



Making Waves Academy

September Board Meeting

Date and Time

Monday September 8, 2025 at 4:00 PM 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

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+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

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+1 646 931 3860 US

Webinar ID: 878 5502 2048

Passcode: 073032

International numbers available: <https://mwacademy.zoom.us/j/9876543210>

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 AQUÍ 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 público que desean hablar durante la junta pueden presentar una solicitud para hablar antes de las 9:00 a.m. del día de la reunión de la junta o usar la función de levantar la mano durante las secciones de comentarios públicos de la reunión.***
 - ***Si desea enviar su solicitud de uso de la palabra antes de la reunión, envíe su solicitud por correo electrónico a 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.*

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Please note that all agenda times are estimates.

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

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:00 PM
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	5 m
Focus Area: Teaching and Learning – Priorities for the year, new leadership hires, covering instructional/leadership vacancies, WASC process			
WASC/LCAP Goals:			
• Goal 1- Support for All Learners • Goal 2- College and Career Readiness			
Welcome new board members			
Recognizing service milestones			
Positive first week impressions			
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 ◦ Comment on items on the agenda			

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	◦ Comment on items not on the agenda ◦ <i>Presentations are limited to two minutes each</i>, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.		
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	• Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment.		
	• 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.		
	• <i>El público puede dirigirse a la Junta Directiva de la MWA con respecto a cualquier asunto dentro de la jurisdicción del tema materia por la Junta Directiva de la MWA.</i>		
	• <i>Bajo comentario público, los miembros del público pueden:</i> ◦ <i>Hacer comentarios sobre los puntos del orden del día</i> ◦ <i>Hacer comentarios sobre puntos no incluidos en el orden del día</i> ◦ <i>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.</i>		

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II.	Standing Reports		4:26 PM
A.	Mission Connection: New Leaders	FYI	10 m
New leadership hires attend meeting, introduce themselves, and say one thing they are excited about or want to accomplish this year.			
B.	ASB Update	FYI	J. Thomas / C. Ruiz
Update from officers of the Associated Student Body (ASB) and Q&A with the board.			
C.	Deep Dive: Priorities for this Year.	Discuss	A. Nelson & Z. Bahkeet
What are the focus areas/priorities for the year and why?			

	Purpose	Presenter	Time
D. Q&A on Chief Executive Officer Report (CEO) Board members will have an opportunity to ask questions about the contents of the written CEO report.	FYI	Alton B. Nelson Jr.	10 m
E. Q&A on Chief Operating Officer Report (COO) Board members will have an opportunity to ask questions about the contents of the written COO report focusing on staff vacancies and the WASC/LCAP process.	Discuss	Elizabeth Martinez	10 m
F. Q&A on Written Finance Report Board members will have an opportunity to ask questions about the contents of the written report.	Discuss	Elizabeth Martinez	5 m
G. Break			5 m
III. Non-Action Items			5:31 PM
A. Board Work and Advisory Committee Updates Reminder that YM&C Ethics and Brown Act Training needs to be completed by January 1, 2026. Comments from Valeria Serrano, new student board member Advisory Committees will provide a summary of work-to-date and next steps; committees in bold will present.	FYI	Alicia Klein	5 m
• Advisory Committees ◦ Curriculum and Instruction Review/WASC ◦ Finance ◦ DEIB/Culture and Climate ◦ Audit			
B. Portrait of a Graduate Work Update of Portrait of a Graduate work as a long-term vision of where we would like our students to be when they graduate.	FYI	A. Nelson & E. Martinez	15 m
C. Homeless Liaison for the Year	FYI	Elizabeth Martinez	

	Purpose	Presenter	Time
Sonja Jackson, Social Worker, is designated as the homeless liaison for the 2025-26 school year for Making Waves Academy.			

- | | | | | |
|---|-------------------------------|-----|--------------------|-----|
| D. | Instructional Continuity Plan | FYI | Elizabeth Martinez | 1 m |
| This Instructional Continuity Plan (ICP) ensures all students have access to instruction during a natural disaster or emergency, as mandated by Senate Bill 153, Chapter 38, Statutes of 2024 (SB 153). | | | | |

IV. Action Items 5:52 PM

Fiscal Impact: Not to exceed \$393,210

- | | | | | |
|---|--|-----|--------------------|-----|
| A. | Appoint Expulsion Hearing Officer: Alton B. Nelson Jr. | FYI | Elizabeth Martinez | 5 m |
| The board will appoint Expulsion Hearing Officer to hold expulsion hearings this academic year. | | | | |

- | | | | | |
|--|----------------------------------|------|-------------------|-----|
| B. | RCM Healthcare Services Contract | Vote | Tyler Levine-Hall | 5 m |
| Non-public Agency (NPA) contract for one-to-one aide services for special education. | | | | |

Fiscal Impact: \$93,210

- | | | | | |
|---|---------------------------|------|-----------------|-----|
| C. | 2025-26 Employee Handbook | Vote | Isabel Montilla | 5 m |
| The MWA Employee Handbook includes updates to new or existing policies and practices that pertain to staff and faculty's at-will employment at MWA for the 2025-26 school year. | | | | |

- | | | | | |
|--|--|------|--------------|-----|
| D. | MWA & Western Governors University MOU | Vote | Meuy Saechao | 5 m |
| Board to vote on MWA entering into a new partnership with WGU to recruit mission-fit teachers and support their pathway to earning a California teaching credential for the 2025-2026 school year. | | | | |

- | | | | | |
|--|--|------|--------------|-----|
| E. | 2025-26 Budget Alternative Form Correction | Vote | Lawrence Lee | 5 m |
| Board to review and approve Corrected 2025-26 Budget Alternative Form section F: Fund Balance, Reserves. | | | | |

- | | | | | |
|--|-----------------|------|-------------------|-----|
| F. | San Millan Sped | Vote | Tyler Levine-Hall | 5 m |
| Board to review and approve a new Nonpublic Agency (NPA) agreement to provide case management support and Registered Behavior Technician (RBT) services. | | | | |

	Purpose	Presenter	Time
Fiscal Impact: Not to exceed \$300,000			
G. New IEE policy	Vote	Tyler Levine-Hall	5 m
Board to review and approve new policy ensuring students receive at-home instruction during anticipated extended absences.			
V.	Consent Action Items		6:27 PM
Total fiscal impact: \$2,683,981.69			
A. FY25 Unaudited Actuals Report	FYI	Lawrence Lee	1 m
Review the 2024-25 Unaudited Actuals Report.			
B. Accept Minutes: June Board Meeting	Approve Minutes	Alicia Klein	1 m
MWA Board reviews and accepts the June board meeting minutes.			
C. Accept Minutes: Finance Advisory Committee	Approve Minutes	Alicia Malet Klein	1 m
MWA Board reviews and accepts the September Finance Advisory Committee meeting minutes.			
Approve minutes for Finance Advisory Committee Meeting on September 3, 2025			
D. Prop 28 - Arts & Music Annual Report	Vote	Lawrence Lee	1 m
Board to review and approve MWA's Prop 28 - Arts and Music Annual Report.			
E. Vendor Invoices	Vote	Lawrence Lee	1 m
Board to review and approve bill payments for June and July 2025.			
Fiscal Impact: \$2,683,981.69			
VI.	Discussion Items		6:32 PM
A. Appreciations by the Board of Directors	FYI	Alicia Klein	5 m
As provided for in the State of California Open Meeting Act, actions cannot be taken under this agenda item. The only purpose of this agenda item is to provide an opportunity for Board of Directors to make comments.			

	Purpose	Presenter	Time
B. Schedule of Remaining Board of Directors Meetings for 2025-26 • 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	FYI	Alicia Klein	2 m
VII. Closed Session			6:39 PM
A. Public Employee Discipline/Dismissal/Release Pursuant to Section 54957, the board will adjourn to closed session to discuss a confidential personnel matter.	Discuss	Alicia Malet Klein	15 m
VIII. Closing Items			6:54 PM
A. Adjourn Meeting	Vote	Alicia Klein	
IX. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)			
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 Este año, continuaremos traduciendo la agenda de la junta directiva al español. Además, este año traduciremos las portadas que contienen una breve explicación de los artículos incluidos en la agenda, así como el informe escolar que sera escrito por la directora principal de la escuela y sus líderes escolares. Tome en cuenta que no todos los artículos incluyen una hoja de portada; las hojas de portada se crean principalmente para artículos que requieren explicación más allá de la breve descripción del artículo. This year, we will continue to translate the board agenda to Spanish. Additionally, this year we will be translating the coversheets which provide a brief explanation of the items on the agenda as well as the school report which is written by the Senior School	FYI	Alicia Klein	

Purpose	Presenter	Time
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.		

Coversheet

ASB Update

Section:	II. Standing Reports
Item:	B. ASB Update
Purpose:	FYI
Submitted by:	
Related Material:	_ASB Board Report (2).pdf



ASB Board Report

ASB Members: Bryan Martinez, Jared Rodriguez
Perez



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- **Successes - Bryan**
- **Challenges - Jared**
- **Outlook - Bryan & Jared**
- **Questions & Conversation**

Successes

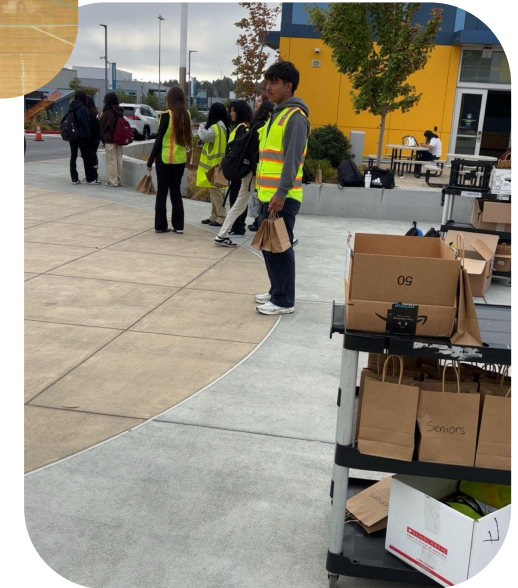
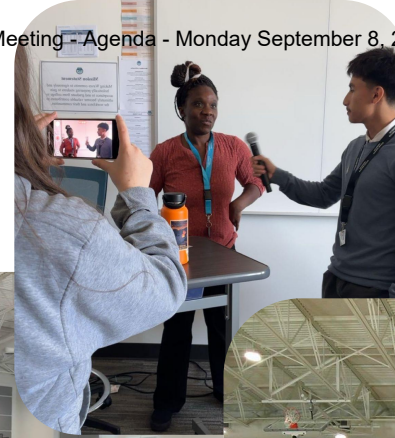
Successes

- **ASM**

- Intros from staff
- theater
- cheer

- **First Full week of school goodie bags**

- **Pencils**
- **Eye Masks**



Challenges

Challenges

- **Physicals**
 - **Student Concern**
 - **Reached out to Ms. Fjelstrom (Shoutout)**

Outlook

Priorities

- **Fall Club Fair**
 - Pie a Dean
 - Invite the 7th graders this year
 - Potentially invite parents
- **Fall Dance**
 - Trick or Treating on US4 2nd floor
 - Spooky Hallway
 - Dessert Bar
 - Lower Ticket Price

Priorities

- **Spirit Week**
 - Come up with themes
 - Lunch events leading up pep rally
 - Pink out instead of color day for breast cancer awareness
- **Newsletter**
 - Release one every month (relevant months)
 - Introduce ourselves to families and update them on what we're doing
 - Have them look out for future events

Questions & Conversation



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Coversheet

Deep Dive: Priorities for this Year.

Section:	II. Standing Reports
Item:	C. Deep Dive: Priorities for this Year.
Purpose:	Discuss
Submitted by:	
Related Material:	Areas_of_Focus_for_2025-26.pptx



Making Waves Academy Areas of Focus

Presenter(s):
Date: 9/10/25

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3 LCAP/WASC Goals

1

Support for All Learners

Develop and refine vertically-aligned programs to support all learners.

LCFF State Priorities:



Basic Services



State
Standards



Student
Achievement



Course
Access



Student
Outcomes

2

College & Career Readiness

Refine holistic support for college and career readiness that build all students' capacity for graduation and success beyond high school.

LCFF State Priorities:



Student
Achievement



Course
Access



Student
Outcomes

3

Diversity, Equity, & Inclusion

Create a safe, inclusive, and high-performing environment for all students and adults that are informed through the lens of diversity, equity, and inclusion.

LCFF State Priorities:



Parent
Involvement



Student
Engagement



School
Climate





Areas of Focus (School-wide)

Areas of Focus	Context
<i>Support a successful <u>WASC re-accreditation</u> process.</i>	• With WASC and LCAP combined, it's part of everything we do as a school. • The process lends itself to community reflection.
<i>Strengthen instructional practices through <u>coaching</u>, particularly math & ELA.</i>	• It's a concrete action that can both help teachers and leaders calibrate and implement rigor.
<i>Focus on improving academic outcomes and support for <u>vulnerable student populations</u>.</i>	• Really taking a look at our different learners to better understand their needs • Learning from our actions to inform ongoing systems of support for these groups

Coversheet

Q&A on Chief Executive Officer Report (CEO)

Section:	II. Standing Reports
Item:	D. Q&A on Chief Executive Officer Report (CEO)
Purpose:	FYI
Submitted by:	
Related Material:	MWA CEO Report to the MWA Board_SEP 2025_ABN.docx.pdf



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MWA CEO Report to the MWA Board

SEPTEMBER 2025

The start of the 2025-26 school year has been one of the strongest in recent memory. This is the first year where a sense of “normalcy” is emerging. There is a stability among staff, and students appear to be a bit more self-regulated and eager to learn. Below is a list of some of the new things and evolving things at MWA so far:

New Leaders/Returning Leaders/Promoted Leaders

- **Director of the middle school division** - We are very excited to have Zubida Bakheit join us in this role. She has extensive charter school experience as both a teacher and instructional leader.
- **Director of Special Education** - We are pleased to welcome Tyler Levine-Hall in leading our special education team. He also comes to MWA with extensive experience in Bay Area public and charter schools.
- **Director of Student Support** - We are fortunate and excited for a former dean, Ahjia Moore, to rejoin the team as the Director of Student Support. In this role, Ahjia provides leadership in multi-tiered systems of support (MTSS), aimed at providing targeted support to students, particularly social-emotionally and behaviorally. With extensive experience in both restorative and student discipline practices, Ahjia will bring a lot of insight and support with her in the role.
- **Associate Director of Career Development and Internships** - We are excited to welcome Brissa Teodoro to MWA. Brissa is part of the College and Career Counseling (CCC) team. In her role, she leads efforts to expand career access education, career-oriented programming, internships, and other hands-on learning opportunities. Brissa and CCC Director of College and Career Counseling, Arika Spencer-Brown, are working with middle school leadership and 8th grade faculty on piloting a career development curriculum as an example of ways to support career education to our students. Through a state grant we are able to add capacity to the CCC team to help us create more opportunities for our Wave-Makers.
- **Lead Teacher for middle school English** - Breonna Edison, a middle school 7th grade English teacher, now serves in this role, teaching two classes and providing peer coaching and support to middle school faculty.
- **Lead Teacher for upper school English** - Sarah Suson, an upper school English teacher, now serves in this role, splitting her responsibilities between teaching two English courses and providing coaching and peer instructional leadership support to faculty.
- **Instructional Coach for English (school-wide)** - Masin Persina, a veteran upper school English teacher in his 14th year at MWA serves in this role to provide instructional leadership and support for English instruction, coaching, and teacher development..

The combination of returning teacher leadership and internal promotions is heartening. These filled positions expand our capacity to better provide support and coaching assistance to MWA faculty.

- ***Division-wide Orientations for Parents*** - We held divisional orientations for parents within the first couple of weeks of school. This was an opportunity to meet staff and review policies and expectations. Both were pretty well attended with the middle school drawing more parents. It is an opportunity to see who the teachers are and review expectations such as the dress code.
- ***Back to School Night*** - During the last week of August, we held Back to School events for both middle and upper school families. We changed the format this year and started with grade level presentations followed by an “open house”, where families were invited to move around campus freely to see the classrooms they wanted to see at their own pace. This event was well-attended on both nights (middle school event on one night and the upper school event on the next night). Parents asked great questions, were engaged, and appreciated being able to meet their child’s teachers and advisors.
- ***Leadership Summit with Instruction Partners (IP)*** - The Instructional Leadership Team and other teacher leaders participated in a 2-day (2 hours each day) summit with IP to discuss and calibrate on coaching protocols and objectives. We were able to observe a coaching conversation conducted by IP staff members to give us an opportunity to practice some of the key elements necessary to help us meet our goals of having growth in the area of the use of more standards-aligned curriculum, use of standards-aligned daily instruction learning objectives, and increasing rigor across all classes (with a targeted focus on English and math).

We are also in our WASC (*Western Association of Schools and Colleges*) accreditation renewal process. Accreditations are for six years. We last went through our renewal process in March of 2019, approximately one week before all schools closed due to the pandemic. Within the last two to three years, we formally combined our three WASC goals with the LCAP (*Local Control Accountability Plan*). We continue to align, as much as we can, WASC and LCAP goals. The self-study visit will occur in the spring of 2026. The timing works well to engage in a comprehensive self-reflection process.

