FY2025 Original Budget.

FY2024 2nd Interim Budget vs. FY2025 Original Budget Summary

Revenues Summary (Compared with the FY'24 2nd Interim Budget):

Revenue Sources	Decrease/Increase	Amount	%
Government revenues	Increase	\$851,975	4%
Interest Income	Decrease	\$162,896	-44%
Non-JRSF donations	Decrease	\$500,000	-43%
Estimated JRSF contributions	Increase	\$416,301	4%

Expenses Summary (Compared with the FY'24 2nd Interim Budget):

Expense Areas	Decrease/Increase	Amount	%
Total Expenses	Increase	\$605,380	2%
MWA Expenses	Increase	\$787,783	3%
Central Office Expenses	Decrease	\$182,403	-5%

Key Overview for the FY'25 Original Interim Budget

The following items highlight the **key changes** from the FY'24 2nd Interim Budget to the FY'25 Original Budget:

1. Government Revenues

The net increase comprised of the following assumptions:

- a. State revenues per pupil increased by 0.76% as per the governor’s January budget proposal
- b. Average Daily Attendance (ADA) increased from 92% to 94%
- c. More one-time categorial funds
- d. SB740 funding for school facility lease increased due to the increased funding rate per student

2. Expenses

- a. Assumed \$1,000 salary COLA increase for faculty and staff
- b. Budgeted full salaries for vacant positions in FY'25 budget vs. prorated salaries in FY'24 2nd interim Budget
- c. Net decrease of eight positions
- d. Removed one-time staff laptop expenses
- e. Eliminated Teacher Resident Program
- f. Increased SPED contract services

Detailed Summary of Changes (FY'24 2nd Interim Budget to the FY'25 Original Budget)

MWA – “SCHOOL” EXPENDITURES: **TOTAL CHANGES – Increased BY \$787,783 (3%)**

I. **Salaries and Benefits – Increased by \$1,128,357 (6%)**

- Assumed \$1,000 salary increase (COLA) for *all* faculty and staff
 - We debated what kind of increase would be the most beneficial for our hourly employees and those employees making less than \$50K-\$60K. A 1% increase for them was so negligible whereas the 1% increase for higher salaries employees would be minimal but more than negligible. There was no easy answer to this when the state is assuming a .76% COLA for revenue. We split the difference optimizing for how to give everyone a raise but consider the impact on the staff who earn the least amount.
- Budgeted full salaries for vacant positions in FY'25 budget vs. prorated salaries in FY'24 2nd interim budget
- Net decrease of six positions
 - **Added New Positions**
 1. Assistant Principal - SW
 2. Instructional Coach, Technology - SW
 3. Instructional Coach, Math - SW
 4. Instructional Coach, ELA - SW
 5. MTSS Instructional Coach – SW
 6. Substitute Teacher Program Administrator – SW
 7. Director of Enrollment - SW
 8. ELA Teacher - MS
 9. Credit Recovery Coordinator - US
 10. ELA/Social Science Teacher – US
 11. Spanish Teacher – US
 12. Music Teacher - US
 - **Eliminated Positions**
 1. Spanish III Teacher – US
 2. Applied Technology Director – SW
 3. Assistant Substitute Coordinator – SW
 4. Substitute Coordinator – SW
 5. Education Pioneers Fellow -SW
 6. Intervention Services Coordinator - SW
 7. Math Intervention Specialist - SW
 8. Literacy Intervention Specialist - SW
 9. Director of Academic Support Services – SW
 10. Teacher Resident - SW
 11. Teacher Resident - SW
 12. Teacher Resident - SW
 13. Director of New Teacher Development and Support – SW
 14. School Registrar - SW
 15. Student Support Coordinator - SW
 16. Student Support Coordinator - SW
 17. On-Site Substitute Teacher - SW
 18. On-Site Substitute Teacher - SW

II. **Supplies – Decreased by \$246,103 (16%)**

- Reduced textbooks to match middle school enrollment
- Removed one-time staff laptop expenses

III. Contracted Services – Decreased by **\$94,471 (1%)**

- Increased cameras preventative maintenance contract
- Increased Special Ed contract
- Decreased substitute teachers' contracted services
- Eliminated Teacher-resident program tuition

CENTRAL OFFICE EXPENDITURES: TOTAL CHANGES – Decreased BY **\$182,403 (5%)**

I. Salaries and Benefits – Decreased by **\$128,033 (5%)**

- Assumed \$1,000 salary increase (COLA) for faculty and staff
- Net decrease of two positions

1. Added New Positions

1. Administrative Analyst

2. Eliminated Positions

1. Talent Recruiter
2. Director of Compliance, Data & Assessment
3. Education Pioneers Fellow

II. Supplies – Increased by **\$1,800 (5%)**

- Increased office supplies

III. Contracted Services – Decreased by **\$56,170 (6%)**

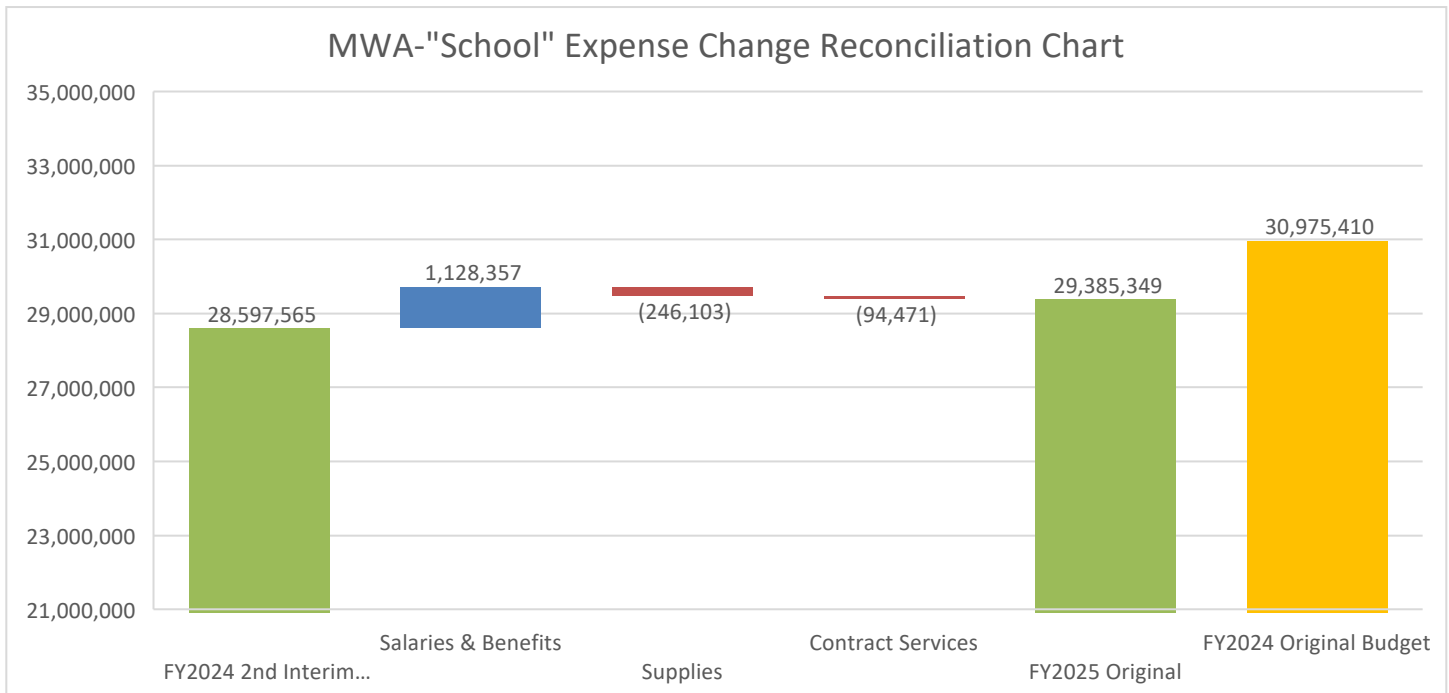
- Reduced Talent Department contract services
- Reduced IT contract services

Appendix A – Summary Financials

FY25 Original Budget Summary Financials for MWA – “School”

MWA – “School” – Compare FY’24 2nd Interim Budget to FY’25 Original Budget

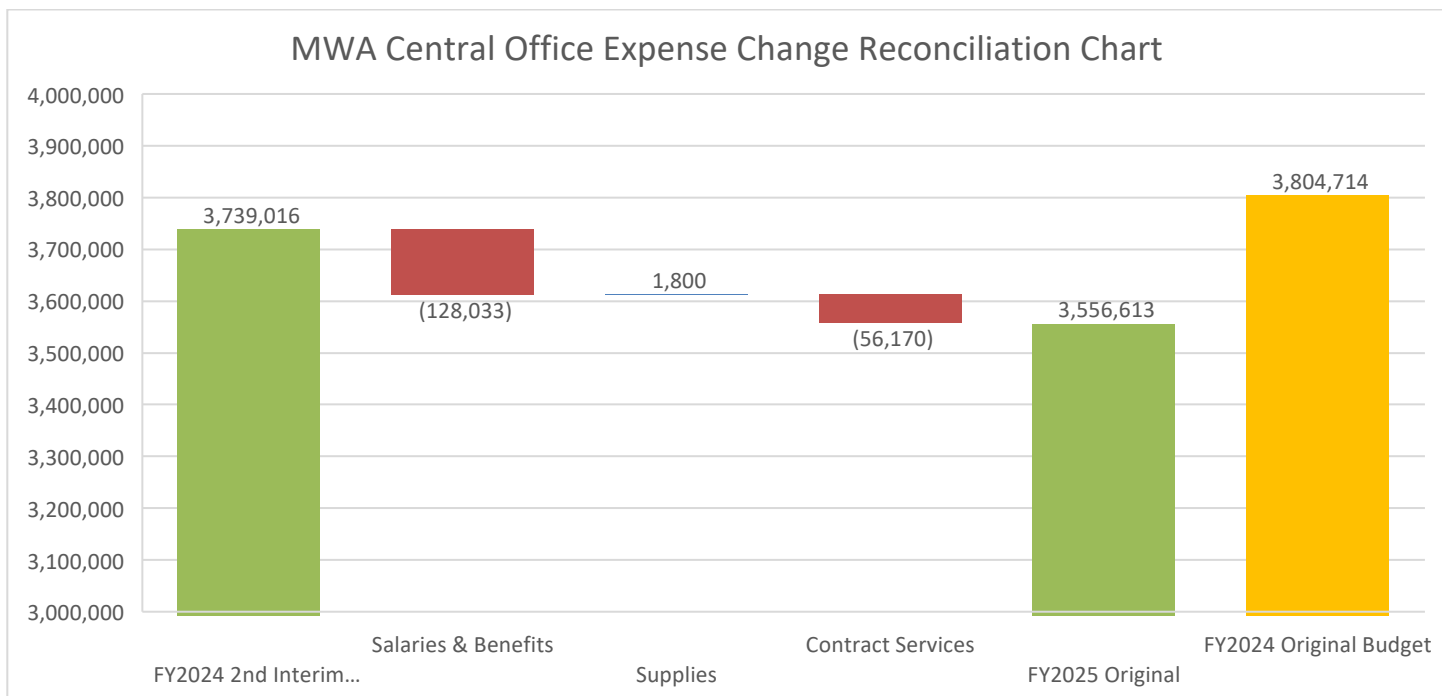
Location	2023-24 Original Budget (A)	2023-24 2 nd Interim Budget (B)	2024-25 Original Budget (C)	\$ Variance (B) vs. (C)	%Variance (B) vs. (C)
Revenues					
Government	\$20,721,980	\$19,323,149	\$20,175,125	\$851,975	4%
Interest Income	\$0	\$372,896	\$210,000	-\$162,896	-44%
Donations	\$1,115,000	\$1,175,000	\$675,000	-\$500,000	-43%
JRSF	\$9,188,430	\$7,776,520	\$8,375,224	\$598,704	8%
Total Revenues	\$31,025,410	\$28,647,565	\$29,435,348	\$787,782	3%
Expenses					
Salaries/Benefits	\$20,168,634	\$17,667,537	\$18,795,895	\$1,128,357	6%
Supplies	\$1,628,401	\$1,522,524	\$1,276,421	-\$246,103	-16%
Contracted Services	\$9,178,375	\$9,407,504	\$9,313,033	-\$94,471	-1%
Total Expenses	\$30,975,410	\$28,597,565	\$29,385,349	\$787,783	3%
Revenues – Government per ADA	\$20,402	\$19,025	\$19,418	\$393	2%
Expenses – Cost per Student (Exclude CO Fees)	\$26,742	\$24,588	\$25,279	\$691	3%



FY'25 Original Budget Summary Financials for MWA – “Central Office”

MWA Central Office – Compare [FY'24 2nd Interim Budget](#) to [FY'25 Original Budget](#)

Location	2023-24 Original Budget (A)	2023-24 2 nd Interim Budget (B)	2024-25 Original Budget (C)	\$ Variance (B) vs. (C)	%Variance (B) vs. (C)
Revenues					
JRSF	\$2,352,314	\$2,286,616	\$2,104,213	-\$182,403	-8%
Central Office (Shared Services Allocation)	\$1,452,400	\$1,452,400	\$1,452,400	\$0	0%
Total Revenues	\$3,804,714	\$3,739,016	\$3,556,613	-\$182,403	-5%
Expenses					
Salaries/Benefits	\$2,778,316	\$2,748,015	\$2,619,982	-\$128,033	-5%
Supplies	\$59,700	\$38,150	\$39,950	\$1,800	5%
Contracted Services	\$966,698	\$952,851	\$896,681	-\$56,170	-6%
Total Expenses	\$3,804,714	\$3,739,016	\$3,556,613	-\$182,403	-5%



Coversheet

Local Indicators

Section: IV. Non-Action Items
Item: B. Local Indicators
Purpose: Discuss
Submitted by:
Related Material: 2023-24 MWA Local Indicators - Slides.pdf
MWA 2023-24 Local Indicators.pdf



Local Indicators

Presenter(s): Alton Nelson and Dr. Tameka Jackson
Date: June 10, 2024

Powered by BoardOnTrack



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LCFF Priorities

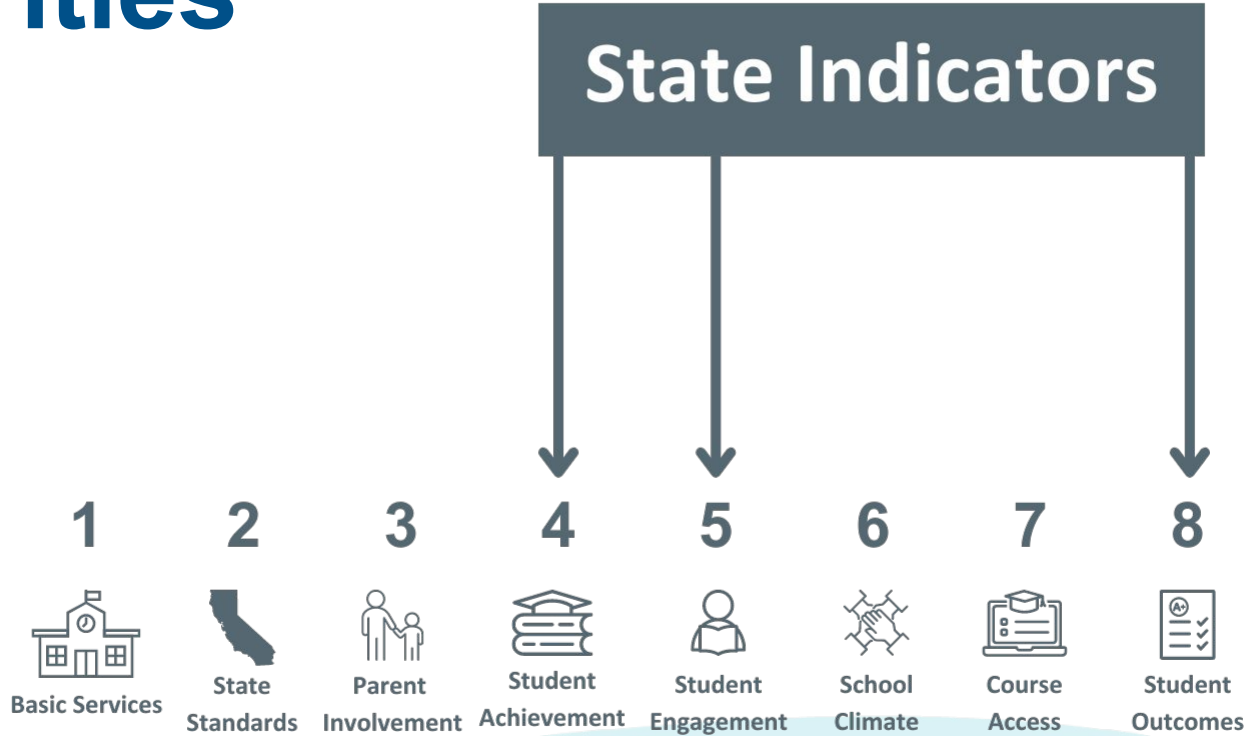
To hold LEAs accountable for supporting the “whole child,” there are 8 LCFF priorities that we must report on annually.

- These are tracked on the [CA State Dashboard](#)
- Our LCAP is centered around these priorities



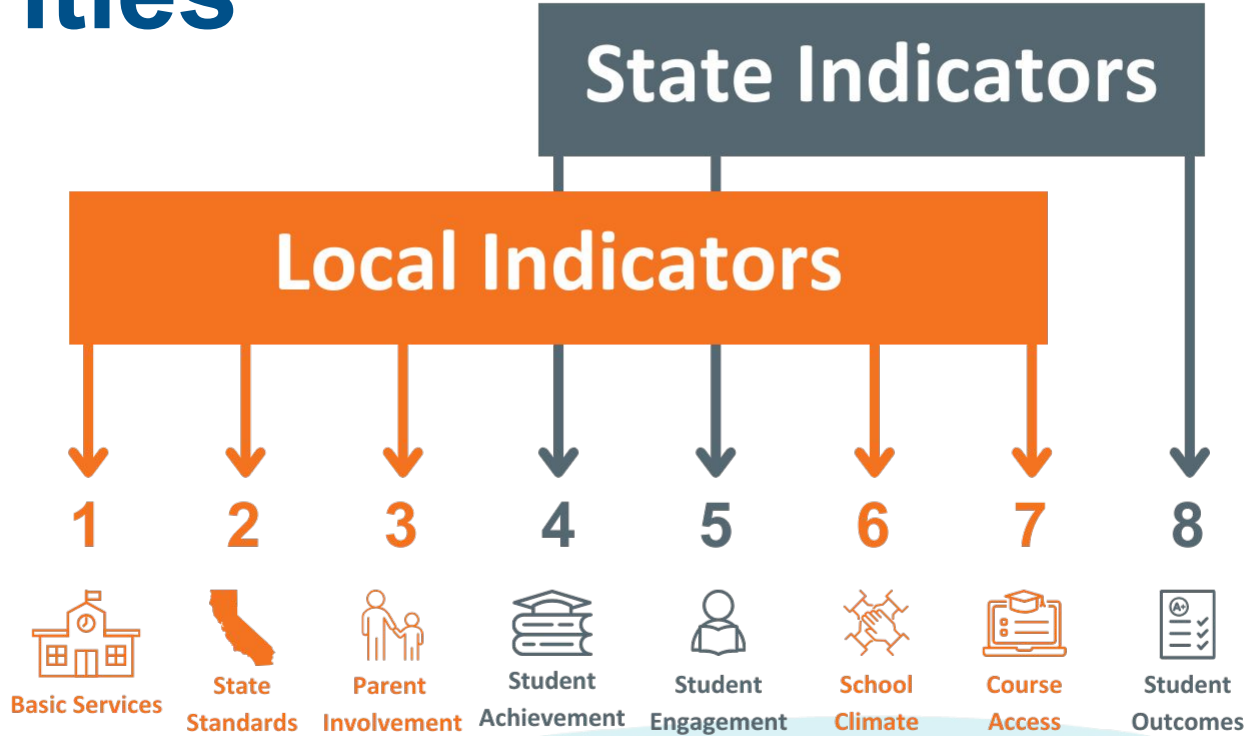


Priorities





Priorities





Indicators

- **State Indicators are informed by state data**
 - Using test scores, ELPI, attendance, graduation rate, etc.
- **Local Indicators are informed by local data**
 - Using self-reflection tools provided by the state





Performance Standards

1



Basic Services

For each local indicator, the State Board of Education adopted performance standards require an LEA to

2



State Standards

1. Annually measure its progress in meeting the [requirements of LCFF priorities](#)

3



Parent Involvement

2. Report the results as part of a non-consent item at the same public meeting of the local governing board at which the LCAP is adopted

6



School Climate

3. Report results to the public through the Dashboard utilizing the [SBE-adopted self-reflection tools for each local indicator](#)

7



Course Access

Reporting the Results



Priority 1



Basic Services



Principal Int
WHO is Dr. Jackson
WHY am I here?
WHAT does a Prin
HOW should I show
WHERE do I want

Priority 1



Basic Services

Basic Services



2021-22 Teaching Assignment Monitoring Outcomes by FTE

Name	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
Making Waves Academy	68.1	58.3%	7.6%	8.8%	15.6%	5.0%	4.0%	0.7%
Contra Costa County Office of Education	329.0	57.5%	6.9%	6.7%	21.7%	5.9%	1.2%	0.2%
Contra Costa	8,140.5	83.0%	4.2%	2.2%	5.6%	4.6%	0.2%	0.1%
Statewide	279,044.9	84.0%	4.3%	1.7%	4.3%	5.2%	0.3%	0.2%

Most recent data from [Teaching Assignment Monitoring Outcome \(AMO\) by Full-Time Equivalency \(FTE\) Report for MWA](#). Resource provided by CDE in [Priority 1 Self-Reflection Tool](#) found on the [Local Indicators page of the CDE website](#).

Priority 1



Basic Services

Basic Services



100% of students have access to standards aligned curriculum and materials in all subjects (2023 SARC)

- Every student is provided their own chromebook for the year
- Pacing guides were developed for ELA & Math with assistance from Instruction Partners
- Piloted new science curriculums (HMH Dimensions)
- US Spanish language adopted new curriculum (Vista)
- US adopted a new math curriculum (Carnegee Learning)
- Implemented new EL curriculum (English 3D)
- MS used Open UP curriculum
- 5th Grade used Fishtank Curriculum

Priority 1



Basic Services

Basic Services



Deficiencies found in School Facilities Conditions Evaluation

Middle School

FIT Score = 95.81%

Inspector comments: School is in good repair! Numerous minor issues with loose toilet seats and leaky faucets. Missing menstrual product notices.

Door closer covers missing

All gender restroom, MS1-115, MS1-160, MS2-129, both gym restrooms

Extension cord and surge protector daisy chained

MS2-117, MS2-127, music room

Toilet seat broken/loose

Women's restroom (near MS2-201), men's restroom (near MS1-138), men's restroom (gym)

Upper School

FIT Score = 95.97%

Inspector comments: Most categories at the school are in very good repair; minor issues in several areas. Missing menstrual posting.

Drinking fountain has a piece missing

US3-212, US3-215, US3-206

Toilet seat loose

US4-116, US4-216

Fire sprinkler escutcheon is missing

US1-150, US2-100, US2-126

Tables do not reflect all deficiencies found, but highlight examples. For an exhaustive list of all deficiencies, please see the full Facility Inspection Tool (FIT) School Facility Condition Evaluation.

Priority 2



State
Standards



Priority 2



State Standards



APs rated our progress on a 5-point scale:

1. **Exploration and Research Phase**
2. **Beginning Development**
3. **Initial Implementation**
4. **Full Implementation**
5. **Full implementation and sustainability**

Providing professional learning for teaching the recently adopted academic standards and/or curriculum frameworks

ELA	Full Implementation
ELD	Full Implementation
Mathematics	Full Implementation
Science	Beginning Development
History-Social Science	Beginning Development

Making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks available in all classrooms where the subject is taught.

ELA	Full Implementation
ELD	Full Implementation
Mathematics	Full Implementation
Science	Initial Implementation
History-Social Science	Initial Implementation

Implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks.

ELA	Full Implementation
ELD	Full Implementation
Mathematics	Full Implementation
Science	Full Implementation
History-Social Science	Full Implementation

This table is a direct reflection of the [Priority 2 Self-Reflection Tool](#) provided by the CDE. This table shows categories 1-3 out of 6. Category 6 is summarized on the next slide.

Priority 2

State Standards



- **Curriculum Implementation**
 - All ELA, Math, and ELD teachers received training on Common Core Standards-aligned curriculum
- **Instructional Coaching**
 - Teachers were paired with instructional coaches who provided bi-weekly observations and feedback
 - Collaborative review of state standards to support curriculum pacing
- **Week-at-a-Glance**
 - Teachers created WaaGs outlines, detailing standards, objectives, and activities for the upcoming week
 - Feedback provided by instructional coaches on WaaGs
- **Teacher Evaluation**
 - Teachers evaluated three times annually
 - Rubric assesses "Essential Content" and student engagement in standards-aligned content

Priority 3



Parent
Involvement



Priority 3



Parent

Involvement

Parent Involvement



Building Relationships Between School Staff and Families:

Changes in faculty/staff and organizational restructuring weakened family connections, reducing campus presence and parental involvement. Progress this year included organizing Parent Talk sessions, facilitating volunteering, inviting parents to events, and involving parents in teacher appreciation week.

APs rated our progress on a 5-point scale:

1. **Exploration and Research Phase**
2. **Beginning Development**
3. **Initial Implementation**
4. **Full Implementation**
5. **Full implementation and sustainability**

Developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.

Beginning Development

Creating welcoming environments for all families in the community.

Beginning Development

Supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.

Beginning Development

Developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.

Initial Implementation

This table is a direct reflection of the [Priority 3 Self-Reflection Tool](#) provided by the CDE. This table shows highlights from Section 1: *Building Relationships Between School Staff and Families* Powered by BoardOnTrack

Priority 3



Parent

Involvement

Parent Involvement



Building Partnerships for Student Outcomes:

Focus areas include prioritizing the vision and mission, fostering learning between the school, families, and organizations, enhancing family resources and training, and involving families in decision-making through surveys and committees.

APs rated our progress on a 5-point scale:

1. **Exploration and Research Phase**
2. **Beginning Development**
3. **Initial Implementation**
4. **Full Implementation**
5. **Full implementation and sustainability**

Providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	Initial Implementation
Providing families with information and resources to support student learning and development in the home.	Initial Implementation
Implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	Initial Implementation
Supporting families to understand and exercise their legal rights and advocate for their own students and all students.	Initial Implementation

This table is a direct reflection of the [Priority 3 Self-Reflection Tool](#) provided by the CDE. This table shows highlights from Section 2: Building Partnerships for Student Outcomes.

Priority 3



Parent

Involvement

Parent Involvement



Seeking Input for Decision Making:

The engagement of underrepresented families will take place by ensuring decision-making committees include representation from underrepresented families, actively seeking out diverse voices making sure that all perspectives are considered in the decision-making process.

APs rated our progress on a 5-point scale:

1. **Exploration and Research Phase**
2. **Beginning Development**
3. **Initial Implementation**
4. **Full Implementation**
5. **Full implementation and sustainability**

Building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.

Initial Implementation

Building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.

Initial Implementation

Providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.

Beginning Development

Providing opportunities to have families, teachers, and principals work together to plan, design, implement and evaluate family engagement activities.

Beginning Development

This table is a direct reflection of the [Priority 3 Self-Reflection Tool](#) provided by the CDE. This table shows highlights from Section 3: Seeking Input for Decision Making.

Priority 6



School
Climate

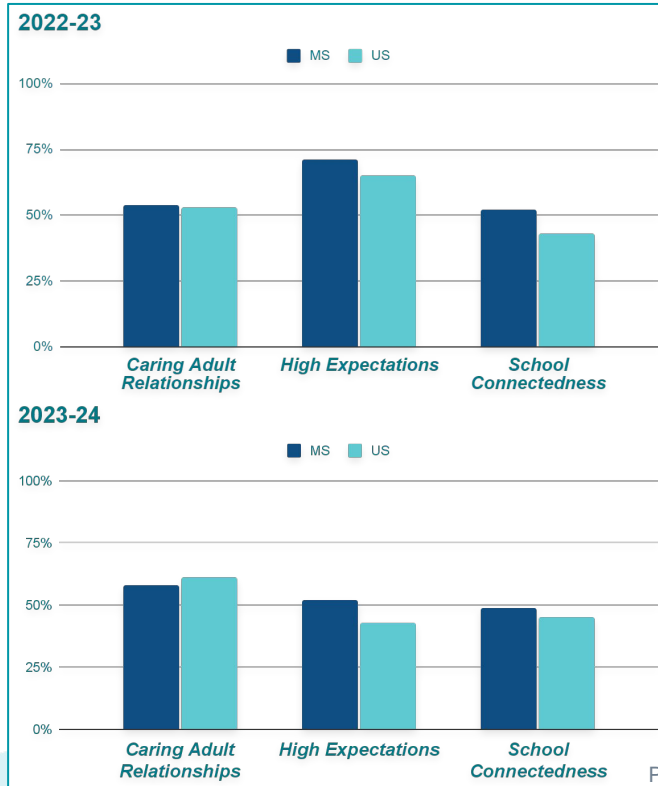


Priority 6

School Climate



School
Climate



- Overall, our results from the February 2023 climate survey are comparable to our results this year
- We see decreases in metrics around “high expectations” in both divisions and “school connectedness” in upper school.

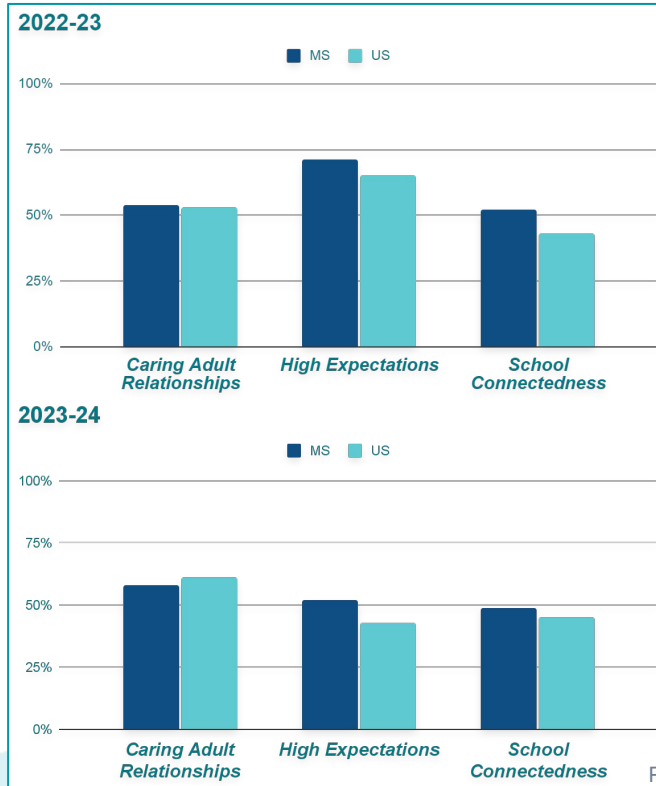
This is a summary of MWA's response to the [Priority 6 Self-Reflection](#)

Priority 6

School Climate



School
Climate



Addressing caring adult relationships and high expectations

- Fostering open communication
- Providing PD and class lessons on relationship-building skills
- Creating a supportive environment for students and adults
- Adding additional social worker
- Prioritizing hiring of key staff
- Consistent application of disciplinary actions

This is a summary of MWA's response to the [Priority 6 Self-Reflection](#)

Priority 7



Course
Access

Priority 7



Course Access

Course Access

- **A-G Course Access and Graduation Requirements**
 - Over 99.5% of students enrolled in courses fulfilling local high school graduation requirements.
 - 86% of 2022-23 graduates eligible for UC/CSU entrance.
- **College Applications and Acceptances**
 - 72 out of 84 seniors (86%) applied and were accepted to at least one four-year university.
 - CSU Eligibility: 84 out of 85 seniors (98%)
 - UC Eligibility: 49 out of 85 seniors (57%)
- **Consistent Standards Alignment**
 - All students have access to standards-aligned core classes.
 - Advisors and counseling team ensure students are on track to meet A-G requirements.

Priority 7



Course Access

Course Access



- **Support for Critical Learner Groups**
 - Priority enrollment for students with disabilities, English Learners, and socio-economically disadvantaged students.
 - Career and College Center provides ongoing support for graduation and post-secondary planning.
- **AP and CTE**
 - 38% of students enrolled in AP classes.
 - One existing CTE pathway with increasing completers.
 - Exploring additional CTE pathways for future offerings.
- **Course Development and Faculty Recruitment**
 - Conducting staff and student surveys to inform new course offerings.
 - Ensuring new courses receive A-G and AP designation where appropriate.
 - Ongoing search for highly qualified faculty to maintain a broad course of study.

Questions?





Learn. Graduate. Give Back.

2024-25 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Making Waves Academy	Alton B. Nelson, Jr. Chief Executive Officer	anelson@mwacademy.org 510-262-1511

Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2021-22	68.1	58.3%	7.6%	8.8%	15.6%	5%	4%	0.7%

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	2

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA’s progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA			3		
ELD (Aligned to ELA Standards)			3		
Mathematics – Common Core State Standards for Mathematics			3		
Next Generation Science Standards		2			
History-Social Science		2			

2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards			3		
History-Social Science			3		

3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)			3		
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

Other Adopted Academic Standards

4. Rate the LEA’s progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education			3		
Health Education Content Standards		2			
Physical Education Model Content Standards					5
Visual and Performing Arts			3		
World Language		2			

Support for Teachers and Administrators

5. Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole			3		
Identifying the professional learning needs of individual teachers			3		
Providing support for teachers on the standards they have not yet mastered			3		

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

This year we partnered with Instructional Partners to increase our impact on mathematics and English language arts instruction. All teachers in English Language Arts, Mathematics, and English Language Development received professional learning for implementing curriculum based on Common Core Standards. All teachers were provided with an instructional coach that observed and provided feedback on a bi-weekly basis. Additionally, teachers were required to complete Week-at-a-Glances (WaaGs, aka. lesson plans) outlining the standards, objectives and activities they intended to cover the upcoming week. Working together, the teacher and coach reviewed the state standards to intentionally support curriculum pacing. Teachers received feedback on their WaaGs from an instructional coach. Teachers were evaluated three times over the course of the year using a rubric based on the TNTP rubric, one domain of which looks at "Essential Content" and the degree to which all students are engaged in content aligned to the appropriate standards for their subject and grade.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education’s (CDE’s) Family Engagement Toolkit: ¹

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
 - 1 – Exploration and Research
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	2
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	2
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	2
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	3

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

The departure and changes in long-tenured faculty/staff as well as re-organizational structuring have led to a weakening of connections with families, resulting in a reduced presence on campus thus limiting parental involvement. There was progress this year in organizing Parent Talk sessions, facilitating volunteering opportunities, involving parents in teacher appreciation week, and inviting parents to campus events, including athletic games. A cohort of families actively provided feedback and engaged in constructive dialogue, highlighting their high expectations and willingness to collaborate with the school.

- Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

The focus area for improvement in building relationships between school staff and families is to foster a more connected and supportive school community. Open communication between families and faculty/staff including emails, ParentSquare, and phone calls. Establishing trust through transparency and responsiveness; Recognizing contributions of faculty/staff, families, and school volunteers; Celebrating Diversity within the school community; Parent Education workshops and resources to help families support their children's academic and social-emotional development

- Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

The engagement of underrepresented families will involve proactively reaching out through personalized communication; Cultural Sensitivity by providing cultural competence training for faculty/staff in order to understand and respect backgrounds and values; Feedback Mechanisms such as surveys and committees to include them in decision making process; Recognizing Diversity by celebrating cultural heritage, traditions, and contributions of underrepresented families.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA’s current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA’s progress in providing professional learning and support to teachers and principals to improve a school’s capacity to partner with families.	3
6. Rate the LEA’s progress in providing families with information and resources to support student learning and development in the home.	3
7. Rate the LEA’s progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	3
8. Rate the LEA’s progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	3

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA’s current strengths and progress in Building Partnerships for Student Outcomes.

The current strengths and progress include having a reputation for academic excellence. Progress towards consistent communication from the school and teachers regarding student learning/behavior. Continuing to effectively adhere to curriculum pacing and maintain high expectations for students while using data to guide instruction.

- Based on the analysis of educational partner input and local data, briefly describe the LEA’s focus area(s) for improvement in Building Partnerships for Student Outcomes.

The focus areas include keeping the vision and mission at the forefront of our decisions. Create opportunities for reciprocal learning between school, families, and outside organizations. Offer resources and trainings to families to enhance their capacity to contribute to student outcomes. Implement strategies to involve families in decision making processes including surveys and parent committees.

- Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

Engagement of underrepresented families in order to improve student outcomes includes Culturally Responsive Communication as well as using culturally relevant examples and context; Parent Empowerment workshops that teach advocacy for their child's needs and understanding academic expectations; Flexible Engagement Opportunities that allow for meetings, events, and conferences to accommodate the diverse needs of underrepresented families by offering virtual options and various times/days for parental contact.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA’s current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA’s progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	3
2. Rate the LEA’s progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	3
3. Rate the LEA’s progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	2
4. Rate the LEA’s progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	2

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA’s current strengths and progress in Seeking Input for Decision-Making.

The current strengths and progress for seeking input for decision making include multiple feedback mechanisms including surveys, Saturday Family Engagement Workshops, and Parent Talk Sessions. Regular engagement takes place with stakeholders, ensuring that their voices are heard throughout the decision making process. School leaders demonstrate responsiveness by actively addressing concerns raised by families, building trust and confidence in the decision making process.

- Based on the analysis of educational partner input and local data, briefly describe the LEA’s focus area(s) for improvement in Seeking Input for Decision-Making.

The focus areas for improvement in seeking input for decision making include diverse representation that reflects the school's commitment to inclusivity and equity; Data-based decisions ensuring decisions are grounded in data and research-based evidence; Continuous improvement in seeking input for decision making, regularly evaluating the effectiveness of feedback and adjusting as needed to better meet the student and family needs.

- Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

The engagement of underrepresented families will take place by ensuring decision making committees include representation from underrepresented families, actively seeking out diverse voices making sure that all perspectives are considered in the decision making process. Following-up with underrepresented families to communicate how their input has been used to inform decisions and providing feedback on how their voices have made a difference helps build trust and encourage continued engagement.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and
- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

The February 2024 Climate Survey was given schoolwide, 837 students participated. American Indian/Native America-27; Asian-45; Black or African American-72; Latinx/Hispanic-682; Pacific Islander/Hawaiian-13; White/Non-Hispanic-29; Multi-racial-40; Other-54

(Note: this number totals to over 837 because the question that asks for race or ethnicity is a "select all that apply" question, meaning one student can make more than one selection depending on what best fits them.)

Student Results

School Connectedness

47% Whole School / 49% Middle School / 45% Upper School

Academic Motivation

60% Whole School / 64% Middle School / 53% Upper School

Caring Adult Relationships

56% Whole School / 58% Middle School / 61% Upper School

High Expectation

47% Whole School / 52% Middle School / 43% Upper School

School Safety

53% Whole School / 52% Middle School / 55% Upper School

We received 54 parent responses, representing parents of 81 students.

5th Grade- 6 parents

6th Grade- 10 parents

7th Grade- 13 parents

8th Grade- 0 parents

9th Grade- 16 parents

10th Grade- 13 parents

11th Grade- 13 parents

12th Grade- 11 parents

Parent Responses

14.8% of parents strongly agree that their child is safe at MWA

74% of parents agree that their child is safe at MWA

9.3% of parents disagree that their child is safe at MWA

1.9% of parents strongly disagree that their child is safe at MWA

87.5% of MWA parents feel MWA is responsive to needs

12.5% of MWA parents do not feel MWA is responsive to needs

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

Overall our results are almost comparable to the results in February 2023 and October 2023's climate survey, though we see decreases in metrics around "high expectations" in both divisions and "school connectedness" in upper school.

Middle school students rated higher compared to upper school students in all categories except "school safely".

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

In an effort to address caring adult relationships and high expectations concerns, includes fostering open communication, providing PD and class lessons on relationship-building skills, and creating a supportive environment where both students and adults feel valued and respected. Continue to collaborate with stakeholders to work together to find solutions that prioritize the well-being of everyone involved. MWA will be adding an additional Social Worker and prioritize the hiring of key staff. Consistently applying disciplinary actions with fidelity schoolwide. Implementing structures with more intensive classroom supports, and professional development in the area of positive behavior interventions.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

All students continue to have access to A-G approved courses, which are part of our graduation requirements. Over 99.5% of our students are enrolled in courses that fulfill local requirements for high school graduation. Because our requirements are closely aligned with A-G Requirements, in 2022-23, 86% of cohort graduates were eligible for UC/ CSU entrance upon graduation. This year, of students who were designated as seniors at the beginning of the school-year, 72 out of 84 students applied and were accepted to at least one four-year university: 84/85 (98%) were CSU eligible and 49/85 (57%) were UC eligible. Our Career and College Center will continue to work closely with each student to ensure they are on track to graduate, to meet A-G requirements, and have developed a post-secondary plan. When creating students' schedules each year, students with disabilities, English Learners, and socio-economically disadvantaged students are given priority enrollment in courses. Our Advanced Placement (AP) classes are "open enrollment," so that all students with an interest in the course have potential to enroll, provided they have met any prerequisite courses with at least a C or better. This year 38% of students were enrolled in AP classes. We currently have one CTE pathway, and have seen an increase in the number of CTE pathway completers in the past year; we are exploring adding additional CTE pathways for our students in the future.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

All students continue to have access to standards-aligned core classes. Our upper school (high school) courses and graduation requirements are A-G aligned. Students' advisors, along with the college and career counseling team, work with our upper school students and families directly to ensure that they are on a track to complete all A-G requirements. Because our requirements are closely aligned with A-G Requirements, in 2023-24, 85% of cohort graduates are eligible for UC/ CSU entrance upon graduation.

When creating students' schedules each year, students with disabilities, English Learners, and socio-economically disadvantaged students are given priority enrollment in courses. Our Advanced Placement (AP) classes are "open enrollment," so that all students with an interest in the course have potential to enroll, provided they have met any prerequisite courses with at least a C or better. Last year 42% of students passed their AP exams (scored a 3 or higher). We currently have one CTE pathway, and have seen an increase in the number of CTE pathway completers in the past year; we are exploring adding additional CTE pathways for our students in the future.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

National teacher shortage and acute teacher shortage in Bay Area has made it challenging to expand our broad array of CTE courses and to have a visual and performing arts courses.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

We continue our search to ensure highly qualified faculty and content experts are available to continue providing students with access to a broad course of study. Staff and student surveys were conducted to identify additional courses that staff are interested in and prepared to teach and courses that students are interested in taking. We will use this information to inform the creation of new courses for next year in the upper school, including ensuring that courses receive A-G and AP designation, where appropriate.

Coversheet

Charter Petition 2025-2030

Section: V. Action Items
Item: A. Charter Petition 2025-2030
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: Executive Summary_ Charter Renewal_06102024.pdf
MWA Charter Renewal 2025-2030 60524.pdf
Budget Projections FY25-FY27.pdf

BACKGROUND:

MWA's charter term is set to expire on June 30, 2025. The CEO and COO have updated our existing charter in anticipation for the renewal process (Fall 2024). The Executive Summary outlines the updates and changes made to the existing charter. At this time, the petition is with MWA's legal counsel for final review. At this time, the petition is awaiting non-material updates such as:

- addition of our end-of year diagnostic testing which was just completed
- addition of our bell schedule (approved at the May board meeting)
- addition of our draft 2025-2026 Academic Calendar (after approval at 06/10/2024 board meeting)
- addition of our LCAP/WASC goals (after approval at 06/10/2024 board meeting)

RECOMMENDATION:

We recommend the board reviews and approves:

- the Board Resolution
- Revised Charter Petition subject to final revisions from legal counsel

Executive Summary: Charter Petition Renewal

June 10, 2024

Making Waves Academy's current charter term is set to expire on June 30, 2025, this charter was renewed February 2017 for 5 years (July 1, 2017-June 30, 2022). As a result of the pandemic and its impact on the data needed to consider renewals, our term was extended an additional 3 school years. "Under [Assembly Bill 1505](#), passed in 2019, authorizers must consider a charter school's placement in one of three categories [Low, Middle, or High] based on its performance on the [California School Dashboard](#)"¹. **As of March 2024, MWA was officially categorized as a "middle-performing" charter school. A "middle-performing" school may be renewed for up to 5 years unless the authorizer finds a significant deficiency in our program.**

Renewals are a process intended to a) assess the performance of a charter school and b) to make updates to our charter. Below is a summary of the updates and note-worthy changes we made to our petition.

General Updates

- **We updated general language to reflect current practices, accomplishments during our current term, or as required by law.** Our current charter was revised approximately 7 years ago; since then:
 - Our school leadership model has changed significantly to work towards a "one school" model vs. two (middle and upper).
 - We moved to a 1:1 device model for all students.
 - MWA became a part of the EI Dorado SELPA for Special Education purposes and built our own Special Education team
 - We merged our LCAP and WASC goals.

Note-Worthy Changes

- **We amended our expulsion procedures to include an option for** the Board to designate an Expulsion Hearing Officer annually. This will allow for three pathways to conduct an expulsion hearing: 1) a hearing officer, 2) an administrative panel, or 3) the full Board can hear the case. The Board of Directors will still vote to make the final decision but the hearing can be conducted by any of the entities listed above.
- **We removed the MWA sibling preference from our list of enrollment priorities.** We believe it is more equitable for all students who are eligible for Free and Reduced Price Meal ("FRPM") who reside within West Contra Costa Unified School District attendance boundaries to have the same odds of getting in. **The change in the lottery would not occur for two more school years** (two more 5th grade classes along with the 6th-8th grade waiting lists). **The first class of students without the lottery priority will be the 2026-27 school year.**

Changes We Considered but Could Not Make**Re-Enrollment Policy**

We wanted to add a re-enrollment policy that would create an opportunity to re-enroll for students who voluntarily transferred out of MWA. In our current charter, the only students who have a pathway to return to MWA outside of the lottery process are those who are expelled. We believe that students who left MWA voluntarily should also have a pathway to return. Upon further consultation with our attorneys, it appears that we are not able to do this in the way that we would like. AB-1360 prohibits public charter schools from having admission requirements for any student (except those expelled).

Prepared by: Elizabeth Martinez, Chief Operating Officer

1. <https://calauthorizers.org/most-california-charter-schools-meet-states-new-performance-levels/>

Making Waves Academy

2025-2030

CHARTER
OF
MAKING WAVES ACADEMY



RENEWAL CHARTER SUBMITTED AS OF OCTOBER 1, 2024 TO THE
CONTRA COSTA COUNTY OFFICE OF EDUCATION
77 SANTA BARBARA ROAD, PLEASANT HILL, CALIFORNIA 94523

FOR FURTHER INFORMATION, PLEASE CONTACT:
ALTON B. NELSON, JR., CEO
4123 LAKESIDE DRIVE, RICHMOND, CALIFORNIA 94806

RENEWAL CHARTER
FOR THE TERM: JULY 1, 2025 – JUNE 30, 2030

Making Waves Academy

2025-2030

Making Waves Academy

2025-2030

Making Waves Academy **2025-2030**

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<p>Our current facilities are located at 4123 and 4130 Lakeside Drive and at 2900 Technology Court Richmond, California 94806. The school facilities comprise more than adequate classroom space for all core classes and has several areas designated for specialized classes and programs as designated in the petition. Owned by Making Waves Education Foundation, the school facilities are leased to MWA at below market cost (see budget). The facilities meet all applicable state and federal codes. MWA is responsible for routine maintenance of the facilities, including janitorial, grounds-keeping and utility costs.</p>	
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AFFIRMATIONS AND DECLARATION

As the authorized lead petitioner, I, Alton B. Nelson, Jr., hereby certify that the information submitted in this petition for renewal of a California public charter school, Making Waves Academy (“MWA” or the “Charter School”), authorized by the Contra Costa Board of Education (“CCBOE”) with oversight by the Contra Costa County Office of Education (“CCCOE” or the “County”) and located within the boundaries of the West Contra Costa Unified School District (“WCCUSD” or the “District”) is true to the best of my knowledge and belief. I also certify that this renewal petition does not constitute the conversion of a private school to the status of a public charter school; and further, I understand that if awarded a charter renewal, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall adhere to reporting requirements including, but not limited to, the California Assessment of Student Performance and Progress (“CAASPP”), California Basic Educational Data System (“CBEDS”), Average Daily Attendance (“ADA”), School Accountability Report Card (“SARC”), Local Control and Accountability Plan (“LCAP”), annual audits and all financial reports and data and promptly respond to all reasonable inquiries from the District, the County Office of Education, or the Superintendent of Public Instruction, including, but not limited to, inquiries regarding its financial records. [Ref. Education Code Section 47604.3]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of the Charter School for the purposes of the Educational Employment Relations Act. [Ref. Education Code 47605(c)(6)]
- The Charter School shall, on a regular basis, consult with its parents/guardians and teachers regarding the Charter School’s education programs. [Ref. Education Code Section 47605(d)]
- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Section 60605 and any other Statewide Standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code 47605(d)(1)]
- The Charter School shall be nonsectarian in its programs, admission policies, employment practices, and all other operations. [Ref. Education Code 47605(e)(1)]
- The Charter School shall not charge tuition. [Ref. Education Code 47605(e)(1)]
- The Charter School shall not discriminate on the basis of the characteristics listed in Section 220 (actual or perceived disability, gender, gender expression, gender identity, sexual orientation, nationality, race or ethnicity, religion, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, or association with an

individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(e)(1)]

- The Charter School shall admit all students who wish to attend the Charter School unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code Section 47605(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student's parents or legal guardian within the State. Admission preferences are stipulated in Element Eight (H) Admission Requirements. Preference in the public random drawing shall be given as required by Education Code Section 47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School by, among other measures, not taking any actions to impede the Charter School from expanding enrollment to meet pupil demand in accordance with Education Code Section 47605(e)(2)(C). [Ref. Education Code Section 47605(e)(2)(A)-(C)]
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. [Ref. Education Code Section 47605(e)(3)]
- The Charter School shall adhere to each of the conditions in Education Code Section 47605(e)(4)(A)-(D), including: (A) not discouraging a student from enrolling or seeking to enroll in the Charter School for any reason; (B) not requesting a student's records or require a parent, guardian, or student to submit the student's records before enrollment; (C) not encouraging a student currently attending the Charter School to disenroll or transfer to another school for any reason; and (D) providing a copy of the California Department of Education ("CDE") notice regarding the requirements in Education Code Section 47605(e)(4)(A)-(D) to a parent/guardian or student if the student is 18 years of age or older: (i) when a parent/guardian or student inquires about enrollment, (ii) before conducting an enrollment lottery, or (iii) before disenrollment of a student. [Ref. Education Code Section 47605(e)(4)(A)-(D)]
- The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the charter school before enrollment. [Ref. Education Code Section 47605.6(e)(4)(B)]

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- The Charter School shall not encourage a pupil currently attending the charter school to disenroll from the charter school or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the following characteristics: pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. [Ref. Education Code Section 47605.6(e)(4)(C)]
- The Charter School shall post on the Charter School's internet website a notice of the requirements of Education Code Section 47605.6(e)(4) and provide a parent or guardian, or pupil if the pupil is 18 years of age or older, a copy of the notice at all of the following times: When a parent, guardian, or pupil enquires about enrollment; before conducting an enrollment lottery; and before disenrollment of a pupil. [Ref. Education Code Section 47605.6(e)(4)(D)]
- The Charter School may encourage parental involvement but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. [Ref. Education Code Section 47605(n)]
- The Charter School shall ensure that teachers in the charter school shall hold the Commission on Teacher Credentialing ("CTC") certificate, permit, or other document required for the teacher's certificated assignment. These documents shall be maintained on file at the Charter School and are subject to periodic inspection by the County. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. [Ref. Education Code Sections 47605(l)(1) and 47605.4(a)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities [Education Code Sections 47605 and 47605.1] and comply with the Education Code Sections 47610 and 47610.5 and the California Building Standards Code (Part 2 Section 101) of title 24 of the California Code of Regulations as applicable to the facilities operated by the Charter School unless the Charter School facilities are exclusively owned or controlled by an entity that is not subject to the California Building Standards Code, including, but not limited to, the Federal government.
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]

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- The Charter School shall for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D), comply with all course requirements and meet all State Academic Standards applicable to charter schools, and shall meet or exceed the legally required minimum of school days. [Title 5 California Code of Regulations Section 11960]
- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to, credentials, as necessary. [Title 5 California Code of Regulations Section 11967.5.1(f)(5)]
- The Charter School shall comply with Education Code Section 44237 regarding the submission of fingerprints prepared to the Department of Justice for the purpose of obtaining criminal record summary of employees or regular volunteers who are in contact with minor pupils.
- The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act of 1990 ("ADA") and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").
- The Charter School shall, as required by Education Code Section 47612.5, meet the requirements of Education Code Section 51745 *et seq.* related to independent study.
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- The Charter School shall comply with the California Public Records Act, Government Code Section 6250, *et seq.* ("CPRA").
- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1 ("Section 1090").
- The Charter School shall comply with the Political Reform Act, Government Code Section 81000, *et seq.* (the "PRA").
- The Charter School shall comply with the Family Educational Rights and Privacy Act U.S.C. Section 1232g, 34 CFR Part 99 ("FERPA").

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- The Charter School shall comply with the Ralph M. Brown Act, Government Code Section 54950, *et seq.* (the "Brown Act").
- The Charter School shall comply with the McKinney Vento Homeless Assistance Act (42 U.S.C. Sections 11431-11435).
- The Charter School shall meet the requirements of Education Code Section 47611 regarding the State Teachers' Retirement System.
- The Charter School shall, at all times, maintain all necessary and appropriate insurance coverage.

Alton B. Nelson, Jr., Ed.M.
Chief Executive Officer
Making Waves Academy

Date

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INTRODUCTION

Making Waves Academy, a California nonprofit public benefit corporation with 501(c)(3) tax-exempt status, is proud to submit the Making Waves Academy charter petition for renewal to the Contra Costa Board of Education. Making Waves Academy is committed to rigorously and holistically preparing students to gain acceptance to and graduate from college and ultimately become valuable contributors to the workforce and their communities.

Twenty-five years ago, John Scully, managing director of the investment firm, SPO Partners, had a vision. He shared this vision with fellow Branson School (a private school in Ross, CA) board member, the late Reverend Eugene Farlough, pastor of the Sojourner Truth Presbyterian Church in Richmond, and together they created Making Waves Education Program, an organization that would support the healthy well-being, education and pre-career development of urban children. John's vision grew from his experiences and his observations of numerous public education systems in the state of California and throughout the nation. From these observations, he concluded that the disparity in equal educational opportunity between the "haves" and the "have-nots" in our society was increasing at an alarming rate. John also concluded that unless innovative programs were created to support and augment the efforts of certain public school systems, this circumstance would continue to worsen. He reasoned that this deteriorating condition was unacceptable because of its inevitable, undeniable outcome: millions of Americans lacking the skills required to provide an adequate quality of life for themselves, their families, and the communities in which they reside. John's wife, Regina K. Scully, is also a vital voice as a founder. Her own work in media and film that focuses on equity, injustices, and opportunity mirrors the work she supports here at Making Waves Academy. In 2021(?), the Making Waves Academy campus was named and dedicated as the John H. and Regina K. Scully Campus for Equity in Education.

From our origins as an after-school tutoring and teaching program, we have evolved into a comprehensive, holistic, 5th-12th grade public Charter School. In 2007, MWA opened its doors as a Charter School for students in its middle school for grades 5 through 8 and promoted its first cohort of 8th grade students in June of 2011. In 2010, MWA's charter petition was amended and approved to serve students through grade 12 in its upper school division. In the Fall of 2011, MWA welcomed their first class of 9th grade students. In June 2015, MWA upper school graduated its first class of seniors. Nearly 100% of this senior class who earned their high school diploma from MWA went on to gain admission to college (about 70% in 4-year schools and about 25% in community colleges). Annually, students apply for admission to MWA through an open public lottery. The majority of students are drawn from Title I schools in Richmond and San Pablo. MWA operates as a 501(c)(3) corporation and continues to receive support from the Making Waves Education Foundation (MWEF) in order to support the success of our students, also known as Wave-Makers. In our experience, the middle school and high school years are critical to a student's opportunity to matriculate and succeed in college.

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Under the leadership of experienced senior leaders and a dedicated faculty and staff, MWA creates pathways for college and career readiness and success with core academic and extracurricular offerings, as well as various forms of academic and social-emotional support. The MWA campus was added to and improved from about 2018 to the summer of 2023. This 21st Century campus supports the delivery of high quality instruction and support. Features of the campus includes open learning spaces to foster collaboration, science labs, art and music rooms, performing art spaces, maker spaces, a garden, athletic fields, and gymnasiums. MWA's classrooms are equipped with modern technology, with each student having Chromebook computers to assist their learning and to help close the digital divide.

MWA's success is predicated on a program that focuses on a culture of high expectations, academic and holistic supports that includes academic instruction and support, meals, access to mental health counseling, and college and financial aid counseling. Our focus is to help students gain acceptance to and graduate from four-year colleges and universities and other appropriately challenging post-secondary options. Historically, MWA graduating seniors attend college (four-year and community colleges) at a higher rate than schools with a similar demographic as well as suburban schools. Besides producing academic results, MWA distinguishes itself by nurturing and inspiring our students not only to graduate from high school and college, but to "give back" to the community. Our tagline is *Learn. Graduate. Give Back.*

MWA is fortunate to have a dedicated and committed board of directors. They are passionate in their vision for effective education and support for historically underserved populations. Education is a key to opportunity for social and economic mobility. Too many urban children fail to graduate high school or graduate without meeting the requirements needed to be accepted and complete a bachelor's degree from the University of California, California State University, or other colleges and universities. Our board of directors is integral to the realization of this great community project.

Upon graduation from MWA, those having earned their diplomas are eligible to apply for support from the Making Waves Education Foundation (MWEF) college success program. CAP supports students with final college selection, financial aid application support, need-based financial assistance, and individualized coaching until they graduate from college. This program is independent of MWA and is derived from the former Making Waves Education Program. MWEF has staff with extensive experience in supporting students in Richmond. This partnership makes MWA unique and helps to increase the college and career success outcomes for MWA graduates.

We are deeply committed to the children and youth of the City of Richmond and are dedicated to using our resources to continue to provide opportunities for them to pursue a variety of pathways for college and career success. During the 2017 to 2024 term, MWA achieved the following successes:

1. The Charter School has presented a **sound educational program.**
 - The Charter School has a **graduation rate of 90.9%** in 2023.

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- **100% of graduates met A-G** requirements for UC/CSU eligibility in 2023.
- **88% of graduates (19th Wave) enrolled in college** during Fall after High School in 2023.
- **55% of 2017 graduates (14th Wave) graduated college within 6 years** (Associate's, Bachelor's, and Higher).
- MWA's graduating seniors have one of the highest college eligibility rates in west Contra Costa County ("a-g" eligible)..
- MWA's high school graduation rate (over 5 years including the pandemic year) is 90.5%, one of the highest in west Contra Costa County.
- **First 2016 graduate (13th Waver) awarded Gates Millenium Scholarship.**
- **First 2023 graduate (20th Waver) gaining admission to Harvard University.**
- **In 2022, MWA had one of the highest acceptance rates to UC schools in the state** (100% who applied gained admission to one of the nine UC campuses).
- Accrediting Commission for Schools, Western Association of Schools and Colleges ("ACS WASC") granted MWA a **Full, Six-Year Accreditation Status** with a Mid-Cycle Review through June 30, 2026. The Mid-Cycle Review was successfully completed in the 2022-23 school year.
- MWA has some of the highest percentages of English Learners being successfully reclassified to English Proficient.
- Average student-teacher ratio is **24:1**.
- **Curriculum is aligned with California State Standards** including but not limited to, the Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), History-Social Science Framework, remaining State Content Standards, and English Language Development ("ELD") Standards (hereinafter collectively referred to as the "State Standards").

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Contra Costa County, parents, guardians, and the **community as a whole have also benefited:**

- The Charter School improves economic opportunity for families and the community by **increasing academic achievement and English language acquisition for socioeconomically disadvantaged students and students of color.**
- The Charter School has **strong parent, guardian, and community investment** in the Charter School and is supported by Making Waves Education Foundation.
- Students and families also support local organizations through **community service.**
- The Charter School was selected as **#2 Top Bay Area Public Schools for Underserved Students for Low Income Latino students** by [Innovate Public Schools](#). The 2020 Top Public high schools are leading the way in ensuring that every high school graduate is able to reach their dreams of attending college. **93% of low-income Latino and African American students who attend Top Public high schools in the Bay Area are eligible for public universities in California** vs. only 30% of low-income Latino and African American students at Non Top public schools.
- The Charter School was named among **Top 4.5% of High School in the United States** by *U.S. News and World Report* in 2022.

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2. The Charter School has shown that it is demonstrably likely **to successfully implement the proposed educational program.**

- The Charter School has been in operation for **17 years**.
- The Charter School receives support from **Making Waves Education Foundation**, also a 501(c)(3).
- **Clean audits** over the past seven years with no material findings.
- **Over half of students** at the Charter School reported that **they feel safe at school** based on the California Healthy Kids Survey in 2023.
- **Nearly half of students** at the Charter School reported that **they feel connected to the school** based on the California Healthy Kids Survey in 2023.
- **Over half of students** at the Charter School reported that **they feel safe at school** based on the California Healthy Kids Survey in 2023.
- **87% of parents/guardians** at the Charter School reported that **they feel their student is safe at school** based on the school climate survey in 2023.
- **77% of parents/guardians** at the Charter School reported that **they feel satisfied with opportunities for parent participation and input at the school** based on the school climate survey in 2023.
- **The Charter School is a diverse, 21st Century School.** The Charter School's enrollment includes the following student groups based on the 2023 California School Dashboard: 86.7% are Socioeconomically Disadvantaged ("SED") students; 30.2% of students are English Learners ("ELs"); 0.1% are Foster Youth ("FY"); 0.4% are Homeless Youth ("HY"); 2.2% of ELs are Reclassified Fluent English Proficient ("RFEP"); and, 7.8% are Students with Disabilities ("SWD"). The enrollment includes the following race and ethnicity: 7.7% of the students are Black/African American; 0.3% of the students are American Indian; 2.3% of the students are Asian; 0.8% of the students are Filipino; 85.9% of the students are Latinx/Hispanic; 0.6% of the students are Two or More Races; and, 1.3% of the students are White. **The Charter School's numerically significant subgroups are SED students, ELs, SWD, Black or African American students, and Latinx or Hispanic students.**
- **The Charter School provides a range of professional development opportunities for its teachers and staff.** Professional Development opportunities are paramount at MWA. All staff members have completed required training courses, including all mandated and legally required workshops. MWA's faculty work collaboratively to best serve the students at MWA and also learn together in focused training. The Professional Development pedagogy for faculty centers on standards-based instruction, classroom management, using data to inform instruction, student and parent engagement, classroom observation and coaching cycles, and data talk cycles. . The Charter School's **post-secondary attendance rate is 87%** over the last seven years **at two year college or four year college or university.** The majority of MWA students are college and career ready.
- The Charter School's **English Learners are improving on the ELPAC** at a rate of 59.7% (ELPI – Dashboard 2023).

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- **The Charter School has established an effective communication and student record system.** PowerSchool (Student Information System (“SIS”) is a powerful, easy-to-use communication tool which enables students, parents/guardians, teachers, and administrators to work together to improve student achievement. With ParentSquare (general broadcast system), teachers and administrators can send student-specific and general messages home whenever necessary via telephone, text message, or via electronic mail. Messages can also be sent concerning school events and emergencies, or individual communications sent to each parent/guardian concerning their child’s school experience and attendance. MWA also utilizes Canvas and its own website.
 - **The Charter School is an integral part of the local community.** The Charter School is focused on providing students opportunities to be academically and socially emotionally successful. Moreover, students engage and interact with the community at large through community service activities, participation in clubs, sports, and activities to develop school culture. MWA students are an integral part of the community and recognize the challenges in the world around them.
3. The Charter School is **servicing all students** who wish to attend.
- The Charter School has a respected **history of servicing historically disadvantaged students**, including “racial and ethnic pupils, special education pupils, and redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5 that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.”
 - The Charter School’s **enrollment rate has remained constant** over the last six years of the charter term with an average of 1,000 students enrolled each year.
 - The Charter School’s attendance rate has remained constant over the last three years of the charter term with an **average daily attendance rate of 90% or more**. The pandemic significantly impacted attendance, including the immediate years after schools re-opened. In 2023-34, attendance was near our historical average of about 95%.
 - The Charter School has historically had more demand than available spots, it conducts an **open public lottery** to determine which students can be offered spots in grades 5-8 and placed on a **waiting list** for the school year.
4. The Charter School’s **petition is reasonably comprehensive**. The petition contains reasonably comprehensive descriptions for each element and fully describes the program illustrating how the Charter School will continue to meet its goals and objectives described herein. The Charter School will continue to benefit the District and County by providing parents and guardians within its jurisdiction with another great choice and expanded educational opportunities for their children.
5. The Charter School **satisfies the academic renewal criteria** for a presumptive five-year renewal.
- Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the

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time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported the Dashboard and, in some circumstances, the performance of the charter school on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools' performance, plus a separate category for Dashboard Alternative School Status schools. Each of the three tiers has unique qualifying criteria.

The three performance categories are as follows:

- **High Performing** – Presumptive renewal if the charter school meets the established renewal criteria—Education Code Section 47607(c)(2).
- **Middle Performing** – Renewal unless closure is in the best interest of students, evaluated using the Dashboard and Education Code Section 47607.2(b).
- **Low Performing** – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term —Education Code Section 47607.2(a).

The state indicators include the following:

- Chronic Absenteeism: kindergarten through grade eight
- Suspension Rate: K through grade twelve
- English Learner Progress: grades one through twelve
- Graduation Rate: high school only
- College/Career: high school only (Note: The College/Career Indicator will not be reported on the 2022 Dashboard)
- Academic: grades three through eight and grade eleven – English language Arts (“ELA”)/literacy and Mathematics (“Math”)

Accordingly, Making Waves Academy, fits into the middle performing category, as determined by law and the California Department of Education, and as clearly demonstrated by the evidence, meets the criterion for charter renewal for a term of 5 years, as demonstrated below.

Dashboard Performance Renewal Criteria – Middle Performing

Education Code Section 47607.2(b) states:

- (1) For all charter schools for which [high- and low-performing categories] do not apply, the chartering authority shall consider the school-wide performance and performance of all subgroups of pupils served by the charter school on the state indicators included in the [Dashboard] and the performance of the charter school on the local indicators included in the [Dashboard].

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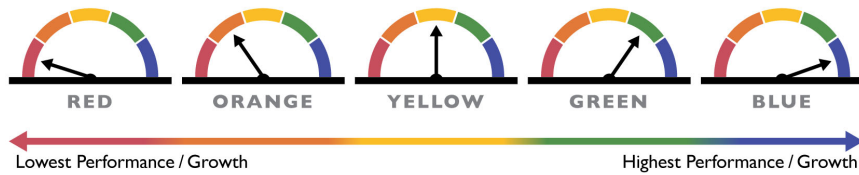
(2) The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal.

“Measurements of academic performance” are defined in statute as “statewide assessments in the California Assessment of Student Performance and Progress (‘CAASPP’) system, or any successor system, the English Language Proficiency Assessments for California (‘ELPAC’), or any successor system, and the college and career readiness indicator.” (Education Code Section 47607(c)(3)).

Dashboard Performance

Dashboard performance identifies performance levels using one of five status levels (ranging from Very Low, color of red, Low, color of orange, Medium, color of yellow, High, color of green, to Very High, color of blue, for state measures. Please note that the status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very High, color of red, High, color of orange, Medium, color of yellow, Low, color of green, to Very Low, color of blue).

Graph i.1: Dashboard Performance Level by Color



The following table displays the State’s and MWA’s performance on statewide and local indicators for the 2018, 2019, 2022, and 2023 Dashboard¹.

Table i.1: 2018, 2019, 2022, and 2023 State and MWA Performance on Statewide and Local Indicators

Indicator	2018 State	2018 MWA	2019 State	2019 MWA	2022 State	2022 MWA	2023 State	2023 MWA
STATEWIDE INDICATORS								
CAASPP ELA	L	M	H	H	L	L	L	M
CAASPP Math	L	M	L	L	L	VL	L	M
Suspension Rate	M	M	M	M	M	VH	H	VH
EL Progress					M	M	M	H

¹ Due to the COVID-19 pandemic, state law has suspended the reporting of state and local indicators on the 2020 and 2021 Dashboard.

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Chronic Absenteeism	M	H	H	M	VH	VH	M	M
College/Career	M	VH	M	M			M	M
Graduation Rate	M	H	H	VH	M	M	L	H
LOCAL INDICATORS								
Basics: Teachers, Instructional Materials, Facilities		Standard Met		Standard Met		Standard Met		Standard Met
Parent and Family Engagement		Standard Met		Standard Met		Standard Met		Standard Met
Local Climate Survey		Standard Met		Standard Met		Standard Met		Standard Met
Access to a Broad Course of Study		Standard Met		Standard Met		Standard Met		Standard Met
Implementation of Academic Standards		Standard Met		Standard Met		Standard Met		Standard Met

The above table summarizing MWA’s school-wide Dashboard performance demonstrates that:

- MWA met the standard for all local indicators in 2018, 2019, 2022, and 2023.
- Of the seven statewide indicators reported in 2018, 2019, 2022, and 2023 on a school-wide basis, MWA met or exceeded the State’s performance level on six of the six levels in 2018 (EL Progress was not reported in 2018).
- MWA met or exceeded the State’s performance level on five of the six levels in 2019 (EL Progress was not reported in 2019).
- MWA met or exceeded the State’s performance level on four of the six levels in 2022 (College/Career Readiness was not reported in 2022).
- MWA met or exceeded the State’s performance on six of the seven levels in 2023.
- It should be noted that in 2023, MWA’s performance exceeded the state in CAASPP ELA performance, CAASPP Math performance, English Learner Progress, and exceeded the State by two performance levels on the Graduation Rate.

The following table displays the State’s Dashboard performance levels in CAASPP ELA Performance, CAASPP Math Performance, College/Career Readiness Indicator, Graduation Rate, Suspension Rate, and Chronic Absenteeism Rate for numerically significant subgroups on the 2018, 2019, 2022, and 2023 Dashboard, compared to the performance levels assigned to MWA in those same indicators for those same subgroups. Only numerically significant subgroups were reported.

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Table i.2: 2018, 2019, 2022, and 2023 State and MWA Performance on CAASPP ELA Performance, CAASPP Math Performance, College and Career Readiness Indicator, Graduation Rate, Suspension Rate, and Chronic Absenteeism Rate by Significant Subgroups

Indicator	2018 State	2018 MWA	2019 State	2019 MWA	2022 State	2022 MWA	2023 State	2023 MWA
CAASPP ELA PERFORMANCE								
English Learners	M	M	M	M	L	L	L	M
Socioeconomically Disadvantaged	M	M	M	H	L	L	L	M
Students with Disabilities	VL		L	VL	VL	VL	VL	VL
Latinx	M	M	M	H	L	L	L	M
African American	L	M	M	L	L	L	L	M
CAASPP MATH PERFORMANCE								
English Learners	L	M	L	L	L	VL	L	L
Socioeconomically Disadvantaged	L	M	M	L	L	VL	M	M
Students with Disabilities	VL		L	VL	VL	VL	L	L
Latinx	L	M	M	L	L	VL	L	M
African American	L	L	L	VL	VL	VL	VL	L
COLLEGE AND CAREER READINESS INDICATOR								
Socioeconomically Disadvantaged	L	VH	H	M			M	M
Latinx	L	VH	H	M			M	H
GRADUATION RATE								
Socioeconomically Disadvantaged	M	H	H	VH	M	M	L	H
Latinx	M	VH	H	VH	M	M	L	H
SUSPENSION RATE								
English Learners	M	H	M	M	M	VH	H	VH
Socioeconomically Disadvantaged	M	M	M	M	M	VH	H	VH
Students with Disabilities	M	VH	M	H	H	H	H	VH
Latinx	M	M	M	L	M	H	H	VH
African American	H	VH	H	H	H	VH	VH	H
Asian	VL		VL		VL	H	L	
CHRONIC ABSENTEEISM RATE								
English Learners	H	H	H	M	VH	VH	M	M
Socioeconomically Disadvantaged	H	H	H	M	VH	VH	M	M
Students with Disabilities	H		H		VH	VH	M	H

Making Waves Academy	2025-2030
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Latinx	M	H	H	M	VH	VH	M	M
African American	H	H	VH	M	VH	VH	M	H

On CAASPP ELA Performance:

- MWA’s significant subgroups of ELs, SED students, and Latinx students met the State’s performance in 2018, and MWA’s African American students scored one performance level above the State.
- In 2019, MWA’s ELs met the State’s performance, MWA’s SED students and Latinx students scored one performance level above the State, and MWA’s African American students scored one performance level below the State.
- In 2022, MWA’s significant subgroups of ELs, SED students, SWD, Latinx students, and African Americans students met the State’s performance level.
- **In 2023, MWA’s significant subgroup of SWD met the State’s performance level and MWA’s ELs, SED students, Latinx students, and African American students scored one performance level above the State.**

On CAASPP Math Performance:

- MWA’s significant subgroups of ELs, SED students, and Latinx students scored one performance level above the State’s performance in 2018, and MWA’s African American students met the State’s performance level.
- In 2019, MWA’s ELs met the State’s performance, MWA’s SED students, SWD, Latinx students, and African American students scored one performance level below the State.
- In 2022, MWA’s significant subgroups of ELs, SED students, and Latinx students scored one performance level below the State, and MWA’s SWD and African American students met the State’s performance level.
- **In 2023, MWA’s significant subgroups of ELs, SED students, and SWD met the State’s performance level and MWA’s Latinx students and African American students scored one performance level above the State.**

On the College and Career Readiness Indicator:

- MWA’s SED students and Latinx students scored three performance levels above the State in 2018.
- In 2019, MWA’s SED students and Latinx students scored one performance level below the State.
- **In 2023, MWA’s SED students met the State’s performance, and MWA’s Latinx students scored one performance level above the State.**

On the Graduation Rate:

- MWA’s SED students scored one performance level above the State’s performance in 2018, and MWA’s Latinx students scored two performance levels above the State.
- In 2019, MWA’s SED students and Latinx students scored one performance level above the State.

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- In 2022, MWA's SED students and Latinx students met the State's performance level.
- **In 2023, MWA's SED students and Latinx students scored two performance levels above the State.**

On the Suspension Rate:

- MWA's SED students and Latinx students met the State's performance level in 2018, and MWA's ELs and African American students scored one performance level below the State, and MWA's SWD scored two performance levels below the State.
- In 2019, MWA's ELs, SED students, and African American students met the State's performance level, MWA's SWD scored one performance level below the State, and MWA's Latinx students scored one performance level above the State.
- In 2022, MWA's SWD met the State's performance level, MWA's ELs and SED students scored two performance levels below the State, MWA's Latinx students and African American students scored one performance level below the State, and MWA's Asian students scored three performance levels below the State.
- In 2023, MWA's ELs, SED students, SWD, and Latinx students scored one performance level below the State, and MWA's African American students scored one performance level above the State.

On the Chronic Absenteeism Rate:

- MWA's ELs, SED students, and African American students met the State's performance level in 2018, and MWA's Latinx students scored one performance level below the State. In 2019, MWA's ELs, SED students, and Latinx students scored one performance level above the State, and MWA's African American students scored two performance levels above the State.
- In 2022, MWA's ELs, SED students, SWD, Latinx students, and African American students met the State's performance level.
- In 2023, MWA's ELs, SED students, and Latinx students met the State's performance level, and MWA's SWD and African American students scored one performance level below the State.

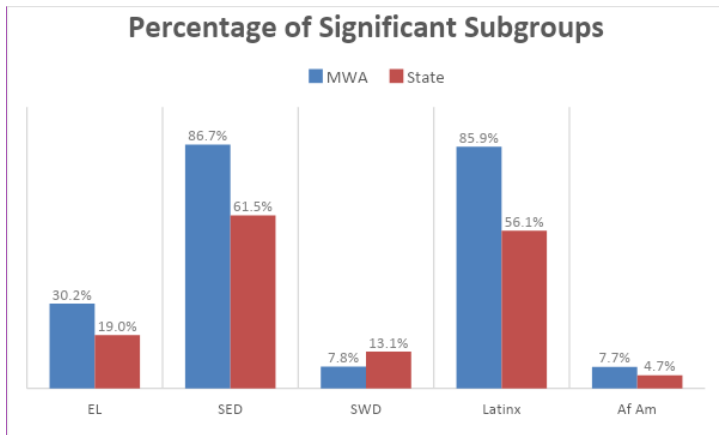
In reviewing this data, it is important to consider that the State's student population generating that statewide performance metric does not match MWA's student population:

- 30.2% of MWA's students are ELs, versus 19.0% of the State's public school population
- 86.7% of MWA's students are socioeconomically disadvantaged, versus 61.5% of the State's public school population as determined by eligibility for free or reduced price meals.
- Perhaps most impactful is that 85.9% of MWA's students are Latinx, versus only 56.1% of the State's public school population and 7.7% of MWA's students are African American, versus only 4.7% of the State's public school population.
- MWA's SWD are 7.8% compared to 13.1% of the State's public school population.

Making Waves Academy **2025-2030**

- It is important to note that the majority of MWA’s students are living in poverty, Latinx, and nearly one third of the students are learning English, whereas these qualities occur far less frequently in the State’s student population.

Chart i.1: Percentage of Significant Subgroups at MWA and the State from the 2023 Dashboard



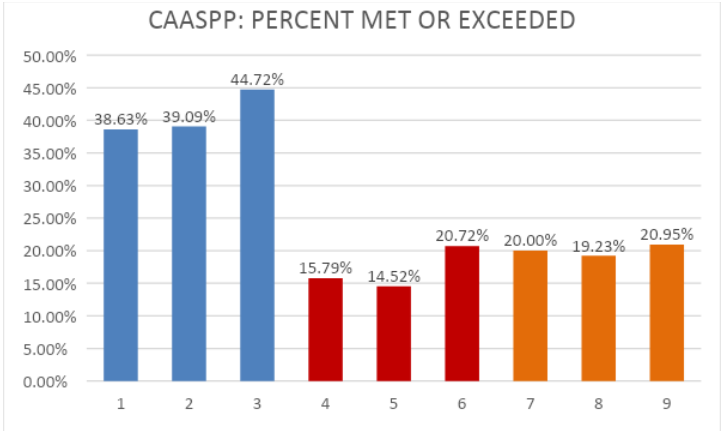
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CAASPP System

While the performance level colors reported on the Dashboard show how MWA’s students perform against other students throughout the State, it is important to also measure MWA’s students against themselves. A review of the Charter School’s students’ performance on the SBAC and the California Science Test (“CAST”) in the previous three years shows that the Charter School’s student body is making steady improvement as they continue in the MWA environment. In examining this data, it is clear that MWA is serving its students very well academically and has demonstrated significant achievement.

Chart i.2: Percentage of MWA Students who Scored Met or Exceeded Standards Mastery on 2021, 2022, and 2023 CAASPP

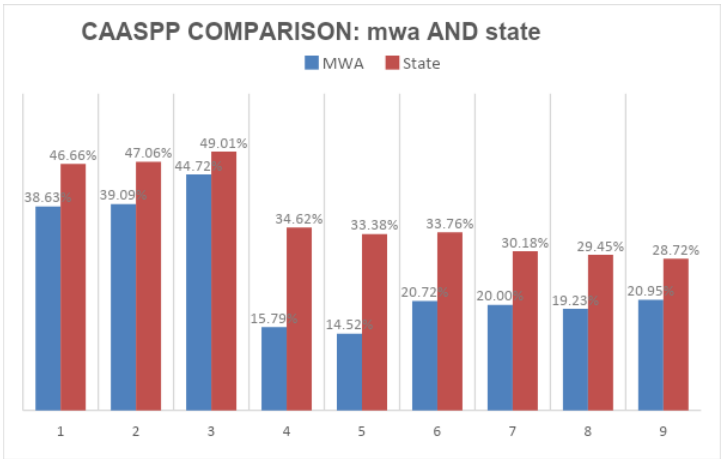
Making Waves Academy **2025-2030**



- MWA’s students increased by 6.09% from 38.63% on the 2021 **SBAC ELA** to 44.72% in 2023, compared to an increase of 2.35% in the State.
- In **Math**, MWA’s students increased by 4.93% from 15.79% on the 2021 SBAC Math to 20.72% in 2023, compared to a decrease of 0.86% in the State.
- In **Science**, MWA’s students increased by 0.95% from 20.00% on the 2021 CAST to 20.95% in 2023, compared to a decrease of 1.46% in the State.

The trajectory of improvement validates the work that MWA is doing in impacting positive academic achievement.

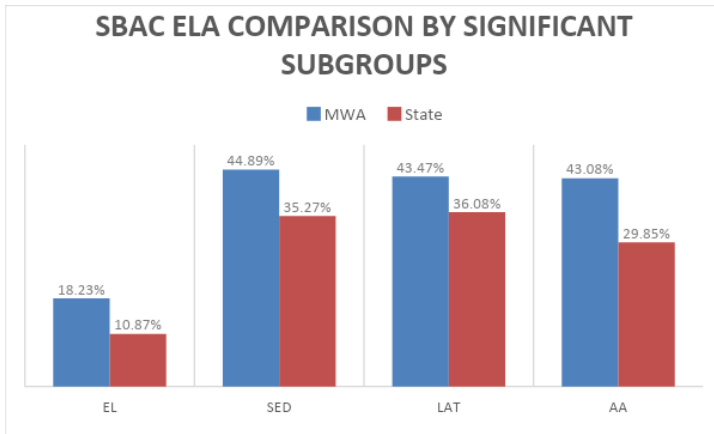
Chart i.3: Comparison of the Percentage of MWA Students and the State who Scored Met or Exceeded Standards Mastery on 2021, 2022, and 2023 CAASPP



More importantly than how MWA’s students are performing overall is how MWA’s significant subgroups are performing academically.

- It should be noted that on the 2023 SBAC ELA, MWA’s significant subgroups of ELs, SED students, Latinx students, and African American students outperformed the State.
- MWA’s ELs scored 18.23% compared to 10.87% of the State’s ELs who met or exceeded standards mastery.
- MWA’s SED students scored 44.89% compared to 35.27% of the State’s SED students who met or exceeded standards mastery.
- MWA’s Latinx students scored 43.47% compared to 36.08% of the State’s Latinx students who met or exceeded standards mastery.
- MWA’s African American students scored 43.08% compared to the State’s African American students who met or exceeded standards mastery.

Chart i.4: Comparison of 2023 SBAC ELA Scores Between MWA and the State by Significant Subgroups



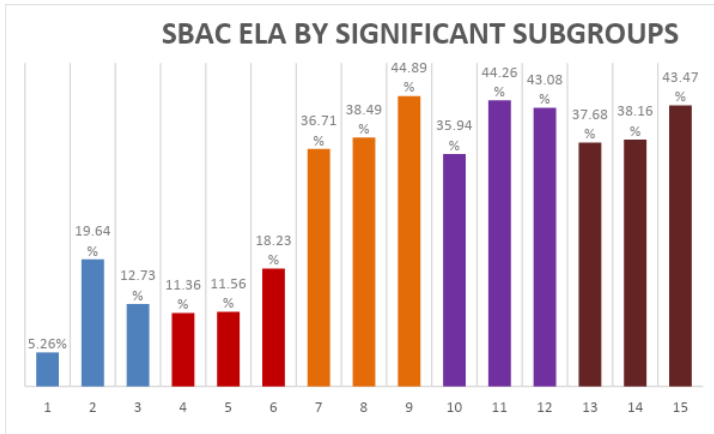
The historical growth of the MWA students by significant subgroups who scored met or exceeded standards mastery on the 2021, 2022, and 2023 SBAC ELA is impressive.

- In 2021, 5.26% of MWA’s **SWD** scored met or exceed standards mastery, increasing to 19.64% in 2022, and decreasing slightly to 12.73% in 2023.
- In 2021, 11.36% of MWA’s **ELs** scored met or exceed standards mastery, increasing to 11.56% in 2022, and increasing to 18.23% in 2023.
- In 2021, 36.71% of MWA’s **SED** students scored met or exceed standards mastery, increasing to 38.49% in 2022, and increasing to 44.89% in 2023.
- In 2021, 35.94% of MWA’s **African American students** scored met or exceed standards mastery, increasing to 44.26% in 2022, and decreasing slightly to 43.08% in 2023.

Making Waves Academy **2025-2030**

- In 2021, 37.68% of MWA's **Latinx** students scored met or exceed standards mastery, increasing to 38.16% in 2022, and increasing to 43.47% in 2023.

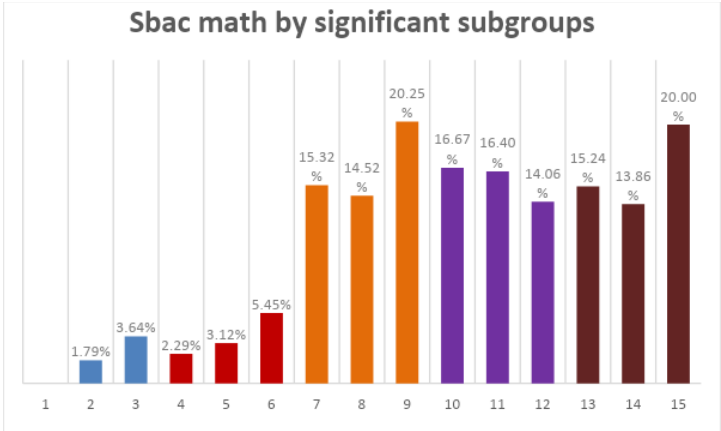
Chart i.5: Percentage of MWA Students by Significant Subgroups who Scored Met or Exceeded Standards Mastery on 2021, 2022, and 2023 SBAC ELA



Though the historical growth of the MWA students by significant subgroups who scored met or exceeded standards mastery on the 2021, 2022, and 2023 SBAC Math is not as high as ELA, it is still increasing over time.

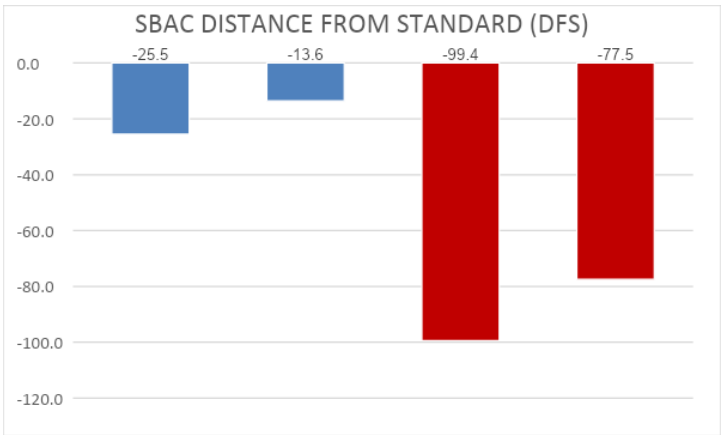
- In 2021, 0.00% of MWA's **SWD** scored met or exceed standards mastery, increasing to 1.79% in 2022, and increasing to 3.64% in 2023.
- In 2021, 2.29% of MWA's **ELs** scored met or exceed standards mastery, increasing to 3.12% in 2022, and increasing to 5.45% in 2023.
- In 2021, 15.32% of MWA's **SED** students scored met or exceed standards mastery, decreasing to 14.52% in 2022, and increasing to 20.25% in 2023.
- In 2021, 16.67% of MWA's **African American students** scored met or exceed standards mastery, decreasing to 16.40% in 2022, and decreasing slightly to 14.06% in 2023.
- In 2021, 15.24% of MWA's **Latinx** students scored met or exceed standards mastery, decreasing to 13.86% in 2022, and increasing to 20.00% in 2023.

Chart i.6: Percentage of MWA Students by Significant Subgroups who Scored Met or Exceeded Standards Mastery on 2021, 2022, and 2023 SBAC Math



Complimentarily, the Dashboard measures how well students are meeting grade level standards by determining the Distance from Standard (“DFS”) on the SBAC ELA and Math Assessments.

Chart i.7: Distance from Standard of MWA Students on 2022 and 2023 SBAC ELA and Math



- MWA has demonstrated growth toward meeting grade level standards overall by reducing the DFS by 12.9 points from -25.5 points from standard in 2022 to -13.6 points from standard in 2023 on the **SBAC ELA**.
- On the **SBAC Math**, MWA demonstrated significant growth toward meeting grade level standards overall by reducing the DFS by 21.9 points from -99.4 points from standard in 2022 to -77.5 points from standard in 2023.

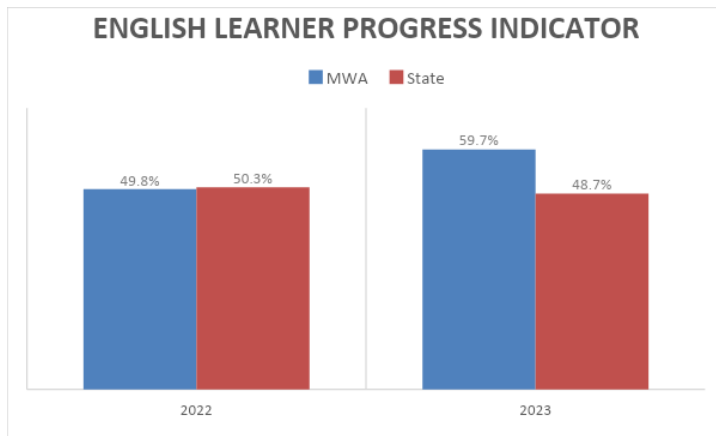
Making Waves Academy **2025-2030**

English Learner Progress

The Dashboard English Learner Progress Indicator measures the percentage of current ELs making progress toward English language proficiency or maintained the highest level on the ELPAC.

- In 2022, 49.8% of MWA’s ELs made progress on the ELPAC nearly equal to 50.3% of the State’s ELs.
- In 2023, 59.7% of MWA’s ELs made progress on the ELPAC compared to 48.7% of the State’s ELs. This growth is important since 30.2% of the MWA student population are ELs.

Chart i.8: Comparison of the Percentage of MWA’s ELs and the State’s ELs Making Progress Toward English Language Proficiency on the ELPAC in 2022 and 2023



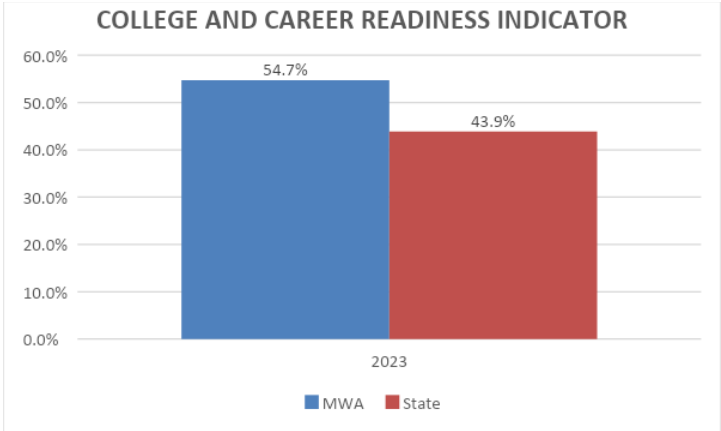
College and Career Readiness Indicator

The Dashboard College and Career Readiness Indicator measures whether high school students are prepared for success after graduation based on measures like graduation rate, performance on state tests, and college credit courses.

- In 2023, MWA’s College and Career Readiness Indicator was 54.7%, meaning that the majority of the high school students are prepared for success after graduation compared to 43.9% of the State.

Chart i.9: Comparison of the Percentage of MWA’s and the State’s College and Career Readiness Indicator in 2023

Making Waves Academy **2025-2030**



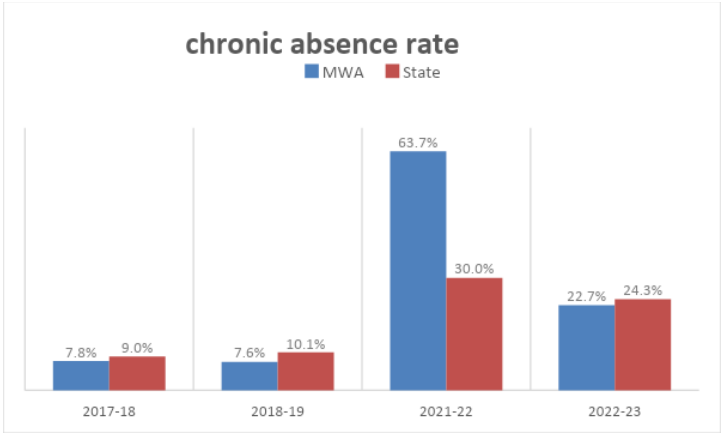
Other Dashboard Measures

Other Dashboard measures demonstrate how well schools are engaging students in their learning include the Chronic Absence Rate and Graduation Rate or how well students are being provided a healthy, safe, and welcoming environment, and include the Suspension Rate. The Dashboard Chronic Absence Rate measures the percentage of students who are absent 10 percent or more of the instructional day they were enrolled. MWA has focused on keeping a low chronic absence rate, and MWA was successful prior to the global pandemic as demonstrated by MWA's 7.8% chronic absence rate in 2017-18, lower than the State's rate of 9.0%, and MWA's 7.6% chronic absence rate in 2018-19, lower than the State's rate of 10.1%. After the pandemic in 2021-22, MWA's chronic absence rate increased to 63.7% and the State's chronic absence rate increased to 30.0%. In 2022-23, MWA worked diligently to reduce the chronic absence rate to 22.7%, and the State's chronic absence rate decreased to 24.3%.

Chronic Absence Rate

Chart i.10: Comparison of the Chronic Absence Rate of MWA and the State by School Years 2017-18, 2018-19, 2021-22, and 2022-23

Making Waves Academy **2025-2030**

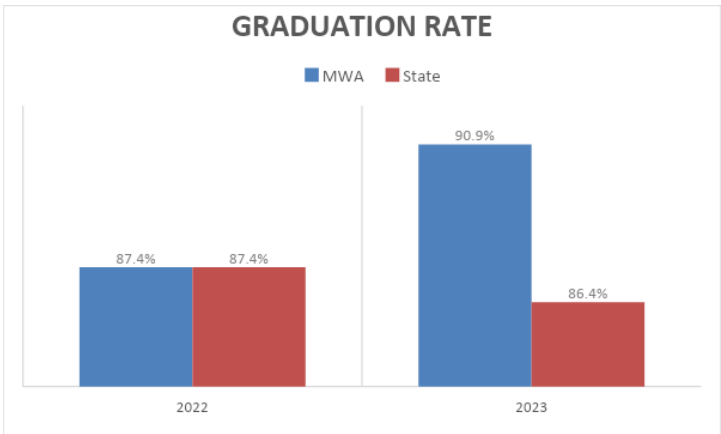


Graduation Rate

The Dashboard Graduation Rate measures the percentage of students who received a high school diploma within four or five years of entering ninth grade or complete their graduation requirement at an alternative school. MWA has consistently maintained a high graduation rate.

- In 2022, MWA had the same graduation rate as the State with 87.4% of students graduating.
- In 2023, MWA's graduation rate was 90.9%, and the State's graduation rate was 86.4%.

Chart i.11: Comparison of the Graduation Rate of MWA and the State for 2022 and 2023



Suspension Rate

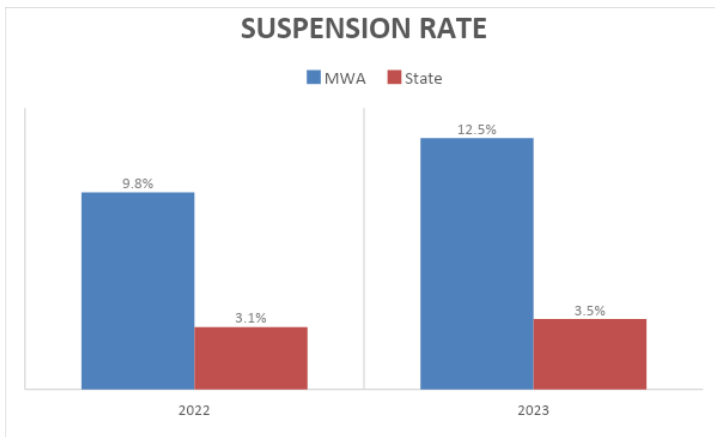
Making Waves Academy **2025-2030**

The Dashboard Suspension Rate measures the percentage of students who have been suspended at least once in a given school year.

- In 2022, MWA’s Suspension Rate was 9.8%, and the State’s was 3.1%.
- In 2023, MWA’s Suspension Rate was 12.5%, and the State’s was 3.5%.

MWA has been working diligently to reduce the suspension rate by using alternatives to suspension, restorative practices, and positive behavior interventions and supports.

Chart i.12: Comparison of the Suspension Rate of MWA and the State for 2022 and 2023



Year Over Year Progress

Renaissance STAR Reading Assessment Data

Renaissance Reading Data – By grade, we have Fall 2021 GE, Percentile to Spring 2022 GE, Percentile and % of students who made typical growth or higher from Fall to Spring; Fall 2022 GE, Percentile to Spring 2023 GE, Percentile and % of students who made typical growth or higher from Fall to Spring. We need Fall 2023 GE, Percentile to Spring 2024 GE, Percentile and % of students who made typical growth or higher from Fall to Spring

NWEA MAP Math Assessment Data

NWEA MAP Math – By grade, we have Fall 2021 RIT, Spring 2022 RIT, Fall to Spring grade CGP, student median CGP, % of students who made growth projection; Fall 2022 RIT, Spring 2023 RIT, Fall to Spring grade CGP, student median CGP, % of students who made growth projection. We need Fall 2023 RIT, Spring 2024 RIT, Fall to Spring grade CGP, student median CGP, % of students who made growth projection.

English Learner Reclassification Data

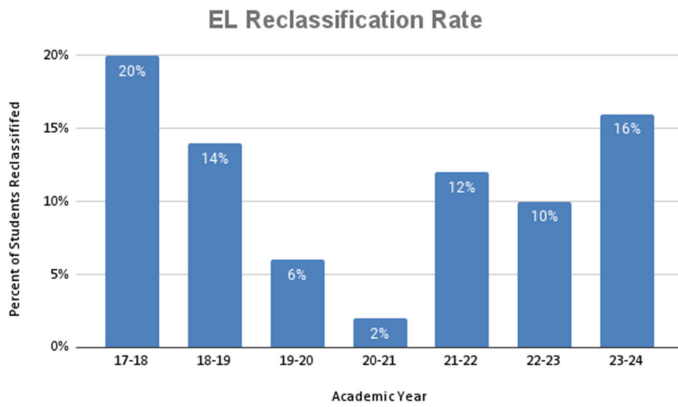
MWA has always focused on serving ELs well through integrated English Language Development (“ELD”) and daily designated ELD. Since most of the students begin MWA in grade 5, the majority of the ELs have been enrolled in school in the United States since

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Reassigned to emartinez@mwacademy.org

Kindergarten which means that they are approaching a Long Term English Learner (“LTEL”) status. MWA works tirelessly with ELs to ensure that they acquire the skills necessary for reclassification from an EL to a Reclassified Fluent English Proficient (“RFEP”) student. The reclassification rate for the charter term demonstrates an average of 11.4%.

Chart i.13: MWA’s English Learner Reclassification Rate 2017-2023

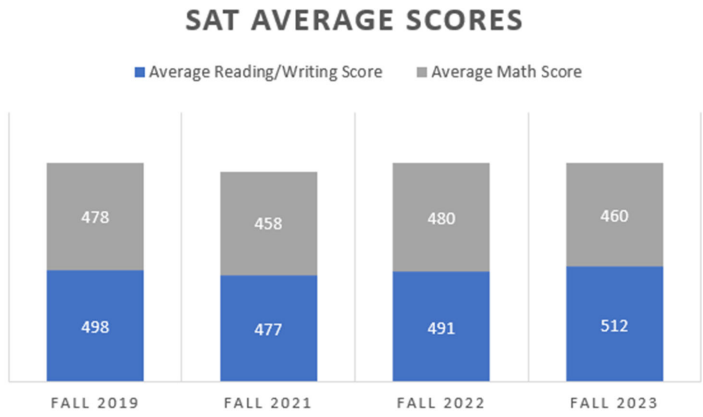


SAT Average Scores

The College Board administers a test called the Scholastic Assessment Test (“SAT”) which many colleges and universities in the United States require students to submit scores from the SAT test as part of the application process. The College Board reports that the national SAT average for Latinx students is 963 and for African American students is 937. MWA’s SAT average score is 972 which is on par with the national SAT average.

Chart i.14: MWA’s SAT Average Scores for 2019, 2021, 2022, and 2023

Making Waves Academy **2025-2030**



Post-Secondary Data

The post-secondary data provided by the National Student Clearinghouse for MWA is the strongest evidence of the success of the Charter School. The data has been collected since 2017 which demonstrates an average of 87% of MWA’s high school graduates who enroll in college during the first Fall after high school. In 2023, 88% of MWA’s high school graduates enrolled in college during the first Fall after high school. It is important to note that the percentage of MWA is higher than the average of suburban schools and higher income schools. Furthermore, the National Student Clearinghouse has collected persistence and completion rate data which is even more compelling evidence of the success of the Charter School.

Table i.3: Percent of Students Enrolled in College During Fall After High School 2017-2023

PERCENT OF STUDENTS ENROLLED IN COLLEGE DURING FALL AFTER HIGH SCHOOL							
COMPARISON TO NATIONAL AVERAGES							
Percentages	2017	2018	2019	2020	2021	2022	2023
Making Waves Academy	92%	92%	90%	86%	79%	71%	88%
High Poverty Schools Avg.	56%	54%	55%	47%	46%	50%	
High Minority Schools Avg.	60%	58%	58%	53%	51%	54%	
Suburban Schools Avg.	68%	67%	68%	64%	62%	64%	
Low Income Schools Avg.	57%	55%	56%	51%	49%	52%	
Higher Income Schools Avg.	70%	69%	62%	65%	64%	63%	
Low Minority Schools Avg.	69%	69%	69%	65%	64%	64%	
Urban Schools Avg.	63%	62%	62%	57%	56%	59%	
Rural Schools Avg.	62%	62%	61%	55%	56%	55%	
Low Poverty Schools Avg.	76%	76%	77%	74%	72%	71%	

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Making Waves Academy **2025-2030**

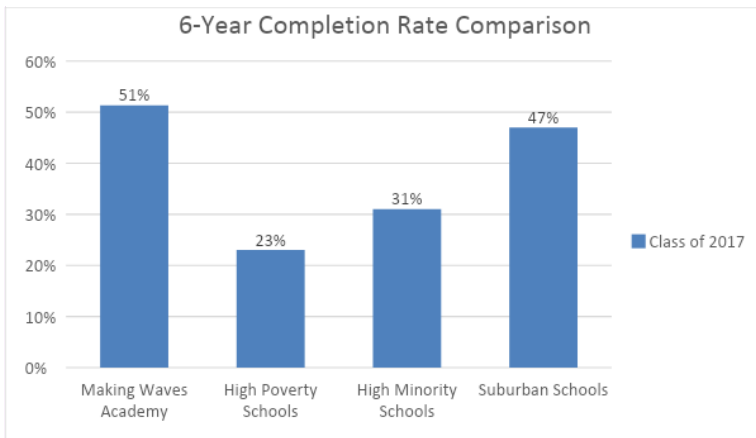
Table i.4: Percent of Students Enrolled in College During Fall After High School 2017-2023 by Student Group

BY STUDENT GROUP	2017	2018	2019	2020	2021	2022	2023
Total (all HS completers)	93%	92%	90%	86%	81%	76%	88%
Economically Disadvantaged	90%	94%	89%	85%	81%	71%	88%
English Learners							
Hispanic or Latino	92%	90%	91%	85%	77%	71%	89%

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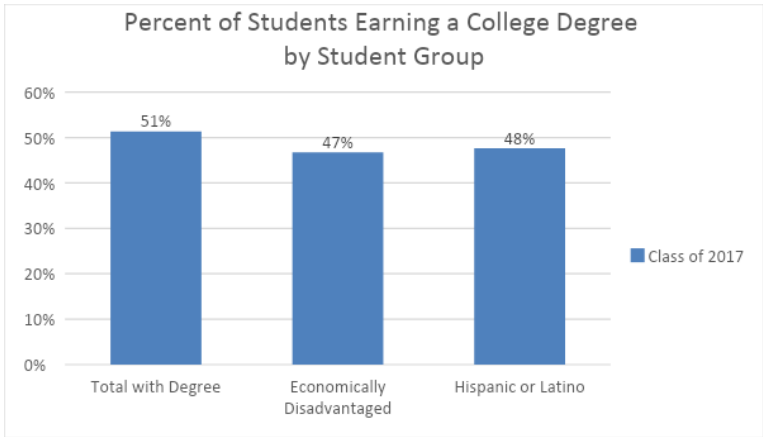
Chart i.15: Percent of Students from Class of 2017 Who Completed a College Degree in Comparison of School Types



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Chart i.16: Percent of Students from Class of 2017 Who Completed a College Degree by Student Group

Making Waves Academy **2025-2030**

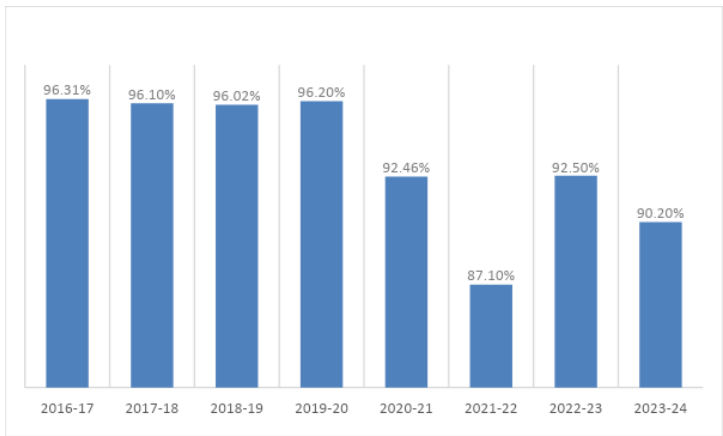


Attendance Data

The attendance rate is a strength at MWA with the prior to the pandemic maintaining an average attendance rate of 96.16% for the school years of 2016-17, 2017-18, 2018-19, and even 2019-20. During the school years of the global pandemic and the years after the pandemic, MWA has worked persistently to improve the attendance rate and return the attendance rate to over 90%. The Charter School needs to update 2022-23 and 2023-24 annual attendance rate so the chart can be updated.

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Assigned to emartinez@mwacademy.org

Chart i.17: MWA's Attendance Rate Data 2016-2024



Making Waves Academy **2025-2030**

Ethnicity of Certificated Staff

In order to fulfill Assembly Bill 520, MWA participates in efforts to recruit and retain teachers of color. The priority is to hire high-quality teachers who are highly effective at delivering rigorous, college preparatory instruction in a holistic, culturally relevant manner. The secondary priority is to hire certificated staff that represent the ethnicity of the students.. In 2023-24, the ethnicity of certificated staff represents 30% Latinx, 38% White, 17% African American, 9% Unidentified/Decline to State, and 6% Asian.

