Making Waves Academy

June Board Meeting

Date and Time

Monday June 16, 2025 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=SVFZNGlTbVVHb1NFYUd2WWNTaW8wQT09
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)
+1 253 205 0468 US
+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/u/keaPhEAWej

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://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:b0d63deb-2b65-4e64-9482-9d332a156108
- HAGA CLIC AQUI para acceder el reporte escolar/CLICK HERE to access the school board report in Spanish: https://bit.ly/4eLd72o

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:
Bryann Fitzpatrick at bfitzpatrick@mwacademy.org or (510) 994-6486.

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 bfitzpatrick@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 publico 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 bfitzpatrick@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:

Bryann Fitzpatrick at bfitzpatrick@mwacademy.org or (510) 994-6486.
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	10 m
	Focus Area: College and Career **WASC/LCAP Goal:** Goal 2- College and Career Readiness Welcome Felicia Selva, congratulations to Amy Obinyan Appreciation of Jess Laughlin Reflections on the year			
D.	Public Comment		Alicia Malet Klein	20 m

- 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

Purpose Presenter Time

- 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 of a comment card at the meeting, or use the raise hand function during the public comment sections of the meeting.***
  - ***If you would like to send your request to speak prior to the meeting, please email your request to bfitzpatrick@mwacademy.org*** *in English or Spanish.*
  - *Your submission should:*
    - *indicate if it is a general public comment for the beginning of the meeting or a comment for a specific agenda item (please include the item number).*
    - *include your name so that you can be called when it is your turn to speak.*
  - *During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.*
- Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment.
- De acuerdo con AB 361 en el Estado de California, organizaremos esta reunión de la junta directiva a través de teleconferencia debido a la siguiente circunstancia:
- La Junta Directiva de MWA sea reunera durante un estado de emergencia proclamado por el Estado de California debido a la pandemia de COVID-19.

- *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*

	Purpose	Presenter	Time

- ***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 publico 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 bfitzpatrick@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.*

II. Closed Session — 11:31 AM

		Purpose	Presenter	Time
A.	Public Employee Discipline/Dismissal/Release	Discuss	Alicia Malet Klein	30 m

Pursuant to Section 54957, the board will adjourn to closed session to discussion confidential personnel matters.

III. Standing Reports — 12:01 PM

		Purpose	Presenter	Time
A.	Deep Dive/Mission Connection: MWA Graduates	Discuss	A. Spencer-Brown and A. Adams	15 m

		Purpose	Presenter	Time
	Video showcasing MWA graduating class and overview of 22nd Wave college admissions			
B.	Q&A on Written School Report	Discuss	Tameka Jackson	15 m
	Board members will have an opportunity to ask questions about the contents of the written school report focusing on college admissions.			
C.	Q&A on Chief Executive Officer Report (CEO)	FYI	Alton B. Nelson Jr.	10 m
	Board members will have an opportunity to ask questions about the contents of the written CEO report focusing on end-of-year reflections.			
D.	Q&A on Chief Operating Officer Report (COO)	Discuss	Elizabeth Martinez	10 m
	Board members will have an opportunity to ask questions about the contents of the written COO report focusing on end-of-year reflections.			
E.	Q&A on Written Finance Report	Discuss	Elizabeth Martinez	5 m
	Board members will have an opportunity to ask questions about the contents of the written report.			
F.	Break			5 m
IV.	**Non-Action Items**			**1:01 PM**
A.	Board Work and Advisory Committee Updates	FYI	Esther Hugo	15 m
	Board members will need to complete mandated bi-annual Brown Act/Ethics training by January 2026. Information on the webinar to fulfill this requirement provided by our attorneys, YM&C, will be forthcoming.			
	Advisory Committees will provide a summary of work-to-date and next steps; committees in bold will present.			
	• Advisory Committees ◦ **Curriculum and Instruction Review/WASC** ◦ Finance ◦ **DEIB/Culture and Climate** ◦ Audit			
B.	Local Indicators	FYI	Tameka Jackson	15 m

		Purpose	Presenter	Time

Presentation of MWA's Local Indicators for the 2025 CA Dashboard-- presented in the same meeting that the LCAP is voted on.

V. Action Items — 1:31 PM

		Purpose	Presenter	Time
A.	Local Control Action Plan (LCAP)	Vote	Tameka Jackson	5 m

The board will vote on approving the 2024-25 LCAP, which was previewed at a public hearing at the May board meeting.

		Purpose	Presenter	Time
B.	FY26 Budget	Vote	E Martinez & L Lee	5 m

Board will vote on the budget for the next fiscal year, which has been recommended by the Financial Advisory Committee.

Fiscal Impact: $32,170,015

		Purpose	Presenter	Time
C.	2025-26 Consolidated Application and Reporting System (CARS)	Vote	Lawrence Lee	5 m

The board will review and vote to approve the 2025-26 Consolidated Application in order to receive funding for Categorical Aid Programs from the CDE.

		Purpose	Presenter	Time
D.	Updated Bank Resolution and Fiscal Policy	Vote	Elizabeth Martinez	5 m

Approval of updates to the bank resolution and fiscal policy to reflect current leadership changes and ensure compliance with financial procedures.

		Purpose	Presenter	Time
E.	2025–26 Bell Schedule and Instructional Minutes	Vote	Elizabeth Martinez	5 m

Approval of the bell schedule and instructional minutes for the 2025–26 school year in compliance with state requirements.

		Purpose	Presenter	Time
F.	Emergency Water - SOS Survival Products	Vote	Elizabeth Martinez	1 m

Review proposal to purchase required emergency water supply with a 20-year shelf life.

Fiscal Impact: Not to Exceed $62,000

		Purpose	Presenter	Time
G.	The Lunch Master Contract	Vote	Matt Smith	

Board to approve contract for the 2025-2026 SY with The Lunch Master.

Fiscal Impact: $394,401.15

		Purpose	Presenter	Time
H.	CEO Employment Agreement	Vote	Alicia Malet Klein	5 m

The board will vote on a new contract for the CEO.

VI. Consent Action Items — 2:02 PM

Total fiscal impact: $4,981,823.51

A.	PowerSchool SIS and Unified Classroom Behavior Products	Vote	Damon Edwards	1 m

Addendum and renewal quotes for the PowerSchool SIS and Unified Classroom Behavior products. PowerSchool is an online student information system used for grading, attendance, as well as housing student and staff demographic data.

Fiscal Impact: $30,157.89

B.	TalkSpace Agreement	Vote	Damon Edwards

The board will vote on the agreement to provide telehealth services for students who qualify under our new MTSS/PBIS model.

Fiscal Impact: $63,000

C.	Cisco Smartnet Annual Renewal Agreement	Vote	Damon Edwards

Cisco Smartnet support contracts provide technical and hardware warranty support for all network and firewall equipment utilized across the MWA campus.

Fiscal Impact: $60,237.60

D.	BEI Maintenance Contract	Vote	Damon Edwards

1-year maintenance agreement covering specialized support and upkeep for MWA's physical security IT systems, including Avigilon access control and cameras.

Fiscal Impact: $32,068.33

E.	APEX Renewal Agreement	Vote	Damon Edwards

Apex Learning is the online course platform that MWA utilizes for credit recovery in the Upper School.

Fiscal Impact: $55,853.62

		Purpose	Presenter	Time
F.	CharterSafe: Workers' Compensation Insurance Renewal	Vote	Elizabeth Martinez	

Annual renewal of the workers' compensation insurance policy for Making Waves Academy through CharterSafe.

Fiscal Impact: $156,773

G.	Cornerstone	Vote	Glynis Shulters	

Annual approval for non-public agency services for Special Education assessments

Fiscal Impact: $111,701.00

H.	Seneca: Catalyst Academy	Vote	Glynis Shulters	

Annual approval of Catalyst Academy as a non-public school for students receiving non-public school placement.

Fiscal Impact: $71,928.00

I.	Seneca Counseling Solutions	Vote	Glynis Shulters	

Annual approval for Special Education non-public agency services for mental health services

Fiscal Impact: $265,000.00

J.	Cross Country Education	Vote	Glynis Shulters	

Annual approval for Special Education non-public agency services for adapted physical education and one-to-one aide services.

Fiscal Impact: $46,101.40

K.	SPG Therapy & Education	Vote	Glynis Shulters	

Annual approval for non-public agency Special Education services for physical therapy, behavior support, and assistive technology.

Fiscal Impact: $29,560.25

L.	RIDS Brothers	Vote	Glynis Shulters	

Annual approval for Special Education transportation.

		Purpose	Presenter	Time
	Fiscal Impact: $67,531.00			
M.	Anchor Counseling Solutions	Vote	Glynis Shulters	
	Annual approval for non-public agency Special Education services for speech and language, occupational therapy, and case management.			
	Fiscal Impact: $236,506.57			
N.	2025-26 Education Protection Account (EPA)	Vote	Lawrence Lee	
	Board to approve the use of EPA funds. These cannot be used for the salaries or benefits of administrators or any other administrative costs.			
O.	Vendor Invoices	Vote	Lawrence Lee	
	Board reviews and approves bill payments for April and May 2025.			
	Fiscal Impact: $2,197,722.85			
P.	Arthur J. Gallagher (AJG) Insurance Package	Vote	Elizabeth Martinez	
	Annual approval of the organization’s insurance package, including general liability and property coverage, for the 2025–26 school year.			
	Fiscal Impact: $768,682			
Q.	Pacheco's Cleaning Service	Vote	Elizabeth Martinez	
	Approval of the custodial contract for 2025–26 to ensure continued maintenance and cleaning services across campuses.			
	Fiscal Impact: $642,000			
R.	Updated A–G Completion Improvement Grant Budget	Vote	Elizabeth Martinez	
	Approval of revised A–G grant budget allocation for 2025–26, totaling up to $60,000 to support an estimated 485 eligible students.			
	Fiscal Impact: $147,000			
S.	Minutes: May Board Meeting	Approve Minutes	Alicia Klein	

		Purpose	Presenter	Time

MWA Board reviews and accepts the May board meeting minutes.

T.	Minutes: May Special Board Meeting	Approve Minutes	Alicia Malet Klein	

MWA Board reviews and accepts the 5/14/25 Special Board Meeting minutes.

U.	Minutes: June Special Board Meeting	Approve Minutes	Alicia Malet Klein	

MWA Board reviews and accepts the 6/4/25 Special Board Meeting minutes.

V.	Minutes: Finance Advisory Committee	Approve Minutes	Alicia Malet Klein	

Review and accept the minutes from the June 4, 2025 Finance Advisory Committee meeting.

Approve minutes for Finance Advisory Committee Meeting on June 4, 2025

VII. Discussion Items — 2:03 PM

A.	Schedule of Board of Directors Meetings for 2025-26	FYI	Alicia Klein	1 m

- Sep 8, 2025 at 4pm
- Oct 20, 2025 at 4pm
- Dec 15, 2025 at 11am
- Jan 26, 2025 at 11am
- Mar 9, 2026 at 4pm
- May 4, 2026 at 4pm
- Jun 15, 2026 at 11am

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

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

VIII. Day-of Presentation Slides (MWA Board: Do Not Read in Advance) — 2:09 PM

		Purpose	Presenter	Time
A.	Slides Presented at Board Meeting (Staff please do not link presentations here)	FYI	Bryann Fitzpatrick	
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 articulos 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 articulos incluyen una hoja de portada; las hojas de portada se crean principalmente para articulos que requieren explicación más allá de la breve descripción del articulo.

This year, we will continue to translate the board agenda to Spanish. Additionally, this year we will be translating the coversheets which provide a brief explanation of the items on the agenda as well as the school report which is written by the Senior School Director and her school leaders. Please note that not all items include a coversheet - coversheets are mostly created for items that require more explanation beyond the brief item description.

IX. Closing Items

A.	Adjourn Meeting	Vote	Alicia Klein	

Coversheet

Q&A on Written School Report

Section: III. Standing Reports
Item: B. Q&A on Written School Report
Purpose: Discuss
Submitted by:
Related Material: June_School Board Report_2024-25.pdf

Board Report

School-Wide

School Board Report - June 2025

Upper School/School-wide

Dr. Tameka Jackson, Principal
Marjorie McCowan, Interim Assistant Principal for Upper School
Tina Garrison, Assistant Principal for Middle School
Alefiyah Lokhandwala, Math Instructional Coach

What

As the school year comes to a close, our focus has sharpened across key areas to ensure strong finishes and seamless transitions into the next year. Coaching efforts have become more strategic, targeting each teacher's lowest-scoring area from recent evaluations to maximize growth. We successfully completed a new teacher bootcamp centered on classroom management, awarding certificates to all graduates and providing additional coaching support where needed.

In parallel, grade-level teams held reflective end-of-year meetings and coordinated onboarding for incoming 5th graders. Combined meetings for 5th and 6th grades aligned instructional priorities and academic goals, ensuring continuity between Core Day and Extended Day programming.

Math instruction benefited from comprehensive coaching and observations for all middle and upper school teachers. Final Professional Learning Communities (PLCs) celebrated teacher growth and collaboration, while MAP testing showed encouraging student progress. However, the departure of four math teachers signals staffing challenges ahead.

So What

This strategic coaching model delivers personalized support rooted in evaluation data, directly addressing teachers' development needs. The new teacher bootcamp's success underscores persistent classroom management challenges and highlights teachers' commitment to professional growth. Certificates serve as tangible recognition of their achievements and readiness.

Grade-level coordination fosters a shared understanding of instructional goals and smooth transitions, while ongoing coaching and targeted hiring efforts reinforce instructional quality and support for students. Student data analysis is driving informed interventions to meet diverse learning needs in the 5th and 6th grades.

In math, strengthened instructional practices and collaborative PLCs have positively impacted student learning, as evidenced by MAP gains (Measures of Academic Progress) MAPS is a computerized adaptive assessment that measures a student's knowledge of reading and math (In our case for math). Staff turnover can be destabilizing and undermines continuity, emphasizing the need for deliberate planning to maintain momentum and student support.

Now What

Moving forward, we will continue leveraging evaluation data to tailor coaching plans, while developing follow-up support for bootcamp graduates and refining programs based on participant feedback. Celebrating these successes will help cultivate a culture where feedback and growth are embraced.

For grade-level coordination, the focus will shift to creating a comprehensive, vertically-aligned literacy intervention plan spanning 5th and 6th grades. We will implement a tiered support system with targeted interventions, provide training for new support staff, and establish a clear accountability framework to track student progress.

In math, urgent priority has been given to hiring high-quality teachers for key vacancies, alongside contingency plans if delays occur. We will design sustainable, targeted math interventions aligned with instructional goals, deepen analysis of MAP data to guide coaching and support, and build on PLC momentum with ongoing professional learning early next year.

School Board Report - June 2025

College and Career Counseling Department

Dr. Arika Spencer-Brown, Director of College and Career Counseling
Atieris Adams, Associate Director of College and Career Counseling
Inayah Baaqee, Associate Director of Academic Advising
Kevin Alegria, College and Career Counseling Coordinator

What?

Decision Day Highlights for the 22nd Wave:

- **1,130 college applications** were submitted, with over **500 acceptances** reported and still coming in!
- **93% (136 students)** from the senior class committed to college
    - 74 to four-year colleges (50.6%)
    - 62 to community colleges (42.4%) for transfer or trade routes
- This shift reflects rising tuition costs -- especially with the CSU tuition increases set to continue over the next 2–3 years -- and an increased interest in the transfer pathway as a more cost-effective route.
- **23 students earned full scholarships** covering all costs after financial aid.
- **23 students** have committed to **UC campuses**:
    - Merced (6), Davis (5), Berkeley (4), Riverside (3), San Diego (2), UCLA (1), UC Irvine (1), and UC Santa Cruz (1).
- **34 students** have committed to **California State Universities**, including:
    - San Francisco State (9), San José State (8), Cal State East Bay (7), Sacramento State (6), Cal Poly SLO (2), Cal Poly Humboldt and CSU Monterey Bay.
    - Pursuing majors like Aviation, Architecture, Biochemistry, Computer Science, Construction Management, Education, Engineering, Health Sciences and Nursing
- **15 students** will be attending **private institutions**, like Hamilton College, the University of San Francisco (USF), University of Southern California (USC), Dominican University, Santa Clara University, and Saint Mary's College of California.
- **4 students** are heading out of state to Boston University, the University of Wisconsin–River Falls, Hamilton College, and Embry-Riddle Aeronautical University in Prescott, Arizona.
- **1 student** has chosen to enlist in the **U.S. Army**
- **1 student** has chosen to do a gap year

Senior Send Off

- We were excited to celebrate our seniors and showcase their post-secondary plans to the entire school community.

College Visits

- Ms. Adams, Assoc. Dir. of the CCC Department planned and successfully executed 8 college visits for grades 10th-12th and 8th grade students.

Campus	Grade Level	# of Attendees
Santa Clara University ***San Francisco State University***	12th	120

School Board Report - June 2025

UC Santa Cruz ***Sonoma State University***	11th	76
Diablo Valley College	12th 11th	49
Contra Costa College - Welcome Day	12th	42
Dominican University ***San Jose State University***	10th	87
Sacramento State University	8th	95

MWA Campus College Rep visits from various colleges and universities:

University	# of Attendees
Boston University (Boston, MA)	24
California State Polytechnic University-Humboldt	7
Carnegie Mellon (Pittsburgh, PA)	23
Dominican University of California (San Rafael, CA)	12
Duke University (Durham, NC)	6
Lewis & Clark College (Portland, OR)	42
Macalester College (Saint Paul, MN)	20
Rivet School	5
Sacramento State University - Enrollment Workshop	6
Saint Mary's College of California (Moraga, CA)	16
San Francisco State University - Enrollment Workshop	8
Scripps College (Claremont, CA)	3
St. Olaf College (Northfield, MN)	2
Stanford University	8
University of California, Merced	60
University of California, Merced - PIQ Workshop	16
University of California, San Diego	24
University of Miami (Coral Gables, FL)	30
University of Oregon (Eugene, OR)	6
University of San Francisco (San Francisco, CA)	28
University of the Pacific (Stockton, CA)	21
Willamette University	17
Contra Costa Community College (multiple visits-enrollment workshops)	Rotating #'s

School Board Report - June 2025

Career Study Trips

The College and Career (CCC) Department, in partnership with Making Waves Education Foundation (MWEF) planned 4 study trips to the following firms/businesses:

- ***Zygo Extreme Precision Optics*** - The global leader in the design and manufacturer of of advanced optical metrology systems and ultra-precise optical components and assemblies
- ***Studio Bondy Architecture Firm*** - Students experienced hands-on architecture experiences
- ***Allen Matkins Law Firm*** - A live mock trial was held on this trip
- ***Crawford Woodworks*** - Planned by the CCC, students experienced hands-on woodworking experiences

Career Week

This year, we successfully launched our inaugural ***Fall College and Career Week*** at MWA, offering a dynamic and engaging series of events for students and families. The week kicked off with ***College Exploration Day***, featuring a college fair with representatives from 10 colleges and universities in the upper school quad. Simultaneously, students participated in interactive workshops in the library, including "*What Can I Do with a Major In…?*" and virtual college tour explorations. The following day, in partnership with our Student Activities Department and MWEF team, we hosted a ***Career Fair*** with over 25 participating companies. Students also benefited from targeted professional development opportunities, such as a resume-building workshop, LinkedIn profile session, and a fireside chat for selected seniors. In the evening, we welcomed families to a workshop in collaboration with ***San Francisco State University***, providing valuable college planning resources for parents and guardians. We concluded the week with a student-choice day, offering multiple enrichment options including a screening of "*Dream School"*, a panel of college graduates, an AI-driven session on ***nursing careers*** titled "*So You Wanna Be a Nurse…?*", and an additional resume workshop.

Honorable Student Highlights

Senior, Yeida Puac Castanon received her certificate of completion from the ***Excelerator Apprenticeship Program*** This program is a workforce development course designed to help women of color explore meaningful career pathways in the field of law.

Details about the program:

- The Excelerator is a three-month preparatory program that kicked off on February 19th, 2025.
- Students dedicated 2-5 hours a week, which included a two-hour course on Wednesdays, site visits, and networking events (see pic below).



School Board Report - June 2025

Seniors Mikal Ghebremichael and Shihab Alkaheli received Congressional recognition and scholarships from ***The Contra Costa Alumnae Chapter of Delta Sigma Theta Sorority, Incorporated*** for their academic achievements. Both attended the scholarship reception on Sunday, June 1st. See pics below.









- **13 rising grads** were selected for the next ***"I Am A Wave-Maker"*** campaign. The students are:
  - Shihab Alkaheli (San Francisco State. MAJOR: Computer Science)
  - Diego Arroyo Barcenas (Saint Mary's College of California. MAJOR: Business Administration)
  - Yeida Puac Castanon (US ARMY)
  - Fatima Cortes (Hamilton College, MAJOR: History)
  - Mikal Ghebremichael (University of San Francisco. MAJOR: Business)
  - Leilah Howard (Diablo Valley College transfer to UC Davis. MAJOR: Business)
  - Nathan Huang (Embry-Riddle Aeronautical University: Prescott. MAJOR: Aeronautical Science)
  - Guillermo Limon (University of California, Santa Cruz. MAJOR: Business Administration and Economics)
  - Da'Maury Olsen (San Jose State. MAJOR: Psychology)
  - Emely Ortega (Dominican University. MAJOR: Nursing, BSN)
  - Gabriella Perez (University of California, Berkeley. MAJOR: Landscape Architecture)
  - Santino Valencia (Plumbing pre-apprenticeship at Diablo Valley College)
  - Keilan Whaley (Cal State East Bay. MAJOR: Fine Arts)
- **78 rising grads** were admitted into the Making Waves College and Career Success Program

School Board Report - June 2025

So What?

- Full speed ahead to plan for the 2025 MWA graduation day
- Prioritize CCC Summer Planning for upcoming school year will begin

Now What?

- We will be welcoming an even larger senior class for the 2025-2026 school year
- Pre-planning for the new school year will begin in the summer.
- Finalizing Master Schedule for upcoming school year
- DIscussions around CTE curriculum implementation in the MS has begun for Fall 2025

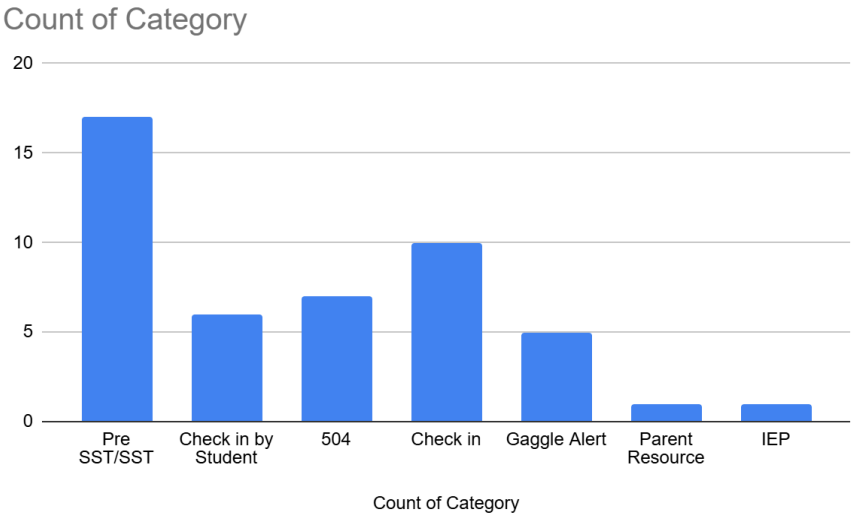
School Board Report - June 2025

Discipline & Restorative Practices/Student Support Services

Estephanie Fuentes, Dean
Erika Sarmiento, Dean
Davonte Wilson, Dean
Sonja Jackson, Social Worker

Student Support Services (Social Worker)

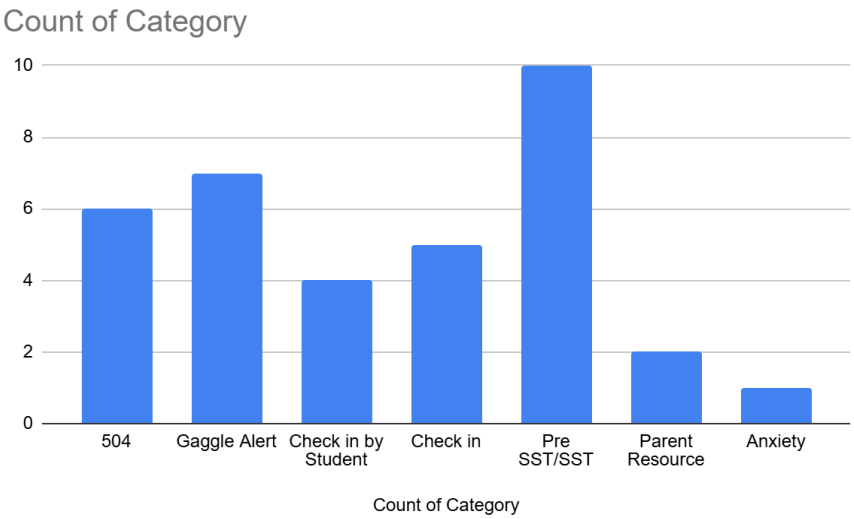
In April, I met with 48 students.



Compared to ***March*** the top reasons for students to be seen in ***April*** remain the same:

1. PreSST/SST where I received referrals from teachers and staff to either conduct Student Study Team meetings or check-ins with students to address social emotional and academic concerns.
2. Check-ins initiated by the social worker to follow up on students that were meeting periodically.
3. Conducting initial, annual and determining eligibility 504 plan meetings and or reviewing them 1-1 with students.

In May, I met with 36 students.



School Board Report - June 2025

Compared to ***April*** the top reasons for students to be seen in ***May*** were:

1. PreSST/SST where I received referrals from teachers and staff to either conduct Student Study Team meetings or check-ins with students to address social emotional and academic concerns.
2. Gaggle Alerts inquiring with the student around questionable content referencing self harm/suicide/mental health in their web search, email messages and or documents
3. Conducting initial, annual and determining eligibility 504 plan meetings and or reviewing them 1-1 with students.

For the overall school year there were a completion of 38 SST meetings, management of 48 total 504 plans (27 existing + 21 new), and full system oversight represents substantial deliverables that directly benefit our student population and in maintaining compliance.

What I observed in these two months is the support of facilitating Student Student Student team meetings to address academic concerns of students not passing two or more classes. Those students struggling in Math/English or their mental health is impacting their attendance and academic performance.

As a Student Support Staff I found it befitting to promote ***Mental Health Awareness Month***, which is nationally recognized in the month of May. I wanted to collaborate with the upper school and middle school clubs and ASBs on ways we could promote awareness on campus.

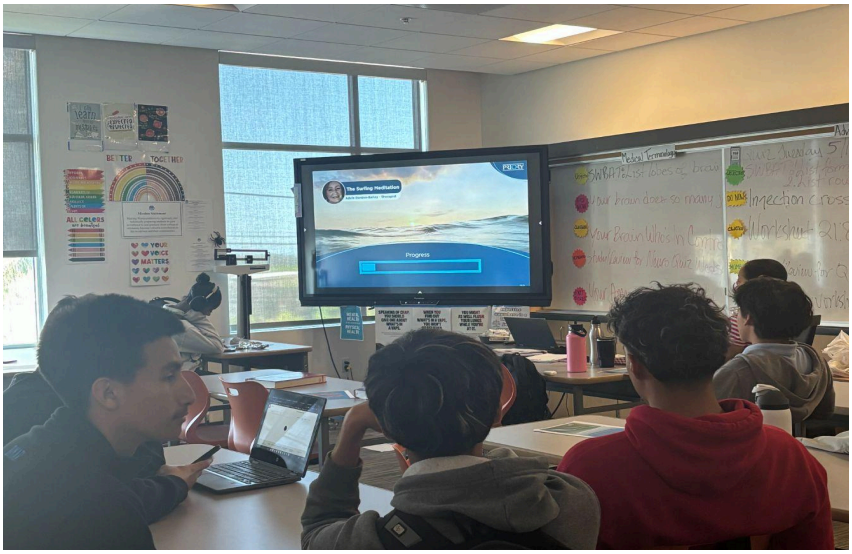
I collaborated with club President, Karina Flores, and Advisor, Valerie McKenney, on events throughout May. On May 13th and May 20th during lunch, Karina Flores presented on Mental Health, dispelling stigma with resources and a mindfulness activity. On May 27th, I did a presentation on Mental Health Matters:Taking Care of Yourself and Friends, students were able to receive mental health awareness paraphernalia such as pens, keychains and wristlets.

In the middle school on May 30th was *Green Day*. Students wore something green for the day. I tabled during lunch with mental health activities, information, and resources. I was able to discuss with the students about what they knew about mental health, how bullying impacts a student's mental health, self care, and ways to cope with stress and anxiety. Students were also able to receive mental health awareness paraphernalia and prizes.

Below you will see some photos of the events.



School Board Report - June 2025







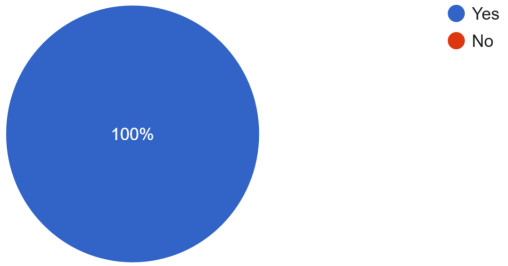
School Board Report - June 2025

The April 29th Effective Communication workshop had 18 attendees with 18 parents participating.

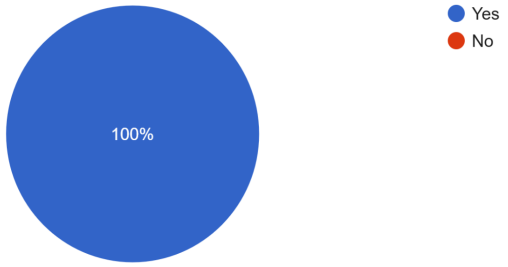
Below you will find the post workshop survey results:

1 English response and 6 Spanish responses:

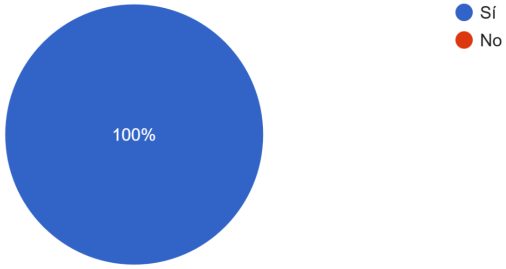
Did you find the information presented helpful?
1 response



Did the presentation meet your expectation?
1 response



¿Le resultó útil la información presentada?
6 responses



School Board Report - June 2025

The post survey results indicate 100% of the parents who participated in the survey found the information presented in the workshop useful and met expectations.

Parents did indicate suggestion/improvements below are as follows:

- *More parent interaction together in meetings*
- *First, I want to express my gratitude to Mrs. Jackson for facilitating these educational and edifying workshops on assertive and positive communication for our parent community.*

My suggestions would be the following for consideration for the upcoming 2025-2026 school year.

- *Facilitate these workshops from the beginning of the school year. (This helps other parents and families have tools that will benefit them for good communication.)*
- *Provide the materials and presentations in Spanish or, depending on the other languages most identify with. (This helps other families understand more in the language they are taught.)*
- *Thank you to Mrs. Jackson again for facilitating these very important workshops for our school community. I personally loved her presentation and the points she covered regarding communication and the transition during adolescence.*
- *Thank you.*
- *This isn't a suggestion, just a thank you for the very interesting information. Thank you!*

Now What?

My next steps are:

- To take the constructive feedback from the parent workshop surveys to assist with planning for the parent workshops for the next school year.
- Partner with clubs and ASB, working together to host school events, addressing topics that impact students on campus

Coversheet

Q&A on Chief Executive Officer Report (CEO)

Section: III. Standing Reports
Item: C. Q&A on Chief Executive Officer Report (CEO)
Purpose: FYI
Submitted by:
Related Material: MWA CEO Report 2 to the MWA Board_June 2025.pdf



MWA CEO Report to the Board

Presenter(s): Alton B. Nelson, Jr.
Date: 6/11/2025

Learn. Graduate. Give Back.

Table of Contents

1. School Updates
2. College Admissions
3. Wave-Maker Profiles



Updates

- This year marks MWA's 18th year and 11th graduating senior class
- Spring sports competed in playoffs – baseball, softball, track, and girls volleyball. *Go Marlins!*
- Senior prom and Grad Night (to Disneyland) occurred
- 8th grade field trip to Sacramento State University occurred
- Under COO leadership, embarked on a total compensation study
- Plans to eliminate the COLA stipend ($12K/full-time employee), which should contribute materially to right-size spending at MWA
- This year's senior class is the 22nd Wave.
- The 22nd Wave is nearly 2x the size of historical classes (140 or so vs. 80)

UCs, CSUs, and Cal Poly's

	UCs	CSUs	Cal Poly's
Schools	UC Berkeley (4) UC Davis (5) UC Irvine (1) UCLA (1) UC Merced (6) UC Riverside (3) UC Santa Cruz (1) UC San Diego (2)	CSU East Bay (7) CSU Los Angeles (1) CSU Monterey Bay (1) CSU Sacramento (6) CSU San Francisco (9) CSU San Jose (8)	Cal Poly Humboldt (1) Cal San Luis Obispo (2)
Percentage	**15.9%** (23/145)	**21.4%** (31/145)	**2.1%** (3/145)
39.4% in a 4-year CA public college or university			

Private & Out of State Public

	Private	Out of State Public
Schools	Boston University (1) Dominican Univ. (3) Embry-Riddle Aeronautical U. (1) Hamilton College (1) Santa Clara Univ. (1) St. Mary's College (1) USC (1) Univ. of San Francisco (6)	Univ. of WI – River Falls (1)
Percentage	**11%** (16/145)	**.6%** (1/145)
11.6% of the 22nd Wave		

Community Colleges & Trade/Vocational Schools

	Community Colleges	Vocational/Trade
Schools	Berkeley City College (3) Contra Costa College (30) Diablo Valley College (24) Joaquin Delta Community College (1) Merritt College (1) San Francisco City College (1) Solano College (1)	Barber College (1) Union Apprenticeship (1)
Percentage	**42.1%** (61/145)	**1.4%** (2/145)
43.5% of the 22nd Wave		

Gap Year, Military Service, TBD, & Work

	Gap Year	Military Service	TBD	Work
Entity	Gap Year (1)	U.S. Army (1)	TBD (4)	Work Force (3)
Percentage	**.7%** (1/145)	**.7%** (1/145)	**2.8%** (4/145)	**2.1%** (3/145)
6.3% of the 22nd Wave not attending college or a vocational/trade school				



Fernando Facundo

GRADE 6, Wave 28

Wave-Maker of the Month

March

“”

At Making Waves I’ve learned that having respect for everyone can make a difference in the world

Favorite subjects:
Math + P.E.



Elena Saravia

GRADE 7, Wave 27

Wave-Maker of the Month

February

“”

10 years into the future, I would hope to be a nurse

Favorite subject: History and Health & Wellness



Christian Liberato

GRADE 8, Wave 26

Wave-Maker of the Month

March

“”

In 10 years, I could see myself helping others and starting my career as a real estate agent.

Favorite subject:
Health + Wellness



Natalia Ledesma

GRADE 9, Wave 25

Wave-Maker of the Month

February

“”

If i had the power to solve one problem in my community it would be to help the homeless

Goals: Attend UC Davis and become a veterinarian



Demetri Shula Jr.

GRADE 9, Wave 25

Wave-Maker of the Month

February

“”

At Making Waves, I learned that staying focused and speaking up can take you a long way

Career goals: athlete, astronomer, scientist



Naomi Perez

GRADE 10, Wave 24

Wave-Maker of the Month

March

“”

At Making Waves, I learned that we will always have someone to talk to. This can help people because sometimes someone just needs to talk to make them feel better.

Favorite Subjects: Theater + Health and Wellness



Agustin Monroy

GRADE 11, Wave 23

Wave-Maker of the Month

February

“”

At Making Waves, I learned that I can do anything as long as I work hard and try my best. I learned I shouldn’t be afraid of failure and that if I work hard enough I can accomplish my dreams

Favorite subjects: Math and Health + Wellness



Andrea Ortega

GRADE 11, Wave 23

Wave-Maker of the Month

February

“”

If I had the power to solve one problem in my community it would be bullying, racism, and freedom of speech.

I would solve it by making my voice heard

Favorite subjects: Art and music



Vicente Dali Rodriguez Rosales

GRADE 11, Wave 23

Wave-Maker of the Month

March

“”

At Making Waves I learned to be kind, help people and be responsible with your actions

Favorite subject: Music



Julie Espinoza

GRADE 12, Wave 22

Wave-Maker of the Month

February

“”

I want to become a registered nurse at 23 and go back to become a nurse practitioner when I get my masters in nursing

Favorite subject: ELB



Shihab Alkaheli

GRADE 12, Wave 22

Wave-Maker of the Month

February

“”

If I had the power to solve one problem in my community, I would solve homelessness by giving less fortunate people shelter and natural necessities

Favorite subject:
Health + Wellness



Monserrat Zepeda

GRADE 12, Wave 22

Wave-Maker of the Month

March

“”

In the future, I aspire to learn more about the culinary world. I want to bring joy to families all around the world and bring communities together with my food.

Favorite subject: Finance



Maria Lopez

GRADE 12, Wave 22

Wave-Maker of the Month

March

“”

In 10 years I hope to be an alumni of Cal Poly SLO with a degree in Animal Science…my goal is to give back to my community as a vet by giving families the care and love their pets deserve

Favorite Subjects:
Advanced Art

Coversheet

Q&A on Chief Operating Officer Report (COO)

Section: III. Standing Reports
Item: D. Q&A on Chief Operating Officer Report (COO)
Purpose: Discuss
Submitted by:
Related Material: June 2025_COO Board Report.pdf

Board Report

Chief Operating Officer

June 2025

Elizabeth Martinez

Chief Operating Officer

Another year in the books! As always, it was a year full of highs and lows although I am leaving this year feeling better about the strategic shifts we made this year in service of the new year. Some specific highlights for this year include:

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

- ***Securing a unanimous 5-year charter renewal term*** which starts July 1, 2025 and goes through June 30, 2030.
- ***Completing a robust and comprehensive Total Compensation Study*** which provided us the information necessary to rethink our total value proposition.
- ***Creating a pathway to eliminate the STCOLA after June 30, 2026***. The annual savings is estimated to be $1.8 million.

This packet includes many items that are a culmination of months worth of work including but not limited to:

- FY26 Budget
- Bell Schedule and Instructional Minutes
- Lunch Master Contract
- A-G Grant Plan (updated)
- Insurance Package Renewal
- Special Education Services

Now we pivot to next year; we have already started working on our WASC efforts as we are due for an accreditation visit this upcoming school year. We are also in the thick of finalizing hiring for next year. Additionally, I am facilitating a bi-weekly Cross-Functional Team that includes staff from instruction, operations, HR, IT, and others. This team is responsible for identifying the gaps/needs for next school year and working together to find solutions. For example, they are being kept in the loop about anticipated teacher vacancies and coming up with contingency plans for each class. All this to say, while we are still in this school year my mind and planning are in the new school year already.

June 2025

Hiring and Recruitment Update for 2025–26 School Year (Updated June 7, 2025)

Written By: Lauren O'Mara, Contract Recruiter and Alexis Brown, Associate Chief of Staff to the COO

Before summer break begins, here are some updates on our recruitment and hiring efforts for the upcoming 2025–26 school year since the last report .

Upper School Faculty

- ***5 current vacancies for upcoming school year*** [+2 from last month]
  - US Math (currently vacant)
  - US Math (new resignation)
  - US Earth/Space Science (currently filled by LTS)
  - US Spanish (currently filled by LTS)
  - US English (new vacancy due to current teacher moving to instructional coach)
- ***Faculty roles already filled = 5*** [+1 from last month]
  - US History
  - ELA 12
  - 4 Overhires - history (x3) and biology
- ***Roles most likely to be open at beginning of the school year if hire is not made by June:***
  - Earth/Space Science - credential is very specific and we are getting interest but struggling to find someone credentialed to teach it. Currently have one candidate in progress who is credentialed for the role but it's early in the process
  - Spanish
  - US Math - currently doing significant sourcing on this role but number of openings compared to number of eligible candidates is concerning

Middle School Faculty

- ***3 current vacancies*** [-2 from last month]
  - Science 8 (incumbent not returning) (offer likely going out next week)
  - Music (currently filled by LTS) - (offer out for new hire, awaiting response)
  - Technology (currently filled by LTS)
- ***5 faculty roles already filled*** [+2 from last month]
  - ELA/History 6
  - ELA 8
  - History 7
  - Health/Wellness 8
  - Math 8
- ***Roles most likely to be open at beginning of the school year if hire is not made by June:***
  - Technology

Special Education Faculty

- Current vacancies = 3 [+2 from last month]
- Hires completed = 1
- Have some candidates in progress but filling all three positions is unlikely

Teachers hired/onboarding for next year:

- 11 FT teachers [+4 from last month]

Non-Instructional Update

** Blue text indicates newly created roles or significantly revised job descriptions for new posting*

- **Roles filled since last month:**
  - Director of Special Education
  - MS Division Director
  - Instructional ELA coach
  - Substitute Teacher Coordinator
  - APEX Learning Coordinator
  - Director of Student Support Services
  - MS Division Director
- ***Central Office***
  - ***Admin Vacancies = 2***
    - Director of Operations and Safety - role closed without hiring
    - Senior Director of Finance - role closed without hiring

June 2025

- ***School-Site***
  - ***Admin Vacancies = 3*** [-2 from last month]
    - US Division Director
    - Head of School
  - ***Staff Vacancies = 12*** [+7 from last month]
    - Associate Dean of Students
    - Associate Director of Career Development and Internships - offer out for new hire
    - English Language Development (ELD) Coordinator
    - Expanded Learning Tutor
    - High School Athletic Trainer
    - Health and Wellness Teacher/Associate Athletic Director - new position posted 6/5/25
    - Special Education Instructional Aide - new posting 6/4/25
    - 504 Coordinator - new position posted 5/27/25
    - Teacher's Assistant (x4) - new position posted 5/7/25

Coversheet

Q&A on Written Finance Report

Section: III. Standing Reports
Item: E. Q&A on Written Finance Report
Purpose: Discuss
Submitted by:
Related Material: Executive Summary - 2025-26 Original Budget-3rd Draft.pdf

Executive Summary for FY 2025-26 (3rd Draft) Report

June 16th, 2025

Summary of Changes Between the 3rd and 2nd Draft of the FY'26 Original Budget

Following the June 4th meeting of the Financial Advisory Committee, during which the proposed budget was reviewed and recommended for approval, ***we conducted an additional verification of revenue assumptions as part of our standard internal controls process.*** During this review, we identified a discrepancy in the Local Control Funding Formula (LCFF) revenue figure used in the second budget draft. The summary of changes made from the first and second draft are included at the end of this packet.

The LCFF funding amount reflected in the committee-reviewed budget was based on an earlier projection provided to us by our external service provider who does this annually for us. Upon reconciling our enrollment and unduplicated pupil counts with the latest state calculations***, it has become clear that the correct LCFF revenue differs from what was previously presented (it is lower). As a result, we revised the proposed budget to incorporate the updated LCFF funding amount.*** This change ensures our budget accurately reflects the revenue the school is projected to receive and supports responsible financial stewardship.

Compared with the 2nd *Draft of the FY'26 Original Budget*, overall expenses have **remained unchanged**. The government revenues **decreased** by **$394,640** after our additional verification of revenue assumptions. Non-JRSF contributions have **remained unchanged**, while JRSF contributions have **increased** by **$394,640**.

- Government revenues **decreased by $394,640 or 2%.**
- Expenses **remained unchanged**.
- JRSF contributions **increased** by **$394,640** or **4%.**
- Non-JRSF contributions **remained unchanged.**

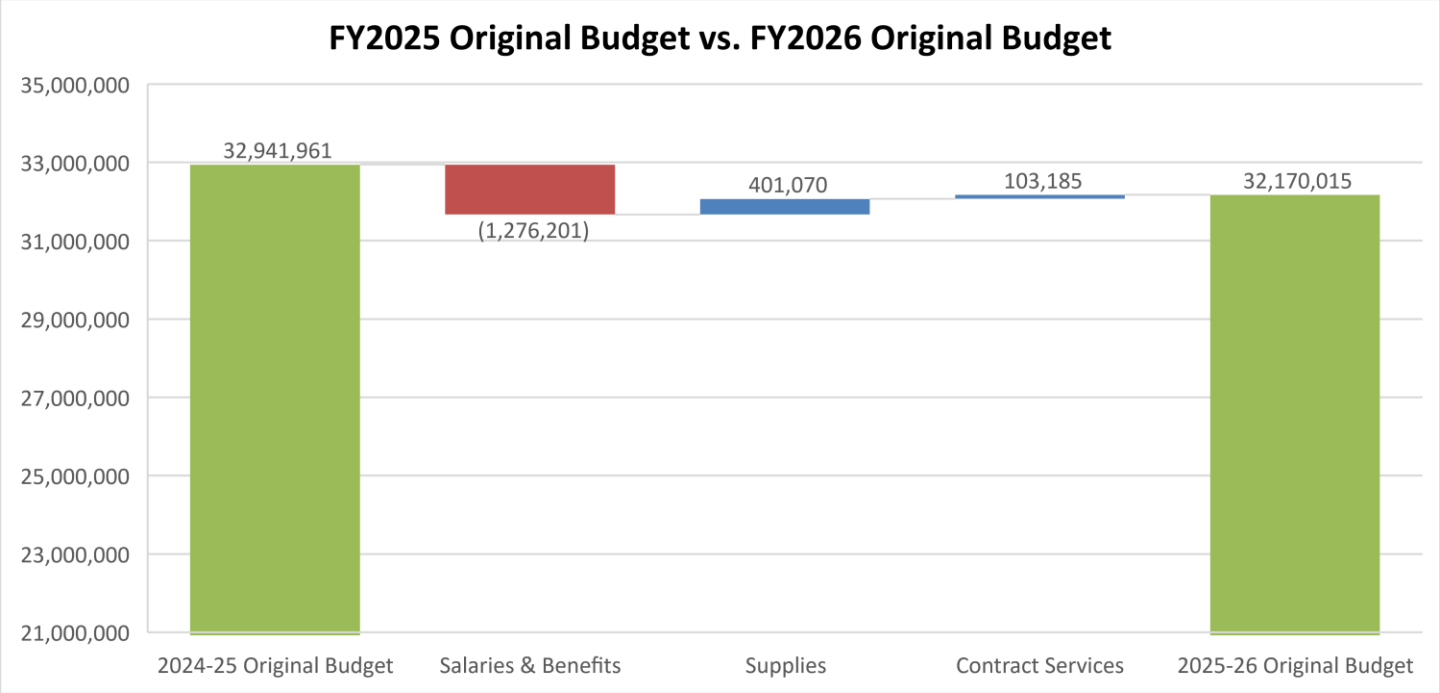
GOVERNMENT REVENUES: 3rd Draft vs. 2nd Draft of the FY'26 Original Budget – DECREASED BY $394,640 (2%)

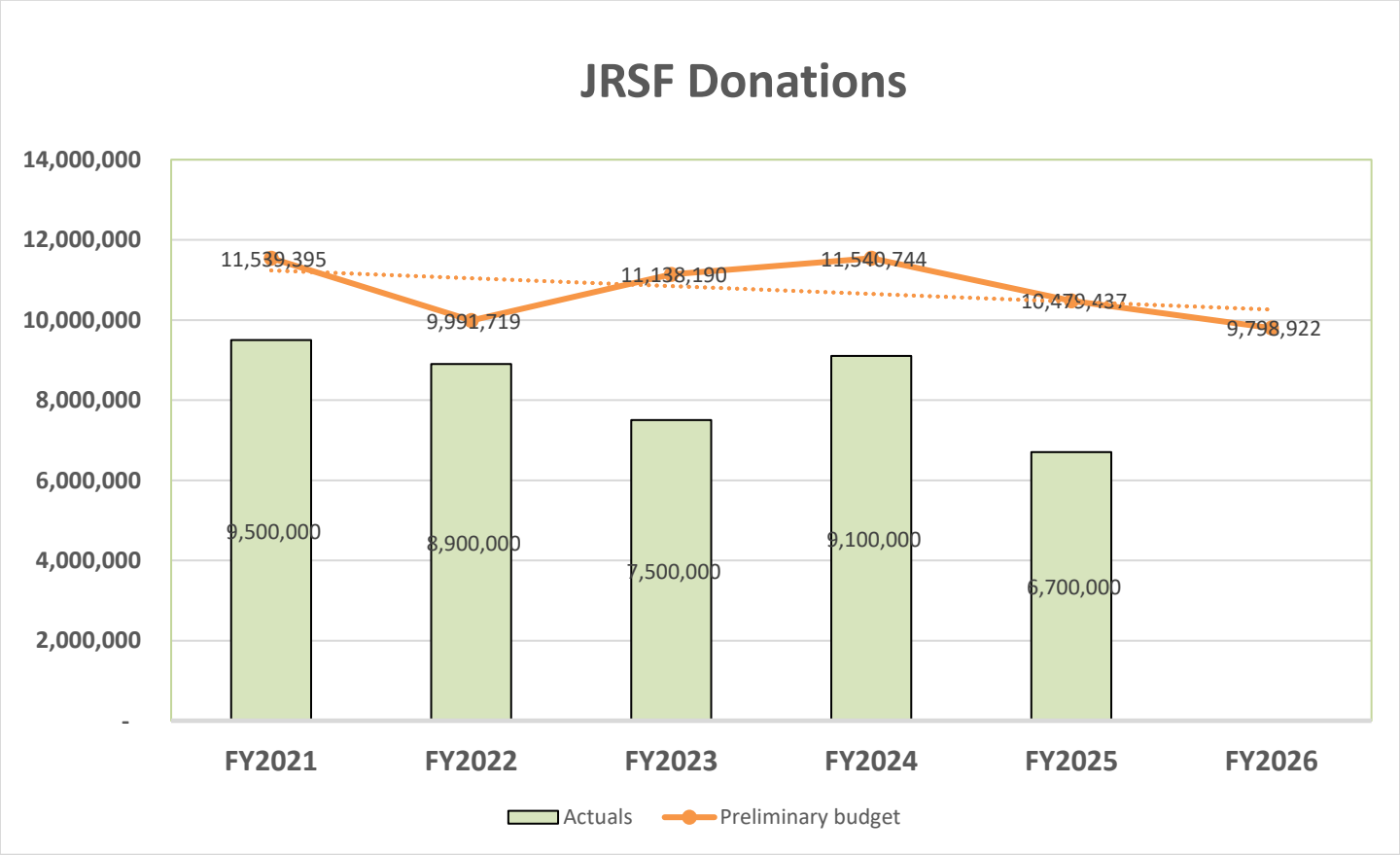
- LCFF funding – decreased $384,287
- Title Grants (Title I – IV) – decreased $608
- Mandate Block Grant – increased $1,155
- State Lottery – decreased $10,900

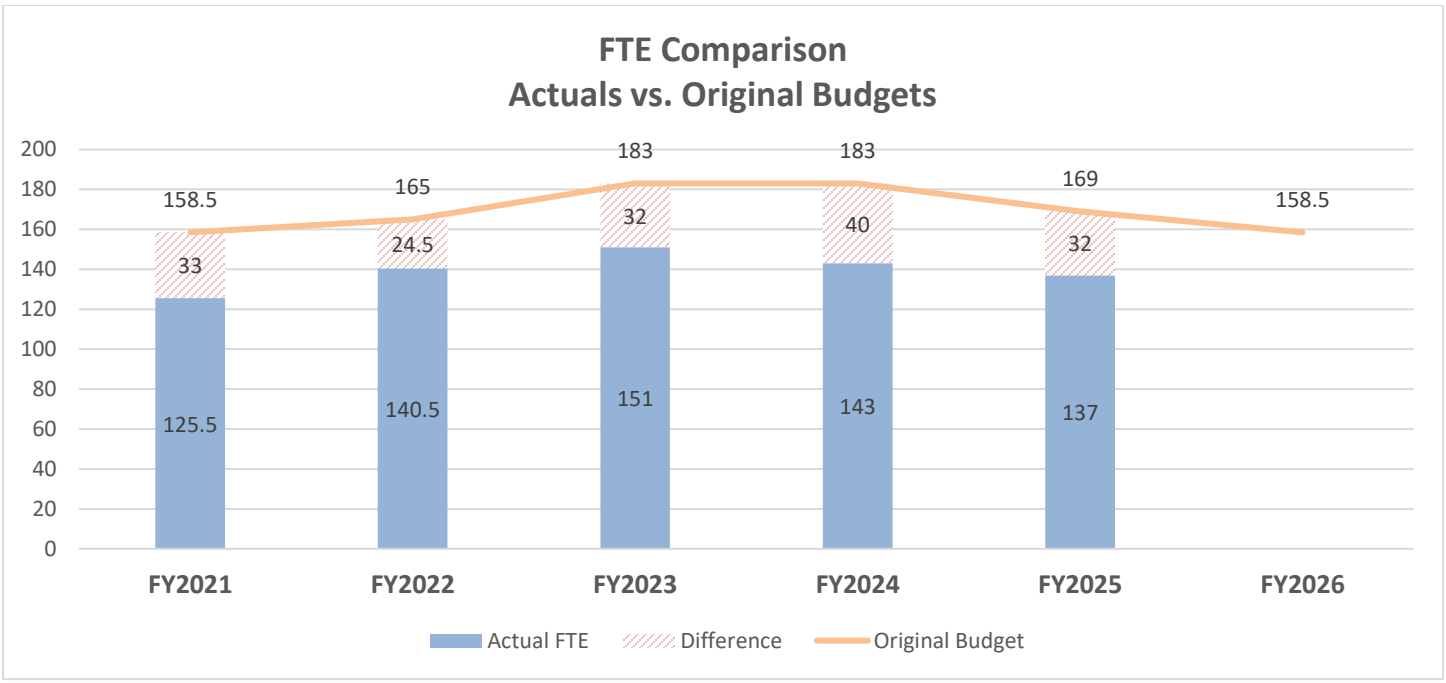
EXPENDITURES (MWA/MWAS): 3rd Draft vs. 2nd Draft of the FY'26 Original Budget – NO CHANGES

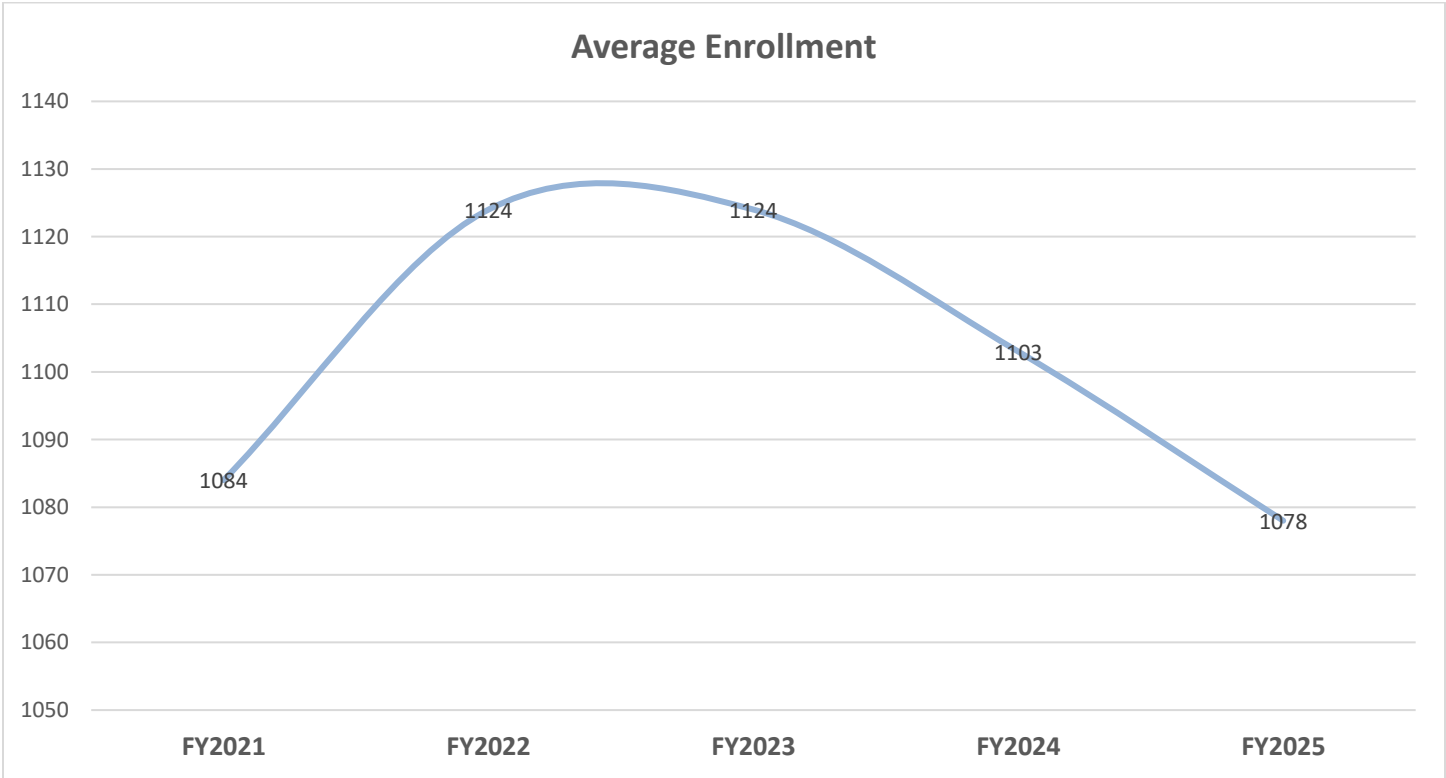
Total Compensation Follow Up

We ran a couple of models paying "at market" and "above market", both scenarios showed a 1% increase in the overall budget. This 1% increase would stay true if we spend everything that is budgeted currently. We are anticipating that we will not see a material increase at the first interim mostly due to salary savings from vacancies.


FY2025 Original Budget vs. FY2026 Original Budget
35,000,000
33,000,000
31,000,000
29,000,000
27,000,000
25,000,000
23,000,000
21,000,000
32,941,961
(1,276,201)
401,070
103,185
32,170,015
2024-25 Original Budget
Salaries & Benefits
Supplies
Contract Services
2025-26 Original Budget


JRSF Donations
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
-
11,539,395
9,991,719
11,138,190
11,540,744
10,479,437
9,798,922
9,500,000
8,900,000
7,500,000
9,100,000
6,700,000
FY2021
FY2022
FY2023
FY2024
FY2025
FY2026
Actuals
Preliminary budget


FTE Comparison
Actuals vs. Original Budgets
200
180
160
140
120
100
80
60
40
20
0
158.5
165
183
183
169
158.5
33
24.5
32
40
32
125.5
140.5
151
143
137
FY2021
FY2022
FY2023
FY2024
FY2025
FY2026
Actual FTE
Difference
Original Budget


Average Enrollment
1140
1130
1120
1110
1100
1090
1080
1070
1060
1050
1084
1124
1124
1103
1078
FY2021
FY2022
FY2023
FY2024
FY2025

Budget Variances - FY'25 2nd Interim vs. FY'26 Original Budget 3rd DRAFT

Revenues Variance Summary (Compared with the *FY'25 2nd Interim Budget)*:

Revenue Sources	Decrease/Increase	Amount	%
Government revenues	Increase	$456,232	***2%***
Interest Income	Decrease	$218,820	***-48%***
Non-JRSF donations	Decrease	$750,000	***-31%***
Estimated JRSF contributions	Increase	$2,010,397	***26%***

Expenses Variance Summary (Compared with the *FY'25 2nd Interim Budget)*:

Expense Areas	Decrease/Increase	Amount	%
Total Expenses	Increase	$1,497,809	***5%***
MWA Expenses	Increase	$1,518,960	***6%***
Central Office Expenses	Decrease	$21,151	***-1%***

Key Overview for the *FY'26 Original Interim Budget*

The following items highlight the **key changes** from the *FY'25 2nd Interim Budget* to the *FY'26 Original Budget*:

1. ***Government Revenues***

   The net increase comprised of the following assumptions:

   a. Decrease in enrollment projection from 1064 to 1022
   b. State revenues per pupil increased by 2.3% as per the governor's May budget revise
   c. Average Daily Attendance (ADA) remained at 95%
   d. Used more one-time categorical funds
   e. SB740 funding for school facility lease decreased due to our enrollment projection decrease.

2. ***Expenses***

   a. Assumed 2% salary COLA increase for faculty and staff
   b. Budgeted full salaries for vacant positions in FY'26 budget vs. prorated salaries in FY'25 2nd interim Budget.
   c. Net increase of six positions
   d. Student Chromebook replacement and network equipment expenses
   e. One-time emergency supplies expenses to replace expiring items
   f. Reduction in SPED and On-Site substitute contract services

Detailed Summary of Changes (*FY'25 2nd Interim Budget to the FY'26 Original Budget)*

MWA – "SCHOOL" EXPENDITURES: TOTAL CHANGES – Increased BY $1,518,960 (6%)

I. Salaries and Benefits – Increased by $1,992,454 (13%)

- Assumed 2% salary COLA increase for faculty and staff
- Budgeted full salaries for vacant positions in FY'26 budget vs. prorated salaries in FY'25 2nd interim
- Net increase of six positions

1. Added New Positions

1. Division Director Grd 9-12 - SW
2. Director of Student Support - SW
3. Associate Dean of Students - SW
4. SPED Resource Teacher - SW
5. SPED Resource Teacher - SW
6. ELA Teacher Grd 8 - MS
7. Health & Wellness Teacher Grd 8 - MS
8. History Teacher Grd 7 - MS
9. Humanities Teacher Grd 6 - MS
10. Music Teacher Grd 7 - MS
11. Associate Dir. Of Career Development & Internships - US
12. Makerspace Innovation Specialist - US
13. ELA Teacher Grd 12 - US
14. Math Teacher Grd 9 - US
15. Science Teacher (Earth/Space) Grd 10 - US
16. Social Science / World History Teacher - US
17. Spanish Teacher - US

2. Eliminated Positions

1. Desktop Support System Admin. II - SW
2. Long Term Substitute Teacher (SPED) - SW
3. On-Site Substitute Teacher - SW
4. On-Site Substitute Teacher - SW
5. On-Site Substitute Teacher - SW
6. On-Site Substitute Teacher - SW
7. SPED Instructional Aide - SW
8. SPED Instructional Aide - SW
9. SPED Instructional Aide - SW
10. SPED Instructional Aide - SW
11. SPED Instructional Aide - SW

Powered by BoardOnTrack

II. Supplies - Increased by $447,303 (36%)

- Student Chromebook replacement:
  - Replacing four grades of Chromebooks in FY26, which is the last year to replace four grades
  - F27 and beyond, we will replace two grades simultaneously
  - Starting in FY27, we will replace 5th and 9th grader Chromebooks and they keep them through 8th and 12th grade
- Network switch equipment replacement
- Replacing expiring items for our emergency supplies (one-time)
- Increase in other supplies to match the projected spending trend

III. Contracted Services – Decreased by $920,797 (9%)

- Decreased Special Education contract services
- Decreased substitute teachers' contracted services
- Reduce other contract services to match the projected spending trend

CENTRAL OFFICE EXPENDITURES: TOTAL CHANGES – Decreased BY $21,151 (1%)

I. Salaries and Benefits – Increased by $205,906 (8%)

- Assumed 2% salary COLA increase for faculty and staff
- Budgeted full salaries for vacant positions in FY'26 budget vs. prorated salaries in FY'25 2nd interim

II. Supplies – Increased by $6,650 (27%)

- Increased contingency for unexpected items
- Increased office supplies

III. Contracted Services – Decreased by $233,707 (21%)

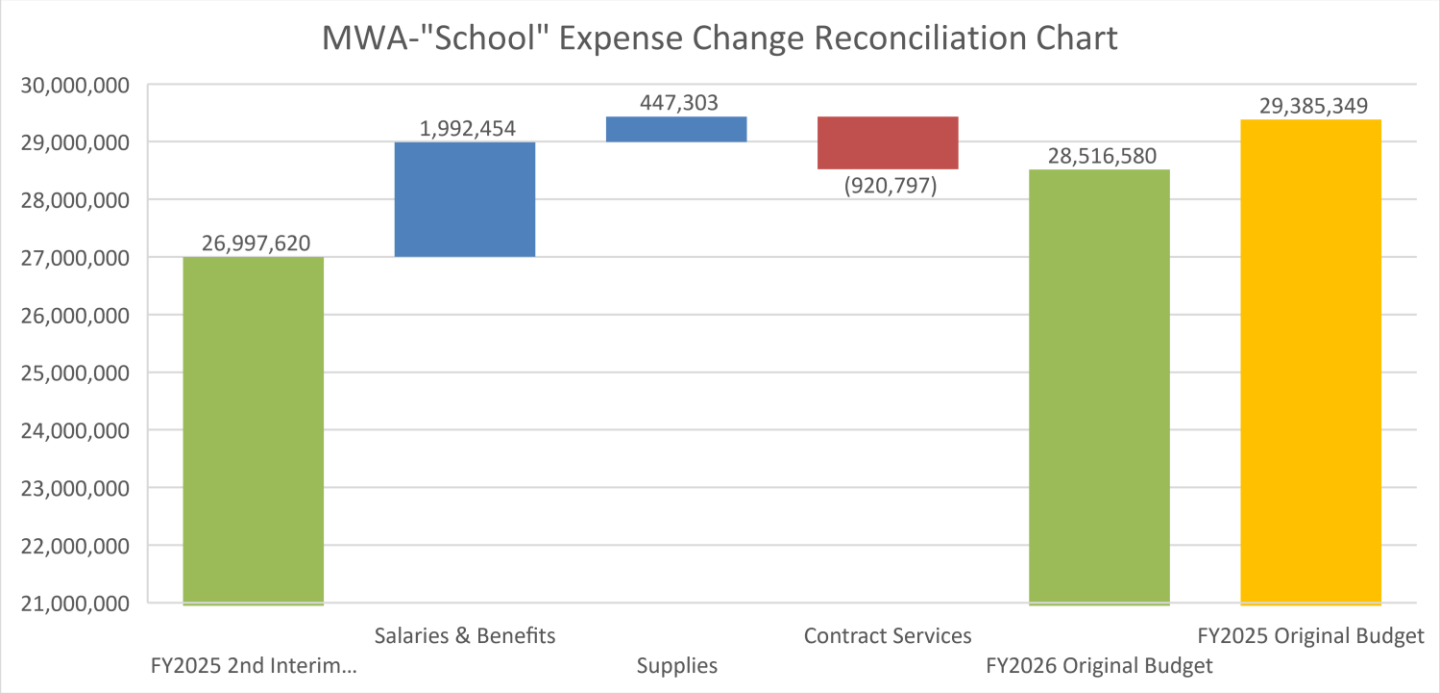
- Removed one-time Edgility consulting contract
- Removed one-time Lemon Battery contract
- Reduced recruitment contract services

Appendix A – Summary Financials

FY'26 Original Budget Summary Financials for MWA – "School"

MWA - "School" - Compare *FY'25 2nd Interim Budget* to *FY'26 Original Budget*

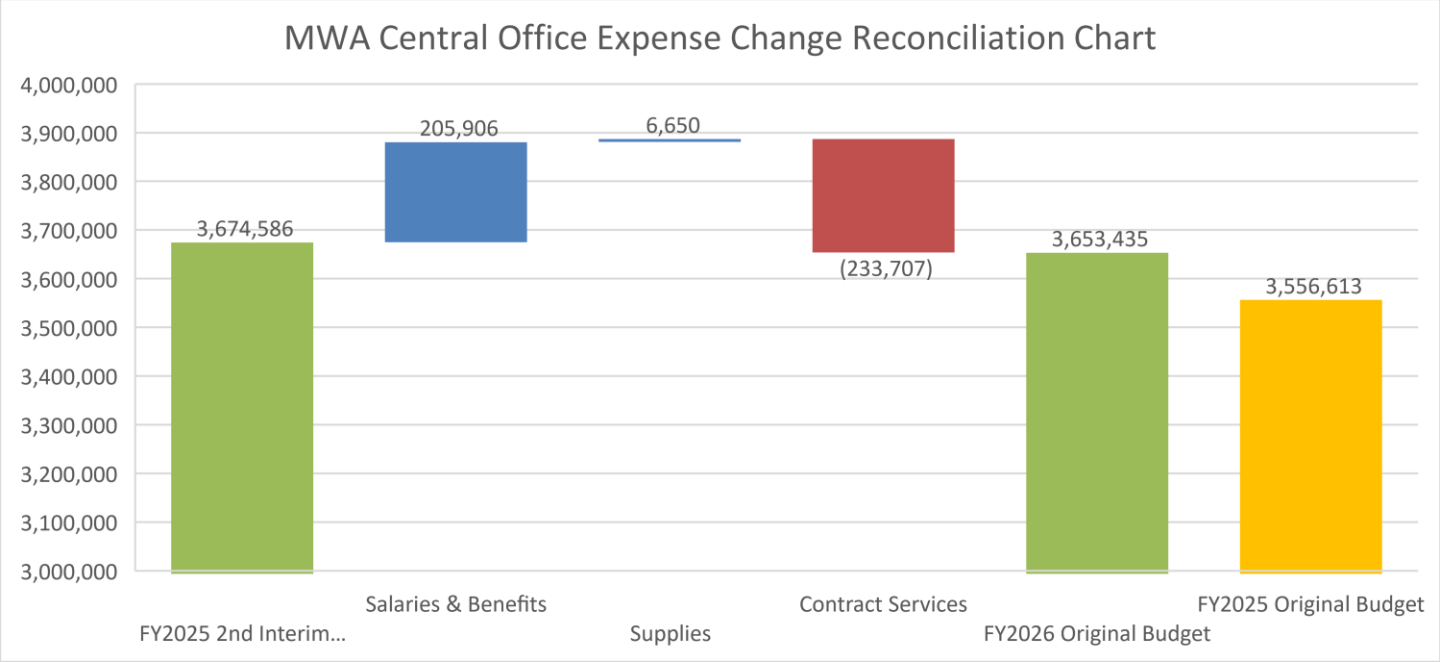
Location	2024-25 Original Budget (A)	2024-25 2nd Interim Budget (B)	2025-26 Original Budget (C)	$ Variance (B) vs. (C)	%Variance (B) vs. (C)
Revenues					
Government	$20,175,125	$20,063,281	$20,519,513	$456,232	2%
Interest Income	$210,000	$453,000	$234,180	-$218,820	-48%
Donations	$675,000	$965,000	$215,000	-$750,000	-78%
JRSF	$8,375,224	$5,566,339	$7,597,887	$2,031,548	36%
Total Revenues	**$29,435,348**	**$27,047,620**	**$28,566,580**	**$1,518,960**	**6%**
Expenses					
Salaries/Benefits	$18,795,895	$15,404,410	$17,396,864	$1,992,454	13%
Supplies	$1,276,421	$1,238,688	$1,685,991	$447,303	36%
Contracted Services	$9,313,033	$10,354,522	$9,433,725	-$920,797	-9%
Total Expenses	**$29,385,349**	**$26,997,620**	**$28,516,580**	**$1,518,960**	**6%**
Revenues – Government per ADA	**$19,418**	**$19,845**	**$20,464**	**$619**	**3%**
Expenses – Cost per Student (Exclude CO Fees)	**$25,279**	**$24,009**	**$26,482**	**$2,473**	**10%**



FY'26 Original Budget Summary Financials for MWA – "Central Office"

MWA Central Office - Compare *FY'25 2nd Interim Budget* to *FY'26 Original Budget*

Location	2024-25 Original Budget (A)	2024-25 2nd Interim Budget (B)	2025-26 Original Budget (C)	$ Variance (B) vs. (C)	%Variance (B) vs. (C)
Revenues					
JRSF	$2,104,213	$2,222,187	$2,201,035	-$21,152	-1%
Central Office (*Shared Services Allocation*)	$1,452,400	$1,452,400	$1,452,400	$0	0%
Total Revenues	**$3,556,613**	**$3,674,587**	**$3,653,435**	**-$21,152**	**-1%**
Expenses					
Salaries/Benefits	$2,619,982	$2,536,905	$2,742,811	$205,906	8%
Supplies	$39,950	$24,800	$31,450	$6,650	27%
Contracted Services	$896,681	$1,112,881	$879,174	-$233,707	-21%
Total Expenses	**$3,556,613**	**$3,674,586**	**$3,653,435**	**-$21,151**	**-1%**



June 2025 Summary

Compared with the *1st Draft of the FY'26 Original Budget*, overall expenses have **remained unchanged**. The government revenues increased by $561,805 after the Governor's budget revision in May. Non-JRSF contributions have **remained unchanged**, while JRSF contributions have **decreased** by **$561,805**.

- Government revenues **increased by $561,805 or 3%.**
- Expenses **remained unchanged**.
- JRSF contributions **decreased** by **$561,805** or **6%.**
- Non-JRSF contributions **remained unchanged.**

GOVERNMENT REVENUES: 2nd Draft vs. 1st Draft of the FY'24 Original Budget – INCREASED BY $561,805 (3%)

- LCFF contributions – increase $494,324
- Title Grants (Title I – IV) – increased $4
- SPED mental health grant – increased $13,008
- Learning Recovery Emergency Block Grant – increased $44,724
- Mandate Block Grant – decreased $1,155
- State Lottery – increased $10,900

EXPENDITURES (MWA/MWAS): 2nd Draft vs. 1st Draft of the FY'24 Original Budget – NO CHANGES

Total Compensation Follow Up

We ran a couple of models paying "at market" and "above market", both scenarios showed a 1% increase in the overall budget. This 1% increase would stay true if we spend everything that is budgeted currently. We are anticipating that we will not see a material increase at the first interim mostly due to salary savings from vacancies.

April 2025 Summary

As we prepared the FY2026 Original Budget, we made strategic adjustments to ensure our financial plan remains fiscally responsible while continuing to meet the needs of our students and staff. Compared with the FY2025 Original Budget, our projected expenses have been reduced by approximately **$772,000**, representing a **2% overall decrease**. This reduction reflects our ongoing commitment to "right-sizing" the organization and prudent financial stewardship, particularly in a time of economic uncertainty.

Key drivers of this change include:

Staffing:
In FY2025, we budgeted for **169 full-time equivalents (FTEs)**. With a projected decrease in enrollment for FY2026, we carefully reassessed our staffing levels and identified an opportunity to reduce headcount by **10.5 FTEs**, or about **6%**. This adjustment results in an estimated savings of **$1.28 million** and ensures that our staffing model remains aligned with current enrollment and long-term budget forecasts.

Technology Investments:
FY2026 is a planned refresh year for our student Chromebooks and network switch infrastructure, which are reaching the end of their useful life. We have allocated **$338,000** for this technology update to maintain uninterrupted learning for our Wave-Makers and ensure the stability and security of our campus-wide internet access. To better manage long-term costs, we are shifting away from large, one-time technology purchases and moving toward a steady-state replacement model**.** This approach will distribute technology investments across multiple years, making them more financially sustainable and easier to absorb within future budgets.

Other Adjustments:
We also made modest increases in select areas to better align with projected needs. These include updates to core curriculum materials, restocking emergency supplies, and maintaining essential contracted services such as on-site substitutes and special education support. These combined adjustments increased the budget by approximately **$170,000**.

Through thoughtful planning and collaboration, we were able to achieve a net savings of **$772,000** while keeping the FY2026 budget in close alignment with the prior year. These decisions reflect our focus on sustainability and preserving the high-quality education our students deserve.

Powered by BoardOnTrack

Coversheet

Board Work and Advisory Committee Updates

Section: IV. Non-Action Items
Item: A. Board Work and Advisory Committee Updates
Purpose: FYI
Submitted by:
Related Material: Curriculum and Instruction Advisory Meeting.docx

Curriculum and Instruction Advisory Meeting – April 2025

WASC Process & Timeline

- The WASC process is now more streamlined and shorter.
- Focus groups are no longer required; existing structures, such as advisory groups, can be used.
- The self-study process has been shortened.
- The timeline for the WASC process is:
    - March-May: Planning, organization, student learning outcomes.
    - June-July: Data collection and analysis.
    - August-November: All-school collaboration, data review, Chapter 1.
    - December-February: Draft completion, finalization, sharing, reflection, refinement.
- There's a need for a data tool, assistance with AI for data analysis, and a responsibility chart.
- The Board's responsibility will involve specific feedback on governance and leadership, including a reception dinner and parts of the visit for them to get acquainted.
- Evidence related to governance and a preview of the report to the board are important.
- Consideration is being given to involving a broader scope of people in the WASC review, including the parent charter group and student board members.

Academic Success and Reducing Failure Rates

- Failure rates are lower than in previous years and are close to pre-pandemic levels, showing a positive trend.
- Some students are casual about failures, assuming they can make up work in credit recovery.
- Strategies are needed to provide strong instructional strategies and share them with teachers.
- There's a focus on helping Upper School students improve grades, including MOUs for summer classes.
- Credit recovery in a four-week period is not a financially driven decision.
- "Building a Bridge to the Future" is being piloted for 7th and 8th graders and appears to be career-focused without a college component, despite the existing college-going culture.
- WASC Goal 1 is "Support for All Learners," aiming to develop and refine vertically aligned programs.
- Priorities include basic conditions, academic standards, family partnership, and academic growth.
- A guiding question is to expand access to rigorous coursework to reduce failure and support success.
- ELD graduation rates and students with IEPs need attention.
- Students have requested tutoring, interventions, and curriculum adjustments.
- Using the same curriculum in key areas has increased faculty familiarity and teaching efficiency.

- The impact of substitutes in Art and Music on curriculum pacing and teaching is a concern.
- Daily 60-minute periods in Middle School (down from 90-minutes) are more conducive to staying on pace, particularly for English and Math.
- Science has made gains with one instructional coach for all teachers. Efforts are underway to align middle school science curriculum for an easier transition to Upper School science.
- Failure rates have declined post-pandemic, but gaps remain, especially in Math and ELA. A multi-pronged approach is being implemented to address systemic and instructional root causes. Course offerings and student access are being examined.
- There's interest in soliciting student input on course offerings via a survey.
- Stronger faculty ties across content leaders are encouraged.
- Academic challenges are most evident in Algebra II (28 fails), Algebra I (19), World History (17), Biology (15), and Geometry I (15).
- 10th grade has the highest total failures (74), primarily in History and ELA.
- 9th grade follows with 59 failures, with Algebra I leading.
- This data has been reviewed internally but not yet systematically shared with all departments.
- Bridging gaps includes using National Honor Society students to tutor 8th graders, teachers offering office hours, and lunchtime tutoring for 8th graders.
- Data on failures by year shows a peak in 2020-2021 (1060 in S1, 1233 in S2) with numbers decreasing in subsequent years.
- Students are struggling due to learning gaps from COVID, rigor without scaffolds (especially in Algebra I/II and ELA), poor student habits (turning in work, seeking help), and inconsistent instructional practices.
- Actions being taken include ELA & Math coaching cycles, professional learning communities for ELA and Math teachers, PD on differentiation, and Instruction Partners Collaboration.
- Instructional leadership is emphasizing first instruction over reactive remediation.
- Some students are not taking advantage of available services and support.
- Efforts are underway to teach students to take ownership of their academic progress, with advisory focusing on student responsibility and partnering with parents.
- Big Ideas include targeted support in Math and ELA, systematic use of data, and equitable expansion of AP and elective offerings.

College and Career Overview (WASC Goal 2)

- Topics include AP data, concurrent enrollment plans, career-connected curriculum pilot ("Building a Bridge to Your Future" for MS), and CCC school year reflection.
- The senior class doubled to 146 students this year, requiring accommodations.
- Department collaboration is needed for a full student picture.
- Extended office hours for students are available on Tuesdays and Thursdays.
- Student/family Zoom sessions continue, featuring colleges like SJSU, San Francisco State, and community colleges.
- Partnerships with EAP, EOP, and MWEF are ongoing.

- "Decision Day" planning involves reviewing student checklists for majors, colleges, finances, FAFSA, and scholarships.

Diversity, Equity, and Inclusion (WASC Goal 3)

- The goal is to create a safe, inclusive, high-performing environment informed by DEI.
- LCAP Priority Areas are Parent Involvement, Student Engagement, and School Climate.
- The meeting will discuss areas of improvement and progress.

Proposed Process Pivot & Future Meetings

- Historical annual spring committee meetings with leads for each goal area will be replaced with one annual spring committee meeting combining CIRAC and WASC.
- Progress reports will be read before the meeting, and in-person time will be used to discuss overall success and challenges.
- Future meetings will target high-priority focus areas like math achievement growth, college access education, and community climate.

Visit Committee Report in 2025-26 (Q&A)

- Key questions include defining real progress and evidence of progress in curriculum, teaching, learning, staffing, divisional alignment, collaborative leadership, and communication/trust building.

Coversheet

Local Indicators

Section: IV. Non-Action Items
Item: B. Local Indicators
Purpose: FYI
Submitted by:
Related Material:
2024-25 MWA Local Indicators - Slides.pdf
2025_Local_Indicator_Self-Reflection_24-25_Indicators_Making_Waves_Academy_20250612.pdf



Local Indicators

Presenter(s): Dr. Tameka Jackson
Date: June 16, 2025

Learn. Graduate. Give Back.

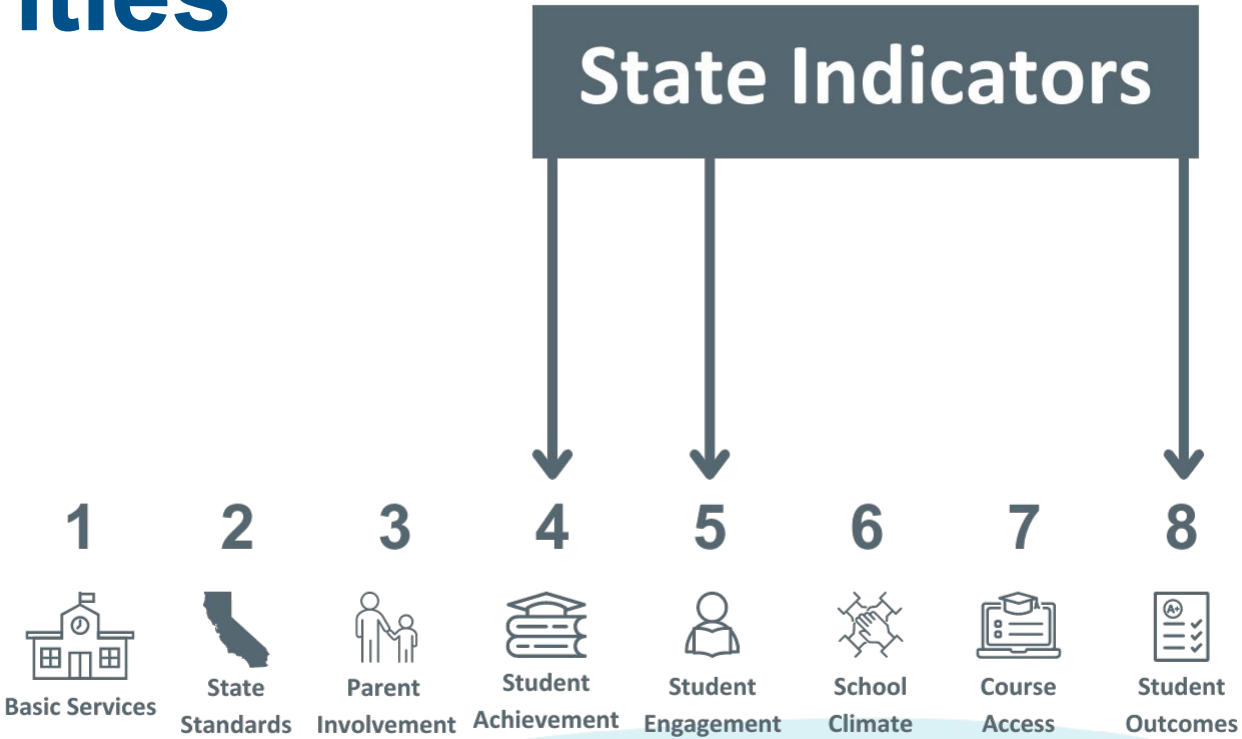
LCFF Priorities

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

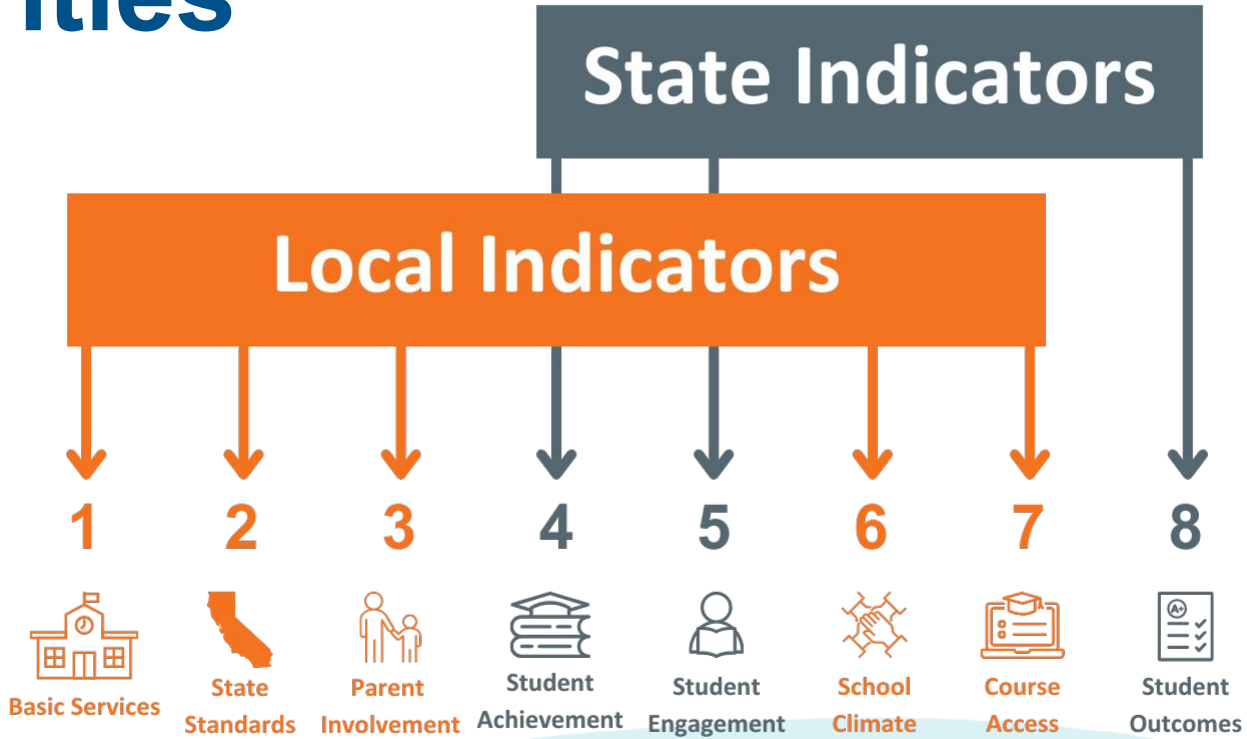
- These are tracked on the CA State Dashboard
- Our LCAP is centered around these priorities



Priorities


State Indicators
1
Basic Services
2
State Standards
3
Parent Involvement
4
Student Achievement
5
Student Engagement
6
School Climate
7
Course Access
8
Student Outcomes

Priorities


State Indicators
Local Indicators
1
Basic Services
2
State Standards
3
Parent Involvement
4
Student Achievement
5
Student Engagement
6
School Climate
7
Course Access
8
Student Outcomes

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 

2 

3 

6 

7 

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

1. Annually measure its progress in meeting the requirements of LCFF priorities
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
3. Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator

Reporting the Results



Priority 1

Basic Services



Priority 1



Basic Services

FIT (Facility Inspection Tool): Measures the safety, cleanliness, and maintenance of school facilities to ensure they are in good repair.