I am also excited about the work we are doing to evolve (not pivot) our MWA model, adding programming and hands-on opportunities related to exposure to various careers to our already strong and proven college-prepatatory model. I think this evolution comes at the right time for MWA as we are seeing that increasingly, students need more than just a college degree or vocational certificate to land jobs that can lead to upward mobility and continued opportunities for professional growth. .

Our state testing results show a net improvement overall, and we see that our students with disabilities and English Learners subgroups achieved at lower rates than their peers on the various assessments. We remain on Differentiated Assistance (provided by the Santa Clara County Office of Education) due to our performance on the state dashboard. Some of the learnings have been valuable in shifts we have made.

One adjustment we made is adding Instructional Aides for 5th-6th Grade. This year, we are trying out a new approach to accelerate more of our 5th and 6th graders to catch up. The vision for this is having more capacity to differentiate and support students within or just outside the classroom in helping them with work and with academic skill building and support. We hire four people - 2 per grade level. All four positions are filled. Moving forward, this could also be a good pipeline for new teachers.

APPENDICES

WASC/LCAP/"Big Rocks" Glossary

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

Big Rocks for 2025-26

1. Support a successful WASC re-accreditation process.
2. Strengthen instructional practices through coaching, particularly math and English.
3. Focus on improving academic outcomes and support for vulnerable student populations.
4. Supporting and seeing material progress on strategic plan initiative - increasing career exposure opportunities for MWA students.

"Big Rock" Updates

Big Rock #1:

Support a successful WASC re-accreditation process.

Work with Bryann and leaders across the school to support completing critical milestones required for us in order to make sure we are as prepared as possible for a successful WASC accreditation renewal process this year.

UPDATES:

Bryann is leading efforts to collect and coordinate self-study documentation. Regular meetings occur to begin seeking constituent feedback.

WASC Accreditation Renewal: Visiting team is campus April 12-15, 2026.

Big Rock #2:

Strengthen instructional practices through coaching, particularly math and English.

Through the use of standardized coaching protocols and tools, participate, discuss, and support instructional leaders and teacher leaders towards progress on more targeted, curricular-aligned, engaging, and effective Tier 1 core instruction, particularly in math and English classes.

UPDATES:

- I met two times over the summer and two times in the fall with Instruction Partners (IP) leaders to discuss our approach to the 2025-26 school year.
- I participated in a MWA leadership summit to discuss and calibrate on goals for the year.
- IP will be here in person on Sept. 9-11 to observe and gather baseline information and meet with MWA instructional leaders and teacher leaders to debrief and discuss what was observed.
- Our focus through coaching and lesson plan review continues to be strengthening instructional practices and rigor through pacing, standards-based instruction, questions that get at rigor, and Professional Learning Communities (PLCs) for math and ELA.

Big Rock #3:

Focus on improving academic outcomes and support for vulnerable student populations.

Our annual state assessment data points to a need to focus on some of our critical subgroup of learners. The goal will be to see progress and material student achievement growth for students in these subgroups.

UPDATES:

- I have invited our new Dir. of SPED, Tyler, to join our instructional leadership team meetings to both offer insight but also to learn more about our instructional approaches that have implications for some of our subgroup of learners.
- Tyler has participated in the Summit and subsequent meetings with Instruction Partners so he is informed about our approach to instructional coaching.

Big Rock #4:

Supporting and seeing material progress on strategic plan initiative - increasing career exposure opportunities for MWA students.

Work with our "Portraits of a Graduate" group (select teachers, teacher leaders, and staff) to further discuss piloting various approaches to opening up more career exposure opportunities for students.

UPDATES:

- I worked with Dr. Spencer-Brown (Dir. Of CCC) on purchasing a career development curriculum that she recommended could be good to use with our students. We agreed to pilot it this year with 8th graders.
- Through work on a Steering Committee composed of MWA and MWEF community members, we are discussing and getting feedback on the way we will approach this work over the next 2-3 years.
- Ms. Martinez met with the PoG group this fall to discuss and further agree on the PoG framework.
- I shared information with MWA parents at the parent/student re-orientation meetings showing what: 1) all MWA students receive, 2) have to opt in to, & 3) will be in a more competitive process for support.
- In addition to regular updates and discussions with the MWA Board, they will also be looking to further engage the larger MWA community about the PoG framework and goals for the year.

Other Responsibilities/Activities

Role	Entity	Activity	Meeting Frequency
<i>NCS Board Past Pres.</i>	North Coast Section (NCS)	Interscholastic athletics – rules, policies, & championships in the northern coastal counties.	7 Board & Exec. Mtgs.
<i>CIF Executive Committee Member</i>	CA Interscholastic Federation (CIF)	Interscholastic athletics – rules, policies, & championships for CA	7 Board & Exec. Mtgs
<i>Nominating Committee Member</i>	CIF Executive Committee	Discuss and vote on nominees to serve on the Exec. Committee.	1x
<i>NCS Delegate</i>	CIF Federated Council	Formal board representing all 10 sections of CIF.	3 Mtgs.
<i>CIF Special Committee</i>	CIF	TBD	TBD
<i>5C Board President</i>	Contra Costa County Charter Coalition (5C)	Expand the membership of 5C, support schools going through renewal, and host charter leader convenings.	1:1 mtgs w/ ED & 7 Board mtgs.

Additional Leadership and Governance Responsibility Updates

<i>NCS</i>	First meeting later this month. Related to NCS and CIF duties, I spoke at the “<u>Fall Sports Talk</u>” with MWA parents of /students participating in the fall season sports - cross-country (co-ed) and girls’ softball. The focus for my brief talk was about sportsmanship and the role education-based athletics plays in teaching valuable life lessons and creating positive and healthy communities for students.
<i>CIF</i>	The first <u>executive committee meeting</u> of the year was held last month. We reviewed financials (largely came in at budget for the year last year). The first Federated Council meeting will be held in southern California in October.
<i>5C</i>	The <u>5C Board</u> discussed ways to put forward and approve a balanced budget for the current fiscal year. We also discussed what it means for membership to increase by 100% or so, welcoming in about 6 more schools.

Coversheet

Q&A on Chief Operating Officer Report (COO)

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



Board Report

Chief Operating Officer

September 2025

Elizabeth Martinez

Chief Operating Officer

It's been a full and energizing August! This has been one of the strongest and smoothest starts we've had in quite some time. In our school walkthroughs, we have heard from many staff that this year has felt different, better, happier. We saw consistency in classrooms, smiling students and smiling adults, which is everything we want for this community.

Our school leaders delivered an impactful and thoughtful week of PD, setting the tone for a purposeful and connected year ahead. Welcoming back over 1,000 students across our campus has brought so much energy and promise.

As you know, preparing for a new school year takes tremendous coordination and behind-the-scenes work across every team. A big thank you to Below are just a few highlights of what we tackled this summer to set us up for success.

Hiring Overview

This year we experienced one of the strongest and smoothest starts to school in recent memory. Our overall retention rate for 2025-26 increased by more than 20% compared to last year, and we entered the school year with significantly fewer vacancies than in prior years.

- At the start of school, only two full-time general education teaching positions (both in Upper School math) remained vacant.
- In contrast, last year we opened the school with 12+ teacher vacancies and multiple leadership vacancies.
- This year the only leadership vacancy of note is the Upper School Division Director, currently being covered by Alton.

A full breakdown of the vacancies can be found in the appendix. I just met with People Operations to start brainstorming changes/updates to our next recruitment cycle which kicks off in December .



This year, two initiatives are taking centre stage:

- **Strategic Plan Development:** after a year of exploration, input gathering, and initial brainstorming we are ready to engage the broader community in finalizing our next steps. An update will be provided during the board meeting.
- **WASC Accreditation Visit:** we are in year 6 of our current accreditation and gearing up for our renewal. On the next page you will find a refresher of the process.

We have so much work to do but this year we are doing it with so much joy!

September 2025

WASC and LCAP Refresher

Bryann Fitzpatrick

Making Waves Academy (MWA) is currently in the second year of its three-year Local Control and Accountability Plan (LCAP) cycle and the final year of its six-year WASC (Western Association of Schools and Colleges) accreditation cycle. Following our last WASC self-study, we identified three schoolwide goals, which also became the foundation of our current LCAP:

- **Goal 1: Support for All Learners**
- **Goal 2: College and Career Readiness**
- **Goal 3: Diversity, Equity, and Inclusion.**

MWA has been invited to participate in the **WASC Re-Imagined pilot**, which is testing a redesigned approach to the accreditation process. Under this updated model, the WASC self-study report will consist of four chapters:

1. School Developments and Action Plan Progress
2. Data Analysis
3. WASC Standards
4. Action Plan.

Chapter 4 will consolidate the information, reflections, and feedback gathered throughout the self-study into our new six-year action plan. This action plan will directly inform the creation of MWA's next LCAP cycle, which begins in the **2027–28 school year**.

To ensure a collaborative and inclusive process, MWA has structured its self-study around a series of **feedback loop cycles** that engage the entire school community. The community has been organized into three broad **Engagement Groups**: **students**, **staff**, and **community members**. Feedback is being collected across the three WASC Standards in Chapter 3: **Category A: Vision, Leadership, Resources, and Professional Learning**; **Category B: Curriculum, Teaching and Learning, and Assessment**; and **Category C: School Culture and Student Support**.

Each standard is led by designated school leaders who develop targeted discussion questions, guide conversations, and collect meaningful feedback from their assigned groups. Additionally, each **Engagement Group** has its own leader responsible for coordinating outreach, facilitating participation, and ensuring that the voices within their group are meaningfully represented throughout the process.

The feedback loops will take place throughout the Fall 2025 semester and are supported by additional Data Dives facilitated by the MWA Data Team. These sessions help staff analyze academic trends and identify strengths and areas for growth. Data Dives are a standard practice for MWA and will continue even after the feedback loop process concludes, supporting both current and future planning efforts.

Once the feedback loops are complete, MWA will host a community-wide event on the evening of **December 8, 2025**. This gathering will bring together students, staff, families, and community members for deeper, cross-group conversations about the findings from the feedback cycles and collaborative reflection on MWA's

September 2025

future priorities. The MWA Board is invited to attend this event; however, attendance will be limited to a maximum of **4 members** to avoid reaching a quorum.

Drafts of the WASC Self-Study will be shared with the Board this fall:

- **Chapters 1 (School Developments) and 2 (Data Analysis)** will be presented during the **CIRAC/WASC meeting on 10/15/25.**
- Following the conclusion of the feedback loops, **Chapter 3 (WASC Standards) and Chapter 4 (Action Plan)** will be shared in the **December board meeting on 12/15/25.**
- **The final draft** will be shared with the board as a whole in the **January board meeting on 1/26/26.** The completed report will be submitted to the visiting committee no later than six weeks before the scheduled visit.

Throughout the self-study process, MWA will collect evidence demonstrating our practices, programs, and outcomes for review by the visiting committee. The **WASC Evidence Collection Guide** below provides detailed instructions on identifying, describing, and submitting relevant materials through the [WASC Submission Form](#). Board members are welcome to contribute questions or insights accompanied by supporting evidence through this form.

Details on leadership roles and responsibilities are provided in the attached sheet, and a full schedule of the feedback loops is included in the ★ **WASC Feedback Loop Schedule**. This work will culminate in MWA's WASC accreditation visit, scheduled for **April 13–15, 2026.**

September 2025

APPENDIX A

Current Hiring Status Overview (as of August 2025)

Upper School Faculty Hiring

Confirmed Vacancies: 3

- US Math (Algebra I) – currently filled by Agency LTS
- US Math (Algebra I & II) – currently filled by Agency LTS
- Online Learning Coach

The Instructional Coach and Lead Teacher for Math are pushing in heavily to support these classrooms. Additionally, these courses were placed on Edmentum vs. APEX because Edmentum features instruction from a virtual teacher.

Special Education Hiring

Confirmed Vacancies: 2

- SPED Resource Teacher (2 positions – one currently covered by Agency LTS)
- Manager of Special Education

SPED remains the most competitive and difficult-to-fill area in the Bay Area teacher market. The new Director of SPED is supporting the team heavily to maintain compliance and provide quality support to our students with IEPs.

Middle School Faculty Hiring

Confirmed Vacancies: 1

- Technology

Anticipated Challenges: Technology and specialized subject vacancies remain difficult to fill due to credentialing requirements and limited candidate pools.

The 5th/6th grade team is putting an intervention course in the place of Technology focusing on literacy.

Non-Instructional Hiring – ON HOLD

Central Office Leadership (2)

- Director of Operations and Safety*
 - This has been covered through the hiring of an Interim Facilities Supervisor and restructuring of the Operations team.
- Senior Director of Finance*
 - We hired a part-time fractional CFO to support our Controller and AP Specialist.

****We will likely not fill these roles pending an evaluation of the current structure in October.***

School-Site Leadership (2)

- Head of School
- Division Director (Upper School)

Alton is covering the duties that would have fallen on the US Director and Head of School.

Staff Vacancies (1)

- Campus Supervisor

Current Open Non-Instructional Roles: 5 total

Coversheet

Q&A on Written Finance Report

Section:	II. Standing Reports
Item:	F. Q&A on Written Finance Report
Purpose:	Discuss
Submitted by:	
Related Material:	MWA FAC September Packet_090525 (1).pdf



Making Waves Academy

Finance Advisory Committee Meeting

Date and Time

Wednesday September 3, 2025 at 10:00 AM PDT

Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/82344244988?pwd=NXJQc0lvNDhZVjlEaGVaOEZBaDg1QT09>

Passcode: 933369

Or One tap mobile :

US: [+16694449171](tel:+16694449171),,82344244988#,,, *933369# or [+16699006833](tel:+16699006833),,82344244988#,,, *933369#

Or Telephone:

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

US: [+1 669 444 9171](tel:+16694449171) or [+1 669 900 6833](tel:+16699006833) or [+1 253 215 8782](tel:+12532158782) or [+1 346 248 7799](tel:+13462487799) or [+1 646 931 3860](tel:+16469313860) or [+1 929 436 2866](tel:+19294362866) or [+1 301 715 8592](tel:+13017158592) or [+1 312 626 6799](tel:+13126266799) or [+1 386 347 5053](tel:+13863475053) or [+1 564 217 2000](tel:+15642172000)

Webinar ID: 823 4424 4988

Passcode: 933369

International numbers available: <https://mwacademy.zoom.us/j/82344244988?pwd=NXJQc0lvNDhZVjlEaGVaOEZBaDg1QT09>

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.

Agenda

	Purpose	Presenter	Time
I. Opening Items			10:00 AM
A. Record Attendance			1 m
B. Call the Meeting to Order		Alicia Malet Klein	1 m
C. Public Comment		Alicia Malet Klein	6 m
II. Finance			10:08 AM
A. Introduction to Fractional CFO - Mindy Manzo	FYI	Elizabeth Martinez	5 m
B. Finance Department Updates	FYI	Elizabeth Martinez	10 m
COO, Elizabeth Martinez provides general updates regarding the Finance Department.			
C. FY25 FAC Meeting Calendar	Discuss	Elizabeth Martinez	5 m
D. FY24 Unaudited Actuals	Discuss	Elizabeth Martinez	10 m
III. Other Business			
IV. Closing Items			
A. Adjourn Meeting	Vote		



Executive Summary for FY 2024-25 Unaudited Actuals Report

September 2nd, 2025

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

- Government Revenues were **above budget** by **\$115,071 (0.6%)**.
 - Primarily due to higher state lottery, SPED, and categorical funds.
- Investment Income was **below budget** by **\$62,502 (16%)**.
 - Return was reduced based on current economic rates.
- Donations (non-JRSF) were **slightly above budget** by **\$2,398 (0.25%)**.
- JRSF Contributions were **under budget** by **\$1,122,580 (25%)**.
 - Reflecting reduced contributions in alignment with updated FY'25 spending projections.

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

- Total Expenses were **\$1,123,404 (4%) under budget**.
 - MWA "School" Expenses were **under budget** by **\$1,157,458 (4%)**.
 - Primarily due to staffing vacancies, reduced benefit costs, and lower supply purchases.
 - Central Office Expenses were **over budget** by **\$34,054 (1%)**.
 - Mainly due to higher contracted service expenditures.

Net Income/Loss

- The organization achieved a **net income of \$139,846** for FY'25.

Key Overview for the FY'25 Unaudited Actuals

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

1. Government Revenues

- Additional revenues were received from state lottery and SPED allocations due to higher funding rates.
- Greater utilization of one-time categorical funding through eligible expense matching.

2. Personnel Expense

- Underspensing resulted from vacant and suspended recruitment positions for: 2 Teachers, 3 On-Site Substitutes, and 8 Non-Teaching staff.
- Corresponding reductions in statutory & health benefit costs from vacant positions.
- Lower spending on stipends.

3. Supplies

- Reduced costs for textbooks, instructional materials, furniture, and equipment.
- Contingency savings.