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Chart i.18: MWA's 2023-2024 Ethnicity of Certificated Instructional Staff



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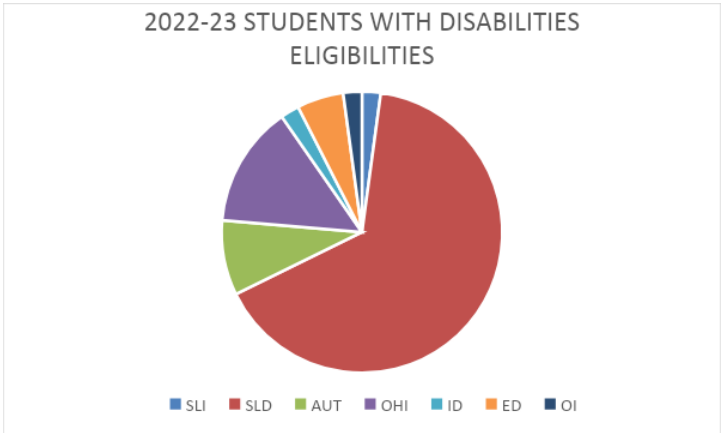
Students with Disabilities

As a comprehensive Charter School, MWA provides students with disabilities with a free appropriate public education in the least restrictive environment by serving students with a variety of eligibilities. The majority of the students with disabilities have Specific Learning Disabilities (“SLD”), while the next largest groups of SWD have Other Health Impairment (“OHI”), then have Autism (“AUT”), and then Emotional Disturbance (“ED”). The last groups of SWD have Speech or Language Impairment (“SLI”), Intellectual Disabilities (“ID”), and Orthopedic Impairment (“OI”). MWA has a strong special education team to serve all services required for the SWD based on their Individualized Educational Plan (“IEP”).

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Chart i.19: MWA's 2022-23 Students with Disabilities Eligibilities

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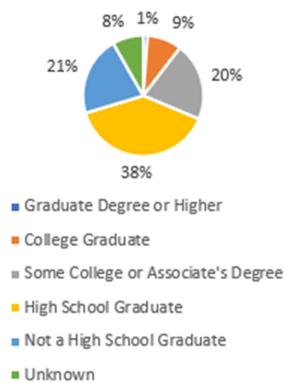


Survey Data

Parent Education Level

Another strength of MWA is that the students who graduate from MWA have a higher education level than their parents. The parents have a graduation rate of 68% whereas the students have a graduation rate of 90.9% in 2023. All parents want better for their children than they had for themselves. The greatest accomplishment is that 51% of the students from the Class of 2017 have earned a college degree which is higher than the 12% of parents who have earned a college degree. This commitment to the target community that MWA serves is an obvious benefit to the Richmond community and the County at large.

2023-2024 PARENT EDUCATION LEVEL



Making Waves Academy

2025-2030

Beyond the Dashboard and CAASPP measures, MWA is closing the achievement gap as demonstrated despite the challenges faced by the students and families. Renewal of the MWA charter is in the best interest of the hundreds on students it serves each year who may not otherwise have access to a program so adept at serving the specific communities enrolled at MWA, including English Learners, socioeconomically disadvantaged students, students with disabilities, Latinx students and African American students. MWA has consistently been closing the achievement gap for all students, especially these significant subgroups. Making Waves Academy commits to rigorously and holistically preparing students to gain acceptance to and graduate from college to ultimately become valuable contributors to the workforce and their communities.

As demonstrated by the evidence above of MWA's strong student growth performance relative to the State in consideration of the student populations it serves, and the need in the community for MWA, MWA meets the renewal criteria under Section 47607.2(b), and must be granted a renewal term of five years.

ELEMENT A: EDUCATIONAL PROGRAM

Governing Law: The educational program of the charter school, designed, among other things, to: identify those whom the charter school is attempting to educate, what it means to be an "educated person" in the 21st century, and how learning best occurs. The goals identified in that program shall include the objective of enabling pupils to become self-motivated, competent, and lifelong learners. - Education Code Section 47605(c)(5)(A)(i)

The annual goals, for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the State priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals. - Education Code Section 47605(c)(5)(A)(ii).

If the proposed charter school will serve high school pupils, the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the "A" to "G" admissions criteria may be considered to meet college entrance requirements." Education Code Section 47605(c)(5)(A)(iii).

Targeted Student Populations and Community Need

We bring educational opportunities to historically underserved populations. We prepare all students for college and also support students in pursuing a variety of post-secondary pathways. We think it is important to support students in pursuing the dreams they have for themselves. As a result, we support students to pursue post-secondary education and career pathways that best align with their dreams for themselves. Wave-Makers primarily choose a college pathway (four-year and community colleges) along with some technical education pathways and military service. Making Waves Academy is dedicated to providing our students with similar educational and post-secondary opportunities as their peers in more affluent suburban communities.. Upon graduation from MWA, from college, or after starting their career, we expect students to "recycle their success" by giving back to their community..

Our intent is to ensure that students in Richmond have the opportunity at MWA to acquire the college and career-readiness skills necessary to gain admission to and graduate from college and to be able to enter the workforce prepared to launch their careers. We believe that young people, no matter what zip code they live in, should have the opportunity to go to college and the skills they need to pursue a career of their choosing. Some of our students encounter obstacles such as access to adequate housing, healthcare, employment and education. We believe that by designing and implementing a school

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program that positively impacts a child’s access to equal educational opportunity, we can optimize our chances of improving that young person’s overall quality of life. We believe that the predictor for the kind of life a child from a socio-economically challenged household will lead, as a youth and as an adult, is the level and quality of educational preparation she, he, or they receives. Our program addresses, performs, and achieves the goal of creating a pathway for success for all of our students.

Mission

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

Vision and Impact Statement

Address the disparity in educational opportunity that exists between suburban and urban youths.

70% of our students will earn an appropriately challenging post-secondary degree, graduating with minimal college debt.

Educational Philosophy

Based on our own successful track record we believe that a rigorous and holistic approach improves learning for urban, underserved students for whom a more interactive relationship with caring adults makes the critical difference in engaging or reinvigorating the students in their own education. MWA is a well-established, independent Charter School that demonstrates its programmatic, operational, governance, and fiscal soundness year over year. MWA is specifically designed to serve historically disadvantaged students and families in the community and intends to continue serving students in grades 5-12.

MWA implements a holistic approach to educating students that include rigorous instruction, academic intervention, meals, access to mental health services, socio-emotional development, and robust college counseling and college access services.

Wave-Maker Affirmation

The following affirmation sets forth the essence of our educational philosophy, and our curriculum carries out in all that we do and say. This credo, written and performed by our students, reminds us of their stories, their challenges and their dreams:

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I AM A WAVE-MAKER!

I am an agent of change. I can control my destiny if I set my mind to it.

I am determined to be an intelligent, organized, and disciplined person.

I will not let anything get in the way of my success.

I AM A WAVE-MAKER!

I am willing to get an education.
I will meet and exceed expectations of Making Waves Academy.
I am determined to pursue my college and career dreams.

I AM A WAVE-MAKER!

I look at life with a positive attitude. I believe love and support are priceless.
I will help people less fortunate than me.
I will be a positive presence in the community.
I will increase the peace.

I AM A WAVE-MAKER!

I am a valuable person. I will believe in myself.
I will prepare myself and take advantage of opportunities to achieve my goals.
I am creative and will recycle my success.

I AM A WAVE-MAKER!

I am a powerful person. I am strong, smart, generous, and caring.
Success is achieved through hard work and perseverance. I am willing.






I AM A WAVE-MAKER!

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MWA Core Values

During the 2013-14 school year, as part of the WASC Accreditation renewal process, the Making Waves community went through an inclusive process of revisiting and refining the school's Core Values. Participation in this process included students, parents, faculty/staff, administrators, School Site Council members, and Board Members. The result of the process is that the twelve original values were condensed down to five values. Discussions by various constituent groups included discussing how and if specific values could be or were embedded within one another. The revised five MWA Core Values are as follows:

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	<p>Community</p> <p>We combine our intellect and critical thinking to support each other and make healthy choices for ourselves and positive changes in our community.</p>
	<p>Resilience</p> <p>We are agents of change, who, through hard work and perseverance, have the power to define ourselves and to control our destiny.</p>
	<p>Respect</p> <p>We believe each person is valuable and we demonstrate respect by following our community norms.</p>
	<p>Responsibility</p> <p>We have integrity; we are accountable for our decisions and actions and their impact on self and community.</p>
	<p>Scholarship</p> <p>We are life-long learners who aspire to and achieve academic excellence.</p>

MWA provides the road map for academic, personal, and community success for our students. From the beginning, our students are encouraged to “empower” themselves through knowledge and education. Our students are given the opportunity to be on a “level playing field” with those students who come from communities that have additional funding sources such as individual giving, family contributions, private and community foundations, and a plethora of school options. Our Wave-Makers refer to themselves as “agents of change” which Making Waves reinforces by providing an effective support network. Our Charter School motivates students to use their success to improve the

communities of which they are a part of.

Students To Be Served

Richmond, like other urban communities, requires a high quality and intensive school experience to surmount these obstacles. Because most urban local schools lack adequate financial resources, they are finding it all but impossible to overcome these challenges. The students served at MWA come from the school communities which are most plagued by these issues.

MWA serves students who have traditionally been underserved and underrepresented in college and other post-secondary opportunities. Over 70% of our students currently come from Title 1 elementary schools in Richmond. Over 85% of our students qualify for free or reduced priced meals. Over 50% of our incoming 5th grade students are classified as ELs. As is often the case, our students must endure the stress that comes from these circumstances. Making Waves Academy addresses these issues and provides services to students and their families, so that we can achieve their goal of entering and graduating from four year colleges and universities.

Making Waves Academy middle school began with 100 5th graders in the Fall of 2007. Two more cohorts of 100 joined in the Fall of 2008 and 2009. In the Fall of 2010, MWA Middle School was at its full capacity serving up to 100 students in each grade 5 through 8 for a total of up to 400 students.

In the Fall of 2011, our first Upper School class started their MWA journey. In 2012, MWA was approved to amend the charter to be able to take in 112 students in the 5th grade. The combined student population of the two campuses, in grades 5-12, was about 780 students.

MWA strives to enroll a student body that is representative of the diversity of the surrounding community and the District as a whole. MWA does not discriminate against any child on the basis of race, gender, ability, religion, sexual orientation, or upon any of the characteristics listed in Education Code Section 220. For additional information about MWA's outreach and recruitment, please see Element G of this charter.

Attendance

The Charter School serves up to 1344 students in grades 5-12 who wish to gain acceptance to and graduate from college. The students may be the first in their family to go to high school, or the first in their family to graduate from high school, or the first in their family to go to college. This student profile includes historically disadvantaged students: Latinx students, African American students, SED students, ELs, and SWD.

Enrollment Projections

The Charter School serves up to 168 students in each grade level in grades 5-12 with a maximum enrollment of 1344 students. MWA has historically experienced a high retention rate, and the students usually remain with the Charter School from grade 5 to grade 12. MWA is committed to serving students who wish to attend the Charter School.

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Table 1.1: Enrollment Projections for the Charter Term

Grade	2025-26	2026-27	2027-28	2028-29	2029-30
5	168	168	168	168	168
6	112	168	168	168	168
7	112	112	168	168	168
8	168	112	112	168	168
9	168	168	112	112	168
10	168	168	168	112	112
11	168	168	168	168	112
12	168	168	168	168	168
TOTAL	1232	1232	1232	1232	1232

Academic Calendar and Schedules

MWA will have at least 175 days of instruction and for each fiscal year, offer, at a minimum, the following number of minutes of instruction (except when otherwise required by law):

- (A) To pupils in grades 5 to 8, inclusive, 54,000 minutes.
- (B) To pupils in grades 9 to 12, inclusive, 64,800 minutes.

Table 1.2: 5-8 Bell Schedule (Subject to Change)

Table 1.3: 9-12 Bell Schedule (Subject to Change)

Table 1.4: 2025-26 Making Waves Academy School Calendar (Subject to Change)

The California Education Code requires that students attend school full time. Moreover, it is extremely important for all students to attend school daily in order to gain the maximum benefit from their education and to show a dedication to being on track for higher education. At the high school, a student may be considered truant under California law if their absent without a valid excuse on three (3) days or if they are tardy or absent for more than any 30-minute period during the school day on three (3) occasions in one school year, or any combination thereof. Education Code § 48260. Generally, the following are accepted as excused absences and tardies:

- Illness
- Medical or dental appointments

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- Attending a funeral service
- Approved participation in a school event, activity or meeting with administrator
- Personal or family emergency when approved by a school administrator
- Appointments with law enforcement, attorneys or probation officers.

Students who miss school or are tardy to class for reasons not listed above will be considered to have an unexcused absence or tardy.

The Charter School focuses on positive reinforcement for students without absences and tardies and hosts a robust Student Attendance Review Team (“SART”) to meet with students and families to overcome barriers to attendance, sign attendance contracts, and improve attendance for the students to prevent chronic absenteeism.

What It Means To Be an Educated Person in the 21st Century

MWA believes that an educated person in the 21st century is someone who has the following skills and abilities:

- The ability to think critically and creatively;
- The ability to work both independently and collaboratively;
- The ability to communicate confidently (oral and written);
- The ability to utilize technology to present, analyze, and generate quality products;
- The willingness and skills to engage in responsible citizenry;
- Personal integrity, morality, self-motivation and self-esteem defined individually and collectively;
- A solid foundation in the core academic skills, as outlined in the State Standards;
- The ability to apply subject area knowledge to accomplish real-world problem-solving.

MWA students will be self-motivated, competent, lifelong learners who are able to develop and utilize the above skills in the classroom and apply them insightfully to the world around them.

MWA believes that a comprehensive education and access to quality educational resources are critical to establishing a love of learning and academic success. Specifically, we believe learning best occurs when:

- Students receive individualized attention tailored to their individual academic needs;
- Instructional activities are challenging, rigorous and aligned to the State Standards, integrated across content areas;
- The curriculum is meaningful and engaging to students, connecting what is being learned with both the world outside the classroom and with students’ real-life experiences;
- The whole community is used as a learning environment, with lessons and units of study being enriched through field trips, tutorial sessions, mentor relationships and internships;
- Teachers, other adults and mentors in the school community role-model positive behaviors and healthy relationships;
- Parents and families are actively involved in their children’s learning;
- The school environment fosters a positive atmosphere of respect, connection and inclusion;
- The curriculum allows students access to future success, be it receiving a high school diploma, going on to higher education, pursuing a career or all of the above.

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For a more detailed description of how MWA believes learning best occurs, please see our “Curriculum and Instructional Design” section, below.

How Learning Best Occurs/Instructional Design, Including Subgroup Program (CCR 11867.5.1(f)(C))

MWA Curriculum Framework and Guiding Principles - Rigorous, Standards-Driven

MWA’s instructional program is designed to empower youth to become analytical thinkers who can apply subject knowledge to solve real-world problems. Based on current knowledge of best practices that work for our targeted student body, we continually update the instructional program and curriculum content to ensure our students’ success. MWA students will graduate from our program not only with strong academic skills, but also with strong social and emotional skills that will serve them well in whatever endeavor they choose.

The 6th-12th grade ELA curriculum, SpringBoard, uses a strategy that is based on backwards planning concepts similar to the work of Jay McTighe and Grant Wiggins in their *Understanding By Design* framework. This approach focuses on helping students identify the key learning and skills at the beginning of a unit so that the work students leading up to formative and summative assessments can be intentional and aligned to not only the teaching objectives but also with student learning goals. Professional development to help MWA faculty adapt and learn the critical instructional skills and strategies needed to teach using these concepts effectively is based on the work of book by Harvey F. Silver, Matthew J. Perini, and R. Thomas Dewing in their book, *The Core Six: Essential Strategies for Achieving Excellence with the Common Core*.

Focus on Literacy

We believe that a student’s ability to read a diverse range of texts is a significant determinant of her/his academic success. Our curriculum emphasizes reading and writing for authentic purposes and the facilitation of academic literacy through the Reading Apprenticeship Framework.

Reading Instruction Across the Disciplines. Teachers model discipline-based strategies for comprehending texts in their subjects. Students develop meta-cognitive awareness of their reading processes and dialogue and write for literal and inferential meaning of text. While all of the above academic areas are offered, the foundation of the MWA curriculum is a comprehensive academic literacy program:

Content Literacy Learning and Teaching Strategies. Within each content area, teachers not only teach students the strategic application of reading skills within the given subject area, but also other literacy tools, such as writing processes, listening and oral communications. While understanding how cognitive and meta-cognitive, behavioral, linguistic, physical and experiential factors relate to content reading and writing development, our teachers incorporate instructional strategies that assess prior knowledge (schemata), develop student meta-cognition and make the content relevant

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and interesting (affective domain). Instructional strategies include these research-backed tactics: pre-reading plan; question-answer relationships; reciprocal teaching; schema maps; directed-reading thinking activity; learning logs; book talks; direct in-text marking system; discussion webs; radio play; student dramas; and sustained silent reading. MWA incorporates holistic teaching methods integrating reading, writing, and literature-based reading instruction.

Literature-Based Reading Instruction. In addition to integrating literature into unit plans, students may participate in the SpringBoard curriculum developed by the College Board, which will integrate literature while placing an emphasis on developing strong non-fiction reading competencies and skills.

Site-Based, Personalized Learning

Our curriculum is delivered in a site-based learning environment that allows for daily contact with teachers and other adults who are focused on students' individual learning needs. On a regular basis, teachers and staff develop, facilitate and review students' work to ensure that they are meeting their educational goals. Middle school students have daily adult facilitators to help them develop the time management and core curriculum skills needed to increase their chances of gaining higher success in their educational and personal goals. Students have a daily planner and weekly goals. Advisors, teachers and tutors facilitate the use of these tools on a daily basis. Students create weekly, unit and quarterly goals. Time is spent asking students to reflect on whether or not they were successful in meeting their goals. Students are given instruction through advisor and tutorial times. The MWA core values are a part of the academic as well as the social emotional curriculum provided in the classroom and in the advising and tutorial programs.

In addition to teaching academic skills, MWA believes strongly in developing their students' social and emotional awareness and growth. Embedded throughout the curriculum, especially through the arts, health and wellness, social studies, language arts, and science, students have assignments that challenge their ideas, thoughts and values. Journaling and portfolio use allow students to reflect on their growth several times during the year. Student Governance bodies help students to develop both leadership and ethical skills. Finally, school assemblies, grade-level advisory and class meetings allow an open forum to develop social and interpersonal skills as students analyze and address the needs of their fellow students, school and greater community.

Materials, including Technology

Text and reading books are reviewed and selected based on a thorough analysis of what other high-performing schools in the area utilize. Technology and computer use is a key component of the MWA curriculum. Many of our students come from families that do not have adequate computers at home, denying them access to programs that schools are now utilizing. Each student is given a Chromebook for use, as well as all faculty and full-time staff. Access to technology gives our students an advantage as they focus their attention on gaining admission to and completing a college degree. All incoming 5th graders take a technology class that helps them become familiar with the technology and the tools available for them to do their work. Each student is given access to PowerSchool and Canvas so that they can check e-mail, homework assignments.. Each year, students'

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skills are reinforced and refined in the various assignments provided by their teachers.

Several themes exist across grade levels and subject matter that help create both a unique and engaging curriculum for our students.

- *College Preparatory* – All students complete the college preparatory course requirements for the A-G requirements for admission to the UC or CSU, or complete a modified version of the A-G requirements for admission to the UC and CSU, in which a year-long, career technical education course that meets or exceeds the rigorous State Standards approved by the State Board of Education may substitute for one of the courses that counts toward completion of the “G” requirement.
- *Career Readiness* – Students, particularly in the upper school, have opportunities for career exploration and exposure through field trips and career day programming. In addition, MWA offers Career Technical Education (CTE) courses.
- *Embed Inquiry and Research Standards Within Each Content Area* – The inquiry process is an authentic method of learning that includes activities such as self-selecting topics, formulating authentic questions, gathering information, researching resources, crafting experiments, observing, interviewing, evaluating information, analyzing and synthesizing data, and communicating findings and conclusions. The information-gathering stage is a self-directed process that is owned by the engaged learner. Individually and collaboratively, students work for a particular purpose, such as discussing a text, solving a problem, making a decision, reaching new understandings, and/or creating products.

Overview of Core Academic Program

The curriculum reflects the belief that all students are capable of learning at high levels and ensures that all students have access to an academically rigorous and relevant curriculum that leads to college and workplace readiness upon graduation. The curriculum supports students in the acquisition of rigorous core knowledge, skills, habits and attitudes in a hands-on, interdisciplinary instructional framework.

English Language Arts

Middle School (Grades 5-8)	Upper School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● Reading ● Writing ● Speaking and Listening ● Language <p>Skills</p> <ul style="list-style-type: none"> ● Writing strategies and application ● Written and oral language conventions/grammar 	<p>Content</p> <ul style="list-style-type: none"> ● Reading ● Writing ● Speaking and Listening ● Language <p>Skills</p> <ul style="list-style-type: none"> ● Craft and Structure ● Integration of Knowledge and Ideas ● Range of Reading and Level of Text Complexity

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- Vocabulary
- Comprehension
- Literary response and style
- Critical Thinking

Course Offerings

- 5th Grade English
- 6th Grade English
- 7th Grade English
- 8th Grade English
- Flex Period

Promotion Requirements

Students complete a year-long course with a grade of C or higher.

- Text Type and Purposes
- Production and Distribution of Writing
- Research to Build Present Knowledge
- Range of Writing
- Comprehension and Collaboration
- Presentation of Knowledge and Ideas
- Conventions of Standard English
- Knowledge of Language
- Vocabulary Acquisition and Use

Course Offerings

- CP English I
- CP English II
- CP English III
- CP English IV
- AP English Language
- ELL Intervention

Graduation Requirements

Students must complete the equivalent of four years of English with final course grades of a C or higher.

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Math

Middle School (Grades 5-8)	High School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● Operations and Algebraic Thinking ● Number Sense and Operations ● Measurement and Data ● Geometry ● Ratios and Proportions ● Expressions and Equations ● Number Sense ● Statistics and Probability ● Algebra <p>Skills</p> <ul style="list-style-type: none"> ● Problem Solving Strategies ● Abstract & Quantitative Reasoning ● Constructing Viable Arguments ● Develop and Utilize Mathematical Models ● Strategic Use of Appropriate Tools ● Precision & Accuracy ● Make Use of Structures ● Express Regularity and Repetition in Reasoning <p>Course Offerings</p> <ul style="list-style-type: none"> ● Pre-Algebra ● Algebra ● Problem Solving ● Math 5 ● Math 6 <p>Promotion Requirements Students complete a year-long course with a grade of C or higher.</p>	<p>Content</p> <ul style="list-style-type: none"> ● Number and Quantity ● Algebra ● Functions ● Geometry ● Statistics and Probability ● Constructing Viable Arguments ● Calculus <p>Skills</p> <ul style="list-style-type: none"> ● Problem Solving Strategies ● Abstract & Quantitative Reasoning ● Constructing Viable Arguments ● Develop and Utilize Mathematical Models ● Strategic Use of Appropriate Tools ● Precision & Accuracy ● Make Use of Structures ● Express Regularity and Repetition in Reasoning <p>Course Offerings</p> <ul style="list-style-type: none"> ● Algebra I & Fundamentals of Algebra ● Geometry & Fundamentals of Geometry ● Algebra II & Algebra II Honors ● Pre-Calculus ● Calculus ● AP Calculus A/B ● Statistics ● AP Statistics <p>Graduation Requirements Students must complete the equivalent of three years of Mathematics with a final course grade of a C or higher.</p>

History/Social Studies

Middle School (Grades 5-8)	High School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● US History ● Geography ● Ancient Civilizations ● Medieval and Early Modern Times ● Current Events ● Journalism ● Public Speaking ● Debates <p>Skills</p> <ul style="list-style-type: none"> ● Chronological and Spatial Thinking 	<p>Content</p> <ul style="list-style-type: none"> ● World History, Culture, and Geography ● US History and Geography ● Principles of American Democracy ● Principles of Economics <p>Skills</p> <ul style="list-style-type: none"> ● Chronological and Spatial Thinking

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- Research, Evidence, and Point of View
- Historical Interpretation

Course Offerings

- US History & Geography
- World History & Geography (Ancient Civilizations)
- World History & Geography (Medieval and Early Modern Times)
- US History & Geography (Growth and Conflict)

Promotion Requirements

Students complete a year-long course with a grade of C or higher.

- Research, Evidence, and Point of View
- Historical Interpretation

Course Offerings

- **Ethnic Studies**
- World History
- US History
- American Government and Economics
- AP US History
- AP American Government

Graduation Requirements

Students must complete at least three year-long courses with a grade of C or better. One course in U.S. History and one in World History, and one in American Government/Civics.

Science

Middle School (Grades 5-8)	High School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● Physical Science ● Life Science ● Earth Science ● Investigation and Experimentation <p>Skills</p> <ul style="list-style-type: none"> ● Observation ● Classification ● Measuring ● Communication ● Inferring ● Predicting ● Collecting, Recording, and Interpreting Data ● Identifying and Controlling Variables ● Defining Operationally ● Making Hypotheses ● Experimenting ● Making and Using Models <p>Course Offerings</p> <ul style="list-style-type: none"> ● Biology ● Chemistry ● Physics ● Geology ● Ecology <p>Promotion Requirements Students complete a year-long course with a grade of C or higher.</p>	<p>Content</p> <ul style="list-style-type: none"> ● Motion and Forces ● Conservation of Energy and Momentum ● Heat and Thermodynamics ● Waves ● Electric and Magnetic Phenomena ● Atomic and Molecular Structure ● Chemical Bonds ● Conservation of Matter and Stoichiometry ● Gases and Their Properties ● Acids and Bases ● Chemical Thermodynamics ● Reaction Rates ● Chemical Equilibrium ● Organic Chemistry and Biochemistry ● Nuclear Processes ● Cell Biology ● Genetics ● Ecology ● Evolution ● Physiology ● Earth Science ● Biogeochemical Cycles ● Structure and Composition of the Atmosphere ● California Geology <p>Skills</p> <ul style="list-style-type: none"> ● Observation ● Classification ● Measuring ● Communication ● Inferring ● Predicting ● Collecting, Recording, and Interpreting Data ● Identifying and Controlling Variables ● Defining Operationally ● Making Hypotheses ● Experimenting ● Making and Using Models <p>Course Offerings</p> <ul style="list-style-type: none"> ● Conceptual Physics ● Chemistry & Chemistry Honors ● Biology & Biology Honors ● AP Psychology <p>Graduation Requirements Students must complete the equivalent of two years of Science with a final course grade of a C or higher in the</p>

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	science branches of life science (Biology), and one physical science (Physics or Chemistry)
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World Languages

Middle School (Grades 5-8) – Not offered	High School (Grades 9-12)
NA	<p>Content</p> <ul style="list-style-type: none"> ● Spanish Language, Literature, Cultures, Structures, Settings, <p>Skills</p> <ul style="list-style-type: none"> ● Cultural Awareness/Understanding ● Grammar ● Writing ● Listening, Reading, and Oral Comprehension <p>Course Offerings</p> <ul style="list-style-type: none"> ● Spanish I ● Spanish II ● Spanish III ● AP Spanish Language ● AP Spanish Literature <p>Graduation Requirements</p> <p>Students must complete two years of one language with a final course grade of a C or higher.</p>

Visual and Performing Arts

Middle School (Grades 5-8)	High School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● Visual/Fine Arts, e.g., drawing, painting, sketching, clay, sculpture, wire ● Performing Arts, e.g., drama, dance and movement ● Music, e.g., choral, instrumental <p>Skills</p> <ul style="list-style-type: none"> ● Artistic Perception ● Creative Expression ● Historical and Cultural Context ● Aesthetic Valuing ● Connections, Relationships, and Applications <p>Course Offerings</p> <ul style="list-style-type: none"> ● 5th Grade Technology ● 6th Grade Art ● 7th Grade Art ● 8th Grade Art <p>Promotion Requirements Students complete course with a grade of C or higher.</p>	<p>Content</p> <ul style="list-style-type: none"> ● Visual/Fine Arts, e.g., drawing, painting, sketching, clay, sculpture, wire ● Performing Arts, e.g., drama, dance and movement ● Music, e.g., choral, instrumental <p>Skills</p> <ul style="list-style-type: none"> ● Artistic Perception ● Creative Expression ● Historical and Cultural Context ● Aesthetic Valuing ● Connections, Relationships, and Applications <p>Course Offerings</p> <ul style="list-style-type: none"> ● Music Appreciation ● Drama ● Advanced Art <p>Graduation Requirements Students must complete one year-long course with a final course grade of a C or higher.</p>

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Health and Physical Education

Middle School (Grades 5-8)	High School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● Games, sports, martial arts, yoga, etc. <p>Skills</p> <ul style="list-style-type: none"> ● Motor Skills and Movement Patterns ● Performance of Physical Activities ● Assess and Maintain Physical Fitness ● Concepts, Principles, and Strategies for Health and Performance ● Psychological and Sociological Concepts, Principles, and Strategies for Physical Activity <p>Course Offerings</p> <ul style="list-style-type: none"> ● 5th Grade P.E. ● 6th Grade P.E. ● 7th Grade P.E. ● 8th Grade P.E. <p>Promotion Requirements Students complete a year-long course with a grade of C or higher.</p>	<p>Content</p> <ul style="list-style-type: none"> ● Games, sports, martial arts, yoga, etc. ● Adventure/Outdoor Activities ● Aerobics ● Dance ● Aquatics ● Weight Training <p>Skills</p> <ul style="list-style-type: none"> ● Motor Skills and Movement Patterns ● Performance of Physical Activities ● Assess and Maintain Physical Fitness ● Concepts, Principles, and Strategies for Health and Performance ● Psychological and Sociological Concepts, Principles, and Strategies for Physical Activity <p>Course Offerings</p> <ul style="list-style-type: none"> ● Health and Wellness I ● Health and Wellness II <p>Graduation Requirements Students must have two year-long courses in Health and Wellness with a final course grade of a C or higher.</p>

Social and Emotional Learning

Middle School (Grades 5-8)	High School (Grades 9-12)
Content <ul style="list-style-type: none"> ● Self-Awareness ● Self-Management ● Social Awareness ● Relationship Skills ● Responsible Decision Making (at school, home and in the community) 	
Skills <ul style="list-style-type: none"> ● Recognize emotions ● Describe interests and values ● Accurately assess strengths ● Have a well-grounded sense of self-confidence and hope for the future ● Regulate emotions ● Manage stress ● Control impulses ● Persevere in addressing challenges ● Express emotions appropriately ● Set and monitor progress toward personal and academic goals ● Take the perspective of and empathize with others ● Recognize and appreciate individual and group similarities and differences ● Seek out and appropriately use family, school, and community resources ● Establish and maintain healthy and rewarding relationships based on cooperation ● Resist inappropriate social pressure ● Constructively prevent, manage, and resolve interpersonal conflict ● Seek and provide help when needed ● In making decisions, consider ethical standards, safety concerns, appropriate social norms, respect for others, and the likely consequences of various courses of action ● Apply these decision-making skills in academic and social situations ● Be motivated to contribute to the well-being of schools and communities 	
Course Offerings <ul style="list-style-type: none"> ● Homeroom (Advisory) 	Course Offerings <ul style="list-style-type: none"> ● Advisory
Promotion Requirements Students complete the requirements of the program.	Graduation Requirements Students must complete the program with a pass.

Descriptions of MWA's curriculum scope and sequences for all the 5th through 12th grade Core Day courses, Summer and Saturday Academies, as well as Intervention courses, can be found in Appendix C.

Outline of Projected Content Coverage (Grades 5-12)

In addition to our base instructional calendar, Making Waves Academy offers more than the required 175 days of instruction every year and more instructional minutes than are required. We anticipate the following additional days and times of programming to help the implementation of our mission.

-

Extended Learning Opportunity Support

MWA offers opportunities for students to participate in the Extended Learning Opportunity (ELO) program for high need 5th and 6th grade students (at the level of staffing capacity). We offer a net additional 30 instructional days that are scheduled to occur during parts of the summer and over some of the school breaks. .

Strong Parental/Family Involvement

Parental/family involvement is essential to the community and the student empowerment that are central to our educational philosophy. Family workshops as well as technology training will be implemented to reinforce the life-long learner philosophy and full support of our students. All parents/guardians at MWA will be expected to participate in activities, including, but not limited to:

- Attendance at parent/guardian, teacher, student conference;
- Attendance at parent education workshops (2-3 Saturdays per year);
- Attendance at virtual/in-person monthly update meetings with school leadership (optional)
- Attendance at school events;
- Participation in fundraising;
- Participation in 20 hours of volunteer service each year (encouraged, but not required);
- Reviewing and signing off on tests/quizzes as assigned by faculty;
- At least one parent/guardian representative will serve on the Making Waves Academy Board of Directors.

Moreover, parents/guardians are given a list of volunteer opportunities throughout the year, from being monitors that support arrival and dismissal to being classroom helpers during field trips and other relevant activities. By actively participating in the school, parents and guardians serve as an example to the students and emphasize the importance of family involvement. At MWA, we see a dramatic difference between students whose parents/guardians are involved and those students who have no family support. Our students benefit from seeing their parents/guardians make that extra effort; it shows that their families value what their children are trying to achieve.

Instructional Materials

The process for adopting curriculum and instructional strategies involves several steps to ensure that the chosen materials and approaches align with State Standards, the Charter School's mission, and the needs of the students. The current situation is assessed to determine the strengths, weaknesses, and areas for improvement based on the needs of the students, assessment results, and mastery of State Standards. The team would conduct research after conducting the needs assessment to determine if the solution or solutions include textbooks, instructional resources, or professional development on instructional strategies. Based on the findings, the team would select a curriculum or instructional strategy that best aligns with the State Standards, cultural relevance to the students, inclusivity to special populations, flexibility, and scalability. When possible, a pilot test would be conducted on a small scale to allow teachers to try out the curriculum or instructional strategies, to gather feedback and to make any adjustments. The Principal and members of the school leadership team then present their proposal to the

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Curriculum Instruction Review Advisory Committee of the MWA Board. This committee then asks questions and discusses the proposal, resulting in a recommendation to the MWA full board for adoption of the newly proposed curriculum. Then, the team would then receive professional development on the curriculum or instructional strategies, which may include workshops, seminars, and ongoing coaching. During implementation, the team will need to monitor progress, gather feedback, and make any adjustments. As with all curriculum and instructional strategies, MWA participates in a process of continuous improvement by evaluating the effectiveness of the curriculum and instructional strategies by reviewing assessment results, teacher observations, and feedback.

The list below highlights the Instructional Materials that MWA is currently using:

Table 1.8: Instructional Materials (Subject to Change)

Core Curriculum Area	Textbooks and instructional materials/year of adoption
English Language Arts	Expository Reading & Writing Course (CSU Expository Reading) Springboard Levels 6th Grade - 12th Grade (College Board) 5th Reading Wonders (Houghton Mifflin) 2017 Thank You For Arguing (Penguin Random House) Princeton Review AP English Literature & Composition Prep, 2022 Fish Tank - Student Workspace 2016/7 (5th Grade)
English Language Development	ELD: English 3D (Houghton Mifflin), Courses A, B, and C (Online workbooks and textbooks/Print Issue Textbooks, 2021)
Mathematics	Calculus – 4th Edition (Pearson) 2014 Carnegie Learning Math AP Statistics & Data Analysis (NGL/Cengage) 2017 Math Expressions (McGraw Hill) 2017 Open Up Math
Science	Open Science Education - Impact Science (5th-8th) HMH Dimensions Biology (Grade 10) HMH Dimensions Chemistry (Grade 11) HMH Dimensions Conceptual Physics (Grade 9) HMH Dimensions Earth & Space (Grade 9) DHO Health Science (NGL / Cengage) 2017 Body Structure Functions (NGL / Cengage) 2017 Medical Terminology for Health-(Cengage)
History-Social Science	Econ Alive! (TCI) 2015 Government Alive! Power, Politics and You (TCI) 2015 The American Democracy 2015 CA The Americans 2013 CA Modern World History (Houghton Mifflin Harcourt) 2011 Social Studies Alive! (TCI) History Alive! The Ancient World (TCI) History Alive! The Medieval World (TCI) History Alive! US Through Industrial Revolution Harrison, American Democracy Now, 2017 American History (Houghton Mifflin Harcourt) 2018 The American Pageant (Cengage)
World Language	Descubre 2022 Level 1 (Vista Learning) Descubre 2022 Level 2 (Vista Learning) Descubre 2022 Level 3 (Vista Learning)

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	Temas 3e (Vista Learning)
Health/Physical Education	Health Framework for CA Public Schools Physical Education Framework for CA Public Schools
Visual and Performing Arts	California Arts Education Framework for CA Public Schools
Career Technical Education	Career Technical Education Framework for CA Public Schools (Grades 7-12)
Social Emotional Learning	Approved by the Collaborative for Academic, Social, Emotional Learning ("CASEL")

Supporting Academically Low-Achieving Students

MWA is designed to respond to and support the needs of students who come to the Charter School achieving below their potential. The school size, community supports, and educational program allows MWA to readily identify and target low-achieving students and provide them with the support they need to succeed. Students, parents/guardians, and teachers regularly check student progress, and the following process is followed.

Assessment

All MWA students participate in and benefit from an academically rigorous and standards-based curriculum. Academically low-achieving students are identified by meeting any of the following criteria performs at least two (2) grades below grade level, does not meet standards on state testing, answers sixty percent (60%) or more incorrectly on school benchmarks or multiple measures assessments, and fails to demonstrate a minimum of one year of academic growth in reading, writing, and/or math during each year. Academically low-achieving students are identified by teachers, who notify parents/guardians and refer the student for interventions.

Interventions

MWA takes a systematic approach to closing the achievement gap by allocating multiple resources to academically low-performing students. MWA teachers will address the needs of academically low-achieving students in the following manner:

Additional Staff Support Time for Students

Classroom teachers are available before and after-school for small groups or individual review sessions. Academically low-achieving students are encouraged to attend these sessions on a weekly basis. In meeting with students, teachers may reteach material, provide additional support for completing assignments, provide additional individualized instruction, and/or offer alternative assessments.

Professional Learning Communities

Teacher Leaders provide coaching support to the grade level to facilitate data protocols to build teacher knowledge on using formative and summative

assessments to inform instruction and to adjust content scope and sequence and pacing guides. During weekly meetings, teachers meet and discuss individual progress of academically low-achieving students. The discussions focus on tracking progress, identifying areas of need, and effective intervention strategies.

Progress Monitoring

MWA is also committed to monitoring the progress of academically low-achieving students as part of prevention and interventions. As part of the MTSS, MWA will utilize RtI and will monitor the progress of each academically low-achieving student through the following processes:

Tier 1 – Foundational Program: a) all teachers instruct to the standards on a daily basis; b) all student work aligns to rigorous standards; and c) all students are able to describe what they are learning and why, reflecting on their learning. Small group instruction and individualized differentiation are used at this level.

As part of the Tier 1 foundation, all students receive interventions in the classroom. Data mined from benchmarks such as the Interim Assessment Blocks (IABs), Renaissance STAR Reading Assessments, NWEA MAP Math assessments, and previous year ELPAC and SBAC assessments are used to determine students' strengths and challenges. During core classes, students will receive individualized instruction and activities to strengthen their progress toward standards mastery. The differentiated instruction and work will allow for all students to access both the curriculum and core content at various academic levels. Student progress will be monitored and adjusted accordingly, based on the level of mastery demonstrated. SPED, ELD, and instructional coaches will push in to core classes to co-teach, offer differentiated support within the classroom, and offer coaching to core day teachers to support optimal Tier 1 instruction.

Tier 2 – Strategic Intervention: Identified students will receive strategic intervention through a small group setting, standard and concept specific lessons are administered. Teachers are able to observe and assess students, both formally and informally, and differentiate as needed. Strategic intervention allows students to practice and develop skills. On-going benchmark and progress monitoring will be used to adjust interventions. Tier 2 groupings are flexible and can be changed, as necessary. The groupings' fluidity allows for students making progress to assess out of this tier, while other students can participate if warranted.

Tier 3 – Intensive Intervention: Identified students will receive targeted support through a combination of pull-out supports, in classroom interventions, and support, and ongoing progress monitoring to assess learning progress by the Supporting Academically High-Achieving Students

MWA identifies students qualifying for GATE, starting in the middle school, and offers additional programming for these students.

Assessment

The students are identified through the Raven's Progressive Matrices (90th-99th Percentile), Renaissance STAR Reading Assessment/Accelerated Reader, SBAC Scores, Renzulli Scales (Survey), Writing Score, and Student Portfolio. This process of identification ensures that students will be identified from varying linguistic, economic, and cultural backgrounds. Study Trips are also part of the GATE program. It is important that the GATE program has a functional Parent Advisory Committee to report and make recommendations to the School Site Council. The administrator and GATE Coordinator will be responsible for keeping parents/guardians abreast of specialized programs and extracurricular activities directly relating to the GATE students. Throughout the school year, evidence of learning is collected and showcased to share the deeper and broader understanding and application of content.

Supporting Socioeconomically Disadvantaged Students

The majority of MWA students are socioeconomically disadvantaged students, therefore, the educational program has been specifically designed to ensure that the MWA mission is fulfilled. The priorities to serve SED students include providing support to succeed even though they may have socioeconomic challenges and prior lack of access to educational opportunities. The goal is to close the achievement gap. All students are provided with a Chromebook and a wi-fi hotspot, if needed, to close the digital divide. Students are provided with technological support for the equipment. Students have opportunities to participate in extracurricular activities like sports, clubs, and organizations that they may not otherwise be able to previously participate in due to lack of transportation, access, and cost. Students attend field trips. MWA provides workshops for families on how to pay for college. Funds are allocated to ensure all students have access to all opportunities.

Supporting the Social Emotional Needs of Students

In addition to a powerful commitment to SEL and the work that the Student Support Services has been doing to support the social emotional needs of students, MWA is dedicated to building a community of learners who respect one another and take responsibility for a path toward their future college or career ambitions. In order to support each student's path, MWA implements positive reinforcement to teach important life skills while allowing students to build community with their peers.

Students will regularly be acknowledged for demonstrating the Charter School's values and making good choices. There are a variety of ways in which students receive positive reinforcement through MWA's strong PBIS program.

Homeless and Foster Youth

MWA recognizes the importance of providing homeless and foster youth with a supportive educational environment. In response to their needs, MWA will work closely with Contra Costa County agencies in identifying and monitoring homeless and foster youth who enroll. MWA will coordinate with the Department of Family and Children's Services to account for the school's foster population. MWA cultivates a respectful school culture, in

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which foster youth can feel secure in approaching adults on campus regarding difficulties in accessing resources, or for general counseling and guidance. Foster youth with specific needs that cannot be met on campus will be referred to local partner resources that are gratis to the student whenever possible. Additionally, these youths will have full access to all programs offered by MWA .

MWA follows the identification, enrollment, and continued support procedures as outlined by the McKinney-Vento Act and detailed in its Homeless and Foster Youth Policy. MWA has a Homeless Liaison who provides outreach to families and coordinates services between the family and other agencies. The Charter School is committed to provide a high-quality education with all supports necessary to ensure that HY have the opportunity to succeed. In order to help HY, the Homeless Liaison will assist in procuring referrals to health, dental, mental health, substance abuse services, housing services, and any other appropriate services. The Homeless Liaison will assist the parents/guardians or the student themselves to enroll the student, obtain necessary immunizations or immunization records. The Homeless Liaison will encourage parents or guardians to be involved in their child's education and ensure that parents and guardians are informed of educational and related opportunities to assist their child to be academically successful.

With reservation funds for homeless education, MWA provides an individual device, internet access, transportation to and from school (bus passes or gas cards), clothing, shoes, laundry supplies, food, toiletries, school supplies, field trips, social emotional counseling, academic support, a mentor, tutoring, and a backpack with school supplies. MWA also provides a quiet space to work for HY. Specifically for high school activities, MWA covers fees for AP classes, exams, caps and gowns, and ensures fee waivers to apply for college or university. In order to ensure that the students have access to the entire high school experience, MWA also covers the cost of admission to games, formal ball, and field trips.

Supporting English Learners

The Charter School will meet all applicable legal requirements for ELs, including long-term English Learners ("LTELs") or ELs at risk of becoming LTELs, as they pertain to annual notification to parents/guardians, student identification, placement, program options, ELD and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to ensure proper placement, evaluation, and communication regarding ELs and the rights of students and parents/guardians.

Cognitively, research shows that students who are proficient in more than one language outperform monolingual students on tasks that call for divergent thinking, pattern recognition, and problem solving. Students are able to continue their development of both languages through grade 12, equipping them with a high level of language proficiency in two or more languages. MWA feels that this model is very appropriate for students because the majority are monolingual native Spanish speakers, and the instruction builds upon their language skills. MWA recruits, trains and retains bilingual

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teachers who share the school’s philosophy and are dedicated to being successful with ELs who comprise the majority of the neighborhood community.

English Language Proficiency Assessment

All students who are identified as ELs will be tested with the ELPAC. The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment (“IA”)

The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.
- Summative Assessment (“SA”)

ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. For ELs within MWA’s grade span, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window is year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window is determined by the CDE. It is expected to be a four-month window after January 1 (for example, February 1–May 31). The English language proficiency of all currently enrolled ELs shall be assessed by administering the test during the annual assessment window.

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The Charter School will notify all parents/guardians of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the ESSA for annual English proficiency testing.

Reclassification Rates

The goal for reclassification is for each EL to make one year of growth toward English proficiency for each year he/she is enrolled in school. MWA has determined that a specific group of students who need special attention are ELs who have been identified as LTELs and who are currently enrolled in middle school or high school, previously attended school for six years or longer, and who have yet to meet the requirements for reclassification.

Moving LTELs to English proficiency is a challenge throughout the state of California. In 2012, California started requiring the number of LTELs to be reported in CALPADS. In 2014, Californians Together, an advocacy organization, determined that 75% of California's ELs had in fact been in school for six or more years and still had not attained the skills they needed to be reclassified as Fluent English Proficient. This is a strong indicator that EL students in higher level classes like English, Algebra, Geometry, Biology and Chemistry may require support to develop a strong academic vocabulary which many LTELs have not mastered. Another issue for LTELs is a lower graduation rate. In California in 2014, the graduate rate for ELs was 65%, compared to 81% for all students.²

Reclassification Procedures

Reclassification procedures utilize multiple criteria in determining whether to classify a pupil as proficient in English including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument including, but not limited to, the ELPAC.
- Participation of the pupil's teachers and any other certificated staff with direct responsibility for teaching or placement decisions of the pupil to evaluate the pupil's curriculum mastery.
- Parental/guardian opinion and consultation, achieved through notice to parents or guardians of the language reclassification and placement including a description of the reclassification process and the parents'/guardians' opportunity to participate, and encouragement of the participation of parents or guardians in the reclassification procedure including seeking their opinion and consultation during the reclassification process.
- Comparison of the pupil's performance in basic skills against an empirically established range of performance in basic skills based upon the performance of English proficient pupils of the same age that demonstrate to others that the pupil is sufficiently proficient in English to participate effectively in a curriculum designed for pupils of the same age whose native language is English. This could include SBAC scores, NWEA MAP assessment data, grade in English and other core classes, and other empirical data.

Strategies for English Learner Instruction and Intervention

² For stalled ELL students, graduation is often an elusive goal. [Education Week](#) 11 May 2016, 35.30:18-23.

Every teacher at MWA will have either a Cross-cultural Language and Academic Development (“CLAD”) or the equivalent SB 395 authorization, or Bilingual Cross-cultural Language and Academic Development (“BCLAD”) credential and will have the ability to provide instruction to the ELs. Every English Learner will receive integrated ELD in content areas taught in English in addition to designated ELD during the week taught by a credentialed teacher utilizing specialized ELD curriculum. All MWA teachers will utilize SDAIE. Teachers will monitor student language acquisition quarterly using ELD digital folders. Multiple mediums such as audio, electronic, visual, and art will be relied upon to present information to ELs, since research shows that children acquire language faster when presented through various models (Clancy, M. & Hruska, B., 2005). Additional instructional strategies that may be used to help support ELs include:

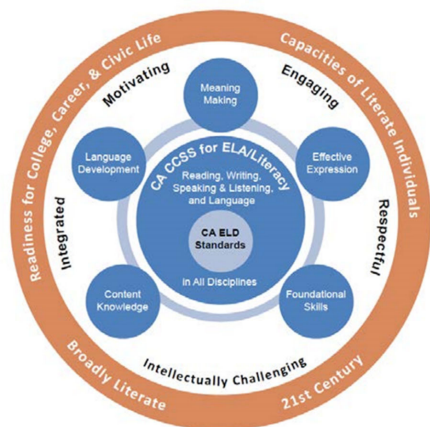
- Frontloading concepts and vocabulary;
- Models, demonstrations, visuals, and realia;
- Repetition and review of concept and vocabulary;
- Choice of resources, tasks, language production options;
- Active participation in various individual and group configurations;
- Print-rich environment;
- Authentic and meaningful tasks, making connections between learning, and real-life experiences;
- Opportunities for reflection and verbalizing thoughts through academic talk;
- Standards-based unit organization;
- Integration of listening, speaking, reading, and writing with content areas;
- Assessment and monitoring of progress toward standards and check for understanding;
- Development of metacognition and goal setting;
- Specially Designed Academic Instruction in English; and
- Explicit instruction in key skills (e.g., preview, scanning, skimming).

ELD/ELA Framework

The Circle of Implementation graphic below illustrates the general picture of ELA/Literacy and ELD instruction. The outer ring shows the overarching goals of California education. According to the California Department of Education, upon graduation from a California public school, students should have:

- Developed the readiness for college, careers, and civic life
- Attained the capacities of literate individuals
- Become broadly literate
- Acquired 21st Century skills for living and learning.

The inside white area describes the context in which instruction occurs. According to the ELA/ELD Framework, effective instruction should be integrated, motivating, engaging, respectful, and intellectually challenging for all students of all grade levels.



The blue circles surrounding the standards are key cross cutting themes of Common Core State Standards’ ELA/literacy and ELD. The standards include the strands of Reading, Writing, Speaking and Listening, and Language. They focus on Meaning Making, Language Development, Effective Expression, Content Knowledge, and Foundational Skills. These themes connect ELA with ELD standards and expectations.

California ELD standards focus on the “why,” or the purpose; the “how,” or the process; and the “what,” or the resources. The purpose of ELD instruction is to teach and ensure students use English purposefully, interact in meaningful ways with others, and to learn the structures of the English language.

Integrated ELD

At MWA, teachers in all core content areas will integrate the ELD components of the core curriculum text and develop language forms and functions while developing core content knowledge. Teachers in ELA will integrate ELD in the ELA Curriculum as described in the CDE’s ELA/ELD Framework. In addition, ELs will also receive designated ELD during a dedicated period daily.

Designated ELD

The designated ELD program at MWA is designed to build skills in each of the language domains. It engages students in reading, writing, listening, speaking, and language. Lessons emphasize effective, research-based strategies shown to improve overall reading abilities with scaffolds to meet the different levels of English language proficiency. Individual, small group, and whole-class instruction is personalized based on formative assessments.

A variety of instructional strategies will be used to increase speaking proficiency to students at the lower levels of English proficiency. Independent reading and rich subject

matter are key components of EL instruction. Targeted instructional activities for English Learners may give additional attention to understanding written material (such as identifying purpose and settings in literature). Students learn to employ their developing English proficiency skills and apply them in all content areas.

In higher levels of ELs, autonomy, relevance, and meaning making takes precedence. EL instruction focuses on expanding cognitive abilities and moves beyond detailed reading instruction. EL students learn about citing of textual evidence to support analysis, and skills to debate through the use of text analysis are introduced. ELs are tasked with analyzing text and information across all core subject areas.

Targeted support for LTELs is provided in order to increase their English proficiency. Where possible, they are grouped together and provided with specific tools to be reclassified. Instruction in close reading of non-fiction text is provided with a focus on fluency and comprehension. Instruction in specific writing tasks including citations and analysis is provided to increase writing skills. The teachers of LTELs monitor students' grades in their grade level English class to assure that they are completing the course at the standard necessary for reclassification. Listening and Speaking skills will be increased through activities such as paideia seminars, speeches, presentations, and debates.

30.2% of students at MWA are ELs. MWA is responsive to the needs of English Learners in all classrooms and grade levels through differentiating instruction, targeted instructional strategies, ongoing monitoring and providing additional support when necessary.

Monitoring and Evaluation of EL Program Effectiveness

The Charter School evaluates the effectiveness of its education program for ELs by:

- Adhering to Charter School-adopted academic benchmarks by language proficiency level and years in program to determine annual progress.
- Monitoring teacher qualifications.
- Monitoring the use of appropriate instructional strategies based on student achievement data.
- Monitoring student identification and placement.
- Monitoring parent/guardian program choice options.
- Monitoring availability of adequate resources.

Monitoring English Learner Progress

The teachers will monitor ELs progress through digital ELD folders and collect work samples to measure progress regarding comprehension, fluency, vocabulary, pronunciation, and grammar usage four times a year. Teachers provide quarterly progress reports to parents/guardians on the student growth in English Proficiency. Staff will monitor RFEP students for a minimum of four years. The Principal will maintain a list of students who are identified as ELs with ELPAC, CAASPP, enrollment in public schools in the United States, and reclassification data. MWA also maintains data regarding grade progression, benchmark scores, and promotion to next grade with standard mastery.

Each EL has a digital ELD Folder to track academic progress. MWA will maintain ELD information including Home Language Survey, ELPAC results, Reclassification Forms, and Years 1-4 monitoring forms. MWA will provide intervention to students who score Standard Not Met or Standard Nearly Met in ELA and math on the CAASPP.

Supporting Students with Disabilities

MWA supports all students with disabilities (See Appendix 13 SEIS Report of Students and Services Provided). MWA will provide designated services to SWD based on their IEP through an onsite staff member who holds the appropriate credential or by a qualified outsourced educational service provider. Students are offered a continuum of services in the least restrictive environment based on that student's progress toward meeting their IEP goals. As a student enters MWA, a 30-day IEP is held to define the present levels of functioning and services to be provided. Special attention is given to transition plans as part of the student's IEP. As students transition to high school and college or career, the MWA staff works directly with the student and their family to develop transition plans and goals. Progress toward English language proficiency for SWD and who are also ELs are monitored by the IEP team. The IEP team may determine if reclassification is appropriate for the students following a review of reclassification criteria and the student's progress toward IEP goals. Students with disabilities will receive instruction or monitoring based on that student's IEP goals.

Overview

The Charter School shall comply with all applicable state and federal laws in serving SWD, including, but not limited to, Section 504, the ADA, and the IDEA.

The Charter School shall be its own local educational agency ("LEA") and is a member of the El Dorado County Charter ("EDCOE") Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a).

The Charter School has included a letter of good standing from EDCOE (See Appendix 14 EDCOE SELPA Letter of Good Standing). As an LEA member of the SELPA, the Charter School shall receive state and federal revenues directly, in accordance with the SELPA's allocation plan.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may seek resources and services (e.g., Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors (See Appendix 15 Special Education Service Provider Contracts).

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all SWD.

Section 504 of the Rehabilitation Act

The Charter School recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of the Charter School. A student who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504.

A Section 504 team will be assembled by the Principal or designees and shall include the parent/guardian, the student (where appropriate) and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, and accommodations. The Section 504 team will review the student's existing records; including academic, social, and behavioral records, and is responsible for making a determination as to whether an evaluation for Section 504 services is appropriate.

If the student has already been evaluated under the IDEA but found ineligible for special education instruction or related services under the IDEA, those evaluations may be used to help determine eligibility under Section 504. The student evaluation shall be carried out by the Section 504 team, which will evaluate the nature of the student's disability and the impact upon the student's education. This evaluation will include consideration of any behaviors that interfere with regular participation in the educational program and/or activities. The Section 504 team may also consider the following information in its evaluation:

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student will or will not be identified as a person with a disability is made by the Section 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them. If during the evaluation, the Section 504 team obtains information indicating possible eligibility of the student for special education per the IDEA, a referral for assessment under the IDEA will be made by the Section 504 team.

If the student is found by the Section 504 team to have a disability under Section 504, the Section 504 team shall be responsible for determining what, if any, accommodations or services are needed to ensure that the student receives a free and appropriate public education ("FAPE"). In developing the Section 504 Plan, the Section 504 team shall consider all relevant information utilized during the evaluation of the student, drawing upon a variety of sources, including, but not limited to, assessments conducted by the Charter School's professional staff.

The Section 504 Plan shall describe the Section 504 disability and any program accommodations, modifications or services that may be necessary.

All Section 504 team participants, parents, guardians, teachers, and any other participants in the student's education, including substitutes and tutors, must have a copy of each student's Section 504 Plan. The Principal or designee will ensure that teachers include Section 504 Plans with lesson plans for short-term substitutes and that he/she review the Section 504 Plan with a long-term substitute. A copy of the Section 504 Plan shall be maintained in the student's file. Each student's Section 504 Plan will be reviewed at least once per year to determine the appropriateness of the Plan, needed modifications to the plan, and continued eligibility.

Services for Students under the "IDEA"

The following description regarding how special education and related services shall be provided and funded is being proposed by the Charter School for the sole purpose of providing a reasonably comprehensive description of the special education program in the Charter Petition and is not binding on the District. The specific manner in which special education and related services shall be provided and funded shall be set forth in an agreement, delineating the respective responsibilities of the Charter School and the SELPA.

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School shall provide services for special education students enrolled in the Charter School. The Charter School shall follow SELPA policies and procedures and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent/guardian complaints and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all SELPA or District inquiries, to comply with reasonable directives from the SELPA or the District, and to allow the SELPA or the District access to Charter School students, staff, facilities, equipment and records as required or imposed by law.

Staffing

All special education services at the Charter School shall be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in District or SELPA in-service training relating to special education.

The Charter School shall be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School shall adopt and implement policies relating to all special education issues and referrals.

Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School shall implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the general education program have been considered, and where appropriate, utilized.

The Charter School shall follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School shall determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

IEP Meetings

The Charter School shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the Principal and/or the Charter School designated representative with appropriate

administrative authority as required by the IDEA; the student's special education teacher; the student's general education teacher if the student is or may be in a general education classroom; the student, if appropriate; the student's parent/guardian; and other Charter School representatives who are knowledgeable about the general education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental/guardian rights.

IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services, and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents/guardians with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for the Charter School's non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent/guardian, for a period not to exceed thirty (30) days, by which time the Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent/guardian and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents/guardians, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

Non-discrimination

It is understood and agreed that all children shall have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of their disability or due to the student's request for, or actual need for, special education services.

Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parent/guardian concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in the Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

Funding

The Charter School understands that it shall be subject to the allocation plan of the SELPA.

Professional Development

MWA recruits teachers and administrators who have experience serving urban youth. For more information on our staff qualifications and recruiting, see Element E of this charter.

MWA focuses on ongoing professional development to better prepare teachers to meet

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the challenging needs of underserved urban youth. We budget substantially for our teachers' professional development before the opening of each school year. MWA staff participates in a week-long professional development series of training and collaborations so that they are more familiar with the curriculum, school philosophy, and culture. Staff is trained to handle emergencies requiring CPR or the use of an AED machine. . In addition to this critical training, staff has time for reflection and development by department, by division, by grade level and as a whole faculty learning community. Moreover, every Wednesday, staff participates in a two hour professional development module.

Comprehensive professional development is imperative to the success of our teachers in effectively teaching students. MWA has developed a strong professional development plan to support and address the needs of teachers to ensure that the highest quality instruction and support is offered to the students. The primary areas of focus for professional development include understanding the mission and vision of the Charter School, adhering to the Instructional Playbook (contains 10 core instructional strategies, both academic and classroom management-related) implementing best practices to support college and career readiness, school safety, standards-based curriculum and differentiated instruction, supporting all students including EL, SED, SWD, interventions, SEL, data analysis, family partnerships and participating in shared decision making including contributing to key critical planning documents LCAP, WASC, etc.).

The following topics below will be covered in PD sessions during the charter term, including but not limited to academics and governance:

Table 1.7: Professional Development Sessions (Subject to Change)

Category	Examples
MWA	School Mission/Vision Core Values Culturally Responsive Instruction Personnel Handbook Teacher Evaluation Student Information System
New Teacher	School Mission/Vision Clear Learning Objectives Instructional Strategies Curriculum and Lesson Design Developmental Pacing Guides
Pedagogical	Standards-based instruction Student efficacy and agency through effort and practice Data-informed decision making and data analysis ELD Standards
Student Support	Developing Community and Families as Partners Classroom Management Student Engagement/Motivation/Achievement Positive Behavior Interventions and Supports Designated and Integrated ELD High Achieving GATE Students and Strategies Effective Use and Integration of Technology

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	School Climate and Culture Social Emotional Learning and Curriculum Effective Instructional Practices College and Career Readiness Differentiated Instruction Perspectives of Diversity, Equity, and Inclusion Multi-Tiered System of Supports and Response to Intervention Student Success Team Process Special Education: Legal Timelines, SELPA policies, Instructional Strategies for working with SWD
Standards	ELD/ELA Framework Fidelity to the Curriculum Alignment to State Standards and Frameworks
Assessments	State: CAASPP, CAST, CAA, ELPAC, etc. High School: AP, PSAT, SAT NWEA MAP Math Renaissance STAR Reading
Data	Using Data to Inform Instruction Analyzing Data to Determine Students' Needs
Safety	Mandated Trainings Mandated Reporter and Sexual Harassment training Comprehensive School Safety Plan Health and Safety Policies and Procedures School Operations, Policies and Protocols

Middle School Academic Program

The middle school division forms foundational habits, skills, and expectations before students matriculate on to the upper school division. In middle school, students can begin to establish a strong foundation of academic skills and habits, appropriate social-emotional decision-making and self-regulation skills, and practice at being a contributing and supportive community member. In middle school, seeds are planted that enable our Wave-Makers to begin crafting the frameworks for the dreams they have for themselves and/or their community.

Middle School Promotion

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

Middle School Grading Scale

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

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

Middle School Retention Policy

At MWA we want our students to meet (and exceed) academic and social emotional expectations. MWA provides services that promote social-emotional development and awareness in addition to various academic support systems.

To be promoted to the next grade level, a student *must* have *cumulative* passing grades (equivalent to a "C" or better) in science, mathematics, social studies, **and** English Language Arts. A student shall progress through the grade levels by demonstrating growth in learning and by meeting and/or exceeding the grade-level academic and behavioral expectations as established by MWA.

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Should a student receive below a cumulative "C" average, parents/guardians will be advised by the administration that the student will be recommended for retention in their current grade level. In addition to these standards, attendance, test scores, teacher recommendations, and other pertinent data will be used to determine the possibility of retention. Students that are at risk for possible retention in their current grade level will be identified as early in the school year, and as early in their school careers, as practicable. To note, parents/guardians are currently notified mid-semester of their child's academic performance via progress reports and semester report cards. In addition, parents/guardians have access to their child's grades via the online PowerSchool Public Portal. Should the student be recommended for retention, the student may lose opportunities to participate in school-wide extracurricular events (e.g., field trips, campus celebrations, casual dress, etc.).

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

6. Charter School Goals and Actions to Achieve the Eight State Priorities

Please see the section "Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities" in Element B of this Charter for a reasonably comprehensive description of MWA's annual goals to be achieved in the State Priorities, school-wide and for all pupil

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subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(c)(5)(A)(ii).

7. Description Requirements for Charter Schools Serving High School Students

Upper School Academic Program

The aim of the MWA upper school is to effectively prepare students to gain acceptance to and graduate from college and to pursue a variety of post-secondary education and career pathway options. The courses offered and required of MWA students are aligned with the “A-G” admissions criteria for the University of California (UC) and California State University (CSU) systems. These criteria are some of the highest high school standards in the country. Students successfully passing these courses with high enough grades have proven to be competitive for admission to top public and private universities around the country. At their core, students will be required to attain and develop strong writing skills, critical reading and thinking skills, and strong mathematical, computational and problem-solving skills. A variety of core subjects are offered in 9th and 10th grades. In the 11th and 12th grades, Advanced Placement (AP) courses and other science, math, and art electives are available. In addition, Career Technical Education (CTE) courses are also available, linking specific courses to education and specific career pathways. Students scoring a 3, 4, or 5 (on the 5-point scale) on an AP exam may earn college credit in that subject.

Upper School Grading Scale

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

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

Upper School Grade Point Scale

Letter Grade	A+	A	A-	B+	B	B-	C+	C	D	F
Grade Points (MWA)	NA	4.0	3.7	3.3	3.0	2.7	2.3	2.0	-	0.0
Advanced Placement (AP) & Honors Points (MWA)	-	5.0	4.7	4.3	4.0	3.7	3.3	3.0	-	0.0

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Grade Points (UC)	-	4.0	-	-	3.0	-	-	2.0	1.0	0.0
Advanced Placement (AP) & Honors Points (UC)	1.0 additional grade point will be added for each semester in which a 'C' or better is earned.									

Upper School Graduation

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

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

* The CA Dept. of Education requires 3 years of History and 2 years of Physical Education.
 ** Science requirement includes one Life Science and one Physical Science course.
 *** “G” requirement satisfied by a 3rd year of History (“A”).

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Grade	Math	English	Science	History / Social Sci	Language	Health & Wellne ss	Art	Electiv es & Suppor t
9th	Algebra I Geometry	English I	Earth & Space Scienc e CTE: Intro to Health Scienc e	Ethnic Studies	Spanis h I Spanis h II	Health & Wellne ss I	Funda men. of Art	RSP Support Music Theater
10th	Geometry	English II	Biology CTE: Intro to Health Scienc e CTE: Medical Termin ology	World History	Spanis h II Spanis h III	Health & Wellne ss I Health & Wellne ss II	Funda men. of Art Advanc ed Art	RSP Support Music Theater
11th	Algebra II Pre-Calculus AP Statistics	English III AP English Language & Composi tion	Biology Chemis try CTE: Medical Termin ology	U.S. History AP U.S. History	Spanis h III	Health & Wellne ss II	Funda men. of Art Advanc ed Art Ceram ics	RSP Support Music Theater
12th	Algebra II Pre-Calculus	CSU Exposit ory Readin g &	Biology Chemis try	U.S. Gov't / Econ AP	Spanis h III AP Spanis h	Health & Wellne ss II	Funda men. of Art Advanc ed Art	RSP Support Music

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	AP Statistics	Writing	CTE: Medical Terminology	U.S. Gov't	Foreign Language		Visual Art	Theater
	AP Calculus A/B	AP English Language & Composition					Ceramics	

Upper School Grade Level Promotion

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

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

* Must pass grade-level English course.

Upper School Courses Offered By Grade Level

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

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9th Grade	10th Grade	11th Grade	12th Grade
English Math Science Language Ethnic Studies Health & Wellness	English Math Science Language History Art	English Math Science Language History Art / Elective	English Math Science History Art / Elective Health & Wellness

Accreditation

MWA is fully accredited by the Accrediting Commission for Schools (ACS), Western Association of Schools and Colleges (WASC). MWA was granted a full, six -year accreditation with a Mid-Year Cycle Review through June 30, 2026. The Mid-Cycle Review was successfully completed in the 2022-23 school year. The ACS WASC accreditation, coupled with the UC-approved courses ensure that MWA courses are transferable to other public high schools and meet college entrance requirements.

Transferability of Courses

Parents and guardians will be notified through the Student-Parent/Guardian Handbook regarding the transferability of MWA’s high school courses to other public high schools and the eligibility of courses to meet college entrance requirements. As MWA’s courses are accredited by ACS WASC, they may be considered transferable to other public high schools. Further, MWA’s courses are UC-approved “A-G” courses and may be considered to meet college entrance requirements. Finally, MWA’s high school graduation requirements are aligned with the UC/CSU “A-G” *required* courses (e.g., 3 years of math, 2 years of science, etc.)

College and Career Readiness

MWA’s upper school further develops key academic and social-emotional skills on the path to college-readiness, gaining admission to college, and graduating from college. MWA also embraces and supports students pursuing a variety of post-secondary pathways that align with the dreams they have for themselves. Examples of additional pathways include community college, vocational and certificate training, early career, and military service.

The upper school practices four key elements towards meeting MWA’s expectation of 100% college-readiness goal:

1. **Prepare students to compete, succeed in, and graduate from college.**
MWA wants its students to graduate with the demonstrated ability, confidence, habits, and skills necessary to gain admission to and succeed in four-year colleges and universities and graduate from them.

2. Prepare, expose, and link our students to potential career pathways and opportunities.

MWA seeks to make post-secondary and higher education relevant for Wave-Makers by helping them identify their passions and interests as early as possible and linking those passions and interests to a potential career. This approach recognizes that students may need multiple pathways to succeed in college and that their studies are relevant to their aspirations.

3. Help students develop self-awareness and advocacy skills that contribute to our Wave-Makers being good citizens.

MWA provides opportunities for students to practice becoming conscientious and responsible people who will positively contribute to their communities.

4. Assist students and parents and guardians to complete paperwork necessary for college.

Four year college bound students are supported with the completion of their applications, and two year college bound students are supported with the completion of the enrollment process at a community college. College advising occurs during school hours and in additional sessions held after school, evenings and weekends during their junior year. Students receive assistance in writing their college essays with the help of teachers, staff, and counselors at MWA. Financial aid and financial award workshops are provided to students and parents/guardians in one-on-one formats to assist them in completing Free Application for Federal Student Aid ("FAFSA") forms. Students are also provided with support and information about scholarships which pertain to them. Charter School staff work closely with college counselors throughout the region to access resources targeted at college-going students including first generation and/or DREAM Act-qualifying students.

ELEMENT B: MEASURABLE STUDENT OUTCOMES

Governing Law: *The measurable pupil outcomes identified for use by the charter school "Pupil outcomes," for purposes of this part, means the extent to which all pupils of the charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter school's educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both school-wide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the State priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school. - Education Code Section 47605(c)(5)(B).*

A. Measurable Student Outcomes

Making Waves Academy is committed to ensuring that each student meets grade level objectives and subject matter competencies. One of our foundational beliefs is that all

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students can achieve mastery of the State Standards. Whether students are low achieving, high achieving, special education, or require English language development, their progress toward expected outcomes depends on a continual monitoring of individual student growth.

Our specific, measurable student outcomes include:

- That all students achieve academic “meet” or “exceed” the standard in the core subjects of math, English/language arts, science and history/social science. “Proficiency” will be defined as mastery of the State Standards for grades 5 through 12, as indicated by the state-mandated and school standards-aligned assessments. By the time they complete the 12th grade, MWA students are academically prepared to enter the college or university of their choice.
- That our English Learner students make substantial progress toward fluency in English (e.g., one EL level each year).
- That our special education students will achieve or make progress toward the learning goals as outlined on their Individualized Education Plans.
- That all students participate and obtain enrichment skills in such areas as the arts, technology, physical education, a second language and journalism.
- That all students become “community builders” by participating in community service, developing social responsibility, building leadership skills and acquiring skills to work cooperatively. MWA students will come to see their role as responsible citizens and ethical agents of change. (See core values in Elements A and C.)
- That all students develop social and emotional skills such as conflict resolution, decision-making, working independently and collaboratively, oral and written communication skills, personal integrity, ethics, and a strong sense of identity.
- That all students develop critical thinking and creativity skills that will enable them to analyze and problem-solve both within and outside the classroom.
- That all students will become competent, self-motivated, life-long learners, including intrinsic interest in learning and enthusiasm for exploring personal academic interests.

B. Accountability Systems

MWA, like other non-charter public schools, is subject to the tenants and consequences of the state and federal accountability systems, which are currently under development. MWA participates in the State of California’s standardized testing program in order to closely chart and document student performance and assessment. Teachers and school administrators review the results as part of their overall assessment data analysis and will use this information to improve our instruction. This analysis includes examining our numerically significant subgroups to determine where we need to concentrate our efforts so that all students achieve the State standards. We modify teaching techniques and explore professional development opportunities to support these subgroups in a better and more targeted way.

C. Charter School Goals, Actions, and Measurable Outcomes to Achieve the Eight State Priorities

In accordance with, and using the procedures prescribed by, Education Code Section

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47606.5, MWA shall comply with all applicable requirements of the LCAP including any applicable regulations promulgated, and the template adopted, by the State Board of Education. The Charter School reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. MWA shall submit the LCAP to the District and the Santa Clara County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

The LCAP and any revisions necessary to implement the LCAP, including goals and actions listed below, shall not be considered a material revision to the charter, and shall be maintained by MWA at the school site.

Because each state priority has multiple parts, in order to align with the goals and annual actions to these multiple parts of each state priority, MWA Charter School has separated out the state priorities into “subpriorities.”

Charter School Goals, Actions and Measurable Outcomes that Align With the Eight State Priorities

State Priority #1— Basic Services

The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))

Subpriority A – Teachers

Goal to Achieve Subpriority	100% of teachers will be appropriately placed according to credential and expertise.
Actions to Achieve Goal	An annual review of all credentials will be conducted.
Measurable Outcome	100% of teachers will be appropriately credentialed and assigned.
Goal and Outcomes for Latinx Students	100% of teachers will be appropriately credentialed and assigned.
Goal and Outcomes for African American Students	100% of teachers will be appropriately credentialed and assigned.
Goal and Outcomes for English Learners	100% of teachers will be appropriately credentialed and assigned.
Goal and Outcomes for Students with Disabilities	100% of teachers will be appropriately credentialed and assigned.
Goal and Outcomes for Socioeconomically Disadvantaged Students	100% of teachers will be appropriately credentialed and assigned.

Methods of Measurement Review credentials on the Commission on Teacher Credentialing website.

Subpriority B – Instructional Materials

Goal to Achieve Subpriority	All students will have equal access to standards-aligned instructional materials.
Actions to Achieve Goal	Core content curriculum will be standards-aligned and provided to all students.
Measurable Outcome	100% of all students will have standards-aligned instructional materials in all core classes.
Goal and Outcomes for Latinx Students	100% of all students will have standards-aligned instructional materials in all core classes.
Goal and Outcomes for African American Students	100% of all students will have standards-aligned instructional materials in all core classes.
Goal and Outcomes for English Learners	100% of all students will have standards-aligned instructional materials in all core classes.
Goal and Outcomes for Students with Disabilities	100% of all students will have standards-aligned instructional materials in all core classes.
Goal and Outcomes for Socioeconomically Disadvantaged Students	100% of all students will have standards-aligned instructional materials in all core classes.

Methods of Measurement Inventory of curricular and instructional materials

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	Verification standards-aligned instructional materials for grade and content.
Subpriority C – Facilities	
Goal to Achieve Subpriority	School facilities will be well-kept and well-maintained.
Actions to Achieve Goal	School facilities are maintained and repaired with janitorial services and immediate response for maintenance concerns.
Measurable Outcome	Maintenance requests will be addressed within 24 hours of its receipt by the administration. Classrooms will be cleaned five days a week. Bathrooms will be cleaned five days a week.
Goal and Outcomes for Latinx Students	School facilities will be well-kept and well-maintained.
Goal and Outcomes for African American Students	School facilities will be well-kept and well-maintained.
Goal and Outcomes for English Learners	School facilities will be well-kept and well-maintained.
Goal and Outcomes for Students with Disabilities	School facilities will be well-kept and well-maintained.
Goal and Outcomes for Socioeconomically Disadvantaged Students	School facilities will be well-kept and well-maintained.
Methods of Measurement	Maintenance request logs Visual observations of classrooms Cleaning schedules Facilities Inspection Tool (“FIT”)

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State Priority #2— Implementation of State Standards	
<i>Implementation of State Standards (including CCSS and ELD), including how EL students will be enabled to gain academic content knowledge and English language proficiency</i>	
Subpriority A – State Standard Implementation	
Goal to Achieve Subpriority	100% of students will be taught by appropriately credentialed teachers and with State Standards-aligned materials.
Actions to Achieve Goal	Instructional materials will be reviewed to ensure State Standard alignment. Teacher credentials will be verified.
Measurable Outcome	100% of students will have State Standards-aligned materials and will be taught by appropriately credentialed teachers.
Goal and Outcomes for Latinx Students	100% of students will have State Standard-aligned materials and will be taught by appropriately credentialed teachers.
Goal and Outcomes for African American Students	100% of students will have State Standard-aligned materials and will be taught by appropriately credentialed teachers.
Goal and Outcomes for English Learners	100% of students will have State Standards-aligned materials and will be taught by appropriately credentialed teachers.
Goal and Outcomes for Students with Disabilities	100% of students will have State Standards-aligned materials and will be taught by appropriately credentialed teachers.
Goal and Outcomes for Socioeconomically Disadvantaged Students	100% of students will have State Standards-aligned materials and will be taught by appropriately credentialed teachers.
Methods of Measurement	Annual Audit of Employee Credentials Instructional Materials Inventory Pacing plans Review credentials on the Commission on Teacher Credentialing website.
Subpriority B – EL Students & Academic Content Knowledge	
Goal to Achieve Subpriority	EL students will receive designated ELD instruction in ELD class and integrated ELD instruction in core content areas to assist in language acquisition and access to academic content knowledge, taught by an appropriately credentialed teacher.
Actions to Achieve Goal	Students identified by Home Language Survey will be given the ELPAC within the first 30 days of school. EL students learn age-appropriate content knowledge that reflects the content learning in the mainstream. EL students will read authentic texts, not simplified or contrived text. EL students will learn to use the language in context in addition to the mechanics, which can accelerate second language acquisition: essay writing, oral presentations, science experiments. EL students will learn technical and academic vocabulary. Classroom teacher will assign the core/essential concepts related to the specific content for the EL teacher to teach to the EL student.

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<p>Measurable Outcome</p>	<p>All EL students will receive designated ELD instruction daily in ELA/ELD class and integrated ELD instruction in core content areas daily. There will be an increase of at least 1% of students will advance by at least one EL level yearly. In 2025-26, scores will increase by 1% of the scores of 2024-25. In 2026-27, scores will increase by 1% over the 2025-26 scores. In 2027-28, scores will increase by 1% over the scores of 2026-27. In 2028-29, scores will increase by 1% over the scores of 2027-28. In 2029-30, scores will increase by 1% over the scores of 2028-29. Scores will increase 5% between 2025-26 and 2029-30. Long term EL students will advance at the same rate as classified EL students. 100% of students will return the Home Language Survey.</p>
<p>Goal and Outcomes for Latinx Students</p>	<p>All EL students will receive designated ELD instruction daily in ELA/ELD class and integrated ELD instruction in core content areas daily. 66% of EL students will advance by at least one EL level yearly. Long term EL students will advance at the same rate as newly classified EL students. 100% of students will return the Home Language Survey.</p>
<p>Goal and Outcomes for African American Students</p>	<p>All EL students will receive designated ELD instruction daily in ELA/ELD class and integrated ELD instruction in core content areas daily. 66% of EL students will advance by at least one EL level yearly. Long term EL students will advance at the same rate as newly classified EL students. 100% of students will return the Home Language Survey.</p>
<p>Goal and Outcomes for English Learners</p>	<p>All EL students will receive designated ELD instruction daily in ELA/ELD class and integrated ELD instruction in core content areas daily. 66% of EL students will advance by at least one EL level yearly. Long term EL students will advance at the same rate as newly classified EL students. 100% of students will return the Home Language Survey.</p>
<p>Goal and Outcomes for Students with Disabilities</p>	<p>All EL students will receive designated ELD instruction daily in ELA/ELD class and integrated ELD instruction in core content areas daily. 66% of EL students will advance by at least one EL level yearly. Long term EL students will advance at the same rate as newly classified EL students. 100% of students will return the Home Language Survey.</p>

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Goal and Outcomes for Socioeconomically Disadvantaged Students	All EL students will receive designated ELD instruction daily in ELA/ELD class and integrated ELD instruction in core content areas daily. 66% of EL students will advance by at least one EL level yearly. Long term EL students will advance at the same rate as newly classified EL students. 100% of students will return the Home Language Survey.
Methods of Measurement	Lesson Plans SIOP and EL Folders Classroom Observation EL Level Roster Roster of returned Home Language Surveys
Subpriority C – EL Students & English Language Proficiency	
Goal to Achieve Subpriority	Support will be provided to all EL students to gain proficiency in the English language.
Actions to Achieve Goal	Students initially identified by the Home Language Survey will be given the ELPAC Initial within the first 30 days of school. Students identified through CALPADS will be given the ELPAC Summative annually. Teachers of EL students will have a language objective for each lesson posted. Instructional strategies using Specially Designed Academic Instruction in English (“SDAIE”) will be used during content area lessons daily. EL progress will be monitored. Professional development will be provided to teachers on ELD best practices.
Measurable Outcome	100% of teachers will be trained on ELD best practices. All identified students will be given the ELPAC within the first 30 days of school. 100% of teachers will use SDAIE during content area lessons daily.
Goal and Outcomes for Latinx Students	100% of teachers will be trained on ELD best practices. All identified students will be given the ELPAC within the first 30 days of school. 100% of teachers will use SDAIE during content area lessons daily.
Goal and Outcomes for African American Students	100% of teachers will be trained on ELD best practices. All identified students will be given the ELPAC within the first 30 days of school. 100% of teachers will use SDAIE during content area lessons daily.
Goal and Outcomes for English Learners	100% of teachers will be trained on ELD best practices. All identified students will be given the ELPAC within the first 30 days of school. 100% of teachers will use SDAIE during content area lessons daily.

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Goal and Outcomes for Students with Disabilities	<p>100% of teachers will be trained on ELD best practices. All identified students will be given the ELPAC within the first 30 days of school. 100% of teachers will use SDAIE during content area lessons daily. All EL students with an IEP will have a Language-based goal.</p>
Goal and Outcomes for Socioeconomically Disadvantaged Students	<p>100% of teachers will be trained on ELD best practices. All identified students will be given the ELPAC within the first 30 days of school. 100% of teachers will use SDAIE during content area lessons daily.</p>
Methods of Measurement	<p>Professional Development sign-in sheets ELPAC testing roster/reports SIOP and EL Folders Teacher observations</p>
State Priority #3— Parental Involvement	
<i>Parental involvement and family engagement, including efforts the Charter School makes to seek parent input for making decisions for the Charter School, and including how the Charter School will promote parent participation in programs for unduplicated pupils and pupils with exceptional needs.</i>	
Subpriority A – Achieving/Maintaining Parental Involvement	
Goal to Achieve Subpriority	The Charter School will create an inclusive environment by including families in activities and communications.
Actions to Achieve Goal	<p>The Charter School will provide opportunities for regular meetings that will allow parents/guardians to be partners in their child’s education through Advisor Family Conferences. Families will be encouraged to volunteer at the Charter School, by attending school events and activities, or by supporting students at home.</p> <p>The Charter School will seek input for the development of the LCAP through annual survey and LCAP Advisory Group meetings.</p> <p>The Charter School will utilize the School Site Council to advise the board of directors on the LCAP and the use of restricted funds.</p> <p>The Charter School will utilize English Learner Advisory Council to advise the SSC, the Charter School, and the board of directors on the programs and resources for English Learners.</p>
Measurable Outcome	The goal for family involvement is at least 70% and includes the percentage of families who volunteer, attend scheduled meetings, school sponsored family events, and/or workshops, and/or help students at home. Parent/guardian involvement will increase by 2% each year of the charter until a total of 80% of parent/guardian involvement is reached.

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Goal and Outcomes for Latinx Students	The goal for family involvement is at least 70% and includes the percentage of families who volunteer, attend scheduled meetings, school sponsored family events, and/or workshops, and/or help students at home. Parent/guardian involvement will increase by 2% each year of the charter until a total of 80% of parent/guardian involvement is reached.
Goal and Outcomes for African American Students	The goal for family involvement is at least 70% and includes the percentage of families who volunteer, attend scheduled meetings, school sponsored family events, and/or workshops, and/or help students at home. Parent/guardian involvement will increase by 2% each year of the charter until a total of 80% of parent/guardian involvement is reached.
Goal and Outcomes for English Learners	The goal for family involvement is at least 70% and includes the percentage of families who volunteer, attend scheduled meetings, school sponsored family events, and/or workshops, and/or help students at home. Parent/guardian involvement will increase by 2% each year of the charter until a total of 80% of parent/guardian involvement is reached.
Goal and Outcomes for Students with Disabilities	The goal for family involvement is at least 70% and includes the percentage of families who volunteer, attend scheduled meetings, school sponsored family events, and/or workshops, and/or help students at home. Parent/guardian involvement will increase by 2% each year of the charter until a total of 80% of parent/guardian involvement is reached..
Goal and Outcomes for Socioeconomically Disadvantaged Students	The goal for family involvement is at least 70% and includes the percentage of families who volunteer, attend scheduled meetings, school sponsored family events, and/or workshops, and/or help students at home. Parent/guardian involvement will increase by 2% each year of the charter until a total of 80% of parent/guardian involvement is reached.
Methods of Measurement	Parent/Guardian workshop sign-in sheets Parent/Guardian Teacher Conference sign-in sheets Calendar Flyers for school events Verification of Volunteer Hours SSC, ELAC, LCAP Advisory Group Agendas, Sign-In Sheets, and Minutes
Subpriority B – Promoting Parent Participation	
Goal to Achieve Subpriority	At least 80% of families will be involved in activities supported by or sponsored by the Charter School.
Actions to Achieve Goal	The Charter School will provide constant and consistent communication with families through ongoing newsletters, emails, and phone calls (Communication Application). The Charter School will encourage volunteer opportunities and will post the information on the Charter School's website. Assistant Principals and Operations Staff will conduct outreach and follow-up to promote family participation.

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Measurable Outcome	Information regarding school activities will be sent out weekly via email. The Charter School will send out ongoing newsletter via email.
Goal and Outcomes for Latinx Students	At least 80% of parents/guardians will be involved in activities supported by or sponsored by the Charter School.
Goal and Outcomes for African American Students	At least 80% of parents/guardians will be involved in activities supported by or sponsored by the Charter School.
Goal and Outcomes for English Learners	At least 80% of parents/guardians will be involved in activities supported by or sponsored by the Charter School.
Goal and Outcomes for Students with Disabilities	At least 80% of parents/guardians will be involved in activities supported by or sponsored by the Charter School.
Goal and Outcomes for Socioeconomically Disadvantaged Students	At least 80% of parents/guardians will be involved in activities supported by or sponsored by the Charter School.
Methods of Measurement	Sent email report Copy of weekly monthly school newsletter Website log
Subpriority C – Promoting Parent Participation for Unduplicated Students and Students with Exceptional Needs	
Goal to Achieve Subpriority	At least 80% of parents/guardians will be involved in activities supported by or sponsored by the Charter School.
Actions to Achieve Goal	The Charter School will provide constant and consistent communication with families through ongoing newsletters, emails, and phone calls in English and Spanish. The Charter School will provide accommodations to parents/guardians with disabilities, as necessary. The Charter School will hold parent meetings with parents/guardians of students with exceptional needs prior to starting school, during IEP meetings, and as necessary to provide support. The Charter School will encourage volunteer opportunities and will post the information on the Charter School’s website. Translators available to make phone calls and attend conferences and meetings with parents/guardians.
Measurable Outcome	Information regarding school activities will be sent out weekly via email in English and Spanish, other languages will be added, as necessary. The Charter School will send out ongoing newsletter via email in English and Spanish, other languages will be added, as necessary.
Goal and Outcomes for Latinx Students	At least 80% of parents/guardians will be involved in activities supported by or sponsored by the Charter School.
Goal and Outcomes for African American Students	At least 80% of parents/guardians will be involved in activities supported by or sponsored by the Charter School.
Goal and Outcomes for English Learners	At least 80% of parents/guardians will be involved in activities supported by or sponsored by the Charter School.
Goal and Outcomes for Students with Disabilities	At least 80% of parents/guardians will be involved in activities supported by or sponsored by the Charter School.

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Goal and Outcomes for Socioeconomically Disadvantaged Students	At least 80% of parents/guardians will be involved in activities supported by or sponsored by the Charter School.
Methods of Measurement	Sent email report Parent/Guardian Workshop sign-in sheets Copy of monthly school newsletter Website Log
State Priority #4— Student Achievement <i>Pupil achievement, as measured by all of the following, as applicable:</i> <ul style="list-style-type: none"> a. California Assessment of Student Performance and Progress statewide assessment b. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education. c. Percentage of ELs who make progress toward English language proficiency as measured by English Language Proficiency Assessment for California. d. EL reclassification rate e. Percentage of pupils who have passed an AP exam with a score of 3 or higher f. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness 	
Subpriority A – CAASPP	
Goal to Achieve Subpriority	The students will score at Met Standard or Exceeded Standard Mastery (MWA 2023 Data: ELA 44.72%, Math 20.72%) on the CAASPP in the areas of ELA/Literacy and Math. The anticipated significant subgroups are Latinx students, African American Students, ELs, SWD, and SED students.
Actions to Achieve Goal	Classroom instruction will be conducive to student learning. Rigorous, culturally relevant, socially emotionally informed instruction. Appropriate State Standards-aligned instructional materials will be provided to all students. Formative Benchmark Assessment results and aggregated and analyzed to inform instruction and intervention. Implement a tiered intervention program during Flex Period.
Measurable Outcome	There will be an increase of at least 2% of students scoring at Met Standard or Exceeded Standard in the 2025-26 ELA and Math CAASPP Scores over 2024-25 scores for All students, Latinx students, African American Students, ELs, SWD, and SED students. There will be an increase of at least 2% of students scoring met or exceeded standard mastery on ELA and Math CAASPP annually. In 2025-26, scores will increase by 2% of the scores of 2024-25. In 2026-27, scores will increase by 2% over the 2025-26 scores. In 2027-28, scores will increase by 2% over the scores of 2026-27. In 2028-29, scores will increase by 2% over the scores of 2027-28. In 2029-30, scores will increase by 2% over the scores of 2028-29. Scores will increase 10% between 2025-26 and 2029-30.

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Goal and Outcomes for Latinx Students	There will be an increase of at least 2% of students scoring met or exceeded standard mastery on ELA and Math CAASPP annually. In 2025-26, scores will increase by 2% of the scores of 2024-25. In 2026-27, scores will increase by 2% over the scores of 2025-26 scores. In 2027-28, scores will increase by 2% over the scores of 2026-27. In 2028-29, scores will increase by 2% over the scores of 2027-28. In 2029-30, scores will increase by 2% over the scores of 2028-29. Scores will increase 10% between 2025-26 and 2029-30.
Goal and Outcomes for African American Students	There will be an increase of at least 2% of students scoring met or exceeded standard mastery on ELA and Math CAASPP annually. In 2025-26, scores will increase by 2% of the scores of 2024-25. In 2026-27, scores will increase by 2% over the scores of 2025-26 scores. In 2027-28, scores will increase by 2% over the scores of 2026-27. In 2028-29, scores will increase by 2% over the scores of 2027-28. In 2029-30, scores will increase by 2% over the scores of 2028-29. Scores will increase 10% between 2025-26 and 2029-30.
Goal and Outcomes for English Learners	There will be an increase of at least 2% of students scoring met or exceeded standard mastery on ELA and Math CAASPP annually. In 2025-26, scores will increase by 2% of the scores of 2024-25. In 2026-27, scores will increase by 2% over the scores of 2025-26 scores. In 2027-28, scores will increase by 2% over the scores of 2026-27. In 2028-29, scores will increase by 2% over the scores of 2027-28. In 2029-30, scores will increase by 2% over the scores of 2028-29. Scores will increase 10% between 2025-26 and 2029-30.
Goal and Outcomes for Students with Disabilities	There will be an increase of at least 2% of students scoring met or exceeded standard mastery on ELA and Math CAASPP annually. In 2025-26, scores will increase by 2% of the scores of 2024-25. In 2026-27, scores will increase by 2% over the scores of 2025-26 scores. In 2027-28, scores will increase by 2% over the scores of 2026-27. In 2028-29, scores will increase by 2% over the scores of 2027-28. In 2029-30, scores will increase by 2% over the scores of 2028-29. Scores will increase 10% between 2025-26 and 2029-30.
Goal and Outcomes for Socioeconomically Disadvantaged Students	There will be an increase of at least 2% of students scoring met or exceeded standard mastery on ELA and Math CAASPP annually. In 2025-26, scores will increase by 2% of the scores of 2024-25. In 2026-27, scores will increase by 2% over the scores of 2025-26 scores. In 2027-28, scores will increase by 2% over the scores of 2026-27. In 2028-29, scores will increase by 2% over the scores of 2027-28. In 2029-30, scores will increase by 2% over the scores of 2028-29. Scores will increase 10% between 2025-26 and 2029-30.
Methods of Measurement	CAASPP reports
Subpriority B – UC/CSU Course Requirements (or CTE)	
Goal to Achieve Subpriority	Course catalog will be submitted for a-g approval and every student will take at least one CTE course during their high school years.

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Actions to Achieve Goal	Submit courses for a-g approval. Review and track all high school students' schedules for requirements
Measurable Outcome	Courses will be a-g approved. 100% of high school students will be in a-g approved courses. 100% of seniors will have taken at least one CTE course.
Goal and Outcomes for Latinx Students	Courses will be a-g approved. 100% of high school students will be in a-g approved courses 100% of seniors will have taken at least one CTE course.
Goal and Outcomes for African American Students	Courses will be a-g approved. 100% of high school students will be in a-g approved courses 100% of seniors will have taken at least one CTE course.
Goal and Outcomes for English Learners	Courses will be a-g approved. 100% of high school students will be in a-g approved courses 100% of seniors will have taken at least one CTE course.
Goal and Outcomes for Students with Disabilities	Courses will be a-g approved. 100% of high school students will be in a-g approved courses 100% of seniors will have taken at least one CTE course.
Goal and Outcomes for Socioeconomically Disadvantaged Students	Courses will be a-g approved. 100% of high school students will be in a-g approved courses 100% of seniors will have taken at least one CTE course.
Methods of Measurement	a-g approval list Student course tracking
Subpriority C – EL Proficiency Rates	
Goal to Achieve Subpriority	There will be an increase of at least 2% of the number of EL students who are reclassified as RFEP every year for the charter term (MWA: 2023-10%).
Actions to Achieve Goal	All EL students will receive designated ELD instruction daily in ELA/ELD class and integrated ELD instruction in core content areas daily. Utilize SDAIE in daily instruction. ELD reports will be given to parents/guardians with regular report cards. Provide Professional Development on ELD instructional Strategies.
Measurable Outcome	In 2025-26, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2024-25. In 2026-27, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2025-26 scores. In 2027-28, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2026-27. In 2028-29, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2027-28. In 2029-30, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2028-29. The number of EL students who are reclassified as RFEP will increase between 2025-26 and 2029-30.

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<p>Goal and Outcomes for Latinx Students</p>	<p>In 2025-26, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2024-25. In 2026-27, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2025-26 scores. In 2027-28, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2026-27. In 2028-29, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2027-28. In 2029-30, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2028-29. The number of EL students who are reclassified as RFEP will increase between 2025-26 and 2029-30.</p>
<p>Goal and Outcomes for African American Students</p>	<p>In 2025-26, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2024-25. In 2026-27, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2025-26 scores. In 2027-28, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2026-27. In 2028-29, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2027-28. In 2029-30, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2028-29. The number of EL students who are reclassified as RFEP will increase between 2025-26 and 2029-30.</p>
<p>Goal and Outcomes for English Learners</p>	<p>In 2025-26, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2024-25. In 2026-27, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2025-26 scores. In 2027-28, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2026-27. In 2028-29, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2027-28. In 2029-30, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2028-29. The number of EL students who are reclassified as RFEP will increase between 2025-26 and 2029-30.</p>
<p>Goal and Outcomes for Students with Disabilities</p>	<p>In 2025-26, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2024-25. In 2026-27, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2025-26 scores. In 2027-28, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2026-27. In 2028-29, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2027-28. In 2029-30, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2028-29. The number of EL students who are reclassified as RFEP will increase between 2025-26 and 2029-30.</p>

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Goal and Outcomes for Socioeconomically Disadvantaged Students	In 2025-26, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2024-25. In 2026-27, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2025-26 scores. In 2027-28, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2026-27. In 2028-29, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2027-28. In 2029-30, the number of EL students who are reclassified as RFEP will increase by 2% over the number of 2028-29. The number of EL students who are reclassified as RFEP will increase between 2025-26 and 2029-30.
Methods of Measurement	Lesson plans, Classroom observations SIOP and EL Folders RFEP report EL roster Copies of the ELD reports to be put in students' cumulative files
Subpriority D – EL Reclassification Rates	
Goal to Achieve Subpriority	80% of EL students will be reclassified as Fluent English Proficient after four years full-time enrollment at the Charter School.
Actions to Achieve Goal	All EL students will receive designated ELD instruction daily in ELA/ELD class and integrated ELD instruction in core content areas daily. EL students will receive in-class ELD instructional support which includes small group instruction, usage of SDAIE and ELD instructional strategies and curriculum. Parents/guardians will be informed of student progress through ELPAC scores, ELD report card, and assessment scores. ELD reports will be given to parents/guardians with regular report cards. Provide Professional Development on ELD instructional Strategies.
Measurable Outcome	80% of EL students will be reclassified as Fluent English Proficient after four years full-time enrollment at the Charter School.
Goal and Outcomes for Latinx Students	80% of EL students will be reclassified as Fluent English Proficient after four years full-time enrollment at the Charter School.
Goal and Outcomes for African American Students	80% of EL students will be reclassified as Fluent English Proficient after four years full-time enrollment at the Charter School.
Goal and Outcomes for English Learners	80% of EL students will be reclassified as Fluent English Proficient after four years full-time enrollment at the Charter School.
Goal and Outcomes for Students with Disabilities	80% of EL students will be reclassified as Fluent English Proficient after four years full-time enrollment at the Charter School.

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Goal and Outcomes for Socioeconomically Disadvantaged Students	80% of EL students will be reclassified as Fluent English Proficient after four years full-time enrollment at the Charter School.
Methods of Measurement	ELPAC scores SIOP and EL Folders Daily Schedules Lesson Observation
Subpriority E – AP Exam Passage Rate	
Goal to Achieve Subpriority	The students will pass an AP Exam with a score of 3, 4, 5 will increase by 2% each year. (2022-MWA: 24%) The anticipated significant subgroups are Latinx students, African American students, ELs, SWD, and SED students.
Actions to Achieve Goal	Provide information regarding the benefits of AP courses to all high school students. 100% of students wishing to take AP courses will have access to desired courses. 100% of students wishing to take AP exams will have MWA pay for the exams.
Measurable Outcome	There will be an increase of at least 2% of students passing an AP exam with a score of 3 or better annually. In 2025-26, scores will increase by 2% of the scores of 2024-25. In 2026-27, scores will increase by 2% over the 2025-26 scores. In 2027-28, scores will increase by 2% over the scores of 2026-27. In 2028-29, scores will increase by 2% over the scores of 2027-28. In 2029-30, scores will increase by 2% over the scores of 2028-29. Scores will increase 10% between 2025-26 and 2029-30.
Goal and Outcomes for Latinx Students	There will be an increase of at least 2% of students passing an AP exam with a score of 3 or better annually. In 2025-26, scores will increase by 2% of the scores of 2024-25. In 2026-27, scores will increase by 2% over the 2025-26 scores. In 2027-28, scores will increase by 2% over the scores of 2026-27. In 2028-29, scores will increase by 2% over the scores of 2027-28. In 2029-30, scores will increase by 2% over the scores of 2028-29. Scores will increase 10% between 2025-26 and 2029-30.
Goal and Outcomes for African American Students	There will be an increase of at least 2% of students passing an AP exam with a score of 3 or better annually. In 2025-26, scores will increase by 2% of the scores of 2024-25. In 2026-27, scores will increase by 2% over the 2025-26 scores. In 2027-28, scores will increase by 2% over the scores of 2026-27. In 2028-29, scores will increase by 2% over the scores of 2027-28. In 2029-30, scores will increase by 2% over the scores of 2028-29. Scores will increase 10% between 2025-26 and 2029-30.

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Goal and Outcomes for English Learners	There will be an increase of at least 2% of students passing an AP exam with a score of 3 or better annually. In 2025-26, scores will increase by 2% of the scores of 2024-25. In 2026-27, scores will increase by 2% over the 2025-26 scores. In 2027-28, scores will increase by 2% over the scores of 2026-27. In 2028-29, scores will increase by 2% over the scores of 2027-28. In 2029-30, scores will increase by 2% over the scores of 2028-29. Scores will increase 10% between 2025-26 and 2029-30.
Goal and Outcomes for Students with Disabilities	There will be an increase of at least 2% of students passing an AP exam with a score of 3 or better annually. In 2025-26, scores will increase by 2% of the scores of 2024-25. In 2026-27, scores will increase by 2% over the 2025-26 scores. In 2027-28, scores will increase by 2% over the scores of 2026-27. In 2028-29, scores will increase by 2% over the scores of 2027-28. In 2029-30, scores will increase by 2% over the scores of 2028-29. Scores will increase 10% between 2025-26 and 2029-30.
Goal and Outcomes for Socioeconomically Disadvantaged Students	There will be an increase of at least 2% of students passing an AP exam with a score of 3 or better annually. In 2025-26, scores will increase by 2% of the scores of 2024-25. In 2026-27, scores will increase by 2% over the 2025-26 scores. In 2027-28, scores will increase by 2% over the scores of 2026-27. In 2028-29, scores will increase by 2% over the scores of 2027-28. In 2029-30, scores will increase by 2% over the scores of 2028-29. Scores will increase 10% between 2025-26 and 2029-30.
Methods of Measurement	College Board AP Exam Results
Subpriority F – College Preparedness/EAP	
Goal to Achieve Subpriority	Create a culture of college prepared students by teaching college readiness skills.
Actions to Achieve Goal	Prepare students to score meets or exceeds standards mastery on Grade 11 CAASPP/EAP Exam in ELA and Math. Specifically inform students how the EAP Student Score Report results in placement in General Education College Level English and Math Course upon entering CSU and other colleges and what other requirements they need to meet (12 th grade C- or better, ACT, SAT, GPA, college transfer).
Measurable Outcome	80% of grade 11 students will score meets or exceeds on CAASPP/EAP in ELA and Math.
Goal and Outcomes for Latinx Students	80% of grade 11 students will score meets or exceeds on CAASPP/EAP in ELA and Math.
Goal and Outcomes for African American Students	80% of grade 11 students will score meets or exceeds on CAASPP/EAP in ELA and Math.
Goal and Outcomes for English Learners	80% of grade 11 students will score meets or exceeds on CAASPP/EAP in ELA and Math.
Goal and Outcomes for Students with Disabilities	80% of grade 11 students will score meets or exceeds on CAASPP/EAP in ELA and Math.

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Goal and Outcomes for Socioeconomically Disadvantaged Students	80% of grade 11 students will score meets or exceeds on CAASPP/EAP in ELA and Math.
Methods of Measurement	CAASPP/EAP Student Score Reports
State Priority #5— Student Engagement <i>Pupil engagement, as measured by all of the following, as applicable:</i>	
<ul style="list-style-type: none"> a. School attendance rates b. Chronic absenteeism rates c. Middle school dropout rates (EC §52052.1(a)(3)) d. High school dropout rates e. High school graduation rates 	
Subpriority A – Student Attendance Rates	
Goal to Achieve Subpriority	The Charter School will maintain a three year average attendance rate of 95%.
Actions to Achieve Goal	<p>The Charter School will provide a safe, nurturing, and engaging learning environment for all its students and families, including those of the various subgroups enrolled. Attendance updates to families reminding them of the importance of positive attendance as the primary way of learning and success.</p> <p>The Charter School will recognize students with perfect or improved attendance.</p> <p>The Charter School will incorporate a robust SART process and attendance interventions.</p>
Measurable Outcome	Attendance rate will be 95% over a three year average.
Goal and Outcomes for Latinx Students	Attendance rate will be 95% over a three year average.
Goal and Outcomes for African American Students	Attendance rate will be 95% over a three year average.
Goal and Outcomes for English Learners	Attendance rate will be 95% over a three year average.
Goal and Outcomes for Students with Disabilities	Attendance rate will be 95% over a three year average.
Goal and Outcomes for Socioeconomically Disadvantaged Students	Attendance rate will be 95% over a three year average.
Methods of Measurement	Daily/monthly attendance reports P1/P2/Annual reports
Subpriority B – Student Absenteeism Rates	
Goal to Achieve Subpriority	The Charter School will reduce the chronic absence rate by 2% annually.
Actions to Achieve Goal	<p>Students with improved or perfect attendance will be recognized during monthly awards ceremonies.</p> <p>Parents/guardians of students with more than 5 unexcused absences per semester will meet with Charter School administration.</p> <p>Parents/guardians of students with more than 8 unexcused absences will attend SART meetings.</p>

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Measurable Outcome	The Charter School will reduce the chronic absence rate by 2% annually.
Goal and Outcomes for Latinx Students	There will be a decrease of at least 2% in the chronic absence rate annually. In 2025-26, scores will decrease by 2% of the scores of 2024-25. In 2026-27, scores will decrease by 2% over the 2025-26 scores. In 2027-28, scores will decrease by 2% over the scores of 2026-27. In 2028-29, scores will decrease by 2% over the scores of 2027-28. In 2029-30, scores will decrease by 2% over the scores of 2028-29. Scores will decrease 10% between 2025-26 and 2029-30.
Goal and Outcomes for African American Students	There will be a decrease of at least 2% in the chronic absence rate annually. In 2025-26, scores will decrease by 2% of the scores of 2024-25. In 2026-27, scores will decrease by 2% over the 2025-26 scores. In 2027-28, scores will decrease by 2% over the scores of 2026-27. In 2028-29, scores will decrease by 2% over the scores of 2027-28. In 2029-30, scores will decrease by 2% over the scores of 2028-29. Scores will decrease 10% between 2025-26 and 2029-30.
Goal and Outcomes for English Learners	There will be a decrease of at least 2% in the chronic absence rate annually. In 2025-26, scores will decrease by 2% of the scores of 2024-25. In 2026-27, scores will decrease by 2% over the 2025-26 scores. In 2027-28, scores will decrease by 2% over the scores of 2026-27. In 2028-29, scores will decrease by 2% over the scores of 2027-28. In 2029-30, scores will decrease by 2% over the scores of 2028-29. Scores will decrease 10% between 2025-26 and 2029-30.
Goal and Outcomes for Students with Disabilities	There will be a decrease of at least 2% in the chronic absence rate annually. In 2025-26, scores will decrease by 2% of the scores of 2024-25. In 2026-27, scores will decrease by 2% over the 2025-26 scores. In 2027-28, scores will decrease by 2% over the scores of 2026-27. In 2028-29, scores will decrease by 2% over the scores of 2027-28. In 2029-30, scores will decrease by 2% over the scores of 2028-29. Scores will decrease 10% between 2025-26 and 2029-30.
Goal and Outcomes for Socioeconomically Disadvantaged Students	There will be a decrease of at least 2% in the chronic absence rate annually. In 2025-26, scores will decrease by 2% of the scores of 2024-25. In 2026-27, scores will decrease by 2% over the 2025-26 scores. In 2027-28, scores will decrease by 2% over the scores of 2026-27. In 2028-29, scores will decrease by 2% over the scores of 2027-28. In 2029-30, scores will decrease by 2% over the scores of 2028-29. Scores will decrease 10% between 2025-26 and 2029-30.

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Methods of Measurement	Chronic Absence Reports Attendance Letters SART Meeting Notes P1/P2/Annual
Subpriority C – Middle School Drop Out Rate	
Goal to Achieve Subpriority	The Charter School will have a less than 1% middle school dropout rate.
Actions to Achieve Goal	The administration will monitor at-risk students. Interventions such as flex periods and boost periods to at-risk students.
Measurable Outcome	The Charter School will have a less than 1% middle school dropout rate.
Goal and Outcomes for Latinx Students	The Charter School will have a less than 1% middle school dropout rate.
Goal and Outcomes for African American Students	The Charter School will have a less than 1% middle school dropout rate.
Goal and Outcomes for English Learners	The Charter School will have a less than 1% middle school dropout rate.
Goal and Outcomes for Students with Disabilities	The Charter School will have a less than 1% middle school dropout rate.
Goal and Outcomes for Socioeconomically Disadvantaged Students	The Charter School will have a less than 1% middle school dropout rate.
Methods of Measurement	CDE published drop-out rates.
Subpriority D – High School Drop Out Rate	
Goal to Achieve Subpriority	The Charter School will have a less than 5% high school dropout rate.
Actions to Achieve Goal	The administration will monitor at-risk and credit-deficient students. Interventions such as tutoring and credit recovery classes will be offered to at-risk students.
Measurable Outcome	The Charter School will have a less than 5% high school dropout rate.
Goal and Outcomes for Latinx Students	The Charter School will have a less than 5% high school dropout rate.
Goal and Outcomes for African American Students	The Charter School will have a less than 5% high school dropout rate.
Goal and Outcomes for English Learners	The Charter School will have a less than 5% high school dropout rate.
Goal and Outcomes for Students with Disabilities	The Charter School will have a less than 5% high school dropout rate.
Goal and Outcomes for Socioeconomically Disadvantaged Students	The Charter School will have a less than 5% high school dropout rate.
Methods of Measurement	CDE published drop-out rates.
Subpriority E – High School Graduation Rates	
Goal to Achieve Subpriority	95% of students enrolled in the Charter School high school will graduate within five years.