Middle School	
Score = 99.73%	EXEMPLARY

Upper School	
Score = 99.20%	EXEMPLARY

- Both schools scored the highest ranking of “Exemplary” (99-100%)
- LCAP Goal was to continue scoring “Good” (90-98.99%)

Priority 1



Basic Services

- **100% of students** have access to standards aligned curriculum and materials in all subjects
- Information on 2023-24 teaching assignments data will be available in Fall 2025 *(this information is always 2 years behind and available here on DataQuest)*

Priority 2

State Standards



Priority 2



State Standards

Subjects were ranked on:

- Professional learning
- Access to aligned instructional materials
- Support systems to improve standards-aligned instruction.

ELA Common Core State Standards for ELA	*Full implementation and sustainability*
ELD In compliance with California English Language Development Standards	*Initial Implementation*
Mathematics Common Core State Standards for Math	*Full implementation and sustainability*
Science Next Generation Science Standards	*Full Implementation*
History-Social Science	*Full Implementation*

5-point scale

Exploration and Research Phase	*Beginning Development*	*Initial Implementation*	*Full Implementation*	*Full implementation and sustainability*

Priority 2



State Standards

- **Fully implemented:** ELA, Math, PE, Science, History-Social Science, VAPA
- **Initial implementation:** CTE, Health, World Languages, and ELD (a key growth area)
- **Next steps:** Strengthen interdisciplinary connections along with Instructional Partners and working with new ELD Coordinator on targeted ELD support
- **Professional learning:** Early stages of system development; plans to expand coaching, content-aligned training, and individualized support

Priority 3

Parent Involvement



Priority 3



Parent Involvement

Relationships Between School Staff and Families:

- **Rebuilding connections** through Parent Talks, events, and consistent communication
- **Focus on trust** via transparency, recognition, and parent education
- **Inclusive outreach** to underrepresented families with DEI training and cultural celebration

Capacity of staff to build relationships with families.	*Initial Implementation*
Creating welcoming environments for all families.	*Full Implementation*
Supporting staff to learn about each family.	*Initial Implementation*
Using language that is understandable and accessible.	*Full Implementation*

5-point scale

Exploration and Research Phase	*Beginning Development*	*Initial Implementation*	*Full Implementation*	*Full implementation and sustainability*

Priority 6

School Climate



Priority 6

School Climate

School Climate

Feb 2025 California Healthy Kids Survey (CHKS)

- 788 students surveyed.

Feb 2025 MWA Climate Survey

- 72 parents responded, representing 101 students.

Key Learning	Action Being Taken
Students (especially SWD) need more connection & safety	Relationship-building PD, advisor support, hiring new 504 Coordinator
Parent communication is up, but event turnout is low	Revamp family engagement strategies and formats
Proactive supports may be reducing suspensions	Expand 1:1 check-ins, student contracts, and add Associate Dean
Need consistency in discipline & classroom support	Apply behavior policies schoolwide; invest in PBIS training and coaching

Priority 7

Course Access



Priority 7



Course Access

Course Access & Support

- **40%** (212/532) of students **enrolled in at least one AP course**
  - **46%** of AP exams **scored 3+**
- Expansion of **CTE pathway** in progress (LCAP Action 2.4)
- **Priority enrollment** in courses for Students with Disabilities, English Learners, and socioeconomically disadvantaged students
- Advisors & College Counselors support **post-secondary planning** and **course access**

This is a summary of MWA's response to the Priority 7 Self-Reflection Tool provided by the CDE.

Priority 7



Course Access

2024–25 Graduate Highlights

- **87.7%** (128/146) of graduates were **CSU eligible**
- **56.2%** (82/146) were **UC eligible**
- **73.3%** (107/146) of seniors had a **GPA ≥ 2.0**
- **52%** (76/146) met **full UC eligibility**
- **76%** (111/146) of seniors were **accepted to at least one 4-year university**
- **97%** (141/146) of **seniors graduated** *(including both 4th and 5th year seniors)*

This is a summary of MWA's response to the Priority 7 Self-Reflection Tool provided by the CDE.

Questions?



Learn. Graduate. Give Back.

2025-26 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
2022-23	67.2	50.8%	14.7%	6.7%	24.6%	0.9%	1.5%	0.9%

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)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)
In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

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

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

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	N/A
Career Technical Education			3			
Health Education Content Standards			3			
Physical Education Model Content Standards					5	
Visual and Performing Arts				4		
World Language			3			

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		2			
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.

Making Waves Academy has fully implemented and sustained the California State Standards in ELA, Math, and Physical Education. Science, History-Social Science, and Visual and Performing Arts have also reached full implementation, with continued efforts to strengthen instructional practices and interdisciplinary connections. Initial implementation is underway for Career Technical Education, Health Education, World Languages, and ELD, the latter of which remains a growth area, with targeted support needed to strengthen integrated and designated instruction aligned with state standards.

Professional learning systems are currently in the initial stages of identifying and addressing staff development needs. While we have begun using data and informal observation to shape group-level professional learning, more work is needed to develop robust systems for supporting individual teachers on standards not yet mastered. Plans

are in place to strengthen coaching, deepen content-aligned training, and improve differentiated support for educators. Continued focus on ELD and CTE implementation, as well as expanding teacher capacity through personalized professional development, will support ongoing alignment to state academic standards.

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.	3
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	4
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	3
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.	4

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

1. 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.

Faculty and staff transitions, along with structural reorganization, have strained some of the school's relationships with families, leading to a decrease in on-campus presence and limiting opportunities for parent involvement. Despite these challenges, this year saw meaningful progress in rebuilding those connections. The school organized Parent Talk sessions, created volunteer opportunities, included families in Teacher Appreciation Week, and welcomed them to campus events, including athletic games. A group of engaged families regularly offered feedback and participated in productive dialogue, demonstrating both high expectations and a strong desire to partner with the school.

At the start of the year, we held schoolwide reorientation meetings and have been consistently responsive to parent concerns. We've hosted monthly Parent Talk sessions, held two separate rounds of advisory family conferences, and

offered three parent workshops, including sessions led by our school social worker. Throughout the year, we've been intentional about seeking community input, addressing concerns, and involving families in decision-making to ensure a more collaborative and responsive school environment.

2. 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.

3. 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 Diversity, Equity nd Inclusion 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.	4
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.	4
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)

1. 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.

Current strengths and areas of progress include a continued reputation for academic excellence and improvements in consistent communication from both the school and individual teachers regarding student learning and behavior.

The school has remained committed to curriculum pacing and upholding high academic expectations, while using data to guide instruction effectively.

To support students needing additional academic intervention, "academic contracts" were implemented. These contracts outlined specific expectations students needed to meet in order to pass their courses and remain on track for graduation. Students and families met with staff to review the contract terms, understand potential consequences for not meeting expectations, and discuss supports embedded in the process—such as voluntarily checking in cell phones at the start of the day to minimize distractions.

Throughout the year, the school conducted regular data dives and maintained a strong communication rhythm. Families received progress reports six times annually and were provided with two in-person opportunities to meet with teachers and staff to discuss student performance before final grades were posted.

The school also hosted monthly meetings specifically for 5th-year seniors to monitor progress and ensure personalized support on their path to graduation. The College and Career Counseling (CCC) team supported this work by pushing into ELA classes every Wednesday to assist seniors, in collaboration with Advisory teams (“A Teams”), providing tailored guidance, resources, and encouragement.

2. 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, parent committees, and LCAP Advisory Group meetings. Also, increasing overall communication with families to alert families about concerns as well as share positive news to celebrate progress and success.

3. 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. Continuing to provide a steady stream of information to families (in translated versions or in online communication systems that will translate school communication for the families).

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
9. 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

Practices	Rating Scale Number
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	3
11. 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.	3
12. 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)

1. 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, Parent Talk Sessions, and LCAP Advisory Group meetings. 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.

2. 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.

3. 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 2025 California Healthy Kids Survey (CHKS) was administered schoolwide, 788 students participated.

Race/Ethnic Breakdowns:
American Indian or Alaska Native - 6
Asian or Asian American - 30
Black or African American - 33
Hispanic or Latino/a - 603
Native Hawaiian or Pacific Islander - <10 not reported
White - 10
Mutiracial - 11
Something else - 33

Note: The total does not add up to 788 because the race/ethnicity question allows students to select all that apply, meaning a single student may be counted under multiple categories. Additionally, some students may have selected “Not stated” or “Prefer not to say.”

Student Results

School Connectedness
51% Whole School / 51% Middle School / 51% Upper School

Academic Motivation
66% Whole School / 67% Middle School / 64% Upper School

Caring Adult Relationships
58% Whole School / 56% Middle School / 61% Upper School

High Expectations
72% Whole School / 71% Middle School / 73% Upper School

School Safety
56% Whole School / 56% Middle School / 56% Upper School

The February 2025 MWA Climate Survey was given to parents and guardians. We received 72 parent responses, representing parents of 101 students.

5th Grade- 16 parents
6th Grade- 11 parents
7th Grade- 12 parents
8th Grade- 17 parents
9th Grade- 16 parents
10th Grade- 13 parents
11th Grade- 9 parents
12th Grade- 10 parents

Parent Responses:
43.1% of parents strongly agree that their child is safe at MWA
54.1% of parents agree that their child is safe at MWA
2.8% of parents disagree that their child is safe at MWA
36.1% of parents strongly agree that MWA is responsive to their needs
51.4% of parents agree that MWA is responsive to their needs
11.1% of parents disagree that MWA is responsive to their needs
1.4% of parents strongly disagree that MWA is responsive to their 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.

Key learnings include: The importance of coherence and alignment of staff in terms of actions we can take to help improve a sense of connectedness and safety for students, but our level of increased communication with parents may be leading them to feel that school is safe for their childen. Another key learning is that our current engagement with MWA parents is not leaqding to a high attendance rate to parent education opportunities. Another key learning is that putting attention towards more proactive interventions such as student contracts, 1:1 students check-ins, and meetings with parents is likely contributing to a decrease in overall suspensions. Identified Needs include: More strategies to try to reduce suspensions for the SWD group, more strategies to help students feel more connected and safe on campus, and more ways to address and combat chronic absenteeism for some groups. Areas of Strength include: Increased overall communication with families, an increase in communication to families regarding absences and patterns of failing grades, and largely a team that will return in attendance and the student support team, which will help facilitate building on successes this year to refine systems and processes versus starting brand new ones.

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 associate dean and 504 Coordinator and will prioritize the hiring of key staff. Consistently applying disciplinary actions with fidelity schoolwide while also examining ways to reduce overall suspensions, particularly those subgroups whose suspension rates are higher than the school average.. Implementing structures with more intensive classroom supports, and professional development in the area of positive behavior interventions. Reinforcing the role of Advisors to monitor progress of their students and proactively communicate with families, the deans, and instructional leaders.

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. 100% 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 2024-25, 128/146; 87.7%% of graduates were eligible for CSU entrance upon graduation and 82/146 56.16% were eligible for UC entrance upon graduation. This year, of students who were designated as seniors at the beginning of the school-year, 111/146 students applied and were accepted to at least one four-year university: 107/146 (73.3%) were CSU eligible (2.0 and above) and 76/146 (52%) were UC eligible. Our College and Career Counseling Department 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 212 students enrolled in at least 1 AP Course / 532 Total students enrolled at MWA = 40% of students enrolled in at least 1 AP Course. We currently have one CTE pathway, and have seen an increase in the number of CTE pathway completers in the past year; we are continuing to explore 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 2024-25, 128/146; 87.7%% of graduates were eligible for CSU entrance upon graduation and 82/146 56.16% were eligible for UC 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, out of 265 AP Exams, 121 Exams with score of 3 or higher, equaling 46% of students passed their AP exams (scored a 3 or higher). We currently have one CTE pathway, and continue to see 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 continues to challenge our ability to offer a broad array of CTE 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)

Facing the same barriers as last year, we will 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 will continue to be administered 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.

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

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

Rating Scale (lowest to highest):
1 - Exploration and Research Phase
2 - Beginning Development
3 - Initial Implementation
4 - Full Implementation
5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					

Coordinating Instruction	1	2	3	4	5
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

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

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest):

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

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					

Coordinating Services	1	2	3	4	5
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

Coversheet

Local Control Action Plan (LCAP)

Section: V. Action Items
Item: A. Local Control Action Plan (LCAP)
Purpose: Vote
Submitted by:
Related Material:
Executive Summary of Revisions to the LCAP (Post-Public Hearing).pdf
2025_Local_Control_and_Accountability_Plan_Making_Waves_Academy_20250612.pdf

Executive Summary of Revisions to the LCAP

Post-Public Hearing

06/16/2025

Following the Public Hearing at the May 5th MWA Board Meeting, several targeted updates were made to the LCAP to reflect educational partner feedback, align with best practices, and ensure clarity and consistency across the document. ***Key changes include***:

1. Updates to Actions:

- **Action 1.1** now includes updated reflections to better capture the impact and challenges of implementation.
- **Action 3.5** was revised to:
    - Expand from a pilot to a school-wide initiative across all grade levels.
    - Remove references to a specific curriculum to allow for flexibility based on student needs.
    - Include a broader description of the research base supporting the action.

2. New and Clarified Information:

- A new section was added to relevant actions outlining **how challenges are being addressed**, in alignment with updated LCAP requirements.
- Additional details were provided for actions funded by **Learning Recovery Emergency Block Grant (LREBG)**.

3. Financial and Funding Clarifications:

- Expenditures that utilize **LREBG funds** have been adjusted to account for funding across the next 3 years.
- LREBG-funded actions were updated to be **non-contributing**.

4. Metric Revisions:

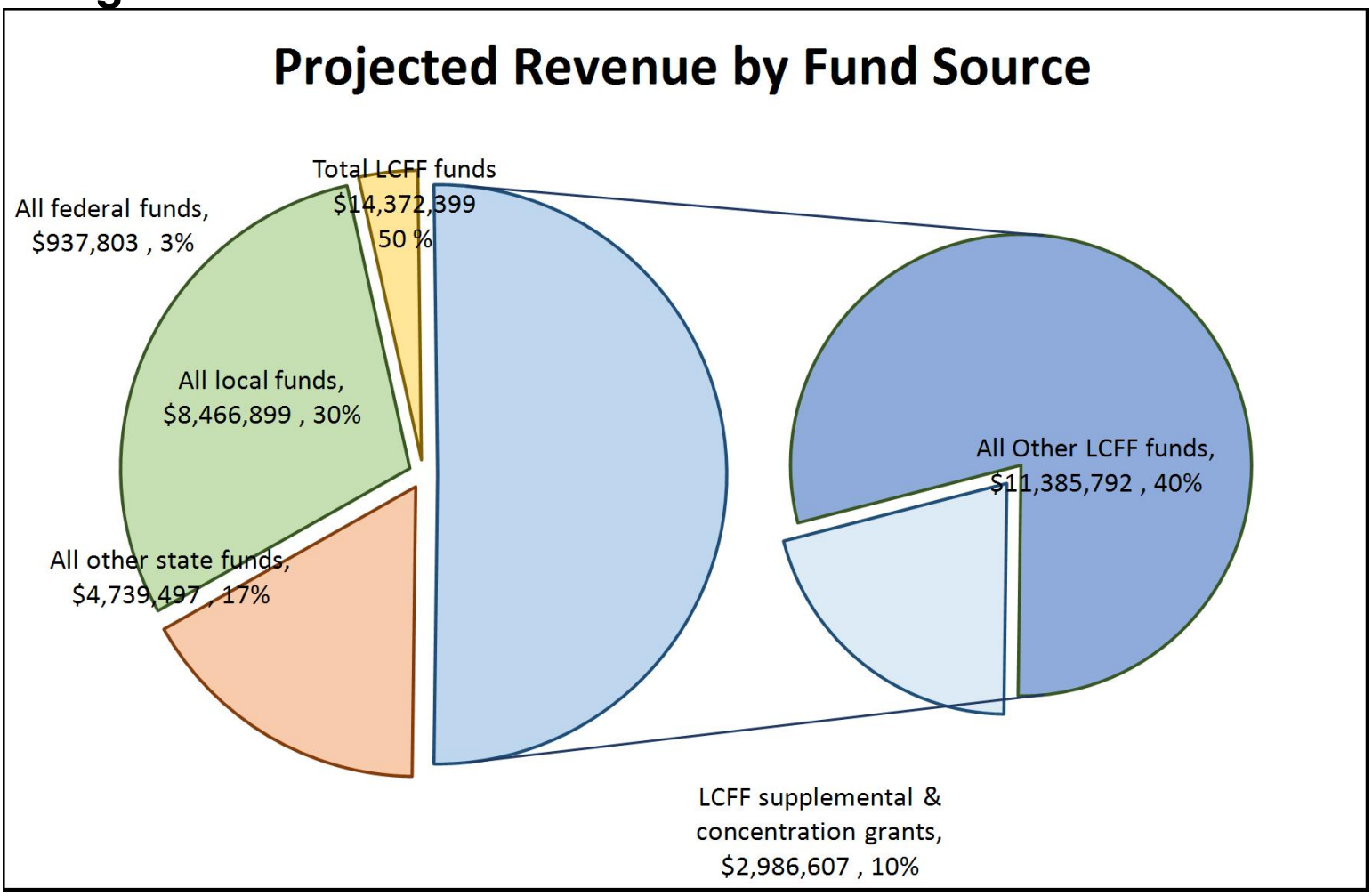
- **Metric decimal points** were standardized to **tenths** for consistency across the plan.
- **Metrics 1.7, 1.17, and 2.11** were updated to reflect current data.
- **Metrics 3.1, 3.2, and 3.3** were updated as of the end of May. Year-end numbers will be updated before final submission.

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Making Waves Academy
CDS Code: 07100740114470
School Year: 2025-26
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 2025-26 School Year

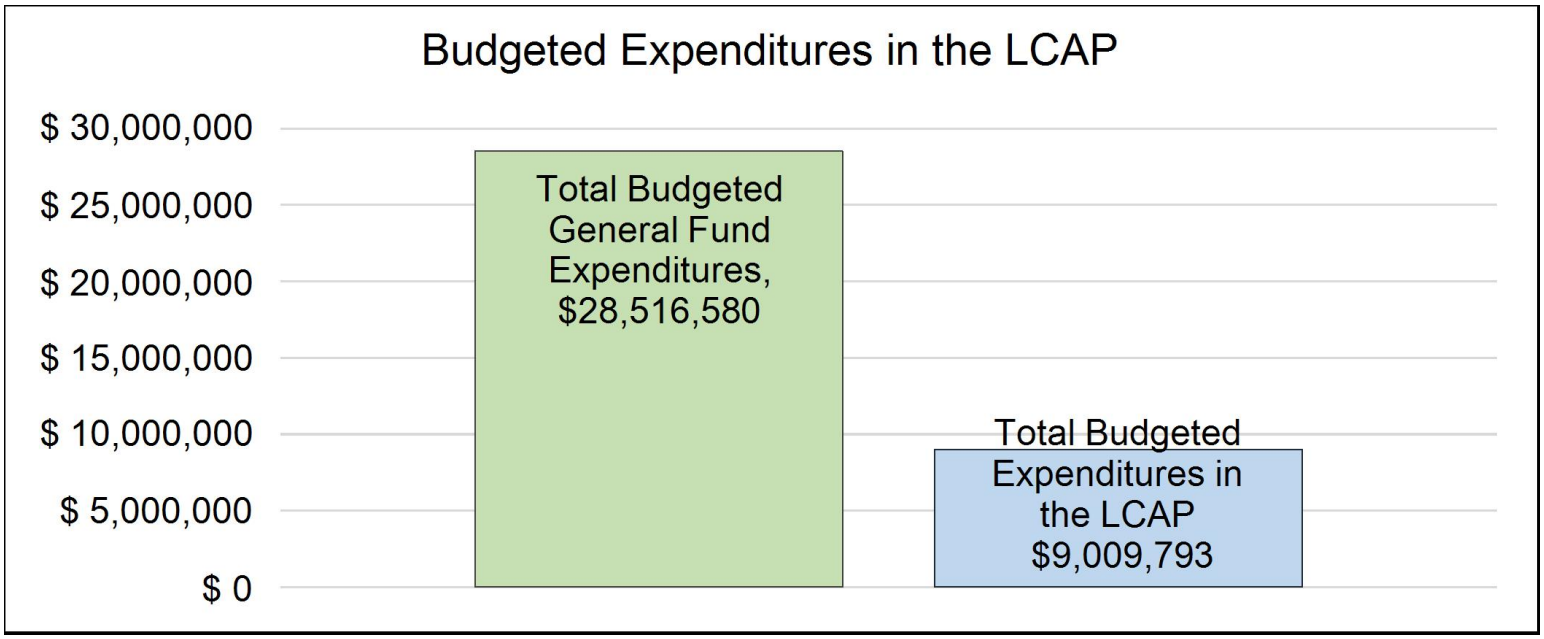


This chart shows the total general purpose revenue Making Waves Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Making Waves Academy is $28,516,598, of which $14372399 is Local Control Funding Formula (LCFF), $4,739,497 is other state funds, $8466899 is local funds, and $937,803 is federal funds. Of the $14372399 in LCFF Funds, $2,986,607 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 2025-26. 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 $$28,516,580 for the 2025-26 school year. Of that amount, $$9,009,793 is tied to actions/services in the LCAP and $19,506,787 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

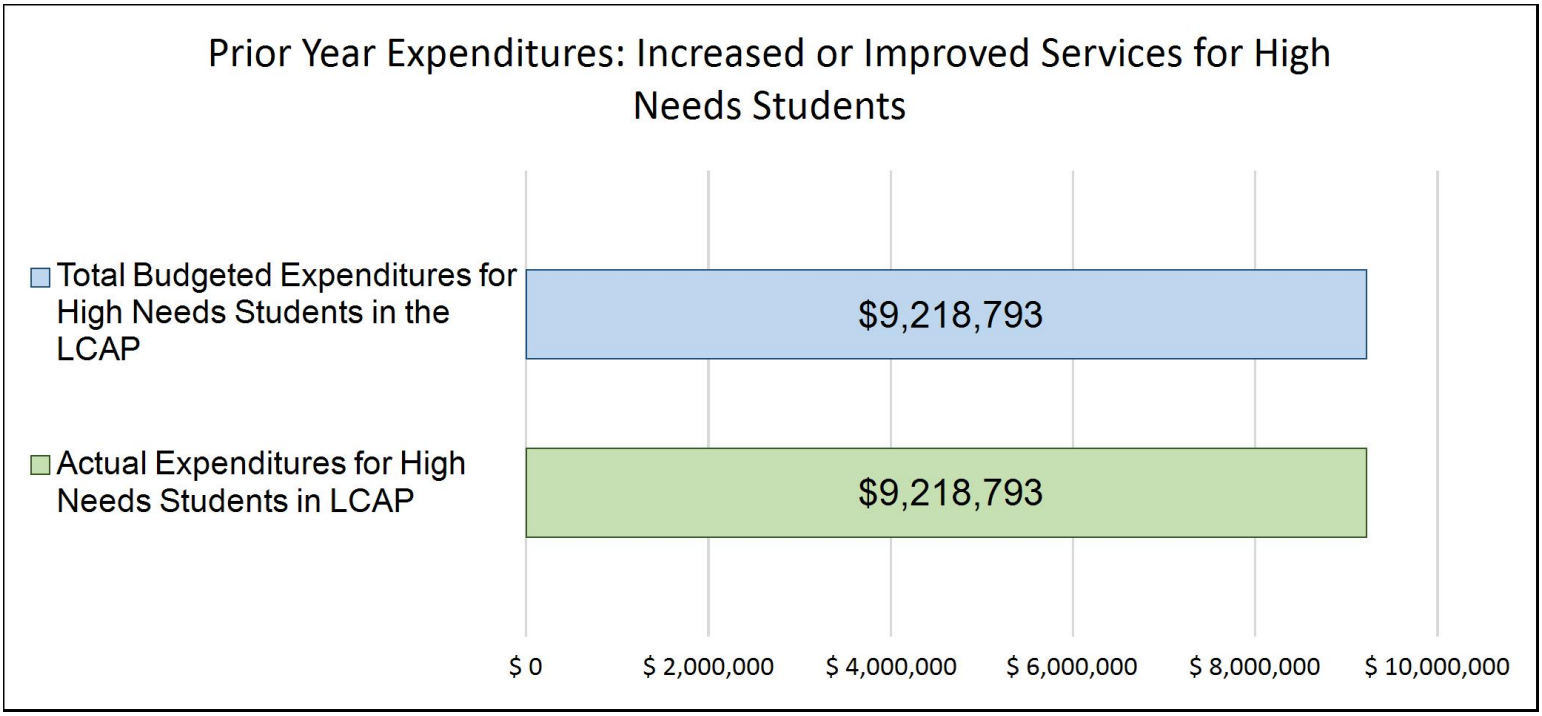
***Philanthropic funds!!!!!

Increased or Improved Services for High Needs Students in the LCAP for the 2025-26 School Year

In 2025-26, Making Waves Academy is projecting it will receive $2,986,607 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 $$7,010,234 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 2024-25



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 2024-25, Making Waves Academy's LCAP budgeted $$9,218,793 for planned actions to increase or improve services for high needs students. Making Waves Academy actually spent $9,218,793 for actions to increase or improve services for high needs students in 2024-25.

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 [2025-26]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA. LEAs may also provide information about their strategic plan, vision, etc.

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 2024-25 school year has, by far, been the best school year since coming back to school after the pandemic. While some key positions remained vacant, including some teaching positions, other positions were filled that have made a big difference, including a 2nd year engagement with a service provider that supports strengthening our instructional practices and ongoing Differentiated Assistance Program through the Santa Clara Office of Education. The result of our focus on safety, instructional practices, and parent communication has been improved overall performance in key areas along with some persistent challenges. Challenges include ongoing lower student achievement by some of our subgroups and uneven instruction as a result of teaching vacancies across the school. Successes include a reduction in overall suspensions, a focus on more positive reinforcement for students, and more targeted support for our teacher leaders.

On the CA State Dashboard, we saw overall gains in math and English but a decrease in overall English Learner gains and college readiness. Our efforts to improve English Learner achievement in 2024-25 will be hampered by the mid-year resignation of our ELD Coordinator. ELD instruction and assessment continued but with less overall leadership than last school year. Our suspension rates also increased from the previous year on the Dashboard. Overall, we are seeing a decline in suspensions, especially over the 2nd half of the year as proactive strategies implemented by the deans and social worker began to show progress. The Dashboard also showed a decrease in chronic absenteeism. I suspect that 2024-25 will continue to see this area decrease. Lastly, we also saw a decrease in the high school graduation rate. After seeing this area improve over the last couple of years, we saw the Class of 2024 have less overall success. This class lost their 9th grade year during the pandemic, a major contributing factor to the challenges this class faced.

Through proactive measures such as “check-ins”, student academic and behavior contracts, parent meetings, and strengthening relationships we are seeing less overall suspensions in 2024-25. We went into the school year with three deans and two dean assistants this year, which has allowed for increased support and better communication with students, staff, and parents. We have had to hold off on rolling out a more robust implementation of our MTSS model of support. However we continue to offer Talk Space for students needing or wanting support by a therapist and referrals to their health provider. The social worker also has done check-ins with students with 504 plans regularly, making sure they and their teachers know what the students’ accommodations are.

Instructionally, we have benefitted from having instructional coaches to support math and English instruction, devoting time observing classes and debriefing with teachers. Coaching cycles were disrupted at different times due to mid-year staff transitions, but overall, the system was implemented. The engagement with Instruction Partners for a second year has also been helpful in working with our lead teachers and content leads on leading effective PLCs. As a result, they are better able to assess instructional rigor and provide coaching to improve it. There is continued progress in delivering standards-based instruction, staying on pace with lessons and instructional planning.

Adding a position to oversee LCAP/WASC planning and progress monitoring has been a tremendous help this year in being able to better document and track our progress in real time, plan, and assess progress. In the 2nd year of combining our LCAP and WASC goals, we are seeing more places of alignment between them.

MWA has $1,634,172 of unexpended Learning Recovery and Emergency Block Grant (LREBG) funds for the period ending in June 30, 2027. Of these LREBG funds, $544,724 has been budgeted for the 2025-26 school year, $544,724 has been budgeted for the 2026-27 school year, and $544,724 has been budgeted for the 2027-28 school year. All actions funded by LREBG funds have been listed as non-contributing actions. For 2025-26, LREBG funds can be found in the following actions:

Goal 1: Support for All Learners
Action:

- 1.7: Academic Support

Allowable uses of funds identified in EC Section 32526(c)(2)

- (B)(i) Tutoring or other one-on-one or small group learning supports provided by certificated or classified staff.
- (B)(ii) Learning recovery programs and materials designed to accelerate pupil academic proficiency or English language proficiency, or both.
- (C) Integrating evidence-based pupil supports to address other barriers to learning, and staff supports and training, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address pupil trauma and social-emotional learning, or referrals for support for family or pupil needs.
- (E) Additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil learning.

Rationale:
(1.7) Over 75% of ELs and SWD score in the bottom two achievement levels on state assessments, and ELs in the upper school have the lowest Math GPAs schoolwide. These gaps highlight the need for targeted academic interventions outside of core instructional time to address foundational skills, support grade-level mastery, and close equity gaps for historically underserved groups. Educational Partner Feedback f from students, families, and staff has consistently requested expanded academic support throughout the school year. Interest in tutoring, office hours, and additional interventions was confirmed through surveys conducted to ensure these actions respond directly to community needs.

Goal 2: College and Career Readiness

Actions:

- 2.4: Postsecondary Readiness Pathways ($109,734)

Allowable uses of funds identified in EC Section 32526(c)(2)

- (C) Integrating evidence-based pupil supports to address other barriers to learning, and staff supports and training, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address pupil trauma and social-emotional learning, or referrals for support for family or pupil needs.
- (D) Access to instruction for credit-deficient pupils to complete graduation or grade promotion requirements and to increase or improve pupils' college eligibility.

Rationale:

(2.4) Black, Hispanic/Latino, EL, and SWD students face persistent achievement gaps, lower engagement, and underrepresentation in rigorous academic and career-focused programs. There is a need to expand access to both CTE pathways and college-level coursework that aligns with students' academic and career goals. Increased access to these opportunities would support postsecondary success and promote equity in high-demand fields.

Goal 3: Diversity, Equity, and Inclusion

Actions:

- 3.5: SEL Support ($248,978)
- 3.6: 504 Coordination and Implementation ($105,463)

Allowable uses of funds identified in EC Section 32526(c)(2)

- (B)(v) Providing instruction and services consistent with the California Community Schools Partnership Act regardless of grantee status.
- (C) Integrating evidence-based pupil supports to address other barriers to learning, and staff supports and training, such as the provision of health, counseling, or mental health services, access to school meal programs, before and after school programs, or programs to address pupil trauma and social-emotional learning, or referrals for support for family or pupil needs.
- (E) Additional academic services for pupils, such as diagnostic, progress monitoring, and benchmark assessments of pupil learning.

Rationale:

(3.5) SWD and Black students have the highest rates of suspension and chronic absenteeism, indicating a critical need for more proactive, culturally responsive SEL support. The school needs additional tools and strategies to help students develop self-regulation skills and re-engage with the learning environment.

(3.6) SWD consistently score in the lowest performance levels on state and internal assessments and have higher suspension and absenteeism rates than their peers. A more robust and consistent system for managing 504 plans is needed to ensure timely support and accommodations for students with disabilities. Improved oversight will also help identify students earlier and support staff in meeting their needs more effectively.

Powered by BoardOnTrack

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.

Following the release of the 2024 CA Dashboard, our areas of eligibility were updated. We have exited the Differentiated Assistance program for Academics for Students with Disabilities. However, based on our current data, we are now eligible for Differentiated Assistance under two indicators for two student groups: Chronic Absenteeism and Suspensions for Students with Disabilities as well as Black/African-American Students.

As of April 2025, we were seeing some interesting trends which may result in a lower suspension rate at the end of the year. While the overall suspension rate (percentage of students suspended at least once) is tracking at or right below where we were at this time last year, the number of suspensions is lower. This means that we are not suspending the same student multiple times. Additionally, the suspension and chronic absenteeism for Black/African American students is down by about 50% when compared to last year. We are seeing a plateau in the data this month which was not the case a year ago, we actually saw a significant spike last March.

While these numbers show positive momentum, we recognize that there is still important work ahead to ensure that every student receives the support they need to thrive. We remain committed to further reducing disparities, strengthening restorative justice practices, and building on these successes in the coming months.

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
August 5, 2024 All Staff and Faculty PD	Meeting in-person (Session was held during regularly scheduled PD) Agenda and materials shared ahead of time. Topic - August PD: LCAP Informational Session: Introducing faculty and staff to what the LCAP is and specifically to MWA's new LCAP. Faculty and staff exloped the different elements of our LCAP including Goals, actions, metrics, and expenditures. Engagement: Overview of what the LCAP is, why we do it, and general information was shared. A brief overview of each goal was given. Faculty and staff then broke into groups and received an info packet on a specific LCAP action, including associated metrics and expenditures. Small groups engaged in discussion about their actions and how they see them showing up in their daily work. Groups were then paired together to explain their actions and discover how the different LCAP goals and actions intermingle.
August 7, 2025 Student Activity Coordinators	Meeting in-person Agenda shared ahead of time. Topic - Student Involvement and Engagement: Exploring student feedback that has been shared in the past and planning for student engagement in the LCAP for SY 2024-25.

Educational Partner(s)	Process for Engagement
	Engagement: Student Activity Coordinators shared student takeaways and experiences specifically related to a recent ASB leadership camp and discussed how to engage students in the LCAP for the year.
August 13, 2025 LCAP Goal Owners (Principal and Assistant Principals)	Meeting in-person Agenda shared ahead of time. Topic - LCAP Recap: Reviewing goals and actions in the LCAP for the upcoming year. Sharing LCAP goals and actions with new assistant principal. Engagement: Principal and LCAP Coordinator (Project Manager) reviewed LCAP goals and actions with new assistant principal including: Resources, Background on why the actions were created, timelines, LCAP Working group members and tasks, LCAP Advisory Group members and tasks, and steps for engagement. Resources for recruiting students to the LCAP Advisory Group (LCAP AG) were distributed.
August 20, 2024 LCAP WG (LCAP Working Group with Principal, Assistant Principals, Instructional Coaches, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Director of Special Education, CEO (Superintendent), and compliance team)	Meeting in-person Agenda and materials shared ahead of time. Topic - LCAP Oritentation: Introducing the LCAP WG (LCAP Working Group) to our goals, actions, metrics, resources, and timeline to be used over the school year. Engagement: LCAP WG discussed where to find MWA's LCAP, what the LCFF priorities are and where they show up in our LCAP. The group explored LCAP templates and materials, and discussed the differences between the goals. They then split into pairs and were asked questions about our goals, LCFF priorities, metrics, and 3-year outcomes. Resources for recruiting students to the LCAP Advisory Group (LCAP AG) were distributed.

Powered by BoardOnTrack

Educational Partner(s)	Process for Engagement
August 27, 2024 LCAP WG (LCAP Working Group with Director of College and Career Counseling, Associate Director of College and Career Counseling, Associate Director of Academic Advising, College and Career Coordinator)	Meeting in-person Topic - Goal 2: College and Career Readiness: Ensuring understanding of LCAP resources and content for the College and Career Center staff. Engagement: Open discussion and exploration of LCAP resources and actions specific to Goal 2: College and Career Readiness. The CCC staff engaged with the materials and asked questions about their specific goal, actions, and metrics as we began implementing the new LCAP in the fall of 2024. Resources for recruiting students to the LCAP AG (LCAP Advisory Group) were distributed.
September 17, 2024 LCAP WG (LCAP Working Group with Principal, Assistant Principals, Instructional Coaches, College and Career Readiness team, Student Services team, deans, ELD Coordinator, CEO (Superintendent), and compliance team)	Meeting in-person Agenda and Resources shared ahead of time. Topic - LCAP AG (LCAP Advisory Group) Prep: Preparing for the first LCAP AG of the school year and ensuring clarity on what the LCAP AG is. Engagement: LCAP WG reviewed the LCAP AG Commitment From, discussed who makes up the group, what their roles and responsibilities are, and discussed topics to elicit feedback on from the LCAP AG. LCAP WG came up with questions to ask students, parents, and how to share information on LCAP goals. The group then took time to share with each other how the initial implementation of LCAP actions was going.
October 17, 2024 LCAP AG (LCAP Advisory group with majority parents, multiple students, and representatives from the LCAP WG)	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. Topic - LCAP Orientation

Powered by BoardOnTrack

Educational Partner(s)	Process for Engagement
	Oriented the 2024-25 LCAP AG to the LCAP, our work for the year, including students in the group this year, and distributed the LCAP AG Commitment Form. Engagement: Began meeting by asking students questions relevant to each LCAP goal and reviewing common acronyms. Introduced the LCAP's goals, actions, and school personnel that work on each goal. A representative from each team that directly works to implement LCAP Goals and Actions was present during the meeting to directly answer student and parent questions, and to be able to bring community feedback directly to their teams. Feedback form was shared at the end of the meeting.
October 22, 2024 LCAP WG LWG (LCAP Working Group with Instructional Coaches, College and Career Readiness team, Student Services team, deans, CEO (Superintendent), and compliance team)	Meeting in-person Agenda and materials shared ahead of time. Topic - LCAP AG (LCAP Advisory Group) Debrief: Reviewing and discussing takeaways from the LCAP AG (LCAP Advisory Group). Engagement: LCAP WG reviewed notes taken by school personnel in the LCAP AG and discussed how the feedback can be incorporated into LCAP Goals, actions, and policy.
October 31, 2024 LCAP WG (LCAP Working Group with Principal, Assistant principals, and Instructional coaches)	Meeting in-person Agenda and materials shared ahead of time. Topic - LCAP AG (LCAP Advisory Group) Debrief on Goal 1: Support for All Learners: Reviewing and discussing takeaways from the LCAP AG (LCAP Advisory Group) specific to Goal 1: Support for All Learners. Engagement:

Educational Partner(s)	Process for Engagement
	LCAP WG reviewed notes taken by school personnel in the LCAP AG and discussed how the feedback can be incorporated into LCAP Goal 1: Support for All Learners.
November 12, 2024 LCAP WG (LCAP Working Group with Principal, Assistant Principals, Instructional Coaches, College and Career Readiness team, Student Services team, deans, CEO (Superintendent), and compliance team)	Meeting in-person Agenda and Resources shared ahead of time. Topic - LCAP AG (LCAP Advisory Group) Prep: Preparing for the LCAP AG and discussing disagregating LCAP metrics. Engagement: Discussed which student subgroups to disaggregate LCAP metrics by via a Padlet activity. Providing updates on LCAP metrics, actions, and WASC evidence collection then planned for LCAP AG to discuss parent and student feedback that had been incorporated into the LCAP, creating student questions, and identifying key metrics to highlight.
December 10, 2024 LCAP WG (LCAP Working Group with Principal, Assistant Principals, Instructional Coaches, College and Career Readiness team, Student Services team, deans, and CEO (Superintendent))	Meeting in-person Resources shared ahead of time. Topic - Mid-Year Update: Engagement: Compiled action progress and metrics in goal groups, followed by goal-by-goal share outs. Collaborated to troubleshoot spring semester implementation and discussed key takeaways to share in the upcoming Advisory Group and staff feedback sessions. Continued collecting WASC evidence.
December 12, 2024 LCAP AG (LCAP Advisory Group with majority parents, multiple students, and representatives from the LCAP WG)	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.

Powered by BoardOnTrack

Educational Partner(s)	Process for Engagement
	Topic - LCAP Mid-Year Update Review semester 1 progress with a focus on how feedback had been incorporated and collect feedback for Mid-Year Update Engagement: Began meeting by asking students questions relevant to each LCAP goal, reviewing common acronyms, and checking in on commitment forms. Reviewed updates from educational partner feedback, current actions, and metric highlights for all three goals. Closed with a discussion on the Mid-Year Update, including what should be included and how feedback will be shared. Feedback form was shared at the end of the meeting.
January 7, 2025 LCAP WG (LCAP Working Group with Deans, Social Worker, and CEO (Superintendent))	Meeting in-person Agenda and materials shared ahead of time. Topic – Goal 3: Diversity, Equity, and Inclusion – Metric Review and Mid-Year Prep: Digging into Goal 3 metrics and preparing for the Mid-Year Update. Engagement: LCAP WG disaggregated Goal 3 metrics, identified needed edits to qualitative metrics, and clarified sources and responsibilities for data collection. The group reflected on progress for Goal 3 actions and identified key insights from the data. Discussion included how data trends—positive and negative—can inform next steps, and what support is needed to fill remaining data gaps. The team also reviewed upcoming deadlines and expectations for the Mid-Year Update approval process.
January 8, 2025 LCAP WG (LCAP Working Group with Director of College and Career Counseling, Associate Director of College and Career Counseling, Associate Director of Academic Advising, College and Career Coordinator)	Meeting in-person Agenda and materials shared ahead of time. Topic – Goal 2: College and Career Readiness-- Metric Review and Mid-Year Prep: Digging into Goal 2 metrics and preparing for the Mid-Year Update.

Powered by BoardOnTrack

Educational Partner(s)	Process for Engagement
	Engagement: LCAP WG disaggregated Goal 2 metrics, identified needed edits to qualitative metrics, and clarified sources and responsibilities for data collection. The group reflected on progress for Goal 2 actions and identified key insights from the data. Discussion included how data trends—positive and negative—can inform next steps, and what support is needed to fill remaining data gaps. The team also reviewed upcoming deadlines and expectations for the Mid-Year Update approval process.
January 10, 2025 LCAP WG (LCAP Working Group with Principal, Assistant principals, and Instructional coaches)	Meeting in-person Agenda and materials shared ahead of time. Topic – Goal 1: Support for All Learners – Metric Review and Mid-Year Prep: Digging into Goal 3 metrics and preparing for the Mid-Year Update. Engagement: LCAP WG disaggregated Goal 3 metrics, identified needed edits to qualitative metrics, and clarified sources and responsibilities for data collection. The group reflected on progress for Goal 3 actions and identified key insights from the data. Discussion included how data trends—positive and negative—can inform next steps, and what support is needed to fill remaining data gaps. The team also reviewed upcoming deadlines and expectations for the Mid-Year Update approval process.
January 27, 2025 School Board Meeting	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 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.

Educational Partner(s)	Process for Engagement
February 13, 2025 LCAP AG (LCAP Advisory Group with majority parents, multiple students, and representatives from the LCAP WG)	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. Topic – LCAP AG: Goal-Based Reflections and Feedback Collection: Reviewing updates on LCAP metrics and gathering feedback from students on all three goals. Engagement: Began meeting by asking students questions relevant to each LCAP goal, reviewing common acronyms, and checking in on commitment forms. The group reflected on current data across all three goals, including GPA trends, discipline rates, field trips, and college readiness benchmarks. Updates were shared on how student input has been used so far. The meeting closed with a discussion on how to engage educational partners in the LCAP Annual Update. Feedback form was shared at the end of the meeting.
February 24, 2025 New Instructional Coach	Meeting in-person Agenda and materials shared ahead of time. Topic – Introduction to the LCAP Shared MWA's LCAP and discussed Goal 1: Support for All Learners. Engagement: Introduced new Instructional Coach to the LCAP by going through All LCAP Goals, and doing a deep-dive on Goal 1: Support for All Learners, including a discussion of where she was already seeing LCAP actions in-progress across the campus and where we had opportunities to re-center on our LCAP Actions.
February 26, 2025	Meeting in-person Agenda and materials shared ahead of time.

Powered by BoardOnTrack

Educational Partner(s)	Process for Engagement
LCAP WG (LCAP Working Group with Associate Director of CCC, College and Career Coordinator, and Deans)	Topic – LCAP WG: Annual Update Preparation and Reflection: Preparing for the Spring 2025 tab reflections and focusing on expenditures. Engagement: Began discussing the Annual Update and resources for S2.Reflections on S1 actions and metrics for each goal were discussed to capture insights on how the metrics have evolved and what realizations have surfaced. Time was given for each group to work on their own reflections and preparing for the upcoming expenditure meeting. Continued collecting WASC evidence.
March 4, 2025 LCAP WG (LCAP Working Group with Director of College and Career Counseling, Associate Director of College and Career Counseling, Associate Director of Academic Advising, College and Career Coordinator)	Meeting in-person Agenda and materials shared ahead of time. Topic – LCAP WG: Expenditure Review and Preparation for New Actions: Reviewing expenditures and preparing to create new actions to incorporate educational partner feedback and address Needs Assessment for unexpended LREBG funds. Engagement: Reviewed why expenditures are listed in the LCAP and the process for recording them. The WG broke into small group brainstorming sessions to define increased and improved services, then worked closely with the finance team to discuss which parts of the budget are associated with each of the LCAP goals. Afterward, time was dedicated to create new actions to incorporate educational partner feedback and address Needs Assessment for unexpended LREBG funds. Attention was given to preparing for upcoming LCAP Feedback Sessions, including gathering input from the LCAP AG and ELAC, and creating LCAP AG slides.
March 14, 2025 All faculty and staff	Meeting in-person (Session ws held during regularly scheduled PD) Agenda and materials shared ahead of time. Topic – Whole School PD: LCAP and Intro to the CA State Dashboard

Educational Partner(s)	Process for Engagement
	Reviewing progress on the LCAP with faculty and staff and exploring the California State Dashboard and its indicators. Engagement: Refreshed faculty and staff on what the LCAP is, including an update on MWA's LCAP Goals. A walk-though of the California State Dashboard was given to faculty and staff to show how to identify indicators and exploring how it works. Faculty and staff then broke into small groups of 3-5 participants, each focusing on a specific CA State Dashboard indicator. Groups used a provided packet to facilitate their discussion. The session concluded with reflections and takeaways, including a discussion on where each indicator shows up in the LCAP and exploring further engagement opportunities.
March 21, 2025 SELPA Consultation and tour with Principal, CEO (Superintendent), COO, Director of CCC, Deans, and Director of Special Education	Meeting in-person Agenda and materials shared ahead of time. SELPA consultant was given a copy of MWA's Mid-Year Update, highlighting actions that are geared towards SWD. Topic -- MWA SELPA LCAP Consultation and Tour SELPA consultant coming to see the MWA campus, learn about our approach to supporting SWD, and give feedback. Engagement: SELPA consultant came and toured the MWA campus with COO and Director of Special Education. Afterwards school leaders (Principal, CEO (Superintendent), Director of CCC, Deans, and Director of Special Education) sat down to discuss MWA's approach to supporting SWD, what we plan on doing next year, and getting feedback from SELPA to incorporate into out LCAP. Leaders each discussed a different LCAP goal and how each goal supported learners, with a focus on SWD.
March 25, 2025	Meeting in-person Agenda and materials shared ahead of time. Topic – LREBG Re-Cap and Allocating Funds

Powered by BoardOnTrack

Educational Partner(s)	Process for Engagement
LCAP WG (LCAP Working Group with Principal, Assistant Principals, Instructional Coaches, College and Career Readiness team, Student Services team, deans, and CEO (Superintendent))	Discussing the allowable uses of funds and writing new actions. Engagement: Recapped the allowable uses of funds for the LREBG and continued discussion on Needs Analysis. Confirmed ideas for allocating funds towards new actions-- Actions 1.7, 2.4, 2.5, 2.6, 3.5, and 3.6.
March 26, 2025 LCAP WG (LCAP Working Group with Principal, Assistant Principals, and Instructional Coaches)	Meeting in-person Topic – Finalizing Goal 1: Support for All Learners Actions Discussing the allowable uses of funds for LREBG actions and making changes to current LCAP actions. Engagement: Recapped the allowable uses of funds for the LREBG and continued discussion on Needs Analysis. Finalized Action 1.7 and made adjustments to Actions 1.1, 1.4, 1.5, and 1.6.
March 28, 2025 LCAP WG (LCAP Working Group with Deans and Social Worker)	Meeting via Zoom Topic – Discussing New Goal 3: Diversity, Equity, and Inclusion Action Discussing the allowable uses of funds for LREBG actions. Engagement: Recapped the allowable uses of funds for the LREBG and continued discussion on Needs Analysis. Discussed a research-based approach to actions 3.5 and 3.6.
April 2, 2025 All students	Feedback survey sent to students via email. Topic - "MWA Student Feedback -- Tell Us What You Think!" Soliciting feedback from students asking them about how we can make progress on our LCAP goals and what they want to schare with school leadership. Engagemnet:

Powered by BoardOnTrack

Educational Partner(s)	Process for Engagement
	Survey asked questions such as: "What is the most helpful support you've gotten from a teacher?", "What suggestions do you have to increase college exposure starting in 5th grade?", and "What are ways MWA can help strengthen a sense of community, inclusiveness, and connectedness on campus?". This survey also gauged general student interest in the following actions that were created this year: 1.7: Academic Support, 2.4: CTE Pathway, and 2.5: Concurrent Enrollment Programming.
April 29, 2025 ELAC Feedback Session (ELAC group with majority parent of ELs and representatives from the LCAP WG)	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. Topic - LCAP Feedback Oriented the 2024-25 LCAP AG to the LCAP, our work for the year, and emphasized the impact it has on our EL students. Engagement: Began meeting by asking students questions relevant to each LCAP goal and reviewing common acronyms. Introduced the LCAP's goals, actions, and school personnel that work on each goal. A representative from each team that directly works to implement LCAP Goals and Actions was present during the meeting to directly answer student and parent questions, and to be able to bring community feedback directly to their teams. Feedback form was shared at the end of the meeting.
May 5, 2025 Public Hearing at regular school board meeting	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 Topic - Presented LCAP Annual Update to the public at a regularly scheduled board meeting

Educational Partner(s)	Process for Engagement
May 13, 2025 LCAP WG	Meeting via Zoom Topic – LCAP Updates and Local Indicators Discussing the allowable uses of funds for LREBG actions. Engagement: Reviewed feedback from the Public Hearing and made updates to actions and reflections. Discussed Local Indicators and began working to fill out state-supplied templates.
May 14, 2025 Email to English Learner Parents	Email sent in Spanish and English Survey for feedback, summary of Annual Update, and full Annual Update included Topic: Final LCAP Review and EL Family Input Engagement: Families of English Learners were invited to review the LCAP Executive Summary and complete a brief survey to share feedback on grades, test scores, graduation rates, school climate feedback, and updates on actions and spending. The final LCAP Advisory Group meeting offered a space for live discussion of these elements. Participants reflected on how well the LCAP supports English Learners and shared ideas to inform the final revision of the plan before adoption.
June 5, 2025 LCAP AG	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. Topic – LCAP AG: Annual Update and Next Year Reviewing Annual Updates and preparing for WASC, LCAP AG, and ELAC elections for next year. Engagement:

Powered by BoardOnTrack

Educational Partner(s)	Process for Engagement
	Began meeting by asking students questions relevant to each LCAP goal and reviewing common acronyms. Discussed overall effectiveness of LCAP Goals and Actions over the past school year, and discussed new LREBG actions that the LCAP AG helped to develop. We then discussed things to expect next year including our WASC process, meeting times and topics for the LCAP AG, and upcoming elections for the ELAC group.
June 16, 2025 LCAP Adoption at Regular Board Meeting	Upcoming.
*** Letter from CEO (Superintendent)	Upcoming.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

LCAP Goal Groups

MWA has an internal LCAP Working Group (LCAP WG) made up of various school leaders and personnel. This group is broken into 3 sub-groups, or “Goal Groups,” that each are centered around one of our LCAP goals. These groups are made up of school staff that directly implement our LCAP actions. Each group has a “Goal Owner” leads their team, ensures LCAP Actions are implemented and monitored, and is the direct point of contact for their goal. The other members of these goal groups are “Goal Helpers.”

Goal 1: Support for all Learners
Goal Owner: Principal
Goal Helpers:

- Assistant Principals
- Instructional Coaches
- ELD Coordinator (position became vacant mid-year)
- SPED Director (position has been filled by an off-site staff member this year)

Goal 2: College and Career Readiness
Goal Owner: Director of College and Career Counseling
Goal Helpers:

- Associate Director of College and Career Counseling
- Associate Director of Academic Advising
- College and Career Counseling Coordinator
- Student Activities Coordinators
- SPED Director (position has been filled by an off-site staff member this year)

Goal 3: Diversity, Equity, and Inclusion
Goal Owner: CEO (Superintendent)
Goal Helpers:

- Deans
- Social Worker
- SPED Director (position has been filled by an off-site staff member this year)

These groups meet separately to compile their metrics (with the help of the school's data and compliance team), update their actions, and reflect on their goals as a whole. These groups then meet together to share updates, work on the LCAP together, and collaborate on decisions that have to do with the LCAP.

Some of the decisions that these groups have collaborated on this year are:

- Which subgroups to disaggregate our metrics by
- How to engage students in our LCAP AG
- Brainstorming and drafting new actions (Actions 1.7, 2.4, 2.5, 2.6, 3.5, and 3.6)
- Planning expenditures
- Mid-Year and Annual Update preparations
- Engaging community, faculty, staff, and students on LCAP goals
- Implementing LCAP actions
- Presenting LCAP updates to the LCAP Advisory Group (LCAP AG)

LCAP Advisory Group (LCAP AG)

Our LCAP Advisory Group (LCAP AG) meets four times a year to provide feedback on the implementation of our LCAP actions, collaborate on metric reflections, and engage in open, inclusive dialogue about our progress. This year, our official LCAP Student Council from last year has been integrated into the LCAP AG, allowing student voices to be fully embedded in the LCAP process alongside those of parents, faculty, staff, and school leaders.

One significant change we've made is the addition of student-led questions at the start of each meeting. We begin with three questions, one for each LCAP goal, and invite students to share their thoughts without interruption. The group then reflects on the ideas shared, grounding our conversations in student perspectives.

We've also added a structured role for each LCAP Goal Group in every meeting. Each meeting includes two representatives per goal: the Goal Owner, who attends regularly, and a Goal Helper, who supports the discussion, engages directly with education partners, and takes detailed notes. This ensures that feedback from each meeting is captured by someone actively involved in implementing the work and can be brought back into the LCAP Working Group (WG) for further action and reflection.

Our LCAP AG includes 19 parents and 8 students, with school leaders present at every meeting. All faculty and staff are also invited to attend.

All LCAP AG members filled out a Commitment Form at the beginning of the school year that commits them to the group for the whole year (each member is permitted 2 absences), openly sharing their thoughts, and thinking about the community as a whole, rather than individual students, during our discussions

At the close of each session, we share a feedback survey to gather additional input, hear suggestions for future meetings, and collect student questions to guide upcoming meetings.

This year, LCAP AG meetings have focused on:

- Orientation to the LCAP
- Incorporated feedback
- Disaggregated metrics
- New LCAP Actions

SELPA Consultation

During our SELPA consultation this yar, we invited out SELPA representative to come on-site and tour our school so that he could have a first-hand look at how we serve our students and ground the conversation in the MWA community before we began discussing the LCAP. This information was taken and applied to the changes made in the following actions: 1.3, 1.5, 1.6, and the creation of actions 1.7, 2.4, 2.5, and 3.6..

For more information our SELPA consultation, please see the "March 21, 2025 SELPA Consultation and Tour" entry above.

English Learner Advisory Committee (ELAC) Feedback
Upcoming.

New and Updated LCAP Actions
The following actions have been updated and created this year in direct response to feedback from educational partners:

Action 1.7: Academic Support
During the course of the year, students, faculty, staff, and parents advocated for increased access to academic support, including tutoring

services. This action was developed based on trends in our Needs Assessment and education partner feedback across multiple engagement spaces.

Action 2.4: Career Technical Education (CTE) Pathway
Students expressed a desire for more hands-on, career-connected learning experiences. Education partners also emphasized the importance of building more pathways to postsecondary success beyond college. In response, this action focuses on building out our CTE programming, beginning with formal course development and scheduling.

Action 2.5: Concurrent Enrollment Programming
High school students and families shared interest in accessing college-level coursework that would allow students to earn college credit while still in high school. This action outlines the formal infrastructure needed to launch and support concurrent enrollment opportunities for our students.

Action 2.6: Integrating Systems
School leaders and staff emphasized the importance of streamlining our college and career readiness systems to ensure students have a cohesive experience from academic advising to college applications. This action addresses system-level coordination and integration across departments that support LCAP Goal 2.

Action 3.5: Social-Emotional Learning (SEL) Support
Students and families consistently highlighted the need for stronger emotional and mental health support. Faculty and staff also reflected on the need for more structured SEL programming. This action focuses on building a more robust SEL infrastructure across grade levels.

Action 3.6: 504 Coordination and Implementation
As part of our commitment to equity, families and staff raised the need for clearer systems of support for students with 504 plans. This action formalizes coordination, implementation, and tracking systems to ensure 504 plans are developed and executed with fidelity.

Feedback and Actions Taken

Feedback from various sources (LCAP AG, ELAC, Parent Talks, student discussions with the principal, student presentations at board meetings, faculty/staff feedback, etc.) has been collected throughout the year and implemented in the schools approach to our goals in the following ways:

Goal 1: Support for all Learners

Teacher Support
Feedback: Students need more help, especially in science; concerns about assignment rigor and classroom clarity.
Action Taken: PD on standards, differentiated instruction, and data analysis; Monthly classroom visits and teacher-coach collaboration.

Supporting ELs & SWD
Feedback: Need more support for ELs and students with disabilities, especially in reading and math.
Action Taken: PD on language acquisition and Special Ed accommodations; Strengthening Language Acquisition Program and Special Education collaboration.

Data-Driven Instruction
Feedback: Need clearer progress monitoring for students.
Action Taken: Teachers analyze data to adjust instruction; Students and teachers set goals for continuous improvement.

Goal 2: College and Career Readiness
Partnerships & Early Exposure
Feedback: Increase opportunities for early college and career exposure for MS and 9th-10th grade students.
Action Taken: Held College and Career Week for 9th-12th graders;
Partnered with MWEF and engaged senior English classes to improve postsecondary readiness.

College Readiness Systems
Feedback: Improve support systems for college and career transitions.
Action Taken: In partnership with MWEF, we developed a Scope and Sequence for academic, technical, and social-emotional skills; Provided college readiness slides for advisory and hosted Career Day.

Parent Engagement
Feedback: Parents want more collaboration with CCC.
Action Taken: Parent workshops on college and career readiness began in late October. Planning for spring 2025 workshops

Goal 3: Diversity, Equity, and Inclusion

Behavior Accountability
Feedback: Group consequences unfair; prioritize individual accountability.
Action Taken: Deans monitor high-risk areas, use vape detectors, conduct searches, and implement behavior contracts.

Restorative Practices
Feedback: Concerns about supporting students after suspensions.
Action Taken: Restorative practices introduced post-suspension with check-ins from deans, social workers, or support assistant; Re-entry meetings with parents to discuss supports for students.

Positive Reinforcement
Feedback: Group consequences unfair; Students meeting expectations feel unrecognized.
Action Taken: Deans monitor high-risk areas, use vape detectors, conduct searches, and implement behavior contracts.

Classroom Management

Feedback: Behavior management in class disrupts instruction time.
Action Taken: Deans partner with teachers to support consistent rule implementation and positive classroom culture;
Cell phone policy strengthened to reduce in-class distractions and misuse.

These pieces of feedback and actions taken were shared and discussed with the LCAP AG.

Public Hearing
Upcoming***

Goals and Actions

Goal

Goal #	Description	Type of Goal
1	Support for All Learners: Develop and refine vertically-aligned programs to support all learners. 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. 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.	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, 1.5, and 1.7; 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)	58.3% (2022-23)	81.8% (2023-24)		75%	+ 23.5%
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		Instructional Materials requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis	N/A

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.3	Facilities FIT inspection (LCFF Priority 1C)	MS: 95.8% (“Good”) US: 96.0% (“Good”) (Aug 2023)	MS: 99.7% (“Exemplary") US: 99.2% (“Exemplary") (Aug 2024)		MS: 97% (“Good”) US: 97% (“Good”)	Moved from "Good" to "Exemplary"
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		Implementation of Academic Standards requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis	N/A
1.5	% of Teachers Who Participate in PD	87%	MS: 64.3% US: 71.2% SPED Aides: 30.0% Total Average: 48.4% (2024-25)		95%	Overall: - 38.6%
1.6	ELD PLC Attendance training and progress monitoring (LCFF Priority 7B)	ELD PLC Attendance: 75% School-wide PD sessions on vocabulary strategies (2023-24)	ELD PLC Attendance: 85.0% (2024-25)		ELD PLC Attendance: 85%	+ 10%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.7	EL Reclassification Rate (LCFF Priority 4F)	20% (2023-24)	37% (2024-25)		30%	+ 17%
1.8	ELPI Percent of EL students making progress via ELPI measure (LCFF Priority 4E)	59.7% (2022-23)	ELs: 56.6% LTELs: 58.2% (2023-24)		65%	ELs: - 3.1%
1.9	CAASPP Scores: English English GPA (LCFF Priority 4A, 7A, and 8)	Schoolwide CAASPP 44% Meeting / Exceeding Standard GPA MS: 2.8 US: 2.34 (2022-23)	CAASPP Overall: 47.0% SWD: 15.8% ELs: 10.3% Socio economically disadvantaged: 36.8% GPA - MS Overall: 2.7 SWD: 2.33 ELs: 2.25 Socio economically disadvantaged: 2.68 GPA - US Overall: 2.78 SWD: 2.18 ELs: 2.17 Socio economically		Schoolwide CAASPP 65% Meeting / Exceeding Standard GPA MS: 3.0 US: 3.0	CAASPP Overall: + 3.04% GPA - MS Overall: - .1 GPA - US Overall: +.44

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			disadvantaged: 2.74 (2023-24)			
1.10	CAASPP Scores: Math Math GPA (LCFF Priority 4A, 7A, and 8)	Schoolwide CAASPP 21% Meeting / Exceeding Standard (2022-23) GPA MS: 2.74 US: 2.47 (2022-23)	CAASPP Overall: 35.5% SWD:13.0% ELs: 10.3% Socio economically disadvantaged: 25.0% GPA - MS Overall: 2.89 SWD: 2.86 ELs: 2.55 Socio economically disadvantaged: 2.9 GPA - US Overall: 2.56 SWD: 2.33 ELs: 1.81 Socio economically disadvantaged: 2.5 (2023-24)		Schoolwide CAASPP 45% Meeting / Exceeding Standard GPA MS: 3.0 US: 3.0	CAASPP Overall: + 14.54% GPA - MS Overall: + .15 GPA - US Overall: + .09
1.11	CAST Scores: Science Science GPA (LCFF Priority 4A, 7A, and 8)	Schoolwide CAST 21.0% Meeting / Exceeding Standard (2022-23) GPA MS: 2.93	CAST Overall: 30.7% SWD: 9% ELs: 2.4% Socio economically		Schoolwide CAST 45% Meeting / Exceeding Standard GPA MS: 3.5	CAST Overall: + 9.75% GPA - MS Overall: + .14 GPA - US

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
		US: 2.51 (2022-23)	disadvantaged: 20.7% GPA - MS Overall: 3.07 SWD: 2.6 ELs: 2.69 Socio economically disadvantaged: 3.06 GPA - US Overall: 2.74 SWD: 2.08 ELs: 2.03 Socio economically disadvantaged: 2.71 (2023-24)		US: 3.0	Overall: + .23
1.12	GPA for Social Science (LCFF Priority 4A, 7A, and 8)	MS: 3.4 US: 3.1 (2022-23)	GPA - MS Overall: 3.13 SWD: 3.06 ELs: 2.88 Socio economically disadvantaged: 3.10 GPA - US Overall: 2.66 SWD: 2.27 ELs: 2.17 Socio economically		MS: 3.5 US: 3.5	GPA - MS Overall: - .27 GPA - US Overall: - .44

Powered by BoardOnTrack

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			disadvantaged: 2.64 (2023-24)			
1.13	World Language GPA (LCFF Priority 4A, 7A, and 8)	3.12 (2022-23)	GPA - MS Not Applicable GPA - US Overall: 2.83 SWD: 2.20 ELs: 2.37 Socio economically disadvantaged: 2.83 (2023-24)		3.5	GPA - US Overall: - .29
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 MS: 3.58 US: 3.35 (2022-23)	PFT 23-24 Participation Rate: 5th - 100%, 7th - 99%, 11th - 97% 5th, 7th, 9th and all required grades have participated. GPA - MS Overall: 3.51 SWD: 3.28 ELs: 3.45 Socio economically disadvantaged: 3.52 GPA - US Overall: 3.34		PFT 5th, 7th, 9th and all required grades have participated. GPA MS: 3.7 US: 3.5	PFT N/A GPA - MS Overall: - .07 GPA - US Overall: - .01

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			SWD: 2.97 ELs: 2.96 Socio economically disadvantaged: 3.29 (2023-24)			
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: N/A (No teachers rated "Skillful") Proficient: 100% Developing: 83% (2024-25)		Skillful 75% Proficient: 80% Developing: 50%	Baseline 2024-25
1.16	Teacher Retention Retention rate based on proficiency at the end of cycle 2: Continuing teachers	New Metric Begin Tracking Next Year	Skillful: N/A (No teachers rated "Skillful") Proficient: 80% Developing: 59% (2024-25)		Skillful 100% Proficient: 100% Developing: 75%	Baseline 2024-25
1.17	Teacher Proficiency % of teachers ranked as "Proficient" or "Skillful" by the end of the year	New Metric	Cycle 1: 29% Cycle 2: N/A		60%	Baseline 2024-25
1.18	Coaching Sessions All teachers received: 2 Coaching sessions a month 2 Informal observations a month (with feedback)	New Metric Begin Tracking Next Year	2 Coaching sessions a month: No 2 Informal observations a month (with feedback): No		2 Coaching sessions a month: Yes 2 Informal observations a month (with feedback): Yes	Baseline 2024-25

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	1 Formal observation a semester		1 Formal observation a semester: No (2024-25)		1 Formal observation a semester: Yes	

Goal Analysis [2024-25]

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.

Action 1.1: Enhancing Instructional Capacity and Professional Growth

Overall Implementation:

To enhance instructional capacity and support professional growth, we implemented a comprehensive 2024–2025 Professional Development (PD) calendar focused on foundational strategies including standards alignment, differentiated instruction, and data analysis. The August PD sessions laid the groundwork for key instructional strategies, and our continued partnership with Instruction Partners has been instrumental in providing ongoing coaching and support. Their work is centered on helping us improve collaborative planning and leadership through effective PLC practices and classroom observations that inform instruction.

Instruction Partners conducted observations in both ELA and Math classrooms this year, which helped identify strengths and areas for growth. In ELA, we saw teachers engaging with high-quality texts and planning thoughtful novel study lessons. Growth areas included more intentional sequencing and release of questions in Upper School, and increased opportunities for students to engage with grade-level texts in Middle School. In Math, there was noticeable improvement in alignment to grade-level standards and student-led learning, with scaffolds like group work and guided notes supporting access. The most common area for growth was more intentional checking for understanding and adjustments based on student thinking.

Additionally, Instruction Partners joined PLC sessions and provided feedback that highlighted strong community and collaboration. The next step is ensuring clear learning outcomes are consistently applied during these meetings.

We also made adjustments to our PD calendar this year based on faculty feedback—moving sessions to Wednesdays to improve engagement. However, based on additional feedback from both staff and families, we plan to return to Friday PD next year to better align with schoolwide needs. While ELD-specific PD was launched early in the year, sessions were paused due to a staffing vacancy. We are committed to resuming this support once the position is filled to ensure all students' needs are met.

Successes:

- Established consistent PLCs for both ELA and Math content areas
- Biweekly PD structure supports both content- and grade-level collaboration
- Instruction Partners provide coaching for teacher-leaders to effectively facilitate PLCs
- New Teacher Bootcamp offers strong onboarding and support for educators new to MWA or the profession

- Instructional walkthroughs and feedback from Instruction Partners are informing practice
- PD day moved mid-year in response to staff feedback to support engagement

Challenges:

- Staffing transitions among teachers and leaders impacted continuity
- Whole-staff PD sessions require stronger impact around data analysis and differentiation
- ELD-specific PD was paused due to an unfilled coordinator position
- Balancing stakeholder needs and logistics in selecting consistent, effective PD days

How challenges are being addressed:

- Resuming ELD-specific PD once the coordinator position is filled
- PD will return to Fridays to better align with schoolwide needs

Action 1.2: Strengthening Tier 1 Instruction and Differentiation

Overall Implementation:

Teachers are consistently using research-based lesson and unit planning formats that include standards alignment, success criteria, data-driven strategies, and accommodations for diverse learners. With the support of Instruction Partners, professional development for ELA and Math lead teachers and instructional coaches has been enhanced, empowering them to lead PD sessions that train teachers in supporting specific learner populations and further strengthen instructional capacity.

Regular Professional Development (PD), content meetings, and Professional Learning Communities (PLCs) in ELA and Math have fostered ongoing collaboration among educators, with a focus on analyzing student work, sharing effective strategies, and addressing the needs of at-risk populations. Students with Disabilities (SWD) have shown measurable growth, with ELA performance improving by 7.8 points and Math by 12.8 points compared to the previous year—though both areas remain below the standard. These efforts underscore our ongoing commitment to improving Tier 1 instruction and differentiation to promote stronger outcomes for all students.

Successes:

- PLCs have served as effective spaces for internalizing lessons and instructional goals
- Collaborative planning in ELA and Math PLCs has empowered teachers to engage more deeply with their instructional design
- PD sessions have focused on effective instructional strategies and meeting student needs
- Instructional coaching is personalized and impactful, with four coaches currently on track to support every teacher on campus

Challenges:

- Many new teachers are still building foundational skills in classroom management and instruction
- Need to expand training on designing lessons that accommodate diverse learners while maintaining rigorous standards
- PD should be more tiered to meet the varying needs of teachers at different experience levels
- Additional support is needed to ensure students with disabilities are consistently and effectively served

How challenges are being addressed:

- Implementing teacher bootcamps to give differentiated support to new teachers

Action 1.3: Enhancing Progress Monitoring and Data Analysis

Overall Implementation:

Teachers are actively analyzing student assessment data during Professional Development (PD), Professional Learning Community (PLC), and content-team meetings, using insights to adjust instruction within the teaching and learning cycle. They regularly review formative and summative data—including IAB, NWEA-MAP, STAR Assessments, and CAASPP—during scheduled Data Dives following assessments (see Metrics 1.9 English; 1.10 Math; 1.11 Science for details on CAASPP and CAST scores). These sessions support data-informed instructional adjustments.

Students also participate in the process by setting goals at the beginning of the year and revisiting them after each benchmark assessment to reflect on progress and revise targets. Moving forward, our focus will shift to more intentional disaggregation of data by student groups (e.g., English Learners, Long-Term English Learners, Students with Disabilities, race/ethnicity, and income groups) to ensure targeted supports and close persistent achievement gaps—particularly in literacy and numeracy.

Successes:

- PLCs for ELA and Math have consistently met to analyze student data in both middle and upper school divisions
- Content teams have incorporated regular analysis of student work
- Increased collaboration during PLCs has strengthened instructional alignment across grade levels
- All teachers engage in Data Dives following key assessments (IAB, MAP, STAR, CAASPP), supported by ELA and Math content leads

Challenges:

- Some students still struggle to take ownership of their academic progress, even with structured reflection opportunities
- Students with lower motivation or academic confidence need more scaffolding to meaningfully engage with their data
- While many teachers are using data effectively, others need further training on how to interpret and apply it to drive instruction

How challenges are being addressed:

- Focus will shift to more intentional disaggregation of data by student group to provide more targeted supports

Action 1.4: Improve Academic Outcomes for Special Education Students

Overall Implementation:

We have implemented a holistic approach that integrates support for both Special Education and General Education teachers. All educators receive training on special education protocols, including accommodations and modifications, to ensure consistent implementation of IEP goals. The unification of Special Education and General Education under one department has fostered collaboration, alignment, and shared responsibility for student success.

External partners provide ongoing training, support, and office hours to build teacher capacity and improve student outcomes. Interim

Assessment Benchmarks (IABs) are used to monitor progress and inform instruction, with Special Education teachers participating in data analysis sessions to identify targeted supports. We are also working to expand math push-in support to help students with disabilities build grade-level skills and improve performance on state-level assessments.

Successes:

- Increased coaching support for both teachers and SPED aides has led to improved instructional alignment with student needs
- Regular collaboration meetings between Special Education and General Education staff have strengthened communication and practice
- Biweekly observations and coaching for SPED aides have improved their ability to provide personalized, targeted instruction
- Stronger integration of Special and General Education has promoted a more inclusive environment and shared responsibility for IEP implementation

Challenges:

- Time constraints make it difficult to balance coaching, meetings, and observations with classroom instructional time
- Ensuring consistent application of accommodations and modifications across classrooms remains an area for growth

How challenges are being addressed:

- - Actively searching for a new SPED Director

Action 1.5: Enhancing the Learning Environment for English Learners Through Staff PD

Overall Implementation:

At the start of the year, we prioritized targeted professional development (PD) for ELD staff, focusing on strategies to support language acquisition and academic success. The PD calendar was designed to equip teachers with research-based methodologies for scaffolding instruction, integrating language objectives, and fostering engagement for English Learners (ELs) at all proficiency levels. This training aimed to strengthen teachers' ability to support ELs in integrated classrooms, helping them build essential academic skills.
Unfortunately, the implementation of broader ELD PD has been delayed due to the vacant EL Coordinator position. We are actively searching for a qualified candidate to fill the role and ensure full rollout of the ELD PD plan. Once filled, we will resume providing training for both designated ELD teachers and all instructional staff, focusing on scaffolding techniques and targeted support for Long-Term English Learners (LTELs), particularly in reading.

Successes:

- Targeted PD sessions at the start of the year equipped teachers with foundational strategies for supporting ELs
- Increased focus on scaffolding and language objectives to support ELs across all content areas
- Collaborative discussions among teachers have promoted shared practices for better serving ELs

Challenges:

- The vacant ELD Coordinator position has hindered broader implementation of the PD plan
- New-to-the-profession teachers lack research-based ELD strategies to effectively support ELs in content areas

How challenges are being addressed:
- Actively searching for a new ELD coordinator; PD will resume once filled
- PD plan includes training for all instructional staff, including on scaffolding and LTEL support

Action 1.6: Language Acquisition Program

Overall Implementation:

Our Language Acquisition Program is designed to ensure that English Learners (ELs) and Long-Term English Learners (LTELs) receive high-quality, targeted support to develop language proficiency and achieve academic success. All teachers have access to standards-aligned curriculum in their classrooms, ensuring instruction is consistent and supports ELs in meeting grade-level expectations. Designated ELD teachers continue to implement the Structured English Immersion Program (SEIP) as our Language Instruction Program (LIP), providing targeted instruction tailored to the needs of ELs and LTELs. This program emphasizes language acquisition while promoting meaningful engagement with content across subject areas.

While ELD teachers have been identified and the program is underway, there is a need for further training on the ELD curriculum to ensure its effective implementation and maximize its impact on supporting language development for ELs and LTELs.

Successes:
- All teachers have access to standards-aligned curriculum supporting ELs across content areas
- Continued implementation of SEIP, providing focused language acquisition support
- Research-based curriculum available for all teachers to support ELs and LTELs

Challenges:
- The absence of an ELD Coordinator for most of the school year has hindered full program implementation
- "New-to-the-profession" teachers lack research-based ELD strategies to support ELs in content areas
- Insufficient EL supports for Newcomer students

How challenges are being addressed:
- Actively searching for a new ELD coordinator
- Train ELD teachers on curriculum use to improve support for ELs and LTELs

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.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Action 1.1: Enhancing Instructional Capacity and Professional Growth
Partially Effective
Math and ELA instructional practice has grown significantly due to the PLCs and lesson internalization processes. The New Teacher Bootcamp has been successful in providing differentiated support to new teachers. However, there is still a need for additional work in SPED and ELD support to ensure all areas of instruction are adequately addressed.

Action 1.2: Strengthening Tier 1 Instruction and Differentiation
Partially Effective
Lesson planning can be strengthened with further professional development, particularly in the application of frameworks in ELA and Math. The current model of coaching and cycles of observation and feedback is beneficial, but ongoing efforts to enhance this system will help further support teacher development and growth.

Action 1.3: Enhancing Progress Monitoring and Data Analysis
Effective
Teachers are effectively using data to inform instruction, leading to improved student proficiency and greater collaboration in PLCs. More students are engaging in goal-setting, and targeted interventions have supported key subgroups. However, progress is uneven due to limited time for deep data analysis, varying teacher data literacy, and challenges in sustaining student engagement. While disaggregating data has provided valuable insights, translating it into effective interventions remains a work in progress.

Action 1.4: Improve Academic Outcomes for Special Education Students
Partially Effective
While there have been significant improvements in collaboration, coaching, and integration between special and general education, consistency in applying accommodations and modifications across all classrooms remains a challenge. Teachers and SPED aides have received more support, but the limited time available for coaching, meetings, and observations has made it difficult to fully optimize these efforts without disrupting instructional time.

Action 1.5: Enhancing the Learning Environment for English Learners Through Staff PD
Partially Effective
Progress toward the goal of strengthening ELD instruction has been limited due to the prolonged vacancy of the ELD Coordinator position, which delayed the full implementation of the professional development plan. While early-year PD sessions laid a strong foundation, the lack

of ongoing support and the inexperience of some teachers have hindered consistent application of research-based strategies for ELs across content areas.

Action 1.6: Language Acquisition Program
Partially Effective
While all ELA teachers have access to a standards-aligned, research-based English 3D curriculum and designated ELD teachers are implementing the SEIP model, the absence of an ELD Coordinator and limited training have impacted the effective rollout and consistency of instruction. As a result, the program's full potential to support ELs and LTELs—particularly newcomers and students taught by newer teachers—has yet to be fully realized.

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.

Action 1.1: Enhancing Instructional Capacity and Professional Growth
Action 1.1.4 was added.
A teacher bootcamp began this year to serve new teachers during their orientation and has been open to continuing teachers in need of extra support. To continuously monitor this program, it has been added to Action 1.1.
(For more reflections on the bootcamp, see the "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," and "A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal," responses in the General Analysis section for Goal 1.)

Action 1.4: Improve Academic Outcomes for Special Education Students
Action 1.4.3 was added.
Our needs assessment showed that students with disabilities demonstrated lower achievement in both ELA and Math while having high chronic absenteeism and suspension rates, highlighting the need for increased academic monitoring, behavioral support, and connection to caring adults on campus.
The Mentor Mentee program was begun by the principal this year and has shown positive results. As a way to make this program more robust and continuously track its progress, we are adding it into this action. A mentorship program provides targeted, consistent, and personalized support to students most impacted by these trends. By creating space for relationship-building, academic reflection, and proactive behavioral interventions, this action directly responds to the disparities identified in the needs assessment.

Action 1.5: Enhancing the Learning Environment for English Learners Through Staff PD

Action 1.5.4 was added.
ELs (especially in the upper school), SWD, and Black students, are performing below their peers in both ELA and Math, while also facing higher rates of chronic absenteeism and suspension. Deeper, more targeted strategies are needed to address the intersecting needs of these student groups. Adding outside consultants and leveraging the expertise of newly hired ELD and SPED directors will help build teacher capacity through aligned, high-impact professional development.

Action 1.6: Language Acquisition Program
Action 1.6.3 was added.
Our needs assessment showed that ELs have the lowest GPAs in both ELA and math. Bringing in consultants will support teachers in effectively scaffolding math instruction for ELs by focusing on integrated language development and academic vocabulary. This builds on our current language support infrastructure and ensures that ELs are better equipped to access rigorous content across subjects.

Action 1.7: Academic Support
Newly created action that is expected to address the findings identified in the needs assessment required by EC Section 32526(d). See "Reflections: Annual Performance" in the "Plan Summary" section for more information.

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.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Enhancing Instructional Capacity and Professional Growth	1. Professional Development Calendar: a. Create a yearly plan for teacher training including specialized learners (Gate or accelerated learners, SWD, English Learners, Foster Youth, Low Income students, etc.) 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.). 2. Observation Schedule:	$357,709.00	Yes

Action #	Title	Description	Total Funds	Contributing
		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. 3. State Standards Integration: 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. 4. Provide new teachers with a bootcamp upon orientation a. The bootcamp will help support: i. basic classroom management ii. basic understanding of instructional playbook through intensive modeling and roleplaying iii. hands-on immersive practicing of instructional practices b. Bootcamps will also be available for all teachers who are in need of support and will not be limited to new teachers.		
1.2	Strengthening Tier 1 Instruction and Differentiation	1. Research-Based Unit Plans: a. Make sure teachers use a research-based format for their lesson plans. 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. 2. Meetings led by Instructional Leaders: 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 SWD. c. Share strategies to help students improve. d. Encourage teamwork and sharing of successful teaching methods.	$1,900,765.00	Yes

Action #	Title	Description	Total Funds	Contributing
1.3	Enhancing Progress Monitoring and Data Analysis	1. Data Analysis Skills: a. Teach teachers how to analyze student assessment data, including formative and summative data. 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. i. Help them with goal-setting based on overall school goals and personal achievements. 2. Disaggregated Assessment Data: 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. i. Including differences for English Learners, LTELs, students with disabilities, race/ethnicity groups, and income groups.	606728	Yes
1.4	Improve Academic Outcomes for Special Education Students	1. Students with disabilities will annually increase their English DFS a. In English and Math by a minimum of 3 points b. 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. a. Teachers have an opportunity to analyze their data from the IABs as a way to inform their instruction. b. 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. 3. Providing students with disabilities the opportunity to have access to support from MWA mentors.	$698,901.00	No

Action #	Title	Description	Total Funds	Contributing
		a. Mentors will be teachers and staff members who meet with students once a week to review academic progress, including grades, behavior, and Kickboard infractions, and to offer space for reflection and problem-solving. b. Students with disabilities will be prioritized for the program, with additional outreach to other specialized student groups including English Learners, Foster Youth, Low-Income Students, and Black/African American students.		
1.5	Enhancing the Learning Environment for English Learners Through Staff PD	1. Intentionally add time into the PD scope and sequence to provide training on strategies to support integrated ELD instruction . a. 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. a. Focus on supporting LTELs in the upper school with reading. 4. Bring in outside consultants to help build teacher capacity in PD around supporting specific student groups including ELs, SWD, and AA/Black students.	404371	Yes
1.6	Language Acquisition Program	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. 3. Bring in consultants to support teachers with implementing effective strategies for ELs and LTELs, including integrated language development, scaffolding, and academic vocabulary instruction.	560462	Yes

Action #	Title	Description	Total Funds	Contributing
1.7	Academic Support	1. Prioritizing Math and ELA: a. Focus tutoring and academic support initiatives on Math and ELA for specialized groups (English Learners, Foster Youth, Low Income Students, Blac/African American students etc.). b. Reinforce foundational literacy and numeracy skills essential for overall academic growth. c. Address performance gaps and support grade-level mastery in core content areas. 2. Supplementing with Teacher Office Hours: a. Offer regular teacher office hours for targeted support. b. Provide flexible, accessible help for students outside of class time. c. Strengthen connections between classroom instruction and individualized support. 3. Exploring Tutoring Agencies: a. Research and evaluate external tutoring providers that can specifically support various student groups including SWD, Els, LTELs, Black/African American students, etc.. b. Partner with agencies that offer specialized support aligned with school goals. c. Expand support options to supplement consistent high quality academic instruction.	145746	No

Goals and Actions

Goal

Goal #	Description	Type of Goal
2	College and Career Readiness: Refine holistic support for college and career readiness that build all students' capacity for graduation and success beyond high school. This will focus on English Learners, Low-Income, African-American Youth, Special Education, Foster Youth. 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.	Broad Goal

State Priorities addressed by this goal.