4. **Contracted Services**

- Savings realized in:
 - i. Building maintenance
 - ii. IT services
 - iii. Professional development and travel
- Higher costs incurred for:
 - i. Special Education Services
 - ii. Substitute teacher contracts
 - iii. Utilities, including true-up bills and the middle school gym's solar panel outage

Detailed Summary of Changes (FY'25 2nd Interim Budget to the FY'25 Unaudited Actual)

MWA – “SCHOOL” EXPENDITURES: TOTAL CHANGES – Under Budget BY \$1,157,458 (-4%)

- I. **Salaries and Benefits – Under Budget by \$1,123,193 (-7%)**
 - Vacant and suspended positions reduced salary expenditures.
 - Lower CalSTRS and 403(b) retirement contributions associated with unfilled positions.
 - Reduced health insurance and other benefit costs.
 - Lower spending on stipends.
- II. **Supplies – Under Budget by \$93,964 (-8%)**
 - Lower costs for core curricula and instructional materials.
 - Equipment purchases came in below budgeted amounts.
 - Contingency savings.
- III. **Contracted Services – Over Budget by \$59,699 (+1%)**
 - Lower costs for conferences, travel, building maintenance, psychological services, study trips, IT contracts, and internet services (including an E-rate credit).
 - Higher costs for substitute teacher contracts, utilities, oversight fees, and Special Education consulting and contracted services.

CENTRAL OFFICE EXPENDITURES: TOTAL CHANGES – Over Budget BY \$34,054 (+1%)

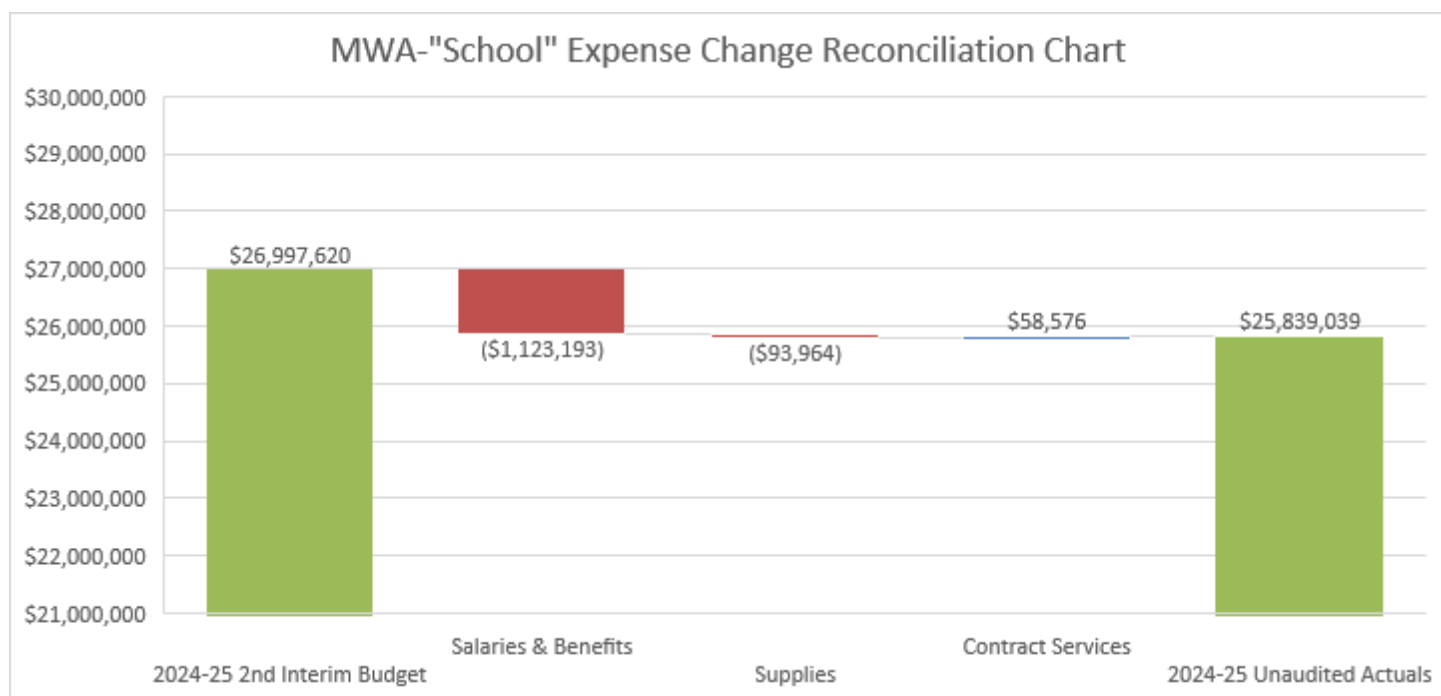
- I. **Salaries and Benefits – Under Budget by \$24,059 (-1%)**
 - Lower accrued PTO liabilities due to staff separations and increased PTO usage.
 - Partially offset by higher costs for temporary HR coverage stipends.
- II. **Supplies – Under Budget by \$14,236 (-57%)**
 - Lower spending on office supplies.
 - Reduced reliance on contingency funds.
- III. **Contracted Services – Over Budget by \$72,349 (-7%)**
 - Lower costs for professional development, IT systems, student information services, and related travel.
 - Higher costs for legal services, Talent team contracted support, facilities improvements (window replacement and film installation), and consulting services.

Appendix A – Summary Financials

FY'25 Unaudited Actuals Summary Financials for MWA – “School”

MWA – “School” – Compare FY'25 Unaudited Actuals to FY'25 2nd Interim Budget

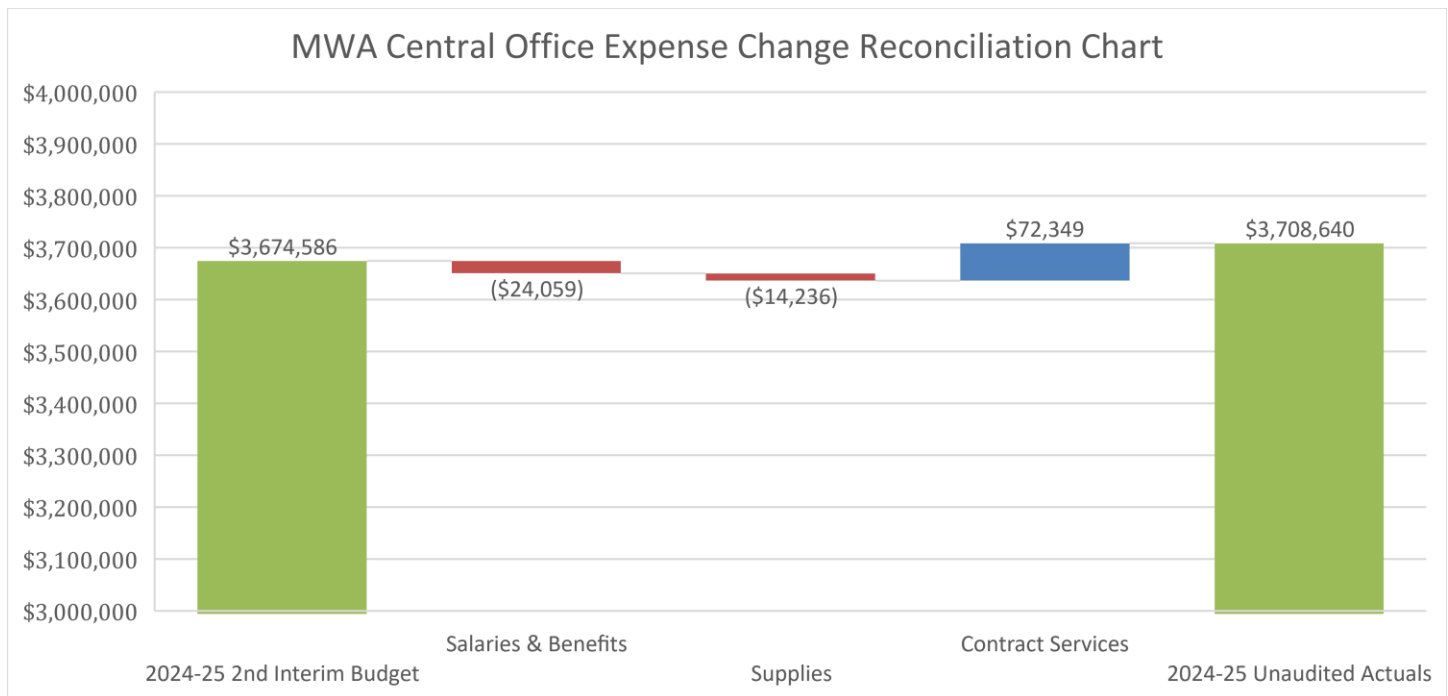
Descriptions	2024-25 2 nd Interim Budget	2024-245 Unaudited Actuals	\$ Variance	% Variance
Revenues				
Government	\$20,063,281	\$20,178,352	\$115,071	0.6%
Investment	\$453,000	\$390,498	-\$62,502	-16%
Donation	\$965,000	\$967,398	\$2,398	0.25%
JRSF	\$5,566,339	\$4,443,759	-\$1,122,580	-25%
Total Revenues	\$27,047,620	\$25,980,008	-\$1,067,612	-4%
Expenses				
Salaries/Benefits	\$15,404,410	\$14,281,217	-\$1,123,193	-7%
Supplies	\$1,238,688	\$1,144,724	-\$93,964	-8%
Contracted Services	\$10,354,522	\$10,414,221	\$58,576	1%
Total Expenses	\$26,997,620	\$25,840,162	-\$1,157,458	-4%
Revenues – Government per ADA	\$19,620	\$20,010	\$390	2%
Expenses – Cost per Student (Exclude CO Fees)	\$23,697	\$22,622	-\$1,075	-5%



FY'25 Unaudited Actuals Summary Financials for MWA Central Office

MWA Central Office – Compare FY'25 Unaudited Actuals to FY'25 2nd Interim Budget

Location	2024-25 2 nd Interim Budget	2024-25 Unaudited Actuals	\$ Variance	% Variance
Revenues				
JRSF	\$2,222,186	\$2,256,240	\$34,054	2%
Central Office (Shared Services Allocation)	\$1,452,400	\$1,452,400	\$0	0%
Total Revenues	\$3,674,586	\$3,708,640	\$34,054	1%
Expenses				
Salaries/Benefits	\$2,536,905	\$2,512,846	-\$24,059	-1%
Supplies	\$24,800	\$10,564	-\$14,236	-57%
Contracted Services	\$1,112,881	\$1,185,230	\$72,349	7%
Total Expenses	\$3,674,586	\$3,708,640	\$34,054	1%



**Making Waves Academy
Budget FY2025**

**MWA - "School"
Unaudited Actuals**

	A	B	F	H	K	L	M
					Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)		
2	Acct #	Account/Title	Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)		% Variance (A) vs. (C)	Notes
3		Income					
4	8011	State Aid - General Apportionment	7,102,658	8,779,341	(1,676,683)	-19%	
5	8012	Education Protection Account Entitlement	3,566,484	2,022,780	1,543,704	76%	Received more EPA Entitlement which proportionally offset State Aid revenue.
6	8096	In Lieu of Property Taxes	3,991,278	3,777,067	214,211	6%	
7	8181	Federal - Special Education	179,530	141,512	38,018	27%	Funding rate increase
9	8220	Federal - Child Nutrition Programs	240,532	277,263	(36,731)	-13%	Less students taking school lunch than anticipated
10	8230	Federal - American Rescue Plan - Homeless Children and Youth II	1,567	1,567	-	0%	
11	8263	Federal - Elementary and Secondary School Relief III (ESSER III)	54,440	54,440	-	0%	
12	8290	Federal Title I - Basic Grant	381,346	384,518	(3,172)	-1%	
13	8295	Federal Title II - Teacher and Principal Training	47,988	51,489	(3,501)	-7%	
14	8296	Federal Title III - LEP	38,048	40,601	(2,553)	-6%	
15	8297	Federal Title IV - Part A - Student Support	30,885	24,000	6,885	29%	
16	8299	Federal - Other Revenue	8,313	-	8,313		
17	8311	State - Special Education	935,349	906,576	28,773	3%	Funding rate increase
18	8312	State - Special Education - Level 1 Mental Health Funding	123,772	-	123,772		
19	8313	State - Special Education - Level 2 Mental Health Funding	-	53,300	(53,300)	-100%	We received Special Ed. Level 1 instead Level 2 and Level 3
20	8314	State - Special Education - Level 3 Mental Health Funding	-	43,000	(43,000)	-100%	
21	8319	State - Other Revenue - Prior Years	47,346	15,070	32,276	214%	
22	8520	State - Child Nutrition Programs	145,365	164,356	(18,991)	-12%	
23	8521	State - Kitchen Infrastructure & Training funds	14,829	40,000	(25,171)	-63%	Not enough expenses to offset restricted grant
25	8526	State - Expanded Learning Opportunities Program	336,538	332,310	4,228	1%	
26	8527	State - Educator Effectiveness	155,335	155,335	-	0%	
27	8528	State - A-G Completion Improvement Grant	23,191	20,000	3,191	16%	
29	8531	State - Arts, Music, and Instructional Materials Discretionary Block Grant	312,247	312,247	-	0%	
30	8532	State - Learning Recovery Emergency Block Grant	149,109	200,000	(50,891)	-25%	Not enough expenses to offset restricted grant
31	8545	State - School Facilities	1,395,400	1,451,796	(56,396)	-4%	Accrued revenue according to initial approve grant letter, waiting for true-up amount
32	8550	State - Mandate Block Grant	37,854	38,269	(415)	-1%	
33	8560	State Lottery	303,737	275,948	27,789	10%	Received more Lottery revenue than budgeted

**Making Waves Academy
Budget FY2025**

**MWA - "School"
Unaudited Actuals**

	A	B	F	H	K	L	M
					Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)		
2	Acct #	Account/Title	Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)		% Variance (A) vs. (C)	Notes
35	8596	State - Prop 28 Arts & Music in Schools (AMS) funding	237,820	197,847	39,973	20%	Able to use more restricted grant deferred from prior year
36	8621	Local - Parcel Taxes	317,391	302,649	14,742	5%	
39	8811	Interest Income	390,498	453,000	(62,502)	-14%	Lower principal invested led to lower yield on interest income
40	8980	Contributions - Unrestricted	940,685	925,000	15,685	2%	
41	8981	John Regina Scully (JRS)	4,443,759	5,566,339	(1,122,580)	-20%	Reduced JRSF request accordingly from projected expenses
42	8986	School Supply Fund Donations	1,704	6,000	(4,296)	-72%	
43	8988	In-Kind Donations	10	9,000	(8,990)	-100%	
44	8990	Contributions - Restricted	25,000	25,000	-	0%	
46		Total Income	25,980,008	27,047,620	(1,067,612)	-4%	
47							
48							
49							
50							
51							

**Making Waves Academy
Budget FY2025**

**MWA - "School"
Unaudited Actuals**

	A	B	F	H	K	L	M
	Acct #	Account/Title	Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)	Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
52		Expenses					
53	1100	Teacher Salaries	4,249,990	4,578,169	(328,179)	-7%	Variance from the following: • SPED Teacher vacancy: -\$16K • Stop recruitment for MS Teacher: -\$26K • Summer Stipends: -\$39K • Club Stipends: -\$8K • Extra Work Sub Coverage Stipend: -\$56K • Savings from staff on medical leave, termination, onboarded later than budgeted, and resignation with the remaining of the year budgeted: -\$183K
54	1103	Substitute Teacher Salaries	238,244	328,834	(90,590)	-28%	• 3 On-Site Subs vacancies: -\$60K • Planning & Grading Stipend: -\$5K • Savings from staff onboarded later than budgeted and resignation: -\$25.6K
55	1200	Certificated Pupil Support	763,310	738,933	24,377	3%	Extra Work coverage for the College and Career Counseling department
56	1300	Certificated Supervisor & Administrator Salaries	1,267,012	1,273,306	(6,294)	0%	
57	1409	Certificated Special Temporary COLA Bonus	1,425,000	1,463,500	(38,500)	-3%	Variance from vacancies
58	1900	Certificated Other Salaries	75,670	135,055	(59,385)	-44%	Savings from: • ELD Coordinator vacancy: -\$18K • Manager of SPED vacancy: -\$21K • Onboarded Director of SPED later than what was budgeted: -\$20K
59	2100	Classified Instructional Aide Salaries	595,389	641,403	(46,014)	-7%	Variance from the following: • 2 SPED Instructional Aides were terminated and will not be filled: -\$15K • SPED Instructional Aide worked less hours than budgeted: -\$21K • Expanded Learning Tutor vacancy: -\$10K
60	2200	Classified Support Staff Salaries	1,017,990	1,021,657	(3,667)	0%	
61	2300	Classified Supervisor & Administrator Salaries	363,729	418,711	(54,982)	-13%	Variance from the following vacancies: • Stop recruitment for Manager of Campus Operations & Safety vacancy: -\$21K • Stop recruitment for Director Operations vacancy: -\$31K • Extra work stipends: -\$3K
62	2400	Classified Clerical and Office Salaries	700,507	712,369	(11,862)	-2%	
63	2900	Classified Other Salaries	265,182	302,598	(37,416)	-12%	Savings from Seasonal Coach stipends
64		Total Salaries	10,962,023	11,614,535	(652,512)	-6%	