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Actions to Achieve Goal	Administration will monitor at-risk and credit-deficient students. Interventions such as tutoring and credit recovery classes will be offered to at-risk students.
Measurable Outcome	95% of students enrolled in the Charter School high school will graduate within five years.
Goal and Outcomes for Latinx Students	95% of students enrolled in the Charter School high school will graduate within five years.
Goal and Outcomes for African American Students	95% of students enrolled in the Charter School high school will graduate within five years.
Goal and Outcomes for English Learners	95% of students enrolled in the Charter School high school will graduate within five years.
Goal and Outcomes for Students with Disabilities	95% of students enrolled in the Charter School high school will graduate within five years.
Goal and Outcomes for Socioeconomically Disadvantaged Students	95% of students enrolled in the Charter School high school will graduate within five years.
Methods of Measurement	Published CDE graduation rates
State Priority #6— School Climate	
<i>School climate, as measured by all of the following, as applicable:</i>	
<i>a. Pupil suspension rates</i>	
<i>b. Pupil expulsion rates</i>	
<i>c. Other local measures, including surveys of pupils, parents/guardians, and teachers on the sense of safety and school connectedness</i>	
Subpriority A – Pupil Suspension Rates	
Goal to Achieve Subpriority	The Charter School will have a 5% or lower suspension rate.
Actions to Achieve Goal	The Charter School implement positive behavior intervention and supports including restorative practices. The Charter School will incorporate alternatives to suspension.
Measurable Outcome	The Charter School will have a 5% or lower suspension rate.
Goal and Outcomes for Latinx Students	The Charter School will have a 5% or lower suspension rate.
Goal and Outcomes for African American Students	The Charter School will have a 5% or lower suspension rate.
Goal and Outcomes for English Learners	The Charter School will have a 5% or lower suspension rate.
Goal and Outcomes for Students with Disabilities	The Charter School will have a 5% or lower suspension rate.
Goal and Outcomes for Socioeconomically Disadvantaged Students	The Charter School will have a 5% or lower suspension rate.
Methods of Measurement	Suspension Reports Office referral reports Alternatives to suspension evidence
Subpriority B – Pupil Expulsion Rates	
Goal to Achieve Subpriority	The Charter School will have less than a 1% expulsion rate.

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Actions to Achieve Goal	The Charter School implement positive behavior intervention and supports including restorative practices. The Charter School will incorporate alternatives to suspension.
Measurable Outcome	The Charter School will have a less than 1% expulsion rate.
Goal and Outcomes for Latinx Students	The Charter School will have a less than 1% expulsion rate.
Goal and Outcomes for African American Students	The Charter School will have a less than 1% expulsion rate.
Goal and Outcomes for English Learners	The Charter School will have a less than 1% expulsion rate.
Goal and Outcomes for Students with Disabilities	The Charter School will have a less than 1% expulsion rate.
Goal and Outcomes for Socioeconomically Disadvantaged Students	The Charter School will have a less than 1% expulsion rate.
Methods of Measurement	Expulsion report
Subpriority C – Other School Safety and School Connectedness Measures (Surveys)	
Goal to Achieve Subpriority	Students, parents/guardians, and teachers will feel safe at school and connected to the school.
Actions to Achieve Goal	Annual school surveys will be sent to parents/guardians, students, staff, and community members. Parents/guardians and community members will be encouraged to participate in programs focusing on the students and school.
Measurable Outcome	70% of students or higher will report that they feel safe at school. 70% of students or higher will report that they feel connected to the school community. 80% of parents/guardians or higher will report that they feel their children feel safe at school. 80% of parents/guardians or higher will report that they feel their children feel connected to the school community. 80% of parents/guardians or higher will report that they are satisfied with the educational program.
Goal and Outcomes for Latinx Students	70% of students or higher will report that they feel safe at school. 70% of students or higher will report that they feel connected to the school community. 80% of parents/guardians or higher will report that they feel their children feel safe at school. 80% of parents/guardians or higher will report that they feel their children feel connected to the school community. 80% of parents/guardians or higher will report that they are satisfied with the educational program.

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Goal and Outcomes for African American Students	<p>70% of students or higher will report that they feel safe at school.</p> <p>70% of students or higher will report that they feel connected to the school community.</p> <p>80% of parents/guardians or higher will report that they feel their children feel safe at school.</p> <p>80% of parents/guardians or higher will report that they feel their children feel connected to the school community.</p> <p>80% of parents/guardians or higher will report that they are satisfied with the educational program.</p>
Goal and Outcomes for English Learners	<p>70% of students or higher will report that they feel safe at school.</p> <p>70% of students or higher will report that they feel connected to the school community.</p> <p>80% of parents/guardians or higher will report that they feel their children feel safe at school.</p> <p>80% of parents/guardians or higher will report that they feel their children feel connected to the school community.</p> <p>80% of parents/guardians or higher will report that they are satisfied with the educational program.</p>
Goal and Outcomes for Students with Disabilities	<p>70% of students or higher will report that they feel safe at school.</p> <p>70% of students or higher will report that they feel connected to the school community.</p> <p>80% of parents/guardians or higher will report that they feel their children feel safe at school.</p> <p>80% of parents/guardians or higher will report that they feel their children feel connected to the school community.</p> <p>80% of parents/guardians or higher will report that they are satisfied with the educational program.</p>
Goal and Outcomes for Socioeconomically Disadvantaged Students	<p>70% of students or higher will report that they feel safe at school.</p> <p>70% of students or higher will report that they feel connected to the school community.</p> <p>80% of parents/guardians or higher will report that they feel their children feel safe at school.</p> <p>80% of parents/guardians or higher will report that they feel their children feel connected to the school community.</p> <p>80% of parents/guardians or higher will report that they are satisfied with the educational program.</p>
Methods of Measurement	School Climate Survey results

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State Priority #7— Course Access	
<i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</i>	
<i>“Broad course of study” includes the following, as applicable: Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210) Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</i>	
Goal to Achieve Subpriority	100% of students will have access to an education program that maximizes their learning opportunities with multiple entry points that meets their current level of knowledge and skill.
Actions to Achieve Goal	All academic content areas will be available to all students, including student subgroups, at all grade levels.
Measurable Outcome	100% of students will have access to a broad course of study.
Goal and Outcomes for Latinx Students	100% of students will have access to a broad course of study.
Goal and Outcomes for African American Students	100% of students will have access to a broad course of study.
Goal and Outcomes for English Learners	100% of students will have access to a broad course of study.
Goal and Outcomes for Students with Disabilities	100% of students will have access to a broad course of study.
Goal and Outcomes for Socioeconomically Disadvantaged Students	100% of students will have access to a broad course of study.
Methods of Measurement	Course catalog Student schedules
State Priority #8—Other Student Outcomes	
<i>Pupil outcomes, if available, in the subject areas described above in #7, as applicable.</i>	
Subpriority A – English	
Goal to Achieve Subpriority	The students will make progress toward meeting At or Above Standard Mastery on the Renaissance STAR assessments in the area of ELA/Literacy. The anticipated significant subgroups are Latinx students, African American students, ELs, SWD, and SED students.
Actions to Achieve Goal	The Charter School will utilize instructional strategies that include but are not limited to small group work, reading intervention, speaking skills to present information, narrative and response to literature, collaboration with colleagues, PBL, and direct instruction.

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<p>Measurable Outcome</p>	<p>There will be an increase of at least 0.8 grade level growth per year per grade level on the Renaissance STAR Reading. In 2025-26, the percentile will increase by 2% of the percentile of 2024-25. In 2026-27, the percentile will increase by 2% over the 2025-26 percentile. In 2027-28, the percentile will increase by 2% over the percentile of 2026-27. In 2028-29, the percentile will increase by 2% over the percentile of 2027-28. In 2029-30, the percentile will increase by 2% over the percentile of 2028-29. The percentile will increase 10% between 2025-26 and 2029-30.</p>
<p>Goal and Outcomes for Latinx Students</p>	<p>There will be an increase of at least 0.8 grade level growth per year per grade level on the Renaissance STAR Reading. In 2025-26, the percentile will increase by 2% of the percentile of 2024-25. In 2026-27, the percentile will increase by 2% over the 2025-26 percentile. In 2027-28, the percentile will increase by 2% over the percentile of 2026-27. In 2028-29, the percentile will increase by 2% over the percentile of 2027-28. In 2029-30, the percentile will increase by 2% over the percentile of 2028-29. The percentile will increase 10% between 2025-26 and 2029-30.</p>
<p>Goal and Outcomes for African American Students</p>	<p>There will be an increase of at least 0.8 grade level growth per year per grade level on the Renaissance STAR Reading. In 2025-26, the percentile will increase by 2% of the percentile of 2024-25. In 2026-27, the percentile will increase by 2% over the 2025-26 percentile. In 2027-28, the percentile will increase by 2% over the percentile of 2026-27. In 2028-29, the percentile will increase by 2% over the percentile of 2027-28. In 2029-30, the percentile will increase by 2% over the percentile of 2028-29. The percentile will increase 10% between 2025-26 and 2029-30.</p>
<p>Goal and Outcomes for English Learners</p>	<p>There will be an increase of at least 0.8 grade level growth per year per grade level on the Renaissance STAR Reading. In 2025-26, the percentile will increase by 2% of the percentile of 2024-25. In 2026-27, the percentile will increase by 2% over the 2025-26 percentile. In 2027-28, the percentile will increase by 2% over the percentile of 2026-27. In 2028-29, the percentile will increase by 2% over the percentile of 2027-28. In 2029-30, the percentile will increase by 2% over the percentile of 2028-29. The percentile will increase 10% between 2025-26 and 2029-30.</p>
<p>Goal and Outcomes for Students with Disabilities</p>	<p>There will be an increase of at least 0.8 grade level growth per year per grade level on the Renaissance STAR Reading. In 2025-26, the percentile will increase by 2% of the percentile of 2024-25. In 2026-27, the percentile will increase by 2% over the 2025-26 percentile. In 2027-28, the percentile will increase by 2% over the percentile of 2026-27. In 2028-29, the percentile will increase by 2% over the percentile of 2027-28. In 2029-30, the percentile will increase by 2% over the percentile of 2028-29. The percentile will increase 10% between 2025-26 and 2029-30.</p>

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Goal and Outcomes for Socioeconomically Disadvantaged Students	There will be an increase of at least 0.8 grade level growth per year per grade level on the Renaissance STAR Reading. In 2025-26, the percentile will increase by 2% of the percentile of 2024-25. In 2026-27, the percentile will increase by 2% over the 2025-26 percentile. In 2027-28, the percentile will increase by 2% over the percentile of 2026-27. In 2028-29, the percentile will increase by 2% over the percentile of 2027-28. In 2029-30, the percentile will increase by 2% over the percentile of 2028-29. The percentile will increase 10% between 2025-26 and 2029-30.
Methods of Measurement	Renaissance STAR Reading scores
Subpriority B – Mathematics	
Goal to Achieve Subpriority	The students will make progress toward meeting normed reference RIT on NWEA MAP in Math. The anticipated significant subgroups are Latinx students, African American students, ELs, SWD, and SED students.
Actions to Achieve Goal	The Charter School will utilize instructional strategies that include, but are not limited to small group work, math intervention, online tools and resources, collaboration with colleagues to support learning goals, and direct instruction.
Measurable Outcome	There will be growth to normed RIT by grade level on the NWEA MAP Math. In 2025-26, the growth target will increase by 2% of the growth target of 2024-25. In 2026-27, the growth target will increase by 2% over the 2025-26 growth target. In 2027-28, the growth target will increase by 2% over the growth target of 2026-27. In 2028-29, the growth target will increase by 2% over the growth target of 2027-28. In 2029-30, the growth target will increase by 2% over the growth target of 2028-29. The growth target will increase 10% between 2025-26 and 2029-30.
Goal and Outcomes for Latinx Students	There will be growth to normed RIT by grade level on the NWEA MAP Math. In 2025-26, the growth target will increase by 2% of the growth target of 2024-25. In 2026-27, the growth target will increase by 2% over the 2025-26 growth target. In 2027-28, the growth target will increase by 2% over the growth target of 2026-27. In 2028-29, the growth target will increase by 2% over the growth target of 2027-28. In 2029-30, the growth target will increase by 2% over the growth target of 2028-29. The growth target will increase 10% between 2025-26 and 2029-30.
Goal and Outcomes for African American Students	There will be growth to normed RIT by grade level on the NWEA MAP Math. In 2025-26, the growth target will increase by 2% of the growth target of 2024-25. In 2026-27, the growth target will increase by 2% over the 2025-26 growth target. In 2027-28, the growth target will increase by 2% over the growth target of 2026-27. In 2028-29, the growth target will increase by 2% over the growth target of 2027-28. In 2029-30, the growth target will increase by 2% over the growth target of 2028-29. The growth target will increase 10% between 2025-26 and 2029-30.

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Goal and Outcomes for English Learners	There will be growth to normed RIT by grade level on the NWEA MAP Math. In 2025-26, the growth target will increase by 2% of the growth target of 2024-25. In 2026-27, the growth target will increase by 2% over the 2025-26 growth target. In 2027-28, the growth target will increase by 2% over the growth target of 2026-27. In 2028-29, the growth target will increase by 2% over the growth target of 2027-28. In 2029-30, the growth target will increase by 2% over the growth target of 2028-29. The growth target will increase 10% between 2025-26 and 2029-30.
Goal and Outcomes for Students with Disabilities	There will be growth to normed RIT by grade level on the NWEA MAP Math. In 2025-26, the growth target will increase by 2% of the growth target of 2024-25. In 2026-27, the growth target will increase by 2% over the 2025-26 growth target. In 2027-28, the growth target will increase by 2% over the growth target of 2026-27. In 2028-29, the growth target will increase by 2% over the growth target of 2027-28. In 2029-30, the growth target will increase by 2% over the growth target of 2028-29. The growth target will increase 10% between 2025-26 and 2029-30.
Goal and Outcomes for Socioeconomically Disadvantaged Students	There will be growth to normed RIT by grade level on the NWEA MAP Math. In 2025-26, the growth target will increase by 2% of the growth target of 2024-25. In 2026-27, the growth target will increase by 2% over the 2025-26 growth target. In 2027-28, the growth target will increase by 2% over the growth target of 2026-27. In 2028-29, the growth target will increase by 2% over the growth target of 2027-28. In 2029-30, the growth target will increase by 2% over the growth target of 2028-29. The growth target will increase 10% between 2025-26 and 2029-30.
Methods of Measurement	NWEA MAP scores for Math
Subpriority C – Social Sciences	
Goal to Achieve Subpriority	The students will demonstrate grade level skills and content knowledge of grade level appropriate social science. The anticipated significant subgroups are Latinx students, African American students, ELs, SWD, and SED students.
Actions to Achieve Goal	Through an integrated approach, students will study the area of social sciences congruent with Social Science Content Standards. Strategies included in an integrated approach are: PBL, non-fiction, and historical fiction texts; mini research projects and presentations, computer based information (articles, videos); field trip experiences, debates, and hands on projects. Students will demonstrate intellectual reasoning, reflections, and research skills related to chronological and spatial thinking, historical interpretations, and research, evidence, and point of view.
Measurable Outcome	70% or more of students will pass social science courses.
Goal and Outcomes for Latinx Students	70% or more of students will pass social science courses.

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Goal and Outcomes for African American Students	70% or more of students will pass social science courses.
Goal and Outcomes for English Learners	70% or more of students will pass social science courses.
Goal and Outcomes for Students with Disabilities	70% or more of students will pass social science courses.
Goal and Outcomes for Socioeconomically Disadvantaged Students	70% or more of students will pass social science courses.
Methods of Measurement	Rubrics for Projects Curriculum-Based Measurements Grades/Report Cards
Subpriority D – Science	
Goal to Achieve Subpriority	The students will demonstrate grade level skills and content knowledge of grade level appropriate science. The anticipated significant subgroups are Latinx students, African American students, ELs, SWD, and SED students.
Actions to Achieve Goal	Through an integrated approach, students will study the area of science congruent with Next Generation Science Standards. Utilizing inquiry based approach and experiential activities and projects, students will develop an understanding of science disciplinary core ideas and practices. Strategies include, but are not limited to hands on learning, gathering and analyzing data, and integrating skills and concepts as they apply to different subjects.
Measurable Outcome	70% or more of students will pass science courses.
Goal and Outcomes for Latinx Students	70% or more of students will pass science courses.
Goal and Outcomes for African American Students	70% or more of students will pass science courses.
Goal and Outcomes for English Learners	70% or more of students will pass science courses.
Goal and Outcomes for Students with Disabilities	70% or more of students will pass science courses.
Goal and Outcomes for Socioeconomically Disadvantaged Students	70% or more of students will pass science courses.
Methods of Measurement	Rubrics for Projects Curriculum-Based Measurements Grades/Report Cards
Subpriority E – Visual and Performing Arts	
Goal to Achieve Subpriority	Students will recognize the importance of visual arts as it relates to CTE by completing a course in Graphic Arts to expose students to marketing and advertising and develop an appreciation of visual arts.
Actions to Achieve Goal	Students will study the area of visual arts as it relates to CTE.
Measurable Outcome	100% of students will take one year of Visual and Performing Arts to meet a-g requirements.

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Goal and Outcomes for Latinx Students	100% of students will take one year of Visual and Performing Arts to meet a-g requirements.
Goal and Outcomes for African American Students	100% of students will take one year of Visual and Performing Arts to meet a-g requirements.
Goal and Outcomes for English Learners	100% of students will take one year of Visual and Performing Arts to meet a-g requirements.
Goal and Outcomes for Students with Disabilities	100% of students will take one year of Visual and Performing Arts to meet a-g requirements.
Goal and Outcomes for Socioeconomically Disadvantaged Students	100% of students will take one year of Visual and Performing Arts to meet a-g requirements.
Methods of Measurement	Course catalog Student schedules
Subpriority F – Physical Education	
Goal to Achieve Subpriority	Students will demonstrate that they value lifelong, positive health-related attitudes and behaviors toward their own well-being through healthy physical, social, and mental habits.
Actions to Achieve Goal	PE Courses will be available to all students, including student subgroups, at all grade levels.
Measurable Outcome	100% of students will earn 10 credits of PE.
Goal and Outcomes for Latinx Students	100% of students will earn 10 credits of PE.
Goal and Outcomes for African American Students	100% of students will earn 10 credits of PE.
Goal and Outcomes for English Learners	100% of students will earn 10 credits of PE.
Goal and Outcomes for Students with Disabilities	100% of students will earn 10 credits of PE.
Goal and Outcomes for Socioeconomically Disadvantaged Students	100% of students will earn 10 credits of PE.
Methods of Measurement	Grades/Report Cards Student Schedules Course Catalog Athletic Rosters
Subpriority G – World (Foreign) Language (Grades 7-12 only)	
Goal to Achieve Subpriority	100% of students will have access to Spanish language instruction to meet a-g requirements.
Actions to Achieve Goal	The Charter School will offer Spanish language courses from beginning levels to AP level.
Measurable Outcome	100% of students will have access to Spanish language instruction to meet a-g requirements.
Goal and Outcomes for Latinx Students	100% of students will have access to Spanish language instruction to meet a-g requirements.
Goal and Outcomes for African American Students	100% of students will have access to Spanish language instruction to meet a-g requirements.
Goal and Outcomes for English Learners	100% of students will have access to Spanish language instruction to meet a-g requirements.

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Goal and Outcomes for Students with Disabilities	100% of students will have access to Spanish language instruction to meet a-g requirements.
Goal and Outcomes for Socioeconomically Disadvantaged Students	100% of students will have access to Spanish language instruction to meet a-g requirements.
Methods of Measurement	Course Catalog Student Schedules
Subpriority H – Applied Arts (Grades 7-12 only)	
Goal to Achieve Subpriority	100% of students will take courses that qualify as part of Applied Arts.
Actions to Achieve Goal	The Charter School will offer applied arts courses.
Measurable Outcome	100% of students will take courses that qualify as part of Applied Arts. 80% or more of students will pass assigned Applied Arts course.
Goal and Outcomes for Latinx Students	100% of students will take courses that qualify as part of Applied Arts. 80% or more of students will pass assigned Applied Arts course.
Goal and Outcomes for African American Students	100% of students will take courses that qualify as part of Applied Arts. 80% or more of students will pass assigned Applied Arts course.
Goal and Outcomes for English Learners	100% of students will take courses that qualify as part of Applied Arts. 80% or more of students will pass assigned Applied Arts course.
Goal and Outcomes for Students with Disabilities	100% of students will take courses that qualify as part of Applied Arts. 80% or more of students will pass assigned Applied Arts course.
Goal and Outcomes for Socioeconomically Disadvantaged Students	100% of students will take courses that qualify as part of Applied Arts. 80% or more of students will pass assigned Applied Arts course.
Methods of Measurement	Course Catalog Student Schedules Grades/Report Cards
Subpriority I – Career Technical Education (CTE) (Grades 7-12 only)	
Goal to Achieve Subpriority	Students will take courses that qualify as part of the CTE requirement.
Actions to Achieve Goal	The Charter School will offer CTE courses to meet requirement.
Measurable Outcome	100% of students will actively participate in CTE classes. 80% or more of students will pass assigned CTE classes.
Goal and Outcomes for Latinx Students	100% of students will actively participate in CTE classes. 80% or more of students will pass assigned CTE classes.
Goal and Outcomes for African American Students	100% of students will actively participate in CTE classes. 80% or more of students will pass assigned CTE classes.

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Goal and Outcomes for English Learners	100% of students will actively participate in CTE classes. 80% or more of students will pass assigned CTE classes.
Goal and Outcomes for Students with Disabilities	100% of students will actively participate in CTE classes. 80% or more of students will pass assigned CTE classes.
Goal and Outcomes for Socioeconomically Disadvantaged Students	100% of students will actively participate in CTE classes. 80% or more of students will pass assigned CTE classes.
Methods of Measurement	Course Catalog Student Schedules Grades/Report Cards

ELEMENT C: STUDENT PROGRESS MEASUREMENT

Governing Law: The method by which pupil progress in meeting those pupil outcomes is to be measured. To the extent practicable, the method for measuring pupil outcomes for state priorities shall be consistent with the way information is reported on a school accountability report card. - Education Code Section 47605(c)(5)(C).

Student achievements are assessed using multiple measures, as described below.

A. Mandated State Assessments

As is required by state law, MWA meets all statewide standards and conduct the state pupil assessments required pursuant to Section 60605, including the CAASPP tests and other state-mandated assessments such as the ELPAC and PFT. We firmly believe that the MWA academic program fully prepares students for success in these statewide assessment programs. Additional support structures (i.e., after-school tutoring, summer enrichment programs, mentoring programs, peer study groups, etc.) are in place to ensure that students are meeting or making progress toward the State Standards that are measured by the state-mandated assessments. Proficiency for our English Learners, approximately 55% of our students, is measured in accordance with the/ELPAC, CAASPP test data, teacher observations and other school-based measures.

B. Growth Measures: Diagnostic, Formative And Summative Assessments

In order to effectively assess students’ academic growth over time, MWA utilizes several “value-added” growth measures, including school-developed diagnostic and formative, “authentic” assessments, and ongoing teacher assessments as well as summative assessments. More formal forms of interim assessments include the MAP (math), STAR (Reading), and IABs (math and English interim assessments aligned with the SBAC). More informal assessments include quizzes and exit tickets. More formal summative assessments include pre-tests, unit tests, and final exams.

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Diagnostic Assessment

At the beginning of each academic year, MWA administers its own diagnostic test to measure each student’s strengths and weaknesses in the four core State Standards content areas. Throughout the school year, MWA administers ongoing assessments to measure students’ comprehension of lessons that have been taught and their level of development in specific subject areas and skills. In addition, 8th graders take a Spanish language assessment in the spring to inform course placement for Spanish for 9th grade.

Formative

Ongoing teacher assessment tools include teacher-developed quizzes, exit tickets., and teacher observations.

6. C. Summative Assessments and Standardized and Other Norm-Referenced Assessments

Students are given the annual state-mandated standardized assessments. The Matrix below includes the currently required State assessments for students in grades 5 through

8 & 11, as well as internal assessments used at MWA. Such assessments, as further described in MWA’s LCAP, are aligned with the Eight State Priorities (see Appendix). MWA affirms that its methods for measuring pupil outcomes for the Eight State Priorities, as described in Element B of this Charter, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

Student Outcome and Assessment Matrix

The following provides additional information to describe MWA’s plans for student assessments:

Academic Assessment Matrix

MEASURABLE OUTCOMES	ASSESSMENT TOOLS
Students will meet or exceed the Standard in English/Language Arts.	CAASPP: Smarter Balanced Assessment (SBAC) Interim Assessment Blocks (IABs) – 2x per year
Students will meet or exceed the Standard in Mathematics.	CAASPP: Smarter Balanced Assessment (SBAC); Interim Assessment Blocks (IABs) – 2 times per year
Students will meet or exceed the Standard in Science.	CAASPP: California State Test (CST)
Students will meet or exceed the Standard in History/Social Science.	CAASPP: Will administer when and if a new assessment for history is available
EL students will make substantial progress toward fluency in English.	English Language Proficiency Assessments for California (ELPAC)

Academic and Core Values

MEASURABLE OUTCOMES	ASSESSMENT TOOLS
Special education students will achieve or make progress toward the learning goals in their Individualized Education Plans.	IEP progress and review

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Students will obtain enrichment skills in such areas as the arts, technology, physical education, a second language and journalism.	Portfolios, In-class assessments, Presentations
Students will become "community builders."	Community Service Participation, Portfolios, Projects, Reflection journals, Review of Core Values
Students will develop social and emotional skills.	Teacher Narratives, Presentations, Review of Core Values
Students will develop critical thinking and creativity skills.	Presentations, Writing Assignments, Art Projects, Use of a learning style inventory, Review of Core Values
Students will become competent, self-motivated, "life-long learners."	Demonstrations of learned skills, Self-Assessments, Review of Core Values

Use and Reporting of Data

Data Management, Analysis and Continuous Improvement

MWA uses PowerSchool to collect, analyze and report a variety of data on student achievement, including disaggregated data by content strand, student subgroup, grade-level and classroom-level analyses. The staff interpret standardized test data and engage in critical analysis of the data in order to determine how the school can address any performance growth areas or concerning data trends. The data analysis is tied to professional development on standards-based instruction, so that teachers can enhance their understanding of student performance in light of normative data and modify their instructional designs accordingly.

Staff uses pieces of the assessment system in an ongoing effort to examine student performance and revise instructional practices to address student needs. The goal is to foster continuous improvement to achieve the highest quality educational program that is possible. In this way, staff is continuously challenged to rethink current pedagogical practices to meet the changing needs of our current student populations.

MWA analyzes trends, significant changes, apparent conflicts and anomalies to track individual student growth over time; evaluate specific, aggregated and disaggregated groups of students; and measure performance on the state tests, state and federal accountability systems (when developed) and school-based growth data and authentic assessments to assess the whole school from year to year. Our data analysis includes

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attendance rates and comparative data as appropriate. MWA also annually surveys major stakeholder groups (e.g., parents/guardians, students and teachers) about our effectiveness and opportunities for improvement.

Reporting Student Achievement Data

MWA's student performance data is reported to school staff, parents and guardians. MWA believes strongly in creating a two-way dialogue between the school staff and our parents/guardians. Parental involvement and commitment to this rigorous academic school is necessary if their children are to succeed. We expect them to be actively involved in supporting their children's education. Dialogue with the teacher, Homeroom Teacher/Advisor, Assistant Principal, and Principal is ongoing for parents/guardians as they support their child through each academic year. At parent-teacher conferences, parents/guardians review the progress of their child, sharing and discussing test scores, schoolwork and classroom behavior. At these meetings, home and school strategies are discussed, so that the student has the best chance of improving his/her performance. In some cases, agreements are developed and agreed upon by the student, parent and teacher in addressing particular challenges or areas of focused support.

In addition to monitoring their children's progress, parents/guardians receive progress reports and notifications, parent mailings, and special meetings to share student successes and challenges. A key part of parental involvement includes letting us know what we are doing well and upon what we can improve. To enable this dialogue, parents/guardians need to have a holistic view of how our school is performing. Some performance measures include standardized test scores and shall include the state and federal accountability systems when they are finalized. The results of state test scores come out once a year and are reported to our parents/guardians (via parental mailings, and parent association meetings) shortly after they are released. This annual performance report includes the results of our other assessments measures, including our growth measures, authentic assessments, etc.

Our educational philosophy, curriculum and anticipated student outcomes grow out of our experience working with the children and youth of Richmond. We understand the commitment and standards that need to be maintained in order for students to achieve academic success. Once students realize that they are capable of "doing the work," they become confident, insightful and inspired learners. Time after time, we see children succeed despite the most unbelievable obstacles. This is because Making Waves provides a strong support system, enabling them to meet any challenge.

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ELEMENT D: GOVERNANCE STRUCTURE

Governing Law: The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parent/guardian involvement. - Education Code Section 47605 (c)(5)(D).

A. Nonprofit Status

Making Waves Academy is operated as a California nonprofit public benefit corporation, pursuant to California law.

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MWA will operate autonomously from the Contra Costa County Board of Education and Contra Costa County Superintendent of Schools, with the exception of the supervisory oversight as required by statute. Pursuant to California Education Code Section 47604(c), the Contra Costa County Board of Education and Contra Costa County Superintendent of Schools shall not be liable for the debts and obligations of the Charter School, operated as a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School as long as the Contra Costa County Board of Education and Contra Costa County Superintendent of Schools has complied with all oversight responsibilities required by law.

Attached, please find the MWA Articles of Incorporation, Bylaws, and Conflict of Interest Code (Appendix F).

B. Board of Directors

MWA is governed by the nonprofit Board of Directors (or "Board") of Making Waves Academy ("MWA"), in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. The Charter School's governance structure does not include a Sole Statutory Member of the Corporation.

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The MWA Board shall be responsible for all actions necessary to the operation of MWA in accordance with its adopted bylaws.

C. Governance Structure of Making Waves Academy

The school's leadership, faculty, and staff carry out the day-to-day operations of the school. The Chief Executive Officer ("CEO") position is the main leader responsible for administering the school under policies adopted by the MWA Board of Directors. The MWA Board of Directors sets policy, approves the budget, and assures that each school maintains high academic standards in accordance with its bylaws and the terms of this charter.

Composition of the MWA Board of Directors

The number of directors on the MWA Board shall be no less than five (5) and no more than fifteen (15), unless changed by amendments to the MWA bylaws. A Board seat shall

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be reserved at all times for a Parent/Guardian Representative. All directors shall have full voting rights, including any representative appointed by the County Board as consistent with Education Code Section 47604(b). If the County Board appoints a representative to serve on the Board of Directors, the Statutory Member may appoint an additional director to ensure an odd number of Board members. While the County Board is entitled to appoint a representative to the Board of Directors pursuant to Section 47604(b), currently the charter authorizer has chosen not to exercise this authority. All directors, except for the representative of the County Board, shall be designated by the Statutory Member.

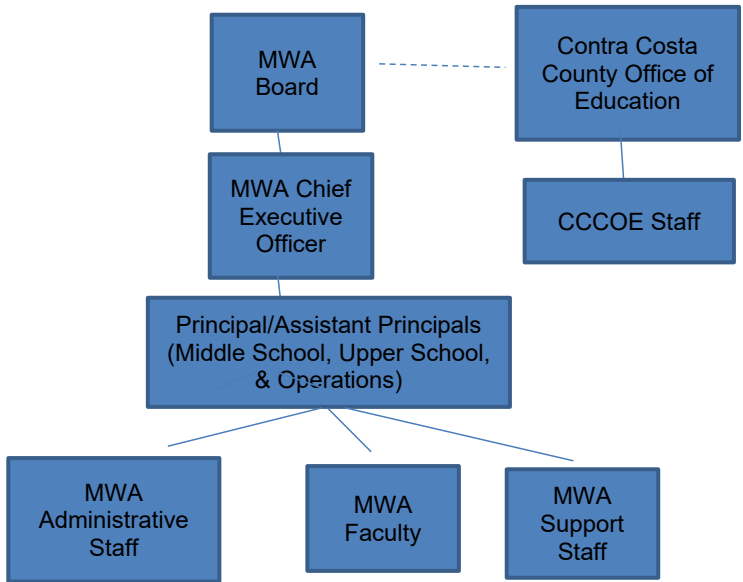
In accordance with the bylaws, no interested persons may serve on the MWA Board of Directors.

All directors, except for the Parent/Guardian Representative, shall hold office for three (3) years and until a successor director has been designated and qualified. The Parent/Guardian Representative shall hold office for two (2) years and until a successor director has been designated and qualified. The Board will meet regularly during the school year, and in accordance with the Brown Act.

MWA shall abide by an adopted Conflict of Interest Code which complies with the Political Reform Act, Corporations Code anti-self-dealing rules, and which shall be updated with any applicable conflicts of interest laws or regulations applicable in the future. As noted above, the conflicts code is attached to this charter.

Structure of the Board

The following is an outline of the governance structure of MWA:



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Board Training and Sustainability

MWA Board members are committed to continuous improvement and ongoing training to assist the Board in fulfilling its responsibilities to act as stewards for the charter school. To this end, the MWA Board seeks appropriate training and educational opportunities to more effectively govern MWA's operations. Such training experiences may include individual training sessions with legal counsel or other experts familiar with public school governance, and/or training sessions with charter school governance experts. The school maintains in effect general liability and board errors and omissions insurance policies.

Parent Engagement and Volunteering

Once a child is admitted to the school, parents are expected to attend parent education workshops, parent-teacher conferences, and other meetings regarding their child. At these meetings, parents receive updates about the school, the school program, and opportunities to attend parent education workshops on the college admissions process and social emotional development topics related to youth, among others. Parents are also encouraged to volunteer and participate in the school community. Parents also play important roles on both the LCAP Advisory Group and MWA Board.

MWA is responsible for screening volunteers for the protection of students, including fingerprinting and criminal background checks. Registered sex offenders under Penal Code section 290 may not serve as volunteers on campus or anywhere or anytime students are present. Volunteers working on campus or when students are present who will be unsupervised by certificated personnel at any time must submit to a criminal background check pursuant to Education Code 45125. All volunteers who work on campus must have a current TB clearance on file with MWA.

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ELEMENT E: EMPLOYEE QUALIFICATIONS

Governing Law: The qualifications to be met by individuals to be employed by the charter school. - Education Code Section 47605(c)(5)(E).

A. Qualifications of School Employees

MWA ensures that all legal qualification requirements will be met for teachers and staff of the school. Each certificated employee at MWA will meet the state licensing requirements for the position that he/she holds. No state licensing requirements exist for most non-certificated positions. For all positions, certificated and non-certificated, the employee, at minimum, needs to satisfactorily meet the performance specifications required for the position and must possess the qualifications required to perform the essential functions of the position, as determined by the MWA Board and/or the MWA Chief Executive Officer.

Chief Executive Officer

The Chief Executive Officer (CEO) oversees the operations of Making Waves Academy; he or she will play a key role as the conduit to the Board of Directors on behalf of MWA's Directors. The CEO and the Board of Directors will supervise the Directors in carrying out established school policies.

Principal and Assistant Principals

The Principal is the lead position responsible for daily activity at the school, including but not limited to instruction, school safety, assessment, and some operations. The Assistant Principals support the vision of the Principal in carrying out the overall supervision, training, discipline, development, and support of faculty and divisional staff in supporting MWA students and engaging with parents. The Principals and Assistant Principals work in concert with one another to create an engaging, rigorous, safe, and supportive learning environment for our students.

The following provide further job descriptions of the CEO, Principal, and Assistant Principal positions:

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DESCRIPTION	CEO	Principal	Assistant Principals
Major Responsibilities	Responsible for overall instructional, financial, legal and administrative oversight for MWA.	Responsible for the design, delivery and evaluation of the MWA instructional program, some financial, legal, and operations management..	Responsible for leading and assisting with the the design, delivery and evaluation of the MWA instructional program and student management systems..

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Tasks and Duties	<p>Develop a sound and effective organizational structure, including appropriate human resources operations and procedures.</p> <p>Provide the appointing authority and termination authority for all MWA employees and independent contractors, consultants, and service providers.</p> <p>Provide leadership and vision including the establishment of private and public partnerships.</p> <p>Initiate programs and policies for consideration by the Board of Directors and advise the Board on all policy matters under its consideration.</p> <p>Develop and implement all policies approved by the Board or as mandated by the district, state and federal laws and regulations.</p> <p>Through and with the CFO or business executive, lay out the parameters for the budget development process and the annual budget approval process by the Board.</p> <p>Through and with the CFO or business executive, maintain fiscal integrity by effective assessment and allocation of resources, developing sound budget process, and monitoring internal control systems.</p>	<p>Interview, select and hire staff with input of the CEO for senior leadership positions.</p> <p>Oversee the supervision of faculty and staff.</p> <p>Teach, model, instruct and empower staff to meet the needs of the student body.</p> <p>Hold regular meetings of the faculty and staff.</p> <p>Ensure that the policies and procedures of the Board are understood and followed.</p> <p>Embody, manifest and advocate the mission of the school.</p> <p>Articulate the vision for the school.</p> <p>Monitor and address all matters of school culture and climate.</p> <p>Supervise academic, athletic and extracurricular programs.</p> <p>Monitor curriculum, grading, testing and reporting to parents.</p> <p>Prepare and conduct periodic program evaluations.</p> <p>Submit required reports. Establish policies and standards of conduct for students.</p> <p>Supervise the admissions procedures.</p>	<p>Interview, select and hire staff with advice and consent of the Principal.</p> <p>Directly supervise faculty and staff.</p> <p>Teach, model, instruct and empower staff to meet the needs of the student body.</p> <p>Hold regular meetings of the faculty and staff. Ensure that the policies and procedures of the Board are understood and followed.</p> <p>Embody, manifest and advocate the mission of the school.</p> <p>Articulate the vision for the school.</p> <p>Monitor and address all matters of school culture and climate.</p> <p>Oversee, lead, facilitate, and implement teacher professional development.</p> <p>Supervise academic, athletic and extracurricular programs.</p> <p>Monitor curriculum, grading, testing and reporting to parents.</p> <p>Prepare and conduct periodic program evaluations.</p> <p>Submit required reports.</p> <p>Establish policies and standards of conduct for students.</p> <p>Supervise the</p>
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			admissions procedures.
WHAT IS THE NAME OF THIS SECTION?	<p>Upon approval of the Board, negotiate and sign contracts.</p> <p>Implement a scheduled review of each program, evaluating its needs and services.</p> <p>With the Division Director, contribute to the assessment process of staff and students.</p> <p>Conduct regular needs</p>	<p>Marketing, outreach and information dissemination.</p> <p>Represent the school to all of its constituents.</p> <p>Support fundraising efforts.</p>	<p>Marketing, outreach and information dissemination.</p> <p>Represent the school to all of its constituents.</p> <p>Support fundraising efforts.</p>

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	<p>assessments to ensure appropriate service needs are being met.</p> <p>Provide guidance to Board and subcommittees to realize MWA objectives.</p> <p>Assist the Board in the development or organization and unit long-term strategic plans, benchmarking and monitoring progress.</p> <p>Implement a clear management program based on organizational best practices</p>		
Report To	Board of Directors	CEO	Principal
Supervises	Principal, COO, CFO, and CTO	Faculty and Staff	Faculty and Staff
Qualifications	<p>Master's degree 15 years' experience, extensive and progressively more responsible experience in higher education or in nonprofit organization is preferred. Knowledge of administration, organizational management, strategic planning, budgeting, financial administration and personnel management within a nonprofit organization is essential. Experience in student development is mandatory. Ability to provide a comprehensive strategic vision for MWA. Ability to effectively communicate, both orally and in writing, to a wide range of constituencies. Experience in leadership, group dynamics, organizational psychology, business administration, public</p>	<p>Master's degree in education CA teaching credential 5 years' urban school education experience. Classroom and administrative experience and educational experience in an urban school setting. A commitment to multiculturalism with staff and faculty, students and parents; genuine engagement with students; and accessibility to all members of the school community. Ability to assist with the design and implementation of the program and curriculum. A commitment to diversity and achievement for all students.</p>	<p>Master's degree in education CA teaching credential 5 years' urban school education experience. Classroom and administrative experience and educational experience in an urban school setting. A commitment to multiculturalism with staff and faculty, students and parents; genuine engagement with students; and accessibility to all members of the school community. Ability to assist with the design and implementation of the program and curriculum. A commitment to diversity and achievement for all students.</p>

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	relations, budget and personnel management are required. Evidence of active professional involvement in other education-based organizations is desirable.		
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Teachers

Teachers will meet the requirements for employment as stipulated by the California Education Code Section 47605(l). Primary teachers of core, college preparatory subjects (*i.e.*, English language arts, math, science, history/social science) shall hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to what a teacher in a non-charter public school would be required to hold. These teachers are responsible for overseeing the students' academic progress and for monitoring grading and matriculation decisions as specified in the school's operation policies.

In order to ensure implementation of the school's mission and educational philosophy, preference will be given to teachers who have experience designing and implementing standards-based curriculum aligned to the State Standards. Paraprofessional employees shall meet applicable requirements under the ESEA.

Applicants to teach in our program are evaluated based on the following qualifications:

- Demonstrated expertise in subject area and the ability to communicate the appropriate knowledge to each student;
- Possession of a CLAD credential;
- Knowledge and experience with standards-based instruction: ability to align curriculum and standards and willingness to adopt grading practices that can be used in standards-based grading;
- Knowledge of assessment strategies and the desire to use data to drive teaching and ensure continuous improvement of student learning;
- Ability to effectively use a broad range of instructional strategies, including providing a curriculum, challenging goals and effective feedback, differentiated instruction and back mapping, among others;
- Demonstrated competence using advanced technology as a learning tool: willing and able to integrate technology into teaching and student learning;
- Outstanding classroom management skills;
- Belief in our mission that all students will learn and successfully master the content and skills necessary for high school and advanced post-secondary education;
- Willingness to work as a vital part of the MWA team to ensure continuous improvement for students, staff MWA community as a whole;
- Willingness and ability to work with students and parents/guardians on an ongoing basis to ensure student success;
- Love of students, enthusiasm for teaching, the belief that each student can and will succeed and the willingness to do what it takes to make that happen;
- Desire and ability to engage in continuing education, staff development and skill upgrading; and

- Positive references from most recent employment and/or college or graduate school.

As specified in Education Code Section 47605(l), MWA has flexibility regarding the qualifications needed for teachers in non-core subject areas. Making Waves Academy may employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience and the capacity to work successfully in an instructional capacity. Instructional support staff does not assign grades or approve student work assignments without the approval of a teacher unless they are instructing non-core or non-college preparatory courses and activities.

Support Staff

MWA seeks administrative and operational staff that demonstrates experience or expertise in the issues and work tasks required of them. MWA provides as resources allow professional development opportunities to ensure that staff remain abreast of all relevant changes in laws or other operational requirements pertinent to their job functions. All non-certificated staff possess experience and expertise appropriate for their position within the school as outlined in the MWA's staffing plan and adopted personnel policies.

B. General Requirements, Hiring and Performance Review

Prior to employment and within thirty (30) days of hiring, each employee submits to a criminal background check. MWA will adhere to applicable California laws including fingerprinting, drug testing and prohibitions regarding the employment of persons who have been convicted of a violent or serious felony. Each employee submits to a criminal background check, as required, within 30 days of hiring. We do believe we will receive these results in a timely fashion due to the streamlined Live Scan process, but we are not committed to receive these results within 30 days. MWA maintains its standard in screening for, hiring, and/or supporting intern teachers towards earning their full, clear teaching credential. Prior to employment, each employee must furnish medical clearance, including proof of medical exam and tuberculosis (TB) clearance, as well as documents establishing legal employment status. The Human Resource Specialist and/or administrative designees are responsible for monitoring and maintaining documentation of medical and criminal investigation clearances, as required by California and federal laws. Those employees that require a criminal background check and do not have a current background check are required to undergo such a check through such services as a Live Scan fingerprint process. MWA will pay for such services on behalf of its prospective employees.

The Human Resources Specialist or designee creates formal job descriptions for each position, recruits and interviews candidates. The MWA Board has the right, if it so chooses, to review these candidates' credentials before a job offer is made to the candidate. The Division Director and/or designee is responsible for evaluating the performance of the teaching and administrative staff on an annual basis. The MWA Board has the right, if it so chooses, to review these performance evaluations before they are delivered to the staff members. The Chief Executive Officer and Division Director determines the criteria by which to judge the performance of employees. The Chief Executive Officer or designee creates the job description and conducts the performance

review of the Division Directors of both divisions of the school. Periodically, third-party peers will review job descriptions to ensure that we have met all requirements for the position. The Chief Executive Officer has final approval of all job descriptions.

C. Hiring Plan

MWA seeks a diverse faculty composed of qualified credentialed teachers in our core subject areas, in addition to instructional support staff who possess subject matter expertise and qualifications necessary to help our program succeed. Making Waves has extensive experience working with the educational community in the Richmond area. In addition to attracting talented personnel in the immediate Richmond area, MWA seeks staff through teacher recruitment fairs, professional publications, newspapers and our website. We also work with our local colleges such as Mills, Berkeley, Stanford, Santa Clara University, Saint Mary’s College, California State University East Bay and San Francisco State University. We continue to partner with a variety of education-related organizations and education search firms, to encourage the most enthusiastic, qualified and committed faculty and staff.

ELEMENT F: HEALTH AND SAFETY PROCEDURES

Commented [44]: @fcampbell@mwacademy.org please review this section and make sure everything is accurate. Due date: March 1st. _Assigned to fcampbell@mwacademy.org_

Governing Law: The procedures that the charter school will follow to ensure the health and safety of students and staff. These procedures shall require all of the following:

- (i) *That each employee of the charter school furnish the charter school with a criminal record summary as described in Education Code Section 44237.*
- (ii) *The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.*
- (iii) *That the school safety plan be reviewed and updated by March 1 of every year by the charter school*

Education Code Section 47605(c)(5)(F).

MWA maintains a comprehensive set of health, safety and risk management policies that are developed in consultation with the school’s insurance carriers and legal counsel. A full copy of MWA’s health and safety policies are available anytime to the CCCOE upon request.

In order to provide safety for all students and staff, the Charter School maintains and implements health, safety, and risk management policies and procedures in consultation with its insurance carriers and risk management experts. These procedures will be incorporated into the Charter School’s Student-Parent/Guardian and Personnel Handbooks and will be reviewed on an ongoing basis by the Chief Executive Officer and Board. The Charter School shall ensure that the staff is trained annually on these health and safety policies. A copy of these policies shall be provided to the County upon request.

The following is a summary of the health and safety policies of the Charter School:

Procedures Background Checks

As required by Education Code Sections 44237 and 45125.1, the Charter School shall require all employees of Charter School, all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite independent contractors or vendors having unsupervised contact with students, to submit to criminal background checks and fingerprinting. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. The Charter School shall maintain on file and available for inspection evidence that Charter School has performed criminal background checks and cleared for employment all employees prior to employment, and documentation that independent contractors and vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. The Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice to ensure the ongoing safety of its students. The Chief Executive Officer shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Board president will monitor the fingerprinting and background clearance of the Chief Executive Officer.

Role of Staff as Mandated Child Abuse Reporters

All employees will be mandated child abuse reporters (“mandated reporter”) and will follow all applicable reporting laws, the same policies and procedures used by the County. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

Tuberculosis Risk Assessment and Examination

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students, and for employees at least once each four years thereafter, as required by Education Code Section 49406.

Immunizations

All enrolled students will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7th grade students must be immunized with a pertussis (whooping cough) vaccine booster.

Medication in School

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members.

Vision, Hearing, and Scoliosis

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450, *et seq.*, as applicable to the grade levels served by the Charter School.

Diabetes

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

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

Suicide Prevention Policy

The Charter School shall maintain a policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy.

Access to Mental Health Services

The Charter School will comply with the requirements of Education Code Section 49428. At least twice every school year, the Charter School will notify parents/guardians and students about how to access mental health services on campus or in the community.

Prevention of Human Trafficking

The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6 through 12 of human trafficking prevention resources.

Menstrual Products

The Charter School shall stock the Charter School's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom.

The Charter School shall post a notice regarding the requirements of this paragraph in a prominent and conspicuous location in every restroom required to stock menstrual products. This notice shall include the text of Education Code Section 35292.6 and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.

Nutritionally Adequate Free or Reduced Price Meal

The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day.

California Healthy Youth Act

The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act (Education Code Section 51930, *et seq.*).

Immigration Policy

The Charter School will comply with the requirements of AB 699 (2017) by adopting policies consistent with the guidance and model policies published by the California Attorney General.

Bullying Prevention

The Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.

Athletic Programs

The Charter School shall comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but

not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients. In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator.

Sports Injuries

The Charter School shall comply with the requirements of Education Code Section 49475 regarding concussions/head injuries with respect to any athletic program offered by or on behalf of the Charter School.

School Safety Plan

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(J):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any school-wide dress code that prohibits students from wearing "gang-related apparel," if applicable
- procedures for safe ingress and egress of pupils, parents/guardians, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, and 47605
- procedures for conducting tactical responses to criminal incidents

The School Safety Plan shall be drafted specifically to the needs of the facility in conjunction with law enforcement and the Fire Marshal. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

Blood Borne Pathogens

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the workplace. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus and hepatitis B virus ("HBV"). Whenever exposed to blood or

other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug Alcohol, and Smoke Free Environment

The Charter School shall function as a drug, alcohol, and smoke-free environment.

Comprehensive Anti-Discrimination and Harassment Policies and Procedures

The Charter School is committed to providing a school that is free from discrimination and sexual harassment, as well as any harassment based upon as the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. The Charter School shall develop a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's discrimination and harassment policies.

A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired.

Family Educational Rights and Privacy Act

The Charter School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act at all times.

Facility Safety

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.

ELEMENT G: STUDENT POPULATION BALANCE

Commented [45]: @emartinez@mwacademy.org
Assigned to emartinez@mwacademy.org

Governing Law: *The means by which the charter school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5 that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school. - Education Code Section 47605(c)(5)(G).*

MWA is committed to creating a school community that reflects the diversity of the general population residing within the territorial jurisdiction of WCCUSD. MWA will strive to recruit students from a range of racial, ethnic, linguistic, ability, and socioeconomic backgrounds seeking opportunities to go to college.

The Charter School will maintain an accurate accounting of the balance of racial and ethnic students, students with disabilities, ELs and RFEPs, and SED students enrolled in the Charter School and will use this information to determine where additional outreach efforts are needed. In order to recruit students who are underrepresented in higher education, recruitment activities will focus on groups and gatherings. Ceiba is committed to being racially, ethnically, linguistically (including ELs and RFEPs), ability, and socioeconomically diverse. Recruitment materials will include information about admission application document requirements.

MWA intends to employ the following recruitment and outreach strategies in support of its commitment to ensuring a diverse student population reflective of the general population residing in the District:³

1. **Marketing Materials:** Design flyers and distribute informational materials to appeal to various racial, ethnic, ability and linguistic groups within the District. Flyers will be distributed at nearby apartment complexes, local markets/grocery stores, food banks, coffee shops, libraries, churches, elementary schools, and businesses. Post code mailers targeting zip codes which target zip codes with how to enroll. Advertisement in a family digital magazine. Materials will be developed in English and Spanish. Other languages will be added as the need arises.

2. **Host Community Events:** The Charter School will host 1-3 community events during the school year in preparation for open enrollment. Prospective Parent/Guardian events

Commented [46]: Is this accurate?

Commented [47]: During the open enrollment - Family Information Sessions.

Commented [48]: This is something we have done in the past but not recently, I don't think. Liz would know. Considered deleting but enrollment can vary year to year so not averse to keeping it in unless you think it would represent false advertising. Not sure if we will continue to do it but can't say we would never NOT do it again.

³ These strategies are subject to modification or suspension where they are infeasible or impractical due to public health restrictions, e.g., a pandemic, or disaster event.

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review the application process and information about the Charter School, includes a school tour, and includes break-out sessions for students to learn about the Charter School. The Principal, the Assistant Principals, and other staff answer individual questions of parents/guardians and students.

3. Advertising: The Charter School maintains its website (<https://www.makingwavesacademy.org/>). The website is bilingual equipped with Google Translate, and the documents for parents/guardians are in English and Spanish. The Charter School will issue press releases, advertise in newspaper publications, and radio stations as funding allows. The Charter School will also advertise in local publications specific to the target community.

4. Attend and Establish Presence at Community Events and Businesses: The Charter School will make meaningful efforts to establish visibility in the community. The Charter School team will plan to attend community events, various city events, and parks. The Charter School also sets up information tables/booths in high traffic and high visibility areas during well-attended local and regional community events, as well as at local businesses and restaurants.

5. Establish Partnerships with Community Organizations: The Charter School is always open to potential partnerships within the local and regional communities inclusive of Contra Costa College, Rotary Club, and other community organizations.

6. Social Media and Online Advertising: The Charter School also has a Facebook Page (XX) and Instagram (XX) and will continue to stay up to date with social media platforms.

7. Admission and Enrollment Process: The Charter School has an established admission and enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process.

- The development of promotional and informal material that appeals to all major racial and ethnic groups represented in the district, including materials in languages other than English to appeal to limited English proficient populations;
- Targeted meetings in multiple communities to reach prospective students and parents/guardians;
- The distribution of promotional and informational materials to a broad variety of community groups and agencies that serve the various racial, ethnic and interest groups represented in the district;
- Focused recruitment of groups that may be underrepresented among MWA's student population, using brochures, public meetings and door-to-door outreach;
- A random selection process that will be used each school year and a ranked waiting list that will be created to fill openings as they occur.

Because we seek a targeted student population whose families may not be reachable by traditional means, MWA plans to utilize direct outreach strategies such as direct mailing and community and home meetings targeted in specific communities in the Richmond area.

Commented [49]: Does MWA have social media platforms?

Commented [50]: No. We are adding a Parent Organizer to outreach to the families.

Commented [51]: Karen - Do we check . Increase. Community Activist

Commented [52]: Liz will know this one. I am not sure if we have a social media site that we maintain for this purpose.

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ELEMENT H: ADMISSION POLICIES AND PROCEDURES

Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). - Education Code Section 47605(c)(5)(H).

Making Waves Academy actively recruits a diverse student population. Students and families who understand and value the school's mission and are committed to the school's instructional and educational philosophy will be encouraged to apply.

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and shall not charge tuition or discriminate against any student based upon the characteristics listed in Section 220. The Charter School will adhere to all laws regarding the minimum and maximum age of students.

The Charter School shall admit all students who wish to attend the Charter School. There will not be a test or assessment administered to students prior to acceptance and enrollment into the Charter School. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of a pupil or the pupil's parent or guardian within the State, except as otherwise required by law. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

The Charter School shall not request or require submission of a student's IEP, Section 504 Plan, or any other record or related information prior to admission, participation in any admission or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), including pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation. Similarly, in accordance with Section 47605(e)(4)(C), the Charter School shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents/guardians.

McKinney-Vento Homeless Assistance Act

The Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child experiencing homelessness has equal access to the same public education as provided to other children. The Charter School will include specific information in its outreach materials and websites, and at community meetings, open forums, and regional center meetings, notifying parents/guardians that the Charter School is open to enroll and provide services for all students. This information shall include contact information to access additional information regarding enrollment.

Admission Process

The Charter School actively recruits a diverse student population from the District and surrounding areas. Admission to the school is open to any resident of the State of California. Prospective students and their parents or guardians are briefed regarding the school's instructional and operational philosophy and are informed of the school's student-related policies. The school has established an annual recruiting and admissions cycle, which includes the following: (1) outreach and marketing, (2) orientation sessions for parents/guardians and students, (3) an admission application period, (4) an admissions lottery if necessary, and (5) enrollment.

Making Waves Academy uses a lottery application form that gathers basic contact information through the Enroll WCC (West Contra Costa) consortium website which allows parents and guardians to apply to MWA and to a number of other West Contra Costa Charter Schools. Parents/guardians only need to complete one form and apply to multiple charters. Included with the application form will be an information sheet detailing the educational philosophy, discipline policy and parent/guardian participation plan of the Making Waves Academy. Parents/guardians must sign the application form and will be encouraged to sign the information sheet signifying that they agree to sign a parent/guardian contract to abide by those policies should their child be admitted to the school.

1. B. Public Random Lottery

Applications are accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Admission criteria are developed on a non-discriminatory basis. The school is open to all students currently in the fourth grade who are scheduled to enter the 5th grade in the Fall. Admission priorities are given in the following order:

1. Students who are **siblings**⁴ of students who are currently enrolled at Making Waves Academy (sibling enrollment will be capped at 30% of the available spots).
2. Students who are **children**⁵ of Making Waves Academy employees.
3. Students who are **eligible for Free and Reduced Price Meal ("FRPM") who reside within West Contra Costa Unified School District** attendance boundaries.

⁴ A sibling is defined as a biological/adoptive sibling, step sibling, or foster child residing within the same household.

⁵ Making Waves Academy employees refers to full-time faculty and staff who, by December of their second year, will have been a full-time employee at Making Waves Academy for at least 12 months.

Commented [53]: @emartinez@mwacademy.org determine percentage cap for this and for employees. Assigned to emartinez@mwacademy.org_

Commented [54]: Talked briefly with Alicia in advance of our meeting with board members. I suggested a way to think about it is to anchor a cap for sibling enrollment that is aligned with a set percentage of the incoming class (1/4 or 1/3) in order to expand the opportunity for more non-siblings and potentially get closer to matching the racial and ethnic demographics of Richmond.

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4. All other **students eligible for FRPM who reside within Contra Costa County.**
5. Students who are currently enrolled in or who reside in the elementary school attendance area of the local public elementary school (Tara Hills) where the Charter School is located (for purposes of the SB 740 Charter School Facility Grant Program).
6. All other students who reside in the West Contra Costa Unified School District attendance boundaries.
7. All other eligible applicants.

At the conclusion of the lottery, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This waitlist will allow students the option of enrollment in the case of an opening during the current school year.

After the lottery, families receive their official enrollment forms and are informed of the enrollment process detailed below. If the number of applications does not exceed the number of spaces in the school there will be no lottery, and all students who submitted complete applications and completed the admissions process described above will be enrolled.

Currently enrolled students will not participate in the lottery as they are automatically reserved a space for the following year.

The Enrollment Process

Each spring, after the lottery for selection, the school holds orientation meetings for parents/guardians. Parents/guardians who cannot make this meeting must make a personal appointment with the MWA's Division Director or designee to address the information covered in the meeting. At the orientation meeting, staff and parents/guardians review school policies and are asked to sign the family-school contract and official enrollment papers. The contract is an agreement to abide by the academic and behavioral rules of the school. Parents/guardians are asked to sign the contract stating that they understand the academic and behavior policies of Making Waves Academy and will support those policies at home and will work to ensure that their children abide by the rules of the school.

The enrollment packet also includes information such as an immunization record and a list of emergency contacts.

The Re-Enrollment Process

Caroline researching options for re-enrollment for students who voluntarily transfer out but then want to return.

No Admission Testing

MWA has no admissions testing. Once a prospective student's family has decided to

Commented [CN55]: Janelle, is there any way to do this without them going through the WCC Lottery? They only bring in kids in grade 6 and grade 9, but especially after a semester or two at a different HS, they want to come back. Can they do a lottery for 9.5 and grade 10 returning students?

Commented [56]: @drcnwesley@gmail.com
Assigned to drcnwesley@gmail.com_

Making Waves Academy

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enroll after the lottery and first family meeting, Making Waves Academy gives a series of grade-level knowledge-based examinations, which allows the faculty to assess the student's readiness for the grade of entrance. These instruments aid in the development of individualized learning plans for our students. Children who are working below grade-level or simply need a little extra help will be asked to attend summer and after school programs designed to address any deficiencies.

ELEMENT I: ANNUAL INDEPENDENT FINANCIAL AUDITS

Governing Law: The manner in which an annual, independent financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. - Education Code Section 47605(c)(5)(l).

An annual independent financial audit of the books and records of MWA shall be conducted as required by Education Code Sections 47605(b)(5)(l) and 47605(m).

The MWA Board of Directors has an audit/finance committee to oversee the selection of an independent auditor and the completion of an annual audit of the school's financial affairs. The auditor shall be experienced with conducting audits of educational entities and education finance, including charter schools. The members of the audit committee do not have a direct, personal financial stake in matters audited. The scope of the audit shall review and verify the accuracy of the school's financial statements, average daily attendance and enrollment accounting practices, and reviews the school's internal controls. Audits will be conducted in accordance with generally accepted accounting principles applicable to the school including provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the scope of the audit shall include items and processes specified in any applicable Office of Management and Budget Circulars.

The annual audit shall be completed and forwarded to the Superintendent of the CCCOE, the State Controller and the California Department of Education by the 15th of December of each year. The school's audit committee shall review any audit exceptions or deficiencies and report to the MWA Board of Directors with recommendations on how to resolve them. The Board will report to the CCCOE regarding how the exceptions and deficiencies have been or will be resolved to the satisfaction of the CCCOE, along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

Any disputes regarding the resolution of audit exceptions and deficiencies shall be referred to the dispute resolution process contained in the dispute resolution process as outlined in this Charter. Audit exceptions shall be addressed within thirty (30) days of their receipt.

The independent financial audit of MWA is a public record to be provided to the public upon request.

ELEMENT J: STUDENT SUSPENSION AND EXPULSION PROCEDURES

Commented [57]: @emartinez@mwacademy.org
Assigned to emartinez@mwacademy.org

Governing Law: The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

- (i) For suspensions of fewer than 10 days, provide oral or written notice of the charges against the pupil and, if the pupil denies the charges, an explanation of the evidence that supports the charges and an opportunity for the pupil to present the pupil's side of the story.*
- (ii) For suspensions of 10 days or more and all other expulsions for disciplinary reasons, both of the following:*
 - (I) Provide timely, written notice of the charges against the pupil and an explanation of the pupil's basic rights.*
 - (II) Provide a hearing adjudicated by a neutral officer within a reasonable number of days at which the pupil has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the pupil has the right to bring legal counsel or an advocate.*
- (iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five school days before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil's parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil's educational rights holder, and shall inform the pupil, the pupil's parent or guardian, or the pupil's educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil's parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii). - Education Code Section 47605(c)(5)(J).*

A. General Principles

The Charter School shall provide due process for all students, including adequate and timely notice to parents/guardians and students of the grounds for all suspension, expulsion, and involuntary removal recommendations and decisions and their due process rights regarding suspensions, expulsions and involuntary removals.

MWA is committed to educating students in an environment of safety, discipline and high achievement for all students. As a result, MWA makes significant efforts to help students understand the rules of comportment at MWA: the self-discipline necessary for success in school and the community, and the way to interact with other students, staff and community members in a respectful and positive manner.

MWA develops and maintains a comprehensive set of student discipline policies. These policies are printed and distributed as part of the school's Student-Parent/Guardian Handbook. This handbook is available in English and Spanish and clearly describes the school's expectations regarding attendance, mutual respect, work habits, safety, fighting, violence and substance use, as well as MWA's policies regarding the grounds for suspension and expulsion. Each student and their parent or guardian is required to verify that they have reviewed and understand the policies prior to enrollment. MWA's Board, staff and school community reviews our comporment policy each year.

MWA has increased its use of restorative justice practices to replace suspensions. The aim is to help students identify and understand some of the motivations behind their choices. Restorative circles and conferences are aimed at addressing communication issues, personal injuries, and social emotional development. MWA mixes a combination of traditional discipline practices and increasing restorative justice practices. B. School Climate and Student Discipline System

Commented [58]: Add internal PBIS system.

C. Suspension and Expulsion Policy and Procedures

The Pupil Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.*, which describe the offenses for which students at non-charter schools' may be suspended or expelled and the procedures governing those suspensions and expulsions to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions and involuntary removal, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student Handbook which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians

are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the Charter School's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the applicable provisions of the Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according to due process to such students.

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) school days before the effective date of the action. The written notice shall be in the native language of the student or the student's parent/guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below. Students may be involuntarily removed for reasons including, but not limited to, failure to comply with the terms of the student's independent study Master Agreement pursuant to Education Code Section 51747(c)(4).

D. Procedures

In-School Suspension

During an in-school suspension, the student is sent to another classroom or room within the school site for one or more class periods where the student is supervised by an adult and required to complete the student's class work. Parents are notified via telephone of

an in-school suspension. In-school suspensions shall not exceed 2 days per incident and a total of 10 days per student per year.

Suspension and Expulsion

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at the Charter School or a Charter School sponsored event, occurring at any time including but not limited to:

- a) while on school grounds;
- b) while going to or coming from school;
- c) during the lunch period, whether on or off the school campus; or
- d) during, going to, or coming from a school-sponsored activity.

E. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
 - g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
 - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This

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section does not prohibit the use of the student's own prescription products by a student.

- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. This provision shall only apply to students in any of grades 9-12, inclusive.
- l) Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
- m) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- q) Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in

Commented [59]: Given the recent issue with a replica gun that was a BB gun, do we want to add or can we add how we want to treat guns/replica weapons that project items with some degree of force (typically non-lethal but...)?

Commented [60]: Since marijuana is medically legal, do we need to provide any language in our student handbook or staff handbook about the use of these items on campus or being under the influence of them while on campus or carrying out school responsibilities.

which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.

- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) rights by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.

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- ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) **“Electronic Act”** means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another pupil would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

Commented [61]: Should we expand this to include "plagiarism" using AI or the use of inappropriate images generated by AI to harass or harm others?

- (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
- w) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Chief Executive Officer or designee's concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Chief Executive Officer or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.

- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of the student's own prescription products by a student.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.

- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, "hazing" means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, "hazing" does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family's safety, or for the protection of school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) rights by creating an intimidating

or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.

t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.

1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
- ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
- iii. Causing a reasonable student to experience substantial interference with their academic performance.
- iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

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

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

Commented [62]: Same as question above here.

would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - u) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
 - v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Chief Executive Officer or designee's concurrence.
4. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Chief Executive Officer or designee's concurrence.
- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.

If it is determined by the Administrative Panel and/or Board that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994.

The Charter School will use the following definitions:

- The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.
- The term "destructive device" means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb, (B) grenade, (C) rocket having a propellant charge of more than four ounces, (D) missile having an explosive or incendiary charge of more than one-quarter ounce, (E) mine, or (F) device similar to any of the devices described in the preceding clauses.

F. Suspension Process

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Chief Executive Officer or designee with the student and the student's parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Chief Executive Officer or designee.

The conference may be omitted if the Chief Executive Officer or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date the student may return to school following the suspension. In addition, the notice may also state the time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Chief Executive Officer or designee, the student and the student's parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parent/guardian, unless the student and the student's parent/guardian fail to attend the conference.

The Chief Executive Officer or designee upon either of the following will make this determination: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

4. Homework Assignments During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

G. Expulsion Process

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial Charter School Board following a hearing before it or upon the recommendation of a Hearing Officer or an Administrative Panel, to be assigned by the Board as needed. The Hearing Officer shall be assigned at the start of the school year and neither a teacher of the student nor a member of the Board. The Administrative Panel shall consist of at least three (3) members who are certificated and neither a teacher of the student nor a member of the Board. Each entity shall be presided over by a designated neutral hearing chairperson. The Hearing Officer or Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Chief Executive Officer or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

In the event a Hearing Officer or an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all student confidentiality rules under FERPA) unless the student makes a written request for a public hearing in open session three (3)

days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

H. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery

Offenses. The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent, guardian, or legal counsel; and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.

3. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which the complaining witness may leave the hearing room.
4. The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours the complaining witness is normally in school, if there is no good cause to take the testimony during other hours.
6. Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany the complaining witness to the witness stand.
7. If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The person presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believes is prompting, swaying, or influencing the witness.
8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstance can be

made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, guardian, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

Record of Hearing. A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Presentation of Evidence. While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

Expulsion Decision. The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board, which will make a final determination regarding the expulsion. The Board shall make the final determination regarding the expulsion within ten (10) school days following the conclusion of the hearing. The decision of the Board.

If the Administrative Panel decides not to recommend expulsion or the Board ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

Written Notice to Expel. The Chief Executive Officer or designee, following a decision of the Board to expel, shall send written notice of the decision to expel, including the Board's adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Chief Executive Officer or designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a)

The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records. The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the chartering authority upon request.

No Right to Appeal. The student shall have no right of appeal from expulsion from the Charter School as the Charter School Board's decision to expel shall be final.

Expelled Pupils/Alternative Education. Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

Rehabilitation Plans. Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one (1) year from the date of expulsion when the student may reapply to the Charter School for readmission.

Readmission or Admission of Previously Expelled Student. The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board following a meeting with the Chief Executive Officer or designee and the student and student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Chief Executive Officer or designee shall make a recommendation to the Board following the meeting regarding the Chief Executive Officer's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

Notice to Teachers. The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

I. Special Procedures for Consideration of Suspension, Expulsion, or Involuntary Removal of Students with Disabilities

Notification of the District and the SELPA. The Charter School shall immediately notify the District and the SELPA and coordinate the procedures in this policy with the District of the discipline of any student with a disability or student who the Charter School or District would be deemed to have knowledge that the student had a disability.

1. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change in placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

- a. Procedural Safeguards/Manifestation Determination.
- b. Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent/guardian, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents/guardians to determine:
 - i. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
 - ii. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

2. If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

3. If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and

- c. Return the child to the placement from which the child was removed, unless the parent/guardian and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.
4. If the Charter School, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

Due Process Appeals. The parent/guardian of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education by utilizing the dispute provisions of the IEP/504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent/guardian or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law including 10 U.S.C. Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent/guardian and the Charter School agree otherwise.

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

Special Circumstances. Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

Interim Placement. The Chief Executive Officer or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

Interim Alternative Educational Setting. The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

Procedures for Students Not Yet Eligible for Special Education Services. A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

1. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
2. The parent/guardian has requested an evaluation of the child.
3. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents/guardians; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent/guardian has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

Notification of the District. Upon expelling any student, the Charter School shall notify the District immediately or as soon as practicable. Such notice shall include:

- completed expulsion documentation as required from the District

- documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School's policies and procedures were followed
- copy of parental notice of expulsion hearing
- copy of expulsion notice provided to parent/guardian stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions
- for providing proof of student's compliance for reinstatement, appeal process, and
- options for enrollment
- if the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA
- if the student is eligible for Section 504 accommodations, documentation that The Charter School conducted a manifestation determination meeting to address two questions:
 - Was the misconduct caused by, or directly and substantially related to the student's disability?
 - Was the misconduct a direct result of Charter School's failure to implement 504 Plan?

This notice will be sent to the student's district of residence. If the student is a resident of a school district other than the District, The Charter School must notify the Superintendent of the student's district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, the Charter School shall forward student records no later than 10 school days from the date of the request as stated in Education Code sections 49068 (b).

Outcome Data. The Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, and reinstatements, and make such outcome data readily available to the County upon request.

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ELEMENT K: EMPLOYEE RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal social security. - Education Code Section 47605(c)(5)(K).

The Charter School's certificated staff shall participate in the State Teacher Retirement System ("STRS") and classified/non-certificated staff shall participate in the federal social security system. The MWA Board reserves the right to offer additional or supplemental retirement programs if the Board determines it is in the best interest of the staff and the school as a whole. The Charter School may elect to participate in 403(b) or 401(k) plans and will coordinate such participation, as appropriate, with the federal social security system for eligible employees. The Charter School shall make all employer contributions required by STRS and Social Security, and employer contributions required for Workers' Compensation Insurance, Unemployment Insurance, and other applicable payroll benefits. In accordance with Education Code Section 47611.3, the CCCOE shall create any reports required by STRS. At CCCOE's request, the MWA shall pay the CCCOE a reasonable fee for the provision of such services.

MWA uses a salary schedule to help guide salary offers as well as a competitive and generous benefits package for health and retirement. The salary levels are consistent and competitive with the surrounding school districts.

The Chief Executive Officer, with approval from the MWA Board, has the authority to determine the salary and benefit levels, working conditions and work-year characteristics (e.g., length of year and day, vacation policies, etc.) for all employees. This approach enables MWA to attract and retain high caliber employees necessary for MWA's success.

Commented [63]: Specific Person at MWA?

Commented [64]: Not sure who, but likely our CFO, Wallace Wei, can answer.

Commented [65]: Is this still accurate? Or required?

Commented [66]: Yes, I believe this is still true.

ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for students residing within the school district who choose not to attend charter schools. - Education Code Section 47605(c)(5)(L).

Making Waves Academy is a school of choice. No student is required to attend the Charter School. Students who reside within the District who choose not to attend MWA may attend school within the District according to District policy or at another school district or school within the District through the District’s intra- and inter-district transfer policies. Parents and guardians of each student enrolled in MWA will be informed on admissions forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in MWA, except to the extent that such a right is extended by the local education agency.

ELEMENT M: RETURN RIGHTS OF EMPLOYEES

Governing Law: The rights of an employee of the school district upon leaving employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school. - Education Code Section 47605(c)(5)(M).

MWA employees are not subject to District or CCCOE transfers without written consent of that employee. No employee of a public school district or county office of education shall be required to work at MWA. Employees of the District or CCCOE who choose to leave the employment of the District or CCCOE to work at MWA will have no automatic rights of return to the District or CCCOE after employment by MWA unless specifically granted by the District or CCCOE through a leave of absence or other agreement. MWA employees shall have any right upon leaving the District or CCCOE to work in MWA that the District or CCCOE may specify (to include whether employees will continue to earn service credit in the District or CCCOE), any rights of return to employment in a school district after employment in MWA that the District or CCCOE may specify, and any other rights upon leaving employment to work at MWA that the District or CCCOE determines to be reasonable and not in conflict with any law. Any District or CCCOE employee who is offered employment and chooses to work at MWA shall not be covered by the District or CCCOE collective bargaining agreement.

MWA adopted comprehensive personnel policies and procedures, approved by the MWA Board of Directors that is provided to each employee upon hire. These policies set forth personnel obligations, rights, responsibilities, complaint procedures, discipline procedures and other pertinent policies essential to preserving a safe and harmonious work environment. The Chief Executive Officer is responsible for resolving complaints and grievances and administering any personnel discipline, in accordance with these policies.

Sick leave is eligible for transfer to the Charter School within one year of the hire date, but vacation or years of service credit at the District, CCCOE, or any other school district will not be transferred to the Charter School. Employment by MWA provides no rights of employment at any other entity, including any rights in the case of closure of MWA.

Commented [67]: Is this accurate?

Commented [68]: No, we recently did start accepting and processing transfers for sick leave I believe.
@fcampbell@mwacademy.org please update.

ELEMENT N: DISPUTE RESOLUTION

Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. - Education Code Section 47605(c)(5)(N).

Intent

The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the school's policies, (2) minimize the oversight burden on CCCOE, (3) ensure a fair and timely resolution of disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

Public Comments

The staff and Board of Directors of MWA and the CCCOE agree to attempt to resolve all disputes regarding this Charter pursuant to the terms of this section.

Disputes Arising from Within the Charter School

Disputes arising from within the Charter School, including all disputes among and between MWA students, staff, parents/guardians, volunteers, advisors, and partner organizations and Board of Directors of the school, shall be resolved by MWA and the Board of Directors pursuant to policies and procedures developed by the MWA Board of Directors. MWA shall also maintain a Uniform Complaint Policy and Procedures ("UCP") as required by state law. A copy of the Charter School's general complaint policy, UCP, and internal dispute resolution process will be provided to parents/guardians and students in the Student-Parent/Guardian Handbook and to board members, staff, and volunteers in the Personnel Handbook. A description of the UCP is posted on the Charter School's website for the community.

The CCCOE shall not intervene in any such internal disputes without the consent of the MWA Board of Directors and shall promptly refer any complaints or reports regarding such disputes to the president of the Board of Directors and/or the MWA Chief Executive Officer for resolution pursuant to MWA's policies. The CCCOE agrees not to intervene or become involved in the dispute unless the dispute has given the CCCOE reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the MWA Board of Directors has requested the CCCOE to intervene in the dispute.

Disputes Between the Charter School and the CCCOE

MWA and the CCCOE will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures. In the event that MWA and the CCCOE have disputes regarding the terms of this charter or any other issue regarding MWA, both parties agree to follow the process outlined below.

In the event of a dispute between MWA and the CCCOE, the staff and Board of Directors of MWA and CCCOE agree to first frame the issue in written format ("dispute statement")

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and refer the issue to the CCCOE Superintendent and the MWA Chief Executive Officer, or their respective designees. In the event that the County Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, MWA requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the CCCOE to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to CCCOE's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The CCCOE Superintendent and the MWA Chief Executive Officer, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from the receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two board members from their respective boards who shall jointly meet with the CCCOE Superintendent and the MWA Chief Executive Officer, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the CCCOE Superintendent and the MWA Chief Executive Officer, or their respective designees, shall meet to jointly identify a neutral, third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the CCCOE Superintendent and the MWA Chief Executive Officer, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between CCCOE and MWA. The CCCOE and MWA shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the mediator shall be non-binding, unless the boards of the CCCOE and MWA jointly agree to bind themselves. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the CCCOE and MWA. In addition, the dispute is not required to be referred to mediation in those cases where the CCCOE determines the violation constitutes a severe and imminent threat to the health and safety of the Charter School's pupils.

Oversight, Reporting, Revocation, and Renewal

Pursuant to Education Code Section 47607(a)(5), the CCCOE may inspect or observe any part of the charter school at any time. MWA agrees to respond promptly to all reasonable inquiries, including inquiries regarding its financial records.

ELEMENT O: CLOSURE PROCEDURES

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of student records. - Education Code Section 47605(c)(5)(O).

1. Closure Action and Notifications

Closure of MWA will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

MWA shall promptly notify parents/guardians and students of MWA, the Contra Costa County Office of Education, MWA's SELPA, the retirement systems in which MWA's employees participate (e.g., State Teachers' Retirement System and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements. This notice will be provided promptly following the Board's decision to close MWA.

MWA shall ensure that the notification to the parents/guardians and students of the Charter School of the closure provides information to assist parents/guardians and students in locating suitable alternative programs. MWA will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

2. Student and School Records Retention and Transfer

As applicable, MWA shall provide parents/guardians, students and CCCOE with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act. MWA will ask CCCOE to store original records of Charter School students. All MWA student records shall be transferred to CCCOE upon closure. If CCCOE will not or cannot store the records, MWA shall work with CCCOE to determine a suitable alternative location for storage. All State assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

3. Financial Close-Out

As soon as reasonably practical, MWA will prepare final financial records. MWA shall commission an independent audit of MWA finances to be completed within six (6) months after closure. MWA will pay for the final audit. The audit will be prepared by a qualified

Commented [69]: @emartinez@mwacademy.org
review against board policy
Assigned to emartinez@mwacademy.org

Certified Public Accountant selected by MWA and will be provided to CCCOE promptly upon its completion. This may coincide with the regular required annual audit of the school. The purpose of the audit is to determine the net assets or net liabilities of the Charter School. The assessment would include an accounting of all financial assets, including cash and accounts receivable, and an inventory of property, equipment, and other items of material value, an accounting of liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the charter school.

The Charter will complete and file any annual reports required pursuant to Education Code section 47604.33.

4. Dissolution of Assets

Upon completion of the closeout audit, MWA shall make payment of all remaining liabilities, if any. Any unrestricted assets of MWA shall be liquidated to pay off any outstanding liabilities. In the event that MWA is unable to make payment of all liabilities Making Waves Education Program shall pay said remaining liabilities in full.

On closure of MWA, all assets of MWA, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending MWA, remain the sole property of the nonprofit public benefit corporation and, upon the dissolution of the nonprofit public benefit corporation, shall be distributed in accordance with the laws and regulations in force that govern the dissolution of non-profit public benefit corporations. MWA will comply with all portions of EC 47605 (b)(5)(P), including the requirement that there shall be "a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records." Any assets acquired from the District or CCCOE or District or CCCOE property will be promptly returned upon MWA's closure to the District or CCCOE, as appropriate. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

MWA shall remain solely responsible for all liabilities arising from the operation of MWA. Accordingly, MWA will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

As MWA is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of MWA, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

MISCELLANEOUS CHARTER PROVISIONS

A. Budgets

Governing Law: *The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cash flow and financial projections for the first three years of operation. - Education Code Section 47605(h).*

Financial Plan

A financial plan for the school is attached, including MWA’s budget and cash flow for the next three years of operation. Some of the most basic assumptions include:

- Number of students added each year through the lottery
- Average Daily Attendance (ADA) rate
- Receiving SB 740 rent reimbursement program revenues
- Through LCFF, MWA should receive a high level of revenue based on having a high percentage of students eligible for free/reduced priced meals (70%-80%) and a high percentage of English Language Learners

John and Regina Scully, the founders of the Making Waves Education Program, provides funds, as needed, on a cash flow basis to cover the difference between other cash receipts and cash disbursement requirements. **B. Financial Reporting**

Budget and Financial Reporting Schedule

MWA shall provide reports to the County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the County:

- On or before July 1st, a preliminary budget for the current fiscal year;
- On or before July 1st, an annual update to the LCAP required pursuant to Education Code Section 47606.5;
- On or before December 15th, an interim financial report which reflects changes to the final budget through October 31st. Additionally, on December 15, a copy of the Charter School’s annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, California Department of Education, and County Superintendent of Schools;
- On or before March 15th, a second interim financial report which reflects changes to the final budget through January 31st;
- On or before September 15th, a final unaudited financial report for the prior full fiscal year. The report submitted to the County shall include an annual statement of all the Charter School’s receipts and expenditures for the preceding fiscal year.

Local Control Accountability Plan/WASC Plan

Through the implementation of the Western Association of Schools & Colleges (WASC) plan and Local Control Accountability Plan (LCAP), MWA engages in authentic

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stakeholder reviews and input on everything from budget to facilities and curriculum. MWA utilizes its LCAP Advisory Group as a critical stakeholder review group that reviews, informs, and recommends expenditures as part of the budget development and approval process. The MWA Board of Directors approves budgets upon recommendations from the Finance Advisory Committee for Making Waves and the MWA LCAP Advisory Group. The mid-year LCAP review, curriculum review, and WASC review act as internally driven “programmatic audits” assessing progress against designated goals.

Other Financial Reports

- MWA implements an attendance recording and accounting system which complies with state law.
- MWA is a directly funded charter school. MWA deposits its funds in a non-speculative and federally insured bank account for use by the school.
- MWA provides the following reports that are required by law: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, the School Accountability Report Card (SARC), and the Local Control Accountability Plan (LCAP).

MWA agrees to and submits to the right of the CCCOE to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, MWA shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from CCCOE. MWA shall comply with Education Code Section 476304.4 related to the County Superintendent’s authority to monitor and investigate charter schools.

C. Insurance

CCCOE shall not be required to provide coverage to MWA under any of the CCCOE’s self-insured programs or commercial insurance policies. MWA shall secure and maintain, as a minimum, insurance as set forth below to protect MWA from claims which may arise from its operations. The following insurance policies are required:

- Workers’ Compensation Insurance in accordance with provisions of the California Labor Code, adequate to protect MWA from claims under Workers’ Compensation Acts, which may arise from its operations;
- General Liability, Comprehensive Bodily Injury and Property Damage Liability for combined single limit coverage of not less than \$2,000,000 for each occurrence. The policy shall be endorsed to name CCCOE as an additional insured.

Insurance Certificates

MWA keeps on file certificates signed by an authorized representative of the insurance carrier. Certificates shall be endorsed as follows: The insurance afforded by this policy shall not be suspended, canceled, reduced in coverage or limits or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CCCOE. Facsimile or reproduced signatures are not acceptable. The CCCOE reserves the right to require complete certified copies of the required insurance policies.

Optional Insurance

Should MWA deem it prudent and/or desirable to have insurance coverage for damage or theft to school, employee or student property, for student accidents, or any other type of insurance coverage not listed above, such insurance shall not be provided by the CCCOE, and its purchase shall be the responsibility of the charter school.

Indemnification

With respect to its operations under this Charter, MWA shall, to the fullest extent permitted by law, hold harmless, indemnify and defend the CCCOE, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs including, without limitation, attorneys' fees and costs arising out of injury to any persons, including death or damage to any property caused by, connected with or attributable to the willful misconduct, negligent acts, errors or omissions of MWA or its officers, employees, agents and consultants, excepting only those claims, demands, actions, suits, losses, liability expenses and costs caused by the negligence or willful misconduct of the CCCOE, its officers, directors and employees. The CCCOE shall be named as an additional insured under all insurance carried on behalf of MWA as outlined above.

D. Administrative Services

Governing Law: The manner in which administrative services of the charter school are to be provided. - Education Code Section 47605(h).

Under the approval of our Chief Executive Officer and under the direction of our Chief Financial Officer, the business office includes the following members who provide administrative support: a full time Controller and one full time Accounts Payable/Payroll Clerk. In addition, MWA consults with EdTec Inc., a charter school consulting firm.

MWA uses a SACS-compliant chart of accounts using accounting software package adapted for school use. The current Controller has been an employee of the organization for the entire ten years that MWA has been in operation and is well-versed in proper financial controls systems and financial reporting to the charter authorizer (CCCOE) and the California Department of Education. MWA has utilized an outside payroll vendor (Paychex) in the past. During the 2016-17 school year, Making Waves launched a comprehensive payroll and HRIS platform system called Kronos. This system is compatible with our bank and other vendors to arrange for proper tax withholdings and payroll deductions. MWA has successfully and consistently coordinated with the CCCOE to report pertinent STRS payroll data. The CCCOE may request a reasonable fee for coordinating this transfer of data. The school offers a comprehensive health and benefits plan from local vendors with a variety of options for MWA employees to choose from (e.g., HMP and PPO as well as flexible spending benefit accounts).

Making Waves Academy

2025-2030

E. Facilities

Governing Law: The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. - Education Code Section 47605(h).

Our current facilities are located at 4123 and 4130 Lakeside Drive and at 2900 Technology Court Richmond, California 94806. The school facilities comprise more than adequate classroom space for all core classes and has several areas designated for specialized classes and programs as designated in the petition. Owned by Making Waves Education Foundation, the school facilities are leased to MWA at below market cost (see budget). The facilities meet all applicable state and federal codes. MWA is responsible for routine maintenance of the facilities, including janitorial, grounds-keeping and utility costs.

G. Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. - Education Code Section 47605(h).

MWA is operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. MWA shall work diligently to assist CCCOE in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other CCCOE-requested protocol to ensure CCCOE shall not be liable for the operation of MWA.

Further, MWA and CCCOE may enter into a memorandum of understanding, wherein the Charter School shall indemnify CCCOE for the actions of MWA under this charter.

The corporate bylaws of MWA shall provide for indemnification of MWA's Board, officers, agents, and employees, and MWA will maintain general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts shall be determined by recommendation of CCCOE and MWA's insurance company for schools of similar size, location, and student population. CCCOE shall be named an additional insured on the general liability insurance of MWA.

The MWA Board shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

H. Other

Term

The term of this Renewal Charter shall be July 1, 2025 through June 30, 2030.

Revisions

Material revisions of the provisions contained in this Charter may be made in writing with the mutual consent of the CCCOE and the MWA Board of Directors. Material revisions and amendments shall be made pursuant to the standards, criteria and timelines in Education Code Section 47605; provided, however, that MWA shall not be required to obtain petition signatures prior to making material amendments to the charter petition.

Severability

The terms of this Charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the respective boards of MWA and CCCOE. The CCCOE and MWA agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

Communication

All official communication between MWA and the CCCOE will be sent via first class mail or other appropriate means to the Charter School Chief Executive Officer and the Superintendent of the CCCOE.

APPENDICES

- A. Historical Student Enrollment and Student Achievement Data
- B. CAASPP Data
- C. Core Day Courses, Schedules, and Calendar
- D. LCAP Goals for 2024-2027
- E. Summary of LCAP Goals
- F. MWA Articles of Incorporation, Bylaws, and Conflict of Interest Code
- G. Budget

Acct #	Account/Title	FY2025	FY2026	FY2027
Income				
8011	State Aid - General Apportionment	8,077,681	7,885,472	8,275,709
8012	Education Protection Account Entitlement	3,462,646	3,380,252	3,547,534
8096	In Lieu of Property Taxes	3,436,228	3,354,463	3,520,469
8181	Special Education - Federal	166,981	163,008	171,075
8220	Child Nutrition Programs - Fed	160,000	156,193	163,922
8230	Homeless Children and Youth II	3,670	-	-
8263	Federal - ESSER Funding III	61,415	-	-
8290	Federal Title I - Basic Grant	356,954	348,460	365,705
8295	Federal Title II - Teacher and Principal Training	49,138	47,969	50,343
8296	Federal Title III - LEP	44,766	43,701	45,863
8297	Federal Title IV - Part A - Student Support	24,000	23,429	24,588
8311	State - Special Education	921,742	899,809	944,339
8313	State - Special Education - Level 2 Mental Health	53,300	52,032	54,607
8314	State - Special Education - Level 3 Mental Health	43,008	41,985	44,062
8520	Child Nutrition Programs - State	150,000	146,431	153,677
8526	Expanded Learning Opportunities Program (ELOP)	332,310	324,403	340,457
8527	Educator Effectiveness	40,000	39,048	-
8531	Arts, Music, and Instructional Materials Discretionary	312,247	304,817	-
8532	Learning Recovery Emergency Block Grant	408,543	398,822	418,559
8545	School Facilities Lease Rmbsmnt SB740	1,449,660	1,415,165	1,485,199
8550	Mandate Block Grand Funding CA	38,516	37,600	39,460
8560	State Lottery	258,681	252,526	265,023
8590	Other St Income (Arts&Music)	11,888	11,605	12,179
8621	Measure G Parcel Tax	311,751	304,333	319,394
8810	Interest Income	210,000	150,000	100,000
8980	Contribution - Unrestricted	660,000	410,000	160,000
8981	John Regina Scully (JRS)	8,375,224	10,077,787	10,618,796
8986	School Supplies	6,000	5,857	6,147
8988	In-Kind Donations	9,000	8,786	9,221
Total Income		29,435,349	30,283,949	31,136,328

Acct #	Account/Title	FY2025	FY2026	FY2027
Expenses				
1100	Teacher Salaries	5,593,993	5,761,813	5,934,667
1103	Substitute Teacher Salaries	432,472	445,446	458,810
1200	Certificated Pupil Support	799,692	823,683	848,393
1300	Certificated Supervisor & Administrator Salaries	1,909,327	1,966,607	2,025,605
1409	Certificated Special Temporary COLA Bonus	1,836,000	1,891,080	1,947,812
1900	Certificated Other Salaries	282,834	291,319	300,059
2100	Classified Instructional Aide Salaries	739,004	761,174	784,009
2200	Classified Support Staff Salaries	924,289	952,018	980,578
2300	Classified Supervisor & Administrator Salaries	450,148	463,652	477,562
2400	Classified Clerical and Office Salaries	793,995	817,815	842,349
2900	Classified Other Salaries	272,126	280,290	288,698
	Total Salaries	14,033,880	14,454,896	14,888,543
3101	Certificated STRS	1,694,489	1,745,323	1,797,683
3301	Certificated Social Security/Medicare	471,468	485,612	500,181
3401	Certificated Health & Welfare Benefits	2,165,709	2,230,681	2,297,601
3501	Certificated Unemployment Insurance	70,169	72,274	74,443
3601	Certificated Workers Comp Insurance	182,440	187,914	193,551
3701	Certificated Retirement Match	115,647	119,117	122,690
3999	Accrued Paid Time Off	62,091	63,954	65,872
	Total Benefits	4,762,015	4,904,875	5,052,021
	Total Salaries & Benefits	18,795,895	19,359,771	19,940,565
4100	Approved Textbooks and Core Curricula Materials	167,135	172,149	177,314
4200	Books and Other Reference Materials	2,900	2,987	3,077
4315	Custodial Supplies	65,000	66,950	68,959
4325	Instructional Materials & Supplies	376,226	387,513	399,138
4330	Office Supplies	800	824	849
4410	Furniture, Equipment & Supplies (non-capitalized)	83,500	86,005	88,585
4420	Computers and IT Supplies (non-capitalized)	245,910	253,287	260,886
4710	Student Food Services	317,000	326,510	336,305
4910	Emergency Supplies	5,950	6,129	6,312
4990	Contingency	12,000	12,360	12,731
	Total Supplies	1,276,421	1,314,714	1,354,155
5210	Conference Fees	121,950	125,609	129,377
5215	Travel - Mileage, Parking, Tolls	9,725	10,017	10,317
5220	Travel - Airfare & Lodging	32,025	32,986	33,975
5225	Travel - Meals & Entertainment	20,450	21,064	21,695
5305	Professional Dues & Memberships	20,800	21,424	22,067
5421	General Liability Insurance	484,212	498,738	513,700
5510	Utilities - Gas and Electric	505,500	520,665	536,285
5515	Janitorial & Gardening Services	602,862	620,948	639,576
5525	Utilities - Waste	60,000	61,800	63,654
5530	Utilities - Water	90,000	92,700	95,481
5605	Equipment Leases and Rentals	120,000	123,600	127,308
5610	Occupancy Rent	1,840,838	1,896,063	1,952,945
5612	Additional Facilities Use Fees	21,500	22,145	22,809
5615	Repairs and Maintenance - Building	100,000	103,000	106,090
5617	Repairs and Maintenance - Non-computer Equipment	5,300	5,459	5,623
5618	Repairs & Maintenance - Auto	18,000	18,540	19,096
5806	County Oversight Fees	145,240	149,597	154,085
5810	Contracted Services	732,757	754,740	777,382

Making Waves Academy

**Budget Projections
FY2025 - FY2027**

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Acct #	Account/Title	FY2025	FY2026	FY2027
5810.001	Food Service Administration	1,000	1,030	1,061
5810.003	Student Transportation	258,500	266,255	274,243
5810.005	Psychological Services	283,152	291,647	300,396
5810.006	Substitute Teachers	345,000	355,350	366,011
5810.008	Information Technology	890,132	916,836	944,341
5811	Student Exam Fees	17,000	17,510	18,035
5821	Printing and Reproduction	38,500	39,655	40,845
5840	Entrance, Admission, & Ticket Fees (not staff	57,300	59,019	60,790
5897	Special Ed Contract Services	801,290	825,329	850,089
5898	Use Tax	1,000	1,030	1,061
5905	Company Cell Phones	35,200	36,256	37,344
5910	Internet and Wifi	150,600	155,118	159,772
5915	Postage and Delivery	24,000	24,720	25,462
5920	Landlines and Office Based Phones	7,800	8,034	8,275
6900	Depreciation and Amortization	19,000	19,570	20,157
INCO.EXP	5895 Central Office (Shared Services Allocation)	1,452,400	1,463,013	1,452,264
	Total Contract Services	9,313,033	9,559,465	9,791,609
	Total Salaries & Benefits	18,795,895	19,359,771	19,940,565
	Total Supplies	1,276,421	1,314,714	1,354,155
	Total Contract Services	9,313,033	9,559,465	9,791,609
	Total Expenses	29,385,349	30,233,950	31,086,329
	Net Income	50,000	50,000	50,000

Coversheet

Local Control and Accountability Plan (LCAP) 2024-2027

Section: V. Action Items
Item: B. Local Control and Accountability Plan (LCAP) 2024-2027
Purpose: Vote
Submitted by:
Related Material:
MWA Local Control Accountability Plan 2024-25 + Annual Update 2023-24.pdf



Board Report

MWA Local Control Accountability Plan

Summary

After the May 6, 2024 public hearing, MWA is submitting our LCAP for board approval during the same meeting in which our 2023-24 Local Indicators are being presented. This document contains

1. Executive Summary
2. MWA 2024-25 LCAP Budget Overview for Parents
3. MWA 2024-25 LCAP
4. MWA 2023-24 LCAP Annual Update

Executive Summary of MWA's 2024-25 Local Control Accountability Plan (LCAP)

Since the public hearing of MWA's 2024-25 LCAP on May 6, 2024 at the MWA board meeting, the following changes have been made to the 2023-24 Annual Update and the 2024-25 LCAP.

Note: Pages numbers listed correspond with this board report as a whole, not the pages listed in the documents.

Engaging Educational Partners

- A summary of the process used to engage educational partners in the development of the LCAP: **pg. 22-23**
 - *Updated to report on the following*
 - *May 6, 2024 - MWA Public Hearing at MWA Board Meeting*
 - *May 7, 2024 - Goal 2 Review*
 - *May 9, 2024 - Goal 3 Review*
 - *May 9, 2024 - LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students)*
 - *May 9-10, 2024 - Letter from Superintendent*
 - *May 15, 2024 - Shared out LCAP Board Report*
 - *May 16, 2024 - Goal 1 Review*
 - *May 9-24, 2024 - Additional Feedback Survey*
 - *May 29, 2024 - LCAP Finalization*
- A description of how the adopted LCAP was influenced by the feedback provided by educational partners: **pg.29-32**
 - *Updated to detail how the letter from the superintendent was sent out and shared on ParentSquare after the May 9, 2024 LCAP AG.*
 - *Included details on when and why a copy of the LCAP summary from the May 6, 2024 board report was shared on ParentSquare.*
 - *Updated to report on changes made due to feedback from the MWA board and additional feedback survey that was shared with the community. These changes are detailed below.*

Goal 1: Support for All Learners

- An explanation of why the LEA has developed this goal: **pg. 33-34**
 - *Updated referenced metrics to include new metrics 1.15 (Teacher Retention: New Teachers), 1.16 (Teacher Retention: Continuing Teachers), 1.17 (Teacher Proficiency), and 1.18 (Coaching Sessions).*
- Metric 1.7 - EL Reclassification Rate: **pg. 35**
 - *Metric updated to reflect most recent data and 3-year goal increased to a more rigorous goal of 30%.*
- Metric 1.8 - ELPI: **pg. 35**
 - *3-Year goal increased to a more rigorous goal of 65%.*
- Metric 1.9 - English CAASPP/GPA: **pg. 36**

- *3-Year goal increased to a more rigorous goal of 55% Meeting/Exceeding Standard on CAASPP.*
- Metric 1.10 - Math CAASPP/GPA: **pg. 36**
 - *3-Year goal increased to a more rigorous goal of 45% Meeting/Exceeding Standard on CAASPP and GPA goal to 3.0 in the middle school.*
- Metric 1.11 - Science CAASPP/GPA: **pg. 36**
 - *3-Year goal increased to a more rigorous goal of 45% Meeting/Exceeding Standard on CAASPP and GPA goal to 3.5 in the middle school.*
- Metric 1.12 - Social Science GPA: **pg. 36**
 - *3-Year goal increased to a more rigorous goal of a 3.5 GPA in both middle school and upper school.*
- Metric 1.13 - World Language GPA: **pg. 36-37**
 - *3-Year goal increased to a more rigorous goal of a 3.5 GPA.*
- Metric 1.14 - Health and Wellness GPA/PFT: **pg. 37**
 - *3-Year goal increased to a more rigorous goal of a 3.7 GPA in the middle school and 3.5 in the upper school.*
- Metric 1.15 - Teacher Retention (First Year Teachers): **pg. 37**
 - *New metric has been added to track how many first year teachers (defined as teachers who are new to the profession) that are deemed to be "Skillful," "Proficient," or "Developing" continue at MWA.*
- Metric 1.16 - Teacher Retention (Continuing Teachers): **pg. 37**
 - *New metric has been added to track how many continuing teachers (defined as teachers who are continuing beyond their first year in the profession) that are deemed to be Skillful, Proficient, or Developing continue at MWA.*
- Metric 1.17 - Teacher Proficiency: **pg. 37**
 - *New metric has been added to track the percentage of teachers who are deemed "Proficient" or "Skillful" at MWA.*
- Metric 1.18 - Coaching Sessions: **pg. 37-38**
 - *New metric has been added to track whether or not MWA is providing adequate coaching sessions to teachers. Adequate coaching sessions would be 2 coaching sessions a month, 2 informal observations a month (with feedback), and 1 formal observation a semester for each teacher.*
- Action 1.1 - Enhancing Instructional Capacity and Professional Growth: **pg. 38-39**
 - *Language on "specialized learners" has been expanded to explicitly reference accelerated learners when speaking on Gate in the action description. Updated referenced metrics to include new metrics 1.15 (Teacher Retention: New Teachers), 1.16 (Teacher Retention: Continuing Teachers), 1.17 (Teacher Proficiency), and 1.18 (Coaching Sessions).*
- Action 1.3 - Enhancing Progress Monitoring and Data Analysis: **pg. 40**
 - *Changed 1.3.1 from " Data Analysis Skills for Teachers" to " Data Analysis Skills" and added 1.3.1.b "Engage students in analyzing their own data" to explicitly call out involving students in this process.*

Goal 2: College and Career Readiness

- Metric 2.1 - CTE **pg. 43**
 - *Course enrollment metric 3-year goal increased to a more rigorous goal of 25% with the knowledge that a second CTE pathway will be needed to reach this goal.*
- Metric 2.2 - A-G Completion % **pg. 43**
 - *3-Year goal changed to 95% to better reflect graduation rate goal.*
- Metric 2.7 - CCI **pg. 44**
 - *3-Year goal increased to a more rigorous goal of 60%.*
- Metric 2.8 - UC and CSU Eligibility **pg. 44**
 - *CSU eligibility metric 3-Year goal changed to 98% to better reflect graduation rate goal.*
- Metric 2.13 - % of all students that have completed CTE pathway and are UC/USC eligible. **pg. 45**
 - *3-Year goal increased to reflect more rigorous CTE course enrollment goal.*
- Action 2.1 - Vertically Aligned Systems for Seamless College and Career Support **pg. 46**
 - *Language on "critical learner groups" has been expanded to include Accelerated Learners in action description, identified needs, and how the action addresses needs.*
- Action 2.3 - Graduation Pathways **pg. 47**
 - *Language on "critical learner groups" has been expanded to include Accelerated Learners in action description, identified needs, and how the action addresses needs.*

Goal 3: Diversity, Equity, and Inclusion

- Explanation of why the LEA has developed this goal **pg. 48-49**
 - *Language on "students who require additional support" has been expanded to include Accelerated Learners for overall goal. Updated referenced metrics to include new metric 3.17 (Staff Satisfaction).*
- Metric 3.1 - Chronic Absenteeism Rates **pg. 49**
 - *Metric updated to reflect most recent data.*
- Metric 3.2 - Average Daily Attendance (ADA) Rates **pg. 49**
 - *Metric updated to reflect most recent data.*
- Metric 3.3 - Suspension Rate **pg. 49**
 - *Metric updated to reflect most recent data.*
- Metric 3.4 - Expulsion Rate **pg. 50**
 - *Metric updated to reflect most recent data and 3-year goal updated to be in alignment with school trends.*
- Metric 3.11 - Student Input **pg. 51**
 - *Metric has been updated with more specific instances of student involvement and a more specific 3-year goal has been set.*
- Metric 3.17 - Staff Satisfaction **pg. 53-54**
 - *New metric has been added to track data reported in Staff Satisfaction Surveys as a way to measure the impact of our actions on school culture and climate.*
- Action 3.4 - Increase in School Connectedness **pg. 56**

- *Updated referenced metrics to include new metric 3.17 (Staff Satisfaction).*

2023-24 Annual Update

- Goal 6: School Climate
 - *The Social Worker Referrals metric has been updated with data gathered at the end of May 2024. **pg. 137***
 - *The reflection on this updated metric has been made and included in the “An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.” section. **pg. 140***

To Be Updated

- Average Daily Attendance
 - *As of 6/3 MWA's ADA is 93.7%. This number will be updated with end-of-year data before submitting to the state.*
 - *2024-25 LCAP **pg. 49***
 - *2023-24 Annual Update **pg. 131***



Learn. Graduate. Give Back.

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Making Waves Academy

CDS Code: 07100740114470

School Year: 2024-25

LEA contact information:

Alton B. Nelson, Jr.

Chief Executive Officer

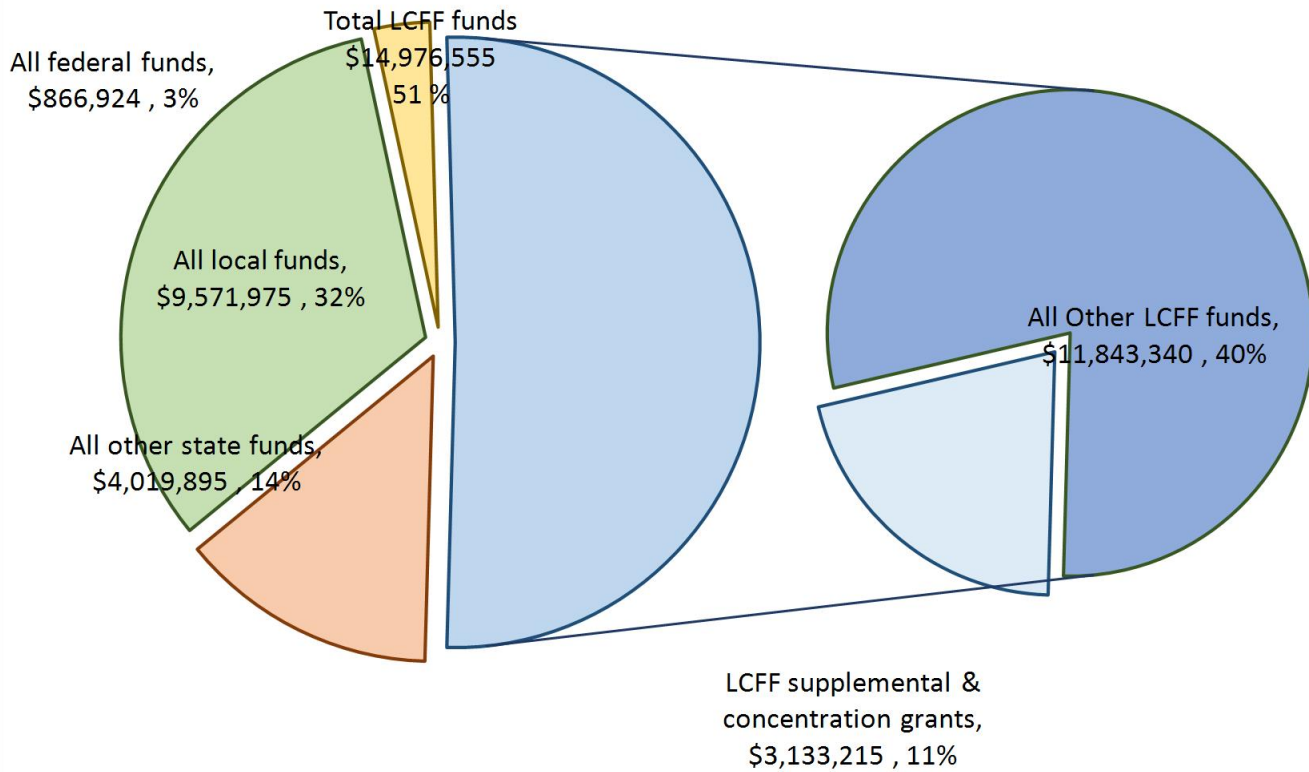
anelson@mwacademy.org

510-262-1511

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2024-25 School Year

Projected Revenue by Fund Source

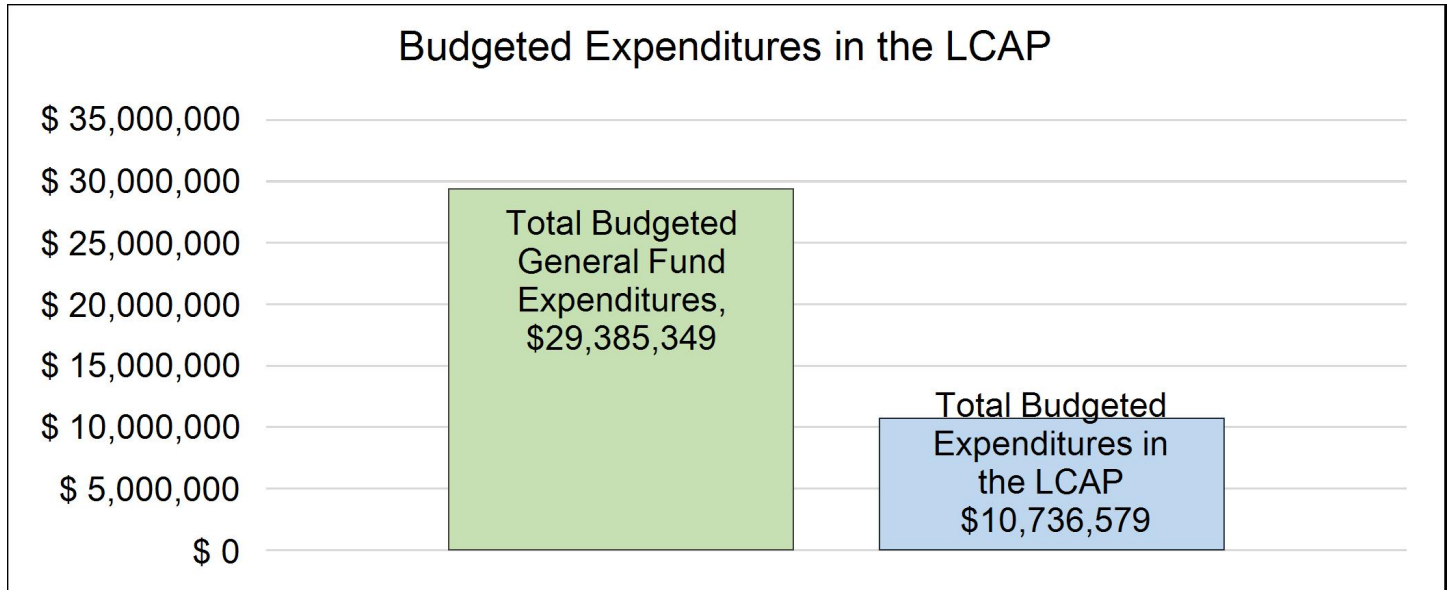


This chart shows the total general purpose revenue Making Waves Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Making Waves Academy is \$29,435,349, of which \$14,976,555 is Local Control Funding Formula (LCFF), \$4,019,895 is other state funds, \$9,571,975 is local funds, and \$866,924 is federal funds. Of the \$14,976,555 in LCFF Funds, \$3,133,215 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Making Waves Academy plans to spend for 2024-25. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Making Waves Academy plans to spend \$29,385,349 for the 2024-25 school year. Of that amount, \$10,736,579 is tied to actions/services in the LCAP and \$18,648,770 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

General Fund Budget Expenditures not included in the LCP include Information Technology, Rent, Operations, Student Food, Faculty and Staff Professional Development, , Support Staff, Leadership Salaries, liability insurance, and General Instructional Materials.