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, 2.3, and 2.4; 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 2.4; Metrics 2.1, 2.3, 2.4, 2.9, 2.10, 2.11, and 2.13)

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: 81.1% (2022-23)	Course Enrollment: Overall: 14.0% SWD: 41.0% English Learners: 16.0% Socio economically disadvantaged: 21.0% Pathway Completion (% total enrolled): Overall: 16.0% English Learners: 10.0% Socio economically disadvantaged: 21.0%		Course Enrollment: 25% Pathway Completion: 86%	Course Enrollment Overall: N/A Pathway Completion Overall: - 65.11% To be counted towards "Pathway Completion" metric in CALPADs, students must complete their capstone course in their senior year. If students complete this course earlier it will not count towards this completion rate.
2.2	A-G Course Completion % (LCFF Priority 7A)	100% (2022-23)	100% of all graduates complete all A-G courses. (See below for graduation rates) (2023-24)		100%	N/A
2.3	Graduation Rate	4 Year Graduation Rate: 86.9%	4 Year Overall: 86.2%		4 Year Graduation Rate: 91%	4 Year Graduation Rate

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	(LCFF Priority 5E)	5 Year Graduation Rate: 90.9% (2022-23)	ELs: 68% Socio economically disadvantaged: 85.4% 5 Year Graduation Rate 23-24 Overall: 85.1% ELs: 64.0% Socio economically disadvantaged: 84.3% Disaggregation measures the overall student population. (2023-24)		5 Year Graduation Rate: 95%	Overall: - .7% 5 Year Graduation Rate Overall: - 5.8%
2.4	Drop Out Rate Middle School and Upper School (LCFF Priority 5C and 5D)	US: 5.3% MS: 0% (2022-23)	US: 2% MS: 0% (2023-24)		US: 1.3% MS: 0%	US: - 3.3% MS: N/A
2.5	AP Pass Rate 3 or higher (LCFF Priority 4G)	42% (2022-23)	Overall: 46.0% ELs: 28.6% Socio economically disadvantaged: 45.7% (2023-24)		46%	Overall: + 4%

Powered by BoardOnTrack

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
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 Overall: 68.0% ELs: 17.0% Socio economically disadvantaged: 65.0% EAP Math Overall: 22.0% ELs: 4.0% Socio economically disadvantaged: 23.0% (2023-24)		EAP ELA: 55% EAP Math: 17%	EAP ELA Overall: + 17% EAP Math Overall: + 9%
2.7	CCI Percent identified as prepared on College and Career Indicator (LCFF Priority 4H)	54.7% (2022-23)	Overall: 46.2% Socio economically disadvantaged: 46.6% (2023-24)		60%	Overall: - 8.5%
2.8	CSU and UC Eligibility (LCFF Priority 4B)	CSU Eligible: 91% UC Eligible: 78% (2022-23)	CSU Eligible Overall: 87.7% SWD: 70.0% ELs: 20.0% Socio economically disadvantaged: 10.0% UC Eligible: Overall: 56.2%		CSU Eligible: 98% UC Eligible: 75%	CSU Eligible Overall: - 3.3% UC Eligible Overall: - 21.8%

Powered by BoardOnTrack

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			SWD: 10.0% ELs: 80.0% Socio economically disadvantaged: 70.0% (Disaggregation reflects % of dropouts NOT percentage of student population. Students are duplicated in this count.) (2023-24) (2023-24)			
2.9	How Many Pathways and Student Meetings	New Metric -- Not Yet Tracked	100% (2024-25)		100%	Baseline 2024-25
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 (3) Military enlistment (4) Job program; (5) Current job or job offer (6) Trade	100% (2023-24)	100% (2024-25)		100%	N/A

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	program or apprenticeship (7) Gap year program					
2.11	Number of Field Trips	New Metric Begin Tracking Next Year	5th Grade: Future planning 6th Grade: Future planning 7th Grade: Future Planning 8th Grade: 2 9th Grade: Future planning 10th Grade: 2 11th Grade: 5 12th Grade: 5		1 college/career-related field trip for each grade-level.	Baseline 2024-25
2.12	Students Have Access to a Broad Course of Study (LCFF Priority 7A)	Access to a Broad Course of Study requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis	Access to a Broad Course of Study requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis		Access to a Broad Course of Study requirement on CA State Dashboard: Standard Met See Local Indicators on State Dashboard for in-depth analysis	N/A
2.13	% of all students that have completed CTE pathway and are UC/USC Eligibility (LCFF Priority 4D)	21%	31.0%		25%	+ 10%

Goal Analysis [2024-25]

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.

Action 2.1: Vertically Aligned Systems for Seamless College and Career Support

Overall Implementation:

The College and Career Counseling (CCC) Department has worked to enhance cross-functional collaboration to better support students' college and career journeys. By strengthening partnerships across various departments, the school has created a more integrated support system that meets the diverse needs of students, including academic advising, college exploration, career counseling, internships, and job placement. Special attention has been given to intersectional student groups such as English Learners, Low-Income students, African-American Youth, Special Education, Foster Youth, and Accelerated Learners.

The school has also focused on evaluating student preparedness for college and careers, utilizing metrics such as Metric 2.12 (access to a Broad Course of Study) and Metric 2.13 (completion of CTE pathways and UC/CSU eligibility) to assess the effectiveness of the support systems in place. These metrics guide ongoing refinement of our college and career readiness strategies, ensuring that all students are receiving the necessary support to succeed post-graduation. While much of the collaboration between departments has been informal and on an as-needed basis, collaboration with the Director of Student Services (DOS) on students of concern before college and career trips has been particularly effective.

Successes:

- Strengthened collaboration with the Director of Student Services (DOS) to address students of concern prior to college and career trips
- Integrated support systems that address a range of student needs, including college exploration, career counseling, and internships
- Focused efforts on intersectional student groups, ensuring equitable support for all students

Challenges:

- Collaboration with other departments has largely been informal and based on immediate need, limiting consistency
- Need for a more formalized approach to cross-departmental collaboration for long-term impact
- Ensuring all students, especially those in critical learning groups, are fully supported in both academic and career pathways

How challenges are being addressed:

- Strengthening cross-functional collaboration across departments
- Refining systems to better support critical learner groups and evaluating readiness support through disaggregated data

Action 2.2: College and Career Pathway Scope and Sequence

Overall Implementation:

The College and Career Counseling (CCC) Department has developed a comprehensive scope and sequence to help students build the academic, technical, and social-emotional skills necessary for post-graduation success. The sequence ensures students are not only

academically prepared for college but are also equipped with essential career exploration tools and life skills. A particular emphasis is placed on introducing college and career readiness early, with a focus on middle school and 9th-grade students, as well as unduplicated student groups such as English Learners, Socioeconomically Disadvantaged students, and Foster Youth.
The department also organizes workshops and field trips to increase awareness of college and career readiness, serving both students and their families. So far, 11th and 12th-grade students have participated in three different field trip opportunities, and 8th graders got to take a field trip to the CCC for early college exposure before their begin their high school careers. These field trips and workshops, reflected in Metric 2.11, are designed to address learning gaps and foster a college and career-oriented mindset.
Metrics such as Metric 2.1, which tracks CTE pathway completion, have provided valuable insights into the program's effectiveness. According to this metric, 75% (12 out of 16) of students in the CTE pathway have successfully completed the program, marking positive progress toward preparing students for college and career success. Additionally, the 12th-grade Advisory push-ins, conducted every Wednesday in the fall, have been particularly successful, providing an added layer of support to ensure college and career readiness for senior students.

Successes:

- Development of a comprehensive scope and sequence to guide students toward college and career success
- Early introduction of college and career readiness skills, with a special focus on unduplicated student groups
- Strong participation in field trips, with 11th and 12th graders
- 8th grade field trip to the CCC
- Successful implementation of 12th-grade Advisory push-ins to provide additional support for college and career readiness

Challenges:

- Faculty implementation of the curriculum has been inconsistent, making it challenging to ensure all lessons are revised and robust each week
- Developing and maintaining differentiated content by grade clusters (starting in middle school) has been a struggle for some faculty members

How challenges are being addressed:

- Implementing CCC scope and sequence
- Introduced readiness skills in middle school and 9th grade
- Providing workshops and field trips to build awareness

Action 2.3: Graduation Pathways
Overall Implementation:
The College and Career Counseling (CCC) Department is committed to strengthening high school graduation pathways as a key component of preparing students for postsecondary education, career readiness, and overall life success. This includes ensuring students not only meet graduation requirements but are also equipped with the necessary skills, knowledge, and opportunities to transition smoothly into college, careers, or both.
The department prioritizes providing A-G course access for critical learner groups, including English Learners, students from

socioeconomically disadvantaged households, African-American Youth, Special Education students, Foster Youth, and Accelerated Learners. In addition, students are offered opportunities such as credit recovery and the option of a fifth year of instruction to help them meet California's minimum high school graduation requirements and become prepared for postsecondary education, employment, or community involvement. Middle school students are also supported in their transition to upper school programs, helping set them up for future academic success.
The department ensures compliance with pathways outlined in AB104 and SB141, which address specific needs such as alternative pathways for students with disabilities (SB114) and exemptions for students who may not graduate in four years (AB104).
Metrics like Metric 2.12, which tracks access to a Broad Course of Study, and Metric 2.13, which measures the percentage of students who have completed a CTE pathway and are UC/CSU eligible, reflect progress in preparing students for both graduation and postsecondary success.

Successes:

- Focus on providing A-G course access for all critical learner groups, ensuring they meet graduation requirements and are prepared for postsecondary opportunities
- Opportunities for credit recovery and a fifth year of instruction to help students graduate and pursue further education or employment
- Strong progress toward ensuring students are on track for graduation and postsecondary success, as reflected in relevant metrics

Challenges:

- Recognizing the need for more robust checks and balances in academic and advising practices to ensure all students are on the right path toward graduation and beyond

How challenges are being addressed:

- Implemented credit recovery and 5th-year options
- Began brining 8th graders to the CCC for a field trip to begin a smooth transition from middle school to upper school earlier in the year

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.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Action 2.1: Vertically Aligned Systems for Seamless College and Career Support
Partially Effective
The identified areas for collaboration with other departments have been successful. However, collaboration with faculty advisors could be improved to ensure a more integrated and seamless support system for students.

Action 2.2: College and Career Pathway Scope and Sequence
Partially Effective
As it is the first year, advisory lessons were not implemented as originally envisioned. However, workshops, field trips, and increased awareness and exposure have been successfully provided, particularly for upperclassmen.

Action 2.3: Graduation Pathways
Partially Effective
This is the first year we are reintroducing cross-collaboration after identifying gaps in the MWA academic support structure. While the initiative is still in its early stages, the focus on improving collaboration across departments has begun to address the identified gaps.

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.

Metrics

Metric 2.2: A-G Course Completion %
Changed from "A-G Completion %" to "A-G Course Completion %" to provide clarity on the fact that this is referring to A-G courses after a question from parents and students in the LCAP Advisory Group on 2/13/25. For more information on this meeting, please see the "Engaging Educational Partners" section. This changes the baseline from 89% to 100% and the Target for Year 3 Outcome from 95% to 100%.

Metric 2.8: UC and CSU Eligibility
US and CSU eligibility baseline date has been changed from "CSU eligible 98% / UC eligible 57% / (2023-24)" to "CSU eligible 91% / UC eligible 78% / (2023-24)" after adjusting the minimum GPA that these numbers are calculated with. Students with a 2.0-2.499 GPA are eligible for CSU admissions as they have also completed A-G courses and will be further supported in their admissions process through supplemental factors. All students who graduate from MWA complete A-G courses and will have support from the CCC and MWEF. This metric is now calculated by number graduates with a minimum of a 2.0 GPA (CSU) and a 2.5 GPA (UC).

Metric 2.9: How Many Pathways and Student Meetings
Target for Year 3 Outcome changed from "150" to "100%" to more accurately reflect metric completion and to account for the potential of changes to the student population.

Metric 2.11: Number of College and Career Related Field Trips
Changed from "Number of Field Trips" to "Number of College and Career Related Field Trips" to focus more on the overall goal of College and Career Readiness.

Action 2.4: Postsecondary Readiness Pathways
Newly created action that is expected to address the findings identified in the needs assessment required by EC Section 32526(d). See "Reflections: Annual Performance" in the "Plan Summary" section for more information.

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.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Vertically Aligned Systems for Seamless College and Career Support	1. Improving Support for Intersectional Critical Learning Groups: 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. 2. Evaluating College and Career Readiness: 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.	$721,404.00	Yes
2.2	College and Career Pathway Scope and Sequence	1. College and Career Readiness Workshops: a. Focus on improving college and career readiness for MWA students, staff, and families. 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.	$701,223.00	Yes

Action #	Title	Description	Total Funds	Contributing
		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). 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).		
2.3	Graduation Pathways	1. Early Preparation: a. Focus on preparing students early and meeting state standards. b. A-G course access for all critical learner groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth, Accelerated Learners) 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. 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. e. Ensuring MS students have access to transitioning students in the Upper School to look forward to their own transition 2. Support for State Requirements: a. Assess pathways outlined in AB104 and SB141 to ensure compliance. i. SB114's focus is on creating alternate pathways for students with disabilities to access the core curriculum and earn a high school diploma. 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.	$622,613.00	Yes
2.4	Postsecondary Readiness Pathways	1. CTE Pathway a. Conduct CCC Survey on CTE Pathways: i. Survey students to determine interest in future CTE offerings.	150000	No

Powered by BoardOnTrack

Action #	Title	Description	Total Funds	Contributing
		ii. Analyze data to identify the most in-demand fields.. iii. Use findings to guide development of the next pathway. 2. Concurrent Enrollment a. Expand Course Offerings: i. Partner with local colleges to increase access to general education and CTE courses. ii. Align course options with students' academic and career interests. iii. Explore articulation for high school credit where possible. b. Strengthen Partnerships with Higher Education Institutions: i. Establish formal agreements with colleges to support course access and credit transfer. ii. Focus on high-demand fields for concurrent enrollment expansion. iii. Ensure consistency and alignment across multiple institutions.		

Goals and Actions

Goal

Goal #	Description	Type of Goal
3	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. 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. 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 stuff focused on specific student groups, and events.	Broad Goal

State Priorities addressed by this goal.

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, 3.4, 3.5, and 3.6; 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 and 3.6; 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 and 3.5; 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)	Overall: 11.8% SWD: 14.0% ELs: 31.7% Low Income students: 75.4% (2024-25) EOY Update after public hearing needed***		15%	***
3.2	Attendance Rate ADA (Average Daily Attendance) Rates (LCFF Priority 5A)	94% (2023-24)	Overall: 95.1% SWD: 94.2% ELs: 95.4% Low Income students: 95.2% (2024-25) EOY Update after public hearing needed***		96%	***

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.3	Suspension Rate (LCFF Priority 6A)	15%	Overall: 9.2% SWD: 10.5% ELs: 9.6% Low Income students: 3.7% (2024-25) EOY Update after public hearing needed***		9%	***
3.4	Expulsion Rate (LCFF Priority 6B)	0.2%	0.001% (2024-25)		<1%	- .02%
3.5	School Climate Surveys Parent, students, and teachers, related to: feel that the school is safe (LCFF Priority 6C)	MS Students: 56% US Students: 54% Parents: 88.9% (2023-24)	Middle School Students: 54.2% Upper School Students: 56.0% Parents: 97.0% (2024-25)		MS Students: 62% US Students: 60% Parents: 93%	MS Students: -1.18% US Students: + 2% Parents: + 8.1%
3.6	School Climate Surveys Parent, students, and teachers, related to: school connectedness (LCFF Priority 6C)	MS Students: 52% US Students: 43% Parents: 87.5% (2023-24)	Middle School Students: 51.4% Upper School Students: 51.0% Parents: 89.0% (2024-25)		MS Students: 70% US Students: 70% Parents: 90%	MS Students: 62% US Students: 60% Parents: 93%
3.7	Parent Participation: Percentage of parents who have completed Skills academy post survey	Pilot Program Results: 1/1 Parent has completed survey	Parent Workshop Needs Assessment survey distributed via Parent Square		75%	Pilot program placed on hold. See "A description of any changes made to the

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
	(LCFF Priority 3A, 3B, and 3C)		with 18 responses. With those responses there will be 3 Parent Workshops scheduled from May-June. On March 25 there was a Parent Workshop held with 16 parents. There was a post workshop survey distributed with 11 responses.			planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice" for details.
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 LCAP-9 Advisor Family Conferences-7	LCAP AG - Parent members: 25 Student members: 3 ELAC - Members: 7 Parent Workshop Attendance 9/25/24: 19 1/22/25: 8 4/23/25: TBD Parent Talk Attendance: 1/9/25 - 64 1/7/25 - 34 2/4/25 - 50 2/6/25 - 22		Based on February Survey: Back to School Day-43 Parent Meetings/Advisor Family Conferences-24 Parent Education Workshops-18 ELAC-13 LCAP-11	Consistent parent engagement has been maintained. ELAC group numbers are smaller, there are permanent student members of the LCAP AG, Parent Workshops have been more well-attended. Please see Action Reflections below for more analysis.

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			3/4/25 - 65 3/6/25 - 56			
3.9	PD sessions offered to staff Focused on partnering with families of critical learner groups (LCFF Priority 3B)	1	1		3	N/A
3.10	PD sessions offered to staff Focused on intervention strategies for students with disabilities (LCFF Priority 3C)	1	1		3	N/A
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)	Upper school ASB officers advocated at 2 board meetings for more tutoring support for students. Metric 1/7 has been created to address this. MWA Board will be adding a student board member to the MWA board of directors for the 2025-26 school		Engage at least 3 student groups in policy changes.	Student being added to school board.

Powered by BoardOnTrack

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			year. The criteria for students to apply was discussed and agreed upon at the 12/16/24 MWA board meeting.			
3.12	8th grade retention rates (LCFF Priority 5C and 6C)	92% (2022-23)	Overall: 96.2% SWD: 100% ELs: 84.4% Foster Youth: - Low Income students: 96.8% (2023-24)		97% (Pre-Pandemic Baseline)	Overall: + 4.2%
3.13	Upper school retention rates (LCFF Priority 5D and 6C)	93.9% (2022-23)	Overall: 93.4% SWD: 90.0% ELs: 95.3% Foster Youth: - Low Income students: 99.2% (2023-24)		98% (Pre-Pandemic Baseline)	Overall: - .5%
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 Student Activities Coordinators support students through activities that are fun, enrich student enjoyment, foster community and ensure they are well planned		Yes	Baseline 2024-25

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			and on the master calendar.			
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 Parentsquare continues to be utilized to support events and communications. Email communication is continuously used to support communication on school events. Signage is posted around the school to promote events, clubs, and school activities by both students and staff. Shifts have been made to better promote events ex. In the MS the location of ticket		Campus signage: Yes Parent Communication Tool: Yes Other Promotional Materials: Yes	School staff has been more intentional about posting engagement events in multiple places.

Powered by BoardOnTrack

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			sales for dances have moved to a higher traffic area.			
3.16	Student vs. Staff Demographics (LCFF Priority 6C)	African American Students: 7.7% Faculty/Staff: 18.3% American Indian Students: 0.3% Faculty/Staff: Not Reported Asian Students: 2.3% Faculty/Staff: 8.5% Filipino Students: 0.8% Faculty/Staff: Not Reported Hispanic Students: 85.9% Faculty/Staff: 39.6% Two or More Races Students: 0.6% Faculty/Staff: 3% White Students: 1.3% Faculty/Staff: 23.2% Unidentified/Opt-Out Students: Not Reported Faculty/Staff: 6.1%	African American Students: 6.6% Faculty/Staff: 22.0% American Indian Students: 0.2% Faculty/Staff: 0.7% Asian Students: 5.6% Faculty/Staff: 9.5% Filipino Students: 1% Faculty/Staff: Not Reported Hispanic Students: 87.7% Faculty/Staff: 42.6% Two or More Races Students: .19% Faculty/Staff: 1.5% White Students: 1.4% Faculty/Staff: 18.3%		Continue to improve staff recruitment efforts to diversify our staff demographics; staff demographics will closely mirror the demographics of the students we seek to serve.	African American Students: -1.1% Faculty/Staff: +3.7% American Indian Students: -0.1% Faculty/Staff: +0.7% (Baseline not reported) Asian Students: +3.3% Faculty/Staff: +1.0% Filipino Students: +0.2% Faculty/Staff: Not reported (same as baseline) Hispanic Students: +1.8% Faculty/Staff: +3.0%

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
			Unidentified/Opt-Out Students: Faculty/Staff: 5.1%			Two or More Races Students: -0.41% Faculty/Staff: -1.5% White Students: +0.1% Faculty/Staff: -4.9% Unidentified/Opt-Out Students: Not reported in either year Faculty/Staff: -1.0%
3.17	Staff Experience and Engagement (LCFF Priority 6C)	"I always feel good" 17% "I often feel good" 56% "I sometimes feel good" 23% "I seldom feel good" 4%	Edgility Survey Question: "I am proud to work at this organization" Overall: 4.1/5		Develop a new, standardized way to capture faculty and staff feedback and overall feeling in their workplace.	The decision has been made to not continue with the Staff Satisfaction Survey that was instated before. See "A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
						reflections on prior practice" for details.
3.18	ParentSquare Engagement Delivery history Contactability History Features usage history (October) (LCFF Priority 3A, 3B, and 3C)	Metric created spring 2025	MS: Contactable Parents: 99.2% Receiving Emails: 88.0% Parents Interacted: 51.0% US: Contactable Parents: 98.5% Receiving Emails: 87.0% Parents Interacted: 5.0%			

Goal Analysis [2024-25]

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.

Action 3.1: Student Support Services for Students that are Suspended
Overall Implementation:
To support students who are suspended, our focus is on restorative practices aimed at addressing behavioral issues and providing consistent support to prevent future incidents, with particular attention to unduplicated student groups such as English Learners, students from socioeconomically disadvantaged households, and Foster Youth.
At the beginning of the year, we implemented post-incident check-ins and check-outs with the social worker, dean, or student support services assistants, alongside engaging parents through re-entry meetings to discuss supportive strategies for students.
Additionally, the deans establish written behavior contracts with students who have been suspended more than once or who show consistent disruptive behavior that may lead to suspension. These contracts outline specific expectations for behavior and are used to guide interventions for students at risk of suspension, aiming to reduce suspensions through clear behavioral expectations, support, parental involvement, and teacher collaboration.
In December, the Dean’s office continued to focus on restorative practices by using the Restorative Conversation survey to track

conversations with students. Three cycles of check-in/check-out were offered in middle school to help students develop prosocial skills. The Dean's office also utilized the Post-Incident Debrief form, asking questions such as:

- How are you doing post-incident?
- Did you feel supported at the time of the incident?
- Is there anything more we can do to support you now?

Additionally, the Student Services team conducts restorative/reflective check-ins using questions like:

- What happened?
- What were you thinking at the time?
- What have you thought about since?
- Who do you think has been affected by what you have done? In what way?
- What do you think you need to do to make things right?

When additional services are needed, the social worker refers students and families to TalkSpace for free counseling services. For students suspended due to vaping, the social worker provides referrals to YVAPE, a smoking cessation program, and distributes the Contra Costa County Community Resource Guide for additional support.

Successes:

- Implemented post-incident debriefs during periods that don't interfere with student learning time
- Created opportunities for individual check-ins, allowing for deeper connections with students who have engaged in atypical behavior or behavior that led to suspension
- Ongoing collaboration with parents, despite challenges with scheduling, to ensure they are involved in supporting their child's re-entry process

Challenges:

- Parents' inability to attend re-entry meetings due to work schedules, which can limit their involvement in supporting their child's re-entry process
- Continuing to enhance and refine the post-incident check-ins to better align with restorative practices and support long-term behavioral change

How challenges are being addressed:

- Continued outreach to parents and flexible scheduling to encourage participation in re-entry meetings
- Used restorative debrief forms and reflection questions to improve post-incident check-ins

Action 3.2: Integrated Family Engagement

Overall Implementation:

To ensure families, particularly those of unduplicated student groups (English Learners, students from socioeconomically disadvantaged households, and Foster Youth), have regular and accessible opportunities to engage with the school community, we hosted several events and meetings aimed at strengthening the school-family connection. In August, we organized a Back to School Night with separate events by cluster (5-6, 7-9, 10-12) to make the evening more manageable for families and easier for them to meet their child's teachers. Additionally,

monthly Zoom meetings with the principal began in October 2024, with steady attendance, providing parents with a platform for clarifications, resources, and direct contact with administrators. These sessions have contributed to increased school connectedness and encouraged participation in school workshops.
As part of our ongoing commitment to family engagement, we have continued efforts to include families in decision-making processes. Invitations for parents to attend charter renewal hearings were extended in September and October, and we are collecting feedback from families through surveys to better understand their needs and interests. This feedback will guide future strategies and help plan workshops, field trips, and community events that are meaningful and valuable for families. We also aim to improve communication through updated signage and the parent portal, ensuring families are informed about upcoming opportunities.

Successes:

- Cluster-based Back to School Night increased accessibility and teacher-family interaction
- Monthly Zoom meetings with the principal supported steady, ongoing engagement
- Parent involvement in charter renewal strengthened transparency and trust
- Surveys collected input to inform future family engagement efforts
- Continued hosting of parent workshops based on identified interests

Challenges:

- Reaching and engaging all unduplicated student groups equitably
- Ensuring consistent attendance across all events
- Gathering actionable and representative feedback from diverse families
- Communicating opportunities effectively despite language or technology barriers

How challenges are being addressed:

- Offered events in multiple formats (e.g., cluster-based Back to School Night, monthly Zooms) to reach more families
- Collected family input through surveys and improved outreach using signage and the parent portal

Action 3.3: SWD Suspension Rate Reduction

Overall Implementation:
To address the suspension rates of Students with Disabilities (SWD), we have been actively engaging in discussions and implementing actions aimed at reducing suspensions while fostering a positive school culture. As part of the state-mandated technical assistance program, a cross-section of leaders met to identify the causes of frequent suspensions and to strategize on effective reduction measures. The initial months of this effort have shown promising results, with very few suspensions of SWD students.
Additionally, leaders completed the Making Waves Academy Improvement Journey and shared the findings during a Differentiated Assistance coaching call, which has been instrumental in guiding further efforts to reduce suspension rates. To enhance these efforts, the principal introduced the Mentor Mentee program, providing targeted support and monitoring for students who have been suspended. This initiative is aimed at helping students improve both their behavior and academic outcomes, while reinforcing the connection between school and families to ensure sustained progress.

Successes:

- Active review of suspension data from the 2023-24 and 2024-25 school years to identify trends and further inform strategies for suspension reduction
- Implementation of the Mentor Mentee program, offering targeted support for students who have been suspended and tracking their progress

Challenges:

- Leaders responsible for the initial Improvement Journey have since left the school, impacting the continuity and structure of the improvement process

How challenges are being addressed:

- Actively searching for a new ELD coordinator and SPED Director

Action 3.4: Increase in School Connectedness

Overall Implementation:

To foster a supportive environment where all students, including unduplicated groups (English Learners, Low-Income, Foster Youth), feel valued and connected, we have implemented a range of proactive strategies. The Deans have been greeting students upon arrival to set a positive tone for the day and checking in on expectations. Additionally, they have been actively working on building relationships with students, parents, staff, and faculty throughout the school day. The Deans also visit classrooms to assess classroom cultures and identify themes related to school culture, supporting the consistent implementation of school rules, policies, and expectations in partnership with teachers.

In the first semester, the Deans collaborated with the Student Activities department to uphold behavior expectations during events such as HS Spirit Week, MS Masquerade Dance, and the Fall Pep Rally. These collaborations have helped reinforce positive interactions and fostered team-building activities among students. Moving forward, the Deans will continue to partner with other campus departments to maintain behavior expectations at school events, reinforcing a positive and inclusive environment for all students.

Successes:

- Increased positive relationships between students and Deans.
- Successful partnerships with various departments to support behavior expectations during school events, enhancing school connectedness

Challenges:

- Aligning with teachers can sometimes present challenges when navigating partnerships, especially when dealing with differing perspectives or approaches

How challenges are being addressed:

Powered by BoardOnTrack

- Deans fostered daily positive interactions and collaborated with Student Activities to uphold expectations at events
- Deans maintain a visible presence on campus to continue engaging as part of the community to build stronger partnerships with various departments

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.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Action 3.1: Student Support Services for Students that are Suspended
Partially Effective
It has been challenging to find a suitable time to pull students after an incident, which impacts the effectiveness of the post-incident debrief. Additionally, some students may not be open to sharing during these debriefs, which limits the opportunity to fully address the underlying issues and support their behavioral improvement.

Action 3.2: Integrated Family Engagement
Effective
The approach has been effective in making progress toward the goal of increased family engagement, particularly for unduplicated student groups. By diversifying the formats and timing of events, the school has created more inclusive spaces for participation. The monthly principal meetings have become a valuable touchpoint for families, while surveys and open invitations to charter renewal hearings reflect a shift toward shared decision-making. However, there remains room for growth in improving communication systems and ensuring equitable participation across all student subgroups.

Action 3.3: SWD Suspension Rate Reduction
Partially effective
While we have seen personal growth with our students with disabilities, especially when it comes to our mentorship program. However, suspension rates are trending similarly to last year.

Action 3.4: Increase in School Connectedness
Effective

We are seeing a decrease in the student sentiment/culture that students do not feel seen or heard. Steps we are taking to accomplish this include but are not limited to: increased meetings between ASB and principal, inviting students to join the LCAP AG along with parents and staff, and including students in decisions like picking a new food vendor. Below are additional results for the February 2025 California Healthy Kids Survey (CHKS). For a look at all results from this survey, see the Local Indicators presented in the MWA June 16, 2025 Broad Meeting.
School Connectedness
51% Whole School / 51% Middle School / 51% Upper School
Academic Motivation
66% Whole School / 67% Middle School / 64% Upper School
Caring Adult Relationships
58% Whole School / 56% Middle School / 61% Upper School
High Expectations
72% Whole School / 71% Middle School / 73% Upper School
School Safety
56% Whole School / 56% Middle School / 56% Upper School

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.

Metrics

Metric 3.18: ParentSquare Engagement
This new metric has been added to more consistently track how families are engaging with school communication through ParentSquare. In the years following the pandemic, parent engagement has become more variable. While we continue to receive positive feedback about the platform's ease of use, we want to better understand how it's being used in practice. By prioritizing metrics such as Contactability History, Delivery History, and Features Usage History from within the ParentSquare system, we aim to gather meaningful data that can inform future engagement strategies and ensure we are reaching families effectively.

Metric 3.7: Parent Participation
In the 2024-25 SY the Skills Academy pilot has not been implemented due to change in a new social worker on site. Over this summer, our current social worker will be reviewing the pilot program and creating a plan to begin reimplementing it in 2025-26. The metric recorded above gauges different avenues the Social Worker has gone through to elicit parental feedback and collaborate on engagement opportunities.

Metric 3.17 Staff Experience and Engagement
Metric name has been changed from "Staff Satisfaction Survey" to "Staff Experience and Engagement."
Goal for Year 3 Outcome changed to "Develop a new, standardized way to capture faculty and staff feedback and overall feeling in their workplace."
MWA is moving away from a traditional Human Resources model and has established a People Operations department to take a more holistic and people-centered approach to employee experience and engagement. Measuring "satisfaction" alone does not provide the depth

of insight needed to support strategic improvements in staff culture, retention, and well-being. Aligned with this shift, a Total Compensation Study is underway, led by the newly hired Senior Director of People. The data for this metrics was collected through this Total Compensation Study. Future iterations of this metric will be grounded in a more robust, ongoing system for capturing staff voice and monitoring workplace climate across all roles.

Action 3.1: Student Support Services for Students that are Suspended
Metric 2.13 removed from Metric(s) to Monitor Effectiveness.
Metric 2.13 (Field Trips) will not be used to monitor the effectiveness of this action as the metric has been changed to monitor the number of college and career related field trips and will not be an accurate gauge to determine if the number of field trips has an impact on student behavior and number of suspensions to make them eligible to go on field trips.

Action 3.2: Integrated Family Engagement
Metric 2.13 removed from Metric(s) to Monitor Effectiveness.
Metric 2.13 (Field Trips) will not be used to monitor the effectiveness of this action as the metric has been changed to monitor the number of college and career related field trips and will not be an accurate gauge to determine if an increased number of field trips has effects on how families engage with the school.

Action 3.5: SEL Support
Newly created action that is expected to address the findings identified in the needs assessment required by EC Section 32526(d). See "Reflections: Annual Performance" in the "Plan Summary" section for more information.

Action 3.6: 504 Coordination and Implementation
Newly created, non-contributing action that is expected to address the needs of students with disabilities as identified in the needs assessment required by EC Section 32526(d). See "Reflections: Annual Performance" in the "Plan Summary" section for more information on how this action addresses student needs.
This action is non-contributing, so the metrics used to monitor the action are not listed elsewhere in the LCAP. This action will be monitored by looking at the disaggregated data for SWD in the following metrics: 3.1 (Chronic Absenteeism Rate), 3.2 (Average Daily Attendance), 3.3 (Suspension Rate), 3.4 (Expulsion Rate), 3.7 (parent Participation), 3.12 (8th Grade Retention Rates), 3.13 (Upper School Retention Rates), 1.7 (EL Reclassification), 1.9 (ELA CAASPP/GPA), 1.10 (Math CAASPP/GPA), 1.11 (Science CAST/GPA), 1.15 (Social Science GPA), 1.13 (World Language GPA), 1.14 (Health and Wellness PFT/GPA)

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.

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). 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.	621551	Yes
3.2	Integrated Family Engagement	1. Engaging Families with Consistent Accessible Opportunities: 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 i. This way we can discover new family engagement strategies that are specifically designed to engage families in the MWA community.	$472,093.00	Yes

Action #	Title	Description	Total Funds	Contributing
		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.		
3.3	SWD Suspension Rate Reduction	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.	$270,413.00	No
3.4	Increase in School Connectedness	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. 2. Community Involvement	$492,368.00	Yes

Action #	Title	Description	Total Funds	Contributing
		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.		
3.5	SEL Support	1. Research Additional Resources for Students: a. Offer online resources students can use to process and reflect on behaviors. b. Create opportunities for self-regulation and emotional processing through structured activities. 2. SEL Academy for Students Post-Suspension: a. Develop a restorative SEL academy for students to complete after suspensions. b. Support skill development to address behavioral challenges and promote long-term change. 3. Build a Clear Restorative/Skill Development Curriculum: a. Create a clear, structured curriculum focused on SEL skills and restorative practices. b. Integrate skill-building exercises to help students better manage their emotions and behavior. 4. Coaching Support for Teachers: a. Provide professional development and coaching for teachers to effectively incorporate SEL strategies into their curriculum. b. Equip teachers with the tools to foster a positive classroom environment focused on emotional intelligence.	$248,978.00	Yes

Powered by BoardOnTrack

Action #	Title	Description	Total Funds	Contributing
3.6	504 Coordination and Implementation	1. Current System Evaluation a. Review the existing 504 plan management process. b. Identify gaps in compliance and efficiency. c. Gather feedback from teachers, parents, and students to assess the effectiveness of the current process. 2. Create and Implement 504 Coordinator Role a. Develop a comprehensive job description for the 504 Coordinator, clearly outlining responsibilities and required qualifications. b. Determine appropriate compensation based on the scope of responsibilities. 3. Standardize Procedures for 504 Plan Development a. Establish clear and consistent procedures for student referrals, evaluations, and the development of 504 plans. b. Ensure quality control and consistency in the implementation of plans. 4. Staff Support and Training a. Provide training for staff on 504 plan procedures and compliance. b. Ensure ongoing professional development to support the success of students with disabilities.	$80,549.00	No

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2025-26]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
$3111043	$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
26.231%	0.000%	$0.00	26.231%

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	**Action:** Enhancing Instructional Capacity and Professional Growth **Need:** This goal was created to provide support for students in order to increase performance in all academic standards. In order to lower the population of Tier 2 and Tier 3 students (Gate, SWD, English Learners, Foster Youth, Low Income students, etc.), Tier 1 instruction must	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. 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	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 (Math CAASPP/GPA), 1.11 (Science CAST/GPA), 1.15 (Social

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
	be strengthened and all curriculum internalized by core subject educators. **Scope:** LEA-wide	English Learners, Foster Youth, and Low Income students.	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)
1.2	**Action:** Strengthening Tier 1 Instruction and Differentiation **Need:** To provide high-quality, standards-aligned, and differentiated instruction --for students that are at-risk, LTELs, ELs, and SWD-- through the utilization of research-based unit planning formats and ongoing collaboration among teachers and content leads to support student mastery. **Scope:** LEA-wide	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). 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.	1.7 (EL Reclassification), 1.8 (ELPI), 1.9 (ELA CAASPP/GPA), 1.10 (Math CAASPP/GPA), 1.11 (Science CAST/GPA), 1.15 (Social Science GPA), 1.13 (World Language GPA), 1.14 (Health and Wellness PFT/GPA)
1.3	**Action:** Enhancing Progress Monitoring and Data Analysis **Need:** This goal was created to address the need of supporting teachers with monitoring tools to aid them in assessing standards-based instruction delivered to various student groups.	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 income groups-- to ensure equitable support for all learners.	1.1 (Teacher Credentials), 1.2 (Teacher Misassignments), 1.5 (PD Participation), 1.7 (EL Reclassification), 1.8 (ELPI)

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
	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. **Scope:** LEA-wide	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.	
1.5	**Action:** Enhancing the Learning Environment for English Learners Through Staff PD **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 then for their future. **Scope:** Schoolwide	Improve instructional coaching and professional development opportunities for educators to best support the needs of ELs. 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.	1.7 (EL reclassification rate), 1.8 (ELPI), 3.10 (PD Sessions - Critical Learner Groups)
1.6	**Action:** Language Acquisition Program **Need:** In 2023 MWA had 53.4% of English Learners progressed 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 be successful. We will continue having this as	Continue providing standards aligned curriculum specifically for designated ELs from CA approved materials list.	1.7 (EL reclassification rate), 1.8 (ELPI)

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
	a focus in our LCAP as 20% of MWA students are ELs. **Scope:** LEA-wide		
1.7	**Action:** Academic Support **Need:** This action was created to address continued performance gaps in Math and ELA. Students require consistent, targeted intervention outside of regular instructional time to master grade-level standards and strengthen foundational skills. **Scope:**	Provide targeted academic support for students through tutoring, teacher office hours, and partnerships with external agencies, with a prioritized focus on Math and ELA to enhance academic achievement across student groups. 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 as well as Students with Disabilities who were identified as needing support specifically in ELA and Math through our needs assessment.	1.9 (ELA CAASPP/GPA), 1.10 (Math CAASPP/GPA), 1.11 (Science CAST/GPA), 1.15 (Social Science GPA), 1.13 (World Language GPA), 1.14 (Health and Wellness PFT/GPA)
2.1	**Action:** Vertically Aligned Systems for Seamless College and Career Support **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	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. 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	2.3 (Graduation Rate), 2.4 (Drop-Out Rate), 2.6 (EAP), 2.7 (CCI), 2.12 (Access to a Broad Course of Study)

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
	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. **Scope:** LEA-wide	English Learners, Foster Youth, and Low Income students.	
2.2	**Action:** College and Career Pathway Scope and Sequence **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.	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 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. 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.	2.1 (CTE Enrollment and completion), 2.6 (EAP), 2.7 (CCI), 2.8 (US and CSU Eligibility), 2.10 (Post-Secondary Planning), 2.11 (Number of Field Trips)

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
	Scope: LEA-wide		
2.3	**Action:** Graduation Pathways **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 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. **Scope:** LEA-wide	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. 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.	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)
2.4	**Action:** Postsecondary Readiness Pathways **Need:** Establish a robust College and Career Access Program by developing a Maker-Space CTE course aligned with student interests and industry standards, while expanding concurrent enrollment opportunities through increased course offerings, strengthened higher education partnerships, and enhanced	Establish a robust Career & Technical Education (CTE) pathway through the development of a Maker-Space course aligned with student interests and industry standards, ultimately leading to certification opportunities and career readiness for all students. Expanding CTE opportunities, especially through pathways such as Maker-Space, will help provide unduplicated students and SWD with more equitable access to high-demand, career-focused skills.	2.1 (CTE Enrollment and completion), 2.2 (A-G Course Completion), 2.3 (Graduation Rate), 2.5 (AP Pass Rate), 2.6(EAP), 2.7 (CCI), 2.11 (Number of College and Career Related Field Trips), 2.12 (Access to a Broad Course of Study)

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
	student support. These efforts aim to promote certification opportunities, high school credit articulation, and alignment with students' academic and career goals. **Scope:**	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.	
3.1	**Action:** Student Support Services for Students that are Suspended **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. **Scope:** LEA-wide	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). 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.	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)
3.2	**Action:** Integrated Family Engagement **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.	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). This action is provided on a school-wide basis as MWA has an unduplicated student population of	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

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
	Scope: LEA-wide	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.	Rates), 3.14 (Engagement Events: Master Calendar), 3.15 (Engagement Events: Promoted)
3.4	**Action:** Increase in School Connectedness **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. **Scope:** LEA-wide	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). 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.	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 Experience and Engagement), 2.13 (Field Trips)
3.5	**Action:** SEL Support **Need:** SWD and Black students have the highest rates of suspension and chronic absenteeism, indicating a need for more proactive SEL support utilizing additional tools and strategies. These will help students develop self-regulation skills and re-engage with the learning environment.	Pilot an online Social Emotional Learning (SEL) program, utilizing curriculum, to help students incorporate SEL skills into their daily lives and academics. 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.	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)

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
	Scope: LEA-wide		
3.6	**Action:** 504 Coordination and Implementation **Need:** The need for a dedicated 504 Coordinator to ensure the creation, implementation, and monitoring of 504 plans, ensuring compliance and providing targeted support for students with disabilities. **Scope:**	Establish a 504 Coordinator role to assist with the implementation and monitoring of 504 plans, with a focus on supporting students with disabilities. 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.	

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

2025-26 Total Planned 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 %)
Totals	11371394	3111043	26.231%	0.000%	26.231%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	$7,010,234.00	$1,498,954.00	$0.00	$500,605.00	$9,009,793.00	$8,093,449.00	$916,344.00

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	Planned Percentage of Improved Services
1	1.1	Enhancing Instructional Capacity and Professional Growth	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$291,151.00	$66,558.00	$169,891.00	0	0	$187,818.00	$357,709.00	
1	1.2	Strengthening Tier 1 Instruction and Differentiation	English Learners	Yes	LEA-wide	English Learners			$1,859,014.00	$41,751.00	$1,826,147.00	0	0	$74,618.00	$1,900,765.00	
1	1.3	Enhancing Progress Monitoring and Data Analysis	English Learners Low Income	Yes	LEA-wide	English Learners Low Income			572100	$34,628.00	$549,476.00	0	0	$57,252.00	606728	
1	1.4	Improve Academic Outcomes for Special Education Students	Students with Disabilities	No					$672,600.00	$26,301.00	0	645499	0	53402	$698,901.00	
1	1.5	Enhancing the Learning Environment for English Learners Through Staff PD	English Learners	Yes	School wide	English Learners			$380,768.00	$23,603.00	338448	0	0	65923	404371	
1	1.6	Language Acquisition Program	English Learners	Yes	LEA-wide	English Learners			$525,869.00	$34,593.00	553342	0	0	7120	560462	
1	1.7	Academic Support	All Students with Disabilities English Learners, Foster Youth, and Low-Income student LEA-Wide will be supported. This action is considered "non-contributing" because it is funded through LREBG funds.	No					$0.00	145746	0	145746	0	0	145746	

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	Planned Percentage of Improved Services
2	2.1	Vertically Aligned Systems for Seamless College and Career Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$711,353.00	$10,051.00	$700,188.00	0	0	$21,216.00	$721,404.00	
2	2.2	College and Career Pathway Scope and Sequence	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$673,173.00	$28,050.00	694737	0	0	6486	$701,223.00	
2	2.3	Graduation Pathways	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$546,547.00	$76,066.00	$622,613.00	0	0	0	$622,613.00	
2	2.4	Postsecondary Readiness Pathways	All Students with Disabilities English Learners, Foster Youth, and Low-Income student LEA-Wide will be supported. This action is considered "non-contributing" because it is funded through LREBG funds.	No					$150,000.00	$0.00	0	$150,000.00	0	0	150000	
3	3.1	Student Support Services for Students that are Suspended	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$520,751.00	$100,800.00	595386	0	0	26165	621551	
3	3.2	Integrated Family Engagement	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$425,428.00	$46,665.00	$472,093.00	0	0	0	$472,093.00	
3	3.3	SWD Suspension Rate Reduction	Students with Disabilities Students with disabilities that have been suspended	No					$237,079.00	$33,334.00	0	$270,413.00	0	0	$270,413.00	
3	3.4	Increase in School Connectedness	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth			$447,068.00	$45,300.00	$492,368.00	0	0	0	$492,368.00	

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	Planned Percentage of Improved Services
						Low Income										
3	**3.5**	SEL Support	English Learners Foster Youth Low Income	Yes	LEA-wide	English Learners Foster Youth Low Income			$0.00	$248,978.00	0	$248,978.00	0	0	$248,978.00	
3	**3.6**	504 Coordination and Implementation	Students with Disabilities	No			All Schools		$80,549.00	$0.00	0	$80,549.00	0	0	$80,549.00	

2025-26 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
11371394	3111043	26.231%	0.000%	26.231%	$7,010,234.00	0.000%	61.570 %	**Total:**	$7,010,234.00
								LEA-wide Total:	$6,674,665.00
								Limited Total:	$0.00
								Schoolwide Total:	$335,569.00

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 (%)
1	**1.1**	Enhancing Instructional Capacity and Professional Growth	Yes	LEA-wide	English Learners Foster Youth Low Income		$169,891.00	
1	**1.2**	Strengthening Tier 1 Instruction and Differentiation	Yes	LEA-wide	English Learners		$1,826,147.00	
1	**1.3**	Enhancing Progress Monitoring and Data Analysis	Yes	LEA-wide	English Learners Low Income		$549,476.00	
1	**1.5**	Enhancing the Learning Environment for English Learners Through Staff PD	Yes	Schoolwide	English Learners		338448	
1	**1.6**	Language Acquisition Program	Yes	LEA-wide	English Learners		553342	
2	**2.1**	Vertically Aligned Systems for Seamless College and Career Support	Yes	LEA-wide	English Learners Foster Youth Low Income		$700,188.00	
2	**2.2**	College and Career Pathway Scope and Sequence	Yes	LEA-wide	English Learners Foster Youth Low Income		694737	

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	2.3	Graduation Pathways	Yes	LEA-wide	English Learners Foster Youth Low Income		$622,613.00	
3	3.1	Student Support Services for Students that are Suspended	Yes	LEA-wide	English Learners Foster Youth Low Income		595386	
3	3.2	Integrated Family Engagement	Yes	LEA-wide	English Learners Foster Youth Low Income		$472,093.00	
3	3.4	Increase in School Connectedness	Yes	LEA-wide	English Learners Foster Youth Low Income		$492,368.00	
3	3.5	SEL Support	Yes	LEA-wide	English Learners Foster Youth Low Income		0	

2024-25 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	$10,736,578.00	$10,736,578.00

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)
1	**1.1**	Enhancing Instructional Capacity and Professional Growth	Yes	$456,399.00	$456,399.00
1	**1.2**	Strengthening Tier 1 Instruction and Differentiation	Yes	$1,557,510.00	$1,557,510.00
1	**1.3**	Enhancing Progress Monitoring and Data Analysis	Yes	$1,159,107.00	$1,159,107.00
1	**1.4**	Improve Academic Outcomes for Special Education Students	No	$655,337.00	$655,337.00
1	**1.5**	Enhancing the Learning Environment for English Learners Through Staff PD	Yes	$330,960.00	$330,960.00
1	**1.6**	Language Acquisition Program	Yes	$89,988.00	$89,988.00
2	**2.1**	Vertically Aligned Systems for Seamless College and Career Support	Yes	$975,741.00	$975,741.00
2	**2.2**	College and Career Pathway Scope and Sequence	Yes	$2,127,225.00	$2,127,225.00
2	**2.3**	Graduation Pathways	Yes	$937,754.00	$937,754.00
3	**3.1**	Student Support Services for Students that are Suspended	Yes	$813,767.00	$813,767.00
3	**3.2**	Integrated Family Engagement	Yes	$522,409.00	$522,409.00

Powered by BoardOnTrack

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)
3	**3.3**	SWD Suspension Rate Reduction	No	$435,054.00	$435,054.00
3	**3.4**	Increase in School Connectedness	Yes	$675,327.00	$675,327.00

2024-25 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)
3204032	$9,218,793.00	$9,218,793.00	$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)
1	1.1	Enhancing Instructional Capacity and Professional Growth	Yes	$312,335.00	$312,335.00		
1	1.2	Strengthening Tier 1 Instruction and Differentiation	Yes	$1,483,443.00	$1,483,443.00		
1	1.3	Enhancing Progress Monitoring and Data Analysis	Yes	$1,001,604.00	$1,001,604.00		
1	1.5	Enhancing the Learning Environment for English Learners Through Staff PD	Yes	$330,960.00	$330,960.00		
1	1.6	Language Acquisition Program	Yes	$69,129.00	$69,129.00		
2	2.1	Vertically Aligned Systems for Seamless College and Career Support	Yes	$973,390.00	$973,390.00		
2	2.2	College and Career Pathway Scope and Sequence	Yes	$2,127,225.00	$2,127,225.00		
2	2.3	Graduation Pathways	Yes	$933,204.00	$933,204.00		
3	3.1	Student Support Services for Students that are Suspended	Yes	$789,767.00	$789,767.00		
3	3.2	Integrated Family Engagement	Yes	$522,409.00	$522,409.00		
3	3.4	Increase in School Connectedness	Yes	$675,327.00	$675,327.00		

2024-25 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)
11662691	3204032	$0	26.716%	$9,218,793.00	0.000%	81.022%	$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 and Senate Bill 153, Chapter 38, Statues of 2024.

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. LEAs may also provide information about their strategic plan, vision, etc.

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.
- LEAs may also provide information about their strategic plan, vision, etc.
- 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.

EC Section 52064.4 requires that an LEA that has unexpended Learning Recovery Emergency Block Grant (LREBG) funds must include one or more actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs, as applicable to the LEA. To implement the requirements of *EC* Section 52064.4, all LEAs must do the following:

- For the 2025–26, 2026–27, and 2027–28 LCAP years, identify whether or not the LEA has unexpended LREBG funds for the applicable LCAP year.
    - If the LEA has unexpended LREBG funds the LEA must provide the following:
        - The goal and action number for each action that will be funded, either in whole or in part, with LREBG funds; and
        - An explanation of the rationale for selecting each action funded with LREBG funds. This explanation must include:
            - An explanation of how the action is aligned with the allowable uses of funds identified in *EC* Section 32526(c)(2); and
            - An explanation of how the action is expected to address the area(s) of need of students and schools identified in the needs assessment required by *EC* Section 32526(d).
                - For information related to the allowable uses of funds and the required needs assessment, please see the Program Information tab on the LREBG Program Information web page.
            - Actions may be grouped together for purposes of these explanations.
            - The LEA may provide these explanations as part of the action description rather than as part of the Reflections: Annual Performance.
    - If the LEA does not have unexpended LREBG funds, the LEA is not required to conduct the needs assessment required by *EC* Section 32526(d), to provide the information identified above or to include actions funded with LREBG funds within the 2025-26, 2026-27 and 2027-28 LCAPs.

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

Requirements

School districts and COEs: *EC* Section 52060(g) and *EC* Section 52066(g) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,

Powered by BoardOnTrack

- 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) 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;
    - **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; and
- For charter schools, see *Education Code* Section 47606.5.

Powered by BoardOnTrack

- **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) 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.

- **Required metrics for actions supported by LREBG funds**: To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include at least one metric to monitor the impact of each action funded with LREBG funds included in the goal.

    - The metrics being used to monitor the impact of each action funded with LREBG funds are not required to be new metrics; they may be metrics that are already being used to measure progress towards goals and actions included in the LCAP.

Complete the table as follows:

Metric #

- Enter the metric number.

Metric

- 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

- 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.

Powered by BoardOnTrack

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

For English Learners and Long-Term English Learners

- 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.

For Technical Assistance

- 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.

For Lowest Performing Dashboard Indicators

- 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.

For LEAs With Unexpended LREBG Funds

- To implement the requirements of *EC* Section 52064.4, LEAs with unexpended LREBG funds must include one or more actions supported with LREBG funds within the 2025–26, 2026–27, and 2027–28 LCAPs, as applicable to the LEA. Actions funded with LREBG funds must remain in the LCAP until the LEA has expended the remainder of its LREBG funds, after which time the actions may be removed from the LCAP.
    - Prior to identifying the actions included in the LCAP the LEA is required to conduct a needs assessment pursuant to *EC* Section 32526(d). For information related to the required needs assessment please see the Program Information tab on the LREBG

Program Information web page. Additional information about the needs assessment and evidence-based resources for the LREBG may be found on the California Statewide System of Support LREBG Resources web page. The required LREBG needs assessment may be part of the LEAs regular needs assessment for the LCAP if it meets the requirements of *EC* Section 32526(d).

- School districts receiving technical assistance and COEs providing technical assistance are encouraged to use the technical assistance process to support the school district in conducting the required needs assessment, the selection of actions funded by the LREBG and/or the evaluation of implementation of the actions required as part of the LCAP annual update process.
- As a reminder, LREBG funds must be used to implement one or more of the purposes articulated in *EC* Section 32526(c)(2).
- LEAs with unexpended LREBG funds must include one or more actions supported by LREBG funds within the LCAP. For each action supported by LREBG funding the action description must:
  - Identify the action as an LREBG action;
  - Include an explanation of how research supports the selected action;
  - Identify the metric(s) being used to monitor the impact of the action; and
  - Identify the amount of LREBG funds being used to support the action.

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.

Powered by BoardOnTrack

- **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 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 2024

Coversheet

FY26 Budget

Section: V. Action Items
Item: B. FY26 Budget
Purpose: Vote
Submitted by:
Related Material: Making Waves Academy School 2025-26 Budget 06.11.25.pdf
Making Waves Academy Central Office 2025-26 Budget.pdf

CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM
CHARTER SCHOOL CERTIFICATION

Charter School Name: Making Waves Academy
(continued)
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
County: Contra Costa
Charter #: 0868
Fiscal Year: 2025-26

CERTIFICATION OF FINANCIAL CONDITION

[X] POSITIVE CERTIFICATION
As the Charter School Official, I certify that based upon current projections this charter will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

[ ] QUALIFIED CERTIFICATION
As the Charter School Official, I certify that based upon current projections this charter may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

[ ] NEGATIVE CERTIFICATION
As the Charter School Official, I certify that based upon current projections this charter will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

To the entity that approved the charter school:

(X) 2025-26 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: Elizabeth Martinez Title: Chief Operating Officer

---

To the County Superintendent of Schools:

( ) 2025-26 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:	For Charter School:
Daniela Parasidis	Elizabeth Martinez
Name	Name
Deputy Superintendent	Chief Operating Officer
Title	Title
925-942-3418	510-262-1511
Phone	Phone
dparasidis@cccoe.k12.us	emartinez@mwacademy.org
E-mail	E-mail

( ) 2025-26 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.

_____ _____
District Advisor Date

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: 2025-26

This charter school uses the following basis of accounting:

[X] **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 Unrest.	Current Budget Year Rest.	Total
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	8,605,334	8,389,162		8,389,162
Education Protection Account State Aid - Current Year	8012	2,160,712	2,098,595		2,098,595
State Aid - Prior Years	8019	0	0		0
Transfers to Charter Schools in Lieu of Property Taxes	8096	4,100,677	3,994,680		3,994,680
Other Revenue Limit Transfers	8091, 8097	0	0	0	0
Total, LCFF/Revenue Limit Sources		14,866,723	14,482,437	0	14,482,437
2. Federal Revenues					
No Child Left Behind/Every Student Succeeds Act	8290	500,608		500,000	500,000
Special Education - Federal	8181, 8182	141,512		159,935	159,935
Child Nutrition - Federal	8220	277,263		277,263	277,263
Donated Food Commodities	8221	0		0	0
Other Federal Revenues	8110, 8260-8299	56,007		0	0
Total, Federal Revenues		975,390	0	937,198	937,198
3. Other State Revenues					
Special Education - State	StateRevSE	1,002,876		1,043,601	1,043,601
All Other State Revenues	StateRevAO	3,203,177	277,966	3,475,662	3,753,628
Total, Other State Revenues		4,206,053	277,966	4,519,263	4,797,229
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	6,251,097	8,047,067	302,649	8,349,716
Total, Local Revenues		6,251,097	8,047,067	302,649	8,349,716
5. TOTAL REVENUES		26,299,263	22,807,470	5,759,110	28,566,580
B. EXPENDITURES					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	4,681,576	2,893,289	2,721,148	5,614,437
Certificated Pupil Support Salaries	1200	745,778	846,776	0	846,776
Certificated Supervisors' and Administrators' Salaries	1300	1,237,039	1,400,818	271,377	1,672,195
Other Certificated Salaries	1900	64,132	328,379	35,621	364,000
Total, Certificated Salaries		6,728,525	5,469,262	3,028,146	8,497,408
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100	602,757	114,208	350,000	464,208
Non-certificated Support Salaries	2200	1,009,284	1,059,233	0	1,059,233
Non-certificated Supervisors' and Administrators' Sal.	2300	378,221	83,638	302,649	386,287
Clerical and Office Salaries	2400	699,374	540,849	164,356	705,205
Other Non-certificated Salaries	2900	279,559	262,658	0	262,658
Total, Non-certificated Salaries		2,969,195	2,060,586	817,005	2,877,591

CHARTER SCHOOL
BUDGET REPORT - ALTERNATIVE FORM

Charter School Name: Making Waves Academy
(name continued)

Description	Object Code	Est. Actuals Prior Year	Current Budget Year Unrest.	Current Budget Year Rest.	Total
3. Employee Benefits					
STRS	3101-3102	1,168,828	1,592,097	0	1,592,097
PERS	3201-3202	0	0	0	0
OASDI / Medicare / Alternative	3301-3302	382,546	435,203	0	435,203
Health and Welfare Benefits	3401-3402	1,565,388	1,939,942	0	1,939,942
Unemployment Insurance	3501-3502	17,803	25,052	0	25,052
Workers' Compensation Insurance	3601-3602	150,433	169,871	0	169,871
OPEB, Allocated	3701-3702	0	0	0	0
OPEB, Active Employees	3751-3752	0	0	0	0
Other Employee Benefits	3901-3902	1,561,956	1,859,700	0	1,859,700
Total, Employee Benefits		4,846,954	6,021,865	0	6,021,865
4. Books and Supplies					
Approved Textbooks and Core Curricula Materials	4100	197,101	217,073	0	217,073
Books and Other Reference Materials	4200	2,686	3,400	0	3,400
Materials and Supplies	4300	404,762	409,063	26,505	435,568
Noncapitalized Equipment	4400	223,028	665,000	0	665,000
Food	4700	295,503	87,687	277,263	364,950
Total, Books and Supplies		1,123,080	1,382,223	303,768	1,685,991
5. Services and Other Operating Expenditures					
Subagreements for Services	5100	0	0	0	0
Travel and Conferences	5200	141,481	93,545	52,005	145,550
Dues and Memberships	5300	8,197	19,800	0	19,800
Insurance	5400	504,753	505,462	0	505,462
Operations and Housekeeping Services	5500	1,392,299	1,293,500	0	1,293,500
Rentals, Leases, Repairs, and Noncap. Improvements	5600	2,145,790	818,029	1,378,851	2,196,880
Transfers of Direct Costs	5700-5799	0	0	0	0
Professional/Consulting Services and Operating Expend.	5800	5,849,068	4,916,198	179,335	5,095,533
Communications	5900	112,107	158,000	0	158,000
Total, Services and Other Operating Expenditures		10,153,695	7,804,534	1,610,191	9,414,725
6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)					
Land and Improvements of Land	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 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	0	0	0
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0	0	0	0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0	0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0	0
All Other Transfers	7281-7299	0	0	0	0
Transfers of Indirect Costs	7300-7399	0	0	0	0
Debt Service:					
Interest	7438	0	0	0	0
Principal	7439	0	0	0	0
Total, Other Outgo		0	0	0	0
8. TOTAL EXPENDITURES		25,839,648	22,757,470	5,759,110	28,516,580
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		459,615	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 Unrest.	Current Budget Year Rest.	Total
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)		459,615	50,000	0	50,000
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791	12,408,801	12,868,416	0	12,868,416
b. Adjustments to Beginning Balance	9793, 9795	0	0	0	0
c. Adjusted Beginning Balance		12,408,801	12,868,416	0	12,868,416
2. Ending Fund Balance, June 30 (E + F.1.c.)		12,868,416	12,918,416	0	12,918,416
Components of Ending Fund Balance (Modified Accrual Basis)					
a. Nonspendable					
Revolving Cash	9711				0
Stores	9712				0
Prepaid Expenditures	9713				0
All Others	9719				0
b. Restricted	9740				0
c. Committed					0
Stabilization Arrangements	9750				0
Other Commitments	9760				0
d. Assigned					0
Other Assignments	9780				0
e. Unassigned/Unappropriated					0
Reserve for Economic Uncertainties	9789				0
Unassigned / Unappropriated Amount	9790M				0
Components of Ending Net Position (Accrual Basis)					
1. Net Investment in Capital Assets	9796				0
2. Restricted Net Position	9797				0
3. Unrestricted Net Position	9790A	12,868,416	12,918,416	0	12,918,416

CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM

Charter School Name: Making Waves Academy
(continued) 0
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
County: Contra Costa
Charter #: 0868
Fiscal Year: 2025-26

This charter school uses the following basis of accounting:

[X] **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 2025-26 Unrestricted	FY 2025-26 Restricted	FY 2025-26 Total	Totals for 2026-27	Totals for 2027-28
A. REVENUES						
1. LCFF/Revenue Limit Sources						
State Aid - Current Year	8011	8,389,162	0	8,389,162	8,811,317	9,264,165
Education Protection Account State Aid - Current Year	8012	2,098,595	0	2,098,595	2,205,131	2,280,647
State Aid - Prior Years	8019	0	0	0	0	0
Transfers to Charter Schools in Lieu of Property Taxes	8096	3,994,680	0	3,994,680	4,196,052	4,196,052
Other LCFF Transfers	8091, 8097	0	0	0		
Total, LCFF Sources		14,482,437	0	14,482,437	15,212,500	15,740,864
2. Federal Revenues						
No Child Left Behind/Every Student Succeeds Act	8290	0	500,000	500,000	495,912	507,685
Special Education - Federal	8181, 8182	0	159,935	159,935	166,474	170,426
Child Nutrition - Federal	8220	0	277,263	277,263	288,599	295,450
Donated Food Commodities	8221	0	0	0		
Other Federal Revenues	8110, 8260-8299	0	0	0	0	0
Total, Federal Revenues		0	937,198	937,198	950,985	973,561
3. Other State Revenues						
Special Education - State	StateRevSE	0	1,043,601	1,043,601	1,086,270	1,112,058
All Other State Revenues	StateRevAO	277,966	3,475,662	3,753,628	3,337,019	3,323,394
Total, Other State Revenues		277,966	4,519,263	4,797,229	4,423,289	4,435,452
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	8,047,067	302,649	8,349,716	8,835,302	9,153,362
Total, Local Revenues		8,047,067	302,649	8,349,716	8,835,302	9,153,362
5. TOTAL REVENUES		22,807,470	5,759,110	28,566,580	29,422,076	30,303,239
B. EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	2,893,289	2,721,148	5,614,437	5,782,870	5,956,356
Certificated Pupil Support Salaries	1200	846,776	0	846,776	872,179	898,345
Certificated Supervisors' and Administrators' Salaries	1300	1,400,818	271,377	1,672,195	1,722,361	1,774,032
Other Certificated Salaries	1900	328,379	35,621	364,000	374,920	386,168
Total, Certificated Salaries		5,469,262	3,028,146	8,497,408	8,752,330	9,014,901
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	114,208	350,000	464,208	478,134	492,478
Non-certificated Support Salaries	2200	1,059,233	0	1,059,233	1,091,010	1,123,740
Non-certificated Supervisors' and Administrators' Sal.	2300	83,638	302,649	386,287	397,876	409,812
Clerical and Office Salaries	2400	540,849	164,356	705,205	726,361	748,152
Other Non-certificated Salaries	2900	262,658	0	262,658	270,538	278,654
Total, Non-certificated Salaries		2,060,586	817,005	2,877,591	2,963,919	3,052,836

CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM

Charter School Name: Making Waves Academy
(continued) 0

Description	Object Code	FY 2025-26 Unrestricted	FY 2025-26 Restricted	FY 2025-26 Total	Totals for 2026-27	Totals for 2027-28
3. Employee Benefits						
STRS	3101-3102	1,592,097	0	1,592,097	1,639,860	1,689,055
PERS	3201-3202	0	0	0	0	0
OASDI / Medicare / Alternative	3301-3302	435,203	0	435,203	448,259	461,707
Health and Welfare Benefits	3401-3402	1,939,942	0	1,939,942	1,998,140	2,058,085
Unemployment Insurance	3501-3502	25,052	0	25,052	25,803	26,577
Workers' Compensation Insurance	3601-3602	169,871	0	169,871	174,967	180,216
OPEB, Allocated	3701-3702	0	0	0	0	0
OPEB, Active Employees	3751-3752	0	0	0	0	0
Other Employee Benefits	3901-3902	1,859,700	0	1,859,700	1,915,492	1,972,956
Total, Employee Benefits		6,021,865	0	6,021,865	6,202,521	6,388,596
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	217,073	0	217,073	223,585	230,293
Books and Other Reference Materials	4200	3,400	0	3,400	3,502	3,607
Materials and Supplies	4300	409,063	26,505	435,568	448,635	462,094
Noncapitalized Equipment	4400	665,000	0	665,000	684,950	705,499
Food	4700	87,687	277,263	364,950	375,899	387,175
Total, Books and Supplies		1,382,223	303,768	1,685,991	1,736,571	1,788,668
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0	0	0	0	0
Travel and Conferences	5200	93,545	52,005	145,550	149,917	154,414
Dues and Memberships	5300	19,800	0	19,800	20,394	21,006
Insurance	5400	505,462	0	505,462	520,626	536,245
Operations and Housekeeping Services	5500	1,293,500	0	1,293,500	1,332,305	1,372,274
Rentals, Leases, Repairs, and Noncap. Improvements	5600	818,029	1,378,851	2,196,880	2,262,786	2,330,670
Transfers of Direct Costs	5700-5799	0	0	0	0	0
Professional/Consulting Services and Operating Expend.	5800	4,916,198	179,335	5,095,533	5,248,399	5,405,850
Communications	5900	158,000	0	158,000	162,740	167,622
Total, Services and Other Operating Expenditures		7,804,534	1,610,191	9,414,725	9,697,167	9,988,081
6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis only)						
Land and Land Improvements	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 accrual basis only)	*6900*	19,000	0	19,000	19,568	20,157
Total, Capital Outlay		19,000	0	19,000	19,568	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	7280-7299	0	0	0	0	0
Transfers of Indirect Costs	7300-7399	0	0	0	0	0
Debt Service:						
Interest	7438	0	0	0	0	0
Principal (for modified accrual basis only)	7439	0	0	0	0	0
Total, Other Outgo		0	0	0	0	0
8. TOTAL EXPENDITURES		22,757,470	5,759,110	28,516,580	29,372,076	30,253,239
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
(continued) 0

Description	Object Code	FY 2025-26 Unrestricted	FY 2025-26 Restricted	FY 2025-26 Total	Totals for 2026-27	Totals for 2027-28
D. OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0	0	0		
2. Less: Other Uses	7630-7699	0	0	0		
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	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	12,868,416	0	12,868,416	12,918,416	12,968,416
b. Adjustments to Beginning Balance	9793, 9795	0	0	0		
c. Adjusted Beginning Balance		12,868,416	0	12,868,416	12,918,416	12,968,416
2. Ending Fund Balance, June 30 (E + F.1.c.)		12,918,416	0	12,918,416	12,968,416	13,018,416
Components of Ending Fund Balance:						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	0	0	0		
Stores (equals object 9320)	9712	0	0	0		
Prepaid Expenditures (equals object 9330)	9713	0	0	0		
All Others	9719	0	0	0		
b. Restricted	9740	0	0	0		
c. Committed						
Stabilization Arrangements	9750	0	0	0		
Other Commitments	9760	0	0	0		
d Assigned						
Other Assignments	9780	0	0	0		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	0	0	0		
Unassigned/Unappropriated Amount	9790	0	0	0		
Components of Ending Net Position (Accrual Basis)						
1. Net Investment in Capital Assets	9796	0	0	0		
2. Restricted Net Position	9797	0	0	0		
3. Unrestricted Net Position	9790A	12,918,416	0	12,918,416	12,968,416	13,018,416

Making Waves Academy
Budget FY2026

MWA Central Office
FY26 Original Budget

	A	B	C	H	K	L	M
2	**Account #**	**Account Title**	**FY2025 2nd Interim Budget (A)**	**FY2026 Original Budget (C)**	**Variance FY26 Original vs. FY25 2nd Interim (C-A)**	**% Variance (C) vs. (A)**	**Notes**
3		**Income**					
40	8981	John Regina Scully (JRS)	2,222,187	2,201,035	(21,152)	-1%	
44	INCO.INC	Central Office (Revenue from Shared Services Allocation)	1,452,400	1,452,400	-	0%	
45		**Total Income**	**3,674,587**	**3,653,435**	**(21,152)**	-1%	
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	149,500	168,000	18,500	12%	
57	1900	Certificated Other Salaries	-	-	-		
58	2100	Classified Instructional Aide Salaries	-	-	-		
59	2200	Classified Support Staff Salaries	-	-	-		
60	2300	Classified Supervisor & Administrator Salaries	1,434,081	1,582,558	148,477	10%	Overall variance is due to: • Annual COLA increase: 2% • Positions budgeted full salaries in FY26 preliminary vs prorate in FY25 2nd interim budget: -People Operations Generalist -People Operations Specialist
61	2400	Classified Clerical and Office Salaries	331,255	310,772	(20,483)	-6%	Overall variance is due to: • Annual COLA increase: 2% • Reduced extra work and retention stipends for FY26 preliminary
62	2900	Classified Other Salaries	-	-	-		
63		**Total Salaries**	**1,914,836**	**2,061,330**	**146,494**	8%	
64	3101	Certificated STRS	66,157	68,544	2,388	4%	
65	3301	Certificated Social Security/Medicare	116,424	126,448	10,024	9%	
66	3401	Certificated Health & Welfare Benefits	308,093	346,719	38,627	13%	Variance from: • Vacant positions budgeted at full cost estimated health insurance vs. prorated in FY25 2nd interim • Projected health insurance rate increase for CY2026
67	3501	Certificated Unemployment Insurance	4,620	5,353	732	16%	
68	3601	Certificated Workers Comp Insurance	24,893	26,797	1,904	8%	
69	3701	Certificated Retirement Match	51,959	57,696	5,737	11%	
70	3999	Accrued Paid Time Off	49,923	49,923	-	0%	
71		**Total Benefits**	**622,069**	**681,481**	**59,412**	10%	
72		**Total Salaries & Benefits**	**2,536,905**	**2,742,811**	**205,906**	8%	

Powered by BoardOnTrack

Making Waves Academy
Budget FY2026

MWA Central Office
FY26 Original Budget

	A	B	C	H	K	L	M
2	**Account #**	**Account Title**	**FY2025 2nd Interim Budget (A)**	**FY2026 Original Budget (C)**	**Variance FY26 Original vs. FY25 2nd Interim (C-A)**	**% Variance (C) vs. (A)**	**Notes**
73							
74	4100	Approved Textbooks and Core Curricula Materials	-	-	-		
75	4200	Books and Other Reference Materials	1,400	1,550	150	11%	
76	4315	Custodial Supplies	-	-	-		
77	4325	Instructional Materials & Supplies	-	-	-		
78	4330	Office Supplies	7,700	8,700	1,000	13%	
79	4390	Other Food	-	-	-		
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	4,500	10,000	5,500	122%	
85		**Total Supplies**	**24,800**	**31,450**	**6,650**	27%	
86	5210	Conference Fees	25,500	28,500	3,000	12%	
87	5215	Travel - Mileage, Parking, Tolls	3,675	3,825	150	4%	
88	5220	Travel - Airfare & Lodging	9,000	9,000	-	0%	
89	5225	Travel - Meals & Entertainment	3,450	4,200	750	22%	
90	5305	Professional Dues & Memberships	30,500	32,500	2,000	7%	
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	48,390	38,390	(10,000)	-21%	
103	5804	Legal Fees	50,000	50,000	-	0%	
106	5810	Contracted Services	624,388	412,000	(212,388)	-34%	Variance from: • $-52K: Edgility Consulting contract • $-30K: Lemon Battery contract • $-130K: Utilizing less contract services for recruitment
107	5810.001	Food Service Administration	-	-	-		
108	5810.002	Student Information & Assessment	84,700	75,040	(9,660)	-11%	
109	5810.003	Student Transportation	-	-	-		
110	5810.004	Intervention & Consultation	-	-	-		
111	5810.005	Psychological Services	-	-	-		
112	5810.006	Substitute Teachers	-	-	-		
113	5810.007	Interscholastic - Coaches	-	-	-		
114	5810.008	Information Technology	79,028	78,469	(559)	-1%	Page 2 of 3
115	5810.009	Outsourced Teaching	-	-	-		

Making Waves Academy
Budget FY2026

MWA Central Office
FY26 Original Budget

	A	B	C	H	K	L	M
2	**Account #**	**Account Title**	**FY2025 2nd Interim Budget (A)**	**FY2026 Original Budget (C)**	**Variance FY26 Original vs. FY25 2nd Interim (C-A)**	**% Variance (C) vs. (A)**	**Notes**
116	5811	College Application Fees	-	-	-		
117	5812	College Entrance Exams	-	-	-		
118	5820	Recruiting - Students	5,000	5,000	-	0%	
119	5821	Printing and Reproduction	2,000	2,000	-	0%	
120	5840	Study Trip - Entrance, Admission, & Ticket Fees (not staff conference)	-	-	-		
121	5850	Staff Recruitment	51,000	30,000	(21,000)	-41%	
122	5851	Continuing Education Support	3,000	3,000	-	0%	
123	5853	Payroll Processing Fees	64,000	66,000	2,000	3%	
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	4,750	4,750	-	0%	
129	5920	Landlines and Office Based Phones	-	-	-		
130	5992	Bank fees	12,000	24,000	12,000	100%	
131	6900	Depreciation and Amortization	-	-	-		
132	INCO.EXP	5895 Central Office (Shared Services Allocation)	-	-	-		
133		**Total Contract Services**	**1,112,881**	**879,174**	**(233,707)**	-21%	
134							
135		Total Salaries & Benefits	2,536,905	2,742,811	205,906	8%	
136		Total Supplies	24,800	31,450	6,650	27%	
137		Total Contract Services	1,112,881	879,174	(233,707)	-21%	
138		**Total Expenses**	**3,674,586**	**3,653,435**	**(21,151)**	-1%	
139							
140		**Net Income**	**0**	**0**			

Powered by BoardOnTrack

Coversheet

2025-26 Consolidated Application and Reporting System (CARS)

Section: V. Action Items
Item: C. 2025-26 Consolidated Application and Reporting System (CARS)
Purpose: Vote
Submitted by:
Related Material:
2025–26 Application for Funding Data Entry (CARS) (CA Dept of Education).pdf

California Department of EDUCATION

CONSOLIDATED APPLICATION AND REPORTING SYSTEM (CARS)

Making Waves Academy (07 10074 0114470)

2025–26 Application for Funding

Required fields are denoted with an asterisk (*).

Data saved successfully as a draft.
Hide Messages | Export Messages | Clear Messages

Severity	Description
Warning	Protected Prayer Certification must be certified before this submission.

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: ☑

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: ☑

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. 1111 et seq. SACS 3010	○ No ◉ Yes
* **Title II, Part A (Supporting Effective Instruction)**: ESEA Sec. 2104 SACS 4035	○ No ◉ Yes
* **Title III English Learner**: ESEA Sec. 3102 SACS 4203	○ No ◉ Yes
* **Title III Immigrant**: ESEA Sec. 3102 SACS 4201	○ No ◉ Yes
* **Title IV, Part A (Student and School Support)**: ESSA Sec. 4101 SACS 4127	○ No ◉ Yes

Last Saved: Alton Nelson (anelson), 6/9/2025 2:45 PM, Draft

Save | Return to List

California Department of Education 1430 N Street
Sacramento, CA 95814

Consolidated Application Support Desk, Education Data Office | ConAppSupport@cde.ca.gov | 916-319-0297
General CARS Questions: Consolidated Application Support Desk | conappsupport@cde.ca.gov | 916-319-0297

Coversheet

Updated Bank Resolution and Fiscal Policy

Section:	V. Action Items
Item:	D. Updated Bank Resolution and Fiscal Policy
Purpose:	Vote
Submitted by:	
Related Material:	Bank Resolution--6.9.2025.docx.pdf Board Policy 10 - Fiscal Policy _ June 2025.docx

Making Waves Academy

Board Meeting: June 16, 2025

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 **Hung Mai** 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

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

FISCAL

A. Budget Development and Oversight Calendar and Responsibilities

The Making Waves Academy Charter School ("MWA") will develop and monitor its budget in accordance with the annual budget development and monitoring calendar as specified below.

MWA's Chief OperatingFinancial Officer ("COFO") and/or a Business Services designee, under the supervision, direction and control of MWA's Chief Executive Officer ("CEO"), will do the following

July – August

- Close books for prior fiscal year; post all transactions; assemble records.
- Prepare for annual independent audit and be prepared to answer questions as part of the audit process.
- Prepare schedule under consultation with the Audit and Finance Advisory Committees for bank reconciliation review.

September – December

- At the end of the first 10 days of school (consistent with the timeline for reporting attendance/enrollment to its charter authorizer), the CEO reviews MWA's Average Daily Attendance ("ADA") figures and notifies the COFO if actual attendance is below budget projections. If needed, MWA's budget is again revised at the 1st interim budget to reflect those changes as well as inform revised cash flow projections.
- Review current year actual versus budgeted revenues and expenditures and formally report to the Finance Advisory Committee in the 1st interim budget report. The MWA Board of Directors ("MWA Board") approves any needed changes to annual budget.
- Submit the 1st interim budget report to the MWA charter authorizer, Contra Costa County Board of Education ("CCCOE"), by no later than December 15th of each year.

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

- Share elements of the Local Control Funding Formula (LCAP) with MWA community stakeholders. Highlight key initiatives of the LCAP, how progress will be monitored, and how progress will be reported to the community. Provide LCAP updates to the MWA Board and School Site Council (SSC) at an agreed upon scheduled time in the fall/winter.

- Monitor current year budget monthly and share any material concerns at MWA Board Meetings and Finance Advisory Committee Meetings.

- Prepare formal budget development plan and schedule for upcoming fiscal year.

- Review/prepare set of proposed budget principles and key assumptions, approved by the CEO.

- Work with the CEO to develop a budget timeline for budget managers to follow for the budget development and approval process.

- Attend trainings or presentations that address new state adopted fiscal policies for reporting and implementation.

January – February

- Review Governor's proposed state budget for the upcoming fiscal year, and identify likely range of revenues for MWA's upcoming fiscal year (July 1-June 30).

- Develop an initial financial budget for the upcoming fiscal year, including projected enrollment and any proposed staffing changes.

- Submit the first draft of the budget to the Finance Advisory Committee for initial review.

- Continually monitor and, as needed, revise current year budget and submit revisions to the Finance Advisory Committee as part of the Second Interim Budget Report cycle.

- Begin inviting community stakeholder feedback on elements of the LCAP. Develop and announce School Site Council meeting dates when progress on the

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

LCAP will be shared and discussed. Implement LCAP communication plan to share progress updates on implementation of the LCAP.

March – April

- Prepare the second draft of the budget.
- Review current year actual versus budgeted revenues and expenditures and formally report to the Finance Advisory Committee in the 2nd interim budget report. The MWA Board approves any needed changes to annual budget.
- Submit the 2nd interim budget report to the Contra Costa County Board of Education by no later than March 15th of each year after approval by the MWA Board.
- Continually monitor current year finances and alert the MWA Board and Finance and Audit Advisory Committees of any material concerns.
- Receive constituent feedback on any proposed revisions to the LCAP through the SSC. Continue to follow the LCAP communication and implementation plan with respect to the budget and programmatic priorities.

May – June

- Present Second Draft of the Budget to the Finance Advisory Committee for final review.
- Review revenue projections subsequent to Governor's annual "May Revise" budget figures, and modify, if necessary, upcoming fiscal year budget, including monthly cash flow projections, to accommodate any changes.
- Budget Approval Process: CEO will review and as needed, in coordination with COFO, revise the proposed budget for the upcoming fiscal year and then forward the same to the Finance Advisory Committee for review and subsequent submission to / recommended approval by the MWA Board. The MWA Board will then review and, before June 30th, formally adopt the budget for the upcoming fiscal year. The MWA Board approves the LCAP before submitting it to MWA's charter authorizer, CCCOE, for review.

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

- Provide copy of final budget to the charter authorizer, CCCOE no later than June 30th of each year after approval by the MWA Board.
- Develop three (3)-year budget projection in accord with MWA's established strategic and growth plans.
- Prepare for interim audit focused on attendance compliance and other procedures.
- Share final and approved LCAP with the SSC.

B. Controls, Budget, and Fiscal Management

MWA will maintain in effect the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accordance with amounts specified in the MWA Board-adopted budget, (2) MWA's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and (3) all transactions are recorded and documented in an appropriate manner.

Separation of Duties:

The Business Services unit will establish a written schedule and protocol to allow for adequate separation of duties and controls for receiving mail, bills, and checks concerning compliance and financial activities; receiving and acknowledging accounts payable, accounts receivable, and checks, and arranging for approval and payment of bills as well as reconciliation of received checks and deposited checks and their corresponding chart of accounts revenue code. No one person should have sole control over the lifespan of a transaction, such as:

- Initiate the transaction
- Approve the transaction
- Record the transaction
- Reconcile the transaction
- Handle the related asset
- Review reports

Powered by BoardOnTrack

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

All Business Services personnel are cross-trained. Where possible, assignment rotations are implemented and employees are expected to take at least one two-week holiday a year.

Expenditure Approval Requirements:
All proposed expenditures must be approved by the CEO or designee. The COFO or designee will review each proposed expenditure to determine whether it is consistent with the MWA Board-adopted budget and, if so, sign the check request or purchase order form. MWA will develop and maintain check request and purchase order forms to document the authorization of all non-payroll expenditures. Any purchase or transaction involving an expenditure of funds that either (i) causes a line item to exceed the approved budget or (ii) is of $25,000 or more, shall additionally require approval by the MWA Board, unless the associated contract for the expenditure has already been approved by the Board. Any purchase or transaction involving an expenditure of funds less than $25,000 shall be approved by the CEO, COFO or Business Services designee, except that expenditures of $10,000 or less may be, in the alternative, approved by budget managers. The Finance Advisory Committee will monitor income and expenditures against projections and make inquiries into and understand the causes of any meaningful variance from the school's projected budget. The MWA Board, in its regular board meetings, shall ratify all bill payments since the previous board meeting. Business Services will conduct an internal audit annually to ensure all purchases have obtained appropriate approvals. The approval authorities of different positions are subject to the limitation as set forth in the following table:

Positions	Approval Authorities
Budget Managers as Designated by the CEO	Expenses up to $10,000 that do not cause a line item to exceed the approved budget
CEO, COFO or Business Services Designee	Expenses of less than $25,000 that do not cause a line item to exceed the approved budget
MWA Board	Expenses of $25,000 or more or that cause a line item to exceed the approved budget

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

Separation of Duties and Approvals

Duty & Responsibility		Initial Action	Next Action	Approval	Exception
Accounts Payable		Received and processed by Payable & Payroll Specialist	Reviewed and submitted for approval by Controller	Reviewed and approved by budget managers. Approved for payment by the CEO or designee	Expenses exceeding $10,000 have to be approved by positions that have appropriate approval authorities outlined in the table above
Payroll		Employees submit their time for approval	Supervisors review time submitted and approve all time sheets	Payable & Payroll Specialist reviews all submitted timesheets and submits for disbursement	CEO approves final checks for employees leaving MWA (including accrued vacation and personal time)
Employee Reimbursements		Employee submits expenses for reimbursement to supervisor for review and approval	Payable & Payroll Specialist reviews reimbursement submissions	CEO reviews and approves submissions for reimbursement	Approvals for expenses involving reimbursement to the CEO reviewed and approved by the COFO

Disbursement Authority:
All disbursements require approved invoices or expense vouchers. The MWA Board shall appoint and approve all individuals authorized to sign checks in accordance with this fiscal policy. No authorized check signer shall sign any check made payable to his or her self nor authorize any other non-approved disbursement to his or her self. Checks for amounts in excess of $5,000 require two signatures, one of which shall be that of the CEO unless the CEO is the payee.

Budget Transfers:
The CEO or designee may transfer from one unrestricted budget item to another.

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

Banking Arrangements:
MWA will maintain its accounts at a bank in good standing with federal and state regulatory agencies. The COFO will review at least annually the status of the current bank. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments. The MWA Board must appoint and approve all individuals authorized to sign checks in accordance with these policies (see Appendix A for details).

All funds received shall be deposited into MWA's accounts at the earliest possible convenience and in no event later than the following business day after receipt.

Purchasing Procedures:
Notwithstanding any provision of MWA's fiscal policies, where required, MWA will follow all applicable bidding processes under state and federal law in procuring products and services.

Where there is no legal requirement for a formal bid process to seek multiple bids before a purchase can be made and there is no legal requirement that a formal bid process be followed, the following internal MWA policy shall apply. For all purchases over $25,000, MWA staff shall make a good faith effort to secure the lowest possible cost for comparable goods or services by soliciting two, and preferably three, competitive bids from qualified providers, and shall include documentation of such effort in the purchase record. When obtaining competitive bids is not possible due to lack of competitors offering comparable products/services or other factors, the requesting MWA employee shall include with the purchase order or check request a statement indicating why obtaining at least two bids was not possible. The CEO or designee shall only approve purchase orders or check requests that include 1) a statement explaining why at least two bids was not possible or 2) documentation showing that at least two, and preferably three, vendors were contacted and such documentation shall be maintained for three years.

Record Keeping:
Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents must be maintained in a secure physical or online location for at least three years, or as long as required by applicable law, whichever is longer.

Property Inventory:
The COFO and/or Business Services designee shall develop a process for establishing, reviewing, updating, and maintaining an inventory of all non-consumable goods and equipment

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

with an original cost over $5,000. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. This process shall be reviewed annually by the COFO and, if possible, a committee of the MWA Board. The COFO and/or Business Services designee shall provide annual training and support to the Director or Operations and Director of Technology, specifically, to ensure compliance with these property inventory procedures. This property will be inventoried on an annual basis and lists of any missing property must be provided to the CEO.

Food equipment with an original cost over $2,000 with a useful life of more than one year shall also be inventoried.