**Making Waves Academy
Budget FY2025**

**MWA - "School"
Unaudited Actuals**

	A	B	F	H	K	L	M
					Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)	
2	Acct #	Account/Title	Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)			Notes
65	3101	Certificated STRS	1,142,149	1,314,329	(172,180)	-13%	
66	3301	Certificated Social Security/Medicare	380,741	420,961	(40,220)	-10%	Variance from vacancies and stipends
67	3401	Certificated Health & Welfare Benefits	1,559,492	1,710,264	(150,772)	-9%	Variance from vacancies
68	3501	Certificated Unemployment Insurance	17,802	17,742	60	0%	
69	3601	Certificated Workers Comp Insurance	148,570	150,993	(2,423)	-2%	
70	3701	Certificated Retirement Match	45,053	113,495	(68,442)	-60%	Not all employees taking advantage of 403(B) matching program
71	3999	Accrued Paid Time Off	25,387	62,091	(36,704)	-59%	Variance due to employee terminations and employees taking more vacation time during the year
72		Total Benefits	3,319,194	3,789,875	(470,681)	-12%	
73		Total Salaries & Benefits	14,281,217	15,404,410	(1,123,193)	-7%	
74							
75	4100	Approved Textbooks and Core Curricula Materials	194,301	211,635	(17,334)	-8%	
76	4200	Books and Other Reference Materials	2,357	2,700	(343)	-13%	
77	4315	Custodial Supplies	70,204	67,000	3,204	5%	
78	4325	Instructional Materials & Supplies	312,447	350,193	(37,746)	-11%	Less supplies purchased for the school year than anticipated
79	4330	Office Supplies	1,646	1,800	(154)	-9%	
80	4410	Furniture, Equipment & Supplies (non-capitalized)	62,522	86,500	(23,978)	-28%	Savings from: Vape sensor & cable installation: -\$6K Replacement furniture: -\$14K Additional cameras: -\$4K
81	4420	Computers and IT Supplies (non-capitalized)	192,242	185,910	6,332	3%	
82	4710	Student Food Services	308,934	317,000	(8,066)	-3%	
83	4910	Emergency Supplies	71	3,950	(3,879)	-98%	
84	4990	Contingency	-	12,000	(12,000)	-100%	
85		Total Supplies	1,144,724	1,238,688	(93,964)	-8%	
86	5210	Conference Fees	102,243	93,250	8,993	10%	
87	5215	Travel - Mileage, Parking, Tolls	3,002	7,925	(4,923)	-62%	
88	5220	Travel - Airfare & Lodging	22,295	29,225	(6,930)	-24%	
89	5225	Travel - Meals & Entertainment	3,040	16,750	(13,710)	-82%	
90	5305	Professional Dues & Memberships	7,435	18,800	(11,365)	-60%	
91	5421	General Liability Insurance	504,754	505,462	(708)	0%	
92	5510	Utilities - Gas and Electric	559,983	497,500	62,483	13%	True-up bill for US building and MS Gym's solar panels out of commission
93	5515	Janitorial & Gardening Services	642,392	643,000	(608)	0%	
94	5525	Utilities - Waste	69,390	71,000	(1,610)	-2%	
95	5530	Utilities - Water	92,968	83,000	9,968	12%	
96	5605	Equipment Leases and Rentals	126,158	120,000	6,158	5%	
97	5610	Occupancy Rent	1,932,876	1,932,880	(4)	0%	

**Making Waves Academy
Budget FY2025**

**MWA - "School"
Unaudited Actuals**

	A	B	F	H	K	L	M
2	Acct #	Account/Title	Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)	Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)	Notes
98	5612	Additional Facilities Use Fees	9,503	19,000	(9,497)	-50%	
99	5615	Repairs and Maintenance - Building	54,324	142,000	(87,676)	-62%	Less building maintenance needed than anticipated
100	5617	Repairs and Maintenance - Non-computer Equipment	140	2,300	(2,160)	-94%	
101	5618	Repairs & Maintenance - Auto	12,921	22,000	(9,079)	-41%	
105	5806	County Oversight Fees	146,604	145,240	1,364	1%	
106	5810	Contracted Services	743,752	726,116	17,636	2%	
107	5810.001	Food Service Administration	-	1,000	(1,000)	-100%	
109	5810.003	Student Transportation	214,351	232,000	(17,649)	-8%	
110	5810.004	Intervention & Consultation	-	-	-		
111	5810.005	Psychological Services	60,000	100,000	(40,000)	-40%	Savings from changing service model of psychological services
112	5810.006	Substitute Teachers	1,235,861	1,100,000	135,861	12%	Contract Services for substitute teachers due to teacher shortages
114	5810.008	Information Technology	937,227	965,082	(27,855)	-3%	
116	5811	Student Exam Fees	17,678	17,000	678	4%	
119	5821	Printing and Reproduction	25,042	36,750	(11,708)	-32%	
120	5840	Entrance, Admission, & Ticket Fees (not staff conference)	48,887	59,300	(10,413)	-18%	
122	5851	Continuing Education Support	-	-	-		
124	5897	Special Ed Contract Services	1,256,189	1,115,942	140,247	13%	Consulting and contract services for SPED
125	5898	Use Tax	-	1,000	(1,000)	-100%	
126	5905	Company Cell Phones	44,489	35,200	9,289	26%	
127	5910	Internet and Wifi	52,093	120,600	(68,507)	-57%	eRate credit received
128	5915	Postage and Delivery	7,355	16,000	(8,645)	-54%	
129	5920	Landlines and Office Based Phones	10,668	7,800	2,868	37%	
131	6900	Depreciation and Amortization	18,201	19,000	(799)	-4%	
132	INCO.EXP 5895	Central Office (Shared Services Allocation)	1,452,400	1,452,400	-	0%	
133		Total Contract Services	10,414,221	10,354,522	59,699	1%	
134							
135		Total Salaries & Benefits	14,281,217	15,404,410	(1,123,193)	-7%	
136		Total Supplies	1,144,724	1,238,688	(93,964)	-8%	
137		Total Contract Services	10,414,221	10,354,522	59,699	1%	
138		Total Expenses	25,840,162	26,997,620	(1,157,458)	-4%	
139							
156							
157		Net Income	139,846	50,000			

**Making Waves Academy
Budget FY2025**

**MWA Central Office
Unaudited Actuals**

	A	B	F	H	K	L	M
					Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)	
2	Account #	Account Title	Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)			Notes
3		Income					
32	8981	John Regina Scully (JRS)	2,256,240	2,222,186	34,054	2%	
36	INCO.INC	Central Office (Revenue from Shared Services Allocation)	1,452,400	1,452,400	-	0%	
37		Total Income	3,708,640	3,674,586	34,054	1%	
38							
42							
43		Expenses					
48	1409	Certificated Special Temporary COLA Bonus	143,000	149,500	(6,500)	-4%	
52	2300	Classified Supervisor & Administrator Salaries	1,434,579	1,434,081	498	0%	
53	2400	Classified Clerical and Office Salaries	351,607	331,255	20,352	6%	Extra work stipends for HR coverage
55		Total Salaries	1,929,186	1,914,836	14,350	1%	
56	3101	Certificated STRS	66,405	66,157	248	0%	
57	3301	Certificated Social Security/Medicare	115,835	116,424	(589)	-1%	
58	3401	Certificated Health & Welfare Benefits	306,730	308,093	(1,363)	0%	
59	3501	Certificated Unemployment Insurance	4,621	4,620	1	0%	
60	3601	Certificated Workers Comp Insurance	28,177	24,892	3,285	13%	
61	3701	Certificated Retirement Match	57,662	51,960	5,702	11%	
62	3999	Accrued Paid Time Off	4,230	49,923	(45,693)	-92%	Variance due to employee terminations and employees taking more vacation time during the year
63		Total Benefits	583,660	622,069	(38,409)	-6%	
64		Total Salaries & Benefits	2,512,846	2,536,905	(24,059)	-1%	
65							

**Making Waves Academy
Budget FY2025**

**MWA Central Office
Unaudited Actuals**

	A	B	F	H	K	L	M
			Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)	Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)	
2	Account #	Account Title					Notes
67	4200	Books and Other Reference Materials	-	1,400	(1,400)	-100%	
70	4330	Office Supplies	6,103	7,700	(1,597)	-21%	
71	4390	Other Food	-	-	-		
72	4410	Furniture, Equipment & Supplies (non-capitalized)	-	1,000	(1,000)	-100%	
73	4420	Computers and IT Supplies (non-capitalized)	4,461	10,200	(5,739)	-56%	
76	4990	Contingency	-	4,500	(4,500)	-100%	
77		Total Supplies	10,564	24,800	(14,236)	-57%	
78	5210	Conference Fees	9,146	25,500	(16,354)	-64%	
79	5215	Travel - Mileage, Parking, Tolls	714	3,675	(2,961)	-81%	
80	5220	Travel - Airfare & Lodging	9,277	9,000	277	3%	
81	5225	Travel - Meals & Entertainment	196	3,450	(3,254)	-94%	
82	5305	Professional Dues & Memberships	27,427	30,500	(3,073)	-10%	
88	5605	Equipment Leases and Rentals	4,886	5,000	(114)	-2%	
94	5803	Accounting Fees	42,105	48,390	(6,285)	-13%	
95	5804	Legal Fees	76,929	50,000	26,929	54%	Legal consulting
							Variance from the following:
	5810	Contracted Services	747,590	624,388	123,202	20%	• Contract services for Associate Chief of Staff: \$32K • Educational Resource Consultants - CTEIG application: \$12.5K • Window placement and film installation: \$21K • Talent & Recruitment consultants: \$57.5
98							Less contract services than anticipated
100	5810.002	Student Information & Assessment	50,378	84,700	(34,322)	-41%	
106	5810.008	Information Technology	63,550	79,028	(15,478)	-20%	
110	5820	Recruiting - Students	-	5,000	(5,000)	-100%	
111	5821	Printing and Reproduction	-	2,000	(2,000)	-100%	
113	5850	Staff Recruitment	39,157	51,000	(11,843)	-23%	
114	5851	Continuing Education Support	18,396	3,000	15,396	513%	Increase in staff taking advantage of student loan repayment program
115	5853	Payroll Processing Fees	62,538	64,000	(1,462)	-2%	
117	5898	Use Tax	1,312	-	1,312		
118	5905	Company Cell Phones	953	7,500	(6,547)	-87%	
120	5915	Postage and Delivery	3,694	4,750	(1,056)	-22%	
122	5992	Bank fees	26,982	12,000	14,982	125%	
125		Total Contract Services	1,185,230	1,112,881	72,349	7%	
126							

**Making Waves Academy
Budget FY2025**

**MWA Central Office
Unaudited Actuals**

	A	B	F	H	K	L	M
					Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)	
2	Account #	Account Title	Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)			Notes
127		Total Salaries & Benefits	2,512,846	2,536,905	(24,059)	-1%	
128		Total Supplies	10,564	24,800	(14,236)	-57%	
129		Total Contract Services	1,185,230	1,112,881	72,349	7%	
130		Total Expenses	3,708,640	3,674,586	34,054	1%	
131							
132		Net Income	-	-			

**Making Waves Academy
Budget FY2025**

**MWA-"School" and MWA Central Office
Unaudited Actuals**

	A	B	F	H	K	L
1		Summary				
			Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)	Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)
2	Account #	Account Title				
3		Income				
4	8011	State Aid - General Apportionment	7,102,658	8,779,341	(1,676,683)	-19%
5	8012	Education Protection Account Entitlement	3,566,484	2,022,780	1,543,704	76%
6	8096	In Lieu of Property Taxes	3,991,278	3,777,067	214,211	6%
7	8181	Federal - Special Education	179,530	141,512	38,018	27%
8	8182	Federal - Special Education - Mental Health (Lvl 3)	-	-	-	
9	8220	Federal - Child Nutrition Programs	240,532	277,263	(36,731)	-13%
10	8230	Federal - American Rescue Plan - Homeless Children and Youth II	1,567	1,567	-	0%
11	8261	Federal - Elementary and Secondary School Relief I (ESSER I)	-	-	-	
12	8262	Federal - Elementary and Secondary School Relief II (ESSER II)	-	-	-	
13	8263	Federal - Elementary and Secondary School Relief III (ESSER III)	54,440	54,440	-	0%
14	8290	Federal Title I - Basic Grant	381,346	384,518	(3,172)	-1%
15	8295	Federal Title II - Teacher and Principal Training	47,988	51,489	(3,501)	-7%
16	8296	Federal Title III - LEP	38,048	40,601	(2,553)	-6%
17	8297	Federal Title IV - Part A - Student Support	30,885	24,000	6,885	29%
18	8299	Federal - Other Revenue	8,313	-	8,313	
19	8311	State - Special Education	935,349	906,576	28,773	3%
20	8312	State - Special Education - Level 1 Mental Health Funding	123,772	-	123,772	
21	8313	State - Special Education - Level 2 Mental Health Funding	-	53,300	(53,300)	-100%
22	8314	State - Special Education - Level 3 Mental Health Funding	-	43,000	(43,000)	-100%
23	8319	State - Other Revenue - Prior Years	47,346	15,070	32,276	214%
24	8520	State - Child Nutrition Programs	145,365	164,356	(18,991)	-12%
25	8521	State - Kitchen Infrastructure & Training funds	14,829	40,000	(25,171)	-63%

**Making Waves Academy
Budget FY2025**

**MWA-"School" and MWA Central Office
Unaudited Actuals**

	A	B	F	H	K	L
			Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)	Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)
2	Account #	Account Title				
26	8525	State - Expanded Learning Opportunities Grant	-	-	-	
27	8526	State - Expanded Learning Opportunities Program	336,538	332,310	4,228	1%
28	8527	State - Educator Effectiveness	155,335	155,335	-	0%
29	8528	State - A-G Completion Improvement Grant	23,191	20,000	3,191	16%
30	8530	State - Teacher Residency Expansion Grant	-	-	-	
31	8531	State - Arts, Music, and Instructional Materials Discretionary Block Grant	312,247	312,247	-	0%
32	8532	Learning Recovery Emergency Block Grant	149,109	200,000	(50,891)	-25%
33	8545	State - School Facilities	1,395,400	1,451,796	(56,396)	-4%
34	8550	State - Mandate Block Grant	37,854	38,269	(415)	-1%
35	8560	State - Lottery	303,737	275,948	27,789	10%
36	8590	Other St Income (Arts&Music)	-	-	-	
37	8595	State - Ethnic Studies	-	-	-	
38	8592	After School Program Grant	-	-	-	
39	8596	State - Prop 28 Arts & Music in Schools (AMS) funding	237,820	197,847	39,973	20%
40	8621	Local - Parcel Taxes	317,391	302,649	14,742	5%
41	8808	Realized Gains/Losses on Investments	-	-	-	
42	8810	Dividend Income	-	-	-	
43	8811	Interest Income	390,498	453,000	(62,502)	-14%
44	8980	Contribution - Unrestricted	940,685	925,000	15,685	2%
45	8981	John Regina Scully (JRS)	6,699,999	7,788,525	(1,088,526)	-14%
46	8986	School Supply Fund Donations	1,704	6,000	(4,296)	-72%
47	8988	In-Kind Donations	10	9,000	(8,990)	-100%
49	INCO.INC	Central Office (Revenue from Shared Services Allocation)	1,452,400	1,452,400	-	0%
50		Total Income	29,688,648	30,722,206	(1,033,558)	-3%

Making Waves Academy
Budget FY2025

MWA-"School" and MWA Central Office
Unaudited Actuals

	A	B	F	H	K	L
			Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)	Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)
2	Account #	Account Title				
51						
56		Expenses				
57	1100	Teacher Salaries	4,249,990	4,578,169	(328,179)	-7%
58	1103	Substitute Teacher Salaries	238,244	328,834	(90,590)	-28%
59	1200	Certificated Pupil Support	763,310	738,933	24,377	3%
60	1300	Certificated Supervisor & Administrator Salaries	1,267,012	1,273,306	(6,294)	0%
61	1409	Certificated Special Temporary COLA Bonus	1,568,000	1,613,000	(45,000)	-3%
62	1900	Certificated Other Salaries	75,670	135,055	(59,385)	-44%
63	2100	Classified Instructional Aide Salaries	595,389	641,403	(46,014)	-7%
64	2200	Classified Support Staff Salaries	1,017,990	1,021,657	(3,667)	0%
65	2300	Classified Supervisor & Administrator Salaries	1,798,308	1,852,792	(54,484)	-3%
66	2400	Classified Clerical and Office Salaries	1,052,114	1,043,624	8,490	1%
67	2900	Classified Other Salaries	265,182	302,598	(37,416)	-12%
68		Total Salaries	12,891,209	13,529,371	(638,162)	-5%
69	3101	Certificated STRS	1,208,554	1,380,486	(171,932)	-12%
70	3301	Certificated Social Security/Medicare	496,576	537,385	(40,809)	-8%
71	3401	Certificated Health & Welfare Benefits	1,866,222	2,018,357	(152,135)	-8%
72	3501	Certificated Unemployment Insurance	22,423	22,362	61	0%
73	3601	Certificated Workers Comp Insurance	176,747	175,885	862	0%
74	3701	Certificated Retirement Match	102,715	165,455	(62,740)	-38%
75	3999	Accrued Paid Time Off	29,617	112,014	(82,397)	-74%
76		Total Benefits	3,902,854	4,411,944	(509,090)	-12%
77		Total Salaries & Benefits	16,794,063	17,941,315	(1,147,252)	-6%
78						
79	4100	Approved Textbooks and Core Curricula Materials	194,301	211,635	(17,334)	-8%
80	4200	Books and Other Reference Materials	2,357	4,100	(1,743)	-43%
81	4315	Custodial Supplies	70,204	67,000	3,204	5%
82	4325	Instructional Materials & Supplies	312,447	350,193	(37,746)	-11%
83	4330	Office Supplies	7,749	9,500	(1,751)	-18%
84	4390	Other Food	-	-	-	
85	4410	Furniture, Equipment & Supplies (non-capitalized)	62,522	87,500	(24,978)	-29%