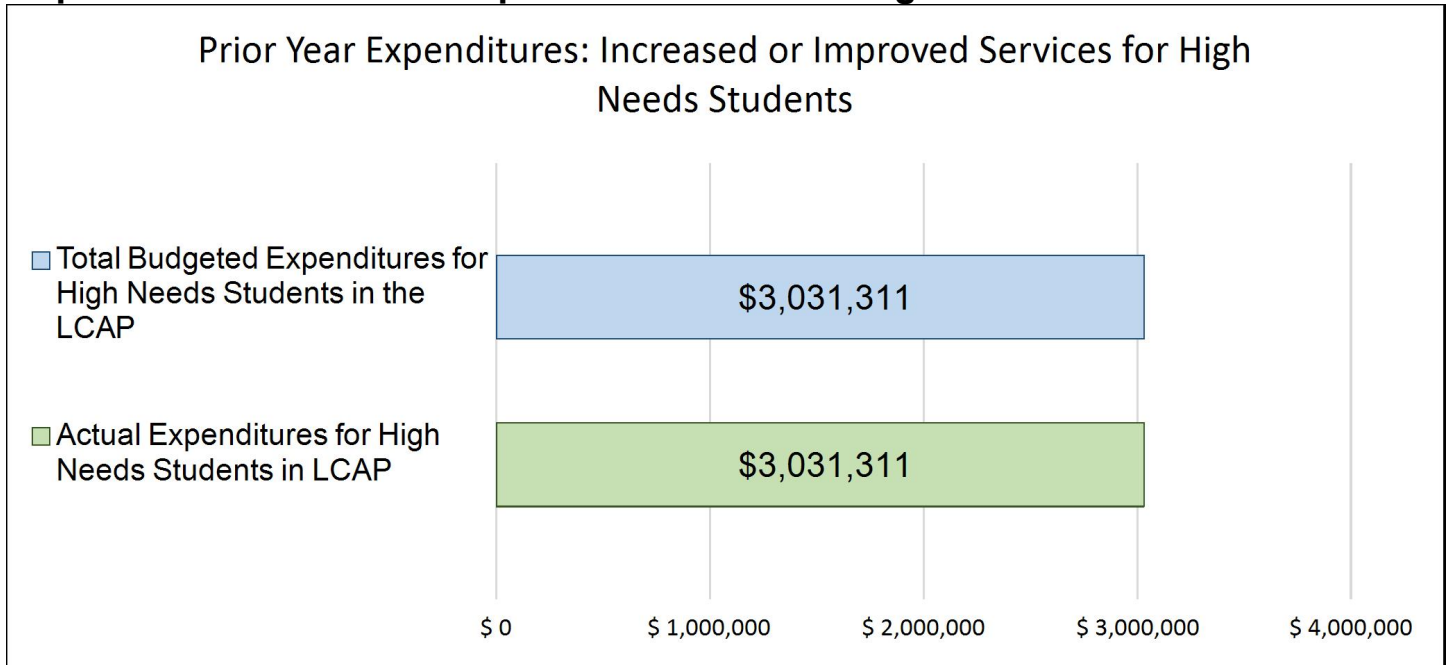
Projected local funds include \$311,751 from Measure G Parcel Tax, and \$9,050,224 from Philanthropic Contributions.

Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, Making Waves Academy is projecting it will receive \$3,133,215 based on the enrollment of foster youth, English learner, and low-income students. Making Waves Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Making Waves Academy plans to spend \$3,133,215 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2023-24



This chart compares what Making Waves Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Making Waves Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

The text description of the above chart is as follows: In 2023-24, Making Waves Academy's LCAP budgeted \$3,031,311 for planned actions to increase or improve services for high needs students. Making Waves Academy actually spent \$3,031,311 for actions to increase or improve services for high needs students in 2023-24.



Learn. Graduate. Give Back.

Local Control and Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Making Waves Academy	Alton B. Nelson, Jr. Chief Executive Officer	anelson@mwacademy.org 510-262-1511

Plan Summary [2024-25]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Making Waves Academy (MWA), founded in 2007, is a 5th through 12th grade public charter school in Richmond, CA, authorized by the Contra Costa County Board of Education. MWA’s mission is to rigorously and holistically prepare students to gain acceptance to and graduate from college, to ultimately become valuable contributors to the workforce and to their communities. Our mission was established in an effort to address the disparity in educational opportunity that exists between urban and suburban youth.

Our aim is for all of our students ("Wave-Makers") to earn their high school diplomas and be eligible for college admission. While MWA celebrates the multiple college and career pathways our Wave-Makers embark upon, historically, 90% or more gain admission to college (around 70% or so enroll in four-year colleges and about 20%-25% enroll in community colleges). Our high school graduation requirements are aligned with California’s “a-g” required courses for college admissions criteria. To this end, we provide students and families with access to a variety of academic and holistic support services that include, art, athletics, parent education opportunities, social-emotional education and support, and college and career counseling.

The student demographics of MWA include a majority of students from socioeconomically disadvantaged households, students who qualify for Free and Reduced Priced Meals (FRPM), a majority “students of color”, a high percentage of incoming English Learners, and a small but material percentage of students with disabilities and learning differences.

MWA received its six year Western Association of Schools and Colleges (WASC) accreditation renewal beginning in fall of 2020, and successfully completed its mid-cycle visit review in March 2023. Our primary goals for serving our students are formed through the WASC process and approved by the MWA Board. Per our approved WASC Action Plan we merged our LCAP and WASC school-wide goals.

Our WASC/LCAP goals are as follows:

Develop and refine vertically aligned programs to support all learners.

Refine holistic support for college and career readiness that builds all students capacity for graduation and success beyond high school. Create a safe, inclusive and high performing environment for all students and adults that are informed through the lens of diversity, equity and inclusion.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The 2022-23 school year marked MWA's second full year of in-person learning since the school closure related to the COVID pandemic. Many challenges related to student and staff-readiness for in-person learning persisted through the 2022-23 school year. Examples of challenges include: overall school safety, the social emotional well-being of students and staff, the level of rigor and engagement in the classroom, and level of connection with parents and one another. As a result, our focus going into the 2023-2024 school year has been on establishing some normalcy in our instructional practices and routines, school safety, and strengthening communication with parents.

When we look at our performance on the CA State Dashboard and when we analyze local data, we saw improvements across the board for all subgroups. While there is still work to be done, some of the consistency in practices showed up in our outcomes on the most recent CA CA State Dashboard. Successes included gains in English and math, in aggregate, over the previous year, and an increase in our high school graduation rates. When compared to the local district, we saw the biggest improvement in chronic absenteeism, the strongest improvement in English learner progress (ELPI), one of the highest rates of preparedness on the college and career indicator, one of the strongest ELA results for Black or African American students, and one of the biggest improvements for math among our English Learners.

Two areas of challenge were our overall suspension rates as well as suspension rates for Students With Disabilities. While the data shows this as an area of concerns, a review of our suspension data shows that students were suspended for major school infractions (possession and/or distribution of drugs, possession of weapons, fighting, and discriminatory/racist language and acts). When our data was disaggregated by subgroup, we saw that Students with Disabilities were suspended at a higher rate when compared to General Education students. As a result, MWA became eligible for (and is receiving) Differentiated Assistance through the Santa Clara County Office of Education.

At the start of the year, we worked to create a plan to move towards a Multi-Tiered Systems of Support (MTSS) model. We identified the behaviors and data we would track to figure out which students to place into different levels of tiered support along with what proactive interventions and supports we could put in place to support students before their behaviors resulted in potential suspensions. We were able to hire two Deans of Restorative Practices who could help students (and staff) learn some tools to make better decisions involving conflict and have restorative conferences with anyone they harmed.

Members of the school team are attending the differentiated assistance meetings, bringing in and reviewing data, making adjustments to existing plans, and hearing about what peer schools are doing. The group that has received the lowest performance levels are our Students with Disabilities. We continue to move towards ways of bringing more of the academic interventions and supports into the core day classrooms, in addition to some pull-out services. The Principal, Dr. Jackson, continues to identify and make time in the professional development schedule for training, coaching, and discussion.

Although we saw growth, the school made significant progress by implementing standards-based instruction. This included ensuring fidelity to the curriculum, creating pacing guides, and establishing scope and sequence aligned with standards.

In combining and aligning our LCAP goals with our WASC goals, our hope is to more efficiently plan, execute, and deliver by focusing on a few big picture, school-wide goals (WASC) and intentionally aligning the eight LCAP area goals within the WASC goals.. Merging these goals together has resulted in fewer but broader goals overall, but it has also created goals that are more aligned, integrated, and reflective of the deeper work we are wanting to do in order to achieve and make meaningful progress on both our LCAP and WASC goals.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Based on MWA's 2022-2023 data on the California Dashboard, MWA was identified as a school needing Differentiated Assistance in two areas:

1. Suspension rates for Students with Disabilities (SWD), SWD were suspended at a higher rate than general education students
2. Academic Performance (ELA/Math) for Students with Disabilities (SWD), SWD performed lower on state assessments than general education students

Through the Differentiated Assistance (DA) process and with support from the Santa Clara County Office of Education (SCCOE) MWA is:

1. Has identified its strengths, weaknesses and root causes in the areas named above.
2. Conducted a deep data dive of MWA's local and state data to identify root causes of the problem.
3. Conducting Empathy Interviews with a small group of students and faculty in Spring 2024 to validate and/or inform changes to the identified root causes.
4. Formulating and conducting small action plans to test our theories on the root causes.
5. Formulating, implementing and assessing actions during the 2024-2025 school year.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

MWA was not identified for Comprehensive Support and Improvement, making this section not applicable.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

MWA was not identified for Comprehensive Support and Improvement, making this section not applicable.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

MWA was not identified for Comprehensive Support and Improvement, making this section not applicable.

Engaging Educational Partners

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
<p>October 5, 2023</p> <p>LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, CEO (Superintendent), COO, and compliance team)</p>	<p>Meeting via Zoom Agenda shared ahead of time</p> <p>Topic - Introductory Meeting Reviewed the purpose for the LCAP, faculty roles, responsibilities, and timeline for creating the LCAP.</p> <p>Engagement Discussion of how different roles within the school (with a focus on Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars) interact with the LCAP. General introduction to the LCAP detailing what it is and the purpose of having one. Detailed responsibilities as they relate to the LCAP. Prepared Working Group members to engage with Parents on the LCAP. Detailed who would be tracking LCAP progress and how.</p>
<p>October 5, 2023</p> <p>LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students)</p>	<p>Meeting via Zoom (Meeting was held after school hours to enable more parent participation) Agenda (English and Spanish) Posted to the MWA website 72 hours in advance of the meeting Meeting reminders sent out to parents before meeting</p> <p>Topic - Group Launch Training and Orientation to the LCAP. Reviewing the group's guidelines and requirements. Training on the Greene Act and Title 1 annual meeting information. Shared scope of the year.</p>

	<p>Engagement: A Spanish interpreter was present for the entire meeting. Group gave space for parents to engage with comments, questions, and feedback during the meeting verbally, during the meeting in the Zoom chat function, as well as through comments in a Google Form survey.</p>
<p>November 9, 2023</p> <p>LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, CEO (Superintendent), COO, and compliance team)</p>	<p>>Meeting via Zoom Agenda shared ahead of time</p> <p>Topic - Status Check Reviewed current metrics and progress towards LCAP goals. Reviewed LCAP AG feedback.</p> <p>Engagement: Reviewed metrics and progress towards LCAP goals in alignment with roles and responsibilities previously established in earlier meetings. Prepared Working Group for parent engagement.</p>
<p>November 30, 2023</p> <p>LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students)</p>	<p>Meeting via Zoom (Meeting was held after school hours to enable more parent participation) Agenda (English and Spanish) Posted to the MWA website 72 hours in advance of the meeting Meeting reminders sent out to parents before meeting</p> <p>Topic - Present Updates/Receive input on Goals 1, 3, 5, and 6 Reviewed current progress in metrics and actions related to Goal 1 (Basic conditions), Goal 3 (Family Partnerships), Goal 5 (Student Engagement), and Goal 6 (School Climate). Reviewed how these goals align with school' WASC Goals.</p> <p>Engagement: Meeting materials were provided in both English and Spanish. A Spanish interpreter was present for the entire meeting. Group gave space for parents to engage with comments, questions, and feedback during the meeting verbally, during the meeting in the Zoom chat function, as well as through comments in a Google Form survey.</p>
<p>January 4, 2024</p> <p>LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, CEO (Superintendent), COO, and compliance team)</p>	<p>Meeting via Zoom Agenda shared ahead of time</p> <p>Topic - Mid-Year Status Check Reviewed current metrics and progress towards all LCAP goals.</p>

Engagement:

Reviewed feedback from LCAP Advisory Group (Parent) meeting and discussed how to continue soliciting and incorporating educational partner feedback from these meetings. Shared information out in 5-minute recaps of how goals have been progressing, with additional in-depth details available for a deeper dive into each goal. Information for this status check was collected action-by-action including feedback from:

- Goal 1 (Basic Conditions) with information from CEO (Superintendent), Director of HR, Director of Operations, Principal, Assistant Principals, Director of New Teacher Development & Support, Middle School Activities Coordinator, and Director of Applied Technology.
- Goal 2 (Academic Standards) with information from Principal, Assistant Principal, ELD Coordinator, and Math Content Coordinator.
- Goal 3 (Family Partnerships) with information from Principal, Assistant Principals, ELAC Chair, Chief Instructional Officer, Chief Operations Officer, Compliance and Data systems Administrator, Operations Manager, Manager of Compliance, and Director of Operations.
- Goal 4 (College and Career Readiness) with information from Compliance and Data Systems Administrator, Associate Director of Academic Advising, Associate Director of College and Careers, CCC Community Members, Student Activities Coordinators, College and Career Coordinator, and Upper School Student Activities Coordinator.
- Goal 5 (Student Engagement) with information from Chief Operations Officer, Registrar, Registrar's office, Compliance and Data Systems Administrator, Deans, Student Activities Coordinators, Athletics Director, and Sports Psychologist.
- Goal 6 (School Climate) with information from Deans, Director of Compliance, Registrar's office, Compliance and Data Systems Administrator, Social Workers, AP of Student Support, Chief Operations Officer, and Director of Operations.
- Goal 7 (Course Access) with information from Assistant Principal,

	<p>Principal, Director of Academic Advising, Assistant Director of CCC, Director of CCC, and Director of Operations.</p> <ul style="list-style-type: none"> • Goal 8 (Academic Growth) with information from Principals, Assistant Principals, Compliance and Data Systems Administrator, DCDA, Director of Academic Support Services, Intervention Service Coordinator, Director of Applied Technology, and Director of Special Education.
<p>January 19, 2024</p> <p>LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, CEO (Superintendent), COO, and compliance team)</p>	<p>Meeting via Zoom Agenda shared ahead of time</p> <p>Topic - Finalizing the Mid-Year Update Using Status Check, finalized information for the Mid-Year Update</p> <p>Engagement: School faculty/staff compiled information made available for the Status Check into a comprehensive document detailing MWA's overall progress towards our 2022-23 LCAP goals to be shared in the January Board Meeting. Collected information from Finance about where our expenditures were to monitor our financial progress as well.</p>
<p>January 29, 2024</p> <p>Shared Mid-Year Update with Making Waves Academy Board during a public board meeting</p>	<p>Meeting in-person and available via Zoom Agenda and materials Posted to the MWA website 72 hours in advance of the meeting. Meeting reminders sent out to parents before Meeting</p> <p>Topic - Presented LCAP Mid-Year Update to the board and shared materials publicly Included were: Current metrics, progress towards goals, and mid-year expenditures. Gather further feedback, specifically as to how LCAP progress aligned with over-all school actions.</p>
<p>February 1, 2024</p> <p>LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students)</p>	<p>Meeting via Zoom (Meeting was held after school hours to enable more parent participation) Agenda (English and Spanish) Posted to the MWA website 72 hours in advance of the meeting Meeting reminders sent out to parents before meeting</p> <p>Topic - Present Updates/Receive input on Goals 2, 4, 7, and 8 Reviewed current progress in metrics and actions related to Goal 2 (Academic Standards), Goal 4 (College and Career Readiness), Goal 7</p>

	<p>(Course Access), Goal 8 (Academic Growth). Reviewed how these goals align with the school's WASC Goals.</p> <p>Engagement Meeting materials were provided in both English and Spanish. A Spanish interpreter was present for the entire meeting. Group gave space for parents to engage with comments, questions, and feedback during the meeting verbally, during the meeting in the Zoom chat function, as well as through comments in a Google Form survey.</p>
<p>February 8, 2024</p> <p>LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, CEO (Superintendent), COO, and compliance team)</p>	<p>Meeting via Zoom Agenda shared ahead of time</p> <p>Topic - 2024-25 LCAP Action Drafting Working with Parents to draft new LCAP Goals and Actions.</p> <p>Engagement: Reviewed requirements for the new LCAP, shared goals and educational partners involved in each goal, began drafting actions for each goal. School staff crafted goals specific to their area of focus in alignment with needs they have been seeing and directly engaging with all year long.</p>
<p>March 14, 2024</p> <p>SELPA consultation</p>	<p>Meeting via Zoom</p> <p>Topic - Consultation on how to meet the needs of our disabled students Discussed our DA (Differentiated Assistance) for our students with disabilities related to suspension rates and Math/ELA achievement. The Superintendent (CEO), Director of SPED, and SELPA contact discussed how we support our students with disabilities, and how we can improve these supports.</p>
<p>March 14, 2024</p> <p>LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, CEO (Superintendent), COO, and compliance team)</p>	<p>Meeting in-person Agenda shared ahead of time</p> <p>Topic - Metrics tracked by the LCAP and incorporating additional educational partner feedback Discussed how to incorporate feedback from various educational partners and metrics into new drafted actions to monitor and track progress</p> <p>Engagement Discussed metrics that would need to be included in the LCAP, where these metrics are at, and where we want them to be at the end of the 3-year cycle. Discussion of why certain metrics are important. Discussed incorporating new</p>

	<p>metrics that can help track specific new goals (namely associated with actions 3.2 and 3.4 from the 2024-25 LCAP). Spoke on what other feedback will be received from various educational partners, including Parents, Parents of Els, Faculty, Staff, and students. Discussed how this will be documented, and how this would vary from years prior as to best meet our partners where they are now. Encouraged Working Group members to continue eliciting this feedback from other faculty, staff, parents, and students.</p>
<p>March 15, 2024</p> <p>MWA staff and faculty professional development (PD) session</p>	<p>Meeting in-person (Session was held during regularly scheduled PD). Agenda and materials shared ahead of time.</p> <p>Topic - Feedback on drafted actions Shared initial drafts of new actions with faculty and staff. Gave an overview of what the LCAP is, why we do it, and what some of the requirements are.</p> <p>Engagement Participants were presented with the drafted actions (from Upper School Assistant Principal, Director of College and Career Counseling, and Assistant Principal of Student Support) and were given the chance to have open dialogue with their peers. Feedback was given verbally to a single representative for each goal who was present to explain the different actions. Feedback was also given via survey where participants rated each action for quantitative feedback, and commented on the goal and actions themselves for more qualitative feedback.</p>
<p>March 21, 2024</p> <p>LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students)</p>	<p>Meeting via Zoom (Meeting was held after school hours to enable more parent participation) Agenda (English and Spanish) Posted to the MWA website 72 hours in advance of the meeting Meeting reminders sent out to parents before meeting</p> <p>Topic - Feedback on drafted actions Shared initial drafts of new actions with faculty and staff. Gave an overview of what the LCAP is, why we do it, and what some of the requirements are.</p> <p>Engagement Participants were presented with the drafted actions (from Principal, Director of College and Career Counseling, and Assistant Principal of Student Support) and were given the chance to have open dialogue with their peers. Feedback was given verbally to the group as a whole, leading to insightful dialogue. Feedback was also given via survey where participants rated each action for quantitative feedback, and commented on the goal and actions</p>

	<p>themselves for more qualitative feedback.</p>
<p>March 25, 2024<</p> <p>Official LCAP Council (Student group. Students grades 5-12 invited. Students grades 6-12 joined)</p>	<p>Meeting in-person</p> <p>Topic - Feedback on drafted actions Shared initial drafts of new actions with students. Gave an overview of what the LCAP is and why it's important.</p> <p>Engagement Students were "Sworn-in" as a part of the Official LCAP Council. Participants were presented with the drafted actions (from Upper School Assistant Principal, Director of College and Career Counseling, and Assistant Principal of Student Support) and were given the chance to have open dialogue with their peers and school leaders to better understand the actions. Feedback was given verbally to a single representative for each goal who was present to explain the different actions. Feedback was also given via survey where participants rated each action for quantitative feedback, and commented on the goal and actions themselves for more qualitative feedback. Students reported that they would like to continue being able to give feedback on official matters like this.</p>
<p>March 26, 2024</p> <p>ELAC parent group (English Learner Advisory Committee where all English Learner Parents are invited to attend)</p>	<p>Meeting via Zoom (Meeting was held after school hours to enable more parent participation) Agenda (English and Spanish) Posted to the MWA website 72 hours in advance of the meeting Meeting reminders sent out to parents before meeting</p> <p>Topic - Feedback on drafted actions Shared initial drafts of new actions with faculty and staff. Gave an overview of what the LCAP is, why we do it, and what some of the requirements are.</p> <p>Engagement Participants were oriented to the LCAP before we began. Participants were presented with the drafted actions (from Principal, Director of College and Career Counseling, and Assistant Principal of Student Support) and were given the chance to have open dialogue with their peers. Feedback was given verbally to the group as a whole, leading to insightful dialogue. Feedback was also given via survey where participants rated each action for quantitative feedback, and commented on the goal and actions themselves for more qualitative feedback.</p>
<p>March 15-29, 2024</p>	<p>Feedback surveys detailing drafted LCAP actions were shared to the entire</p>

<p>Feedback survey</p>	<p>community multiple times through ParentSquare, various feedback sessions (LCAP AG, Staff PD, Official LCAP Council, ELAC Group), and through email</p> <p>Topic - Feedback on drafted goals and actions</p> <p>Engagement</p> <p>Goal 1: Support for all Learners: 90 Respondents 69% Faculty/Staff 19% Parents 12% Students</p> <p>Goal 2: College and Career Readiness: 97 Respondents 67% Faculty/Staff 21% Parents 11% Students</p> <p>Goal 3: Diversity, Equity, and Inclusion: 95 Respondents 65% Faculty/Staff 23% Parents 12% Students</p>
<p>April 16, 18, and 19, 2024</p> <p>LCAP expenditure meetings (LCAP Working Groups with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, and finance team)</p>	<p>Meetings in-person. 3 Separate meetings -- One per LCAP Goal</p> <p>Topic - LCAP Expenditures and Allocating LCFF Funding</p> <p>Engagement School leaders and personnel discussed previously established LCAP goals and what would be needed to carry out the accompanying actions. Essential personnel were discussed, along with time requirements needed from different positions to accomplish these actions. These personnel included All Teachers, AP Teachers, CTE Teacher, Principal, APs, Social Workers, CCC Team, Student Services, Compliance, and more.</p>
<p>May 6, 2024</p> <p>MWA public hearing at MWA board meeting</p>	<p>Meeting in-person and available via Zoom Agenda and materials Posted to the MWA website 72 hours in advance of the meeting. Meeting reminders sent out to parents before meeting</p> <p>Topic - Presented LCAP and Annual Update to the board during our Public Hearing</p>

	<p>Engagement The public had the opportunity to give feedback and view the full LCAP and Annual Update drafts in their entirety. MWA board gave feedback on the changes they would like to see. Details of changes made based on this feedback are detailed below in the "A description of how the adopted LCAP was influenced by the feedback provided by educational partners" section.</p>
<p>May 7, 2024 Goal 2 Review</p>	<p>Meeting in-person Topic - Reviewing feedback and adjusting Goal 2: College and Career Readiness Engagement Met with Director of College and Career Counseling, Associate Director of College and Career Counseling, Associate Director of Academic Advising, and College and Career Counseling Coordinator to review feedback from the May 6, 2024 board meeting that impact Goal 2. Adjustments that were made in this meeting have been documented below in the "A description of how the adopted LCAP was influenced by the feedback provided by educational partners." section.</p>
<p>May 9-10, 2024 Letter from superintendent</p>	<p>Letter from Superintendent was shared on May 9 (English) and May 10 (Spanish) via ParentSquare. This letter was also emailed to LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students), Official LCAP Council (Student group), LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, COO, and compliance team) Topic - How MWA incorporated feedback from educational partners into the LCAP This letter included details shared below in the "A description of how the adopted LCAP was influenced by the feedback provided by educational partners" section and an optional survey to collect any additional feedback that remained open until May 24, 2024. Engagement Included details on how parents and community members could continue giving feedback through the additional feedback survey as well as how to join</p>

	<p>the LCAP Advisory Group in the 2024-25 school year.</p>
<p>May 9, 2024</p> <p>LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students)</p>	<p>Meeting via Zoom (Meeting was held after school hours to enable more parent participation) Agenda (English and Spanish) Posted to the MWA website 72 hours in advance of the meeting Meeting reminders sent out to parents before meeting</p> <p>Topic - Final draft review, common questions from feedback, scope and sequence for next year's meetings</p> <p>Engagement Reviewed where we are in the LCAP cycle and shared out highlights from the Annual Update. Shared results from feedback surveys and how many responses we received. School leadership addressed questions that frequently came up in feedback surveys (questions addressed more in-depth in letter from superintendent). Shared out on expenditures for the 2024-25 LCAP. Parent group was given the option to complete a survey with additional feedback after seeing how earlier feedback was incorporated and a survey to display interest in being a part of the group next year. The collective decision was made to share the LCAP summary from the May 6, 2024 board meeting report to the wider community.</p>
<p>May 9, 2024</p> <p>Goal 3 Review</p>	<p>Meeting in-person</p> <p>Topic - Reviewing feedback and adjusting Goal 3: Diversity, Equity, and Inclusion</p> <p>Engagement Met with Assistant Principal of Student Support, deans, and social worker to review feedback from the May 6, 2024 board meeting that impact Goal 3. Adjustments that were made in this meeting have been documented below in the "A description of how the adopted LCAP was influenced by the feedback provided by educational partners." section.</p>
<p>May 15, 2024</p> <p>Shared out LCAP board report</p>	<p>English and Spanish versions of the LCAP summary from the May 6, 2024 board report were shared out on ParentSquare</p> <p>Topic - LCAP Summary from the May 6, 2024 Board Report This report details information on the 2023-24 Annual Update and the 2024-25 LCAP -- including expenditures.</p>

	<p>Engagement The decision to share this summary of the LCAP was collectively made in the May 9, 2024 LCAP AG meeting.</p>
<p>May 16, 2024 Goal 1 Review</p>	<p>Meeting in-person Topic - Reviewing feedback and adjusting Goal 1: Support for All Learners Engagement Met with principal, assistant principals, instructional coach, content leads, and ELD Coordinator to review feedback from the May 6, 2024 board meeting, May 9, LCAP AG, and responses to the additional feedback survey that impact Goal 1. Adjustments that were made in this meeting have been documented below in the "A description of how the adopted LCAP was influenced by the feedback provided by educational partners." section.</p>
<p>May 9-24, 2024 Additional feedback survey</p>	<p>Additional feedback survey was shared in the LCAP AG meeting on May 9, 2024, in the letter from the superintendent, in the email sent to LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students), Official LCAP Council (Student group), LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, COO, and compliance team), and on ParentSquare Topic - Additional feedback survey This additional survey was opened to the community from May 9-24, 2024 as a way to provide last-minute feedback after seeing the LCAP summary from the May 6, 2024 board report. Engagement 2 additional responses were recieved from the general community.</p>
<p>May 29, 2024 LCAP Finalization</p>	<p>Meeting in-person Topic - Reviewing updated and finalizing the 2024-25 LCAP Engagement Met with Principal, Director of College and Career Counseling, Assistant Principal of Student Support, CEO (superintendent), and COO to discuss all updates made to the LCAP and make final adjustments based on feedback from the board meeting on May 6, 2024, the LCAP AG on May 9, 2024, and results from the additional feedback survey</p>

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Throughout the entire school year, MWA leaders have met with our LCAP Advisory group, a majority of the members are parents of English Learners and Low-Income students. These meetings have focused on keeping parents apprised on progress towards MWA's past 8 LCAP goals, and how these goals align to our WASC Goals. Over the course of the year we explicitly aligned the goals in our LCAP and WASC in partnership with the LCAP Advisory group in preparation of condensing our LCAP goals in this year's creation of a new LCAP. As we aligned these goals and updated this parent group on our progress, we also collected parental input on their perception of our progress and feedback on how to better serve our student population.

In tandem with this parent group, MWA also has an internal LCAP Working Group made up of various school leaders and personnel. Over the course of this past year, our LCAP Working Group has shifted as our LCAP goals have become more condensed. Rather than continuing to meet as one large group, and as we got further into the goal drafting process, we were able to break this group into smaller, more focused groups. These groups directly align with our LCAP/WASC Goals, each group has a goal owner and they are joined by other staff members who will support the implementation of the goals starting in 2024-25. the following members:

Goal 1: Support for all Learners

- Principal, Assistant Principals
- Lead Teacher Representative
- ELD Coordinator
- Content Lead Representative

Goal 2: College and Career Readiness

- Director of College and Career Counseling
- Associate Director of College and Career Counseling
- Associate Director of Academic Advising
- College and Career Counseling Coordinator

Goal 3: Diversity, Equity, and Inclusion

- Assistant Principal of Student Support
- Deans
- Social Worker

In December, at a public board meeting, MWA leaders reported on our progress towards our 2023-204 LCAP goals detailing what our metrics were at the time, what actions we had taken, and where our expenditures for each action were at.

Once our new Goals and Action were drafted, MWA released comprehensive surveys detailing our intentions for the 2024-25 LCAP and released these surveys to the community (staff and parents). While these surveys were active, we also hosted several sessions, facilitated by goal owners, where educational partners had an opportunity to see/hear the draft goals as well as provide feedback in real time. These

sessions were held during regularly scheduled staff PD, after school via Zoom, and after school on-campus to best meet accessibility needs for our various educational partners.

As a result of feedback on the current LCAP, MWA also formed an Official LCAP Council made up of students who were sworn in to accept responsibility for contributing to our 2024-25 LCAP drafting process. These students spoke on our drafted 2024-25 LCAP goals with peers as well as school leadership. These council members have indicated that they would like to continue having additional council meetings as we go into next year as they felt they have been able to make an impact on school decisions through this opportunity.

We received 282 responses through our surveys on MWA's LCAP Goals and Actions from Faculty/Staff, Parents, and Students. As a result of all of this feedback, the following updates have been made to the Goals, Actions, and Metrics:

All Goals

- All surveyed groups (Faculty/Staff, Parents, and Students) indicated that support for specific student groups is needed and appropriate. As such, all goals have been updated to include more specific references to student groups that the individual actions will be geared towards supporting.

Goal 1: Support for all Learners

Action 1.1 - Enhancing Instructional Capacity and Professional Growth

- No major changes implemented.

Action 1.2 - Strengthening Tier 1 Instruction and Differentiation

- Faculty/Staff indicated that they are interested in learning how to better incorporate standards into lesson plans. We have kept this heavy focus.

Action 1.3 - Enhancing Progress Monitoring and Data Analysis

- Faculty/Staff indicated that they are excited about learning how to better analyze and utilize student data. All surveyed groups (Faculty/Staff, Parents, and Students) indicated that they are interested in an increased focus on student data. Next year students will also be shown performance data to help them set and achieve personal goals. Provided more definition of student groups that data analysis will be focused on.

Action 1.4 - Improve Academic Outcomes for Special Education Students

- After receiving educational partner feedback, Goal 1 Action 4 "Improve Academic Outcomes for Special Education Students" has been added to MWA's LCAP. All surveyed groups (Faculty/Staff, Parents, and Students) indicated an appreciation for differentiated approaches to educating various student groups. Faculty/Staff and Parents in particular advocated for differentiated support for students with disabilities. This, coupled with CA State Dashboard data on Math and ELA performance for students with disabilities, has led MWA to create this action.

Action 1.5 - Enhancing the Learning Environment for English Learners through Staff PD

- After receiving educational partner feedback, Goal 1 Action 5 “Enhancing the Learning Environment for English Learners through Staff PD” has been added to MWA’s LCAP. All surveyed groups indicated support for specific student groups is needed and Faculty/Staff indicated an appreciation for additional teacher supports for meeting student needs. With ELs making up 81% of our student population, learning for specific supports related to our ELs is appropriate. This, coupled with LCAP required actions, has led MWA to create this action.

Action 1.6 - Language Acquisition Program

- After receiving educational partner feedback, Goal 1 Action 6 “Language Acquisition Programs” has been added to MWA’s LCAP. All surveyed groups indicated support for specific student groups is needed and Faculty/Staff and parents showed an interest in EL reclassification rates. With ELs making up 81% of our student population, learning for specific supports related to our ELs is appropriate. On the CA State Dashboard, MWA’s English Learner Progress Indicator statistics are indicated to exceed state scores by over 10%. To continue this progress, coupled with LCAP required actions, has led MWA to create this action.

Goal 2: College and Career Readiness

Action 2.1 - Vertically Aligned Systems for Seamless College and Career Support

- No major changes implemented.

Action 2.2 - College and Career Pathway Scope and Sequence

- All surveyed groups (Faculty/Staff, Parents, and Students) indicated that they were excited for college and career readiness initiatives to begin earlier in the education process at MWA i.e. grades 5-8. MWA will carry this intention over into the next 3 years by implementing college and career readiness beginning in middle school.
- Faculty/Staff and Parents indicated a strong want for more college and career readiness opportunities to happen outside of MWA through experiences like field trips. A focus on providing these opportunities has been added, along with metric 2.13 (Number of Field Trips) -- with the goal of having at least one such field trip per grade a year.

Action 2.3 - Graduation Pathways

- Students indicated a need for support in the transition process from middle school to the upper school. More attention has been paid to this point after receiving student feedback. Much like Goal 2 Action 2, a focus on field trips has also been added to this action. In addition, MWA has increased the focus on Community Engagement as well.

Goal 3: Diversity, Equity, and Inclusion

Action 3.1 - Student Support Services for Students that are Suspended

- Faculty/Staff and Parents both indicated a strong interest in increasing communications to parents. A larger focus has been geared

towards supporting this communication. Similarly to Goal 2 Action 2 and Goal 2 Action 3, a stronger focus has also been included in community engagement.

Action 3.2 - Integrated Family Engagement

- Students indicated a want for more student-inclusion in decision making and engagement. Signage created by students has been given a larger focus and included in metric 3.15 (Engagement Events: Promoted). More specifications on how the school will engage families has also been added, as per Parent requests.

Action 3.3 - SWD Suspension Rate Reduction

- No major changes implemented.

Action 3.4 - Increase in School Connectedness

- Similarly to Goal 2 Action 2, Goal 2 Action 3, Goal 3 Action 1, and Goal 3 Action 2, a bigger emphasis has been added to student experiences when it comes to field trips. This action also has a new focus on bringing more experiences to the MWA campus by bringing in external contractors that are representative of our student population.

The above changes that were made to MWA's LCAP and were directly communicated in a written response from our CEO Alton Nelson to the larger MWA community. Both English and Spanish versions of this letter were sent directly to members of the LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students), Official LCAP Council (Student group), and LWG LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, COO, and compliance team). This letter was posted in English on ParentSquare on the night of our last LCAP AG meeting, May 9, 2024, and in Spanish on May 10, 2024.

On May 15, 2024, a copy of the LCAP summary from the May 6, 2024 board report was posted alongside this letter on ParentSquare in both English and Spanish. The decision to post this report on ParentSquare was decided with parents during the May 9, 2024 LCAP Advisory Group meeting to provide a condensed version of LCAP details to the broader community.

As a result of the feedback shared during the May 6, 2024 board meeting, feedback collected from the additional feedback survey that was shared with the community, and collecting and reflecting on end-of-year data,, the following changes have been made to MWA's LCAP:

Goal 1: Support for all Learners

An explanation of why the LEA has developed this goal

- Updated referenced metrics to include new metrics 1.15 (Teacher Retention: New Teachers), 1.16 (Teacher Retention: Continuing Teachers), 1.17 (Teacher Proficiency), and 1.18 (Coaching Sessions).

Metric 1.7 - EL Reclassification Rate

- Metric updated to reflect most recent data and 3-year goal increased to a more rigorous goal of 30%.

Metric 1.8 - ELPI

- 3-Year goal increased to a more rigorous goal of 65%.

Metric 1.9 - English CAASPP/GPA

- 3-Year goal increased to a more rigorous goal of 55% Meeting/Exceeding Standard on CAASPP.

Metric 1.10 - Math CAASPP/GPA

- 3-Year goal increased to a more rigorous goal of 45% Meeting/Exceeding Standard on CAASPP and GPA goal to 3.0 in the middle school.

Metric 1.11 - Science CAASPP/GPA

- 3-Year goal increased to a more rigorous goal of 45% Meeting/Exceeding Standard on CAASPP and GPA goal to 3.5 in the middle school.

Metric 1.12 - Social Science GPA

- 3-Year goal increased to a more rigorous goal of a 3.5 GPA in both middle school and upper school.

Metric 1.13 - World Language GPA

- 3-Year goal increased to a more rigorous goal of a 3.5 GPA.

Metric 1.14 - Health and Wellness GPA/PFT

- 3-Year goal increased to a more rigorous goal of a 3.7 GPA in the middle school and 3.5 in the upper school.

Metric 1.15 - Teacher Retention (First Year Teachers)

- New metric has been added to track how many first year teachers (defined as teachers who are new to the profession) that are deemed to be "Skillful," "Proficient," or "Developing" continue at MWA.

Metric 1.16 - Teacher Retention (Continuing Teachers)

- New metric has been added to track how many continuing teachers (defined as teachers who are continuing beyond their first year in the profession) that are deemed to be Skillful, Proficient, or Developing continue at MWA.

Metric 1.17 - Teacher Proficiency

- New metric has been added to track the percentage of teachers who are deemed "Proficient" or "Skillful" at MWA.

Metric 1.18 - Coaching Sessions

- New metric has been added to track whether or not MWA is providing adequate coaching sessions to teachers. Adequate coaching

sessions would be 2 coaching sessions a month, 2 informal observations a month (with feedback), and 1 formal observation a semester for each teacher.

Action 1.1 - Enhancing Instructional Capacity and Professional Growth

Language on "specialized learners" has been expanded to explicitly reference accelerated learners when speaking on Gate in the action description. Updated referenced metrics to include new metrics 1.15 (Teacher Retention: New Teachers), 1.16 (Teacher Retention: Continuing Teachers), 1.17 (Teacher Proficiency), and 1.18 (Coaching Sessions).

Action 1.3 - Enhancing Progress Monitoring and Data Analysis

- Changed 1.3.1 from " Data Analysis Skills for Teachers" to " Data Analysis Skills" and added 1.3.1.b "Engage students in analyzing their own data" to explicitly call out involving students in this process.

Goal 2: College and Career Readiness

Metric 2.1 - CTE

- Course enrollment metric 3-year goal increased to a more rigorous goal of 25% with the knowledge that a second CTE pathway will be needed to reach this goal.

Metric 2.2 - A-G Completion %

- 3-Year goal changed to 95% to better reflect graduation rate goal.

Metric 2.7 - CCI

- 3-Year goal increased to a more rigorous goal of 60%.

Metric 2.8 - UC and CSU Eligibility

- CSU eligibility metric 3-Year goal changed to 98% to better reflect graduation rate goal.
- 3-Year goal increased to reflect more rigorous CTE course enrollment goal.

Action 2.1 - Vertically Aligned Systems for Seamless College and Career Support

- Language on "critical learner groups" has been expanded to include Accelerated Learners in action description, identified needs, and how the action addresses needs.

Action 2.3 - Graduation Pathways

- Language on "critical learner groups" has been expanded to include Accelerated Learners in action description, identified needs, and how the action addresses needs.

Goal 3: Diversity, Equity, and Inclusion

Explanation of why the LEA has developed this goal

- Language on "students who require additional support" has been expanded to include Accelerated Learners for overall goal. Updated referenced metrics to include new metric 3.17 (Staff Satisfaction).

Metric 3.1 - Chronic Absenteeism Rates

- Metric updated to reflect most recent data.

Metric 3.2 - Average Daily Attendance (ADA) Rates

- Metric updated to reflect most recent data.

Metric 3.3 - Suspension Rate

- Metric updated to reflect most recent data.

Metric 3.4 - Expulsion Rate

- Metric updated to reflect most recent data and 3-year goal updated to be in alignment with school trends.

Metric 3.11 - Student Input

- Metric has been updated with more specific instances of student involvement and a more specific 3-year goal has been set.

Metric 3.17 - Staff Satisfaction

- New metric has been added to track data reported in Staff Satisfaction Surveys as a way to measure the impact of our actions on school culture and climate.

Action 3.4 - Increase in School Connectedness

- Updated referenced metrics to include new metric 3.17 (Staff Satisfaction).

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	<p>Support for All Learners: Develop and refine vertically-aligned programs to support all learners.</p> <p>This includes differentiated instruction for English Learners, Foster Youth, Low Income students, and Special Education Students. As well as supporting teachers in delivering this instruction.</p> <p>The progress of this goal will be monitored through EL Reclassification rates, English Learner Progress Indicators, test scores and GPAs. We will ensure this goal is being carried out through teacher attendance in professional development and ELD PLC attendance.</p>	Broad Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

MWA believes that to support all learners, basic requirements must be met and exceeded in the areas of credentials, facilities, and instructional materials. For all students to be successful, they must be taught by teachers who have cleared all of the requirements to teach in the state of California, the facilities have to be free of hazards/unsafe conditions, and all students should have access to the materials they need to obtain a robust and rigorous education. (Action 1.1; Metrics 1.1, 1.2, 1.3, 1.4, 1.15, 1.16, 1.17, 1.18)

While basic conditions are critical to student success, implementation of academic standards and academic growth are the top priority. We believe that tracking metrics in these areas will allow us to monitor the extent to which we provide support for all learners including our Critical Learner Groups. When we analyze our data by cohort, we are able to see a clear pattern of academic improvement. Students who enter MWA in the 5th grade and stay with us through graduation demonstrate gains in their Math and ELA scores. We believe that aligning our programs across all grades will further increase the gains our students demonstrate. Additionally, the alignment will further support our tiered support for English Learners and Students with Disabilities. (Actions 1.1, 1.2, 1.3, 1.4, and 1.5; Metrics 1.2, 1.4, 1.9, 1.10, 1.11, 1.12, 1.13, and 1.14)

Historically, the CA State Dashboard data and local data have informed us that some of our students are not demonstrating enough academic progress, particularly in math for all grades and in English for 5th-8th grades. When we have looked at this data by subgroup, we have not seen as much progress with our African American students, Students with Disabilities, and English learners. Our 11th graders, historically,

have done very well on the SBAC and our seniors have had strong high school graduation rates and college readiness rates. On the SBAC, our Latino subgroup of students have been a top performing subgroup in comparison to other Latino students across the state in the 11th grade. Our English Learner reclassification data has, for the most part, been historically better than average. When we looked at the overall data, as a whole school and by subgroups and grade levels, we wanted to create a goal that acknowledged that although we have a continuum of learners with different needs, our goal is for ALL of our learners to make material progress every year academically. When we ask our educational partners, they have stressed the importance of getting their children reclassified before they start high school so that they can have access to more curriculum and more learning. Our educational partners have also stressed wanting the students who are not working at grade level proficiency to be provided support so that they can get caught up as soon as possible. Our Board of Directors have asked us to make more material progress in math outcomes as evidenced by our SBAC math scores. Given the Dashboard and local data as well as the feedback from educational partners, we think it's important that our goal reflects a commitment to all subgroups of our learners (that are also reflected in the CA State Dashboard). (Actions 1.5 and 1.6; Metrics 1.6, 1.7, 1.8, 1.9, and 1.10)

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	Teacher credentials and assignments % of total teachers credentialed and properly assigned (LCFF Priority 1A)	58.32% (22-23)			75%	
1.2	Instructional Materials As indicated by the CA School Dashboard's "Basics: Teachers, Instructional Materials, Facilities" Local Indicator (LCFF Priority 1B)	Instructional Materials requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis			Instructional Materials requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis	

1.3	Facilities FIT inspection (LCFF Priority 1C)	Middle School: 95.81% ("good") Upper School: 95.97% ("good") (Aug 2023)			Middle School: 97% ("good") Upper School: 97% ("good")	
1.4	Adopted standards are implemented (LCFF Priority 2A)	Implementation of Academic Standards requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis			Implementation of Academic Standards requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis	
1.5	% of Teachers Who Participate in PD	87%			95%	
1.6	ELD PLC Attendance training and progress monitoring (LCFF Priority 7B)	ELD PLC Attendance: 75% School-wide PD sessions on vocabulary strategies			ELD PLC Attendance: 85%	
1.7	EL Reclassification Rate (LCFF Priority 4F)	20% (2023-24)			30%	
1.8	ELPI Percent of EL students making progress via ELPI measure	59.70% (2022-23)			65%	

	(LCFF Priority 4E)				
1.9	CAASPP Scores: English English GPA (LCFF Priority 4A, 7A, and 8)	Schoolwide CAASPP 44% Meeting / Exceeding Standard (2022-23) GPA Middle School: 2.8 Upper School: 2.34 (2022-23)			Schoolwide CAASPP 65% Meeting / Exceeding Standard GPA Middle School: 3.0 Upper School: 3.0
1.10	CAASPP Scores: Math Math GPA (LCFF Priority 4A, 7A, and 8)	Schoolwide CAASPP 21% Meeting / Exceeding Standard (2022-23) GPA Middle School: 2.74 Upper School: 2.47 (2022-23)			Schoolwide CAASPP 45% Meeting / Exceeding Standard GPA Middle School: 3.0 Upper School: 3.0
1.11	CAASPP Scores: Science Science GPA (LCFF Priority 4A, 7A, and 8)	Schoolwide CAASPP 20.95% Meeting / Exceeding Standard (2022-23) GPA Middle School: 2.93 Upper School: 2.51 (2022-23)			Schoolwide CAASPP 45% Meeting / Exceeding Standard GPA Middle School: 3.5 Upper School: 3.0
1.12	GPA for Social Science (LCFF Priority 4A, 7A, and 8)	Middle School: 3.4 Upper School: 3.1 (2022-23)			Middle School: 3.5 Upper School: 3.5
1.13	World Language GPA	3.12			3.5

	(LCFF Priority 4A, 7A, and 8)	(2022-23)				
1.14	Health and Wellness Physical Fitness Test (PFT) scores Health and Wellness GPA (LCFF Priority 4A, 7A, and 8)	PFT 5th, 7th, 9th and all required grades have participated. GPA Middle School: 3.58 Upper School: 3.35 (2022-23)			PFT 5th, 7th, 9th and all required grades have participated. GPA Middle School: 3.7 Upper School: 3.5	
1.15	Teacher Retention Retention rate based on proficiency at the end of cycle 2: First year teachers	New Metric Begin Tracking Next Year			Skillful 75% Proficient: 80% Developing: 50%	
1.16	Teacher Retention Retention rate based on proficiency at the end of cycle 2: Continuing teachers	New Metric Begin Tracking Next Year			Skillful 100% Proficient: 100% Developing: 75%	
1.17	Teacher Proficiency % of teachers ranked as "Proficient" or "Skillful" by the end of the year	New Metric			60%	
1.18	Coaching Sessions All teachers received: 2 Coaching sessions a	New Metric Begin Tracking Next Year			2 Coaching sessions a month: Yes	

	month 2 Informal observations a month (with feedback) 1 Formal observation a semester				2 Informal observations a month (with feedback): Yes 1 Formal observation a semester: Yes	
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Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Enhancing Instructional Capacity	1. Professional Development Calendar: a. Create a yearly plan for teacher training including specialized learners	\$456,399.00	Yes

	<p>and Professional Growth</p>	<p>(Gate or accelerated learners, SPED, English Learners, Foster Youth, Low Income students, etc.)</p> <ul style="list-style-type: none"> i. Ensure plan is equipped with professional development sessions specifically geared towards ELs. b. Focus on helping teachers understand grade-level standards, reading fluency. c. Offer training on analyzing data effectively disaggregated by specialized groups (English Learners, Foster Youth, Low Income Students, etc.). <p>2. Observation Schedule:</p> <ul style="list-style-type: none"> a. Set up a monthly plan for observing teaching practices including the implementation of Individual Education Plans (IEP). b. Provide feedback to teachers c. Make sure feedback matches the teaching and learning schedule. <p>3. State Standards Integration:</p> <ul style="list-style-type: none"> a. Include state standards in teacher observations and lesson plans. b. Help teachers feel confident in teaching according to these standards. c. Ensure lessons align with our educational goals for unduplicated students. 		
<p>1.2</p>	<p>Strengthening Tier 1 Instruction and Differentiation</p>	<p>1. Research-Based Unit Plans:</p> <ul style="list-style-type: none"> a. Make sure teachers use a research-based format for their lesson plans. <ul style="list-style-type: none"> i. Use research based-formats and methodologies when creating lessons for language acquisition programs for ELs. b. Cite standards, success criteria, IEP accommodations, and modifications. c. Aim for consistency and alignment with educational standards. <p>2. Meetings led by Instructional Leaders:</p> <ul style="list-style-type: none"> a. Organize regular meetings between teachers and Instructional Leadership Team members. b. Review work from students that are at-risk, Long-Term English Language Learners, EL, and SPED. 	<p>\$1,557,510.00</p>	<p>Yes</p>

		<ul style="list-style-type: none"> c. Share strategies to help students improve. d. Encourage teamwork and sharing of successful teaching methods. 		
1.3	Enhancing Progress Monitoring and Data Analysis	<ul style="list-style-type: none"> 1. Data Analysis Skills: <ul style="list-style-type: none"> a. Teach teachers how to analyze student assessment data, including formative and summative data. <ul style="list-style-type: none"> i. Help them adjust teaching methods based on this data. ii. Make sure adjustments fit within the teaching and learning cycle. b. Engage students in analyzing their own data. <ul style="list-style-type: none"> i. Help them with goal-setting based on overall school goals and personal achievements. 2. Disaggregated Assessment Data: <ul style="list-style-type: none"> a. Separate assessment data to track different student groups. b. Include English Learners, LTELs, students with disabilities, race/ethnicity groups, and income groups. c. Ensure everyone gets the support they need in regards to literacy and numeracy skills. d. Work to close achievement gaps between different student groups. <ul style="list-style-type: none"> i. Including differences for English Learners, LTELs, students with disabilities, race/ethnicity groups, and income groups. 	\$1,159,107.00	Yes
1.4	Improve Academic Outcomes for Special Education Students	<ul style="list-style-type: none"> 1. Students with disabilities will annually increase their English DFS in English and Math by a minimum of 3 points to achieve a color rating of orange as reflected on the English & Math indicators on the CA State Dashboard. 2. MWA administers Interim Assessment Benchmarks (IABs) two times before the annual CAASPP administration. <ul style="list-style-type: none"> i. Teachers have an opportunity to analyze their data from the IABs as a way to inform their instruction. ii. The data will also be shared with Special Education teachers so that they can provide additional support as needed based on the student's performance on the exams. 	\$655,337.00	No

<p>1.5</p>	<p>Enhancing the Learning Environment for English Learners Through Staff PD</p>	<p>1. Intentionally add time into the PD scope and sequence to provide training on strategies to support integrated ELD instruction . i. Continue to provide separate PD sessions specifically geared towards designated ELD teachers . 2. As the majority of instruction occurs primarily in integrated classrooms, all teachers will receive support on how to scaffold instruction specifically for ELs 3. Provide PD to teachers focused on how to support ELs build reading skills. i. Focus on supporting LTELs in the upper school with reading.</p>	<p>\$330,960.00</p>	<p>Yes</p>
<p>1.6</p>	<p>Language Acquisition Program</p>	<p>1. Ensure all teachers have access to standards aligned curriculum in learning spaces which supports ELs 2. Designated eld teachers will continue utilizing the Structured English Immersion Program as our Language Instruction Program (LIP) to support ELs and LTELs in English language acquisition.</p>	<p>\$89,988.00</p>	<p>Yes</p>

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	<p>College and Career Readiness: Refine holistic support for college and career readiness that build all students' capacity for graduation and success beyond high school.</p> <p>This will focus on English Learners, Low-Income, African-American Youth, Special Education, Foster Youth.</p> <p>The progress of this goal will be monitored through graduation rates, AP pass rates, students prepared for college, CTE pathway completion, CCI, EAP, UC and CSU eligibility, pathway and student meetings, and dropout rates. The foundation for this goal is built by ensuring that students have access to a broad course of study.</p>	Broad Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

An explanation of why the LEA has developed this goal.

MWA's data for College and Career Readiness has historically been high. Like most schools, we saw a decline in our data during the COVID-19 pandemic but our outcomes remain strong.

For this goal, it was most relevant to track our College and Career Readiness and Course Access metrics. Our mission is to prepare all of our students to engage in an appropriately rigorous post-secondary pathway. We know that not all students want to pursue higher education and we want to ensure that they are all college-eligible when they leave MWA. (Actions 2.1, 2.2, and 2.3; Metrics 2.1, 2.2, 2.3, 2.6, 2.7, 2.8, 2.10, 2.12 and 2.13)

Given our historical and persistent success in this area as demonstrated by our Dashboard data, we think it is important to continue to reflect upon and refine our practices. How can we further prepare our students to be more prepared for college and career? What skills can we help them develop that will allow them success beyond high school? Again, given our strong data in the areas of high school graduation rates and college and career readiness, we thought it was important to continue to evolve and adapt to any new challenges that would deter ongoing success in this area. Beyond being a place for academic and social-emotional learning, the ultimate measure of readiness, from a post-

secondary perspective, is our students' success in college and in an early career. These two areas set the early stage for their careers and their lives for well into the future. (Actions 2.1, 2.2, 2.3 and 2.13; Metrics 2.1, 2.3, 2.4, 2.9, 2.10, 2.11)

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	CTE Course Enrollment Pathway completion % (LCFF Priority 4C)	Course Enrollment: 14% Pathway Completion: 81.11% (2022-23)			Course Enrollment: 25% Pathway Completion: 86%	
2.2	A-G Completion % (LCFF Priority 7A)	89% (2022-23)			95%	
2.3	Graduation Rate (LCFF Priority 5E)	4 Year Graduation Rate: 86.9% 5 Year Graduation Rate: 90.9% (2022-23)			4 Year Graduation Rate: 91% 5 Year Graduation Rate: 95%	
2.4	Drop Out Rate Middle School and Upper School (LCFF Priority 5C and 5D)	US 5.3% MS 0% (2022-23)			US 1.3% MS 0%	
2.5	AP Pass Rate 3 or higher	42% (2022-23)			46%	

	(LCFF Priority 4G)				
2.6	EAP % HS students who participate in & demonstrate college readiness as determined by EAP ELA & EAP Math (LCFF Priority 4H)	EAP ELA: 51% EAP Math: 13% (2022-23)			EAP ELA: 55% EAP Math: 17%
2.7	CCI Percent identified as prepared on College and Career Indicator (LCFF Priority 4H)	54.7% (2022-23)			60%
2.8	UC and CSU Eligibility (LCFF Priority 4B)	CSU eligible 84/85 (98%) UC eligible 49/85 (57%) (2023-24)			CSU eligible: 98% UC eligible: 75%
2.9	How Many Pathways and Student Meetings	New Metric -- Not Yet Tracked			150
2.10	Post-Secondary Planning Percent of graduates having a post secondary plan across a range of pathways, including: (1) Four-year college or university (2) Community college	100% (2023-24)			100%

	(3) Military enlistment (4) Job program; (5) Current job or job offer (6) Trade program or apprenticeship (7) Gap year program					
2.11	Number of Field Trips	New Metric Begin Tracking Next Year			1 college/career-related field trip for each grade-level.	
2.12	Students Have Access to a Broad Course of Study (LCFF Priority 7A)	CA State Dashboard: Standard Met			CA State Dashboard: Standard Met	
2.13	% of all students that have completed CTE pathway and are UC/USC Eligibility (LCFF Priority 4D)	21%			25%	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Vertically Aligned Systems for Seamless College and Career Support	<p>1. Improving Support for Intersectional Critical Learning Groups:</p> <ul style="list-style-type: none"> a. Make sure different school departments work well together to help students who need extra support in intersecting critical learning groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth, Accelerated Learners). b. This helps ensure that all students receive comprehensive support, mentally, physically, and academically. c. Having regular meetings will help address specific needs and create systematic practices. d. This approach fosters continued connections and norms that benefit all students, particularly those in intersectional critical learning groups. <p>2. Evaluating College and Career Readiness:</p> <ul style="list-style-type: none"> a. Look at how well students are prepared for college and careers. b. Check how well the school is helping students from intersectional backgrounds get ready for college and careers. c. Use this information to make sure the school's plans and partnerships are working well. 	\$975,741.00	Yes
2.2	College and Career Pathway Scope and Sequence	<p>1. College and Career Readiness Workshops:</p> <ul style="list-style-type: none"> a. Focus on improving college and career readiness for MWA students, staff, and families. 	\$2,127,225.00	Yes

		<p>b. CCC (College and Career Center) will organize workshops and field trips to help everyone understand what it means to be college and career ready.</p> <p>c. These workshops aim to address any learning gaps and strengthen the college and career-oriented mindset within the MWA community and the community surrounding our unduplicated students (English Learners, Low-Income, Foster Youth).</p> <p>d. Intentionally implement college and career readiness skills earlier on with a focus on the Middle School and 9th grade for all students, including unduplicated student groups (English Learners, Low-Income, Foster Youth).</p>		
<p>2.3</p>	<p>Graduation Pathways</p>	<p>1. Early Preparation:</p> <p>a. Focus on preparing students early and meeting state standards.</p> <p>b. A-G course access for all critical learner groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth, Accelerated Learners)</p> <p>c. Provide these students with opportunities to complete the California Minimum High School Graduation Requirements and earn a diploma, such as credit recovery or a fifth year of instruction.</p> <p>d. Ensure students have the chance to pursue postsecondary education, training, employment, and community participation provided through opportunities such as community engagement and field trips.</p> <p>e. Ensuring MS students have access to transitioning students in the Upper School to look forward to their own transition</p> <p>2. Support for State Requirements:</p> <p>a. Assess pathways outlined in AB104 and SB141 to ensure compliance.</p> <p>i. SB114's focus is on creating alternate pathways for students with disabilities to access the core curriculum and earn a high school diploma.</p> <p>ii. AB104 allows exemptions for students in their third or fourth year of high school who aren't on track to graduate in four years.</p>	<p>\$937,754.00</p>	<p>Yes</p>

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	<p>Diversity, Equity, and Inclusion: Create a safe, inclusive, and high-performing environment for all students and adults that are informed through the lens of diversity, equity, and inclusion.</p> <p>We will work with students and families to build a sense of connectedness and safety while working to decrease the number of students who are suspended through holistic supports, specifically for English Learners, Low-Income, Foster Youth, and SPED students.</p> <p>The progress of this goal will be monitored through suspension, expulsion attendance, chronic absenteeism and retention rates. We will support increasing diversity, equity, and inclusion on our campus by increasing parent participation, student participation, professional development for staff focused on specific student groups, and events.</p>	Broad Goal

State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)

An explanation of why the LEA has developed this goal.

One of our core values is community; MWA was founded on the belief that diversity, equity and inclusion are a critical part of learning. In June 2022, the Making Waves Education Foundation installed two monuments to name MWA a Campus for Equity in Education in honor of our founders as a way to recognize their commitment and impact. The campus naming is consistent with the founder’s vision for Richmond, our students, and their families – a school in the community that can be an example of what it means to provide students with the kind of educational opportunities all students in our country deserve – no matter their family’s race/ethnicity, income, zip code, or background. In the context of the learning environment, we believe family partnerships, student engagement, and school climate are directly connected to a student's sense of belonging which can deeply impact their ability to learn. (Actions 3.2 and 3.4; Metrics 3.5, 3.6, 3.7, 3.8, 3.11, 3.14, 3.15, 3.16, 3.17)

We believe that strong partnerships with parents is incredibly valuable and we want to continue monitoring our efforts on that front. An engaged parent can be one of the most effective levers to engage our students. This is especially true for students who require additional support (SPED, EL, socio-economically disadvantaged, chronically absent, accelerated learners, etc.). (Action 3.2; Metrics 3.5, 3.6, 3.7, and 3.8)

CA State Dashboard data has told us that historically we have had high suspension rates, specifically with our English Learners, Latino, students with disabilities, and low-income student groups. While our internal data shows that these suspensions have happened due to major offenses, we strive to reduce the number of these incidents through training student support. Our suspension rates for students with disabilities has qualified us for Differentiated Assistance, leading us to give addition focus to this student group. We will be using PBIS (Positive Behavior Interventions and Supports) to promote positive behavior, as well as training staff to better understand disabilities as to create an environment that can holistically support our students. (Actions 3.1 and 3.3; Metrics 3.3, 3.4, 3.9, and 3.10)

Lastly, we want all of our students to feel safe so they continue coming to school. This starts by creating an inclusive environment that prioritizes learning and student success. If students do not feel safe, they will have a very difficult time accessing their education. (Action 3.4; Metrics 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.13, 3.13)

Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Chronic Absenteeism Rate % who are absent, excused or unexcused, more than 10% of school days (LCFF Priority 5B)	20% (2023-24)			15%	
3.2	Attendance Rate ADA (Average Daily Attendance) Rates (LCFF Priority 5A)	94% (2023-24)			96%	
3.3	Suspension Rate (LCFF Priority 6A)	15%			9%	

3.4	Expulsion Rate (LCFF Priority 6B)	0.2%			<1%	
3.5	School Climate Surveys Parent, students, and teachers, related to: feel that the school is safe (LCFF Priority 6C)	Middle School Students: 56% Upper School Students: 54% Parents: 88.9%			Middle School Students: 62% Upper School Students: 60% Parents: 93%	
3.6	School Climate Surveys Parent, students, and teachers, related to: school connectedness (LCFF Priority 6C)	Middle School Students: 52% Upper School Students: 43% Parents: 87.5%			Middle School Students: 70% Upper School Students: 70% Parents: 90%	
3.7	Parent Participation: Percentage of parents who have completed Skills academy post survey (LCFF Priority 3A, 3B, and 3C)	Pilot Program Results: 1/1 Parent has completed survey			75%	
3.8	Number of Parents who participate in family workshops per semester (LCFF Priority 3A and 3B)	Based on February Survey: Back to School Day-36 Saturday Parent Meetings-18 Parent Education Workshops-11 ELAC-11			Based on February Survey: Back to School Day-43 Parent Meetings/Advisor Family Conferences-24	

		LCAP-9 Advisor Family Conferences-7			Parent Education Workshops-18 ELAC-13 LCAP-11	
3.9	PD sessions offered to staff Focused on partnering with families of critical learner groups (LCFF Priority 3B)	1			3	
3.10	PD sessions offered to staff Focused on intervention strategies for students with disabilities (LCFF Priority 3C)	1			3	
3.11	Student Input Measure of student input in decision making, including sub-groups (LCFF Priority 6C)	Students vote for dance and Spirit Week themes. ASB influenced changes in student dress code (dress code now includes black pants again) and the nutritional policy (in November lunch options changed and MWA began exploring new options with our vendor)			Engage at least 3 student groups in policy changes.	

3.12	8th grade retention rates (LCFF Priority 5C and 6C)	92% (2022-23)			97% (Pre-Pandemic Baseline)	
3.13	Upper school retention rates (LCFF Priority 5D and 6C)	93.9% (2022-23)			98% (Pre-Pandemic Baseline)	
3.14	Were all engagement events added to the master calendar prior to the start of the school year? (y/n) (LCFF Priority 3A and 6C)	New metric No			Yes	
3.15	Were all engagement events promoted through the following means (y/n): Campus signage: Parent Communication Tool: Other Promotional Materials: (LCFF Priority 3A and 6C)	New metric Campus signage: No Parent Communication Tool: No Other Promotional Materials: No			Campus signage: Yes Parent Communication Tool: Yes Other Promotional Materials: Yes	
3.16	Student vs. Staff Demographics (LCFF Priority 6C)	Students and Staff Race/Ethnicity African American Students: 7.7%			Continue to improve staff recruitment efforts to diversify our staff	

		<p>Faculty/Staff: 18.3%</p> <p>American Indian Students: 0.3% Faculty/Staff: Not Reported</p> <p>Asian Students: 2.3% Faculty/Staff: 8.5%</p> <p>Filipino Students: 0.8% Faculty/Staff: Not Reported</p> <p>Hispanic Students: 85.9% Faculty/Staff: 39.6%</p> <p>Two or More Races Students: 0.6% Faculty/Staff: 3%</p> <p>White Students: 1.3% Faculty/Staff: 23.2%</p> <p>Unidentified/Opt-Out Students: Not Reported Faculty/Staff: 6.1%</p>			<p>demographics; staff demographics will closely mirror the demographics of the students we seek to serve.</p>	
3.17	<p>Staff Satisfaction Survey: Overall, how do you feel as an employee of MWA? (LCFF Priority 6C)</p>	<p>"I always feel good" 17%</p> <p>"I often feel good" 56%</p> <p>"I sometimes feel good"</p>			<p>"I always feel good" 30%</p> <p>"I often feel good" 55%</p>	

		23%			"I sometimes feel good" 13%	
		"I seldom feel good" 4%			"I seldom feel good" 2%	

Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

Not Applicable

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Student Support Services for Students that are Suspended	1. Student Support Services for Suspended Students: a. Focus on students not getting needed support for behavior issues leading to repeated problems and negative feelings, especially for unduplicated student groups (English Learners, Low-Income, Foster Youth).	\$813,767.00	Yes

		<ul style="list-style-type: none"> b. Review suspension data and talk with students to better understand their needs. i. Give special attention to the data behind why English Learners, Hispanic, and Socioeconomically Disadvantaged students have higher suspension rates ii. Give special attention to the talking with English Learners, Hispanic, and Socioeconomically Disadvantaged students to better understand their needs c. Target skills like self-control, emotional identification, and anxiety reduction. i. Bring in external community engagement to support students in learning these skills. d. Provide support while students participate, keeping families updated and offering learning resources. e. Improve communication between schools and families. f. Address tough topics at home and build a stronger educational support network for students. 		
<p>3.2</p>	<p>Integrated Family Engagement</p>	<ul style="list-style-type: none"> 1. Engaging Families with Consistent Accessible Opportunities: <ul style="list-style-type: none"> a. Ensure families have regular and easy chances to join in with the school community, including families of unduplicated student groups (English Learners, Low-Income, Foster Youth). b. Ask families what they're interested in and what they need through a survey <ul style="list-style-type: none"> i. This way we can discover new family engagement strategies that are specifically designed to engage families in the MWA community. ii. This will also include families in decision-making processes. c. Plan workshops, field trips, and community engagement that families will like and find useful in supporting their students. d. Put workshop dates on the school calendar and tell families about them through signs and the parent portal. e. Update signs, the parent portal, and other things to talk better with families. f. This way, the school wants to make sure families and the school work well together and feel connected. 	<p>\$522,409.00</p>	<p>Yes</p>

<p>3.3</p>	<p>SWD Suspension Rate Reduction</p>	<p>1. Reducing Suspension Rates for Students with Disabilities: a. Find out why students with disabilities are suspended often. b. Use PBIS (Positive Behavior Interventions and Supports) to promote good behavior and make the school welcoming for everyone. c. Set clear behavior rules, reward good behavior, and help students who might get suspended. d. Train staff on understanding disabilities, managing behavior, calming situations down, and talking well with students who have disabilities. e. Make sure families and the school work together to help each student.</p>	<p>\$435,054.00</p>	<p>No</p>
<p>3.4</p>	<p>Increase in School Connectedness</p>	<p>1. Building a Supportive Environment: a. Create a school where students, including unduplicated student groups (English Learners, Low-Income, Foster Youth), feel valued and connected. b. Assess the current environment through interviews, student groups, and surveys to find strengths, weaknesses, and areas for improvement. c. Encourage positive interactions with team-building activities, peer support groups, and projects. d. Embrace diversity by celebrating different cultures, languages, and traditions through events and activities. i. This includes bringing in external contractors who best represent our unduplicated students to build this community awareness and connection.</p> <p>2. Community Involvement a. Give students a voice in decision-making, including unduplicated student groups (English Learners, Low-Income, Foster Youth). b. Involve families by organizing workshops and opportunities for them to participate. c. Create experiences for unduplicated students outside of the classroom and MWA to community build through field trips that value exposure to diverse cultures and experiences. d. By doing this, MWA aims to make students feel connected, supported, and empowered to succeed socially and academically in a positive and inclusive environment for our unduplicated student groups (English Learners, Low-Income, Foster Youth) and all students.</p>	<p>\$675,327.00</p>	<p>Yes</p>

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Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2024-25]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$3,133,215	\$245,162

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
26.832%	0.000%	\$0.00	26.832%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

Required Descriptions

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.1	<p>Action: Enhancing Instructional Capacity and Professional Growth</p> <p>Need: This goal was created to provide support for students in order to increase performance in all academic standards. In order to lower the</p>	<p>Improve instructional coaching and professional development opportunities for educators, ensuring deep understanding of grade-level standards and effective analysis of unduplicated student data to drive instructional decision-making.</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of</p>	<p>1.1 (Teacher Credentials), 1.2 (Instructional Materials), 1.3 (Facilities), 1.4 (Adopted Standards), 1.5 (PD Participation), 1.6 (ELD PLC), 1.9 (ELA CAASPP/GPA), 1.10</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>population of Tier 2 and Tier 3 students (Gate, SPED, English Learners, Foster Youth, Low Income students, etc.), Tier 1 instruction must be strengthened and all curriculum internalized by core subject educators.</p> <p>Scope: LEA-wide</p>	<p>85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	<p>(Math CAASPP/GPA), 1.11 (Science CAASPP/GPA), 1.15 (Social Science GPA), 1.13 (World Language GPA), 1.14 (Health and Wellness PFT/GPA), 1.15 (Teacher Retention: New Teachers), 1.16 (Teacher Retention: Continuing Teachers), 1.17 (Teacher Proficiency), 1.18 (Coaching Sessions)</p>
<p>1.2</p>	<p>Action: Strengthening Tier 1 Instruction and Differentiation</p> <p>Need: To provide high-quality, standards-aligned, and differentiated instruction --for students that are at-risk, Long-Term English Language Learners, ELL, and SPED-- through the utilization of research-based unit planning formats and ongoing collaboration among teachers and content leads to support student mastery.</p> <p>Scope: LEA-wide</p>	<p>Develop and implement a comprehensive plan for family workshops that is based on surveyed interests, establishes a regular and consistent set of events, and that are promoted effectively to all parents, guardians, and families of our unduplicated student groups (English Learners, Low-Income, Foster Youth).</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	<p>1.7 (EL Reclassification), 1.8 (ELPI), 1.9 (ELA CAASPP/GPA), 1.10 (Math CAASPP/GPA), 1.11 (Science CAASPP/GPA), 1.15 (Social Science GPA), 1.13 (World Language GPA), 1.14 (Health and Wellness PFT/GPA)</p>
<p>1.3</p>	<p>Action: Enhancing Progress Monitoring and Data Analysis</p> <p>Need: This goal was created to address the need of</p>	<p>To empower teachers to utilize student assessment data effectively within the teaching and learning cycle, providing targeted interventions and monitoring progress of student subgroups -- including Include English Learners, LTELs, students with disabilities, race/ethnicity groups, and</p>	<p>1.1 (Teacher Credentials), 1.2 (Teacher Misassignments), 1.5 (PD Participation), 1.7 (EL Reclassification), 1.8 (ELPI)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>supporting teachers with monitoring tools to aid them in assessing standards-based instruction delivered to various student groups. Evaluated data must reflect students' acquisition of grade-level skills in order for educators to evaluate their own instruction and how it impacts specific student groups.</p> <p>Scope: LEA-wide</p>	<p>income groups-- to ensure equitable support for all learners.</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	
<p>1.5</p>	<p>Action: Enhancing the Learning Environment for English Learners Through Staff PD</p> <p>Need: This goal was created to ensure that English Learners are being provided with instruction and support that best meets their needs. MWA is made up of 20% ELs, making it imperative that teachers have the knowledge and skills to provide our students with best-in-class supports to prepare them for their future.</p> <p>Scope: Schoolwide</p>	<p>Improve instructional coaching and professional development opportunities for educators to best support the needs of ELs.</p> <p>This action is provides school-wide as 20% of our students are ELs and all classrooms are integrated classrooms so all teachers will benefit from these PD sessions.</p>	<p>1.7 (EL reclassification rate), 1.8 (ELPI), 3.10 (PD Sessions - Critical Learner Groups)</p>
<p>1.6</p>	<p>Action: Language Acquisition Program</p> <p>Need: In 2023 MWA had 53.4% of English Learners progress at least one ELPI level, and has met our EL reclassification rate goal that we set in our last LCAP. Because of this, we will continue using methods that we have found to</p>	<p>Continue providing standards aligned curriculum specifically for designated ELs from CA approved materials list.</p>	<p>1.7 (EL reclassification rate), 1.8 (ELPI)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>be successful. We will continue having this as a focus in our LCAP as 20% of MWA students are ELs.</p> <p>Scope: LEA-wide</p>		
<p>2.1</p>	<p>Action: Vertically Aligned Systems for Seamless College and Career Support</p> <p>Need: Practices are in place to best serve our MWA students/critical learner groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth, Accelerated Learners). However, there is strong need for other departmental involvement in order to serve the "whole student" efficiently. MWA Departments should work in partnership with the CCC Department to provide seamless support to MWA students/critical learning groups (English learners, Low-Income, African-American Youth, Special Education, Foster Youth, Accelerated Learners). pertaining to their college and career readiness and post-secondary success needs.</p> <p>Scope: LEA-wide</p>	<p>Develop and implement a systematic partnership agreement within MWA to address and identify the college and career readiness and post-secondary needs of critical learning groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth, Accelerated Learners). Additionally, continue to update the practices to ensure that MWA students' specific needs are met.</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	<p>2.3 (Graduation Rate), 2.4 (Drop-Out Rate), 2.6 (EAP), 2.7 (CCI), 2.12 (Access to a Broad Course of Study)</p>
<p>2.2</p>	<p>Action: College and Career Pathway Scope and Sequence</p>	<p>Develop and implement a strategic plan that encompasses the development of a scope and sequence that addresses the implementation of age appropriate college and career readiness</p>	<p>2.1 (CTE Enrollment and completion), 2.6 (EAP), 2.7 (CCI), 2.8 (US and CSU Eligibility), 2.10 (Post-</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Need: MWA is known for its college and career going culture and the desire for all students to be college and career ready. However, an important component is needed in order to support the idea of this culture. MWA's goal is to develop an age-appropriate curriculum and rigorous course of study through access to courses that will allow the students (English Learners, Foster Youth, Low Income students) to develop a comprehensive and distinct understanding behind the meaning of being college ready and/or career ready. Part of this implementation will also involve fully educating and supporting MWA staff in delivering content that is relevant to MWA's four pillars. This will also aid in educating families of English Learners, Foster Youth, Low Income students on the importance of college and career readiness and the part they play in their student's success.</p> <p>Scope: LEA-wide</p>	<p>curriculum for critical learning groups (English learners, Low-Income, African-American Youth, Special Education, Foster Youth) starting in the Middle School grades through Upper School grades.</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	<p>Secondary Planning), 2.11 (Number of Field Trips)</p>
<p>2.3</p>	<p>Action: Graduation Pathways</p> <p>Need: MWA's goal is to refine the approach to supporting individual graduation pathway plans for critical learning groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth, Accelerated Learners), starting in the 9th grade. These plans will more closely track and monitor the</p>	<p>Strengthen and refine existing plan to better serve MWA students in critical learning groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth, Accelerated Learners) and as a whole as they move through the graduation process.</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our</p>	<p>2.1 (CTE Enrollment and completion), 2.2 (A-G Completion), 2.3 (Graduation Rate), 2.5 (AP Pass Rate), 2.7 (CCI), 2.11 (Number of Field Trips), 2.12 (Access to a Broad Course of Study)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>progress towards high school graduation and the development of post-secondary plans in order to align with the college and career readiness mission and vision.</p> <p>Scope: LEA-wide</p>	<p>English Learners, Foster Youth, and Low Income students.</p>	
<p>3.1</p>	<p>Action: Student Support Services for Students that are Suspended</p> <p>Need: Students that are suspended are not receiving necessary supports/interventions to address future behavior concerns. On the CA State Dashboard, our suspension rate is in the red and has been shown to increase +2.7%. The specific student groups in the red that are addressed here are: English Learners, Hispanic, and Socioeconomically Disadvantaged students.</p> <p>Scope: LEA-wide</p>	<p>Refer students that have been suspended to Student Support Services to be placed on Tier 2 or 3 with targeted skills to be taught in various formats with a focus on critical learning groups and unduplicated student groups (English Learners, Low-Income, Foster Youth).</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	<p>3.1 (Chronic Absenteeism Rate), 3.2 (Average Daily Attendance), 3.3 (Suspension Rate), 3.4 (Expulsion Rate), 3.12 (8th Grade Retention Rates), 3.13 (Upper School Retention Rates), 2.13 (Field Trips)</p>
<p>3.2</p>	<p>Action: Integrated Family Engagement</p> <p>Need: Families (including those of English Learners, Foster Youth, and Low-Income students) lack consistent and accessible opportunities to engage with the school community, resulting in limited participation and a sense of disconnection.</p>	<p>Develop and implement a comprehensive plan for family workshops that is based on surveyed interests, establishes a regular and consistent set of events, and that are promoted effectively to all parents, guardians, and families of our unduplicated student groups (English Learners, Low-Income, Foster Youth).</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of</p>	<p>3.1 (Chronic Absenteeism Rate), 3.2 (Average Daily Attendance), 3.7 (Parent Participation), 3.8 (Number of Parents who Participate in Workshops), 3.9 (PD Sessions: Partnering with Families), 3.12 (8th Grade Retention Rates), 3.13 (Upper School Retention</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>Scope: LEA-wide</p>	<p>85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	<p>Rates), 3.14 (Engagement Events: Master Calendar), 3.15 (Engagement Events: Promoted), 2.13 (Field Trips)</p>
<p>3.4</p>	<p>Action: Increase in School Connectedness</p> <p>Need: According to the Student Climate Survey given in February 2024, 47% of students schoolwide feel a school connectedness resulting in students not feeling valued, respected, nor engaged in their learning. As 85% of our student population is considered to be unduplicated, this feedback is indicative of needing to address this with our English Learners, Foster Youth, and Low-Income students.</p> <p>Scope: LEA-wide</p>	<p>Achieve a school atmosphere that increases school connectedness based on School Climate Survey results, assessment of current environment, while fostering student voice and leadership for our unduplicated student groups (English Learners, Low-Income, Foster Youth).</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	<p>3.5 (School Climate Survey: Safety), 3.6 (School Climate Survey: Connectedness), 3.10 (PD: Interventions for Students with Disabilities), 3.11 (Student Input), 3.12 (8th Grade Retention Rates), 3.13 (Upper School Retention Rates), 3.16 (Student vs. Staff Demographics), 3.17 (Staff Satisfaction), 2.13 (Field Trips)</p>

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

MWA does not have any limited actions in this LCAP cycle. 84.36% of MWA students count as Unduplicated Students, so contributing actions are provided LEA-Wide to best support all unduplicated students and other critical learning groups regardless of race/ethnicity, income-level, English proficiency, foster youth status, gender, ability, etc..

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Making Waves Academy, a single-school LEA, has a high concentration of unduplicated pupils (English learners, low-income students, and foster youth): 84.36%. As such we receive the concentration grant and the newer concentration grant “add on.” We will utilize the additional concentration grant add-on funding to increase the number of staff providing direct services to students, through the hiring of a new Social Worker and a new Upper School Dean. While social workers will be spending the majority or their time supporting Goal 3 Action 1 (Student Support Services for Students that are Suspended), they will also spend a considerable amount of time on Goal 3 Action 2 (Integrated Family Engagement), Goal 3 Action 3 (SWD Suspension Rate Reduction), and Goal 3 Action 4 (Increase in School Connectedness). A small part of their time will be dedicated towards supporting Goal 2 (College and Career Readiness) as a whole. Deans will be spending their time in a similar way, however they will be spending significantly more time supporting with Goal 3 Action 4 (Increase in School Connectedness).

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	N/A	N/A
Staff-to-student ratio of certificated staff providing direct services to students	N/A	N/A

2024-25 Total Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
	[INPUT]	[INPUT]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]
Totals	11,677,020	3,133,215	26.832%	0.000%	26.832%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]
Totals	\$9,224,793.00	\$1,036,928.00		\$474,857.00	\$10,736,578.00	\$10,647,128.00	\$89,450.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
This table was automatically populated from this LCAP.															
1	1.1	Enhancing Instructional Capacity and Professional Growth	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$456,399.00	\$0.00	\$312,335.00			\$144,064.00	\$456,399.00
1	1.2	Strengthening Tier 1 Instruction and Differentiation	English Learners	Yes	LEA-wide	English Learners			\$1,547,510.00	\$10,000.00	\$1,483,443.00			\$74,067.00	\$1,557,510.00
1	1.3	Enhancing Progress Monitoring and Data Analysis	English Low Learners Income	Yes	LEA-wide	English Learners Low Income			\$1,149,107.00	\$10,000.00	\$1,001,604.00			\$157,503.00	\$1,159,107.00
1	1.4	Improve Academic Outcomes for Special Education Students	Students with Disabilities	No					\$655,337.00	\$0.00		\$607,874.00		\$47,463.00	\$655,337.00
1	1.5	Enhancing the Learning Environment for English Learners Through Staff PD	English Learners	Yes	Schoolwide	English Learners			\$330,960.00	\$0.00	\$330,960.00				\$330,960.00
1	1.6	Language Acquisition Program	English Learners	Yes	LEA-wide	English Learners			\$89,988.00	\$0.00	\$69,129.00			\$20,859.00	\$89,988.00
2	2.1	Vertically Aligned Systems for Seamless College and Career Support	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$968,291.00	\$7,450.00	\$973,390.00			\$2,351.00	\$975,741.00
2	2.2	College and Career Pathway Scope and Sequence	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$2,112,225.00	\$15,000.00	\$2,127,225.00				\$2,127,225.00
2	2.3	Graduation Pathways	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth			\$922,754.00	\$15,000.00	\$933,204.00			\$4,550.00	\$937,754.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
						Low Income									
3	3.1	Student Support Services for Students that are Suspended	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$800,767.00	\$13,000.00	\$789,767.00			\$24,000.00	\$813,767.00
3	3.2	Integrated Family Engagement	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$519,409.00	\$3,000.00	\$522,409.00				\$522,409.00
3	3.3	SWD Suspension Rate Reduction	Students with disabilities that have been suspended with Disabilities	No					\$429,054.00	\$6,000.00	\$6,000.00	\$429,054.00			\$435,054.00
3	3.4	Increase in School Connectedness	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$665,327.00	\$10,000.00	\$675,327.00				\$675,327.00

2024-25 Contributing Actions Table

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
[INPUT]	[INPUT]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]		[AUTO-CALCULATED]
11,677,020	3,133,215	26.832%	0.000%	26.832%	\$9,218,793.00	0.000%	78.948 %	Total:	\$9,218,793.00
								LEA-wide Total:	\$8,887,833.00
								Limited Total:	\$0.00
								Schoolwide Total:	\$330,960.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
This table is automatically generated and calculated from this LCAP.								
1	1.1	Enhancing Instructional Capacity and Professional Growth	Yes	LEA-wide	English Learners Foster Youth Low Income		\$312,335.00	
1	1.2	Strengthening Tier 1 Instruction and Differentiation	Yes	LEA-wide	English Learners		\$1,483,443.00	
1	1.3	Enhancing Progress Monitoring and Data Analysis	Yes	LEA-wide	English Learners Low Income		\$1,001,604.00	
1	1.5	Enhancing the Learning Environment for English Learners Through Staff PD	Yes	Schoolwide	English Learners		\$330,960.00	
1	1.6	Language Acquisition Program	Yes	LEA-wide	English Learners		\$69,129.00	
2	2.1	Vertically Aligned Systems for Seamless College and Career Support	Yes	LEA-wide	English Learners Foster Youth Low Income		\$973,390.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.2	College and Career Pathway Scope and Sequence	Yes	LEA-wide	English Learners Foster Youth Low Income		\$2,127,225.00	
2	2.3	Graduation Pathways	Yes	LEA-wide	English Learners Foster Youth Low Income		\$933,204.00	
3	3.1	Student Support Services for Students that are Suspended	Yes	LEA-wide	English Learners Foster Youth Low Income		\$789,767.00	
3	3.2	Integrated Family Engagement	Yes	LEA-wide	English Learners Foster Youth Low Income		\$522,409.00	
3	3.4	Increase in School Connectedness	Yes	LEA-wide	English Learners Foster Youth Low Income		\$675,327.00	

2023-24 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
	[AUTO-CALCULATED]	[AUTO-CALCULATED]
Totals	\$15,106,275.00	\$15,106,275.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
This table was automatically populated from the 2023 LCAP. Existing content should not be changed, but additional actions/funding can be added.					
1	1.1	Credential process	No	\$64,425.00	\$64,425.00
1	1.2	Facilities conditions and review plan	No	\$2,804,483.00	\$2,804,483.00
1	1.3	Review and adopt curriculum	Yes	\$182,160.00	\$182,160.00
1	1.4	Teacher residents and teacher induction	No	\$411,038.00	\$411,038.00
2	2.1	ELD data analysis and implementation of success metrics	Yes	\$18,150.00	\$18,150.00
2	2.2	ELD Professional Development	Yes	\$13,613.00	\$13,613.00
2	2.3	English Learner Program	Yes	\$64,630.00	\$64,630.00
2	2.4	English Learner Reclassification	Yes	\$18,150.00	\$18,150.00
2	2.5	Instructional Coaching and Professional Development	Yes	\$363,183.00	\$363,183.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
2	2.6	Math PD and Coaching	Yes	\$70,877.00	\$70,877.00
3	3.1	Participation and input opportunities	No	\$80,118.00	\$80,118.00
3	3.2	Family engagement	No	\$49,140.00	\$49,140.00
3	3.3	Parent leadership & support	No	\$10,000.00	\$10,000.00
3	3.4	School-Home communication tool	No	\$6,900.00	\$6,900.00
3	3.5	Translation	Yes	\$30,000.00	\$30,000.00
4	4.1	Graduation Pathways	Yes	\$130,963.00	\$130,963.00
4	4.2	College/Career	Yes	\$93,485.00	\$93,485.00
4	4.3	AP Exam	No	\$42,325.00	\$42,325.00
4	4.4	Post-secondary planning	Yes	\$123,065.00	\$123,065.00
5	5.1	Attendance messaging and consistent practice	No	\$62,897.00	\$62,897.00
5	5.2	Attendance: SARB/SART process	No	\$91,289.00	\$91,289.00
5	5.3	Student Enrollment, Retention, and Transfers	No	\$49,832.00	\$49,832.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
5	5.4	Student Activities	No	\$175,150.00	\$175,150.00
6	6.1	Social Emotional Learning	Yes	\$177,073.00	\$177,073.00
6	6.2	Advisory Curriculum	Yes	\$24,570.00	\$24,570.00
6	6.3	Safety and Connectedness Data	Yes	\$120,036.00	\$120,036.00
6	6.4	Support Team (Social Workers)	Yes	\$203,182.00	\$203,182.00
6	6.5	Student Support Referrals and Services	Yes	\$215,275.00	\$215,275.00
6	6.6	Campus Supervisors	No	\$643,717.00	\$643,717.00
6	6.7	PBIS and Behavior Data System	No	\$109,600.00	\$109,600.00
6	6.8	Cultural Celebrations	No	\$25,000.00	\$25,000.00
7	7.1	Course access	No	\$97,071.00	\$97,071.00
7	7.2	Expand course offerings	No	\$26,525.00	\$26,525.00
7	7.3	Career and Technical Education (CTE)	No	\$116,374.00	\$116,374.00
8	8.1	Tier 1 instruction	No	\$4,438,286.00	\$4,438,286.00
8	8.2	Academic interventions	Yes	\$2,629,057.00	\$2,629,057.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
8	8.3	Educational software	Yes	\$23,500.00	\$23,500.00
8	8.4	Assessment tools	Yes	\$93,250.00	\$93,250.00
8	8.5	Progress monitoring and data analysis	Yes	\$86,025.00	\$86,025.00
8	8.6	Extended learning	Yes	\$96,941.00	\$96,941.00
8	8.7	Special Education	No	\$1,024,920.00	\$1,024,920.00

2023-24 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
3012448	\$4,272,934.00	\$4,272,934.00	\$0.00	0.000%	0.000%	0.000%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
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This section is included to assist with development of Annual Update Action Tables but is not required, and should not be printed, as part of the LCAP Annual Update.

This table was automatically populated from the 2022 LCAP. Existing content should not be changed, but additional actions/funding can be added.

1	1.3	Review and adopt curriculum	Yes	\$182,160.00	\$182,160.00		
2	2.1	ELD data analysis and implementation of success metrics	Yes	\$18,150.00	\$18,150.00		
2	2.2	ELD Professional Development	Yes	\$13,613.00	\$13,613.00		
2	2.3	English Learner Program	Yes	\$19,890.00	\$19,890.00		
2	2.4	English Learner Reclassification	Yes	\$18,150.00	\$18,150.00		
2	2.5	Instructional Coaching and Professional Development	Yes	\$255,480.00	\$255,480.00		
2	2.6	Math PD and Coaching	Yes	\$10,000.00	\$10,000.00		
3	3.5	Translation	Yes	\$30,000.00	\$30,000.00		
4	4.1	Graduation Pathways	Yes	\$130,963.00	\$130,963.00		
4	4.2	College/Career	Yes	\$93,485.00	\$93,485.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
4	4.4	Post-secondary planning	Yes	\$123,065.00	\$123,065.00		
6	6.1	Social Emotional Learning	Yes	\$177,073.00	\$177,073.00		
6	6.2	Advisory Curriculum	Yes	\$24,570.00	\$24,570.00		
6	6.3	Safety and Connectedness Data	Yes	\$120,036.00	\$120,036.00		
6	6.4	Support Team (Social Workers)	Yes	\$203,182.00	\$203,182.00		
6	6.5	Student Support Referrals and Services	Yes	\$191,275.00	\$191,275.00		
8	8.2	Academic interventions	Yes	\$2,394,067.00	\$2,394,067.00		
8	8.3	Educational software	Yes	\$23,500.00	\$23,500.00		
8	8.4	Assessment tools	Yes	\$93,250.00	\$93,250.00		
8	8.5	Progress monitoring and data analysis	Yes	\$54,084.00	\$54,084.00		
8	8.6	Extended learning	Yes	\$96,941.00	\$96,941.00		

To Add a Row: Click "Add Row."

To Delete a Row: Remove all content from each cell, checkbox and dropdown of a row (including spaces), press "Save Data" and refresh the page.

2023-24 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
11244483	3012448	0	26.790%	\$4,272,934.00	0.000%	38.000%	\$0.00	0.000%

Local Control and Accountability Plan Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[Goals and Actions](#)

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

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education's (CDE's) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at LCFF@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the LCAP using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (California *Education Code* [EC] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because the nature of some LCAP template sections require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, including long-term English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (b) through meaningful engagement with educational partners that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a tool for engaging educational partners.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse educational partners and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and educational partner engagement functions:

Given present performance across the state priorities and on indicators in the Dashboard, how is the LEA using its budgetary resources to respond to TK–12 student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics and actions which, based on research, experience, and input gathered from educational partners, the LEA believes will have the biggest impact on behalf of its TK–12 students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP document. Additionally, the beginning of each template section includes information emphasizing the purpose that section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

Requirements and Instructions

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Briefly describe the LEA, its schools, and its students in grades TK–12, as applicable to the LEA.

- For example, information about an LEA in terms of geography, enrollment, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

Comprehensive Support and Improvement

An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such engagement should support comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, accountability, and improvement across the state priorities and locally identified priorities (*EC* Section 52064[e][1]). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public to understand how the LEA engaged educational partners and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Requirements

School districts and COEs: *EC* sections [52060\(g\) \(California Legislative Information\)](#) and [52066\(g\) \(California Legislative Information\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP.

Charter schools: *EC* Section [47606.5\(d\) \(California Legislative Information\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals. Information and resources that support effective engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062 \(California Legislative Information\)](#);

- **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068 \(California Legislative Information\)](#); and
- For charter schools, see [Education Code Section 47606.5 \(California Legislative Information\)](#).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

Instructions

Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Complete the table as follows:

Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it met its obligation to consult with all statutorily required educational partners, as applicable to the type of LEA.

- A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with educational partners. A response may also include information about an LEA's philosophical approach to engaging its educational partners.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the engagement process influenced the development of the LCAP. This may include a description of how the LEA prioritized requests of educational partners within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is not necessarily limited to:
 - Inclusion of a goal or decision to pursue a Focus Goal (as described below)
 - Inclusion of metrics other than the statutorily required metrics
 - Determination of the target outcome on one or more metrics
 - Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
 - Inclusion of action(s) or a group of actions
 - Elimination of action(s) or group of actions
 - Changes to the level of proposed expenditures for one or more actions
 - Inclusion of action(s) as contributing to increased or improved services for unduplicated students
 - Analysis of effectiveness of the specific actions to achieve the goal
 - Analysis of material differences in expenditures
 - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
 - Analysis of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to educational partners what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal must be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to educational partners and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs must consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard, in determining whether and how to prioritize its goals within the LCAP. As previously stated, strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. LEAs should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
 - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

Focus Goal(s)

Description

The description provided for a Focus Goal must be specific, measurable, and time bound.

- An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach.
- The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding

Description

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
 - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
 - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

Type of Goal

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA has chosen to prioritize this goal.

- An explanation must be based on Dashboard data or other locally collected data.
- LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with educational partners.
- LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.
- In addition to this information, the LEA must also identify:
 - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

Note: *EC Section [42238.024\(b\)\(1\) \(California Legislative Information\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.*

Broad Goal

Description

Describe what the LEA plans to achieve through the actions included in the goal.

- The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal.

- The goal description organizes the actions and expected outcomes in a cohesive and consistent manner.
- A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Type of Goal

Identify the type of goal being implemented as a Broad Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Description

Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP.

- Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP.
- The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with educational partners, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year, as applicable to the type of LEA.
- To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
 - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
 - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #
<ul style="list-style-type: none"> • Enter the metric number.
Metric
<ul style="list-style-type: none"> • Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.
Baseline
<ul style="list-style-type: none"> • Enter the baseline when completing the LCAP for 2024–25.

- Use the most recent data associated with the metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (e.g., high school graduation rate).
- Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS.
- Indicate the school year to which the baseline data applies.
- The baseline data must remain unchanged throughout the three-year LCAP.
 - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
 - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
 - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
 - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

Current Difference from Baseline

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
 - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 . Leave blank until then.	Enter information in this box when completing the LCAP for 2026–27 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 or when adding a new metric.	Enter information in this box when completing the LCAP for 2025–26 and 2026–27 . Leave blank until then.

Goal Analysis:

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

Note: When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
 - Include a discussion of relevant challenges and successes experienced with the implementation process.
 - This discussion must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

Actions:

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

Description

- Provide a brief description of the action.
 - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
 - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
 - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

Contributing

- Indicate whether the action contributes to meeting the increased or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No.
 - **Note:** for each such contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant foster youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to foster youth students.

Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
 - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
 - Professional development for teachers.

- If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
 - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
 - These required actions will be effective for the three-year LCAP cycle.

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

Purpose

A well-written Increased or Improved Services section provides educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students as defined in *EC* Section 42238.02 in grades TK–12 as compared to all students in grades TK–12, as applicable, and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of educational partners to facilitate their ability to provide input. An LEA’s description in this section must align with the actions included in the Goals and Actions section as contributing.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all students.

- Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Requirements and Instructions

Complete the tables as follows:

Total Projected LCFF Supplemental and/or Concentration Grants

- Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

Projected Additional 15 percent LCFF Concentration Grant

- Specify the amount of additional LCFF concentration grant add-on funding, as described in *EC* Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year

- Specify the estimated percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 *CCR* Section 15496(a)(7).

LCFF Carryover — Percentage

- Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar

- Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year

- Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEA's percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year, as calculated pursuant to 5 *CCR* Section 15496(a)(7).

Required Descriptions:

LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient.
- Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increased or improved services standard because enrolling students is not the same as serving students.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

Note for COEs and Charter Schools: In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

Limited Actions

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

Identified Need(s)

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA’s needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

How the Action(s) are Designed to Address Need(s)

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- When identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.
- For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA's current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Additional Concentration Grant Funding

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in *EC* Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

- An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.
- Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

- An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as a single-school LEA or an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.
- In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of full-time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA.
 - The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA.
 - The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Total Planned Expenditures Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. The word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)
- Table 2: Contributing Actions Table (for the coming LCAP Year)

- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

Total Planned Expenditures Table

In the Total Planned Expenditures Table, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover — Percentage. ***This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming LCAP year.***

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action’s number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering “All,” or by entering a specific student group or groups.
- **Contributing to Increased or Improved Services?:** Type “Yes” if the action **is** included as contributing to meeting the increased or improved services requirement; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services requirement.
- If “Yes” is entered into the Contributing column, then complete the following columns:
 - **Scope:** The scope of an action may be LEA-wide (i.e., districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
 - **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
 - **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools.” If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans.” Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades transitional kindergarten through grade five), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year,” or “2 Years,” or “6 Months.”
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e., base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).

- **Note:** For an action to contribute towards meeting the increased or improved services requirement, it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
 - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA’s LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which, based on the LEA’s current pay scale, the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated based on the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic

Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column.
- **5. Total Planned Percentage of Improved Services**
 - This percentage is the total of the Planned Percentage of Improved Services column.
- **Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)**
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- **6. Estimated Actual LCFF Supplemental and Concentration Grants**
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.

- **4. Total Planned Contributing Expenditures (LCFF Funds)**
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds).
- **7. Total Estimated Actual Expenditures for Contributing Actions**
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds).
- **Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)**
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4).
- **5. Total Planned Percentage of Improved Services (%)**
 - This amount is the total of the Planned Percentage of Improved Services column.
- **8. Total Estimated Actual Percentage of Improved Services (%)**
 - This amount is the total of the Estimated Actual Percentage of Improved Services column.
- **Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)**
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8).

LCFF Carryover Table

- **10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 plus Carryover %)**
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- **11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)**
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- **12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)**
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

- **13. LCFF Carryover — Percentage (12 divided by 9)**

- This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
November 2023



Learn. Graduate. Give Back.

2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Making Waves Academy	Alton B. Nelson, Jr. Chief Executive Officer	anelson@mwacademy.org 510-262-1511

Goals and Actions

Goal

Goal #	Description
1	Basic Conditions: Provide an effective infrastructure and systems to support basic conditions of learning (credentials, facilities, and instructional materials) to be met or exceeded.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Standards-aligned instructional materials in all subject areas	Aligned curriculum in ELA, Science, Spanish, Health and Wellness, Art, Music.	100% of students have access to standards-aligned curriculum and materials in all subjects (2021 SARC).	100% of students have access to standards-aligned curriculum and materials in all subjects (2022 SARC).	100% of students have access to standards-aligned curriculum and materials in all subjects (2023 SARC).	Standards-aligned, culturally responsive curriculum in all content areas.
Human Resources: Percent of teachers who are credentialed and appropriately assigned	Original: Our systems are built, and being implemented. Revised: 75% in 2019-20 (SARC)	75% in 2020-21 (SARC) 74% in 2021-22 (internal data)	82% in 2022-23 (internal data)	58.32% (AY 22-23 data - 23-24 SARC)	100% of teachers appropriately assigned and making adequate progress towards their credential pathway.
Original: Schedule for routine maintenance of key structural, equipment, appliance and operational elements of the facility.	Original: Our systems and approach is being implemented. Revised: All facilities systems rated "Good"; overall rating of "Exemplary." (2020 FIT)	All facilities systems rated "Good"; overall rating of "Exemplary." (2021 FIT, reported in SARC)	6 facilities systems rated "Good" and 2 rated "Fair"; overall rating of "Good" (2022 FIT)	95.81% for the Middle School ("good") 95.97% for the Upper School ("good") (Aug 2023 FIT)	Original: Buildings remain in good repair. Revised: Maintain all facilities systems rated "Good"; overall rating of "Exemplary" on FIT.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Revised: Results of annual Facility Inspection Tool (FIT)					
Teacher retention rate	Retention rate from 2020-21 to 2021-22 school year was 74%	n/a (first year of implementation of this metric)	Retention rate from 2021-22 to 2022-23 school year was 58%	67.2% (AY 22-23)	Meet a minimum retention rate of 80%.

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Credentials: The Human Resources Department collaborated with the principal and other school leaders, utilizing the credential database and tailoring teacher plans to identify teachers who needed monitoring and support. Throughout the 1st semester, HR conducted monthly meetings with teachers, adjusting the frequency based on individual needs and progress.

Facilities: MWA’s facilities are assessed through a variety of regular inspections including but not limited to: annual fire marshal inspections, health department inspections, fire alarm and extinguisher inspections, AED annual inspections, eyewash station and fume hood inspections, playground equipment inspections, and more. Maintenance tickets are generated as needed based on results from inspections. We have an annual Preventative Maintenance (PM) plan in place which is managed and implemented by the Making Waves Education Foundation members of the Making Waves Integrated Facilities Services (MWIFS) team.

Instructional Materials: The school made significant strides in the implementation of curriculum, focusing on providing a "guaranteed and viable curriculum in math and English Language Arts for grades 5-12. This process was supported strongly by the implementation of a new curriculum in math, Spanish language and English Language Arts (ELA) for grade 5, supported with on-going professional development and coaching. Additionally, we worked with an education consulting service provider, Instruction Partners, at the outset of the year to develop scope and sequence plans for all ELA and math teachers, which we believe improved instruction through the use of coaching and Instructional Practice Guides (IPGs) in ELA and math. We believed these efforts contributed to stronger instruction in core subjects.

Teacher Residency Program: This is the second year we have had external mentors through the Contra Costa County Office of Education (CCCOE) New Teacher Induction Program rather than having MWA faculty serve as mentors. We have done this to ensure that our teachers have more time to focus on their instructional core responsibilities and develop their leadership skills as grade level or content leads.

This year we intended to shift to Math 180 in IXL, but this did not happen. However, we believe that training in Math 180 and Lexia is highly needed for next year if this is to be continued as utilization and engagement are inconsistent after grades 5 and 6. The Social Emotional Learning (SEL) online system and curriculum, Nearpod, was purchased and adopted for the current school year, but was not used as intended in advisory classes. Some contributing factors for falling short of our initial goal include: a high number of new teachers in the middle school, transitions of key leaders over the past few years, and a lack of leaders with the knowledge and skills to teach Responsive Classroom. While we were not able to fully roll out Nearpod according to our vision, we did see some exciting developments this year. Our new middle school Student Activities Coordinator has helped support more coordinated support for student clubs and activities in the middle school. This year was the first year that the middle school had a full-time activities coordinator. Our intersessions (Marlin Academy) utilized Math and Read 180 which helped us gather information that we could use for larger implementation next year. The Gifted and Talented program was relaunched after a year of pause so that identified teachers could become state-certified in curriculum and instruction. We currently serve select 5th-6th graders in a state-mandated afterschool program, Extended Learning Opportunity (ELO).

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

1.1 - Credential Process:

Based on ongoing support and monitoring HR provides to all educators that have not reached their clear credential, 51 teachers, 36 lacked full credentials this school year. However, with 4 no longer employed at MWA, HR focused on 32 teachers. By May 2024, 28% (9 teachers) will be recommended for intern or preliminary credentials, while 22% (7 teachers) will complete their first year in the TIP program. Additionally, 13% (4 teachers) are expected to finalize the TIP program and receive a Clear credential recommendation. The remaining 12 teachers will continue to follow a personalized teacher plan aligned with their progress and permit eligibility. During this LCAP cycle, HR has refined and strengthened its systems to support teachers who are working towards becoming fully credentialed. While we did not meet our goal of having 100% of teachers fully credentialed and properly assigned, we have seen progress in decreasing teacher misassignments (18% 2020-21; 15.6% 2021-22).

1.2 - Facilities Conditions and Review Plan:

While we did not meet our goal of gaining an overall "Exemplary" rating on FIT, we have acknowledged that this was an unrealistic goal to set, as this would require for us to achieve a 99% rating. As such, this action was highly effective in our actions related to Facilities. Our FIT scores showed a small increase this year and we are actively working to improve them further. All of our preventative maintenance has been completed on schedule and there have been no major facilities incidents that have interrupted learning. All of our classrooms and open learning spaces are furnished adequately.

1.3 - Review and Adopt Curriculum:

The school made significant strides in the implementation of curriculum, focusing on providing a "guaranteed and viable curriculum" in math and English Language Arts for grades 5-12. This process was supported strongly by the implementation of a new curriculum in math, Spanish language and language arts for grade 5, supported with on-going professional development and coaching. Additionally, work with the outside educational service partner, Instruction Partners, at the outset of the year, developing full scope and sequence plans, as well as support improving instruction through coaching, and the use of Instructional Practice Guides (IPGs) in ELA and math contributed to stronger instruction in core subjects. At the end of the 2023-24 school year we will review the implementation of Carnegie Learning in mathematics by analyzing growth data using MAP NWEA, gathering teacher and coach feedback and making adjustments to scope and sequences as needed.