In addition, in order to maintain property control, the following shall be recorded and tracked by the Business Services department even though the original cost may be less than $5,000 or have a useful life of less than a year: (1) equipment purchased with grant funds or required by the terms of the grant to be tracked as capital; (2) furnishings for new spaces; (3) cameras; (4) musical instruments; and (5) television sets and DVD units. AV projectors and computer systems (PC, keyboard, monitor, printer and hard drives) will be maintained by the Information Technology Department.

All non-consumable school property lent to students shall be returned to MWA no later than five working days after the end of the school year.

All non-consumable school property lent to faculty, staff, or administrators for use while employed at MWA shall be returned to MWA upon separation from service.
Any excess or surplus property owned by MWA may be sold or auctioned by the COFO and/or Business Services designee provided the COFO and/or Business Services designee first completes due diligence to maximize the value of the sale or auction to MWA. The MWA Board shall approve in advance the sale or auction of property owned by MWA with a fair market value in excess of $5,000.

Payroll Services:
MWA will contract with a service provider to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The COFO or designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The COFO or designee will review payroll statements at least quarterly to ensure that (1) the salaries are consistent with approved personnel action forms and that (2) the proper tax, retirement, disability, and other withholdings have been deducted and

Powered by BoardOnTrack

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, a personnel file will be established with all appropriate payroll- related documentation including a federal I-9 form, and tax withholding forms.

Attendance Accounting:
The CEO will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at MWA and engaged in the activities required of them by MWA. As part of the annual audit, the independent auditor will review actual attendance accounting records and practices to ensure compliance. The attendance accounting practices shall be in conformance with the Charter Schools Act and the applicable California Administrative Code sections defining Charter School Average Daily Attendance (ADA). Specifically:

- ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by MWA.

- MWA's instructional calendar will include at least 175 days of instruction to avoid the fiscal penalty for providing fewer than 175 days of instruction as provided by the Administrative Code regulation. The calendar will also document that MWA offers the number of annual minutes of instruction as required pursuant to applicable law.

- Independent study, if needed, must be pre-arranged by the student's adult guardian and MWA. The adult guardian will be required to complete and submit documentation to MWA on school-provided forms of engagement in instructional activity. As applicable, such study shall be in full compliance with law governing independent study.

Annual Financial Audit:
The MWA Board will annually appoint an Audit Advisory Committee. Any persons with expenditure authorization or recording responsibilities within MWA may not serve on the Committee.

An annual financial audit shall be performed by an independent certified public accountant and shall include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of MWA's attendance accounting and revenue claims practices, and (3) an audit of

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

MWA's internal control practices. If MWA receives federal income over the threshold for a single audit as determined by the Office of Management and Budget, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars.

MWA's COFO will follow the timeline below to conduct the audit process:

March – April

- Begin coordination with MWA's independent auditor in preparation for annual audit.

July – September

- Independent auditor performs audit of the closed fiscal year and prepares audit report for submission to the Audit Advisory Committee.

October-December

- Independent auditor submits to the Audit Advisory Committee the annual audit, Federal Form 990-Return of Organization Exempt from Income Tax and Form 199- California Exempt Organization Annual Information Tax Return for review.

- The Audit Advisory Committee reviews copy of audit and tax forms. The auditor, in conjunction with the CEO and COFO, address any audit exceptions or adverse findings.

- The audit and tax forms shall be completed, reviewed initially by the Audit Advisory Committee, reviewed by the Finance Advisory Committee and then by the MWA Board, which votes to accept the materials based upon the recommendation of the Audit Advisory Committee. Copies of each annual audit shall be submitted prior to December 15th each year to the CCCBOE (charter-granting agency), the Contra Costa County Office of Education, the Office of the State Controller, and the California Department of Education.

Not less than 120 days after expiration of an existing independent auditor engagement agreement, and in coordination with the Audit Advisory Committee, the COFO shall solicit proposals for an annual audit and develop a recommendation to the MWA Board for selection of an independent auditor, which must approve the engagement of the independent auditor.

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

C. Required Budget and Other Fiscal Reports

The COFO or designee will produce and submit to the CCCBOE any and all required fiscal reports as may be required by State or federal law, or mandated by the terms of MWA's charter. These include, but may not be limited to, attendance reports, enrollment and other data reports required by the California Basic Education Data System, and other related data.

D. Insurance

The COFO shall ensure that at all times MWA maintains the following insurance coverage:

o Appropriate property (equipment only) insurance, with such insurance to include business interruption and casualty coverage and fire and other hazards, with replacement cost coverage for all equipment listed in MWA's Equipment Inventory and consumables.[1]

o Liability insurance, with such insurance to include premises and MWA Board errors and omissions liability on a "claims made" form with a self-insured retention of no more than $50,000 per occurrence and a limit of no less than $25,000,000 per occurrence except that a limit of no less than $1 million annual aggregate coverage shall be obtained for MWA Board miscellaneous liability insurance.

o Crimes insurance, with such insurance to cover all Academy staff members for money and securities ($500,000 per occurrence), forgery or alteration ($500,000 per occurrence) and employee dishonestly ($1,000,000 per occurrence).

[1] Making Waves Foundation, Inc. is the owner of 4123/4133 Lakeside Drive, Richmond, CA buildings and maintains property insurance on the buildings at this location.

E. MWA Board Compensation

MWA Board members shall serve without compensation but may be reimbursed for actual and necessary expenses. Expenses for travel necessary to attend Board meetings and meetings of Board committees need not be approved in advance by the Board of Directors. All other expenses shall be approved in advance. Travel expenses reimbursed shall not exceed levels that would be subject to federal or State income tax. All expenses reimbursed shall be documented by receipts and in no event may reimbursements exceed actual expenses.

Powered by BoardOnTrack

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

F. Fundraising, Grant Solicitation, and Donation Recognition

The CEO will be advised by the Chief Advancement Officer of Making Waves Foundation ("MWF") of fundraising or grant solicitation activities on behalf of MWA. The CEO or designee shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the State or federal government.

G. Notification Responsibilities

The CEO or COFO shall notify both the Finance Advisory Committee and the Audit Advisory Committee of any material liabilities that are discovered or significant changes in the proposed treatment of any assets or liabilities from those reflected in prior year financial statements.

Appendix A: Board-Approved Bank Signers

Bank Name	Account No.	Purpose of the Account	Signer Name	Signer Title
Chase Bank	229513798	Fund Raising	Alicia M. Klein Alton B. Nelson, Jr. ~~Wallace Wei~~ ~~Hung T. Mai~~ ~~Elizabeth~~Liz ~~Martinez~~	Board Chair CEO ~~CFO~~ ~~Dir. of Finance~~ COO

Powered by BoardOnTrack

Board Policy 10: Fiscal Policy
Adopted: April 23, 2008
Amended: December 8, 2010
Amended: March 4, 2013
Amended: April 3, 2014
Amended: September 5, 2019
Amended: June 17, 2021
Amended: September 11, 2023
Amended: June 9, 2025

Chase Bank	229513822	Cash Deposit	Alicia M. Klein Alton B. Nelson, Jr. ~~Wallace Wei~~ ~~Hung T. Mai~~ ~~Elizabeth~~Liz Martinez	Board Chair CEO ~~CFO~~ ~~Dir. of Finance~~ COO
Bridge Bank	8760522535 8971495882	Operation and Payroll	Alicia M. Klein Alton B. Nelson, Jr. ~~Wallace Wei~~ ~~Hung T. Mai~~ ~~-~~Elizabeth Martinez	Board Chair CEO ~~CFO~~ ~~Dir. of Finance~~ COO

Coversheet

2025–26 Bell Schedule and Instructional Minutes

Section: V. Action Items
Item: E. 2025–26 Bell Schedule and Instructional Minutes
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: Pending Board Approval_MWA Bell Schedule_2025-2026.pdf
Pending Board Approval_MWA Instructional Minutes_2025-2026.pdf

BACKGROUND:

After gathering feedback from teacher leaders across both divisions, we made some changes to the bell schedule. The changes are all compliant with local, state and federal requirements related to instructional time.

- **What is different?**
  - ELB was eliminated from all schedules
  - US: there is a 40 minute study-hall
  - US: passing periods are 10 minutes
  - Early release days are moved back to Friday, for the US it was extended from 2:00 to 2:15
  - Advisory and Homeroom take place Monday-Thursday
- **What is the same?**
  - Early release is still 2:00 for middle school
  - Regular dismissal times are the same 3:00 for MS and 3:30 for US
  - US: blocks are the same length (90 mins)
- **What are the restrictions/parameters?**
  - Grades 5-8 have a different instructional minute requirement than grades 9-12, removing ELB from the middle school grades was not difficult but removing it from the upper school put us in a deficit.
  - In order to meet the instructional minute count for the upper school, I added longer passing periods and added a short study hall.
  - In the middle school the breaks and lunches for 5/6 and 7/8 cannot overlap.
  - In the middle school, the first period of the day has to be the same length due to PowerSchool restrictions.
  - Having early release on any day other than Friday creates a deficit in our instructional minute count which is why this year, we did not have early release on short weeks.

RECOMMENDATION:

We recommend the MWA Board reviews and approves the proposed bell schedule.

MWA Bell Schedule_2025-26_V04

Grades 5-6 Bell Schedule

Regular Bell Schedule

Monday/Wednesday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Homeroom
9:20	10:30	70	Period 1
10:30	10:40	10	Break
10:45	11:55	70	Period 2
11:55	12:30	35	Lunch
12:35	1:45	70	Period 3
1:50	3:00	70	Period 4

Tuesday/Thursday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Homeroom
9:20	10:30	70	Period 5
10:30	10:40	10	Break
10:45	11:55	70	Period 6
11:55	12:30	35	Lunch
12:35	1:45	70	Period 7
1:50	3:00	70	Period 8

Friday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Period 1
9:20	10:05	45	Period 2
10:10	10:55	45	Period 3
11:00	11:30	30	Lunch
11:35	12:20	45	Period 4
12:25	1:10	45	Period 5
1:15	2:00	45	Period 6

Community Building Schedule (by request)

Time Start	Time End	Minutes	Period
8:30	9:05	35	Period 1
9:10	9:45	35	Period 2
9:50	10:25	35	Period 3
10:25	10:55	30	Lunch
11:00	11:35	35	Period 4
11:40	12:15	35	Period 5
12:20	12:55	35	Period 6
1:00	2:00	60	Community Building

MWA Bell Schedule_2025-26_V04

Grades 7-8 Bell Schedule

Regular Bell Schedule

Monday/Wednesday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Homeroom
9:20	10:30	70	Period 1
10:35	11:45	70	Period 2
11:45	11:55	10	Break
12:00	1:10	70	Period 3
1:10	1:45	35	Lunch
1:50	3:00	70	Period 4

Tuesday/Thursday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Homeroom
9:20	10:30	70	Period 5
10:35	11:45	70	Period 6
11:45	11:55	10	Break
12:00	1:10	70	Period 7
1:10	1:45	35	Lunch
1:50	3:00	70	Period 8

Friday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Period 1
9:20	10:05	45	Period 2
10:10	10:55	45	Period 3
11:00	11:45	45	Period 4
11:50	12:20	30	Lunch
12:25	1:10	45	Period 5
1:15	2:00	45	Period 6

Community Building Schedule (by request)

Time Start	Time End	Minutes	Period
8:30	9:05	35	Period 1
9:10	9:45	35	Period 2
9:50	10:25	35	Period 3
10:30	11:05	35	Period 4
11:05	11:35	30	Lunch
11:40	12:15	35	Period 5
12:20	12:55	35	Period 6
1:00	2:00	60	Community Building

MWA Bell Schedule_2025-26_V04

Grades 9-12 Bell Schedule

Regular Bell Schedule

Monday/Wednesday

Time Start	Time End	Minutes	Period
8:30	10:00	90	Period 1
10:10	10:45	35	Advisory
10:55	12:25	90	Period 2
12:25	1:05	40	Lunch
1:10	1:50	40	Study Hall
2:00	3:30	90	Period 3

Tuesday/Thursday

Time Start	Time End	Minutes	Period
8:30	10:00	90	Period 4
10:10	10:45	35	Advisory
10:55	12:25	90	Period 5
12:25	1:05	40	Lunch
1:10	1:50	40	Study Hall
2:00	3:30	90	Period 6

Friday

Time Start	Time End	Minutes	Period
8:30	9:15	45	Period 1
9:25	10:10	45	Period 2
10:20	11:05	45	Period 3
11:05	11:35	30	Lunch
11:40	12:25	45	Period 4
12:35	1:20	45	Period 5
1:30	2:15	45	Period 6

Community Building Schedule (by request)

Time Start	Time End	Minutes	Period
8:30	9:05	35	Period 1
9:15	9:50	35	Period 2
10:00	10:35	35	Period 3
10:45	11:20	35	Period 4
11:20	11:50	30	Lunch
11:55	12:30	35	Period 5
12:40	1:15	35	Period 6
1:25	2:15	50	Community Building

PENDING BOARD APPROVAL

V01 Instructional Minutes_All Grades_2025-2026

Instructional Minute Calculations

Grades 5-6

Type of Day	Mon-Thu	Early Fri 5-day weeks	Early Dismissal 1:00 PM	Total Days	
# of Days	**143**	**34**	**6**	**183**	***Instructional Days***
Daily Minutes	345	300	240	**60,975**	***Instructional Minutes***
Total Minutes	**49,335**	**10,200**	**1,440**	54,000	***Required***
				6,975	***Over (Under)***
Times (Military):					
Start	8:30	8:30	8:30		
End	15:00	14:00	13:00		
Lunch	35	30	30		
Recess	0	0	0		
Other Breaks:					
Break 1	10				
Break 2	0	0	0		
Passing Period 0	0	0	0		

Grades 7-8

Type of Day	Mon-Thu	Early Fri 5-day weeks	Early Dismissal 1:00 PM	Total Days	
# of Days	**143**	**34**	**6**	**183**	***Instructional Days***
Daily Minutes	345	300	240	**60,975**	***Instructional Minutes***
Total Minutes	**49,335**	**10,200**	**1,440**	54,000	***Required***
				6,975	***Over (Under)***
Times (Military):					
Start	8:30	8:30	8:30		
End	15:00	14:00	13:00		
Lunch	35	30	30		
Recess	0	0	0		
Other Breaks:					
Break 1	10				
Break 2	0	0	0		
Passing Period 0	0	0	0		

Grades 9-12

Type of Day	Mon-Thu	Early Fri 5-day weeks	Early Dismissal 1:00 PM		
# of Days	**143**	**34**	**6**	**183**	***Instructional Days***
Daily Minutes	380	315	240	66,490	***Instructional Minutes***
Total Minutes	**54,340**	**10,710**	**1,440**	64,800	***Required***
				1,690	***Over (Under)***
Times (Military):					
Start	8:30	8:30	8:30		
End	15:30	14:15	13:00		
Lunch	40	30	30		
Recess	0	0	0		
Other Breaks:					
Break 1					
Break 2	0	0			
Passing Period 0	0	0			

V01 Instructional Minutes_All Grades_2025-2026

		Early Friday	Early 1pm Dismissal	Total per month
	Mon-Thurs	Early Friday		
August	**14**	**4**		**18**
September	**17**	**3**		**20**
October	**17**	**4**		**21**
November	**10**	**3**		**13**
December	**9**	**2**	**3**	**14**
January	**14**	**4**		**18**
February	**12**	**3**		**15**
March	**17**	**3**		**20**
April	**14**	**3**		**17**
May	**15**	**4**		**19**
June	**4**	**1**	**3**	**8**
				183
Total Days	**143**	**34**	**6**	**183**

Instructional Minutes FAQ - CDE

In compliance w/ SB 291: recess must be 30 min total daily and **15 total on early release days

Increased Break to meet new legal requirement for recess allotment

**These breaks can be reduced if needed

Pending Approval

Coversheet

Emergency Water - SOS Survival Products

Section: V. Action Items
Item: F. Emergency Water - SOS Survival Products
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: Quote - R9-022609 (1).pdf

BACKGROUND:

At this time MWA's emergency water plan consists of utilizing 5 gallon bottles provided by the water-supply company, ReadyFresh. As a public school, we are required by law to maintain a backstock of emergency water that would last 3 days for all staff and students in an emergency situation. This backstock is stored at a space owned by the Making Waves Education Foundation (MWEF) on Research Drive, across the street from the school.

This supply of water requires regular rotation - moving it out of storage and into staff break rooms before it "expires". It is the goal of campus operations to move our emergency water onto campus so that it is more readily available in case of an emergency. With our current approach, the pallets need to be stacked 4-high in the designated area in Makerspace store room, which requires the purchase and storage of a forklift to store and rotate the water, and staff time to rotate new water stock in and older water stock out to the workrooms on a weekly basis.

After some research, we were able to locate a company that sells emergency water that can be stored for years and doesn't require regular rotation. The cost for water with a 5-year shelf life is $31,000 and $61,300 for a 20-year shelf life. At this time, we would like to switch to this type of water.

Switching to this approach is costly in the beginning but it will yield significant savings after year 5. Annually, our water spend is approximately $14,000 currently. After factoring in the purchase of the 20-year water supply and costs of adding in two filtration stations the net savings at year 20 is estimated to be over $200,000.

Fiscal Impact: $61,300

RECOMMENDATION:

Proposal

- Purchase emergency water with a 20- year shelf life that can be stacked and stored on campus without need for regular rotation.
- Eliminate staff water in the breakrooms and ask that staff use the filter water at the fill stations instead.

- Complete installation of two new fill stations to support the convenience, timely use, and accessibility by staff and students.

SOS SURVIVAL PRODUCTS
15705 Strathern St #11 • Van Nuys, CA 91406
Phone: 800 479-7998 • Fax: 818 909-0360
www.sosproducts.com

QUOTE

R9-022609

Invoice Date: 02/05/2025 10:38
Customer ID: 3034B
Ship Via: XPO TRUCKING
Terms: PRE PAY
PO: QUOTE 1 of 2

BILL TO

MAKING WAVES ACADEMY
Kelly Taylor
4123 LAKESIDE DRIVE
RICHMOND, CA 94806

SHIP TO

MAKING WAVES ACADEMY

4123 LAKESIDE DRIVE
RICHMOND, CA 94806

BILL TO: (510) 262-1511 | ktaylor@mwacademy.org

SHIP TO: (510) 262-1511

#	SKU	QTY	UNIT	PRICE	EXT	TAX
1	35314	3000	CASE	18.50	55500.00	N
	Bottled Water 6/cs Ready H2O					

SHIPPING INFORMATOIN

- 23 Pallets / Class 65
- 45,200 Lbs
- Lift Gate at Receiving
- Fr8topia

NUMBER OF ITEMS: 3,000.00

SUBTOTAL: 55,500.00

jeff@sosproducts.com

SALESPERSON: JEFF

FREIGHT	TAX	DEPOSIT	TOTAL
XPO 5,800.0	0.00	0.00	**61,300.00**

SIGNATURE _____

Powered by BoardOnTrack

Coversheet

The Lunch Master Contract

Section: V. Action Items
Item: G. The Lunch Master Contract
Purpose: Vote
Submitted by: Matt Smith
Related Material:
Summary and Agreement Page for The Lunch Master Food Service Total Cost.pdf
OPTIONAL READ Full Document of The Lunch Master RFP.pdf

BACKGROUND:

This summary and agreement page with our future food vendor for the 2025-2026 AY, The Lunch Master, is to provide the total estimated cost for food service for both the middle school and upper school for the entire school year. We just finished and RFP process, having considered a total of four vendors. The Lunch Master was the winner of the process and we are going under contract with them during the week of June 16. We started the RFP process because, as an operations team, knew that we could better serve the MWA community by leaving our current provider and contracting with a new partner.

RECOMMENDATION:

The recommendation is that the Board approves this expenditure.

Summary and Agreement Page

PROPOSAL SUMMARY AND AGREEMENT PAGE

Making Waves Academy

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning 7/1/2025, and ending 6/30/2026, and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the Contract between the Vendor and the school food authority (SFA)/Sponsor.

The Vendor certifies that all terms and conditions within the bid shall be considered a part of the contract as of incorporated therein. This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

The Vendor shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/Contract.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED

MEAL	UNIT (1)	RATE (2)	Total (3)
Reimbursable Lunch-School Food Service (SFS) K-8	43,560	$3.50	$152,460.00
Reimbursable Lunch-School Food Service (SFS) 9-12	36,360	$3.75	$136,350.00
Reimbursable Breakfasts	26,649	$2.35	$62,625.15
Reimbursable After-School Snack	39,060	$1.10	$42,966.00
Reimbursable SSO Breakfast (If different than above)		$2.60	
Reimbursable SSO Lunches (If different than above)		$4.10	
Additional pricing: Salad Bars Components - Price Per Serving K-8		$4.00	
Additional pricing: Salad Bars Components - Price Per Serving 9-12		$4.25	
Additional pricing: Fruit Bar Components - Price Per Serving K-8		No Extra Charge	
Gluten-Free meal not accompanied by a medical statement K-8		$3.50	
Gluten-Free meal not accompanied by a medical statement 9-12		$3.75	
Special Event Onsite Cooking-Depending on the Event Range is:		$4.00-$5.00	
Smart Slice Third-Party Pizza	N/A	N/A	N/A
Premium Cut Fruit			
TOTAL ESTIMATED AMOUNT OF PROPOSAL			$394,401.15

- 1 - To be completed by SFA/Sponsor
- 2 - All rates to be completed by VENDOR
- 3 - To be completed by VENDOR - all totals must be carried out to the second decimal place and must not be rounded
- * No items sold to the SFA/Sponsor by the VENDOR can be charged a rate other than the rates on this Proposal Agreement Page

Name of Vendor: Nob Hill Catering, DBA The Lunch Master

Address: 3162 Baumberg Avenue, Hayward, CA 94545

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

The LunchMaster

MAKING WAVES ACADEMY

RESPECT • SCHOLARSHIP • RESILIENCE • RESPONSIBILITY • COMMUNITY













Vended Meal Proposal

for

Making Waves Academy

May 30, 2025

For Procuring the Services of a Vended Meal Services Company

July 1, 2025 through June 30, 2026

4123 Lakeside Drive

Richmond, CA 94806

Cover Letter

Office: (650) 596-8008

May 30, 2025

Dear Mr. Gomes,

The LunchMaster is a family-owned and operated company based in Hayward, California. For over 30 years, we have been fortunate enough to provide over 20 million meals to students ranging in age from preschool to high school in the greater Bay Area.

The LunchMaster's Core Values are as follows:

- **Meaningful Work:** We understand the importance of finding a balance between the needs and desires of each student to eat delicious meals, while ensuring the meal is nutritionally sound. Our recipes are crafted by our in house Registered Dietitian and our Chefs to be loved by students of all ages.
- **Community:** We purchase local ingredients and emphasize organic options whenever possible. Meals are prepared, assembled, and packaged inhouse in Hayward. We support local farmers and employ local residents. Supporting local communities at every step of our process is important to us.
- **Knowledge:** The members of our staff are the best in the industry. The founders and top management work directly with schools, parents, and students to ensure complete program satisfaction. Our registered Dietitian is an expert in her field, having worked with districts, auditors, CDE, and LunchMaster for well over 20 years. She is well versed in School administrative reviews, menu planning, and more.
- **Fairness:** Our online platform is built to comply with all Federal and State Regulations regarding nutrition and discretion, offering a seamless solution for parents, students, and school sites. We were the first independent family-owned vendor to work with schools on the NSLP program. The quality, taste, and presentation of our food is unmatched in the industry. We believe that children eat with their eyes first and prefer a home-cooked meal to a frozen product. While we've taken great care to offer options that kids love at any age, we've also made sure these meals are nutritious. A win-win for all!

We know that Making Waves Academy is aligned with The LunchMaster's core values and we appreciate you researching an option that your community will enjoy. We look forward to working with you and your students.

Warmly,

Marie Giouzelis

Vice President/Founder

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Proprietary

Cover Letter

Office: (650) 596-8008

May 30, 2025

Dear Mr. Gomes,

Enclosed is the proposal response from Nob Hill Catering, Inc. DBA The LunchMaster (Federal E.I.N 45-0477310), a California Corporation located at 3162 Baumberg Avenue, Hayward, CA 94545. The following proposal is in response to Making Waves Academy's request for procuring the services of a Vended Meal Service Company, for the period of program operations beginning in 2025 through 2026, with deliveries on demand. The LunchMaster is fully willing, committed, capable, and looks forward to assisting Making Waves Academy with the services described in this RFP. This includes (but is not limited to):

- Provide an appealing and nutritious program for students that allows the program to be financially sustainable.
- Increase the amount and variety of safe, fresh, and minimally processed ingredients in each student's diet, which means that we focus on eliminating ultra-processed ingredients where possible, and reducing the intake of heavily processed foods.
- Stimulate both student participation in the program by involving communication with students, staff, and the community, and incorporating quarterly student and parent feedback into the meal program.
- Charge appropriate pricing for students participating in the food service program to support high quality ingredients.
- Focus on teaching the importance of caring for our environment by using compostable serving dishes and utensils in our meal program wherever possible.

We appreciate your consideration and look forward to the opportunity to work with Making Waves Academy. If you have any questions, please do not hesitate to contact me directly. By signing this cover letter, I certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding of our company.

Sincerely,

Mike Giouzelis
General Manager
mike@nobhillcatering.com

THIS PROPOSAL CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Table of Contents

Section Title:

1. Cover Letters	Pages 1-2
2. Table of Contents	Page 3
3. Proposal Information	Page 4
4. Scope of Work	Pages 5-7
5. Menu Development Rational	Pages 8-9
Nutrition Advocacy	Page 10
Placing Orders	Pages 11-12
Screen Shots for Placing Orders	Pages 13-20
6. Cost Per Meal with Supplies Provided	Page 21
7. Sample Meal Delivery Report	Pages 22-23
8. Meal Service Deliveries	Page 24
9. Plan for Unanticipated School Closures	Page 25
10. HACCP and ServSafe Certificates	Page 26
Dietitian	Page 27
11. Operating Permit & Business License	Pages 28-29
12. Clean Air Act	Page 30
13. Certificate of Liability Insurance	Page 31
14. Notices and Emergency Notifications	Page 32
15. Buy American	Pages 33-34
16. Participation in USDA Foods Program	Page 35

Making Waves Academy Specific

17. Summery and Agreement	Pages 36-37
18. Attachment A: Sponsor Site	Page 38
19. Attachment B: Menu Information and Menus	Pages 39-42
20. Attachment C: School Calendar	Page 43
21. Attachment D: Site Equipment	Page 44
22. Attachment E: Site Equipment Needed	Page 45
23. Attachment F: Piggyback Clause	Page 46
24. Attachment G: Buy American	Pages 47-50
25. Attachment H: Independent Price	Page 51
26. Attachment I: Suspension Determination Cert	Page 52
27. Attachment J: Lobbying Certification	Page 53
28. Attachment K: Disclosure of Lobbying	Page 54
29. Attachments L-M: Meal Patterns	Pages 55-68
30, Addendum 1—Correction	Pages 69-70
31. Addendum 2— Q&A	Page 71
32. Addendum 2— Scoring	Page 72

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Proposal Information

Proposal Includes:

Description of services including but not limited to the following:

- Scope of Work, including duration and extent of experience in the operation of Vended Meal Services
- Menu Development Rationale
- Placing orders

Cost per meal.

Sample menu for breakfast, lunch, and after-school snack, including nutritional information showing compliance with federal and state meal program requirements.

A copy of current health certifications for the food service facility in which it prepares meals for the NSLP.

Proof of liability insurance and proposed indemnity language.

Materials and Supplies provided.

Nutrition Advocacy.

3 professional references from schools in similar size and location currently operating the National School Lunch Program.

Sample daily meal transport and production record.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Scope of Work

Description of services: Duration and extent of experience in the operation of school meal services.

Nob Hill Catering, Inc. (incorporated in the state of CA) was founded in 1987 by Ted and Marie Giouzelis, a husband-and-wife team who have worked side by side in food service for many years. After years in the restaurant business, Ted and Marie began to receive requests to prepare meals for schools. Responding to the high demand for healthy school lunches, they created The LunchMaster in 1994. The LunchMaster has been offering school lunch services as a Vended Meal Service Company for 30 years.

For 30 years and counting, The LunchMaster has been dedicated to serving nutritious, delicious, and compliant meals for breakfast, lunch, and snack. The LunchMaster has worked with school districts, private schools, preschools, charter schools, camps, and summer programs. We have proudly served over 300 schools and 22,000,000 meals in an enduring effort to promote the well-being of our children. Under normal school operation, we prepare and serve meals for over 120 schools in the Bay Area, which equates to approximately 40,000 lunch meals per day.

The LunchMaster's facility is 25,000 square feet and is only at 40% capacity, which gives ample room for growth and expansion. We have partnerships with service providers in the Greater Bay Area and are equipped to effectively handle an additional 3,600,000 meals per fiscal year, at a minimum.

The LunchMaster's years of premier food service experience ensures that all meals will exceed even the highest of expectations and are committed to providing California schools with meals cooked from scratch that are delicious, nutritious, and loved by students.

We focus on working with our local Farm Partners, Sequoia Produce, Kern Ridge Growers, and Peterson Farms, to produce and provide local, fresh, and organic items.

Our focus and goal is to meet and exceed your school's specific needs and requests. We aim to be flexible and provide you with a user friendly ordering platform. We also like to go the extra mile by organizing educational workshops for parents and schools to better understand the importance of providing nutritional meals for all students. We can even host on-site BBQ events!

We also require all professional and health certifications as required by federal and state law. We provide certification of such training to the SFA upon request.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Scope of Work Continued

Experience with the National School Lunch Program, the School Breakfast Program, and the After-School Snack program.

The LunchMaster adheres to all the nutrition guidelines set by the United States Department of Agriculture (USDA) and the Department of Education Nutrition Services Division. Our menus adhere to the National School Lunch Program (NSLP), the School Breakfast Program (SBP), the Child and Adult Care Food Program (CACFP), Summer Food Service Program (SFSP), Seamless Summer Option (SSO), Meal Supplement (After-School Snack) Program, and Supper Program Guidelines using the Healthy, Hunger-Free Kids Act (HHFKA), Food Based Menu Planning Option.

All cooked and uncooked products conform to yields identified in the USDA's Food Buying Guide, to ensure that all students are provided nutritionally compliant meals that meet and exceed both State and Federal requirements. All meals follow USDA meal patterns for the ages served at each site.

The LunchMaster maintains all necessary records on nutritional components and quantities of meals served and we have never had a corrective action resulting in fiscal action.

The LunchMaster employs a Registered Dietitian developing delicious and nutritionally sound menus. Every year, we review the new meal patterns and regulations to ensure meals remain compliant.

The LunchMaster includes two fresh fruit choices with breakfast, and two fresh fruit and two fresh vegetable choices for K-12 lunch.

The LunchMaster is prepared to utilize and correctly track USDA Commodities and donated foods for use in the SFA meal preparation. The LunchMaster will credit the SFA for the value of all donated foods received for use in the SFA's meal service in the school year or fiscal year, provided that we are made aware of the SFA's inclusion in the program during the RFP process, prior to the LunchMaster providing proposed pricing.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Scope of Work Continued

The LunchMaster's Abilities

Each day, 80 seasoned food service professionals cook, assemble, pack, and deliver 40,000+ meals in our 25,000 square foot Hayward, CA facility. We currently operate at 40% capacity, allowing ample room for growth and expansion. Our meals are produced with a wide-range of commercial food service equipment, including but not limited to: industrial walk-in ovens, pizza line, and an automatic weighing and bagging machine. Our distribution team handles all warehouse activity ensuring that schools receive exactly what was ordered and that the delivery meets The LunchMaster's standards.

We adhere to food safety guidelines for proper temperature control pertaining to packaging and delivery. Daily temperature logs are recorded and maintained at the facility. We have an experienced Quality Assurance team member who conducts daily inspections and helps maintain consistent quality control.

We maintain appropriate state and local health certifications as required by the California (CA) Retail Food Code. All employees are properly trained on aspects of Civil rights, non-discrimination, Offer vs. Serve, safety, and food sanitation and safety.

Delivery trucks (2019/2020 Ford Transit Vans) are equipped with GPS navigation systems with active traffic monitoring and rerouting. Trucks contain specialized equipment for keeping both warm and cold food at their proper holding temperatures, ensuring the delivery of consistent and safe products. The facility, equipment, and personnel are always in accordance with the provisions outlined in the CA Retail Food Code. In 2023 and 2024 we added Electric Ford Transit Vans and Electric Ford Box Trucks to our fleet. They are referred to as our "Green Fleet".

The LunchMaster prides itself in delivering punctual drop-off service. Drivers arrive with daily Delivery Reports and they place hot lunches directly into the warmer and or oven and cold lunches into the refrigerator upon delivery. Field Trip lunches are delivered the day prior to the field trip date and are placed in the refrigerator. Staff will treat students with respect and courtesy when delivering meals.

Transportation

The LunchMaster delivery routes are set after the contract signing.

Affirmative Steps

The LunchMaster will take necessary affirmative steps to assure that minority businesses, women's Business enterprises and labor surplus area firms are used when possible.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Menu Development Rational

Description of Service: Menu Development Rationale

FEATURES OF OUR MENUS AND INGREDIENTS

We focus on sourcing local, organic, produce, meats, and poultry.

Fruits:

- 100% Fresh seasonal fruit offered
  - No Frozen
  - No Canned
  - No Juice
- Daily variety reflect a variety over the week

Vegetables:

- 100% Fresh seasonal vegetables offered
  - No Frozen
  - No Canned
- Daily offering reflect a variety over the week

Grain:

- All are whole grain rich
- 2oz of grain in every lunch entrée totaling 10oz equivalent grains per week
- No grain desserts
- All whole grains offered are less than 8g per serving
- A variety is offered in the form of breads and pastas

Meat / Meat Alternatives:

- 2oz of meat / meat alternative in every lunch entrée totaling 10oz equivalent per week
- All meats are minimally processed with minimal fillers and additives
- Mechanically separated meat and poultry is kept to a minimum

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Menu Development Rational Continued

- No animal by-products
- We only use products raised without antibiotics and added hormones

Fluid Milk:

- 3 options offered

  - Unflavored Fat Free

  - Unflavored low-fat (1%)

  - Fat Free Chocolate Milk

- All milk served is rBST and rBGH free (artificial growth hormone free) as declared by the manufacturer

Saturated Fat:

- ≤ 10% of total calories

Trans Fat:

- No artificial trans-fat or hydrogenated oils in ingredients list

Calories:

- 550-650 kcal for K-5
- 600-700 kcal for 6-8
- 750-850 kcal for 9-12

Sodium Targets:

- ≤ 935 mg at lunch for K-5
- ≤ 1,035 mg at lunch for 6-8
- ≤ 1,080mg at lunch for 9-12

Sugar: Added sugar is kept to a minimum

- No grain desserts are served
- No artificial sweeteners are used

Cooking Methods:

- **Scratch cooking using family recipes, NO deep frying**

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Nutrition Advocacy

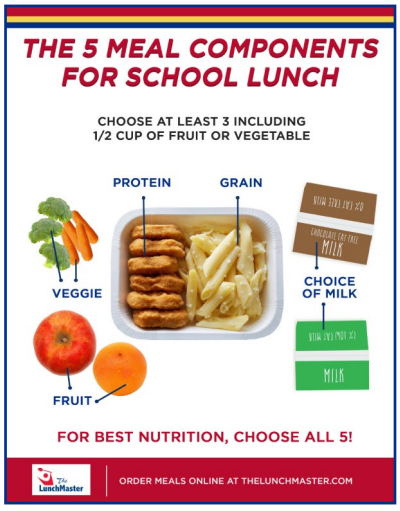
Description of Services: Nutrition Advocacy

We provide marketing material and nutrition education throughout the school year. We would love the opportunity to participate in events to attract students to the program, while providing your community with educational workshops focused on nutrition and living their best life. By connecting with students, parents, and school administration, in different ways, we maximize exposure to The LunchMaster's offerings and ensure that we are providing the best possible meals and meeting people where they are. Here are just a few of the ways that we intend to connect:

- **Emails:** We send fun, engaging, and informative, emails to parents that include new items, special features, family activities that often revolve around special dates or holidays. Emails always include order reminders. It takes an average of seven different touch points for a customer to remember and order from a business, so we are very consistent in our communication.
- **Flyers & Posters:** We have full-color flyers available that contain registration and program information. We also have full-color program appropriate posters available for each serving area and cafeteria.
- **School Blurbs:** We send out monthly blurbs for schools to place in their newsletters. The newsletters promote engagement with students and parents and assure them that we are here for them.
- **On-site Events:** The LunchMaster welcomes the opportunity for in-person onsite events such as open house nights and other events where parents and students are present.







THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Placing Orders

Description of Services: Placing Orders

LunchMaster meals are handcrafted with love by our caring staff in our state-of-the-art kitchen, and menus are thoughtfully designed by our Registered Dietitian, Melissa Manning, to ensure that each and every entrée includes a delicious blend of ingredients and vital nutrients essential for each student's development.

Program Structure: The LunchMaster specializes in offering homemade, pre-portioned, pre-packaged meals that kids love. Meals are designed to encourage visual and taste appeal, as well as meet the nutritional guidelines for a compliant meal.

Meals are cooked, assembled and packaged in our facility by experienced staff five days a week. **We have 3 breakfast options per day (1 hot and 2 cold). For lunch we offer 6 lunch options per day with at least two vegetarian choices (1 hot and 1 cold).** We also offer a vegan meal choice daily. There are 180 different lunch options that rotate throughout our menus. Snack menus include two options each day. Field trip lunches are also available to be ordered in our LunchMaster portal.

Meal containers and overlays are made of non-toxic material that is a specialty food grade film. Our cold entrée plates and overlays are made of corn fiber and compost within 60-90 days. Our hot meal plates have an airtight closure and are capable of withstanding temperatures of 300 degrees Fahrenheit or higher. Our hot meal plates are made of sugar cane fiber and are recyclable.

Breakfast and lunch entrees and side components are packaged for unitized drop-off service. Non-food items such as condiments, napkins, and single service ware, are included with the delivery.

Breakfast Entrées: Breakfast entrées are individually pre-packaged to meet minimum requirements for reimbursable meals among grades K-12 and each entrée always includes the meat and grain components.

Lunch Entrées: Lunch entrées are individually pre-packaged to meet minimum requirements for reimbursable meals among grades K-12 and each entrée always includes the meat and grain components. No more than 30% of calories will be from total fat and no more than 10% from saturated fat. We have vegan, gluten-free, and lactose-free options available for any students requiring alternative options due to a medical condition.

Fresh fruits & vegetables: Fresh whole fruit or fresh pre-portioned and individually packaged fruit is offered. Vegetables served are always chopped and individually pre-portioned. Serving sizes always meet federal requirements. The LunchMaster is loyal to local farmers and have established great working relationships. We hand-select produce at our pre-qualified farms of choice and distribute our selections to students within 24 hours. Our celery, carrots, broccoli, romaine lettuce, onions, zucchini, heirloom cherry tomatoes, and yellow squash are always organic. We limit the number of processed products offered on the menu and emphasize fresh fruits and vegetables daily.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Placing Orders

Description of Services: Placing Orders continued

Quality Assurance: New products and new entrees all receive our Dietitian's stamp of approval before they are introduced into a new menu to ensure they are wholesome, compliant, and minimally processed. We incorporate many local products into our recipes, including bread, tortilla chips, hot dogs, sausage, olive oil, and condiments.

- Meats are low in fat and preservatives, hormone and antibiotic free. We do not use or serve meat that is mechanically separated, nor do we use any animal by-products. Our beef is grass-fed and our eggs, chicken, and turkey are all cage-free.
- Whole grains and whole wheat items are always emphasized in our tortillas, breads, and pastas. All grains are at least 51% whole grain. We offer low-fat or nonfat milk that is hormone and rBST-free. All milk options meet the required NSLP regulations.
- Fried foods or overly processed foods are never served. We do not add sugar, artificial preservatives, colors, flavors, or sweeteners to any menu item. Entrees do not contain sources of artificial trans-fat or hydrogenated oils. We source products that do not contain MSG, BHA, & BHT.

Ordering our meals is made simple by using our LunchMaster program or through our website. We have two options available to order meals, which are both on our online ordering platform at http://www.thelunchmaster.com.

Online Ordering Platform—SFA:

The SFA is easily able to order meals through our no-cost, user-friendly platform. Schools can specify the number of entrées they would like to order and adjust by the order deadline each week.

Our robust meal ordering platform includes photos of items, detailed menu descriptions, allergen information, and nutrition fact labels.

Online Analytics:

Our online analytics provides you with the ability to track meal orders, trends, waste tracking, and data review, along with meal production capability.

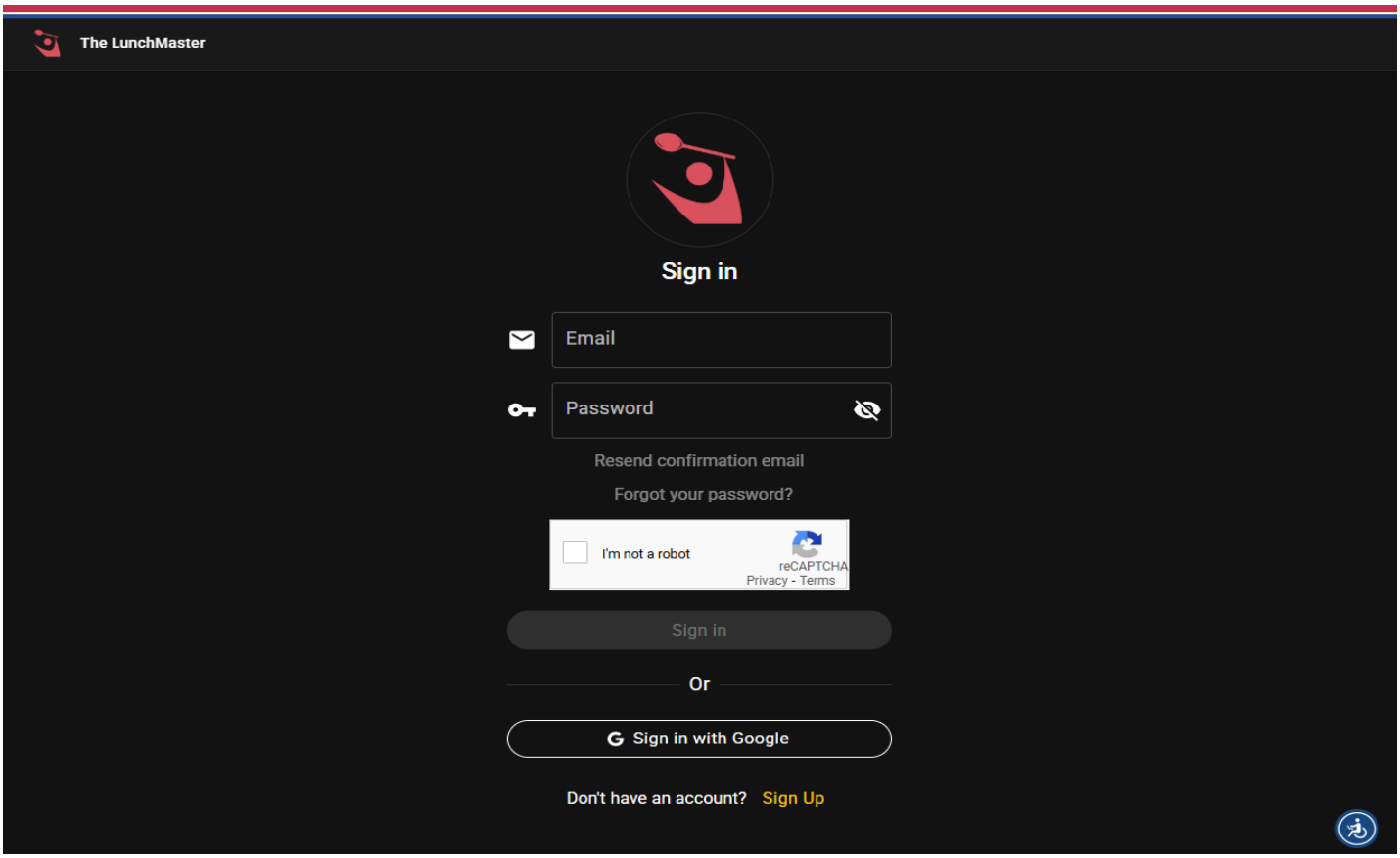
THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Placing Orders

Description of services: Placing orders continued

Bulk Data Entry Meal Order

Step 1. Go to the LunchMaster Website and Log In



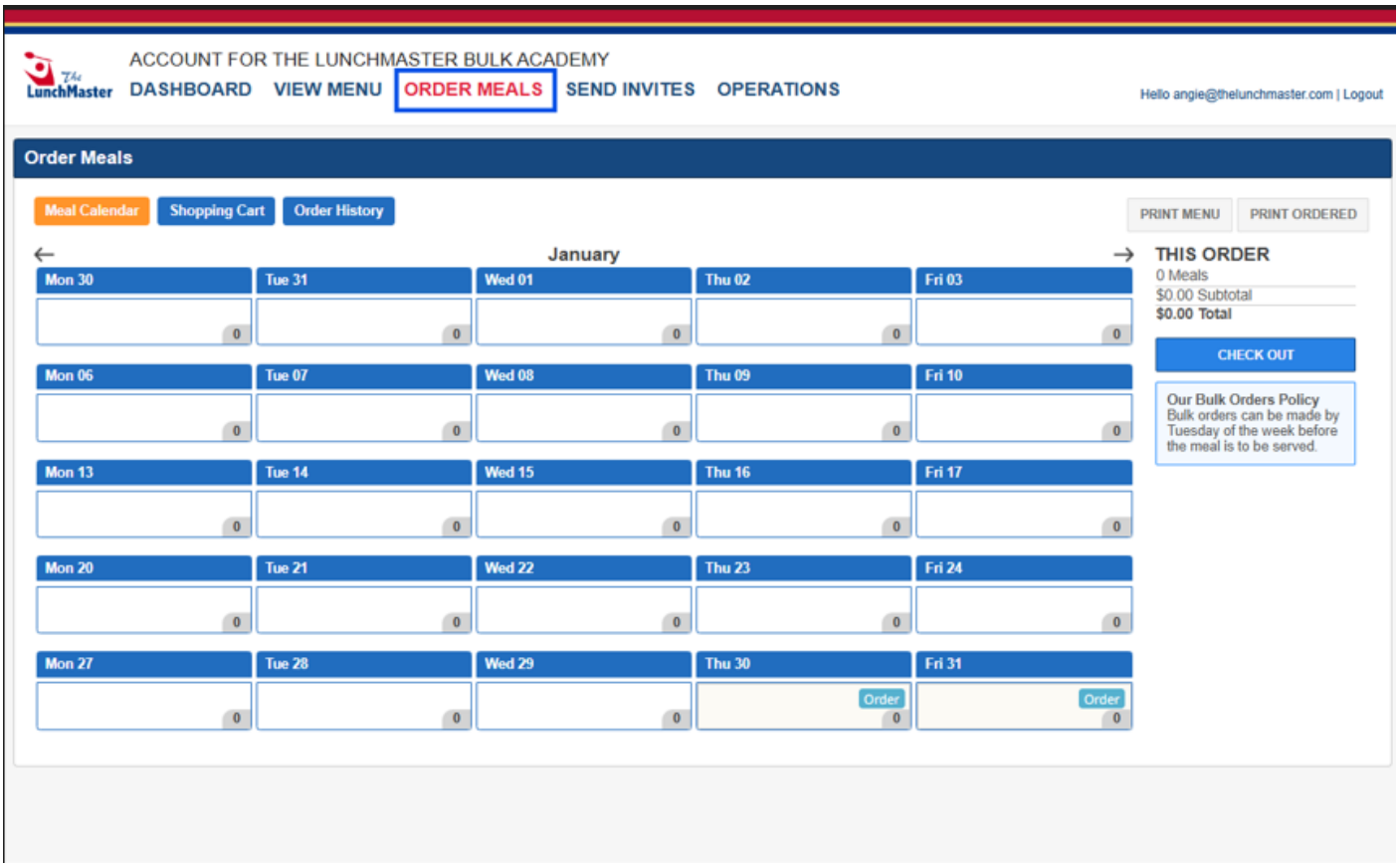
.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Placing Orders

Description of services: Placing orders continued

Step 2. Click on “Order Meals” and it will take you to the meal calendar.

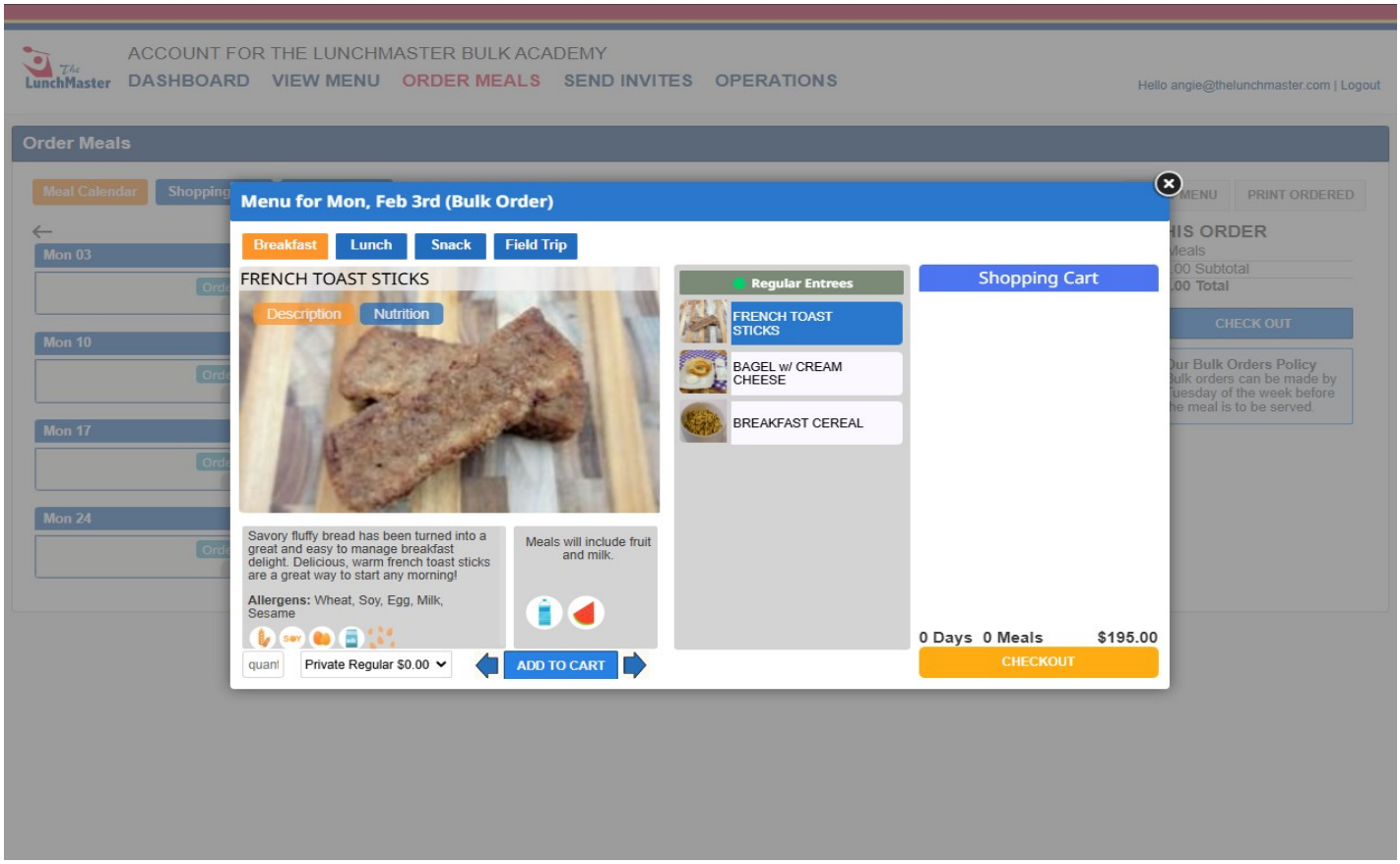


THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Placing Orders

Description of services: Placing orders continued

Step 3. Click on any day to start placing orders. Once you click on a day, the menu will pop up starting with breakfast.

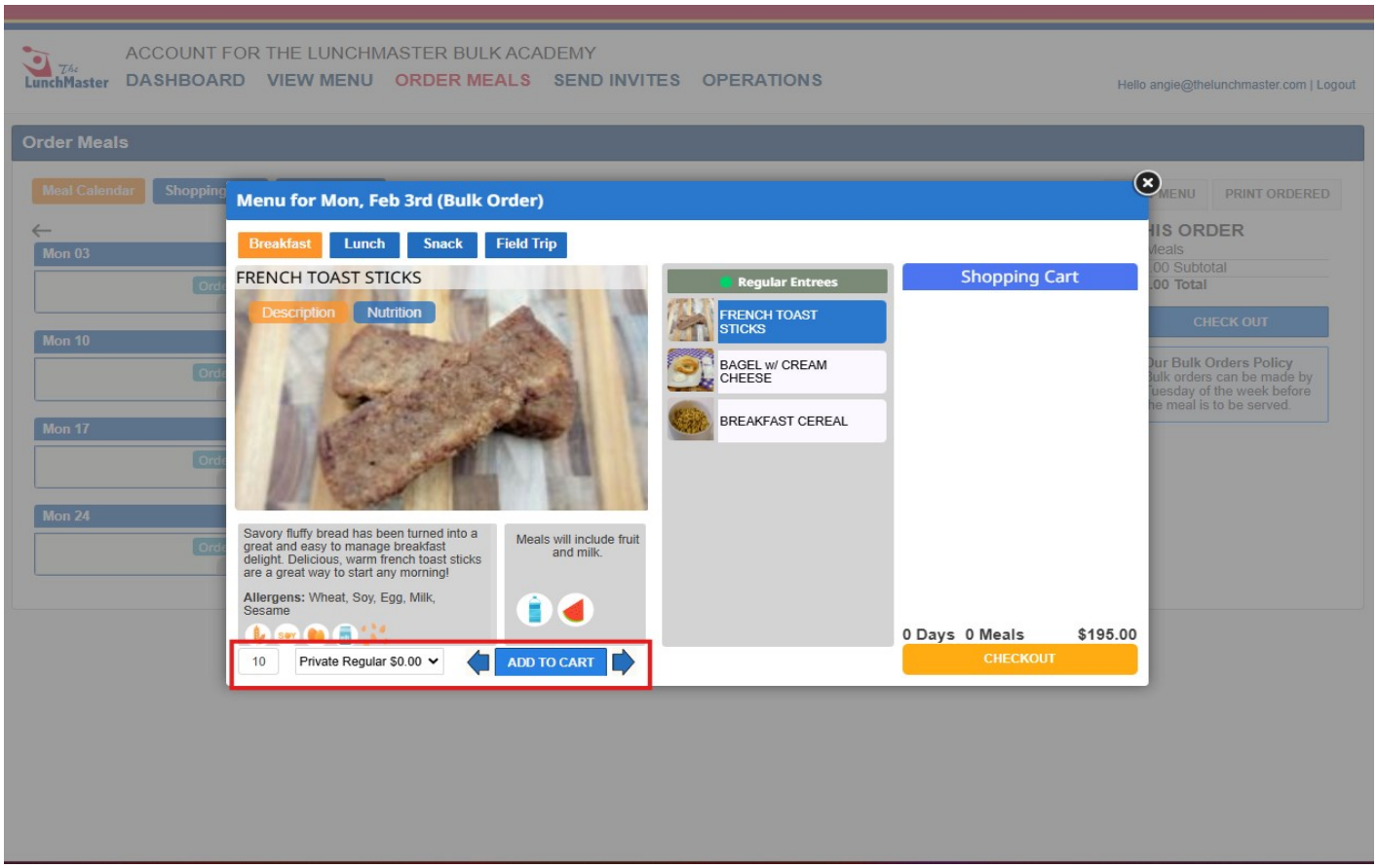


THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Placing Orders

Description of services: Placing orders continued

Step 4. Click on the lunch tab then pick an option that you would like to order. Add the quantity that you would like to order, and add to cart.



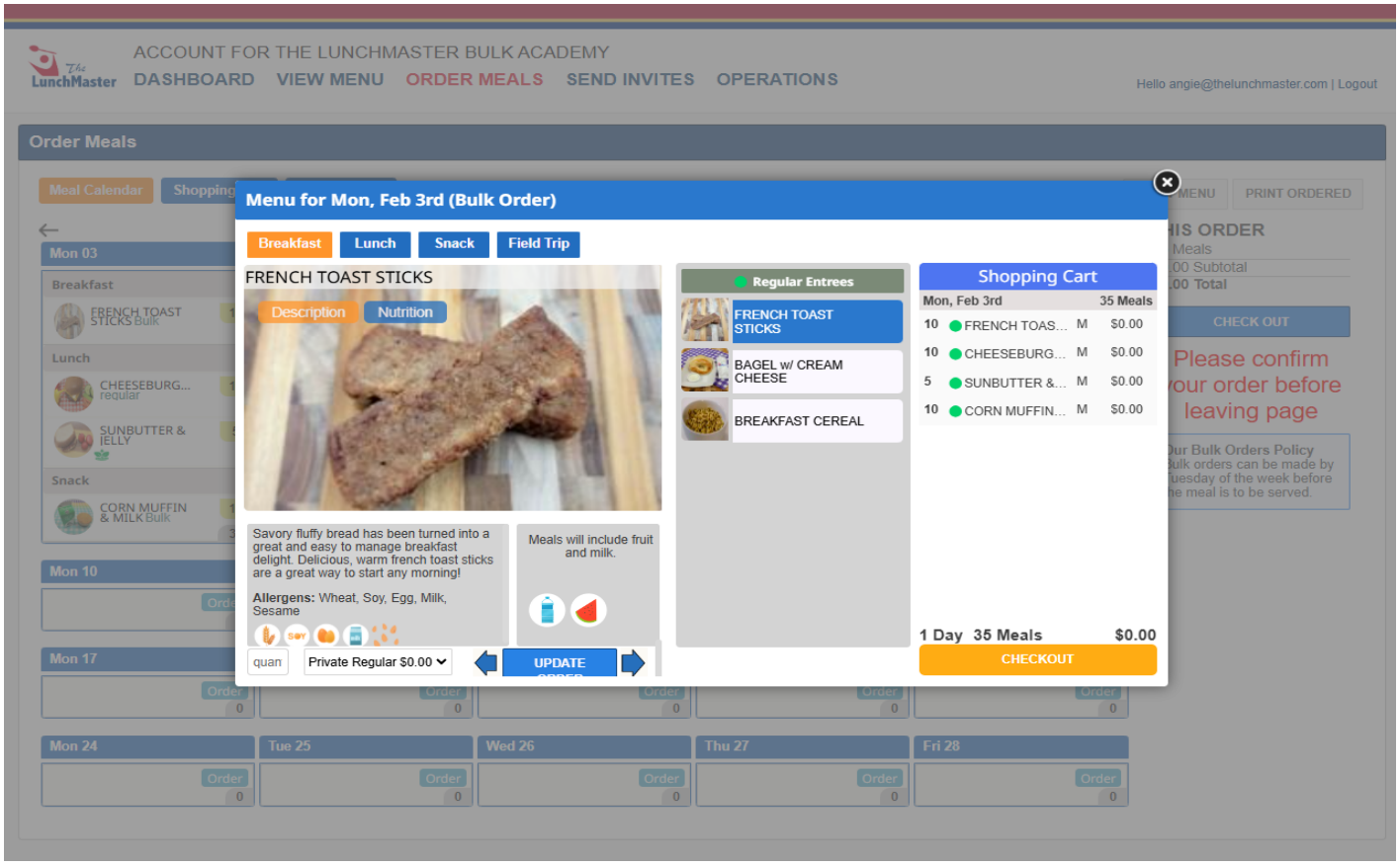
THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Placing Orders

Description of services: Placing orders continued

Step 5. After step 4, click on “Add to cart”. Repeat steps 4 and 5 for breakfast and snacks for the same day. (Note: not all schools order breakfast or snacks!) (You can order more than one option per day). Also we provide a youth supper menu. Repeat this step for the rest of the month.

Note you may order more than one option per day.

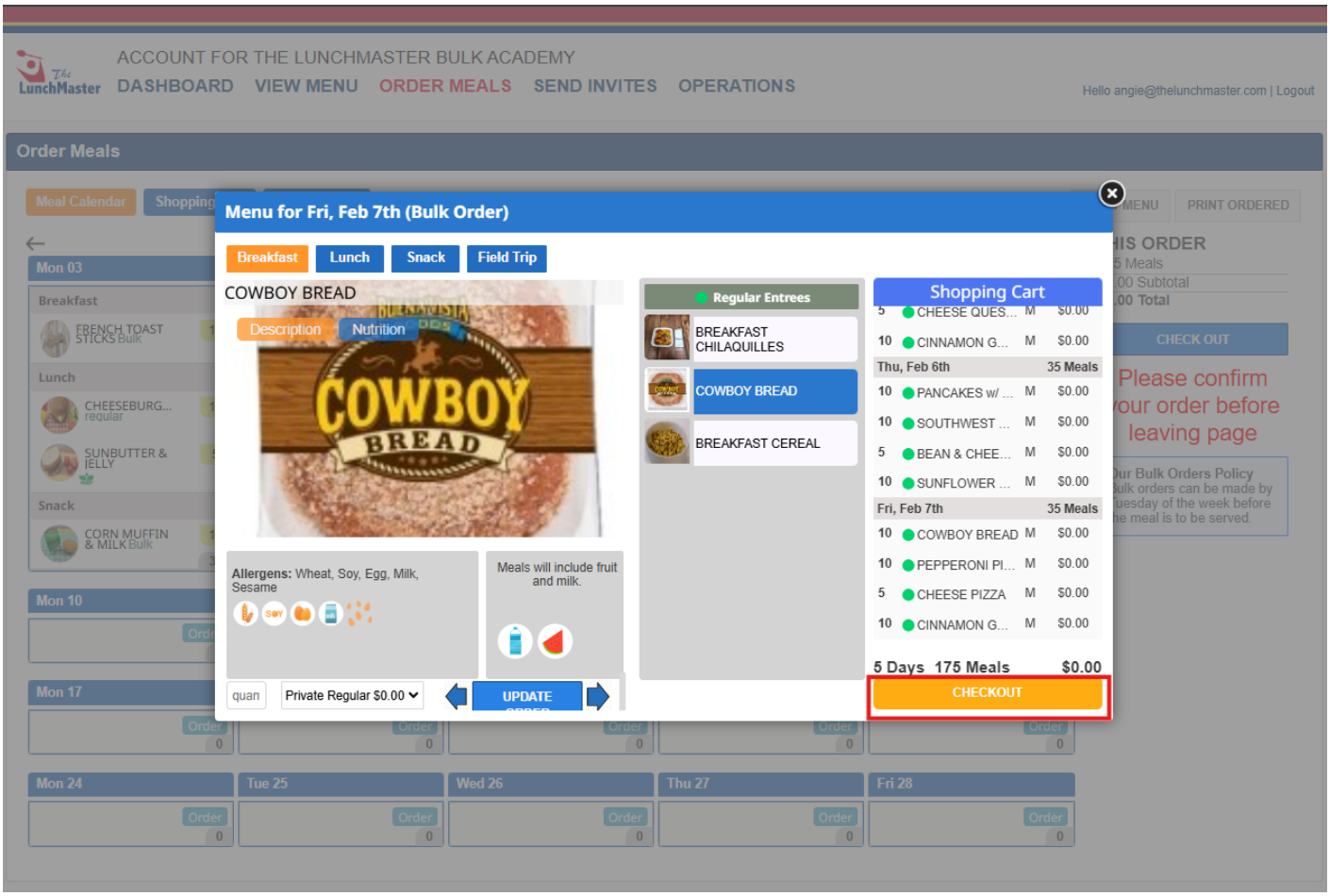


THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Placing Orders

Description of services: Placing orders continued

Step 6. After you are done adding all the orders to the shopping cart, click checkout.

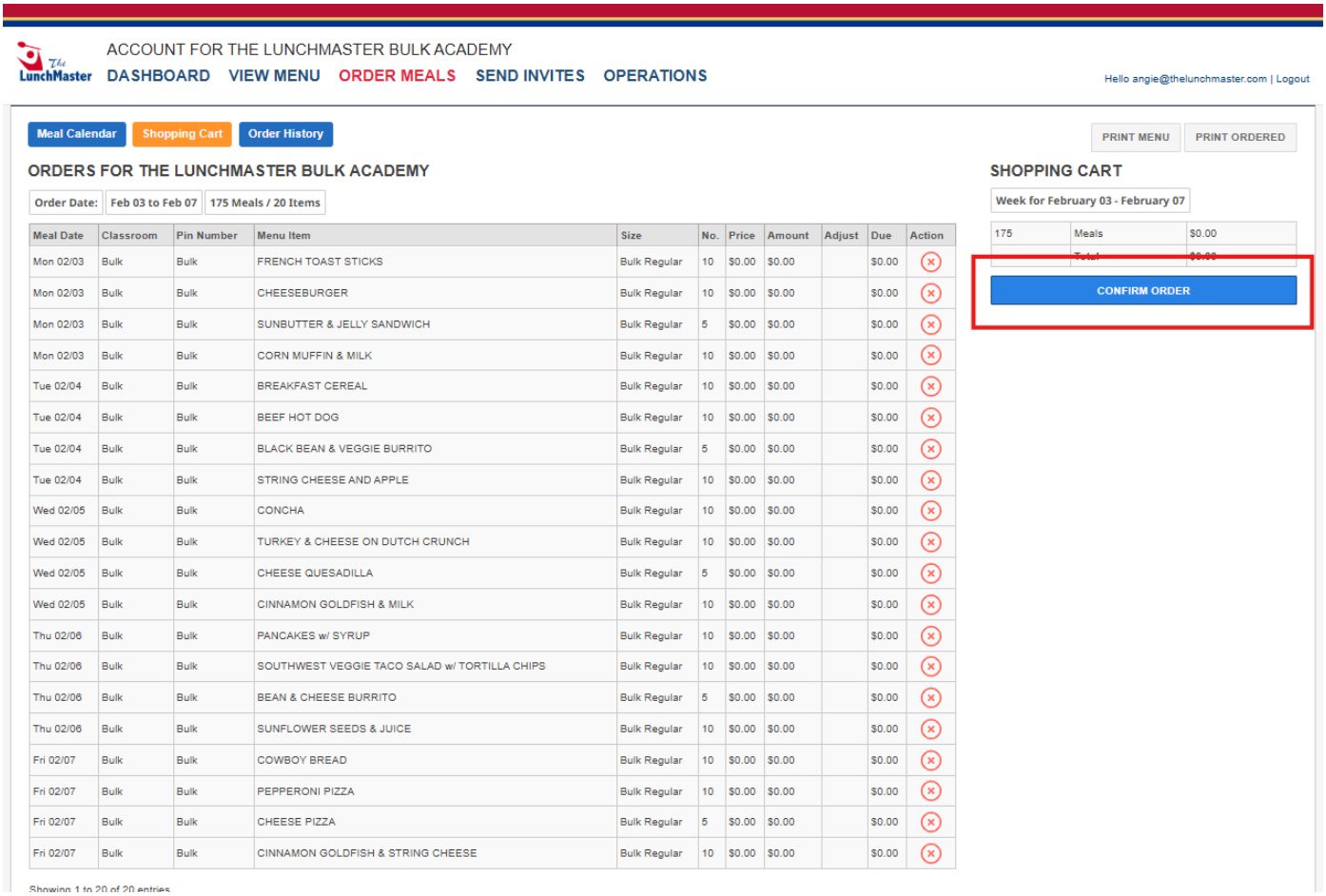


THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Placing Orders

Description of services: Placing orders continued

Step 7. On this screen double check all your orders and confirm your order on the right hand side.



Meal Date	Classroom	Pin Number	Menu Item	Size	No.	Price	Amount	Adjust	Due	Action
Mon 02/03	Bulk	Bulk	FRENCH TOAST STICKS	Bulk Regular	10	$0.00	$0.00		$0.00	
Mon 02/03	Bulk	Bulk	CHEESEBURGER	Bulk Regular	10	$0.00	$0.00		$0.00	
Mon 02/03	Bulk	Bulk	SUNBUTTER & JELLY SANDWICH	Bulk Regular	5	$0.00	$0.00		$0.00	
Mon 02/03	Bulk	Bulk	CORN MUFFIN & MILK	Bulk Regular	10	$0.00	$0.00		$0.00	
Tue 02/04	Bulk	Bulk	BREAKFAST CEREAL	Bulk Regular	10	$0.00	$0.00		$0.00	
Tue 02/04	Bulk	Bulk	BEEF HOT DOG	Bulk Regular	10	$0.00	$0.00		$0.00	
Tue 02/04	Bulk	Bulk	BLACK BEAN & VEGGIE BURRITO	Bulk Regular	5	$0.00	$0.00		$0.00	
Tue 02/04	Bulk	Bulk	STRING CHEESE AND APPLE	Bulk Regular	10	$0.00	$0.00		$0.00	
Wed 02/05	Bulk	Bulk	CONCHA	Bulk Regular	10	$0.00	$0.00		$0.00	
Wed 02/05	Bulk	Bulk	TURKEY & CHEESE ON DUTCH CRUNCH	Bulk Regular	10	$0.00	$0.00		$0.00	
Wed 02/05	Bulk	Bulk	CHEESE QUESADILLA	Bulk Regular	5	$0.00	$0.00		$0.00	
Wed 02/05	Bulk	Bulk	CINNAMON GOLDFISH & MILK	Bulk Regular	10	$0.00	$0.00		$0.00	
Thu 02/06	Bulk	Bulk	PANCAKES w/ SYRUP	Bulk Regular	10	$0.00	$0.00		$0.00	
Thu 02/06	Bulk	Bulk	SOUTHWEST VEGGIE TACO SALAD w/ TORTILLA CHIPS	Bulk Regular	10	$0.00	$0.00		$0.00	
Thu 02/06	Bulk	Bulk	BEAN & CHEESE BURRITO	Bulk Regular	5	$0.00	$0.00		$0.00	
Thu 02/06	Bulk	Bulk	SUNFLOWER SEEDS & JUICE	Bulk Regular	10	$0.00	$0.00		$0.00	
Fri 02/07	Bulk	Bulk	COWBOY BREAD	Bulk Regular	10	$0.00	$0.00		$0.00	
Fri 02/07	Bulk	Bulk	PEPPERONI PIZZA	Bulk Regular	10	$0.00	$0.00		$0.00	
Fri 02/07	Bulk	Bulk	CHEESE PIZZA	Bulk Regular	5	$0.00	$0.00		$0.00	
Fri 02/07	Bulk	Bulk	CINNAMON GOLDFISH & STRING CHEESE	Bulk Regular	10	$0.00	$0.00		$0.00	

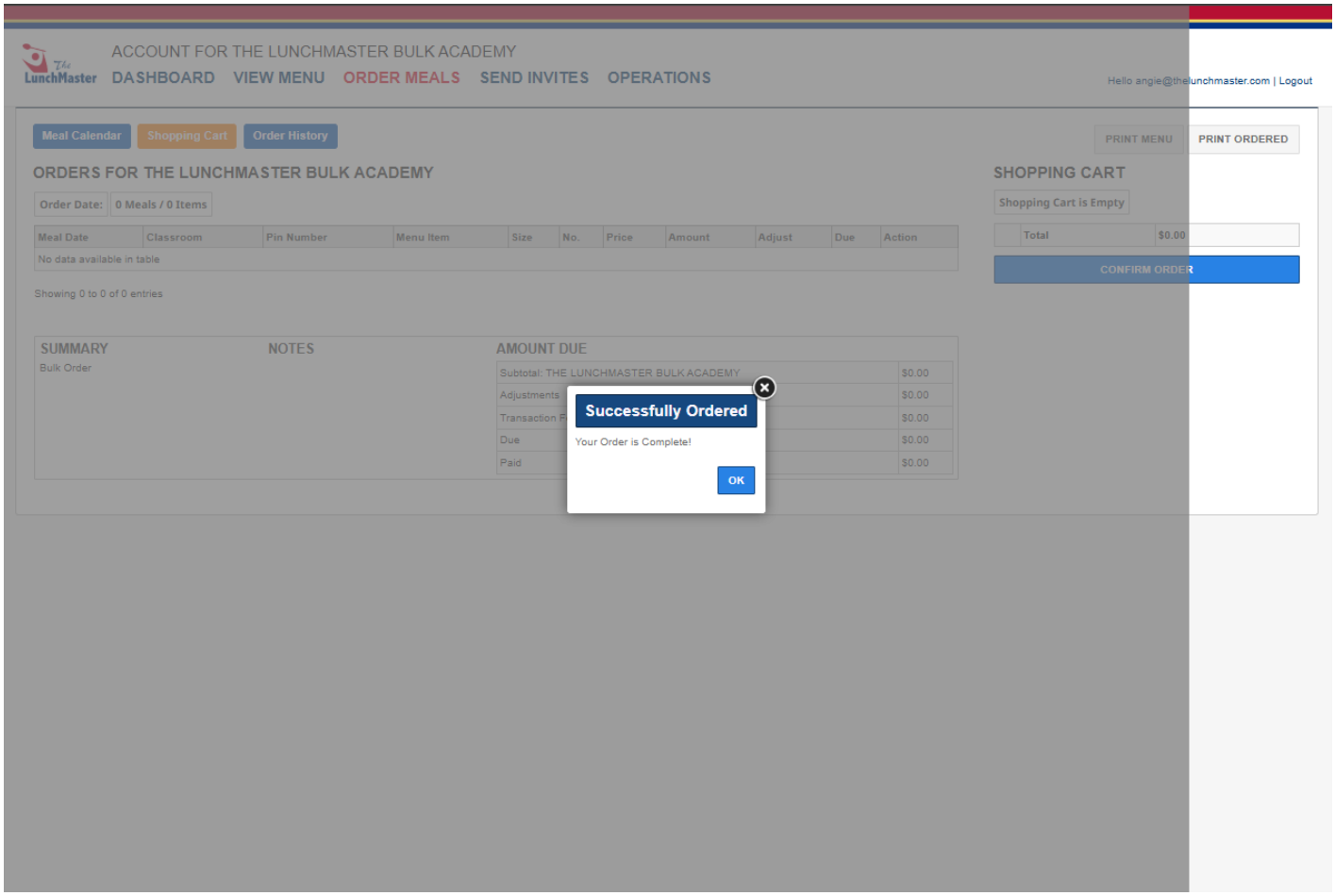
Showing 1 to 20 of 20 entries

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Placing Orders

Description of services: Placing orders continued

Step 8. Your screen should look like this after completing your order.



THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Cost Per Meal

Pricing Structure

We provide meals that are appealing, nutritionally sound, high-quality and healthy with a rotation of over 180 entrees, where every student is able to find a meal that they love each day.

Breakfast entrée includes:

- Two fresh fruits each day.
- A choice of cold beverage. Beverage options are: 1% white milk , fat free white milk, and fat free chocolate milk.

Lunch entrée includes:

- A choice of two fresh fruits and two fresh vegetables each day.
- A choice of a cold beverage: 1% white milk, nonfat chocolate milk, and nonfat white milk.
- Spork packet (including utensil and napkin).
- An assortment of condiments (ketchup, mustard, mayonnaise, taco sauce, and soy sauce.)

Field Trip Lunch includes:

- One fresh fruit and one fresh vegetable.
- 1% white milk, nonfat chocolate milk, or nonfat white milk.
- Spork packet (including utensil and napkin).

Snack includes:

- Two of the four meal components are served to meet the requirement of the After-School Snack Program.

Seamless Summer Feeding Option includes:

- We provide menu items similar to what is served during the school year, although the number of items on the menu may vary.

Other condiments available for Purchase:

Tajin (dependent upon availability)

Tapatio (dependent upon availability)

Cholula Sauce (dependent upon availability)

Also included:

- Audit and compliance support.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Sample Meal Delivery Report

BREAKFAST BULK DAILY DELIVERY REPORT - ALL PRODUCTS SHIP COLD

Monday, May 05, 2025
THE LUNCHMASTER ACADEMY - DEFAULT LOCATION

Pre-Ordered Meals #: 110
Total: 110

BREAKFAST ENTRÉES											Ordered: 110			Total Served:			
HOT MEALS	LUNCHMASTER WAREHOUSE						DRIVER		SCHOOL								
Menu item	Reg	Total	M/A OZ	Grain OZ	Temp & Time @ LM	Initials	Temp & Time @ School Campus	Initials	Temp & Time @ Service	Received #	Leftover #	Served #	Discard Time	Initials			
Melted Cheese Bagel	10	10	1.0	1.5	°F	am pm		°F	am pm		°F	am pm						
COLD MEALS																	
Breakfast Cereal	100	100	0.0	2.0	°F	am pm		°F	am pm		°F	am pm						
COLD SIDES	LUNCHMASTER WAREHOUSE						DRIVER		SCHOOL			Total Served:					
Item	Deliver Qty	Meal Pattern Contribution		Total	Temp & Time @ LM	Initials	Temp & Time @ School Campus	Initials	Temp & Time @ Service	Received #	Leftover #	Served #	Discard Time	Initials			
Drink																	
1% Milk	90.0%	8 oz.		99	°F	am pm		°F	am pm		°F	am pm						
Nonfat Milk	20.0%	8 oz.		22	°F	am pm		°F	am pm		°F	am pm						
Fruit																	
Apple Slices With Peel 2oz Per Bag	55.0%	½ cup		61	°F	am pm		°F	am pm		°F	am pm						
Oranges 138 Count	55.0%	½ cup		61	°F	am pm		°F	am pm		°F	am pm						

TIME:
Left Facility @:

Delivered @:

SIGNATURE:

School Signature / Date

Driver Signature / Date

PACKING NOTES:

Standard Portion Sizes are Meals: 1 each, Drinks: 8oz, Fruits: ½ cup

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Sample Meal Delivery Report

LUNCH BULK DELIVERY REPORT

The LunchMaster

Monday, May 05, 2025

THE LUNCHMASTER ACADEMY - DEFAULT LOCATION

Pre-Ordered Meals #: 150

H/C Drop: **Total: 150**

ALL ENTRÉES												Ordered: 150			Total Served:			
HOT MEALS	LUNCHMASTER WAREHOUSE								DRIVER			SCHOOL						
Menu item	Small	Reg	Large	Total	M/A OZ	Grain OZ	Temp & Time @ LM	Initials	Temp & Time @ School Campus	Initials		Temp & Time @ Service	Received #	Leftover #	Served #	Discard Time	Initials	
Hamburger	-	100	-	100	2.0	2.0	°F am pm		°F am pm			°F am pm						
COLD MEALS																		
Sbj Sammie	-	50	-	50	2.0	2.0	°F am pm		°F am pm			°F am pm						
COLD SIDES	LUNCHMASTER WAREHOUSE								DRIVER			SCHOOL			Total Served:			
Item	Deliver Qty	Meal Pattern Contribution		Total			Temp & Time @ LM	Initials	Temp & Time @ School Campus	Initials		Temp & Time @ Service	Received #	Leftover #	Served #	Discard Time	Initials	
Drink																		
1% Milk	90.0%	8 oz.		135			°F am pm		°F am pm			°F am pm						
Nonfat Chocolate Milk	15.0%	8 oz.		23			°F am pm		°F am pm			°F am pm						
Fruit																		
Apple Slices, With Peel 2 Oz Per Bag	15.0%	½ cup		23			°F am pm		°F am pm			°F am pm						
Oranges 138 Count	45.0%	½ cup		68			°F am pm		°F am pm			°F am pm						
Veggie																		
Baby Carrots 2.5 Oz Per Bag	45.0%	½ cup		68			°F am pm		°F am pm			°F am pm						
Celery Sticks 2.3 Oz Per Bag	15.0%	½ cup		23			°F am pm		°F am pm			°F am pm						

TIME:
Left Facility @:

Delivered @:

SIGNATURE:

School Signature / Date

Driver Signature / Date

PACKING NOTES:

Standard Portion Sizes are Meals: 1 each, Drinks: 8oz, Fruits: ½ cup

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Meal Service Deliveries

The LunchMaster process to ensure on-time and accurate deliveries for all meal services.

The LunchMaster Logistics' team carefully set up the Delivery routes based on several factors such as distance, the number of meals to be delivered, and the best time for the designated site contact person to meet the Delivery Driver. All deliveries are scheduled and completed by 9:30 am, while allowing for the four-hour window requirement from delivery to meal service. The LunchMaster works closely with each school site to have a smooth delivery process. We discuss with each school prior to the start of each school year what their exact needs are, for example not delivering during carpool time, entering through a locked gate, and providing us with the proper lock code, etc. Each school is uniquely operated, and we focus on collaborating with each school to ensure our deliveries are accurate, convenient, and on time.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Plan for Unanticipated School Closures

Depending on the current state of Shelter in Place in the Bay Area and any existing regulations for schools that will require meal service to be adjusted, we are prepared.

If schools service lines remain the same, The LunchMaster entrées and side components are packed into individual containers. We will work with each site and the Nutrition Clerks to ensure the lines flow and students are served quickly.

•If schools are required to maintain a student distance of 6'during meal service times, we have a contingency plan known as ROAR—Rapid Operations Action Response, which is our SOP (Standard Operating Procedure) that defines the actions to take both on the school site and within The LunchMaster facility in the event that students are unable to visit the cafeteria line to pick up their meal.

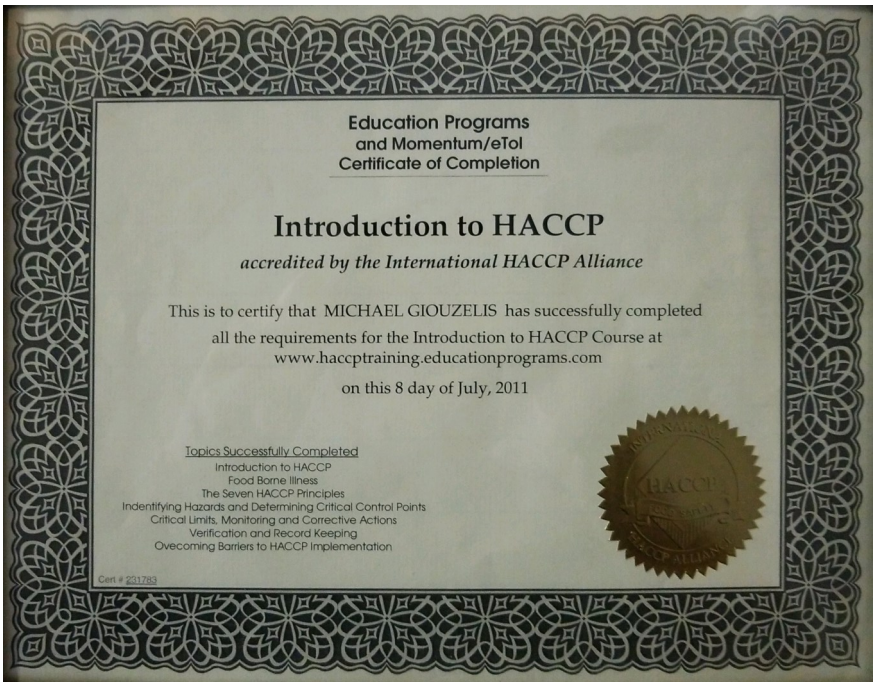
•The LunchMaster has the capacity and the ability to pivot quickly in case of an unanticipated school closure. We are able to deliver the daily meals for the day in question and assist the school staff in distribution. For closures lasting longer than one day or for remote learning the LunchMaster has the ability to pack compliant meals for an entire week. We would implement our ROAR—Rapid Operations Action Response Menu allowing the student to choose either a Meat Eater Meal Kit for one week or a Vegetarian Meal Kit for one week. We are able to deliver the Meal Kits to the School and have the parents do a drive through and pick up their students meals for an entire week. Each Meal Kit will include their main entrée choice, vegetable, fruit, and milk, along with a snack, if a snack is ordered.

•Our SOAR Staffing plan will remain in place.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

HACCP & ServSafe Certifications

HACCP & ServSafe Certifications



Education Programs
and Momentum/eTol
Certificate of Completion

Introduction to HACCP

accredited by the International HACCP Alliance

This is to certify that MICHAEL GIOUZELIS has successfully completed all the requirements for the Introduction to HACCP Course at www.haccptraining.educationprograms.com

on this 8 day of July, 2011

Topics Successfully Completed
Introduction to HACCP
Food Borne Illness
The Seven HACCP Principles
Indentifying Hazards and Determining Critical Control Points
Critical Limits, Monitoring and Corrective Actions
Verification and Record Keeping
Ovecoming Barriers to HACCP Implementation

Cert # 231783



ServSafe
National Restaurant Association

ServSafe®
CERTIFICATION

MICHAEL GIOUZELIS

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)–Conference for Food Protection (CFP).

10742
EXAM FORM NUMBER

12/11/2020
DATE OF EXAMINATION

12/11/2025
DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

ANSI
ACCREDITED PROGRAM
#0655

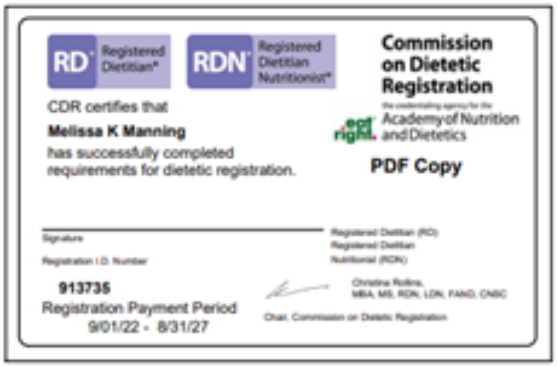
Sherrai Brown
Executive Vice President, National Restaurant Association Solutions

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment D: Professional Standards

Professional Standards Certifications

Credentials from The LunchMaster's Registered Dietitian, Melissa Manning


RD Registered Dietitian® RDN Registered Dietitian Nutritionist®

Commission on Dietetic Registration

CDR certifies that

Melissa K Manning

has successfully completed requirements for dietetic registration.