**Making Waves Academy
Budget FY2025**

**MWA-"School" and MWA Central Office
Unaudited Actuals**

	A	B	F	H	K	L
			Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)	Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)
2	Account #	Account Title				
86	4420	Computers and IT Supplies (non-capitalized)	196,703	196,110	593	0%
87	4710	Student Food Services	308,934	317,000	(8,066)	-3%
88	4910	Emergency Supplies	71	3,950	(3,879)	-98%
89	4990	Contingency	-	16,500	(16,500)	-100%
90		Total Supplies	1,155,288	1,263,488	(108,200)	-9%

**Making Waves Academy
Budget FY2025**

**MWA-"School" and MWA Central Office
Unaudited Actuals**

	A	B	F	H	K	L
			Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)	Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)
2	Account #	Account Title				
91	5210	Conference Fees	111,389	118,750	(7,361)	-6%
92	5215	Travel - Mileage, Parking, Tolls	3,716	11,600	(7,884)	-68%
93	5220	Travel - Airfare & Lodging	31,572	38,225	(6,653)	-17%
94	5225	Travel - Meals & Entertainment	3,236	20,200	(16,964)	-84%
95	5305	Professional Dues & Memberships	34,862	49,300	(14,438)	-29%
96	5421	General Liability Insurance	504,754	505,462	(708)	0%
97	5510	Utilities - Gas and Electric	559,983	497,500	62,483	13%
98	5515	Janitorial & Gardening Services	642,392	643,000	(608)	0%
99	5525	Utilities - Waste	69,390	71,000	(1,610)	-2%
100	5530	Utilities - Water	92,968	83,000	9,968	12%
101	5605	Equipment Leases and Rentals	131,044	125,000	6,044	5%
102	5610	Occupancy Rent	1,932,876	1,932,880	(4)	0%
103	5612	Additional Facilities Use Fees	9,503	19,000	(9,497)	-50%
104	5615	Repairs and Maintenance - Building	54,324	142,000	(87,676)	-62%
105	5617	Repairs and Maintenance - Non-computer Equipment	140	2,300	(2,160)	-94%
106	5618	Repairs & Maintenance - Auto	12,921	22,000	(9,079)	-41%
107	5803	Accounting Fees	42,105	48,390	(6,285)	-13%
108	5804	Legal Fees	76,929	50,000	26,929	54%
110	5806	County Oversight Fees	146,604	145,240	1,364	1%
111	5810	Contracted Services	1,491,342	1,350,504	140,838	10%
112	5810.001	Food Service Administration	-	1,000	(1,000)	-100%
113	5810.002	Student Information & Assessment	50,378	84,700	(34,322)	-41%
114	5810.003	Student Transportation	214,351	232,000	(17,649)	-8%
115	5810.004	Intervention & Consultation	-	-	-	
116	5810.005	Psychological Services	60,000	100,000	(40,000)	-40%
117	5810.006	Substitute Teachers	1,235,861	1,100,000	135,861	12%
119	5810.008	Information Technology	1,000,777	1,044,110	(43,333)	-4%
121	5811	Student Exam Fees	17,678	17,000	678	4%
123	5820	Recruiting - Students	-	5,000	(5,000)	-100%
124	5821	Printing and Reproduction	25,042	38,750	(13,708)	-35%
125	5840	Entrance, Admission, & Ticket Fees (not staff conference)	48,887	59,300	(10,413)	-18%

Making Waves Academy
Budget FY2025

MWA-"School" and MWA Central Office
Unaudited Actuals

	A	B	F	H	K	L
			Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)	Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)
2	Account #	Account Title				
126	5850	Staff Recruitment	39,157	51,000	(11,843)	-23%
127	5851	Continuing Education Support	18,396	3,000	15,396	513%
128	5853	Payroll Processing Fees	62,538	64,000	(1,462)	-2%
129	5897	Special Ed Contract Services	1,256,189	1,115,942	140,247	13%
130	5898	Use Tax	1,312	1,000	312	31%
131	5905	Company Cell Phones	45,442	42,700	2,742	6%
132	5910	Internet and Wifi	52,093	120,600	(68,507)	-57%
133	5915	Postage and Delivery	11,049	20,750	(9,701)	-47%
134	5920	Landlines and Office Based Phones	10,668	7,800	2,868	37%
135	5992	Bank fees	26,982	12,000	14,982	125%
136	6900	Depreciation and Amortization	18,201	19,000	(799)	-4%
137	INCO.EXP	5895 Central Office (Shared Services Allocation)	1,452,400	1,452,400	-	0%
138		Total Contract Services	11,599,451	11,467,403	132,048	1%
139						
140		Total Salaries & Benefits	16,794,063	17,941,315	(1,147,252)	-6%
141		Total Supplies	1,155,288	1,263,488	(108,200)	-9%
142		Total Contract Services	11,599,451	11,467,403	132,048	1%
143		Total Expenses	29,548,802	30,672,206	(1,123,404)	-4%
144						
145		Net Income	139,846	50,000		



Making Waves Academy July 2025 Financial Report

Dear Finance Advisory Committee Members,

At the end of July 2025, Making Waves Academy closed its books with:

- \$6.5M in cash.
- Operations for MWA ("School") and MWA Central Office operated under budget for the month.
- MWA - "School" spent about **\$1.66M**, and MWA Central Office spent about **\$211K** in July 2025.

Year-to-Date

- MWA - "School" finished \$1.26M or 5% under budget, and MWA Central Office finished \$28K or 12% under budget.

MWA - "School" Highlights

1. **Salaries & Benefits:** \$124K savings due to unfilled non-faculty positions and offering summer school only for Special Education students.
2. **Supplies:** \$40K over budget, primarily from replacing expired emergency water reserves.
3. **Contracted Services:** \$35K savings from timing of invoices for Special Education services, general liability insurance, and professional development.

MWA Central Office Highlights

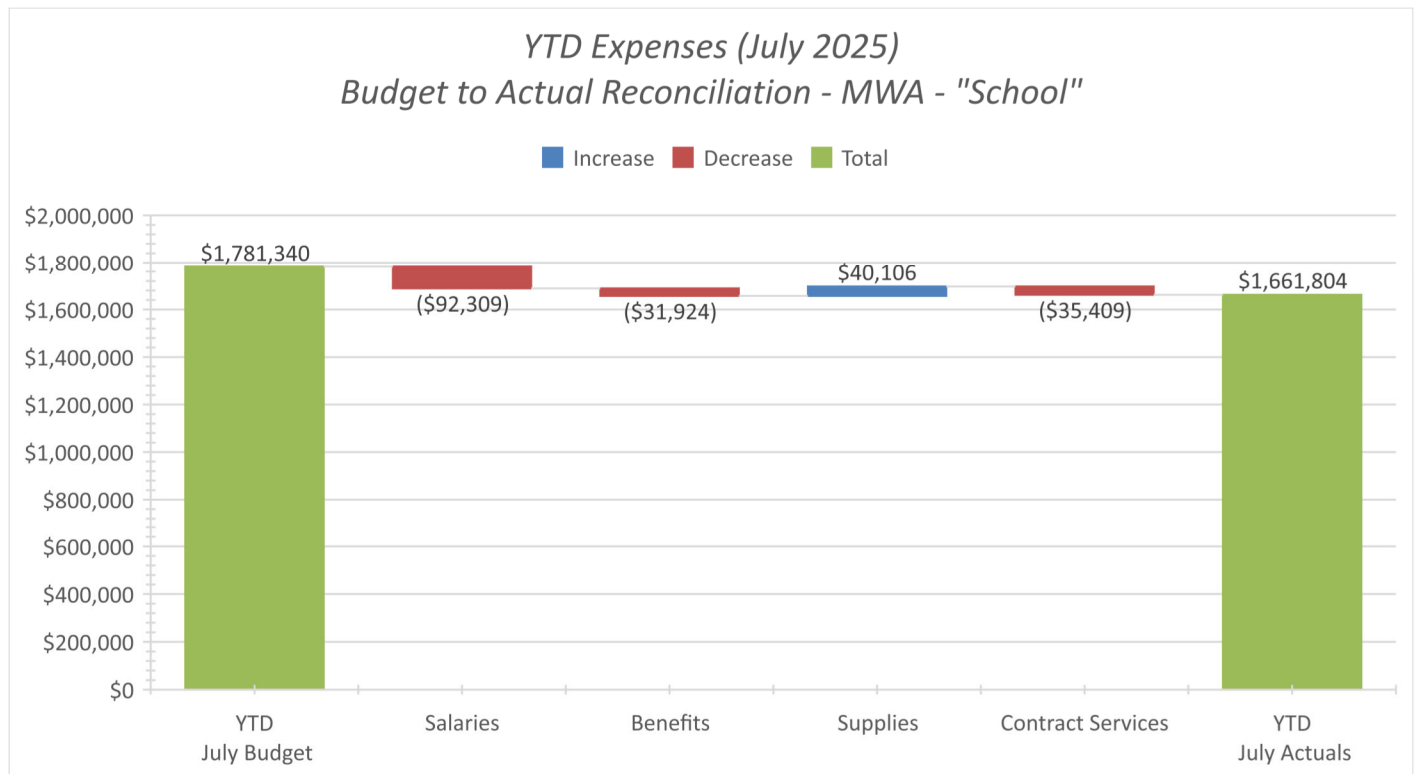
1. **Salaries & Benefits:** Net savings of \$8K, primarily due to increased PTO usage during the summer.
2. **Supplies & Contract Services:** \$19K savings, primarily from reduced professional development and contract services. As the school year progresses, expenses in these areas are expected to increase.

As FY26 begins, leadership has strengthened communication efforts to better connect with staff and ensure alignment. With the energy of new team members and the expertise of our seasoned staff, we are well-positioned to support our Wave-Makers and achieve another successful school year.



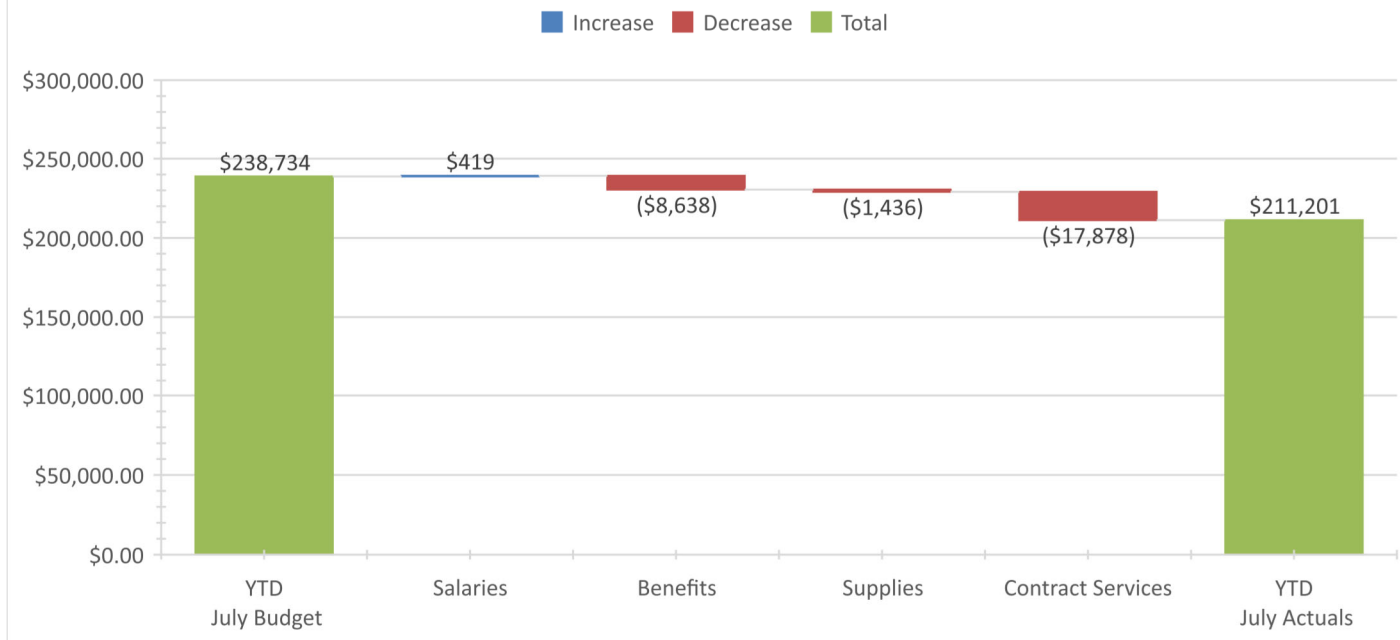
State and Local Payment Schedule:

Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June (Deferred to July/August)
State Aid, LCFF, and State SPED	5%	5%	9%	9%	9%	9%	9%	20% of balance due	20% of balance due	20% of balance due	20% of balance due	20% of balance due
Property Tax	10%	6%	12%	8%	8%	8%	8%	8%	8%	8%	8%	8%





YTD Expenses (July 2025)
Budget to Actual Reconciliation - MWA Central Office



MWA - "School" YTD Actuals vs. Budget
YTD Template

	A	B	C	D	E	F	G
1	MWA - "School" FY2026 Spending Budget Tracking Report		Monthly Executive Summary				
2	Actuals vs. Cycled Budget		1. Spending -7% under budget				
3			2. Teachers and Staff are on summer break in July				
4							
5							
6	MWA Spending Budget	Preliminary Budget FY2026	07.01.25 - 07.31.25- Actuals	07.01.25 - 07.31.25 - Preliminary Budget	Variance	% Variance	Notes
7	1100 - Teacher Salaries	5,233,399	14,870	41,500	(26,630)	-64%	Savings from summer stipends
8	1103 - Substitute Teacher Salaries	381,038	90	-	90	-100%	
9	1200 - Certificated Pupil Support	846,776	29,781	32,568	(2,787)	-9%	
10	1300 - Certificated Supervisor & Administrator Salaries	1,672,195	43,056	71,239	(28,183)	-40%	Savings from summer stipends
11	1409 - Special Temporary COLA	1,692,000	-	-	-	-100%	
12	1900 - Certificated Other Salaries	364,000	4,327	17,230	(12,903)	-75%	
13	2100 - Classified Instructional Aide Salaries	464,208	18,206	17,855	351	2%	
14	2200 - Classified Support Staff Salaries	1,059,233	38,230	40,739	(2,509)	-6%	
15	2300 - Classified Supervisor & Administrator Salaries	386,287	8,374	14,857	(6,483)	-44%	
16	2400 - Classified Clerical and Office Salaries	705,205	19,391	27,124	(7,733)	-29%	
17	2900 - Classified Other Salaries	262,658	4,580	10,102	(5,522)	-55%	
18	Total Salaries	13,066,999	180,905	273,214	(92,309)	-34%	
19	3101 - State Teachers Retirement System (STRS)	1,592,098	14,666	29,511	(14,845)	-50%	
20	3301 - Social Security and Medicare	435,203	8,866	17,442	(8,576)	-49%	
21	3401 - Health & Welfare Benefits	1,939,941	134,490	141,661	(7,171)	-5%	
22	3501 - Unemployment Insurance	25,053	-	369	(369)	-100%	
23	3601 - Workers Comp Insurance	169,870	14,551	14,724	(173)	-1%	
24	3701 - 403(B) Retirement Match	105,609	1,430	4,062	(2,632)	-65%	
25	3999 - Accrued Paid Time Off	62,091	7,015	5,172	1,843	36%	
26	Total Benefits	4,329,865	181,018	212,941	(31,923)	-15%	
27	Total Salaries & Benefits	17,396,864	361,923	486,155	(124,232)	-26%	
28							

MWA - "School" YTD Actuals vs. Budget
YTD Template

	A	B	C	D	E	F	G
6	MWA Spending Budget	Preliminary Budget FY2026	07.01.25 - 07.31.25- Actuals	07.01.25 - 07.31.25 - Preliminary Budget	Variance	% Variance	Notes
29	4100 - Approved Textbooks and Core Curricula Mater	217,073	44,738	60,257	(15,519)	-26%	
30	4200 - Books and Other Reference (Faculty and Staff	3,400	499	2,286	(1,787)	-78%	
31	4315 - Custodial Supplies	69,000	7,987	6,835	1,152	17%	
32	4325 - Instructional Materials & Supplies	364,768	31,983	32,683	(700)	-2%	
33	4330 - Office Supplies	1,800	-	121	(121)	-100%	
34	4410 - Furniture, Equipment & Supplies (non-capitaliz	81,500	13,511	13,416	95	1%	
35	4420 - Computers and IT Supplies (non-capitalized)	583,500	228,239	235,040	(6,801)	-3%	
36	4710 - Student Food Services	317,000	2,286	-	2,286	-100%	
37	4910 - Emergency Supplies	35,950	61,500	-	61,500	-100%	Replacement expired emergency water
38	4990 - Contingency	12,000	-	-	-	-100%	
39	Total Supplies	1,685,991	390,743	350,638	40,105	11%	
40	5210 - Conference and Professional Development	93,900	2,044	11,508	(9,464)	-82%	
41	5215 - Travel - Mileage, Parking, Tolls	6,425	252	72	180	250%	
42	5220 - Travel - Airfare & Lodging	33,725	-	472	(472)	-100%	
43	5225 - Travel - Meals	11,500	-	-	-	-100%	
44	5305 - Professional Dues & Memberships	19,800	-	2,938	(2,938)	-100%	
45	5421 - General Liability Insurance	505,462	51,745	63,326	(11,581)	-18%	
46	5510 - Utilities - Gas and Electric	497,500	33,594	23,884	9,710	41%	
47	5515 - Janitorial and Gardening Services	642,000	54,500	53,500	1,000	2%	
48	5525 - Utilities - Waste	71,000	7,326	6,001	1,325	22%	
49	5530 - Utilities - Water	83,000	-	-	-	-100%	
50	5605 - Equipment Leases and Rentals	120,000	7,175	6,829	346	5%	
51	5610 - Occupancy Rent	1,932,880	161,073	161,073	-	0%	
52	5612 - Facilities Use Fees	19,000	-	-	-	-100%	
53	5615 - Repairs and Maintenance - Building	125,000	12,511	5,088	7,423	146%	
54	5617 - Repairs and Maintenance - Non-computer Equ	2,300	-	-	-	-100%	
55	5618 - Repairs & Maintenance - Auto	20,000	-	124	(124)	-100%	
56	5806 - County Oversight Fees	145,240	-	-	-	-100%	
57	5810 - Contracted Services	718,617	50,123	53,588	(3,465)	-6%	
58	5810.001 - Food Service Administration	1,000	-	-	-	-100%	
59	5810.003 - Student Transportation	212,000	-	-	-	-100%	