1.4 - Teacher Residents and Teacher Induction:

Teacher Residency Program: AY 22-23, 4 residents successfully complete the Residency program and earned their preliminary credential; They currently serve as instructor in appropriate assignments based on subject approval. AY23-24, there are 3 residents who are on track to successfully complete the program on time. Both cohorts will be enrolled in the teacher induction program starting Fall of AY24-25.

1.5 - Enrichment Curricular Programs:

This action was somewhat effective for lead teachers who were consistent with GATE. We did a pilot with the reading program, Reading 180, in 5th grade. EEL is piloting Read 180, but push-in support was inconsistent and intermittent.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Next year, MWA will continue to follow the Annual Curriculum Review & Adoption Plan and work with the Curriculum and Instruction Review and Advisory Committee of the MWA Board through the piloting, review, and implementation of any new curriculum. We will continue to focus on CA State Standards integration by having state standards included in teacher lesson plans and as a focal point for the coaching and evaluation cycles. We will also continue to collaborate with Instruction Partners to help teachers feel confident in teaching according to these standards.

We will be placing the Alder Teacher Residency program on pause for the 2024-25 school year while we focus on increasing the capacity of our staff to deepen our bench of potential mentor teachers. We will continue to focus on instructional coaching and supporting pathways to teacher leadership through the use of Content Leads and Grade-level leads. We will continue to support teachers through their induction programs to receive the CA clear credentials.

There is a need for a reading and intervention program, and we are looking into alternatives to Lexia that include diagnostics to better help with data collection.

MWA believes that to support all learners, basic requirements must be met and exceeded in the areas of credentials, facilities, and instructional materials. For all students to be successful, they must be taught by teachers who have cleared all of the requirements to teach in the state of California, the facilities have to be free of hazards/unsafe conditions, and all students should have access to the materials they need to obtain a robust and rigorous education. For this reason, the substance of this goal has been retained in our new LCAP and absorbed into Goal 1: Support for All Learners.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Implementation of Academic Standards: Build teacher and leader capacity to effectively develop, implement, and refine vertically-aligned, standards-based learning for all students, including English Learners

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
ELD training and progress monitoring	<p>Money allotted in the budget is utilized for state purposes for equipment, materials, and training.</p> <p>80% or more of the Professional Development plan is implemented</p> <p>100% or more of the progress monitoring system for English Language Development is implemented.</p>	<p>100% of the Semester 1 Professional Development plan was implemented with fidelity (2021-22).</p> <p>100% of progress monitoring system for English Language Development implemented (2021-22).</p>	<p>100% of the Semester 1 Professional Development plan was implemented with fidelity (2022-23).</p> <p>100% of progress monitoring system for English Language Development implemented (2022-23).</p>	<p>ELD PLC attendance has been 75%; School-wide PD sessions on vocabulary strategies</p>	<p>Original: All staff are coached regularly on implementation of ELD professional development.</p> <p>Revised: All appropriate staff delivering ELD support are evaluated and meet expectations for proficient instruction and support.</p>
English Learner Progress Indicator (ELPI) (percent making progress toward	<p>44.8% (2019 ELPI)</p> <p>ELPI was not calculated on the California School Dashboard in 2020 or</p>	<p>n/a (first year of implementation for this metric)</p>	<p>49.8% (2022 ELPI)</p>	<p>59.70% (CA State Dashboard)</p>	<p>50% “making progress” on English Language Progress Indicator (ELPI).</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
English Language Proficiency)	2021 due to COVID-related suspension of some dashboard elements; however, 39% scored level 3 and 24% scored level 4 on 2021 Summative ELPAC.				
English Learner (EL) reclassification rates	Original: 70% of ELs reclassify by end of 8th grade. Corrected: 55% of Wave 21 ELs reclassified by end of 8th grade (2019-20). 13% of MWA English Learners (all grades) reclassified (2019-20).	36% of Wave 22 ELs reclassified by the end of 8th grade (2020-2021). 9% of MWA English Learners (all grades) reclassified (2020-21).	19% of Wave 23 ELs reclassified by the end of 8th grade (2021-22) [internal numbers] 11% of all MWA English Learners (all grades) reclassified in 2021-22	20% (2023-24)	Original: 80% reclassification rate by 8th grade 20% annual reclassification rate (all grades) Revised: 65% of ELs reclassified by 8th grade. 20% annual reclassification rate (all grades)
Standards-based professional development	42% of teachers reported that a professional development session increased their understanding of a core competency for teaching and learning. (2021-22 school year, August PD survey)	n/a (first year of implementation of this metric)	55% of teachers surveyed agreed or strongly agreed that this year's MWA Professional Development has directly impacted their classroom instruction or learning environment. (2022-23)	79.2% (TNTP Workshops AY 23-24)	80% of participants believe the professional development session will directly impact their classroom instruction and/or learning environment.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Math coaching and professional development	80% of our math teachers participated in targeted math professional development, including individual coaching. (2021-22)	n/a (first year of implementation of this metric)	All math teachers are observed and receive coaching from an instructional leader. All math teachers participate in regular weekly professional development and/or professional learning community. Not all math teachers have received targeted professional development in mathematics yet. (2022-23)	100% of our math teachers participated in targeted math professional development. (2023-24)	100% of math teachers will participate in a cadence of math coaching in conjunction with our teaching and learning cycle.

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

All EL students received an ELD Progress Report containing their individual scores (ELPAC, STAR, etc.) within the context of reclassification, as well as space for goal setting. Likewise, teachers were given EL Profiles, which also included individual student data ((ELPAC, STAR, etc.) for each EL in their grade level, as well as grade-level overviews. A Designated ELD PD was provided to ELD teaching in line with the new ELD curriculum. Bi-weekly ELD PLCs are held for ELD teachers to support curriculum implementation. ELD teachers are also provided with a hub outlining implementation resources, materials, and pacing.

Integrated ELD resources are made available to all staff through the ASST website. Vocabulary instruction was identified as a priority for ELs, and teachers are required to identify which vocabulary words are being taught as well as EL-specific accommodations on WAAGs. Integrated ELD PD sessions throughout the year targeting academic vocabulary development, close reading/novel study, and other linguistic supports.

One whole group professional development (PD) session was held for all ELPAC proctors, with follow-up PDs for individual groups during the ELD Professional Learning Community (PLC) spaces. Families of ELs have been provided reclassification support/notification through monthly ELAC meetings (with topics including reclassification policy, supporting literacy development, and ELPAC testing), EL progress reports that document progress towards reclassification, and the MWA ELAC website.

As part of the 2023-24 PD calendar we have set aside five professional development days for data analysis of school-wide academic data or academic data analysis by division. At least two of these days are dedicated to Interim Block Assessment analysis and analyzing student progress on specific standards. Three of the PD days are dedicated to NWEA MAP (math) and STAR (reading) analysis - assessments aligned to college and career readiness standards (2 school-wide, 1 middle school only- mid-year).

For AY 2023-2024, the Principal formed an Instructional Leadership Team made up of various instructional experts school-wide: coaches provide feedback on Weeks-at-a-Glance (WAAGs - a weekly lesson planning tool) and observe and provide informal feedback bi-weekly to all teachers and long-term substitutes. Additionally, a 3-part cycle for formal evaluations has been established and is under way using a modified version of the TNTP rubric.

Of the five domains used in the teacher evaluation rubric Domain 2 "Essential Content", specifically seeks to answer the question: "Are all students engaged in content aligned to the appropriate standards for their subject and grade?" Additionally, Lead Teachers and ILT members have had training on using Instructional Practice Guides - tools that align to the evaluation rubric and seek to answer the question "Does the lesson reflect the demands of the [Common Core] standards?"

All math teachers participated in curriculum training at the beginning of the school to specifically support the use of the curriculum (Carnegie Learning - upper school) and Open Up (middle school). Additionally, Carnegie Learning provides virtual coaching to teacher teams around teaching and pacing the three core courses: Algebra 1 & 2 and Geometry). The Math Lead teacher has implemented co-planning sessions since the beginning of the year and acts as the instructional coach. Both middle school and upper school have received training adaptive learning components of curriculum (Mathia & IXL). The math coaches in both middle school and upper school have received training from Instructional Partners around conducting observations and providing feedback to teachers around alignment of lessons to the rigor of the CA Common Core standards.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

2.1 - ELD Data Analysis and Implementation of Success Metrics:

Students and parents were provided with EL progress reports that allowed them to track their progress towards reclassification at different points in the year. Teachers were also provided with EL data and aligned designated supports. With an ELPI rating of 59.7% MWA met and exceeded our goal. There is still room for improvement in this action, leading to it being somewhat effective. We will continue next year with additional time for teachers to update plans along with EL students.

2.2 - ELD Professional Development:

Designated ELD teachers were provided ongoing professional development sessions to support curricular implementation. ELD PLC attendance has been 75%. Regarding integrated ELD, staff were provided with EL profiles and PD regarding strategies around academic vocabulary instruction. Likewise, teachers were evaluated regarding their use of vocabulary strategies, and were also monitored via WAAG submission. These actions were somewhat effective: Teachers were observed utilizing various vocabulary strategies, and the designated ELD curriculum was used with fidelity.

2.3 - English Learner Program:

Teachers were required to mark which target vocabulary words and integrated ELD strategies they intended to use on WAAG submissions. Likewise, teachers attended PDs on best practice regarding vocabulary instruction. Likewise, EL data was shared to various stakeholders via board reports, presentations during PD, progress reports, and monthly ELAC meetings. Again, ELPI rating of 59.7% MWA met and exceeded our goal, proving this action to be effective.

2.4 - English Learner Reclassification:

Teachers were required to mark which target vocabulary words and integrated ELD strategies they intended to use on WAAG submissions. Likewise, teachers attended PDs on best practice regarding vocabulary instruction. Likewise, EL data was shared to various stakeholders via board reports, presentations during PD, and progress reports. ELPAC testing is on track for a minimum of 95% completion (will have final completion rate by end of May). Reclassification rates are on track to hit the goal of 20% reclassifying by the end of the year, making this action effective.

2.5 - Instructional Coaching and Professional Development:

In a spring survey, 79.2% reported that professional learning on the domains of the MWA Evaluation rubric impacted their classroom instruction or learning environment. This action has been effective teachers, on average, showed progress in attaining a rating of "Developing" in Essential Content of rubric from Cycle 1 to Cycle 2.

2.6 - Math PD and Coaching:

Upper school math teachers received professional development from Carnegie Learning to support new curriculum implementation in core math subjects (Algebra 1, Algebra 2 and Geometry). Teachers were supported with scope and sequence plans from Instructional Partners and had follow-up workshops with Carnegie 2-3 times throughout the year. Every math teacher received bi-monthly coaching, most showing progress from their first to second evaluation cycles. In the Middle School, instructors were given a beginning of year PD by Open Up and the scope and sequence plans from Instructional Partners. All grades (except 8th -- due to vacancies) have gotten further in the curriculum than last year.

Additionally all math teachers were offered additional IXL training off-site and those who received support and coaching showed higher use of the program in their respective classrooms to support core instruction, capture formative data, and make summative tests. Every math teacher received bi-monthly coaching, most showing progress from their first to second evaluation cycles. While this action was effective, there is a missed opportunity due to vacancies for the 8th grade.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Next year, as MWA is taking a larger focus on data analysis, we will be adding specific time for teachers to review and update individual learning plans with EL students into the designated ELD scope and sequence.

Continuing to provide integrated PDs to all staff on a consistent basis during Friday PD time, additional time should be allocated during school-wide PD time to specifically address integrated ELD strategies. This includes providing time to review EL data and adjust lesson plans accordingly. Additional designated times for ELD teachers to review goal plans with students after initial creation should be allocated during designated ELD classes.

RFEP monitoring is slated to occur at additional points in the year in alignment with the MWA assessment calendar. Further calibration of the basic skills requirements for reclassification is needed so that a greater majority of students achieving a 4 on the summative ELPAC are able to reclassify.

In addition to the instructional coach hired this year, we will hire three additional instructional coaches to support teachers in ELA, Math, and Technology.

We will continue our partnership with Instruction Partners to design a comprehensive coaching framework that aligns with the school's goals and objectives. They will work closely with teachers within their respective subject areas to provide targeted support and feedback, scheduling regular coaching sessions for teachers to discuss lesson planning, instructional strategies, and student progress. We will strongly encourage instructional coaches to model effective teaching practices, co-teach lessons, and provide demonstration lessons when appropriate.

Math professional learning and coaching will continue under a broader plan for support for all Learners by enhancing instructional capacity and professional growth for all teachers, including by hiring four additional instructional coaches and continuing to develop Content Leads.

We will continue to foster a culture of collaboration and continuous improvement by facilitating peer observations and feedback sessions among teachers and coaches.

The key for successful performance on the state Dashboard is ensuring academic instruction and support are aligned with grade level, curricular standards for California. Additionally, providing opportunities for differentiated support within the core day and within all classrooms supports all learners (English learners and students with disabilities) to have access to grade level standards and opportunities to make academic progress. Aligning Implementation of Academic Standards is critical to achieving and making progress towards our WASC Goal 1, and thus our new LCAP Goal 1: Support for All Learners. Feedback on standards-based instruction is critical to align practices with outcomes so the substance of this goal will be carried forward in our new LCAP.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Family Partnerships: Promote, increase, and deepen participation in family engagement events and opportunities for parent and guardian engagement through intentional and mission-aligned opportunities for involvement and expanded avenues for family input on school decision-making.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance data for family meetings	"Good" family participation (2020-21)	We saw increased family participation in parent meetings (Saturday parent meetings, monthly coffee talks and “chat and chew” parent workshops) in AY21-22 compared to previous school-year.	We had a return to some on-campus parent events starting in October (Saturday parent meetings, Advisory-family conferences), as well as opportunities for parent volunteering on campus. Initial turnout was low (especially compared to pre-covid), but represents a good start. Some other events remained virtual (on zoom), to give a variety of options.	Parent Participation in Events: Back to School Day-36 Saturday Parent Meetings-18 Parent Education Workshops-11 ELAC-11 LCAP-9 Advisor Family Conferences-7 (MWA School Climate Survey for Families-February 2023)	Original: "Strong" family participation. We hope to see increased participation in family engagement events. Revised: “Strong” parent participation (80% or more families participate in family meetings.) We hope to see increased participation in family engagement events.
Parent Climate Survey data	68% of parents agreed that MWA is responsive to their concerns.	n/a (first year of implementation of this metric)	83% of parents agreed that MWA is responsive to their concerns.	89% of parents agree/strongly agree that MWA is responsive to	80% of parents feel MWA is responsive to their concerns and express satisfaction

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	70% of parents expressed satisfaction with opportunities for parent participation and input. (May 2022 Parent School Climate Survey)		78% of parents surveyed expressed satisfaction with opportunities for parent participation. (March 2023 Parent School Climate Survey)	concerns and questions. 87% of parents feel satisfied with opportunities for parent participation and input at Making Waves Academy. (MWA School Climate Survey for Families February 2023)	with opportunities for parent participation and input

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Assistant Principal(s) participate and co-plan parent engagement events for their cluster, including Parent/ Guardian Talks (held monthly), 3 Parent/ Guardian Workshops held 3x per year and a Back to School Event held in September each year. The organizational structure allowed families to become familiar with Assistant Principals and voice concerns and/or suggest needed areas of support for family engagement. Parent Talks provided via Zoom 2 per month (morning and evening), each month, starting in October, 2023.

School Climate Survey: 54 parents completed the survey.

- 5th Grade - 11%
- 6th Grade - 18.5%
- 7th Grade - 24.1%
- 8th Grade - 16.7%
- 9th Grade - 29.6%
- 10th Grade - 24.1%
- 11th Grade - 20.4%
- 12th Grade - 5.6%

Master Calendar is updated with events for the entire year by/ before the start of the school year and updated regularly. Parent Square, communications system, is consistently used to remind parents of upcoming events - thought the cadence of messaging could be more

regular/ and/ or frequent. A system has been developed for parent volunteering and some parents participate in campus supervision after receiving Livescan/ DOJ (fingerprinting) clearance.

In the fall, the CEO hosted 2 informational meetings and one in-person meeting to discuss re-launching the Parent Wave Reps. The idea of hosting elections was dispensed with in order to be more inclusive. The idea was to share a Parent Wave Rep commitment form and ask those interested to review and commit to these expectations. We would also try to have representation among all grade levels/Waves. The initial meeting only drew about 4 parents, not enough to get started.

There have been three ELAC meetings this year, with topics including reading fluency and progress monitoring. Attendance for each of these meetings was between 10 to 30 attendees, which is consistent from last year, with the majority of families representing middle school students. While most ELAC meetings are held virtually over zoom, the October meeting took place on campus in an effort to create more community among parents. The ELD Coordinator has begun partnering with the Parent Coordinator to begin assessing ways to bring more families into the ELAC space; One potential block that has been identified is ELAC meeting timing. Currently, we are working on surveying parents regarding meeting time and location preferences. In addition to ELAC meetings, parents of ELs receive EL-specific progress reports that detail student achievement and progress towards reclassification.

MWA implemented ParentSquare in July 2023 successfully. - 99.3% of families are contactable via ParentSquare.

An Outreach Protocol was developed and reviewed 2x with the faculty, which provides the steps and details of accessing translation and interpretation services for parent-advisor conferences and family meetings. Translation and documents that require translation are processed through the school's internal system and communicated to parents and guardians.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

3.1 - Participation and Input Opportunities:

Parents Talks were moderately effective as attendance varied at each Parent Talk Session. Our evening sessions were attended by more families, and the majority of the families were Middle School parents. We hope to further engage more families in the future using parental feedback to gain insight on how to better engage families.

3.2 - Family Engagement:

The organizational structure was effective in allowing families to become familiar with Assistant Principals and voice concerns and/or suggest needed areas of support for family engagement.

3.3 - Family Engagement Marketing:

The Master Calendar was updated with events for the entire year by/ before the start of the school year and updated regularly. Parent Square, a communications system, is consistently used to remind parents of upcoming events - though the cadence of messaging could be more regular/ and/ or frequent. A system has been developed for parent volunteering and some parents participate in campus supervision after receiving Livescan/ DOJ (fingerprinting) clearance. Parents have shared that they would like for the process of registering to volunteer to be simplified, however MWA is hesitant to make this change as to prioritize student safety.

3.4 - Parent Leadership:

During Parent Talks and parent conferences, families have indicated interest in the Parent Wave Representatives, showing that parents want more opportunities for leadership in the MWA community. Within current opportunities that we offer such as LCAP feedback sessions. and ELAC group meetings families are consistently attending virtual meetings. Parent Talks were effective, but re-launching Parent Wave Representatives was not.

3.5 - School-Home Communications:

ParentSquare has been an effective source of communication with families. In LCAP Advisory Group sessions, parents have often indicated that they enjoy ParentSquare, and would like to receive even more communication through the platform -- this was also indicated in the LCAP feedback survey. This platform allows all messages to be translated into desired language providing access to all of our families that use the platform. Platform usage is as follows:

Middle School Participation: 97 Staff; 573 Students; 1199 Parents;

5th Grade-10 Staff; 111 Students; 267 Parents

6th Grade-12 Staff; 152 Students; 387 Parents

7th Grade-10 Staff; 153 Students; 343 Parents

8th Grade-10 Staff; 157 Students; 344 Parents

The Upper School Participation: 105 Staff; 513 Students; 1036 Parents

9th Grade-27 Staff; 150 Students; 335 Parents

10th Grade-34 Staff; 135 Students; 282 Parents

11th Grade-34 Staff; 151 Students; 328 Parents

12th Grade-28 Staff; 77 Students; 182 Parents

3.6 - Translation:

Family home languages are visible via an icon on PowerSchool, thus allowing faculty/staff to effectively contact the translating and interpretation services prior to contacting/interacting. Services are available via Zoom, phone calls, and for written documents. An Outreach Protocol was developed and reviewed with faculty, which provides the steps and details of accessing translation and interpretation services for parent-advisor conferences and family meetings. The parent communication tool, Parent Square, also translates English into Spanish.

While there is room for growth in family attendance for family meetings and engagement, MWA families feel that there has been progress made as the Parent Climate Survey data shows that we have met and exceeded our goal of 80% of families feeling satisfied with opportunities for family input as 89% of our families have indicated satisfaction this year.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

MWA will continue Parent Talks and will be planning additional opportunities for parent engagement. This includes partnering with families that have expressed interest in volunteering, partnering, and participating on committees. We will also be planning events that will be created to not only inform/educate families, but also allow for building a strong school community.

MWA will continue using ParentSquare as a way to engage with families and inform them of MWA school events and other engagement opportunities. To ensure that we are reaching as much of our MWA community as possible, we plan to increase the amount of staff, students, and parents that sign-up and use the platform. Provide instructions on how to access it at the beginning of the year.

We will conduct surveys based on engagement events as a way of discovering what support is needed to best engage parents. These surveys will be shared at the events themselves as well as on ParentSquare.

MWA will continue to document the home language and use all available services including translation, interpretation, and ParentSquare.

Part of creating a safe, inclusive, and high performing environment is creating a sense of community. We do that with Saturday parent workshops, ongoing Parent Talks with the Principal and Assistant Principals, and the use of Parent Square to communicate out to families. We know and understand that students do best when there is a three-way partnership among the student, parents/guardians, and staff. Community fosters more trust and more opportunities to hear and learn about one another, which then allows for more open dialogue regarding student needs and how the school can be more responsive to the needs of students and families. Going forward, aligning this Goal with WASC Goal and new LCAP Goal 3: Diversity, Equity, and Inclusion makes the most sense in that it provides multiple opportunities to practice DEI approaches as well as broaden our perspectives about the experiences of our families that then inform programmatic and systemic approaches.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	College and Career Readiness: Support student achievement so that each learner can make progress toward high school completion and have opportunities to demonstrate college and career readiness.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
High school graduation rate	Original: 90% or higher graduation rate for seniors Corrected: 4-year graduation rate: 93.8% (2019-20) 5-year graduation rate: 98.6% (2019-20)	4 year graduation rate: 88.5% (2020-21) 5-year graduation rate: 97.8% (2020-21)	4-year adjusted cohort graduation rate: 86.6% (2021-22) 5-year graduation rate: 94.2% (2021-22) (Dataquest)	4 year graduation rate: 86.9% 5-year graduation rate: 90.9% (2022-23)	Original: 95% or higher Revised: 4-year graduation rate: 95% 5-year graduation rate: 98%
Drop-out rate	Original: less than 7% drop out Corrected: 1.2% (2019-20; Dataquest, 5 year cohort outcome)	1.1% (2020-21) (Dataquest, 5 year cohort outcome)	4.8% (2021-22) (Dataquest, 5-year cohort outcome)	US 5.3% . MS 0%. (2022-23)	<1%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>Post-secondary planning:</p> <p>Percent of graduates having a post-secondary plan across a range of pathways, including:</p> <p>(1) Four-year college or university; (2) Community college; (3) Military enlistment; (4) Job program; (5) Current job or job offer; (6) Trade program or apprenticeship; (7) Gap year program</p>	<p>98.8% (2019-20)</p> <p>93.5% (2020-21)</p>	n/a (first year of implementation of this metric)	95% (2021-22)	100% (2023-24)	95%
<p>College and Career Indicator (CCI):</p> <p>Percent identified as "Prepared" on CCI</p>	<p>60.8% (2019)</p> <p>This metric is not currently published on the state Dashboard due to suspension of some elements during COVID-19.</p> <p>That said, a local projection shows that 37% of current seniors might have qualified as "prepared" in CCI based on a combination of A-G</p>	n/a (first year of implementation of this metric)	Local projection shows that at least 43% of current seniors might qualify as "prepared" in CCI based on a combination of A-G completion and 2022 SBAC scores criteria or AP exam results. (2022-23)	54.7% (2022-23)	70%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	completion and 2021 SBAC scores criteria. (2021-22)				
Early Assessment Program (EAP) results (SBAC Math and ELA results for 11th Grade)	MAP EAP: 40% (2019) 15.6% (2021) ELA EAP: 78% (2019) 61.5% (2021)	n/a (first year of implementation of this metric)	Math EAP: 25.3% (2022) ELA EAP: 72% (2022)	Math EAP: 13% ELA EAP: 51%	Math EAP: 30% ELA EAP: 70%
AP exam pass rates (percent of AP test takers who passed with a score of 3 or higher)	Original: 35% Corrected: 34% (2018-19) 45% (2019-20)	21% (2020-21)	30.6% (2021-22)	42% (2023-24)	Original: AP Pass rate: 80% Revised: AP pass rate: 30%
UC and CSU eligibility	CSU eligible: 2020-21: 82.7% 2021-22: 73.6% UC eligible: 2020-21: 74.4% 2021-22: 62.1%	n/a (first year of implementation of this metric)	CSU eligible: 2022-23: 67% UC eligible: 2022-23: 56%	CSU eligible 84/85 (98%) UC eligible 49/85 (57%) (2023-24)	CSU-eligible: 75% or higher UC-eligible: 60% or higher
CTE Pathway Completion	1 completer (<1%) (2020-21)	n/a (first year of implementation of this metric)	9.7% of CTE participants completed pathway in 2021-22	81.11% (2022-23)	5% of CTE participants in an academic year reach CTE completer status.

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Career & college individual pathway plans for seniors and juniors have been created, however, faculty and staff have not been widely-trained. Individual graduation pathway plans were drafted by the College and Career Counseling (CCC) team members and shared with students, families, staff, and faculty during Advisor-family conference (AFC) meetings and progress meetings held throughout the school year. MWA Graduation Requirement/UC/CSU Admission requirement workshop was offered to staff/faculty during March PD. Some work has been done with senior advisors, however, more work needs to be done with advisors and homeroom teachers in grades 5-11. All upper school students are programmed into courses that meet MWA graduation requirements. This year MWA has added an additional section of credit recovery (now 4 sections), two Advanced Placement courses (Enviro. Sci. & Comp. Sci), and three A-G-approved classes (Astronomy, Journalism/ Creative Writing & Intermediate Theater). A Graduation Roadmap doc and a Graduation Checklist doc have been created to be used for academic counseling.

Trainings still need to be implemented for Faculty on the CCI Indicator (54.7% last year), A-G requirements/progress to graduation and UC and CSU eligibility. An Advisory scope and sequence is in development for grades 5-6, 7-9 and 10-12, but has yet to be launched.

AP Exam pass rates are at 42% for last year. AP Teachers are observed by an instructional leadership team member every two weeks and receive coaching through informal and formal observations. 5 out of 6 AP teachers have been provided with week-long AP Workshops through the College Board or the Contra Costa County Office of Education prior to teaching the course. AP Coordinator works with faculty to ensure access to AP Classroom (online).

100% of Rising Graduates have indicated a Post-Secondary Plan. 75/85 (88%) students submitted applications to UC and CSU. 32 of 85 (38%) have indicated interest in private, out-of-state and HBCU applications. According to the State Dashboard, 5-year graduation rates from 2022-23 for MWA are at 90.9% for all students. For our Unduplicated students: English Learners are at 85.7%, Hispanic students are at 92.3%, and Socioeconomically Disadvantaged students are at 90.9%.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

4.1 - Graduation Pathways:

The Graduation Pathways action has been effective at MWA during the 2023-24 school year. Creating individualized education plans with students has aided students in understanding graduation requirements, although only seniors and students with high-needs were prioritized.

We did not meet either our 4-year or 5-year graduation rate goals. Students and faculty have been provided with trainings and support when it comes to upper school graduation requirements, college admission criteria for UCs and CSUs, CTE opportunities, and school advisors' role in supporting student progress towards graduation that have been effective in clarifying graduation requirements. All students are programmed for courses that meet MWA requirements. We did not meet our goal for upper school dropout rates, but we did meet our goal for middle school. Our next LCAP will update our goals to make sure they are SMART goals - Specific Measurable, Attainable Realistic and Timely.

4.2 - College/Career:

Active staff training still needs to happen, so this action has not been effective and we did not meet our goal of having our CCI indicator at 70%. Stronger administrative support is needed to make this happen, including re-developing a scope and sequence for these trainings to reach a wider audience that includes middle school students. With an additional mixed success, we exceeded our goal of having 75% of our graduated CSU eligible with 98%, but our UC eligibility was at 57% which barely missed our goal of 60%. We also did not meet our EAL or Math EAP goals.

4.3 - AP Exam:

This goal was revised to achieving a 30% AP Pass rate, and MWA exceeded this goal with a 42% pass rate. In light of this success, we internally set a goal of having 80% students enrolled in AP Exam - for the '23-24 SY 79% of students enrolled in AP Exam. This is a decrease from the '23-23 SY mainly due to the implementation of the "AP Exam Opt-In" process. Students had to commit to taking the AP Exam in November. MWA continued to pay for exams. Faculty trainings on teaching AP courses have proved to be effective - most AP teachers were able to successfully set up their courses in College Board for student registration. The CCC Coordinator worked with teachers to successfully set up classrooms in CollegeBoard. AP Classroom is available to all students and teachers to use. As of spring '24, Bluebook is also available to AP teachers to use to administer practice exams/assignments. A schedule for presenting results of AP exams still needs to be created. AP Potential was evaluated Spring '24 and results were shared with school leaders. AP Potential projects the likelihood that students will earn a 3+ score on an AP Exam based on most recent PSAT data. Since 2021, only 11th graders have been required to take the PSAT, meaning only current 11th graders have projections from AP Potential. Beginning next year, MWA will administer the PSAT to 10th and 11th graders as well as the "pre-PSAT" exam to 8th and 9th graders.

4.4 - Post-Secondary Planning:

While the planned Advisory Scope and Sequence for grades 5-6, 7-9, and 10-12 still needs to be launched, overall this was an effective action in terms of post-secondary plans. Varied plans for CSU/UC, Community College, and Trade/Vocational have been options in terms of student planning. 100% of Rising Graduates have indicated a Post-Secondary Plan, exceeding our goal of 95%. Faculty and staff still need to be widely trained to strengthen their understanding of graduation requirements and college admissions criteria. Intentional CCI training for faculty and advisors is still needed with strong administrative support.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Scheduling future high-level presentations on a regular schedule for key educational partners. This is a desire that has been shared by educational partners in the 2023-24 LCAP feedback process and while developing new LCAP goals. Also in accordance to this feedback, MWA is looking into expanding learning trips to include community colleges (DVC has expressed interest in hosting MWA students for tours/programming).

Introduction of AP Course enrollment approval process which will utilize data from the Course Request form, student academic performance/GPA, and faculty recommendations. AP courses are not for every student and students should not be forced to take an AP due to a lack of course availability or scheduling restraints. MWA plans to provide pinpointed analysis of AP planning processes.

College and Career Readiness has been an area of strength for a very long time at MWA. Aligning our graduation requirements with the California admissions criteria for the University of California college system has been critical to our college and career readiness strong outcomes on the state Dashboard. Historically, 90% or more of our students earn their diplomas and 80%-90% are eligible to apply to and enroll in a UC or CSU campus. Because of this, we will carry this goal forward into our new LCAP as Goal 2: College and Career Readiness and will be absorbing the goal that we are closing out in this LCAP, Goal 5: Course Access, into this goal as well.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
5	Student Engagement: Support student engagement, increased student attendance, and retention of students at Making Waves Academy from 5th grade through high school graduation.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Average Daily Attendance [ADA] rates	Original: 95% ADA Corrected: 96% ADA (2018-2019; last full year of in-person instruction) 91.8% ADA (2020-21; distance learning, internal data).	88.3% ADA (as of 6/1/22) (internal data)	92.7% ADA as of 6/6/23 (internal data, Schoolzilla)	**This metric will be updated before submitting to the state. 93.7% (as of 6/3) (2023-24)	97% ADA
Chronic Absenteeism rates (% who are absent, excused or unexcused, more than 10% of school days)	7.3% (2018-19)	23.8% (2020-21) (Dataquest) 51.0% (as of 6/1/22) (internal data; numbers impacted by quarantines)	Overall: 25.3% as of 6/6/23 (internal data, Schoolzilla) Black/African American: 40.6% Latinx/Hispanic: 23.8% English Learners: 22.8% Students with Disabilities: 31.0%	20.2 (2023-24)	15.5%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
			Socioeconomically Disadvantaged: not yet available		
8th grade retention rates	Original: 85% or more of 8th graders matriculate to Upper School Corrected: 97% of 8th graders matriculated to the upper school (2019-20)	96% of 8th graders matriculated to the upper school (2020-21)	96.9% of 8th graders matriculated to the upper school (2021-22)	92% (2022-23)	Original: 90% or more 8th graders matriculate to upper school Revised: 95% or more 8th graders matriculate to upper school
Upper school retention rates	Original: 90% or higher retention rate from 9th-12th grades Corrected: 98% retention rate in upper school (2019-2020)	96% retention in Upper School (2020-21)	93.1% retention in upper school (2021-22)	93.9% (2022-23)	Original: 90% retention rate in upper school Revised: 96% retention in upper school

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Communications on student attendance and the importance of attendance have been shared through an attendance packet created and distributed during back to school, as well as through flyers that were posted around the school and information shared on ParentSquare and daily calls to families of students with unexcused absences. Communication directly to parents of unverified absences, tardy to school, and

cuts for their students are also shared via ParentSquare. Family communications are also conducted. SART Letters are sent to students who meet the truancy threshold bi-weekly and SART meetings are held with families of truant students.

Criteria for perfect attendance certificates established and perfect attendance certificates are distributed to students during Homeroom (middle school) and Advisory (upper school). Certificates have also been created for students who were not perfect attendance but were present every day. Students have been excited about these forms of recognition, especially in the Middle School. Students continuously receive ADA information from a CEO dashboard that is shown daily on TVs throughout the school as a way to visibly track how attendance rates shift.

Families of exiting students meet with the Registrar to complete a transfer form which asks parents to indicate reason for leaving. Registrar will then call the student that is next on the waitlist when an opening becomes available for 5th - 8th grades. Any new students are given orientation by DOS.

Middle School Student Activities Coordinator onboarded over the summer and is currently in the role. In the middle school, MWA has 11 clubs, including ASB and 7 sports teams. In the Upper School, MWA has 23 Clubs, 12 Fall/Winter sports with 6 more teams that began in spring.. According to student data, 56% of 12th graders are participating in 2 or more club meetings.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

5.1 - Attendance Messaging and Consistent Practice:

While we did not meet our ADA or Chronic Absenteeism goals set at the beginning of this LCAP, the 2023-24 school year has made progress in both areas as compared to the past few years since being back at school in-person. For this reason, even though we did not hit the goal that we had set in our LCAP, this action has been effective.

5.2 - Attendance: SARB/SART Process:

ParentsSquare communications and direct family communications have been effective. For the same reason as stated above, this action is considered to be effective.

5.3 - Student Enrollment, Retention Rates, and Transfers:

MWA met our initial goals for both 8th Grade and Upper School retention rates before they were revised. MWA intends to continue giving new students orientations, but will do so with more intentional adult support.

5.4 - Student Activities Coordinator:

Student morale was high throughout the year either participating in clubs and/or athletics in addition to students viewing/supporting classmates at games.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Attendance communication next year -- data will continue to be shared, in tandem with our new LCAP actions that prioritize data and include students in their own data analysis.

MWA will continue with attendance messaging, and will bring this into our new LCAP when incorporating data analysis. Students will be included in the data tracking process and setting personal goals, this may include student attendance as well. MWA will make additional morning announcements, discussing the importance of attendance during Advisory/Homeroom, and continue to ParentSquare to share communication on student attendance.

Additional MWA communications with families on student attendance will be shared through ParentSquare on daily absence notifications, SART Letters to students who meet the truancy threshold bi-weekly, SART meetings with families of truant students, and making daily calls to families of students with unexcused absences

As an additional layer of communication, families will be provided with an organizational chart with contact information that indicates who they can contact for specific areas throughout the school.

MWA is also considering adding clubs and/or athletics to the mower school to reflect interest expressed by students and families.

Similar to Family Partnerships, engaging with students is a critical and ongoing endeavor to practice and broaden perspectives related to DEI and overall school culture and climate. With increases in suspensions since returning to in-person school after the pandemic, we see two persistent trends. One, some students do not have the ability to appropriately socialize and engage with one another due to anxiety, stress, and the lapse of practice when schools were closed. Two, the inability or disconnect when it comes to following rules and engaging with peers appropriately when in conflict. Paying attention to being responsive to these issues, over time, can contribute to creating the kind of safe, inclusive, and diverse community we are striving for. For this reason, going forward we will be absorbing this goal into our new LCAP Goal 3: Diversity, Equity, and Inclusion.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
6	School Climate: Create a safe and inclusive environment of achievement and student success, informed through the lens of diversity, equity, and inclusion, to holistically support students and adults, and maintain a healthy school climate.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Professional Development calendar, meeting notes, and surveys	PD Calendar reflects Social Emotional Well-Being training for faculty and families. (2020-21)	2021-22 PD calendar reflects implementation of August training on Notice/Talk/Action protocol and on-going mindful education trainings throughout the year.	Seven Friday Professional Development sessions in 2022-23 are focused on SEL or School Culture/Climate topics.	79.2% of teachers report that PD will impact their classroom instruction and/or learning environment(TNTP Workshops AY 23-24)	PD Survey data shows that stakeholders find training to be beneficial to practice and student outcomes.
Social Worker student survey	93% of students surveyed who received on-going services reported the services helped them learn new strategies to manage their problems/concerns or led to a positive behavior change. (2021-22)	n/a (first year of implementation of this metric)	87% of students surveyed who received ongoing services reported the services helped them learning new strategies to manage their problems/concerns or led to a positive behavior change (2022-23)	MWA Skills Academy on Anxiety End of Lesson Survey: 85% of students report that the skills academy helped their anxiety "Moderately" or "A lot" 54% report that meeting with the group or learning the skill helped "A lot" and 100% reported that it helped "moderately" or "a lot"	95% or more of students who received on-going services reported the services helped them learn new strategies to manage their problems/concerns or led to a positive behavior change.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Social Worker Referrals (was: Holistic Services referrals)	93% of students who were referred to the Holistic Services Department received support services or were connected with support services. (2021-22, as of 3/11/22)	n/a (first year of implementation of this metric)	77% of students who have been referred by staff for Social Worker services have received services (2022-23, as of 4/10/23)	144 students or 13% of students have been referred. 80% of students have received and/or were connected with support.	95% of students who are referred to the Holistic Services department receive support services or are connected with support services.
School Climate Survey	Original: 85% of students and parents indicate through the survey that MWA is safe, there is connection to the mission, and they feel seen and heard Corrected: More than 60% of Wave Makers feel that MWA facilitates an environment where they feel safe, can be themselves, celebrated/praised, feel valued/important, and supported to address and resolve harm (2020-21 local indicators)	56% of Upper School students and 63% of Middle School students surveyed indicated they feel school connectedness (feel safe at school, feel closeness to people at school, feel part of the school, happy to be at school, treated fairly). (2021-22, California Healthy Kids Survey [CHKS]) 72% of parents surveyed indicated they feel their student is safe at MWA and 69% indicated that MWA is responsive to their concerns and questions. (May 2022 Parent Climate Survey)	49% of students (43% of Upper School students and 52% of Middle School students) surveyed indicated they feel school connectedness (feel safe at school, feel closeness to people at school, feel part of the school, happy to be at school, treated fairly). (2022-23 MWA School Climate Survey). 87% of parents surveyed indicated they feel their student is safe at MWA and 83% indicated that MWA is responsive to their concerns and questions. (March	US (54%) MS (56%) Parents (88.9%) indicated that they feel the school is safe on the School Climate Survey. US (43%) & MS (52%) students Parent average over all grades (17.6%) indicate that there is a sense of connectedness on the MWA campus. 89% of parents agree/strongly agree that MWA is responsive to concerns and questions.	Measure student and parent responses with respect to safety and connectedness with a goal of 80% or more of our students and parents feeling that MWA is safe, that they feel a strong connection to the mission, and they feel seen and heard.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
			2023 Parent Climate Survey).	87% of parents feel satisfied with opportunities for parent participation and input at Making Waves Academy.	
Suspension rate (percent of students who were suspended for at least 1 day)	5.9% (2019-20, Dataquest)	0% (2020-21 [distance learning], Dataquest)	Overall: 9.8% (2021-22, CA School Dashboard) Black/African American: 27.8% Latinx/Hispanic: 7.8% English Learners: 8.5% Students with Disabilities: 7.4% Socioeconomically Disadvantaged: 10.1%	14.9% (2023-24) (Schoolzilla)	<5% (overall and in both divisions)
Expulsion rate (Dataquest)	0.2% (2019-20)	0% (2020-21)	0.1% (2021-22)	0.43% (2022-23)	0%

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Friday Professional Development included 4 different sessions that were dedicated to Culture and Discipline this school year. The newly developed Instructional Playbook also includes 5 cultural practices that teachers receive ongoing feedback and support with while they are learning to implement them. In addition, a Dean of Restorative Practices is in place for each division and we have increased the number of restorative circles among students with their deans.

MWA has a new online SEL system, Nearpod. However, the new SEL curriculum that was purchased has not been used nor tracked consistently during advisory. Time and training is needed to fully implement this.

Assistant Principal has shared data related to Student Support twice a semester and CEO shares monthly data updates with staff regarding attendance, referrals, suspensions, and restorative conferences. This data is shared school-wide via TVs around the school

MWA provided training for all staff during PD around Notice. Talk. Act. (NTA), mandated reporting and crisis protocols. Despite consultations with staff and collaborations with community/educational partners for appropriate referrals, Faculty/Staff are not comfortable with this.

A new Campus Supervisor has been hired and all Campus Supervisors are highly visible throughout the school. They support all faculty/staff with student support. A new social worker has also been hired and is meeting regularly with multiple students for check-ins, conducting empathy interviews, and participating in restorative circles/conversations.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

6.1 - Social Emotional Learning:

PD Calendar reflects Social Emotional w-being training for faculty and staff as well as implementation of August training on Notice/Talk/Act protocol and on-going mindful education training throughout the year. 79.2% of teachers report that PD has been effective in their focus on School Culture/Climate topics.

6.2 - Advisory Curriculum:

Nearpod has not been used consistently across all Homeroom/Advisory sections this year due to time for onboarding, training, and capacity. As a result, this action has not been fully realized. The number of hours spent utilizing Nearpod has increased over the course of the year. In order to be more effective next year, a coordinated plan that includes would need to be developed which included training and a scope and sequence for its use.

6.3 - Safety and Connectedness:

MWA did administer the semi-annual Culture and Climate surveys to students and parents. Additionally, data was shared with the community consistently throughout the year. The data collected from the surveys indicated that we did make some progress in the areas of school connectedness and academic motivation as a whole but we also saw a small drop in our score for "feeling safe" at school. While we did not

meet our goal in terms of the percentage, we are encouraged by the progress we made. The results from the survey will be used to inform approaches for the 2024-25 school year.

6.4 - Support Team:

Maintained additional Social Worker, to help students and families connect with site-based and off-site service providers to seek targeted support. There was a lead SW and SW for MS and US that had a caseload of students that were seen weekly and or biweekly along with a waiting list of additional students.. MWA developed a pilot School Social Work intern program to support the Social Worker department in building capacity to serve student needs. A sports psychologist and SW interns assisted with the overload of students. Ongoing training of MWA Social Workers, both internally and externally, was provided to be able to help address more severe student issues and locate community resources for families in need. These community resources included housing resources and food distributions. MWA has had a contract with FPA consulting this year to provide psychological services to students by licensed therapists. This therapist would see students regardless of whether or not they had a diagnosis. Students receiving services were referred by teachers, identified in SST meetings, and/or had excessive behavioral referrals. The team, therapist, SW, Behavioralist, nurses, and Deans would meet weekly to debrief on students, services, identified needs, and overall progress. MWA explored community partnerships to potentially provide additional Tier 1 and Tier 2 services (e.g., prevention education or psycho-education). MTSS was not implemented last school year, however we had our contracted consultants who led the prevention services and psyche education groups.

6.5 - Student Support Referrals and Services:

While 80% of students have received and/or were connected with support that does not meet our goal of 95%.The remaining student incidents were either addressed and resolved (if it was determined the student was receiving outside support or the incident/concern was unfounded or found to be a misunderstanding). Because of this, while the stated goal does not seem to have been met, this action is still considered to have been effective and progress was made.

6.6 - Campus Supervisors

Campus Supervisors are highly visible throughout the school on the inside and outside of campus. They support all faculty/staff with student support. We have also been successful in increasing the number of campus supervisors to eight As a result, this action is deemed to be effective.

6.7 - Behavior Data System:

Kickboard is fully online and implemented throughout the school, allowing Deans to access referrals and positive interactions between faculty/staff and students. This has allowed for more insight into referrals. However, training for staff on PBIS implementation and to support them with Kickboard is still needed.

6.8 - Cultural Celebrations:

Throughout the year, beginning in August, there are multiple activities/events that celebrate cultures and diversity in both the middle and upper school divisions. The calendar is posted on the school website for the MWA community to view. Some of the celebrations include: ASB Retreat, Welcome All School Meeting, Fall Festival, National Hispanic Heritage Month (and Raices Extended Lunch celebrations), Spirit Week, Pep Rally, Fall Dance/Spooky Hallway, Day of Lights and Door Decorating Contest, Day of Lights Potluck, Academic/Core Value

Awards Ceremony, Black College Expo Trip, Black History Month/BSU Assembly, Spring Dance, Spring Festival, Prom, and Senior College and Career Decision Day. There has been consistent participation throughout the year across all grades.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

MWA will be providing additional PD on Culture and Discipline to better help staff understand and support staff to continue having applicable PD sessions. Along with these PD sessions, training for teachers will be done on protocols around Nearpod usage during Advisory, Kickboard, and PBIS implementation.

We will continue to increase the number of restorative circles among students and with adults with their deans/social workers and ultimately (for lower level issues) within their classrooms to support the MWA staff inside and outside of the classroom with students.

There is a need to begin onboarding an additional Social Worker and an additional upper school dean and additional Nearpod training and support to be provided to teachers.

MWA will continue to provide data to be viewed by community members regarding attendance, referrals, suspensions, and restorative conferences and ongoing consultations to staff and collaborates with community/educational partners for appropriate referrals throughout the year.

As a part of increasing the sense of connectedness within the MWA community, we will provide additional events that recognize various cultures with the support of families. This also comes with the need to create a more accessible way for families to view the calendar and send additional reminders of events.

Similar to our past LCAP goal of Family Partnerships and Student Engagement, our ability to have a healthy school climate is a reflection of our partnership with families and our level of student engagement. In a diverse community, our ability to be safe and inclusive depends on our ability to learn, utilize, and practice the DEI approaches and tools. This is specifically aligned with our WASC goal, and new LCAP Goal 3: Diversity, Equity, and Inclusion.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
7	Course Access: In order to prepare all students for college and career, we will maintain and expand access to a broad course of study.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Master schedule	Ensure that students are enrolled in courses that are aligned with MWA requirements for middle school promotion and upper school (high school) graduation.	<p>Middle school: 100% of middle school students are taking courses that fulfill local requirements for 8th grade promotion. (2021-22)</p> <p>Upper school: 97.4% of upper school students are taking courses that fulfill local requirements for high school graduation (including coursework that is consistent with a-g requirements for UC/CSU eligibility, exceeding the minimum state requirements). (2021-22)</p>	<p>Middle school: 99.8% of middle school students are taking courses that fulfill local requirements for 8th grade promotion (2022-23)</p> <p>Upper school: 99.7% of upper school students are taking courses that fulfill local requirements for high school graduation (including coursework that is consistent with a-g requirements for UC/CSU eligibility, exceeding the minimum state requirements) (2022-23)</p>	<p>100% of middle school students taking courses that fulfill local requirements for 8th grade promotion.</p> <p>100% of upper school students taking courses that fulfill local requirements for high school graduation (Internal/Power School)</p>	100% of students are enrolled in courses at the middle school that meet the state criteria for “course access” and at the upper school (high school) that meet and/or exceed MWA graduation requirements (consistent with a-g requirements for UC/CSU eligibility) through offering a viable but varied set of differentiated courses.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CTE course enrollment	Original: 10% or more will be enrolled in CTE designated courses. Corrected: 31% CTE participation (AY 2019-20 in 2021 SARC)	27% CTE participation (AY 2020-21 in 2022 SARC)	31% CTE Participation (AY 2021-22, in 2023 SARC)	20% Enrollment (2023-24) (PowerSchool)	Original: 10% or more will be enrolled in CTE designated courses. Revised: 30%

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Currently all students are programmed for six-period course schedules, in the courses necessary for them to meet graduation requirements, with the exception of 5th-year upper school students who may be programmed for less than six-courses. English language development courses and math intervention courses meet two times per week for a total of 120 minutes - students are selected for these support courses based on ELD classification or performance in math classes and standardized growth assessments (NWEA MAP). Support classes are also provided during Flex Time to students with IEP's up to 4x per week, or 240 minutes, in addition to Specialized Academic Instruction classes programmed into the core-day, 6-period schedule. During the spring and summer of 2023, the upper school developed and had approved through the A-G course management system, 6 new courses for the master schedule: Astronomy, AP Environmental Science, AP Computer Science Principles, AP Literature, Intermediate Theater, and Journalism & Media Arts (the last two being semester-long courses, respectively). Flex period and SAI periods (1st and 4th) have been tailored to offer support for specific student populations (ELD, SPED). No GATE related courses currently being offered to any 5-12 students. No courses have been removed from the course schedule, but information from the Course interest survey completed by students inform decisions about course offerings.

Courses have been added that broaden the curriculum of study (AP Computer Science Principles, AP Environmental Sciences, AP Literature, Media Arts, Journalism, Astronomy). While we currently have plans to survey staff and students in order to gather input from educational partners, we need to develop plans that allow parents/ guardians to provide their input, while understanding the need to have "trade-offs" in a smaller, public school setting: specifically, we need to analyze the viability of offering a full selection of visual and performing arts (music, visual arts, and theater) with the ability to offer World Languages other than Spanish. While we have begun providing Ethnic

Studies to 9th grade students, we have not yet developed a five-year plan that addresses Career Technical Education and offers Spanish in the middle school or more diverse World Languages in the upper school. Plans for dual-enrollment have been halted.

For the 2023-24 school year, there were 106 student enrollments in Advanced Patient Care. We currently only have 1 CTE teacher and the Patient Care pathway has been the only CTE pathway offered.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

7.1 - Course Access:

Student intervention course list for Fall 2024-25 is still in development by Principal. The upper school has added six new courses for the master schedule: Astronomy, AP Environmental Science, AP Computer Science Principles, AP Literature, Intermediate Theater, and Journalism & Media Arts, which allow students to explore subjects not previously offered. However, due to the lack of course availability and scheduling constraints, students being able to take their first option choices have not been possible in some cases. In these cases, students sometimes have had to take courses that meet MWA's graduation requirements and CA's "a-g" requirements but were not the students' first choices. Work still needs to be done to offer a range of courses so that students have more opportunities to take the classes they are more interested in..

7.2 - Alignment of Course Offerings:

The upper school master schedule continues to allow for collaboration / common-planning periods for teachers in each content area. The middle school master schedule allows for this, but only across grade-bands - 5/6 and 7/8.

7.3 - Expand Course Offerings:

The courses that have been added to broaden the curriculum of study include AP Computer Science Principles, AP Environmental Sciences, AP Literature, Media Arts, Journalism, and Astronomy. This has been effective to prepare the majority of our students who are in pursuit of a rigorous college pathway.

7.4 - Career and Technical Education:

While the Patient Care pathway has been successful in exposing students to careers in health/medicine, it has been the only CTE pathway offered. As we have only had one CTE pathway, we did not meet our CTE Course enrollment goal.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

MWA plans to be more careful in reviewing the course map, balancing grade-level course offerings, so that periods are not impacted, and creating schedule limitations. Re-Invest in Dual-enrollment which can aid in explaining course offerings to all MWA students.

Look into offering Algebra in the Middle School to aid students in reaching "college-level" math (e.g., pre-calculus and calculus) in high school.

Look into hiring teachers to teach CTE pathways so we can offer other CTE Pathways (e.g., finance, technology, digital media arts, business/entrepreneurship).

We have made access to college preparatory classes standard for all students, which aligns with our graduation requirements and a-g requirements. Additionally, we offer and make accessible Advance Placement (AP) courses for students outside of the typical profile of some schools (e.g. reserving AP course access to only students with very high GPAs - 3.6 or higher). We think exposure to AP courses is vital to helping students feel more prepared for college. MWA uses the PSAT and their AP Potential tool to help inform what types of AP courses our students could be most successful or interested in, based on their PSAT scores. Because this is so closely tied to our WASC goal and new LCAP Goal 2 of College and Career Readiness, going forward we will be absorbing this goal into the College and Career Readiness goal.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
8	Academic Growth: Support all learners to achieve growth in academic student outcomes.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CAASPP scores for English and GPA for English	<p>Original: 50% for the middle school and 70% for the upper school pass SBAC and have GPAs above 2.7</p> <p>Corrected: Overall: 50% proficient Middle school: 46% Upper school: 78% (2018-19 ELA SBAC)</p> <p>ELA GPA: 2.05 (2020-21 Semester 2)</p>	<p>Overall: 39% proficient Middle school: 36% Upper school: 58% (2020-21 ELA SBAC)</p> <p>ELA GPA: 2.63 (2021-22 Semester 1)</p>	<p>Overall: 39% proficient Black/African American: 45% Latinx/Hispanic: 38% English Learners: 12%</p> <p>Students with Disabilities: 20% Economically Disadvantaged 38% Middle School: 34% Upper School: 72% (2021-22 ELA SBAC)</p> <p>ELA GPA: 2.37 (middle), 2.78 (upper) (2022-23 Semester 1)</p>	<p>44% Meeting / Exceeding Standard for ELA (schoolwide CAASPP AY 2022-23)</p> <p>2.34 (US) / 2.799 (MS) (AY 22-23 S2)</p>	<p>ENGLISH: 70% for the middle school and 80% for the upper school pass the SBAC and have GPAs above 2.7.</p>
CAASPP scores for Math and GPA for Math	<p>Original: 25% for the middle school and 40% for the upper school pass SBAC and have GPAs above 2.7</p>	<p>Overall: 16% proficient Middle school: 16% Upper school: 15% (2021-22 Math SBAC)</p>	<p>Overall: 14.5% proficient Black/African American: 17% Latinx/Hispanic: 14% English Learners: 3%</p>	<p>21% Meeting / Exceeding Standard for Math (schoolwide CAASPP AY 2022-23)</p>	<p>Original: MATH: 50% for middle school and 70% for upper school pass the SBAC and have GPAs above 2.5</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>Corrected: Overall: 26% proficient Middle school: 24% Upper school: 40% (2018-19 Math SBAC)</p> <p>Math GPA: 2.35 (2020-21 Semester 2)</p>	<p>Math GPA: 2.79 (2021-22 Semester 1)</p>	<p>Economically Disadvantaged: 15% Students with Disabilities: 2% Middle School: 13% Upper School: 25% (2021-22 Math SBAC)</p> <p>MathGPA: 2.69 MS, 2.40 Upper School (2022-23 Semester 1)</p>	<p>2.467 (US) / 2.744 (MS) (AY 22-23 S2)</p>	<p>Revised: MATH: 30% for the middle school and 50% for the upper school pass the SBAC and have GPAs above 2.7.</p>
<p>CAASPP scores for Science and GPA for Science</p>	<p>Original: 50% for the middle school and 70% for the upper school pass SBAC and have GPAs above 2.7</p> <p>Corrected: Overall: 22% proficient Middle school: 20% Upper school: 29% (2018-19 CAST)</p> <p>Science GPA: 2.12 (2020-21 Semester 2)</p>	<p>Overall: 20% proficient Middle school: 19% Upper school: 24% (2020-21 CAST)</p> <p>Science GPA: 2.85 (2021-22 Semester 1)</p>	<p>Overall: 19% proficient Middle School: 21% Upper School: 13% (2021-22 CAST)</p> <p>Middle School Science GAP: 2.63 Upper School Science GPA: 2.43 (2022-23 Semester 1)</p>	<p>20.95% Meeting / Exceeding Standard for Science (schoolwide CAASPP AY 2022-23)</p> <p>2.51 (US) / 2.93(MS) (AY 22-23 S2)</p>	<p>Original: SCIENCE: 50% for the middle school and 70% for the upper school pass the SBAC and have GPAs above 2.5.</p> <p>Revised: SCIENCE: 30% for the middle school and 50% for the upper school pass the CAST and have GPAs above 2.7.</p>
<p>Original: CAASPP scores for Social Science and GPA for Social Science</p>	<p>Original: 50% for the middle school and 70% for the upper school pass</p>	<p>Social Studies GPA: 2.92 (2021-22 Semester 1)</p>	<p>Middle School Social Studies/History GPA: 2.95</p>	<p>3.1 (US) / 3.399 (MS) (AY 22-23 S2)</p>	<p>Original: SOCIAL SCIENCE: 50% for the middle school and 70% for the upper school pass</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Corrected: GPA for Social Science	SBAC and have GPAs above 2.7 Corrected: Social Studies/History GPA: 2.24 (2020-21 Semester 2)		Upper School Social Studies/History GPA: 2.43 (2022-23 Semester 1)		the SBAC and have GPAs above 2.5. Revised: Average Social Studies/History GPAs above 2.7
Health and Wellness grades and Physical Fitness Test (PFT) scores	Original: 70% or more will pass the annual Physical Fitness Test and have GPAs above 2.5 Corrected: 2018-19 PFT: % of students who met 4 out of 6 Fitness Standards: 5th: 27.4% 7th: 28.6% 9th: 18.6% Health and Wellness GPA: 2.81 (2020-21 Semester 2)	PFT suspended in 2019 and 2020. PFT resumed in 2021, but without formal “pass” criteria this year. In 2021-22 95.8% of our eligible students (5th, 7th, and 9th grade) participated in the PFT. (No “pass” rates available for this year due to statewide changes). Health & Wellness GPA: 3.36 (2021-22 Semester 1)	In 2022-23, 98% of our 5th, 7th, and 9th grade students participated in the PFT. (No “pass” rates available for this year due to statewide changes). Middle School Health and Wellness GPA: 3.42 Upper School Health and Wellness GPA: 3.39 (2022-23 Semester 1)	5th, 7th, 9th and all required grades have participated. Health and wellness GPA 3.351 (US) / 3.578 (MS) (AY 22-23 S2)	PHYSICAL FITNESS: 90% or more will pass the annual Physical Fitness Test and have GPAs above 2.5.
Foreign Language GPA	Original: 80% of upper school students will take and pass foreign language classes needed for a-g and have GPAs above 2.5	Foreign Language GPA: 3.16 (2021-22 Semester 1)	Upper School Foreign Language course GPA: 3.02 (2022-23 Semester 1)	3.115 (AY 22-23 S2) (Tableau)	80% of upper school students will take and pass foreign language classes needed for a-g and have GPAs above 3.0.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Corrected: Foreign Language GPA: 3.0 (2020-21 Semester 2; upper school only)				

Goal Analysis

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Instructors have been provided with the MWA unit plan format and Week-At-A-Glance (WaaG) templates that provide standards, criteria for success, accommodations and modifications for each lesson. Teachers collect work samples and meet with Content Leads every other week to discuss strategies for support and mastery of work.

Our designated academic support and intervention time takes place during Flex period. Students are grouped using a tier designation process. Math and ELA Labs are our intervention classes. ELD and SAI are also offered during this time. Students are provided with an intervention curriculum, formative and interim assessments and ongoing progress monitoring. The Academic Support Services team holds bi-weekly Flex PLC to offer support, curriculum implementation and unpacking, instructional strategies and data tracking. ELD implemented an English 3D digital curriculum during designated time.

Lexia is being implemented in some classrooms, but not all. All students have access to IXL, and it is being utilized as a resource in many classrooms, but not all.

All critical learners in MATH LABs in the middle school (tier 3 and 2 which may include ELs) have added their MAP Growth data into IXL skill plans so that they have an individualized learning plan. During PLC meetings every other Tuesday at 3:10, teachers meet. Some discussions have included how they are utilizing the IXL tools and features with their classes, how much time they are giving, how the data share has landed with students, and how to support student agency in their growth goals.

In the upper school, students in Algebra 1, 2 and Geometry students used MathIA, an adaptive 1:1 math learning platform that coaches students through grade-level content. Professional development was provided at the beginning of the year on integrating the platform into the weekly pace of instruction, and follow-up support was provided by Carnegie Learning.

Teachers are provided student assessment data for use in modifying instruction from coaches and school leadership during professional development and during content team meetings. We need to be more intentional about monitoring the progress of student subgroups.

Marlin Academy has begun this year, providing more academically structured afterschool, Intercession, and summer programming. 5th and 6th grade students have been participating in additional math and English lessons afterschool which have been tying into and supplementing their Flex instruction. Designated ELO Staff have been providing additional push in support to Math and ELA Flex courses. This November, we piloted our first ELO Intercession days which focused on having our students preview material and skills they would encounter in the winter months. We also began our pilot of Math and Read 180 as the curriculum for all expanded learning sessions this year. We are looking forward to continuing this same kind of targeted support for our Tier 3 students in our upcoming February, April, and June (Summer) break. With more stable staffing in semester 2 we have increased enrollment to 50 students. (25 5th and 25 6th). We are in the process of adding more students to hopefully reach 60 students by the end of February. Enrollment is prioritized for our Tier 3 students, we conduct outreach to try and encourage our families to take advantage of our expanded learning opportunities. Students on our waitlist in Tier 2 are accepted after our Tier 3 families have turned down their spot.

Credit recovery for upper school is paused for students other than students with Extended School Year accommodations as part of their individual learning plan. Students will continue to receive credit recovery during the regular school year.

This year, SPED focused on offering more targeted specialized academic instruction (SAI) sections and increased SAI time in the middle school and upper school. In the middle school, SPED “pull outs” occur during homeroom, Flex period, and, for some students, during core day instruction. For students in the US, there are SAI courses taking place during the core day in lieu of an elective; these are geared toward students who require more extensive academic intervention and support. SAI sections during Flex Period are designated for math lab intervention, reading lab intervention, and academic support.

Last year, the middle school implemented the Sondag curriculum, a small group phonics reading intervention program in grades 5-7, and Rewards Intermediate in grade 8. This year, SPED has implemented Sondag in all middle school grades and increased the frequency of Sondag phonics intervention for students who need reading intervention from 3 times a week to 4 times a week as the majority of students are requiring intensive intervention.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

8.1 - Tier 1 Instruction:

Greater emphasis was placed on teachers following scope and sequence plans in ELA and mathematics this year in order to provide students with access to grade-level standards. In order to achieve this goal, coaches conducted weekly audits of lesson plan outlines (Week-at-a-Glances or WaaGs), which cited standards, deliverables (criteria for success), accommodations and modifications for each lesson, as well unit vocabulary to be explicitly taught and daily objectives/learning targets. The purpose of the WaaG was to help teachers internalize curriculum. Although some Professional Learning Communities (PLCs) examined student work during their bi-weekly meeting times, there was no formal process developed for collecting work samples from critical learners and meeting with Content Leads to discuss strategies to support students towards mastery. Work samples were collected during observations and used in coaching sessions and teacher evaluations.

8.2 - Academic Interventions:

This year's Academic Support Services student achievement goal was as follows: "By June 14, 2024, 30% (174/581) of Making Waves Students who receive intervention (Tier 2 or Tier 3) will shift up (improve) in tiers by content. Shifts in tiers will be measured through a data-triangulated composite score (Interim Assessment, Grades, Teacher Feedback). Additionally, 20% (70/348) of Making Waves Students who receive ELD will reclassify, as measured by RFEP ELAS in CALPADS." Semester 2 tier designation showed that 31% of students in Tier 3 ELA and 37% of students in Tier 3 math have shifted up in tiers (improve), 14% of students in Tier 2 ELA and 27% of students in Tier 2 math have shifted up in tiers by the end of semester 1. For ELD, 14% have reclassified by the end of semester 1. So far these results have surpassed the goal we have set for the end of the year and this has been an effective action.

8.3 - Educational Software:

IXL metrics for all core math classes show that students have worked on 21,236 individual skills, reached proficiency in 10,794, and have mastered 7,281 skills since the beginning of the year. 5th and 6th grades tend to have higher participation overall. 43 6th graders who have current updated diagnostics are showing a 12 point average monthly growth. Math Lab students have worked on 11,618 skills, reached proficiency in 5,355, and mastery level in 3,540 skills since the start of the school year, making this an effective action.

8.4 - Assessment Tools:

Effective Adjustments need to be made for ELD to add ELPAC IABs. Better management must be taken next year to provide more clarity around testing windows and add an additional round of STAR testing for ELD students before the summative ELPAC assessment. Parents of EL students also need score reports within 30 days which happened. While this action was not as effective as we had hoped, the calendar that was created allowed for intentional planning of growth celebrations.

8.5 - Progress Monitoring and Data Analysis:

Some improvement was seen in IAB data for most grades. This was most prominently seen in an increase in the number of students approaching or near standard (moving up from "far from standard"), making this action effective.

8.6 - Extended (Summer) Learning:

MWA was able to provide credit recovery opportunities for upper school students through Summer 2023. Additionally, MWA made use of ELO grant funds to offer extended summer learning (Marlin Academy). Additionally, MWA did offer Extended School Year (ESY) for students designated Special Education. After reviewing the data from previous years (including summer 2023), MWA determined that summer credit recovery provided an opportunity to recover credits, it was not addressing the root issues related to student learning. As a result, starting with

summer 2024 we will not offer credit recovery during the summer but we are integrating credit recovery within the academic year. We will continue to offer Marlin Academy and ESY.

8.7 - Special Education:

MWA was able to provide push-in and pull-out support consistently throughout the year and complete the pilot for the reading intervention program. During the 2023-2024 school year, MWA learned that it was placed in Differentiated Assistance (DA) for Academics for Students with Disabilities. As a result of the analysis done through the DA process, MWA will continue to be an inclusion-based school for SPED but we are actively exploring ways to provide additional and more robust support to general education teachers. We will continue providing push-in and pull-out support and we will ramp up the support within the regular school day.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

The current "8.1 - Tier 1 Instruction" action will continue under "Goal One: Support For All Learners" of the next LCAP cycle beginning AY24-25 as "1.2 - Strengthening Tier 1 Instruction and Differentiation" by providing high quality, standards-aligned and differentiated instruction through the utilization of research-based unit planning formats and ongoing collaboration among teachers and content leads to support student mastery.

Along with this, pieces of actions "8.4 - Assessment Tools" and "8.5 - Progress Monitoring and Data Analysis" will also continue under "Goal One: Support For All Learners" in the next LCAP cycle beginning AY 24-25 as "1.3 - Enhancing Progress Monitoring and Data Analysis." In this, students will review school-wide data in advisory classes and set personal goals for the next cycles and teachers (with a focus on ELA and MATH) will have access to data to review and reference last year.

Academic intervention will continue to be provided to all students in a timely and systematic manner. Tiered services will be embedded into core day instruction as well as during dedicated times within the school day to focus on differentiated intervention and/or instruction.

Next year we will continue to work with the Special Education teachers and aides to develop team teaching models so that more students benefit from intervention during core classes. Additionally, we explore the use of peer tutoring from upper school grades to support students who need academic intervention.

Much of the action will focus on supporting teachers through coaching and professional learning to help them analyze student assessment data, adjust teaching methods based on this data, and make sure adjustments fit within the teaching and learning cycle.

We will continue to disaggregate data to track critical learners' progress, including English Learners, students with disabilities, race / ethnicity groups and income groups, working to close achievement gaps.

For ESY (Extended School Year), we are currently looking at using Read 180 and Math 180, but are exploring alternatives due to low utilization this school year, costs, and more intensive training needs. All Upper School students that have IEPs and are in jeopardy of being retained are highly recommended to participate in ESY.

Similar to the LCAP goal that we are closing out Goal 2: Implementation of Academic Standards and Basic Conditions, aligning Academic Growth is critical to achieving and making progress towards our WASC Goal 1. Going forward, the substance from this goal will be absorbed into our new LCAP Goal 1: Support for All Learners.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Instructions

For additional questions or technical assistance related to the completion of the Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (COE), or the California Department of Education’s (CDE’s) Local Agency Systems Support Office, by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

Goals and Actions

Goal(s)

Description:

Copy and paste verbatim from the 2023–24 LCAP.

Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023–24)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

Goal Analysis

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

A description of any substantive differences in planned actions and actual implementation of these actions.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages do not need to be addressed, and a dollar-for-dollar accounting is not required.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. “Effectiveness” means the degree to which the actions were successful in producing the desired result and “ineffectiveness” means that the actions did not produce any significant or desired result.
 - In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal.
 - When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for educational partners. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
 - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.
 - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
 - The reasons for the ineffectiveness, and
 - How changes to the action will result in a new or strengthened approach.

California Department of Education
November 2023

Coversheet

Student Chromebook Replacements

Section: V. Action Items
Item: C. Student Chromebook Replacements
Purpose: Vote
Submitted by: Damon Edwards
Related Material: STS Chromebook Quote.pdf

BACKGROUND:

This approval request is for replacing the Chromebooks for all 5th and 9th grade students in the 2024-25 school year.

RECOMMENDATION:

Please approve this expenditure of \$135,896.57 in the 2024-25 school year.



Company Address	130-A W. Cochran St. Simi Valley, CA 93065 US	Created Date	1/22/2024 7:43 AM
		Expiration Date	6/13/2024
		Quote Number	Q-35667
Prepared By	Jeremy Gilbert	Account Name	Making Waves Academy (CA)
Sales Email	jeremy.gilbert@stseducation-us.com	Contact Name	Damon Edwards
Sales Phone		Contact Phone	(510) 779-1414
Fax	(888) 801-3381	Contact Email	dedwards@mwacademy.org
Bill To Name	Making Waves Academy (CA)	Ship To Name	Making Waves Academy (CA)
Bill To	4123 LAKESIDE DR SAN PABLO, CA 94806-1942	Ship To	4123 Lakeside Drive Richmond, CA 94806

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
350	HP Chromebook 11 G9 EE - 3V2Y2UT	HP Chromebook 11 G9 EE (11.6" Chromebook - Intel Celeron N4500 - 4 GB RAM - 32 GB Flash Memory) AUE June 2031- P/N: 3V2Y2UT	\$235.00	\$82,250.00
350	Google Chrome License	Google Chrome Management Console, Education Perpetual License	\$35.00	\$12,250.00
350	GOLD PACKAGE WG	GOLD PACKAGE WG: Green Packaging, Connecting/Enrolling in Customer OU, Apply Asset Tags, Serialized List of devices and asset tags	\$8.00	\$2,800.00
350	HP 3 Yr ADP	3y Pickup Return with ADP NB UQ996E	\$85.00	\$29,750.00
350	CA Environ Fee 4"-14" Collected	CA Environmental Electronic Waste Fee - Collected 4" to 14" - \$4 per unit	\$4.00	\$1,400.00
1	Shipping LTL	LTL Shipping Charge	\$0.00	\$0.00

Total Price	\$128,450.00
Tax	\$7,446.57
Grand Total	\$135,896.57

All sales are subject to applicable sales tax at the time of shipment.

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: [stsed.com/lifetime-parts-warranty/](https://www.stseducation-us.com/lifetime-parts-warranty/).

<https://www.stseducation-us.com/>

Coversheet

Addendum and renewal quotes for the PowerSchool SIS and Unified Classroom Behavior products

Section: V. Action Items
Item: D. Addendum and renewal quotes for the PowerSchool SIS and Unified Classroom Behavior products
Purpose: Vote
Submitted by: Damon Edwards
Related Material:
2024_05.29.24_Addendum 2 to Powerschool MSA 2024_Making Waves Academy_SIS_Behavior.v2[67].pdf

BACKGROUND:

The attached addendum and quotes are for PowerSchool SIS and the Unified Classroom Behavior products. PowerSchool SIS is an online student information system used for grading, attendance, as well as housing student and staff demographic data. Unified Classroom Behavior is a behavior management platform used by the Deans, Teachers and other Admins to manage and track student behavior.

RECOMMENDATION:

Please approve the PowerSchool quotes and addendum with a combined fiscal impact of \$27,924.00 in the 2024-25 school year.

Addendum 2

This Addendum 2 addresses amended and additional terms to be included into the 2024 Main Services Agreement – (the "Agreement") by and between Making Waves Academy ("Customer"), located at 4123 Lakeside Drive, Richmond, California 94806; and PowerSchool Group LLC ("PowerSchool"), a Delaware limited liability company, having a principal address of 150 Parkshore Drive, Folsom, California 95630. Except as set forth in this Addendum, the Agreement, including the Quote #s Q-868947-2 and P-860067-1 attached hereto as EXHIBIT A (and any other quotes to which this addendum is attached and referenced) is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

1. 1.6. Definitions

The definition for "Excluded Claims" is deleted in its entirety and replaced with the following:

"Excluded Claims" means claims or liability arising out of: (a) a Party's violation of the other Party's proprietary or intellectual property rights; or (b) PowerSchool's violation of its obligations under this Agreement (including the applicable data privacy agreement) pertaining to Customer Data.

2. 2.3.3 Restrictions

The following is added at the end of the last sentence in section 2.3.3:

"upon notice of such unauthorized access or use."

3. 2.5 Sustaining Application Planning Program (SAP)

Section 2.5 is deleted in its entirety and replaced with the following:

"PowerSchool reserves the right to discontinue a PowerSchool Software as part of its end-of-life (EOL) policy upon providing advanced written notice to Customer consistent with PowerSchool's standard policies and procedures. PowerSchool will use commercially reasonable efforts to transition Customer to a substantially similar PowerSchool Software. If PowerSchool does not have a substantially similar PowerSchool Software, then PowerSchool will credit to Customer any unused portion of the prepaid fee for such PowerSchool Software that is subject to EOL."

4. 2.3.2. Restrictions

The first sentence of section 2.3.2. is deleted in its entirety and replaced with the following:

"Customer will not, and will take reasonable steps to ensure its User(s) will not: (a) make any of the Services, its results, outputs or deliverables available to anyone other than Customer or Users, or use them for the benefit of anyone other than Customer; (b) sell, resell, rent, lease, license, distribute, sublicense, or otherwise include any of the Services to a third party or in a service bureau or outsourcing offering; (c) make any use of the Services for which Customer has not paid; (d) store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (e) intentionally interfere with or disrupt the integrity or performance of any of the Services; or (f) remove or obscure any proprietary or other notices contained in any PowerSchool Services. Customer shall not use plugins that are not approved by PowerSchool."

5. 4.7 Marketing

The last sentence in section 4.7 is deleted and replaced with the following:

"Notwithstanding the foregoing, PowerSchool's right to continue to use any printed (hard copy) marketing materials produced, published, or disseminated prior to such termination will continue until the supply, publication, dissemination and/or use of such materials is exhausted or terminates."

6. 5.1 Confidential Information

The third sentence in section 5.1 is deleted and replaced with the following:

"Confidential Information of Customer includes Customer Data; and Confidential Information of PowerSchool includes the Services, PowerSchool Software, and, subject to Section 5.4 (Public Records Act), the California Public Records Act and the California Ralph M. Brown Act, the terms of this Agreement and each Ordering Document (including pricing)."

7. 5.4 Public Record Act

The following words shall be added to section 5.4 (a) after the word "disclosure":

"under applicable laws or regulations."

8. 9. DISCLAIMER OF WARRANTIES.

The following sentence is added to the end of section 9:

"NOTWITHSTANDING THE ABOVE DISCLAIMERS, POWERSCHOOL AGREES TO MAKE REASONABLE EFFORTS TO TIMELY REPAIR OR CORRECT ANY ERRORS OR DEFECTS IN THE PRODUCTS AND SERVICES PROVIDED BY POWERSCHOOL TO CUSTOMER UNDER THIS AGREEMENT."

9. 11.2 CAP ON MONETARY LIABILITY

"TWELVE (12) MONTHS" is deleted and replaced with:

"TWENTY-FOUR (24) MONTHS"

10. 11.3 Exceptions

Section 11.3 is deleted in its entirety and replaced with the following:

"THE FOREGOING LIMITATIONS IN SECTION 11.1 (EXCLUSION OF DAMAGES) AND SECTION 11.2 (CAP ON MONETARY LIABILITY) SHALL NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS SET FORTH WITHIN SECTION 10 (INDEMNIFICATION) OR LIABILITY ARISING OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD

11. 13.1 Agreement Term

The following sentence is added to the end of Section 13.1:

"This Agreement will terminate upon the effective date of any termination, non-renewal, or revocation of Customer's charter or the cessation of Customer's operations for any reason, as long as Customer provides written notification to PowerSchool of such event."

12. 13.3. Suspension

Section 13.3 (c) is deleted in its entirety and replaced with the following:

"Customer is notified in writing in advance that an objective security threat arises so great as to warrant immediate action by PowerSchool to protect the security of Customer Data and the PowerSchool systems, including if the Subscription Services are experiencing denial of service attacks, mail flooding, or other attacks or disruptions outside of PowerSchool's control."

13. 14.4 Force Majeure

Section 14.4 is deleted in its entirety and replaced with the following:

"Neither PowerSchool nor the Customer will be deemed in breach of this Agreement for failure in performance resulting from acts beyond its reasonable control, including but not limited to, breach by subcontractors or suppliers, failure of Customer or PowerSchool to provide the other party promptly and accurate information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, tsunamis, drought, disease, quarantine, or other extraordinary circumstances beyond either Party's control."

14. 14.8 Assignment

Section 14.8 is deleted in its entirety and replaced with the following:

"Neither PowerSchool nor Customer shall assign or transfer this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either party may assign its rights and obligations under this Agreement without the consent of the other Party in the event the Party hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors and permitted assigns."

15. 14.13 Entire Agreement

The second to last sentence of section 14.13 is deleted in its entirety and replaced with the following:

"In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable executed Quote, (2) the body of this Agreement and any amendment or addendum thereto mutually executed by the Parties; and (3) any referenced and applicable exhibit, schedule, or other attachment to this Agreement.

16. The following Section 14.16 is added to the Agreement:

"14.16 Education Code Section 49073.1

Pupil records obtained by PowerSchool from Customer continue to be the property of and under the control of the Customer. Pupil records include any information directly related to a pupil that is maintained by the Customer or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other Customer employees or contractors. Pupil records does not include de- identified information (information that cannot be used to identify an individual pupil) used by the third party: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the PowerSchool's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

Pupils may retain possession and control of their own pupil-generated content and transfer pupil-generated content to a personal account, to the extent consistent with the functionality of the PowerSchool's Products and Services, by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, PowerSchool will provide the option to transfer pupil account data into a family account (to be paid for by the pupil or parent/guardian separately).

Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, PowerSchool will work with Making Waves Academy to make the personally identifiable information in the pupil's records that are accessed, stored, or maintained by the PowerSchool available for the parent, guardian or eligible pupil's review and correct any erroneous information contained in such records.

PowerSchool shall take commercially reasonable actions to ensure the security and confidentiality of pupil records. Its security measures are designed to protect the pupil records and personal information it collects from loss, misuse, and unauthorized access, disclosure, alteration, and destruction and include but are not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records and using individual user accounts, access controls, auditing and logging, and encryption to limit the dissemination of personal information to only designated staff or third-party vendors as is reasonably necessary to the provision of the PowerSchool's Products and Services under the Agreement.

In the event of a confirmed unauthorized disclosure of a pupil's records, PowerSchool shall notify Making Waves Academy thereof in writing as soon as reasonably possible but no later than three (3) business days and use commercially reasonable efforts to remedy such breach.

PowerSchool shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Agreement.

PowerSchool certifies that a pupil's records shall not be retained or available to the PowerSchool after termination or upon completion of the terms of the Agreement, except for a case where a pupil chooses to establish or maintain an account with PowerSchool for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. PowerSchool will, within thirty (30) days of receipt of a written request from Making Waves Academy, provide written notice that pupil records have been destroyed and/or deidentified. This provision shall survive termination of the Agreement.

Making Waves Academy and PowerSchool agree to comply with all applicable California and federal laws and regulations including but not limited to the Family Educational Rights And Privacy (FERPA) and California Education Code section 49073.1.

PowerSchool shall not use personally identifiable information in pupil records to engage in targeted advertising.

The Parties agree to comply with all applicable laws, regulations and ordinances including but not

limited to the Children's Online Privacy Protection Act and related regulations (COPPA), the Student Online Personal Information Protection Act (SOPIPA), FERPA, and California Education Code section 49073.1.

POWERSCHOOL GROUP LLC

MAKING WAVES ACADEMY

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
(Quote(s))



Remit Email: aanchal.bajpai@powerschool.com
 Quote Date: 29-MAY-2024
 Quote #: Q-868947-2

Sales Quote - This is Not An Invoice

Prepared By: Aanchal Bajpai
 Customer Name: Making Waves Academy
 Contract Term: 12 Months
 Start Date: 27-JUL-2024
 End Date: 26-JUL-2025
 Billing Frequency: Annually

Customer Contact: Damon Edwards
 Title: Director of Technology
 Address: 4123 LAKESIDE DR
 City: RICHMOND
 State/Province: California
 Zip Code: 94806
 Phone #: (510) 964-2403

Product Description	Quantity	Unit	Extended Price
Initial Term 27-JUL-2024 - 26-JUL-2025			
License and Subscription Fees			
PowerSchool SIS Hosting Test Bed Annual	1,180.00	Students	USD 4,366.00
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 571.67
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 573.10
PowerSchool SIS Hosted Subscription	1,180.00	Students	USD 16,449.20

License and Subscription Totals: **USD 21,959.97**

Quote Total

Initial Term	27-JUL-2024 - 26-JUL-2025
Amount To Be Invoiced	USD 21,959.97

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Mar2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described herein, Customer agrees that the subscription for such services will continue for succeeding subscription periods on the same terms and conditions as set forth herein (subject to a standard annual price uplift) unless Customer provides PowerSchool with a written notice of its intent not to renew at least sixty (60) days prior to the end of the current subscription period.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Making Waves Academy

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Job Title:

Date: 20-NOV-2023

Date:

PO Number: _____



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: aanchal.bajpai@powerschool.com
 Pricing Notification Date: 29-MAY-2024
 Pricing Notification #: P-860067-1
 PowerSchool Internal Ref #:Q-645113

Prepared By: Monika Malve
 Customer Name: Making Waves Academy

 Contract End Date: 30-JUN-2025

 Subscription Period: 1-JUL-2024 through 30-JUN-2025

Customer Contact: Damon Edwards
 Title: Director of Technology
 Address: 4123 LAKESIDE DR
 City: RICHMOND
 State/Province: California
 Zip Code: 94806
 Phone #: (510) 964-2403

Product Description	Quantity	Unit	Extended Price
Subscription Period: 1-JUL-2024 - 30-JUN-2025			
License and Subscription Fees			
Behavior Support Subscription	1,200.00	Students	USD 5,964.00
License and Subscription Totals:			USD 5,964.00

Subscription Period Total	
Subscription Period	1-JUL-2024 - 30-JUN-2025
Amount To Be Invoiced	USD 5,964.00

This is a courtesy notification to Customer of the pricing for the subscription period set forth above. During the term of the contract, Customer will receive pricing notifications before the start of each annual subscription period. Pricing notifications are provided as a courtesy to Customer and does not require any signature or any other action on Customer's part. Upon expiration of the total contract term, Customer may be asked to enter into a new PowerSchool agreement or another mutually agreed-upon agreement to renew the contract. Customer is responsible for providing PowerSchool with a purchase order if a purchase order is required for Customer's internal purposes. Customer agrees that purchase orders are for its own internal purposes, and no other.

Coversheet

TalkSpace

Section: V. Action Items
Item: E. TalkSpace
Purpose: Vote
Submitted by: Damon Edwards

Related Material:
Making Waves Academy - Talkspace_First Amendment to Platform Ser_1798_3.pdf

BACKGROUND:

Agreement to provide online telehealth services for students who qualify under our new MTSS/PBIS model.

RECOMMENDATION:

Please approve this expenditure of \$60,000.00 in the 2024-25 school year.

FIRST AMENDMENT TO PLATFORM SERVICES AGREEMENT

The Parties desire to amend that certain Platform Services Agreement, dated as of July 5, 2023, by and among Talkspace LLC, a Delaware limited liability company ("Talkspace"), Talkspace Provider Network PA ("TPN"), a Texas professional corporation, and Making Waves Academy ("Making Waves Academy"), a California non-profit corporation ("Agreement") in accordance with the terms set forth below ("Amendment").

RECITALS

WHEREAS, the Parties desire to extend the current term of the Agreement to September 30, 2025; and

WHEREAS, the Parties desire to amend the fees contemplated under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

AGREEMENT

1. **Exhibit A: Compensation** of the Existing Agreement is hereby deleted in its entirety and replaced with the updated, attached **Exhibit A: Compensation**.
2. Section 3.2 ("Renewal") of the Existing Agreement is hereby deleted in its entirety and replaced with the following:

"This Agreement will be in effect, unless earlier terminated, from August 1, 2024, through September 30, 2025 (the "Renewal Term"). After the completion of the Renewal Term, the Agreement may be renewed by the Parties upon mutual written agreement (each an "Additional Renewal Term" and together with the Renewal Term, the "Term"), or unless sooner terminated pursuant to this Section 3. If the Term is renewed for any Additional Renewal Term pursuant to this Section, the terms and conditions of this Agreement during each such Additional Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to the Fee increases described in Section 2.6.1 above. If either Party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term."

3. Effect on Agreement. Except as modified by this Amendment, the Agreement shall remain in full force and effect. All capitalized terms shall have the meanings ascribed to them in the Agreement unless specifically defined herein.
4. Counterparts. This Amendment may be executed in one or more counterparts, whether by facsimile, electronic signature (including portable document format) or similar, each of which shall be deemed original and shall be considered part of the Amendment.



Signature page follows



IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the date of the last signature set forth below.

**Talkspace LLC
Academy**

By: _____

Name: John C. Reilly

Title: Chief Legal Officer and EVP, Government Relations

Date: _____

Making Waves

By: _____

Name: _____

Title: _____

Date: _____

Talkspace Provider Network, PA

By: _____

Name: John C. Reilly

Title: Chief Executive

Date: _____



EXHIBIT A: SERVICES AND COMPENSATION

Pricing:

The Parties agree to an annual flat fee payment plan to be billed monthly for all Making Waves Academy’s Eligible Population as detailed in **Exhibit B: Talkspace Statement of Work**. Talkspace will provide Making Waves Academy its Unlimited Messaging Therapy + 2 Live Video Sessions™ Services at the cost outlined below:

Unlimited Messaging Therapy + 2 Live Video Sessions™	Renewal Term: \$5,250 per month, which is 1/12 of the Talkspace minimum annual fee of \$63,000
Additional Fees	Additional fees may apply to any custom requests beyond the standard Services and only with client approval.

Invoice:

Talkspace will submit invoices by the 15th day of the month for Services provided in the previous month based on the Eligible Population as of the 20th day of that month. Talkspace reserves the right to reconcile and bill retroactively for any uncharged counts.

EFFECTIVE DATE: August 1, 2024



Coversheet

Cisco Smartnet Annual Renewal Agreement

Section: V. Action Items
Item: F. Cisco Smartnet Annual Renewal Agreement
Purpose: Vote
Submitted by:
Related Material: Quote_Making Waves Academy_908.pdf



Quote

Quote Number: 908

Payment Terms:
Expiration Date: 06/23/2024

Quote Prepared For

Damon Edwards
Making Waves Academy
 4123 Lakeside Dr
 Richmond, CA 94806
 United States
 Phone:510-779-1414
dedwards@mwacademy.org

Quote Prepared By

Mong Vang
Linde Group
 2560 Ninth Street, Suite 219
 Berkeley, CA 94710
 United States
 Phone:510-705-8910
mong@lindegrou.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
One-Time Items					
1)	2	Cisco Systems: SNTC-8X5XNBD Cisco Firepower 2140 NGFW Appliance, 1U	\$4,295.00	\$4,295.00	\$8,590.00
2)	50	Cisco Systems: Cisco AnyConnect Plus License, 1YR, 25-99 Users	\$3.60	\$3.60	\$180.00
3)	1	Cisco SMARTnet Software Support Service for Firepower Management Center, (VMWare) for 2 devices- 1YR	\$100.00	\$100.00	\$100.00
4)	2	Cisco Systems: Cisco FPR2140 Threat Defense Threat, Malware and URL 1Y Subs	\$24,960.00	\$24,960.00	\$49,920.00
One-Time Total					\$58,790.00
Subtotal					\$58,790.00
Total Taxes					\$0.00
Total					\$58,790.00

Sales tax calculated for ship-to location: Richmond

Authorizing Signature _____

Date _____

Coversheet

MWA 2024-25 Budget

Section: V. Action Items
Item: G. MWA 2024-25 Budget
Purpose: Vote
Submitted by:
Related Material: Making Waves Academy School 2024-25 Budget-5.31.2024.pdf
Making Waves Academy Central Office 2024-25 Budget-5.31.2024.pdf

CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM

CHARTER SCHOOL CERTIFICATION

Charter School Name: Making Waves Academy
(name continued) _____
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
County: Contra Costa
Charter #: 0868
Fiscal Year: 2024-25

To the entity that approved the charter school:

(X) 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

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

Print Name: Alton B. Nelson, Jr. Title: Chief Executive Officer

To the County Superintendent of Schools:

() 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

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

Print Name: _____ Title: _____

For additional information on the BUDGET, please contact:

For Approving Entity:
Daniela Parasidis
Name
Deputy Superintendent
Title
925-942-3418
Telephone
dparasidis@cccoe.k12.us
E-mail address

For Charter School:
Alton B. Nelson, Jr.
Name
Chief Executive Officer
Title
510-262-1511
Telephone
anelson@mwacademy.org
E-mail address

() 2024-25 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: _____ Date: _____
District Advisor

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Making Waves Academy
 (name continued) _____
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
County: Contra Costa
Charter #: 0868
Budgeting Period: 2024-25

This charter school uses the following basis of accounting:

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

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	7,498,379	8,077,681		8,077,681
Education Protection Account State Aid - Current Year	8012	3,356,165	3,462,646		3,462,646
State Aid - Prior Years	8019		0	0	0
Tax Relief Subventions (for rev. limit funded schools)	8020-8039				0
County and District Taxes (for rev. limit funded schools)	8040-8079				0
Miscellaneous Funds (for rev. limit funded schools)	8080-8089				0
Revenue Limit Transfers (for rev. limit funded schools):					
PERS Reduction Transfer	8092				0
Charter Schools Funding in Lieu of Property Taxes	8096	3,460,726	3,436,228		3,436,228
Other Revenue Limit Transfers	8091, 8097				0
Total, LCFF/Revenue Limit Sources		14,315,270	14,976,555	0	14,976,555
2. Federal Revenues					
No Child Left Behind	8290	362,284		356,954	356,954
Special Education - Federal	8181, 8182	132,038		166,981	166,981
Child Nutrition - Federal	8220	160,000		160,000	160,000
Other Federal Revenues	8110, 8260-8299	503,613		182,989	182,989
Total, Federal Revenues		1,157,935	0	866,924	866,924
3. Other State Revenues					
Charter Categorical Block Grant (8480 N/A per SBX3 - 4)	N/A				0
Special Education - State	StateRevSE	997,622		1,018,050	1,018,050
All Other State Revenues	StateRevAO	2,534,922	271,329	2,730,516	3,001,845
Total, Other State Revenues		3,532,544	271,329	3,748,566	4,019,895
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	8,559,737	9,260,224	311,751	9,571,975
Total, Local Revenues		8,559,737	9,260,224	311,751	9,571,975
5. TOTAL REVENUES					
		27,565,486	24,508,108	4,927,241	29,435,349
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	5,011,616	3,690,387	2,336,078	6,026,465
Certificated Pupil Support Salaries	1200	625,626	799,692		799,692
Certificated Supervisors' and Administrators' Salaries	1300	1,238,011	1,909,327		1,909,327
Other Certificated Salaries	1900	404,283	238,068	44,766	282,834
Total, Certificated Salaries		7,279,536	6,637,474	2,380,844	9,018,318
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100	997,624	406,694	332,310	739,004
Non-certificated Support Salaries	2200	934,944	924,289		924,289
Non-certificated Supervisors' and Administrators' Sal.	2300	621,470	138,397	311,751	450,148
Clerical and Office Salaries	2400	928,366	793,995		793,995
Other Non-certificated Salaries	2900	270,047	272,126		272,126
Total, Non-certificated Salaries		3,752,451	2,535,501	644,061	3,179,562

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

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

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
3. Employee Benefits					
STRS	3101-3102	1,366,437	1,694,489		1,694,489
PERS	3201-3202	0	0		0
OASDI / Medicare / Alternative	3301-3302	423,384	471,468		471,468
Health and Welfare Benefits	3401-3402	1,786,416	2,165,709		2,165,709
Unemployment Insurance	3501-3502	83,470	70,169		70,169
Workers' Compensation Insurance	3601-3602	172,825	182,440		182,440
OPEB, Allocated	3701-3702	0			0
OPEB, Active Employees	3751-3752	0			0
PERS Reduction (for revenue limit funded schools)	3801-3802	0			0
Other Employee Benefits	3901-3902	1,843,579	2,013,738		2,013,738
Total, Employee Benefits		5,676,111	6,598,013	0	6,598,013
4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	233,603	167,135		167,135
Books and Other Reference Materials	4200	2,627	2,900		2,900
Materials and Supplies	4300	368,054	416,158	25,868	442,026
Noncapitalized Equipment	4400	480,905	329,410		329,410
Food	4700	321,771	24,950	310,000	334,950
Total, Books and Supplies		1,406,960	940,553	335,868	1,276,421
5. Services and Other Operating Expenditures					
Subagreements for Services	5100	0			0
Travel and Conferences	5200	174,776	95,012	89,138	184,150
Dues and Memberships	5300	12,206	20,800		20,800
Insurance	5400	484,210	484,212		484,212
Operations and Housekeeping Services	5500	1,338,256	1,258,362		1,258,362
Rentals, Leases, Repairs, and Noncap. Improvements	5600	2,042,076	632,678	1,449,660	2,082,338
Professional/Consulting Services & Operating Expend.	5800	4,848,503	5,018,903	27,670	5,046,573
Communications	5900	213,832	217,600		217,600
Total, Services and Other Operating Expenditures		9,113,859	7,727,567	1,566,468	9,294,035
6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)					
Sites and Improvements of Sites	6100-6170	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0
Books and Media for New School Libraries or Major					
Expansion of School Libraries	6300	0	0	0	0
Equipment	6400	0	0	0	0
Equipment Replacement	6500	0	0	0	0
Depreciation Expense (for full accrual basis only)	6900	18,199	19,000	0	19,000
Total, Capital Outlay		18,199	19,000	0	19,000
7. Other Outgo					
Tuition to Other Schools	7110-7143				0
Transfers of Pass-through Revenues to Other LEAs	7211-7213				0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE				0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO				0
All Other Transfers	7281-7299				0
Debt Service:					
Interest	7438				0
Principal	7439				0
Total, Other Outgo		0	0	0	0
8. TOTAL EXPENDITURES		27,247,116	24,458,108	4,927,241	29,385,349
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		318,370	50,000	0	50,000

**CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM**

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

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979				0
2. Less: Other Uses	7630-7699				0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999				0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)					
		318,370	50,000	0	50,000
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791	8,120,744	8,439,114		8,439,114
b. Adjustments to Beginning Balance	9793, 9795	0	0		0
c. Adjusted Beginning Balance		8,120,744	8,439,114	0	8,439,114
2. Ending Fund Balance, June 30 (E + F.1.c.)		8,439,114	8,489,114	0	8,489,114
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711				0
Stores	9712				0
Prepaid Expenditures	9713				0
All Others	9719				0
b. Restricted	9740			0	0
c. Committed					
Stabilization Arrangements	9750				0
Other Commitments	9760				0
d. Assigned					
Other Assignments	9780				0
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789				0
Unassigned / Unappropriated Amount	9790	8,439,114	8,489,114	0	8,489,114

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

Charter School Name: Making Waves Academy
 (name continued) _____
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
County: Contra Costa
Charter #: 0868
Fiscal Year: 2024-25

This charter school uses the following basis of accounting:

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

Description	Object Code	FY 2024-25			Totals for 2025-26	Totals for 2026-27
		Unrestricted	Restricted	Total		
A. REVENUES						
1. LCFF Sources						
State Aid - Current Year	8011	8,077,681	0	8,077,681	7,885,472	8,275,709
Education Protection Account State Aid - Current Year	8012	3,462,646	0	3,462,646	3,380,252	3,547,534
State Aid - Prior Years	8019	0	0	0		
Tax Relief Subventions (for rev. limit funded schools)	8020-8039	0	0	0		
County and District Taxes (for rev. limit funded schools)	8040-8079	0	0	0		
Miscellaneous Funds (for rev. limit funded schools)	8080-8089	0	0	0		
Revenue Limit Transfers (for rev. limit funded schools):						
PERS Reduction Transfer	8092	0	0	0		
Charter Schools Funding in Lieu of Property Taxes	8096	3,436,228	0	3,436,228	3,354,463	3,520,469
Other Revenue Limit Transfers	8091, 8097	0	0	0		
Total, LCFF/Revenue Limit Sources		14,976,555	0	14,976,555	14,620,187	15,343,712
2. Federal Revenues						
No Child Left Behind	8290	0	356,954	356,954	348,460	365,705
Special Education - Federal	8181, 8182	0	166,981	166,981	163,008	171,075
Child Nutrition - Federal	8220	0	160,000	160,000	156,193	163,922
Other Federal Revenues	8110, 8260-8299	0	182,989	182,989	115,099	120,794
Total, Federal Revenues		0	866,924	866,924	782,760	821,496
3. Other State Revenues						
Charter Categorical Block Grant (8480 N/A thru 2014/15 - SBX3-4)	N/A	0	0	0		
Special Education - State	StateRevSE	0	1,018,050	1,018,050	993,825	1,043,008
All Other State Revenues	StateRevAO	271,329	2,730,516	3,001,845	2,930,416	2,714,554
Total, Other State Revenues		271,329	3,748,566	4,019,895	3,924,241	3,757,562
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	9,260,224	311,751	9,571,975	10,956,763	11,213,557
Total, Local Revenues		9,260,224	311,751	9,571,975	10,956,763	11,213,557
5. TOTAL REVENUES						
		24,508,108	4,927,241	29,435,349	30,283,951	31,136,327
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	3,690,387	2,336,078	6,026,465	6,207,259	6,393,477
Certificated Pupil Support Salaries	1200	799,692	0	799,692	823,683	848,393
Certificated Supervisors' and Administrators' Salaries	1300	1,909,327	0	1,909,327	1,966,607	2,025,605
Other Certificated Salaries	1900	238,068	44,766	282,834	291,319	300,059
Total, Certificated Salaries		6,637,474	2,380,844	9,018,318	9,288,868	9,567,534
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	406,694	332,310	739,004	761,174	784,009
Non-certificated Support Salaries	2200	924,289	0	924,289	952,018	980,578
Non-certificated Supervisors' and Administrators' Sal.	2300	138,397	311,751	450,148	463,652	477,562
Clerical and Office Salaries	2400	793,995	0	793,995	817,815	842,349
Other Non-certificated Salaries	2900	272,126	0	272,126	280,290	288,698
Total, Non-certificated Salaries		2,535,501	644,061	3,179,562	3,274,949	3,373,196

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

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

Description	Object Code	FY 2024-25			Totals for 2025-26	Totals for 2026-27
		Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	1,694,489	0	1,694,489	1,745,323	1,797,683
PERS	3201-3202	0	0	0	0	0
OASDI / Medicare / Alternative	3301-3302	471,468	0	471,468	485,612	500,181
Health and Welfare Benefits	3401-3402	2,165,709	0	2,165,709	2,230,681	2,297,601
Unemployment Insurance	3501-3502	70,169	0	70,169	72,274	74,443
Workers' Compensation Insurance	3601-3602	182,440	0	182,440	187,914	193,551
OPEB, Allocated	3701-3702	0	0	0		
OPEB, Active Employees	3751-3752	0	0	0		
PERS Reduction (for revenue limit funded schools)	3801-3802	0	0	0		
Other Employee Benefits	3901-3902	2,013,738	0	2,013,738	2,074,151	2,136,375
Total, Employee Benefits		6,598,013	0	6,598,013	6,795,955	6,999,834
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	167,135	0	167,135	172,149	177,314
Books and Other Reference Materials	4200	2,900	0	2,900	2,987	3,077
Materials and Supplies	4300	416,158	25,868	442,026	455,287	468,945
Noncapitalized Equipment	4400	329,410	0	329,410	339,292	349,471
Food	4700	24,950	310,000	334,950	344,999	355,348
Total, Books and Supplies		940,553	335,868	1,276,421	1,314,714	1,354,155
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0	0	0	0	0
Travel and Conferences	5200	95,012	89,138	184,150	189,675	195,365
Dues and Memberships	5300	20,800	0	20,800	21,424	22,067
Insurance	5400	484,212	0	484,212	498,738	513,700
Operations and Housekeeping Services	5500	1,258,362	0	1,258,362	1,296,113	1,334,996
Rentals, Leases, Repairs, and Noncap. Improvements	5600	632,678	1,449,660	2,082,338	2,144,808	2,209,152
Professional/Consulting Services and Operating Expend.	5800	5,018,903	27,670	5,046,573	5,165,009	5,265,319
Communications	5900	217,600	0	217,600	224,128	230,852
Total, Services and Other Operating Expenditures		7,727,567	1,566,468	9,294,035	9,539,895	9,771,451
6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)						
Sites and Improvements of Sites	6100-6170	0	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0	0
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0	0	0	0	0
Equipment	6400	0	0	0	0	0
Equipment Replacement	6500	0	0	0	0	0
Depreciation Expense (for full accrual only)	6900	19,000	0	19,000	19,570	20,157
Total, Capital Outlay		19,000	0	19,000	19,570	20,157
7. Other Outgo						
Tuition to Other Schools	7110-7143	0	0	0		
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0	0	0		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0		
All Other Transfers	7281-7299	0	0	0		
Debt Service:						
Interest	7438	0	0	0		
Principal	7439	0	0	0		
Total, Other Outgo		0	0	0	0	0
8. TOTAL EXPENDITURES		24,458,108	4,927,241	29,385,349	30,233,951	31,086,327
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		50,000	0	50,000	50,000	50,000

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

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

Description	Object Code	FY 2024-25			Totals for 2025-26	Totals for 2026-27
		Unrestricted	Restricted	Total		
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0	0	0	0	0
2. Less: Other Uses	7630-7699	0	0	0	0	0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0	0	0	0	0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		50,000	0	50,000	50,000	50,000
F. FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	8,439,114	0	8,439,114	8,489,114	8,539,114
b. Adjustments to Beginning Balance	9793, 9795	0	0	0		
c. Adjusted Beginning Balance		8,439,114	0	8,439,114	8,489,114	8,539,114
2. Ending Fund Balance, June 30 (E + F.1.c.)		8,489,114	0	8,489,114	8,539,114	8,589,114
Components of Ending Fund Balance						
a. Nonspendable						
Revolving Cash	9711	0		0		
Stores	9712	0	0	0		
Prepaid Expenditures	9713	0	0	0		
All Others	9719	0	0	0		
b. Restricted	9740		0	0		
c. Committed						
Stabilization Arrangements	9750	0		0		
Other Commitments	9760	0		0		
d. Assigned						
Other Assignments	9780	0		0		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	0	0	0		
Undesignated / Unappropriated Amount	9790	8,489,114	0	8,489,114	8,539,114	8,589,114

**Making Waves Academy
Budget FY2025**

**MWA Central Office
Original Budget**

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	A	B	C	H	K	L	M
2	Account #	Account Title	FY2024 2nd Interim Budget (A)	FY2025 Original (C)	Variance FY25 Original vs. FY24 2nd Interim (C-A)	% Variance (C) vs. (A)	Notes
3		Income					
40	8981	John Regina Scully (JRS)	2,286,616	2,104,213	(182,403)	-8%	
44	INCO.INC	Central Office (Revenue from Shared Services Allocation)	1,452,400	1,452,400	-	0%	
45		Total Income	3,739,016	3,556,613	(182,403)	-5%	
46							
50							
51		Expenses					
52	1100	Teacher Salaries	-	-	-		
53	1103	Substitute Teacher Salaries	-	-	-		
54	1200	Certificated Pupil Support	-	-	-		
55	1300	Certificated Supervisor & Administrator Salaries	-	-	-		
56	1409	Certificated Special Temporary COLA Bonus	166,000	156,000	(10,000)	-6%	
57	1900	Certificated Other Salaries	-	-	-		
58	2100	Classified Instructional Aide Salaries	-	-	-		
59	2200	Classified Support Staff Salaries	-	-	-		
60	2300	Classified Supervisor & Administrator Salaries	1,784,270	1,624,086	(160,184)	-9%	Savings from eliminated positions: • Director of Compliance, Data, & Assessment • Talent Recruiter
61	2400	Classified Clerical and Office Salaries	152,369	189,680	37,311	24%	Overall variance is due to: • New positions in FY25 Original: -Administrative Analyst • Eliminated position: -Education Pioneers Fellow
62	2900	Classified Other Salaries	-	-	-		
63		Total Salaries	2,102,639	1,969,766	(132,873)	-6%	
64	3101	Certificated STRS	64,543	69,786	5,243	8%	
65	3301	Certificated Social Security/Medicare	132,328	121,392	(10,937)	-8%	
66	3401	Certificated Health & Welfare Benefits	296,786	315,723	18,938	6%	
67	3501	Certificated Unemployment Insurance	10,513	9,849	(664)	-6%	
68	3601	Certificated Workers Comp Insurance	27,334	25,607	(1,727)	-6%	
69	3701	Certificated Retirement Match	63,949	57,936	(6,013)	-9%	
70	3999	Accrued Paid Time Off	49,923	49,923	-	0%	
71		Total Benefits	645,376	650,216	4,839	1%	
72		Total Salaries & Benefits	2,748,015	2,619,982	(128,033)	-5%	
73							

**Making Waves Academy
Budget FY2025**

**MWA Central Office
Original Budget**

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	A	B	C	H	K	L	M
2	Account #	Account Title	FY2024 2nd Interim Budget (A)	FY2025 Original (C)	Variance FY25 Original vs. FY24 2nd Interim (C-A)	% Variance (C) vs. (A)	Notes
74	4100	Approved Textbooks and Core Curricula Materials	-	-	-		
75	4200	Books and Other Reference Materials	1,250	1,550	300	24%	
76	4315	Custodial Supplies	-	-	-		
77	4325	Instructional Materials & Supplies	-	-	-		
78	4330	Office Supplies	4,700	6,200	1,500	32%	
79	4390	Other Food	1,000	1,000	-	0%	
80	4410	Furniture, Equipment & Supplies (non-capitalized)	1,000	1,000	-	0%	
81	4420	Computers and IT Supplies (non-capitalized)	10,200	10,200	-	0%	
82	4710	Student Food Services	-	-	-		
83	4910	Emergency Supplies	-	-	-		
84	4990	Contingency	20,000	20,000	-	0%	
85		Total Supplies	38,150	39,950	1,800	5%	
86	5210	Conference Fees	24,500	26,500	2,000	8%	
87	5215	Travel - Mileage, Parking, Tolls	2,975	3,975	1,000	34%	
88	5220	Travel - Airfare & Lodging	7,250	7,500	250	3%	
89	5225	Travel - Meals & Entertainment	3,500	4,200	700	20%	
90	5305	Professional Dues & Memberships	30,000	30,500	500	2%	
91	5421	General Liability Insurance	-	-	-		
92	5510	Utilities - Gas and Electric	-	-	-		
93	5515	Janitorial, Gardening Services & Supplies	-	-	-		
94	5525	Utilities - Waste	-	-	-		
95	5530	Utilities - Water	-	-	-		
96	5605	Equipment Leases and Rentals	5,000	5,000	-	0%	
97	5610	Occupancy Rent	-	-	-		
98	5612	Additional Facilities Use Fees	-	-	-		
99	5615	Repairs and Maintenance - Building	-	-	-		
100	5617	Repairs and Maintenance - Non-computer Equipment	-	-	-		
101	5618	Repairs & Maintenance - Auto	-	-	-		
102	5803	Accounting Fees	43,390	48,390	5,000	12%	
103	5804	Legal Fees	60,000	60,000	-	0%	
104	5805	External Management and Administrative Fees	-	-	-		
105	5806	County Oversight Fees	-	-	-		
106	5810	Contracted Services	453,182	383,638	(69,544)	-15%	Reduction from Talent Department
107	5810.001	Food Service Administration	-	-	-		
108	5810.002	Student Information & Assessment	66,800	94,700	27,900	42%	

**Making Waves Academy
Budget FY2025**

**MWA Central Office
Original Budget**

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	A	B	C	H	K	L	M
2	Account #	Account Title	FY2024 2nd Interim Budget (A)	FY2025 Original (C)	Variance FY25 Original vs. FY24 2nd Interim (C-A)	% Variance (C) vs. (A)	Notes
109	5810.003	Student Transportation	-	-	-		
110	5810.004	Intervention & Consultation	500	-	(500)	-100%	
111	5810.005	Psychological Services	500	-	(500)	-100%	
112	5810.006	Substitute Teachers	-	-	-		
113	5810.007	Interscholastic - Coaches	-	-	-		
114	5810.008	Information Technology	99,504	79,028	(20,476)	-21%	Reduced to match spending trend
115	5810.009	Outsourced Teaching	-	-	-		
116	5811	College Application Fees	-	-	-		
117	5812	College Entrance Exams	-	-	-		
118	5820	Recruiting - Students	10,000	5,000	(5,000)	-50%	
119	5821	Printing and Reproduction	2,500	2,000	(500)	-20%	
120	5840	Study Trip - Entrance, Admission, & Ticket Fees (not staff conference)	-	-	-		
121	5850	Staff Recruitment	52,000	51,000	(1,000)	-2%	
122	5851	Continuing Education Support	5,000	5,000	-	0%	
123	5853	Payroll Processing Fees	62,500	66,000	3,500	6%	
124	5897	Special Ed Encroachment WCCUSD	-	-	-		
125	5898	Use Tax	-	-	-		
126	5905	Company Cell Phones	7,500	7,500	-	0%	
127	5910	Internet and Wifi	-	-	-		
128	5915	Postage and Delivery	4,250	4,750	500	12%	
129	5920	Landlines and Office Based Phones	-	-	-		
130	5992	Bank fees	12,000	12,000	-	0%	
131	6900	Depreciation and Amortization	-	-	-		
132	INCO.EXP	5895 Central Office (Shared Services Allocation)	-	-	-		
133		Total Contract Services	952,851	896,681	(56,170)	-6%	
134							
135		Total Salaries & Benefits	2,748,015	2,619,982	(128,033)	-5%	
136		Total Supplies	38,150	39,950	1,800	5%	
137		Total Contract Services	952,851	896,681	(56,170)	-6%	
138		Total Expenses	3,739,016	3,556,613	(182,403)	-5%	
139							
140		Net Income	0	0			

Coversheet

Pacheco's Cleaning Service

Section: V. Action Items
Item: H. Pacheco's Cleaning Service
Purpose: Vote
Submitted by: Katharine Mason
Related Material: MWA-Pachecho 24-25.pdf

BACKGROUND:

MWA initiated an RFP process in spring 2024 for Custodial Services and received three submissions. Pacheco's Cleaning Service, our current contractor for custodial services, scored highest and is recommended to be awarded the contract for the 2024-2025 fiscal year. Additionally, MWA conducted a comparative analysis of continuing to contract out vs. hiring staff to perform the work. The analysis found that it is more cost-effective to continue to contract this work out. Additionally, there are other non-financial costs associated with hiring more staff including recruitment resources, HR resources, and other insurance costs.