Academy of Nutrition and Dietetics

PDF Copy

Signature

Registration I.D. Number

913735

Registration Payment Period

9/01/22 - 8/31/27

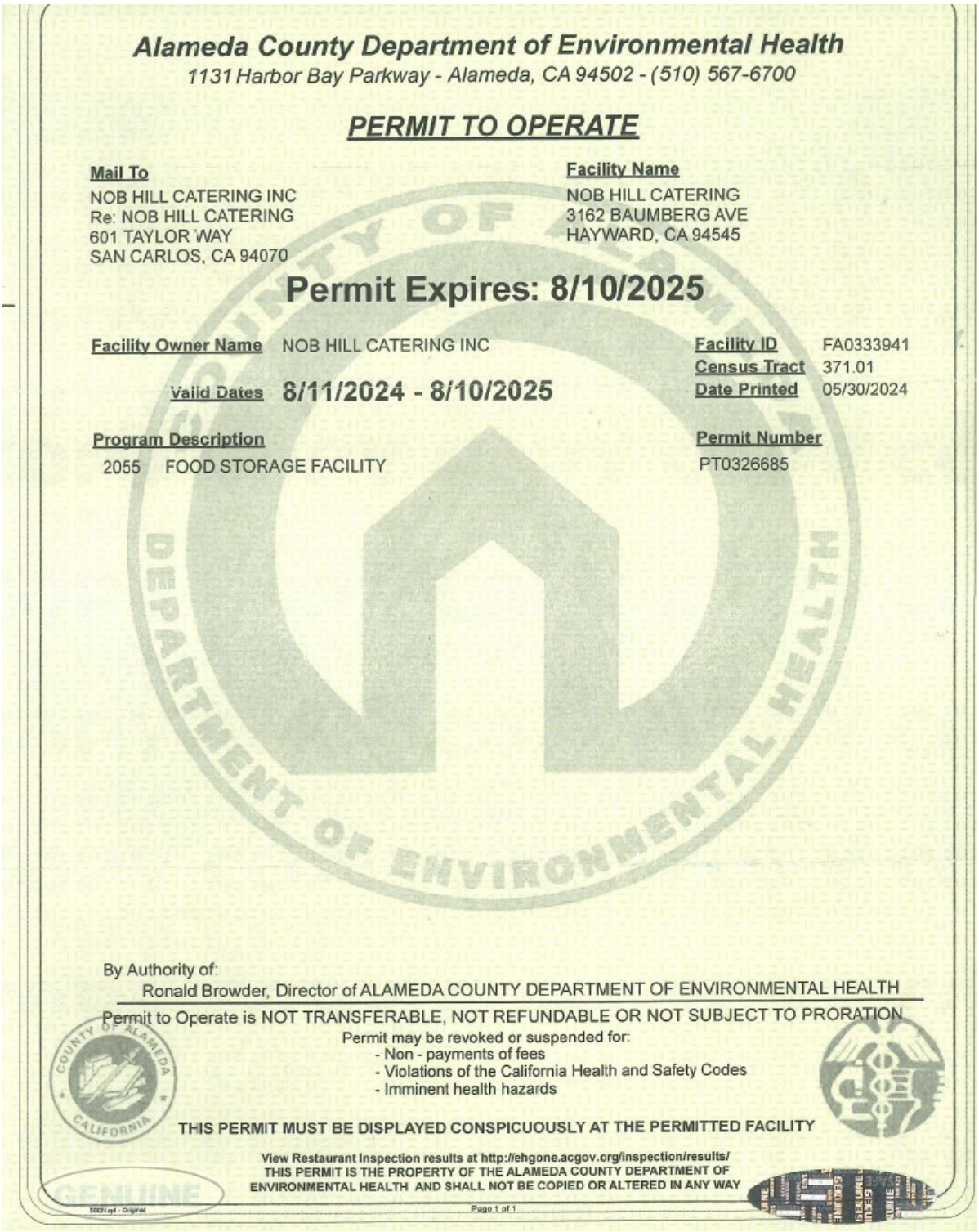
Registered Dietitian (RD) Registered Dietitian Nutritionist (RDN)

Christine Rollins, MBA, MS, RDN, LDN, FAND, CNSC

Chair, Commission on Dietetic Registration

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

County Operating Permit



Alameda County Department of Environmental Health
1131 Harbor Bay Parkway - Alameda, CA 94502 - (510) 567-6700

PERMIT TO OPERATE

Mail To
NOB HILL CATERING INC
Re: NOB HILL CATERING
601 TAYLOR WAY
SAN CARLOS, CA 94070

Facility Name
NOB HILL CATERING
3162 BAUMBERG AVE
HAYWARD, CA 94545

Permit Expires: 8/10/2025

Facility Owner Name NOB HILL CATERING INC

Valid Dates 8/11/2024 - 8/10/2025

Facility ID FA0333941
Census Tract 371.01
Date Printed 05/30/2024

Program Description
2055 FOOD STORAGE FACILITY

Permit Number
PT0326685

By Authority of:
Ronald Browder, Director of ALAMEDA COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

Permit to Operate is NOT TRANSFERABLE, NOT REFUNDABLE OR NOT SUBJECT TO PRORATION

Permit may be revoked or suspended for:
- Non - payments of fees
- Violations of the California Health and Safety Codes
- Imminent health hazards

THIS PERMIT MUST BE DISPLAYED CONSPICUOUSLY AT THE PERMITTED FACILITY

View Restaurant Inspection results at http://ehgone.acgov.org/inspection/results/
THIS PERMIT IS THE PROPERTY OF THE ALAMEDA COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH AND SHALL NOT BE COPIED OR ALTERED IN ANY WAY

Page 1 of 1

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

The LunchMaster

Business License

CITY OF HAYWARD

777 B ST
HAYWARD, CA 94541

IN CONFORMITY WITH THE HAYWARD MUNICIPAL CODE THIS

BUSINESS LICENSE

IS HEREBY GRANTED TO :

NOB HILL CATERING INC
THE LUNCHMASTER
3162 BAUMBERG AVE
HAYWARD, CA 94545-4434

Expiration Date: 12/31/2025

This license is valid only at the above address for the listed period. The term "license" shall not be construed to mean a permit. The fees paid for the license constitute a tax for revenue purposes and are not regulatory permit fees. Payment of this tax, its acceptance by City of Hayward, and the issuance of this Business License do not entitle the receipt holder to carry on any business unless that business complies with all applicable laws.

POST IN A CONSPICUOUS PLACE - NOT TRANSFERABLE

Business License Acccunt # : 315240

Owner/Officer Name(s) : TED GIOUZELIS, MARIE GIOUZELIS

Category : Sales and/or Services

Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to public. You may obtain information about your legal obligations and how to comply with disability access laws at the following agencies:
The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx
The Department of Rehabilitation at www.rehab.cahwnet.gov
The California Commission on Disability Access at www.ccda.ca.gov

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Clean Air Act

Vendor Obligations

Contracts in excess of the simplified acquisition threshold (currently set at $250,000) must address administrative, contractual, or legal remedies in instances where the vendor violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Reference: 2 C.F.R. § 200.326 and 2 C.F.R. 200, Appendix II, required contract clauses.

The vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to this contract.

The Vendor, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Breach
A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a vendor and subcontractor as provided in 29 C.F.R. § 5.12.

Fraud and False Statements
The Vendor understands that, if the project which is the subject of this Contract is financed in whole or in part by federal funds, that if the undersigned, the company that the Vendor represents, or any employee or agent thereof, knowingly makes any false statement, representation, report or claim as to the character, quality, quantity, or cost of material used or to be used, or quantity or quality work performed or to be performed, or makes any false statement or representation of a material fact in any statement, certificate, or report, the Vendor and any company that the Vendor represents may be subject to prosecution under the provision of 18 USC §1001 and §1020.

Environmental Protection
(This clause is applicable if this Contract exceeds $150,000. It applies to Federal-aid contracts only.) The Vendor is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the FHWA and to the U.S. EPA Assistant Administrator for Enforcement.

Procurement of Recovered Materials
In accordance with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), State agencies and agencies of a political subdivision of a state that are using appropriated Federal funds for procurement must procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired in the preceding fiscal year exceeded $10,000; must procure solid waste management services in a manner that maximizes energy and resource recovery; and must have established an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Vendor Signature: 

Vendor Name: Mike Giouzelis

Date: 05/30/2025

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

The LunchMaster

Certificate of Liability Insurance

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2024

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

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

PRODUCER	CONTACT NAME: Sarah Mattos	
DHW Insurance Brokers	PHONE (A/C, No, Ext): (650) 858-2375	FAX (A/C, No): (650) 858-1023
License # : 0281413	E-MAIL ADDRESS: smattos@dhw-ins.com	
PO Box 4306	INSURER(S) AFFORDING COVERAGE	NAIC #
Walnut Creek CA 94596	INSURER A : Sentinel Ins. Company, LTD	11000
INSURED	INSURER B : Hartford Casualty Insurance Co	29424
Nob Hill Catering, Inc.	INSURER C :	
dba: The Lunch Master	INSURER D :	
3162 Baumberg Ave	INSURER E :	
Hayward CA 94545-4434	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 24-25 ALL REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			57SBABO6389	09/03/2024	09/03/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			57SBABO6389	09/03/2024	09/03/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57SBABO6389	08/23/2024	08/23/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Property			57SBABO6389	09/03/2024	09/03/2025	TIB, RC, Special Business Personal Prop. Business Personal Prop.	$528,990 Taylor $988,000 Taylor $269,900 Baumbe

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

CERTIFICATE HOLDER	CANCELLATION
Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Notices and Emergency Notifications

Notices

All notices, consents, waivers, or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid to the address as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner)

SFA: Making Waves Academy

Vendor: The LunchMaster

If such notice is received as above, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person.

Emergency Notifications:

The SFA shall notify Vendor personnel of any interruption in utility service of which it has knowledge.

Notification will be provided to:

Name: Mike Giouzelis
Title: General Manager
Telephone number: 650-596-8008 Extension: 1111
Alternate telephone number: 650-922-7141
LunchMaster@thelunchmaster.com

The SFA shall notify Vendor personnel of any delay in the school day start or the closing of school(s) due to snow or other emergency situations.

Notification will be provided to:

Name: Mike Giouzelis
Title: General Manager
Telephone number: 650-596-8008 Extension: 1111
Alternate telephone number: 650-922-7141
LunchMaster@thelunchmaster.com

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Buy American Provision Certification Form for Food Purchases

Buy American Provision (7 *CFR*, sections 210.21[d] and 220.16[d]; U.S. Department of Agriculture Policy Memorandum SP 38-2017)

Schools participating in the federal school meal programs are required to purchase domestic commodities and products for school meals to the maximum extent practicable. Domestic commodity or product means an agricultural commodity that is produced in the US and a food product that is processed in the US substantially (at least 51 percent) using agricultural commodities that are produced in the US.

Domestic commodities or products are defined as agricultural commodities (i.e., meat/meat alternate, grain, fruit, vegetable, and fluid milk) or processed products (i.e., processed food product that includes components that contribute to a reimbursable meal, such as a chicken patty that contains an M/MA and grain component) that are processed in the United States using substantial agricultural commodities that are produced in the United States. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States.

All **creditable** food products must comply with the Buy American Provision requirement in 7 *CFR*, sections 210.21(d) and 220.16(d). **Note:** The SFA is not required to adhere to the domestic requirement for foods that are not creditable food components, such as for spices, oils, or condiments.

Exceptions to the Buy American Provision will be used as a last resort and are only allowable for one of the two exceptions listed below and outlined in further detail in the USDA Policy Memorandum SP 38-2017: Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program.

- The product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, such as bananas or pineapples.
- Competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product.

Vendors/distributors must document and inform the SFA of exceptions to the Buy American Provision requirement *prior* to delivery of the nondomestic commodity or product. Exceptions must be provided in writing and approved by the Child Nutrition Director prior to delivery.

The vendor must include all food products bid by the company that do not meet the definition of "domestic".

California Senate Bill 490 is effective on January 1, 2024. This new law applies to local educational agencies (LEAs) who operate the School Nutrition Programs in California and receive more than $1,000,000 in annual federal meal reimbursement (includes the National School Lunch Program (NSLP), School Breakfast Program (SBP), and the Afterschool meal supplement (AMS)).

The LEA and the Food Service Management Company receiving the contract award must only purchase agricultural products grown, packed, or processed domestically unless any of the following applies:

1. The bid or price of the nondomestic agricultural food product is more than 25 percent lower than the bid or price of the domestic agricultural food product.
2. The quality of the domestic agricultural food product is inferior to the quality of the agricultural food product grown, packed, or produced non-domestically.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Buy American Provision Certification Form for Food Purchases Continued

3. The agricultural food product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality to meet the needs of the public institution.

   An "Agricultural food product" is defined as a fresh or processed product, including fruits, nuts, vegetables, herbs, mushrooms, dairy, shell eggs, honey, grains, livestock meats, poultry meats, and fish, including shellfish.

Further, **Assembly Bill 778** amends California Food and Agriculture Code (FAC) Section 58595(a) by removing the requirement that school districts must accept the bid or price of a California grown agriculture product if the price does not exceed more than 5 percent of the lowest bid or an agriculture product produced outside of the state. In addition, this law adds LEAs to FAC Section 58595(c) which requires LEAs to accept a bid or price for that agricultural food product when it is grown in California before accepting a bid or price for a domestic agricultural food product that is grown outside the state, when both of the following are met:

1. The bid or price of the California-grown agricultural food product does not exceed the lowest bid or price for a domestic agricultural food produced outside the state.

2. The quality of the California-grown agricultural food product is comparable to that domestic agricultural food product produced outside the state.

The FSMC must provide the LEA with the appropriate documentation demonstrating compliance with Senate Bill 490 and Assembly Bill 778.

This document must be signed and included as a part of the bid.

The LunchMaster

Mike Giouzelis
General Manager

May 30, 2025

SFA Name: Making Waves Academy

Signature: _____

Title: _____

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Addendum to the Vended Meals Agreement for Participation in USDA Foods Program

Addendum to the Vended Meals Agreement for Participation in USDA Foods Program

This is an addendum to the "Vended Meals Agreement" for the purpose of participation in the USDA Foods Program. By signing this addendum to the "Vended Meals Agreement for Participation in the USDA Foods Program," SFA and Vendor, as defined in the Vended Meals Agreement agree to the following:

USDA Foods

2. Any USDA Foods received (when the foods arrive at the SFA's kitchen, SFA's storage facility, or Vendor storage facility in either raw form or in processed end products) by the SFA and made available to the Vendor must accrue solely to the benefit of USDA Child Nutrition programs if applicable, and shall be fully utilized therein. The Vendor shall have records available to substantiate that the full value of all USDA Foods is used solely for the benefit of the SFA.
3. The SFA shall retain title to all USDA Foods.
4. USDA Foods allocated to the SFA will be delivered to and utilized by the Vendor equitably for lunches served to students at the SFA.
5. **Vendor Responsibility**—the Vendor will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 210, 220, 225, 226, and 250 as applicable. This will include but is not limited by the following;
   a. The Vendor must credit the SFA for the value of all USDA Foods received for use in the SFA's meal service in the school year or fiscal year (including both entitlement and bonus foods), and including the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a);
   b. The Vendor must credit the SFA for all discounts or rebates for USDA Foods purchases made on its behalf. All refunds received from processors must be retained by the nonprofit SFA account.
   c. The Vendor shall provide the method and frequency by which crediting will occur, and the means of documentation to be utilized to verify that the value of all USDA Foods has been credited;
   d. The Vendor shall use the USDA Foods values as posted on CDE's USDA Foods website including the value of bonus USDA Foods;
   e. The Vendor shall be responsible for activities related to USDA Foods in accordance with 7 CFR 250.50(d), and must assure that such activities are performed in accordance with the applicable requirements in 7 CFR part 250;
   f. The Vendor will use all USDA Foods ground beef and ground pork products, and all processed end products, without substitution, in the SFA's food service;
   g. The Vendor will use all other USDA Foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in the SFA's food service;
   h. The Vendor will not itself enter into the processing agreement with the processor required in subpart C of 7 CFR part 250;
   i. The Vendor will comply with the storage and inventory requirements for USDA Foods;
   j. The Vendor will ensure that its system of inventory management will not result in the SFA being charged for USDA Foods;
   k. The Vendor will maintain records to document its compliance with requirements relating to USDA Foods, in accordance with 7 CFR 250.54(b);
   l. The Vendor shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods;
   m. The Vendor shall accept and use USDA Foods in as large quantities as may be efficiently utilized in the SFA's nonprofit food service, subject to approval of the SFA. The SFA shall consult with the Vendor in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA;
   n. The Vendor shall account for all USDA Foods separately from purchased foods. The Vendor is required to maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods. Failure by the Vendor to maintain the required records under this agreement shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
   o. Vendor shall order only those USDA Foods that can be incorporated into its meals.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Summary and Agreement Page

PROPOSAL SUMMARY AND AGREEMENT PAGE

Making Waves Academy

This document contains a solicitation for the furnishing of meals for a nonprofit food service program for the period beginning 7/1/2025, and ending 6/30/2026, and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the Contract between the Vendor and the school food authority (SFA)/Sponsor.

The Vendor certifies that all terms and conditions within the bid shall be considered a part of the contract as of incorporated therein. This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

The Vendor shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the solicitation/Contract.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA COMMODITIES WILL BE RECEIVED

MEAL	UNIT (1)	RATE (2)	Total (3)
Reimbursable Lunch-School Food Service (SFS) K-8	43,560	$3.50	$152,460.00
Reimbursable Lunch-School Food Service (SFS) 9-12	36,360	$3.75	$136,350.00
Reimbursable Breakfasts	26,649	$2.35	$62,625.15
Reimbursable After-School Snack	39,060	$1.10	$42,966.00
Reimbursable SSO Breakfast (If different than above)		$2.60	
Reimbursable SSO Lunches (If different than above)		$4.10	
Additional pricing: Salad Bars Components - Price Per Serving K-8		$4.00	
Additional pricing: Salad Bars Components - Price Per Serving 9-12		$4.25	
Additional pricing: Fruit Bar Components - Price Per Serving K-8		No Extra Charge	
Gluten-Free meal not accompanied by a medical statement K-8		$3.50	
Gluten-Free meal not accompanied by a medical statement 9-12		$3.75	
Special Event Onsite Cooking-Depending on the Event Range is:		$4.00-$5.00	
Smart Slice Third-Party Pizza	N/A	N/A	N/A
Premium Cut Fruit			
TOTAL ESTIMATED AMOUNT OF PROPOSAL			$394,401.15

- 1 - To be completed by SFA/Sponsor
- 2 - All rates to be completed by VENDOR
- 3 - To be completed by VENDOR - all totals must be carried out to the second decimal place and must not be rounded
- * No items sold to the SFA/Sponsor by the VENDOR can be charged a rate other than the rates on this Proposal Agreement Page

Name of Vendor: Nob Hill Catering, DBA The Lunch Master

Address: 3162 Baumberg Avenue, Hayward, CA 94545

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Summary and Agreement Page Continued

By submission of this proposal, the vendor certifies that in the event the vendor receives an award under this solicitation, the VENDOR shall operate in accordance with all current applicable state and federal regulations. The vendor understands that the VENDOR cannot charge any fees other

than the meal cost as indicated above for the number of meals served. The VENDOR will not charge late fees, charge for meals delivered, supplies, etc. The vendor also understands that this is a fixed-price contact and the price charged to the SFA cannot be changed during the school year. If the VENDOR chooses to renew the contract for subsequent years, the price charged to the SFA can be no more than the CPI for Food Away from home for January in the year of the renewal.

5/30/2025		General Manager
Date [2]	Signature of VENDOR's Authorized Representative [2]	Title [2]

ACCEPTANCE OF THE CONTRACT:

Name of School Food Authority/Sponsor [1]

Date [1]	Signature of Authorized SFA/Sponsor Representative [1]	Title

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment A: SFA/Sponsor Site

ATTACHMENT A: SFA/SPONSOR SITE/BUILDING LISTING – GENERAL DATA

(To be completed by the SFA/Sponsor)

SITE and ADDRESS	ENROLLMENT	GRADE LEVELS[1]	BREAKFAST Service	LUNCH	Participation Percentage				
					BREAKFAST	LUNCH	SNACK	SUPPER	
Making Waves Academy Middle School - 4285 Lakeside Drive, Richmond, CA 94806	527	5-8	8:00 am	11:10 am	15%	46%	26%		
Making Waves Academy Upper School - 4155 Lakeside Drive, Richmond, CA 94806	534	9-12	8:00 am	12:25 pm	13%	38%	15%		

- Serving times will vary by site and are not yet finalized

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment B: Menu Requirements

ATTACHMENT B: DETAILED MENU REQUIREMENTS

The School Food Authority/Sponsor is requesting each Vendor proposal to include the following:

A. All grain products served must meet the whole grain-rich requirements (8.0 grams per oz. equivalent).
B. No mechanically separated meat allowed.
C. Deep frying is not allowed.
D. Only products with little added and natural sugar are allowed.
E. Processed cheese with additives and fillers (ex: American cheese) is not allowed.
F. All milk served must be rBST or rGBH free as declared by the manufacturer.
G. Choice
    a. Meals must reflect variety over the week.
    b. Number of Entrée Choices to be offered at Breakfast:
        i. Min 2x
    c. Number of Entrée Choices to be offered at Lunch:
        i. Min 2x
        ii. A daily Vegetarian Lunch Entrée Option must be offered if the entrée on the menu is not vegetarian.
H. Field trip meals must meet the appropriate meal pattern and can be transferred offsite
I. Fruit
    a. Two varieties of fruit must be used at breakfast to comprise the one cup of fruit offered for all grade groups
    b. Two varieties of fruit must be used at lunch to comprise the one cup of fruit offered for the 9-12 grade group
J. Freshness
    a. Fresh, less processed food preparation methods are encouraged.
K. **Appropriate napkins, utensils, condiments must be included in per-meal price.**

Optional and Preferred - Additional pricing may be submitted:

A. Salad Bars Components - Price Per Serving
B. Smart Slice Third-Party Pizza
C. Gluten-Free meals not accompanied by a medical statement
D. Compostable Packaging (include in per meal price)
E. Premium Cut Fruit
F. Special Event Onsite Cooking

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment B:
Breakfast Menu All Grades
21-Day Cycle Menu

THE LUNCHMASTER ACADEMY

MARCH

The LunchMaster

BREAKFAST K-12 2024-2025

Monday	Tuesday	Wednesday	Thursday	Friday
3 - French Toast Sticks - Bagel W/ Cream Cheese - Breakfast Cereal	4 - Scrambled Eggs W/ Muffin - Breakfast Scone - Breakfast Cereal	5 - Maple Chicken Biscuit - Concha - Breakfast Cereal	6 - Pancakes W/ Syrup - Sunbutter & Jelly Sandwich - Breakfast Cereal	7 - Egg, Bacon & Cheese Scramble W/ Roll - Cowboy Bread - Breakfast Cereal
10 - Melted Cheese Bagel - Breakfast Muffin - Breakfast Cereal	11 - Breakfast Burrito - Bagel W/ Cream Cheese - Breakfast Cereal	12 - Scrambled Eggs W/ Biscuit - Apple Cinnamon Frudel - Breakfast Cereal	13 - Breakfast Bowl W/ Biscuit - Yogurt W/ Grahams - Breakfast Cereal	14 - Southwest Breakfast Burrito - String Cheese W/ Mini Muffin - Breakfast Cereal
17 - French Toast Sticks - Breakfast Scone - Breakfast Cereal	18 - Scrambled Eggs W/ Muffin - Bagel W/ Cream Cheese - Breakfast Cereal	19 - Maple Chicken Biscuit - Concha - Breakfast Cereal	20 - Egg & Cheese Burrito - Cinnamon Swirl - Breakfast Cereal	21 - Breakfast Chilaquilles - Breakfast Scone - Breakfast Cereal
24 - Melted Cheese Bagel - Bagel W/ Cream Cheese - Breakfast Cereal	25 - Breakfast Burrito - Breakfast Muffin - Breakfast Cereal	26 - Breakfast Bowl W/ Biscuit - Hard Boiled Egg W/ Mini Muffin - Breakfast Cereal	27 - Pancakes W/ Syrup - Cinnamon Raisin Bagel W/ Cream Cheese - Breakfast Cereal	28 - Denver Scramble Burrito - Cherry Frudel - Breakfast Cereal
31 - French Toast Sticks - Bagel W/ Cream Cheese - Breakfast Cereal	1 - Scrambled Eggs W/ Muffin - Concha - Breakfast Cereal	2 - Maple Chicken Biscuit - Bagel W/ Cream Cheese - Breakfast Cereal	3 - Pancake Bites - Sunbutter & Jelly Sandwich - Breakfast Cereal	4 - Egg, Bacon & Cheese Scramble W/ Roll - Cinnamon Raisin Bagel W/ Cream Cheese - Breakfast Cereal

Drinks

1% Milk, Nonfat Chocolate Milk, Nonfat Milk

This institution is an equal opportunity provider and employer

ALL BREAKFAST ENTREES INCLUDE A FRUIT AND MILK

VEGETARIAN

PERFECT COMBINATION OF NUTRITIOUS AND DELICIOUS

VEGAN

PLACE YOUR ORDER NOW!

(650) 596-8008 lunchmaster@thelunchmaster.com www.thelunchmaster.com

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment B:
K-8 NSLP Lunch Menu
21-Day Cycle Menu



THE LUNCHMASTER ACADEMY

MARCH

The LunchMaster

LUNCH K-8 & 9-12 2024-2025

Monday	Tuesday	Wednesday	Thursday	Friday
3 - Cheeseburger - Chicken Enchiladas - Pasta X Plosion! - Sbj Sammie - Cobb Salad Wrap - Bagel Kit	4 - Spaghetti W/ Beef Meatsauce - Beef Hot Dog - Black Bean & Veggie Burrito - Teriyaki Chicken Sushi Bowl - Cali Bistro Box - Bagel Kit	5 - Sesame Orange Chicken W/ Rice - Mr. Mike's Bbq Chicken Sandwich - Cheese Wrapadilla - Farmer's Market Chicken Salad W/ Dinner Roll - Turkey & Cheese On Dutch Crunch - Bagel Kit	6 - Chicken Nuggets W/ Olive Oil & Parmesan Pasta - Beef Chili W/ Cornbread - B& C Burrito - Hummus Rainbow Wrap - Southwest Veggie Taco Salad W/ Tortilla Chips - Bagel Kit	7 - Pepperoni Pizza - Cheese Pizza - Bbq Chicken W/ Rice Pilaf - Chicken Caesar Wrap - Italian Market Salad - Bagel Kit
10 - Hamburger - Pasta W/ Olive Oil & Parmesan Pasta - Curry Fried Rice - Sbj Sammie - Chicken Bacon Ranch Wrap - Bagel Kit	11 - Chicken Calzone - Beef Tamale W/ Mexican Rice - Veggie Chow Mein - Bbq Chicken Wrap - Athenian Chicken Salad W/ Pita Triangles - Bagel Kit	12 - Chicken Burrito - Chicken Chow Mein - Pasta W/ Marinara & Mozzarella - Yogurt Berry Parfait W/ Muffin - Pesto Caprece Salad - Bagel Kit	13 - Breaded Chicken Sandwich - Chicken Kapama W/ Olive Oil & Parmesan Pasta - Mac & Cheese - Tex Mex Bistro Box W/ Tortilla Chips - Turkey & Cheese Hoagie - Bagel Kit	14 - Pepperoni Pizza - Cheese Pizza - Bbq Chicken Pizza - Chicken Caesar Salad W/ Dinner Roll - Italian Deli Sub - Bagel Kit
17 - Bbq Cheeseburger - Greek Chicken W/ Rice Pilaf - Broccoli Cheddar Potato Bowl W/ Dinner Roll - Turkey & Cheese Sandwich - Chicken Caesar Wrap - Bagel Kit	18 - Beef Hot Dog - Bbq Chicken Pasta - Cheese Enchiladas - Sbj Sammie - Smoked Chicken Wrap - Bagel Kit	19 - Popcorn Chicken & Tater Bowl - Chicken Parm Hoagie - Pasta Primavera - Chicken Bacon Ranch Salad W/ Dinner Roll - Turkey & Cheese On Dutch Crunch - Bagel Kit	20 - Chicken & Rice Soup - Chicken Nuggets W/ Rice Pilaf - Cheese Ravioli W/ Marinara Sauce - Picnic Bistro Box - Cobb Salad Wrap - Bagel Kit	21 - Pepperoni Pizza - Cheese Pizza - Louisiana Jambalaya - Asian Chicken Wrap - Santa Fe Chicken Salad - Bagel Kit
24 - Hamburger - Boneless Buffalo Chicken Wings & Rice Pilaf - Veggie Fried Rice - Breaded Chicken Salad - Spicy Chicken Wrap - Bagel Kit	25 - Pesto Chicken Sandwich - Sweet And Sour Chicken - Cheesy Breadsticks W/ Marinara Sauce - Turkey & Cheese Sandwich - Sbj Sammie - Bagel Kit	26 - Buffalo Chicken Hoagie - Teriyaki Chicken W/ Rice & Veggies - Minestrone Soup & Roll - Yogurt Berry Parfait W/ Muffin - Chicken Pesto Wrap - Bagel Kit	27 - Breaded Chicken Sandwich - Western Wrap Up - Cheesy Bean Dip W/ Tortilla Chips - Confetti Bean And Rice Salad - Breaded Chicken Wrap - Bagel Kit	28 - Pepperoni Pizza - Cheese Pizza - Bbq Chicken Pizza - Chicken Caesar Salad W/ Dinner Roll - Turkey & Cranberry Sandwich - Bagel Kit

ALL MEALS COME WITH A CHOICE OF FRESH FRUIT OR FRESH VEGETABLE AND A DRINK

PERFECT COMBINATION OF NUTRITIOUS AND DELICIOUS

VEGETARIAN

VEGAN

PLACE YOUR ORDER NOW!

(650) 596-8008 lunchmaster@thelunchmaster.com www.thelunchmaster.com

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment B:
Snack Menu
21-Day Cycle Menu

THE LUNCHMASTER ACADEMY

MARCH

The LunchMaster

AFTERSCHOOL SNACK 2024 - 2025

Monday	Tuesday	Wednesday	Thursday	Friday
3 - Mjm Pizza Crackers W/ Juice - Mini Corn Muffin & Milk	4 - Vanilla Grahams & Milk - String Cheese And Apple	5 - Mini Muffin & Apple - Cinnamon Goldfish & Milk	6 - Hummus & Wheat Crackers - Sunflower Seeds & Juice	7 - Cinnamon Goldfish & String Cheese - Animal Crackers & Juice
10 - Pretzel Goldfish & Juice - String Cheese And Apple	11 - Cinnamon Goldfish & Milk - Mini Muffin & Apple	12 - Cheddar Goldfish And Juice - Grahams W/ Yogurt	13 - Sunflower Seeds & Juice - Mini Corn Muffin & Milk	14 - Granola Bar & Juice - Chocolate Belly Bears & Milk
17 - Cheddar Goldfish And Juice - Mjm Pizza Crackers W/ Juice	18 - String Cheese And Apple - Hummus & Wheat Crackers	19 - Cinnamon Goldfish & Milk - Mini Bagel W/ Sunbutter	20 - Sunflower Seeds & Juice - Mjm Chili Lime Crackers W/ Juice	21 - Sunflower Seeds & Juice - Vanilla Grahams & Milk
24 - Pretzel Goldfish & Juice - Cinnamon Belly Bears & Milk	25 - Grahams W/ Yogurt - Mini Blueberry Muffin & Apple	26 - Animal Crackers & Juice - Grahams W/String Cheese	27 - Chocolate Grahams & Milk - Granola Bar & Juice	28 - Cheddar Goldfish And Juice - Mini Corn Muffin & Milk
31 - Mini Bagel W/ Sunbutter - Mjm Chili Lime Crackers W/ Juice	1 - Vanilla Grahams & Milk - String Cheese And Apple	2 - Mini Muffin & Apple - Cinnamon Goldfish & Milk	3 - Hummus & Wheat Crackers - Sunflower Seeds & Juice	4 - Cinnamon Goldfish & String Cheese - Animal Crackers & Juice

Drinks

1% Milk, Nonfat Chocolate Milk, Nonfat Milk

This institution is an equal opportunity provider and employer

EACH SNACK COMES WITH 2 ITEMS/COMPONENTS

PERFECT COMBINATION OF NUTRITIOUS AND DELICIOUS

VEGETARIAN

VEGAN

PLACE YOUR ORDER NOW!

(650) 596-8008 | lunchmaster@thelunchmaster.com | www.thelunchmaster.com

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment C: School Calendar

There will also be a summer session which will be included in this Contract. The first day of Making Waves Academy (summer food service) is Tuesday, July 1, 2025. Enrollment will be 30 students. The SFA is open to a modified menu and delivery schedule given the low enrollment.

[Pending Approval] MWA Academic Calender_2025-2026



THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment D:
Site Equipment Summary

ATTACHMENT D: SCHOOL SITE EQUIPMENT SUMMARY

Sites included in this proposal
*Information below is subject to change

Site Name	Location Address	Equipment On-Site	
Making Waves Academy Middle School	4285 Lakeside Drive, Richmond, CA 94806	2x Reach in Freezers 3x Retherm ovens 2x Milk Coolers 2x Sliding Door Coolers 1x Reach in cooler	
Making Waves Academy Upper School	4155 Lakeside Drive, Richmond, CA 94806	1x Freezers 1x Walk-in Cooler 3x Retherm ovens 2x Milk Coolers 2x Sliding Door Coolers 1x Reach in cooler	

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment E: Equipment Needed

ATTACHMENT E: ADDITIONAL EQUIPMENT NEEDED

Based on the equipment provided by the SFA at each site, the vendor is to indicate any additional equipment that is needed to serve meals to students. This includes equipment to cool, heat, hold, and serve the food that is not currently owned by the SFA as listed in **Attachment D**. Please list all additional equipment needed at each site.

Upon expiration or termination of the Contract, it shall be the Vendor's responsibility to remove all Vendor-owned property and equipment within a timely manner and without damage to SFA facilities.

Site Name	Equipment Needed	Cost
Making Waves Academy Middle School		
Making Waves Academy Upper School		

Please provide the vendor's plan for assisting the SFA in obtaining the additional equipment needed to hold and serve meals at each site.

☐ The respondent will provide the equipment to the SFA at no charge
☐ The respondent will provide the equipment to the SFA at a rate of $ _____ per year
☐ The respondent will assist the SFA in purchasing the equipment needed using the vended company's price for equipment
☐ The respondent has no ability to assist the SFA in obtaining needed equipment to serve meals

Please provide any additional information needed to clarify your plan to assist the SFA with the equipment needed to hold and serve meals to students:

No additional Equipment Needed at this site.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment F: Piggyback Clause

ATTACHMENT F: PIGGYBACK CLAUSE

The SFA hereby declares its intent and authorization to make all contracts awarded under this Invitation to Bid "piggyback able" by other education agencies in the state pursuant to Public Contract Code Sections §20118 and § 20652.

Other SFA's participating in this bid shall be responsible for obtaining approval from their Boards of Education or other approving body of authority when necessary and shall hold the [The SFA] harmless from any disputes, disagreements or actions which may arise as a result of using this bid.

The District waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor.

Acceptance or rejection of this clause will not affect the outcome of this bid.

By signing below, Vendor agrees to allow other agencies (including public, private and charter schools districts) to purchase equipment and services using the same terms and conditions.

X YES - Option Granted

☐ NO - The Vendor Declines to Participate

5/30/2025	General Manager	Mike Giouzelis
Date	Signature/Title	Type or Print Name
The LunchMaster	3162 Baumberg Avenue	Hayward, CA 94545
Name of Company	Address	City and State

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment G: Buy American

ATTACHMENT G: BUY AMERICAN PROVISION CERTIFICATION FORM FOR FOOD PURCHASES

Making Waves Academy

The Buy American Provision (7 CFR Part 210.21(d)) requires School Food Authorities to purchase, to the maximum extent practical, domestically grown and processed foods. "Domestic" is defined as a product that is grown in the United States, or with processed food items, the product must be processed in the United States of food that is produced and grown domestically in the United States. Any product processed by a responsive Vendor must contain over 51% of the food component, by weight or volume, from U.S. origin.

The Vendor must include all component items proposed by the company that do not meet the definition of "domestic". This document must be included as a part of the proposal. This document is provided in Microsoft Word format so the Vendor may add additional food items.

VENDORS MUST CERTIFY EITHER: (CHECK NUMBER 1 OR 2)	
☐	1. I certify that all food products proposed by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S.
☒	2. I certify that all food products proposed by my company are 100% produced in the U.S., or processed in the U.S. with the final processed product including over 51% of food that was grown in the U.S. with the EXCEPTION of the following items listed below

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS PROPOSED FOR EACH ITEM.
Click or tap here to enter text. Pineapple	This product includes ____ % U.S. Content. The product is grown in ____. X The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR ____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: $____ / ____ Price of Domestic or U.S. Grown Product Per Unit $____ / ____ Price of Price of Non-Domestic Product Per Unit
Click or tap here to enter text. Bananas	This product includes ____ % U.S. Content. The product is grown in ____. X The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR ____ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: $____ / ____ Price of Domestic or U.S. Grown Product Per Unit $____ / ____ Price of Price of Non-Domestic Product Per Unit

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment G: Continued

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS PROPOSED FOR EACH ITEM.
Click or tap here to enter text. Canned Mandrin Oranges	This product includes ___ % U.S. Content. The product is grown in ___. X The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR ___ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: $___/___ Price of Domestic or U.S. Grown Product Per Unit $___/___ Price of Price of Non-Domestic Product Per Unit
Click or tap here to enter text. Jicama	This product includes ___ % U.S. Content. The product is grown in ___. X The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR ___ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: $___/___ Price of Domestic or U.S. Grown Product Per Unit $___/___ Price of Price of Non-Domestic Product Per Unit
Click or tap here to enter text. Edamame	This product includes ___ % U.S. Content. The product is grown in ___. X The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR ___ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: $___/___ Price of Domestic or U.S. Grown Product Per Unit $___/___ Price of Price of Non-Domestic Product Per Unit
Click or tap here to enter text. Cool Tropics Juice Slush Pouch Kiwi-Strawberry	This product includes ___ % U.S. Content. The product is grown in ___. X The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR ___ The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: $___/___ Price of Domestic or U.S. Grown Product Per Unit $___/___ Price of Price of Non-Domestic Product Per Unit

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment G: Continued

NAME OF FOOD ITEM	COMPLETE BELOW AND CHECK THE APPROPRIATE REASON THE NON-DOMESTIC PRODUCT IS PROPOSED FOR EACH ITEM.
Click or tap here to enter text. Cool Tropics Juice Slush Pouch Paradise Punch	This product includes ___ % U.S. Content. The product is grown in ___. [X] The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR [ ] The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: $ ___ / ___ Price of Domestic or U.S. Grown Product Per Unit $ ___ / ___ Price of Price of Non-Domestic Product Per Unit
Click or tap here to enter text. Cool Tropics Juice Slush Pouch Blue Raspberry	This product includes ___ % U.S. Content. The product is grown in ___. [X] The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR [ ] The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: $ ___ / ___ Price of Domestic or U.S. Grown Product Per Unit $ ___ / ___ Price of Price of Non-Domestic Product Per Unit
Click or tap here to enter text. Cool Tropics Juice Slush Pouch Raspberry-Passionfruit	This product includes ___ % U.S. Content. The product is grown in ___. [X] The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR [ ] The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: $ ___ / ___ Price of Domestic or U.S. Grown Product Per Unit $ ___ / ___ Price of Price of Non-Domestic Product Per Unit
Click or tap here to enter text.	This product includes ___ % U.S. Content. The product is grown in ___. [ ] The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality. OR [ ] The cost of the U.S. product is significantly higher than the non-domestic product. List prices and unit pack size below for item to be considered: $ ___ / ___ Price of Domestic or U.S. Grown Product Per Unit $ ___ / ___ Price of Price of Non-Domestic Product Per Unit

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment G: Continued

ATTENTION VENDOR: RETURN WITH YOUR PROPOSAL

By signing this document, the Vendor is certifying that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of satisfactory quality or the VENDOR has provided sufficient documentation for the SFA to determine whether or not the cost of the U.S. product is significantly higher than the non-domestic product.

Company Name: The LunchMaster

Signature: _____ Title: General Manager Date: 5/30/2025

The SFA has researched all items the Vendor is proposing to use that are non-domestic and determined that the product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality or that the cost of the U.S. product is significantly higher than the non-domestic product and is approving the use of the non-domestic product. The following website for the Agricultural Marketing Service can provide guidance to the SFA in determining if domestic products are available https://www.ams.usda.gov/market-news/fruits-vegetables.

SFA Name:

Approval from Authorized Representative (Print Name):

Approval from Authorized Representative (Signature): _____

Title: Date:

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment H: Independent Price Determination Certificate

ATTACHMENT H: INDEPENDENT PRICE DETERMINATION CERTIFICATE

Both the School Food Authority (SFA)/Sponsor and the Vendor shall execute this Independent Price Determination Certificate.

Name of Vendor: The LunchMaster

Name of School Food Authority/Sponsor: Making Waves Academy

A. By submission of this offer, the Vendor certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor.

2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the Vendor and will not knowingly be disclosed by the Vendor prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other Vendor for the purpose of restricting competition.

3. No attempt has been made or will be made by the Vendor to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the Vendor certifies that:

1. He or she is the person in the Vendor's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A.1 through A.3 above; or

2. He or she is not the person in other Vendor's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A.1 through A.3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to A.1 through
A.3 above.

To the best of my knowledge, this Vendor, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposals on any public contract, except as follows:

Signature of Food Service Management Company's Authorized Representative	Title	Date
	General Manager	5/30/2025

In accepting this offer, the SFA/SPONSOR certifies that no representative of the SFA/SPONSOR has taken any action that may have jeopardized the independence of the offer referred above.

Signature of School Food Authority/Sponsor Authorized	Title	Date
	Click or tap here to enter text.	Click or tap to enter a date.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment I:
Suspension and Debarment Certification

Representative

ATTACHMENT I: SUSPENSION AND DEBARMENT CERTIFICATION UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower-Tier Transaction

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 2 CFR Part 200.212 and Appendix II of 2 CFR Part 200). The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the USDA agency with which this transaction originated.

(Before completing certification, read instructions on next page.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The LunchMaster
Organization Name

Making Waves Academy
PR/Award Number or Project Name

Mike Giouzelis, General Manager
Name(s) and Titles of Authorized Representative(s)

Signatures

5/30/2025
Date

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment J: Lobbying Certification

ATTACHMENT J: LOBBYING CERTIFICATION

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in federal funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of the undersigned shall complete and submit Standard Form LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

The LunchMaster
3162 Baumberg Avenue
Hayward, CA 94545

Name/Address of Organization

Mike Giouzelis, General Manager

Name/Title of Submitting Official

5/30/2025

Signature Date

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment K:
Disclosure of Lobbying Activities

Bottom box checked

ATTACHMENT K: DISCLOSURE OF LOBBYING ACTIVITIES

STANDARD FORM –LLL — APPROVED BY OMB

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

(SEE NEXT PAGE FOR PUBLIC DISCLOSURE)

1. Type of Federal Action	2. Status of Federal Action	3. Report Type
☐ a. Contract ☐ b. Grant ☐ c. Cooperative Agreement ☐ d. Loan ☐ e. Loan Guarantee ☐ f. Loan Insurance N/A	☐ a. Proposal/Offer/Application ☐ b. Initial Award ☐ c. Post award N/A	☐ a. Initial Filing ☐ b. Material Change **For Material Change Only:** Year: _____ Quarter: _____ Date of Last Report: _____ N/A

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐Prime ☐Subawardee Tier_____, if known Congressional District, if known: _____ N/A	Congressional District, if known: _____ N/A
6. Federal Department/Agency: _____ N/A	7. Federal Program Name/Description: CFDA Number, if applicable: _____ N/A
8. Federal Action Number: *(if known)* N/A	9. Award Amount: *(if known)* N/A
10. a. Name and Address of Lobbying Entity: *(if individual, last name, first name, MI)* N/A	b. Individual Performing Services: *(including address if different from No. 10 a) (Last name, first name, MI)* N/A
11. Amount of Payment: *(check all that apply)* $_____ Actual ☐ Planned ☐ N/A	13. Type of Payment: *(check all that apply)* ☐ a. Retainer ☐ b. One-Time Fee ☐ c. Commission ☐ d. Contingency Fee ☐ e. Deferred ☐ f. Other: *(specify)* _____ N/A
12. Form of payment: *(check all that apply)* a. Cash Nature_____ b. In-kind (specify) Value_____ N/A	

14. **Brief Description** of services performed or to be performed and date(s) of service, including officer(s), employees, or members) contracted for payment indicated in Item 11. _____

(Attach Continuation Sheets if necessary)

15. **Continuation Sheets Attached:** Yes ☐ No ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. The disclosure of lobbying activities is a material representation of fact upon which evidence was placed by the above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. The information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosures shall be subject to a civil penalty of no less than $10,000 and no more than $100,000 for each such failure.	**Signature:**  **Print Name:** Mike Giouzelis **Title:** General Manager **Telephone Number:** 650-596-8008 **Date:** 5/30/2025

Federal Use Only — Authorized for Local Reproduction

VENDORS: If you have not participated in any lobbying activities, check the box below

☒ **The Vendor did not participate in any lobbying activities. Check the box only if the FSMC did not participate in any lobbying activities. If the box is checked, the Vendor is not required to sign the form.**

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment L:

ATTACHMENT L: MEAL PATTERN REQUIREMENTS AND NUTRITION STANDARDS

Meals must meet meal pattern requirements as outlined in the following attachments:

Attachment L1 – The New Meal Patterns: What You Need to Know

Attachment L2 – New Meal Patterns and Dietary Specifications

Attachment L3 – Vegetable Subgroup Guidance

Attachment L4 – After School Snack Program Meal Pattern

Attachment L5 – Grains/Bread Requirements

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment L1
The New School Meal Patterns

Attachment L1 -The New School Meal Patterns: What You Need to Know

Beginning in school year 2025-2026, schools, institutions, and food service management companies participating in the National School Lunch and Breakfast Programs are required to comply with the provisions outlined in the Final Rule on Child Nutrition Programs: Meal Patterns Consistent with the 2020-2025 Dietary Guidelines for Americans. The Final Rule was published in the Federal Register on April 25, 2024.

The final rule:

- Gradually phases in added sugars limits for school lunch and breakfast programs;
- Implements a single sodium reduction in the school lunch and breakfast programs
- Establishes long-term milk and whole grain requirements; and
- Strengthens Buy American requirements.

Menu Planning

- The rule established Food Based Menu Planning as the single menu planning approach for the National School Lunch Program (NSLP) as of SY 2025-2026.
- Meals are to be planned using groups of grades K-5, 6-8, K-8, and 9-12.
- The rule established Food Based Menu Planning as the single menu planning approach for the School Breakfast Program (SBP) as of SY 2025-2026.
- Meals are to be planned using groups of grades K-5, 6-8, K-8, and 9-12.
- The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).
- Foods of minimal nutritional value and fluid milk with a fat content greater than 1% milk fat are not allowed.

Fruits and Vegetables

- The rule established fruits and vegetables as separate food components.
- Fruit is required at lunch.
- Schools are required to offer 1 cup of fruit daily at breakfast. If the FSMC plans to offer 2-1/2 cup servings of fruit instead of 1-1 cup serving, there must be signage that informs the students that they may have 2 fruits.
- Schools are required to offer 1 cup of fruit daily at lunch for the 9-12 age-grade group. If the FSMC plans to offer 2-1/2 cup servings of fruit instead of 1-1 cup serving, there must be signage that informs the students that they may have 2 fruits.
- For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans, peas and lentils, or "Other" vegetable subgroups as defined in §210.10(c)(2)(ii).
- The rule requires fruit that is fresh; canned in fruit juice, water, or light syrup; frozen without added sugar; or dried.
- Schools may offer 100 percent juice, but no more than half of the per-meal fruit component may be juice.
- The rule states that "Schools should offer fresh fruit whenever possible."
- Vegetables are divided into 5 subgroups; dark green, red/orange, bean, peas and lentils, starchy, and other. All subgroups are required to be offered over the course of a week.
- Schools have the option to offer vegetables in place of all or part of the required fruit component, but starchy vegetables may be offered as substitutes only after two cups of non-starchy vegetables have been offered.
- Larger amounts of the vegetable subgroups may be served.
- The "other" vegetable requirement as defined in §210.10(c)(2)(ii)(E) may be met with any additional amounts from the dark green, red/orange, beans, peas and lentils vegetable subgroups
- The rule allows fresh, frozen, and canned vegetables to be used.

THIS DOC-

Attachment L1
The New School Meal Patterns Continued

Crediting Fruits and Vegetables

- Snack-type fruit products are not permitted as part of the reimbursable meal.
- Under the rule, tomato paste will be credited as a calculated volume based on the whole food equivalency.
- A ¼ cup serving of dried fruit will be equal to ½ cup creditable fruit component.
- A one cup serving of leafy greens counts as ½ cup of vegetables.
- No more than half of the fruit or vegetable offerings may be in the form of juice.
- All juice must be 100% full-strength.
- The minimum creditable serving of a fruit or vegetable is 1/8 cup.

Meat

- In the NSLP, the rule requires schools to offer a minimum amount of meat/meat alternate daily (1 oz. equivalent for grades K-8, 2 oz. equivalent for 9-12), and provide a weekly required amount for each age/grade group.
- The rule does not require a daily meat/meat alternate in the SBP.

Whole Grain

- Minimum of 80% of grains offered at lunch and breakfast must be Whole Grain Rich.
- Whole grain is defined as "grains that consist of the intact, ground, cracked, or flaked grain seed whose principal anatomical components – the starchy endosperm, germ, and bran – are present in the same relative proportions as they exist in the intact grain seed."
- A whole grain-rich food must contain at least 50 percent whole grains and the remaining grain content of the product must be enriched.
- Criteria for Whole Grain-Rich Foods
    - Product must meet the serving size requirements in the Grains/Bread Instruction, **and**
    - Product must meet at least **one** of the following:
        1. Whole grains per serving must be ≥8 grams
        2. Product includes FDA's whole grain health claim on its packaging
        3. Product ingredient listing lists whole grain first
- USDA states that the industry standard of identity for whole grain product is 16 grams per ounce equivalent.
- Grain-based desserts are limited to 2-ounce equivalents per week in NSLP.

Sodium

- Lunches and breakfasts offered through the NSLP and SBP must meet the weekly sodium levels defined in 7 CFR 210.10(c) and 220.8(f).

Milk

- Schools must offer students a variety (at least two different options) of fluid milk at breakfast daily. All fluid milk must be fat-free (skim) or low-fat (1% fat or less). Milk with higher fat content is not creditable. Low- fat or fat-free lactose-free and reduced-lactose fluid milk may also be offered. Milk may be flavored or unflavored, provided that unflavored milk is offered at each meal service.
- By July 1, 2025, flavored milk must contain no more than 10 grams of added sugars per 8 fluid ounces, or for flavored milk sold as competitive food for middle and high schools, 15 grams of added sugars per 12 fluid ounces.

Offer versus Serve

- In the SBP, students must be given a minimum of four breakfast item choices. Students may turn down one of the four breakfast items, as long as the student takes ½ cup of a fruit to have a reimbursable meal.
- If only three items are offered at breakfast, the offer versus serve option may not be used.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment L1
The New School Meal Patterns Continued

Calories

- The rule implements a minimum and maximum calorie level for each grade group, to be met on average over the course of the week.
- In the NSLP, the calorie limits for each age/grade group are as follows:
  - Grades K-5 – 550-650;
  - Grades 6-8 – 600-700; and
  - Grades 9-12 – 450-600.
- In the SBP, the calorie limits for each age/grade group are as follows:
  - Grades K-5 – 350-500
  - Grades 6-8 – 400-550; and
  - Grades 9-12 – 450-600.

Fortification

- The final rule does not permit the use of formulated grain-fruit products to meet the grain and fruit components in the SBP.
- This rule does not prohibit the use of fortified cereals or cereals with fruit.

Reduction of Added Sugars – SY2025-2026

- The final rule limits breakfast cereals to no more than 6 grams of added sugars per dry ounce.
- The final rule limits yogurt to no more than 12 grams of added sugars per 6 ounces (2 grams of added sugars per ounce).
- Flavored milk is limited to no more than 10 grams of added sugars per 8 fluid ounce. Flavored milk sold as a competitive food for elementary school students will follow the 10 grams of added sugars per 8 fluid ounce limit, while flavored milk sold as competitive food for middle and high schools will be limited to 15 grams of added sugars per 12 fluid ounce.

SY2027-2028

- Final Rule limits added sugars to less than 10 percent of calories per week in school lunch and school breakfast programs. The weekly limit is in addition to the product-based limits.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment L2: New Meal Patterns

Attachment L2 - New Meal Patterns and Dietary Specifications

The following meal patterns must be implemented in SY 2025-2026 for the NSLP and SBP as specified in the footnotes and regulatory text.

	Breakfast Meal Pattern			Lunch Meal Pattern		
	Grades K-5[a]	Grades 6-8[a]	Grades 9-12[a]	Grades K-5	Grades 6-8	Grades 9-12
Meal Pattern	**Amount of Food[b] Per Week (Minimum Per Day)**					
Fruits (cups) [c, d]	5 (1)[e]	5 (1)[e]	5 (1)[e]	2 ½ (½)	2 ½ (½)	5 (1)
Vegetables (cups) [c, d]	0	0	0	3 ¾ (¾)	3 ¾ (¾)	5 (1)
Dark Green [f]	0	0	0	½	½	½
Red Orange [f]	0	0	0	¾	¾	1 ¼
Beans/Peas (Legumes) [f]	0	0	0	½	½	½
Starchy [f]	0	0	0	½	½	½
Other [f, g]	0	0	0	½	½	¾
Additional Veg to Reach Total [h]	0	0	0	1	1	1 ½
Grains (oz eq) [i]	7-10 (1)[j]	8-10 (1)[j]	9-10 (1)[j]	8-9 (1)	8-10 (1)	10-12 (2)
Meats/Meat Alternates (oz eq)	0[k]	0[k]	0[k]	8-10 (1)	9-10 (1)	10-12 (2)
Fluid Milk (cups) [l]	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)	5 (1)
Other Specifications: Daily Amount Based on Average for a 5-Day Week						
Min-max calories Kcal [m, n, o]	350-500	400-550	450-600	550-650	600-700	750-850
Saturated Fat (% of total calories) [n, o]	<10	<10	<10	<10	<10	<10
Sodium (mg) (Interim Target 1A-Effective July 1, 2023)	≤540	≤600	≤640	≤1,110	≤1,225	≤1,280
Trans fat [n, o]	**Nutrition label or manufacturer specifications must indicate zero grams of trans fat per serving**					

[a] In the SBP, the above age-grade groups are required beginning July 1, 2013 (SY 2013-14). In SY 2012-2013 only, schools may continue to use the meal pattern for grades K-12 (see § 220.23).

[b] Food items included in each food group and subgroup and amount equivalents. Minimum creditable serving is 1/8 cup.

[c] One quarter-cup of dried fruit counts as ½ cup of fruit; 1 cup of leafy greens counts as ½ cup of vegetables. No more than half of the fruit or vegetable offerings may be in the form of juice. All juice must be 100% full-strength.

[d] For breakfast, vegetables may be substituted for fruits, but the first two cups per week of any such substitution must be from the dark green, red/orange, beans and peas (legumes) or "Other vegetables" subgroups as defined in §210.10(c)(2)(iii).

[e] The fruit quantity for the SBP (5 cups per week and a minimum of 1 cup/day) is effective July 1, 2014 (SY 2014-2015).

[f] Larger amounts of these vegetables may be served.

[g] This category consists of "Other vegetables" as defined in §210.10(c)(2)(iii)(E). For the purpose of the NSLP, "Other vegetables" requirement may be met with additional amounts from the dark green, red/orange, beans and peas (legumes) vegetable subgroups as defined in §210.10(c)(2)(iii

[h] Any vegetable subgroup may be offered to meet the total weekly vegetable requirement.

[i] At least 80% of the grains offered must be whole grain-rich in the NSLP and SBP for the 2023-24 SY. From SY 2024-25 forward, 100% of grains must be whole grain.

[j] In the SBP, the grain ranges must be offered beginning July 1, 2013 (SY 2013-2014).

[k] There is no separate meat/meat alternate component in the SBP. Beginning July 1, 2013 (SY 2013-2014), schools may substitute 1 oz. eq. of meat/meat alternate for 1 oz. eq. of grains after the minimum daily grains requirement is met.

[l] Fluid milk must be low-fat (1 percent milk fat or less, unflavored or flavored) or fat-free (unflavored or flavored).

[m] The average daily amount of calories for a 5-day school week must be within the range (at least the minimum and no more than the maximum values).

[n] Discretionary sources of calories (solid fats and added sugars) may be added to the meal pattern if within the specifications for calories, saturated fat, trans fat, and sodium. Foods of minimal nutritional value and fluid milk with fat content greater than 1 percent milk fat are not allowed.

[o] In the SBP, calories and trans fat specifications take effect beginning July 1, 2013 (SY 2013-2014)

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment L3
Vegetable Subgroup Guidance

Attachment L3 - Vegetable Subgroup Guidance

Vegetables are organized into 5 subgroups, based on their nutrient content. Commonly eaten vegetables in each subgroup are listed below.

- **Dark Green Vegetables**
  - bok choy
  - broccoli
  - collard greens
  - dark green leafy lettuce
  - kale
  - mesclun
  - mustard greens
  - romaine lettuce
  - spinach
  - turnip greens
  - watercress
- **Starchy Vegetables**
  - cassava
  - corn
  - fresh cowpeas, field peas,
  - black-eyed peas (not dry)
  - green bananas
  - green peas
  - green lima beans
  - plantains
  - potatoes
  - taro
  - water chestnuts
- **Red & Orange Vegetables**
  - acorn squash
  - butternut squash
  - carrots
  - hubbard squash
  - pumpkin
  - red peppers
  - tomatoes
  - tomato juice
- **Beans and Peas**
  - black beans
  - black-eyed peas (mature, dry)
  - garbanzo beans (chickpeas)
  - kidney beans
  - lentils
  - navy beans
  - soy beans
  - split peas
  - white beans
- **Other Vegetables**
  - artichokes
  - asparagus
  - avocado
  - bean sprouts
  - beets
  - Brussel sprouts
  - cabbage
  - cauliflower
  - celery
  - cucumbers
  - eggplant
  - green beans
  - green peppers
  - iceburg (Head) lettuce
  - mushrooms
  - okra
  - parsnips
  - turnips
  - wax beans
  - zucchini

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment L4
After School Snack Program Meal Pattern

Attachment L4: After School Snack Program Meal Pattern

SELECT TWO OF THE FOUR COMPONENTS FOR A REIMBURSABLE SNACK			
Food Components and Food Items [1]	**Children Ages 1 and 2**	**Children Ages 3-5**	**Children Ages 6-12** [2]
Milk			
Fluid Milk [3]	4 fl oz. (1/2 c)	4 fl oz. (1/2 c)	8 fl oz. (1 c)
Vegetable or Fruit [2]			
Juice [2], **fruit and/or vegetable**	½ c	½ c	¾ c
Grains/Breads [4,5]	½ oz. eq	½ oz eq	1 oz eq
Meat/Meat Alternate [6,7,8]			
Lean Meat or poultry or fish [6] or	½ oz	½ oz	1 oz
Alternate Protein products [7] or	½ oz	½ oz	1 oz
Cheese or	½ oz	½ oz	1 oz
Egg (large) or	½ large egg	½ large egg	½ large egg
Cooked dry beans or peas or	1/8 c	1/8 c	¼ c
Peanut or other nuts or seed butters	1T	1T	2T
Nuts and/or seeds [8] or	½ oz [8]	½ oz [8]	1 oz
Yogurt [9]	2 oz or ¼ c	2 oz or ¼ c	4 oz or ½ c

[1]Children age 12 and older may be served larger portions based on their greater food needs. They may not be served less the minimum quantities listed in this column.
[2]Serve two or more kinds of vegetables and/or fruits. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
[3]Fluid milk must be low-fat (1 percent milk fat or less, flavored or unflavored)
[4]Grains/Breads must be whole-grain or enriched, or made from whole–grain or enriched flour or meal that may include bran and germ. Cereal must be whole-grain, enriched, or fortified.
[5]Either volume (cup) or weight (oz), whichever is less.
[6]A serving consists of the edible portion of cooked lean meat or poultry or fish
[7]Alternate protein products must meet requirements in Appendix A of 7 CFR Part 210.
[8]Nuts and seeds are generally not recommended to be served to children ages 1-3 since they present a choking hazard. If served, nuts and seeds should be finely minced.
[9]Yogurt may be plain or flavored, unsweetened, or sweetened – commercially prepared

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment L5
Grain/Bread Requirements

Attachment L5: Grain/Bread Requirements

The food-based menu planning approach for the National School Lunch Program (NSLP) and the School Breakfast Program contain a grains/bread requirement. This instruction sets forth the foods that meet the grains/breads requirement of meals served in the programs, the criteria to be used to determine crediting and the suggested equivalent minimum serving size for a wide variety of items that meet the grains/bread requirement. This instruction applies to all Child Nutrition Programs.

Criteria for Determining Acceptable Grains/Breads

The following criteria are to be used as a basis for crediting items to meet the grains/breads requirement under the Food-Based Menu Planning Approach:

1. Goods that qualify as whole-grain rich are those that contain 100-percent whole grain or contain a blend of whole-grain meal and/or flour and enriched meal and/or flour of which at least 50 percent is whole grain. Whole grain-rich products must contain at least 50-percent whole grains and the remaining grain, if any, must be enriched.
2. The label must indicate the product is whole-grain, made from whole-grain and enriched whole-grain or whole-grain meal or flour as well as bran and/or germ, or fortified.
3. The item must be provided in quantities specified in the regulations. One quarter (1/4) of a serving is the smallest amount allowable to be credited toward the minimum quantities of grains/breads specified in program regulations.
4. A ready-to-eat (RTE) breakfast cereal must list a whole grain as the primary ingredient and the RTE cereal must be fortified. If the grain product includes enriched ingredients, or the Regional Directors State Directors Page 4 product itself is enriched; the ingredients or the grain product must meet the Food and Drug Administration's standards of identity for enrichment (21 CFR Section 137). Bran and germ are not creditable in school meal programs. Non-creditable grain ingredients in products at very low levels used as processing aids are allowable at levels less than 2-percent.

Criteria for Whole Grains

- Whole grain is defined as "grains that consist of the intact, ground, cracked, or flaked grain seed whose principal anatomical components – the starchy endosperm, germ, and bran – are present in the same relative proportions as they exist in the intact grain seed."
- **Criteria for Whole Grain-Rich Foods**
  - Product must meet the serving size requirements in the Grains/Bread Instruction, **and**
  - Product must meet at least **one** of the following:

1. Whole grains per serving must be ≥8 grams
2. Product includes FDA's whole grain health claim on its packaging
3. Product ingredient listing lists whole grain first

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment L5
Grain/Bread Requirements Continued

Criteria for Determining Equivalent Minimum Serving Sizes

The following chart contains the equivalent serving sizes for a wide variety of purchased food items.

In lieu of using the minimum serving sizes listed on the chart, the contribution of grains/breads in a recipe may be calculated to determine the number of grains/breads servings the recipe provides. The crediting of a food item as a grain/bread serving is determined by the total amount of enriched or whole-grain meal and/or flour in the recipe divided by the number of servings the recipe yields. Bran and germ are calculated in the same manner as enriched or whole-grain meal or flour.

For the types of food items listed in Groups H and I of the chart to count as one full serving, the weights and volumes listed therein must be used.

Foods That Qualify as Grains/Breads

Foods that qualify as grains/breads for the Child Nutrition Programs are foods that are whole-grain or made from whole-grain meal or flour or whole-grain and enriched meal or flour. Such foods include, but are not limited to:

- **Breads** that are made from whole-grain or made from whole-grain and enriched meal or flour.
- **Biscuits, bagels, rolls, tortillas, muffins, or crackers** that are made from whole-grain or made from whole-grain and enriched meal or flour.
- **Ready-to-eat breakfast cereals** made from whole-grain or made from whole-grain and enriched meal or flour, and fortified.
- **Cereals or bread products used as an ingredient in another menu item such as crispy rice treats, oatmeal cookies, or breading on fish or poultry** when they are made from whole-grain or made from whole-grain and enriched meal or flour.
- **Macaroni or noodle products (cooked)** made with whole-grain or whole-grain flour and enriched flour. Whole-grain macaroni products fortified with protein can be counted to meet either a grain/bread or meat/meat alternate requirement but not as both in the same meal.
- **Sweet foods such as toaster pastries, coffee cake, doughnuts, sweet rolls, cookies, cakes, or formulated grain-fruit products** when they are made from whole-grain or made from whole-grain and enriched meal or flour and served as permitted in the chart. When sweet foods are permitted, no more than two grain/bread servings per week may be a dessert.
- **Pie crust** when they are made from whole-grain or made from whole-grain and enriched meal or flour and served as permitted in the chart.
- **Non-sweet snack products such as hard pretzels, hard bread sticks, and chips** when they are made from whole-grain or made from whole-grain and enriched meal or flour.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment L5-A: Grain/Bread Requirements Continued

Attachment L5-A: Grains/Breads Requirements for the Child Nutrition Programs[1,2]

GROUP A	OZ EQ FOR GROUP A
Bread type coating Bread sticks (hard) Chow Mein noodles Savory Crackers (saltines and snack crackers) Croutons Pretzels (hard) Stuffing (dry) *Note: weights apply to bread in stuffing.*	1 oz eq = 22 gm or 0.8 oz 3/4 oz eq = 17 gm or 0.6 oz 1/2 oz eq = 11 gm or 0.4 oz 1/4 oz eq = 6 gm or 0.2 oz
GROUP B	**OZ EQ FOR GROUP B**
Bagels Batter type coating Biscuits Breads (sliced whole wheat, French, Italian) Buns (hamburger and hot dog) Sweet Crackers[5] (graham crackers – all shapes, animal crackers) Egg roll skins English muffins Pita bread Pizza crust Pretzels (soft) Rolls Tortillas Tortilla chips Taco shells	1 oz eq = 28 gm or 1.0 oz 3/4 oz eq = 21 gm or 0.75 oz 1/2 oz eq = 14 gm or 0.5 oz 1/4 oz eq = 7 gm or 0.25 oz
GROUP C	**OZ EQ FOR GROUP C**
Cookies[3] (plain – includes vanilla wafers) Cornbread Corn muffins Croissants Pancakes Pie crust (dessert pies3, cobbler3, fruit turnovers4, and meat/meat alternate pies) Waffles	1 oz eq = 34 gm or 1.2 oz 3/4 oz eq = 26 gm or 0.9 oz 1/2 oz eq = 17 gm or 0.6 oz 1/4 oz eq = 9 gm or 0.3 oz
GROUP D	**OZ EQ FOR GROUP D**
Doughnuts[4] (cake and yeast raised, unfrosted) Cereal bars, breakfast bars, granola bars[4] (plain) Muffins (all, except corn) Sweet Rolls[4] (unfrosted) Toaster pastry[4] (unfrosted)	1 oz eq = 55 gm or 2.0 oz 3/4 oz eq = 42 gm or 1.5 oz 1/2 oz eq = 28 gm or 1.0 oz 1/4 oz eq = 14 gm or 0.5 oz
GROUP E	**OZ EQ FOR GROUP E**
Cereal bars, breakfast bars, granola bars[4] (with nuts, dried fruit, and/or chocolate pieces) Cookies[3] (with nuts, raisins, chocolate pieces and/or fruit purees) Doughnuts[4] (cake and yeast raised, frosted or glazed) French toast Sweet Rolls[4] (frosted) Toaster pastry[4] (frosted)	1 oz eq = 69 gm or 2.4 oz 3/4 oz eq = 52 gm or 1.8 oz 1/2 oz eq = 35 gm or 1.2 oz 1/4 oz eq = 18 gm or 0.6 oz
GROUP F	**OZ EQ FOR GROUP F**
Cake[3] (plain, unfrosted) Coffee cake[4]	1 oz eq = 82 gm or 2.9 oz 3/4 oz eq = 62 gm or 2.2 oz 1/2 oz eq = 41 gm or 1.5 oz 1/4 oz eq = 21 gm or 0.7 oz

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment L5-A
Grain/Bread Requirements Continued

GROUP G	OZ EQ FOR GROUP G
Brownies[3] (plain) Cake[3] (all varieties, frosted)	1 oz eq = 125 gm or 4.4 oz 3/4 oz eq = 94 gm or 3.3 oz 1/2 oz eq = 63 gm or 2.2 oz 1/4 oz eq = 32 gm or 1.1 oz
GROUP H	**OZ EQ FOR GROUP H**
Cereal Grains (barley, quinoa, etc) Breakfast cereals (cooked) [6,7] Bulgur or cracked wheat Macaroni (all shapes) Noodles (all varieties) Pasta (all shapes) Ravioli (noodle only) Rice (enriched white or brown)	1 oz eq = 1/2 cup cooked or 1 ounce (28gm) dry
GROUP I	**OZ EQ FOR GROUP I**
Ready to eat breakfast cereal (cold, dry) [6,7]	1 oz eq = 1 cup or 1 ounce for flakes and rounds 1 oz eq = 1.25 cups or 1 ounce for puffed cereal 1 oz eq = 1/4 cup or 1 ounce for granola

[1] In the NSLP and SBP (grades K-12), at least eighty percent of the weekly grains offered must meet the whole grain-rich criteria and the remaining grain items offered must be made from whole-grain flour, whole-grain meal, corn masa, masa harina, hominy, enriched flour, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Please note: State agencies have the discretion to set stricter requirements than the minimum nutrition standards for school meals. For additional guidance, please contact your State agency. For all other Child Nutrition Programs, grains must be made from whole-grain flour, whole-grain meal, corn masa, masa harina, hominy, enriched flour, enriched meal, bran, germ, or be an enriched product, such as enriched bread, or a fortified cereal. Under the CACFP child and adult meal patterns, and in the NSLP/SBP preschool meals, at least one grains serving per day must meet whole grain-rich criteria.

[2] For the NSLP and SBP (grades K-12), grain quantities are determined using ounce equivalents (oz eq). All other Child Nutrition Programs determine grain quantities using grains/breads servings. Beginning Oct. 1, 2021, grain quantities in the CACFP and NSLP/SBP infant and preschool meals will be determined using oz eq. Some of the following grains may contain more sugar, salt, and/or fat than others. This should be a consideration when deciding how often to serve them.

[3] Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10 and at snack service in SFSP. Considered a grain-based dessert and cannot count toward the grains component in CACFP or NSLP/SBP infant and pr eschool meals as specified in §§226.20(a)(4) and 210.10.

[4] Allowable in NSLP (up to 2.0 oz eq grain-based dessert per week for grades K-12) as specified in §210.10. May count toward the grains component in SBP (grades K-12) and at snack and breakfast meals in SFSP. Considered a grain-based dessert and cannot count toward the grains component in the CACFP and NSLP/SBP infant and preschool meals as specified in §§226.20(a)(4) and 210.10.

[5] Allowed in NSLP (up to 2.0 oz eq grain-based dessert per week in grades K-12) as specified in §210.10. May count toward the grains component in the SBP (grades K-12), CACFP, NSLP/SBP infant and preschool meals, and SFSP.

[6] Refer to program regulations for the appropriate serving size for supplements served to children aged 1 through 5 in the NSLP; breakfast served in the SBP, and meals served to children ages 1 through 5 and adult participants in the CACFP. Breakfast cereals are traditionally served as a breakfast menu item but may be served in meals other than breakfast.

[7] In the NSLP and SBP, cereals that list a whole grain as the first ingredient must be fortified, or if the cereal is 100 percent whole grain, fortification is not required. For all Child Nutrition Programs, cereals must be whole-grain, enriched, or fortified; cereals served in CACFP and NSLP/SBP infant and preschool meals must contain no more than 6 grams of sugar per dry ounce.

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment M
CACFP Breakfast Meal Pattern

ATTACHMENT M - CACFP BREAKFAST MEAL PATTERN

CACFP Breakfast			
Food Components	***Ages 1-2***	***Ages 3-5***	***Ages 6-12 and 13-18***
Milk fluid milk	1/2 cup	3/4 cup	1 cup
Fruits, Vegetables, or Both	1/4 cup	1/2 cup	1/2 cup
Grains/Bread **(*Meat/meat Alternates are not required but may be used to meet the entire grains requirement a maximum of three times per week. 1oz equivalent of meat/meat alternate is equivalent to 1 oz equivalent of grain)**	½ oz equivalent*	½ oz equivalent*	1 oz equivalent*

1. Unflavored whole milk must be served to 1 year olds; unflavored low-fat or fat-free milk must be served to children 2 through 5 years old; and unflavored low- fat, unflavored fat-free, or flavored fat-free milk must be served to children 6 years and older
2. Juice is limited to once per day
3. At least one serving of grains must be whole grain-rich
4. Grain-based desserts do not count towards the grain components
5. Yogurt must contain no more than 23 grams of sugar per 6 oz
6. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce
7. Offer versus Serve may not be used except in an At-Risk Afterschool Care Program (must offer 4 food items and the student must select 3)
8. Frying is not allowed as a way of preparing foods on-site

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment M-2: CACFP Lunch and Supper Meal Pattern

ATTACHMENT M-2- CACFP LUNCH AND SUPPER MEAL PATTERN

CACFP Lunch and Supper			
Food Components	***Ages 1-2***	***Ages 3-5***	***Ages 6-12 and 13-18***
Milk fluid milk	1/2 cup	3/4 cup	1 cup
Fruits	1/8 cup	¼ cup	1/4 cup
Vegetables	1/8 cup	¼ cup	½ cup
Grains/Bread	½ oz. equivalent	½ oz. equivalent	1 oz. equivalent
Meat/meat Alternate	1 oz. equivalent	1 ½ oz. equivalent	2 oz. equivalent

1. Unflavored whole milk must be served to 1 year olds; unflavored low-fat or fat-free milk must be served to children 2 through 5 years old; and unflavored low-fat, unflavored fat-free, or flavored fat-free milk must be served to children 6 years and older
2. Juice is limited to once per day
3. At least one serving of grains must be whole grain-rich
4. Grain-based desserts do not count towards the grain components
5. Yogurt must contain no more than 23 grams of sugar per 6 oz
6. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce
7. Offer versus Serve may be used in At-Risk Afterschool Programs only (Must select at least 3 of the 5 components)
8. Frying is not allowed as a way of preparing foods on-site

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Attachment M-3
CACFP After School Snack Meal Pattern

ATTACHMENT M-3- CACFP AFTER SCHOOL SNACK MEAL PATTERN

CACFP Afterschool Snack Select Two of the Five Components for a Reimbursable Snack			
Food Components	***Ages 1-2***	***Ages 3-5***	***Ages 6-12***[1]
Milk fluid milk	1/2 cup	½ cup	1 cup
Fruits	1/2 cup	1/2 cup	3/4 cup
Vegetables	1/2 cup	1/2 cup	3/4 cup
Grains/Bread	1/2 oz. equivalent	1/2 oz. equivalent	1 oz. equivalent
Meat/meat Alternate	1/2 oz. equivalent	1/2 oz. equivalent	1 oz. equivalent

1. Unflavored whole milk must be served to 1 year olds; unflavored low-fat or fat-free milk must be served to children 2 through 5 years old; and unflavored low-fat, unflavored fat-free, or flavored fat-free milk must be served to children 6 years and older
2. Juice is limited to once per day
3. At least one serving of grains must be whole grain-rich
4. Grain-based desserts do not count towards the grain components
5. Yogurt must contain no more than 23 grams of sugar per 6 oz.
6. Breakfast cereals must contain no more than 6 grams of sugar per dry ounce
7. Frying is not allowed as a way of preparing foods on-site

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Addendum 1—Corrections

Request for Proposal (RFP) Fixed-Price Contract Vended Meal Contract Meal Services

Making Waves Academy

THE FOLLOWING CHANGE IS TO BE MADE TO THE REFERENCED REQUEST FOR PROPOSALS:

Attached is the revised proposal summary and agreement page.

Please use these totals to calculate pricing. These pages replace page 26 and 27 in the RFP and include the updated daily participation numbers.

THIS ADDENDUM IS HEREBY OFFICIALLY MADE PART OF THE REFERENCED REQUEST FOR PROPOSALS

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Addendum 1—Corrections Continued

MAKING WAVES MIDDLE SCHOOL	Estimated Enrollment	Estimated Daily Participation	Estimated Meals Per Day	Estimated Annual Meals (180 operating days)
Breakfast		15%	79	14,229
Lunch	527	46%	242	43,560
Snack		26%	137	24,660
			Total	82,449

MAKING WAVES HIGH SCHOOL	Estimated Enrollment	Estimated Daily Participation	Estimated Meals Per Day	Estimated Annual Meals (180 operating days)
Breakfast		13%	69	12,420
Lunch	534	38%	202	36,360
Snack		15%	80	14,400
			Total	63,180

SFA TOTAL	Estimated Total Enrollment	Estimated Average Daily Participation Across All Sites	Estimated Meals Per Day Across All Sites	Estimated Annual Meals Across All Sites (180 operating days)
Breakfast		14%	148	26,649
Lunch	1061	42%	444	79,920
Snack		21%	217	39,060
			Total	145,629

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Addendum 2 – Q&A

Addendum 01 Q&A

Request for Proposals; 2024-25 Vended Meal Service Fixed Price Contract; Making Waves Academy with bids scheduled to open 5/30/25 at 12:00 pm.

THE FOLLOWING QUESTIONS AND ANSWERS ARE FOR THE REFERENCED REQUEST FOR PROPOSALS:

Q: Are you currently heating your meals on site or is your vendor delivering hot ready to eat.
A: Yes, heating on site.

Q: What is your current delivery window?
A: The SFA currently does not have a set delivery window. The current the food is received around 8:30 – 9:00 am.

Q: Is day before delivery acceptable?
A: Yes, that will be considered. The school would prefer day of lunch and next day's breakfast.

Q: Can you clarify the score card criteria?
A: Yes. Proposals will be scored in the following 3 categories:

i. Cost: 40 points
   1. Calculation will use the highest submitted NLSP breakfast and lunch pricing. Vendor with the lowest price receives the maximum points. The other vendors receive points equal to the lowest price divided by their meal price x maximum points.

ii. Vended Meal Capabilities: 30 Points
   1. Review quality and structure of proposed vended meal service model. Capacity for options service. Ability to meet deliver and equipment requirements. Tasting score, if applicable.

iii. Menu Compliance: 30 Points
   1. Full points will be awarded for complete and correct USDA Excel

Q: On Attachment C: School Calendar in the Highlighted Yellow area, please see attachment, it states "Marlin Academy". Is the calendar the correct calendar for Making Waves Academy and does the highlighted information pertain to Making Waves?
A: Yes, "Marlin Academy" refers to their summer school program.

Q: What is your current pricing: Breakfast? Lunch? Snack?
A: Our current pricing is: $2.40 for breakfast, $3.80 for lunch, and $1.05 for snack.

THIS ADDENDUM IS HEREBY OFFICIALLY MADE PART OF THE REFERENCED REQUEST FOR PROPOSALS

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Addendum 3 – Scoring

Request for Proposal (RFP) Fixed-Price Contract Vended Meal Contract Meal Services

Making Waves Academy

THE FOLLOWING CHANGE IS TO BE MADE TO THE REFERENCED REQUEST FOR PROPOSALS:

This addendum is being added to clarify the scoring process and final interview requirement.

Proposals will be scored in the following 3 categories:

Cost: 40 points
The calculation will use the highest submitted NLSP breakfast and lunch pricing. Vendor with the lowest price receives the maximum points. The other vendors receive points equal to the lowest price divided by their meal price multiplied by the maximum points.

Vended Meal Capabilities: 30 Points
The SFS will review the quality and structure of the proposed vended meal service model including capacity for optional service, ability to meet deliver and equipment requirements, and tasting score.

Menu Compliance: 30 Points
Full points will be awarded for complete and correct USDA Excel workbooks and compliant meal production records.

THIS ADDENDUM IS HEREBY OFFICIALLY MADE PART OF THE REFERENCED REQUEST FOR PROPOSALS

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.



Ted & Marie Giouzelis (TLM Founders) hosting a Picnic Day.

We're committed to excellence and our focus is on the quality and integrity of our food. With our, "No child goes hungry" philosophy, we guarantee that every child has access to fresh, healthy, affordable meals each day. As a result, our partner schools maintain a solvent cafeteria budget.

Thank you for the time you have taken to review our proposal. Our team is dedicated to providing you with a premier campus dining program. We are committed to supporting your mission and efforts to serve the community. We look forward to the future and creating a partnership with you.

The LunchMaster

www.thelunchmaster.com
650-596-8008
3162 Baumberg Avenue
Hayward, CA 94545

THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF NOB HILL CATERING, INC. AND THE LUNCHMASTER AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF NOB HILL CATERING INC. AND THE LUNCHMASTER. THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER.

Coversheet

CEO Employment Agreement

Section: V. Action Items
Item: H. CEO Employment Agreement
Purpose: Vote
Submitted by: Alicia Malet Klein
Related Material: MWA CEO Compensation Comparability Study.pdf
MWA CEO CONTRACT JUNE 2025.pdf

BACKGROUND:

With the previous contract ending June 30, 2025, a new employment agreement provides the following:

1. A term of one year from July 1, 2025 to June 30, 2026, with mutual options for FY27 and FY28.
2. A work schedule of 260 days annually;
3. A base annual salary of $360,000 for the 2025-2026 school year;
4. Eight days of paid sick leave plus two personal days per year.
5. 24 days of paid vacation per year.
6. Health benefit premiums and other insurance benefits as granted to other MWA employees (FY25 value $38,948).
7. Participation in CalSTRS, subject to program and eligibility requirements, as applicable (FY25 value $66,157).

The annual salary is in keeping with the compensation comparability study the board has received, which is also attached.

RECOMMENDATION:

Approve the new contract

Making Waves Academy
Summary of Compensation and Benefits Survey Data for CEO

May 2025

IRS rules require fair and reasonable compensation for nonprofit executives. In reviewing the reasonableness of compensation for nonprofit executives, the IRS considers "compensation" broadly and will look at the value of salary, as well as non-fixed compensation (incentive compensation/bonuses), and benefits.

Below is a summary of a sampling of total compensation levels received by educational leaders in Northern California. Compensation figures are from the State Controller's Office, Transparent California or from the Internal Revenue Service (Form 990) for the 2022 or 2023 calendar or fiscal year (the most recent available).

This study compares the executive salary packages of nine similarly situated/geographically close schools with which MWA competes for talent. The four charter schools, two school districts and three nonprofit independent schools surveyed have a population ranging from 373 students to 29,000 students.

Of the educational leaders sampled, the range of total compensation package for the years indicated is $240,613 to $720,712. The range of base salary is $203,909 to $553,347. Salaries can range based on many factors such as experience, tenure at the school, student populations, staff size, and location of the school. As noted, the compensation shown below is from FY23/FY23. As a result, conservatively adding 3% for each year to reach updated figures for FY26 would provide an average total compensation of $486,492 and an average base salary of $395,183.

In addition, the compensation study conducted by Edgility for the organization as a whole, based on the data of 10 peer organizations, showed that the CEO "at market" base salary would be $340,000, while slightly "above market" salary would $370,000.

COMPENSATION SAMPLING FOR SCHOOL LEADERS IN NEARBY SCHOOLS

WCCUSD, Contra Costa County	**29,000 Students**
Superintendent	
Total Compensation Package	**$401,756 (FY23)**
Base Salary	$331,368
Other Compensation (Benefits, Retirement and Other)	$70,388
San Rafael City Schools, Marin County	**7,200 Students**
Superintendent	
Total Compensation Package	**$312,838 (FY23)**
Base Salary	$280,000
Other Compensation (Benefits, Retirement and Other)	$32,838

Bullis Charter (Santa Clara County)	**1,025 Students**
Executive Director	
Total Compensation Package	**$281,308 (FY23)**
Base Salary	$252,663
Other Compensation (Benefits, Retirement and Other)	$28,645
Caliber Schools (Contra Costa and Solano Counties)	**1,911 Students**
CEO	
Total Compensation Package	**$282,688 (FY23)**
Base Salary	$255,583
Other Compensation (Benefits, Retirement and Other)	$27,105
Aspire Schools, Alameda and Contra Costa Counties	**4,000 Students**
CEO	
Total Compensation Package	**$372,264 (FY23)**
Base Salary	$282,431
Other Compensation (Benefits, Retirement and Other)	$89,833
Leadership Public School, Alameda and Contra Costa Counties	**1,561 Students**
Superintendent	
Total Compensation Package	**$240,613 (FY23)**
Base Salary	$203,909
Other Compensation (Benefits, Retirement and Other)	$36,704
Head-Royce, Alameda County	**900 Students**
Head of School	
Total Compensation Package	**$654,463 (FY22)**
Base Salary	$553,347
Other Compensation (Benefits, Retirement and Other)	$101,116
The College Preparatory School, Alameda County	**373 Students**
[Head of School]	
Total Compensation Package	**$720,712 (FY23)**
Base Salary	$510,600
Other Compensation (Benefits, Retirement and Other)	$210,112
The Bentley School, Contra Costa County	**650 Students**
Head of School	
Total Compensation Package	**$693,758 (FY22)**
Base Salary	$551,814
Other Compensation (Benefits, Retirement and Other)	$141,944

PEER SCHOOLS USED IN EDGILITY COMPENSATION STUDY

	Location	Number of Staff	Grade Level	Revenue (M)
Caliber Public Schools	Richmond, CA	294	K-8	$33.0
Amethod Public Schools	Oakland, CA	561	K-12	$38.7
Education for Change	Oakland, CA	596	K-12	56.1
Lighthouse Community Public Schools	Oakland, CA	341	K-12	$33.3
Envision Education	Oakland, CA	235	6-12	$29.4
Leadership Public Schools	Oakland, CA	266	9-12	$28.7
Aspire Public Schools	Oakland, CA	2632	K-12	$327.0
West Contra Costa Unified	Richmond, CA		K-12	
Albany Unified	Albany, CA		K-12	
Griffin Technology Academies	Vallejo, CA	180	6-12	$20.9

EMPLOYMENT AGREEMENT
Between
MAKING WAVES ACADEMY & ALTON B. NELSON

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the above-named employee ("Employee") and the Governing Board ("Board") of Making Waves Academy ("MWA"), a California nonprofit public benefit corporation charter school approved by the Contra Costa County of Education (hereinafter referred to as the "granting authority").