MWA - "School" YTD Actuals vs. Budget
YTD Template

	A	B	C	D	E	F	G
		Preliminary Budget FY2026	07.01.25 - 07.31.25- Actuals	07.01.25 - 07.31.25 - Preliminary Budget	Variance	% Variance	Notes
6	MWA Spending Budget						
60	5810.005 - Psychological Services	283,152	5,000	-	5,000	-100%	
61	5810.006 - Substitute Teachers	730,000	-	-	-	-100%	
62	5810.008 - Information Technology	883,984	364,376	368,882	(4,506)	-1%	
63	5811 - Student Exams Fees	17,000	-	-	-	-100%	
64	5821 - Printing and Reproduction	36,750	13,142	14,458	(1,316)	-9%	
65	5840 - Study Trip - Entrance, Admission, & Ticket Fee	59,300	4,725	10,186	(5,461)	-54%	
66	5897 - Special Education	532,790	2,969	22,157	(19,188)	-87%	
67	5898 - Use Tax	1,000	-	-	-	-100%	
68	5905 - Company Cell Phones	34,000	2,797	3,643	(846)	-23%	
69	5910 - Internet	96,000	7,344	8,000	(656)	-8%	
70	5915 - Postage and Delivery	16,000	5,000	5,270	(270)	-5%	
71	5920 - Landlines and Office Based Phones	12,000	900	939	(39)	-4%	
72	6900 - Depreciation and Amortization	19,000	1,517	1,583	(66)	-4%	
73	INCO.EXP - 5895 MWAS (Central Office) Fees	1,452,400	121,026	121,026	-	0%	
74	Total Contract Services	9,433,725	909,139	944,547	(35,408)	-4%	
75							
76	Total Salaries & Benefits	17,396,864	361,923	486,155	(124,232)	-26%	
77	Total Supplies	1,685,991	390,743	350,638	40,105	11%	
78	Total Contract Services	9,433,725	909,139	944,547	(35,408)	-4%	
79	Total Expenses	28,516,580	1,661,805	1,781,340	(119,535)	-7%	

MWA Central Office YTD Actuals vs. Budget
YTD Template

	A	B	C	D	E	F	G
1	MWA Central Office FY2026 Spending Budget Tracking Report		Monthly Executive Summary				
2	Actuals vs. Cycled Budget		1. Spending -12% under budget				
3			2. Teacher and staff on summer break. Spending will pick up when school resumes				
4							
5							
6	MWAS (Central Office) Spending Budget	Preliminary Budget FY2026	07.01.25 - 07.31.25- Actuals	07.01.25 - 07.31.25 - Preliminary Budget	Variance	% Variance	Notes
7	1409 - Special Temporary COLA	168,000	-	-	-	-100%	
8	2300 - Classified Supervisor & Administrator Salaries	1,582,558	47,485	50,868	(3,383)	-7%	
9	2400 - Classified Clerical and Office Salaries	310,772	15,754	11,952	3,802	32%	
10	Total Salaries	2,061,330	63,239	62,820	419	1%	
11	3101 - State Teachers Retirement System (STRS)	68,544	2,499	850	1,649	194%	
12	3301 - Social Security and Medicare	126,447	3,898	4,863	(965)	-20%	
13	3401 - Health & Welfare Benefits	346,719	23,417	28,894	(5,477)	-19%	
14	3501 - Unemployment Insurance	5,353	-	-	-	-100%	
15	3601 - Workers Comp Insurance	26,798	3,513	2,233	1,280	57%	
16	3701 - 403(B) Retirement Match	57,697	1,904	2,219	(315)	-14%	
17	3999 - Accrued Paid Time Off	49,923	(652)	4,158	(4,810)	-116%	
18	Total Benefits	681,481	34,579	43,217	(8,638)	-20%	
19	Total Salaries & Benefits	2,742,811	97,818	106,037	(8,219)	-8%	
20							
21	4200 - Books and Other Reference (Faculty and Staff	1,550	-	1,043	(1,043)	-100%	
22	4330 - Office Supplies	8,700	220	583	(363)	-62%	
23	4410 - Furniture, Equipment & Supplies (non-capitaliz	1,000	-	30	(30)	-100%	
24	4420 - Computers and IT Supplies (non-capitalized)	10,200	-	-	-	-100%	
25	4990 - Contingency	10,000	-	-	-	-100%	
26	Total Supplies	31,450	220	1,656	(1,436)	-87%	
27	5210 - Conference and Professional Development	28,500	400	3,493	(3,093)	-89%	
28	5215 - Travel - Mileage, Parking, Tolls	3,825	(55)	43	(98)	-228%	
29	5220 - Travel - Airfare & Lodging	9,000	-	126	(126)	-100%	
30	5225 - Travel - Meals	4,200	88	-	88	-100%	
31	5305 - Professional Dues & Memberships	32,500	-	74	(74)	-100%	
32	5605 - Equipment Leases and Rentals	5,000	219	285	(66)	-23%	
33	5803 - Accounting Fees	38,390	10,080	11,956	(1,876)	-16%	
34	5804 - Legal Fees	50,000	-	-	-	-100%	
35	5810 - Contracted Services	412,000	46,712	53,656	(6,944)	-13%	

MWA Central Office YTD Actuals vs. Budget
YTD Template

	A	B	C	D	E	F	G
		Preliminary Budget FY2026	07.01.25 - 07.31.25- Actuals	07.01.25 - 07.31.25 - Preliminary Budget	Variance	% Variance	Notes
6	MWAS (Central Office) Spending Budget						
36	5810.002 - Student Information & Assessment	75,040	30,098	30,438	(340)	-1%	
37	5810.008 - Information Technology	78,469	23,069	27,419	(4,350)	-16%	
38	5820 - Recruiting - Students	5,000	-	-	-	-100%	
39	5821 - Printing and Reproduction	2,000	-	1,331	(1,331)	-100%	
40	5850 - Staff Recruitment	30,000	-	896	(896)	-100%	
41	5851 - Continuing Education Support	3,000	-	-	-	-100%	
42	5853 - Payroll Processing Fees	66,000	-	-	-	-100%	
43	5905 - Company Cell Phones	7,500	-	804	(804)	-100%	
44	5915 - Postage and Delivery	4,750	134	80	54	68%	
45	5992 - Bank fees (not interest charges)	24,000	2,418	440	1,978	450%	
46	Total Contract Services	879,174	113,163	131,041	(17,878)	-14%	
47							
48	Total Salaries & Benefits	2,742,811	97,818	106,037	(8,219)	-8%	
49	Total Supplies	31,450	220	1,656	(1,436)	-87%	
50	Total Contract Services	879,174	113,163	131,041	(17,878)	-14%	
51	Total Expenses	3,653,435	211,201	238,734	(27,533)	-12%	

Making Waves Academy
FY2026

	A	B	C	D
1		Making Waves Academy		
2		Statement of Financial Position		
3				
4				
5				
6				
7		06/30/2025	07/31/2025	
8		Actual	Actual	Period Diff
9	Assets			
10	Current Assets			
11	Cash and Cash Equivalents			
12	9120.101 - *5882 BB ZBA Payroll	(2,242)	463,718	(465,960)
13	9120.102 - *5358 BB ICS	2,730,233	2,430,367	299,866
14	9120.103 - *8637 BB Operating	6,436	8,782	(2,346)
15	9120.300 - *3822 MWA Chase - Operations Cash	3,360,384	3,369,871	(9,487)
16	9120.301 - *3798 MWA Chase - Fundraising and Club Monies	250,792	250,792	-
17	Total Cash and Cash Equivalents	6,345,603	6,523,530	(177,927)
18	Accounts Receivable, Net			
19	Accounts Receivable			
20	9210 - Accounts Receivable (not grants or pledges)	9,640,063	6,941,235	2,698,828
21	Total Accounts Receivable	9,640,063	6,941,235	2,698,828
23	Other Current Assets			
24	Prepaid Expenses			
25	9331 - Prepaid and Deposits - Current Portion (non-employee)	293,805	837,837	(544,032)
26	Total Prepaid Expenses	293,805	837,837	(544,032)
28	Total Current Assets	16,279,471	14,302,602	1,976,869
29	Long-term Assets			
30	Property & Equipment			
31	9460 - Leasehold Improvements	435,813	435,813	-
32	9470 - Vehicles	22,400	22,400	-
33	9461 - AD - Leasehold Improvements	(202,719)	(204,235)	1,516
34	9471 - AD - Vehicles	(22,401)	(22,401)	-
35	Total Property & Equipment	233,093	231,576	1,517
36	Other Long-term Assets			
37	Other Assets			
38	9475 - Right of Use Asset	154,670	154,670	-
39	9476 - Right of Use Asset Amortization	(101,693)	(105,015)	3,322
40	Total Other Assets	52,977	49,655	3,322
42	Total Long-term Assets	286,070	281,231	4,839
43	Total Assets	16,565,541	14,583,833	1,981,708

Making Waves Academy
FY2026

	A	B	C	D
1		Making Waves Academy		
2		Statement of Financial Position		
3				
4				
5				
6				
7		06/30/2025	07/31/2025	
8		Actual	Actual	Period Diff
44	Liabilities and Net Assets			
45	Liabilities			
46	Short-term Liabilities			
47	Accounts Payable			
48	9500 - Accounts Payable	1,413,972	1,704,641	(290,669)
49	9500.999 - Employee Expense Payables	116	1,281	(1,165)
50	9520.497 - CC*6315 Chase	37,460	31,596	5,864
51	Total Accounts Payable	1,451,548	1,737,518	(285,970)
52	Accrued Liabilities			
53	9601 - Payroll Liabilities	299,433	(185)	299,618
54	9602 - Benefits Liabilities	28,120	6,516	21,604
55	9603 - Accrued Paid Time Off Liability	471,272	477,635	(6,363)
56	9620 - Funds Held for Others (Student Groups and Agencies)	29,770	31,278	(1,508)
57	9625 - Funds Held for Chromebook	11,455	15,325	(3,870)
58	9630 - Funds Held for Summer Holdback	268,425	-	268,425
59	Total Accrued Liabilities	1,108,475	530,569	577,906
60	Deferred Revenue	4,056,041	3,900,938	155,103
61	Total Short-term Liabilities	6,616,064	6,169,025	447,039
62	Long Term Liabilities			
63	Other Long-term Liabilities			
64	Other Liabilities			
65	9745 - Operating Lease Liability	53,331	50,020	3,311
66	Total Other Liabilities	53,331	50,020	3,311
69	Total Liabilities	6,669,395	6,219,045	450,350
70				
71	Net Assets			
72	9800 - Equity			
73	Beginning Net Assets*	9,756,300	9,896,146	(139,846)
74	Change In Net Assets**	139,846	(1,531,358)	1,671,204
75	Total Net Assets	9,896,146	8,364,788	1,531,358
76	Total Liabilities and Net Assets	16,565,541	14,583,833	1,981,708
77				
78				
140	* Beginning net assets refer to the net assets on the first day of the fiscal year.			
141	** Change in net assets refer to the changes in net assets between the first day of the fiscal year and the balance sheet date.			

MWA YTD Actual vs. Budget - Revenues
Revenue Tracking Template

	A	B	S	T	U	V	W
5							
6	MWA Revenue Budget	Preliminary Budget FY2026	07.01.25 - 07.31.25 - Actuals	07.01.25 - 07.31.25 Preliminary Budget	Variance	% Variance	Notes
7	Revenue						
8	8011 - State Aid - General Apportionment	9,122,838	-	-	-	0%	
9	8012 - Prop 30 - Education Protection Account Entitlement	1,638,912	-	-	-	0%	
10	8096 - In Lieu of Property Taxes	3,610,649	-	-	-	0%	
11	8181 - Federal - Special Education	159,935	-	-	-	0%	
12	8220 - Federal - Child Nutrition Programs	277,263	-	-	-	0%	
13	8290 - Federal - Title I - Basic Grant	388,867	-	-	-	0%	
14	8295 - Federal - Title II - Teacher and Principal Training	52,072	-	-	-	0%	
15	8296 - Federal - Title III - LEP	35,666	-	-	-	0%	
16	8297 - Federal - Title IV, Part A - Student Support	24,000	-	-	-	0%	
17	8311 - State - Special Education	945,116	47,583	47,256	(327)	-1%	
18	8313 - State - Special Education - Level 2 Mental Health Funding	85,477	-	-	-	0%	
19	8520 - State - Child Nutrition Programs	164,356	-	-	-	0%	
20	8526 - State - Expanded Learning Opportunities Program	350,000	29,167	29,167	-	0%	
21	8527 - State - Educator Effectiveness	155,335	12,945	12,945	-	0%	
22	8528 - State - A-G Completion Improvement Grant	271,377	22,615	22,615	-	0%	
23	8531 - State - Arts, Music, and Instructional Materials Discretionary Block Grant	312,247	26,021	26,021	-	0%	
24	8532 - State - Learning Recovery Emergency Block Grant	500,000	41,667	41,667	-	0%	
25	8545 - State - School Facilities	1,378,851	-	-	-	0%	
26	8550 - State - Mandate Block Grant	39,423	-	-	-	0%	
27	8560 - State - Lottery	265,048	-	-	-	0%	
28	8596 - State - Prop 28 Arts & Music in Schools (AMS) funding	272,267	22,689	22,689	-	0%	
29	8621 - Local - Parcel Taxes	302,649	-	-	-	0%	
30	8811 - Interest Income	234,180	17,670	19,515	1,845	9%	
31	8980 - Contributions - Unrestricted	200,000	356	9,145	8,789	96%	
32	8981 - John Regina Scully (JRS)	9,966,087	-	-	-	0%	
33	8986 - School Supply Fund Donations	6,000	-	-	-	0%	

Making Waves Academy
FY2026

MWA YTD Actual vs. Budget - Revenues
Revenue Tracking Template

	A	B	S	T	U	V	W
6	MWA Revenue Budget	Preliminary Budget FY2026	07.01.25 - 07.31.25 - Actuals	07.01.25 - 07.31.25 Preliminary Budget	Variance	% Variance	Notes
7	Revenue						
34	8988 - In-Kind Donations	9,000	-	-	-	0%	
36	Total Revenues	30,767,615	220,713	231,020	10,307	4%	
37							
40	<u>YTD Revenue Non-SRE</u>						
128							
129	MWA Non-SRE Revenue						
130							
131	Total Governmental Revenue	20,352,348	202,687				
132	Total Grants, Interest Income, and non-SRE donations	449,180	18,026				
133	Total external sources of revenue	20,801,528	220,713				
134							
135	Cumulative Revenues		220,713				
136	% of FY2023 Annual budget		1%				
137							
138							
139	Total student count (EOM) - 96% ADA		981				
140							
141	Governmental revenue/student		\$207				
142	Grants and non-SRE donations/student		\$18				
143	Total external revenues per student		\$225				