RECOMMENDATION:

We recommend the board approves the 2024-2025 contract for Pacheco Cleaning Services.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into on July 1, 2024 by and between Pacheco's Cleaning Service ("Contractor") and **Making Waves Academy** (hereinafter "MWA") (collectively, the "Parties").

1. Contractor's Services

- a. Contractor agrees to perform the services ("Services") as described in **Exhibit A** attached to this Agreement, as it may be amended in writing from time to time by the Parties, provided that any amendment is signed by Contractor and a duly authorized representative of MWA.
- b. In the event that the MWA school facility is closed due to a public health order, Contractor agrees that the Services will be modified to require only two (2) days per week of services as set forth on **Exhibit B**.
- c. Contractor may, at Contractor's own expense, use employees or other subcontractors to perform the Services under this agreement.
- d. Consistent with this requirement, Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit, except to the extent doing so causes Contractor to breach Contractor's obligations under this Agreement or creates a conflict of interest.

2. Compensation

Contractor shall be paid the amount set forth in **Exhibit A** and invoice MWA on a monthly basis for all hours worked under this Agreement during the preceding month. In the event that Contractor's services are modified as provided in Paragraph 1.b, the compensation due Contractor shall be equitably adjusted. MWA shall pay all invoices within thirty (30) days after their receipt.

3. Expenses

MWA agrees to reimburse the Contractor for all expenses reasonably incurred in the performance of the Services upon production of supporting receipts and documentation within thirty (30) days of each invoice.

4. Term of Agreement

- a. This Agreement governs cleaning services for the 2024-25 school year. This Agreement will become effective on July 1, 2024.
- b. Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party in accordance with the notice provisions set forth below.
- c. This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) revocation or nonrenewal of the MWA charter.
- d. Upon termination of this Agreement, Contractor shall be entitled to payment for Services completed prior to the termination date and reimbursement for expenses incurred prior to the termination date. Thereafter, MWA shall owe Contractor no further amounts or obligations.

5. Default

If either party defaults in the performance of this Agreement or materially breaches any of its

provisions, the non breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall be effective immediately on receipt of the written notification by the breaching party, or five days after mailing the notice to the address set forth in the notice provisions below, whichever occurs first. For purposes of this section, material breach of this Agreement shall include, but not be limited to, the following: MWA's failure to pay for Contractor's Services as agreed within thirty (30) days after receipt of Contractor's written demand for payment in accordance with the notice provisions set forth below.

6. Relationship of the Parties

- a. Contractor enters into this agreement as, and shall continue to be, an independent contractor. In no circumstances shall Contractor look to MWA as Contractor's employer, partner, agent, or principal. Contractor has the right to perform services for others during the term of this Agreement. Neither Contractor nor any employee of Contractor (which for purposes of this Paragraph shall be included in the term "Contractor") shall be entitled to any benefits accorded to MWA's employees, including workers' compensation, disability insurance, retirement plans, or vacation or sick pay. Contractor's exclusion from benefit programs maintained by MWA is a material component of the terms of compensation negotiated by the Parties, and is not premised on Contractor's status as a non-employee with respect to MWA. To the extent that the Contractor may become eligible for any benefit programs maintained by MWA (regardless of the timing of or reason for eligibility), Contractor hereby waives Contractor's right to participate in the programs. Contractor's waiver is not conditioned on any representation or assumption concerning Contractor's status under the common law test. Contractor also agrees that, consistent with Contractor's independent contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits. Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name, disability insurance and workers' compensation as required by the State of California, as well as licenses and permits usual or necessary for performing the Services. Contractor agrees to provide MWA with a W-9 upon request.
- b. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including income taxes, FICA (Social Security and Medicare taxes) and payroll taxes, and shall provide MWA with proof of payment on demand. Contractor indemnifies MWA for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by MWA arising from Contractor's breach of the provisions of this Paragraph.
- c. Contractor and MWA shall provide to each other upon request any information reasonably necessary to determine their obligations under this Agreement, to fulfill the purposes of the Services, or to maintain accurate records.

7. Place of Work

Contractor understands that the Services must comply with state and federal law, must satisfy applicable health and safety standards, and must conform to rules and standards maintained by MWA for each facility.

8. Insurance

- a. Without in anyway limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor shall procure and maintain during the full term of this Agreement

the following insurance amounts and coverage:

- i. Coverage and Limits
- ii. Limits - The Contractor shall maintain limits no less than the following:
 1. Commercial General Liability – which shall be written on an occurrence based for, with limits not less than One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and not less than \$2,000,000 Products-Completed Operations, and \$2,000,000 annual aggregate.
 2. Automobile Liability - \$300,000 combined single limit for bodily injury and property damage each accident.
 3. Workers’ Compensation as required by law. Employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease. The Workers’ Compensation shall be endorsed with a waiver of subrogation in favor of MWA.
 4. Sexual Abuse & Molestation (AKA Childhood Sexual Assault) Liability – One million dollars (\$1,000,000)per occurrence or claim, \$2,000,000 in the aggregate.
- b. Commercial General Liability, Sexual Abuse & Molestation, and Business Automobile Liability policies must provide the following:
 - i. Name as Additional Insured MWA and its Board, officers, authorizer(s), authorized volunteers, agents, and employees.
 - ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of Contractor, its employees, agents’ activities and/or performance under this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought, except with respect to the policies’ limits.
- c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by MWA.
- d. All policies required to be maintained by Contractor shall not be canceled, voided, or non-renewed without thirty (30) days advance written notice to the MWA.
- e. Before commencing any operations under this Agreement, Contractor must provide MWA with the certificates of insurance (Accord Form 25 equivalent) signed by the insurer’s representative, and additional insured policy endorsements in form (CG 20 10(ongoing operations) and CG 20 37(completed operations) or their equivalent) and shall furnish complete copies of policies promptly upon MWA's request.
- f. Contractor also understands and agrees that MWA may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
- g. Approval of the insurance by MWA shall not relieve or decrease the liability of Contractor hereunder.
- h. Contractor’s insurance shall cover subcontractors performing services for, or on behalf of, Contractor or Contractor shall require such subcontractors to comply with the insurance requirements set forth in this agreement.
- i. If any coverage (other than Commercial General Liability which must be written on an occurrence form) is maintained on a claims-made basis, the following shall apply:
 - i. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three (3) years after completion of the contract services.

9. Contractor Obligations

- a. By his/her signature on this Agreement, Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement.
- b. Before starting Services, Contractor agrees to complete the Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance and Credential Verification (**Exhibit C**).
- c. Contractor acknowledges and agrees that the Services must meet heightened standards for sanitation and disinfecting of surfaces due to the coronavirus disease (COVID-19) pandemic. In the event that the Services on **Exhibit A** must be modified to meet those standards, the parties agree to meet and confer in good faith to make such modifications as needed to ensure that MWA satisfies all applicable public health and safety orders and requirements.

10. Contractor's Representations and Indemnities

- a. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, in compliance with all applicable laws, regulations, standards and orders, without the advice, control, or supervision of MWA. Failure to do so shall constitute a material breach of this Agreement. Contractor shall be solely responsible for the professional performance of the Services, including but not limited to training regarding the proper use of cleaning and disinfecting products, and shall receive no training, assistance, direction, or control from MWA. Contractor shall have sole discretion and control of Contractor's Services and the manner in which they are to be performed. Contractor or Contractor's employees or subcontractors shall perform the services required by this Agreement; MWA shall not hire, supervise or pay any assistants to help Contractor.
- b. Contractor shall and does hereby indemnify, defend, and hold harmless MWA, and MWA's officers, directors, authorizer, employees students and insurers from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that MWA may incur or suffer that result from, or are related to, the Services of Contractor under this Agreement except when the same shall arise due to the willful misconduct or gross negligence of MWA and MWA is adjudged to be liable for willful misconduct or gross negligence by a court of competent jurisdiction.

11. Limited Liability

Neither party to this agreement shall be liable for the others lost profits, or special, incidental or consequential damages, whether in an action in contract or tort, even if the party has been advised by the other party of the possibility of such damages.

12. Proprietary Information

- a. "Proprietary Information" means all information pertaining in any manner to the business of MWA, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was part of Contractor's general knowledge prior to Contractor's relationship with MWA; or (iii) the information is disclosed to Contractor without restriction by a third party who rightfully possesses the information and did not learn of it from the MWA. This definition includes, but is not limited to, information on MWA's employees, agents, or divisions. The written, printed, graphic, or electronically recorded materials furnished by MWA for use by Contractor are Proprietary Information and property of MWA.
- b. Contractor shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information, confidential information, or know-how belonging to MWA, whether or not it is in written or permanent form, except to the extent necessary to perform the Services. On

termination of Contractor's services to MWA, or at the request of MWA before termination, Contractor shall deliver to MWA all material in Contractor's possession, custody or control relating to MWA's business including Proprietary Information. The obligations on Proprietary Information extend to information belonging to customers and suppliers of MWA about whom Contractor may have gained knowledge as a result of performing the Services.

- c. Nothing in this Paragraph 12 is intended to limit any remedy of the MWA under the California Uniform Trade Secrets Act (California Civil Code Section 3426), or otherwise available under the law.

13. Dispute Resolution

The parties shall negotiate in good faith in an attempt to resolve all disputes between Contractor, including any employees of Contractor, and MWA relating in any way to this Agreement or the Services to be performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment, and any violation of federal or state law) ("Arbitrable Claims"). Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If the mediation is unsuccessful, the dispute shall be resolved by binding arbitration before a neutral arbitrator. The arbitrator shall be selected and the arbitration hearing conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association and shall take place in Richmond, California, unless otherwise agreed by the Parties. Arbitration shall be final and binding upon the Parties and shall be the exclusive remedy for all claims covered by this arbitration provision. Either party may bring an action in court to compel arbitration under this Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgment based on the arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit, or administrative action, in any way related to any Arbitrable Claim. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section on Arbitration, except if any court finds that the Federal Arbitration Act does not apply, the California Arbitration Act shall govern the interpretation and enforcement of this Section. If any court or arbitrator finds that any term makes this Arbitration Section unenforceable for any reason, the court or arbitrator shall have the power to modify such term (or if necessary delete such term) to the minimum extent necessary to make this Arbitration Section enforceable to the fullest extent permitted by law.

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION TO ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

14. Miscellaneous Provisions

- a. Entire Agreement. The terms of this Agreement are intended by the Parties to be the final expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, except as expressly set forth in this Agreement. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.
- b. Amendments: Waivers. This Agreement shall not be varied, altered, modified, changed or in any way amended except by an instrument in writing executed by Contractor and a duly authorized representative of MWA.

- c. Severability: Enforcement. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by an arbitrator of a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.
- d. Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of California, without giving effect to its law regarding the conflict of laws.
- e. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit and not against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of this Agreement.

15. Acknowledgement

The Parties acknowledge that (i) they have each had the opportunity to consult with independent counsel of their own choice concerning this Agreement and have done so to the extent they deem necessary, and (ii) they each have read and understand the Agreement, are fully aware of its legal effect, and have entered into it voluntarily and freely based on their own judgment and not on any promises of representations other than those contained in the Agreement.

16. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated on this Agreement;
- (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or
- (c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Contractor:

Pacheco's Cleaning
2025 Dover Ave.
San Pablo, CA 94806
danilo.pilar@sbcglobal.net
(510) 439-7023

If to MWA:

Making Waves Academy Attn: CFO
4123 Lakeside Drive
Richmond, CA 94806
wwai@mwavecademy.org
(510) 779-1405

MAKING WAVES ACADEMY

By _____

Alton B. Nelson, Chief Executive Officer

510.262.1511

510.262.1518 fax

CONTRACTOR

By _____

Pacheco's Cleaning Service

2025 Dover Ave.

San Pablo, CA 94806

Exhibit A: Scope of Work

1. Project for which the Services are being performed:
 - a. Custodial Services – to be performed according to an established schedule
 - b. Custodial Services – to be performed as requested
 - i. Hourly rate for:
 1. Non-contracted cleaning projects
 2. Special events

2. **Services to be performed by frequency**
 - a. Services to be performed by Vendor **five (5) times per week**
 - i. **Office Areas**
 1. Empty waste/recycle bins in office areas
 2. Vacuum all office areas including the hallways
 3. Reception Area - Clean entrance doors
 4. Dust, wipe and disinfect all touched surfaces, furniture and tables
 - ii. **Servery Area and Student Commons**
 1. Empty waste/recycle bins
 2. Mop and sanitize all servery, including kitchen areas
 3. Windows
 4. Sanitize door handles and railings
 - iii. **Staff Lounge**
 1. Empty waste/recycle bins in area
 2. Wipe and disinfect all touched surfaces, furniture, appliances and tables
 3. Not responsible for dirty dishes in the sink due to breakage
 - iv. **Blackbox, Theater and Gyms**
 1. Mop and sanitize all areas
 2. Dust mop gym floor
 3. Wet mop gym floor
 4. Clean bleachers
 - v. **Classrooms (Including Open Learning Spaces and Makerspace)**
 1. Dust and disinfect the touched surfaces, furniture and desks
 2. Empty waste/recycle bins
 3. Mop and sanitize all classroom areas
 - vi. **Restrooms**
 1. Mop and sanitize all restrooms
 2. Responsible for stocking the paper towels, toilet paper and hand soap
 3. Responsible for replenishing the paper towel dispenser
 - vii. **Libraries**
 1. Dust and disinfect the touched surfaces, furniture, bookshelves, and tables
 2. Empty waste/recycle bins
 3. Vacuum all areas
 - b. Services to be performed by Vendor **once per month**

- i. Empty and clean refrigerators in all staff lounges
- ii. Clean building windows
- iii. Deep clean trash cans in MS and US Commons

c. Services to be performed by Vendor **twice a year**

- i. Summer: Deep clean floors, clean windows, deep clean the restrooms, clean carpets, deep clean serverly floors, dust all light fixtures and cabinets.
- ii. Winter: Deep clean the restrooms, perform required cleaning touch ups, clean serverly floors.

3. **Janitorial Supplies**

CONTRACTOR will keep inventories of all janitorial supplies and will inform MWA for replenishments. MWA is responsible for purchasing the required and necessary janitorial supplies.

4. **Equipment Supplies and Maintenance**

MWA will be responsible for providing and maintaining the necessary and required cleaning equipment.

5. **Delivery Schedule for Performing Services ("Delivery Schedule")**

- a. Contractor agrees to provide cleaning services five (5) days per week unless otherwise specified
- b. Cleaning Services to be provided between the hours of 5:00 p.m. to 10:00 p.m.

6. **Cleaning Fees**

- a. Rate per month: \$53,500
- b. Rate per hour for MWA approved, non-contracted work and power washing: \$28.00
- c. Additional duties as requested, not included in **Exhibit A**, will be performed only after both the Contractor and MWA agree with the timing of the duties.

EXHIBIT A Continued

MAKING WAVES ACADEMY SERVICES/ACTIVITIES TO BE PERFORMED AND FREQUENCY

OFFICE

SERVERY

STUDENT COMMONS

CLASSROOM (MAKER SPACE AND OPEN LEARNING SPACE)

RESTROOM

LAB

HALLWAYS

ELEVATOR

CONFERENCE

GYMS (**Upper School Gym to be included after opening**)

LIBRARY

STAFF LOUNGE

BLACKBOX AND THEATER

DEEP CLEANING- SUMMER & WINTER

Exhibit A Continued

OFFICE Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Bookcase	Dust		X		
Carpet	Vacuum		X		
Chair	Dust		X		
Desk surface	Damp Clean		X		
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Cabinets	Dust		X		
Recycle Bin	Empty		X		
Tables	Damp Clean		X		
Waste Bin	Empty	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

SERVERY

Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Dispenser, Paper Towel	Refill				X
Dispenser, Soap	Refill				X
Floor	Damp Mop	X			
Recycle Bin	Empty	X			
Sink	Disinfect	X			
Waste Bin	Empty	X			

NOTE: Dispensers are refilled as needed

INITIALS:

MWA _____

Contractor _____

Exhibit A Continued

CLASSROOM (MAKER SPACE & OPEN LEARNING SPACE)

Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
White Board and Eraser	Clean		X		
Sink	Unclutter	X			
Student Desk	Align	X			
Trash on Floor	Pick Up	X			
Bookcase	Dust	X			
Counter Top	Disinfect	X			
Desks	Damp Clean	X			
Desk, Student	Damp Clean	X			
Touched Surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Waste Bin	Empty	X			

INITIALS:

MWA_____

Contractor

Exhibit A
Continued

Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Dispenser, Paper Towel	Refill				X
Dispenser, San. Napkins	Empty	X			
Dispenser, Soap	Refill				X
Dispenser, Toilet Paper	Refill				X
Touched surfaces	Disinfect	X			
Door lock	Secure				X
Door, Both Sides	Damp Clean		X		
Drain, Floor	Clean	X			
Floor	Damp Mop	X			
Mirrors	Damp Clean	X			
Sinks	Clean/Disinfect	X			
Toilets	Clean/Disinfect	X			
Waste Bin - large	Empty	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A Continued

LAB Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Sink	Unclutter	X			
Student Desk	Align	X			
Trash on Floor	Pick Up	X			
Window	Secure	X			
Bookcase	Dust		X		
Countertop	Disinfect	X			
Desks	Damp Clean	X			
Desk, Student	Damp Clean	X			
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Horizontal Surface	Dust	X			
Waste Bin	Empty	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A Continued

HALLWAY

Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Floor	Damp Mop	X			
Floor	Dust Mop	X			

INITIALS:

MWA _____ Contractor

Exhibit A Continued

Frequency

Elevator

Item	Task	Daily	Weekly	Monthly	As Needed
Floor	Dust Mop	X			
Floor	Damp mop	X			
Walls	Damp clean	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A Continued

CONFERENCE

Frequency

Item	Task	Daily	Weekly	Monthly	As Needed
Carpet	Vacuum	X			
Chair	Dust	X			
Touched Surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
White Board & Eraser	Wash		X		

INITIALS:

MWA _____

Contractor _____

Exhibit A Continued

GYM Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Sink	Unclutter	X			
Trash on Floor	Pick Up	X			
Counter Top	Disinfect	X			
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Floor	Wet Mop		X		
Waste Bin	Empty	X			
Bleachers	Dust Mop		X		X
Bleacher	Clean Seats		X		X

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

Library Item	Task	Frequency		Monthly	As Needed
		Daily	Weekly		
Trash on Floor	Pick Up	X			
Bookcase	Dust		X		
Countertop	Disinfect	X			
Desks	Damp Clean	X			
Desk, Student	Damp Clean	X			
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Vacuum	X			
Waste Bin	Empty	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

STAFF LOUNGE

Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Sink	Clean	X			
Chair	Dust	X			
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Recycle Bin	Empty	X			
Tables	Damp Clean	X			
Waste Bin	Empty	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A Continued

Blackbox and Theater

Frequency

Item	Task	Daily	Weekly	Monthly	As Needed
Trash on Floor	Pick Up	X			
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Waste Bin	Empty	X			
Bleachers/Seats	Dust Mop		X		X
Bleachers/Seats	Spot Clean Seats		X		X

INITIALS:

MWA _____

Contractor _____

Exhibit A Continued

DEEP CLEANING: Deep Cleaning activities take place during two academic breaks unless otherwise noted: December (Winter Break) and July (Summer Break)

Item	Task
Lights:	Dust
Cabinets:	Dust and damp clean inside and top of cabinets
Floors:	Wash
Windows:	Wash interior and exterior of buildings
Vents:	Dust/vacuum air ducts
Lockers:	Dust and damp clean locker tops
Blinds:	Dust/vacuum blinds
Walls:	Damp clean walls
Doors:	Damp Clean doors during breaks
Borders (floor trim):	Damp clean borders
Restrooms:	Wash restroom stalls and walls
Classroom recycle bin	Wash
Classroom Trash bin	Wash
Hallway trash bins	Wash
Exterior large garbage cans	Wash
Storage & Electrical Closets:	Dust, sweep, remove cobwebs
Carpets in library, offices, classrooms	Wash once a year or during winter break as needed
Soft furniture	Spot clean

INITIALS:

MWA _____

Contractor _____

Exhibit B

Modified Services

In the event that MWA is closed during the regular school year due to a public health order adopted in response to a surge in COVID-19, Contractor agrees to the following modified services:

-Come in twice per week

Monday and Wednesday

Clean US building 1, US building 4, MS building 1 and MS Gym

hours: 4pm-8pm

Disinfecting

Restrooms

Front office

Server

Floors

Take out trash

- Pick up outside trash

Pick up trash from walkways

Pick up trash from plants and bushes

Empty out all trash throughout the campus

- On call services

We are available Monday through Friday

Monthly rate of \$12,300

Exhibit C

Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

This form is to be completed with respect to the Agreement between Making Waves Academy (“MWA”) and Pacheco’s Cleaning Service (“Independent Contractor”).

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

- A. The Independent Contractor hereby certifies to NAME that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with NAME students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.

- B. The Independent Contractor hereby certifies to NAME that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.

- C. The Independent Contractor hereby certifies to NAME that it has required and verified that all of the Independent Contractor’s employees whose assignment at NAME requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(l).

List below, or attach, the name and other information for each vendor employee for whom the Independent Contractor has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.

Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
<i>John Example</i>	<i>07/23/2014</i>	<i>07/23/2018</i>	<i>MSTC 07/01/2018</i>

WAIVER JUSTIFICATION:

D. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

The Independent Contractor and its employees will have NO CONTACT with pupils. (No school-site Services will be provided.)

The Independent Contractor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

1) Installation of a physical barrier at the worksite to limit contact with students.

2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

3) Surveillance of employees of the Independent Contractor by school personnel

The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide MWA with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Authorized Vendor Signature

Printed Name

Title

Date

Coversheet

Seneca

Section: V. Action Items
Item: I. Seneca
Purpose: Vote
Submitted by: Tameka Jackson
Related Material: MWA 24-25 NPA MC.pdf

BACKGROUND:

Master Contract renewal with Catalyst Seneca nonpublic school and individual student agreements for MWA students placed at NPS. Approval to add 1.5 on-site, part-time educationally related mental health services (ERMHS) provider for students with IEPs or students with ERMHS complaint services.

RECOMMENDATION:

Approve the master contract renewal.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2024-2025

_____ Nonpublic School

 x Nonpublic Agency

Type of Contract:

 x Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

_____ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Seneca Family of Agencies

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2024, between _____, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and Seneca Family of Agencies (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 Service 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 the development of the ISA and invoices.

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, 2024 to June 30, 2025 (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, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed 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; 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, including verification of behavior training consistent with 56366.1; 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, if applicable; 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.

Data Sharing

Purpose - In our work with students and families, Seneca family of agencies uses a number of data platforms to track the provision of school-wide and student services, service-related goals, and goal progress. The overall goal of our data-informed practices is to determine the effectiveness of the academic, behavioral, and clinical services provided by Seneca and to receive ongoing data-based feedback throughout the year on the student's individual and group plans. The data tracked will be used to support service decisions aimed at improving students' academic achievement and engagement, decreasing problem behavior and discipline issues, and improving social-emotional wellness, school climate, and parent engagement.

Scope and Data Elements - Seneca will access and import following data sets for all enrolled students into the appropriate databases for service and progress tracking purposes: School Name, School ID, Student ID (SSID), State Student ID, Last Name, First Name, Middle Name, Date of Birth, Gender, Grade, Teacher, Race/Ethnicity, ELL status, Home Language, and Special Education Status.

Transfer of Data - The School/District and Seneca shall use a secure, mutually agreed upon means and schedule for transferring confidential information.

Contractor Responsibilities

1. Seneca acknowledges that these data are confidential data and proprietary to the school/district, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
1. Seneca will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use agreement.
1. Seneca shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization from the school/district.
1. Seneca shall keep all information furnished by the school/district in space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means.

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 an 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-principal, 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.

Our work as partners represents our shared commitment to improving educational opportunity for those who have traditionally been excluded. We recognize that our staff are our greatest asset in our ability to make a substantial contribution to the students, families, schools and communities we serve. To deliver the highest quality services to our school/district partners, we make a substantial upfront and ongoing investment to building the knowledge, skills, and professional practice of each of our staff. We have developed pipeline programs to identify, recruit and train talented individuals into areas facing critical staffing shortages across the state and operate our Institute for Advanced Practice to provide ongoing training on best practice in the fields of special education and mental health. We believe that this commitment to quality is, in part, what has drawn you to choose us as partners in this work.

To ensure our ongoing capacity to provide high quality services to our school/district partners, we rely on the retention of the staff in whom we have invested. As such, during the term of this Agreement and for one year following the termination of this Agreement, we ask that school/district partners not hire, nor solicit for hire, either directly or indirectly, any of Seneca's employees or contractors who have rendered services to the school on behalf of this Agreement. As your partners, Seneca will not solicit any staff member who is a collaborator under this agreement. On rare occasions it may be that Seneca and the District will agree to transfer the employment of a particular staff to the other entity. In this type of situation, the transfer will occur as an exception, and only through the development of a written agreement.

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 44 Clearance Requirements and Section 45 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.

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 an 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, Juneteenth, 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 its 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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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 (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. 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. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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. 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 parent/guardian withdrawal of student 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, when applicable. 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. When requested, 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 emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

~~All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.~~ Seneca supports robust communication between families, districts, and our school team through regular notification around student progress and needs. We believe that students are best supported when all parties can work together. As such, Seneca will provide the LEA with updates related to the following concerns when they are reported to parents:

- Concerns about attendance
- Concerns about a student being in danger of failing a class
- Concerns about student incidents where a BER is required
- Concerns about transportation safety
- Concerns about the appropriateness of placement

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 and any other applicable laws and/or regulations, including LEA guidelines or 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, 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 CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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, in-person or virtually, 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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)).

In accordance with California Education Code section 56366.1(a)(5), 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 maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR’s classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

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 49422 *et seq.* 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 storing medications in a secure location and 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 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change 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 (10th) 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 (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs 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 set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Seneca Family of Agencies

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Karissa Lockhart, Contract Analyst

Name and Title
 Seneca Family of Agencies

Name and Title

Nonpublic School/Agency/Related Service Provider

LEA

8945 Golf Links Road

Address
 Oakland, CA 94605

Address

City State Zip
 510-248-9910 510-317-1443

City State Zip

Phone Fax
 contracts@senecacenter.org

Phone Fax

Email

Email

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

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Seneca Family of Agencies

The CONTRACTOR CDS NUMBER: See attached CDE Certifications

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: See attached CDE Certifications

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>	_____	_____

See attached rate sheet and budget

<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>		

See attached rate sheet and budget

2024 - 2025 NPA SPECIAL EDUCATION AND RELATED FEES

Seneca Family of Agencies

2/21/2024

NPA Name

Date

State the fees charged for each related service identified on the NPA01 worksheet.

Services and Related Services	Service Abbreviation	Fees	Time Allotment (i.e. per hour, day, or month?)
		Individual	
Adapted Physical Education	APE		
Assistive Technology Services	ATS		
Audiological Services	AS		
Behavior Intervention – Design or Planning	BID	\$180.00	Hour
Behavior Intervention - Implementation	BII	\$115.00	Hour
Counseling and Guidance Services	CG	\$180.00	Hour
Early Education Programs for Children with Disabilities	EE		
Health and Nursing Services	HNS		
Language and Speech Development and Remediation	LSDR	\$200.00	Hour
Music Therapy	MT		
Occupational Therapy Services	OT	\$200.00	Hour
Orientation and Mobility Instruction	OM		
Parent Counseling and Training	PCT	\$180.00	Hour
Physical Therapy Services	PT		
Psychological Services Other Than Assessment and IEP Development	PS	\$215.00	Hour
Recreation Services	RS		
Social Worker Services	SW	\$180.00	Hour
Specialized Driver Training Instruction	SDTI		
Specialized Services for Low Incidence <i>(Identify Service)</i>	LI		
Transcriber Services	TS		
Vision Services	VS		
Other <i>(Identify Licensed/Credentialed Service*)</i> :	OTH		

Making Waves Academy Unconditional Education Partnership 2024-2025 NPA Services - Seneca Family of Agencies					
PROGRAM EXPENSES			A		
	Annual Rate	Special Education		TOTAL	
		FTE	Expense	Total FTE's	Total Expense
Program Positions					
Clinical Intervention Specialist 7/1/24-6/30/25	\$180,000	1.50	\$ 270,000	1.50	\$ 270,000
Comprehensive Total		1.50	\$ 270,000	1.50	\$ 270,000



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

Date: December 15, 2023
 NPA ID: 9900274
 Nonpublic Agency: Seneca Family of Agencies
 Site Administrator: Robin Detterman
 Mailing Address: 2275 Arlington Drive
 City: San Leandro CA 94578

NPA AUTHORIZED TO PROVIDE SERVICES AT NPA SITE Yes No **Grades: K to 12**
Ages: 4 to 22
 Site Address: **Student Gender: All**
 City: CA

2024 CERTIFICATION STATUS:

APPROVED

Maximum Capacity: 76+

EFFECTIVE DATES:

January 01, 2024 *through* December 31, 2024

Amended

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

Authorized to Provide the Following Related Service

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

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

Nonpublic Agencies Unit, Special Education Division

Coversheet

Cross Country Education

Section: V. Action Items
Item: J. Cross Country Education
Purpose: Vote
Submitted by: Tameka Jackson
Related Material: Making Waves 24-25 Agreement (1).pdf
Cross Country Education SELPA-2024-2025-Master-Contract (3).pdf

BACKGROUND:

Cross Country Education partners with MWA for adaptive PE

RECOMMENDATION:

Approve the contract with Cross Country for adaptive PE.



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

This Staffing Agreement (this "Agreement") is entered into on **May 9th, 2024** ("Effective Date") by **New Mediscan II, LLC dba Cross Country Education on behalf of itself and its affiliates (collectively "Agency")** and **Making Waves Academy** ("Client"). Agency and Client may be referred herein individually as a "Party" or collectively as the "Parties".

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

2. APPROVED VENDOR SUBCONTRACTORS. Agency may utilize subcontractors ("Approved Vendors") on an as needed basis by utilizing Approved Vendor's healthcare professionals ("Approved Vendor Personnel"). Prior to any Approved Vendor providing Services hereunder, Agency shall contractually require that every Approved Vendor performing duties pursuant to this Agreement meet all requirements and all applicable qualifications outlined herein, including all obligations, insurance, indemnification, representations, and warranties that apply to Agency and Agency employees under this Agreement and any Exhibits included herein. It is understood between the parties that Agency shall not insure or indemnify the Approved Vendor or Approved Vendor Personnel but that Client shall proceed directly against the Approved Vendor as Client shall be named a third party beneficiary for such purposes in the subcontracting agreement between Agency and Approved Vendor. **Assignments** filled through the use of Approved Vendors will be coordinated and arranged by Agency. Each Approved Vendor providing services under this Agreement shall be liable for their own respective acts or omissions. Agency shall not be liable for the acts or omissions of Approved Vendors or their respective employees.

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

4. COMPLIANCE WITH LAWS; GENERAL TERMS; STANDARD OF PERFORMANCE. Agency shall comply with all federal laws, regulations and procedures regarding legal status to work and reside in the U.S., including completion of required Immigration and Naturalization forms upon hire. Agency is an Equal Opportunity Employers. Agency and Client will not discriminate in the placement of Personnel on the basis of race, creed, color, national origin, sex, age, disability, citizenship or veteran status. The Parties agree to perform the obligations under this Agreement pursuant to applicable federal, state, and local laws, including but not limited to, meal period and rest break laws. Specifically, Client shall have, and be responsible for, daily supervision over Personnel including, without limitation, providing (a) a safe, harassment free, abusive conduct free and discrimination free workplace, (b) all necessary and appropriate equipment for the work to be performed by the Personnel in the workplace environment, (c) all necessary and appropriate safety and operational training of Personnel on such equipment and concerning such environment, and (d) full compliance with all

applicable federal and state wage and hour laws; safety laws and other regulatory laws. Client shall reimburse Agency for any costs, including penalties, incurred by Agency should Client fail to comply with this requirement. Each Party will indemnify the other, its affiliates, directors, officers, trustees, employees, agents and representatives for the indemnifying Party's failure to abide by such applicable federal, state, or local laws.

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

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

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

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

9. SCHOOL PROPERTY. Any items provided by Client to CCE Personnel is the responsibility of the Client. CCE will not reimburse Client for any items not returned by the CCE Personnel to the Client.

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

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

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

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

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

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

business hours the number to call is 800-695-7810. During after-hours and weekends the number to call for travel personnel is 800-347-2264 and the respective branch number for per diem. Agency's Workers' Compensation Team will direct Personnel regarding treatment and the filing of a Workers' Compensation claim.

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

If to Agency:		If to Client:	
Cross Country Healthcare, Inc. 6551 Park of Commerce Blvd. NW Boca Raton, FL 33487		Making Waves Academy 4123 Lakeside Drive Richmond, CA 94806	
ATTENTION:	Contract Administration	ATTENTION :	Vi Cung
PHONE	800.873.9182	PHONE	510-779-1404
		FAX	

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

If to Client:	
ATTENTION:	
PHONE	
FAX	

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

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

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

20. ENTIRE AGREEMENT; MODIFICATIONS; WAIVERS; SURVIVAL. This Agreement constitutes the entire agreement between the Parties with respect to the matters herein and supersedes all prior agreements, arrangements and understandings (whether oral or written) between the Parties. Other than as provided for Exhibit A, this Agreement shall not be modified, except in writing signed by both Parties

expressly stating that it constitutes a modification of this Agreement. Exhibit A shall be updated annually in accordance with provisions of Exhibit A, and will be sent by Agency to Client contact. Such updated Exhibit A will be effective on the Effective Date. Failure of any Party to insist upon strict compliance with any of the terms of this Agreement in one or more instances shall not be deemed a waiver of its rights to require such compliance in the future. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties hereto. If an action is brought to enforce or interpret this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees relating to such action. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such finding shall not invalidate the whole Agreement. Such term or provision shall be deemed modified only to the extent necessary by adjudication to render such term or provision valid, legal and enforceable. **Notwithstanding anything herein to the contrary, Sections 3, 6-7, 9-13, 15, and 18-21 shall survive the termination of this Agreement for any reason.**

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

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

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

NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION

Client: Making Waves Academy

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE

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

A. PLACEMENT FEES Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency. Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of six (6) months without payment of the Placement Fee. Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay the amount listed below.

Client shall be required to immediately pay to Agency the Placement Fee for each Personnel, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within six (6) months of the termination of such employee’s employment with Agency or (b) Client causes, the Staff member directly or indirectly, to leave the employment of Agency.

B. REPORTING PAY. For Special Education visits, a one-hour minimum visit will be assessed if we are not advised 24 hours in advance of a schedule change.

C. MINIMUM BILLING. All services have minimum billing requirements, which are listed in the rate tables below.

D. RATE CHANGES. The regular rates are subject to additional increase mid-year in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.

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

EFFECTIVE DATE: 08/04/2024

FEES FOR SPECIAL EDUCATION PROVIDERS, ASSESSORS AND CONSULTANTS

Special Education Provider Rates (Minimum Visit Rates are for on-site visits. Off-site time is billed in 15 min. increments)	Hourly Rate	Minimum Billing Increments
Academic Assessor	\$122.57	1 hour for IEPs, virtual services, and consultation
Adapted Physical Education Teacher (APE)	\$116.39	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Assistive Technology (AT)	\$133.90	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Augmentative and Alternative Communication (AAC)	\$138.02	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Behavior Intervention Development (BID)	\$125.66	1 hour for IEPs, virtual services and consultation; 2 hours for direct services
Case Manager	\$125.66	4 hours weekly

CF	\$97.85	
Credentialed School Nurse w/ Audiometrist Certificate (SN)	\$123.60	1 hour per day
Deaf and Hard of Hearing (DHH)	\$143.17	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
DIS Counselor	\$105.06	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Educational Audiologist	\$175.10	1 hour for IEP's and consultation
Educationally Related Intensive Counseling Services or Educationally Related Mental Health Services (ERICs or ERMHS)	\$122.57	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Expert Consult	\$231.75	2 hours per day
Expert Program Oversight	\$174.00	1 hour per day
Occupational Therapist (OT)	\$138.02	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Certified Occupational Therapist Assistant (COTA) Supervisor provided by CCE and Client is not charged for supervision separately.	\$93.22	1 hour for virtual services; 3 hours for direct services
Program Administrator	\$169.95	4 hours weekly
Resource Teacher (RST)	\$88.58	8 hours daily
School Psychologist	\$130.81	1 hour for IEPs, virtual services, consultation and on-site services
Speech and Language Pathologist (SLP)	\$141.11	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Speech and Language Pathology Assistant (SLPA) Supervisor provided by CCE and Client is not charged for supervision separately.	\$95.79	1 hour for virtual services; 3 hours for direct services
Translation	\$100.00	1 hour per request
Other Providers not listed in the agreement		Contact for quote
Permanent Placement Fees for Special Education Providers and Assessors		
All modalities	\$35,000 flat fee	

TRAINING FEES

Description of Fees	Fee
Training Services CCE provides an array of training options. Call us and we will create a customized plan to address your needs.	Contact for quote

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

- A. PLACEMENT FEES.** Client recognizes and acknowledges that Agency spends considerable time and effort and incurs substantial expense in recruiting, employing, training and retaining any individual introduced by Agency. Client shall not hire, nor attempt to hire, directly or indirectly, personally or through an agent or agency, contract with or hire directly any staff after the latest date of verbal and/or written introduction, referral, or date of work for a period of six (6) months without payment of the Placement Fee. Should Client wish to enter into a permanent placement agreement, independent contract agreement, and/or refer Personnel to a third party for employment, Client agrees to pay the amount listed below.

Client shall be required to immediately pay to Agency the Placement Fee for each individual, in the event that (a) Client hires, directly or indirectly (e.g., through another staffing company or through an affiliated medical Client), while employed by Agency and/or within six (6) months of the termination of such individual's employment with Agency or (b) Client causes, the Staff member directly or indirectly, to leave the employment of Agency.

- B. SUBSTITUTE TEACHER DAILY CALCULATIONS.** The hours billed are inclusive of an additional 15 minutes at the start and 15 minutes at the end time of the Client's bell schedule. An additional 15 minutes may be added to the start of the workday, if a morning break is not included in the Client's bell schedule. As lunch is unpaid, the duration of the lunch shall be deducted from the above calculation.
- C. LESSON PLANNING AND GRADING CALCULATIONS.** Lesson planning rates shall be included for any and all assignments requiring lesson planning or grading. Client will be billed retroactively, if applicable. Pupil Free Days and Professional Development Days will be billed at the lesson planning rate if Personnel is required to report to work on those days. If transition days are requested, they will be billed as an assignment not requiring lesson planning. If a lesson planning substitute teacher is absent, the Client will be charged the lesson planning rate of that teacher when Personnel cover the assignment. When Personnel have a credential/certificate, the higher lesson planning rate applies when the class covered is that of the Personnel's certificate/credential. A Client administrator or administrative designee must approve all additional duties on the Personnel's timecard. Daily rate encompasses 8 hours a day. All additional time past the 8th hour is considered overtime and the overtime rate will apply. CCE Personnel are entitled to one prep period per lesson planning assignment. Should a prep period not be available to the Personnel during the 8-hour day, a surcharge of one hour will be assessed. If the full day plus the prep period adjustment exceeds 8 hours in a day or 40 hours in the week, the overtime rate will apply. Personnel must also be provided with legally required breaks and a duty-free 30-minute lunch. If neither of these are provided, additional fees will apply.
- D. BREAKS AND REST PERIODS.** Client agrees to schedule and supervise all Personnel while on assignment with Client and provide all Personnel with all meal periods and rest breaks required by law. Client shall reimburse Agency for any costs, including penalties, incurred by Agency should Client fail to comply with this requirement.
- E. CONFIRMED ASSIGNMENT CHANGES.** Once an Personnel is in route to the confirmed assignment, Client may not reduce the confirmed hours or materially change the type or location of the assignment confirmed. If the Client extends the assignment end time, the rate will change accordingly. If the assignment hours are shortened, the full rate of the confirmed assignment will be charged. Client shall immediately notify Agency within 1 business day if Personnel does not show up for a confirmed assignment. Client will be charged all confirmed amounts unless Agency is notified of the Personnel "No Show".
- F. REPORTING PAY/BILL FOR ASSIGNMENT CANCELLATION.** For Substitute Services, reporting pay may be billed at the regular bill rate in accordance with current state and federal laws. Client may be charged if a confirmed assignment is cancelled once the employee is in route or has arrived at the assignment. For bus rider assignments, the assignment begins at the student's residence.

- G. TIME AND ATTENDANCE.** A Client representative and the assigned Personnel shall each provide the hours worked by Personnel. For per diem Personnel, the electronic timekeeping software shall be provided by Agency to Client and updated daily so that Client can review. For long term Personnel, a Client representative shall promptly approve the hours worked by Personnel by responding weekly to an email provided by Agency to Client with hours worked at their school site, indicating exact time in and time out, including records of all breaks and meal periods. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. Client's approval shall constitute Client's acceptance and waiver of objections to the work performed by Personnel, the number of hours so listed, the shift and unit worked by Personnel and other additional charges listed thereof.
- H. RATE CHANGES.** The regular rates are subject to additional increase mid-year in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.
- I. MINIMUM BILLING.** Some services have minimum billing requirements, which are listed in the rate tables.
- J. RATES.** The following rates shall be effective for all working Personnel, new starts, extensions and renewals as first dated below.

EFFECTIVE DATE: 08/04/2024
FEES FOR SUBSTITUTE TEACHERS & SCHOOL SUPPORT STAFF

Rates and Fees for Substitute Teacher Assignments	Rates
Per Diem – no lesson planning or grading - Full Day – 0.00 – 8.00 hours	\$395.50 per day
Long-Term – Lesson Planning and Grading - Teacher with a 30-day Substitute Permit	\$430.50 per day
Long-Term - Lesson Planning and Grading - Credentialed Teacher (not including Special Education Credential)	\$465.50 per day
Long-Term - Lesson Planning and Grading - Special Education Credentialed Teacher	\$600.00 per day
Overtime, Failure to Provide Lunch Break or Failure to provide Rest Break	1.5x the hourly rate for the affected assignment
Missed Prep Fee for lesson planning or grading assignments	1.5x the hourly rate for the affected assignment
No Notice Cancellation Fee	4 hours at the hourly rate for the affected assignment
Rates and Fees for School Support Staff	Hourly Rate
Campus Aide – no classroom support – high school diploma	\$30.00 per hour
Paraprofessional – classroom support – high school diploma + Parapro certification	\$36.50 per hour
Office Assistant – no classroom support – high school diploma	\$36.00 per hour
Special Education Aide or Teacher Assistant – classroom support – 48 units	\$36.50 per hour
Certified Nursing Assistant (CNA) – licensed – six hour minimum	\$40.50 per hour
Licensed Vocational Nurse (LVN) – licensed – six hour minimum	\$57.50 per hour
Special Education Aide – Non-Crisis Intervention (NCI) Certified or QBS Trained –	\$38.50 per hour

classroom support – 48 units - licensed	
Behavior Intervention Aide (BII) – classroom support – 48 units	\$40.50 per hour
Behavior Intervention - NCI Certified or QBS Trained – classroom support – 48 units - licensed	\$42.50 per hour
Overtime, Failure to Provide Lunch Break, Failure to provide Rest Break and After-School Assignment (2pm or later) Hourly rate	1.5x the hourly rate for the affected assignment
No Notice Cancellation Fee	½ scheduled shift but no less than 2 hours
Placement Fees for Teachers and School Support Staff	
Credentialed Teachers	\$10,000 flat rate fee
1-90 assigned days at client site	\$5,000 flat rate fee
>90 assigned days at client site	\$3,500 flat rate fee

Exhibit B

**Special Education Providers, Substitute Teachers and Support Staff
HEALTH SCREENING AND CREDENTIALING REQUIREMENTS**

1. Agency’s Personnel must meet the requirements set forth below in accordance with the below tables based on the location of services being provided. Client agrees to not require the employee to provide any additional items other than those listed below. Agency attests that for each of its respective employees they meet the minimum requirements and (a) they have completed all of the health and background screenings requirements below; (b) there has been no break in service greater than 180 days of such employees subsequent to conducting such health and background screenings; and (c) the results of those screenings has not shown any issues that would render such employee reasonably unacceptable to the Client or otherwise negatively impact the health or safety of any child.
2. Client understands and agrees that it will incur additional costs for any health screenings and/or credentialing requested that is not set forth in this Exhibit B. In addition, any requests by Client other than as set forth on Exhibit B must be agreed upon in writing before Agency shall be required to provide any such additional health screenings and/or credentialing.
3. Items on this document cannot be waived or altered unless approved by the Senior Director of Business Administration or the Vice President of Education . Any item waived cannot be an item that places the employee in a non-compliant status per applicable laws and directives.

FOR SERVICES PROVIDED IN CALIFORNIA		
TYPE	FREQUENCY	DETAILS
TB Test	At hire, re-activation, and at expiration	Must be within past 60 days and expires 4 years after test results read
State of California License (Academic Assessor, Registered Nurse, Registered Behavior Technician, Licensed Vocational Nurse, Marriage and Family Therapist, Music Therapist, Art Therapist, Physical Therapist, Physical Therapist Assistant, Licensed Clinical Social Worker, Speech Language Pathologist, Speech Language Pathologist Assistant, Certified Occupational Therapist Assistant, Occupational Therapist, Orientation/Mobility Specialist, Psychologist, Audiologist, Behavior Intervention Development, and Certified Nursing Assistant only)	At hire, re-activation, and at expiration	Unencumbered license - all flags or suspensions must be explained and evaluated by a Director prior to hire
Board Certified Behavior Analyst (BCBA) License	At hire, re-activation, and at expiration	Unencumbered license - all disciplinary sanctions must be explained and evaluated by a Director prior to hire
Non-Violent Crisis Intervention Training (if required)	At hire, re-activation, and at expiration	Current and Valid
CTC Permit (30-day permitted substitute teachers only)	At hire, re-activation, and at expiration	Current and valid - all flags or suspensions must be explained and evaluated by a Director prior to hire

CTC Credential (Special Education Teacher, Case Manager, Certified or Credentialed Nurse, Educational Diagnostician, Expert Consult, Program Admin, Teachers for the Deaf and Hard of Hearing, Teachers for the Visually Impaired, Resource Teacher, School Psychologist, Adapted Physical Education Teacher, and School Counselor)	At hire, re-activation, and at expiration	Current and valid - all flags or suspensions must be explained and evaluated by a Director prior to hire
Transcripts – 48 Units (SpEd Aide, Teacher Assistant)	At hire and re-activation	Units earned meet or exceed ESSA requirements
Transcripts – High School (Office, Campus Aide, BII)	At hire and re-activation	Units earned meet or exceed ESSA requirements
Transcripts – High School + Parapro Certification (Paraprofessional)	At hire and re-activation	Units earned meet or exceed ESSA requirements
First Aid/CPR License (RN, LVN or CNA Only)	At hire, re-activation, and at expiration	Current and Valid
Livescan Results (DOJ/FBI)	At hire, re-activation, and as subsequent arrests are received by DOJ/FBI	Any convictions must be explained and evaluated for Ed Code compliance. If acceptable per Ed Code, evaluated by a Director before hire.
Mandated Reporter, Bloodborne Pathogen	At hire, re-activation, and yearly thereafter	Attestation of completion is maintained in the employee file.
Positive Behavior Interventions and Supports Trainings (SpEd Providers and BII's)	At hire, re-activation, and yearly thereafter	Attestation of completion is maintained in the employee file.
Sexual Harassment Training	At hire or reactivation, and every 2 years thereafter	Certificate of completion is maintained in the employee file.

Exhibit C

No changes

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

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2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Cross
Country Education

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2024, between Making Waves Academy, hereinafter referred to as the local educational agency (“LEA”), a member of the SELPA and Cross Country Education (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, 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 Service 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 the development of the ISA and invoices.

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, 2024 to June 30, 2025 (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, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR’s ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed 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; 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, , including verification of behavior training consistent with 56366.1; 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, if applicable; 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 an 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-principal, 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 44 Clearance Requirements and Section 45 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.

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 an 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, Juneteenth, 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 its 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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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 (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. 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. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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. 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 parent/guardian withdrawal of student 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, when applicable. 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. When requested, 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 emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents 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 and any other applicable laws and/or regulations, including LEA guidelines or 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. **MONITORING**

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, 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 CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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, in-person or virtually, 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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)).

In accordance with California Education Code section 56366.1(a)(5), 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 maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

(OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 49422 et seq. 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 storing medications in a secure location and 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 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change 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 (10th) 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 (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs 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 set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

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

EXHIBIT A: 2024-2025 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>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p style="font-size: 2em; margin: 0;">See attached rate sheet</p> </div>	
<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>	_____	_____

Interpreter Services (715)

Audiological Services (720)

Specialized Vision Services (725)

Orientation and Mobility (730)

Specialized Orthopedic Services (740)

Reader Services (745)

Transcription Services (755)

Recreation Services, Including Therapeutic (760)

College Awareness (820)

Work Experience Education (850)

Job Coaching (855)

Mentoring (860)

Travel Training (870)

Other Transition Services (890)

Other (900)

Other (900)

See
attached
rate sheet

EXHIBIT B: 2024-2025 ISA

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

This agreement is effective on July 1, 2024 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, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

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

AGREEMENT TERMS:

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

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

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

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

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				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

EFFECTIVE DATE: 08/04/2024

FEEES FOR SPECIAL EDUCATION PROVIDERS, ASSESSORS AND CONSULTANTS

Special Education Provider Rates (Minimum Visit Rates are for on-site visits. Off-site time is billed in 15 min. increments)	Hourly Rate	Minimum Billing Increments
Academic Assessor	\$122.57	1 hour for IEPs, virtual services, and consultation
Adapted Physical Education Teacher (APE)	\$116.39	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Assistive Technology (AT)	\$133.90	1 hour for IEPs, virtual services and consultation; 3 hours for direct services

CCE 02.2023

Augmentative and Alternative Communication (AAC)	\$138.02	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Behavior Intervention Development (BID)	\$125.66	1 hour for IEPs, virtual services and consultation; 2 hours for direct services
Case Manager	\$125.66	4 hours weekly
CF	\$97.85	
Credentialed School Nurse w/ Audiometrist Certificate (SN)	\$123.60	1 hour per day
Deaf and Hard of Hearing (DHH)	\$143.17	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
DIS Counselor	\$105.06	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Educational Audiologist	\$175.10	1 hour for IEP's and consultation
Educationally Related Intensive Counseling Services or Educationally Related Mental Health Services (ERICs or ERMHS)	\$122.57	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Expert Consult	\$231.75	2 hours per day
Expert Program Oversight	\$174.00	1 hour per day
Occupational Therapist (OT)	\$138.02	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Certified Occupational Therapist Assistant (COTA) Supervisor provided by CCE and Client is not charged for supervision separately.	\$93.22	1 hour for virtual services; 3 hours for direct services
Program Administrator	\$169.95	4 hours weekly
Resource Teacher (RST)	\$88.58	8 hours daily
School Psychologist	\$130.81	1 hour for IEPs, virtual services, consultation and on-site services
Speech and Language Pathologist (SLP)	\$141.11	1 hour for IEPs, virtual services and consultation; 3 hours for direct services

Speech and Language Pathologist (SLP)	\$141.11	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
Speech and Language Pathology Assistant (SLPA) Supervisor provided by CCE and Client is not charged for supervision separately.	\$95.79	1 hour for virtual services; 3 hours for direct services
Translation	\$100.00	1 hour per request
Other Providers not listed in the agreement	Contact for quote	
Permanent Placement Fees for Special Education Providers and Assessors		
All modalities	\$35,000 flat fee	

TRAINING FEES

Description of Fees	Fee
Training Services CCE provides an array of training options. Call us and we will create a customized plan to address your needs.	Contact for quote

Coversheet

Cornerstone Solutions

Section: V. Action Items
Item: K. Cornerstone Solutions
Purpose: Vote
Submitted by: Tameka Jackson
Related Material: Corner Stone SELPA-2024-2025-Master-Contract (3).pdf

BACKGROUND:

24/25 Contract for Nonpublic Agency, Cornerstone Educational Solutions, to provide MWA with special education evaluations.

RECOMMENDATION:

Approve the contract with Cornerstone Educational Solutions.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

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2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Cornerstone Educational Solutions

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2024, between Making Waves Academy, hereinafter referred to as the local educational agency (“LEA”), a member of the [] SELPA and Cornerstone Educational 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 Service 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 the development of the ISA and invoices.

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, 2024 to June 30, 2025 (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, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR’s ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed 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; 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, , including verification of behavior training consistent with 56366.1; 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, if applicable; 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 an 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-principal, 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 44 Clearance Requirements and Section 45 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.

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 an 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, Juneteenth, 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 its 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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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 (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. 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. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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. 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 parent/guardian withdrawal of student 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, when applicable. 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. When requested, 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 emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil’s parents 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 and any other applicable laws and/or regulations, including LEA guidelines or 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. **MONITORING**

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, 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 CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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, in-person or virtually, 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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)).

In accordance with California Education Code section 56366.1(a)(5), 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 maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate’s (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR’s classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

(OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 49422 et seq. 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 storing medications in a secure location and 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 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change 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 (10th) 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 (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs 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 set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

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

EXHIBIT A: 2024-2025 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>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p style="font-size: 24px; margin: 0;">See</p> <p style="font-size: 36px; margin: 0;">attached</p> <p style="font-size: 36px; margin: 0;">rate sheet</p> </div>	
<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>	_____	_____

Interpreter Services (715)

Audiological Services (720)

Specialized Vision Services (725)

Orientation and Mobility (730)

Specialized Orthopedic Services (740)

Reader Services (745)

Transcription Services (755)

Recreation Services, Including Therapeutic (760)

College Awareness (820)

Work Experience Education (850)

Job Coaching (855)

Mentoring (860)

Travel Training (870)

Other Transition Services (890)

Other (900)

Other (900)

See
attached
rate sheet

EXHIBIT B: 2024-2025 ISA

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

This agreement is effective on July 1, 2024 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, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

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

AGREEMENT TERMS:

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

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

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

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

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				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							



2024-2025 Cornerstone Rate Sheet

Available Evaluations- including specified testing, report and IEP Meeting (SPED CODES)

- **Psychoeducational Evaluation (900)- Virtual** \$1800.00
(Cognitive, processing, social-emotional and any other area of suspected disability)
- **Psychoeducational Evaluation (900)- In-Person** \$1900.00
- **Psychoeducational Evaluation w/ Academic- Virtual** \$2100.00
- **Psychoeducational Evaluation w/ Academic-In-Person** \$2200.00
- **Academic Only Evaluation (900)- Virtual** \$700.00
- **Academic Only Evaluation (900)- In-Person** \$800.00
- **Bilingual Evaluation (900)- Additional Fee** \$100.00
- **Targeted Psychoeducational Evaluation (900)** \$1400.00
(Targeted evaluation focusing on one area of need—ex. Preschool Transition, Adaptive Behavior for mod/severe students tri, Executive Function/EQ for High School Tri's, etc. No in-person testing)
- **Review of Records (to satisfy Eligibility Evals) (900)** \$1000.00
(Thorough review of all previous testing to determine continued eligibility for special education support. No testing)
- **ERMHS Counseling Evaluation (900)** \$1900.00
(Targeted evaluation targeting social-emotional concerns with the determination of SPED counseling supports)
- **FBA Evaluation (900)- -** \$2000.00
(Functional Behavioral Analysis to determine the function of a Students behavior)

- **Speech and Language Evaluation-Virtual** \$1700.00
(In-person if available in your area- Full speech and language evaluation looking at all areas of Language and articulation concerns to determine eligibility or continued eligibility)
- **Speech and Language Evaluation-In-Person** \$1800.00
- **Occupational Therapy Evaluation- Virtual** \$1700.00
(Full Occupational Therapy evaluation looking at all areas of OT concerns to determine needed support or continued support)
- **Occupational Therapy Evaluation- In-Person** \$1800.00
- **Hearing and Vision** (per assessment) \$400.00
 Completed by Credentialed School Nurse
 (with report)
- **Health and Developmental** (per assessment) \$475.00
 Completed by Credentialed School Nurse
 (with report)
- **Independent Educational Evaluation (IEE)-** SELPA Rates
(Performed by Licensed Educational Psychologists in Psych, Neuropsych, ERMHS, FBA, Speech and OT)
- **Individual (510)/ Group (515)/ Parent (520) Counseling Support- Virtual** \$180.00 session
 (Performed by Educational Psychologists)
- **Behavioral Intervention Support (535)- BCBA Virtual** \$180.00 session
- **Psych Support (530)** \$180.00 Per Hour
 (hourly psych needs)
- **IEP Writing Support (530)** \$800.00
 (Writing individual IEP and virtual IEP Meeting)
- **Rush Fees**
 (22-30 days) \$150.00
 (21 days or less- 3 weeks) \$250.00
- **Mileage Reimbursement** Federal Rate

Additional Evaluations Available Upon Request

Coversheet

SPG Therapy & Education

Section: V. Action Items
Item: L. SPG Therapy & Education
Purpose: Vote
Submitted by: Tameka Jackson

Related Material:

24-25 SPG Contract.pdf

24-25 Making Waves Academy Rate Sheet Final.pdf

24-25 NPA Cert, W9, Staff Clearance and Insurance Pages (Walnut Creek).pdf

BACKGROUND:

2024-25 Contract Renewal with SPG for Occupational Therapy (OT) and Physical Therapy (PT) services.

RECOMMENDATION:

Approve the contract renewal with SPG Therapy & Education

The Speech Pathology Group, Inc. dba SPG Therapy & Education

2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone (925) 945-1474 Fax (925) 945-1768

AGREEMENT BETWEEN

Making Waves Academy

AND

SPG Therapy & Education

THIS AGREEMENT is effective July 1, 2024, by and between the Making Waves Academy (hereinafter “District”) and SPG Therapy & Education, (hereinafter “Contractor”).

District hereby engages Contractor to render described services under the terms and conditions of this Agreement.

1. Performance of Services:

- a. Contractor agrees to perform the services described on “Addendums A, B, C, D, E, F and/or G” (hereinafter “Services”) of this Agreement as an independent contractor. Contractor will determine the means, manner, method, and details of performing the Services. Contractor shall be responsible for providing the materials and tools, necessary for the performance of the Services.
- b. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of the District. Contractor shall be solely responsible for the professional performance of the Services, and shall receive no assistance, direction, or control from District. Contractor shall have sole discretion and control of Contractor’s services and the manner in which they are performed.

2. Compensation & Terms for Payment: Contractor shall submit written demand monthly for payment, said demand shall be made on a form and in the manner prescribed by the Contractor detailing dates/hours of services provided. Contractor shall submit said demands for payment for services rendered no later than thirty (30) days from the end of the month in which said Services were actually rendered. District shall make payment in an amount equal to the number hours of service provided multiplied by the agreed upon hourly rate within thirty (30) days of receipt of invoice. Any amounts past due shall accrue interest from the due date until paid at the rate of 18% per annum.

3. Contract Term and Termination: This Agreement will become effective on July 1, 2024. This Agreement will terminate upon the completion of the Services (as stated in addendums A (Speech) and/or B (Behavior) and/or C (Psychological Services) and/or D (Occupational Therapy Services) and/or E (Physical Therapy Services) and/or F (Mental Health) and/or G (Education) or when terminated as set forth below.

- a. Either party may terminate this Agreement at any time by giving twenty (20) days written notice (as referenced in number 4 of this contract) to the other party. Contract changes, amendments or cancellations must be communicated directly with Contractor’s President. As a professional courtesy, please do not discuss contract changes, costs, or pending employment changes with contractor’s employees. The Contractor will inform its’ employees of changes or cancellations to the contract.

4. Notice: Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or fax transmission with verbal confirmation of receipt, addressed as follows:

DISTRICT

Making Waves Academy
4123 Lakeside Dr
Richmond, CA 94806
Phone:
Fax:

CONTRACTOR

SPG Therapy & Education
2021 Ygnacio Valley Rd, C-103
Walnut Creek, CA 94598
Phone: (925) 945-1474
Fax: (925) 945-1768
Tax ID# 94-3290122

Any notice personally given or sent by certified mail or fax transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

1. **Relationship of the Parties:** Please note that all Contractors’ employees are employed on an “At Will” basis and therefore cannot be required to provide a 20-day notice of termination. Contractor does request that employees provide a minimum of 20-day notice of termination. Contractor shall not be responsible for any loss or claim of damage whatsoever incurred by District/Facility in the event Contractor cannot provide a Speech-Language Pathologist (SLP), Speech-Language Pathology Assistant (SLPA), Board Certified Behavior Analyst (BCBA), Board Certified Assistant Behavior Analyst (BCaBA), Registered Behavior Technician (RBT), Behavior Technician (BT), School Psychologist (SP), Occupational Therapist (OT), Certified Occupational Therapy Assistant (COTA), Physical Therapist (PT), Physical Therapy Assistant (PTA), Mental Health Therapist or Education Specialist due to resignation of Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or or Education Technician or Contracted SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist is not able to provide services for any reason. However, Contractor will use all efforts to replace the SLP/SLPA/BCBA/BCaBA/RBT/BT/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist, if one is available in the area.
 - a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. Under no circumstances shall Contractor be considered an employee of District within the meaning of any federal, state, or local law or regulation including, but not limited to, laws or regulations governing unemployment insurance, old age benefits, workers’ compensation, industrial illness or accident coverage, taxes, or labor and employment in general.
 - b. Under no circumstances shall Contractor look to District as his/her employer, or as a partner, agent, or principal. Contractor shall not be entitled to any benefits accorded to District’s employees, including, without limitation, workers’ compensation, disability insurance, vacation, or sick pay.
 - c. Contractor shall be responsible for providing, at Contractor’s expense, and in the Contractor’s name, disability, workers’ compensation or other insurance, as well as licenses and permits usual or necessary for conducting the Services hereunder.

2. **Management of SPG Therapy & Education Staff:**
 - a. Each SLP/SLPA/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist employee of Contractor is assigned a Clinical Supervisor. The Clinical Supervisor is available to provide assistance and support by helping contractor’s employees access requested materials/assessments, explaining District/Facility procedures and forms, answering questions related to federal/state regulations and eligibility criteria, providing intervention suggestions and helping to resolve site related issues. The Clinical Supervisor may make site visits and/or provide Service Coverage for a contracted SLP/SLPA/SP/OT/COTA/PT/PTA/Mental Health Therapist or Education Specialist that is ill or may have excessive absences. Clinical Supervision services to be provided within contracted hours for assigned SLP/SLPA as designated in Addendum A, for assigned SP in Addendum C, for assigned OT/COTA in Addendum D, for assigned PT/PTA in Addendum E, for assigned Mental Health Therapist in Addendum F and/or for assigned Education Specialist in Addendum G.

 - b. Each BT/RBT/BCaBA employee of Contractor is assigned a BCBA. The BCBA is available to provide assistance and support by helping contractor’s employees access requested materials, explaining District/Facility procedures and forms, answering questions related to federal/state regulations, providing intervention suggestions and helping to resolve case related issues. The BCBA will make site visits and/or provide Service Coverage for a contracted BT/RBT/BCaBA that is ill or may have excessive absences. BCBA services to be provided within contracted hours as outlined in Addendum B.

3. **Federal & State Taxes:** Contractor shall pay, when and as due, any and all local, state and federal income or other taxes incurred as a result of Contractor’s compensation hereunder, including estimated taxes, and shall provide District with proof of said payment upon demand. Contractor hereby indemnifies District for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by District arising out of Contractor’s breach of this Section.

4. **Fingerprinting and Criminal Records Check of Contractor’s Employees:** CONTRACTOR shall comply with the requirements of California Education Code section 44237, 3501.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for CONTRACTOR’S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with

LEA pupils, prior to service with any LEA pupil. CONTRACTOR hereby agrees that CONTRACTOR'S employees and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, shall not come in contact with LEA pupils until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with LEA pupils, or contractors, who may come into contact with LEA pupils have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). In addition, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

If District/Facility policy requires contractor's employee to obtain separate and additional live scan prior to placement at facility site, they may do so at District's/Facility's expense.

5. **Caseload Maximum:**

a. Speech-Language Services: Contractor agrees to a maximum caseload of 55 students for each full time SLP/SLPA and a maximum caseload of 40 students for any caseload that solely consists of students classified as SH, AAC, and/or preschool. Combination caseloads will be prorated based on caseload roster provided by district. *It should be noted that both ASHA and CTA recommend a caseload limit of 40 students for K through 12 public schools.

b. Behavior Intervention Services: BTs/RBTs are highly trained 1:1 aides. BCaBAs and BCBAAs must supervise RBTs in accordance with the Behavior Analyst Certification Board (BACB) requirements.

c. Occupational and/or Physical Therapy Services: Workload management is an ongoing process and therapist's caseloads will be set and managed based on workload rather than number of students. Weekly hours can increase or decrease based on changes in workload.

6. **Rules and Regulations:** All results and regulations of the Board of Education and all federal, state, and local laws, ordinances and regulations are to be observed strictly by Contractor pursuant to this Agreement.

7. **Indemnification:**

a. Contractor shall and does hereby indemnify, defend, and hold harmless District, and District's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that District may incur or suffer and that arise, result from, or are related to any breach or failure of Contractor to perform any of the representations, warranties, and agreements contained in this Agreement.

b. District shall and does hereby indemnify, defend, and hold harmless Contractor, and Contractor's officers, employees, agents and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities and damages, including, without limitation, interest, penalties, and reasonable attorneys fees and costs, that Contractor may incur or suffer and that arise, result from, or are related to any breach or failure of District to perform any of the representations, warranties, and agreements contained in this Agreement.

8. **Non-Solicitation:** District/Facility understands and acknowledges that Contractor expends extensive amounts of time, resources and money educating, training and mentoring its employees. The purpose of these company investments by Contractor is to enhance employee retention and maintain an experienced and well-trained supply of employees capable of providing the Contractor's various services at multiple Districts/Facilities. Contractor is not in the business of training or recruiting individuals to be hired as employees of District/Facility. Accordingly, District/Facility agrees that during the term of this Agreement and for the immediate twelve calendar months following the termination of this Agreement (the "Period"), District/Facility shall not directly solicit for employment, offer employment to, or hire any employee of Contractor working at a District/Facility, without the prior written consent of Contractor. In the event that District/Facility breaches or violates this Paragraph 12, then District/Facility agrees to and shall pay to Contractor as damages the amount of \$50,000 (fifty thousand dollars) per Contractor employee within 21 calendar days. District/Facility agrees that it would be impracticable and extremely difficult to determine the amount of actual damages caused to Contractor by a violation of this Paragraph 12, including but not limited to the loss of the return on Contractor's investment in its employee and losing key employees. The parties agree that this stated amount is a reasonable approximation of the probable damages owed

to Contractor. District/Facility, therefore, agrees that this amount of damages is fair and reasonable under the circumstances existing at the time this Agreement is executed.

9. **Supplies & Equipment:** Contractor will provide therapy and diagnostic materials as needed, if they are not available at school district/site. Should the contracting District require computer generated reports and IEPs, then it is the District's responsibility to either provide a computer to the contracted employee or provide access to a computer at the contractor employee's assigned site(s). If a computer is not available, then it is understood that all documentation will be handwritten.
10. **California Law:** This Agreement shall be governed by and the rights, duties and obligations of the parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Contra Costa County, California.
11. **Attorneys' Fees:** If either party files any action or brings any proceedings against the other arising out of the Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.
12. **Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
13. **Time for Site Specific Trainings/Requirements:**
 - a. Speech Services, School Psychology and Mental Health Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, speech or Psych meetings, staff development days, and the like. Attendance for these services will be provided in accordance with the weekly contracted hours set forth in Addendum A and/or Addendum C.
 - b. Behavior Intervention Services, Occupational Therapy Services, Physical Therapy Services and Education Services: District agrees to compensate Contractor for time spent by Contractor's employee for orientation/trainings, teacher workdays, non-student days when teachers are required to report to work, staff meetings, staff development days, and the like, when District has requested Contractor's employee(s) to attend. Attendance for these services will be in addition to the weekly contracted hours set forth in Addendums B for Behavior Intervention Services, Addendum D of Occupational Therapy Services, and Addendum E for Physical Therapy Services.
 - c. District also agrees to pay Contractor for any additional time required by Contractor's employee to become proficient with any District/Facility required procedure (i.e.: computerized IEPs, Medi-Cal reports, positive behavior intervention, etc). Any hours in excess of contracted hours set forth in Addendums A, B, C, D, E, F and/or G and will require prior approval from District/Facility designee.

14. **List of Services to be Performed by Contractor:**
 - a. Speech-Language Services: Contractor will provide Services that align with the scope and practice for Speech and Language Pathology, as defined by the California Speech-Language Pathology and Audiology Board, for provision of speech/language therapy services in the public-school setting. Services to include direct and indirect activities as they pertain to eligible students on caseload and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

District will provide contracted SLP/SLPA with site's most current caseload list, to be updated on a monthly basis, via district generated roster lists.

- b. Behavior Intervention Services: Contractor will provide Services that align with the scope and practice for Behavior Analysts, as defined by the Behavior Analyst Certification Board, for provision of behavior intervention services in the public-school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

c. School Psychology Services: Contractor will provide Services that align with the scope and practice for School Psychologists, as outlined in the California Education Code, for provision of School Psychology services in the public-school setting. Services to include direct services as they pertain to eligible students and in accordance with the Individual Education Plan (IEP) which will define the type and frequency of service that each student is to receive.

d. Professional Occupational and/or Physical Therapy services: Contractor will deliver Services in a school-based instructional model. The services include direct services to students, consultation, coordination, and collaboration with special and general education teams, appropriate documentation, and oversight of Occupational Therapy (“OT”) and/or Physical Therapy (“PT”) service delivery. The Services provided will follow state and federal education codes, best practices, and ethical standards as well as comply with program guidelines as set forth by District. Inclusive Services are comprised of direct contact with students to include direct treatment (individual and group), evaluations, Annual and Triennial assessments and meetings as well as consult time, preparation, documentation, travel between schools, mandatory meetings and administrative tasks.

- 15. Entire Agreement of Parties: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations and agreement, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

It is understood that contracted Speech Services will be provided and caseload demands will be met by a certified, licensed, and/or credentialed Speech-Language Pathologist (SLP), and/or a licensed Speech-Language Pathology Assistant (SLPA), when under the supervision of a certified and licensed SLP.

It is further understood that contracted Behavior Services will be provided by a certified, licensed, and/or credentialed Board Certified Behavior Analyst (BCBA), certified, licensed and/or Board Certified Assistant Behavior Analyst (BCaBA) under the supervision of a BCBA, and/or a certified, licensed, and/or credentialed Registered Behavior Technician (RBT) and/or Behavior Technician (BT) under the supervision of a certified and licensed BCaBA or BCBA.

It is further understood that contracted School Psychology Services will be provided by a certified, licensed, and/or credentialed School Psychologist.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written. This contract is effective on July 1, 2024, and terminates on June 30, 2025, unless sooner terminated as provided herein.

DISTRICT

CONTRACTOR

Name and Title of Authorized Representative
Making Waves Academy

Susan Stark

Susan Stark, M.S., CCC-SLP
President

Signature

5/13/24

Date

Date



SPG Therapy & Education
2024-2025 Rates

<u>Service Type</u>	<u>2024-2025 Rates</u>		<u>24-25 Discount</u>		
Addendum A Services - Speech:					
Language and Speech	\$1,038	Daily (7-8 hr day)			
	\$144	per hour			
Language and Speech Specialty (AAC, AT, D/HH, Bilingual)	\$1,161	Daily (7-8 hr day)			
	\$170	per hour			
SLPA	\$750	Daily (7-8 hr day)			
SLPA (AAC, AT, D/HH, Bilingual)	\$788	Daily (7-8 hr day)			
Language and Speech Consult	\$163	per hour			
Language and Speech Specialty Consult	\$195	per hour			
Clinic Services – Individual (Assessments)	\$143	per hour			
Clinic Services – Group (2 or 3)	\$116	per hour			
Addendum B Services – Behavior:					
Behavior Intervention – BID (BCBA)	\$190	per hour	\$181.00	per hour	4.7%
Behavior Intervention – BID (BCaBA)	\$162	per hour	\$161.00	per hour	0.6%
Behavior Intervention Implementation - BII*	\$113	per hour	\$90.00	per hour*	20.4%
Addendum C Services - Psych:					
School Psychologist	\$190	per hour			
Addendum D Services - OT:					
Occupational Therapy	\$121	per hour			
Addendum E Services - PT:					
Physical Therapy	\$121	per hour			
Addendum F Services – Mental Health (CG and PCT):					
CG and PCT	\$1,040	Daily (7-8 hr day)			
	\$163	per hour			
CG and PCT (Bilingual)	\$1,160	Daily (7-8 hr day)			
	\$169	per hour			
Addendum G Services - Education:					
Education/Speech/Mental Health Technician/Mentor/Tutor*	\$113	per hour	\$84.75	per hour*	25.0%
Independent Educational Evaluations – All Disciplines	\$195	per hour			

Similar to District Employees, travel between sites during business hours is paid and included in the rate schedule above.

SPG utilizes a Professional Work Week. Daily hours may flex pending caseload/district requirements, ie. IEP meetings, parent conferences, staff meetings, etc.

SPG staff will adhere to district staff calendar, including teacher work days and staff development days. SPG agrees to provide services within the contracted days.

Teletherapy rates as quoted above.

*Tiered Rates:	1. 1 R/BT orTech	\$90.00	per hour	20.4%
	2. 2-5 R/BTs and/or Techs	\$85.00	per hour	24.8%
	3. 6-10 R/BTs and/or Techs	\$80.00	per hour	29.2%
	4. 11+ R/BTs and/or Techs	\$75.00	per hour	33.6%



SPG Therapy & Education
2024-2025 Rates

Service Type	2024-2025 Rates		24-25 Discount		
Addendum G Services – Education					
Education Specialist	\$1,038	Daily (7-8 hr day)	\$906.25	Daily (7-8 hr day)	12.7%
	\$153	per hour			
Education Specialist (Bilingual)	\$1,161	Daily (7-8 hr day)	\$1,013.75	Daily (7-8 hr day)	12.7%
	\$170	per hour			

Similar to District Employees, travel between sites during business hours is paid and included in the rate schedule above.
 SPG utilizes a Professional Work Week. Daily hours may flex pending caseload/district requirements, ie. IEP meetings, parent conferences, staff meetings, etc.
 SPG staff will adhere to district staff calendar, including teacher work days and staff development days. SPG agrees to provide services within the contracted days.
 Teletherapy rates as quoted above.



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

Date: January 08, 2024

NPA ID: 9900164

Nonpublic Agency: The Speech Pathology Group, Inc. dba SPG Therapy & Education -Walnut Cr

Site Administrator: Susan Stark

Mailing Address: 2021 Ygnacio Valley Road, C102, C103 & C2

City: Walnut Creek CA 94598

NPA AUTHORIZED TO PROVIDE SERVICES AT NPA SITE Yes No

Grades: PK to 12

Site Address: 2021 Ygnacio Valley Road, C102 & C103

Ages: 3 to >22

City: Walnut Creek CA 94598

Student Gender: All

2024 CERTIFICATION STATUS:

APPROVED

Maximum Capacity: 76+

EFFECTIVE DATES:

January 01, 2024 *through* December 31, 2024

Certified related services may not be provided in lieu of core academic instruction & must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. seq. Certification does not include initial assessment for IEP development.

Amended

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

Authorized to Provide the Following Related Service

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

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

Nonpublic Agencies Unit, Special Education Division



Staff Clearances and Annual
Required Notices

SPG Therapy & Education certifies that pursuant to California Education Code sections 44237, 56366.1, 30521.1, and 35021.2 all employees of SPG Therapy & Education have obtained clearance from the California Department of Justice and the Federal Bureau of Investigation and none of its employees have been convicted of a violent or serious felony as defined in the California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or

(j). Records of these clearances are kept on file in SPG Therapy & Education's Human Resources Department and SPG Therapy & Education has enrolled in subsequent arrest notification service as specified for each owner, operator, and employee of SPG Therapy & Education, per the requirements of Assembly Bill 389 and California Penal Code section 11105.2.

Tuberculosis clearance has also been obtained for all SPG Therapy & Education employees per the requirements of California Education Code sections 35021 et. seq. SPG Therapy & Education complies with the OSHA Blood Borne Pathogens Standards, per Title 29 Code of Federal Regulations section 1910.1030 and provides annual trainings regarding blood borne pathogens health care precautions. Annual notices and procedures are distributed to all SPG Therapy & Education employees including but not limited to: Anti-Bullying and Harassment, also cited as the Safe Place to Learn Act (as defined by the California Education Code sections 48900 and 234-234.5), Child Abuse and Neglect Mandated Reporting, Positive Behavior Intervention (California Code of Regulations, Title 5, Section 3052(i)), Reporting of Missing Children (California Education Code 49370), and Sexual Harassment/Non- Discrimination.

Records of state license/credential, tuberculosis clearances, and confirmation of receipt of all required annual notices are kept on file in SPG Therapy & Education's Human Resources Department

Thank you,

Susan Stark, M.S., CCC-SLP
President
SPG Therapy & Education

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) The Speech Pathology Group, Inc	
	2 Business name/disregarded entity name, if different from above. SPG Therapy & Education	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 2021 Ygnacio Valley Road C-103	Requester's name and address (optional)
	6 City, state, and ZIP code Walnut Creek, CA 94598	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
9	4	-	3	2	9	0	1	2	2

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 3/18/24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



ADDITIONAL REMARKS SCHEDULE

AGENCY Bolton Insurance Services LLC		NAMED INSURED The Speech Pathology Group, Inc. dba SPG Therapy and Education 2021 Ygnacio Valley Road, #C-102-203 Walnut Creek, CA 94598	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
 Family Support Center of Colorado, LLC
 Abrite, LLC
 Autism Intervention Services, LLC
 REP Behavioral Health, LLC
 ABRITE, A Speech Pathology Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ CAREFULLY.
GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE
Broadened Bodily Injury
Broadened Personal and Advertising Injury
Broadened Property Damage
Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000
Broadened Medical Payments - \$10,000
Broadened Supplementary Benefits
a. Bail Bonds - \$1,000
b. Expenses Incurred to Assist in Defense - \$500 per Day
Broadened Newly Acquired or Formed Organization
Broadened Non-Owned or Chartered Watercraft or Aircraft
Broadened Commercial General Liability Conditions
a. Duties in the Event of Occurrence, Offense, Claim, or Suit
b. Liberalization – Automatic Coverage If We Adopt Broader Coverages
c. Notice to Company
Automatic Coverage for “Special Events”
Automatic Additional Insureds
a. Athletic Activity Participants
b. Contractual Obligations
c. Funding Sources
d. Manager or Lessor of Premises
e. Owner, Manager, Operator, or Lessor of “Special Event” Premises
f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed
g. Limitations
Blanket Waiver of Subrogation
Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

A. BROADENED BODILY INJURY

Paragraph 3. of **Section V – Definitions** is deleted and replaced with the following:

3. “Bodily injury” means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. “Bodily injury” also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

B. BROADENED PERSONAL AND ADVERTISING INJURY

1. Paragraph 14. of **Section V – Definitions** is deleted and replaced with the following:

14. “Personal and Advertising Injury” means injury, including consequential “bodily injury” arising out of one or more of the following offenses during the policy period.

- a. False arrest, detention, or imprisonment;
- b. Malicious prosecution or abuse of process;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
- d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person’s or organization’s goods, products, or services;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person’s right of privacy; or
- f. Misappropriation of advertising ideas or style of doing business; or
- g. Infringement of copyright, title, or slogan.
- h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

2. Exclusions 2.b. and 2.c. under **Coverage B Personal and Advertising Injury Liability** are deleted and replaced with the following:

b. Material Published with Knowledge of Falsity

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

c. Material Published Prior to Policy Period

“Personal and advertising injury” arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

C. BROADENED PROPERTY DAMAGE

Exclusion 2.a. under **Coverage A Bodily Injury and Property Damage Liability** is deleted and replaced with the following:

a. Expected Or Intended Injury

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

D. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

1. Paragraph 6. under **Section III – Limits Of Insurance** is deleted and replaced with the following:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of “property damage” to:

- a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

- c. \$500,000; or
- d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

2. Paragraph 2. Exclusions of Coverage A Bodily Injury and Property Damage Liability is amended as follows:

Paragraphs c. through n., do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

3. Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions is amended as follows:

Paragraph b. (1) (a) (ii) is deleted and replaced with the following:

- (ii) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

4. Paragraph 9.a. under Section V – Definitions is deleted and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

5. This Broadened Coverage is subject to all the terms of Section III – Limits Of Insurance.

6. This Broadened Coverage does not apply if Fire Damage Liability of COVERAGE A (SECTION I) is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

E. BROADENED MEDICAL PAYMENTS

1. The following provision is added to Paragraph 7. of Section III – Limits Of Insurance:

The Medical Expense Limit shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

- 2. This Medical Expense Limit is subject to all the terms of Section III – Limits Of Insurance.
- 3. This above Medical Expense Limit does not apply if Coverage C Medical Payments is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

F. BROADENED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. under Supplementary Payments – Coverages A and B are deleted and replaced with the following:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$500 a day because of time off from work.

G. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

Paragraph 3.a under Section II – Who Is An Insured is deleted and replaced by the following:

- a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

H. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

Exclusion 2.g. under Coverage A Bodily Injury and Property Damage Liability is deleted and replaced by the following:

- g. “Bodily injury” or “property damage” arising out of the ownership, maintenance, use, or entrustment to others of any aircraft,” auto,” or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and “loading or unloading”.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an “auto” on, or on the ways next to premises you own or rent, provided the “auto” is not owned by or rented, or loaned to you or the insured;

- (4) Liability assumed under any “insured contract” for the ownership, maintenance, or use of aircraft, watercraft, or “autos”; or
- (5) “Bodily injury” or “property damage” arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **Section V – Definitions**, Paragraph **12.**, “Mobile Equipment”; or
- (6) An aircraft you do not own that is:
 - (a) Hired, chartered, or loaned with a crew; and
 - (b) Not owned in whole or in part by any insured.
- (7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for “bodily injury” or “property damage” which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
- (8) This insurance is excess, under Paragraph **g. (6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

I. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

- 1. Paragraph **2. Duties in The Event Of Occurrence, Offense, Claims Or Suit** under **Section IV – Commercial General Liability Conditions** is amended to add the following provision:
 - e. Your obligation to notify us as soon as practicable of an “occurrence,” or offense under Paragraph **2.a.** above, or a claim or “suit” or offense under Paragraphs **2.a.**, **2.b.**, and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your “executive officers,” directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such “occurrence,” offense, claim or “suit.”

- 2. The following provisions are added to **Section IV – Commercial General Liability Conditions**:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an “occurrence” or offense to your Workers’ Compensation insurer which later becomes a claim under this Coverage Part, failure to report such “occurrence” or offense to us at the time of the “occurrence” or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the “occurrence” or offense has become a liability claim.

J. AUTOMATIC COVERAGE FOR SPECIAL EVENTS

- 1. You are automatically covered for all “special events” which you organize, promote, administer, sponsor, or conduct during the term of this policy.
- 2. **Section V – Definitions** is amended to add the following paragraph:
 - 23. “Special Event” means any event:
 - a. The purpose of which is to raise funds for you; or
 - b. To recognize the accomplishments of your organization, your “employees,” or your volunteer workers; or
 - c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and
 - d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

K. AUTOMATIC ADDITIONAL INSURED(S)

The following provisions are added to **Section II – Who Is An Insured**:

4. Automatic Additional Insured(s)

a. Additional Insureds – Athletic Activity Participants

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. However, no such person is an insured for:

- (a) “Medical expenses” under **Coverage C Medical Payments.**
- (b) “Bodily Injury” to:

- (i) A co-participant, your volunteer worker or your “employee” while participating in amateur athletic activities that you sponsor; or
- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or
- (c) “Property damage” to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
 - (i) A co-participant, your volunteer worker, or your “employee”; or
 - (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured – Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written “insured contract”; to include as an insured, subject to all of the following provisions:

- (a) Coverage is limited to liability arising out of:
 - (i) Your ongoing operations performed for such Additional Insured; or
 - (ii) Such Additional Insured’s financial control of you; or
 - (iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or
 - (iv) A permit issued to you by a state or political subdivision.
- (b) Coverage does not apply to any “occurrence” or offense:
 - (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written “insured contract”; or

- (ii) Which takes place after you cease to be a tenant in that premises.
- (c) With respect to architects, engineers, or surveyors, coverage does not apply to “Bodily Injury,” “Property Damage,” “Personal Injury,” or “Advertising Injury” arising out of the rendering or the failure to render any professional services by or for you including:
 - (i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) Supervisory, inspection, or engineering services.
- (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e) does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

c. Additional Insured – Funding Sources

(1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or “your work” for such Additional Insured, and only to the extent set forth as follows:

- (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- d. Additional Insured – Manager or Lessor of Premises**
- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
 - (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an “insured contract”;
 - (i) Currently in effect or to become effective during the term of this policy; and
 - (ii) Executed prior to the “bodily injury,” “property damage,” “personal injury”, or “advertising injury.”
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d. (1) immediately above, the following additional provisions apply:
 - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy’s terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
 - (3) This insurance does not apply to:
 - (a) Any “occurrence” or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or
 - (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.
- e. Additional Insured – Owner, Manager, Operator or Lessor of “Special Events” Premises**
- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a “special event” is held, sponsored or conducted by you, or on your behalf, under:

- (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an “insured contract,”
 - (i) Currently in effect or to become effective during the term of this policy; and
 - (ii) Executed prior to the “bodily injury,” “property damage,” “personal injury,” or “advertising injury.”
- (2) With respect to the insurance afforded the Additional Insured identified in Paragraph **e. (1)** of this endorsement, the following additional provisions apply:
- (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific “special event”;
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy’s terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (3) This insurance does not apply to:
- (a) Any “occurrence” or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
 - (b) Any acts or “occurrences” caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the “special event” is held.
- f. Additional Insured – Supervisors or Higher in Rank**
- (1) This policy is amended to include as insured any “employees” (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over “employees” and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these “employees” designated as supervisor or higher in rank, is an insured for:
- (a) “Bodily injury” or “personal injury”:
 - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph **(a)(i)** above; or
 - (iii) Arising out of his or her providing or failing to provide professional health care services.
 - (b) “Personal Injury”:
 - (i) To a co-“employee” while in the course of his or her employment, or
 - (ii) To the spouse, child, parent, brother or sister of that co-“employee” as a consequence of Paragraph **(b)(i)** above;

- (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b) (i) or (b) (ii) above.
 - (c) "Property damage" to property:
 - (i) Owned, occupied or used by; or
 - (ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- g. Additional Insured – LIMITATIONS**
- (1) The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:
 - (a) With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and
 - (b) If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.
 - (2) If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.
 - (3) The following is added to **Section V – Definitions:**
 - 24.** "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.
- (4)** All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.
- L. BLANKET WAIVER OF SUBROGATION**
- Paragraph **8.** under **Section IV – Commercial General Liability Conditions** is deleted and replaced with the following:
- 8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation**
- a.** If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
 - b.** If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."
- M. PRIORITY OF APPLICATION FOR MULTIPLE INSURED(S)**
- Section III – Limits Of Insurance** is amended to add the following paragraph:
- 8.** In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:
 - a.** You;
 - b.** Your "executive officers," directors, "employees," and
 - c.** Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Coversheet

Anchor Counseling

Section: V. Action Items
Item: M. Anchor Counseling
Purpose: Vote
Submitted by: Tameka Jackson

Related Material:

Anchor Counseling and Educational Solutions State-SELPA-2024-2025-Master-Contract (3).pdf

BACKGROUND:

Nonpublic agency contract renewal for 24/25 AY. To renew speech and language therapy services, contracted specialized academic instruction, behavior services on an as needed basis.

RECOMMENDATION:

Approve the contract renewal with Anchor Counseling.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

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2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Anchor
Counseling and Education Solutions

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2024, between Making Waves Academy, hereinafter referred to as the local educational agency (“LEA”), a member of the SELPA and Anchor Counseling and Education Solutions (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, 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 Service 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 the development of the ISA and invoices.

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, 2024 to June 30, 2025 (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, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR’s ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed 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; 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, , including verification of behavior training consistent with 56366.1; 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, if applicable; 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 an 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-principal, 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 44 Clearance Requirements and Section 45 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.

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 an 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, Juneteenth, 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 its 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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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 (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. 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. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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. 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 parent/guardian withdrawal of student 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, when applicable. 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. When requested, 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 emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents 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 and any other applicable laws and/or regulations, including LEA guidelines or 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. **MONITORING**

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, 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 CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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, in-person or virtually, 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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)).

In accordance with California Education Code section 56366.1(a)(5), 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 maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

(OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 49422 et seq. 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 storing medications in a secure location and 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 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change 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 (10th) 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 (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs 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 set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Name and Title
Nonpublic School/Agency/Related Service Provider Anchor Counseling	LEA Making Waves Academy
Address	Address
City State Zip	City State Zip
Phone Fax	Phone Fax
Email	Email

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

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2024-2025 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>	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> <p style="font-size: 24px; margin: 0;">See</p> <p style="font-size: 36px; margin: 0;">attached</p> <p style="font-size: 36px; margin: 0;">rate sheet</p> </div>	
<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>	_____	_____

Interpreter Services (715)

Audiological Services (720)

Specialized Vision Services (725)

Orientation and Mobility (730)

Specialized Orthopedic Services (740)

Reader Services (745)

Transcription Services (755)

Recreation Services, Including Therapeutic (760)

College Awareness (820)

Work Experience Education (850)

Job Coaching (855)

Mentoring (860)

Travel Training (870)

Other Transition Services (890)

Other (900)

Other (900)

See
attached
rate sheet

EXHIBIT B: 2024-2025 ISA

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

This agreement is effective on July 1, 2024 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, 2025, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

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

AGREEMENT TERMS:

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

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

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

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							

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				
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							



Anchor Counseling & Education Solutions, LLC Fees for Service 2024 – 2025

Service	Virtual Hourly Rate	In Person Hourly Rate	In Home Hourly Rate	IEP Attendance Rate
Intensive Individual Services (340)	\$100	\$125	\$125	Hourly rate
Language and Speech: Individual (415)	\$175	\$200	\$200	Hourly rate
Language and Speech: Group (415)	\$175	\$200	\$200	Hourly rate
Adapted Physical Education (425)	\$125	\$145	\$145	Hourly rate
Occupational Therapy (450)	\$175	\$200	\$200	Hourly rate
Physical Therapy (460)	\$150	\$175	\$175	Hourly rate
Individual Counseling (510)	\$100	\$125	\$125	Hourly rate
ERMHS Counseling (510)	\$150	\$175	\$175	Hourly rate
Counseling and Guidance Group (515)	\$100	\$120	\$120	Hourly rate
ERMHS Group Counseling (515)	\$125	\$150	\$150	Hourly rate
Parent Counseling (520)	\$150	\$175	\$175	Hourly rate
Social Work Services (525)	\$150	\$175	\$175	Hourly rate
Psychological Services (530)	\$150	\$175	\$175	Hourly rate
Behavior Intervention Services (535) (BCBA Supervision)	\$175	\$200	\$200	Hourly rate
Behavior Intervention Services (535) (Behavior Tech Support)	\$110	\$135	\$135	Hourly rate
Interpreter Services (715)	\$75	\$.25 cents a word		Hourly rate
Admin/LEA Services	\$200			Hourly rate
Specialized Academic Instruction (300)	\$125	\$135	\$135	Hourly rate
SPED Case Management (Ed Specialist)	\$90	\$115	\$115	Hourly rate
Travel Training (870)	\$250	\$300		
No Show	Hourly Rate	Hourly Rate	Hourly Rate	
Cancellation (Without 24-hour prior notice)	Hourly Rate	Hourly Rate	Hourly Rate	



Mileage	0.585	0.585	0.585	
Drive Time	Hourly Rate	Hourly Rate	Hourly Rate	

Assessments & Evaluations	Flat Rate	45 days	30 Days	10 Days
Speech and Language Assessment	\$1500	\$2000	\$2500	\$3000
Speech and Language ROR Assessment	\$1000	\$1250	\$1500	\$2000
Occupational Therapy Assessment	\$1500	\$2000	\$2500	\$3000
Occupational Therapy ROR Assessment	\$1000	\$1250	\$1500	\$2000
School Psychologist Assessment	\$2500	\$2750	\$3000	\$3500
Bi-lingual School Psychologist Assessment	\$2500	\$2750	\$3000	\$3500
ERMHS/ Educationally Related Mental Health Services	\$2500	\$2750	\$3000	\$3500
FBA/ Functional Behavioral Assessment	\$2500	\$2750	\$3000	\$3500
Licensed Social Work Assessment	\$2500	\$2750	\$3000	\$3500
Other (900)				

Coversheet

Instruction Partners

Section: V. Action Items
Item: N. Instruction Partners
Purpose: Vote
Submitted by: Tameka Jackson
Related Material:
Making Waves Academy.SY2425.Instruction Partners Contract 1 (CSR).Rev.20240521.pdf

BACKGROUND:

The school partners with the organization "Instruction Partners" in 2024-25 to revise and update guides for ELA and Math, and the continuations of building instructional leaders capacity around curriculum and standards-implementation.

RECOMMENDATION:

The school recommends continuing this partnership.



Instruction Partners Partner Services Agreement

Making Waves Academy

2024–2025 school year

May 21, 2024



Instruction Partners Partner Services Agreement

A. The Parties.

1. Instruction Partners, Inc. (“Instruction Partners”).
2. Making Waves Academy (“Partner”).

B. Term.

1. The agreement will begin on July 1, 2024, and terminate automatically on June 30, 2025.

C. Purpose.

1. ELA and math instructional support across two (2) schools, in the Making Waves Academy system.

D. Services.

During the term of the Agreement, Instruction Partners will provide the following services to the system. Note that these services are not “per school” but instead for the system, bringing together staff from across schools for virtual and onsite learning. During our onsite visits, we will spend time observing instruction and professional learning in each school:

1. School and System Partnership Launch - principal and instructional leadership team members across schools
 - a. Two (2) virtual comprehensive partnership launch meetings (*up to 90 minutes each*)
2. Onsite Days for Observation, Planning, and Capacity Building
 - a. Three (3) check-points across the year for instructional and professional learning observations, launching short cycles, action planning, progress monitoring, and leader capacity building
 1. Fall 2024: Three (3) on-site days of support (*consecutive days*)
 2. Winter 2024: Three (3) on-site days of support (*consecutive days*)
 3. Spring 2025: Three (3) on-site days of support (*consecutive days*)
3. Leadership Team Meetings - planning sessions for principal and instructional leadership team members across schools
 - a. Six (6) virtual leadership team meetings (*up to two hours each; one session near end of year will be four hours for extended progress monitoring*)
4. Online Learning Modules
 - a. Access to two (2) hours of virtual learning modules
5. Content Team Meetings - professional learning and practice sessions for content-specific leaders (assistant principals, instructional coaches, teacher leaders as relevant)
 - a. Four (4) virtual training and practice sessions for ELA (*up to two hours each*)
 - b. Four (4) virtual training and practice sessions for math (*up to two hours each*)



- 6. Leader Coaching
 - a. Six (6) virtual support hours for the principal
 - b. Twenty-six (26) virtual support hours to be distributed across the remaining instructional leadership team members

E. Financial Arrangements.

- 1. **Compensation Due:** \$161,074.00 for the above deliverables.
- 2. **Payment Schedule:** Payable within thirty (30) days after submission of an invoice by Instruction Partners.
- 3. Instruction Partners will submit an invoice for the Services upon the following schedule:

Date	Amount
September 1, 2024	\$16,107.40
October 1, 2024	\$16,107.40
November 1, 2024	\$16,107.40
December 1, 2024	\$16,107.40
January 1, 2025	\$16,107.40
February 1, 2025	\$16,107.40
March 1, 2025	\$16,107.40
April 1, 2025	\$16,107.40
May 1, 2025	\$16,107.40
June 1, 2025	\$16,107.40

F. General Terms and Conditions.

- 1. The general terms and conditions applicable to this Agreement are attached as Annex A and are incorporated by reference.

G. Contact Information.

Instruction Partners

Program Contact

Amponsah Nkansah
 Managing Director of Instructional Support
 amponsah.nkansah@instructionpartners.org
 630.857.8567

Financial Contact

Suzette Johnson
 Director of Accounting
 Instruction Partners
 604 Gallatin Ave., Suite 202
 Nashville, TN 37206
 suzette.johnson@instructionpartners.org

Program Contact

Justin Testerman
 Executive Director, Autonomous Partnerships
 justin.testerman@instructionpartners.org
 615.310.6525

Contracting Contact

Winnie Delcin
 Partnership Engagement
 winny.delcin@instructionpartners.org
 786.368.5649



Making Waves Academy
Program Contact

Billing Contact

H. Signatures.

Instruction Partners

Making Waves Academy

Benjamin Fenton

Authorized Signature

Authorized Signature

Signatory: Benjamin G. Fenton

Signatory:

Title: Chief, Growth and Delivery

Title:

Email Address: ben.fenton@instructionpartners.org

Email Address:

Date: 05 / 28 / 2024

Date:

**Annex A**

General Terms and Conditions

I. Cancellation and Rescheduling of Services.

The Partner must provide Instruction Partners at least 14 days written notice of any proposed cancellation or rescheduling of an in-person service and 48 hours written notice of any proposed cancellation or rescheduling of a virtual service. In the event the Partner cancels or requests rescheduling of any service with less than 14 days written notice for an in-person service or 48 hours for a virtual service, the Partner will be responsible for the cost of any non-refundable travel expenses that Instruction Partners has incurred and, in Instruction Partners' discretion, the Partner may forfeit the scheduled service, without reimbursement to the Partner.

If a service is canceled due to weather, school-level emergencies, or public health concerns, Instruction Partners will exercise commercially reasonable efforts to reschedule or provide equivalent services by the end of the Term.

If, other than due to weather or the Partner, Instruction Partners needs to cancel or reschedule a service, Instruction Partners will reschedule the service with the Partner or provide equivalent services by the end of the Term.

II. Intellectual Property.

Instruction Partners exclusively owns all intellectual property relating to, created by, or arising as a result of, the services provided by Instruction Partners, including, without limitation, all "aggregate data". For these purposes, "aggregate data" means all information and data derived from the provision of the services and the use and application by the Partner of the services which is not specific to an individual, does not identify a specific individual, and cannot reasonably be used to identify an individual. Without limiting the generality of the foregoing, Instruction Partners may use "aggregate data" for (i) conducting analysis, (ii) publishing and/or publicizing results, and (ii) developing service improvements and modifications. Nothing in this Agreement grants the Partner, without the prior written consent of Instruction Partners, any rights to use any trademarks, trade names, or logos owned or used by Instruction Partners.

III. Termination.

Either party may terminate this Agreement without cause prior to its scheduled termination date upon providing at least 14 days prior written notice to the other party.

Upon termination for any reason, the Partner shall compensate Instruction Partners for the value of all unpaid services that have been performed (based on a reasonable pro ration methodology) and any reimbursable expenses properly incurred and documented by Instruction Partners prior to the effective date of termination. Instruction Partners shall submit a final invoice to the Partner within 30 days after the termination date.



IV. Certain Agreements.

Instruction Partners agrees that in providing the services, it shall comply in all material respects with all applicable laws. The Partner agrees that it will take all actions reasonably necessary to permit Instruction Partners to provide the services as contemplated. While Instruction Partners will use its reasonable, good faith efforts in providing the services, the Partner recognizes that Instruction Partners is a non-profit enterprise, and so is not making any representations or warranties, express or implied, with respect to the services, and such services are provided on an “as is” basis. In no event will Instruction Partners have any liability or obligation as a result of this Agreement or the services in excess of the compensation actually received by Instruction Partners from the Partner.

V. Confidentiality.

The parties acknowledge that under this Agreement, each party will likely receive or be privy to non-public, confidential information regarding the other party and the other party’s employees, officers, directors, and other relationships. The parties agree that, except to the extent compelled by law, they will not disclose publicly or to any third party any confidential information of the other party without the prior written consent of the applicable other party. Notwithstanding the foregoing, (i) some, or all, of the materials, documents, and correspondence that the Partner creates, develops, produces, or shares with Instruction Partners may be subject to public records act requests, inspection, and copying, and the Partner, therefore, acknowledges that Instruction Partners cannot guarantee the anonymity of the Partner's officials or employees as it relates to public records and (ii) Instruction Partners may, without the prior consent of the Partner, use the name and logo of the Partner in press releases, publicity materials, and marketing materials, but only to the extent necessary to identify the Partner as a current or prior user of Instruction Partners services.

VI. Subcontracting.

Instruction Partners may use subcontractors to perform the services required hereunder without the prior written consent of the Partner.

VII. No Employee Hiring or Solicitation.

During the term of the Agreement, each party agrees not to solicit or approach full-time staff members of the other party for full-time employment opportunities within their own organizations.

VIII. Amendments.

No amendment, modification, extension, or rescission of any term or provision of this Agreement shall be effective unless agreed upon in writing by both parties.

Coversheet

Master Contract for NPA/S

Section: V. Action Items
Item: O. Master Contract for NPA/S
Purpose: Vote
Submitted by: Tameka Jackson
Related Material: MWA 24-25 NPS MC & Addendum.pdf

BACKGROUND:

Catalyst Seneca Nonpublic School: Contract renewal for 24/25 AY for students currently placed at Catalyst Seneca NPS. Student placement at nonpublic school is based on individual needs of student which requires a higher level of social emotional/behavioral supports than the current MWA environment can adequately provide. Students' placement at a NPS is reviewed continuously by the IEP team and Catalyst/MWA work together to ensure student is in the least restrictive environment, and when appropriate transition to a lesser restrictive environment including but not limited to a return to MWA. Individual student agreements (ISA) for students to be updated to reflect current IEP services and 24/25 Catalyst Academy rates.

RECOMMENDATION:

Approve the contract renewal with Catalyst Seneca Nonpublic School.

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2024-2025

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____

Contract Year 2024-2025

Nonpublic School

Nonpublic Agency

Type of Contract:

Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2024-2025

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: _____

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Seneca Family of Agencies

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2024, between _____, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and Seneca Family of Agencies (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 Service 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 the development of the ISA and invoices.

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, 2024 to June 30, 2025 (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, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE 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 related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual 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, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed 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; 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, including verification of behavior training consistent with 56366.1; 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, if applicable; 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 an 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-principal, 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 44 Clearance Requirements and Section 45 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.

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 an 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, Juneteenth, 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 its 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.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

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 (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document 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 recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures pursuant to California Government Code Section 7579.5. 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. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (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 recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

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. 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 parent/guardian withdrawal of student 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, when applicable. 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. When requested, 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 emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents 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 and any other applicable laws and/or regulations, including LEA guidelines or 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 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the

California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth 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 IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. **MONITORING**

The State Superintendent of Public Instruction (“Superintendent”), through the delegated monitoring activities to the California Department of Education (CDE), 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.

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 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.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil’s IEP, 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 CDE within 60 calendar days of the onsite visit.

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 employees, 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.

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, in-person or virtually, 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). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. 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)).

In accordance with California Education Code section 56366.1(a)(5), 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 maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher 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 the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

(OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

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 49422 et seq. 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 storing medications in a secure location and 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 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change 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 (10th) 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 (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs 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 set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2024 and terminates at 5:00 P.M. on June 30, 2025, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Seneca Family of Agencies

Nonpublic School/Agency

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Karissa Lockhart, Contract Analyst

Name and Title
 Seneca Family of Agencies

Name and Title

Nonpublic School/Agency/Related Service Provider

LEA

8945 Golf Links Road

Address
 Oakland, CA 94605

Address

City State Zip
 510-248-9910 510-317-1443

City State Zip

Phone Fax
 contracts@senecacenter.org

Phone Fax

Email

Email

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

Name and Title

Address

City State Zip

Phone Fax

Email

EXHIBIT A: 2024-2025 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Seneca Family of Agencies

The CONTRACTOR CDS NUMBER: See attached CDE Certifications

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: See attached CDE Certifications

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>	_____	_____

See attached rate sheet and addendum

- Interpreter Services (715)
- Audiological Services (720)
- Specialized Vision Services (725)
- Orientation and Mobility (730)
- Specialized Orthopedic Services (740)
- Reader Services (745)
- Transcription Services (755)
- Recreation Services, Including Therapeutic (760)
- College Awareness (820)
- Work Experience Education (850)
- Job Coaching (855)
- Mentoring (860)
- Travel Training (870)
- Other Transition Services (890)
- Other (900)
- Other (900)

See attached rate sheet and addendum



Non-Public Schools and Intensive Therapeutic Programs Rate Sheet 2024-2025

NPS – Specialized Academic Instruction (Code 330)

214 days including Extended School Year (ESY)

- Rate: \$222 per day enrolled

NPS - Educationally Related Mental Health Services (ERMHS)

214 days including Extended School Year (ESY)

- Rate: \$355 per day enrolled for students not billable to full scope MediCal

NPS – Bridges

214 days including Extended School Year (ESY)

- Rate: \$927 per day enrolled.
- Services include: SAI (330), ERMHS, Intensive Individualized Intervention (340), Individualized transportation (within program boundaries)

NPS – Language and Speech Therapy (Code 415)

- Rate: \$200 per hour - Partial units will be rounded up to the nearest 15-minute increment
- Services will be billed based on direct service time, including identified consultation
- Assessment services will be billed at an hourly rate for individual assessment, report preparation, and presentation at one IEP

NPS – Occupational Therapy (Code 450)

- Rate: \$200 per hour - Partial units will be rounded up to the nearest 15-minute increment
- Services will be billed based on direct service time, including identified consultation
- Assessment services will be billed at an hourly rate for individual assessment, report preparation, and presentation at one IEP

NPS – Psychoeducation triannual assessment

- Rate: \$8,170 per assessment, includes individual assessment, report preparation and presentation at one IEP meeting.