The Board desires to hire employees who will assist MWA in achieving the goals and meeting the requirements of MWA's charter, and implementing MWA's purposes, policies, and procedures. The parties recognize that MWA is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, MWA and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT

1. MWA has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq*. MWA has been duly approved by the granting authority, according to the laws of the State of California.

2. Pursuant to Education Code section 47604, MWA has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq*. of the Corporations Code). As such, MWA is considered a separate legal entity from the granting authority, which granted the charter. The granting authority shall not be liable for any debts and obligations of MWA, and the employee signing below expressly recognizes that he is being employed by MWA and not the granting authority.

3. Pursuant to Education Code section 47610, MWA must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.

4. MWA shall be deemed the exclusive public school employer of the employees at MWA for purposes of Government Code section 3540.1.

B. EMPLOYMENT TERMS AND CONDITIONS

1. **Duties**
The Employee shall work in the position of CEO. The Employee will perform such duties as MWA may reasonably assign and the Employee will abide by all of

MWA's policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by MWA's charter.

The Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

2. **Term and Work Schedule**
Subject to Section C, "Termination of this Agreement" herein, MWA hereby employs the Employee for a one-year term commencing on July 1, 2025 and ending June 30, 2026. The term of this Agreement may be extended for two additional years, upon mutual consent of the parties by February 15th of the previous fiscal year.

The minimum daily work schedule for this full-time position shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. While the Employee shall generally be available during this time period, the duties of this position may require work on weekends, and before and after the regular work year or hours of the work day. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with MWA.

3. **Compensation**
The annual compensation for this position shall be as follows, which allows for a 3% annual cost of living increase in Years 2 and 3:

FY26: $360,000
FY27: $370,800 (if option mutually executed)
FY28: $381,924 (if option mutually executed)

The Employee's compensation may be prorated depending on whether he remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Benefits**
a. **Health Benefits/Retirement.** The Employee shall be entitled to participate in designated employee benefit programs and plans established by MWA (subject to program and eligibility requirements) for its employees, which from time to time may be amended and modified by MWA in its sole discretion.

MWA's benefits are on a calendar-year cost cycle, and the state has not yet determined the FY26 STRS contribution level. The value of the benefits component of this contract can be estimated by reviewing the FY25 benefits

and retirement package for the Employee shown below and anticipating inflationary cost increases:

State Teacher Retirement System (STRS) (No 403b match): $66,157
Medical: $35,720
Dental: $2,456
Vision: $221
Basic Life Insurance: $311
Long Term Disability: $240

Total: $105,105

b. **Retention Bonus.** The Employee shall be entitled to the retention bonus as set forth in MWA's retention policies.

5. **Performance Evaluation**
The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and agreed upon KPIs. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. The Board president will conduct the annual performance evaluation each fall and the Employee shall have the right to make an oral or written response to the evaluation.

6. **Employee Rights**
Employment rights and benefits for employment at MWA shall only be as specified in this Employment Agreement, MWA's charter, the Charter Schools Act and MWA's Employee Handbook, which from time to time may be amended and modified by MWA. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, The Employee shall not acquire or accrue tenure, or any employment rights with MWA.

7. **Child Abuse and Neglect Reporting**
California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his professional capacity or within the scope of his employment whom he knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the Employee acknowledges he is a child care custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its

provisions.

8. **Conflicts of Interest**
The Employee understands that, while employed at MWA, he will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his employment with MWA.

9. **Outside Professional Activities**
Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. MWA shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Expense Reimbursement**
MWA shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable MWA policy and authorization.

11. **Required Contract Provisions**
The following provisions are required to be included in this Agreement by the California Government Code:

a. **Limitations on Cash Settlement.** In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).

b. Required Reimbursements. The Employee shall be required to reimburse MWA for any salary or fees he receives from MWA in relation to his placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse MWA for any cash settlement he receives in relation to his termination if he is convicted of a crime involving the abuse of office/position.

C. TERMINATION OF CONTRACT
This Agreement may be terminated by any of the following:

1. **Termination For Cause**
The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause

during the term of this Agreement. “Cause” shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee’s failure to satisfactorily perform his duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his choice at a conference with the Board. The conference with the Board shall be the Employee’s exclusive right to any hearing otherwise required by law.

2. **Early Termination Without Cause**
The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board’s right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of his salary (based upon any remaining calendared work days) for the term of this Agreement for a maximum of six (6) months. The Employee shall not be entitled to payment under this section in the event MWA elects not to extend the term of this Agreement as detailed in section A(2) above.

3. **Death or Incapacitation of the Employee**
The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of his job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.

4. **Revocation/Non-renewal**
In the event that the MWA Charter is either revoked or not renewed, this Agreement shall terminate immediately upon the effective date of the revocation/non-renewal of the charters, and without the need for the process outlined in Sections a or b above.

5. Non-Renewal/Expiration of Term
This Agreement does not automatically renew upon expiration of the term. The Board may elect not to offer future employment agreements to the Employee at its sole discretion, without cause, and this Agreement will lapse by its own terms.

D. GENERAL PROVISIONS
1. **Waiver of Breach**
The waiver by either party, or the failure of either party to claim a breach of any

provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

2. **Assignment**
The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

3. **Governing Law**
This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

4. **Partial Invalidity**
If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

5. **Interpretation and Opportunity to Counsel**
The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsman of such provision.

6. **Severability**
If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

7. **Execution of Counterparts**
This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

8. **Signatures**
In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

E. ACCEPTANCE OF EMPLOYMENT
By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with MWA on the terms specified herein.

2. All information I have provided to MWA related to my employment is true and accurate.

3. A copy of the job description and KPIs are attached hereto.

4. This is the entire agreement between MWA and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: _____ Date: _____
Alton B. Nelson

MWA Approval:
Date: _____ _____
Alicia Malet Klein, Board President

This Employment Agreement is subject to ratification and approval by the Governing Board of MWA.

MWA CEO Job Description

The role of the Making Waves Academy (MWA) Chief Executive Officer (CEO) is to provide executive level leadership for the growth, management, and sustainability of MWA. Additional areas of leadership include but not are not limited to building a strong culture of accountability, stability, impact, and compliance. The position resides within the "central office" for MWA. An additional important role for the MWA CEO moving forward is to continue to build alignment between MWA's current model and MWA's vision for the future, which includes technology-assisted learning, focusing on innovation and continuous improvement and further enhancing holistic support. The MWA CEO monitors implementation of the MWA strategic plan and provides oversight of MWA school performance, school leader performance and support, and central office staff performance and support. With an increased focus on strategic initiatives related to college access and success, it is also important to develop, refine, and maintain a solid foundation of formalized operational processes, progress monitoring feedback loops, and metrics to insure MWA continues to be successful, impactful, and results-oriented. In the event of a principal/head of school vacancy, the CEO will serve in the role until one is hired.

Focus areas:

1. Organizational Leadership – Provide direction, oversight, and leadership to MWA leaders, admin, and staff; maintain alignment of vision and mission with actions.

2. Governance & Stakeholder Relations – Receive input from, manage relations with, and report out to MWA, MWF, and charter authorizer boards, the MWEF Executive Committee, and MWA stakeholder groups.

3. Growth/Expansion (Strategic Plan Implementation) – Continued refinement, development, implementation, and progress monitoring of the strategic plan and ongoing due diligence and dialogue regarding growth strategy and tactics.

4. Compliance – Provide oversight and direction in the areas of 1) Federal, state, local, and charter compliance activities; 2) Budget activities through the ***Local Control Accountability Plan*** (LCAP); 3) ***WASC*** accreditation activities and six-year plan implementation; and 4) the Single Plan for Student Achievement (SPSA) activities and implementation.

Position Detailed Duties & Responsibilities:

Under the current MWA organization structure and approved strategic plan, the work of the CEO is executive leadership, supervision, oversight, execution, and progress monitoring of the MWA portion of the Making Waves strategic plan. Responsibilities and duties include:

I. Organizational Leadership

a. Set up systems to identify and track progress on organizational goals using key performance indicators and metrics; analyze and act on the data provided; gather and utilize information from MWA internal and external stakeholders to assess

overall health of the organization and mission and vision alignment.
b. Supervise, evaluate, and hire/terminate the MWA senior school director and all central office executive leadership.
c. Provide oversight and set the vision for student and adult learning content and practices (e.g. Common Core State Standards and cultural competency training).

II. Governance and Stakeholder Relations
a. Work closely with, seek input from, and provide updates to various governance and stakeholder entities – e.g. MWA Board, School Site Council (SSC), charter authorizer board(s), MWEF Board, MWF Executive Committee, and Founder.
b. Work closely with other Making Waves executive leaders in the Making Waves Foundation to collaborate with and align on organizational practices; provide updates on programmatic and strategic initiatives.
c. Develop and maintain strong and supportive relationships and good communication with our charter authorizers (the Contra Costa County Office of Education) and our SELPA provider for Special Education.

III. Growth/Expansion (Strategic Plan Implementation)
a. Provide leadership for and implement the Making Waves Strategic Plan initiatives, meet the annual milestones, and report out on progress against the plan.
b. Work with the MWA COO and MWEF CEO to understand and forecast financial allocations of revenues and expenses that align with the strategic plan and sustainability of the organization.
c. Establish and maintain a local, statewide, and national profile to increase awareness of MWA in seeking support and strategic partnership opportunities for the school.

IV. Compliance MAYBE THIS IS NOW COO?
a. Oversee financial record keeping and reporting practices to meet all local, state, federal, and charter authorizer regulations including audits, LCAP, attendance reporting, and WASC accreditation activities.
b. Work with the MWA COO, Director of Finance, principal/head of school, division directors, finance committee, and audit committee to insure adherence to audit-compliant federal, state, and county financial reporting deadlines; systems controls are being adhered to.
c. Work with MWA principal/head of school and COO to oversee and implement compliance protocols and procedures (for California public schools and federally funded programs) for but not limited to: personnel, mandated reporting, sexual harassment training, and teacher credentialing screening and reporting.

Educational Requirement:
• Bachelors & Masters Required
• Graduate studies and/or a degree in Educational Leadership, an MBA, or non-profit

management

Desired:

• 15-20 or more years of experience K-12 education
• 10 or more years of school leadership experience; 8 or more years of that experience specifically in charter schools
• Budget development and financial reporting experience in public schools
• 8-10 years or more of reporting to and working with a Board of Directors.
• Professional orientation – appearance, communication, organization, detail orientation, follow through, and attitude.
• Experience working with students and families from historically underserved communities.

Coversheet

PowerSchool SIS and Unified Classroom Behavior Products

Section: VI. Consent Action Items
Item: A. PowerSchool SIS and Unified Classroom Behavior Products
Purpose: Vote
Submitted by: Damon Edwards
Related Material:
2025_04.14.2025_Addendum 2_Making Waves Academy_Renewals_Behavior Support and SIS.pdf

BACKGROUND:

Please see the addendum and renewal quotes for the PowerSchool SIS and Unified Classroom Behavior products. PowerSchool SIS is an online student information system used at MWA for grading, attendance, as well as housing student and staff demographic data. PowerSchool Unified Classroom Behavior is an evidence-based solution designed to help K-12 schools effectively manage behavior interventions and supports

RECOMMENDATION:

Please approve the attached addendum and quotes with a combined fiscal impact of $30,157.89 in the 2025-2026 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-120284-2 and Q-103639-2 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, alternation, 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))

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-120284-2

Prepared By:	Aanchal Bajpai	Customer Contact:	Carmen Velarde
Customer Name:	Making Waves Academy	Title:	PowerSchool Administrator
Address:	4123 LAKESIDE DR		
Contract Term:	24 Months	City:	RICHMOND
Start Date:	July 1, 2025	State/Province:	California
End Date:	June 30, 2027	Zip Code:	94806
Payment Terms:	Net 30	Phone #	(510)262-1511
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 1, 2025 to June 30, 2027

Quote Summary

License and Subscription Period(s)	Software	Total
Subscription Period 1: July 1, 2025 to June 30, 2026	USD 6,441.12	USD 6,441.12
Total Contract : July 1, 2025 to June 30, 2027	USD 6,441.12	USD 6,441.12

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Disc (%or $)	Price
Behavior Support Subscription	1,200.00	Students		USD 6,441.12
Subscription Period 1 License and Subscription Fees TOTAL:				USD 6,441.12

Total License and Subscription Fees : **USD 6,441.12**

Subscription Start and End Dates shall be as set forth above. 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 Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

This quote incorporates any statement of work attached hereto. This quote is subject to and incorporate the terms and conditions found at
www.powerschool.com/MSA_2024/, as may amended.

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term end date, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift and excluding any promotional pricing, 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 applicable current contract term.

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: Jon Scrimshaw	Printed Name:
Title: Chief Accounting Officer	Title:
Date: 6-MAR-2025	Date:

PO Number: _____

Powered by BoardOnTrack

PowerSchool

Sales Quote - This Is Not An Invoice

PowerSchool Group LLC
150 Parkshore Dr.
Folsom CA 95630

Quote #: Q-103639-2

Prepared By:	Aanchal Bajpai	Customer Contact:	Damon Edwards
Customer Name:	Making Waves Academy	Title:	Director of Technology
Address:	4123 LAKESIDE DR		
Contract Term:	12 Months	City:	RICHMOND
Start Date:	July 27, 2025	State/Province:	California
End Date:	July 26, 2026	Zip Code:	94806
Payment Terms:	Net 30	Phone #	5103335830
Pricing Vehicle:		Pricing Vehicle Contract #:	

Contract Term : July 27, 2025 to July 26, 2026

Quote Summary

License and Subscription Period(s)	Software	Total
Subscription Period 1: July 27, 2025 to July 26, 2026	USD 23,716.77	USD 23,716.77
Total Contract : July 27, 2025 to July 26, 2026	USD 23,716.77	USD 23,716.77

License and Subscription Fees

Subscription Period 1 License and Subscription Fees

Product Description	Quantity	Unit	Disc (%or $)	Price
Lesson Planner for PS SIS	1.00	Each		USD 0.00
PowerSchool SIS Hosting Test Bed Annual	1,180.00	Students		USD 4,715.28
PowerSchool SIS Hosting SSL Certificate	1.00	Each		USD 617.40
PowerSchool SIS Hosted Subscription	1,180.00	Students		USD 17,765.14
PowerSchool SIS Hosting SSL Certificate	1.00	Each		USD 618.95
Subscription Period 1 License and Subscription Fees TOTAL:				USD 23,716.77

Total License and Subscription Fees : **USD 23,716.77**

Subscription Start and End Dates shall be as set forth above. 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 Customer and PowerSchool. Any applicable sales or other tax has not been added to this quote. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All purchase orders must include the exact quote number of this quote. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions of this quote or any agreement executed between the parties. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will expire after 12 months.

This quote incorporates any statement of work attached hereto. This quote is subject to and incorporate the terms and conditions found at
www.powerschool.com/MSA_2024/, as may be amended.

By either (i) executing this quote or (ii) accessing the services described on this quote, Customer agrees that after the contract term end date, the subscription for such services will continue for successive twelve (12) month subscription periods on the same terms and conditions as set forth herein, subject to a standard annual price uplift and excluding any promotional pricing, 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 applicable current contract term.

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: Jon Scrimshaw	Printed Name:
Title: Chief Accounting Officer	Title:
Date: 10-MAR-2025	Date:

PO Number: _____

Coversheet

TalkSpace Agreement

Section: VI. Consent Action Items
Item: B. TalkSpace Agreement
Purpose: Vote
Submitted by: Damon Edwards
Related Material:
Making Waves Academy - Talkspace_First Amendment to Platform Ser_1798_3 (2).pdf

BACKGROUND:

Talkspace offers online mental health therapy and psychiatric services, connecting individuals and teens with licensed therapists and psychiatric providers via messaging and live video sessions.

RECOMMENDATION:

Please approve the attached Talkspace Platform Services Agreement with a fiscal impact of $63,000.00 in the 2025/2026 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

By: _____

Name: John C. Reilly

Title: Chief Legal Officer and EVP, Government Relations

Date: _____

Making Waves Academy

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: VI. Consent Action Items
Item: C. Cisco Smartnet Annual Renewal Agreement
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Quote_Making Waves Academy_1024.pdf

BACKGROUND:

Cisco Smartnet support contracts provide technical and hardware warranty support for all network and firewall equipment utilized across the MWA campus.

RECOMMENDATION:

Please approve the quote from Linde Group with a fiscal impact of $60,192.60 in 2025/2026 school year.



Quote

Quote Number: 1024

Payment Terms: Net 30 days
Expiration Date: 07/03/2025

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@lindegroup.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 (07/01/25 - 06/30/26)	$4,295.00	$4,295.00	$8,590.00
2)	50	Cisco Systems: Cisco AnyConnect Plus License, 1YR, 25-99 Users (07/01/25 - 06/30/26)	$3.70	$3.70	$185.00
3)	2	Cisco Systems: Cisco FPR2140 Threat Defense Threat, Malware and URL 1Y Subs (07/01/25 - 06/30/26)	$25,708.80	$25,708.80	$51,417.60
4)	1	Cisco SMARTnet Software Support Service for Firepower Management Center, (Hyper-V) for 2 devices (01/16/26 -06/30/26)	$45.00	$45.00	$45.00
				One-Time Total	**$60,237.60**
				Subtotal	**$60,237.60**
				Total Taxes	**$0.00**
				Total	**$60,237.60**

Sales tax calculated for ship-to location: Richmond

Authorizing Signature _____

Date _____

Coversheet

BEI Maintenance Contract

Section: VI. Consent Action Items
Item: D. BEI Maintenance Contract
Purpose: Vote
Submitted by: Damon Edwards
Related Material:
SEC_03_0821_Making Waves Academy_2025 IT Dept Service Agreement Rev 1.pdf

BACKGROUND:

This attached 1-year Preventative Maintenance Agreement provides service coverage for the physical security systems' IT equipment and software. The physical security IT equipment and software are separate from MWA's core IT infrastructure and require regular specialized maintenance to ensure they systems perform well and reliably. The contract also provides technical support for the Avigilon Access Control and Security Camera software and related equipment which enables MWA to receive timely and effective support in the event of an outage.

RECOMMENDATION:

Please approve the BEI Maintenance Contract with a fiscal impact of $32,068.33 in the 2025/2026 school year.

BEI Connect
Technology I A/V I Security
A Division of BEI Construction, Inc.

Design / Build…. "Your Gateway To Success!"

Annual Security IT Maintenance Agreement

Making Waves Academy

4123 Lakeside Drive

Richmond, CA 94806

SEC_03_0189_Making Waves Academy_ 2025 IT Dept Maintenance Agreement Rev 1

May 7, 2025

Presented By:

BEI Connect

BEI Connect
Technology | A/V | Security
A Division of BEI Construction, Inc.

Design / Build…. "Your Gateway To Success!"

May 7, 2025

Damon Edwards
Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806

Re: **SEC_03_0821_Making Waves Academy_ 2025 IT Dept Maintenance Agreement Rev 1**

Dear Mr. Edwards,

On behalf of BEI Connect, we have prepared this revised 1-year Preventative Maintenance Agreement which provides you service coverage for your security systems described below. This proposal represents our service support recommendations based on our knowledge of the installed security systems at the 4123 Lakeside Dr., Richmond CA 94806

INTRODUCTION

BEI Connect is recognized as a highly talented and successful provider of integrated security systems in the US. Our approach to security is unique in that we believe in the long view for security. We interpret our role as a strategic partner with our clients helping them develop and support their unique presentation and communication needs of today and in the future. The intent is to ensure that we've captured the best technology for the client and maximize the cost/value of their security investment. We work closely with a company's management and IT team to implement the technologies requested.

Our team consists of a vast pool of talent representing many years of security design/integration experience with team members holding security certifications and credentials widely respected in the industry. We have refined our model for success by hiring and retaining the best talent in the industry. Our team is currently over 200 persons strong and growing with a national footprint.

We partner with some of the top manufacturers of access control, CCTV, video, Intercom and ancillary communication components to custom design security systems relevant to the specific needs of each client. We provide security services of design and installation based on your specific needs and budget.

Our clients come from a wide variety of industries including high tech., gaming, banking, legal, healthcare, education, hospitality, insurance and private and government. A list of references can be provided upon request.

For more information, please visit our website at www.BEICONSTRUCTION. COM

BEI Connect
Technology | A/V | Security
A Division of BEI Construction, Inc.

Design / Build…. "Your Gateway To Success!"

AREA OF CONCERN

We have included service support coverage for the following systems:

- Security network
- ACC Enterprise Smart Plan 1 YR

SERVICE SUPPORT AGREEMENT / WARRANTY

BEI Connect offers the following Service Support Agreement for areas as listed in Areas of Concern above. This Service Support Agreement shall be binding and deemed effective when executed by Client whose signature is provided for on the signature pages hereof June 2025. This Service Support Agreement will run for a twelve (12-month) period from the date of execution.

BEI Connect offers the following additional coverage as part of our Simplicity Service Support Agreement as follows.

- BEI will provide a login to our client service portal as well as our 1-800 number. Service requests can be requested electronically or via telephone 24/7
- This option includes labor to perform preventative maintenance checks at intervals described to identify potential issues in order to minimize obsolescence and to maintain your system in peak operating condition. Repairs of identified issues will be performed at an additional cost upon customer approval.
- Components that are suspected of being faulty will be reported and a quote for repair or replacement will be provided for approval.
- On-Site labor within 24 hrs.
- On-Site labor within 6 hrs. for issues deemed critical to business operations.
- BEI will provide and maintain a storage rack with a lock for client inventory (if applicable). Inventory will be tracked using BEI's inventory software. Logs will be stored for incoming and outgoing materials and provided to the client upon request. Cost of extra materials is not included in this proposal. An additional quote can be provided upon request.
- Dedicated Service Team with Direct Email and Direct Phone Number
- Priority Response Time within 4 hours (phone or email) during Business Hours
- Unlimited Telephone Technical Support 8am-5pm during Business Hours
- Facilitate Manufacturer's Warranty Repair or Replacement
- Remote Support from BEI Connect Support Team 8am-5pm during Business Hours
    - Remote support options: email or phone
- BEI will Preventative Maintenance Visit as described in the included services section.
- Service Business Hours: (7am until 3pm PST) Monday thru Friday (excluding holidays)

BEI Connect
Technology | A/V | Security
A Division of BEI Construction, Inc.

Design / Build…. "Your Gateway To Success!"

CONTRACT PRICING

Pre-paid 1-Year Support Option:	
12-mo. Service Support Agreement Coverage Period: 07.01.2025 – 06.31.2026 Security Network ACC Enterprise Smart Plan 1 YR	$ 32,088.33
Total	**$ 32,068.33**

Included Services:

- **Security Network Support:**
  - One monthly windows server update (to occur on Friday after patching)
  - One annual update of security switch firmware/IOS
  - Once annually identify hardware and software EOL dates and provide recommendations on appropriate replacements.
  - Once annually ensure hardware and software warranty & support contracts are current. Recommend appropriate renewal agreements.
  - Maintain system documentation.
    - Access control and security system configurations.
    - Maps and diagrams of cameras, NVR's and Network.
  - Maintain backups of switch configuration
  - Once annually, provide training for MWA staff & IT team during summer (1st or 2nd week in august).
  - Review of Avigilon access control system software reported errors, troubles and warnings
  - Review of Avigilon video system software reported errors, troubles and warnings
  - Remote technical support
  - Provide monthly report with recap of services provided
  - Renewal of Avigilon Enterprise Smart Plan included for 177 existing cameras

Manufacturers Warranties

Manufacturers' equipment warranties are of varying lengths (usually 90 days to 1 year) and some cover up to 3 years. BEI Connect will warranty this equipment for the term established by the manufacturer. The labor to remove the equipment and re-install it after the repair is NOT included in this service agreement. BEI Connect's warranty does not apply to any product with an expired manufacturer warranty (as noted above), components existing prior to BEI CONNECT's initial build, and owner furnished equipment items or any item that has been subject to misuse, neglect, accident or operational error. Parts such as filters, lamps, LCD panel, plasma panel, DLP optical engine, ILA type optical units and bulbs are not included.

Exclusions

Service benefit does not apply to:

- Client changes to systems – not covered
- Wireless lock battery replacements are not included in this maintenance agreement.
- If a component fails and is no longer covered under the manufacturer's warranty, BEI Connect will facilitate getting the manufacturer to provide a quote to repair or replace the product. However, BEI Connect cannot provide extended warranties on parts or materials outside the manufacturers specified warranty period. Nor will BEI Connect cover the costs to repair or replace any component that no longer falls within the specified manufacturer's warranty and BEI installation warranty.
- Pre-existing components or owner furnished equipment (OFE) shall be supported with the same response time and diagnostics for repair as all new or existing components provided and installed by BEI Connect. However, in the event an OFE or pre-existing component fails, BEI Connect will require the Client to contact the company from whom they purchased the item to secure support for service or repair of the failed component.
- BEI Connect will not support any item that has been subject to misuse, neglect, accident, operational error or changes made to the system by the client or to the network.

Conditions

- Service Business Hours: (8am until 5pm PST) Monday thru Friday.
- Additional service visits may be determined as billable for services not covered by the agreement at BEI Connect standard flat rate minimum service charge of $600 for the first hour. Additional labor hours are billed at $150/hr. during normal business hours. After hours and emergency rates can be provided at time of request.
- BEI Connect will warranty equipment for the term established by the manufacturer.
- The labor to remove the equipment and re-install it after repair is NOT included as part of this service agreement.
- Consumable parts are billable.
- Client is expected to ensure that rooms are sequentially available on the same day(s) for the scheduled preventative maintenance visit(s), in effort to facilitate efficiency during the visit(s) and prevent a return site visit due to room unavailability. We will work with the client to coordinate a mutually convenient date and workflow per room visit to ensure minimal disruption to the Client and maximum efficiency of labor performed during the preventative maintenance site visit.
- Price for service agreement will be contingent upon a full inspection and evaluation of the current security system. Additional one-time fee will apply for inspection unless otherwise noted.

BEI Connect
Technology | A/V | Security
A Division of BEI Construction, Inc.

Design / Build…. "Your Gateway To Success!"

Termination

Either BEI Connect or Trinity may terminate this agreement, with or without cause, by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination. The agreement is non-refundable.

SUMMARY

BEI Connect is committed to the ongoing service support of our clients. We have the experience and expertise to provide you with the future support needs.

We are confident that our participation on support will contribute to your security success. We trust you will find this Service Support Agreement proposal acceptable. All we require is your review, select the option desired, and provide approval of this proposal with signature and/or purchase order. This proposal is valid for 30 days.

Sincerely,

Nick Giouzelis

Nick Giouzelis
BEI Connect
1101 Marina Village Parkway
Alameda, CA 94501
ngiouzelis@beiconstruction.com

BEI Connect
Technology | A/V | Security
Premier Audio Visual Solutions
A Division of BEI Construction, Inc.

BEI Connect
Technology | A/V | Security
A Division of BEI Construction, Inc.

Design / Build…. "Your Gateway To Success!"

Statement of Work

This Statement of work dated May 7, 2025 is between BEI Connect ("BEI") and Making Waves Academy ("MWA").

Scope of Work:
1-year Preventative Maintenance Support as per the proposal above.

"SEC_03_0821_Making Waves Academy_ 2025 IT Dept Maintenance Agreement Rev 1"

Cost & Terms:
The cost for the materials, labor and expenses furnished under this Statement of Work will be:

Security Support 1-year: $ 32,068.33

If the terms and or conditions of this Statement of Work are modified by MWA, BEI will continue to furnish labor, materials and expenses to the MWA on a change order basis. BEI will require verbal, written, email or text approval from the MWA or agents on behalf of the MWA to execute any change order. If a Purchase Order is needed in order to invoice for services, then the MWA will provide a Purchase Order prior to the start of the work if needed.

Payment / Invoicing Phases:

Phase I: At Signing of Agreement **100% (of Contract value) or Specified Amount**

Change Orders will be invoiced upon completion of change order.

Invoicing, Deposits & Payments will be submitted according to the schedule above. The terms of this statement of work will be from ("date of signing of agreement") through the completion of the project. Payment terms are NET 30 from date of invoice. Late payments shall bear interest at a monthly rate of 2%. In the event that collection proceeding is undertaken, the costs of collection, including reasonable attorney fees, shall be added to the amounts due under this agreement.

Making Waves Academy	**BEI Connect** (A Division of BEI Construction, Inc.)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Coversheet

APEX Renewal Agreement

Section: VI. Consent Action Items
Item: E. APEX Renewal Agreement
Purpose: Vote
Submitted by: Damon Edwards
Related Material: Q-696883 - 5_5_2025_Revised.pdf

BACKGROUND:

APEX by Edmentum provides digital curriculum and virtual learning solutions for grades K-12, offering a wide range of courses for original credit, credit recovery, acceleration, and advanced placement. The cost of this renewal agreement is being paid for out of the A-G Completion Improvement Grant Program.

RECOMMENDATION:

Please approve this agreement with a fiscal impact of $55,853.62 in the 2025-2026 school year.

edmentum™

Date:	05/05/2025
Order Number:	Q-696883
Revision:	1
Order Form Expiration Date:	07/31/2025

ORDER FORM

Customer and Billing Address

Customer No.: 249707
Customer Name: Making Waves Academy
Billing Address: 4123 Lakeside Dr
Richmond, CA 94806-1942

Products and Services

Making Waves Academy

Products	Qty	License Start Date	License End Date	License Term (Months)
Apex Learning Courses: Unlimited enrollment subscription	483	08/01/2025	07/31/2026	12
Customer Success Services	1	08/01/2025	07/31/2026	12

Making Waves Academy Subtotal: $55,853.62

Total US Funds: $55,853.62

This Order shall have an effective date ("Effective Date") which is the earlier of (a) the date we accept your signed Order Form or (b) the initial License Start Date, if any, applicable to the products listed in the order summary above ("Order Summary") and shall remain in effect through the end of the Term.

To the extent this Order includes Purchases of Enrollment Products, they are governed by the terms and conditions listed in Appendix A. For all other products, unless otherwise specified in the Order Summary, the Start Date for your software subscription license(s) will be the date on which we have accepted your order and have issued log-in credentials. In the case of a purchase for multiple successive subscription licenses, the Start Date for each successive subscription will be the day immediately following the License Term expiration of the preceding license subscription.
*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section. We reserve the right to pursue collections to the fullest extent permitted by law for sales taxes that have been charged on invoices submitted prior to our receipt of a valid tax exemption certificate.

Invoicing and Payment Terms

The total amount in the Order Summary will be invoiced on the Effective Date.

You agree to pay all invoices within 15 days of receipt. Although we will generally not invoice you until after you enroll, use, or access,

Date:	05/05/2025
Order Number:	Q-696883
Revision:	1
Order Form Expiration Date:	07/31/2025

ORDER FORM

we reserve the right to immediately invoice you for any services you purchase.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to Edmentum Inc. and affiliates.

This Order Form and any documents it incorporates (including the Standard Purchase and License Terms attached hereto and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect. If this Agreement includes Professional Services, they are more fully described herein, in the Standard Terms and/or on an attached Statement of Work.

Purchase Order

This Agreement is non-cancellable. You will submit a purchase order to us for the full amount of this Order Form or, if applicable, for the amount listed on the first payment due date in Invoicing and Payment Terms, followed by additional purchase orders according to the Invoicing and Payment Terms. Your Order will not be scheduled for delivery until a conforming purchase order referencing this Order Form is submitted.

To the extent applicable, you will submit additional purchase orders ("Subsequent Purchase Orders") within ten (10) days of our notice to you that your Enrollment Products Purchases, in the aggregate, have exceeded the amount identified in the Initial Purchase Order for such products. If we waive a Subsequent Purchase Order requirement, you agree to pay the amounts identified on our invoice.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Invoice Contact Information – Please Provide Your Finance Dept Contact Information

First Name:

Last Name:

Email Address:

Date:	05/05/2025
Order Number:	Q-696883
Revision:	1
Order Form Expiration Date:	07/31/2025

ORDER FORM

Customer Signature

Name (Printed or Typed)

Title

Date

edmentum

STANDARD SERVICE PURCHASE AND SOFTWARE LICENSE TERMS

The Terms and Conditions contained in this document (the "**Standard Terms**") apply to any transaction whereby we (sometimes referred to in this document as "**we**" "**us**" or "**our**") provide to you our customer (referred to as "you" or "your" as identified in more detail on the applicable Order Form ("**Order Form**")) (1) license rights to use our Software for a fixed term, (2) Materials for use with the Software, or (3) Professional Services. These Standard Terms are an integral part of an agreement (the "**Agreement**") that consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms (including those incorporated by hyperlink reference). You acknowledge that the Order Form and the Standard Terms constitute the entire agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been executed by you. We reserve the right to require your submission of one or more purchase orders in accordance with the terms outlined in your Order Form. Capitalized terms used throughout the Agreement are defined in the Order Form, in section 5.0 (below), and elsewhere in these Standard Terms. These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically documented in a signed Order Form.

1.0 SOFTWARE: The following terms and conditions will apply to your transaction with us as described in more detail on the Order Form:

1.1 General License Terms. All Software license rights that we grant you are specifically subject to the following general terms and conditions:

1.1.1 All licenses are non-exclusive, non-transferable and non-assignable.

1.1.2 We either own or have licensed from third parties all rights necessary to grant the licenses being granted you in the Software. We or our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know- how furnished by us or our licensors in connection with this Agreement, as well as all related intellectual property rights.

1.1.3 All access and use of Software under this Agreement will be subject to our Privacy Policy, which can be found at http://www.edmentum.com/Privacy which is expressly made a part of this Agreement.

1.1.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the license expiration date as identified on the Order Form. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement.

1.1.5 We reserve the right to terminate access to any Software to the extent we end of life or similar the Software. If we exercise this right we will transition you to an appropriate and substantially similar alternative Software product that we own or license.

1.2 Restrictions. You and your Users will use the Software solely for the purposes stated in the applicable license grants and will not: (i) modify, copy or create derivative works based on the Software; (ii) frame or mirror any content forming part of the Software, other than for your own internal educational or training purposes during the license term and not in violation of any use or User restrictions; (iii) reverse engineer, decompile or disassemble the Software; (iv) access or allow others to access the Software in order to build, market or offer a competitive product or service, or copy any ideas, features, functions, answers, questions, contents or graphics of the Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software available to any third party, other than to Users as contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software without our prior written permission.

1.3 Software Operability:

1.3.1 Maintenance and Access. During the Subscription Period, we will use commercially reasonable efforts to make the Software available (subject to routine maintenance windows and unavailability not caused by us) to you and your Users via the Internet 24 hours a day, 7 days a week. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4).

1.3.2 Outage Periods. The term "**Outage Period**" means a period of more than 48 consecutive hours in which your Users are prevented from accessing the Software due to factors completely within our control during a period that you are not in breach of this Agreement. Outage Periods exclude (a) planned downtime and (b)any Force Majeure event. If you experience an Outage Period, then upon your written request we will issue you a credit for the pro-rated share of fees you have paid for usage during the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. Your sole and exclusive remedy for an Outage Period will be the above credit.

1.4 System Requirements. Our System Requirements document (found at http://www.edmentum.com/support) ('System Requirements") details the necessary hardware, software, system configuration, network infrastructure, bandwidth and other operational requirements necessary for you to successfully operate and use the Software. The System Requirements are subject to periodic change. You acknowledge that you are responsible for the cost, operation and availability of, and you and your Users compliance with, all elements of the System Requirements.

1.5 Responsibility for User Activity. You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of or use of the Software, and notify us promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply (and make reasonable effort to ensure compliance by your Users) with all applicable local, state and federal laws, rules and regulations.

1.6 Intellectual Property

1.6.1 Reservation of Rights. The Software we are providing is licensed to you, not sold. Subject to the limited rights expressly granted to you and your Users herein, we reserve all rights, title and interest in and to the Software and any Materials we provide, including all related intellectual property rights (except for those owned by our third-party vendors and licensors, which are reserved to them). No other rights are granted to you or your Users.

1.6.2 Rights to Customer Data. As between you and us, you own all rights, title and interest in and to all Customer Data. You hereby grant us a non-exclusive, revocable, royalty free license to use, modify, distribute and work with the Customer Data to the extent that we do so only as necessary to perform the Services under this Agreement and in compliance with this Agreement, applicable law and our Online Learning Programs Privacy Policy.

1.6.3 Suggestions. We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users relating to the Software.

1.6.4 Custom Learning Paths

a. Rights to Custom Learning Paths. Certain Software allows you to customize the instructional content of the Software to suit your instructional needs. "**Your Learning Paths**" refers to the custom learning paths you create using this feature of the Software. We make no warranties or commitments related to your ability to access or use Your Learning Paths during the term of your licenses or at the expiration or termination of your licenses.

b. Our Use of Your Learning Paths. We may use or modify Your Learning Paths and may provide them to our other customers, provided that such provision does not include any student personally identifiable information.

c. Customer Created, Modified or Stored Content. Certain Software enables your educators to create, customize or store instructional content, documentation or otherwise ("customized instructional content"). If you do, you accept, agree and acknowledge that (i) we may use and disseminate such customized instructional content, (ii) at the expiration or termination of your licenses, we will not be returning, and you have no rights in, such customized instructional content. you are responsible for ensuring that all laws, regulations and judicial precedence is followed in such creation, customization, disclosure or storage, including but not limited to intellectual property laws and you will indemnify us and our affiliates, successors and assigns in the event you fail to do so.

1.7 Limited Warranty for Software. Subject to the terms of Section 4.6, we warrant that the Software will perform in substantial accordance with the applicable Documentation during the Subscription Period. This warranty is contingent on your use of the Software in accordance with this Agreement and the applicable Documentation. If we breach this express warranty, and you promptly inform us of such in writing, we will at our option and expense: (a) modify the affected Software to generally conform with the applicable Documentation, or (b) provide a replacement for the affected Software which generally conforms with that Documentation, or (c) refund you the portion of your license price related to the applicable Software that is attributable to the remaining Subscription Period. This will be our sole obligation, and your sole remedy, with respect to any breach of this warranty. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE SOFTWARE WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS.

2.0 THIRD PARTY SOFTWARE AND SERVICES. The following terms and conditions will apply to all Third-Party Software and Third Party Services.

2.1 Subject to Third Party's Warranties and Terms. Third Party Software and Third Party Services are distributed by us as a licensor, distributor or reseller. These products and services are provided subject to the separate license and sale terms, conditions and restrictions required by the third party. WE DO NOT PROVIDE, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ON ANY THIRD-PARTY SOFTWARE AND SERVICES WE SUPPLY OR MAKE AVAILABLE TO YOU. IN ADDITION, WE DO NOT GUARANTEE THE AVAILABILITY OF SUCH THIRD-PARTY SOFTWARE OR SERVICES AND SUCH SOFTWARE OR SERVICES MAY BE MODIFIED OR REMOVED AT ANY TIME.

2.2 Warranty Claims. We will use reasonable commercial endeavors to facilitate warranty claims you may make against the third party supplying such products or services. **This is our sole obligation relative to these products or services.**

3.0 PROFESSIONAL SERVICES. Professional Services listed on the Order Form will be provided subject to the following terms and conditions:

3.1 Mutual Cooperation. You and we mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services.

3.2 Scheduling Changes Caused by You. You agree to notify us at least 5 business days in advance of your intention to reschedule previously confirmed on-site Professional Services sessions. If you do not provide such notice, and we are unable to re-assign the resources scheduled to provide your Professional Services, we reserve the right to charge you a cancellation fee of up to $750 for each day cancelled without such notice.

3.3 Scheduling Changes Caused by Us. If we are required to reschedule (except for reasons caused in whole or in part by you or that are outside our reasonable control) a previously confirmed on-site Professional Services delivery session, we will use all reasonable efforts to provide you at least 5 business days' notice. If we do not provide such notice, and you incur reasonable direct, non-refundable expenses which you have made good faith efforts to avoid, we will upon your written request (which must include documentation of these expenses) provide you a credit for such expenses. In no case, however, will the amount of credit exceed $750.

3.4 Acceptance of Services and Warranty.

3.4.1 Warranty and Acceptance. We warrant that the Professional Services we provide will be performed in a workmanlike manner. If you reasonably determine that the Professional Services have not met this standard, you must provide us written notice specifying any deficiencies in detail within 10 business days after the service delivery. We will then use reasonable commercial efforts to cure any such deficiencies promptly which may include our providing additional Professional Services at our expense. If you do not provide

notice of any deficiencies to us within the 10-day period, your acceptance of the Professional Services will be considered final.

3.4.2 Failure to Cure. If you give us notice under subsection 3.4.1 and we are unable to cure the deficiency within 60 days after your notice, you may terminate the directly affected portions of service and obtain a refund of amounts you have paid for the terminated Professional Services.

3.4.3 Sole remedies. The remedies specified in this section 3.4 are your only Professional Services related remedies.

3.5 Compliance with Workplace Rules. We will have the person or persons we assign to perform the Professional Services comply with those of your lawful workplace rules you have provided to us and them in writing in advance.

3.6 Subcontractors. We may, in our reasonable discretion, use third parties, including, but not limited to agents, to perform any of our obligations regarding delivery of the Professional Services.

4.0 GENERAL TERMS

4.1 Fees and Payment

4.1.1 Fees. You agree to timely pay all amounts due to us as shown on the Order Form and acknowledge that by submitting a signed Order Form, you are representing to us that the employee or agent signing on your behalf has the requisite authority to bind you to the terms and conditions of the Agreement, including the payment obligations identified on the Order Form. Except as specified in the Order Form or in this Agreement, all such amounts are non- cancellable and non-refundable. To the extent that you fail to timely pay all amounts due as identified on the applicable Order Form, you accept that we can institute any and all collection efforts and legal claims that we deem appropriate and that you shall pay us for all costs and expenses (including attorney's fees) we incur in connection with such collection efforts and claims.

4.1.2 Taxes. Except to the extent you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority covering all applicable taxes otherwise due and payable, we will invoice you for and you will pay any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, gross receipts, sales, use or withholding taxes associated with your license or purchases under this Agreement, except for taxes based on our net income or real property.

4.1.3 Acceptance. All Software will be deemed accepted upon our making it available to you online and will thereafter be subject to the limited warranty provision of this Agreement**.**

4.2 Confidentiality

4.2.1 Definition of Confidential Information. "**Confidential Information**" means all confidential and proprietary information disclosed by one party (the "**Discloser**") to the other (the "**Receiver**") and that is either designated as confidential or of a type that should be reasonably expected to be confidential. Confidential Information includes the Customer Data, our Software, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party.

4.2.2 Protection. The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement. You accept and acknowledge that you input the information and data into our Software, including any Student personal information that you deem necessary and that we have no control over such input, that certain third parties may have access to such information and data to assist in enhancing the Software and in facilitating your Users use and access of the Software and that we may retain the data and information that you provide in accordance with our normal retention and destruction practices on certain or our servers, SAN and/or cloud backups.

4.2.3 Compelled Disclosure. If by court order, legal requirement or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

4.2.4 Remedies. If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure.

4.3 Indemnities

4.3.1 Our Indemnification of You. Subject to the conditions described below and the provisions of section 4.6, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings made or brought against you by a third party (collectively called "Claims"), as follows:

a. **For Personal Injury or Property Damage.** Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or negligence of our personnel while on your premises.

b. **For Infringement, violations of law or the Agreement.** To the extent permitted by applicable law, our indemnity covers Claims arising from our material violation of any provision of this Agreement or applicable law related to the Software or Services except to the extent caused by Customer's own acts or omissions and Claims alleging that your Users use of the Software in accordance with the terms of this Agreement, or any Materials furnished by us in connection with this Agreement infringes the intellectual property rights of a third party. We will have no indemnification obligations or other liability for any claim of infringement or misappropriation to the extent (a) based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Software or Materials if infringement would have been avoided by the use of a subsequent or unaltered release of the Software or Materials provided to you or (iii) your use occurs in a jurisdiction other than the United States. If the Software becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the Software; replace or modify the Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Software and refund you the portion of your purchase price attributable to the returned product for the remaining Subscription Period. This indemnity

shall not apply to fines, penalties, or sanctions imposed directly on the Customer by a governmental entity unless resulting from Our willful misconduct or gross negligence.

4.3.2 Your Indemnification of Us. Subject to the conditions described below and section 4.6, and to the extent not prohibited by applicable law, you will defend, indemnify and hold us harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against us by (i) a third party alleging that the Customer Data, your use of the Software in violation of this Agreement, or any materials, data or information provided by you or your representatives either: (a) infringes the intellectual property rights of a third party, or (b) has otherwise harmed a third party, or (ii) anyone who has suffered personal injury or property damage based upon you or your employees, agents or Students or Users negligence or intentional misconduct.

4.3.3 Conditions. These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.

4.3.4 Exclusive Remedies. Our and your exclusive indemnification responsibilities are stated in this section 4.3.

4.4 Care of Customer Data. We will make periodic backups of Customer Data you enter into our Software and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such Customer Data against loss and unauthorized access. We are not responsible for lost Customer Data. You will be responsible for maintaining backups of Customer Data held in our Software or learning management systems and for replacing it if it is lost or destroyed for any reason.

4.5 Force Majeure. The term "**Force Majeure**" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, communication or data systems, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement upon written notice. You shall be entitled to a proportional refund of any fees/costs/charges paid under this Agreement for the period of our nonperformance due to force majeure.

4.6 Disclaimers, Limitations and Exclusions.

4.6.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1.7 OR 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Notwithstanding the above disclaimers, we agree to make reasonable efforts to timely repair or correct any error or defect in the Software provided under this Agreement.

4.6.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS (WHICH ARE LIMITED TO $50,000 IN THE AGGREGATE FOR ALL CLAIMS AGAINST EITHER PARTY IN ANY CALENDAR YEAR) AND THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, INDEMNIFICATION OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THE APPLICABLE ORDER FORM DURING THE PRIOR TWELVE MONTHS. THE ABOVE LIMITATION WILL NOT APPLY TO EITHER PARTY IN THE EVENT YOUR STATE STATUTES ARE FOUND TO GOVERN THIS AGREEMENT AND THEY SPECIFICALLY PROHIBIT A LIMITATION OF LIABILITY PROVISION.

4.6.3 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.7 U.S. Governmental Users. The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

4.8 Term and Termination

4.8.1 Term of this Agreement. This Agreement will begin on the Order Form Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last Subscription Period identified in the applicable Order Form.

4.8.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

4.8.3 Outstanding Fees. Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

4.9 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: 1.6, 1.7, 2.1, 4.2, 4.3.1, 4.3.2, 4.3.4, 4.6, 4.9 and 5.0.

4.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Either Party may assign this Agreement in its entirety without the other Party's consent in connection with a transaction involving a sale of all or substantially all of the Party's assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

4.11 Student/Parent Consents and Communication. You are responsible for obtaining any necessary or legally required consents from students, parents and/or guardians related to your Users access and use of the Software. To the extent that your license includes our providing a virtual instructor associated with the licensed content, you accept and acknowledge that such virtual instructor may periodically be communicating with students and their parents and/or guardians.

4.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these Standard Terms and an Order Form, these Terms, as amended, will prevail.

4.13 Governing Law. This Agreement will be governed by the internal laws of the State of California, without regard to its conflicts of laws rules.

4.14 Third Parties. There are no third-party beneficiaries to this Agreement.

4.15 Notices. All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to us will be addressed to the attention of Director of Customer Finance. Notices to you will be addressed to the attention of the person signing the Order Form for you.

4.16 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

4.17 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

4.18 Waiver. No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

5.0 DEFINITIONS

- **"Concurrent License"** means a Software license that may be accessed during the Subscription Period by any User, but may only be accessed by one individual User at a time.
- **"Course Enrollment"** shall mean a Consumable License plus the non-exclusive services of a virtual instructor qualified to provide online teaching services associated with the Consumable License.
- **"Consumable License"** means a Software license to a single course assigned to a single, Named User. Within thirty days of the date in which a Consumable License is made available to a Named User, you may remove that Named User and reassign the Consumable License to a different Named User for future use although such reassignment shall not extend the original Subscription Period. The Subscription Period for a Consumable License begins upon the earlier of (i) when the course content is first accessed by any Named User or (ii) sixty days following the date that access is first made available to a Named User, and ends one year later.
- **"Customer Data"** means all electronic data, materials and other information you and/or your Users have entered or stored in the Software, including, but not limited to data and records relating to student information, performance or use, your teacher data and supplemental instructional materials.
- **"Documentation"** means the technical specifications and/or functionality particulars regarding the Software that we provide you with the Order Form, if any.
- "**Materials**" means those materials that we provide you, if any, in connection with your Software license and/or Professional Services purchases that your Users can use solely for their internal educational purposes during the applicable Subscription Period.
- **"Named User"** means a specific Student User identified by name and designated as the sole Student User of the specific license.
- **"Order Form"** means the Order Form prepared and offered by us and returned to us by you indicating your acceptance of the terms and conditions of this Agreement. To the extent that you fail to execute and return the applicable Order Form to us, you accept and acknowledge that by using the Software (or any of your Users using the Software), you agree to the terms and conditions of this Agreement, as amended by the Parties.
- **"Reusable License"** means a Software license whereby only one Named User is designated to use the license at a time, but may be reassigned to another Named User during the Subscription Period. While a Reusable License is assigned to a specific Named User, it may not be used by any other Student User at any time until reassigned to another Named User.
- **"Software"** means the online educational software that is identified on the Order Form that we make available to your Users via our Internet-based learning management system. The term "Software" includes both our Software and Third Party Software.
- **"Professional Services"** means the services identified on the Order Form that we agree to provide to you to assist in your implementation and/or on-going use of the Software.
- "**Students**" means those of your students that are provided access to the Software.
- **"Site License"** means a Software License that may be accessed during the Subscription Term by all authorized Users located in the specific physical site identified on the Order Form.
- **"Program License"** means a Software License that may be accessed during the Subscription Term by the authorized number of Users identified on the Order Form.
- **"Subscription Period"** means the period of time during which you will have access to the Software you license under the Agreement. This period will begin with the start date identified in the applicable Order Form or upon processing of your PO in the event that dates are not identified upon the Order Form, and (unless earlier terminated, suspended or revoked in accordance with the Agreement) will last for the duration of your Software license access identified on the Order Form.
- **"Third Party Software"** means software or content that we license from a third party for license to our customers under licensing terms and conditions specified by the producer.
- "**Third Party Services"** means the services that you purchase from us that are identified on the Order Form and that are performed by an entity or individual other than our employees and independent contractors.
- **"Users"** means those Students that you supply (or authorize us to supply) user identifications and passwords to and for which you've purchased an adequate quantity of the applicable Software licenses for. Users may include one or more Students.
- **"We", "Us" or "Our"**, whether or not capitalized, refer to the entity or entities identified on the first page of the Order Form (Edmentum, Inc., or Education City, Inc.).

6.0 INSURANCE

- We will maintain policies of workers compensation, general liability, professional liability, cyber security, and errors and omissions insurance applying to the Software and Services provided by us to you for the entire duration of the Subscription Period. If any policies are written on a claims-made form, we agree to maintain such coverage continuously throughout the term of the Agreement and, without lapse, for a period of at least one year beyond the expiration of the term, such that should occurrences during the term give rise to claims made after expiration of the term, such claims shall be covered. Our workers compensation insurance policy as required by this Agreement shall meet the minimum legal requirements and include employer's liability insurance in the amount $1,000,000 per accident for bodily injury and disease. Such insurance (other than workers' compensation) shall have a minimum combined single limit of liability of no less than one million dollars ($1,000,000) per occurrence and a general aggregate limit of at least two million dollars ($2,000,000). Such insurance shall be issued by an insurance company or companies authorized to engage in such insurance business in the State of California and rated not less than A-Vill in Best's Insurance Guide. We shall maintain a policy of cyber liability coverage, with a minimum combined single limit of liability of no less than one million dollars ($1,000,000) per occurrence and a general aggregate limit of at least two million dollars ($2,000,000). We shall provide thirty (30) days advance written notice to you of cancellation, non-renewal or reduction in coverage. General Liability policies must provide the following: (1) name as Additional Insured Making Waves Academy, its Board, officers, directors, authorized volunteers, agents, and employees and the Contra Costa County Office of Education; and (2) that such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought. Before any payment is due to us by you, we must provide you with the certificates of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) as applicable, evidencing all coverages set forth above and shall furnish complete copies of policies promptly upon your request. We also understand and agree that you may withhold payment for services or products for any violation of or noncompliance with these insurance obligations.

7.0 COMPLIANCE WITH THE LAW

- Each Party shall at all times comply with all federal, California, and local laws, ordinances, regulations, and orders that are applicable to this Agreement and its performance hereunder, including but not limited to the California Student Online Personal Information Protection Act (SOPIPA), California Ed. Code section 49073.1, Children's Online Privacy Protection Act (COPPA), and Family Educational Rights Privacy Act (FERPA).
- Student records obtained by us from you continue to be the property of and under the control of the Making Waves Academy. Student records include any information directly related to a student that is maintained by or on behalf of Making Waves Academy or acquired by us directly from the student and/or the student's parent or guardian through the use of instructional software or applications assigned to the student by a teacher or other Making Waves Academy employee, volunteer or contractor. Student records do not include de- identified information (information that cannot be used to identify an individual student).
- Students may retain possession and control of their own student-generated content and transfer student- generated content to a personal account, to the extent consistent with the functionality of our products and services, by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, we will provide the option to transfer student account data into a family account (to be paid for by the student or parent/guardian separately). If transfer to a family account is not possible, we will provide another means for student-generated content transfer via downloaded or exported file.
- Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, we will work with Making Waves Academy to make the personally identifiable information in the student's records that are accessed, stored, or maintained by us available for the parent, guardian or eligible student's review and correct any erroneous information contained in such records.
- We shall take commercially reasonable actions to ensure the security and confidentiality of student records. Our security measures are designed to protect the student records and personal information it collects from loss, misuse, and unauthorized access, disclosure, alternation, and destruction and include but are not limited to designating and training responsible individuals on ensuring the security and confidentiality of student 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 Software and Services under the Agreement.
- In the event of a confirmed unauthorized disclosure of a student's records, we shall notify Making Waves Academy thereof in writing as soon as reasonably possible but no later than five (5} business days and use commercially reasonable efforts to remedy such breach.
- We shall not use any information in a student record for any purpose other than those required or specifically permitted by the Agreement.
- A student's records shall not be retained or available to us after termination or upon completion of the terms of the Agreement, except for a case where a student chooses to establish or maintain an account with us for the purpose of storing student- generated content, either by retaining possession and control of their own student-generated content, or by transferring student-generated content to a personal account. We will, within thirty {30} days of receipt of a written request from Making Waves Academy, provide written notice that student records have been destroyed and/or deidentified. We shall not use personally identifiable information in student records to engage in targeted advertising. The obligations in this section shall survive termination of the Agreement.

Coversheet

CharterSafe: Workers’ Compensation Insurance Renewal

Section: VI. Consent Action Items
Item: F. CharterSafe: Workers’ Compensation Insurance Renewal
Purpose: Vote
Submitted by:
Related Material:
Making Waves Academy.1095.CharterSAFEProposal2526.05-22-2025.pdf

1095
W
SafetyN
WC

CharterSAFE
BE SAFE • FEEL SAFE

2025-2026 Membership Renewal Proposal

Prepared for Named Member:

Making Waves Academy

Coverage Effective:

July 01, 2025 at 12:01 AM - July 01, 2026 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 22, 2025 at 9:58 am

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 Alton,

CharterSAFE is pleased to present your membership renewal for the 2025-2026 year. Your membership includes the following:



For a more detailed listing of our member services, please contact Karli Daniels at kdaniels@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 2025-2026 year!

Thank you,

The CharterSAFE Team

CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.

1095
W
SafetyN
WC

MEMBER CONTRIBUTION SUMMARY

Named Member:

Making Waves Academy

Coverage Effective: July 01, 2025 at 12:01 AM - July 01, 2026 at 12:00 AM

Your CharterSAFE Insurance Program includes the following coverages:

Workers' Compensation & Employer's Liability Member Contribution	**$156,773.00**
Total Member Contribution	**$156,773.00**

Member can choose one of two payment options when accepting the proposal online	**Payment in Full - $156,773.00** **Installment Plan** • Deposit (25%) - Due Now - $39,193.00 • 9 Monthly Installments - $13,064.00

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	**$13,627,762.00**

Scheduled Locations and Breakdown of Exposures

Location ID: 18874
Making Waves Academy-Gym: 4165 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **0.00**

Location ID: 1814
Making Waves Academy: 4123 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **2,400,000.00**

Location ID: 1813
Making Waves Academy: 4131 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **2,400,000.00**

Location ID: 19125
Making Waves Academy: 4145 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **2,227,762.00**

Location ID: 19124
Making Waves Academy: 4155 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **2,200,000.00**

Location ID: 18260
Making Waves Academy: 4175 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **2,200,000.00**

Location ID: 18596
Making Waves Academy: 4285 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **2,200,000.00**

Location ID: 23273
Making Waves Academy: US Gym: 4075 Lakeside Drive

Richmond, CA, 94806
Leased/Owned: **Leased**

Payroll: **0.00**

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

Cornerstone

Section: VI. Consent Action Items
Item: G. Cornerstone
Purpose: Vote
Submitted by:
Related Material: Cornerstone Educational Solutions – MWA Contract – SY [2025-2026].pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA MAKING WAVES ACADEMY

Contract Year 2025-2026

_____ 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.

Table of Contents

Contents

GENERAL PROVISIONS 1

1. MASTER CONTRACT 1
2. IMPLEMENTATION 1
3. CERTIFICATION AND LICENSES 2
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 3
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICE AGREEMENT (“ISA”) 3
7. DEFINITIONS 4

ADMINISTRATION OF CONTRACT 5

8. NOTICES 5
9. MAINTENANCE OF RECORDS 6
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 7
12. VENUE AND GOVERNING LAW 7
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION 7
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 10
20. NON-DISCRIMINATION 11

EDUCATIONAL PROGRAM 11

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) 11
22. GENERAL PROGRAM OF INSTRUCTION 12
23. INSTRUCTIONAL MINUTES 13
24. CLASS SIZE 13
25. CALENDARS 13
26. DATA REPORTING 14

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 14
28. STATEWIDE ACHIEVEMENT TESTING 15
29. MANDATED ATTENDANCE AT LEA MEETINGS 15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 15
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 17
33. SURROGATE PARENTS AND FOSTER YOUTH 18
34. DUE PROCESS PROCEEDINGS 18
35. COMPLAINT PROCEDURES 19
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS 20
38. STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF STUDENT FROM PROGRAM 20
40. PARENT ACCESS 21
41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS 21
42. STATE MEAL MANDATE 22
43. MONITORING 22

PERSONNEL 23

44. CLEARANCE REQUIREMENTS 23
45. STAFF QUALIFICATIONS 24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 24
47. STAFF ABSENCE 25
48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME 25

HEALTH AND SAFETY MANDATES 26

49. HEALTH AND SAFETY 26
50. FACILITIES AND FACILITIES MODIFICATIONS 26
51. ADMINISTRATION OF MEDICATION 26
52. INCIDENT/ACCIDENT REPORTING 27
53. CHILD ABUSE REPORTING 27
54. SEXUAL HARASSMENT 27
55. REPORTING OF MISSING CHILDREN 27

FINANCIAL 27

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES 27

57. RIGHT TO WITHHOLD PAYMENT 28

58. PAYMENT FROM OUTSIDE AGENCIES 29

59. PAYMENT FOR ABSENCES 30

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY 30

61. INSPECTION AND AUDIT 31

62. RATE SCHEDULE 32

63. DEBARMENT CERTIFICATION 32

EXHIBIT A: 2025-2026 RATES 34

EXHIBIT B: 2025-2026 ISA 36

2025-2026 **CONTRACT NUMBER:** 005

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, 2025, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter 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, 2025 to June 30, 2026 (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, 2025 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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).

vi. 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 LEA 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 it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual 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;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 the individual's 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 prone containment.
7. 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.

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 the individual 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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil

would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

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 1501.1and 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.

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.

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 pupils 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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the ____1st__ day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Cornerstone Educational Solutions	_Making Waves Academy_____
Nonpublic School/Agency	**LEA Name**
By: _____	**By:** _____
Signature **Date**	**Signature** **Date**
_____	Alton Nelson, Chief Executive Office (CEO)
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:**
	Alton Nelson, Chief Executive Office (CEO)
Name and Title	**Name and Title** Making Waves Academy
Nonpublic School/Agency/Related Service Provider	**LEA** 4123 Lakeside Dr
Address	**Address** Richmond, CA 94806
City **State** **Zip**	**City** **State** **Zip** (510) 262-1511
Phone **Fax**	**Phone** **Fax**
Email	**Email** anelson@mwacademy.org

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Cornerstone Educational Solutions
The CONTRACTOR CDS NUMBER: NPA ID: 9903332

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	See attached rate sheet	
Language and Speech (415)	See attached rate sheet	
Adapted Physical Education (425)	See attached rate sheet	
Health and Nursing: Specialized Physical Health Care (435)	See attached rate sheet	
Health and Nursing: Other Services (436)	See attached rate sheet	
Assistive Technology Services (445)	See attached rate sheet	
Occupational Therapy (450)	See attached rate sheet	
Physical Therapy (460)	See attached rate sheet	
Individual Counseling (510)	See attached rate sheet	
Counseling and Guidance (515)	See attached rate sheet	
Parent Counseling (520)	See attached rate sheet	
Social Work Services (525)	See attached rate sheet	
Psychological Services (530)	See attached rate sheet	
Behavior Intervention Services (535)	See attached rate sheet	

Specialized Services for Low Incidence Disabilities (610)	See attached rate sheet
Specialized Deaf and Hard of Hearing (710)	See attached rate sheet
Interpreter Services (715)	See attached rate sheet
Audiological Services (720)	See attached rate sheet
Specialized Vision Services (725)	See attached rate sheet
Orientation and Mobility (730)	See attached rate sheet
Specialized Orthopedic Services (740)	See attached rate sheet
Reader Services (745)	See attached rate sheet
Transcription Services (755)	See attached rate sheet
Recreation Services, Including Therapeutic (760)	See attached rate sheet
College Awareness (820)	See attached rate sheet
Work Experience Education (850)	See attached rate sheet
Job Coaching (855)	See attached rate sheet
Mentoring (860)	See attached rate sheet
Travel Training (870)	See attached rate sheet
Other Transition Services (890)	See attached rate sheet
Other (900)	See attached rate sheet
Other (900)	See attached rate sheet

1. **Rate Sheet**

2. **Certificate of Liability Insurance**

3. **Certificate of Liability Insurance**

4. **NPA Certificate**

EXHIBIT B: 2025-2026 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 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, 2026, 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)							

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				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

CORNERSTONE
EDUCATIONAL SOLUTIONS
unlocking student success

2025- 2026 (Schedule A) Rate Sheet

Evaluations- includes specified testing, report, and initial virtual IEP Meeting

Evaluation Type	Charge
Initial/Triennial Psychoeducational Evaluation (Virtual)	$1,800
Initial/Triennial Psychoeducational Evaluation (In Person)	$1,900
Initial/Triennial Psychoeducational Evaluation + Academics (Virtual)	$2,200
Initial/Triennial Psychoeducational Evaluation + Academics (In Person)	$2,300
ERMHS Evaluation (Virtual)	$1,800
ERMHS Evaluation (In Person)	$1,900
FBA Evaluation (Virtual & In Person)	$2,000
FBA Evaluation + BIP (Virtual & In Person)	$2,250
Academic-Only Evaluation (Virtual)	$800
Academic-Only Evaluation (In Person)	$900
Targeted Psychoeducational Evaluation	$1,300
Additional Supplemental Evaluation	$1,900
Behavior Intervention Plan (BIP)	$800
One-on-One Aide Evaluation (SCIA)	$1,900
Record Review (ROR)	$1,000
Speech Evaluation (Virtual)	$1,700
Speech Evaluation (In Person)	$1,800
Occupation Therapy Evaluation (Virtual)	$1,700
Occupation Therapy Evaluation (In Person)	$1,800
IEP Writing	$1,200
ERMHS Add On (Virtual)	$900
ERMHS Add On (In Person)	$950
Health & Developmental	$475
H & D + H & V - Combo	$600
Hearing & Vision (Nurse)	$450
Hearing & Vision Group Rate (50 or more kids) (Same Location/Day)	$2,000
Hearing & Vision Group Rate Additional Students/ Price per Student	$50

Additional Services/Fees	Charge
Additional IEP Meeting/Support	$180 (Hourly)
Consultation Time	$180 (Hourly)
Behavioral Intervention Support BCBA	$180 (Hourly)
Individual Counseling	$180 (Hourly)
Provider Hourly Rate	$180 (Hourly)
Bilingual Fee (Spanish)	$200
Bilingual Fee (Other Languages)	$300
Rush Fees (22 – 30 days)	$150
Rush Fees (21 or less)	$250

Any questions regarding billing, please reach out to accounting@cornerstoneeducationalsolutions.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/14/2024

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

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

PRODUCER Hiscox Inc. d/b/a/ Hiscox Insurance Agency in CA 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (888) 202-3007 **FAX (A/C, No):** **E-MAIL ADDRESS:** contact@hiscox.com
INSURED Cornerstone Educational Solutions 5434 Hellman Ave Rancho Cucamonga, CA 91737-1532	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hiscox Insurance Company Inc — 10200 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			P102.152.464.2	06/10/2024	06/10/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ S/T Gen. Agg.
A	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) CGL HNOA Limit (per occurrence)	$ $ $ $ $ 2,000,000
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

CERTIFICATE HOLDER

See Attached Endorsement

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

Account Number: CH 2000 0169 Date: 3/12/25 Initials: ADELANEY

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:
CHRISTY BOCK
5434 HELLMAN AVE
ALTA LOMA CA 91737

Additional Named Insureds:

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST
Location of Operations: N/A
(If different than address listed above)

Claim History: None

Retroactive date is 03/08/2021

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5013-8677	3/08/2025	3/08/2026	2,000,000 4,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is $5,000. 2 ADDL.INS.BELOW:

CONTRA COSTA SELPA
2520 STANWELL DR
#270
CONCORD CA 94520

PLACENTIA YORBA LINDA
UNIFIED SCHOOL DISTRICT
1301 E ORANGETHORPE AV
PLACENTIA CA 92870

This Certificate Issued to:

Name: CHRISTY BOCK
5434 HELLMAN AVE

Address:
ALTA LOMA CA 91737

Authorized Representative

APA 00138 00 (06/2014)

California Department of Education
Nonpublic Agency (NPA) Certification
Date: January 01, 2025

NPA: Cornerstone Educational Solutions
NPA Identification Code: 9903332
Site Administrator: Christy Bock
Mailing Address: 5434 Hellman Avenue
City: Alta Loma State: California Zip Code: 91737

NPA Authorized to Provide Services at NPA Site: ☐ Yes
Site Address:
City: State: California Zip Code:

Grades: Preschool to 12
Ages: 3 to 22 Student Gender: All

2025 Certification Status: Approved
Maximum Student Capacity: 76+
Effective Dates: January 01, 2025 through December 31, 2025

☐ 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 Services:

☐ APE	☐ BII	☑ LSDR	☐ PCT	☐ SDTI	☐ VECD
☐ AS	☐ CG	☐ MT	☑ PS*	☐ SW	☐ LI:
☐ ATS	☐ EE	☐ OM	☐ PT	☐ TS	☐ Other:
☑ BID	☑ HNS	☑ OT	☐ RS	☐ 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 occurence: 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.

Coversheet

Seneca: Catalyst Academy

Section: VI. Consent Action Items
Item: H. Seneca: Catalyst Academy
Purpose: Vote
Submitted by:
Related Material:
Seneca Family of Agencies(Catalyst) – MWA Contract – SY [2025-2026].pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA MAKING WAVES ACADEMY

Contract Year 2025-2026

x Nonpublic School

_____ 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.

Table of Contents

Contents

GENERAL PROVISIONS 1

1. MASTER CONTRACT 1
2. IMPLEMENTATION 1
3. CERTIFICATION AND LICENSES 2
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 3
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICE AGREEMENT (“ISA”) 3
7. DEFINITIONS 4

ADMINISTRATION OF CONTRACT 5

8. NOTICES 5
9. MAINTENANCE OF RECORDS 6
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 7
12. VENUE AND GOVERNING LAW 7
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION 7
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 10
20. NON-DISCRIMINATION 11

EDUCATIONAL PROGRAM 11

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) 11
22. GENERAL PROGRAM OF INSTRUCTION 12
23. INSTRUCTIONAL MINUTES 13
24. CLASS SIZE 13
25. CALENDARS 13
26. DATA REPORTING 14

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 14
28. STATEWIDE ACHIEVEMENT TESTING 15
29. MANDATED ATTENDANCE AT LEA MEETINGS 15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 15
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 17
33. SURROGATE PARENTS AND FOSTER YOUTH 18
34. DUE PROCESS PROCEEDINGS 18
35. COMPLAINT PROCEDURES 19
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS 20
38. STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF STUDENT FROM PROGRAM 20
40. PARENT ACCESS 21
41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS 21
42. STATE MEAL MANDATE 22
43. MONITORING 22

PERSONNEL 23

44. CLEARANCE REQUIREMENTS 23
45. STAFF QUALIFICATIONS 24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 24
47. STAFF ABSENCE 25
48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME 25

HEALTH AND SAFETY MANDATES 26

49. HEALTH AND SAFETY 26
50. FACILITIES AND FACILITIES MODIFICATIONS 26
51. ADMINISTRATION OF MEDICATION 26
52. INCIDENT/ACCIDENT REPORTING 27
53. CHILD ABUSE REPORTING 27
54. SEXUAL HARASSMENT 27
55. REPORTING OF MISSING CHILDREN 27

FINANCIAL 27

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES 27
57. RIGHT TO WITHHOLD PAYMENT 28
58. PAYMENT FROM OUTSIDE AGENCIES 29
59. PAYMENT FOR ABSENCES 30
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY 30
61. INSPECTION AND AUDIT 31
62. RATE SCHEDULE 32
63. DEBARMENT CERTIFICATION 32
EXHIBIT A: 2025-2026 RATES 34
EXHIBIT B: 2025-2026 ISA 36

2025-2026 **CONTRACT NUMBER:** 004

LOCAL EDUCATION AGENCY: Making Waves Academy

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, 2025, between Making Waves Academy, 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, 2025 to June 30, 2026 (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, 2025 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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).

vi. 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 LEA 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 it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual 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;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 the individual's 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 prone containment.
7. 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.

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 the individual 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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil

would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

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 1501.1and 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.

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.

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 pupils 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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Seneca Family of Agencies **Nonpublic School/Agency**	Making Waves Academy **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
_____ **Name and Title of Authorized Representative**	Alton Nelson, Chief Executive Office (CEO) **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
	Alton Nelson, Chief Executive Office (CEO)
Name and Title	**Name and Title** Making Waves Academy
Nonpublic School/Agency/Related Service Provider	**LEA** 4123 Lakeside Dr
Address	**Address** Richmond, CA 94806
City **State** **Zip**	**City** **State** **Zip** (510) 262-1511
Phone **Fax**	**Phone** **Fax**
Email	**Email** anelson@mwacademy.org

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Seneca Family of Agencies
The CONTRACTOR CDS NUMBER: NPA ID: 07-61796-0128843

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

Maximum Contract Amount:

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

1) Daily Basic Education Rate:

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	See attached rate sheet	
Language and Speech (415)	See attached rate sheet	
Adapted Physical Education (425)	See attached rate sheet	
Health and Nursing: Specialized Physical Health Care (435)	See attached rate sheet	
Health and Nursing: Other Services (436)	See attached rate sheet	
Assistive Technology Services (445)	See attached rate sheet	
Occupational Therapy (450)	See attached rate sheet	
Physical Therapy (460)	See attached rate sheet	
Individual Counseling (510)	See attached rate sheet	
Counseling and Guidance (515)	See attached rate sheet	
Parent Counseling (520)	See attached rate sheet	
Social Work Services (525)	See attached rate sheet	
Psychological Services (530)	See attached rate sheet	
Behavior Intervention Services (535)	See attached rate sheet	

Specialized Services for Low Incidence Disabilities (610)	See attached rate sheet
Specialized Deaf and Hard of Hearing (710)	See attached rate sheet
Interpreter Services (715)	See attached rate sheet
Audiological Services (720)	See attached rate sheet
Specialized Vision Services (725)	See attached rate sheet
Orientation and Mobility (730)	See attached rate sheet
Specialized Orthopedic Services (740)	See attached rate sheet
Reader Services (745)	See attached rate sheet
Transcription Services (755)	See attached rate sheet
Recreation Services, Including Therapeutic (760)	See attached rate sheet
College Awareness (820)	See attached rate sheet
Work Experience Education (850)	See attached rate sheet
Job Coaching (855)	See attached rate sheet
Mentoring (860)	See attached rate sheet
Travel Training (870)	See attached rate sheet
Other Transition Services (890)	See attached rate sheet
Other (900)	See attached rate sheet
Other (900)	See attached rate sheet

1. Rate Sheet
2. Certificate of Liability Insurance
3. NPS Certification letter from the California Department of Education (CDE)
4. 2025 - 2026 Catalyst Calendar

EXHIBIT B: 2025-2026 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 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, 2026, 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)							

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				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

Non-Public Schools and Intensive Therapeutic Programs Rate Sheet 2025-2026

NPS – Specialized Academic Instruction (Code 330)
214 days including Extended School Year (ESY)

- Rate: $233 per day enrolled

NPS - Educationally Related Mental Health Services (ERMHS)
214 days including Extended School Year (ESY)

- Rate: $373 per day enrolled for students not billable to full scope MediCal

NPS – Bridges
214 days including Extended School Year (ESY)

- Rate: $973 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: $210 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: $210 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: $8,579 per assessment, includes individual assessment, report preparation and presentation at one IEP meeting.

NPS – Intensive Individual Services (Code 340) / Behavioral Intervention Implementation (Code 535)

- Rate: $120 per hour ($600 per day cap in Seneca NPS setting)

8945 Golf Links Road, Oakland, CA 94605 · (510) 317-1444 · Fax (510) 317-1443

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
500 N Brand Boulevard, Suite 100
Glendale CA 91203
License#: 0D69293

CONTACT NAME: Janis Lee
PHONE (A/C, No, Ext): (818) 539-8615 **FAX (A/C, No):** (818) 539-8715
E-MAIL ADDRESS: Janis_Lee@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits' Insurance Alliance of CA	10023
INSURER B : ACE American Insurance Company	22667
INSURER C : Safety National Casualty Corporation	15105
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Seneca Family of Agencies
8945 Golf Links Road
Oakland, CA 94605
SENEFAM-01

COVERAGES **CERTIFICATE NUMBER:** 592447348 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y		2024-00557-NPO	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		2024-00557-NPO	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			2024-00557-UMB	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		2341	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Network Cyber & Security Liab. Retro Date : 3/2/2016			F14390108 007	7/1/2024	7/1/2025	Each Claim Aggregate Retention	$2,000,000 $2,000,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nonprofits' Insurance Alliance of CA - AM Best # 011845

Policy: Improper Sexual Conduct
Policy Term: 7/1/2024 to 7/1/2025
Policy #: 2024-00557-NPO
Carrier: Nonprofits' Insurance Alliance of CA
See Attached...

CERTIFICATE HOLDER

Making Waves Academy
4123 Lakeside Drive
Richmond CA 94806

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Melissa Cruz

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: SENEFAM-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC	**NAMED INSURED** Seneca Family of Agencies 8945 Golf Links Road Oakland, CA 94605
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Each Claim: $1,000,000 Aggregate: $3,000,000

Policy: Professional L/Errors & Omissions
Policy Term: 7/1/2024 to 7/1/2025
Policy #: 2024-00557-NPO
Carrier: Nonprofits' Insurance Alliance of CA
Each Claim: $1,000,000 Aggregate: $3,000,000

Policy: Crime
Carrier: Berkley Insurance Company
Policy #: BCCR45001843-29
Policy Term: 7/1/2024 to 7/1/2025
Employee theft: Limit:$2,000,000 ,Deductible:$10,000
Forgery & Alteration: Limit:$2,000,000 ,Deductible:$10,000
Theft of money and securities : Limit:$500,000 ,Deductible:$5,000
Robbery or burglary of Property: Limit:$500,000 ,Deductible:$5,000
Money and securities : Limit:$500,000 ,Deductible:$5,000
Money order and counterfeit paper currency: Limit:$500,000 ,Deductible:$5,000
Corporate Deception Fraud (Other): Limit:$100,000 ,Deductible:$25,000

Policy: Directors & Officers L
Policy Term: 7/1/2024 to 7/1/2025
Policy #: 2024-00557-DO-NPO
Carrier: Nonprofits' Insurance Alliance of CA
Each Claim:$1,000,000 , Retention:$75,000

Policy: Employment Practices L
Policy Term: 7/1/2024 to 7/1/2025
Policy #: 2024-00557-DO-NPO
Carrier: Nonprofits' Insurance Alliance of CA
Per claim: $1,000,000 Aggregate: $2,000,000 Retention $10,000

Making Waves Academy, LEA and the Board of Education are named additional insured on General Liability and Auto Liability with respect to the operations of the named insured. Workers Compensation coverage is evidence only. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Powered by BoardOnTrack

RPS MONUMENT

QUALITY COMP

RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the California Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #15105). The company is rated "A++ Superior" Category "XV" by A.M. Best & Company.

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of $500,000
Employers Liability: $1,000,000 Limit
Term of Coverage

Effective Date: January 1, 2025
Expiration: January 1, 2026

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

Jacqueline Harris

Jacqueline Harris
Director of Underwriting
RPS Monument

7 Great Valley Parkway | Suite 290
Malvern, PA 19355 | **T** 610.647.4466 | **F** 610.647.0662 | www.RPSins.com

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a CA corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE:

THE 1st DAY OF December 2004

MARK T. JOHNSON MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

JOHN M. REA DIRECTOR

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: *(a)* Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; *(b)* Discharging his compensation obligations in a dishonest manner: *(c)* Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

FORM A-4-10 A

87 45547

Docusign Envelope ID: D3F199C1-[illegible]
Powered by BoardOnTrack
516 of 943

STATE OF CALIFORNIA

Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
1750 Howe Avenue, Suite 215
Sacramento,CA 95825
Phone No. (916) 464-7000
FAX (916) 464-7007

CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **4515** was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004.** The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 19th of December 2024

Lyn Asio Booz, Chief

ORIG: Jackie Harris
Director Of Underwriting
Risk Placement Services | Rps Monument
7 Great Valley Parkway
Malvern, Pa 19355

NUMBER 2341

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Seneca Family of Agencies

STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause.*

EFFECTIVE DATE:

THE 1st Day of November 2013

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Jon Wroten, Chief

Christine Baker, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

Docusign Envelope ID: D3F199C1-[illegible]
Powered by BoardOnTrack

Board Meeting - Agenda - Monday June 16, 2025 at 11:00 AM

POLICY NUMBER: 2024-00557
Named Insured: Seneca Family of Agencies*

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

© Insurance Services Office, Inc., 2012

Powered by BoardOnTrack

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

 © Insurance Services Office, Inc., 2012

Powered by BoardOnTrack

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

 Copyright, Insurance Services Office, Inc., 1998

Powered by BoardOnTrack

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA

A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION

POLICY NUMBER: **2024-00557-NPO**

Schedule AI

Page 12

NAME OF INSURED: Seneca Family of Agencies; dba: Canyon Acres; dba: Canyon Acres Children and Family Services; dba: Kinship Center; dba Seneca Center

ADDITIONAL INSUREDS / LOSS PAYEE

Additional Insured - NIAC A1
Livermore Valley Unified School District
658 East Jack London Blvd.
Livermore, CA 94550
As respects vehicle(s): ALL

Additional Insured - NIAC A1
Los Angeles Unified School District
333 S. Beaudry Ave.
Los Angeles, CA 90017
As respects vehicle(s): ALL

Additional Insured - NIAC A1
Los Angeles Unified School District, Procurement Services
Division Attn: Elvira Plascencia
8525 Rex Road
Pico Rivera, CA 90660
As respects vehicle(s): ALL

Additional Insured - NIAC A1
Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806
As respects vehicle(s): ALL

Additional Insured - CA2001
Marin County SELPA
1111 Las Gallinas Ave.
San Rafael, CA 94903
As respects vehicle(s): ALL

Additional Insured - NIAC A1
Monterey County Department Of Social Services; Family and Children's Services
1000 South Main St.; Ste. 105
Salinas, CA 93901
As respects vehicle(s): ALL

COUNTERSIGNED: 6/28/2024 BY Pamela E. Da.

(AUTHORIZED REPRESENTATIVE)

California Department of Education - Nonpublic School Certification

Date: December 31, 2024

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 State: CA Zip Code: 94803

Grades: 2 to 12
Student Gender: Coed

2025 Certification Status: Approved

Effective Dates: January 01, 2025 *through* December 31, 2025

☐ *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:

- ☑ Autism
- ☐ Deaf/Blind
- ☐ Deaf
- ☑ Emotional Disturbance
- ☐ Established Medical Disability
- ☐ Hard of Hearing
- ☐ Hearing Impaired
- ☑ Intellectual Disability
- ☐ Multiple Disabilities
- ☐ Orthopedic Impairment
- ☑ Other Health Impairment
- ☐ Speech and Language Impairment
- ☑ Specific Learning Disability
- ☐ Traumatic Brain Injury
- ☐ Visual Impairment

Authorized to Provide the Following Related Services:

☐ APE	☑ BII	☑ LSDR	☐ RS	☐ VECD	☐ VT
☐ AS	☑ CG	☐ MT	☑ PCT	☑ SW	☐ LI:
☐ ATS	☐ EE	☐ OM	☐ PS	☐ TS	☐ Other Services Authorized:
☑ BID	☑ HNS	☐ OT	☐ PT	☐ 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

SENECA
FAMILY OF AGENCIES | UNCONDITIONAL CARE

Catalyst Academy School Calendar: 2025-2026

July 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		

Independence Day: July 4
ESY: June 23 – July 25

Student/Staff Days: 18/18

August 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						

Summer Break: July 28 – Aug 12
First Day School: Aug 13

Student/Staff Days: 13/20

September 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				

Labor Day: Sept 1

Student/Staff Days: 21/21

October 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	

Indigenous People's Day Observed: Oct. 13
Caregiver Teacher Conferences: Oct 20-24
End of Quarter 1: Oct 23

Student/Staff Days: 22/22

November 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						

Veteran's Day Observed: Nov 10
Thanksgiving Break: Nov 27-28

Student/Staff Days: 17/17

December 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. 22-Jan 5
Christmas Day: Dec 25

Student/Staff Days: 15/15

January 2026

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

New Year's Day: Jan 1
Staff Development: Jan 5
Martin Luther King Jr. Day: Jan 19
End of Quarter 2: Jan 16

Student/Staff Days: 18/19

February 2026

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 16

Student/Staff Days: 19/19

March 2026

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: Mar 9
End of Quarter 3: March 26
Caregiver Teacher Conferences: March 30-April 3

Student/Staff Days: 21/22

April 2026

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 6-10

Student/Staff Days: 17/17

May 2026

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 15
Memorial Day: May 25

Student/Staff Days: 19/19

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7		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 16
Juneteenth: June 19
Summer Break: June 17-26
ESY: June 29 – July 31

Student/Staff Days: 14/14

School Schedule
8:15am-2:15pm High School
8:30am-2:15pm Elementary and Middle School

ESY Schedule and/or Minimum Day
8:15am-1:30 pm High School
8:30am-1:30pm Elementary and Middle School

*School will be open **only** if there are unplanned shutdown days

Break / No School
Emergency Make Up Day*
Minimum Day

Total Student Days: 214 Staff Days: 223

Coversheet

Seneca Counseling Solutions

Section: VI. Consent Action Items
Item: I. Seneca Counseling Solutions
Purpose: Vote
Submitted by:
Related Material: Seneca Family of Agencies – MWA Contract – SY [2025-2026].pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA MAKING WAVES ACADEMY

Contract Year 2025-2026

x Nonpublic School

_____ 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.

Table of Contents

Contents

GENERAL PROVISIONS 1

1. MASTER CONTRACT 1
2. IMPLEMENTATION 1
3. CERTIFICATION AND LICENSES 2
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 3
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICE AGREEMENT (“ISA”) 3
7. DEFINITIONS 4

ADMINISTRATION OF CONTRACT 5

8. NOTICES 5
9. MAINTENANCE OF RECORDS 6
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 7
12. VENUE AND GOVERNING LAW 7
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION 7
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 10
20. NON-DISCRIMINATION 11

EDUCATIONAL PROGRAM 11

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) 11
22. GENERAL PROGRAM OF INSTRUCTION 12
23. INSTRUCTIONAL MINUTES 13
24. CLASS SIZE 13
25. CALENDARS 13
26. DATA REPORTING 14

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 14
28. STATEWIDE ACHIEVEMENT TESTING 15
29. MANDATED ATTENDANCE AT LEA MEETINGS 15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 15
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 17
33. SURROGATE PARENTS AND FOSTER YOUTH 18
34. DUE PROCESS PROCEEDINGS 18
35. COMPLAINT PROCEDURES 19
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS 20
38. STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF STUDENT FROM PROGRAM 20
40. PARENT ACCESS 21
41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS 21
42. STATE MEAL MANDATE 22
43. MONITORING 22

PERSONNEL 23

44. CLEARANCE REQUIREMENTS 23
45. STAFF QUALIFICATIONS 24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 24
47. STAFF ABSENCE 25
48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME 25

HEALTH AND SAFETY MANDATES 26

49. HEALTH AND SAFETY 26
50. FACILITIES AND FACILITIES MODIFICATIONS 26
51. ADMINISTRATION OF MEDICATION 26
52. INCIDENT/ACCIDENT REPORTING 27
53. CHILD ABUSE REPORTING 27
54. SEXUAL HARASSMENT 27
55. REPORTING OF MISSING CHILDREN 27

FINANCIAL 27

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES 27
57. RIGHT TO WITHHOLD PAYMENT 28
58. PAYMENT FROM OUTSIDE AGENCIES 29
59. PAYMENT FOR ABSENCES 30
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY 30
61. INSPECTION AND AUDIT 31
62. RATE SCHEDULE 32
63. DEBARMENT CERTIFICATION 32
EXHIBIT A: 2025-2026 RATES 34
EXHIBIT B: 2025-2026 ISA 36

2025-2026 **CONTRACT NUMBER:** 004

LOCAL EDUCATION AGENCY: Making Waves Academy

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, 2025, between Making Waves Academy, 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, 2025 to June 30, 2026 (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, 2025 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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).

vi. 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 LEA 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 it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual 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;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 the individual's 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 prone containment.
7. 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.