Making Waves Academy

Cash Flow Projection 2025-26

	Actuals	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
Descriptions	Jul-25	Aug-25*	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26*	Feb-26	Mar-26	Apr-26	May-26	Jun-26*	Total
Beginning Cash	6,345,603	6,523,530	6,581,817	4,959,005	7,090,812	6,072,836	6,342,961	5,517,206	5,713,571	6,772,553	5,697,949	5,718,877	6,345,603
Cash In													
Government	202,687	658,502	696,306	2,128,347	1,114,081	2,533,936	1,975,823	1,784,669	1,061,219	1,997,475	2,489,058	2,650,004	19,292,106
Donation (Non-SRE)	356	828	23,405	137	164,308	9,145	6,014	54	54	54	585	9,059	213,999
Dividend & Realized Gains/Loss on Investments & Sale of Fixed Assets	17,670	19,515	19,515	19,515	19,515	19,515	19,515	19,515	19,515	19,515	19,515	21,360	234,180
JRSF	-	-	-	-	-	-	-	-	-	-	-	9,966,088	9,966,088
Total Cash In	220,713	678,845	739,226	2,147,999	1,297,904	2,562,596	2,001,352	1,804,239	1,080,788	2,017,044	2,509,158	12,646,510	29,706,374
Cash Out**													
MWA	1,534,095	2,450,545	2,146,653	2,200,505	2,076,673	2,154,271	2,601,268	2,055,190	2,241,668	2,168,469	2,257,049	2,844,716	26,731,102
MWAS (Central Office)	207,240	354,344	251,212	239,456	378,295	253,922	381,007	258,828	279,760	338,415	284,957	408,390	3,635,828
Total Cash Out	1,741,335	2,804,889	2,397,865	2,439,961	2,454,968	2,408,193	2,982,275	2,314,018	2,521,428	2,506,884	2,542,006	3,253,106	30,366,930
Net Change in Cash (In - Out)	(1,520,622)	(2,126,044)	(1,658,640)	(291,962)	(1,157,064)	154,402	(980,923)	(509,779)	(1,440,640)	(489,840)	(32,849)	9,393,404	(660,556)
Net Change in Cash from Operating Activities	177,927	(1,941,713)	(1,622,812)	131,808	(1,017,976)	270,125	(825,755)	196,364	(1,141,018)	(1,074,604)	20,928	1,806,387	(5,020,339)
JRSF Pledge Receivable - FY2024-25***		2,000,000		2,000,000					2,200,000				6,200,000
Ending Cash	6,523,530	6,581,817	4,959,005	7,090,812	6,072,836	6,342,961	5,517,206	5,713,571	6,772,553	5,697,949	5,718,877	7,525,264	7,525,264
Deferred Revenue - Restricted	3,900,938	3,698,578	3,496,218	3,293,858	3,091,498	2,889,138	2,686,778	2,484,418	2,282,058	2,079,698	1,877,338	1,674,978	
Unrestricted Cash	2,622,592	2,883,239	1,462,787	3,796,954	2,981,338	3,453,823	2,830,428	3,229,153	4,490,495	3,618,251	3,841,539	5,850,286	
Date Needed		8/20/2025		10/1/2025					3/15/2025				
Notes:													
*Three payrolls Funded													
**Does not include non-cash items (i.e.: vacation, depreciation, and MWAS (Central Office) Fees to school)													
***Cash request from JRSF grant pledge of \$6.2M accrued on 06/30/25													

Coversheet

Portrait of a Graduate Work

Section:	III. Non-Action Items
Item:	B. Portrait of a Graduate Work
Purpose:	FYI
Submitted by:	
Related Material:	MWA _ POG Memo.pdf Making Waves _ PoG_09082025_MWA Board Meeting (1).pdf

MWA | Innovation Memo

WHERE WE HAVE BEEN:

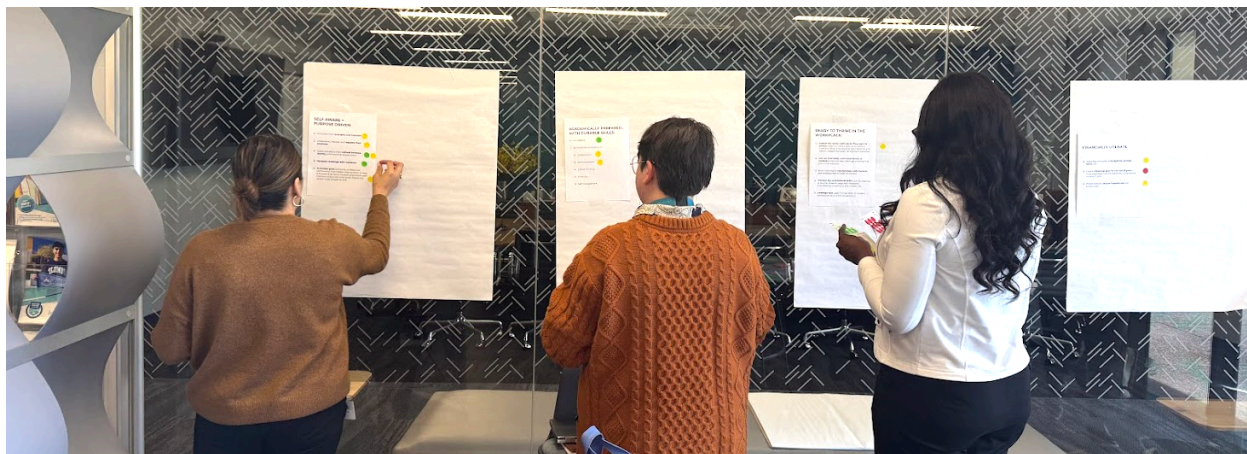
Last winter, we assembled a working group to take stock of the aspirations of our community and how the world is changing and answer: *What skills and experiences will most set our students up to thrive in the future?* The group was comprised of teachers, staff, and leaders at MWA.

Together, we: listened to our students and alumni; dug into research on the forces reshaping opportunity and the job landscape; explored school models that are adapting to remain relevant.

The result was our **Graduate Profile**—a vision of what every Wave-Maker should be able to be/do upon graduation from Making Waves Academy. These outcomes align with the MWEF north star: ensuring students are on a path to economic mobility within six years of graduation.

We want all of our graduates to be:

1. Academically prepared, with durable skills
2. Self-aware + purpose driven
3. Ready to thrive in the workplace
4. Financially literate
5. Committed to giving back (and recycling success)



BRINGING THE PROFILE TO LIFE

This fall, we reassembled the working group to chart a path toward realizing this Graduate Profile across our model. Our charge is twofold:

1. **Socialize and build investment** in the vision with students, families, staff, and partners.
2. **Assess and adapt our model** in light of the **Graduate Profile**:
 - **CONTINUE**: Which elements do we already achieve consistently?
 - **TWEAK**: Where do we have strengths but need to refine execution to ensure reliability?
 - **INNOVATE**: Which elements require more significant innovation to bring to life?

Graduate Aim	Current Assessment + Implications
Academically prepared, with durable skills	Much of this is continuing to dial up rigorous instruction, while integrating the explicit teaching of durable skills into core content. Our existing high-school model already guarantees that all MWA graduates are college ready academically (A-G course offerings) but there is some work left to be done to ensure durable skills are being taught across all grade levels.
Self-aware + purpose driven	We have a wide range of ways that students can reflect on their identity, interests, strengths but need a more structured way that students integrate that learning and sharpen their sense of self each year.
Ready to thrive in the workplace	While we have some bright spots of ways students are getting exposure to careers or learning workforce skills, this is an area we need a more systematic approach.
Financially literate	We have an existing financial literacy curriculum that we need to scale across the school and audit to ensure it hits the outcomes of the grad profile.
Committed to giving back (and recycling success)	While we have some opportunities for our students to participate in activities that expose them to this concept (Habitat for Humanity, peer tutoring, etc) there is no structured way to ensure all students get exposure in age-appropriate ways. Additionally, we continue to see an increase in Wave-Makers coming back to work for MWA as a way to recycle their success but this has mostly occurred as a coincidence vs. intentional ways of recruiting and retaining our Wave-Makers as employees.

Portrait of a Graduate

Our Process:

This spring: Learn + Draft →

Establish working group

Gather insights and inspiration – from our alumni, research, other models.

Enlist our community in prioritizing what skills matter most.

Draft v1 of Graduate Profile that synthesizes all of this input.

WE ARE HERE

Next year: Try it on + iterate →

Socialize with team and integrate into our work.

Use to define areas to focus and pilot new ideas.

Revise it based on what we learned by trying to put it into practice.

Define our 5-year strategy that helps us live into it fully.

Portrait of a Graduate Draft 2.0

Our graduates are...	Which means they can...
SELF AWARE + PURPOSE DRIVEN:	❑ Articulate their strengths and interests ❑ Understand, express, and regulate their emotions ❑ Speak proudly to their cultural heritage, identity, and how that shapes them
ACADEMICALLY PREPARED, WITH DURABLE SKILLS:	❑ Demonstrate proficiency in skills that support lifelong learning and success across contexts, including: ❑ Collaboration ❑ Communication ❑ Critical Thinking ❑ Creativity ❑ Self-management
FINANCIALLY LITERATE:	❑ Apply key principles of budgeting, savings, loans, including to their personal budget post-graduation (ie living expenses, tuition, loans, plan towards \$0 debt). ❑ Where relevant, secure financial aid and scholarships

Our graduates are	Which means they can...
READY TO THRIVE IN THE WORKPLACE:	❑ Describe what they've learned from exposure to a wide-range of careers and which pathway(s) they want to pursue. ❑ Gain an internship, work experience, or credential that will help them get a strong first job in that industry. ❑ Build meaningful relationships with mentors and professionals in fields of interest ❑ Practice key professional skills such as creating a resume, linkedin page with headshot, interviewing. ❑ Leverage tech used in modern workplaces (ie AI, excel, powerpoint)
COMMITTED TO GIVING BACK: (<i>"RECYCLING SUCCESS"</i>)	❑ Contribute to their school or community through activities like mentoring, tutoring, or welcoming others ❑ Engage in service, volunteerism, or leadership roles beyond school

Next Steps	Which means they can...
Bring this back to the community	❑ Share back to the staff this draft that has been built from their input (and clarity about how we'll "try it on" next year ❑ Consider any other groups you want to share draft with for input (ie students, families) – whether this spring or next fall. ❑ Plan for way to engage the broader team in this vision in back to school (ie reflect on current state, set intentions for areas you want to zero in on your practice in Q1)
Align new hires' job descriptions:	❑ For the CTE hires, craft goals for year one to further flesh out descriptors of that section, analyze what is currently happening, line up pilots in partnership with MWEF.
Clarify which possible pilot ideas you want to test next year (and line up next steps/owners). Some of the ideas generated during our session:	- Have departments map out what these durable skills look like within their content area, what type of projects and activities can develop them. - Create a regular ritual from middle school on for reflecting on what they learned about interests/strengths (maybe in advisory). Keep them across the years to help them find patterns. - Make the financial literacy course mandatory for all students. (already in motion)

Next Steps

Next Steps

- ❑ *Bring this draft back to the community.***
- ❑ *Clarify which possible pilot ideas we want to test next year (and line up next steps/owners).***
- ❑ *Gather input from the MW Steering Committee***
- ❑ *Bring back next steps to the MWA Board***

Coversheet

Instructional Continuity Plan

Section: III. Non-Action Items
Item: D. Instructional Continuity Plan
Purpose: FYI
Submitted by:
Related Material:
2025_Instructional_Continuity_Plan_(ICP)_Making_Waves_Academy_20250630.pdf



2025-26 Instructional Continuity Plan (ICP)

This template provides a framework for the Instructional Continuity Plan (ICP) and should be tailored to the unique needs and resources of the LEA and its school sites.

Guidance regarding completion and requirements of the Instructional Continuity Plan (ICP), including SB 153 requirement that this ICP be included in the Comprehensive School Safety Plan (CSSP) by July 1, 2025 can be found at <https://www.cde.ca.gov/re/di/or/icpguidance.asp>.

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

Introduction and Purpose

Information about the Instructional Continuity Plan (ICP) requirements, revision and adoption dates.

This Instructional Continuity Plan (ICP) was last revised on June 30, 2025 and adopted by Making Waves Academy on July 1, 2025 to ensure all students have access to instruction during a natural disaster or emergency, as mandated by Senate Bill 153, Chapter 38, Statutes of 2024 (SB 153), which adds a provision to California Education Code (EC) Section 32282.

This ICP will be included in the LEA's Comprehensive School Safety Plan (CSSP) by July 1, 2025. Inclusion of this ICP in the CSSP will be required to obtain approval of a Form J-13A waiver request beginning in fiscal year 2026-27. This plan is intended to minimize disruptions to instruction and provide support for pupils' social-emotional, mental health, and academic needs.

At Making Waves Academy (MWA), we are committed to providing a high-quality, equitable education—regardless of the challenges presented by emergencies or unexpected school closures. The Instructional Continuity Plan (ICP) outlines how MWA will ensure the continuity of instruction, communication, and student support services in the event that in-person learning is disrupted.

The ICP is designed to:

- Ensure that all students, including those with unique learning needs, continue to receive access to instruction within 10 instructional days of an emergency/school closure.
- Establish systems for two-way communication with students and families within 5 calendar days of the event.
- Maintain student engagement, safety, well-being, and academic progress, regardless of the instructional delivery model.
- Provide clear roles, responsibilities, and timelines for staff to implement a smooth instructional transition.

This plan covers instructional continuity during:

- Natural disasters (e.g., wildfires, earthquakes, floods)
- Public health emergencies (e.g., pandemics)
- Infrastructure-related issues (e.g., power outages, facility damage)
- Other unforeseen events that may require a shift to remote or alternative learning models

MWA, as its own local educational agency (LEA), has developed this plan with flexibility, responsiveness, and community needs in mind. This ICP reflects our organizational commitment to student success, and it will be reviewed and updated annually to reflect new learnings, technology, and feedback from stakeholders.

Engagement with Pupils and Families

Protocol for Engagement

Protocol for engagement with pupils and their families.

As required, Making Waves Academy will engage with pupils and their families as soon as practicable, but **no later than five calendar days** following an emergency.

Effective communication is essential to ensuring continuity of learning, safety, and community trust during emergencies. MWA's emergency communication protocol outlines the systems, roles, and timelines we use to reach staff, students, and families promptly and clearly.

Emergency Communication Timeline

- Action: Confirm nature and scope of emergency
- Responsible Party: Chief Operating Officer
- Deadline: Within 16 hours
- Action: Notify staff of operational changes
- Responsible Party: Chief Operating Officer or designee
- Deadline: Within 24 hours
- Action: Notify families via multiple channels (email, robocall, SMS)
- Responsible Party: Head of School, Chief Executive Officer, Chief Operating Officer
- Deadline: Within 48 hours
- Action: Confirm instructional model shift (if applicable)
- Responsible Party: Head of School, Chief Executive Officer, Division Directors
- Deadline: Within 48 hours
- Action: Initiate two-way communication with families and students
- Responsible Party: IT and Operations Team
- Deadline: Within 5 calendar days

Methods of Two-Way Communication

Methods for two-way engagement.

The protocol for engagement with pupils and their families is designed to establish two-way communication. Current existing methods include:

- Short messaging service (SMS)
- Phone Calls
- Email
- School Portal
- Social Media

In the event of a school closure or emergency, Making Waves Academy will maintain open, two-way communication with students and families through a combination of digital, verbal, and written methods. Communication will be inclusive, culturally responsive, and accessible in the home languages of our families.

Communication Platforms

MWA will use the following platforms to ensure communication reaches all stakeholders:

- ParentSquare – for family updates and messaging in home languages
- Email & Slack – for official communication to staff
- Slack & Zoom – for internal staff communication
- MWA Website Homepage
- Phone Trees – when technology access is limited
- Mail – when technology access is limited

Key Notes

- MWA will document communication attempts and successful contact in the school's SIS or internal tracker.
- Families may initiate communication via phone, email, or ParentSquare at any time.
- Translations will be provided as outlined in MWA's Language Access Policy.

Plans for Unforeseen Events

Plans to address unforeseen events such as power outages and damage to infrastructure and how they may impact methods for two-way communication.

Making Waves Academy recognizes that not all emergencies can be anticipated. In the event of an unforeseen disruption to learning, the following flexible protocols will be activated to ensure the continuity of instruction, student support, and family engagement:

1. School Emergency Response Team Activation

A cross-functional School Emergency Response Team (SERT), led by the Incident Commander, will convene within 24 hours of an unanticipated event. This team includes representatives from Operations, Academics, Student Services, and IT.

2. Situation Assessment & Communication

The SERT will assess the nature and scope of the emergency and determine immediate impacts on instruction, facilities, and safety. Initial communication to families will occur within 48 hours, per the engagement protocol, with updates as new information becomes available.

3. Temporary Shift to Emergency Instructional Model

If regular instruction is disrupted, MWA will shift to its virtual or hybrid learning model (see Section III: Instructional Delivery) and deploy existing tools (e.g., Google Classroom, Zoom, etc) to maintain continuity.

4. Contingency Planning and Flexibility

Each academic and operational team will maintain contingency protocols with flexible staffing and resource allocation (e.g., paper packets, offline materials, meal distribution). Instructional leaders will be empowered to adapt schedules and delivery models based on the specific event and student needs.

5. Documentation and Debrief

All emergency actions and decisions will be documented. Within two weeks of the incident (pending length or severity of disruption), the SERT will conduct a debrief to capture lessons learned and revise the ICP as needed.

Support for Unique Needs

Plans designed to identify and provide support for pupils' social-emotional, mental health, and academic needs.

Making Waves Academy is committed to supporting the academic, social-emotional, and mental health needs of all students, particularly during times of disruption or emergency. In alignment with our Multi-Tiered System of Support (MTSS) framework, we will activate the following structures to ensure continuity of care:

1. Academic Support

Tier I: Teachers will provide differentiated instruction and office hours via virtual platforms (e.g., Google Classroom, Seesaw) for all students.

Tier II/III: Students identified as needing additional academic support (e.g., through intervention rosters or MTSS data) will receive small-group or 1:1 instruction by academic interventionists or SPED providers through video conferencing or alternative delivery (e.g., printed packets).

Special Education: Case managers will continue to provide accommodations, modifications, and services as outlined in IEPs, to the extent feasible.