NPS – Functional Behavioral Assessment (FBA)

- Rate: \$180 per hour

NPS/NPA – Intensive Individual Services (Code 340) / Behavioral Intervention Implementation (Code 535)

- Rate: \$115 per hour (\$575 per day cap in Seneca NPS setting)

NPA – Therapeutic Behavioral Coaching [TBC] (Code 535)

- Intensive Rate: \$7,017/month
- Standard Rate: \$4,387/month
- Maintenance Rate: \$2,924/month
- All students will receive the “Standard” tier unless otherwise stated in the IEP



Non-Public, Non-Sectarian School/Agency Services

Addendum to NPS Master Contract

This document serves as an Addendum to the NPS Master Contract for the 2024 – 2025 school year, currently signed between the _____ and Seneca Family of Agencies. Both parties hereby agree to modify the existing contract agreement to include the following changes.

Section 24, paragraph 1 is hereby deleted and replaced in its entirety with:

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. 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.

Section 25 is hereby deleted and replaced in its entirety with:

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days at least equal to 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.

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, Juneteenth, 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.

Section 40, paragraph 4 is hereby deleted and replaced in its entirety with:

40. PARENT ACCESS

Seneca supports robust communication between families, districts, and our school team through regular notification around student progress and needs. We believe that students are best supported when all parties can work together. As such, Seneca will provide the LEA with updates related to the following concerns when they are reported to parents:

- Concerns about attendance
- Concerns about a student being in danger of failing a class
- Concerns about student incidents where a BER is required
- Concerns about transportation safety
- Concerns about the appropriateness of placement

Section 42 is hereby deleted and replaced in its entirety with:

42. STUDENT MEALS

Seneca Non-Public Schools provide access for all students to a balanced, nutritious breakfast and lunch.

Section 59, NONPUBLIC SCHOOL STUDENT ABSENCE is hereby deleted and replaced in its entirety with:

NONPUBLIC SCHOOL STUDENT ABSENCE

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

Due to Seneca’s Daily Non-Public School rate, which is invoiced based on days of enrollment in the program (as opposed to being based on the number of days of attendance in the program).

The following language is hereby added and made part of Section 9 of this agreement:

PARTNERSHIP STAFFING

Our work as partners represents our shared commitment to improving educational opportunity for those who have traditionally been excluded. We recognize that our staff are our greatest asset in our ability to make a substantial contribution to the students, families, schools and communities we serve. To deliver the highest quality services to our school/district partners, we make a substantial upfront and ongoing investment to building the knowledge, skills, and professional practice of each of our staff. We have developed pipeline programs to identify, recruit and

train talented individuals into areas facing critical staffing shortages across the state and operate our Institute for Advanced Practice to provide ongoing training on best practice in the fields of special education and mental health. We believe that this commitment to quality is, in part, what has drawn you to choose us as partners in this work.

To ensure our ongoing capacity to provide high quality services to our school/district partners, we rely on the retention of the staff in whom we have invested. As such, during the term of this Agreement and for one year following the termination of this Agreement, we ask that school/district partners not hire, nor solicit for hire, either directly or indirectly, any of Seneca's employees or contractors who have rendered services to the school on behalf of this Agreement. As your partners, Seneca will not solicit any staff member who is a collaborator under this agreement. On rare occasions it may be that Seneca and the District will agree to transfer the employment of a particular staff to the other entity. In this type of situation, the transfer will occur as an exception, and only through the development of a written agreement.

The following language is hereby added and made part of Section 17 of this agreement:

DATA SHARING

Purpose - In our work with students and families, Seneca family of agencies uses a number of data platforms to track the provision of school-wide and student services, service-related goals, and goal progress. The overall goal of our data-informed practices is to determine the effectiveness of the academic, behavioral, and clinical services provided by Seneca and to receive ongoing data-based feedback throughout the year on the student's individual and group plans. The data tracked will be used to support service decisions aimed at improving students' academic achievement and engagement, decreasing problem behavior and discipline issues, and improving social-emotional wellness, school climate, and parent engagement.

Scope and Data Elements - Seneca will access and import following data sets for all enrolled students into the appropriate databases for service and progress tracking purposes: School Name, School ID, Student ID (SSID), State Student ID, Last Name, First Name, Middle Name, Date of Birth, Gender, Grade, Teacher, Race/Ethnicity, ELL status, Home Language, and Special Education Status.

Transfer of Data - The School/District and Seneca shall use a secure, mutually agreed upon means and schedule for transferring confidential information.

Contractor Responsibilities

1. Seneca acknowledges that these data are confidential data and proprietary to the school/district, and agree to protect such information from unauthorized disclosures and to comply with all applicable District, Local, State and Federal confidentiality laws and regulations including but not limited to the California Education Code and the Family Education Rights and Privacy Act (FERPA).
2. Seneca will use appropriate safeguards to prevent the use or disclosure of the information other than as provided by this data use agreement.
3. Seneca shall not re-disclose any individual-level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization from the school/district.
4. Seneca shall keep all information furnished by the school/district in space physically and electronically secure from unauthorized access. Information and data shall be stored and processed in a way that unauthorized persons cannot retrieve nor alter the information by means of a computer, remote terminal, or other means.

All other conditions in the original contract dated 7/1/2024 will remain in effect as agreed unless Seneca Family of Agencies and/or the contracting LEA, _____ both agree to make future changes, which would require future addendums.

The parties hereto have executed this contract by and through their duly authorized agents or representatives.

Seneca Family of Agencies

(Authorized Signature)

(Authorized Signature)

(Name and Title)

(Name and Title)



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

Date: December 29, 2023
 NPS ID: 07-61796-0128843
 Nonpublic School: Seneca Family of Agencies - Catalyst Academy
 Site Administrator: Kari Sundstrom
 Site Address: 1060 Manor Road
 City: El Sobrante CA 94803
Grades: 2 to 12 **Approved Classrooms:** 3 **Student Gender:** Coed

2024 CERTIFICATION STATUS:
APPROVED

EFFECTIVE DATES:
January 01, 2024 through December 31, 2024

Amended

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

Authorized to Provide Special Education Instruction to Students Identified with the Following Primary Disabling

Conditions:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Autism | <input type="checkbox"/> Hard of Hearing | <input checked="" type="checkbox"/> Other Health Impairment |
| <input type="checkbox"/> Deaf/Blind | <input type="checkbox"/> Hearing Impaired | <input type="checkbox"/> Speech and Language Impairment |
| <input type="checkbox"/> Deaf | <input checked="" type="checkbox"/> Intellectual Disability | <input checked="" type="checkbox"/> Specific Learning Disability |
| <input checked="" type="checkbox"/> Emotional Disturbance | <input type="checkbox"/> Multiple Disabilities | <input type="checkbox"/> Traumatic Brain Injury |
| <input type="checkbox"/> Established Medical Disability | <input type="checkbox"/> Orthopedic Impairment | <input type="checkbox"/> Visual Impairment |

Authorized to Provide the Following Related Services:

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

Residential Component

If checked, this box acknowledges that the NPS has submitted documentation related to a residential component, and should not be construed as an evaluation, accreditation, approval, recognition, or endorsement.

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

Nonpublic Schools Unit, Special Education Division



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

Date: December 29, 2023
 NPS ID: 01-61309-7035512
 Nonpublic School: Seneca Family of Agencies - James Baldwin Academy
 Site Administrator: Monica Mile
 Site Address: 2275 Arlington Drive
 City: San Leandro CA 94578
Grades: 5 to 12 **Approved Classrooms:** 4 **Student Gender:** Coed

2024 CERTIFICATION STATUS:
APPROVED

EFFECTIVE DATES:
January 01, 2024 through December 31, 2024

Amended

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

Authorized to Provide Special Education Instruction to Students Identified with the Following Primary Disabling

Conditions:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Autism | <input type="checkbox"/> Hard of Hearing | <input checked="" type="checkbox"/> Other Health Impairment |
| <input type="checkbox"/> Deaf/Blind | <input type="checkbox"/> Hearing Impaired | <input type="checkbox"/> Speech and Language Impairment |
| <input type="checkbox"/> Deaf | <input checked="" type="checkbox"/> Intellectual Disability | <input checked="" type="checkbox"/> Specific Learning Disability |
| <input checked="" type="checkbox"/> Emotional Disturbance | <input type="checkbox"/> Multiple Disabilities | <input type="checkbox"/> Traumatic Brain Injury |
| <input type="checkbox"/> Established Medical Disability | <input type="checkbox"/> Orthopedic Impairment | <input type="checkbox"/> Visual Impairment |

Authorized to Provide the Following Related Services:

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

Residential Component

If checked, this box acknowledges that the NPS has submitted documentation related to a residential component, and should not be construed as an evaluation, accreditation, approval, recognition, or endorsement.

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

Nonpublic Schools Unit, Special Education Division



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

Date: December 29, 2023
 NPS ID: 01-61259-6140131
 Nonpublic School: Seneca Family of Agencies - Maya Angelou Academy
 Site Administrator: Claudia Camacho
 Site Address: 3965 High Street
 City: Oakland CA 94618
Grades: K to 5 **Approved Classrooms:** 3 **Student Gender:** Coed

2024 CERTIFICATION STATUS:

APPROVED

EFFECTIVE DATES:

January 01, 2024 through December 31, 2024

Amended

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

Authorized to Provide Special Education Instruction to Students Identified with the Following Primary Disabling

Conditions:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Autism | <input type="checkbox"/> Hard of Hearing | <input checked="" type="checkbox"/> Other Health Impairment |
| <input type="checkbox"/> Deaf/Blind | <input type="checkbox"/> Hearing Impaired | <input type="checkbox"/> Speech and Language Impairment |
| <input type="checkbox"/> Deaf | <input checked="" type="checkbox"/> Intellectual Disability | <input checked="" type="checkbox"/> Specific Learning Disability |
| <input checked="" type="checkbox"/> Emotional Disturbance | <input type="checkbox"/> Multiple Disabilities | <input type="checkbox"/> Traumatic Brain Injury |
| <input type="checkbox"/> Established Medical Disability | <input type="checkbox"/> Orthopedic Impairment | <input type="checkbox"/> Visual Impairment |

Authorized to Provide the Following Related Services:

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

Residential Component

If checked, this box acknowledges that the NPS has submitted documentation related to a residential component, and should not be construed as an evaluation, accreditation, approval, recognition, or endorsement.

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

Nonpublic Schools Unit, Special Education Division



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

Date: December 29, 2023
 NPS ID: 01-61176-7077548
 Nonpublic School: Seneca Family of Agencies - Pathfinder Academy
 Site Administrator: Grace Alvarez
 Site Address: 600 G Sreet
 City: Union City CA 94587
Grades: 6 to 12 **Approved Classrooms:** 4 **Student Gender:** Coed

2024 CERTIFICATION STATUS:
APPROVED

EFFECTIVE DATES:
January 01, 2024 through December 31, 2024

Amended

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

Authorized to Provide Special Education Instruction to Students Identified with the Following Primary Disabling

Conditions:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Autism | <input type="checkbox"/> Hard of Hearing | <input checked="" type="checkbox"/> Other Health Impairment |
| <input type="checkbox"/> Deaf/Blind | <input type="checkbox"/> Hearing Impaired | <input type="checkbox"/> Speech and Language Impairment |
| <input type="checkbox"/> Deaf | <input checked="" type="checkbox"/> Intellectual Disability | <input checked="" type="checkbox"/> Specific Learning Disability |
| <input checked="" type="checkbox"/> Emotional Disturbance | <input type="checkbox"/> Multiple Disabilities | <input type="checkbox"/> Traumatic Brain Injury |
| <input type="checkbox"/> Established Medical Disability | <input type="checkbox"/> Orthopedic Impairment | <input type="checkbox"/> Visual Impairment |

Authorized to Provide the Following Related Services:

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

Residential Component

If checked, this box acknowledges that the NPS has submitted documentation related to a residential component, and should not be construed as an evaluation, accreditation, approval, recognition, or endorsement.

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

Nonpublic Schools Unit, Special Education Division



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

Date: December 15, 2023
 NPA ID: 9900274
 Nonpublic Agency: Seneca Family of Agencies
 Site Administrator: Robin Detterman
 Mailing Address: 2275 Arlington Drive
 City: San Leandro CA 94578

NPA AUTHORIZED TO PROVIDE SERVICES AT NPA SITE Yes No **Grades: K to 12**
Ages: 4 to 22
 Site Address: _____ **Student Gender: All**
 City: _____ CA

2024 CERTIFICATION STATUS:

APPROVED

Maximum Capacity: 76+

EFFECTIVE DATES:

January 01, 2024 *through* December 31, 2024

Amended

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

Authorized to Provide the Following Related Service

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

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

Nonpublic Agencies Unit, Special Education Division



Catalyst Academy School Calendar: 2024-2025

July 2024 S M T W T 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							Independence Day: July 4 ESY: June 24 – July 26 Student/Staff Days: <u>19/19</u>							January 2025 S M T W T 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							Winter Break: Dec 23 – Jan 6 End of Quarter 2: Jan 17 Martin Luther King Jr. Day: Jan 20 Student/Staff Days: <u>18/19</u>						
August 2024 S M T W T 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							Summer Break: July 29 – Aug 13 First Day School: Aug 14 Student/Staff Days: <u>13/20</u>							February 2025 S M T W T 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							President's Day: Feb 17 Student/Staff Days: <u>19/19</u>						
September 2024 S M T W T 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							Labor Day: Sep 2 Student/Staff Days: <u>20/20</u>							March 2025 S M T W T 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							No School: March 7 Staff Development: March 10 End of Quarter 3: March 31 Caregiver Teacher Conferences: March 31 - April 4 Student/Staff Days: <u>19/21</u>						
October 2024 S M T W T 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							Indigenous People's Day Observed: Oct 14 Caregiver Teacher Conferences: Oct 21-25 End of Quarter 1: Oct 22 Student/Staff Days: <u>22/22</u>							April 2025 S M T W T 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							Spring Break: April 7-11 Student/Staff Days: <u>17/17</u>						
November 2024 S M T W T 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							Thanksgiving Break: Nov 28-29 Student/Staff Days: <u>19/19</u>							May 2025 S M T W T 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							No School: May 9 Memorial Day: May 26 Student/Staff Days: <u>20/20</u>						
December 2024 S M T W T 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							Winter Break: Dec 23 – Jan 6 Student/Staff Days: <u>15/15</u>							June 2025 S M T W T 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							Last Day of School / End of Quarter 4: June 10 Summer Break: June 11-20 ESY: June 23 – July 25 Student/Staff Days: <u>13/13</u>						

School Schedule 8:15am-2:15pm High School 8:30am-2:15pm Elementary and Middle School ESY Schedule and/or Minimum Day 8:15am-1:30pm High School 8:30am-1:30pm Elementary and Middle School							
*School will be open only if there are unplanned shutdown days				Total Student Days: 214 Staff Days: 223			



James Baldwin Academy School Calendar: 2024-2025

July 2024 S M T W T 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							Independence Day: July 4 No School: July 5 ESY: June 24 – July 26 Student/Staff Days: <u>18/18</u>							January 2025 S M T W T 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							Winter Break: Dec 23 – Jan 6 Martin Luther King Jr. Day: Jan 20 End of Quarter 2: Jan 24 Student/Staff Days: <u>18/19</u>						
August 2024 S M T W T 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							Summer Break: July 29 – Aug 13 First Day School: Aug 14 Student/Staff Days: <u>13/20</u>							February 2025 S M T W T 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							No School: Feb 10 President's Day: Feb 17 Student/Staff Days: <u>18/18</u>						
September 2024 S M T W T 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							Labor Day: Sep 2 Student/Staff Days: <u>20/20</u>							March 2025 S M T W T 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							No School: March 7 Staff Development Day: March 10 Student/Staff Days: <u>19/20</u>						
October 2024 S M T W T 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							Indigenous People's Day Observed: Oct 14 Caregiver Teacher Conferences: Oct 21-25 End of Quarter 1: Oct 25 Student/Staff Days: <u>22/22</u>							April 2025 S M T W T 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							End of Quarter 3: April 4 Spring Break: April 7-11 Caregiver Teacher Conferences: Mar 31-Apr 25 Student/Staff Days: <u>17/17</u>						
November 2024 S M T W T 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							Veteran's Day: Nov 11 Thanksgiving Break: Nov 28-29 Student/Staff Days: <u>18/19</u>							May 2025 S M T W T 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							No School: May 5 Memorial Day: May 26 Student/Staff Days: <u>20/20</u>						
December 2024 S M T W T 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							Winter Break: Dec 23 – Jan 6 Student/Staff Days: <u>15/15</u>							June 2025 S M T W T 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							End of Quarter 4/Last Day of School: June 13 Summer Break: June 16-20 ESY: June 23 – July 25 Student/Staff Days: <u>16/16</u>						

School Schedule
 M/Tu/Th/F: 9:00-3:00
 W: 9:00-1:30

ESY Schedule and/or Minimum Day
 9:00-1:30

- Break / No School
- Emergency Make Up Day*
- Minimum Day

*School will be open **only** if there are unplanned shutdown days

Total Student Days: 214 Staff Days: 223



Maya Angelou Academy School Calendar: 2024-2025

July 2024 S M T W T 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							Independence Day: July 4 No School: July 5 ESY: June 24 – July 26 Student/Staff Days: <u>18/18</u>							January 2025 S M T W T 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							Winter Break: Dec 23 – Jan 6 Martin Luther King Jr. Day: Jan 20 End of Quarter 2: Jan 24 Student/Staff Days: <u>18/19</u>						
August 2024 S M T W T 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							Summer Break: July 29 – Aug 13 First Day School: Aug 14 Student/Staff Days: <u>13/20</u>							February 2025 S M T W T 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							No School: Feb 10 President's Day: Feb 17 Student/Staff Days: <u>18/18</u>						
September 2024 S M T W T 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							Labor Day: Sep 2 Student/Staff Days: <u>20/20</u>							March 2025 S M T W T 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							Staff Development: March 10 Caregiver Teacher Conferences: March 31 – April 4 Student/Staff Days: <u>20/21</u>						
October 2024 S M T W T 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							Indigenous People's Day Observed: Oct 14 Caregiver Teacher Conferences: Oct 21-25 End of Quarter 1: Oct 25 Student/Staff Days: <u>22/22</u>							April 2025 S M T W T 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							Caregiver Teacher Conferences: March 31 – April 4 End of Quarter 3: April 4 Spring Break: April 7-11 Student/Staff Days: <u>17/17</u>						
November 2024 S M T W T 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							Veteran's Day: Nov 11 Thanksgiving Break: Nov 27-29 Student/Staff Days: <u>17/17</u>							May 2025 S M T W T 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							No School: May 5 Memorial Day: May 26 Student/Staff Days: <u>20/20</u>						
December 2024 S M T W T 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							Winter Break: Dec 23 – Jan 6 Student/Staff Days: <u>15/15</u>							June 2025 S M T W T 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							End of Quarter 4/Last Day of School: June 13 Juneteenth: June 19 Summer Break: June 16-20 ESY: June 23 – July 25 Student/Staff Days: <u>16/16</u>						

School Schedule
 Monday – Friday: 9:00 – 2:30 PM

ESY Schedule and/or Minimum Day
 9:00am – 1:15pm

- Break / No School
- Emergency Make Up Day*
- Minimum Day

*School will be open **only** if there are unplanned shutdown days

Total Student Days: 214 Staff Days: 223



Pathfinder Academy School Calendar: 2024-2025

July 2024 S M T W T 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							Independence Day: July 4 No School: July 5 ESY: June 24 – July 26 Student/Staff Days: <u>18/18</u>							January 2025 S M T W T 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							Winter Break: Dec 23 – Jan 6 Martin Luther King Jr. Day: Jan 20 End of Quarter 2: Jan 24 Student/Staff Days: <u>18/19</u>						
August 2024 S M T W T 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							Summer Break: July 29 – Aug 13 First Day School: Aug 14 Student/Staff Days: <u>13/20</u>							February 2025 S M T W T 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							President's Day: Feb 17 Student/Staff Days: <u>19/19</u>						
September 2024 S M T W T 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							Labor Day: Sep 2 Student/Staff Days: <u>20/20</u>							March 2025 S M T W T 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							Staff Development Day: March 10 Caregiver Teacher Conferences: March 24-28 Student/Staff Days: <u>20/21</u>						
October 2024 S M T W T 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							Indigenous People's Day Observed: Oct 14 Caregiver Teacher Conferences: Oct 21-25 End of Quarter 1: Oct 25 Student/Staff Days: <u>22/22</u>							April 2025 S M T W T 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							End of Quarter 3: April 4 Spring Break: April 7-11 Student/Staff Days: <u>17/17</u>						
November 2024 S M T W T 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							Thanksgiving Break: Nov 25-29 Student/Staff Days: <u>16/16</u>							May 2025 S M T W T 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							No School: May 5 Memorial Day: May 26 Student/Staff Days: <u>20/20</u>						
December 2024 S M T W T 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							Winter Break: Dec 23 – Jan 6 Student/Staff Days: <u>15/15</u>							June 2025 S M T W T 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							End of Quarter 4/Last Day of School: June 13 Summer Break: June 16-20 ESY: June 23 – July 25 Student/Staff Days: <u>16/16</u>						

School Schedule
 9:00am-3:00pm (M/T/Th/F)
 9:00am-1:45pm (W)

ESY Schedule and/or Minimum Day
 9:00am-1:45pm

- Break / No School
- Emergency Make Up Day*
- Minimum Day

*School will be open **only** if there are unplanned shutdown days

Total Student Days: 214 Staff Days: 223

Coversheet

2024-25 Education Protection Account (EPA)

Section: V. Action Items
Item: P. 2024-25 Education Protection Account (EPA)
Purpose: Vote
Submitted by: Hung Mai
Related Material: Education Protection Account Spending Plan-2024-25-5.21.2024.pdf
Education Protection Account-Board_Resolution-2024-25-5.21.2024.pdf

BACKGROUND:

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

RECOMMENDATION:

Board to review and approve the 2024-25 Education Protection Account Spending Plan.



Making Waves Academy

2024-25 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 2024-25 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 2024-25 Revenue and Expenditures:

Revenue: \$3,462,646

Expenditures:

- Teachers Salary \$3,462,646



Making Waves Academy
Board Meeting:
June 10, 2024

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) creates 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 10 days 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 June 10, 2024.

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

2024-25 CharterSafe Workers Compensation Insurance

Section: V. Action Items
Item: Q. 2024-25 CharterSafe Workers Compensation Insurance
Purpose: Vote
Submitted by: Hung Mai
Related Material: 2024-25 CharterSafe Workers Compensation Insurance.pdf

BACKGROUND:

This proposal reflects the continued services that MWA will utilize as part of the limited CharterSafe Workers' Compensation membership for coverage effective 7/1/24 through 7/1/25.

RECOMMENDATION:

Please review and approve this proposed agreement, which will allow MWA to continue utilizing important CharterSafe services, including, but not limited to, Workers' Compensation, Mandatory Training, Labor Law Posters, and Risk Management Resources.



EXECUTIVE REPORT

May 2024



Protecting Schools. Promoting Safety. Customizing Insurance.

California Charter Schools Joint Powers Authority • A Nonprofit



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Our Mission

As an insurance pooling JPA, CharterSAFE's mission is to serve as a steward-guardian of school safety by providing our charter school members with a strong understanding of school hazards and approach to risk management.

As a result, members will have a safe and secure environment that promotes a focus on teaching, learning, and student outcomes.

Our Values

Our organizational values drive the work of our team to best serve the needs of our member schools by:

- Being accountable and taking ownership
- Collaborating openly
- Embracing growth mindset
- Proceeding with heart
- Channeling positivity into action

A LETTER FROM THE CEO

CharterSAFE is proud to have served the charter school community in California for 20 years. Since our inception in 2004, created by charter leaders to fill the need for a quality insurance and school safety program at the best rates, the CharterSAFE team continues to be led by our charter school members in meeting relevant insurance and school safety needs of the charter community.

Looking back through our years of partnership, CharterSAFE:

- Built trust and confidence within the charter school community reflected by membership growth from 63 members in 2004 to now 276 members strong.
- Provided Over 800 trainings to members.
- Piloted ten different programs from cybersecurity to anti-bullying to creative loss prevention efforts.
- Assisted in the resolution of 11,558 claims, where our goal is to advocate for fair and equitable resolution of claims on behalf of members.

I am humbled by the trust that our charter school members and the charter community place in us to be your partner in charter school insurance, risk management, and safety. And likewise, we promise to uphold our partnership in serving as your steward-guardian in providing relevant and pragmatic solutions to help you keep your schools safe and your focus on educating the next generation.

I am proud of the CharterSAFE community.

Thuy Wong



Thuy Wong, MPH ARM-P
President & CEO
twong@chartersafe.org

President and CEO Insurance & Member Services



Bettina Hooper
Managing Director, Insurance & Member Services
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Egan Yu
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MEET YOUR TEAM

Risk Management



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Karen Durley
Client Services Executive
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Board of Directors

Yvette King-Berg, Executive Director, Youth Policy Institutes Charter Schools—*Chairwoman*

Parker Hudnut, CEO, Inner City Education Foundation (ICEF) —*Vice-Chair*

Kristin Dietz, Senior Vice President, EdTec—*Secretary*

Ted Morris, Executive Director, Collegiate Charter High School

Jared Austin, Co-Founder & Executive Director, Kairos Public Schools

Jayna Gaskell, Executive Director, Pivot Charter School

David Riddick, CEO, Fenton Public Schools

20 YEARS OF PROTECTING CALIFORNIA CHARTER SCHOOLS

As CharterSAFE celebrates its 20th anniversary, we reflect on two decades of unwavering dedication to serving California’s charter school community. Since our founding in 2004, CharterSAFE has been at the forefront of providing comprehensive insurance and risk management solutions tailored specifically for charter schools. Over the years, we have evolved and adapted to meet the evolving needs of our members, piloting innovative programs and providing invaluable support to ensure their safety and success. As we mark this milestone, we extend our heartfelt gratitude to our charter school members, whose trust and partnership have been the driving force behind our journey. We remain committed to serving as your steward guardian, empowering you to focus on what matters most: educating the next generation.

Let us celebrate members that have been with CharterSAFE since 2004:

- Bullis Charter School
- CHIME Institute
- Eel River Charter School
- Escuela Popular Accelerated Family Learning Center
- Golden Eagle Charter School
- Griffin Technology Academies
- Lewis Center
- Long Valley Charters
- Magnolia Education & Research Foundation
- Multicultural Learning Center
- Pacific Community Charter School
- Plumas Charter School
- Riverside Gateway to College Early College High School
- The School of Arts & Enterprise

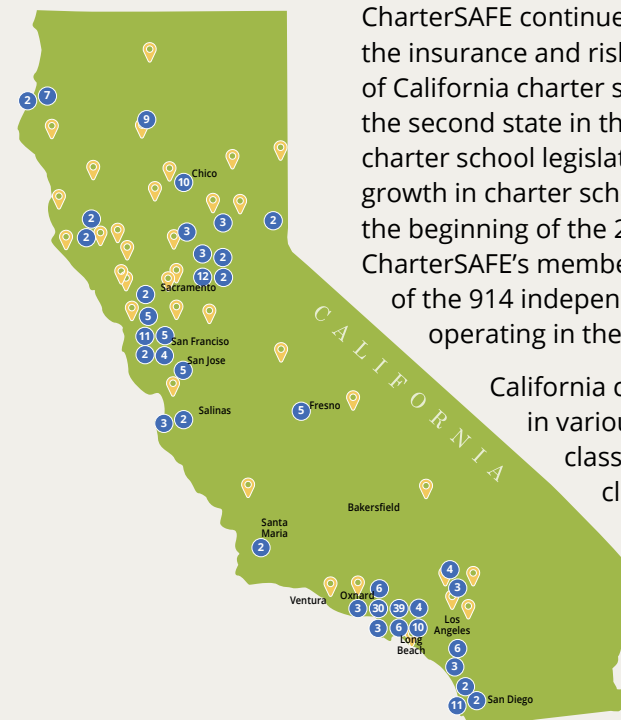


The Multicultural Learning Center (MLC) has been a partner with CharterSAFE for 20 years making us one of the inaugural schools to become a member! In the beginning it was truly a feeling of “charter safety” to join a group of charter schools in this venture so that we could work together to provide our organizations with necessary safeguards. Over time, it became so much more than an insurance policy—but a true partnership. As rules and requirements evolved, so did CharterSAFE, continuously providing us with coverage, learning opportunities, resources for compliance, and private consultation whenever we need it! In addition to the supports and protections, CharterSAFE has been there for us in times of significant challenge—walking us through the steps and literally holding our hand as we navigated things for the first time—or even the second or third time, knowing that we needed the guidance. CharterSAFE staff are always a phone call away and for an organization with so much at stake to serve a community of learners and their families, we rely on and appreciate that CharterSAFE is there for us.



—Gayle Nadler,
Executive Director,
Multicultural
Learning Center

THE CHARTERSAFE COMMUNITY



CharterSAFE continues to lead in meeting the insurance and risk management needs of California charter schools. California, as the second state in the nation to adopt public charter school legislation, has seen significant growth in charter school enrollment. As of the beginning of the 2023–2024 school year, CharterSAFE’s membership represents 30% of the 914 independent charter schools operating in the state.

California charter schools come in various forms, including classroom-based, non-classroom-based, and hybrid models. Our membership encompasses a wide range of institutions, from developing schools to conversion

schools and large charter management organizations. These schools are known for their innovation, offering diverse programs such as foreign language emphasis, performing arts, space exploration, and military-focused curricula. CharterSAFE embraces the entrepreneurial spirit of its members and adjusts its risk management practices supporting their unique endeavors. Moreover, CharterSAFE’s membership extends across the state, serving schools from rural to urban areas. This geographic diversity enables our members to spread property risks effectively and secure competitive coverage and rates.

THE STRENGTH OF A JOINT POWERS AUTHORITY

We, as a Joint Powers Authority (JPA), unite charter schools to collectively manage their shared risks and exposures through self-insurance and group insurance purchasing. Governed by a board of directors comprising of charter school leaders and industry experts, we prioritize our members’ needs as we steward the JPA’s joint funds.

Though JPAs are not insurance companies, we leverage our expertise in insurance to secure excess and reinsurance, guaranteeing coverage for

high-exposure claims. With a proven record, **JPAs such as CharterSAFE remain the most effective method for schools to obtain insurance**, with 99% of traditional public-school districts utilizing JPAs for this purpose.

Within our JPA, members benefit from risk mitigation through shared loss predictability and trend identification. CharterSAFE assists members in implementing tailored risk management and safety techniques specific to charter schools, thereby reducing the likelihood and cost of losses.

Moreover, we provide personalized claims management services, ensuring consistent advocacy for our members throughout the claims process. With our dedicated claims team, we uphold CharterSAFE’s values and prioritize our members’ interests at every stage.

As a member of CharterSAFE, your needs are our top priority. We are committed to safeguarding your interests and advocating for the best outcomes for our membership.

TODAY'S INSURANCE MARKET

We are witnessing a continued hardening of the California insurance market; that means carriers are offering coverage at lower maximum limits with higher premiums and scrutinizing more carefully as to who they insure. You may have already noticed an impact on your personal auto or homeowner's policies. However, the impact on CharterSAFE and its members is modified by the large critical mass we bring to the market. Additionally, the insurance industry views pools as safer and more secure than "stand-alone" schools, allowing CharterSAFE to negotiate cost-effective premiums while maintaining our most important coverages intact, such as Childhood Sexual Assault (CSA), Employment Practices Liability (EPL), and Property insurance.

Even better news: Workers' Compensation rates and costs continue to remain stable. Our proactive efforts in training on CSA prevention and human resources best practices are paying off as we can negotiate much more stable rates when the market is still volatile. We also expect a calming of the cyber liability market for those with strong data protection measures in place.

To secure the highest levels of insurance protection, carriers demand that at least four areas of protection be in place:

1. Multi-factor authentication (MFA)
2. Duplication of data stored in different servers and locations and only accessible via separate credentials outside of Active Directory.
3. Endpoint-to-endpoint encryption (EDR)
4. Staff training (e.g., phishing campaigns and password protection)

As a JPA, CharterSAFE offers purchasing power on a scale that would not be feasible to obtain insurance independently even in the best of markets. We procure the limits necessary to protect against the most expensive claims, ensuring your school is protected with liability limits of \$55M and property coverage at replacement cost. Our coverage meets the most stringent authorizer insurance requirements.

Insurance coverage gaps occur when there is a primary limit in coverage, followed by an uncovered layer before any excess insurance takes effect. These gaps can expose a school to millions of dollars in liabilities, putting its financial stability—and even its existence—at risk. Other gaps may occur in a policy with "exclusions" limiting coverage. We have seen many insurance quotes and policies with both types of coverage gaps.

At CharterSAFE, we ensure that you do not have gaps in coverage. We know the market is putting a lot more schools in jeopardy as Property, EPL, and CSA limits are being reduced by insurance companies.

Gap example:



Another risk is having too low of limits to protect in the event of a high exposure loss.

Low limit example:



Below is a chart of coverages that CharterSAFE provides that are often excluded or not covered through traditional insurance.

Coverage	
Sexual Assault • Directors' and Officers • Employee Dishonesty • IEP • Student Accident • Deadly Weapons	
CharterSAFE <ul style="list-style-type: none"> • Does not exclude prior knowledge • Provides defense for Board members that are named individually in a lawsuit • Provides coverage for embezzlement • Provides IEP defense coverage • Does not exclude contact sports 	The Competition <ul style="list-style-type: none"> • Does not cover authorizers as additional insureds as required by authorizing MOU • Limit Coverage by "prior knowledge" endorsement • No coverage for individual Board members if separately named in a lawsuit • Theft only—no embezzlement • No coverage for IEP • Excludes contact sports



NAVIGATING THE INSURANCE LANDSCAPE

As we look at the current landscape in the hard insurance market, membership in a JPA is more secure than ever. JPAs bring buying power through scale with excess and reinsurance carriers. Individual insurers do not have the capacity to offer the variety of coverages necessary to appropriately protect your school's assets, leaving you with the burden of shopping for multiple products and vendors. At CharterSAFE, we provide a complete package of insurance coverage. Also, the limits and broad coverage provided are critical to protecting your school assets in the event of a severe claim.

CharterSAFE believes our members deserve to make quality, informed decisions on their insurance and risk management services. Here are five crucial questions to ask to guide our members through this hard market:



- 1. Type of Coverage:** What coverage exists for my board of directors, staff, students, and financial assets? Some policies only cover the board; board members can be brought into suits as individuals, and coverage should be extended to them as individuals.
- 2. Coverage Limits and Deductibles:** Are the limits authorizer compliant? Are they enough to cover common types of claims for schools? Each authorizer will have required minimum limits; many insurance companies may not meet these minimum requirements. The size of the school should not determine the size of your limit. A small school can be found liable for nuclear verdicts too. Be careful as to the valuation limits of your property coverage, limits provided for EPL, and CSA limits and exclusions. The Insurance industry is taking away or severely limiting coverage on all these perils.
- 3. Terms, Conditions, and Exclusions:** What is not included, and how does that impact how your school is protected? This helps identify gaps in coverage that might be unexpected and costly if a loss were to occur.
- 4. Stability and Track Record of Insurer:** How long has the insurer written charter school-specific insurance? Do they insure other charter schools?
- 5. Included Services:** What are the risk management, human resources, claim advocacy or claims management, and loss control services offered? What are the cost implications of any additional services offered?

COVERAGES THAT PROTECT

At CharterSAFE, we understand the indispensable role insurance plays in shielding against unforeseen events. Our pride lies in our comprehensive approach, combining self-insurance, commercial insurance, and reinsurance to provide our members with the necessary coverage and limits for safeguarding their financial stability.

Through these integrated measures, we endeavor to mitigate exclusions that could catch our members off guard during challenging times, alleviating the financial strain on their resources. Our goal is to offer peace of mind and steadfast protection, empowering our members to confront challenges with assurance.

Within our insurance framework, a retention layer of self-insurance is integral. Here, smaller claims are covered, enabling us to champion our members' interests and speed up claims resolution cost-effectively. Our experienced claims team wields considerable influence over claims within this layer. Should claims costs surpass this first layer, excess and reinsurance mechanisms come into play. We tirelessly negotiate optimal rates and coverage terms with a spectrum of carriers to ensure the best outcomes for all members.

In today's litigious climate, characterized by soaring jury verdicts, settlements, and the looming threat of property losses such as those seen in the California wildfires, the imperative of adequate insurance limits and coverage cannot be overstated. CharterSAFE offers the following coverages to its members:

- Workers' Compensation and Employer's Liability
- Childhood Sexual Assault Liability
- Auto and General Liability
- Directors and Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- Property
- Terrorism Liability and Property
- Crime
- Pollution/Environmental
- Cyber Liability
- Student Accident
- Volunteer Accident
- Educator's Legal Liability
- Employee Benefits Liability
- Law Enforcement Liability
- Deadly Weapons Protection
- IEP Defense



CHARTERSAFE NATIONAL

As the California insurance market made it more challenging to obtain effective coverage with appropriate limits, CharterSAFE explored options to sustain its offerings at an affordable price. Specifically, it is becoming increasingly difficult to find carriers to provide adequate coverage and limits for CSA. Thus, in June of 2022, CharterSAFE created CharterSAFE National, a nonprofit insurance captive exclusively serving CharterSAFE and our members.

An insurance captive is an insurance company wholly owned and controlled by its insureds (CharterSAFE membership) to provide insurance coverage not available in the traditional market at a reasonable cost. CharterSAFE used this option to provide coverage for the first layer of insured coverage for

CSA. CharterSAFE National continues to be available as an option to other layers of coverage that become unreachable and/or wherein we may want more claims control.

A few advantages of using our captive include:

- Stability in pricing and availability
- Options to work outside the commercial marketplace
- Achieve risk financing objectives
- Increase control over the program and claims
- Potential broader coverage
- Improved cash flow

EMPOWERING CA CHARTER SCHOOLS BEYOND INSURANCE

CharterSAFE stands as the sole JPA exclusively dedicated to serving California charter schools. Your membership grants access to an insurance and risk management program meticulously tailored to address the dynamic needs of California charter schools—it is more than just insurance.

Our expert team specializes in proactively identifying charter school trends, developing, communicating, and supporting members in establishing and implementing safety precautions.

Members benefit from unparalleled accessibility to a team well-versed in human resources, risk management, claims management, loss control, and more. In addition to the risk management support below, our members received emails and calls addressing individual school needs.

At CharterSAFE, we prioritize cultivating personal relationships with our members and collaborating in partnership to address their challenges. Our resources extend beyond traditional insurance support, surpassing the impersonal hotline experience commonly found elsewhere.

CharterSAFE stands by its members before, during, and after an unfortunate event or a claim. Our dedicated team of claim specialists serves as advocates for our members, collaborating with them, third-party claims administrators, and insurers to foster a proactive and collaborative approach to claims handling. Our goal is to educate our members on the claim handling process and ensure they receive the support and assistance they need at every stage. To further educate our members, CharterSAFE's webpage provides additional resources and information regarding the claim process.

In the past year alone, CharterSAFE members have leveraged twelve webinars, participated in 3,544 trainings, received over 725 hours of personalized HR consulting, and accessed 192 hours of risk management support.

SERVICES SPOTLIGHT

Human Resources Certification

CharterSAFE's most utilized service is our human resource consulting. We have two human resource consultants on the team with extensive California experience who guide our members through their employee-related matters. They provide guidance and education until such a time an employment attorney may be recommended. Additionally, they offer personalized training throughout the year.

Completed in 2023, CharterSAFE now offers your staff free professional development by allowing them to earn our Human Resources Certification. Your staff will learn about California charter-specific HR best practices and can earn their CharterSAFE Human Resources Certification in less than one year through ten mandatory courses and two elective courses. These courses are offered online, on-demand, and are self-paced. [Click here](#) to see a list of all our courses.

Risk Control Evaluation

CharterSAFE developed a Risk Control Evaluation process that provides feedback to members regarding their safety and loss control practices. These customized reports complement loss control and safety objectives at member locations. This year, we completed twenty-two customized Risk Control Evaluation reports. We are continuing this endeavor to enhance your knowledge on school hazards and approach to risk management specific to your school site.



CharterSAFE goes well beyond providing risk management services and coverage. They care about our success and ensuring we have a strong knowledge base about what is important to successfully run our organization. When things get rough, they are always there to help us navigate the storm."

— Jayna Gaskell,
Executive Director,
Pivot Charter Schools



Executive Salary Survey

To support the California charter school community, CharterSAFE is conducting another Executive Salary Survey. While compensation consultants typically charge thousands of dollars for a single position salary survey, we are uniquely positioned to collect 2023-2024 data and disseminate a robust report as a free resource for our members.

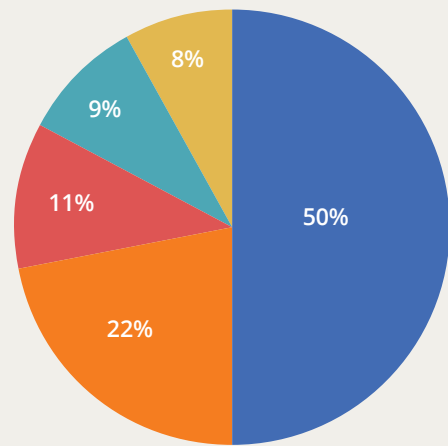
Wildland Fire Risk Assessment Report

With the increased risk of wildfires in California, CharterSAFE took a proactive approach to assist members who were in high-risk wildfire zones. We completed 13 Wildland Fire Risk Assessment reports and communicated with members ways to mitigate their exposure empowering them with actionable insights to enhance their wildfire preparedness and safeguard their school communities.

UNDERSTANDING FREQUENCY AND SEVERITY IN CLAIMS

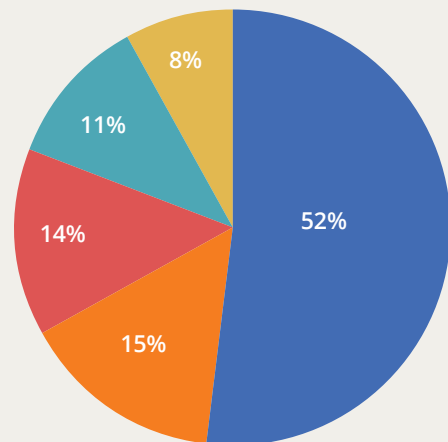
CharterSAFE's deep understanding of the risk trends for charter schools is unsurpassed. When analyzing trends, we examine both frequency and severity. Claim frequency and severity are fundamental concepts in the insurance industry. They serve as crucial metrics for measuring and predicting the level of risk associated with insuring certain types of events or property.

- **Frequency.** Claims of frequency are claims that occur often and are common. They are less in value and resolve more quickly. By identifying these claim trends, CharterSAFE can recommend proactive and realistic strategies to reduce the number of claims at your school.
- **Severity.** Severity are those claims that happen less frequently but are very costly. Less than 20% of claims will account for more than 80% of your dollars. For these claims, CharterSAFE develops mitigation techniques for schools to reduce the chance of these claims occurring as well as mitigation techniques that will help reduce the cost of these claims.



Workers' Compensation Frequency by Cause
Top 5 (PY 2019-2023)

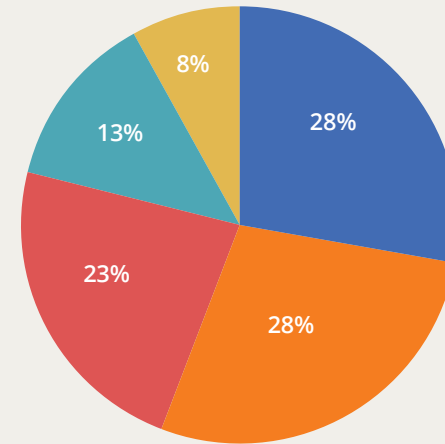
- Slip, Trip, Fall
- Struck or Injured by Student
- Lifting
- Cumulative Trauma
- Stress Exposure



Workers' Compensation Severity by Cause
Top 5 (PY 2019-2023)

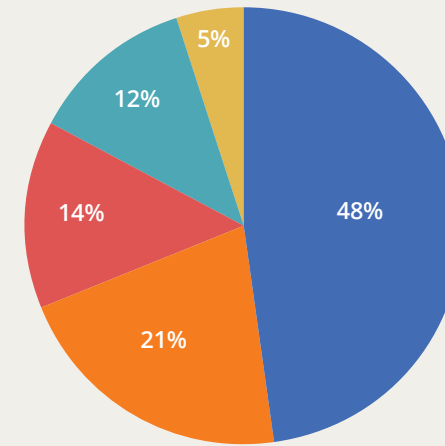
- Slip, Trip, Fall
- Cumulative Trauma
- Lifting
- Stress Exposure
- Struck or Injured by Student

The above graphs show the **top five causes of injuries by frequency of claims reported and the top five causes of injury based on severity** in claim dollars. As shown in the graphs above, the frequency and severity of workers' compensation are closely aligned. Looking at the severity graph, Stress Exposure, although not a highly reported cause of injury, accounts for 11% of claim costs in the top five.



Claim Frequency Property and Liability
Top 5 (PY 2019-2023)

- General Liability
- IEP Due Process Defense Costs
- Commercial Property
- Employment Practices Liability
- Auto (1st Party)



Claim Severity Property and Liability
Top 5 (PY 2019-2023)

- Sexual Abuse
- General Liability
- Employment Practices Liability
- Commercial Property
- IEP Due Process Defense Costs

The above two graphs illustrate the **top five causes of injuries by frequency of claims reported, and the top five causes of injury based on severity** in terms of claim dollars. Notably, Sexual Abuse claims, though infrequent, are severe in nature. As depicted on the above graph, while they account for only 4.1% of reported claims, they constitute a significant 48% of the total incurred.



Employers can reduce stress claims by implementing comprehensive workplace wellness programs and promoting a supportive and open work environment where employees feel comfortable addressing their concerns. Additionally, providing resources for stress management techniques and fostering work-life balance can contribute to mitigating stress-related claims.

TRENDING RISKS AND CHARTERSAFE'S TARGETED SUPPORT

Childhood Sexual Assault

CharterSAFE has identified CSA as a significant risk trend in the past two years. Rightly so! The reporting of these claims is on the rise, accounting for 48% of our loss dollars. It is an undeniable fact that sexual assault is an epidemic demanding our full attention. Since 2010, CharterSAFE and its reinsurers have paid or reserved over \$45,000,000 for CSA claims. Not only is the cost of these claims skyrocketing, but so is the exposure.

On January 1, 2020, AB 218 went into effect, extending the statute of limitations to bring forth a civil claim for CSA from the age of 26 to 40. Consequently, even in charter schools, we have seen an onslaught of reported claims dating back several years making it difficult to investigate.

This past year, the Governor signed Assembly Bill 452, which lifts all statutes of limitations for all CSA claims on a go-forward basis. For CharterSAFE members who have had CSA coverage outside of CharterSAFE, we highly encourage you to locate and retain your coverage records to be prepared in the event of a loss.

We continue to witness large verdicts for these claims impacting the K-12 school community, including precedent with verdicts exceeding \$100M. Verdicts have deemed the school 100% liable while the perpetrator received 0% liability. If any negligence is found, the school is likely to bear the entire cost. Unlike school districts that can go into receivership, charter schools lack protections when verdicts exceed their insurance limits, leaving them particularly vulnerable to closures in these scenarios.

It is more critical than ever that our members report suspected CSA and take every precaution possible to prevent it. These proactive actions not only provide plausible defenses against allegations but can also help negotiate more favorable insurance terms and costs. It should also be noted that law enforcement and the courts are now actively taking legal action against mandated reporters who fail to report.

SUPPORT. CharterSAFE wants to protect the children and help you prevent CSA from occurring at your school. As part of our commitment, we provide a mandatory CSA Prevention Training program for our members' staff. This proactive risk management approach fosters a zero-tolerance culture within our schools, and equips staff with the language, awareness, and confidence to speak up in suspicious situations.

CharterSAFE is dedicated to assisting our members in mitigating this exposure and recommends the following actions:

- If you have not already done so, adopt a robust Staff/Student Interaction Policy (we have a template available), train your staff, and vigorously enforce it.
- Comply with Ed Code 44050, which requires schools to provide parents with a copy of the Staff/Student Interaction Policy (it can be included in the parent handbook) and on your website if you have one, to offer parents, the tools to identify grooming behaviors and other "red flag" indicators. This is a useful tool for parents who are often the first line of defense, especially when they check their child's social media or phone activity.



- Add the mandatory "CharterSAFE: Childhood Sexual Assault Prevention Training" module to your annual staff training. This no-cost training can be accessed through Vector Solutions . When 90% or more of a member's staff completes the training, the \$100,000 deductible is waived.
- Access the voluntary "Boundaries —Sexual Abuse Prevention" training for parents and guardians. Reach out to CharterSAFE for your specific URL and password that your charter school can provide to parents and guardians.
- Take advantage of the STOPit Anonymous Reporting System offered at no cost to our members.

Employment-Related Claims Including Wage & Hour Violations

Most liability for a school arises out of the mishandling of an employment-related situation. Allegations of employment discrimination, wrongful termination, retaliation, and wage and hour violations continue to vex charter schools. As demonstrated in the charts above, claims arising from negligent employment practices account for over 14% of the total incurred over the last 10 years, and the trend is rising.

Like several other lines of insurance, this is another area of coverage in which the insurance marketplace has dwindled and become more restrictive. These claims are exceptionally costly when they involve back wages, unpaid meal, and rest breaks, or payroll processing violations. EPL violations that go undetected for an extended period can cost your school millions. While the coverage is designed to offer defense coverage, it does not pay for fines, penalties, and back wages. The related fines, penalties, and back wages are uninsurable, while deductibles can be substantial, adversely affecting your budget.

SUPPORT. Qualified human resource expertise is an absolute necessity for guidance. CharterSAFE offers no-cost advisory services through our dedicated HR consulting team to help your organization manage personnel.

Cyber

The key elements of cyber risk are breaches of computer networks and the ramifications of unauthorized access to sensitive data. Ransomware is malicious software that invades a computer system and holds the data hostage until a considerable sum of money is paid; this is quite common for schools and many other sectors.

Unfortunately, without proper protection, victims often have no choice but to pay the ransom and try to figure out what data has been compromised. This growing threat has caused insurance carriers to offer minimal to no coverage to those who do not have the required security in place. Underwriting scrutiny will continue, and applications signed by your IT personnel affirming what data protection is in place is required.

SUPPORT. CharterSAFE educates our members on ransomware and the ramifications of unauthorized access to sensitive data. Our Risk Management team stays on top of the changing threats that our schools face.

FINANCIALLY STRONG FOR 20 YEARS

At CharterSAFE, our foremost priority is ensuring your school's funding is maximized for the benefit of students. That is why we keep administrative costs minimal, at only 13% of contributions this year. The remaining 87% goes directly towards providing insurance coverage and support when needed most.

Our multi-year financial records, shown in the chart below, demonstrate our ongoing commitment to financial transparency and operational effectiveness to our members so you can feel certain that your funds could be put to effective use toward your school's mission of educating students. As we know, every dollar counts towards educating children.



Financial Position

Fiscal Year	19/20	20/21	21/22	22/23 Consolidated	23/24 Consolidated Projected
Operating Revenues:					
Member contributions	\$ 26,840,795	\$ 35,419,395	\$ 40,540,627	\$ 47,795,502	\$ 48,250,000
Operating Expenses:					
Net claims expense	\$ 12,530,201	\$ 4,774,351	\$ 14,665,030	\$ 24,196,058	\$ 15,800,000
Excess & reinsurance insurance premium	\$ 11,249,144	\$ 14,311,043	\$ 16,356,660	\$ 21,527,783	\$ 23,617,308
General & administrative	\$ 2,000,313	\$ 2,285,459	\$ 2,642,846	\$ 3,012,476	\$ 2,861,807
Claims administration & risk management	\$ 2,252,418	\$ 2,269,518	\$ 2,806,712	\$ 2,782,073	\$ 3,269,634
Member dividend - COVID Rebate		\$ 482,080	\$ 1,715,002		
Total Operating Expenses:	\$ 28,032,076	\$ 24,122,451	\$ 38,186,250	\$ 51,518,390	\$ 45,548,749
Operating Income (Loss)	\$ (1,191,281)	\$ 11,296,944	\$ 2,354,377	\$ (3,722,888)	\$ 2,701,251
Non-Operating Revenues:					
Interest & miscellaneous income	\$ -	\$ -	\$ 47,145	\$ -	\$ 17,194
Investment income	\$ 827,755	\$ 90,785	\$ (788,683)	\$ 342,587	\$ 1,255,000
Total Non-Operating Income:	\$ 827,755	\$ 90,785	\$ (741,538)	\$ 342,587	\$ 1,272,194
Increase (decrease) in net position	\$ (363,526)	\$ 11,387,729	\$ 1,612,839	\$ (3,380,301)	\$ 3,973,445
Net position, beginning of year	\$ 7,539,431	\$ 7,175,905	\$ 18,563,634	\$ 20,176,473	\$ 16,796,172
Net position, end of year	\$ 7,175,905	\$ 18,563,634	\$ 20,176,473	\$ 16,796,172	\$ 20,769,617
Cash Balance	\$ 6,728,699	\$ 11,220,322	\$ 14,631,167	\$ 19,406,589	\$ 18,400,000
Investments	\$ 25,783,665	\$ 27,992,413	\$ 30,377,105	\$ 32,201,727	\$ 41,025,000
Total Liquid Assets	\$ 32,512,364	\$ 39,212,735	\$ 45,008,272	\$ 51,608,316	\$ 59,425,000
<i>Actuarial Estimated Outstanding Losses— 90% Confidence Level</i>	\$ 29,136,025	\$ 22,946,399	\$ 31,639,308	\$ 48,791,868	\$ 54,000,000
Surplus in Excess of 90% Confidence Level	\$ 5,562,245	\$ 18,581,388	\$ 20,074,323	\$ 6,509,215	\$ 8,525,000

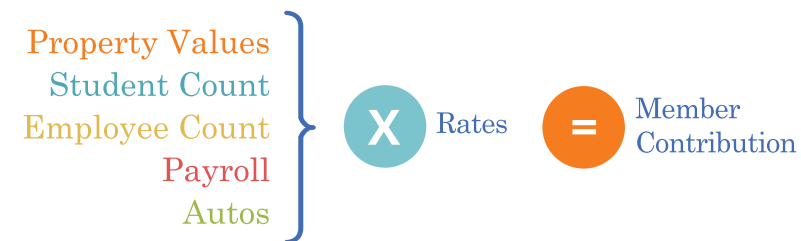
While insurance challenges face many schools, CharterSAFE remains financially prepared to support our members. Through proactive risk management services, we aim to prevent potential issues and guide schools through daily operations. When unexpected situations do arise, our stability ensures members can focus on their core mission of educating students, not financial burdens. As an advocate for charter education, CharterSAFE is committed to helping schools succeed both before, during, and after challenging situations occur.

MEMBER CONTRIBUTION

Member contributions are meticulously determined, considering several factors. These include, but are not limited to, each member’s size, property, scheduled autos, employees, exposures, and loss history. We also consider the members’ ability to implement safety precautions. This comprehensive approach ensures that the members’ contribution for the self-insured layer of coverage is fair and reflective of their specific circumstances. CharterSAFE, under the leadership of Thuy Wong, President and CEO, and John Chino, our insurance broker at Gallagher, diligently negotiates for the best possible rates while maintaining protective coverage.

In summary, member contributions consist of the self-insured layer rate, which is actuarially determined, along with member-specific credits or surcharges based on specific losses and risk management considerations, the excess rates from insurance carriers negotiated for all members and operating costs. There is no commission, consulting fees, or profit margin.

EXPOSURES



An assessment is a security measure triggered when a JPA or the mutual insurance company has insufficient reserves to pay for claims. In our 20-year history, CharterSAFE has never had an assessment! Even so, some opportunistic insurance agents try to use an assessment as an acceptable tactic when soliciting. Within our JPA structure, the possibility of an assessment impacting membership is extremely remote. To minimize any likelihood of an assessment, we proactively put two crucial protections in place:

- 1. Security for “severity” risk** —CharterSAFE has a protected excess and reinsurance structure to hedge risk using multiple highly rated insurers. This layer of coverage protects the JPA in the event of significant loss exposure.
- 2. Security for “frequency” risk** —CharterSAFE’s funding strategy includes a well-funded loss reserve to absorb claims for each annual period and on an aggregated basis over a period of years for open claims. This strategy is designed to protect against a large number of small or medium-sized claims impacting pooled retention.

RESERVES

AON Actuarial Services reliably calculates the recommended funding level for CharterSAFE’s loss reserve each year using CharterSAFE’s comprehensive 20-year historical record. It is compiled and analyzed to ensure adequate funding for the loss experience predicted for the upcoming policy period. This is the same methodology insurance companies use in the traditional marketplace without adding profit, commission, or broker fees.

CharterSAFE, acting as a reliable financial steward on behalf of our members, utilizes the recommended actuarial rate at a 75% confidence level. This rate, also known as the actuary’s 75% certainty of funding, all claims for the year, is used for our pooled retention layer. It covers both short-term and future claims that have been incurred but have not yet been reported. This prudent management of funds serves to safeguard CharterSAFE members from potential assessments.

Finally, we calculate losses for all years, beginning with the first policy period of the JPA (2004-2005) through the present-day funding for past liabilities that will come due. This provides a second look, whereby the actuary revalues the open claims to a 90% confidence factor.

Over the course of our 20-year operation, CharterSAFE has demonstrated financial resilience. We have accumulated \$6.5 M in member equity, even after disbursing current claims and setting aside funds for past and future claims. This has been achieved by adhering to the 90% confidence factor funding requirement as of 6/30/2023, providing a robust financial foundation for CharterSAFE.



761
Insurance Companies
Financially Impaired

1
JPA
Financially Impaired



YOU SPOKE AND WE LISTENED

At CharterSAFE, we're dedicated to actively enhancing our services to meet your needs as a member. By attentively listening to your feedback, we continually adapt to meet your evolving needs. Throughout each policy year, we conduct two surveys to gather insights from our membership base. In the fall, our focus is on gauging your well-being and assessing the efficacy of our support systems. In the spring, we delve deeper, seeking your perspectives on risk management comprehension and school hazards awareness.

Your input remains pivotal in shaping the path of CharterSAFE's services and support. Your voices guide our strategies as we strive to remain responsive to your concerns. Last year, you highlighted areas of emphasis such as social emotional well-being of staff along with safety topics related to student behavior and active shooter. In response, we curated tailored resources, including webinars and training sessions on mental health in the workplace and partnered with some of our vetted vendors on student safety and deadly weapons. We are unwavering in our commitment to providing resources that align precisely with your evolving requirements.

As we move forward, we eagerly anticipate our continued collaboration to ensure the safety and success of all our members. Together, we can navigate challenges, foster resilience, and cultivate environments conducive to growth and achievement.



I think just knowing that you are insuring us takes a big weight off my mind.

CharterSAFE has always provided great support to our school.

I appreciate your availability and willingness to tackle any issue that the school may be experiencing head on.



PARTNERING FOR SCHOOL SUCCESS WITH CHARTERSAFE

Your primary focus should be on student learning, not on becoming an insurance and risk management expert. That is where we step in.

With 20 years of specialized experience in pooled insurance and proactive risk management services tailored specifically for California's charter schools, CharterSAFE understands your unique needs. We are your hands-on partner, offering movement-wide insurance and risk management expertise that schools often lack access to or the budget to afford in-house. It is more than just an insurance policy—it is a membership that provides access to services designed to elevate your school's knowledge in risk management and safety.

Contact our team today for personalized support as your school gears up for the upcoming academic year. Visit the CharterSAFE website at www.chartersafe.org for our contact information and to discover how we can empower you to make informed decisions that align with your organization's needs. Together, let us navigate your insurance coverage and risk management services with confidence, ensuring a smooth and successful journey ahead.





Protecting **Schools.**

Promoting **Safety.**

Customizing **Insurance.**

888.901.0004

chartersafe.org

info@chartersafe.org



2024-2025 Membership Renewal Proposal

Prepared for:

Making Waves Academy

Coverage Effective:

July 01, 2024 at 12:01 AM - July 01, 2025 at 12:00 AM

California Charter Schools Joint Powers Authority

P.O. Box 969, Weimar, CA 95736

Phone: 888.901.0004

www.chartersafe.org

Issued: May 23, 2024 at 12:14 pm

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Hung,

CharterSAFE is pleased to present your membership renewal for the 2024-2025 year. Your membership includes the following:



For a more detailed listing of our member services, please contact **Dan Berry** at dberry@chartersafe.org.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with a California joint powers authority in good standing.

REQUIRED SIGNATURES:

To bind coverage, you must login to the CharterSAFE web portal to complete and sign the Member Renewal Acceptance.

1. Login to the CharterSAFE website at www.CharterSAFE.org using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"

We look forward to working with you in the 2024-2025 year!

Thank you,

The CharterSAFE Team

CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.

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W
SafetyN
WC

MEMBER CONTRIBUTION SUMMARY

Making Waves Academy

Coverage Effective: July 01, 2024 at 12:01 AM - July 01, 2025 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

Workers' Compensation & Employer's Liability Member Contribution	\$173,247.00
Total Member Contribution	\$173,247.00

Member can choose one of two payment options when accepting the proposal online	<p>Payment in Full - \$173,247.00</p> <p>Installment Plan</p> <ul style="list-style-type: none"> • Deposit (25%) - Due Now - \$43,312.00 • 9 Monthly Installments - \$14,437.00
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Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. **CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.**

Proposal Acceptance: Go to www.chartersafe.org and sign on to complete the Member Renewal acceptance.

1. Login to the CharterSAFE website at www.CharterSAFE.org using the Policyholder Account (the same one you used to complete the renewal application)
2. Hover over the Member Portal tab at the top of the page and click on "Member Contribution Form"
3. Checkmark one payment option and electronically sign the "Member Contribution Summary"

By signing online, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

EXPOSURES & LOCATIONS

Mailing Address

4123 Lakeside Drive
 Richmond, CA 94806

Member contributions are calculated based on the exposures listed below, which represent the total sum of all scheduled locations.

Annual Estimated Payroll	\$16,000,000.00
---------------------------------	------------------------

Scheduled Locations and Breakdown of Exposures

<p>Location ID: 18874 Making Waves Academy: 4165 Lakeside Drive</p> <p>Richmond, CA, 94806 Leased/Owned: Leased</p> <p style="text-align: right;">Payroll: 950,155.00</p>	<p>Location ID: 1814 Making Waves Academy: 4123 Lakeside Drive</p> <p>Richmond, CA, 94806 Leased/Owned: Leased</p> <p style="text-align: right;">Payroll: 2,000,000.00</p>
<p>Location ID: 1813 Making Waves Academy: 4131 Lakeside Drive</p> <p>Richmond, CA, 94806 Leased/Owned: Leased</p> <p style="text-align: right;">Payroll: 2,566,563.00</p>	<p>Location ID: 19125 Making Waves Academy: 4145 Lakeside Drive</p> <p>Richmond, CA, 94806 Leased/Owned: Leased</p> <p style="text-align: right;">Payroll: 2,500,000.00</p>
<p>Location ID: 19124 Making Waves Academy: 4155 Lakeside Drive</p> <p>Richmond, CA, 94806 Leased/Owned: Leased</p> <p style="text-align: right;">Payroll: 2,483,282.00</p>	<p>Location ID: 18260 Making Waves Academy: 4175 Lakeside Drive</p> <p>Richmond, CA, 94806 Leased/Owned: Leased</p> <p style="text-align: right;">Payroll: 2,500,000.00</p>
<p>Location ID: 18596 Making Waves Academy: 4285 Lakeside Drive</p> <p>Richmond, CA, 94806 Leased/Owned: Leased</p> <p style="text-align: right;">Payroll: 3,000,000.00</p>	<p>Location ID: 23273 Making Waves Academy: US Gym: 4075 Lakeside Drive</p> <p>Richmond, CA, 94806 Leased/Owned: Leased</p> <p style="text-align: right;">Payroll: 0.00</p>

WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
Workers' Compensation	Statutory	\$0
Employer's Liability	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

Auditable:

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

Coversheet

Approve Gallagher insurance coverages for 2024-25

Section: V. Action Items
Item: R. Approve Gallagher insurance coverages for 2024-25
Purpose: Vote
Submitted by: Hung Mai
Related Material:
Summary of Insurance Coverage for FY24-25 (MWA) - 6.3.24 (Anthony).xlsx
24-25 Making Waves Academy Proposal_without Sports.pdf

BACKGROUND:

Please note that the 2024-25 renewal premiums for the General Liability Packages are currently estimated and not to exceed figures, as we are still awaiting final quotes from the carriers.

Fiscal Impact: \$522,134.42

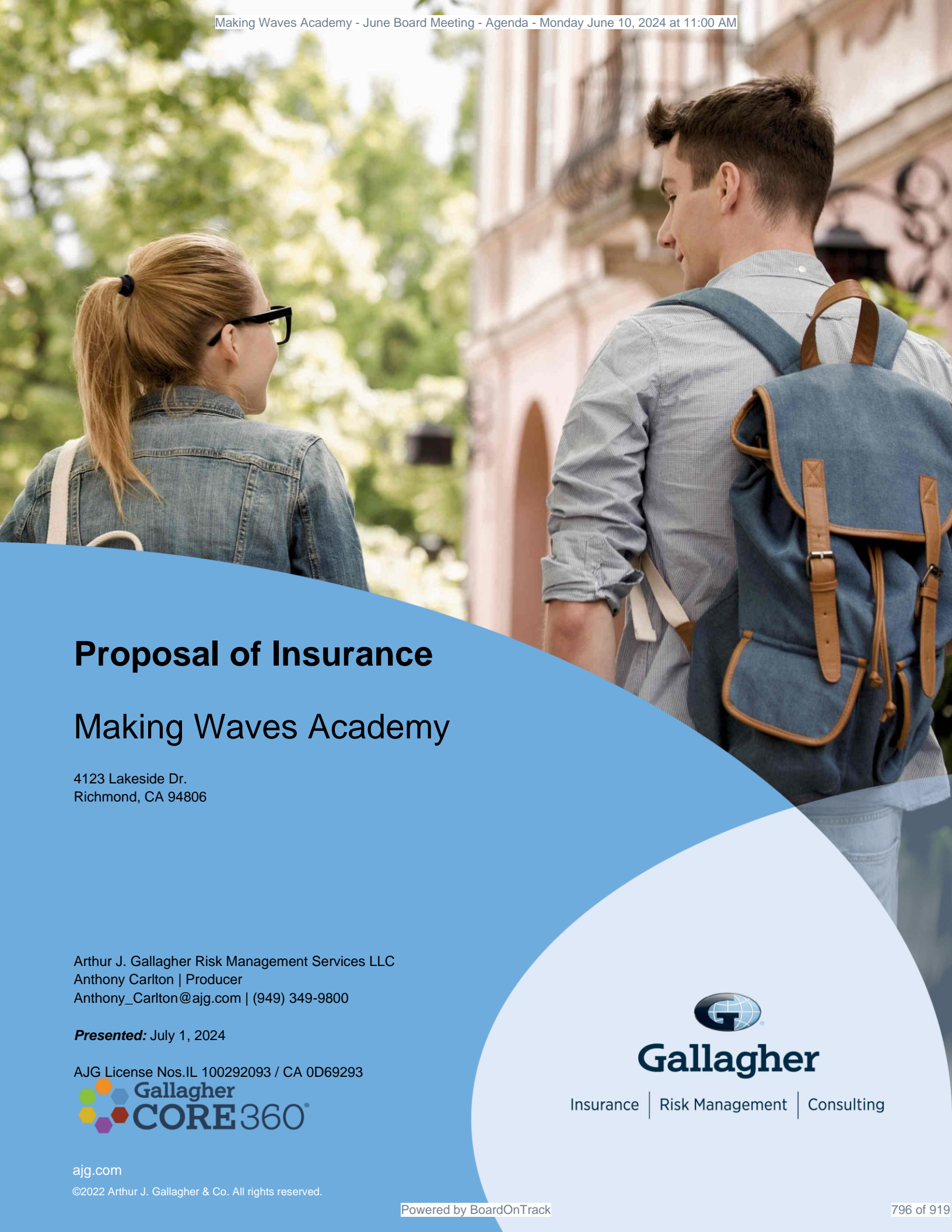
RECOMMENDATION:

To approve the FY2024-25 insurance package.

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](#):

Summary of Insurance Coverage for FY24-25 (MWA) - 6.3.24 (Anthony).xlsx



Proposal of Insurance

Making Waves Academy

4123 Lakeside Dr.
Richmond, CA 94806

Arthur J. Gallagher Risk Management Services LLC
Anthony Carlton | Producer
Anthony_Carlton@ajg.com | (949) 349-9800

Presented: July 1, 2024

AJG License Nos. IL 100292093 / CA 0D69293



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

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- Quote - Ascot Specialty Insurance Company
- Quote - United States Fire Insurance Company
- Quote - Admiral Insurance Company
- Quote - Beazley Excess and Surplus Insurance, Inc.



Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

Service Team	Role	Email	Phone
Anthony Carlton Producer	Producer	Anthony_Carlton@ajg.com	(949) 349-9804 (p)
Stefanie Salazar Client Service Supervisor	Client Service Manager	Stefanie_Salazar@ajg.com	(949) 349-9859 (p)
Karen Durley Client Service Executive	Loss Control Executive	Karen_Durley@ajg.com	

Service Commitment

Account Service

At Gallagher, our goal is to provide you with an exceptional insurance and risk management program delivered by a world class service organization. Gallagher is committed to partnering with our clients to ensure we consistently deliver the highest quality service possible.

Renewals

We use a standard Renewal Timeline and start early to make sure your needs are met and we are able to offer you the most comprehensive and competitively priced insurance program. At each renewal, we will meet with you to establish a renewal game plan, determine how many markets should be approached, discuss pricing in the insurance marketplace, and identify what specific needs must be addressed. We will then approach markets that we feel will offer the best alternatives. These alternatives will be presented at renewal as an option, even if we feel the incumbent program is strongest. We will demonstrate how we have created competition within the marketplace to ensure that you receive the best renewal terms. We make ourselves accountable by working with you to develop a written service schedule that meets your needs. You can track our service by referring to our written service commitment. Service becomes especially important as your type of organization continues to change and prosper. As a top national broker, we have access to over 150 insurance companies and wholesalers. This maximizes your insurance options in any given policy year situation. In addition, our integrity and influence in the marketplace have resulted in excellent relationships with our markets. These factors are especially important to consider as the insurance needs of your organization become more complex and require more sophisticated solutions.

Acquisitions

On request, we will perform an insurance due-diligence review on all products and acquisitions.

Profit Center Premium Allocations

We will provide premium breakdown by entities and/or location schedule.

Automobile Identification Cards

ID cards will be issued upon binding of coverage.

Phone Calls

Phone calls will be returned within one working day of receipt.

Certificates of Insurance

Certificates of Insurance will be issued within one working day of request.

Quarterly Account Review

Quarterly account reviews will include review of claims, exposures, audits, and service.

Claims

Claims will be reported to the company within two working days of receipt, and acknowledgment of receipt will be sent to you. We will follow up with the carrier within ten working days after receipt of a claim. Monthly claim reports will be provided if requested.

Loss Control

We will coordinate all loss control activities between you and the carrier. We recommend that service be provided on a quarterly basis.

Program Structure

Named Insured

<i>Named Insured</i>	<i>Property</i>	<i>Package - (GL/Social Svc/EBL/SML/Auto)</i>	<i>Umbrella</i>	<i>Crime</i>	<i>Educators Legal Liability and Employment Practices Liability</i>	<i>Fiduciary Liability</i>	<i>Excess Directors & Officers/EPL 2M XS 3M</i>	<i>Basic Student Accident</i>
Making Waves Academy	X	X	X	X	X	X	X	X

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<i>Named Insured</i>	<i>CAT Student Accident</i>	<i>Pollution Liability</i>	<i>Deadly Weapons Protection (DWP)</i>	<i>Cyber Liability</i>	<i>Excess SAM</i>	<i>Sports Liability</i>
Making Waves Academy	X	X	X	X	X	X

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.



Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

<i>Line Of Coverage</i>	<i>Insurance Company ** (AM Best Rate/Financial Strength)</i>	<i>Market Response *</i>	<i>Admitted ***</i>
Property	Nonprofits Insurance Alliance Group	Recommended Quote	Admitted
Package - (GL/Social Svc/EBL/SML/Auto)	Nonprofits Insurance Alliance Group (A VIII)	Recommended Quote	Admitted
Umbrella	Nonprofits' Insurance Alliance of CA	Recommended Quote	Admitted
Crime	Hanover Insurance Company (A XV)	Recommended Quote	Admitted
Educators Legal Liability and Employment Practices Liability	Indian Harbor Insurance Company (A+ XV)	Quoted	Non-Admitted
Fiduciary Liability	Travelers Casualty and Surety Co of America (A++ XV)	Recommended Quote	Admitted
Excess Directors & Officers/EPL 2M XS 3M	Ascot Specialty Insurance Company (A XIII)	Recommended Quote	Non-Admitted
Basic Student Accident	United States Fire Insurance Company (A XV)	Recommended Quote	Admitted
CAT Student Accident	Mutual of Omaha Insurance Company (A+ XV)	Recommended Quote	Admitted
Pollution Liability	Admiral Insurance Company (A+ XV)	Recommended Quote	Admitted
Deadly Weapons Protection (DWP)	Beazley Excess and Surplus Insurance, Inc. (A XV)	Recommended Quote	Non-Admitted
Cyber Liability	Underwriters at Lloyd's London (A XV)	Recommended Quote	Non-Admitted
Excess Sexual Abuse and Molestation Liability	Beazley Excess and Surplus Insurance, Inc. (A XV)	Recommended Quote	Non-Admitted
Sports Liability	TBD	TBD	TBD

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the AM Best website at <http://www.ambest.com/ratings>.

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***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.



Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
All Lines of Coverage included in this proposal	1/1	4165 Lakeside Drive Richmond, CA 94806
	2/1	4123 Lakeside Drive Richmond, CA 94806
	3/1	4131 Lakeside Drive Richmond, CA 94806
	4/1	4145 Lakeside Drive Richmond, CA 94806
	5/1	4155 Lakeside Drive Richmond, CA 94806
	6/1	4175 Lakeside Drive Richmond, CA 94806
	7/1	4285 Lakeside Drive Richmond, CA 94806

Full Program Details

Property

Carrier Information	Expiring	Proposed
Policy Term	-	7/1/2024 - 7/1/2025
Carrier	Nonprofits Insurance Alliance Group	Nonprofits Insurance Alliance Group
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Premium Due Upon Receipt	Premium Due Upon Receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$36,548.00	\$38,273.00
TRIA	\$184.00	\$315.00
Minimum Type	None	None
Estimated Cost	\$36,732.00	\$38,273.00

Standard Coverages	Expiring	Proposed
Blanket BPP		\$14,000,000
Business Personal Property - 4165 Lakeside Drive	\$2,000,000	\$2,000,000
Business Personal Property - 4123 Lakeside Drive	\$2,000,000	\$2,000,000
Business Personal Property - 4131 Lakeside Drive	\$1,100,000	\$2,000,000
Business Personal Property - 4145 Lakeside Drive	\$1,150,000	\$2,000,000
Business Personal Property - 4155 Lakeside Drive	\$1,700,000	\$2,000,000
Business Personal Property - 4175 Lakeside Drive	\$1,900,000	\$2,000,000
Business Personal Property - 4285 Lakeside Drive	\$2,700,000	\$2,000,000
Electronic Data Coverage (Data Restoration)	\$100,000	\$100,000
Businessowners Enhancement Endorsement		

Deductibles/SIR	Expiring	Proposed
Inland Marine	\$500	\$500

Valuations	Expiring	Proposed
Actual Cash Value (ACV)		

Endorsements (including but not limited to)
California Changes BP 01 55 07 20
Protective Safeguards BP 04 30 07 13

Endorsements (including but not limited to)
Disclosure Pursuant to Terrorism Risk Insurance Act BP 05 15 12 20
OFAC Policyholder Notice IL P 001 01 04
Businessowners Coverage Form NIAC-BOP-000 01 16
BOP Enhancement Endorsement NIAC-BOP-002 05 20
Businessowners Miscellaneous Inland Marine Coverage NIAC-BOP-003 01 16
International Trade or Economic Sanctions NIAC-BOP-005 01 16
Cap on Losses from Certified Acts of Terrorism NIAC-BOP-009 01 16
Member Criteria NIAC-E003 BOP 08 20

Exclusions (including but not limited to)
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Cyber Incident Exclusion BP 15 60 02 21
Exclusion of Other than Certified Acts of Terrorism NIAC-BOP-021 01 16
Nuclear, Chemical, Biological, and Radioactive Exclusion - With or Without Terrorism NIAC-BOP-NCBR 01 16

Other Significant Terms and Conditions/Restrictions:

Description
<ul style="list-style-type: none"> · A written request to bind coverage must be submitted to our office prior to the proposed effective date. Please use the bind order checklist located on the secure broker website to bind coverage. · Monoline property coverage is not available. Property coverage can only be written in conjunction with General Liability. 2024-25 renewal quote: Same values as expiring policy (\$2ML BPP per location) OPTIONAL BUSINESSOWNERS ENHANCEMENT ENDORSEMENT This form broadens the Businessowners Coverage Form. Please indicate on the bind order checklist if you do not want this coverage bound.

Description	Value	Premium
Golf Cart Club Cart	\$14,194	\$135
2019 Cushman Shuttle Golf Cart	\$13,200	\$125
Golf Cart model # 651395G01	\$14,000	\$133
Golf Cart Model # 651395G01	\$14,000	\$133

Package - General Liability, Business Auto

Carrier Information	Expiring	Proposed
Policy Term	7/1/2024 - 7/1/2025	7/1/2024 - 7/1/2025
Carrier	Nonprofits Insurance Alliance Group	Nonprofits Insurance Alliance Group
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$118,023.00	\$117,428.00
TRIA	Not covered	\$1,047.00
Minimum Type	None	None
Estimated Cost	\$118,023.00	\$117,428.00

Standard Coverages	Expiring	Proposed
General Aggregate Limit	\$3,000,000	\$3,000,000
Products-Completed Operations Aggregate Limit'	\$3,000,000	\$3,000,000
Each Occurrence Limit	\$1,000,000	\$1,000,000
Personal and Advertising Injury	\$1,000,000	\$1,000,000
Damage to Premises Rented to You	\$500,000	\$500,000
Medical Expense	\$20,000	\$20,000
Liquor Liability	\$1,000,000 Agg / \$1,000,000 Common Cause	\$1,000,000 Agg / \$1,000,000 Common Cause
Social Service Professional	\$3,000,000 Agg / \$1,000,000 Event	\$3,000,000 Agg / \$1,000,000 Event
Employee Benefits Liability	\$3,000,000 Agg / \$1,000,000 Occ	\$3,000,000 Agg / \$1,000,000 Occ
Improper Sexual Conduct Limits	\$3,000,000 Agg / \$1,000,000 Occ	\$3,000,000 Agg / \$1,000,000 Occ

Form Type	Expiring	Proposed
Form Type (General Liability)	Occurrence	Occurrence
Retroactive Date (ISC Coverage)	7/1/2022	7/1/2021
Form Type (EBL/ISC)	Claims-Made	Claims-Made

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Business Auto Coverage Part Declarations NIAC-AL-NPO
Commercial General Liability Coverage Part Declarations NIAC-GL-NPO
Commercial Liquor Liability Coverage Part Declarations NIAC-LL-NPO
Improper Sexual Conduct Liability Coverage Part Declarations NIAC-SC-NPO
Business Auto Coverage Schedule SCHEDULE BA 01 80
Commercial General Liability Class Code Schedule SCHEDULE G 01 80
Commercial General Liability Location Schedule SCHEDULE L 01 80
LIABILITY FORMS AND ENDORSEMENTS
Commercial General Liability Coverage Form CG 00 01 04 13
Liquor Liability Coverage Form CG 00 33 04 13
Employee Benefits Liability Coverage CG 04 35 03 05
Additional Insured - Owners, Lessees or Contractors CG 20 10 12 19
Additional Insured - Managers or Lessors of Premises CG 20 11 12 19
Additional Insured - State or Political Subdivisions - Permits CG 20 12 04 13
Additional Insured - Mortgagee, Assignee or Receiver CG 20 18 04 13
Additional Insured - Charitable Institutions CG 20 20 11 85
Additional Insured - Volunteers CG 20 21 07 98
Additional Insured - Designated Person or Organization CG 20 26 12 19
Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease CG 20 34 12 19
Additional Insured - Owners, Lessees or Contractors - Completed Operations CG 20 37 12 19
Cap on Losses from Certified Acts of Terrorism CG 21 70 01 15
Colleges or Schools - Limited Form CG 22 71 12 19
Products/Completed Operations Hazard Redefined CG 24 07 01 96
Common Policy Conditions IL 00 17 11 98
California Changes - Cancellation and Nonrenewal IL 02 70 07 20
Disclosure Of Premium for Certified Acts of Terrorism Coverage IL 09 99 12 20
OFAC Policyholder Notice IL P 001 01 04
Member Criteria NIAC-E003 GL 08 20
Additional Insured - Primary and Non-Contributory-for Designated Person or Organization NIAC-E02 01 17
Naloxone NIAC-E049 SSP 11 23
Fiscal Sponsor Limitation NIAC-E069 GL 02 19
Fiscal Sponsor Limitation NIAC-E069 ISC 02 19
Fiscal Sponsor Limitation NIAC-E069 SSP 02 19
Firearms Sublimit Endorsement NIAC-E123 09 19
Disciplinary Action NIAC-E125 11 19
AI - Designated Person or Organization (CM) NIAC-E132 ISC 05 20
Additional Insured - Designated Person or Organization NIAC-E25 12 15
Waiver of Transfer of Rights of Recovery Against Others NIAC-E26 11 17
Property Damage to Personal Property in the Care, Custody or Control of the Insured NIAC-E28 01 99
Employee Personal Auto Reimbursement NIAC-E29 12 09
Social Service Professional Liability Coverage Form NIAC-E32 01 17
Anti-Stacking Condition NIAC-E342 GL 08 22
Anti-Stacking Condition NIAC-E342 ISC 08 22
Anti-Stacking Condition NIAC-E342 SSP 08 22
Liberalization - GL, SSP, EBL NIAC-E56 01 17

Endorsements (including but not limited to)
Liberalization - ISC NIAC-E57 02 12
Liberalization - LL NIAC-E59 02 12
Volunteer Medical Payments NIAC-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities NIAC-E61 02 19
Water Hazard Liability Sublimit NIAC-E635 SSP 06 24
Fundraiser and Event Endorsement NIAC-E70 03 19
Other Insurance - Coverage C NIAC-E72 01 17
Mental Anguish Endorsement NIAC-E74 03 14
Improper Sexual Conduct and Physical Abuse - Claims Made NIAC-ISCCM 05 20
Nonprofits' OWN Enhancement Endorsement NIAC-NPO-001 05 20
AUTO FORMS AND ENDORSEMENTS
Business Auto Coverage Form CA 00 01 10 13
California Changes CA 01 43 05 17
California Changes - Waiver of Collision Deductible CA 03 05 10 13
CA - Auto Med Pay Coverage CA 04 24 10 13
Waiver of Transfer of Rights of Recovery Against Others to us (Waiver of Subrogation) CA 04 44 10 13
Employee Hired Autos CA 20 54 10 13
Fellow Employee Coverage CA 20 55 10 13
California Uninsured Motorists Coverage - Bodily Injury CA 21 54 11 20
Rental Reimbursement Coverage CA 99 23 10 13
Employees as Insureds CA 99 33 10 13
Social Service Agencies - Volunteers as Insureds CA 99 34 10 13
OFAC Policyholder Notice IL P 001 01 04
California Uninsured Motorists Coverage Selection / Rejection IL U 001 09 03
Anti-Stacking Condition NIAC-E342 BA 08 22
Designated Premises

Exclusions (including but not limited to)
Exclusion - Athletic or Sports Participants CG 21 01 12 19
Access or Disclosure PI Confidential or Personal Information - Exclusion CG 21 06 05 14
Exclusion - Unmanned Aircraft CG 21 09 06 15
Employment-Related Practices Exclusion CG 21 47 12 07
Silica - Exclusion CG 21 96 03 05
Nuclear Energy Liability Exclusion Endorsement (Broad Form) IL 00 21 09 08
Biometric and Personal Information - Exclusion NIAC-E043 GL 11 23
Biometric and Personal Information - Exclusion NIAC-E043 SSP 11 23
Construction - Exclusion NIAC-E053 GL 06 24
Construction - Exclusion NIAC-E053 SSP 06 24
Professional Services - Exclusion NIAC-E078 11 20
Fireworks Exclusion NIAC-E11 GL 09 19
Fireworks Exclusion NIAC-E11 SSP 09 19
Lead Liability - Exclusion NIAC-E120 09 19
Blood Testing Exclusion NIAC-E15 09 20
Communicable Disease - Exclusion NIAC-E180 GL 01 21

Exclusions (including but not limited to)
Communicable Disease - Exclusion NIAC-E180 ISC 01 21
Communicable Disease - Exclusion NIAC-E180 LL 01 21
Communicable Disease - Exclusion NIAC-E180 SSP 01 21
Discrimination Exclusion NIAC-E195 GL 05 21
Asbestos Exclusion NIAC-E22 09 19
Designated Premises or Operations Exclusion NIAC-E27 GL 02 17
Designated Premises or Operations Exclusion NIAC-E27 ISC 01 17
Cyber Incident - Exclusion NIAC-E282 GL 12 21
Cyber Incident - Exclusion NIAC-E282 SSP 12 21
Mold, Fungus Exclusion NIAC-E33 GL 09 19
Mold, Fungus Exclusion NIAC-E33 SSP 09 19
Nuclear, Chemical and Biological Hazard Exclusion NIAC-E42 GL 09 19
Nuclear, Chemical and Biological Hazard Exclusion NIAC-E42 SSP 09 19
Trampoline Bounce House Exclusion NIAC-E5 07 15
Water Hazard Liability - Exclusion NIAC-E636 GL 06 24
Habitability - Exclusion NIAC-E676 SSP 06 24
Improper Sexual Conduct and Physical Abuse Exclusion NIAC-X1 06 18
Exclusion of Terrorism - Auto CA 23 84 10 13
Exclusion of Terrorism - Auto - Involving Nuclear, Biological or Chemical Terrorism CA 23 85 10 13
Communicable Disease - Exclusion NIAC-E180 BA 01 21
General Liability - Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability - Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability - Employment Related Practices Exclusion
General Liability - Liquor Liability Exclusion
General Liability - Aircraft Products Exclusion
General Liability - Professional Liability Exclusion
General Liability - Real Property in Your Care, Custody, and Control Exclusion
General Liability - Absolute Asbestos Exclusion
General Liability - Absolute Lead Exclusion
General Liability - War and Nuclear Hazard
General Liability - Mold / Fungus
EBL - Dishonest, fraudulent, criminal or malicious act or omission
EBL - Bodily Injury or Property Damage or Personal Injury
EBL - Failure of performance of contract
EBL - Failure of any investment to perform as represented by you
EBL - Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits
EBL - Wrongful termination of an employee
EBL - Coercion, demotion, reassignment, discipline or harassment of an employee
EBL - Discrimination against an employee

Auditable Exposures:

Class Code	Description	Exposure	Rate
61227	4165 Lakeside Drive, Richmond, CA 94806	25,274 (a)	\$9,199
47473	4123 Lakeside Drive	109 (t)	\$2,276
47473	4131 Lakeside Drive	52 (t)	\$1,086
47473	4145 Lakeside Drive	148 (t)	\$3,091
47473	4155 Lakeside Drive	154 (t)	\$3,216
47473	4175 Lakeside Drive	300 (t)	\$6,266
47473	4285 Lakeside Drive	372 (t)	\$7,769

Other Significant Terms and Conditions/Restrictions:

Description
<p>GENERAL CONDITIONS</p> <ul style="list-style-type: none"> See the attached Index of Forms. For coverages not quoted, contact your Underwriter. Owned auto is provided in this quote - see attached driver guideline letter. Improper Sexual Conduct and Physical Abuse (ISC) coverage requires background checks for any employees and/or volunteers who have close, regular contact (physical or otherwise) with "high risk" clients (e.g., youth, the elderly, developmentally disabled of any age) in an unsupervised and/or "one-on-one" situation. Verification of compliance with requirements is required within 30 days of binding. ISC coverage is Claims Made and defense costs are included within the ISC limit. Employee Benefits coverage is written on a Claims Made basis. We must write the General Liability in order to write any other line of business. The attached Terrorism Disclosure MUST be delivered to the nonprofit agency. We can only insure 501(c)(3) nonprofits.
<p>SPECIAL CONDITIONS</p> <ol style="list-style-type: none"> We amended the ISC coverage back to our Claims-made from with the original retro date of 7/1/2021. Please send a copy of the declarations page of their current ELL/EPLI policy. <p>Key notes:</p> <ol style="list-style-type: none"> Per mgmt review, we will need to issue a manuscript endorsement (E-27) to the SSP policy to exclude coverage for the educators as they are covered on another policy. This is for coverage clarity intent. Our SSP policy will provide coverage for the services of nurses and counselors but will exclude coverage for educators. The wording for the endorsement will follow after review/approval from our Compliance Dept. After mgmt review we do not want to remove or alter the Athletic Participants exclusion due to their interscholastic sports exposures.

Package – Business Auto

Standard Coverages (Symbol)	Expiring	Proposed
Non-Owned/Hired Auto Liability (1)	\$1,000,000	\$1,000,000
Medical Payments (2)	\$5,000	\$5,000
Uninsured / Underinsured Motorist (2)	\$1,000,000	\$1,000,000
Comprehensive (7, 8)	\$500	\$500
Collision (7, 8)	\$1,000	\$1,000

Additional Coverages	Expiring	Proposed
Hired Auto - Physical Damage	Included	Included
Rental Reimbursement - 30 days at \$50 a day	Included	Included

Optional Coverages	Expiring	Proposed
UM/UIM Optional Limits	\$60,000	\$41
	\$100,000	\$63
	\$250,000	\$101
	\$300,000	\$131
	\$500,000	\$158
	\$1,000,000	\$253

Deductibles/SIR	Expiring	Proposed
Hired Auto - Physical Damage - Comprehensive	\$500	\$500
Hired Auto - Physical Damage - Collision	\$1,000	\$1,000

Endorsements (including but not limited to)
Business Auto Coverage Part Declarations NIAC-AL-NPO
Commercial General Liability Coverage Part Declarations NIAC-GL-NPO
Commercial Liquor Liability Coverage Part Declarations NIAC-LL-NPO
Improper Sexual Conduct Liability Coverage Part Declarations NIAC-SC-NPO
Business Auto Coverage Schedule SCHEDULE BA 01 80
Commercial General Liability Class Code Schedule SCHEDULE G 01 80
Commercial General Liability Location Schedule SCHEDULE L 01 80
LIABILITY FORMS AND ENDORSEMENTS
Commercial General Liability Coverage Form CG 00 01 04 13
Liquor Liability Coverage Form CG 00 33 04 13
Employee Benefits Liability Coverage CG 04 35 03 05
Additional Insured - Owners, Lessees or Contractors CG 20 10 12 19
Additional Insured - Managers or Lessors of Premises CG 20 11 12 19
Additional Insured - State or Political Subdivisions - Permits CG 20 12 04 13
Additional Insured - Mortgagee, Assignee or Receiver CG 20 18 04 13
Additional Insured - Charitable Institutions CG 20 20 11 85
Additional Insured - Volunteers CG 20 21 07 98
Additional Insured - Designated Person or Organization CG 20 26 12 19

Endorsements (including but not limited to)
Additional Insured - Lessor of Leased Equipment - Automatic Status - Lease CG 20 34 12 19
Additional Insured - Owners, Lessees or Contractors - Completed Operations CG 20 37 12 19
Cap on Losses from Certified Acts of Terrorism CG 21 70 01 15
Colleges or Schools - Limited Form CG 22 71 12 19
Products/Completed Operations Hazard Redefined CG 24 07 01 96
Common Policy Conditions IL 00 17 11 98
California Changes - Cancellation and Nonrenewal IL 02 70 07 20
Disclosure Of Premium for Certified Acts of Terrorism Coverage IL 09 99 12 20
OFAC Policyholder Notice IL P 001 01 04
Member Criteria NIAC-E003 GL 08 20
Additional Insured - Primary and Non-Contributory-for Designated Person or Organization NIAC-E02 01 17
Naloxone NIAC-E049 SSP 11 23
Fiscal Sponsor Limitation NIAC-E069 GL 02 19
Fiscal Sponsor Limitation NIAC-E069 ISC 02 19
Fiscal Sponsor Limitation NIAC-E069 SSP 02 19
Firearms Sublimit Endorsement NIAC-E123 09 19
Disciplinary Action NIAC-E125 11 19
AI - Designated Person or Organization (CM) NIAC-E132 ISC 05 20
Additional Insured - Designated Person or Organization NIAC-E25 12 15
Waiver of Transfer of Rights of Recovery Against Others NIAC-E26 11 17
Property Damage to Personal Property in the Care, Custody or Control of the Insured NIAC-E28 01 99
Employee Personal Auto Reimbursement NIAC-E29 12 09
Social Service Professional Liability Coverage Form NIAC-E32 01 17
Anti-Stacking Condition NIAC-E342 GL 08 22
Anti-Stacking Condition NIAC-E342 ISC 08 22
Anti-Stacking Condition NIAC-E342 SSP 08 22
Liberalization - GL, SSP, EBL NIAC-E56 01 17
Liberalization - ISC NIAC-E57 02 12
Liberalization - LL NIAC-E59 02 12
Volunteer Medical Payments NIAC-E60 07 12
Additional Insured - Primary and Non-Contributory Endorsement for Public Entities NIAC-E61 02 19
Water Hazard Liability Sublimit NIAC-E635 SSP 06 24
Fundraiser and Event Endorsement NIAC-E70 03 19
Other Insurance - Coverage C NIAC-E72 01 17
Mental Anguish Endorsement NIAC-E74 03 14
Improper Sexual Conduct and Physical Abuse - Claims Made NIAC-ISCCM 05 20
Nonprofits' OWN Enhancement Endorsement NIAC-NPO-001 05 20
AUTO FORMS AND ENDORSEMENTS
Business Auto Coverage Form CA 00 01 10 13
California Changes CA 01 43 05 17
California Changes - Waiver of Collision Deductible CA 03 05 10 13
CA - Auto Med Pay Coverage CA 04 24 10 13
Waiver of Transfer of Rights of Recovery Against Others to us (Waiver of Subrogation) CA 04 44 10 13
Employee Hired Autos CA 20 54 10 13

Endorsements (including but not limited to)
Fellow Employee Coverage CA 20 55 10 13
California Uninsured Motorists Coverage - Bodily Injury CA 21 54 11 20
Rental Reimbursement Coverage CA 99 23 10 13
Employees as Insureds CA 99 33 10 13
Social Service Agencies - Volunteers as Insureds CA 99 34 10 13
OFAC Policyholder Notice IL P 001 01 04
California Uninsured Motorists Coverage Selection / Rejection IL U 001 09 03
Anti-Stacking Condition NIAC-E342 BA 08 22

Exclusions (including but not limited to)
Exclusion - Athletic or Sports Participants CG 21 01 12 19
Access or Disclosure PI Confidential or Personal Information - Exclusion CG 21 06 05 14
Exclusion - Unmanned Aircraft CG 21 09 06 15
Employment-Related Practices Exclusion CG 21 47 12 07
Silica - Exclusion CG 21 96 03 05
Nuclear Energy Liability Exclusion Endorsement (Broad Form) IL 00 21 09 08
Biometric and Personal Information - Exclusion NIAC-E043 GL 11 23
Biometric and Personal Information - Exclusion NIAC-E043 SSP 11 23
Construction - Exclusion NIAC-E053 GL 06 24
Construction - Exclusion NIAC-E053 SSP 06 24
Professional Services - Exclusion NIAC-E078 11 20
Fireworks Exclusion NIAC-E11 GL 09 19
Fireworks Exclusion NIAC-E11 SSP 09 19
Lead Liability - Exclusion NIAC-E120 09 19
Blood Testing Exclusion NIAC-E15 09 20
Communicable Disease - Exclusion NIAC-E180 GL 01 21
Communicable Disease - Exclusion NIAC-E180 ISC 01 21
Communicable Disease - Exclusion NIAC-E180 LL 01 21
Communicable Disease - Exclusion NIAC-E180 SSP 01 21
Discrimination Exclusion NIAC-E195 GL 05 21
Asbestos Exclusion NIAC-E22 09 19
Designated Premises or Operations Exclusion NIAC-E27 GL 02 17
Designated Premises or Operations Exclusion NIAC-E27 ISC 01 17
Cyber Incident - Exclusion NIAC-E282 GL 12 21
Cyber Incident - Exclusion NIAC-E282 SSP 12 21
Mold, Fungus Exclusion NIAC-E33 GL 09 19
Mold, Fungus Exclusion NIAC-E33 SSP 09 19
Nuclear, Chemical and Biological Hazard Exclusion NIAC-E42 GL 09 19
Nuclear, Chemical and Biological Hazard Exclusion NIAC-E42 SSP 09 19
Trampoline Bounce House Exclusion NIAC-E5 07 15
Water Hazard Liability - Exclusion NIAC-E636 GL 06 24
Habitability - Exclusion NIAC-E676 SSP 06 24
Improper Sexual Conduct and Physical Abuse Exclusion NIAC-X1 06 18
Exclusion of Terrorism - Auto CA 23 84 10 13

Exclusions (including but not limited to)
Exclusion of Terrorism - Auto - Involving Nuclear, Biological or Chemical Terrorism CA 23 85 10 13
Communicable Disease - Exclusion NIAC-E180 BA 01 21
Excluded Drivers
Expected or Intended Injury
Contractual
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
Terrorism

Covered Autos:

Symbol	Symbol Name	Description of Covered Auto Designation Symbols
1	Any Auto	
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault	Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject To A Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.

Covered Autos:

Symbol	Symbol Name	Description of Covered Auto Designation Symbols
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Vehicles:

Veh#	Year	Make Model	VIN	Rating Class
1	2013	Ford / Econoline Wagon	3605	6451

Other Significant Terms and Conditions/Restrictions:

Description
<p>GENERAL CONDITIONS</p> <ul style="list-style-type: none"> · See the attached Index of Forms. · For coverages not quoted, contact your Underwriter. · Owned auto is provided in this quote - see attached driver guideline letter. · Improper Sexual Conduct and Physical Abuse (ISC) coverage requires background checks for any employees and/or volunteers who have close, regular contact (physical or otherwise) with "high risk" clients (e.g., youth, the elderly, developmentally disabled of any age) in an unsupervised and/or "one-on-one" situation. Verification of compliance with requirements is required within 30 days of binding. ISC coverage is Claims Made and defense costs are included within the ISC limit. · Employee Benefits coverage is written on a Claims Made basis. · We must write the General Liability in order to write any other line of business. · The attached Terrorism Disclosure MUST be delivered to the nonprofit agency. · We can only insure 501(c)(3) nonprofits. <p>SPECIAL CONDITIONS</p> <ol style="list-style-type: none"> 1. We amended the ISC coverage back to our Claims-made from with the original retro date of 7/1/2021. 2. Please send a copy of the declarations page of their current ELL/EPLI policy. <p>Key notes:</p> <ol style="list-style-type: none"> 1. Per mgmt review, we will need to issue a manuscript endorsement (E-27) to the SSP policy to exclude coverage for the educators as they are covered on another policy. This is for coverage clarity intent. Our SSP policy will provide coverage for the services of nurses and counselors but will exclude coverage for educators. The wording for the endorsement will follow after review/approval from our Compliance Dept. 2. After mgmt review we do not want to remove or alter the Athletic Participants exclusion due to their interscholastic sports exposures.

Umbrella

<i>Carrier Information</i>	<i>Expiring</i>	<i>Proposed</i>
Policy Term	7/1/2023 – 7/1/2024	7/1/2024 - 7/1/2025
Carrier	Nonprofits' Insurance Alliance of CA	Nonprofits' Insurance Alliance of CA
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$63,606.00	\$65,830.00
TRIA	Not Covered	\$3,336.00
Minimum Type	None	None
Estimated Cost	\$63,606.00	\$65,830.00

Standard Coverages	Expiring	Proposed
General Liability	\$5,000,000	\$5,000,000
Social Service Professional Liability	\$2,000,000	\$2,000,000

Additional Coverages	Expiring	Proposed
Aggregate Limits Follow Form Underlying Policies		

Form Type	Expiring	Proposed
Form Type	Occurrence	Occurrence
Retroactive Date	N/A	N/A
Pending & Prior Date	N/A	N/A
Continuity Date	N/A	N/A

Endorsements (including but not limited to)
Schedule A - Schedule of Underlying Insurance SCHEDULE A 01 80
Cap on Losses for Certified Acts - Terrorism Coverage CU 21 30 01 15
Disclosure Of Premium For Certified Acts of Terrorism IL 09 99 12 20
OFAC Policyholder Notice IL P 001 01 04
Member Criteria NIAC-E003 UMB 08 20
Commercial Umbrella Policy UMB-100 05 21

Exclusions (including but not limited to)
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Products Recall

Exclusions (including but not limited to)
Employment Related Practices Exclusion
Total Pollution Exclusion
Professional Liability Exclusion
Retained Limit
Exclusion of Certified Acts of Terrorism - Social Services Professional Underlying Coverage Only CU 21 33 s 01 15
AI - ISCPA - Exclusion NIAC-E133 UMB 05 20
Claims Made & Prior Acts Exclusion NIAC-E140 UMB 08 20
Communicable Disease - Exclusion NIAC-E180 UMB 01 21
Workers' Compensation - Exclusion NIAC-E253 UMB 08 21
Nuclear, Chemical and Biological Hazard Exclusion NIAC-E42 UMB 09 19
Privacy Liability and Cyber Coverage Exclusion UMB 231 06 16
Medical Payments Exclusion UMB 232 06 16
Employers' Liability Exclusion UMB61 05 13
Directors & Officers
Liquor Liability
Employee Benefits Liability

Underlying Policies:

Coverage	Description	Limit	Carrier Name	Effective Date	Expiration Date
General Liability	Each Occurrence Limit	--		7/1/2024	7/1/2025
Social Service Professional Liability		--		7/1/2024	7/1/2025
Improper Sexual Conduct		--		7/1/2024	7/1/2025

Other Significant Terms and Conditions/Restrictions:

Description
<ul style="list-style-type: none"> - A written request to bind coverage must be submitted to our office prior to the proposed effective date. Please use the bind order checklist located on the secure broker website to bind coverage. - Follow Form Uninsured/Underinsured Motorist is not available.
<ol style="list-style-type: none"> 1. We are offering \$5ML limits over the GL coverage only per their contractual requirement. \$2ML limits over all other lines. 2. We will need to do a manuscript endorsement to issue the Umberlla policy with \$2ML following form Auto

Crime

<i>Carrier Information</i>	<i>Expiring</i>	<i>Proposed</i>
Policy Term	7/1/2023 – 7/1/2024	7/1/2024 - 7/1/2025
Carrier	Hanover Insurance Company	Hanover Insurance Company
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$4,500.00	\$4,500.00
Minimum Type	None	None
Estimated Cost	\$4,500.00	\$4,500.00

Standard Coverages	Expiring	Proposed
Insuring Agreement		
A. Fidelity 1. Employee Theft	\$1,000,000	\$1,000,000
B. Forgery or Alteration	\$1,000,000	\$1,000,000
C. Premises Coverage	\$1,000,000	\$1,000,000
D. Transit Coverage	\$1,000,000	\$1,000,000
E. Computer Crime		
1. Computer Fraud	\$1,000,000	\$1,000,000
2. Restoration Expense	\$50,000	\$50,000
F. Funds Transfer Fraud	\$1,000,000	\$1,000,000
G. Credit, Debit or Charge Card Fraud	\$1,000,000	\$1,000,000
J. Investigative Expense	\$15,000	\$15,000
Telephone Toll Charges	\$100,000	\$100,000

Deductibles/SIR	Expiring	Proposed
Insuring Agreement		
Retention - A. Fidelity 1. Employee Theft	\$10,000	\$10,000
Retention - B. Forgery or Alteration	\$10,000	\$10,000
Retention - C. Premises Coverage	\$10,000	\$10,000
Retention - D. Transit Coverage	\$10,000	\$10,000
Retention - E. Computer Crime		
Retention - 1. Computer Fraud	\$10,000	\$10,000
Retention - 2. Restoration Expense	\$1,500	\$1,500
Retention - F. Funds Transfer Fraud	\$10,000	\$10,000
Retention - G. Credit, Debit or Charge Card Fraud	\$10,000	\$10,000
Retention - Telephone Toll Charges	\$10,000	\$10,000

Form Type	Expiring	Proposed
Form Type	Crime: Claims-Made	Crime: Claims-Made

Definition Of Claim:
Claim shall have the meaning as defined in the applicable Coverage Part.

Run Off Provisions:
Refer to policy forms

Incident/Claim Reporting Provision:
Refer to policy forms

Claims Made Disclaimer:
Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
Common Policy Declarations - 904-1002 05/18
Common Policy Terms And Conditions - 904-1001 10/15
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders - 904-7100 PHN 01/14
Privacy Policy And Producer Compensation Practices Disclosures-Privacy Disclosure - 904-7107 PHN 12/14
Schedule Of Forms - 904-1025 01/14
California State Amendatory Endorsement - 904-6007 01/14
Crime Coverage Part Declarations - 908-1002 01/14
Crime Coverage Part - 908-1001 10/15
Advantage Plus - Crime Version 1192 - 908-1192 09/18
Amend Definition Of Employee (Days After Termination) - 908-3087 10/15

Exclusions (including but not limited to)
Third Party Employee Dishonesty
Government Action Exclusion
Accounting or Arithmetic Errors
Voluntary Parting of Property
Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records
Any theft or criminal act committed by a partner of the insured
Employee Dishonesty (does not apply to Employee Theft Coverage)
False Pretenses Exclusion - 908-4124 09/18
Cyber Extortion Exclusion - 908-4194 01/22
Computer Fraud and Funds Transfer Fraud Exclusion (False Pretenses) - 908-4195 01/22

Other Significant Terms and Conditions/Restrictions:

Description
This is a Claims-Made Coverage with Defense Expenses Included in the Limit of Liability

Educators Legal Liability and Employment Practices Liability

<i>Carrier Information</i>	<i>Expiring</i>	<i>Proposed</i>
Policy Term	7/1/2024 - 7/1/2025	7/1/2024 - 7/1/2025
Carrier	Indian Harbor Insurance Company	Indian Harbor Insurance Company
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$34,168.00	\$52,503.00
- Policy Fee	\$245.00	\$245.00
Stamping Office Fee	\$1,032.39	
Surplus Lines Taxes	\$61.94	
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount	25.00%	25.00%
Minimum Amount Text	or Greater of \$1,500	or Greater of \$1,500
Estimated Cost	\$35,507.33	\$52,748.00

Standard Coverages	Expiring	Proposed
Educators Legal Liability	\$3,000,000	\$1,000,000
Employment Practices Liability	\$3,000,000	\$1,000,000
Policy Aggregate	\$3,000,000	\$1,000,000
Defense Reimbursement Payments	\$50,000	\$50,000
Defense Reimbursement Payments Aggregate	\$100,000	\$100,000
Combined Single Limit (Optional Increased Limits)	-	\$2,000,000
Combined Single Limit (Optional Increased Limits)	-	\$3,000,000

Deductibles/SIR	Expiring	Proposed
Retention - Educators Legal Liability - Each Claim Including LAE	\$25,000	\$25,000
Retention - Employment Practices Liability - Each Claim Including LAE	\$50,000	\$100,000
Retention - Defense Reimbursement Payments - Each Claim Including LAE	\$25,000	\$25,000
Retention - Punitive Damages		See Retentions Above
Retention - Personal Injury		See Retentions Above
Retention - Third Party Wrongful Acts		See Retentions Above
Retention - Back Pay / Front Pay		See Retentions Above
Retention - Non-Monetary Relief		See Retentions Above
Retention - Loss of Earnings		See Retentions Above

Form Type	Expiring	Proposed
Form Type		Educators Legal Liability and Employment Practices Liability - Claims Made
Retroactive Date		Educators Legal Liability and Employment Practices Liability - Full Prior Acts

Definition Of Claim:

Refer To Policy Form.