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 the individual 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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil

would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

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 1501.1and 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.

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.

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 pupils 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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Seneca Family of Agencies **Nonpublic School/Agency**	Making Waves Academy **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
_____ **Name and Title of Authorized Representative**	Alton Nelson, Chief Executive Office (CEO) **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
	Alton Nelson, Chief Executive Office (CEO)
Name and Title	**Name and Title** Making Waves Academy
Nonpublic School/Agency/Related Service Provider	**LEA** 4123 Lakeside Dr
Address	**Address** Richmond, CA 94806
City **State** **Zip**	**City** **State** **Zip** (510) 262-1511
Phone **Fax**	**Phone** **Fax**
Email	**Email** anelson@mwacademy.org

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Seneca Family of Agencies
The CONTRACTOR CDS NUMBER: NPA ID: 9900274

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	See attached rate sheet	
Language and Speech (415)	See attached rate sheet	
Adapted Physical Education (425)	See attached rate sheet	
Health and Nursing: Specialized Physical Health Care (435)	See attached rate sheet	
Health and Nursing: Other Services (436)	See attached rate sheet	
Assistive Technology Services (445)	See attached rate sheet	
Occupational Therapy (450)	See attached rate sheet	
Physical Therapy (460)	See attached rate sheet	
Individual Counseling (510)	See attached rate sheet	
Counseling and Guidance (515)	See attached rate sheet	
Parent Counseling (520)	See attached rate sheet	
Social Work Services (525)	See attached rate sheet	
Psychological Services (530)	See attached rate sheet	
Behavior Intervention Services (535)	See attached rate sheet	

Specialized Services for Low Incidence Disabilities (610)	See attached rate sheet
Specialized Deaf and Hard of Hearing (710)	See attached rate sheet
Interpreter Services (715)	See attached rate sheet
Audiological Services (720)	See attached rate sheet
Specialized Vision Services (725)	See attached rate sheet
Orientation and Mobility (730)	See attached rate sheet
Specialized Orthopedic Services (740)	See attached rate sheet
Reader Services (745)	See attached rate sheet
Transcription Services (755)	See attached rate sheet
Recreation Services, Including Therapeutic (760)	See attached rate sheet
College Awareness (820)	See attached rate sheet
Work Experience Education (850)	See attached rate sheet
Job Coaching (855)	See attached rate sheet
Mentoring (860)	See attached rate sheet
Travel Training (870)	See attached rate sheet
Other Transition Services (890)	See attached rate sheet
Other (900)	See attached rate sheet
Other (900)	See attached rate sheet

1. **Rate Sheet**

2. **Certificate of Liability Insurance**

3. **NPS Certification letter from the California Department of Education (CDE)**

EXHIBIT B: 2025-2026 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 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, 2026, 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)							

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				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

2025 - 2026 NPA SPECIAL EDUCATION AND RELATED FEES

Seneca Family of Agencies 2/28/2025

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**
		Individual	**(i.e. per hour, day, or month?)**
Adapted Physical Education	APE		
Assistive Technology Services	ATS		
Audiological Services	AS		
Behavior Intervention – Design or Planning	BID	$195.00	Hour
Behavior Intervention - Implementation	BII	$120.00	Hour
Counseling and Guidance Services	CG	$195.00	Hour
Early Education Programs for Children with Disabilities	EE		
Health and Nursing Services	HNS		
Language and Speech Development and Remediation	LSDR	$210.00	
Music Therapy	MT		
Occupational Therapy Services	OT	$210.00	
Orientation and Mobility Instruction	OM		
Parent Counseling and Training	PCT	$195.00	Hour
Physical Therapy Services	PT		
Psychological Services Other Than Assessment and IEP Development	PS	$225.00	Hour
Recreation Services	RS		
Social Worker Services	SW	$195.00	Hour
Specialized Driver Training Instruction	SDTI		
Specialized Services for Low Incidence *(Identify Service)*	LI		
Transcriber Services	TS		
Vision Services	VS		
Other *(Identify Licensed/Credentialed Service*):*	OTH		

Making Waves - FY 2025-2026

Date: 4.11.25

Unconditional Education Partnership

Seneca Family of Agencies

PROGRAM EXPENSES

	Annual Rate	EMRHS FTE	EMRHS Expense	TOTAL Total FTE	TOTAL Cost to School
Program Staffing					
Clinical Intervention Specialist	$195,000	1.00	$ 195,000	1.00	$ 195,000
Clinical Intern (3 days a week)	$70,000	1.00	$ 70,000	1.00	$ 70,000
Comprehensive Total		**2.00**	**$ 265,000**	**2.00**	**$ 265,000**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
500 N Brand Boulevard, Suite 100
Glendale CA 91203
License#: 0D69293

CONTACT NAME: Janis Lee
PHONE (A/C, No, Ext): (818) 539-8615 **FAX (A/C, No):** (818) 539-8715
E-MAIL ADDRESS: Janis_Lee@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nonprofits' Insurance Alliance of CA	10023
INSURER B : ACE American Insurance Company	22667
INSURER C : Safety National Casualty Corporation	15105
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Seneca Family of Agencies
8945 Golf Links Road
Oakland, CA 94605
SENEFAM-01

COVERAGES **CERTIFICATE NUMBER:** 592447348 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y		2024-00557-NPO	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 500,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		2024-00557-NPO	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			2024-00557-UMB	7/1/2024	7/1/2025	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		2341	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Network Cyber & Security Liab. Retro Date : 3/2/2016			F14390108 007	7/1/2024	7/1/2025	Each Claim Aggregate Retention	$2,000,000 $2,000,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nonprofits' Insurance Alliance of CA - AM Best # 011845

Policy: Improper Sexual Conduct
Policy Term: 7/1/2024 to 7/1/2025
Policy #: 2024-00557-NPO
Carrier: Nonprofits' Insurance Alliance of CA
See Attached...

CERTIFICATE HOLDER

Making Waves Academy
4123 Lakeside Drive
Richmond CA 94806

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Melissa Cruz

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: SENEFAM-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC	**NAMED INSURED** Seneca Family of Agencies 8945 Golf Links Road Oakland, CA 94605
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Each Claim: $1,000,000 Aggregate: $3,000,000

Policy: Professional L/Errors & Omissions
Policy Term: 7/1/2024 to 7/1/2025
Policy #: 2024-00557-NPO
Carrier: Nonprofits' Insurance Alliance of CA
Each Claim: $1,000,000 Aggregate: $3,000,000

Policy: Crime
Carrier: Berkley Insurance Company
Policy #: BCCR45001843-29
Policy Term: 7/1/2024 to 7/1/2025
Employee theft: Limit:$2,000,000 ,Deductible:$10,000
Forgery & Alteration: Limit:$2,000,000 ,Deductible:$10,000
Theft of money and securities : Limit:$500,000 ,Deductible:$5,000
Robbery or burglary of Property: Limit:$500,000 ,Deductible:$5,000
Money and securities : Limit:$500,000 ,Deductible:$5,000
Money order and counterfeit paper currency: Limit:$500,000 ,Deductible:$5,000
Corporate Deception Fraud (Other): Limit:$100,000 ,Deductible:$25,000

Policy: Directors & Officers L
Policy Term: 7/1/2024 to 7/1/2025
Policy #: 2024-00557-DO-NPO
Carrier: Nonprofits' Insurance Alliance of CA
Each Claim:$1,000,000 , Retention:$75,000

Policy: Employment Practices L
Policy Term: 7/1/2024 to 7/1/2025
Policy #: 2024-00557-DO-NPO
Carrier: Nonprofits' Insurance Alliance of CA
Per claim: $1,000,000 Aggregate: $2,000,000 Retention $10,000

Making Waves Academy, LEA and the Board of Education are named additional insured on General Liability and Auto Liability with respect to the operations of the named insured. Workers Compensation coverage is evidence only. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Powered by BoardOnTrack

RPS MONUMENT

QUALITY COMP

RE: Quality Comp, Inc.—Self-Insured Workers' Compensation Group

To Whom It May Concern:

As proof of workers' compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the California Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with Safety National Casualty Corporation. Safety National is a fully licensed and admitted writer of Excess Workers' Compensation Insurance in the State of California (NAIC #15105). The company is rated "A++ Superior" Category "XV" by A.M. Best & Company.

Specific Excess Insurance

Excess Workers' Compensation: Statutory per occurrence excess of $500,000
Employers Liability: $1,000,000 Limit
Term of Coverage

Effective Date: January 1, 2025
Expiration: January 1, 2026

Please contact me if you have any questions or require additional information. Thank you.

Sincerely,

Jacqueline Harris

Jacqueline Harris
Director of Underwriting
RPS Monument

7 Great Valley Parkway | Suite 290
Malvern, PA 19355 | **T** 610.647.4466 | **F** 610.647.0662 | www.RPSins.com

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

NUMBER 4515

CERTIFICATE OF CONSENT TO SELF-INSURE

Quality Comp, Inc.

THIS IS TO CERTIFY, That (a CA corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*

EFFECTIVE:

THE 1st DAY OF December 2004

MARK T. JOHNSON MANAGER

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

JOHN M. REA DIRECTOR

* Revocation of Certificate.—"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: *(a)* Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; *(b)* Discharging his compensation obligations in a dishonest manner: *(c)* Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him." (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

FORM A-4-10 A

87 45547

Powered by BoardOnTrack

Docusign Envelope ID: 00C3A47D-[illegible] Board Meeting - Agenda - Monday June 16, 2025 at 11:00 AM

STATE OF CALIFORNIA

Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF SELF-INSURANCE PLANS
1750 Howe Avenue, Suite 215
Sacramento,CA 95825
Phone No. (916) 464-7000
FAX (916) 464-7007

CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. **4515** was issued by the Director of Industrial Relations to:

Quality Comp, Inc.

under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004.** The certificate is currently in full force and effective.

Dated at Sacramento, California
This day the 19th of December 2024

Lyn Asio Booz, Chief

ORIG: Jackie Harris
Director Of Underwriting
Risk Placement Services | Rps Monument
7 Great Valley Parkway
Malvern, Pa 19355

NUMBER 2341

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That

Seneca Family of Agencies

STATE OF INCORPORATION CA

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause.*

EFFECTIVE DATE:

THE 1st Day of November 2013

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

Jon Wroten, Chief

Christine Baker, Director

*Revocation of Certificate.--"A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of solvency of such employer, the inability of the employer to fulfill his obligations, or the practice of such employer or his agent in charge of the administration of obligations, under the this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him."(Section 3702 of Labor Code.) The Certificate may be revoked for non compliance with Title 8, California Administrative Code, Group 2 -- Administration of Self Insurance

POLICY NUMBER: 2024-00557 COMMERCIAL GENERAL LIABILITY
Named Insured: Seneca Family of Agencies* CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

 © Insurance Services Office, Inc., 2012

Powered by BoardOnTrack

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

© Insurance Services Office, Inc., 2012

Powered by BoardOnTrack

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

 Copyright, Insurance Services Office, Inc., 1998

Powered by BoardOnTrack

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA

A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

BUSINESS AUTO COVERAGE
ADDITIONAL INSURED/LOSS PAYEE EXTENSION

POLICY NUMBER: **2024-00557-NPO**

Schedule AI

Page 12

NAME OF INSURED: Seneca Family of Agencies; dba: Canyon Acres; dba: Canyon Acres Children and Family Services; dba: Kinship Center; dba Seneca Center

ADDITIONAL INSUREDS / LOSS PAYEE

Additional Insured - NIAC A1
Livermore Valley Unified School District
658 East Jack London Blvd.
Livermore, CA 94550
As respects vehicle(s): ALL

Additional Insured - NIAC A1
Los Angeles Unified School District
333 S. Beaudry Ave.
Los Angeles, CA 90017
As respects vehicle(s): ALL

Additional Insured - NIAC A1
Los Angeles Unified School District, Procurement Services
Division Attn: Elvira Plascencia
8525 Rex Road
Pico Rivera, CA 90660
As respects vehicle(s): ALL

Additional Insured - NIAC A1
Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806
As respects vehicle(s): ALL

Additional Insured - CA2001
Marin County SELPA
1111 Las Gallinas Ave.
San Rafael, CA 94903
As respects vehicle(s): ALL

Additional Insured - NIAC A1
Monterey County Department Of Social Services; Family and Children's Services
1000 South Main St.; Ste. 105
Salinas, CA 93901
As respects vehicle(s): ALL

COUNTERSIGNED: 6/28/2024

BY Pamela E. Da.

(AUTHORIZED REPRESENTATIVE)

California Department of Education
Nonpublic Agency (NPA) Certification

Date: December 04, 2024

NPA Seneca Family of Agencies
NPA Identification Code 9900274
Site Administrator: Robin Detterman
Mailing Address: 2275 Arlington Drive
City: San Leandro State: California Zip Code: 94578

NPA Authorized to Provide Services at NPA Site: ☐ Yes
Site Address:
City: State: California Zip Code:

Grades Kindergarten to 12
Ages 4 to 22 Student Gender: All

2025 Certification Status: Approved
Maximum Student Capacity: 76+
Effective Dates: January 01, 2025 through December 31, 2025

☐ 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 Services

☐ APE	☑ BII	☑ LSDR	☑ PCT	☐ SDTI	☐ VECD
☐ AS	☑ CG	☐ MT	☑ PS*	☑ SW	☐ LI:
☐ ATS	☐ EE	☐ OM	☐ PT	☐ TS	☐ Other:
☑ BID	☐ HNS	☐ OT	☐ RS	☐ VS	*Other than Assessment and IEP Developmen

---

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 occurence: 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.

Coversheet

Cross Country Education

Section: VI. Consent Action Items
Item: J. Cross Country Education
Purpose: Vote
Submitted by:
Related Material: Cross Country Education– MWA Contract – SY [2025-2026].pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA MAKING WAVES ACADEMY

Contract Year 2025-2026

_____ 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.

Table of Contents

Contents

GENERAL PROVISIONS 1

1. MASTER CONTRACT 1
2. IMPLEMENTATION 1
3. CERTIFICATION AND LICENSES 2
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 3
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICE AGREEMENT (“ISA”) 3
7. DEFINITIONS 4

ADMINISTRATION OF CONTRACT 5

8. NOTICES 5
9. MAINTENANCE OF RECORDS 6
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 7
12. VENUE AND GOVERNING LAW 7
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION 7
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 10
20. NON-DISCRIMINATION 11

EDUCATIONAL PROGRAM 11

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) 11
22. GENERAL PROGRAM OF INSTRUCTION 12
23. INSTRUCTIONAL MINUTES 13
24. CLASS SIZE 13
25. CALENDARS 13
26. DATA REPORTING 14

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 14
28. STATEWIDE ACHIEVEMENT TESTING 15
29. MANDATED ATTENDANCE AT LEA MEETINGS 15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 15
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 17
33. SURROGATE PARENTS AND FOSTER YOUTH 18
34. DUE PROCESS PROCEEDINGS 18
35. COMPLAINT PROCEDURES 19
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS 20
38. STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF STUDENT FROM PROGRAM 20
40. PARENT ACCESS 21
41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS 21
42. STATE MEAL MANDATE 22
43. MONITORING 22
PERSONNEL..... 23
44. CLEARANCE REQUIREMENTS 23
45. STAFF QUALIFICATIONS 24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 24
47. STAFF ABSENCE 25
48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME 25
HEALTH AND SAFETY MANDATES..... 26
49. HEALTH AND SAFETY 26
50. FACILITIES AND FACILITIES MODIFICATIONS 26
51. ADMINISTRATION OF MEDICATION 26
52. INCIDENT/ACCIDENT REPORTING 27
53. CHILD ABUSE REPORTING 27
54. SEXUAL HARASSMENT 27
55. REPORTING OF MISSING CHILDREN 27
FINANCIAL..... 27

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES 27
57. RIGHT TO WITHHOLD PAYMENT 28
58. PAYMENT FROM OUTSIDE AGENCIES 29
59. PAYMENT FOR ABSENCES 30
60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY 30
61. INSPECTION AND AUDIT 31
62. RATE SCHEDULE 32
63. DEBARMENT CERTIFICATION 32
EXHIBIT A: 2025-2026 RATES....34
EXHIBIT B: 2025-2026 ISA....36

2025-2026 **CONTRACT NUMBER:** 001

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, 2025, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Cross Country Education (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq*. and Title 5 of the California Code of Regulations section 3000 *et seq*., 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, 2025 to June 30, 2026 (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, 2025 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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).

vi. 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 LEA 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 it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual 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;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 the individual's 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 prone containment.
7. 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.

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 the individual 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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil

would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the

individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

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 1501.1and 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.

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.

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 pupils 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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the ____1st__ day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Cross Country Education _____ **Nonpublic School/Agency**	_Making Waves Academy_____ **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
_____ **Name and Title of Authorized Representative**	Alton Nelson, Chief Executive Office (CEO) **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:**
	Alton Nelson, Chief Executive Office (CEO)
Name and Title	**Name and Title** Making Waves Academy
Nonpublic School/Agency/Related Service Provider	**LEA** 4123 Lakeside Dr
Address	**Address** Richmond, CA 94806
City **State** **Zip**	**City** **State** **Zip** (510) 262-1511
Phone **Fax**	**Phone** **Fax**
Email	**Email** anelson@mwacademy.org

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Cross Country Education
The CONTRACTOR CDS NUMBER: NPA ID: 9900850

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	See attached rate sheet	
Language and Speech (415)	See attached rate sheet	
Adapted Physical Education (425)	See attached rate sheet	
Health and Nursing: Specialized Physical Health Care (435)	See attached rate sheet	
Health and Nursing: Other Services (436)	See attached rate sheet	
Assistive Technology Services (445)	See attached rate sheet	
Occupational Therapy (450)	See attached rate sheet	
Physical Therapy (460)	See attached rate sheet	
Individual Counseling (510)	See attached rate sheet	
Counseling and Guidance (515)	See attached rate sheet	
Parent Counseling (520)	See attached rate sheet	
Social Work Services (525)	See attached rate sheet	
Psychological Services (530)	See attached rate sheet	
Behavior Intervention Services (535)	See attached rate sheet	

Specialized Services for Low Incidence Disabilities (610)	See attached rate sheet
Specialized Deaf and Hard of Hearing (710)	See attached rate sheet
Interpreter Services (715)	See attached rate sheet
Audiological Services (720)	See attached rate sheet
Specialized Vision Services (725)	See attached rate sheet
Orientation and Mobility (730)	See attached rate sheet
Specialized Orthopedic Services (740)	See attached rate sheet
Reader Services (745)	See attached rate sheet
Transcription Services (755)	See attached rate sheet
Recreation Services, Including Therapeutic (760)	See attached rate sheet
College Awareness (820)	See attached rate sheet
Work Experience Education (850)	See attached rate sheet
Job Coaching (855)	See attached rate sheet
Mentoring (860)	See attached rate sheet
Travel Training (870)	See attached rate sheet
Other Transition Services (890)	See attached rate sheet
Other (900)	See attached rate sheet
Other (900)	See attached rate sheet

1. **Rate Sheet**

2. **Certificate of Liability Insurance**

3. **NPA Certification letter from the California Department of Education (CDE)**

EXHIBIT B: 2025-2026 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 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, 2026, 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)							

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				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

CROSS COUNTRY EDUCATION

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

A. PLACEMENT FEES Conversion terms shall apply unless this right is specifically protected in accordance with state and/or local law in the location of services. In the event this right is prohibited by law, this section shall be null and void. 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: 08/03/2025

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

CCE 04.2025

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
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
CF	$97.85	1 hour for IEPs, virtual services and consultation; 3 hours for direct services
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
Education Specialist	$107.12	8 hours daily
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
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. Conversion terms shall apply unless this right is specifically protected in accordance with state and/or local law in the location of services. In the event this right is prohibited by law, this section shall be null and void. 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: 08/03/2025

FEES FOR SUBSTITUTE TEACHERS & SCHOOL SUPPORT STAFF

Rates and Fees for Substitute Teacher Assignments Full Day – 0.00-8.00 Hours	Rates
Per Diem – no lesson planning or grading - Full Day - 0.00-8.00 hours	$405.00 per day
Long-Term – Lesson Planning and Grading - Teacher with a 30-day Substitute Permit - Full Day - 0.00-8.00 hours	$440.00 per day
Long-Term - Lesson Planning and Grading - Credentialed Teacher (not including Special Education Credential) - Full Day - 0.00-8.00 hours	$480.00 per day
Long-Term - Lesson Planning and Grading - Special Education Credentialed Teacher - Full Day - 0.00-8.00 hours	$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	$31.00 per hour
Paraprofessional – classroom support – high school diploma + Parapro certification	$37.50 per hour
Office Assistant – no classroom support – high school diploma	$37.00 per hour
Special Education Aide or Teacher Assistant – classroom support – 48 units	$37.50 per hour
Certified Nursing Assistant (CNA) – licensed	$41.75 per hour
Licensed Vocational Nurse (LVN) – licensed	$59.25 per hour
CPI - Special Education Aide – Non-Crisis Intervention (NCI) Certified or QBS Trained – classroom support – 48 units - licensed	$39.75 per hour
Behavior Intervention Aide (BII)	$41.75 per hour
BII-CPI - Behavior Intervention - NCI Certified or QBS Trained – classroom support - licensed	$43.75 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

CCE 04.2025

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

A. CONVERSION. Conversion terms shall apply unless this right is specifically protected in accordance with state and/or local law in the location of services. In the event this right is prohibited by law, this section shall be null and void. 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 conversion 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 in the Rates section.

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

B. ORIENTATION. Client shall provide Personnel with instructions regarding Client and facility policies. In the event Client requires Personnel to report to work prior to the first day of Personnel scheduled assignment in order to fulfill any pre-employment requirements, Client will pay Agency the applicable Personnel rate described below for each hour spent by such Personnel fulfilling those requirements. Such fees will be billed on and paid by the Client in accordance with the first invoice delivered to the Client.

C. TIME AND ATTENDANCE. A Client representative and the assigned Personnel shall each provide the hours worked by Personnel. A Client representative shall promptly approve the hours worked by Personnel by completing and executing such information on a form provided by Agency, indicating Personnel exact time in and time out, including records of all breaks and meal periods. Such timesheets shall be submitted weekly to Agency. Time entries not formally approved on such a basis shall be deemed accepted and approved by Client and processed for invoicing. Client's execution of a timesheet shall constitute Client's acceptance and waiver of objections to the work performed by Personnel, the number of hours so listed, the shift and unit worked by Personnel and other additional charges listed thereon

D. OVERTIME. Client will be billed for all overtime hours in accordance with the current state and federal laws, rules and regulations where such services are being provided. Calculations of overtime will be 1.5 times the Personnel rate or two (2) times the Personnel rate listed below as required by law.

E. PERMANENT PLACEMENT. Upon Client's request Agency will identify, qualify and interview individuals pursuant to Client-specified job description for Client's direct hire opportunities. If Client hires such individual, Client will be billed in the next billing cycle a fee equal to the greater of USD $18,750 or 35% of such individual's annual base salary calculated on a 40-hour work week. Such fee shall be due and payable under the terms and conditions of this Agreement.

F. RATE CHANGES. The regular rates are subject to additional increase in the event that FICA, FUTA, SUTA or other applicable taxes are increased by the governing body. In the event of such increase, Agency will increase the regular rates by the exact amount such tax is increased without additional markup or profit to Agency. The rates and terms in this exhibit may be increased or decreased yearly. Clients will receive these updates at least 30 days prior to the effective date.

G. 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.

H. TRAVEL ASSIGNMENTS - ASSIGNMENT DURATION; MINIMUM GUARANTEE; CANCELLATION OF SHIFT OR ASSIGNMENT For all travel assignments, Client will provide Personnel with shifts of 8 hours a day for a total of 40 hours per week for a minimum of an eight (8) week assignment. In the event a travel assignment is cancelled without cause, Client shall pay out all fees, including the guaranteed hours of such Personnel, associated with such assignment.

I. TRAVEL ASSIGNMENTS - ALLOCATION AND DEDUCTION OF TRAVEL EXPENSES. Agency's hourly billing rates and Client's payment of those hourly rates necessarily incorporate and contemplate that a portion of those rates is to reimburse Agency for all lodging, meals and incidental expenses incurred by Personnel ("travel expenses"). Client acknowledges and agrees that a portion of its payment for the hourly billing rates shall reimburse Agency for all travel expenses paid by Agency to any of its Personnel providing services to Client hereunder. Client or Agency may deduct such allocable portion of the payment as travel expenses subject to any applicable federal limitations.

Agency shall provide Client with information detailing all such per diem allowances paid for travel expenses on a report referenced and included as a part of each invoice. Each such report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof. Such report shall contain the names of each Personnel providing services to Client who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Copies of such expense reports are maintained by Agency and are available upon request if needed to further substantiate Client's tax deductions for travel expenses. Agency is providing Client with an aggregate hourly rate for billing purposes which is inclusive of both (i) amounts for healthcare services provided by Personnel hereunder; and (ii) reimbursements for per diem allowances paid by Agency to Personnel (at the current rate, with 0% markup). The aforementioned hourly rate is being given solely at Client's request to allow Client to compare the total cost of Agency's services to its competitors' and it shall in no way reflect treatment of how Agency is paying wages to its Personnel. This allocation and deduction of travel expenses shall apply to Approved Vendors and their Personnel based on the terms and conditions set forth above as well.

J. MILEAGE. Client will reimburse Agency for all mileage while traveling between Client's facilities in accordance with IRS Standards.

K. INCENTIVISED RATES. Agency and Client may designate certain specialties as requiring an incentivized rate at the time of order to meet Client needs. Such incentivized rates shall be used for the duration or extension of such assignments. Agency shall propose such rates including the details of the bill rate change, prior to enacting the incentivized rates and Client shall confirm its approval via the assignment confirmation signed by Client.

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

Effective: 08/03/2025

Modality	PERSONNEL RATES (PER HOUR)
APE	$105.00-116.50
BID / BCBA	$110.00-141.77
COTA	$75.75-93.50
Counselor	$80.00-113.63
OT	$95.00-138.25
School Psychologist	$130.00-148.26

Resource Teacher (RST)	$81-126.75
School Nurse	$90.00-136.36
SLPA	$75.75-96.00
SLP	$110.00-141.25
SPECIALTY POSITIONS CONVERSION FEES OR PERMANENT PLACEMENT	
The conversion fee is equal to the greater of USD $18,750 or 35% of the provider's annual base salary calculated on a 40-hour work week.	

SUBSTITUTE TEACHER AND SUPPORT STAFF POSITIONS	HOURLY RATE
Paraprofessionals	$37.50-48.00
Behavior Aide (BII)	$41.75-60.00
Campus Aide	$35.00-47.61
Office Assistant	$37.50-52.00
Certified Teacher (non SpEd)	$81.17-90.00
Licensed Vocational Nurse	$59.25-68.00
Certified Nursing Assistant	$41.75-55.00
Long Term Substitute Teacher	$50.60-$89.00
SUBSTITUTE TEACHER AND SUPPORT STAFF POSITIONS CONVERSION FEES OR PERMANENT PLACEMENT	
Fewer than 90 days on assignment - $6,500 90 Days or more on assignment- $3,500	

NEW MEDISCAN II, LLC DBA CROSS COUNTRY EDUCATION

Client: Making Waves Academy

SIGNATURE

PRINTED NAME

TITLE

DATE

SIGNATURE

PRINTED NAME

TITLE

DATE

CCE 04.2025

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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/14/2025

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

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

PRODUCER Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** WTW Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@wtwco.com
INSURED Cross Country Healthcare, Inc. * See Attachment for Full List * 6551 Park of Commerce Blvd., NW Boca Raton, FL 33487	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** INSURER A : Underwriters at Lloyd's London — 15792 INSURER B : Safety National Casualty Corporation — 15105 INSURER C : The Medical Protective Company — 11843 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W38663617 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR X Retro Date 08/26/01 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		B080153081P24	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ Included $ Included $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			B080153081P24	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Self Insured Retention	$ $ $ $ $ 2,000,000.00
A	☐ UMBRELLA LIAB ☐ OCCUR X EXCESS LIAB X CLAIMS-MADE ☐ DED ☐ RETENTION $			B080153081P24	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LDS4068951	09/30/2024	09/30/2025	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Medical Professional Liability			G00517	10/01/2024	10/01/2025	Each Occurrence Aggregate	1,000,000 3,000,000

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

Policy B080153081P24 is written by the following participating insurers - Lloyds of London NAIC #15792 (Beazley and Chubb) Policy B080153081P24(75%) and Lexington Insurance Company Policy 021458271 (25%). General Liability limits shall be part of and not in addition to the Excess Liability limits.

Additional Insured Status is granted on these policies if required by contract.
SEE ATTACHED

CERTIFICATE HOLDER

Making Waves Academy
Attn: Contracts Dept.
4123 Lakeside Drive
Richmond, CA 94806

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Southeast, Inc.		Cross Country Healthcare, Inc. * See Attachment for Full List * 6551 Park of Commerce Blvd., NW Boca Raton, FL 33487
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Hired and Non-owned Auto Coverages are provided by Cross Country Healthcare, Inc. through a $2M SIR.

Excess Liability applies over GL, PL (Primary and Excess), AUTO AND EL.

Additional insured status is granted on a primary noncontributory basis on the above policies, if required by contract.
Sexual Abuse & Molestation limits are included in the General Liability policy.

INSURER AFFORDING COVERAGE: Safety National Casualty Corporation NAIC#: 15105
POLICY NUMBER: PS4068950 EFF DATE: 09/30/2024 EXP DATE: 09/30/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	E.L. Each Accident	$1,000,000
Employers Liability	E.L. Disease- EA Empl	$1,000,000
Per Statute - (AZ, MA, WI)	E.L. Disease-POL Lim	$1,000,000

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Entity
Cross Country Healthcare, Inc.
Assignment America, LLC d/b/a: Cross Country Nurses Local, CRU48 Local, Cross Country Allied Local, Cross Country Medical Staffing Network, Advantage RN Local Staffing, Medical Staffing Network
Cejka Search, LLC d/b/a: Cross Country Search, Cejka Search
Credent Verification and Licensing Services, LLC
Cross Country Staffing Inc. d/b/a Cross Country Healthcare Services; CRU48
Intellify Talent Solutions, LLC
Medical Doctor Associates, LLC dba Cross Country Locums
Medical Doctor Associates, LLC dba Mint Medical Physician Staffing; Lotus Medical Staffing
New Mediscan II, LLC d/b/a Cross Country Education
OWS, LLC d/b/a: OWS, LLC (Delaware), OWS Solutions, Selected, HireUp Leadership
Travel Staff, LLC d/b/a: Cross Country Nurses, CRU48 Travel, Cross Country Allied, Advantage RN; Travel Staff of Boca Raton, Cross Country Education Travel
Assignment America, LLC dba Assignment America of Boca Raton
Assignment America, LLC dba Cross Country Workforce Solutions Group; Talent Strategies, Inc.; Health Talent Strategies, Inc.; Workforce Solutions Group, Inc.
Cross Country DAS, Inc.
Cross Country Tech, LLC

California Department of Education
Nonpublic Agency (NPA) Certification

Date: December 27, 2024

NPA: New Mediscan II, LLC dba Cross Country Education
NPA Identification Code: 9900850
Site Administrator: Kelly Hourigan
Mailing Address: 21820 Burbank Boulevard, Suite 120
City: Woodland Hills State: California Zip Code: 91367

NPA Authorized to Provide Services at NPA Site: ☐ Yes
Site Address:
City: State: California Zip Code:

Grades: Prekindergarten to 12
Ages: 3 to 22 Student Gender: All

2025 Certification Status: Approved
Maximum Student Capacity: 76+
Effective Dates: January 01, 2025 through December 31, 2025

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. seq.

☐ 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 Services:

☑ APE	☑ BII	☑ LSDR	☐ PCT	☐ SDTI	☐ VECD
☑ AS	☑ CG	☐ MT	☑ PS*	☑ SW	☐ LI:
☐ ATS	☐ EE	☐ OM	☑ PT	☐ TS	☐ Other:
☑ BID	☑ HNS	☑ OT	☐ RS	☐ 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 occurence: 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.

Coversheet

SPG Therapy & Education

Section: VI. Consent Action Items
Item: K. SPG Therapy & Education
Purpose: Vote
Submitted by:
Related Material: SPG Therapy & Education – MWA Contract – SY [2025-2026].pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA MAKING WAVES ACADEMY

Contract Year 2025-2026

_____ 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.

Table of Contents

Contents

GENERAL PROVISIONS 1

1. MASTER CONTRACT 1
2. IMPLEMENTATION 1
3. CERTIFICATION AND LICENSES 2
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 3
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICE AGREEMENT (“ISA”) 3
7. DEFINITIONS 4

ADMINISTRATION OF CONTRACT 5

8. NOTICES 5
9. MAINTENANCE OF RECORDS 6
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 7
12. VENUE AND GOVERNING LAW 7
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION 7
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 10
20. NON-DISCRIMINATION 11

EDUCATIONAL PROGRAM 11

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) 11
22. GENERAL PROGRAM OF INSTRUCTION 12
23. INSTRUCTIONAL MINUTES 13
24. CLASS SIZE 13
25. CALENDARS 13
26. DATA REPORTING 14

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 14
28. STATEWIDE ACHIEVEMENT TESTING 15
29. MANDATED ATTENDANCE AT LEA MEETINGS 15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 15
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 17
33. SURROGATE PARENTS AND FOSTER YOUTH 18
34. DUE PROCESS PROCEEDINGS 18
35. COMPLAINT PROCEDURES 19
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS 20
38. STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF STUDENT FROM PROGRAM 20
40. PARENT ACCESS 21
41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS 21
42. STATE MEAL MANDATE 22
43. MONITORING 22
PERSONNEL 23
44. CLEARANCE REQUIREMENTS 23
45. STAFF QUALIFICATIONS 24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 24
47. STAFF ABSENCE 25
48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME 25
HEALTH AND SAFETY MANDATES 26
49. HEALTH AND SAFETY 26
50. FACILITIES AND FACILITIES MODIFICATIONS 26
51. ADMINISTRATION OF MEDICATION 26
52. INCIDENT/ACCIDENT REPORTING 27
53. CHILD ABUSE REPORTING 27
54. SEXUAL HARASSMENT 27
55. REPORTING OF MISSING CHILDREN 27
FINANCIAL 27

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES 27

57. RIGHT TO WITHHOLD PAYMENT 28

58. PAYMENT FROM OUTSIDE AGENCIES 29

59. PAYMENT FOR ABSENCES 30

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY 30

61. INSPECTION AND AUDIT 31

62. RATE SCHEDULE 32

63. DEBARMENT CERTIFICATION 32

EXHIBIT A: 2025-2026 RATES 34

EXHIBIT B: 2025-2026 ISA 36

2025-2026 **CONTRACT NUMBER:** 003

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: SPG Therapy & Education

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and SPG Therapy & 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, 2025 to June 30, 2026 (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, 2025 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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).

vi. 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 LEA 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 it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual 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;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 the individual's 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 prone containment.
7. 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.

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 the individual 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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil

would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

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 1501.1and 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.

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.

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 pupils 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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the ___1st__ day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
SPG Therapy & Education	_Making Waves Academy_____
Nonpublic School/Agency	**LEA Name**
By: _____	**By:** _____
Signature **Date**	**Signature** **Date**
_____	Alton Nelson, Chief Executive Office (CEO)
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:**
	Alton Nelson, Chief Executive Office (CEO)
Name and Title	**Name and Title** Making Waves Academy
Nonpublic School/Agency/Related Service Provider	**LEA** 4123 Lakeside Dr
Address	**Address** Richmond, CA 94806
City **State** **Zip**	**City** **State** **Zip** (510) 262-1511
Phone **Fax**	**Phone** **Fax**
Email	**Email** anelson@mwacademy.org

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: SPG Therapy & Education
The CONTRACTOR CDS NUMBER: NPA ID: 9900164

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	See attached rate sheet	
Language and Speech (415)	See attached rate sheet	
Adapted Physical Education (425)	See attached rate sheet	
Health and Nursing: Specialized Physical Health Care (435)	See attached rate sheet	
Health and Nursing: Other Services (436)	See attached rate sheet	
Assistive Technology Services (445)	See attached rate sheet	
Occupational Therapy (450)	See attached rate sheet	
Physical Therapy (460)	See attached rate sheet	
Individual Counseling (510)	See attached rate sheet	
Counseling and Guidance (515)	See attached rate sheet	
Parent Counseling (520)	See attached rate sheet	
Social Work Services (525)	See attached rate sheet	
Psychological Services (530)	See attached rate sheet	
Behavior Intervention Services (535)	See attached rate sheet	

Specialized Services for Low Incidence Disabilities (610)	See attached rate sheet
Specialized Deaf and Hard of Hearing (710)	See attached rate sheet
Interpreter Services (715)	See attached rate sheet
Audiological Services (720)	See attached rate sheet
Specialized Vision Services (725)	See attached rate sheet
Orientation and Mobility (730)	See attached rate sheet
Specialized Orthopedic Services (740)	See attached rate sheet
Reader Services (745)	See attached rate sheet
Transcription Services (755)	See attached rate sheet
Recreation Services, Including Therapeutic (760)	See attached rate sheet
College Awareness (820)	See attached rate sheet
Work Experience Education (850)	See attached rate sheet
Job Coaching (855)	See attached rate sheet
Mentoring (860)	See attached rate sheet
Travel Training (870)	See attached rate sheet
Other Transition Services (890)	See attached rate sheet
Other (900)	See attached rate sheet
Other (900)	See attached rate sheet

1. **Rate Sheet**

2. **Certificate of Liability Insurance**

3. **NPA Certification letter from the California Department of Education (CDE)**

EXHIBIT B: 2025-2026 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 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, 2026, 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)							

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				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

SPG Therapy & Education
Making Waves Academy

Service Type	2025-2026 Rates		2025-2026 Discounts		
Addendum A Services - Speech:					
Language and Speech	$1,049.11	Daily (7-8 hr day)			
	$154.64	per hour			
Language and Speech Specialty (AAC, AT, D/HH, Bilingual)	$1,173.42	Daily (7-8 hr day)			
	$171.82	per hour			
SLPA	$758.03	Daily (7-8 hr day)			
SLPA (AAC, AT, D/HH, Bilingual)	$796.43	Daily (7-8 hr day)			
Language and Speech Consult	$164.74	per hour			
Language and Speech Specialty Consult	$197.09	per hour			
Clinic Services – Individual (Assessments)	$144.53	per hour			
Clinic Services – Group (2 or 3)	$117.24	per hour			
Addendum B Services – Behavior:					
Behavior Intervention – BID (BCBA)	$192.03	per hour	$183.00	per hour	4.7%
Behavior Intervention – BID (BCaBA)	$163.73	per hour	$163.00	per hour	0.60%
Behavior Intervention Implementation - BII*	$114.21	per hour	*See Tiered Rates Below		
Addendum C Services - Psych:					
School Psychologist	$192.03	per hour			
Addendum D Services - OT:					
Occupational Therapy	$122.29	per hour			
Addendum E Services - PT:					
Physical Therapy	$122.29	per hour			
Addendum F Services – Mental Health (CG and PCT):					
CG and PCT	$1,051.13	Daily (7-8 hr day)			
	$164.74	per hour			
CG and PCT (Bilingual)	$1,172.41	Daily (7-8 hr day)			
	$170.81	per hour			
Addendum G Services - Education:					
Education/Speech/Mental Health Technician/Mentor/Tutor*	$114.21	per hour	*See Tiered Rates Below		
Independent Educational Evaluations – All Disciplines	$197.09	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 for R/BTs &/or Technicians:**

1 R/BT or Tech	$90.00	per hour	20.4%
2-5 R/BTs and/or Techs	$88.00	per hour	24.8%
6-10 R/BTs and/or Techs	$85.00	per hour	29.2%
11+ R/BTs and/or Techs	$81.00	per hour	33.6%

SPG Therapy & Education
Making Waves Academy

Service Type	2025-2026 Rates		2025-2026 Rates		
Addendum G Services – Education					
Education Specialist	**$1,049.11**	**Daily (7-8 hr day)**	**$915.87**	**Daily (7-8 hr day)**	**12.7%**
	154.64	**per hour**			
Education Specialist (Bilingual)	**$1,173.42**	**Daily (7-8 hr day)**	**$1,024.40**	**Daily (7-8 hr day)**	**12.7%**
	$171.82	**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.

THESPEE-C1 VPASILLAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/29/2025

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

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

PRODUCER IMA, Inc. - Pasadena 3475 E. Foothill Boulevard Suite 100 Pasadena, CA 91107	CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 441-3233 E-MAIL ADDRESS:
INSURED SPG Therapy & Education, PC dba SPG Therapy & Education 2021 Ygnacio Valley Road, C-102-103 Walnut Creek, CA 94598	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Berkley National Insurance Company — 38911 INSURER B : QBE Insurance Corporation — 39217 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		HHN859304013	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X		HHN859304013	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $ 0			HHN859304013	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE Aggregate	$ 10,000,000 $ $ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		202000942	10/1/2024	10/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional liab EO			HHN859304013	10/1/2024	10/1/2025	Aggregate	3,000,000
A	Abuse & Molestation			HHN859304013	10/1/2024	10/1/2025	Aggregate	3,000,000

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

Sexual Abuse per Occurance $1,000,000
Sexual Abuse aggregate $3,000,000

Named Insureds:
SPG Therapy & Education, PC dba SPG Therapy & Education
SPG Therapy & Education, PC dba Child Counseling & Behavior Therapy Clinic
Comprehensive Autism Center, PC
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Making Waves Academy
4123 Lakeside Dr
Richmond, CA 94806

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Powered by BoardOnTrack

AGENCY CUSTOMER ID: THESPEE-C1 VPASILLAS

LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
IMA, Inc. - Pasadena		SPG Therapy & Education, PC dba SPG Therapy & Education 2021 Ygnacio Valley Road, C-102-103 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, PC dba Abrite or The Abrite Organization
Abrite, PC dba Brite Horizons School
Autism Intervention Services, LLC
REP Behavioral Health, LLC

RE: All Operations of the Named Insured
GL & Auto Additional Insured applies per CG83911219 attached, only if required by written contract/agreement.
Separate AI endorsement page is to Follow.
Additional Insured(s): Making Waves Academy

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

(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:

Includes copyrighted material of Insurance Services Office, Inc. used with its permission.

Powered by BoardOnTrack

(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 and 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:

Includes copyrighted material of Insurance Services Office, Inc. used with its permission.

Powered by BoardOnTrack

(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," or "personal and 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:

Includes copyrighted material of Insurance Services Office, Inc. used with its permission.

Powered by BoardOnTrack

(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," or "personal and 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 and advertising 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 and Advertising 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;

Includes copyrighted material of Insurance Services Office, Inc. used with its permission.

Powered by BoardOnTrack

(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 INSUREDS

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 and 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.

Includes copyrighted material of Insurance Services Office, Inc. used with its permission.

Powered by BoardOnTrack

California Department of Education
Nonpublic Agency (NPA) Certification
Date: January 22, 2025

NPA: SPG Therapy & Education – Walnut Creek
NPA Identification Code: 9900164
Site Administrator: Susan Stark
Mailing Address: 2021 Ygnacio Valley Road, C102, C103 & C202
City: Walnut Creek State: California Zip Code: 94598

NPA Authorized to Provide Services at NPA Site: ☑ Yes
Site Address:2021 Ygnacio Valley Road, C102, C103 & C202
City: Walnut Creek State: California Zip Code: 94598

Grades: Prekindergarten to 12
Ages: Infant to >22 Student Gender: All

2025 Certification Status: Approved
Maximum Student Capacity: 76+
Effective Dates: January 01, 2025 through December 31, 2025

☑ Amended

Amended to change NPA name.

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 Services

☐ APE	☑ BII	☑ LSDR	☑ PCT	☐ SDTI	☐ VECD
☐ AS	☑ CG	☐ MT	☑ PS*	☐ SW	☐ LI:
☑ ATS	☐ EE	☐ OM	☑ PT	☐ TS	☐ Other:
☑ BID	☐ HNS	☑ OT	☐ RS	☐ 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 occurence: 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.

Coversheet

RIDS Brothers

Section: VI. Consent Action Items
Item: L. RIDS Brothers
Purpose: Vote
Submitted by:
Related Material: Rids Brothers Company Inc – MWA Contract – SY [2025-2026].pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA MAKING WAVES ACADEMY

Contract Year 2025-2026

_____ 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.

Table of Contents

Contents

GENERAL PROVISIONS 1

1. MASTER CONTRACT 1
2. IMPLEMENTATION 1
3. CERTIFICATION AND LICENSES 2
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 3
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICE AGREEMENT (“ISA”) 3
7. DEFINITIONS 4

ADMINISTRATION OF CONTRACT 5

8. NOTICES 5
9. MAINTENANCE OF RECORDS 6
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 7
12. VENUE AND GOVERNING LAW 7
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION 7
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 10
20. NON-DISCRIMINATION 11

EDUCATIONAL PROGRAM 11

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) 11
22. GENERAL PROGRAM OF INSTRUCTION 12
23. INSTRUCTIONAL MINUTES 13
24. CLASS SIZE 13
25. CALENDARS 13
26. DATA REPORTING 14

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 14
28. STATEWIDE ACHIEVEMENT TESTING 15
29. MANDATED ATTENDANCE AT LEA MEETINGS 15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 15
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 17
33. SURROGATE PARENTS AND FOSTER YOUTH 18
34. DUE PROCESS PROCEEDINGS 18
35. COMPLAINT PROCEDURES 19
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS 20
38. STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF STUDENT FROM PROGRAM 20
40. PARENT ACCESS 21
41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS 21
42. STATE MEAL MANDATE 22
43. MONITORING 22

PERSONNEL 23

44. CLEARANCE REQUIREMENTS 23
45. STAFF QUALIFICATIONS 24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 24
47. STAFF ABSENCE 25
48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME 25

HEALTH AND SAFETY MANDATES 26

49. HEALTH AND SAFETY 26
50. FACILITIES AND FACILITIES MODIFICATIONS 26
51. ADMINISTRATION OF MEDICATION 26
52. INCIDENT/ACCIDENT REPORTING 27
53. CHILD ABUSE REPORTING 27
54. SEXUAL HARASSMENT 27
55. REPORTING OF MISSING CHILDREN 27

FINANCIAL 27

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES 27

57. RIGHT TO WITHHOLD PAYMENT 28

58. PAYMENT FROM OUTSIDE AGENCIES 29

59. PAYMENT FOR ABSENCES 30

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY 30

61. INSPECTION AND AUDIT 31

62. RATE SCHEDULE 32

63. DEBARMENT CERTIFICATION 32

EXHIBIT A: 2025-2026 RATES 34

EXHIBIT B: 2025-2026 ISA 36

2025-2026 **CONTRACT NUMBER:** 006

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Rids Brother Company Inc

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Rids Brother Company Inc (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, 2025 to June 30, 2026 (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, 2025 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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).

vi. 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 LEA 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 it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual 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;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 the individual's 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 prone containment.
7. 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.

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 the individual 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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil

would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

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 1501.1and 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.

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.

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 pupils 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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the ____1st__ day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Rids Brothers Company Inc	_Making Waves Academy_____
Nonpublic School/Agency	**LEA Name**
By: _____	**By:** _____
Signature **Date**	**Signature** **Date**
_____	Alton Nelson, Chief Executive Office (CEO)
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:**
	Alton Nelson, Chief Executive Office (CEO)
Name and Title	**Name and Title** Making Waves Academy
Nonpublic School/Agency/Related Service Provider	**LEA** 4123 Lakeside Dr
Address	**Address** Richmond, CA 94806
City **State** **Zip**	**City** **State** **Zip** (510) 262-1511
Phone **Fax**	**Phone** **Fax**
Email	**Email** anelson@mwacademy.org

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Rids Brothers Inc
The CONTRACTOR CDS NUMBER: NPA ID: 9900850

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	See attached rate sheet	
Language and Speech (415)	See attached rate sheet	
Adapted Physical Education (425)	See attached rate sheet	
Health and Nursing: Specialized Physical Health Care (435)	See attached rate sheet	
Health and Nursing: Other Services (436)	See attached rate sheet	
Assistive Technology Services (445)	See attached rate sheet	
Occupational Therapy (450)	See attached rate sheet	
Physical Therapy (460)	See attached rate sheet	
Individual Counseling (510)	See attached rate sheet	
Counseling and Guidance (515)	See attached rate sheet	
Parent Counseling (520)	See attached rate sheet	
Social Work Services (525)	See attached rate sheet	
Psychological Services (530)	See attached rate sheet	
Behavior Intervention Services (535)	See attached rate sheet	

Specialized Services for Low Incidence Disabilities (610)	See attached rate sheet
Specialized Deaf and Hard of Hearing (710)	See attached rate sheet
Interpreter Services (715)	See attached rate sheet
Audiological Services (720)	See attached rate sheet
Specialized Vision Services (725)	See attached rate sheet
Orientation and Mobility (730)	See attached rate sheet
Specialized Orthopedic Services (740)	See attached rate sheet
Reader Services (745)	See attached rate sheet
Transcription Services (755)	See attached rate sheet
Recreation Services, Including Therapeutic (760)	See attached rate sheet
College Awareness (820)	See attached rate sheet
Work Experience Education (850)	See attached rate sheet
Job Coaching (855)	See attached rate sheet
Mentoring (860)	See attached rate sheet
Travel Training (870)	See attached rate sheet
Other Transition Services (890)	See attached rate sheet
Other (900)	See attached rate sheet
Other (900)	See attached rate sheet

1. **Rate Sheet**

2. **Certificate of Liability Insurance**

EXHIBIT B: 2025-2026 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 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, 2026, 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)							

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				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

_____
(Name of Nonpublic School/Agency)

_____
(Signature) (Date)

_____
(Name and Title)

-LEA/SELPA-

_____
(Name of LEA/SELPA)

_____
(Signature) (Date)

_____
(Name of Superintendent or Authorized Designee)

Rids Brother Company Inc
301 Railroad Avenue, Rodeo, CA 94572
510-356-4731/510-570-2150

Cost Breakdown:

Rids Brother Company Inc. Program

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

Price Chart:

Category	*Pricing*
Trip Origination:	***$50 per trip***
Mileage Charge	***$2.50 per mile***
Harness Fee	***$5.00 per trip***
Wheelchair Origination	***$75 per trip***
Aide/Monitor	***$50 per trip (minimum)***
Waiting Time	***$1.00 per minute***
Camera Fee	***$3.00 per trip***
Field Trips/ Longer Trips	***TBD***

* A trip is defined as a one way transportation event. Examples might include; home to school in the AM, a mid day trip, field trip or from school to home in the PM. The total number of trips is charged for by adding together each one way transportation event.

Insurance:

1. General Liability Insurance of 2 million coverage.
2. Excess Liability insurance of 5 million coverage.
3. Workers Compensation of 1 million coverage.
4. Auto Liability Insurance of 1 million coverage.
5. Child Molestation coverage of 2 million coverage.

Fuel Surcharge:

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

http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/23/2025

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

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

PRODUCER	Limitless Insurance Solutions Inc. 840 Hinckley Rd Suite 127 Burlingame CA 94010	CONTACT NAME: Gary Khazan PHONE (A/C, No, Ext): 650-259-7516 FAX (A/C, No): 650-259-9834 E-MAIL ADDRESS: gary@limitlessins.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Kinsale Insurance Company	38920
INSURED	RIDS BROTHER COMPANY INC. 301 Railroad Ave RODEO CA 94572	INSURER B : Rivington Insurance Company	12537
		INSURER C : Kinsale Insurance Company	38920
		INSURER D : State Compensation Insurance Fund	35076
		INSURER E : Beazley Safeguard Insurance Company	AFB 2623
		INSURER F : Century Surety Insurance Company	36951

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:	✓	✓	0100233975-2	04/04/2025	04/04/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liab.	$1,000,000 $50,000 $ $1,000,000 $3,000,000 $Included $1 Mill/$3Mill
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ✓ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			BRPCLPTCA011400080525	04/16/2025	04/16/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
C	☐ UMBRELLA LIAB ✓ OCCUR ✓ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION $			0100233985-2	04/04/2025	04/04/2026	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	9321750-24	07/28/2024	07/28/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
E	SEXUAL ABUSE AND MOLESTATION			SML-0000-00354364D	05/01/2024	05/01/2025	LIMIT PER CLAIM AGGREGATE LIMIT	$1,000,000 $1,000,000
F	PROPERTY			CCP-1307223	04/04/2025	04/04/2026	BUILDING LIMIT	$240,000

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

Certificate holder is named as additional insured.

CERTIFICATE HOLDER

Making Waves Academy
4132 Lakeside Drive
Richmond, CA 94806

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gary Khazan 04/23/2025

© 1988-2015 ACORD CORPORATION. All rights reserved.

Coversheet

Anchor Counseling Solutions

Section: VI. Consent Action Items
Item: M. Anchor Counseling Solutions
Purpose: Vote
Submitted by:
Related Material:
Anchor Counseling & Education Solutions – MWA Contract – SY [2025-2026].pdf

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

2025-2026

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA MAKING WAVES ACADEMY

Contract Year 2025-2026

_____ 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.

Table of Contents

Contents

GENERAL PROVISIONS 1

1. MASTER CONTRACT 1
2. IMPLEMENTATION 1
3. CERTIFICATION AND LICENSES 2
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS 2
4. TERM OF MASTER CONTRACT 3
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION 3
6. INDIVIDUAL SERVICE AGREEMENT (“ISA”) 3
7. DEFINITIONS 4

ADMINISTRATION OF CONTRACT 5

8. NOTICES 5
9. MAINTENANCE OF RECORDS 6
10. SEVERABILITY CLAUSE 6
11. SUCCESSORS IN INTEREST 7
12. VENUE AND GOVERNING LAW 7
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES 7
14. TERMINATION 7
15. INSURANCE 7
16. INDEMNIFICATION AND HOLD HARMLESS 9
17. INDEPENDENT CONTRACTOR 10
18. SUBCONTRACTING 10
19. CONFLICTS OF INTEREST 10
20. NON-DISCRIMINATION 11

EDUCATIONAL PROGRAM 11

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE) 11
22. GENERAL PROGRAM OF INSTRUCTION 12
23. INSTRUCTIONAL MINUTES 13
24. CLASS SIZE 13
25. CALENDARS 13
26. DATA REPORTING 14

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT 14
28. STATEWIDE ACHIEVEMENT TESTING 15
29. MANDATED ATTENDANCE AT LEA MEETINGS 15
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS 15
31. STUDENT DISCIPLINE 17
32. IEP TEAM MEETINGS 17
33. SURROGATE PARENTS AND FOSTER YOUTH 18
34. DUE PROCESS PROCEEDINGS 18
35. COMPLAINT PROCEDURES 19
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS 19
37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS 20
38. STUDENT CHANGE OF RESIDENCE 20
39. WITHDRAWAL OF STUDENT FROM PROGRAM 20
40. PARENT ACCESS 21
41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS 21
42. STATE MEAL MANDATE 22
43. MONITORING 22

PERSONNEL 23

44. CLEARANCE REQUIREMENTS 23
45. STAFF QUALIFICATIONS 24
46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS 24
47. STAFF ABSENCE 25
48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME 25

HEALTH AND SAFETY MANDATES 26

49. HEALTH AND SAFETY 26
50. FACILITIES AND FACILITIES MODIFICATIONS 26
51. ADMINISTRATION OF MEDICATION 26
52. INCIDENT/ACCIDENT REPORTING 27
53. CHILD ABUSE REPORTING 27
54. SEXUAL HARASSMENT 27
55. REPORTING OF MISSING CHILDREN 27

FINANCIAL 27

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES 27

57. RIGHT TO WITHHOLD PAYMENT 28

58. PAYMENT FROM OUTSIDE AGENCIES 29

59. PAYMENT FOR ABSENCES 30

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY 30

61. INSPECTION AND AUDIT 31

62. RATE SCHEDULE 32

63. DEBARMENT CERTIFICATION 32

EXHIBIT A: 2025-2026 RATES 34

EXHIBIT B: 2025-2026 ISA 36

2025-2026 **CONTRACT NUMBER:** 002

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Anchor Counseling & 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, 2025, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado Charter SELPA and Anchor Counselling & 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, 2025 to June 30, 2026 (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, 2025 (Title 5 California Code of Regulations section 3062(d)). 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 (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed

in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). 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).

vi. 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 LEA 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 it's implementing regulations. If the IEP team determines that a student's behavior impedes the individual 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;
   restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
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 the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. 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 the individual's 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 prone containment.
7. 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.

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 the individual 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.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil

would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

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 1501.1and 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.

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.

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 pupils 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 <u>not</u> presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

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

for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the ____1st__ day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR	**LEA**
Anchor Counselling & Education Solutions _____ **Nonpublic School/Agency**	_Making Waves Academy_____ **LEA Name**
By: _____ **Signature** **Date**	**By:** _____ **Signature** **Date**
_____ **Name and Title of Authorized Representative**	Alton Nelson, Chief Executive Office (CEO) **Name and Title of Authorized Representative**

Notices to CONTRACTOR shall be addressed to:	**Notices to LEA shall be addressed to:** Alton Nelson, Chief Executive Office (CEO)
Name and Title	**Name and Title** Making Waves Academy
Nonpublic School/Agency/Related Service Provider	**LEA** 4123 Lakeside Dr
Address	**Address** Richmond, CA 94806
City **State** **Zip**	**City** **State** **Zip** (510) 262-1511
Phone **Fax**	**Phone** **Fax**
Email	**Email** anelson@mwacademy.org

Additional LEA Notification
(Required if completed)

Name and Title
Address
City **State** **Zip**
Phone **Fax**
Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Anchor Counseling & Educational Solutions
The CONTRACTOR CDS NUMBER: NPA ID: 9901647

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

Maximum Contract Amount: _____

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

1) Daily Basic Education Rate: _____

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

3) Related Services

SERVICE	RATE	PERIOD
Intensive Individual Services (340)	See attached rate sheet	
Language and Speech (415)	See attached rate sheet	
Adapted Physical Education (425)	See attached rate sheet	
Health and Nursing: Specialized Physical Health Care (435)	See attached rate sheet	
Health and Nursing: Other Services (436)	See attached rate sheet	
Assistive Technology Services (445)	See attached rate sheet	
Occupational Therapy (450)	See attached rate sheet	
Physical Therapy (460)	See attached rate sheet	
Individual Counseling (510)	See attached rate sheet	
Counseling and Guidance (515)	See attached rate sheet	
Parent Counseling (520)	See attached rate sheet	
Social Work Services (525)	See attached rate sheet	
Psychological Services (530)	See attached rate sheet	
Behavior Intervention Services (535)	See attached rate sheet	

Specialized Services for Low Incidence Disabilities (610)	See attached rate sheet
Specialized Deaf and Hard of Hearing (710)	See attached rate sheet
Interpreter Services (715)	See attached rate sheet
Audiological Services (720)	See attached rate sheet
Specialized Vision Services (725)	See attached rate sheet
Orientation and Mobility (730)	See attached rate sheet
Specialized Orthopedic Services (740)	See attached rate sheet
Reader Services (745)	See attached rate sheet
Transcription Services (755)	See attached rate sheet
Recreation Services, Including Therapeutic (760)	See attached rate sheet
College Awareness (820)	See attached rate sheet
Work Experience Education (850)	See attached rate sheet
Job Coaching (855)	See attached rate sheet
Mentoring (860)	See attached rate sheet
Travel Training (870)	See attached rate sheet
Other Transition Services (890)	See attached rate sheet
Other (900)	See attached rate sheet
Other (900)	See attached rate sheet

1. **Rate Sheet**

2. **Certificate of Liability Insurance**

3. **NPA Certification letter from the California Department of Education (CDE)**

EXHIBIT B: 2025-2026 ISA

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

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 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, 2026, 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)							

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				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							

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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS $_____

4. Other Provisions/Attachments:

_____

_____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-	-LEA/SELPA-
_____ (Name of Nonpublic School/Agency)	_____ (Name of LEA/SELPA)
_____ (Signature) (Date)	_____ (Signature) (Date)
_____ (Name and Title)	_____ (Name of Superintendent or Authorized Designee)

Anchor Counseling & Education Solutions, LLC

Fees for Service 2025-2026

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 & Case Management (300)	$125	$135	$135	**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	

ANCHOR
COUNSELING & EDUCATION SOLUTIONS, LLC

Mileage (Federal Mileage rate as of January 1, 2025)	0.70	0.70	0.70	
Drive Time	Hourly Rate	Hourly Rate	Hourly Rate	

Assessments & Evaluations	Flat Rate	45 days	30 Days	10 Days
Speech and Language Assessment	$1600	$2000	$2500	$3000
Speech and Language ROR Assessment	$1200	$1400	$1600	$2000
Occupational Therapy Assessment	$1600	$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)				

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/15/2024

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

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

PRODUCER HCP National Insurance Services, Inc 16-A Journey, Suite 150 Aliso Viejo CA 92656	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 949-862-7400 **FAX (A/C, No):** 949-258-5313 **E-MAIL ADDRESS:** service@hcpnational.com
INSURED Anchor Counseling & Education Solutions, Inc. 19200 Von Karman, Suite 600 Irvine CA 92612	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Underwriters at Lloyd's of London **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Sexual Misconduct & Molestation Liability Insurance Retroactive Date: 08/14/2023			B0621PANCH004824	08/14/2024	08/14/2025	Each Claim Aggregate	$1,000,000 $2,000,000

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

CERTIFICATE HOLDER

Anchor Counseling &
Education Solutions, Inc.
19200 Von Karman, Suite 600
Irvine, CA 92612

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

California Department of Education
Nonpublic Agency (NPA) Certification

Date: December 20, 2024

NPA: Anchor Counseling & Education Solutions
NPA Identification Code: 9901647
Site Administrator: Emi Koga
Mailing Address: 19200 Von Karman Avenue Suite 600
City: Irvine State: California Zip Code: 92694

NPA Authorized to Provide Services at NPA Site: ☐ Yes
Site Address:
City: State: California Zip Code:

Grades: Kindergarten to 12
Ages: 4 to 21 Student Gender: All

2025 Certification Status: Approved
Maximum Student Capacity: 76+
Effective Dates: January 01, 2025 through December 31, 2025

Certified related services must be provided according to Title 5 of the California Code of Regulations, Section 3051 et. seq.

☐ 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 Services

☑ APE	☑ BII	☑ LSDR	☐ PCT	☐ SDTI	☐ VECD
☐ AS	☑ CG	☐ MT	☑ PS*	☑ SW	☐ LI:
☐ ATS	☐ EE	☐ OM	☐ PT	☐ TS	☐ Other:
☑ BID	☐ HNS	☑ OT	☐ RS	☐ 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 occurence: 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.

Coversheet

2025-26 Education Protection Account (EPA)

Section: VI. Consent Action Items
Item: N. 2025-26 Education Protection Account (EPA)
Purpose: Vote
Submitted by:
Related Material:
Education_Protection_Account_-_Board_Resolution_-2025-26-06.09.2025.pdf
Education Protection Account Spending Plan 2025-26-06.09.2025.pdf

Making Waves Academy

Board Meeting:
June 16, 2025

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 Controller 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 16, 2025.

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

_____

Alicia Klein, Board Chair of Governing Board
Making Waves Academy

Making Waves Academy

2025-26 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 2025-26 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 2025-26 Revenue and Expenditures:

Revenue: $2,098,595

Expenditures:

- Teachers Salary $2,098595

Coversheet

Vendor Invoices

Section: VI. Consent Action Items
Item: O. Vendor Invoices
Purpose: Vote
Submitted by:
Related Material: Bill Payment List - Apr-May 2025.pdf

Making Waves Academy

Bill Payment List

April to May 2025

Date	Num	Vendor	Amount	Descriptions
5/19/2025		AAA Business Supplies & Interiors	$ 1,261.69	Supplies
4/28/2025		AAA Business Supplies & Interiors	$ 1,261.69	Supplies
5/12/2025	20526	Aidvantage - Federal Student Aid Loan Servicing	$ 1,500.00	Tuition Payment
5/12/2025	20525	Aidvantage - Federal Student Aid Loan Servicing	$ 1,500.00	Tuition Payment
5/12/2025	20524	Aidvantage - Federal Student Aid Loan Servicing	$ 1,362.00	Tuition Payment
5/5/2025		Alliance Graphics Inc.	$ 849.99	Marketing Materials
5/13/2025		Ameriflex LLC	$ 298.80	FSA Administrative Fee
4/21/2025		Ameriflex LLC	$ (307.10)	FSA Administrative Fee
4/14/2025	20508	Ameriflex LLC	$ 307.10	FSA Administrative Fee
4/14/2025		Ameriflex LLC	$ 307.10	FSA Administrative Fee
5/19/2025		Anchor Counseling & Education Solutions	$ 24,078.33	SPED Service
4/14/2025		Anchor Counseling & Education Solutions	$ 21,664.08	SPED Service
5/19/2025	20535	AT&T CALNET	$ 781.83	Utility
4/21/2025	20509	AT&T CALNET	$ 898.91	Utility
5/27/2025		Bay Area Charters	$ 1,586.25	Transportation for Field Trip and Sport
5/19/2025		Bay Area Charters	$ 12,243.75	Transportation for Field Trip and Sport
5/12/2025		Bay Area Charters	$ 15,462.75	Transportation for Field Trip and Sport
4/21/2025		Bay Area Charters	$ 5,400.75	Transportation for Field Trip and Sport
4/7/2025		Bay Area Charters	$ 17,097.50	Transportation for Field Trip and Sport
5/19/2025	20536	Bay Area Conference	$ 4,365.00	Conference Fees
5/12/2025		Bay Area International Translation Services LLC	$ 840.00	Translation Services
4/1/2025		Bay Area International Translation Services LLC	$ 2,598.00	Translation Services
5/27/2025	20542	Bigbreak, LLC	$ 27,599.26	Student Food
4/21/2025	20510	Bigbreak, LLC	$ 29,951.22	Student Food
4/1/2025		Bravo, Yajaira	$ 510.00	Reimbursement
4/21/2025		BSNSports	$ 826.31	Sport Supplies
5/12/2025		California Choice Benefit Administrators	$ 138,673.45	Health Insurance
4/14/2025		California Choice Benefit Administrators	$ 160,496.55	Health Insurance
4/14/2025		California Choice Benefit Administrators	$ (160,496.55)	Health Insurance

Powered by BoardOnTrack

Making Waves Academy

Bill Payment List

April to May 2025

Date	Num	Vendor	Amount	Descriptions
4/7/2025		California Choice Benefit Administrators	$ 160,496.55	Health Insurance
4/1/2025		Charter Safe	$ 14,438.00	Liability and Worker Comp Insurance
4/29/2025		Chase	$ 52,116.35	Credit Card Payment
5/27/2025		Cintas	$ 156.84	Custodial Supplies
5/27/2025		Cintas	$ 3,239.72	Custodial Supplies
5/27/2025		Cintas	$ 389.69	Custodial Supplies
5/12/2025		Cintas	$ 224.49	Custodial Supplies
5/12/2025		Cintas	$ 247.26	Custodial Supplies
5/12/2025		Cintas	$ 4,713.24	Custodial Supplies
4/21/2025		Cintas	$ 276.77	Custodial Supplies
4/21/2025		Cintas	$ 871.52	Custodial Supplies
4/21/2025		Cintas	$ 3,170.70	Custodial Supplies
4/1/2025		Cintas	$ 5,285.16	Custodial Supplies
4/1/2025		Cintas	$ 395.88	Custodial Supplies
4/1/2025		Cintas	$ 156.84	Custodial Supplies
4/28/2025	20512	City of Benicia	$ 3,950.00	Contracted Services
4/14/2025		Clever Inc.	$ 4,186.25	Contracted Services
4/17/2025		Click & Pledge	$ 2.50	Contracted Services
4/14/2025		Coda Technology Group	$ 8,333.24	Contracted Services
5/12/2025		Colonial Life	$ 311.10	Health Insurance
4/21/2025		Colonial Life	$ 311.10	Health Insurance
5/5/2025		Concur Technologies, Inc.	$ 847.20	IT Contracted Services
4/1/2025	20506	Contra Costa Co Office of Ed	$ 7.32	Teacher Induction
5/5/2025		Cornerstone Educational Solutions	$ 16,283.68	Contracted Services
4/14/2025		Cornerstone Educational Solutions	$ 12,155.12	Contracted Services
5/27/2025		Cross Country Education	$ 2,407.20	SPED Service
5/19/2025		Cross Country Education	$ 1,140.00	SPED Service
5/12/2025		Cross Country Education	$ 739.80	SPED Service
5/5/2025		Cross Country Education	$ 3,414.60	SPED Service

Powered by BoardOnTrack

Making Waves Academy

Bill Payment List

April to May 2025

Date	Num	Vendor	Amount	Descriptions
4/14/2025		Cross Country Education	$ 2,652.59	SPED Service
4/7/2025		Cross Country Education	$ 11,542.91	SPED Service
5/12/2025		Cruz-Reiber, Jeannette	$ 800.00	Contracted Services
4/21/2025		Cruz-Reiber, Jeannette	$ 800.00	Contracted Services
4/21/2025		Cruz-Reiber, Jeannette	$ 800.00	Contracted Services
5/12/2025	20527	Department of Education - MOHELA	$ 1,500.00	Tuition Payment
5/5/2025		Dialink Corporation	$ 2,232.24	IT Contracted Services
4/7/2025		Dialink Corporation	$ 2,232.24	IT Contracted Services
5/5/2025		EBMUD	$ 1,142.26	Utility
5/5/2025		EBMUD	$ 1,142.26	Utility
5/5/2025		EBMUD	$ 304.50	Utility
5/5/2025		EBMUD	$ 205.44	Utility
5/5/2025		EBMUD	$ 397.90	Utility
5/5/2025		EBMUD	$ 451.24	Utility
5/5/2025		EBMUD	$ 403.56	Utility
5/5/2025		EBMUD	$ 1,142.26	Utility
5/5/2025		EBMUD	$ 350.22	Utility
5/5/2025		EBMUD	$ 1,142.26	Utility
5/5/2025		EBMUD	$ 720.16	Utility
5/5/2025		EBMUD	$ 274.02	Utility
5/5/2025		EBMUD	$ 3,809.70	Utility
5/5/2025		EBMUD	$ 395.94	Utility
5/5/2025		EBMUD	$ 496.96	Utility
5/5/2025		EBMUD	$ 588.40	Utility
5/5/2025		EBMUD	$ 1,556.14	Utility
4/21/2025		Ecolab Inc.	$ 2,707.60	Supplies
4/21/2025		Ecolab Inc.	$ 121.87	Supplies
4/7/2025		Edgility Consulting	$ 26,125.00	Contracted Services
5/19/2025	20537	EdTec Inc	$ 3,650.00	School Attendance Service

Powered by BoardOnTrack

Making Waves Academy

Bill Payment List

April to May 2025

Date	Num	Vendor	Amount	Descriptions
5/5/2025	20517	EdTec Inc	$ 6,453.50	School Attendance Service
4/14/2025		Educational Resource Consultants	$ 12,500.00	Contracted Services
5/5/2025		Equitable Talent Strategies	$ 8,165.00	Contracted Services
5/5/2025		Farooq, Hanifa	$ 3,010.00	Contracted Services
5/19/2025	20538	FedEx	$ 422.11	Supplies
4/28/2025		Fisher Athletic Equipment, Inc	$ 5,026.30	Supplies
5/5/2025		Full Moon Consulting LLC	$ 8,325.00	Contracted Services
4/7/2025		Full Moon Consulting LLC	$ 1,000.00	Contracted Services
5/27/2025		Global Office Inc	$ 922.68	Copier Lease
4/28/2025		Global Office Inc	$ 1,583.45	Copier Lease
4/1/2025		Global Office Inc	$ 3,744.85	Copier Lease
5/27/2025	20543	Gonzalez, Angelina	$ 11.49	Reimbursement
5/27/2025		Hanna Interpreting Services LLC	$ 15,075.84	Contracted Services
4/21/2025		Hanna Interpreting Services LLC	$ 13,067.10	Contracted Services
4/1/2025	20507	Hernandez Party Rentals	$ 550.00	Contracted Services
4/28/2025	20513	Howard, Leilah	$ 72.81	Reimbursement
5/5/2025		Instruction Partners	$ 16,107.40	Contracted Services
4/14/2025		Instruction Partners	$ 16,107.40	Contracted Services
5/5/2025		Iron Mountain	$ 542.08	Contracted Services
5/27/2025		Jostens	$ 388.08	Graduation Supplies
4/28/2025		Jostens	$ 2,563.28	Graduation Supplies
5/5/2025		Justifacts Credential Verification, Inc	$ 539.39	Background Check
4/28/2025		Justifacts Credential Verification, Inc	$ 1,037.44	Background Check
4/21/2025		Kronos	$ 5,843.43	Payroll system
4/1/2025		Kronos	$ 5,324.36	Payroll system
5/5/2025		Law Offices of Young, Minney & Corr, LLP	$ 8,945.50	Legal Fees
4/21/2025		Law Offices of Young, Minney & Corr, LLP	$ 11,625.14	Legal Fees
5/27/2025		Layered Education	$ 38,346.52	Contracted Services
5/5/2025		LBM, Business Services Inc.	$ 1,636.36	E-Rate

Powered by BoardOnTrack

Making Waves Academy

Bill Payment List

April to May 2025

Date	Num	Vendor	Amount	Descriptions
4/1/2025		LBM, Business Services Inc.	$ 1,636.36	E-Rate
5/5/2025		Lemon Battery	$ 7,500.00	Contracted Services
4/21/2025		Lemon Battery	$ 7,668.37	Contracted Services
4/7/2025		Lin, James B.	$ 750.00	Contracted Services
5/12/2025		Linde Group	$ 43,743.65	IT Support
4/14/2025		Linde Group	$ 35,331.25	IT Support
4/7/2025		Linde Group	$ 9,441.45	IT Support
5/27/2025	20544	Lopez, Maria	$ 222.85	Reimbursement
5/19/2025		Making Waves Education Foundation	$ 25,000.00	School Lease
5/5/2025		Making Waves Education Foundation	$ 161,073.00	School Lease
4/1/2025		Making Waves Education Foundation	$ 161,073.00	School Lease
5/5/2025		Marin Benefits Administrators	$ 350.00	Contracted Services
4/7/2025		Marin Benefits Administrators	$ 25.00	Contracted Services
4/7/2025		Marin Benefits Administrators	$ 350.00	Contracted Services
5/27/2025		MCDONALD HOPKINS LLC	$ 93.00	IT Contracted Services
5/5/2025		MCDONALD HOPKINS LLC	$ 804.00	IT Contracted Services
4/1/2025		MCDONALD HOPKINS LLC	$ 7,518.00	IT Contracted Services
4/28/2025		MealTime, a part of Harris School Solutions	$ 1,114.00	Contracted Services
5/27/2025	20547	Mid-County Officials Network	$ 2,005.00	Sport Game Fees
5/27/2025	20546	Mid-County Officials Network	$ 4,355.00	Sport Game Fees
5/27/2025	20545	Mid-County Officials Network	$ 3,879.00	Sport Game Fees
5/27/2025		Nelson Connects	$ 9,883.29	Staff Recruitment
5/12/2025		Nelson Connects	$ 3,271.78	Staff Recruitment
5/5/2025		Nelson Connects	$ 8,055.41	Staff Recruitment
4/21/2025		Nelson Connects	$ 9,722.67	Staff Recruitment
4/1/2025		Nelson Connects	$ 5,603.80	Staff Recruitment
5/12/2025	20528	North Coast Section CIF	$ 202.50	School Supplies
5/12/2025		Northwest 84th Consulting, LLC	$ 14,329.60	Contracted Services
4/21/2025		Northwest 84th Consulting, LLC	$ 17,317.30	Contracted Services

Powered by BoardOnTrack

Making Waves Academy

Bill Payment List

April to May 2025

Date	Num	Vendor	Amount	Descriptions
5/27/2025		Office Depot	$ 57.47	Office Supplies
5/27/2025		Office Depot	$ 487.33	Office Supplies
5/12/2025		Office Depot	$ 2,494.28	Office Supplies
5/5/2025		Office Depot	$ 1,442.20	Office Supplies
5/5/2025		Office Depot	$ 129.22	Office Supplies
4/21/2025		Office Depot	$ 2,333.32	Office Supplies
4/21/2025		Office Depot	$ 3,925.21	Office Supplies
4/1/2025		Office Depot	$ 345.88	Office Supplies
4/1/2025		Office Depot	$ 391.20	Office Supplies
4/1/2025		Office Depot	$ 2,510.85	Office Supplies
4/1/2025		Office Depot	$ 257.09	Office Supplies
5/27/2025		Okta Inc.	$ 15,480.56	IT Contracted Services
4/21/2025		Orkin Pest Control	$ (960.00)	Building Repairs/Maintenance
4/21/2025		Orkin Pest Control	$ 960.00	Building Repairs/Maintenance
5/5/2025		Pacheco's Cleaning Service	$ 53,500.00	Janitorial Services
4/1/2025		Pacheco's Cleaning Service	$ 53,500.00	Janitorial Services
4/28/2025		PandaDoc, Inc.	$ 9,199.20	IT Contracted Services
5/12/2025		PG & E - 0911653377-0	$ 3,207.87	Utility
4/1/2025		PG & E - 0911653377-0	$ 4,296.71	Utility
5/12/2025		PG & E - 1229161920-8	$ 10,350.49	Utility
4/1/2025		PG & E - 1229161920-8	$ 36,017.13	Utility
5/12/2025		PG & E - 2052957541-5	$ 2,955.91	Utility
4/1/2025		PG & E - 2052957541-5	$ 4,064.63	Utility
5/12/2025		PG & E - 2538827590-8	$ 12,606.45	Utility
4/1/2025		PG & E - 2538827590-8	$ 15,905.36	Utility
5/12/2025		PG & E - 5344744823-3	$ 2,536.41	Utility
4/1/2025		PG & E - 5344744823-3	$ 2,512.57	Utility
5/12/2025		PG & E - 6293019192-9	$ 8,898.69	Utility
4/1/2025		PG & E - 6293019192-9	$ 9,315.64	Utility

Powered by BoardOnTrack

Making Waves Academy

Bill Payment List

April to May 2025

Date	Num	Vendor	Amount	Descriptions
5/5/2025		PLIC - SBD GRAND ISLAND	$ 19,302.45	Health Insurance
4/1/2025		PLIC - SBD GRAND ISLAND	$ 19,467.47	Health Insurance
5/12/2025		PowerSchool Group LLC	$ 4,482.74	Student Information & Assessment
5/12/2025		Primo Brands	$ 974.57	Drinking Water Supplies
5/5/2025		Quadient Finance USA, Inc	$ 2,345.13	Postage
5/5/2025		Quest Media & Supplies, Inc	$ 8,175.35	IT Supplies
4/21/2025		Quest Media & Supplies, Inc	$ 1,996.86	IT Supplies
5/5/2025		Raptor Technologies, LLC	$ 1,289.00	IT Contracted Services
4/21/2025		ReadyRefresh by Nestle	$ 1,929.14	Drinking Water Supplies
5/12/2025		Republic Services #851	$ 5,531.32	Waste Management
4/7/2025		Republic Services #851	$ 5,759.12	Waste Management
5/5/2025		Rids Brother Company Inc	$ 8,906.50	SPED Transportation Service
4/7/2025		Rids Brother Company Inc	$ 8,445.50	SPED Transportation Service
5/5/2025	20518	Salazar, Elizabeth	$ 75.00	Reimbursement
5/27/2025		Scoot Education Inc	$ 15,368.00	Substitutes Fee
5/19/2025		Scoot Education Inc	$ 30,476.00	Substitutes Fee
5/5/2025		Scoot Education Inc	$ 14,464.00	Substitutes Fee
4/28/2025		Scoot Education Inc	$ 15,615.00	Substitutes Fee
4/21/2025		Scoot Education Inc	$ 1,376.00	Substitutes Fee
4/14/2025		Scoot Education Inc	$ 27,926.00	Substitutes Fee
4/1/2025		Scoot Education Inc	$ 16,272.00	Substitutes Fee
5/27/2025		Seneca Family of Agencies	$ 22,500.00	SPED Service
5/19/2025		Seneca Family of Agencies	$ 3,774.00	SPED Service
4/21/2025		Seneca Family of Agencies	$ 4,440.00	SPED Service
4/14/2025		Seneca Family of Agencies	$ 22,500.00	SPED Service
5/19/2025		Sexucation	$ 6,400.00	Contracted Services
5/27/2025	20548	Smith, Eliot	$ 800.00	Contracted Services
5/19/2025		Stericycle, Inc.	$ 79.15	Contracted Services
4/21/2025		Stericycle, Inc.	$ 79.15	Contracted Services

Powered by BoardOnTrack

Making Waves Academy

Bill Payment List

April to May 2025

Date	Num	Vendor	Amount	Descriptions
4/21/2025		Sterling	$ 18.50	Background Check
5/27/2025		Swing Education, Inc	$ 26,825.00	Substitutes Fee
5/19/2025		Swing Education, Inc	$ 19,575.00	Substitutes Fee
5/12/2025		Swing Education, Inc	$ 21,387.50	Substitutes Fee
5/5/2025		Swing Education, Inc	$ 18,487.50	Substitutes Fee
4/28/2025		Swing Education, Inc	$ 16,312.50	Substitutes Fee
4/14/2025		Swing Education, Inc	$ 27,550.00	Substitutes Fee
4/7/2025		Swing Education, Inc	$ 6,887.50	Substitutes Fee
4/1/2025		Swing Education, Inc	$ 22,112.50	Substitutes Fee
5/12/2025		Talkspace Provider Network, PA	$ 5,000.00	Psychologist
4/21/2025		Talkspace Provider Network, PA	$ 5,000.00	Psychologist
5/27/2025	20549	Tamayo-Toler, Susan	$ 2,942.67	Supplies
4/7/2025		The HR Manager LLC	$ 516.25	Contracted Services
5/27/2025		The Speech Pathology Group	$ 5,131.00	SPED Service
4/28/2025		The Speech Pathology Group	$ 4,226.00	SPED Service
4/7/2025		The Speech Pathology Group	$ 3,999.75	SPED Service
5/5/2025		T-Mobile	$ 1,661.33	Telephone
5/5/2025		T-Mobile	$ 2,499.75	Telephone
4/7/2025		T-Mobile	$ 2,538.11	Telephone
4/7/2025		T-Mobile	$ 1,620.00	Telephone
5/19/2025		Triton Sensors LLC	$ 10,794.00	Supplies
4/21/2025		UPS	$ 5.83	Fees for Returning Items
5/12/2025	20531	US Department Of Education	$ 1,500.00	Tuition Payment
5/12/2025	20530	US Department Of Education	$ 1,500.00	Tuition Payment
5/12/2025	20529	US Department Of Education	$ 1,500.00	Tuition Payment
5/5/2025		vChief	$ 13,800.00	Contracted Services
4/21/2025		vChief	$ 13,800.00	Contracted Services
4/7/2025		vChief	$ 2,200.00	Contracted Services
5/5/2025		Vision Service Plan	$ 1,450.56	Health Insurance

Powered by BoardOnTrack

Making Waves Academy

Bill Payment List

April to May 2025

Date	Num	Vendor	Amount	Descriptions
4/1/2025		Vision Service Plan	$ 1,531.86	Health Insurance
5/5/2025	20519	Walker Herbert, Nicholas	$ 150.00	Contracted Services
5/5/2025		Wells Fargo Vendor Financial Services, LLC	$ 5,799.19	Copier Lease
4/14/2025		Wells Fargo Vendor Financial Services, LLC	$ 2,058.91	Copier Lease
4/7/2025		Wells Fargo Vendor Financial Services, LLC	$ 3,740.28	Copier Lease
		April to May 2025	**$ 2,197,722.85**	
		April to May 2024	**$ 1,809,035.22**	

Coversheet

Arthur J. Gallagher (AJG) Insurance Package

Section: VI. Consent Action Items
Item: P. Arthur J. Gallagher (AJG) Insurance Package
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: 25-26 Renewal Invoice Summary.pdf

BACKGROUND:

Please note that the 2025-26 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.