Run Off Provisions:

Refer To Policy Form.

Incident/Claim Reporting Provision:

Refer To Policy Form.

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

Import Information to Policyholders - California - PN CA02 01 17
Notice to Policyholder - California Surplus Lines Important Notice - PN CA05 01 20
Notice to Policyholders - Fraud Notice - PN CW 01 01 22
Notice to Policyholders - Privacy Policy - PN CW02 01 19
Notice to Policyholders - U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") - PN CW05 05 19
Educators Liability and Employment Practices Liability Declarations - PGU ELL 2000 08 19
In Witness - ILMP 9104 0314 IHIC 03 14
Schedule of Policy Forms and Endorsements - PGU 2002 04 17
Educators Liability and Employment Practices Liability Insurance Policy - PGU ELL 2001 04 17
Minimum Earned - PGU 1052 (ELL) 04 17
Harassment / Bullying Coverage - PGU ELL 1120 04 17
Service of Process - XL-CASOP 11 10

Exclusions (including but not limited to)

US Professional Indemnity - Cyber Exclusion - PGU 1133 01 22
Consumer Protection Laws Exclusion Endorsement - PGU 1140 11 23

Fiduciary Liability

Carrier Information	Expiring	Proposed
Policy Term	-	7/1/2024 - 7/1/2025
Carrier	Travelers Casualty and Surety Co of America	Travelers Casualty and Surety Co of America
A.M. Best Rating	A++ XV	A++ XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$1,381.00	\$1,381.00
Minimum Type	None	None
Estimated Cost	\$1,381.00	\$1,381.00

Standard Coverages	Expiring	Proposed
Per Occurrence Limit	\$1,000,000	\$1,000,000

Additional Coverages	Expiring	Proposed
Settlement Program Limit of Liability:	\$250,000	\$250,000
HIPAA Limit of Liability:	\$1,000,000	\$1,000,000

Deductibles/SIR	Expiring	Proposed
Fiduciary Retention	\$0	\$0
Settlement Program Retention:	\$N/A Fiduciary retention for each Settlement Program Notice under Insuring Agreement B.	\$N/A Fiduciary retention for each Settlement Program Notice under Insuring Agreement B.

Defense Limitations	Expiring	Proposed
Additional Defense Limit	N/A	N/A

Form Type	Expiring	Proposed
Form Type	Claims-Made	Claims-Made
Pending & Prior Date	7/1/2022	7/1/2022
Continuity Date	7/1/2022	7/1/2022

Definition Of Claim:
<p>B. Claim means:</p> <ol style="list-style-type: none"> 1. a written demand for monetary damages or non-monetary relief; 2. a civil proceeding commenced by service of a complaint or similar pleading; 3. a criminal proceeding commenced by filing of charges; 4. a formal administrative or regulatory proceeding commenced by filing of a notice of charges, formal investigative order, service of summons or similar document, including a fact-finding investigation by the Department of Labor, the Pension Benefit Guaranty Corporation, or a similar government agency that is located outside of the United States, including, in the United Kingdom, the Pensions Ombudsmen appointed by the Secretary of State for Social Services or by the Occupational Pensions Regulatory Authority, or any successor body thereto;

Definition Of Claim:

5. an arbitration, mediation or similar alternative dispute resolution proceeding if the Insured is obligated to participate in such proceeding or if the Insured agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or

6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding; against an Insured for a Wrongful Act. A Claim is deemed to be made on the earliest date that any Executive Officer first receives written notice of such Claim. However, if any Insured Person who is not an Executive Officer first receives written notice of a Claim during the Policy Period, but no Executive Officer receives written notice of such Claim until after the Policy Period has expired, then such Claim will be deemed to have been made on the date such Insured Person first received written notice of the Claim.

Run Off Provisions:

Run-Off Extended Reporting Period for Liability Coverages:
 Additional Premium Percentage: N/A
 Additional Months: N/A

Extended Reporting Period for Liability Coverages:
 Additional Premium Percentage: 75%
 Additional Months: 12

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (60) days of the expiration date. The cost of this extended reporting period is 75%% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (365) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)
FRI-2001-0109 Fiduciary Liability Declarations Page
FRI-3001-0109 Fiduciary Liability Policy
ACF-4031-0211 California Punitive Damages Amendatory Endorsement
ACF-7006-0511 Removal of Short-Rate Cancellation Endorsement
AFE-19029-0719 Cap On Losses From Certified Acts Of Terrorism Endorsement
AFE-19030-0920 Federal Terrorism Risk Insurance Act Disclosure Endorsement
FRI-19115-0617 State Inconsistency Endorsement
FRI-19148-0323 Remove Acquisitions Condition Threshold Endorsement
LIA-10001-0610 Settlement Condition Endorsement
LIA-19002-1111 Advancement of the Retention Endorsement
LIA-19030-0712 Non-Rescindability and Non-Imputation Endorsement
LIA-19097-0315 Global Coverage Compliance Endorsement
LIA-19109-0415 Amend Change of Control and Extended Reporting Period Conditions Endorsement
LIA-19176-0323 Amend Acquisitions Condition Endorsement
LIA-3001-0109 Liability Coverage Terms and Conditions
LIA-5004-1107 California Cancellation and Nonrenewal Endorsement
LIA-7115-0911 Amend Definition of Subsidiary Endorsement

Endorsements (including but not limited to)

LIA-7116-0109 Amend Insured's Duties In Event of a Claim Condition Endorsement -- Replace Executive Officer Designation

Exclusions (including but not limited to)

FRI-19083-0713 Delete Pollution Exclusion Endorsement

Excess Directors & Officers/EPL 2M XS 3M

Carrier Information	Expiring	Proposed
Policy Term	-	7/1/2024 - 7/1/2025
Carrier	-	Ascot Specialty Insurance Company
A.M. Best Rating	-	A XIII
Admitted/Non-Admitted	-	Non-Admitted
Payment Plan	-	All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated.
Payment Method	-	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	-	\$26,000.00
Surplus Lines Tax	-	\$780.00
Stamping Office Fee	-	\$46.80
Minimum Type	-	None
Estimated Cost	-	\$26,826.80

Standard Coverages	Expiring	Proposed
Aggregate Limit of Liability - for all Loss combined, including Defense Costs	-	\$2,000,000 excess of \$3,000,000

Defense Limitations	Expiring	Proposed
Excess Directors & Officers/EPL 2M XS 3M	-	Defense Costs included in the limit of Liability

Form Type	Expiring	Proposed
Form Type	-	Claims Made
Pending & Prior Date	-	Inception

Definition Of Claim:
Refer to Policy Form

Run Off Provisions:
Refer to Policy Form

Incident/Claim Reporting Provision:
Refer to Policy Form

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Endorsements (including but not limited to)

Ascot Apex Excess Follow Form Policy - EXE-P001-1219-00
CA Surplus Lines Notice - INT- N0001 D2 CA 01 23
Excess Follow Form Declarations Page - EXE-D001-1219-00
Excess Follow Form Insurance Policy - EXE-P001-1219-00
Schedule of Forms / Endorsements - EXE-E001-1219-00
Economic Sanctions Endorsement - EXE-C001-1219-00
Service of Suit ASIC - EXE-C010-1219-00
Policyholder Terrorism Disclosure
ASIC Signature Page - EXE-C006-1219-00

Underlying Policies:

Coverage	Description	Limit	Carrier Name	Effective Date	Expiration Date
Followed Policy	Limit	\$3,000,000	Professional Government Underwriters, LLC	7/1/2024	7/1/2025
Underlying Policy Insurer	Underlying Limit	\$3,000,000	Professional Government Underwriters, LLC	7/1/2024	7/1/2025

Basic Student Accident

<i>Carrier Information</i>	<i>Expiring</i>	<i>Proposed</i>
Policy Term	-	7/1/2024 - 7/1/2025
Carrier	Mutual of Omaha Insurance Company	United States Fire Insurance Company
A.M. Best Rating	A+ XV	A XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	Payment due upon receipt	Payment due upon receipt
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$1,877.00	\$1,877.00
Minimum Type	None	None
Estimated Cost	\$1,877.00	\$1,877.00

Standard Coverages	Expiring	Proposed
Plan Maximum1		
per student injury/accident maximum	\$50,000	\$50,000
per camper/volunteer injury maximum	\$25,000	\$25,000
Benefit Period	104 weeks from the date of the covered accident	104 weeks from the date of the covered accident
Accidental Death Benefit	\$15,000	\$15,000
Accidental Dismemberment Benefit	\$30,000	\$30,000
Daily Room & Board	Usual & Reasonable Charges	Usual & Reasonable Charges
Intensive Care Room & Board	Usual & Reasonable Charges	Usual & Reasonable Charges
Miscellaneous Services During Hospital Confinement	Usual & Reasonable Charges	Usual & Reasonable Charges
Emergency Room – Outpatient	Usual & Reasonable Charges	Usual & Reasonable Charges
Doctor’s Services – Surgery	Usual & Reasonable Charges	Usual & Reasonable Charges
Doctor’s Services – Anesthesia	Usual & Reasonable Charges	Usual & Reasonable Charges
Doctor’s Visits	Usual & Reasonable Charges	Usual & Reasonable Charges
Consultants	Usual & Reasonable Charges	Usual & Reasonable Charges
Laboratory & X-Ray Services	Usual & Reasonable Charges	Usual & Reasonable Charges
Physiotherapy – In Hospital/Out of Hospital	Usual & Reasonable Charges	Usual & Reasonable Charges
Registered or Licensed Nurse	Usual & Reasonable Charges	Usual & Reasonable Charges
Ambulance	Usual & Reasonable Charges	Usual & Reasonable Charges
Orthopedic Appliances	Usual & Reasonable Charges	Usual & Reasonable Charges
Outpatient Drugs and Medication	Usual & Reasonable Charges	Usual & Reasonable Charges
Eyeglasses, Contacts Lenses or Hearing Aid Replacement	Usual & Reasonable Charges	Usual & Reasonable Charges
Dental Services	Usual & Reasonable Charges & \$1,000 Deferred Dental	Usual & Reasonable Charges & \$1,000 Deferred Dental

Deductibles/SIR	Expiring	Proposed
Deductible - per Injury Deductible	\$0	\$0

Deductibles/SIR	Expiring	Proposed
Deductible - per Injury Max.	\$50,000	\$50,000

Form Type	Expiring	Proposed
Form Type	Basic Student Accident	Basic Student Accident
Retroactive Date	N/A	N/A
Pending & Prior Date	N/A	N/A
Continuity Date	N/A	N/A

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Exclusions (including but not limited to)

Benefits will not be paid for a Covered Person's loss which:

1. Is caused by or results from the Covered Person's own:

(a) Intentionally self-inflicted Injury, suicide or any attempt thereat. (In Missouri this applies only while sane.);

(b) Voluntary self-administration of any drug or chemical substance not prescribed by, and taken according to the directions of, a doctor (Accidental ingestion of a poisonous substance is not excluded.);

(c) Commission or attempt to commit a felony;

(d) Participation in a riot or insurrection;

(e) Driving under the influence of a controlled substance unless administered on the advice of a doctor; or

(f) Driving while Intoxicated. "Intoxicated" will have the meaning determined by the laws in the jurisdiction of the geographical area where the loss occurs;

2. Is caused by or results from:

(a) Declared or undeclared war or act of war;

(b) An Accident which occurs while the Covered Person is on active duty service in any Armed Forces. (Reserve or National Guard active duty for training is not excluded unless it extends beyond 31 days.);

(c) Aviation, except as specifically provided in this Certificate;

(d) Sickness, disease, bodily or mental infirmity or medical or surgical treatment thereof, bacterial or viral infection, regardless of how contracted, unless a Sickness Expense Rider is in force under this Certificate. This does not include bacterial infection that is the natural and foreseeable result of an accidental external bodily injury or accidental food poisoning.

(e) Nuclear reaction or the release of nuclear energy. However, this exclusion will not apply if the loss is sustained within 180 days of the initial incident and:

(i) The loss was caused by fire, heat, explosion or other physical trauma which was a result of the release of nuclear energy; and

(ii) The Covered Person was within a 25-mile radius of the site of the release either:

1. At the time of the release; or

2. Within 24 hours of the start of the release; or

3. Normal health checkups.

Exclusions (including but not limited to)
4. Dental care or treatment other than care of sound natural teeth and gums required on account of injury resulting from an accident.
5. Services or treatment rendered by a doc, nurse or other person who is employed or retained by the certificate holder or who is the covered person or a member of his immediate family.
6. Charges which the covered person would not have to pay if he did not have insurance or are in excess of usual, reasonable and customary charges.
7. An injury that is caused by flight in; an aircraft except as a fare paying passenger; a space craft or any craft designed for navigation above or beyond earth's atmosphere; an ultra-light, hang gliding, parachuting or bungee-cord jumping.
8. Travel in or upon; a snowmobile; any two or three wheeled motor vehicle; any off-road motorized vehicle not requiring licensing as a motor vehicle.
9. Any accident where the covered person is the operator of a motor vehicle and does not possess a current and valid driver's license.
10. That part of medical expense payable by any automobile insurance policy without regard to fault. (Does not apply in any state where prohibited).
11. Injury that is caused by any narcotic, drug, poison, gas or fumes voluntarily taken, administered, absorbed or inhaled, unless prescribed by a doctor.
12. An injury resulting from participation in or practice in non-School sponsored sports.
13. Expenses to the extent that they are paid or payable under other valid and collectible group insurance or medical prepayment plan.
14. Blood or blood plasma, except for charges by a hospital for the processing or administration of blood.
15. Elective treatment for surgery, health treatment, or examination where no injury is involved.
16. Injury sustained while in the service of the armed forces of any country. When the covered person enters the armed forces of any country, we will refund the unearned pro rata premium upon request.
17. Eyeglasses, contact lenses, hearing aids, braces, appliances or examination or prescriptions therefore.

Other Significant Terms and Conditions/Restrictions:

Description
Plan Design - Full Excess
Gallagher Special Risk Commission: 10% Basic 13% Catastrophic
Retail AJG Branch Commission: 10% Basic 12% Catastrophic

CAT Student Accident

<i>Carrier Information</i>	<i>Expiring</i>	<i>Proposed</i>
Policy Term	-	7/1/2024 - 7/1/2025
Carrier	United States Fire Insurance Company	Mutual of Omaha Insurance Company
A.M. Best Rating	A XIV	A+ XV
Admitted/Non-Admitted	Admitted	Admitted

<i>Premium & Exposures</i>	<i>Expiring</i>	<i>Proposed</i>
Premium	\$1,877.00	\$1,837.00
Minimum Type	None	None
Estimated Cost	\$1,877.00	\$1,837.00

<i>Standard Coverages</i>	<i>Expiring</i>	<i>Proposed</i>
Catastrophic Schedule of Benefits		
Full Excess 1 Accident Medical Benefit Maximum	\$7,500,000 or \$1,000,000 per injury/accident	\$7,500,000 or \$1,000,000 per injury/accident
Benefit Period	10 Years from the date of covered accident	10 Years from the date of covered accident
Medically Necessary Hospital Inpatient Services	Included in Medical Maximum	Included in Medical Maximum
Extended Care Facility Confinement	\$365,000 per year	\$365,000 per year
Combined Home Health Care & Custodial Care	\$25,000	\$25,000
Daily Room & Board Limit	Semi-Private Room Rate	Semi-Private Room Rate
Treatment of Mental Disorders	\$50 per visit, 1 visit per day, 50 visits per year	\$50 per visit, 1 visit per day, 50 visits per year
Chiropractic Benefit	\$1,000 per calendar year	\$1,000 per calendar year
Outpatient Physical Therapy Benefits	\$50,000 per calendar year	\$50,000 per calendar year
Prosthetic Device Benefit -Maximum Benefit Amount	\$200,000 (\$300,000 if amputation of the leg above the knee)	\$200,000 (\$300,000 if amputation of the leg above the knee)
Accidental Death & Dismemberment	\$10,000	\$10,000
Heart or Circulatory Death Benefit	\$10,000	\$10,000
CAT Cash Benefit – Benefit Included if This Plan Option is Chosen		
Catastrophic Cash Benefit	\$500,000 Maximum Benefit	\$500,000 Maximum Benefit
Lump Sum Payable after the Loss Period has been met	\$100,000	\$100,000
Benefit Amount payable per year thereafter	\$40,000	\$40,000
Maximum Benefit Period	10 Years	10 Years

<i>Deductibles/SIR</i>	<i>Expiring</i>	<i>Proposed</i>
Deductible -	\$50,000	\$50,000
Deductible - Establishment Perio	2 years	2 years

Form Type	Expiring	Proposed
Form Type	CAT Student Accident	CAT Student Accident

Exclusions (including but not limited to)
Catastrophic Exclusions and Limitations
No benefits are payable for:
1. bacterial infection, except infection of and through a wound accidentally sustained;
2. loss from intentionally self-inflicted injury, suicide while sane or insane;
3. loss from commitment of or an attempt to commit a felony, or engagement in an illegal activity;
4. loss from an act of declared or undeclared war;
5. loss from participation in a riot or insurrection;
6. loss from travel or flight in or descent from any aircraft, unless the Insured is a passenger for authorized group or team travel on a regularly scheduled flight on a commercial airline, or is a passenger on an aircraft chartered solely for the purpose of travel which has a valid airworthiness certificate from the jurisdiction in which operated and which is being operated by a duly licensed pilot;
7. charges which exceed the Allowable Expense;
8. charges incurred for dental work unless the Insured sustains an Injury which results in damage to his or her natural teeth;
9. charges incurred for television, telephone, water pitcher, and other personal convenience items, or expenses for other persons, except as may be specifically provided for elsewhere in this policy;
10. charges incurred for services or supplies not specifically provided for in the policy;
11. charges which would not have been made in the absence of insurance or which the Insured is not legally obligated to pay;
12. charges incurred for cosmetic procedures, unless made Medically Necessary by an Injury;
13. charges incurred for eyeglasses, contact lenses, or hearing aids or for any examination or fitting related to these devices unless made Medically Necessary by an Injury;
14. charges incurred for care, treatment, or service which is not Medically Necessary to the diagnosis or treatment of an Injury;
15. charges incurred for the professional services of a person who either lives with the Insured or is an Immediate Family Member;
16. charges incurred for Experimental or Investigational Drug or Treatment;
17. charges incurred for articles of clothing which are intended for use more than once;
18. routine medical examination and related medical services;
19. charges which are recoverable from any other insurance policy, service contract, Workers' Compensation, or other arrangements of insured or self-insured group coverage;
20. charges for mental or nervous disorders, except as specifically provided herein;
21. elective treatment or surgery, health treatment, or examination where no Injury is involved;
22. acts of aggression, assault, or battery (only if instigated by the Insured);
23. fighting or brawling (other than an act of aggression instigated by an Insured);
24. drugs that promote fertility, treat infertility, enable sexual performance, or provide sexual enhancement;
25. injuries associated with activities or travel outside the United States unless the Injury occurred as part of an Activity held outside the United States and the treatment is not considered an Experimental or Investigational Drug or Treatment in the United States;
26. sickness, disease, bodily or mental infirmity, or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not exclude bacterial infection that is the natural and foreseeable result of an Injury or accidental food poisoning;
27. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
28. Pre-existing Condition;
29. active duty service in any Armed Forces;

Exclusions (including but not limited to)
30. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Physician;
31. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
32. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
33. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
34. operating a motor vehicle while having a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred;
35. services or treatment incurred to the extent they are paid or payable under any Other Insurance Plan;
36. services or treatment incurred to the extent that they are paid or payable under any automobile insurance policy without regard to fault. This exclusion does not apply in any state where it is prohibited;
37. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any Other Insurance Plan.

Other Significant Terms and Conditions/Restrictions:

Description
Gallagher Special Risk Commission: 10% Basic 13% Catastrophic
Retail AJG Branch Commission: 10% Basic 12% Catastrophic
Each school that would like to purchase coverage will need to complete the insurance program acceptance form included in the follow pages;
A master policy will be issued to each school purchasing coverage;
The insurance carriers allow for one 'coverage class' of students per level PK-8 and 9-12. For example, if a PK-12 school has football at the high school level, all students at the high school level fall into the class for '9-12 All Sports' and all Prek-8 students fall into the class for 'PK-8 No Football'. Similarly, if there is football offered at both the PK-8 level and the 9-12 level, then "PK-8 All Sports" and "9-12 All Sports" must be selected.
Minimum, Fully-Earned Premium for each school that selects to purchase coverage: o Option #1: \$500; Option #2: \$600; Option #3: \$650; Option #4: \$700 See SOV for Options

Catastrophic Student Accident Insurance		
Individual School Purchase Rating		
Plan Design Options	2024 – 2025	
	Annual Premium Rate With a \$50,000 Deductible	
Option #1	PK-8 All Sports	\$0.81
\$1,000,000 Maximum per Injury	9-12 All Sports	\$2.35
10 year benefit period	PK-8 No Football	\$0.70
	9-12 No Football	\$1.47
Option #2	PK-8 All Sports	\$1.01

Making Waves Academy



\$1,000,000 Maximum per Injury	9-12 All Sports	\$2.93
10 year benefit period	PK-8 No Football	\$0.87
\$500,000 CAT Cash Benefit	9-12 No Football	\$1.86
Option #3	PK-8 All Sports	\$1.05
\$7,500,000 Maximum per Injury	9-12 All Sports	\$2.98
10 year benefit period	PK-8 No Football	\$0.90
	9-12 No Football	\$1.91
Option #4	PK-8 All Sports	\$1.26
\$7,500,000 Maximum per Injury	9-12 All Sports	\$3.62
10 year benefit period	PK-8 No Football	\$1.07
\$500,000 CAT Cash Benefit	9-12 No Football	\$2.31



Pollution Liability

Carrier Information	Expiring	Proposed
Policy Term	-	7/1/2024 - 7/1/2025
Carrier	Admiral Insurance Company	Admiral Insurance Company
A.M. Best Rating		A+ XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan		Premium due upon receipt
Payment Method		Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$5,736.00	\$5,980.00
Surplus Lines Tax (CA 3.000%)	\$179.58	\$186.90
Surplus Lines Stamping Fee (CA) 0.180%	\$10.77	\$11.21
Carrier Fees - Carrier Fee	\$250.00	\$250.00
Wholesaler Fees - Program Fee	\$550.00	\$300.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Estimated Cost	\$6,726.35	\$6,728.11

Standard Coverages	Expiring	Proposed
Environmental Impairment Liability – Claims Made		\$1,000,000 Per Pollution Condition
		\$1,000,000 Aggregate

Additional Coverages	Expiring	Proposed
EIL Coverage A - Onsite Cleanup Costs	Included	Included
EIL Coverage B - Onsite Cleanup Costs	Included	Included
EIL Coverage C - Third Party Bodily Injury and Property Damage	Included	Included

Optional Coverages	Expiring	Proposed
3-Year Term - Premium: \$11,063.00	\$1M/\$1M	\$1M/\$1M
Beazley Options		
Annual - Premium: \$6,012.00	\$1M/\$1M	\$1M/\$1M
2-Year Term - Premium: \$10,220.00	\$1M/\$1M	\$1M/\$1M
3-Year Term - Premium: \$13,226.00	\$1M/\$1M	\$1M/\$1M

Deductibles/SIR	Expiring	Proposed
Per Pollution Condition SIR	\$10,000	\$10,000

Form Type	Expiring	Proposed
Form Type - Environmental Liability	Claims Made	Claims Made
Retroactive Date	7/1/2022	7/1/2022
Pending & Prior Date	N/A	N/A
Continuity Date	N/A	N/A

Definition Of Claim:
<p>6. Claim(s) Claim(s) means the written demand, notice or assertion received by the Insured from a third party, alleging liability or responsibility on the part of the Insured for Bodily Injury, Property Damage and/or Cleanup Costs. Claim(s) shall include, but shall not be limited to Suit(s) or orders issued by a regulatory agency or governmental entity, which are filed against the Insured.</p>

Claims Made Disclaimer:
<p>Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within (30) days of the expiration date. The cost of this extended reporting period is shall not exceed 200%% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within (60) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.</p>

Endorsements (including but not limited to)
JA1001 0819 Signature Page
EIL-1001-0316 Environmental Impairment Liability - Claims Made Form
PN-0001 00107 OFAC
PN-0002-1215 Trade or Economic Sanctions Endorsement
ECC-327-0917 Minimum Earned Premium Endorsement
ECC-329-0621 Service of Suit - California
EIL-1322-0821 Claims Notice Document
EIL-1029-0120 No Coverage for Electronic Data
EIL-1031-0316 Coverage D Transportation Pollution Liability - 3rd Party Carriers
<ul style="list-style-type: none"> • SIR: \$10,000 • Retroactive Date: 07/01/2022
EIL-1096-0316 Coverage F Non-Owned Locations Coverage Endorsement
<ul style="list-style-type: none"> • Retroactive Date: 07/01/2022 • SIR: \$10,000
EIL-1135-0316 Coverage E Transportation Pollution Liability - First Party
<ul style="list-style-type: none"> • SIR: \$10,000 • Retroactive Date: 07/01/2022
EIL-1060-0316 Intended Use Endorsement
<ul style="list-style-type: none"> • Intended Use: Charter School with academic and athletic facilities on site.
If Accepting TRIA Coverage:
2015 Disclosure TRIA Disclosure of Premium

Exclusions (including but not limited to)
EIL-1411-1222 PFAS Exclusion Endorsement
EIL-1048-0316 Capital Improvements Exclusion
CG 21 90 01 06 Exclusion Of Terrorism (If Declining TRIA Coverage)
If Accepting TRIA Coverage:
CG 21 71 01 15 Excl. of Terrorism Outside of US; Cap

Exclusions (including but not limited to)

CG 21 84 01 15 Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism; Cap on Losses From Certified Acts of Terrorism

CG 21 91 01 06 Exclusion of Terrorism Involving Nuclear, Biological or Chemical Terrorism

CG 21 87 01 15 Conditional Exclusion of Terrorism – Relating to Expiration of TRIA

Deadly Weapons Protection (DWP)

Carrier Information	Expiring	Proposed
Policy Term	-	7/1/2024 - 7/1/2025
Carrier	Lloyd's Syndicate 3624 Hiscox Syndicates Limited	Beazley Excess and Surplus Insurance, Inc.
A.M. Best Rating		A XV
Admitted/Non-Admitted	Admitted	Non-Admitted
Payment Plan		Payment due upon receipt
Payment Method		Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$6,300.00	\$6,800.00
Surplus Lines Tax	\$189.00	\$204.00
Stamping Fee	\$11.34	\$12.24
Minimum Type	None	None
Estimated Cost	\$6,500.34	\$7,016.24

Standard Coverages	Expiring	Proposed
Each and every loss occurrence of a Deadly Weapon Event	\$1,000,000	\$1,000,000
Aggregate	\$1,000,000	\$1,000,000

Additional Coverages	Expiring	Proposed
Business Interruption	\$1,000,000	\$1,000,000

Deductibles/SIR	Expiring	Proposed
Each and every loss occurrence of a Deadly Weapon Event	\$10,000	\$10,000

Form Type	Expiring	Proposed
Form Type F00857 042022 ed.	Claims-Made and Reported	Claims-Made and Reported
Retroactive Date (with respect to Section A only)	7/1/2022	7/1/2022
Pending & Prior Date	N/A	N/A
Continuity Date	N/A	N/A

Definition Of Claim:
 Claim(s) means a written demand received by you from an insured person(s) for damages covered by this Section.

Incident/Claim Reporting Provision:
Notice, Reporting and Proof of Loss
 You shall, as soon as reasonably practicable, but in no case more than forty-eight (48) hours after you become aware of a deadly weapon event, call Beazley's 24-hour/7-day Telephone Number: 860-677-3790 to notify the event responder as shown in the declarations.

 Immediate notification to the event responder will be deemed notification of the incident to us under this Policy.

Incident/Claim Reporting Provision:

Following initial notification to the event responder, you shall also, as soon as reasonably practicable, notify us of every claim, demand, notice, summons or other process received by you or your representative(s) and any act, error or omission by you which could reasonably be expected to give rise to a claim, including any threat of a deadly weapon event that could possibly lead to a claim.

You must keep us fully informed of any claim and forward copies of all relevant correspondence and legal processes.

Any claim, or any circumstance which could reasonably be expected to give rise to a claim, shall be considered to be reported to us when notice is first given to us at DWPclaims@Beazley.com or the event responder as above.

At our request, you must provide a signed proof of loss to us or our representatives to substantiate the occurrence, nature, cause and amount of loss claimed under this Policy.

Endorsements (including but not limited to)

1. A01862CA 012024 ed. California Surplus Lines Disclosure Statement (Pre Bind)
2. A01861CA 012024 ed. California Surplus Lines Notice 1 (Post Bind)
3. E14628 112021 ed. Cap On Losses Arising Out of Certified Act of Terrorism
4. A01863 012024 ed. Nuclear Incident Exclusion Clause-Liability-Direct (Broad) (U.S.A.)
5. E14627 012021 ed. Policyholder Disclosure Notice of Terrorism Insurance Coverage
7. E15409 052022 ed. Business Interruption Extension Endorsement

- Each and Every Loss Occurrence Limit: USD 1,000,000

Exclusions (including but not limited to)

6. A01864 012024 ed. Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)

Auditable Exposures:

Description	Exposure
Number of Students	1,105
Number of Staff	109

Other Significant Terms and Conditions/Restrictions:

Description
No circumstances / losses / threats / incidents / violent events / criminal events at any scheduled location(s) at time of binding within the last 5 years, whether a claim was made or not. This included all incidents regardless of cause i.e. armed robberies, domestic violence and gang violence. For the avoidance of doubt this also includes all events whether insured or not. Contact person for Crisis Risk to reach out to in the event of an order.
Wording: DWP Policy including business interruption.
Period: 12 months from 7/1/2024
Locations: As per expiring
Exposure: Number of Students: 1,105 / Number of Staff: 109
Business interruption: 1,000,000

Cyber Liability

Carrier Information	Expiring	Proposed
Policy Term	7/1/2023 – 7/1/2024	7/1/2024 - 7/1/2025
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$15,577.00	\$14,794.00
Surplus Lines Tax (CA 3.000%)	\$482.31	\$458.82
Surplus Lines Stamping Fee (CA) 0.180%	\$28.94	\$27.53
Service Fee	\$500.00	\$500.00
Estimated Cost	\$16,077.00	\$15,780.35

Standard Coverages	Expiring	Proposed
Limit of Liability	\$1,000,000	\$1,000,000 each and every claim
Media Liability	Yes	\$1,000,000 each and every claim
Cyber Crime Sub-limit	\$250,000	\$1,000,000 each and every claim

Terms	Expiring	Proposed
Legal Action	Worldwide	Worldwide
Territorial Scope	Worldwide	Worldwide
Reputational Harm Period	12 Months	12 Months
Indemnity Period	12 Months	12 Months
“Retroactive Date”	Full Prior Acts	Full Prior Acts
Continuity Date		07/01/2022
Waiting Period	8 Hours (Reduced to 6 Hours if the Caveman Endorsement is included)	8 Hours (Reduced to 6 Hours if the Caveman Endorsement is included)
Policy Period	12 Months	12 Months
Optional Extended Reporting Period	1 Year – 100% 2 Years – 160% 3 Years – 210% 4 Years – 240% 5 Years – 250%	1 Year – 100% 2 Years – 160% 3 Years – 210% 4 Years – 240% 5 Years – 250%

Deductibles/SIR	Expiring	Proposed
Cyber Crime Deductible	\$15,000	\$15,000
Base & Extortion Deductible	\$15,000	\$15,000

Form Type	Expiring	Proposed
Form Type	Insuring Agreements A, B, and C are subject to an Each and Every Claim Limit unless otherwise amended via endorsement. Insuring Agreements D, E, F, and G are subject to an Aggregate Limit, including Defense Expenses. The Deductible applies to Each and Every Claim on all Insuring Agreements.	Insuring Agreements A, B, and C are subject to an Each and Every Claim Limit unless otherwise amended via endorsement. Insuring Agreements D, E, F, and G are subject to an Aggregate Limit, including Defense Expenses. The Deductible applies to Each and Every Claim on all Insuring Agreements.
Retroactive Date	Full Prior Acts	Full Prior Acts
Pending & Prior Date	N/A	N/A
Continuity Date	07/01/2022	07/01/2022

Endorsements (including but not limited to)
PCL-00074 Evolve Amendatory Endorsement
PCL-00109 Disclosure Pursuant To Terrorism Risk Insurance Act
PCL-00110 Cap On Losses From Certified Acts Of Terrorism Endorsement
California Complaints Notice – LMA9136B
California Surplus Lines 1
California Surplus Lines 2

Exclusions (including but not limited to)
See policy form

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.



Cyber Insurance Quote

Coverage & Limit Schedule

Insuring Agreements A, B, and C are subject to an Each and Every Claim Limit unless otherwise amended via endorsement. Insuring Agreements D, E, F, and G are subject to an Aggregate Limit, including *Defense Expenses*. The Deductible applies to Each and Every Claim on all Insuring Agreements.

INSURING AGREEMENT A: CYBER CRIME	LIMIT	DEDUCTIBLE
Section 1. Cyber Extortion	\$1,000,000	\$15,000
Section 2. Social Engineering	\$250,000	\$15,000
Section 3. Invoice Manipulation & Impersonation Fraud	\$50,000	\$15,000
Section 4. Electronic Theft of Third Party Funds	\$250,000	\$15,000
Section 5. Executive Financial Loss	\$250,000	\$15,000
Section 6. Telephone Fraud	\$250,000	\$15,000
Section 7. Service Fraud	\$250,000	\$15,000
Section 8. Business Identity Fraud	\$250,000	\$15,000
INSURING AGREEMENT B: BREACH RESPONSE (Stand-Alone Tower Mirroring Policy Limit, unless otherwise amended via endorsement)		
Section 1. 24/7 Hotline and Breach Coach	\$1,000,000	\$0
Section 2. Legal Breach Advice Costs	\$1,000,000	\$15,000
Section 3. Forensic Costs	\$1,000,000	\$15,000
Section 4. Notification and ID Monitoring Costs	\$1,000,000	\$15,000
Section 5. Third Party Notification and ID Monitoring Costs	\$1,000,000	\$15,000
Section 6. Public Relations and Crisis Management Cost	\$1,000,000	\$15,000
Section 7. Information Security Assessment Costs Subject to a maximum of 10% of all sums we have paid as a direct result of a <i>Network Event or Data Event</i> .	\$50,000	\$0
INSURING AGREEMENT C: SYSTEM RESTORATION COSTS AND BUSINESS INCOME LOSS		
Section 1. System Restoration	\$1,000,000	\$15,000
Section 2. Business Income Loss and Extra Expense In respect of System Failure , sublimited to \$1,000,000 or the policy limit, whichever is lesser.	\$1,000,000	\$15,000
Section 3. Supplemental Extra Expense	\$100,000	\$15,000
Section 4. Contingent Business Income Loss In respect of System Failure , sublimited to \$1,000,000 or the policy limit, whichever is lesser.	\$1,000,000	\$15,000
Section 5. Reputational Loss	\$1,000,000	\$15,000
Section 6. Bricking	\$1,000,000	\$15,000
Section 7. Forensic Accounting Costs	\$25,000	\$0
INSURING AGREEMENT D: CYBER LIABILITY		
Section 1. Network Security Liability	\$1,000,000	\$15,000
Section 2. Privacy Liability	\$1,000,000	\$15,000
Section 3. Regulatory Penalties	\$1,000,000	\$15,000
Section 4. Payment Card Industry Liability	\$1,000,000	\$15,000
INSURING AGREEMENT E: MEDIA LIABILITY		
Section 1. Media Wrongful Acts	\$1,000,000	\$15,000
Section 2. Intellectual Property Infringement Wrongful Acts	\$1,000,000	\$15,000
INSURING AGREEMENT F: ATTENDANCE EXPENSES		
	\$100,000	\$0

Evolve MGA is a trading style of Evolve Cyber Insurance Services Inc, whose registered office is located at 1752 Lincoln Avenue, San Rafael, CA 94901.



Excess SML

Carrier Information	Expiring	Proposed
Policy Term	7/1/2023 – 7/1/2024	7/1/2024 - 7/1/2025
Payment Method	Agency Bill	Agency Bill

Form Type	Expiring	Proposed
Form Type	Claims-Made	Claims-Made
Retroactive Date	7/1/2022	7/1/2022
Pending & Prior Date	7/1/2022	7/1/2022
Continuity Date	N/A	N/A

Premium & Exposures	Expiring	Proposed
Premium	\$185,000.00	\$192,500.00
Surplus Lines Tax (CA 3.000%)	\$5,550.00	\$5,775.00
Surplus Lines Stamping Fee (CA) 0.180%	\$333.00	\$346.50
Service Fee	\$190,883.00	\$198,621.50

Standard Coverages	Expiring	Proposed
Limit of Liability	\$2,000,000	\$2,000,000
Aggregate during the policy period for all claims brought by or on behalf of each victim:	\$2,000,000	\$2,000,000
Aggregate during the policy period for all claims brought by or on behalf of all victims:	\$2,000,000	\$2,000,000

Deductible/SIR	Expiring	Proposed
Retention Aggregate during the policy period for all claims:	\$3,000,000	\$3,000,000
Maintenance Retention Each victim:	\$100,000	\$100,000

Terms	Expiring	Proposed
Optional Extension Period	12 months	12 months
Governing Law	New York	New York
Policy Form(s)	F00794 122021 ed. - Excess SML	F00794 122021 ed. - Excess SML

Claims Made Disclaimer:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Subjectivities:

1. PRIOR TO BINDING: Currently signed & dated Beazley main form Safeguard application (signed within 30 days prior to inception date).
2. PRIOR TO BINDING: Is insured aware of any other SML matters than those reported per the loss runs?
3. PRIOR TO BINDING: Underlying policy and binder.
4. PRIOR TO BINDING: Do you prohibit the employment or engagement of any person from working in your organization if they have prior convictions relating to violent or sexually related offenses? If no, please provide a full explanation.

Premium Summary

The estimated program cost for the options are outlined in the following table:

<i>Line of Coverage</i>		<i>Expiring</i>	<i>Proposed</i>
		Nonprofits Insurance Alliance Group	Nonprofits Insurance Alliance Group
Property	Premium	\$32,003.90	\$34,335.70
	Estimated Cost*	\$32,003.90	\$34,335.70
	Change (\$)	-	\$2,331.80
	Change (%)	-	7.29%
		Nonprofits Insurance Alliance Group	Nonprofits Insurance Alliance Group
Package - (GL/Social Svc/EBL/SML/Auto)	Premium	\$100,319.55	\$99,813.80
	Estimated Cost*	\$100,319.55	\$99,813.80
	Change (\$)	-	(\$505.75)
	Change (%)	-	(0.50%)
		Nonprofits' Insurance Alliance of CA	Nonprofits' Insurance Alliance of CA
Umbrella	Premium	\$54,065.10	\$55,955.50
	Estimated Cost*	\$54,065.10	\$55,955.50
	Change (\$)	-	\$1,890.40
	Change (%)	-	3.50%
		Hanover Insurance Company	Hanover Insurance Company
Crime	Premium	\$3,825.00	\$3,825.00
	Estimated Cost*	\$3,825.00	\$3,825.00
	Change (\$)	-	\$0.00
	Change (%)	-	0%
		Indian Harbor Insurance Company	Indian Harbor Insurance Company
Educators Legal Liability and Employment Practices Liability	Premium	\$30,751.20	\$52,503.00
	Estimated Cost*	\$32,090.53	\$54,425.39
	Change (\$)	-	\$21,751.80
	Change (%)	-	69.60%
		Travelers Casualty and Surety Co of America	Travelers Casualty and Surety Co of America
Fiduciary Liability	Premium	\$1,208.37	\$1,208.37
	Estimated Cost*	\$1,208.37	\$1,208.37
	Change (\$)	-	\$0.00
	Change (%)	-	0%

		N/A	Ascot Specialty Insurance Company
Excess Directors & Officers/EPL 2M XS 3M	Premium	N/A	\$26,000.00
	Estimated Cost*	N/A	\$26,826.80
	Change (\$)	-	(\$8,680.53)
	Change (%)	-	(24.45%)
		Mutual of Omaha Insurance Company	Mutual of Omaha Insurance Company
Basic Student Accident	Premium	\$1,877.00	\$1,877.00
	Estimated Cost*	\$1,877.00	\$1,877.00
	Change (\$)	-	\$39.32
	Change (%)	-	2.14%
		United States Fire Insurance Company	United States Fire Insurance Company
CAT Student Accident	Premium	\$1,837.68	\$1,837.00
	Estimated Cost*	\$1,837.68	\$1,837.00
	Change (\$)	-	(\$40.00)
	Change (%)	-	(2.13%)
		Admiral Insurance Company	Admiral Insurance Company
Pollution Liability	Premium	\$5,736.00	\$5,980.00
	Estimated Cost*	\$6,152.75	\$6,130.11
	Change (\$)	-	(\$22.64)
	Change (%)	-	(0.37%)
		Lloyd's Syndicate 3624 Hiscox Syndicates Limited	Beazley Excess and Surplus Insurance, Inc.
Deadly Weapons Protection (DWP)	Premium	\$5,040.00	\$5,440.00
	Estimated Cost*	\$5,240.34	\$5,656.24
	Change (\$)	-	\$400.00
	Change (%)	-	7.94%
		Underwriters at Lloyd's London	Underwriters at Lloyd's London
Cyber Liability	Premium	\$15,577.00	\$14,794.00
	Estimated Cost*	\$16,588.25	\$15,780.35
	Change (\$)	-	(\$783.00)
	Change (%)	-	(5.29%)
		Beazley	Beazley
Excess SML	Premium	\$185,000.00	\$192,500.00
	Estimated Cost*	\$190,883.00	\$198,621.50
	Change (\$)	-	\$7,500.00
	Change (%)	-	4.05%

	Premium	\$33,365.00	TBD
Sports Liability	Estimated Cost*		
	Change (\$)		
	Change (%)		
Annual Broker Fee		\$50,000.00	\$50,000.00
Total Program Cost		TBD	TBD

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Quote from **Beazley Excess and Surplus Insurance, Inc.** is valid until **7/1/2024**

Quote from **Hanover Insurance Company (Hanover Insurance Companies)** is valid until **7/1/2024**

Quote from **Indian Harbor Insurance Company (XL Group plc)** is valid until **7/1/2024**

Quote from **Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)** is valid until **7/1/2024**

Quote from **Nonprofits Insurance Alliance Group (Nonprofits Insurance Alliance Group)** is valid until **7/1/2024**

Quote from **Nonprofits' Insurance Alliance of CA (Nonprofits Insurance Alliance Group)** is valid until **7/1/2024**

Quote from **Admiral Insurance Company (W. R. Berkley Group)** is valid until **7/1/2024**

Quote from **United States Fire Insurance Company (Fairfax Financial (USA) Group)** is valid until **7/1/2024**

Quote from **Mutual of Omaha Insurance Company (Mutual of Omaha Insurance Company)** is valid until **7/1/2024**

Quote from **Ascot Specialty Insurance Company** is valid until **7/1/2024**

Quote from **Nonprofits Insurance Alliance Group (Nonprofits Insurance Alliance Group)** is valid until **7/1/2024**

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Gallagher is responsible for the placement of the following lines of coverage:

- Property**
- Package - (GL/Social Svc/EBL/SML/Auto)**
- Umbrella**
- Crime**
- Educators Legal Liability and Employment Practices Liability**
- Fiduciary Liability**
- Excess Directors & Officers/EPL 2M XS 3M**
- Basic Student Accident**
- CAT Student Accident**
- Pollution Liability**
- Deadly Weapons Protection (DWP)**
- Cyber Liability**
- Excess SAM**
- Sports Liability**

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

This proposal of insurance features insurance policies which contain cancellation provisions to refund premium other than on a pro-rata basis for such occurrences including but not limited to non-payment of premium (short rate penalty provisions). At your request, we can detail the terms of such cancellation provisions.

Premium Financing

Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment** terms.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

Payment Plans

<i>Carrier / Payable Carrier</i>	<i>Line Of Coverage</i>	<i>Payment Schedule</i>	<i>Payment Method</i>
Nonprofits Insurance Alliance Group (Nonprofits Insurance Alliance Group)	Property	Premium Due Upon Receipt	Agency Bill
Nonprofits Insurance Alliance Group (Nonprofits Insurance Alliance Group)	Package - (GL/Social Svc/EBL/SML/Auto)	Payment due upon receipt	Agency Bill
Nonprofits' Insurance Alliance of CA (Nonprofits Insurance Alliance Group)	Umbrella	Payment due upon receipt	Agency Bill
Hanover Insurance Company (Hanover Insurance Companies)	Crime		Agency Bill
Indian Harbor Insurance Company (XL Group plc)	Educators Legal Liability and Employment Practices Liability		Agency Bill
Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	Fiduciary Liability	Payment due upon receipt	Agency Bill
Ascot Specialty Insurance Company	Excess Directors & Officers/EPL 2M XS 3M	All premiums and any fees are due to RPS within 20 days of binding unless otherwise stipulated.	Agency Bill
United States Fire Insurance Company (Fairfax Financial (USA) Group)	Basic Student Accident	Payment due upon receipt	Agency Bill
Mutual of Omaha Insurance Company (Mutual of Omaha Insurance Company)	CAT Student Accident		
Admiral Insurance Company (W. R. Berkley Group)	Pollution Liability	Premium due upon receipt	Agency Bill
Beazley Excess and Surplus Insurance, Inc.	Deadly Weapons Protection (DWP)	Payment due upon receipt	Agency Bill
Underwriters at Lloyd's London	Cyber Liability	Payment due upon receipt	Agency Bill
Beazley Excess and Surplus Insurance, Inc.	Excess SML	Payment due upon receipt	Agency Bill
TBD	Sports Liability	TBD	Agency Bill

Proposal Disclosures

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither

you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Client Signature Requirements

IMPORTANT NOTICE:

- 1. The insurance policy that you are applying to purchase is being issued by an insurer that is not licensed by the State of California. These companies are called “nonadmitted” or “surplus line” insurers.**
- 2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.**
- 3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.**
- 4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or “surplus line” broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC’s internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.**
- 5. Foreign insurers should be licensed by a state in the United States and you may contact that state’s department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.**

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC’s International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or “surplus line” broker to obtain more information about that insurer.

7. California maintains a “List of Approved Surplus Line Insurers (LASLI).” Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker’s fee charged for this insurance will be returned to you.

Date: _____

Insured: _____

D-1 (Effective January 1, 2020)

Coverages for Consideration

Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Flood

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 7/1/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier	TRIA
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Property Nonprofits Insurance Alliance Group	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Package - (GL/Social Svc/EBL/SML/Auto) Nonprofits Insurance Alliance Group	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Umbrella Nonprofits' Insurance Alliance of CA	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime Hanover Insurance Company	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Educators Legal Liability and Employment Practices Liability Indian Harbor Insurance Company	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Fiduciary Liability Travelers Casualty and Surety Co of America	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Directors & Officers/EPL 2M XS 3M Ascot Specialty Insurance Company	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Basic Student Accident United States Fire Insurance Company	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	CAT Student Accident Mutual of Omaha Insurance Company	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject <input type="checkbox"/> Option # 1 <input checked="" type="checkbox"/> Option # 2 <input type="checkbox"/> Option # 3 <input type="checkbox"/> Option # 4 <input type="checkbox"/> Option # 5	Pollution Liability Admiral Insurance Company Admiral Insurance Company - 3-Year Term - Premium: \$11,063.00 Beazley Options Beazley - Annual - Premium: \$6,012.00 Beazley - 2-Year Term - Premium: \$10,220.00 Beazley - 3-Year Term - Premium: \$13,226.00	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Deadly Weapons Protection (DWP) Beazley Excess and Surplus Insurance, Inc.	<input type="checkbox"/> Accept
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability Underwriters at Lloyd's London	<input type="checkbox"/> Accept

<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Sexual Abuse and Molestation	<input type="checkbox"/> Accept
	Beazley Excess and Surplus Insurance, Inc.	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Sports Liability	<input type="checkbox"/> Accept
	TBD	

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

Flood

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher’s Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher’s acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher’s services or your



relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____

Print Name (Specify Title)

Company

Signature

Date: _____



Appendix

Bindable Quotations & Compensation Disclosure Schedule

Client Name: Making Waves Academy

Coverage	Insurance Company	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Comm. % or Fee ³	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Property	Nonprofits Insurance Alliance Group (Nonprofits Insurance Alliance Group)	N/A	\$38,273.00 \$34,335.70	10 %* 0 %	
Package - (GL/Social Svc/EBL/SML/ Auto)	Nonprofits Insurance Alliance Group (Nonprofits Insurance Alliance Group)	N/A	\$117,428.00 \$99,813.80	15 %* 0 %	
Umbrella	Nonprofits' Insurance Alliance of CA (Nonprofits Insurance Alliance Group)	N/A	\$65,830.00 \$55,955.50	15 %* 0 %	
Crime	Hanover Insurance Company (Hanover Insurance Companies)	N/A	\$4,500.00 \$3,825.00	15 %* 0 %	
Educators Legal Liability and Employment Practices Liability	Indian Harbor Insurance Company (XL Group plc)	Risk Placement Services	\$52,503.00	0 %	5 %
Fiduciary Liability	Travelers Casualty and Surety Co of America (The Travelers Companies, Inc.)	Risk Placement Services	\$1,381.00 \$1,208.38	12.5 %* 0 %	7.5 %

Making Waves Academy



Excess Directors & Officers/EPL 2M XS 3M	Ascot Specialty Insurance Company	Risk Placement Services	\$26,000.00 \$22,542.00	13.3 %* 0 %	6.7 %
Basic Student Accident	United States Fire Insurance Company (Fairfax Financial (USA) Group)	Arthur J Gallagher - Koster/Quincy #453	\$1,877.00	0 %	10 %
CAT Student Accident	Mutual of Omaha Insurance Company (Mutual of Omaha Insurance Company)	Arthur J Gallagher - Koster/Quincy #453	\$1,837.00	0 %	
Pollution Liability	Admiral Insurance Company (W. R. Berkley Group)	UCPM Environmental Insurance, Inc.	\$5,980.00 \$5,382.00	10 % 0 %	\$300.00
Deadly Weapons Protection (DWP)	Beazley Excess and Surplus Insurance, Inc.	N/A	\$6,800.00 \$5,440.00	20 % 0 %	
Cyber Liability	Underwriters at Lloyd's London	Evolve	\$14,794.00	0 %	
Excess Sexual Abuse and Molestation	Beazley (Lloyds of London Syndicate)	N/A	\$192,500.00	0 %	
Sports Liability	TBD	Myers, Stevens & Toohey	TBD	0 %	TBD
Annual Broker Fee				\$50,000.00	

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Binding Requirements

Coverage (Issuing Carrier)	Binding Requirements
Property Nonprofits Insurance Alliance Group	N/A
Package - (GL/Social Svc/EBL/SML/Auto) Nonprofits Insurance Alliance Group	N/A
Umbrella Nonprofits' Insurance Alliance of CA	N/A
Crime Hanover Insurance Company	N/A
Educators Legal Liability and Employment Practices Liability Indian Harbor Insurance Company	Subject To: - Receipt of Fully Completed, Signed and Dated Pgu Renewal Business Application, A Copy of Which can be Found at Http://Www.Pgui.Com . Application is Due to our Office Within 10 Business Days of Binding. Quote is Subject to Change Pending our Review of Responses to all Questions on our Application.
Fiduciary Liability Travelers Casualty and Surety Co of America	N/A
Excess Directors & Officers/EPL 2M XS 3M Ascot Specialty Insurance Company	Subject to:
	- Important Notice: D-1 (Effective January 1, 2020) 6792767
	- Diligent Search Report (SL-2 Form)/
	- Copy of Underlying Binder(S), When Issued.
	- Copy of Underlying Policy (or Policies), When Issued.
	- If a New Layer, Warranty Letter for Excess Limits, Signed and Dated Required Prior to Binding. If not a New Layer, A Copy of Expiring Dec Page (or Endorsement) Confirming the Pending & Prior Claim/Litigation Date for This Layer./Warranty and Representation Letter
	- Copy of a Signed and Dated Application; Prior to Binding
Basic Student Accident United States Fire Insurance Company	N/A
	CAT Student Accident Mutual of Omaha Insurance Company
Pollution Liability Admiral Insurance Company	<ul style="list-style-type: none"> • Are they constructing a new area for gym facilities or are they just renovating the old gym? Please advise • Completed, signed and dated Admiral EIL application. • Completed Bind Request form indicating acceptance or rejection of TRIA and supplying applicable Surplus Lines filer details. Bind Request form is attached to this quote.

Coverage (Issuing Carrier)	Binding Requirements
<p>Deadly Weapons Protection (DWP) Beazley Excess and Surplus Insurance, Inc.</p>	N/A
<p>Cyber Liability</p>	N/A
<p>Excess Sexual Abuse and Molestation</p> <p>Sports Liability</p>	<p>1. PRIOR TO BINDING: Currently signed & dated Beazley main form Safeguard application (signed within 30 days prior to inception date).</p> <p>2. PRIOR TO BINDING: Is insured aware of any other SML matters than those reported per the loss runs?</p> <p>3. PRIOR TO BINDING: Underlying policy and binder.</p> <p>4. PRIOR TO BINDING: Do you prohibit the employment or engagement of any person from working in your organization if they have prior convictions relating to violent or sexually related offenses? If no, please provide a full explanation.</p> <p>TBD</p>

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

<p>Coverage(s): <i>Educators Legal Liability and Employment Practices Liability</i></p>	<p>Report To:</p>
<p>Insurer: Indian Harbor Insurance Company</p> <p>Policy Term: 7/1/2024 - 7/1/2025</p>	<p>Insurer/TPA Name: Indian Harbor Insurance Company</p> <p>Phone: 1-877-720-8844</p> <p>Fax:</p> <p>Email: webfnol.NA@axaxl.com</p> <p>Web: https://axaxl.com/insurance/claims</p>
<p>Coverage(s): <i>Basic Student Accident</i></p>	<p>Report To:</p>
<p>Insurer: United States Fire Insurance Company</p> <p>Policy Term: 7/1/2024 - 7/1/2025</p>	<p>Insurer/TPA Name: United States Fire Insurance Company</p> <p>Phone: 800-445-3126</p> <p>Fax:</p> <p>Email: BMI@BobMcCloskey.com</p> <p>Web: www.bobmccloskey.com</p>
<p>Coverage(s): <i>CAT Student Accident</i></p>	<p>Report To:</p>
<p>Insurer: Mutual of Omaha Insurance Company</p> <p>Policy Term: 7/1/2024 - 7/1/2025</p>	<p>Insurer/TPA Name: Mutual of Omaha Insurance Company</p> <p>Phone: 1-800-524-2324</p> <p>Fax:</p> <p>Email: specialrisk.claims@mutualofomaha.com</p> <p>Web: www.mutualofomaha.com</p>
<p>Coverage(s): <i>Excess Directors & Officers/EPL 2M XS 3M</i></p>	<p>Report To:</p>
<p>Insurer: Ascot Specialty Insurance Company</p> <p>Policy Term: 7/1/2024 - 7/1/2025</p>	<p>Insurer/TPA Name: Ascot Specialty Insurance Company</p> <p>Phone:</p> <p>Fax:</p> <p>Email: USclaims@ascotgroup.com</p> <p>Web:</p>

<i>Coverage(s): Crime</i>	<i>Report To:</i>
Insurer: The Hanover Insurance Company Policy Term: 7/1/2024 - 7/1/2025	Insurer/TPA Name: The Hanover Insurance Company Phone: 800-628-0250 Fax: 800-399-4734 Email: firstreport@hanover.com Web:

Reporting to Gallagher or Assistance in Reporting

<i>Coverage(s):</i>	<i>Report To:</i>
Gallagher Claim Center Policy Number: Policy Term:	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com

Gallagher STEP



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

Gallagher Safety Training Education Platform (STEP) is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key Benefits of Gallagher STEP

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit ajg.com/us/gallagher-step/ to learn more.

Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication




Gallagher CORE360® is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.



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Sample of Available Training Modules and Safety Shorts

Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services. Employee Safety Orientation (English and Spanish)

Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

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Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization’s cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

To access the Gallagher eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at support@eriskhub.com

Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees.
- **Strategic Third-Party Relationships and Partner Resources**—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

Gallagher’s Cyber Capabilities

Gallagher’s Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.

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National
Risk Control

Business Continuity and Resilience Services

Businesses face so many challenges in today's marketplace that can disrupt operations or interrupt a supply chain, including:

- Cyber attacks
- COVID-19
- Natural disasters

Having a plan in place and being prepared to successfully manage these situations should be a critical component of any operating model.

The turbulence of 2020, especially the global COVID-19 pandemic, revealed to many organizations just how underprepared they are to effectively respond to and recover from major business disruptions or crises.

Organizations suddenly found they had to deal with unprecedented direct and indirect challenges to their businesses, including major supply chain disruptions, sudden shifts in customer demand and increased cyberthreats since a large portion of the workforce was operating remotely.

However, the incidence of these types of threats was escalating well before COVID-19, as were threats posed by workplace violence, societal unrest and natural disasters as a result of climate change.

To make matters worse, organizations are now faced with increased costs for insurance coverage as a result of a hard market.

Building resilient and recoverable operations has proven to be more difficult than ever. Organizations often struggle to develop a comprehensive yet pragmatic business continuity management framework to identify, assess and manage threats/vulnerabilities.

Underpreparedness has consequences. A minor incident can escalate to a major crisis that can consume an organization, and impact its brand/reputation and financial results for months, if not years.

According to Oxford Metrica, "Of the companies that faced a crisis, on average, more than three-quarters experienced a 20%-30% drop in their stock price as a result of the way the incident was managed."

For companies to achieve long-term resilience, they must be agile enough to respond and recover from any crisis, regardless of its nature or origin.

If COVID-19 taught us anything, it is that the ability to recover critical business processes builds confidence among key stakeholders such as employees, regulators, customers, investors, the media, the public and insurers.

Resilient organizations manage uncertainty. As a trusted partner and advisor, Gallagher's **Business Continuity and Resilience Services** team works with organizations to first assess their level of business resilience and then develop custom programs to improve it. We have developed business continuity, crisis management, crisis communications and supply chain risk management programs for clients in virtually every industry.

Oxford Metrica study 2020

Business Continuity

A business continuity plan reduces the operational impact of an incident by directly targeting the recovery of an organization's value drivers—those business processes that directly drive revenue and reputation—and enables an organization to recover more efficiently and effectively following a major business disruption or crisis.

Crisis Management

Crisis management plans prevent or mitigate risks to people, brands, reputations and financial results, and provide the overarching framework for all response and recovery activities within the organization. Moreover, these plans improve coordination and accelerate decision-making at all levels of an organization in the event of a crisis.

Crisis Communications

Crisis communication plans communicate promptly, accurately and confidently to all stakeholders during an incident or actual crisis, and enable organizations to better coordinate internal and external global communications with media, employees, regulators, customers, investors and the public at large.

Supply Chain Risk Management

A supply chain risk management program will help assess and manage third-party risks and vulnerabilities to ensure that products/services continue to be delivered both during and following a major disruption.

Leaders Where it Counts

Gallagher was founded on a culture of ethics, service and a common interest—doing what's in our clients' best interest, not ours. That's one of the reasons why Gallagher has been named as one of the World's Most Ethical Companies® by Ethisphere for 11 consecutive years.

We are proud to be the only insurance broker to receive this recognition honoring companies who understand the importance of leading, making hard but values-based decisions, and exemplifying overall commitment to integrity.



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Gallagher provides risk services consultation that is tailored to our clients' particular loss history, industry risk factors, and insurance program structure. Our services, summaries and recommendations can include claim advocacy, evaluation of loss frequency and severity, loss prevention strategy, sufficiency of self-insured retentions, risk transfer options, identification of risk exposures, and insurance coverage for particular claims. Our work can also include collaboration with carriers, our client's legal counsel, loss prevention or actuarial consultants. We emphasize that any of the above risk services, risk management opinions, and advice provided directly to clients or to clients' third-party vendors, is both confidential and intended for our clients' use and not for distribution. We also only offer the advice from an insurance/risk management perspective and it is NOT legal advice or intended to supplant the advice or services provided to clients from legal counsel and advisors. We recommend that our clients seek advice from legal counsel and third-party professionals to become fully apprised of all legal and financial implications to their businesses.

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Arthur J. Gallagher & Co. named one of the World's Most Ethical Companies® for 2022.

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A Next Generation Engagement Solution

Gallagher Insight is a user-friendly web portal that allows secure, real-time collaboration between you and your Gallagher team. It empowers Clients with 24/7 access to their summary insurance information and an array of materials needed to run your risk management program, all at your fingertips on any device. Gallagher Insight is a password-protected portal accessible through any browser on your mobile phone, tablet or PC. Insight offers a modern design, robust features and upgraded functionality, including:

- Secure web-based document libraries for our clients
- Policy and document sharing with your Gallagher account team
- A private social network between your global team and ours
- Stewardship through goals, events and tasks set up by you and your Gallagher team
- Access to Gallagher’s resource library
- Submission and tracking of service requests

Insight can be accessed from any electronic device using a secure ID and password to login.



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Contractual Risk Compliance



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Mitigate contractual risk with confidence

There is more to managing compliance than just collecting your third-party vendors' certificates. **Gallagher Verify**SM ensures you are tracking all the information you need to keep your company organized, compliant and properly protected. Take advantage of our intelligent technology and experienced compliance experts to gain insight into your level of risk, giving you the freedom to focus on your day-to-day operations.



Verified Testimonial

Gallagher Verify monitors expiration dates, insurance limits and other details across thousands of COIs. In addition, their team delivers a very consultative, custom approach, which has allowed us to significantly improve our overall risk exposure.

Protect your business from unknown risk

A majority of organizations face unknown risk. In fact, research shows that most organizations average only 20% compliance for vendor insurance. Gallagher Verify limits your unknown risk and significantly improves compliance. Most companies that use Gallagher Verify average over 80% compliance.*

Track more than just certificates of insurance (COIs)

Our cloud software has the capability to track and verify compliance for any type of document your business is required to keep on file. These documents can include but are not limited to:

W-9 forms	OSHA mod rates	Background checks
MVRs	Contracts	Certifications and licenses

Gallagher Verify brings big benefits to your business

- Increased profitability due to reduced internal administrative costs
- Insurance consulting with a risk advisor
- Reports and dashboards to manage compliance trends
- Ongoing monitoring of A.M. Best insurance carrier ratings and vendor compliance with A.M. Best ratings
- Easy-to-use cloud software used to track and record incoming COIs
- Proactive compliance calls to vendors
- Industry-specific software configurations

*Tier 2 model.



Learn More About CORE360®

Gallagher Verify is part of Gallagher **CORE360**, our unique, comprehensive approach to evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

We consult with you to understand your **contractual liability**, and how to mitigate risks and associated costs.

This will empower you to know, control and minimize your total cost of risk, and improve your profitability.

Tiers of service tailored to the needs of your organization

	Tier 1	Tier 2
Gallagher Verify cloud software	✓	✓
Dedicated implementation project managers (includes data entry and software configuration)	✓	✓
Automated COI endorsement and document compliance verification	✓	✓
Automated noncompliance and renewal notifications to vendors	✓	✓
Client access to software support	✓	✓
Customizable daily, weekly and monthly reports, and historical compliance dashboard widgets	✓	✓
Risk management consulting for clients (insurance requirement exception guidance)		✓
Outgoing vendor compliance enforcement and educational phone calls (up to four phone calls per certificate of insurance)		✓
Weekly or monthly client stewardship calls with a risk advisor		✓
Unlimited phone support for vendors with insurance and contract-related questions		✓

Verified Testimonial

When we initially implemented Gallagher Verify, our third-party insurance compliance was less than 20%. Today, compliance is more than 90%. The aggressive tracking of insurance requirements and vendor compliance mitigates financial exposure, should there be a claim.

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Coversheet

Bank Signers Resolution

Section: V. Action Items
Item: S. Bank Signers Resolution
Purpose: Vote
Submitted by: Hung Mai
Related Material: Bank Resolution--6.3.2024.pdf

BACKGROUND:

Bank Resolution to Update Check Signers with Chase Bank and Western Alliance Bridge Bank

RECOMMENDATION:

Review and approve the Bank Resolution



Making Waves Academy
Board Meeting: June 10, 2024

RESOLUTION TO REMOVE AND ADD CHECK SIGNERS WITH CHASE BANK AND WESTERN ALLIANCE BRIDGE BANK

WHEREAS, the Board of Directors has determined to be in the best interest of the Making Waves Academy (MWA) to establish a banking resolution with Chase Bank and Western Alliance Bridge Bank, (the Banks).

RESOLVED that:

1. Removed **Xiushi (Wallace) Wei** from Chase Bank and Western Alliance Bridge Bank.
2. The official(s) designated below (“Authorized Official(s)”) is/are duly elected and holding the office shown, authorized to open and close bank accounts, sign checks, execute any notes, drafts, agreements and other documents and instruments, pledge and encumber property of the MWA (including, without limitation, bank accounts) and the signatures below are the genuine signatures of such persons.

Authorized Official(s):

Alicia M. Klein
Printed Name

Board President
Title

Alton B. Nelson, Jr.
Printed Name

Chief Executive Officer
Title

Elizabeth Martinez
Printed Name

Chief Operating Officer
Title

Hung T. Mai
Printed Name

Director of Finance
Title

3. The resolutions shall continue to be in full force and effect until express written notice of its/their rescission, modification or termination has been received by the Bank. Any and all prior resolutions received and certified by the Bank shall continue to have full force and effect until the Bank receives such written notice. Any rescission, modification or termination of a resolution must be accompanied by written notification to the Bank.



IN WITNESS WHEREOF, I certify that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the Board of Directors, which was held in accordance with State law and the Bylaws of MWA.

Signature of Secretary

Printed Name

Date

Coversheet

Academic Calendar 2023-2024 Revised for Emergency School Closure

Section: VI. Consent Action Items
Item: A. Academic Calendar 2023-2024 Revised for Emergency School Closure
Purpose: Vote
Submitted by: Katharine Mason
Related Material: MWA Academic Calendar_2023-2024 REVISED for CLOSURE.pdf

BACKGROUND:

The 2023-2024 Academic Calendar was approved by the Board on June 15, 2023. During the 23-24 school year, MWA initiated an emergency closure on February 26, 2024 due to a neighborhood lockdown in close proximity to the campus. Staff and Faculty worked from home and school was cancelled.

RECOMMENDATION:

Approve the revised 2023-2024 Academic Calendar

MWA 2023/24 Calendar

July 2023							August 2023							September 2023							October 2023						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				
30	31																										

November 2023							December 2023							January 2024							February 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2		1	2	3	4	5	6					1	2	3
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
12	13	14	15	16	17	18	10	11	12*	13*	14*	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29		
							31																				

March 2024							April 2024							May 2024							June 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3*	4*	5*	6*	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	23	24	25	26	27	28	29	
31							30														30						

180

Holidays =	15	Total Instructional Days	180
Recess =	18	Emergency Closure Day	1
Teacher PD (no school for students) =	7	Total Teacher Work Days	13
Teacher Work Day (no school for students) =	5	Total Saturdays (1/2 Days)	1.5
Saturday Teacher Half Days =	3	Total Teacher Workdays	195.5
# First day for 5th/9th Graders =	1	Semester 1	81
* Early Dismissal (1:00pm) =	7	Semester 2	99
First & Last Day of School (all students)			
First & Last Day for Teachers			
# Progress Reports			
# Summer School			
# Contingency School Days (to be used for unexpected school closures)			
Sustainability Fridays for Staff =	5		
Emergency Closure/Teacher workday			

Federal holidays 2023/24

Jul 4, 2023	Independence Day	Nov 23-24, 2023	Thanksgiving	Jan 1, 2024	New Year's Day	Apr 1, 2024	Cesar Chavez Day (obs.)
Sep 4, 2023	Labor Day	Dec 22, 2023	Christmas Eve (obs.)	Jan 15, 2024	Martin L. King Day	May 27, 2024	Memorial Day
Oct 9, 2023	Indigenous People's Day	Dec 25, 2023	Christmas Day	Feb 19, 2024	Presidents' Day	Jun 19, 2024	Juneteenth
Nov 10, 2023	Veterans Day (obs.)	Dec 29, 2023	New Year's Eve (obs.)				

Board Approved: 06/15/2023

Revised 052324 KM pending Board re-approval

Coversheet

Academic Calendar 2024-2025 Revised

Section: VI. Consent Action Items
Item: B. Academic Calendar 2024-2025 Revised
Purpose: Vote
Submitted by: Katharine Mason
Related Material: MWA Academic Calendar_2024-2025 Rev1.pdf

BACKGROUND:

The Academic Calendar 2024-2025 was approved by the Board on January 29, 2024. It has been revised to add a 1pm early release on June 6, 2025. This change mirrors the 1pm dismissal schedule for the current school year, and is recommended to continue in subsequent school years.

RECOMMENDATION:

Approve the revised 2024-2025 Academic Calendar

MWA 2024/25 Academic Calendar

July 2024						
Su	Mo	Tu	We	Th	Fr	Sa
	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			

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				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

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		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		

November 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					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

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
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				

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			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 2025						
Su	Mo	Tu	We	Th	Fr	Sa
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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	

March 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						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 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
30						

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				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 2025						
Su	Mo	Tu	We	Th	Fr	Sa
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					

	Holidays = 15		
	Recess = 18		
	Teacher PD (no school for students) = 7	Total Instructional Days	182
	Teacher Work Day (no school for students) = 10	Total Teacher Work Days	17
	# First day for 5th/9th Graders =		
	* Early Dismissal (1:00pm) = 7	Total Teacher Workdays	199
	First & Last Day of School (all students)		
	First & Last Day for Teachers	Semester 1	85
	# Progress Reports	Semester 2	97
	# Contingency School Days (to be used for unexpected school closures)		
	Sustainability Fridays for Staff = 5		

Federal Holidays 2024/25

Jul 4, 2024	Independence Day	Nov 28-29 2024	Thanksgiving	Jan 1, 2025	New Year's Day	May 26, 2025	Memorial Day
Sep 2, 2024	Labor Day	Dec 24, 2024	Christmas Eve	Jan 20, 2025	Martin L. King Day	Jun 19, 2025	Juneteenth
Oct 14, 2024	Indigenous People's Day	Dec 25, 2024	Christmas Day	Feb 17, 2025	Presidents' Day		
Nov 11, 2024	Veterans Day	Dec 31, 2024	New Year's Eve	Mar 31, 2025	Cesar Chavez Day		

Board Approved: 1/29/24

Revised 6/3/24 KM pending Board re-approval

Coversheet

Academic Calendar 2025-2026 School Year

Section: VI. Consent Action Items
Item: C. Academic Calendar 2025-2026 School Year
Purpose: Vote
Submitted by: Katharine Mason
Related Material: MWA Academic Calendar_2025-2026.pdf

BACKGROUND:

The 2025-2026 Academic Calendar outlines the important dates for staff, families and students including school days, holidays, breaks, early dismissal days, progress reports, and more. In the 25-26 academic year, different from past years, the four (4) contingency days are noted throughout the school year, to be use as needed, rather than accumulate them at the end of the school year. This will provide staff and families with greater predicability around the last day of the school year and less disruption to end of year plans should contingency days be needed.

RECOMMENDATION:

Approve the 2025-2026 Academic Calendar

MWA 2025/26 Academic Calendar

July 2025	August 2025	September 2025	October 2025																																																																																																																																																																															
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Holidays = 15	Total Instructional Days = 182
Recess = 18	Total Teacher Work Days = 17
Teacher PD (no school for students) = 7	Total Teacher Workdays = 199
Teacher Work Day (no school for students) = 10	Semester 1 = 85
# First day for 5th/9th Graders	Semester 2 = 97
* Early Dismissal (1:00pm) = 7	
First & Last Day of School (all students)	
First & Last Day for Teachers	
# Progress Reports	
⊘ Contingency School Days (to be used for unexpected school closures) = 4	
Sustainability Fridays for Staff = 5	

Federal holidays 2025/26

Jul 4, 2025 Independence Day	Nov 27-28, 2025 Thanksgiving	Jan 1, 2026 New Year's Day	May 27, 2026 Memorial Day
Sep 1, 2025 Labor Day	Dec 24, 2025 Christmas Eve	Jan 15, 2026 Martin L. King Day	Jun 19, 2026 Juneteenth
Oct 13, 2025 Indigenous People's Day	Dec 25, 2025 Christmas Day	Feb 17, 2026 Presidents' Day	
Nov 11, 2025 Veterans Day	Dec 31, 2025 New Year's Eve	Mar 30, 2026 Cesar Chavez Day Observed	

Board Approved:

Pending Board approval on June 10, 2024

Coversheet

Vendor invoices for April 2024

Section: VI. Consent Action Items
Item: D. Vendor invoices for April 2024
Purpose: Vote
Submitted by: Hung Mai
Related Material: Bill Payment List - April 2024.pdf

BACKGROUND:

Vendor invoices for April 2024.

RECOMMENDATION:

Review and approve April 2024 vendor invoices.

Making Waves Academy				
Bill Payment List				
April 2024				
Date	Num	Vendor	Amount	Descriptions
4/15/2024	18903	501(c) Agencies Trust	\$ 22,422.84	Unemployment Insurance
4/15/2024	18904	AAA Business Supplies & Interiors	\$ 2,102.81	Supplies
4/15/2024	18905	All Cal Golf and Industrial Vehicle/ East Bay Golf	\$ 1,763.27	Repairs and Maintenance - Building
4/1/2024	18862	Alvarez, Arturo	\$ 31.50	Contracted Services
4/8/2024	18882	Amplify Education, Inc	\$ 687.70	Supplies
4/22/2024	18926	Anchor Counseling & Education Solutions	\$ 22,872.50	SPED Service
4/22/2024	18927	Artint Film	\$ 1,550.00	Contracted Services
4/22/2024	18928	AT&T CALNET	\$ 1,333.89	Utility
4/29/2024	18945	Avant Assessment, LLC	\$ 107.10	Contracted Services
4/8/2024	18883	Bay Area Charters	\$ 4,475.00	Transportation for Field Trip and Sport
4/22/2024	18929	Bay Area Charters	\$ 4,511.25	Transportation for Field Trip and Sport
4/29/2024	18946	Bay Area Charters	\$ 3,577.50	Transportation for Field Trip and Sport
4/15/2024	18906	Bay Area International Translation Services LLC	\$ 550.00	Translation Services
4/22/2024	18930	Bay Area International Translation Services LLC	\$ 1,890.00	Translation Services
4/29/2024	18947	Bay Area International Translation Services LLC	\$ 2,210.00	Translation Services
4/8/2024	18884	Bigbreak, LLC	\$ 28,148.91	Student Food
4/15/2024	18907	Bigbreak, LLC	\$ 30,078.20	Student Food
4/22/2024	18931	Boateng, Sharonda	\$ 458.02	Reimbursement
4/8/2024	18885	California Choice Benefit Administrators	\$ 175,359.17	Health Insurance
4/15/2024	18908	CDW Government	\$ 38.39	IT Supplies
4/15/2024	18909	CellGate	\$ 359.40	Contracted Services
4/1/2024	18863	Charter Safe	\$ 15,580.00	Liability and Worker Comp Insurance
4/25/2024		Chase	\$ 25,532.15	Credit Card Payment
4/1/2024	18864	ChildCare Careers, LLC	\$ 2,900.72	Substitutes Fee
4/8/2024	18886	ChildCare Careers, LLC	\$ 3,273.31	Substitutes Fee
4/15/2024	18910	ChildCare Careers, LLC	\$ 3,223.50	Substitutes Fee
4/22/2024	18932	ChildCare Careers, LLC	\$ 3,215.35	Substitutes Fee
4/1/2024	18865	Cintas	\$ 5,878.41	Custodial Supplies
4/15/2024	18911	Cintas	\$ 2,575.97	Custodial Supplies

Making Waves Academy				
Bill Payment List				
April 2024				
Date	Num	Vendor	Amount	Descriptions
4/29/2024	18948	Cintas	\$ 3,389.63	Custodial Supplies
4/17/2024		Click & Pledge	\$ 25.00	Contracted Services
4/15/2024	18912	CliftonLarsonAllen LLP	\$ 12,880.35	Legal Fees
4/15/2024	18913	Colonial Life	\$ 311.10	Health Insurance
4/8/2024	18887	Concur Technologies, Inc.	\$ 387.58	IT Contracted Services
4/15/2024	18914	Cornerstone Educational Solutions	\$ 7,482.87	Contracted Services
4/8/2024	18888	Corodata	\$ 72.18	Storage Fee
4/22/2024	18933	Cruz-Reiber, Jeannette	\$ 700.00	Contracted Services
4/8/2024	18889	Dialink Corporation	\$ 2,232.24	IT Contracted Services
4/29/2024	18949	EBMUD	\$ 8,869.12	Utility
4/8/2024	18890	Edmentum	\$ 1,280.00	IT Contracted Services
4/8/2024	18891	EdTec Inc	\$ 1,251.67	School Attendance Service
4/8/2024		Equitable Talent Strategies	\$ 12,500.00	Contracted Services
4/1/2024	18866	Fastrak	\$ 7.00	Toll
4/22/2024	18934	Global Office Inc	\$ 922.68	Copier Lease
4/29/2024	18950	Global Office Inc	\$ 660.77	Copier Lease
4/29/2024	18951	Hanna Interpreting Services LLC	\$ 13,967.73	Contracted Services
4/24/2024		Harland Clarke	\$ 274.20	Supplies
4/22/2024	18935	Hernandez Party Rentals	\$ 365.00	Contracted Services
4/1/2024	18867	Jostens	\$ 2,531.47	Graduation Supplies
4/15/2024	18915	Jostens	\$ 714.42	Graduation Supplies
4/22/2024	18936	Jostens	\$ 1,012.66	Graduation Supplies
4/22/2024	18937	Justifacts Credential Verification, Inc	\$ 65.00	Background Check
4/8/2024	18892	Kronos	\$ 2,250.00	Payroll system
4/15/2024	18916	Kronos	\$ 10,338.68	Payroll system
4/15/2024	18917	Law Offices of Young, Minney & Corr, LLP	\$ 7,627.50	Legal Fees
4/22/2024		Layered Education	\$ 10,000.00	Contracted Services
4/1/2024	18868	LBM, Business Services Inc.	\$ 1,500.00	E-Rate
4/15/2024	18918	Linde Group	\$ 64,089.28	IT Support

Making Waves Academy				
Bill Payment List				
April 2024				
Date	Num	Vendor	Amount	Descriptions
4/8/2024	18893	Making Waves Education Foundation	\$ 153,403.00	School Lease
4/22/2024	18938	Making Waves Education Foundation	\$ 2,397.00	School Lease
4/8/2024	18894	Marin Benefits Administrators	\$ 350.00	Contracted Services
4/15/2024	18919	MealTime, a part of Harris School Solutions	\$ 1,060.00	Contracted Services
4/8/2024		Monsalve, Manuela	\$ 2,580.00	Contracted Services
4/1/2024	18869	Nelson Connects	\$ 2,326.20	Staff Recruitment
4/8/2024	18895	Nelson Connects	\$ 1,163.10	Staff Recruitment
4/22/2024	18939	Nelson Connects	\$ 1,114.64	Staff Recruitment
4/29/2024	18953	Nelson Connects	\$ 1,163.10	Staff Recruitment
4/15/2024		Northwest 84th Consulting, LLC	\$ 15,725.75	Contracted Services
4/1/2024	18870	Office Depot	\$ 289.13	Office Supplies
4/15/2024	18920	Office Depot	\$ 635.20	Office Supplies
4/22/2024	18940	Orkin Pest Control	\$ 871.97	Building Repairs/Maintenance
4/29/2024		Pacheco's Cleaning Service	\$ 51,750.00	Janitorial Services
4/29/2024		PG & E - 0911653377-0	\$ 3,100.46	Utility
4/29/2024		PG & E - 1229161920-8	\$ 10,106.24	Utility
4/29/2024		PG & E - 2052957541-5	\$ 2,941.72	Utility
4/29/2024		PG & E - 2538827590-8	\$ 9,709.57	Utility
4/29/2024		PG & E - 5344744823-3	\$ 1,997.74	Utility
4/29/2024		PG & E - 6293019192-9	\$ 6,778.09	Utility
4/1/2024	18871	PLIC - SBD GRAND ISLAND	\$ 21,819.99	Health Insurance
4/1/2024	18872	Precision Wireless Service	\$ 2,401.82	IT Supplies
4/1/2024	18873	Quick SWPPP Corporation	\$ 600.00	Building Repairs/Maintenance
4/15/2024		ReadyRefresh by Nestle	\$ 313.97	Drinking Water Supplies
4/15/2024		ReadyRefresh by Nestle	\$ 350.35	Drinking Water Supplies
4/8/2024		Republic Services #851	\$ 5,754.18	Waste Management
4/8/2024		Rids Brother Company Inc	\$ 8,320.50	SPED Transportation Service
4/1/2024	18874	Santiago, Jared	\$ 150.00	Reimbursement
4/1/2024	18875	Scoot Education Inc	\$ 8,219.64	Substitutes Fee

Making Waves Academy				
Bill Payment List				
April 2024				
Date	Num	Vendor	Amount	Descriptions
4/8/2024	18896	Scoot Education Inc	\$ 9,164.64	Substitutes Fee
4/22/2024	18941	Scoot Education Inc	\$ 7,972.64	Substitutes Fee
4/29/2024	18955	Scoot Education Inc	\$ 9,280.59	Substitutes Fee
4/1/2024	18876	Seneca Family of Agencies	\$ 13,460.00	SPED Service
4/8/2024	18897	Seneca Family of Agencies	\$ 8,358.63	SPED Service
4/22/2024	18942	Seneca Family of Agencies	\$ 13,460.00	SPED Service
4/15/2024		Stericycle, Inc.	\$ 77.60	Contracted Services
4/15/2024	18921	Sterling	\$ 67.70	Background Check
4/1/2024	18877	Swing Education, Inc	\$ 11,962.50	Substitutes Fee
4/8/2024	18898	Swing Education, Inc	\$ 9,243.75	Substitutes Fee
4/15/2024	18922	Swing Education, Inc	\$ 543.75	Substitutes Fee
4/22/2024	18943	Swing Education, Inc	\$ 12,868.75	Substitutes Fee
4/29/2024	18956	Swing Education, Inc	\$ 11,781.25	Substitutes Fee
4/29/2024		Talkspace Provider Network, PA	\$ 5,000.00	Psychologist
4/15/2024	18923	The HR Manager LLC	\$ 885.00	Contracted Services
4/15/2024	18924	The Speech Pathology Group	\$ 1,738.11	SPED Service
4/8/2024	18899	T-Mobile	\$ 5,920.00	Telephone
4/8/2024		Verizon Wireless	\$ 5,153.02	Telephone
4/1/2024	18878	Vision Service Plan	\$ 1,622.71	Health Insurance
4/15/2024	18925	Wells Fargo Vendor Financial Services, LLC	\$ 5,799.19	Copier Lease
		April 2024	\$ 986,168.18	
		April 2023	\$ 890,318.05	

Coversheet

2024-25 Consolidated Application and Reporting System (CARS) for Funding

Section: VI. Consent Action Items
Item: E. 2024-25 Consolidated Application and Reporting System (CARS) for Funding
Purpose: Vote
Submitted by: Hung Mai
Related Material: Federal Grant 2024-25 Consolidated Application for Funding.pdf

BACKGROUND:

Making Waves Academy is required to submit a 2024-25 Consolidated Application to the California Department of Education in order to receive funding for Categorical Aid Programs, which include Title I, Title II, Title III English Learner and Immigrant, and Title IV. As stated on the application, the LEA is required to review and receive approval of their Application for Funding selections with their local governing board.

RECOMMENDATION:

Board to review and approve 2024-25 CARS Application for Funding

2024–25 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, 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
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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
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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.

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

5C MOU

Section: VI. Consent Action Items
Item: F. 5C MOU
Purpose: Vote
Submitted by: Alton B. Nelson Jr.
Related Material: 5C MOU 24-25.pdf

BACKGROUND:

Review the MOU for MWA's participation in the Contra Costa County Charter Coalition ("5C"). While the amount falls below the threshold for board approval, it is important that you have an opportunity to review the MOU and MWA's commitment.

Fiscal Impact: \$22,360

RECOMMENDATION:

Approve.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made as of July 1, 2024 (the “Effective Date”) by and between Contra Costa County Charter Coalition (5Cs) and participating Non-Profit Charter Network/School hereby referred to as _____, (each, a “Party” and together, the “Parties”). 5Cs is the fiscal sponsor of Contra Costa County Charter Coalition (5C).

This MOU outlines the required commitments and the benefits of coalition membership.

Mission

5C is a coalition of non-profit charter schools and networks whose members work collaboratively to ensure that all students and families in Contra Costa County have the ability to choose and attend a high quality, equitable public school.

Origin Story, Purpose & Strategy

Nearly 20 years ago, families who demanded access to high quality schools began founding Contra Costa County public charter schools, especially in neighborhoods where public schools had failed generations with persistently low academic outcomes and gaps in college access. Over the last several years, a dangerous and inaccurate narrative has emerged that threatens the existence of school options for Contra Costa County families. This narrative scapegoats public charter schools for long-standing problems in public education, while failing to address the need for quality school options for Black, Brown and underserved families or respecting the power and agency of Black, Brown and underserved families.

5C seeks to increase support for quality charter public schools and the respective political power through four major strategies:

1. **Leadership Development** - Development of charter school parent and youth leadership to lead campaigns that result in concrete gains in access to quality schools, equitable resources and equitable student outcomes. Development of advocacy leadership capacity among charter school educators, board members and school leaders and structure opportunities for a healthy advocacy ecosystem.
2. **Organize and lead campaigns** that lead to measurable increases in access, quality and equity in public education and build sustainable capacity and infrastructure for civic and political engagement.

3. **Engagement of influentials** including elected officials, community and district leaders and organizations to increase awareness of the positive contributions of public charter schools and to garner political support.

Principles of Engagement

Contributions

- Beginning in fall 2022, 5C is funded through a combination of philanthropy, grants, individual donors and Charter School/Network contributions.
- Charter Schools/Networks will contribute annually to support the 5C. Contributions are due by July 1, 2024.

Contributions can be sent via check to:

Contra Costa County Charter Coalition
333 Hegenberger Road, Suite 705
Oakland, CA 94621

Governance

- Each Charter Schools/Networks appoints a senior leader who serves on the 5C Executive Sponsoring Committee (ESC). Now that our 501c3 status is finalized, the ESC will roll into an official governing board on July 1, 2024.
- We have a working Board and each member will attend a minimum of 4 annual, mandatory meetings per school year and participate as able in smaller working groups.
- Each year, the Board will approve the organization's annual goals and measures of success for the 5C strategy and evaluate the Executive Director.

Expectations

- Charter School/Network leaders will facilitate the active participation of their schools in communications, leadership development institutes and at least one campaign per year.
 - Commit 1 dedicated staff member to spend 10-12 hours per week on 5C family organizing work.
 - Participation in 5C family/youth leadership institutes in summer and winter.
 - Distribute and promote communications including 5C newsletters, social media, non-partisan school board election information and events/actions/campaign invitations.

- Identifying key spokespeople who can share their personal experiences in earned, social and written media.
- Commitment to attendance at 3 collective actions and participation in at least 1 campaign.
- Participation in quarterly school leader meetings.
- Participation in quarterly 5C governing board meetings.

Benefits

5C provides unique benefits to our partner Charter Schools/Networks.

- Be a part of a historic, student and family-centered movement to reclaim the positive narrative about the role of public charter schools in Contra Costa County and to increase access to high quality, public schools.
- Be a part of changing the discourse and influencing public education policy and leadership that puts Black, Brown and underserved families in positions of power and honors their agency to choose high quality public schools.
- Be a part of a ground-breaking movement that breaks down the silos between charter schools, community organizations and the public power structure to build a strong, city-wide movement.
- Be featured in our local, expert, authentic, data and story-driven communications campaigns that lifts up positive data and stories from stakeholders in your charter school/network.
- Build leadership capacity in your school/network through family organizing and leadership development.
- Access to expert, equity-centered, authentic messages, and communications collateral.

On behalf of _____ (Charter School/Network)

Signature _____ Date _____

Printed Name _____

Title _____

On behalf of Contra Costa County Charter Coalition

Signature Maribel Gonzalez Date 4/24/24

Printed Name: Maribel Gonzalez

Title Executive Director

Coversheet

CIF Representative to League

Section: VI. Consent Action Items
Item: G. CIF Representative to League
Purpose: Vote
Submitted by:
Related Material: CIF League Rep for 2024-25_JUNE 2024.pdf

2024-2025 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 28, 2024.**

Making Waves Academy School District/Governing Board at its June 10, 2024 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2024-2025 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Making Waves Academy
 NAME OF REPRESENTATIVE Alton Nelson, Jr. POSITION CEO
 ADDRESS 4123 Lakeside Dr. CITY Richmond ZIP 94806
 PHONE _____ FAX (510) 262-1518 E-MAIL anelson@mwacademy.org

NAME OF SCHOOL Making Waves Academy
 NAME OF REPRESENTATIVE Acting AD POSITION Athletic Director
 ADDRESS 4123 Lakeside Dr. CITY Richmond ZIP 94806
 PHONE _____ FAX (510) 262-1518 E-MAIL mwathletics@mwacademy.org

NAME OF SCHOOL Making Waves Academy
 NAME OF REPRESENTATIVE _____ POSITION Asst. Athletic Director
 ADDRESS 4123 Lakeside Dr. CITY Richmond ZIP 94806
 PHONE _____ FAX (510) 262-1518 E-MAIL arivera@mwacademy.org

NAME OF SCHOOL Making Waves Academy Principal
 NAME OF REPRESENTATIVE Tameka Jackson POSITION tjackson@mwacademy.org
 ADDRESS 4123 Lakeside Dr. CITY Richmond ZIP 94806
 PHONE _____ FAX (510) 262-1518 E-MAIL tjackson@mwacademy.org

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Alton B. Nelson, Jr. Signature [Signature]

Address 4123 Lakeside Dr. City Richmond Zip 94806

Phone (510) ~~504-4843~~ 262-1511 FAX (510) 262-1518

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.

Coversheet

Approve Minutes: May 6, 2024 Board Meeting

Section: VI. Consent Action Items
Item: H. Approve Minutes: May 6, 2024 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for May Board Meeting on May 6, 2024

APPROVED



Making Waves Academy

Minutes

May Board Meeting

Date and Time

Monday May 6, 2024 at 4:00 PM

Location

In-person at:

Making Waves Academy

4123 Lakeside Dr.

Richmond, CA 94806

And streaming on zoom:

[https://mwacademy.zoom.us/j/87855022048?](https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09)

[pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09](https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09)

Passcode: 073032

Or One tap mobile :

+16694449171,,87855022048#,,,,*073032# US

+16699006833,,87855022048#,,,,*073032# US (San Jose)

Or Telephone:

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

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 719 359 4580 US

+1 689 278 1000 US

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

Webinar ID: 878 5502 2048

Passcode: 073032

International numbers available: <https://mwacademy.zoom.us/j/87855022048>

Other remote location:

- Doylestown Public Library, 150 S. Pine Street, Doylestown, PA 18901

COMING SOON

- 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/4bi4s56>
- HAGA CLIC AQUÍ para acceder el reporte escolar/CLICK HERE to access the school board report in Spanish: <https://bit.ly/3Qq9VPh>

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:

Edeson Beredo at eberedo@mwacademy.org or 510-410-0518.

Public Comment

- The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.
- Under Public Comment, members of the public may
 - Comment on items on the agenda
 - Comment on items not on the agenda
 - **Presentations are limited to two minutes each**, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.

- **Speakers may submit a request to speak before 9:00 AM on the day of the board meeting, fill out a comment card at the meeting, or raise their hand/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 eberedo@mwacademy.org in English or Spanish.**
 - Your submission should:
 - indicate if it is a general public comment for the beginning of the meeting or a comment for a specific agenda item (please include the item number).
 - include your name so that you can be called when it is your turn to speak.
 - During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.
- Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/legal guardian wishes a name be included, one must inform the board prior to their public comment.

Comentarios públicos

- *El público puede dirigirse a la Junta Directiva de la MWA con respecto a cualquier asunto dentro de la jurisdicción del tema materia por la Junta Directiva de la MWA.*
- *Bajo comentario público, los miembros del público pueden:*
 - *Hacer comentarios sobre los puntos del orden del día*
 - *Hacer comentarios sobre puntos no incluidos en el orden del día*
 - **Las presentaciones están limitadas a dos minutos cada una, o un total de veinte minutos para todos los oradores, o se puede acortar el límite de dos minutos.**
- *De acuerdo con la Ley Brown, la Junta Directiva de la MWA puede escuchar los comentarios, pero no discutirán ni tomarán medidas sobre los temas presentados. La respuesta de los miembros de la Junta Directiva a las declaraciones o preguntas de las personas que comentan temas que no figuran en el orden del día es muy limitada.*
- **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 eberedo@mwacademy.org en inglés o español.**
 - *En su solicitud:*
 - *Incluya su nombre para que pueda ser llamado cuando sea su turno de hablar.*
 - *indicar si es un comentario público general para el comienzo de la reunión o si es comentario público sobre un artículo específico del programa (incluya el número del artículo).*

- *Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.*
- *En virtud de la SB1036, las actas de esta reunión omitirán los nombres de los estudiantes y padres y otra información del directorio, excepto cuando lo requiera la orden judicial o por la ley federal. Si un padre/tutor legal desea que se incluya un nombre, se debe informar a la junta antes de su comentario público.*

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:

Edeson Beredo at eberedo@mwacademy.org or 510-410-0518.

Please note that all agenda times are estimates.

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

Directors Present

Alicia Klein, Amy Obinyan, Esther Hugo (remote), Janis Glover, Jessica Laughlin (remote), Margaret Watson

Directors Absent

Layla Naranjo

Directors who arrived after the meeting opened

Jessica Laughlin

Guests Present

Alton B. Nelson Jr., Edeson Beredo, Elizabeth Martinez, Tameka Jackson

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 Monday May 6, 2024 at 4:10 PM.

B. Record Attendance

C. Remarks by Board President

Board president began by appreciating faculty staff and leadership at the beginning of Teacher Appreciation Week, then noted that the focus areas for the meeting were culture and climate; the web of systems supporting achievement and innovation, including coaching; and the final push toward the end of the school year.

D. Public Comment

No public comment was made.

II. Standing Reports

A. Mission Connection: Impact of Coaching

The board watched a video featuring ILT members, coaches and teachers speaking about the impact of coaching.

B. ASB Update

ASB Members provided an update on their successes, challenges, including items related to the March walkout, March board meeting public comment, and priorities for the rest of the year. Board members and leaders had questions and comments around the students' concerns about teacher retention, course offerings, after school events and activities, field trips, and ASB elections.

C. Deep Dive: Web of Systems

MWA Principal Dr. Tameka Jackson provided a deep dive into the interconnectedness of various systems within the educational framework and the role of data-driven decision-making in enhancing educational effectiveness. Board members asked questions and made comments, including about WAAGs submission and targeted instructional coaching.

Jessica Laughlin arrived at 4:45 PM.

D. Q&A on Written School Report

Board members had questions and comments about the written report related to attendance in parent workshops, student clubs, student diversity celebrations, and supporting students and their families in the college admission process.

E. Q&A on Written Chief Executive Officer Report (CEO)

Board members had questions and comments about the CEO's report related to follow-up on concerns voiced at the March meeting. The board also provided feedback on the draft of MWA Programmatic Principles.

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

Board members had questions and comments about the COO's report including leadership recruitment, meal satisfaction, and campus safety.

G. Q&A on Written Finance Report

Board members had no questions on the Finance Report. Board President noted that the Finance Advisory Committee was very pleased with the FY2025 budget draft, the CEO and CFO's right-sizing activities and the financial stewardship they demonstrate. Future iterations of the report is unlikely, unless the Governor's May Revise substantially changes the fiscal picture.

H. Break

III. Non-Action Items

A. Board Work and Advisory Committee Updates

- Two MWA Culture & Climate Committee members, Kendra Brown and Josie Beyer, provided an update on the staff satisfaction data, takeaways from listening sessions and proposed steps to build a strong community. The board praised the work of the group and the attitude they are bringing to the work.
- Members of the board culture and climate/DEI committees recommended including student culture and climate data and sharing the works of the committee to all MWA staff, and incorporating committee presentations into PD sessions.

The board took a 5 minute break.

B. LCAP Public Hearing

MWA CEO Alton Nelson and Principal Dr. Tameka Jackson presented the draft of the new MWA LCAP for the next 3-year cycle - beginning in AY 24-25. The board provided recommendations in the proposed LCAP including: including addition of plans for accelerated learners/high achievers in sections on differentiation, increasing 3-year goal metrics so they are all measurably above the current baseline, and including retention rate of teachers meeting proficient standards as a metric for LCAP Goal 3.

Board President noted that the final version of the LCAP will be voted on during the June board meeting.

C. EdCode Local Assignment Options List for 2024-2025

In compliance with the Board-approved MWA EdCode Local Assignment Policy, a list of credentialed teachers who have been approved to teach assignments through the EdCode Local Assignment options was presented to the board.

IV. Action Items

A. Special Education Service Agreement with Layered Education

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

Roll Call

Margaret Watson Aye
Janis Glover Aye
Jessica Laughlin Aye
Alicia Klein Aye
Amy Obinyan Aye
Layla Naranjo Absent
Esther Hugo Aye

B. CCCOE Teacher Induction Program MOU 2024-2025

Janis Glover made a motion to approve.
Esther Hugo seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

Layla Naranjo Absent
Alicia Klein Aye
Jessica Laughlin Aye
Janis Glover Aye
Margaret Watson Aye
Amy Obinyan Aye
Esther Hugo Aye

C. MWA & San Francisco State University MOU

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

Roll Call

Margaret Watson Aye
Layla Naranjo Absent
Alicia Klein Aye
Jessica Laughlin Aye
Amy Obinyan Aye
Janis Glover Aye
Esther Hugo Aye

D. BEI Maintenance Contract

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

Roll Call

Margaret Watson Aye
Layla Naranjo Absent
Janis Glover Aye
Amy Obinyan Aye
Alicia Klein Aye
Jessica Laughlin Aye
Esther Hugo Aye

E. BEI Construction

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

Roll Call

Jessica Laughlin Aye
Margaret Watson Aye
Layla Naranjo Absent
Janis Glover Aye
Alicia Klein Aye
Esther Hugo Aye
Amy Obinyan Aye

F. Chefables

Janis Glover made a motion to approve.
Margaret Watson seconded the motion.
Board members had questions about what percent will be reimbursed from government subsidy and what food items are included in the contract.
The board **VOTED** unanimously to approve the motion.

Roll Call

Jessica Laughlin Aye
Alicia Klein Aye
Janis Glover Aye
Amy Obinyan Aye
Margaret Watson Aye
Layla Naranjo Absent
Esther Hugo Aye

G. CircleUp Education for DEI Training and Support

Jessica Laughlin made a motion to approve.
Janis Glover seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

Esther Hugo Aye

Roll Call

Janis Glover Aye
Amy Obinyan Aye
Layla Naranjo Absent
Margaret Watson Aye
Alicia Klein Aye
Jessica Laughlin Aye

V. Consent Action Items

A. Vendor invoices from February to March 2024

Esther Hugo made a motion to approve.
Janis Glover seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

Margaret Watson Aye
Layla Naranjo Absent
Esther Hugo Aye
Amy Obinyan Aye
Alicia Klein Aye
Jessica Laughlin Aye
Janis Glover Aye

B. SolarWinds Service Desk Renewal

Esther Hugo made a motion to approve.
Janis Glover seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

Margaret Watson Aye
Janis Glover Aye
Amy Obinyan Aye
Alicia Klein Aye
Layla Naranjo Absent
Esther Hugo Aye
Jessica Laughlin Aye

C. MWA Employee Handbook 2024-2025

Esther Hugo made a motion to approve.
Janis Glover seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

Janis Glover Aye
Alicia Klein Aye

Roll Call

Jessica Laughlin Aye
Layla Naranjo Absent
Margaret Watson Aye
Amy Obinyan Aye
Esther Hugo Aye

D. Student-Parent/Guardian Handbook 2024-25

Esther Hugo made a motion to approve.
Janis Glover seconded the motion.
Board President noted the course list chart on page 11 will be deleted.
The board **VOTED** unanimously to approve the motion.

Roll Call

Janis Glover Aye
Margaret Watson Aye
Layla Naranjo Absent
Esther Hugo Aye
Alicia Klein Aye
Jessica Laughlin Aye
Amy Obinyan Aye

E. 2024-2025 Bell Schedule and Instructional Minutes

Esther Hugo made a motion to approve.
Janis Glover seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

Layla Naranjo Absent
Jessica Laughlin Aye
Esther Hugo Aye
Janis Glover Aye
Alicia Klein Aye
Amy Obinyan Aye
Margaret Watson Aye

F. Approve Minutes: March 18, 2024 Board Meeting

Esther Hugo made a motion to approve the minutes from March Board Meeting on 03-18-24.
Janis Glover seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

Alicia Klein Aye
Jessica Laughlin Aye
Esther Hugo Aye

Roll Call

Layla Naranjo Absent
Margaret Watson Aye
Janis Glover Aye
Amy Obinyan Aye

G. Approve Minutes: March 25, 2024 CIRAC Meeting

Esther Hugo made a motion to approve the minutes from Spring CIRAC meeting on 03-25-24.

Janis Glover seconded the motion.

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

Roll Call

Alicia Klein Aye
Layla Naranjo Absent
Amy Obinyan Aye
Esther Hugo Aye
Margaret Watson Aye
Janis Glover Aye
Jessica Laughlin Aye

H. Approve Minutes: April 19, 2024 Special Board Meeting

Esther Hugo made a motion to approve the minutes from Special Board Meeting on 04-19-24.

Janis Glover seconded the motion.

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

Roll Call

Janis Glover Aye
Margaret Watson Aye
Layla Naranjo Absent
Alicia Klein Aye
Esther Hugo Aye
Amy Obinyan Aye
Jessica Laughlin Aye

I. Approve Minutes: April 22, 2024 Special Board Meeting

Esther Hugo made a motion to approve the minutes from Special Board Meeting on 04-22-24.

Janis Glover seconded the motion.

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

Roll Call

Amy Obinyan Aye
Janis Glover Aye
Esther Hugo Aye

Roll Call

Jessica Laughlin Aye
Margaret Watson Aye
Layla Naranjo Absent
Alicia Klein Aye

J. Approve Minutes: April 24th, 2024 Finance Advisory Meeting

Esther Hugo made a motion to approve the minutes from Finance Advisory Meeting on 04-24-24.

Janis Glover seconded the motion.

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

Roll Call

Margaret Watson Aye
Layla Naranjo Absent
Janis Glover Aye
Amy Obinyan Aye
Alicia Klein Aye
Jessica Laughlin Aye
Esther Hugo Aye

VI. Discussion Items

A. Appreciations by the Board of Directors

Board members thanked the team for the hard work evidenced by all the meeting included. Special appreciations were voiced for Dr. Jackson.

B. Schedule of Remaining Board of Directors Meetings for 2023-2024

- June 10, 2024, 11:00 am

C. End-of-Year Events

- June 6th: US Graduation, 6-7:30, US Gym; Board/Leadership Dinner, 7:30-9:00, MWEF Office
- June 7th: MS Promotion, 5-6:30pm, MS Gym

VII. 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 6:51 PM.

Respectfully Submitted,

Edeson Beredo

Coversheet

Approve Minutes: May 20, 2024 WASC Meeting

Section: VI. Consent Action Items
Item: I. Approve Minutes: May 20, 2024 WASC Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for WASC Committee Meeting on May 20, 2024

APPROVED



Making Waves Academy

Minutes

WASC Committee Meeting

Date and Time

Monday May 20, 2024 at 10:30 AM

Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/81008051340?pwd=a3JodEhnYS8yNUJ0azhaMIFHQIB3Zz09>

Passcode: 527744

Or One tap mobile :

+16694449171,,81008051340#,,,,*527744# US

+16699006833,,81008051340#,,,,*527744# US (San Jose)

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+1 669 444 9171 US

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+1 346 248 7799 US (Houston)

+1 719 359 4580 US

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

+1 689 278 1000 US
+1 929 436 2866 US (New York)
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)

Webinar ID: 810 0805 1340

Passcode: 527744

International numbers available: <https://mwacademy.zoom.us/j/kcwOS68ODg>

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:

Edeson Beredo eberedo@mwacademy.org.

Committee Members Present

Alicia Klein (remote), Alton B. Nelson Jr. (remote), Esther Hugo (remote)

Committee Members Absent

None

Guests Present

Arika Spencer-Brown (remote), Bryann Fitzpatrick (remote), Carrera Padilla (remote), Edeson Beredo (remote), Eric Becker (remote), Tameka Jackson (remote), Zachary Rubin (remote)

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Alicia Klein called a meeting of the WASC Committee of Making Waves Academy to order on Monday May 20, 2024 at 10:33 AM.

II. WASC Advisory Committee Annual Review Meeting

A. Opening Comments

Mr. Nelson started the meeting by welcoming the participants and presenting an outline of the agenda.

B. WASC Updates

Mr. Nelson led the review of the WASC progress-to-goals report and the newly proposed 3-year LCAP/WASC Plan. The participants also reviewed the Mid-Cycle Visit report from the past spring and discussed updates, progress, and key takeaways that need to be tracked through the end of our WASC cycle. The committee members asked questions about the materials and presentation, particularly regarding the data in some progress-to-goals sections. Board members had no further comments on the LCAP draft, beyond all the items shared at the May 6th board meeting.

C. Newly Proposed LCAP/WASC Three-Year Plan Review

Board members requested that the revised LCAP/WASC Plan for the June board meeting include an executive summary that notes the specific changes from the previous draft as well as goal areas and page locations. The executive summary should precede the document itself in the board packet. A suggestion was made that in the future, the LCAP draft might be reviewed by the committee before it is presented to the board; leadership noted this may not be possible or desirable.

D. Discussion of Approach to Meetings

Committee members discussed the approach to future meetings, which includes combining the spring CIRAC and WASC committee meetings, reading progress reports beforehand, and targeting high-focus areas such as math achievement growth, college and career outcomes, and community climate, as well as adequate time for questions from board members on the pre-reads.

E. Exit Tickets - Evaluation of the Meeting

Mr. Nelson shared an exit ticket survey form for meeting participants. Meeting participants shared reflections on the meeting.

III. Closing Items

A. Public Comment

There was an opportunity for public comment. No public comments were made.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 12:07 PM.

Respectfully Submitted,

Edeson Beredo