RECOMMENDATION:

We recommend the board votes to approve for the MWA CEO, Alton Nelson, to renew the school's insurance package. The amount is not to exceed:

2024-2025 Renewal Invoice Summary

Making Waves Academy

Line	Policy #	Carrier	Premium	Carrier Fee	Wholesaler Fee	Surplus Lines Tax	Surplus Lines Fee	Total Gross Premium	Commission %	Commission Amount	Total Net Premium
Basic Student Accident		United States Fire Insurance Company	$ 1,500.00	$ -	$ -	$ -	$ -	$ 1,500.00	$0.00	$ 187.70	$ 1,312.30
CAT Student Accident		Mutual of Omaha Insurance Company	$ 2,000.00	$ -	$ -	$ -	$ -	$ 2,000.00	$0.00	$ 86.84	$ 1,913.16
Crime		Hanover Insurance Company	$ 4,501.00	$ -	$ -	$ -	$ -	$ 4,501.00	15.00	$ 675.15	$ 3,825.85
Cyber Liability		Underwriters at Lloyd's London	$ 11,450.00	$ 250.00	$ -	$ 351.00	$ 20.61	$ 12,071.61	0.00	$ -	$ 12,071.61
Deadly Weapon Liability		Lloyd's Syndicate 3624 Hiscox	$ 7,072.00	$ -	$ -	$ 212.16	$ 12.73	$ 7,296.89	20.00	$ 1,414.40	$ 5,882.49
Directors & Officers / ELL		Indian Harbor Insurance Company	$ 50,360.00	$ 245.00	$ -	$ 1,518.15	$ 91.09	$ 52,214.24	0.00	$ -	$ 52,214.24
Excess ELL $2M x $3M		RSUI Indemnity	$ 45,405.00	$ -	$ -	$ 1,362.15	$ 91.09	$ 46,858.24	0.00	$ -	$ 46,858.24
Excess SAM		Lloyd's Syndicate 3623 Beazley	$ 375,000.00	$ -	$ -	$ 11,250.00	$ 675.00	$ 386,925.00	0.00	$ -	$ 386,925.00
Fiduciary Liability		Travelers Casualty and Surety Co of America	$ 1,479.00	$ -	$ -	$ -	$ -	$ 1,479.00	12.50	$ 184.88	$ 1,294.13
Package - GL		NIAC	$ 142,918.00	$ -	$ -	$ -	$ -	$ 142,918.00	15.00	$ 21,437.70	$ 121,480.30
Package - Property		NIAC	$ 45,180.00	$ -	$ -	$ -	$ -	$ 45,180.00	10.00	$ 4,518.00	$ 40,662.00
Package - Umbrella		NIAC	$ 38,406.00	$ -	$ -	$ -	$ -	$ 38,406.00	15.00	$ 5,760.90	$ 32,645.10
Excess Liability		TBD	$ 30,000.00	TBD	TBD	TBD	TBD	$ 30,000.00			$ 30,000.00
Sports Liability		TBD	$ 25,000.00	TBD	TBD	TBD	TBD	$ 25,000.00	0.00	$ -	$ 25,000.00
Pollution Liability		TBD	$ 6,500.00	$ 300.00	$ 250.00	$ 186.90	$ 11.21	$ 7,248.11	10.00	$ 650.00	$ 6,598.11
							TOTAL	**$ 803,598.09**		**$ 34,915.57**	**$ 768,682.52**

TOTAL Return Commission	**$ 34,915.57**

Coversheet

Pacheco's Cleaning Service

Section: VI. Consent Action Items
Item: Q. Pacheco's Cleaning Service
Purpose: Vote
Submitted by:
Related Material: MWA-Pachecho_25-26.pdf

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into on July 1, 2025 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 2025-26 school year. This Agreement will become effective on July 1, 2025.
    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. Contractorshall 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 Janitorial Service LLC
2025 Dover Ave.
San Pablo, CA 94806
Pachecosjanitorialservice@yahoo.com
(510) 439-7023

If to MWA:

Making Waves Academy Attn: CFO
4123 Lakeside Drive
Richmond, CA 94806
wwei@mwacademy.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 Janitorial Service LLC
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, deep clean the restrooms, clean carpets, deep clean servery floors, clean refrigerators, clean vents from entire buildings, clean windows from inside, glass doors and adjacent windows (inside and outside), drains (scrubbed), locker tops, emergency stairs (swept), gum removal from floors, dust all light fixtures and cabinets.
   ii. Winter: Deep clean the restrooms, vents from entire buildings, clean windows from inside, spot clean carpets (mainly open areas and office areas), drains (scrubbed), locker tops, emergency stairs (swept), gum removal from floors, perform required cleaning touch ups, clean servery 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 5:30 p.m. to 10:30 p.m.

6. Cleaning Fees
   a. Rate per month: $54,500
   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		Frequency			
Item	Task	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)

		Frequency			
Item	Task	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

RESTROOM		Frequency			
Item	Task	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		Frequency			
Item	Task	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

Elevator

Item	Task	Frequency: Daily	Weekly	Monthly	As Needed
Floor	Dust Mop	X			
Floor	Damp mop	X			
Walls	Damp clean	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A Continued

CONFERENCE

Item	Task	Frequency			
		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 Daily	Weekly	Monthly	As Needed
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)
John Example	*07/23/2014*	*07/23/2018*	*MSTC 07/01/2018*

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

Updated A–G Completion Improvement Grant Budget

Section: VI. Consent Action Items
Item: R. Updated A–G Completion Improvement Grant Budget
Purpose: Vote
Submitted by:
Related Material:
A-G Completion Improvement Grant Program Plan for MWA 2025-2026 _ Jun 2025 Revisions.docx
.pdf

A-G Completion Improvement Grant Program (EC 41590)
Plan for Making Waves Academy

Learn. Graduate. Give Back.

Revised Plan | June 2025

Background
Making Waves Academy (MWA) has been awarded **$216,377** through the A–G Completion Improvement Grant Program (EC 41590). This funding is intended to increase the number of high school students, particularly unduplicated pupils, who graduate with A–G eligibility for admission to the California State University (CSU) and University of California (UC) systems. Funds must be spent by **June 30, 2026**, and all initiatives must meet the program's requirement to supplement, not supplant, existing services.

Compliance and Reporting

- **[Completed] Revision Plan Submission for SY24-25 (December 2024)**: A revised plan for the use of funds for the remainder of this school year will be presented for board discussion on December 18, 2024, ensuring community and stakeholder input.
- **Revision Plan Submission for SY25-26 (June 2025):** Another plan for the use of funds for school year 2025-26 will be presented for board discussion in the summer.
- **Final Outcomes (August 2026)**: A final report will be submitted detailing the impact of all funded initiatives.

Revised Plan

Primary Initiative: Purchase of APEX Online Learning Courses for SY24-25

- **Purpose**: To provide targeted support for students identified as needing A–G course completion or credit recovery opportunities due to teacher vacancies.
- **Action**: MWA plans to allocate approximately up to **$80,000** of the grant funds to purchase **APEX Online Learning Courses** at a cost of **$165 per student**.
- **Rationale**:
    - APEX courses offer a flexible and scalable solution for students to complete required A–G coursework (not for credit recovery purposes).
    - The platform supports self-paced learning, ensuring students who are behind in credits can catch up efficiently while maintaining high-quality instruction aligned with A–G standards.
- **Focus**: Priority will be given to unduplicated pupils (low-income, foster youth, and English learners) while ensuring access for all eligible students requiring A–G coursework.
- **June 2025 Update:** During SY24-25 MWA spent a total of $23,191.32 on this action.

Updated: 06/11/2025

Secondary Initiative: Identify Gaps and Enhance Current Offerings for SY25-26

- **Purpose**: To address gaps in services and ensure compliance with the "supplement, not supplant" requirement.
- **Action**:
    - Conduct a thorough analysis of current A–G course offerings, support systems, and student needs to identify gaps in access or services, likely related to:
        - Professional Development: Train teachers and counselors on strategies to improve A–G completion rates and provide better academic advising for at-risk students.
        - Academic Support: Develop and implement comprehensive advising plans, tutoring programs, and other pupil supports.
        - MWA plans to allocate approximately up to $60,000 of the grant funds to purchase APEX Online Learning Courses at a cost of $165 per student.
    - MWA hired an APEX Learning Coordinator who is responsible for coordinating APEX Learning, a digital curriculum. This person acts as a facilitator and point person to ensure both students and teachers have the support they need to succeed. They bridge the gap between the digital curriculum and the in-school experience. **Estimated cost is $87,000 for annual salary and benefits.**
    - Allocate the remaining **~$46,000**

Supplement, Not Supplant

- The purchase of APEX courses and the proposed secondary initiatives will **supplement** current services by addressing gaps in academic support and course availability. These efforts will not replace any existing programs or resources outlined in MWA's Local Control and Accountability Plan (LCAP).

<u>Next Steps</u>

1. **Finalize Gaps Analysis**: Collaborate with stakeholders to identify unmet needs and prioritize the use of remaining funds.
2. **Board Feedback and Approval**: Present the revised plan for discussion and approval during the June 16, 2025, board meeting.
3. **Implementation Timeline**:
    a. Initiate professional development and supplemental activities: August 2025
4. **Ongoing Monitoring**: Establish metrics to track progress and ensure effective use of funds.

This updated plan aligns with the goals of the A–G Completion Improvement Grant Program while addressing specific needs within MWA. We look forward to the board's feedback and guidance to refine and implement this strategy effectively.

Initial Plan 2022

Background
Making Waves Academy is projected to receive $473,276 pursuant to the A-G Completion Improvement Grant Program (EC 41590). The purpose of the grant is to help increase the number of high school students who graduate from high school with A-G eligibility. The funds will be available for use through the 2025-26 school year. Making Waves Academy seeks to use this funding to expand access to coursework to satisfy A-G course requirements by establishing new partnerships with post-secondary educational institutions through a dual enrollment program.

Recommendation
Community input is a required stipulation of the A-G Completion Improvement Grant Program. We recommend that the Board of Making Waves Academy discuss our plans for using grant funding during a public board meeting, scheduled on March 10, 2022.

What
Making Waves Academy is projected to receive $473,276 pursuant to the A-G Completion Improvement Grant Program (EC 41590). The purpose of the grant is to help increase the number of high school students who graduate from high school with A-G eligibility. The funds will be available for use through the 2025-26 school year.

So what?
Making Waves Academy seeks to use this funding to expand access to coursework to satisfy A-G course requirements by establishing new partnerships with post-secondary educational institutions through a dual enrollment program. A dual enrollment program at Making Waves Academy would provide students the opportunity to earn up to two years of college credits while completing high school diploma requirements. Through a College and Career Access Partnership (CCAP[1]) Agreement with a participating community college district, Making Waves Academy would be able to offer community college courses to participating high school students during the school day, while keeping enrollment closed to the general public (AB 288[2]).

Now what?
Community input is a required stipulation of the A-G Completion Improvement Grant Program. We recommend that the Board of Making Waves Academy discuss our plans for using grant funding during a public board meeting, scheduled on March 10, 2022.

[1] A College and Career Access Partnership (CCAP) Agreement is an agreement or contract between a community college and K12 school district that documents how the partners will provide college and career pathways to students for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education.

[2] Assembly Bill 288 (2015) authorizes the governing board of a community college district to enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness. The bill requires the partnership agreement to outline the terms of the partnership, as specified, and to establish protocols for information sharing, joint facilities use, and parental consent for high school pupils to enroll in community college courses.

Following material revisions that may originate from community and educational partner input, the A-G Completion Improvement Grant plan will then be adopted at a subsequent public board meeting, scheduled on May 5, 2022.

Supplemental Information

Table 1. Proposed distribution of funding for the A-G Completion Improvement Grant.

To launch a dual enrollment program at Making Waves Academy, grant funding will be used toward a certificated pupil support administrator salary, health and welfare benefits and insurance, instructional materials, and conferences and professional development.

	2022-23	2023-24	2024-25	2025-26	2026-27
Estimated Grant Totals	*25% of grant* **$118,319**	*25% of grant* **$118,319**	*25% of grant* **$118,319**	*25% of grant* **$118,319**	*New revenue needed* **$0**

Table 2. Description of use of funds.
A grant recipient shall develop a plan on or before April 1, 2022, describing how the funds received under this section will increase or improve services for unduplicated pupils to improve A–G eligibility, including information about the number of pupils identified for opportunities to retake courses pursuant to paragraph (2) of subdivision (e).
Making Waves Academy developed its plan for the A-G Completion Improvement Grant Program on February 17, 2022. Making Waves Academy seeks to use this funding to expand access to coursework to satisfy A-G course requirements by establishing new partnerships with post-secondary educational institutions through a dual enrollment program. A dual enrollment program at Making Waves Academy would provide students the opportunity to earn up to two years of college credits while completing high school diploma requirements. Through a College and Career Access Partnership (CCAP) Agreement with a participating community college district, Making Waves Academy would be able to offer community college courses to participating high school students during the school day, while keeping enrollment closed to the general public (AB 288). All students will have the option to enroll in courses offered through the dual enrollment program, including 176 students currently identified as needing to retake courses.

Table 3. Supplement, not supplant.

The plan shall include information regarding how the plan and described services supplement, and do not supplant, those services identified in the school district's local control and accountability plan required pursuant to Section 52060, the county superintendent of schools' local control and accountability plan required pursuant to Section 52066, or the charter school's local control and accountability plan required pursuant to Section 47605 or 47605.6 and Section 47606.5, and the local educational agency's learning recovery program plan adopted pursuant to Section 43522.
Making Waves Academy does not currently offer a dual enrollment program, therefore use of this grant to develop such an opportunity would supplement, not supplant, our current services.

Table 4. Nondiscrimination policy.
The plan shall also include a description of the extent to which all pupils within the local educational agency, particularly unduplicated pupils, will have access to A–G courses approved by the University of California.
All students at Making Waves Academy may participate in our dual enrollment program, which, pursuant to Education Code Section 41590, is designed to help increase the number of high school students who graduate from high school with A-G eligibility. In accordance with our institutional goals, the dual enrollment program at Making Waves Academy remains committed to using funding from the A-G Completion Improvement Grant to expand access to coursework to satisfy A-G course requirements by establishing new partnerships with post-secondary educational institutions. Our dual enrollment program is compliant with our school nondiscrimination policy. MWA does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, citizenship, immigration status, religion, religious affiliation, sexual orientation, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code. MWA adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA"). MWA is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). MWA also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race or ethnicity, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. MWA does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which

MWA does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. MWA will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. The lack of English language skills will not be a barrier to admission or participation in MWA's programs or activities. MWA prohibits retaliation against anyone who files a complaint or who participates in a complaint investigation.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report any act of such misconduct to the Coordinator: Dean of Students, 4123 Lakeside Drive Richmond, CA 94806 Ph. (510) 262-1511. Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

Table 5. Community input.
In order to ensure community and stakeholder input, the plan shall be discussed at a regularly scheduled meeting by the governing board of the school district, county board of education, or governing body of the charter school and adopted at a subsequent regularly scheduled meeting.
Making Waves Academy will present its A-G Completion Improvement Grant plan for discussion during a public board meeting, scheduled on March 10, 2022. Following material revisions that may originate from community and educational partner input, the A-G Completion Improvement Grant plan will then be adopted at a subsequent public board meeting, scheduled on May 5, 2022.

Table 6. Mid-cycle report.
A grant recipient shall report to the Superintendent on or before December 31, 2023, on how they are measuring the impact of the funds received under this section on their A–G completion rate, as identified within their plan, and the outcomes based on those measurements.
Making Waves Academy plans to prepare a mid-cycle report on the A-G completion rate, as identified within our plan, and the outcomes based on those measurements.

Table 7. Report to legislature.
The department shall compile the information reported pursuant to this subdivision and submit a report to the appropriate policy and fiscal committees of the Legislature on or before April 30, 2024, and shall update the state board on the contents of that report at a regularly scheduled meeting of the state board.
Not applicable to Making Waves Academy.

Table 8. Final report.
A grant recipient shall report to the Superintendent on or before August 31, 2026, on final outcomes that measure the impact of the funds received under this section on their A–G completion rate.
Making Waves Academy plans to prepare a report on the final outcomes related to our A-G completion rate.

Table 9. Dual enrollment courses offered by Contra Costa College through neighboring high schools.

A dual enrollment program at Making Waves Academy would offer a variety of courses that would appeal to a wide range of students.

Date	Course	Secondary Course	High School	Type
Fall 2019	CIS 166A	Basic Web Page Development	De Anza HS	Articulated
Fall 2019	MEDIC 150	Medical Terminology	De Anza HS	Dual Enrollment
Fall 2019	ENGL 1A	Composition and Reading	Mare Island Tech	Dual Enrollment
Spring 2020	COUNS 120	Managing College Success	Aspire Academy	
Spring 2020	ADJUS 135	Law and Democracy	De Anza HS	Dual Enrollment
Spring 2020	CIS 166B	Advanced Webpage Development	De Anza HS	Dual Enrollment
Spring 2020	MEDIC 206	EHRs and Computer Applications	De Anza HS	Dual Enrollment
Spring 2020	CIS 166A	Basic Web Page Development	El Cerrito HS	Dual Enrollment
Spring 2020	CIS 166B	Advanced Webpage Development	El Cerrito HS	Dual Enrollment
Spring 2020	Coun 140	Job Strategies	Greenwood	Dual Enrollment
Spring 2020	BOT 210A	Keyboard Skills through Word Processing	Kennedy HS	Dual Enrollment
Spring 2020	CIS 166A	Basic Web Page Development	Kennedy HS	Articulated
Spring 2020	CIS 166B	Advanced Webpage Development	Kennedy HS	Articulated
Spring 2020	CIS 190B	Windows Fundamentals	Kennedy HS	Dual Enrollment
Spring 2020	ENGL 1C	Critical Thinking and Advanced Composition	Mare Island Tech	Dual Enrollment

Spring 2020	ENGIN 112	Introduction to Engineering	Pinole Valley HS	Articulated
Spring 2021	ADJUS 135	Law and Democracy	Richmond HS	Dual Enrollment
Spring 2022	ENGIN 112	Introduction to Engineering	Richmond HS	Articulated
Summer 2019	MATH 164	Introduction to Probability and Statistics	Mare Island Tech	
Summer 2019	SPCH 120	Public Speaking	Mare Island Tech	

Education Code 41590

(a) For the 2021–22 fiscal year, the sum of five hundred forty-seven million five hundred thirteen thousand dollars ($547,513,000) is hereby appropriated from the General Fund to the Superintendent for allocation for the A–G Completion Improvement Grant Program in the manner and for the purpose set forth in this section.

(b) The A–G Completion Improvement Grant Program is hereby established for the purpose of providing additional supports to local educational agencies to help increase the number of California high school pupils, particularly unduplicated pupils, who graduate from high school with A–G eligibility.

(c) (1) (A) For the 2021–22 fiscal year, the Superintendent shall allocate three hundred million dollars ($300,000,000) of the sum appropriated pursuant to subdivision (a), in an equal amount for every unduplicated pupil enrolled in grades 9 to 12, inclusive, as reported in the California Longitudinal Pupil Achievement Data System for the 2020–21 fiscal year Fall 1 Submission to each local educational agency that is identified by the department pursuant to subdivision (h) as having an overall A–G completion rate of less than 67 percent. A local educational agency that is otherwise eligible and is receiving concentration grant funding as of the second principal apportionment certification for the 2020–21 fiscal year shall receive a total allocation under this paragraph of not less than seventy-five thousand dollars ($75,000). These funds are available for expenditure or encumbrance through the 2025–26 fiscal year.

(B) The allocation under this paragraph shall be known as an A–G Access Grant.

(2) (A) For the 2021–22 fiscal year, the Superintendent shall allocate one hundred million dollars ($100,000,000) of the sum appropriated pursuant to subdivision (a), in an equal amount for every unduplicated pupil enrolled in grades 9 to 12, inclusive, as reported in the California Longitudinal Pupil Achievement Data System for the 2020–21 fiscal year Fall 1 Submission to each local educational agency that is identified by the department pursuant to subdivision (h) as having an overall A–G completion rate of 67 percent or higher. A local educational agency that is otherwise eligible and is receiving concentration grant funding as of the second principal apportionment certification for the 2020–21 fiscal year shall receive a total allocation under this paragraph of not less than seventy-five thousand dollars ($75,000). These funds are available for expenditure or encumbrance through the 2025–26 fiscal year.

(B) The allocation under this paragraph shall be known as an A–G Success Grant.

(d) (1) A–G Access Grants and A–G Success Grants shall be used for activities that directly support pupil access to, and successful completion of, the A–G course requirements. Eligible activities may include, but are not limited to, any of the following:

(A) Providing teachers, administrators, and counselors with professional development opportunities to improve the local educational agency’s A–G completion rate.

(B) Developing comprehensive advising plans and pupil supports, including tutoring programs, to improve the local educational agency’s A–G completion rate.

(C) Expanding access to coursework or other opportunities to satisfy A–G course requirements to all pupils, including, but not necessarily limited to, unduplicated pupils. These opportunities may include, but shall not be limited to, course development, course review, incorporating A–G course requirements into the local educational agency's graduation requirements, and new or expanded partnerships with other secondary or postsecondary educational institutions.

(D) Advanced Placement and International Baccalaureate fees for unduplicated pupils.

(2) The Legislature encourages local educational agencies to direct A–G Success Grant funds towards pupils in danger of not achieving a grade of "C" or better in A–G courses.

(e) (1) (A) For the 2021–22 fiscal year, the Superintendent shall allocate one hundred forty-seven million five hundred thirteen thousand dollars ($147,513,000) of the sum appropriated pursuant to subdivision (a), in an equal amount for every unduplicated pupil enrolled in grades 9 to 12, inclusive, as reported in the California Longitudinal Pupil Achievement Data System for the 2020–21 fiscal year Fall 1 Submission to each local educational agency. A local educational agency that is otherwise eligible and is receiving concentration grant funding as of the second principal apportionment certification for the 2020–21 fiscal year shall receive a total allocation under this paragraph of not less than seventy-five thousand dollars ($75,000). These funds are available for expenditure or encumbrance through the 2025–26 fiscal year.

(B) The allocation under this subdivision shall be known as an A–G Learning Loss Mitigation Grant.

(2) (A) (i) A–G Learning Loss Mitigation Grants shall be used to allow pupils who receive a grade of "D," "F," or "Fail" in an A–G approved course in the spring semester of 2020 or the 2020–21 school year to retake those A–G courses.

(ii) The method of offering pupils the opportunity to retake courses provided in clause (i) shall be determined by the local educational agency.

(B) If sufficient funds are available after implementing subparagraph (A), a local educational agency may also use grant funds to offer credit recovery opportunities to all pupils to ensure pupils are able to graduate high school on time.

(f) A grant recipient shall develop a plan on or before April 1, 2022, describing how the funds received under this section will increase or improve services for unduplicated pupils to improve A–G eligibility, including information about the number of pupils identified for opportunities to retake courses pursuant to paragraph (2) of subdivision (e). The plan shall include information regarding how the plan and described services supplement, and do not supplant, those services identified in the school district's local control and accountability plan required pursuant to Section 52060, the county superintendent of schools' local control and accountability plan required pursuant to Section 52066, or the charter school's local control and accountability plan required pursuant to Section 47605 or 47605.6 and Section 47606.5, and the local educational agency's learning recovery program plan adopted pursuant to Section 43522. The plan shall also include a description of the extent to which all pupils within the local educational agency, particularly unduplicated pupils, will have access to A–G courses approved by the University of California. In order to ensure community and stakeholder input, the plan shall be discussed at a regularly scheduled meeting by the governing board of the school

district, county board of education, or governing body of the charter school and adopted at a subsequent regularly scheduled meeting.

(g) A grant recipient shall report to the Superintendent on or before December 31, 2023, on how they are measuring the impact of the funds received under this section on their A–G completion rate, as identified within their plan, and the outcomes based on those measurements. The department shall compile the information reported pursuant to this subdivision and submit a report to the appropriate policy and fiscal committees of the Legislature on or before April 30, 2024, and shall update the state board on the contents of that report at a regularly scheduled meeting of the state board. A grant recipient shall report to the Superintendent on or before August 31, 2026, on final outcomes that measure the impact of the funds received under this section on their A–G completion rate.

(h) The Superintendent shall annually post on the department's internet website in an easily accessible location a list of each local educational agency's and each individual high school's A–G completion rate.

(i) For purposes of this section, the following definitions apply:

(1) "A–G completion rate" means the percentage of pupils who have satisfied the A–G subject matter requirements for admission to the California State University and the University of California with a grade of "C" or better in each of the required courses upon graduation for the prior year.

(2) "A–G course" means a course that may be used to satisfy the A–G subject matter requirements for admission to the California State University and the University of California.

(3) "A–G eligibility" means the pupil has satisfied the A–G subject matter requirements for admission to the California State University and the University of California with a grade of "C" or better in each of the required courses.

(4) "Local educational agency" means a school district, county office of education, or charter school.

(5) "Unduplicated pupil" has the same meaning as in Sections 42238.01 and 42238.02.

(j) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (a) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

(Amended by Stats. 2021, Ch. 252, Sec. 10. (AB 167) Effective September 23, 2021.)

Coversheet

Minutes: May Board Meeting

Section: VI. Consent Action Items
Item: S. Minutes: May Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for May Board Meeting on May 5, 2025

APPROVED

Making Waves Academy

Minutes

May Board Meeting

Date and Time
Monday May 5, 2025 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?pwd=SVFZNGlTbVVHb1NFYUd2WWNTaW8wQT09
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)
+1 253 205 0468 US
+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/u/keaPhEAWej

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://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:b0d63deb-2b65-4e64-9482-9d332a156108
- HAGA CLIC AQUI para acceder el reporte escolar/CLICK HERE to access the school board report in Spanish: https://bit.ly/4eLd72o

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:
Bryann Fitzpatrick at bfitzpatrick@mwacademy.org or (510) 994-6486.

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 bfitzpatrick@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 publico 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 bfitzpatrick@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:

Bryann Fitzpatrick at bfitzpatrick@mwacademy.org or (510) 994-6486.
Please note that all agenda times are estimates.
Tenga en cuenta que todos los horarios de la agenda son estimaciones.

Directors Present
Alicia Malet Klein, Amy Obinyan, Enrique Romero, Janis Glover (remote), Margaret Watson

Directors Absent
Esther Hugo, Jessica Laughlin

Guests Present
Bryann Fitzpatrick

I. Opening Items

A. Call the Meeting to Order

Alicia Malet Klein called a meeting of the board of directors of Making Waves Academy to order on Monday May 5, 2025 at 4:04 PM.

B. Record Attendance

C. Remarks by Board President

The Board President highlighted the meeting's focus on math progress and commended the quality of the LCAP draft. She acknowledged upcoming board and leadership transitions, including the addition of the first student board member.

D. Public Comment

No public comment was made.

II. Standing Reports

A. Mission Connection: Students on Math

A video was shown where students and teachers spoke on their experiences in math classes this year. The board commended the students in the video for being vulnerable and exhibiting a growth mindset.

B. ASB Update

ASB hosted a successful Spirit Week, pep rally, sports award assembly, and May Fair fundraiser, raising over $5,000 across clubs and increasing student engagement. While participation has improved, ASB is working to better support members with academic challenges and plans upcoming activities like tie-dye day and self-care goodie bags to ease finals stress. Board asked questions about the off-site event and how good it was for the community to interact with Wave-Makers, as well as for current students to meet Wave-Makers for previous years.

C. Deep Dive: Math Progress

Interim assessments show much progress in math. Drivers are the math instructional coach , who works with both division, the upper school math team's strong content knowledge, and the second-year partnership with Instruction Partners, which focuses on PLCs. While pacing issues persist with the new Carnegie curriculum, the team is adapting to enhance student independence and rigor. Board praised the focus and improvement and asked questions about alignment between MS and US, especially given they use different curriculum.

D. Q&A on Written School Report

The discussion focused on the distinction between rigorous and engaging curriculum, emphasizing student ownership as a key marker of engagement. There were also inquiries about the "Get Focused Stay Focused" pilot for college and career learning; teacher perspectives on evaluations, PLCs, and TNTP; and tracking boot camp impact. Regarding student support services, the deans' proactive restorative conversations and the social worker's efforts with fifth and sixth graders' mental health were praised.

E. Q&A on Chief Executive Officer Report (CEO)

Board asked questions about the recent AI conference attended by the CEO and CTO, learning that AI integration is focused on improving student learning outcomes and streamlining administrative tasks; the extent to which teachers are currently using AI and MWA plans to develop strategies to use AI for teaching, learning and data analysis.

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

Hiring has been robust and decreased late resignations signaling a stronger faculty culture, so we should be in a better position next year. Board asked questions about strategies for recruitment for high-level positions; specialized job boards and targeted recruiting are being utilized.

G. Q&A on Written Finance Report

The Finance Advisory Committee reviewed the FY26 budget draft two weeks ago and was pleased with the compensation analysis.

H. Break

III. Non-Action Items

A. Board Work and Advisory Committee Updates

No updates at this time. CIRAC/WASC update to happen in June.

B. EdCoad Local Assignment Options List for 2025-2026

The local assignment options list goes through teachers' credentialing information for all positions.

C. CTC Declaration of Need

The declaration of need of where we have emergency documents and and permits for teachers who are not yet certificated.

IV. Action Items

A. LCAP Public Hearing

The LCAP public hearing discussion focused on reviewing the effectiveness of various actions, with feedback and suggestions for addressing challenges, such as inconsistent cross-department collaboration and ensuring clear data tracking. While the results for parent engagement and perception of safety were notably high, the board indicated it would like to see actions related to the mid-range student survey results on the topics of feeling safe and connected. Key additional improvements included progress in student outcomes and professional development. The board asked that at a global level, the LCAP include what will be done to address identified challenges.

B.

Bylaw Revision

Margaret Watson made a motion to approve bylaw to include new student board member.
Enrique Romero seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. Instruction Partners Service Agreement for 2025-26

Margaret Watson made a motion to approve the instruction partner service agreement for next year.
Enrique Romero seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Making Waves Education Foundation 2025-26 School Lease Agreement

Margaret Watson made a motion to approve the lease agreement.
Amy Obinyan seconded the motion.
Alicia Malet Klein abstained since she is also a member of the MWEF board.
The board **VOTED** to approve the motion.

Roll Call

Amy Obinyan	Aye
Enrique Romero	Aye
Janis Glover	Aye
Esther Hugo	Absent
Jessica Laughlin	Absent
Alicia Malet Klein	Abstain
Margaret Watson	Aye

E. Board of Directors / Resignation

Enrique Romero made a motion to accept the resignation of Jessica Wind Laughlin.
Amy Obinyan seconded the motion.
Jess's resignation letter expressed appreciation for her time serving MWA and its students and families.
The board **VOTED** unanimously to approve the motion.

F. Board of Directors/ Change

Alicia Malet Klein made a motion to nominate Amy Obinyan for a full three year term.
Margaret Watson seconded the motion.
Amy would have needed to resign because her youngest son is graduating, but has been an effective member of the board with insightful perspectives and a demonstrated desire to serve.
The board **VOTED** to approve the motion.

Roll Call

Jessica Laughlin	Absent

Roll Call	
Janis Glover	Aye
Alicia Malet Klein	Aye
Amy Obinyan	Abstain
Enrique Romero	Aye
Margaret Watson	Aye
Esther Hugo	Absent

G. Board of Directors / Addition

Alicia Malet Klein made a motion to nominating Felicia Selva as our new parent board member.
Enrique Romero seconded the motion.
Felicia Selva is a parent of two middle school students and has been an active parent at Making Waves Academy since she joined. She's part of the 5C group and has leaned into working on behalf of all students, not just her own , a good mark of a parent board member. She brings education knowledge from her early career as an early childhood and special education teacher, before pivoting to HR and her current position as a business analyst at Kaiser.

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

H. Board of Directors / Addition

Alicia Malet Klein made a motion to nominate Valeria Serrano for the position of the inaugural student board member.
Enrique Romero seconded the motion.
Valeria spoke forcefully about the value of her experiences at MWA at the CCCOE Charter Renewal Hearing. She engages in the greater Richmond area. Her peers and teachers recognize her as someone who consistently helps others, follows through, and always desires feedback, and does so while demonstrating great respect and humility. She is a National Honor Society member with a 3.9 GPA. She's a cheerleader. She's a member of the Brain and Psychology Club and the Pre Law Club and the Richmond Youth Council.
The board **VOTED** unanimously to approve the motion.

V. Consent Action Items

A. Student-Parent/Guardian Handbook

Janis Glover made a motion to accept all consent action items.
Margaret Watson seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Ratify Purchase Approval for Student Chromebooks

Janis Glover made a motion to accept all consent action items.

Margaret Watson seconded the motion.
The board **VOTED** unanimously to approve the motion.

C. SolarWinds Service Desk Renewal

Janis Glover made a motion to accept all consent action items.
Margaret Watson seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. Form 990 and 199 Tax Returns

Janis Glover made a motion to accept all consent action items.
Margaret Watson seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. Vendor Invoices for Feb. 1 to Mar. 31, 2025

Janis Glover made a motion to accept all consent action items.
Margaret Watson seconded the motion.
The board **VOTED** unanimously to approve the motion.

F. Approve Minutes: March Board Meeting

Janis Glover made a motion to approve the minutes from March Board Meeting on 03-10-25.
Margaret Watson seconded the motion.
The board **VOTED** unanimously to approve the motion.

G. Accept Minutes from Spring CIRAC/WASC

Janis Glover made a motion to approve the minutes from Spring CIRAC & WASC Meeting on 04-18-25.
Margaret Watson seconded the motion.
The board **VOTED** unanimously to approve the motion.

H. Accept Minutes from Finance Advisory Committee

Janis Glover made a motion to approve the minutes from Finance Advisory Committee Meeting on 04-23-25.
Margaret Watson seconded the motion.
The board **VOTED** unanimously to approve the motion.

I. MWA Designation of CIF Representatives to League

Janis Glover made a motion to accept all consent action items.
Margaret Watson seconded the motion.
The board **VOTED** unanimously to approve the motion.

VI. Discussion Items

A. Appreciations by the Board of Directors

Appreciation for all faculty and staff during the appreciation week.

B. Schedule of Remaining Board of Directors Meetings for 2024-25

- June 16, 2025 @ 11am

VII. Closed Session

A. Public Employee Discipline/Dismissal/Release

No action taken.

VIII. 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 7:44 PM.

Respectfully Submitted,
Alicia Malet Klein

Documents used during the meeting

- FINAL - Math May Mission Connect Video.mp4
- _ASB Board Report (1).pdf
- Spring 2025 Math Deep Dive.pdf
- May_School Board Report_2024-25 (1).pdf
- MWA CEO Report to the MWA Board_MAY 2025_ABN.docx (1) (1).pdf
- May 2025_COO Board Report.pdf
- 01 MWA March Financials-04.18.25 (3).pdf
- EdCode Local Assignment Projections 2025-26.docx (1).pdf
- CTC Declaration of Need CL500 2025-2026 rev. 4.28.25.pdf
- LCAP_Annual Update_Board_Report_5_5_25.docx (1).pdf
- LCAP Public Hearing Spring 2025 - Slides.pdf
- 2025_Local_Control_and_Accountability_Plan_Making_Waves_Academy_20250430 (4).pdf
- Bylaws Redline (4933-8192-3616.v1).docx

- SY2526_Making Waves Academy_CSR Partner Services Agreement_Rev.04172025 (5) (1).pdf
- Copy of MWA_IP SY 25-26 Proposal (1).pdf
- Making Waves Foundation School Rental Agreement FY2026.docx.pdf
- Student handbook 2025-26 Final.pdf
- PJPL509 (3).pdf
- Making Waves - Quote, SSA.pdf
- Making Waves Academy FY24 Revised 990 Draft 4.16.25 (1).pdf
- Bill Payment List - Feb-Mar 2025.pdf
- Making Waves Academy 2025-26 Designation of CIF Rep to League.pdf
- 2025_05_05_board_meeting_agenda-Spanish.pdf
- May_School Board Report_2024-25-Spanish.pdf

Coversheet

Minutes: May Special Board Meeting

Section: VI. Consent Action Items
Item: T. Minutes: May Special Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Board Meeting on May 14, 2025

APPROVED

Making Waves Academy

Minutes

Special Board Meeting

Date and Time
Wednesday May 14, 2025 at 4:00 PM

Location
In-person at:

Building Upper School 1, US1-108
Making Waves Academy
4123 Lakeside Dr., Richmond, CA 94806

And streaming on zoom:

https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGlTbVVHb1NFYUd2WWNTaW8wQT09
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)
+1 253 205 0468 US
+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/u/keaPhEAWej

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

Public Comment

- **For special board meetings, the public may address the Board only concerning the items on the agenda.**
- Under Public Comment, members of the public may
  - ***May address the Board only concerning the items on the agenda***
  - ***Presentations are limited to two minutes each***, or a total of ten minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- 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

- ***Para las reuniones especiales de la junta directiva, el público puede dirigirse a la mesa directiva solo en relación con los puntos de la agenda.***
- *Bajo comentario público, los miembros del público pueden:*
  - ***Dirigirse a la mesa directiva solo en relación con los puntos de la agenda.***

- ***Las presentaciones están limitadas a dos minutos cada una**, o un total de diez minutos para todos los oradores, o se puede acortar el límite de dos minutos.*

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

Elizabeth Martinez, emartinez@mwacademy.org, 510-227-9856.

Directors Present
Alicia Malet Klein, Amy Obinyan, Enrique Romero, Margaret Watson (remote)

Directors Absent
Esther Hugo, Janis Glover

Guests Present
Alton B. Nelson Jr., Bryann Fitzpatrick, Elizabeth Martinez, Estephanie Fuentes

---

I. Opening Items

A. Call the Meeting to Order

Alicia Malet Klein called a meeting of the board of directors of Making Waves Academy to order on Wednesday May 14, 2025 at 4:06 PM.

B. Record Attendance and Guests

C. Public Comment

No public comment was made.

D. Closed Session

Motion to Expel student in Potential Expulsion Case No.2025001.

The board decided not to expel the student in a 3-1 vote.
The motion did not carry.

Roll Call	
Amy Obinyan	No
Margaret Watson	No
Esther Hugo	Absent
Janis Glover	Absent
Enrique Romero	No
Alicia Malet Klein	Aye

II. Closing Items

A. Schedule of Board of Directors Meetings

- June 16, 2025 @ 11am

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 6:30 PM.

Respectfully Submitted,
Alicia Malet Klein

Coversheet

Minutes: June Special Board Meeting

Section: VI. Consent Action Items
Item: U. Minutes: June Special Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Special Board Meeting on June 2, 2025

APPROVED

Making Waves Academy

Minutes

Special Board Meeting

Date and Time
Monday June 2, 2025 at 4:00 PM

Location
In-person at:

Building Upper School 1, US1-108
Making Waves Academy
4123 Lakeside Dr., Richmond, CA 94806

And streaming on zoom:

https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGlTbVVHb1NFYUd2WWNTaW8wQT09
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)
+1 253 205 0468 US
+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/u/keaPhEAWej

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

Public Comment

- **For special board meetings, the public may address the Board only concerning the items on the agenda.**
- Under Public Comment, members of the public may
  - ***May address the Board only concerning the items on the agenda***
  - ***Presentations are limited to two minutes each***, or a total of ten minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- 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

- ***Para las reuniones especiales de la junta directiva, el público puede dirigirse a la mesa directiva solo en relación con los puntos de la agenda.***
- *Bajo comentario público, los miembros del público pueden:*
  - ***Dirigirse a la mesa directiva solo en relación con los puntos de la agenda.***

- ***Las presentaciones están limitadas a dos minutos cada una**, o un total de diez minutos para todos los oradores, o se puede acortar el límite de dos minutos.*

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

Elizabeth Martinez, emartinez@mwacademy.org, 510-227-9856.

Directors Present
Alicia Malet Klein (remote), Amy Obinyan, Enrique Romero, Esther Hugo (remote), Margaret Watson (remote)

Directors Absent
Janis Glover

Guests Present
Alton B. Nelson Jr., Bryann Fitzpatrick, Elizabeth Martinez, Estephanie Fuentes

---

I. Opening Items

A. Call the Meeting to Order

Alicia Malet Klein called a meeting of the board of directors of Making Waves Academy to order on Monday Jun 2, 2025 at 4:06 PM.

B. Record Attendance and Guests

C. Public Comment

No public Comment.

D. Closed Session

Motion to Expel student in Potential Expulsion Case No.2025002.
The board **VOTED** unanimously to approve the motion.

II. Closing Items

A. Schedule of Board of Directors Meetings

- June 16 @ 11am

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:06 PM.

Respectfully Submitted,
Alicia Malet Klein

Coversheet

Minutes: Finance Advisory Committee

Section: VI. Consent Action Items
Item: V. Minutes: Finance Advisory Committee
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Finance Advisory Committee Meeting on June 4, 2025

APPROVED

Making Waves Academy

Minutes

Finance Advisory Committee Meeting

Date and Time
Wednesday June 4, 2025 at 10:00 AM

Location
Please click the link below to join the webinar:
https://mwacademy.zoom.us/j/82344244988?pwd=NXJQc0IvNDhZVjlEaGVaOEZBaDg1QT09
Passcode: 933369
Or One tap mobile :
US: +16694449171,,82344244988#,,,,*933369# or +16699006833,,82344244988#,,,,*933369#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 669 444 9171 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 646 931 3860 or +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799 or +1 386 347 5053 or +1 564 217 2000
Webinar ID: 823 4424 4988
Passcode: 933369
International numbers available: https://mwacademy.zoom.us/u/kIOKXnpaN

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:
Bryann Fitzpatrick at bfitzpatrick@mwacademy.org or (510) 994-6486.

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 for Special Committee Meetings, members of the public may
  - The public may address the Board regarding any item that has been described in the notice for this meeting.
  - ***Presentations are limited to two minutes each***, or a total of ten minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- ***While meetings are held virtually, speakers may submit a request to speak before 9:00 AM on the day of the meeting or use the raise hand function during the public comment sections of the meeting.***
  - ***If you would like to send your request to speak prior to the meeting, please email your request to bfitzpatrick@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:*
  - El público puede dirigirse a la Junta con respecto a cualquier tema que se haya descrito en el aviso para esta reunión.
  - ***Las presentaciones están limitadas a dos minutos cada una****, o un total de diez minutos para todos los oradores, o se puede acortar el límite de dos minutos.*

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

- ***Mientras las reuniones se llevan a cabo virtualmente, los miembros del publico 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 bfitzpatrick@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:

Bryann Fitzpatrick at bfitzpatrick@mwacademy.org or (510) 994-6486**.**

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

Committee Members Present
Alicia Malet Klein (remote), Ken Blum (remote), Lori Crawford (remote), Sid Landman (remote)

Committee Members Absent
Steve Blass

Guests Present
Alton B. Nelson Jr. (remote), Bryann Fitzpatrick (remote), Elizabeth Martinez (remote), Lawrence Lee (remote)

I. Opening Items

A.

Record Attendance

B. Call the Meeting to Order

Alicia Malet Klein called a meeting of the Finance Committee of Making Waves Academy to order on Wednesday Jun 4, 2025 at 10:06 AM.

C. Public Comment

No public comment.

II. Finance

A. FY26 Original Budget (2nd Draft)

- Committee reviewed minor changes to the budget draft with slightly more government funding.
- Followed-up on the Total Compensation review plan and the plan to put target salaries above market.
- Update on Finance Leadership and shared that a fractional CFO with school experience will be temporarily brought on.
- Board discussed what it means to have a fractional CFO, with praise for and acknowledgement that the current team on-site makes this model possible.
- Reviewed new and eliminated positions.
- Committee agrees to recommend this budget to the board in the MWA June 16, 2025 board meeting.

B. Other Questions

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:34 AM.

Respectfully Submitted,
Alicia Malet Klein

Coversheet

Slides Presented at Board Meeting (Staff please do not link presentations here)

Section: VIII. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)
Item: A. Slides Presented at Board Meeting (Staff please do not link presentations here)
Purpose: FYI
Submitted by:
Related Material: June 2025_Board Slides.pdf



MWA Board Meeting

Date: 6/16/2025

Learn. Graduate. Give Back.

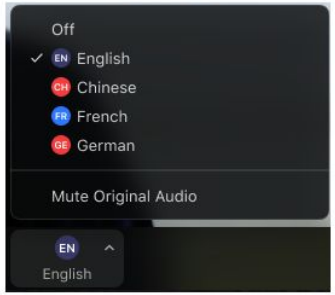
Activating Interpretation / Activar Interpretación

Computer

1. In your meeting/webinar controls, click **Interpretation**.



2. Click the language that you would like to hear.



3. (Optional) To only hear the interpreted language, click **Mute Original Audio**.

Cell Phone

1. In your meeting controls, tap **... More**.



2. Tap **Language Interpretation**.
3. Tap the language you would like to hear.



4. (Optional) Tap the toggle to **Mute Original Audio**.



5. Click **Done**.

Public Comment

Use the raise hand function when your name is called.

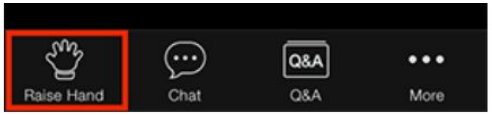
Computer

1. Click **Raise Hand** in the Webinar Controls.



2. The host will be notified that you've raised your hand. If the host allows you to talk, you may be prompted to unmute yourself. While unmuted, your profile picture and name is displayed to the host and panelists. Only your name is displayed to other attendees.

Cell Phone



Call Meeting to Order



Remarks by Board President



Remarks

Teacher & Staff Appreciation Week

Focus Areas:

- College and Career

WASC/LCAP Goal:

- Goal 2- College and Career Readiness

Board Acknowledgements

- Welcome Felicia Selva, congratulations to Amy Obinyan
- Appreciation of Jess Laughlin
- Reflections on the year

Public Comment

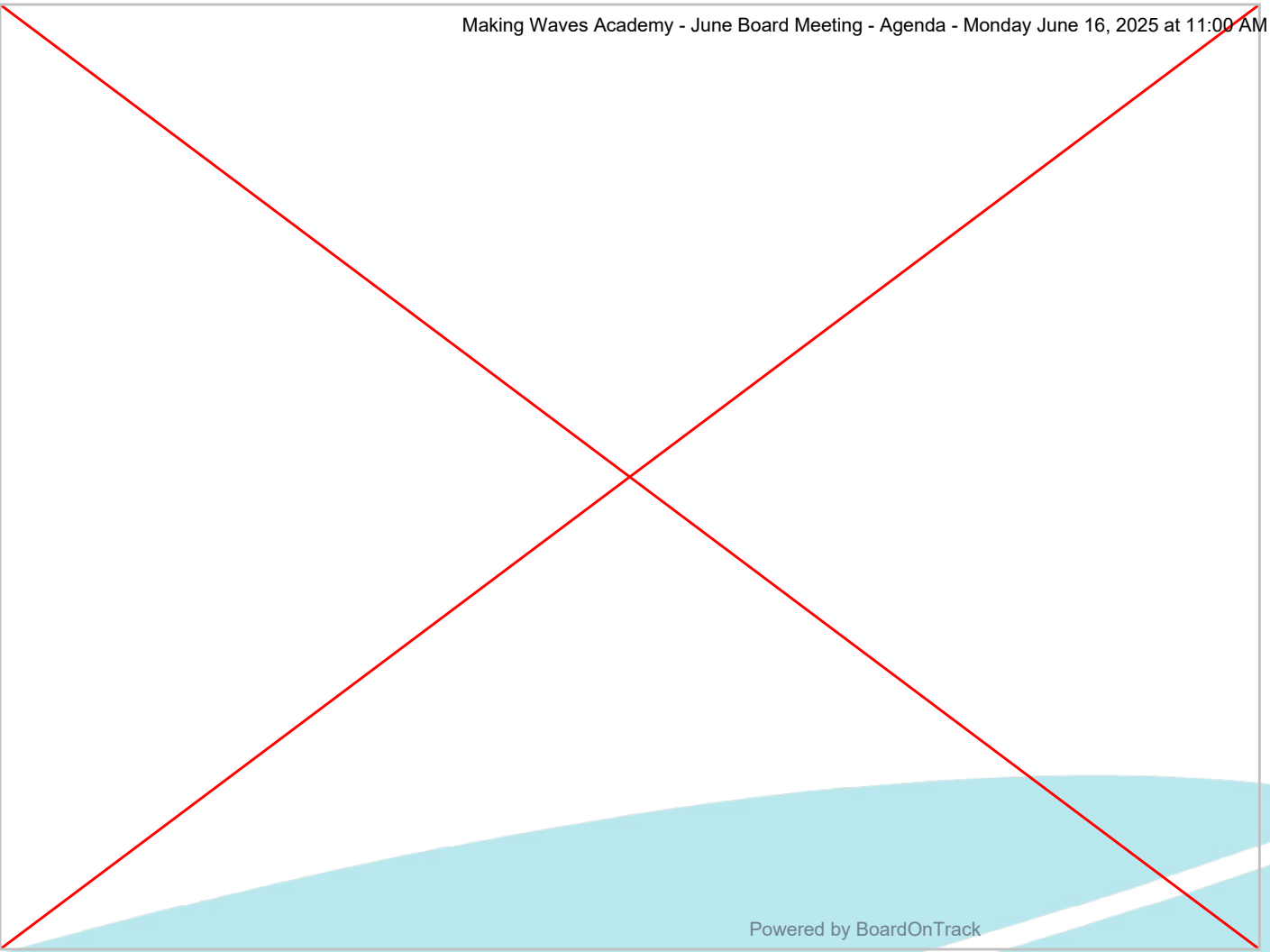


Closed Session



Mission Connection:
MWA Graduates





School Report



CEO Report



COO Report



Finance Report



Break



15

MAKING WAVES ACADEMY

RESPECT · SCHOLARSHIP · RESILIENCE · RESPONSIBILITY · COMMUNITY

Learn. Graduate. Give Back.

Non-Action Items



Committee Updates

Advisory Committees

- Curriculum and Instruction Review/WASC
- Finance
- DEIB/Culture and Climate
- Audit



Local Indicators

Presenter(s): Dr. Tameka Jackson
Date: June 16, 2025

Learn. Graduate. Give Back.

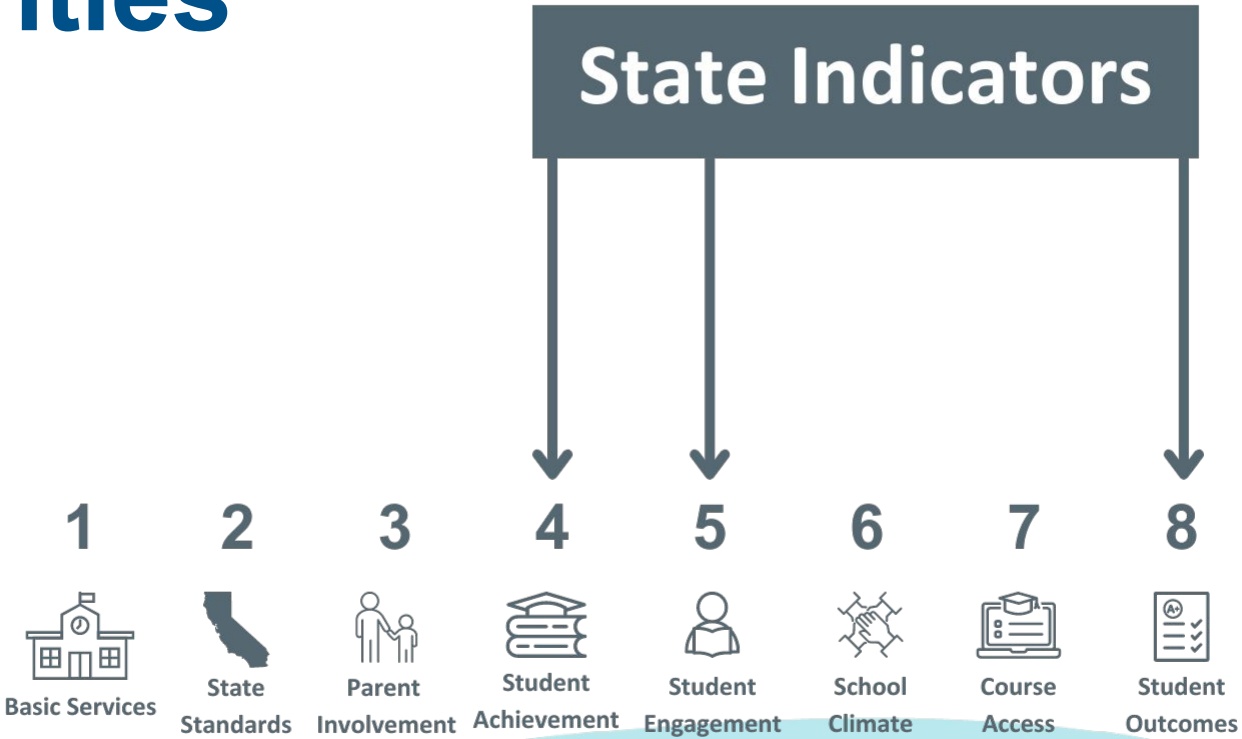
LCFF Priorities

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

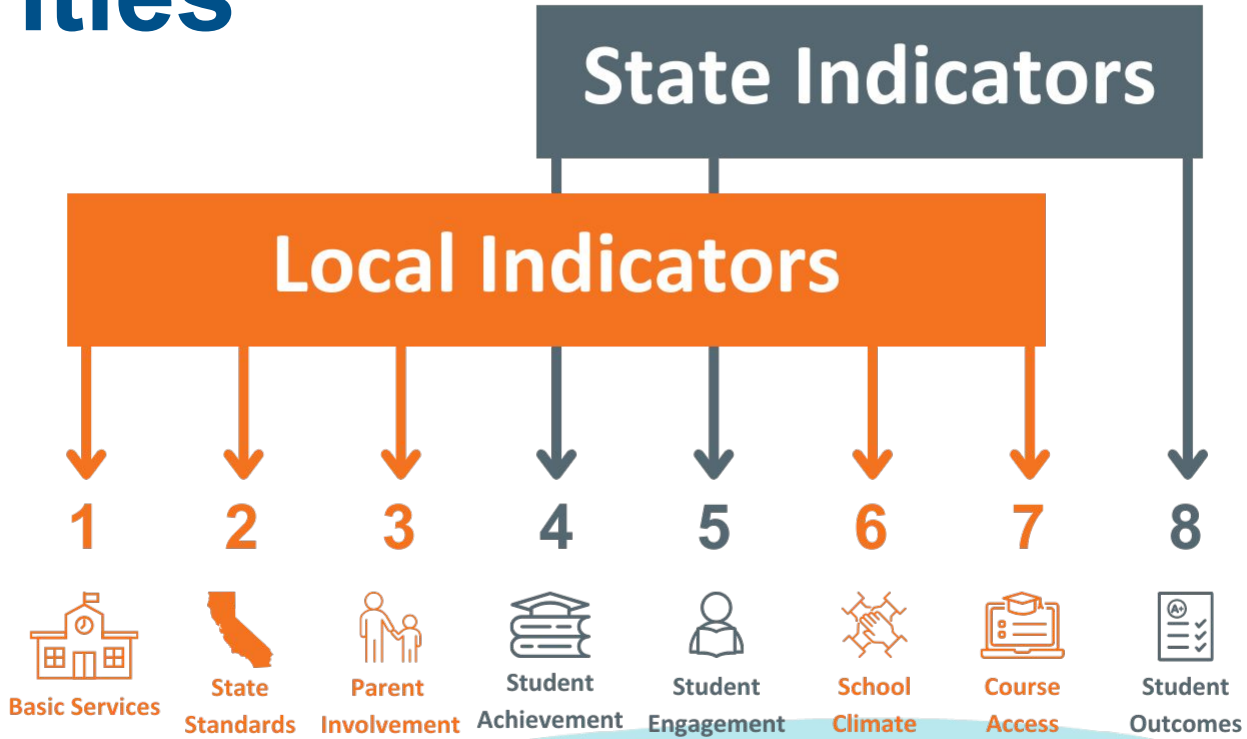
- These are tracked on the CA State Dashboard
- Our LCAP is centered around these priorities



Priorities


State Indicators
1
Basic Services
2
State Standards
3
Parent Involvement
4
Student Achievement
5
Student Engagement
6
School Climate
7
Course Access
8
Student Outcomes

Priorities


State Indicators
Local Indicators
1
Basic Services
2
State Standards
3
Parent Involvement
4
Student Achievement
5
Student Engagement
6
School Climate
7
Course Access
8
Student Outcomes

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



Reporting the Results



Priority 1

Basic Services



Priority 1



Basic Services

FIT (Facility Inspection Tool): Measures the safety, cleanliness, and maintenance of school facilities to ensure they are in good repair.

Middle School	
Score = 99.73%	EXEMPLARY

Upper School	
Score = 99.20%	EXEMPLARY

- Both schools scored the highest ranking of “Exemplary” (99-100%)
- LCAP Goal was to continue scoring “Good” (90-98.99%)

Priority 1



Basic Services

- **100% of students** have access to standards aligned curriculum and materials in all subjects
- Information on 2023-24 teaching assignments data will be available in Fall 2025 *(this information is always 2 years behind and available here on DataQuest)*

Priority 2

State Standards



Priority 2



State Standards

Subjects were ranked on:

- Professional learning
- Access to aligned instructional materials
- Support systems to improve standards-aligned instruction.

ELA Common Core State Standards for ELA	*Full implementation and sustainability*
ELD In compliance with California English Language Development Standards	*Initial Implementation*
Mathematics Common Core State Standards for Math	*Full implementation and sustainability*
Science Next Generation Science Standards	*Full Implementation*
History-Social Science	*Full Implementation*

5-point scale

Exploration and Research Phase	*Beginning Development*	*Initial Implementation*	*Full Implementation*	*Full implementation and sustainability*

Priority 2



State Standards

- **Fully implemented:** ELA, Math, PE, Science, History-Social Science, VAPA
- **Initial implementation:** CTE, Health, World Languages, and ELD (a key growth area)
- **Next steps:** Strengthen interdisciplinary connections along with Instructional Partners and working with new ELD Coordinator on targeted ELD support
- **Professional learning:** Early stages of system development; plans to expand coaching, content-aligned training, and individualized support

Priority 3

Parent Involvement



Priority 3

Parent Involvement

Parent Involvement

Relationships Between School Staff and Families:

- **Rebuilding connections** through Parent Talks, events, and consistent communication
- **Focus on trust** via transparency, recognition, and parent education
- **Inclusive outreach** to underrepresented families with DEI training and cultural celebration

Capacity of staff to build relationships with families.	*Initial Implementation*
Creating welcoming environments for all families.	*Full Implementation*
Supporting staff to learn about each family.	*Initial Implementation*
Using language that is understandable and accessible.	*Full Implementation*

5-point scale

Exploration and Research Phase	*Beginning Development*	*Initial Implementation*	*Full Implementation*	*Full implementation and sustainability*

Priority 6

School Climate



Priority 6

School Climate

School Climate

Feb 2025 California Healthy Kids Survey (CHKS)

- 788 students surveyed

Feb 2025 MWA Climate Survey

- 72 parents responded, representing 101 students

Key Learning	Action Being Taken
Students (especially SWD) need more connection & safety	Relationship-building PD, advisor support, hiring new 504 Coordinator
Parent communication is up, but event turnout is low	Revamp family engagement strategies and formats
Proactive supports may be reducing suspensions	Expand 1:1 check-ins, student contracts, and add Associate Dean
Need consistency in discipline & classroom support	Apply behavior policies schoolwide; invest in PBIS training and coaching

Priority 7

Course Access



Priority 7



Course Access

Course Access & Support

- **40%** (212/532) of students **enrolled in at least one AP course**
  - **46%** of AP exams **scored 3+**
- Expansion of **CTE pathway** in progress (LCAP Action 2.4)
- **Priority enrollment** in courses for Students with Disabilities, English Learners, and socioeconomically disadvantaged students
- Advisors & College Counselors support **post-secondary planning** and **course access**

This is a summary of MWA's response to the Priority 7 Self-Reflection Tool provided by the CDE.

Priority 7



Course Access

2024–25 Graduate Highlights

- **87.7%** (128/146) of graduates were **CSU eligible**
- **56.2%** (82/146) were **UC eligible**
- **73.3%** (107/146) of seniors had a **GPA ≥ 2.0**
- **52%** (76/146) met **full UC eligibility**
- **76%** (111/146) of seniors were **accepted to at least one 4-year university**
- **97%** (141/146) of **seniors graduated** *(including both 4th and 5th year seniors)*

This is a summary of MWA's response to the Priority 7 Self-Reflection Tool provided by the CDE.

Questions?



Action Items



Consent
Action Items



Adjourn Meeting



Meeting Adjourned

Schedule of Board of Directors Meetings for 2025-26

- Sep 8, 2025 at 4pm
- Oct 20, 2025 at 4pm
- Dec 15, 2025 at 11am
- Jan 26, 2025 at 11am
- Mar 9, 2026 at 4pm
- May 4, 2026 at 4pm
- Jun 15, 2026 at 11am

41

Learn. Graduate. Give Back.

Coversheet

Documentos traducidos al español/Documents translated to Spanish

Section:	VIII. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)
Item:	B. Documentos traducidos al español/Documents translated to Spanish
Purpose:	FYI
Submitted by:	
Related Material:	June_School Board Report_2024-25-Spanish (1) (1).docx

Informe de la Junta Directiva

En Toda la Escuela

Informe de la Junta Escolar - Junio del 2025

Escuela Secundaria/Escuela Completa

Dra. Tameka Jackson, Directora
Marjorie McCowan, Subdirectora Interina de la Escuela Secundaria Superior
Tina Garrison, Subdirectora de la Escuela Secundaria
Alefiyah Lokhandwala, Instructora de Matemáticas

¿Qué?

A medida que el año escolar llega a su fin, nuestro enfoque se ha agudizado en áreas clave para garantizar finales sólidos y transiciones sin problemas hacia el próximo año. Los esfuerzos de capacitación se han vuelto más estratégicos, centrándose en el área con menor puntuación de cada maestro en evaluaciones recientes para maximizar el crecimiento. Completamos con éxito un nuevo campamento de capacitación de maestros centrado en la gestión de las aulas, concediendo certificados a todos los graduados y proporcionando apoyo adicional de capacitación cuando fue necesario.

Paralelamente, los equipos de cada grado celebraron reuniones reflexivas de fin de año y coordinaron la incorporación de los nuevos Estudiantes de 5º grado. Las reuniones combinadas para los grados 5º y 6º alinearon las prioridades de instrucción y los objetivos académicos, asegurando la continuidad entre la programación del Día Central y del Día Extendido.

La instrucción de matemáticas se benefició de un capacitación integral y observaciones para todos los maestros de la escuela media y superior. Las Comunidades de Aprendizaje Profesional (Professional Learning Communities/PLC) finales celebraron el crecimiento y la colaboración de los maestros, mientras que las pruebas MAP mostraron un progreso alentador de los estudiantes. Sin embargo, la salida de cuatro maestros de matemáticas es una señal de que habrá desafíos de personal en el futuro.

¿Y Eso Qué?

Este modelo de entretenimiento estratégico ofrece apoyo personalizado basado en datos de evaluación y aborda directamente las necesidades de desarrollo de los maestros. El éxito del nuevo campamento de capacitación para maestros subraya los desafíos persistentes en la gestión del aula y destaca el compromiso de los maestros con el crecimiento profesional. Los certificados sirven como reconocimiento tangible de sus logros y preparación.

La coordinación entre grados fomenta una comprensión compartida de los objetivos de instrucción y transiciones fluidas, mientras que la capacitación continua y los esfuerzos de contratación específicos refuerzan la calidad de la instrucción y el apoyo a los estudiantes. El análisis de datos de los estudiantes está impulsando intervenciones informadas para satisfacer diversas necesidades de aprendizaje en los grados 5º y 6º.

En matemáticas, las prácticas instructivas fortalecidas y los PLC colaborativos han impactado positivamente en el aprendizaje de los estudiantes, como lo evidencian los avances de MAP (Medidas de Progreso Académico). MAPS es una evaluación adaptativa computarizada que mide el conocimiento de un estudiante en lectura y matemáticas (en nuestro caso para matemáticas). La rotación de personal puede ser desestabilizadora y socavar la continuidad, lo que pone de relieve la necesidad de una planificación deliberada para mantener el impulso y el apoyo de los estudiantes.

¿Y Ahora Qué?

En el futuro, seguiremos aprovechando los datos de evaluación para adaptar los planes de capacitación al mismo tiempo que desarrollamos apoyo de seguimiento para los graduados del campamento y perfeccionamos los programas en función de los comentarios de los participantes. Celebrar estos éxitos ayudará a cultivar una cultura donde se acepten la retroalimentación y el crecimiento.

Informe de la Junta Escolar - Junio del 2025

Para la coordinación a nivel de grado, el enfoque se centrará en la creación de un plan de intervención de alfabetización integral y alineado verticalmente que abarque los grados 5.º y 6.º. Implementaremos un sistema de apoyo escalonado con intervenciones específicas, brindaremos capacitación para el nuevo personal de apoyo y estableceremos un marco de responsabilidad claro para realizar un seguimiento del progreso de los estudiantes.

En matemáticas, se ha dado prioridad urgente a la contratación de maestros de alta calidad para vacantes clave, junto con planes de contingencia si ocurren retrasos. Diseñaremos intervenciones de matemáticas sostenibles y específicas alineadas con los objetivos de instrucción, profundizaremos el análisis de los datos del MAP para guiar el capacitación y el apoyo, y aprovecharemos el impulso del PLC con el aprendizaje profesional continuo a principios del próximo año.

Informe de la Junta Escolar - Junio del 2025

Departamento de Orientación del Colegio y Profesional

Dra. Arika Spencer-Brown, Directora de Asesoramiento del Colegio y Profesional
Atieris Adams, Directora Asociada de Orientación del Colegio y Profesional
Inayah Baaqee, Directora Asociada de Asesoramiento Académico
Kevin Alegría, Coordinador de Orientación del Colegio y Profesional

¿Qué?

Aspectos Destacados del Día de Decisión para la 22º Ola:

- Se presentaron **1,130 solicitudes para el colegio**, se informaron más de **500 aceptaciones** y ¡seguimos recibiendo!
- **El 93% (136 estudiantes)** de la clase de último año se comprometió a ir al colegio.
    - 74 a colegios de cuatro años (50. 6%)
    - 62 a colegios comunitarios (42.4%) por rutas de transferencia o intercambio
- Este cambio refleja el aumento de los costos de matrícula, especialmente con los aumentos de matrícula de la CSU que se prevé que continuarán durante los próximos 2 a 3 años, y un mayor interés en la vía de transferencia como una ruta más rentable.
- **23 estudiantes obtuvieron becas completas** que cubren todos los costos después de la ayuda financiera.
- **23 estudiantes** se han comprometido con **los planteles de la UC**:
    - Merced (6), Davis (5), Berkeley (4), Riverside (3), San Diego (2), UCLA (1), UC Irvine (1), y UC Santa Cruz (1).
- **34 estudiantes** se han comprometido con **las Universidades Estatales de California**, entre ellos:
    - San Francisco State (9), San José State (8), Cal State East Bay (7), Sacramento State (6), Cal Poly SLO (2), Cal Poly Humboldt y CSU Monterey Bay.
    - Cursando carreras como Aviación, Arquitectura, Bioquímica, Informática, Gestión de la Construcción, Educación, Ingeniería, Ciencias de la Salud y Enfermería.
- **15 estudiantes** asistirán **a instituciones privadas**, como Hamilton College, the University of San Francisco (USF), University of Southern California (USC), Dominican University, Santa Clara University, y Saint Mary's College of California.
- **4 estudiantes** se dirigen fuera del estado a Boston University, the University of Wisconsin–River Falls, Hamilton College, y Embry-Riddle Aeronautical University en Prescott, Arizona.
- **1 estudiante** ha elegido alistarse en el **Ejército de los EE. UU.**
- **1 estudiante** ha elegido hacer un año sabático

Despedida De Último Año

- Estábamos emocionados de celebrar a nuestros estudiantes de último año y mostrar sus planes postsecundarios a toda la comunidad escolar.

Visitas a Colegios

- Sra. Adams, Asociada. El Director del Departamento CCC planificó y ejecutó con éxito 8 visitas a colegios para estudiantes de 10º a 12º grado y 8º grado.

Plantel	Nivel de Grado	Número de Asistentes

Informe de la Junta Escolar - Junio del 2025

Santa Clara University ***San Francisco State University***	12º	120
UC Santa Cruz ***Sonoma State University***	11º	76
Diablo Valley College	12º 11º	49
Contra Costa College - Día de Bienvenida	12º	42
Dominican University ***San Jose State University***	10º	87
Sacramento State University	8º	95

Representantes del planteles del Colegio de MWA visitan varias colegios y universidades:

Universidad	Número de Asistentes
Boston University (Boston, MA)	24
California State Polytechnic University-Humboldt	7
Carnegie Mellon (Pittsburgh, PA)	23
Dominican University of California (San Rafael, CA)	12
Duke University (Durham, NC)	6
Lewis & Clark College (Portland, OR)	42
Macalester College (Saint Paul, MN)	20
Rivet School	5
Sacramento State University- Taller de inscripción	6
Saint Mary's College of California (Moraga, CA)	16
San Francisco State University - Taller de inscripción	8
Scripps College (Claremont, California)	3
St. Olaf College (Northfield, MN)	2
Stanford University	8
University of California, Merced	60
University of California, Merced- Taller PIQ	16
University of California, San Diego	24
University of Miami (Coral Gables, FL)	30
University of Oregon (Eugene, OR)	6

Informe de la Junta Escolar - Junio del 2025

University of San Francisco (San Francisco, CA)	28
University of the Pacific (Stockton, CA)	21
Willamette University	17
Contra Costa Community College (múltiples visitas - talleres de inscripción)	Números Rotatorios

Viajes de Estudio de Carrera

El Departamento de Colegios y Carreras (CCC), en colaboración con la Fundación Educativa Making Waves (MWEF), planeó 4 viajes de estudio a las siguientes empresas/negocios:

- ***Zygo Extreme Precision Optics***: líder mundial en el diseño y fabricación de sistemas de metrología óptica avanzados y componentes y conjuntos ópticos ultraprecisos.
- ***Studio Bondy Architecture Firm***: los estudiantes experimentaron experiencias prácticas de arquitectura
- ***Allen Matkins Law Firm***: en este viaje se llevó a cabo un juicio simulado en vivo.
- ***Crawford Woodworks***: planificado por el CCC, los estudiantes experimentaron experiencias prácticas de carpintería.

Semana de la Carrera

Este año, lanzamos con éxito nuestra ***Semana inaugural de Colegios y Carreras de Otoño*** en MWA, ofreciendo una serie de eventos dinámicos y atractivos para estudiantes y familias. La semana comenzó con ***el Día de Exploración del Colegio***, con una feria del colegio con representantes de 10 colegios y universidades en el patio de la escuela superior. Simultáneamente, los estudiantes participaron en talleres interactivos en la biblioteca, incluyendo " *¿Qué Puedo Hacer Con Una Especialización En…?* " y exploraciones virtuales de colegios. Al día siguiente, en colaboración con nuestro Departamento de Actividades Estudiantiles y el equipo de MWEF, organizamos una ***Feria de Carreras*** con más de 25 empresas participantes. Los estudiantes también se beneficiaron de oportunidades de desarrollo profesional específicas, como un taller de elaboración de currículums, una sesión de perfil de LinkedIn y una charla informal para estudiantes de último año seleccionados. Por la tarde, dimos la bienvenida a las familias a un taller en colaboración con ***San Francisco State University***, proporcionando valiosos recursos de planificación de colegios para padres y tutores. Concluimos la semana con un día de elección de estudiantes, que ofreció múltiples opciones de enriquecimiento, incluyendo una proyección de " *Dream School",* un panel de graduados del colegio, una sesión impulsada por IA sobre ***carreras de enfermería*** titulada " *So You Wanna Be a Nurse…?* " y un taller de currículum adicional.

Aspectos Destacados de Estudiantes Honorables

La estudiante de último año, Yeida Puac Castanon, recibió su certificado de finalización del ***Programa de Aprendizaje Excelerator.*** Este programa es un curso de desarrollo laboral diseñado para ayudar a las mujeres de color a explorar caminos profesionales significativos en el campo del derecho.

Detalles sobre el programa:

- El Excelerator es un programa preparatorio de tres meses que comenzó el 19 de febrero del 2025.
- Los estudiantes dedicaron de 2 a 5 horas por semana, lo que incluyó un curso de dos horas los miércoles, visitas al sitio y eventos de networking (ver imagen a continuación).

Informe de la Junta Escolar - Junio del 2025



Los estudiantes de último año Mikal Ghebremichael y Shihab Alkaheli recibieron reconocimiento del Congreso y becas del ***Capítulo De Exalumnas De Contra Costa De La Hermandad Delta Sigma Theta, Incorporated*** por sus logros académicos. Ambos asistieron a la recepción de becas el domingo 1 de junio. Vea las fotos a continuación.









- **13 graduados en ascenso** fueron seleccionados para la próxima campaña ***"I Am A Wave-Maker"***. Los

Informe de la Junta Escolar - Junio del 2025

estudiantes son:

- Shihab Alkaheli (Estado de San Francisco. ASIGNATURA: Ciencias de la Computación)
- Diego Arroyo Barcenas (Saint Mary's College of California. ASIGNATURA: Administración de Empresas)
- Yeida Puac Castanon (Ejército de EE. UU.)
- Fátima Cortes (Hamilton College, ASIGNATURA: Historia)
- Mikal Ghebremichael (Universidad de San Francisco. ASIGNATURA: Negocios)
- Leilah Howard (transferencia de Diablo Valley College a UC Davis. ASIGNATURA: Negocios)
- Nathan Huang (Embry-Riddle Aeronautical University: Prescott. ASIGNATURA: Ciencia Aeronáutica)
- Guillermo Limon (University of California, Santa Cruz. ASIGNATURA: Administración de Empresas y Economía)
- Da'Maury Olsen (San Jose State. ASIGNATURA: Psicología)
- Emely Ortega (Dominican University. ASIGNATURA: Enfermería, BSN)
- Gabriella Perez (University of California, Berkeley. ASIGNATURA: Arquitectura del Jardinería)
- Santino Valencia (Preaprendizaje de plomería en Diablo Valley College)
- Keilan Whaley (Cal State East Bay. ASIGNATURA: Bellas Artes)

- **78 graduados en ascenso** fueron admitidos en el Programa de Éxito del Colegio y Profesional Making Waves

¿Y Eso Qué?

- A toda máquina para planificar el día de graduación de MWA 2025
- Priorizar la planificación de verano de CCC para el próximo año escolar iniciará

¿Y Ahora Qué?

- Daremos la bienvenida a una clase de último año aún más grande para el año escolar 2025-2026.
- La planificación previa para el nuevo año escolar iniciará en el verano.
- Finalizando el Horario Maestro para el próximo año escolar
- Las discusiones sobre la implementación del plan de estudios CTE en la MS han comenzado para el otoño del 2025.

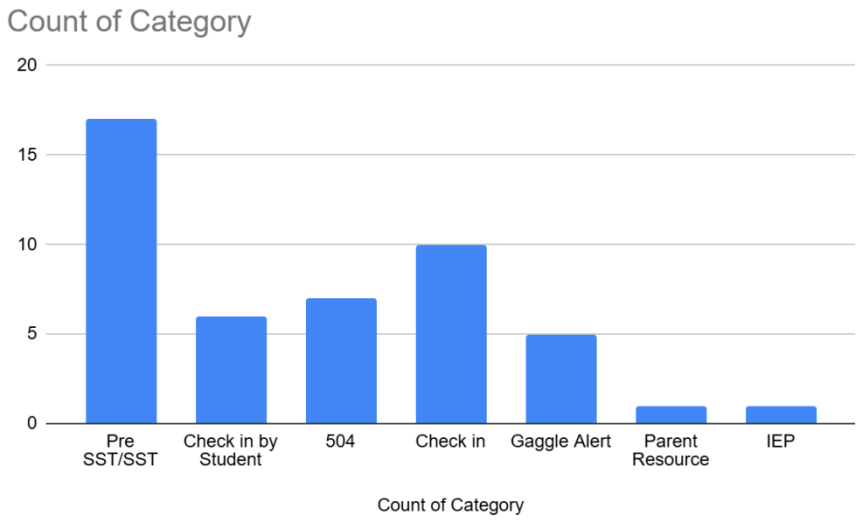
Informe de la Junta Escolar - Junio del 2025

Disciplina y Prácticas Restaurativas/Servicios de Apoyo a Estudiantes

Estephanie Fuentes, Directora
Erika Sarmiento, Directora
Davonte Wilson, Director
Sonja Jackson, Trabajadora Social

Servicios de Apoyo al Estudiante (Trabajador Social)

En abril, yo me reuní con 48 estudiantes.

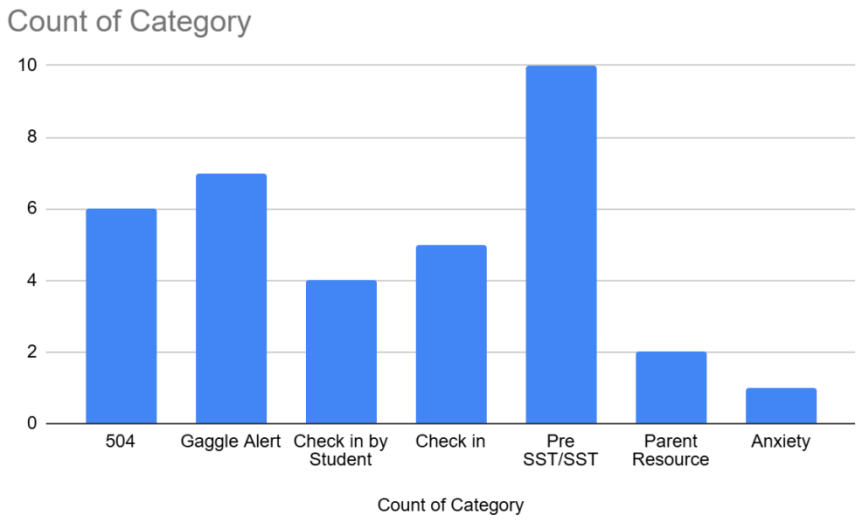


En comparación con ***marzo,*** los principales motivos por los que los estudiantes son atendidos en ***abril*** siguen siendo los mismos:

1. PreSST/SST donde recibí referencias de maestros y personal para realizar reuniones del Equipo de Estudio de Estudiantes o registros con los estudiantes para abordar inquietudes socioemocionales y académicas.
2. Registros iniciados por el trabajador social para dar seguimiento a los estudiantes que se reunían periódicamente.
3. Realizar reuniones iniciales, anuales y de determinación de elegibilidad del plan 504 y/o revisarlas 1-1 con los estudiantes.

En mayo yo me reuní con 36 estudiantes.

Informe de la Junta Escolar - Junio del 2025



En comparación con ***abril,*** las principales razones por las que los estudiantes fueron atendidos en ***mayo*** fueron:

1. PreSST/SST donde recibí referencias de maestros y personal para realizar reuniones del Equipo de Estudio de Estudiantes o registros con los estudiantes para abordar inquietudes socioemocionales y académicas.
2. Alertas de Gaggle que preguntan al estudiante sobre contenido cuestionable que haga referencia a autolesiones, suicidio o salud mental en sus búsquedas web, mensajes de correo electrónico o documentos.
3. Realizar reuniones iniciales, anuales y de determinación de elegibilidad del plan 504 y/o revisarlas 1-1 con los estudiantes.

Durante todo el año escolar , se completaron 38 reuniones de SST, se administraron 48 planes 504 en total (27 existentes + 21 nuevos) y la supervisión completa del sistema representa resultados sustanciales que benefician directamente a nuestra población estudiantil y mantienen el cumplimiento.

Lo que yo he observado en estos dos meses es el apoyo para facilitar las reuniones de los equipos Estudiante Estudiante para abordar las preocupaciones académicas de los estudiantes que no aprueban dos o más materias. Aquellos estudiantes que tienen dificultades en Matemáticas/Inglés o su salud mental están afectando su asistencia y desempeño académico.

Como miembro del personal de apoyo estudiantil, consideré apropiado promover ***el Mes de Concientización sobre la Salud Mental***, que se reconoce a nivel nacional en el mes de mayo. Yo quería colaborar con los clubes de la escuela superior y secundaria y los ASB en formas en las que pudiéramos promover la concientización en el planteles.

Yo colaboré con la presidenta del club, Karina Flores, y la asesora, Valerie McKenney, en eventos durante todo mayo. El 13 y 20 de mayo durante el almuerzo, Karina Flores presentó sobre Salud Mental, disipando el estigma con recursos y una actividad de mindfulness. El 27 de mayo, yo hice una presentación sobre Asuntos de Salud Mental: Cuidarse a sí mismo y a sus amigos, los estudiantes pudieron recibir parafernalia de concientización sobre la salud mental, como bolígrafos, llaveros y pulseras.

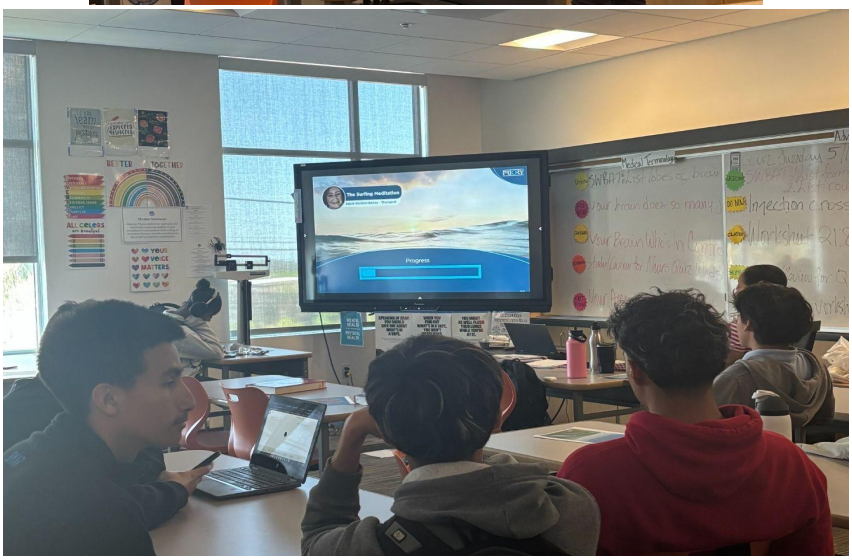
En la escuela secundaria el 30 de mayo fue *el Día Verde*. Los estudiantes vistieron algo verde para el día. Durante el almuerzo yo ofrecí una mesa con actividades, información y recursos sobre salud mental. Uo pude hablar con los

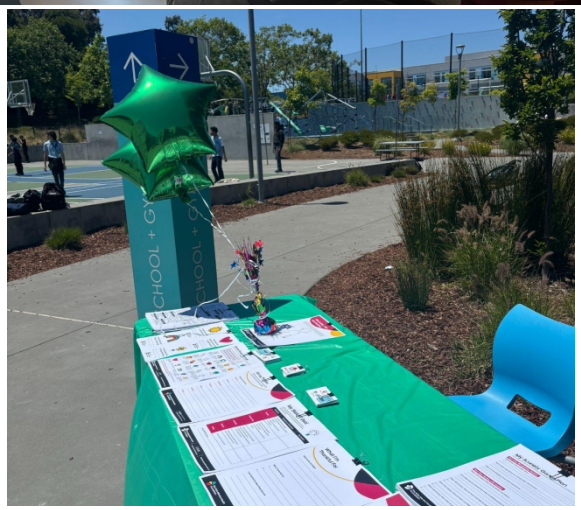
Informe de la Junta Escolar - Junio del 2025

estudiantes sobre lo que sabían sobre la salud mental, cómo el acoso afecta la salud mental de un estudiante, el cuidado personal y las formas de lidiar con el estrés y la ansiedad. Los estudiantes también pudieron recibir parafernalia y premios de concientización sobre la salud mental.

A continuación veras algunas fotografías de los acontecimientos.







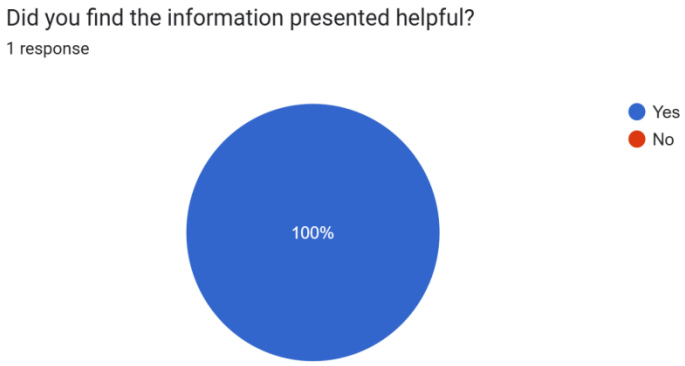
Informe de la Junta Escolar - Junio del 2025



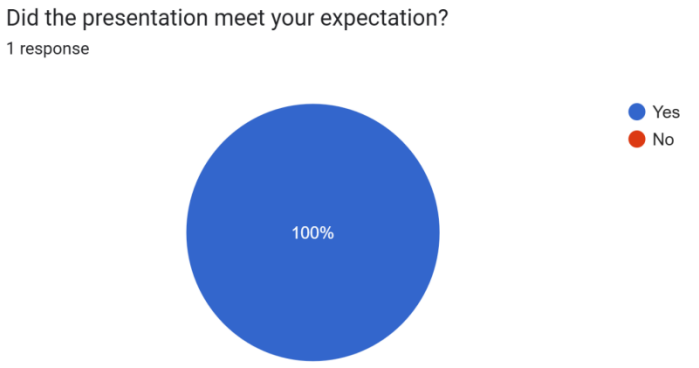
El taller de Comunicación Efectiva del 29 de abril contó con 18 asistentes y 18 padres participantes.

A continuación encontrará los resultados de la encuesta posterior al taller:

1 respuesta en inglés y 6 respuestas en español:



Informe de la Junta Escolar - Junio del 2025





Los resultados de la encuesta posterior indican que el 100% de los padres que participaron en la encuesta encontraron útil la información presentada en el taller y cumplió con las expectativas.

Los padres indicaron sugerencias/mejoras como las siguientes:

- *Más interacción de los padres juntos en las reuniones*
- *En primer lugar, quiero expresar mi gratitud a la Sra. Jackson por facilitar estos talleres educativos y edificantes sobre comunicación asertiva y positiva para nuestra comunidad de padres.*

Mis sugerencias serían las siguientes para considerar para el próximo año escolar 2025-2026.

- *Facilitar estos talleres desde el inicio del año escolar. (Esto ayuda a que otros padres y familias tengan herramientas que les beneficiarán para una buena comunicación).*
- *Proporcionar los materiales y presentaciones en español o dependiendo de los otros idiomas con los que más se identifiquen. (Esto ayuda a que otras familias comprendan más en el idioma que se les enseña).*
- *Gracias nuevamente a la Sra. Jackson por facilitar estos talleres tan importantes para nuestra comunidad escolar. Personalmente me encantó su presentación y los puntos que trató sobre la comunicación y la transición durante la adolescencia.*
- *Gracias.*

Informe de la Junta Escolar - Junio del 2025

- *Esto no es una sugerencia, sólo un agradecimiento por la información tan interesante. ¡Gracias!*

¿Y Ahora Qué?

Mis próximos pasos son:

- Tomar los comentarios constructivos de las encuestas de los talleres para padres para ayudar con la planificación de los talleres para padres para el próximo año escolar.
- Asociarse con clubes y ASB, trabajando juntos para organizar eventos escolares, abordando temas que impactan a los estudiantes en el planteles.