2. Social-Emotional and Mental Health Support

Social Worker(s) and School Nurses members will hold virtual drop-in hours and check-ins with students receiving ongoing support.

Referrals to telehealth services and community-based mental health partners will remain active, with adjustments for telehealth services.

SEL curriculum (e.g., advisory lessons, restorative check-ins) will be adapted and distributed weekly via virtual platforms or home packets.

3. Student Identification and Monitoring

Student Support Teams (SST) and advisors will regularly monitor attendance, participation, and engagement data to identify students needing outreach or additional support.

Staff will use an internal referral system (e.g., Care Team tracker or Google Form) to flag student concerns.

4. Family Engagement and Partnership

Families of students with identified needs will receive tailored communications and optional virtual meetings to review available support.

Translated resources and multilingual communication will be used to ensure equitable access for all families.

Access to Instruction

Timeline for Access to Instruction

Timeline for access to instruction no more than 10 instructional days following the emergency.

As required, Making Waves Academy will provide access to in-person or remote instruction as soon as practicable, but **no more than 10 instructional days** following the emergency.

Making Waves Academy is committed to minimizing instructional disruption and providing timely access to learning in the event of an emergency.

In alignment with our Protocol for Engagement, instructional leaders will confirm any required shift in the instructional model within 48 hours of an emergency, in coordination with executive leadership and based on the nature and scope of the disruption.

Once a shift is confirmed, instruction will resume as soon as feasible, with a goal of launching a modified or remote learning model within 10 calendar days of the emergency. This timeline includes preparation for:

- Communicating instructional expectations to staff, students, and families
- Distributing necessary technology or learning materials
- Adjusting schedules, platforms, and supports for continuity of instruction

The launch timeline may vary based on the severity and scale of the disruption, but the school will prioritize resuming access to academic instruction as quickly and safely as possible, ensuring equity and inclusion for all learners.

Conditions for Resuming Access to In-Person Instruction

Conditions under which in-person instruction will resume and any alternative sites or arrangements considering various aspects of recovery.

Outlined below are conditions under which in-person instruction will resume and any alternative sites or arrangements considering various aspects of recovery, including:

- Evacuation orders lifted
- Power and utilities functioning
- Healthy air quality
- Access to safe and clean water
- Campus free from debris and hazards
- Internet fiber lines connected and functioning
- Sufficient staff available
- Kitchens operational for meals

Making Waves Academy will resume in-person instruction once it is determined that conditions are safe and conducive to student learning and staff operations. This decision will be made in consultation with local health officials, school leadership, and emergency management partners, and will take into account the following factors:
Safety Clearance: The physical school site must be deemed safe for occupancy by appropriate authorities (e.g., fire marshal, health department, or facilities management).

Infrastructure Readiness: Essential services such as water, electricity, internet, and sanitation must be fully operational to support student and staff needs.

Transportation and Staffing: Adequate staffing levels and transportation availability (where required) must be restored to support normal school operations or any interim models.

Health and Safety Protocols: The school must have in place any necessary health and safety protocols (e.g., air quality monitoring, PPE access, mental health supports) required to protect students and staff.

Family Communication: Families will receive timely updates on the return-to-school timeline, safety measures in place, and any adjustments to schedules or routines.

In cases where the primary campus cannot be used, MWA will explore alternative arrangements, which may include:
 Temporary use of alternate facilities (e.g., community centers, other school buildings)
 Phased return by grade level or priority student groups
 Hybrid or rotating schedules to reduce site density

The goal is to resume in-person learning as swiftly and safely as possible, with clear communication and continuity of support for students and families during the transition.

Remote Instruction

Plans for remote instruction.

As required, Making Waves Academy remote instruction will align with EC sections 51747 and 51749.5, governing Independent Study instruction modalities. Remote instruction will be designed to meet instructional standards that are, at minimum, equivalent to those applicable in independent study programs.

MWA is prepared to implement the following instructional models as needed:

- In-Person – Traditional on-campus learning aligned to full instructional day and bell schedule
- Hybrid – Blend of in-person and remote learning, with staggered attendance or specific grade bands remote
- Distance Learning – Fully virtual instruction via digital platforms and printed packets when needed

Schedules and Live Instruction

- Students will follow grade-band-specific remote schedules, which mirror in-person routines to the extent possible
- Daily synchronous instruction will be provided, with asynchronous options to accommodate access issues
- Minimum instructional minutes will meet state requirements (per EC Section 43501 and SB 98 guidelines): Grades 5–12: 240–300 minutes (i.e., 3–5 hours)

Access to Instructional Materials

Methods for distributing digital and non-digital materials.

As required, remote instruction offered will align with expectations of access and equity.

MWA is committed to ensuring all students have equitable access to the materials necessary for learning, whether instruction is in-person or remote.

Much of our current instructional experience relies on online platforms—including Canvas, Nearpod and digital curriculum tools—which means a transition to remote instruction can occur with minimal disruption. Students are already familiar with these platforms, and teachers are trained to deliver content effectively in both in-person and remote environments.

Technology support will be available for families, and devices (Chromebooks and hotspots) will be distributed to ensure equitable access to learning platforms. Troubleshooting support is provided through a designated system, ensuring timely resolution of tech issues.

For students who or situations that require (or prefer) non-digital materials, MWA will prepare and distribute printed packets of essential instructional materials. These will be available for scheduled pick-up or delivered to families as needed to ensure no student is left behind due to digital access challenges.

Access to Schoolwork

Platforms and processes for accessing and submitting schoolwork.

As required, remote instruction offered will align with expectations of access and equity.

MWA may utilize the following platforms to deliver content and engage students in remote/hybrid settings (however, this list is not comprehensive):

- School-issued Chromebooks & Wi-Fi hotspots – Device access for all students in need
- Canvas– Primary LMS for assignments, resources, and feedback
- Apex Learning - online courses
- Zoom – Live instruction and virtual office hours
- Nearpod – Interactive lessons
- iReady, Khan Academy – Adaptive online learning tools
- Paper – online tutoring (if funding allows)
- Other Platforms - any additional & approved online platforms teachers use for learning

Temporary Reassignment

Procedures and agreements for temporary reassignment with neighboring LEAs.

Making Waves Academy provides support to pupils and families to enroll in or be temporarily reassigned to another site, school district, county office of education, or charter school if an emergency or natural disaster disrupts in-person learning:

In the event that Making Waves Academy (MWA) is unable to provide instruction on-site due to an emergency or disaster, we will support families who choose temporary reassignment options to neighboring Local Education Agencies (LEAs) to ensure continuity of instruction for affected students.

MWA will initiate contact with nearby charter and district schools in the West Contra Costa region to assess capacity and willingness to enter into mutual aid agreements. Any temporary reassignment would include formalized agreements to address enrollment, attendance tracking, instructional delivery, and student support services, while maintaining compliance with all applicable education codes and student rights protections.

Should temporary reassignment become necessary, MWA will prioritize minimal disruption to students' learning experiences and ensure families are informed and supported throughout the transition. Communication regarding logistics, transportation (if needed), and timelines will be managed centrally by the school's leadership team in coordination with the host LEA.

MWA will also consider virtual reassignment models, as allowed by MWA's charter, if physical placement with a neighboring LEA is not feasible, including collaborative online course access agreements or shared educator resources.

Instructional Continuity

Communication Protocols

Communication protocols for families, students, staff and faculty, including how information will be made available and with what frequency including methods and timelines.

Making Waves Academy (MWA) is committed to maintaining consistent, transparent, and accessible communication with students, families, and staff during any disruption to in-person learning. Our communication plan is built to ensure all stakeholders understand instructional expectations, student progress, available supports, and evolving updates.

MWA’s communication infrastructure includes:

Initial and Ongoing Engagement Protocols:

- Refer to the chart in the “Protocol for Engagement” section outlining when and how communication is initiated based on the type of emergency or disruption.
- Within 48 hours of an incident, MWA will confirm whether an instructional model shift is needed and initiate school-wide communication accordingly.

Two-Way Communication Channels:

Families and students will be engaged via multiple accessible platforms, including:

- ParentSquare for school-wide and classroom-specific messages
- Email, phone calls, and text messages/ParentSquare for direct communication
- Online meetings (Zoom) for virtual engagement
- Translation and interpretation services to ensure access for non-English-speaking families
- Tech support helpline for device and access troubleshooting

Ongoing Communication with Families:

- Weekly communication from teachers via email, phone, or ParentSquare to share updates on student progress, expectations, and upcoming assignments

Additional Supports for Engagement:

- Check-ins from school leadership and advisors for additional support, especially for students who are not meeting engagement expectations
- Clear grading and assessment policies communicated through digital platforms and parent outreach
- Availability of support staff, including social workers, tech staff, and translation services, for family inquiries and problem-solving

Additional Engagement with Families:

- Back-to-School Nights or Orientation Sessions: Provide information on digital tools, instructional models, student expectations, and family roles in supporting learning continuity

Role | Responsibility

Chief Executive Officer:

- Final approval of messages

Chief Operating Officer:

- Review final draft messages and oversight

Head of School:

- Messaging to staff and families specific to grade bands

Manager of School Operations:

- Logistics and system-wide alerts

Front Office Team:

- Follows up with hard-to-reach families

Technological Readiness

Technology readiness for educators and students to support a pivot from in-person to remote learning through independent study including early access to independent study program written agreements, online access to assignments and academic resources, assignment of devices, online instructional platform and access to internet and devices.

Technology and Connectivity Providers

Internet Providers:

- Partnership with Comcast and AT&T to provide discounted or no-cost broadband options for low-income families
- Coordination with tech vendors for expedited repairs and bulk purchasing

Educational Software Vendors:

- Continued engagement with learning platform providers for quick pivots to remote learning environments and tailored implementation support

Resource Allocation for Continuity of Learning

Technology Access:

- Ongoing investment in 1:1 device access for all students (Chromebooks for grades 5–12)
- MWA maintains an inventory of backup devices and hotspots to ensure quick distribution if needs arise

Connectivity Support:

- Partnerships with vendors to provide free or subsidized home internet for families in need
- Budget line items reserved for emergency Wi-Fi hotspot deployment

Learning Platforms and Subscriptions:

- Annual licenses for Canvas, Zoom, and other core instructional platforms
- Supplemental learning tools (e.g., Newsela, Desmos Math) embedded into core instruction and budgeted for in both in-person and remote scenarios
- Teachers receive annual training on core digital platforms and remote learning protocols to ensure instructional continuity in all learning environments

Note:

Families participating in remote learning during emergency closures will complete independent study agreements, in compliance with state requirements.

Instruction and Assessment

Prioritization of essential learning, making standards-aligned learning objectives, methods for monitoring progress and additional support whenever possible, including tutoring, check-ins, virtual office hours or other methods.

Prioritization of Essential Learning and Standards-Aligned Objectives

To ensure high-impact learning during remote or disrupted instruction, MWA prioritizes essential learning by identifying key grade-level standards and aligning instruction to those outcomes.

- Instructional leaders and teachers collaborate to identify “power standards”—the most critical standards for student progression, based on state frameworks and academic prerequisites. These are mapped across units and grade levels to ensure continuity and coherence.
- Teachers design lessons around these prioritized standards, using backward design to align objectives, assessments, and instructional strategies.
- Instructional pacing guides and curriculum maps are revised, as needed, to reflect shifting priorities during emergencies.
- Teachers receive training in unpacking standards, selecting essential skills, and designing assessments that measure mastery of key objectives, whether learning is in-person or remote.
- Prioritization considers equity in access and support, focusing on standards that promote foundational skills in literacy, numeracy, and critical thinking to ensure all students—particularly those most vulnerable to learning loss—stay on track.

Attendance and Engagement Tracking

To comply with state guidance and ensure student engagement, MWA will use a multi-modal system to track participation in all instructional models:

- Daily attendance will be recorded in PowerSchool SIS for all instructional days
- Students will be marked present based on:
- Participation in live sessions (Zoom)
- Completion of daily assignments in Canvas
- Engagement in asynchronous work (e.g., iReady, written work)
- Staff will use engagement logs to monitor participation across platforms
- Outreach protocols will be initiated for students who do not participate, including calls, texts, and home visits
- Families receive regular updates on student performance through ParentSquare, report cards, and outreach from instructional staff

Grading and Assessment

- Grades will be assigned during remote/hybrid learning based on mastery of standards, not compliance
- Teachers will assess learning via:
- Exit tickets and submitted assignments
- Diagnostic and formative assessments
- Feedback expectations:
- Weekly individual feedback on student assignments
- Progress reports and report cards on the regular grading schedule

Academic Support & Intervention

MWA will continue to provide targeted supports to meet the needs of all learners:

- Tiered Intervention (MTSS): Reading and math small groups, tutoring blocks, and data-driven reteach cycles
- Special Education Services: Delivered per IEP via teletherapy, virtual resource sessions, and adapted assignments
- ELL Services: Daily designated ELL and integrated supports
- Socio-Emotional Learning Support: Regular check-ins via Zoom, phone, or in-person depending on safety guidance

Progress Monitoring for Special Populations

- Students with IEPs: IEP service logs maintained; progress monitored by case managers with parent updates

- English Learners: Weekly ELL instruction logs and participation checks
- Foster and Homeless Youth: Outreach by school social worker; customized support plans created
- Low-Performing/At-Risk Students: Inclusion in MTSS tracker; weekly review of data to inform interventions

Access (Equity, Accessibility, and Inclusion)

Equity, Accessibility, and Inclusion

How all students, including those with disabilities, those experiencing homelessness, foster youth, or English learner (EL) students will continue to have equal access to instructional resources.

MWA's approach to equity, accessibility, and inclusion is grounded in strong partnerships with community agencies and service providers to ensure students and families—especially those most vulnerable—have access to essential instructional resources and supports during emergency disruptions.

Community and Agency Partnerships

- County and Local Agencies:
 - Coordination with Contra Costa County Office of Education (CCCOE) for updates, compliance, and technical assistance
 - Alignment with Contra Costa Health Services during public health-related disruptions (e.g., pandemic closures)
- Emergency Services:
 - MWA maintains communication protocols with local police and fire departments to support emergency response and safe facility access
- Community-Based Organizations (CBOs):
 - Collaboration with organizations such as the Richmond Promise and local nonprofits for family outreach, academic support, and basic needs distribution during school closures

Health and Wellness Partnerships

- Mental Health Providers:
 - Collaboration with Care Solace and other mental health partners to provide virtual counseling services during school disruptions
- Partnering with community wellness programs to continue family support
- Food Service Providers:
 - MWA contracts with a service provider to ensure food service can continue with grab-and-go or home delivery models as needed

Charter and District Collaboration

- Regular participation in regional charter leader convenings to share resources, problem-solve, and align on best practices
- Informal working groups with other charter school operators on topics such as student engagement, technology deployment, and instructional design during closures

Individualized Education Plans (IEP)

How will IEPs continue to be provided and maintained.

Special Education Services

- Service Delivery – All services outlined in the Individualized Education Program (IEP) are delivered in person when school is open; in a hybrid or distance setting, services are adapted to virtual formats or alternative in-person arrangements in accordance with health guidance, ensuring comparable access to IEP services.
- IEP Meetings – Conducted within all required federal and state timelines via a virtual conference platform or in person, ensuring meaningful parent participation and access to interpretation services.
- Progress Monitoring – Student progress toward IEP goals is tracked regularly and communicated with families.

Related Services

- All related services (i.e., Speech and Language, Counseling, etc.) continue via teletherapy or in person depending on the instructional model and student need.
- Behavioral Supports – Behavior Intervention Plans (BIPs) are reviewed proactively during instructional model changes to ensure environmental consistency. Data collection continues in virtual and hybrid settings to inform necessary revisions.

Collaboration with Families

- Case Managers – Serve as primary points of contact for families, providing regular updates and support.
- Home-School Communication Logs – School will document all services provided in IEP management, and logs are available per parent/guardian request. All home-to-school communication will also be documented in the school information system.
- Family Workshops – Family workshops, with translation, are hosted to equip caregivers with tools to support learning at home. Feedback is collected to tailor topics to family needs.

504 Services

- Accommodations – Implemented across all settings (in-person, hybrid, and distance learning) in alignment with each student's 504 Plan. 504 Coordinators ensure all teachers (general and special education) are provided with updated accommodation plans and trained on how to implement them in virtual or alternative environments.
- Service Delivery and Access – If services (e.g., counseling, nursing care plans) are required in a 504 Plan, the school ensures these continue virtually or in an alternative format when physical access is limited.
- Reviews – Reviews continue to be conducted annually or as needed based on student progress, environmental changes, or parent request. If meetings are needed during an emergency scenario they will occur on a virtual conferencing platform, and translation will be provided as needed.

Other Targeted Student Groups

- Foster and Homeless Youth – Receive support through the McKinney-Vento liaison including tech access, supplies, transportation, and wraparound services.
- Tiered Interventions – MTSS structures continue across all settings, with documentation in school-wide platforms (e.g., Illuminate or Branching Minds).
- Mental Health and Counseling – Counselors and social workers continue services via secure telehealth platforms or in person as needed.

English Learners (EL)

How will EL students continue to be supported in alignment with the California English Learner Roadmap Policy.

- Designated ELL Instruction: Maintained across all instructional models (in-person, hybrid, or remote), with virtual or in-person small-group and individual support provided based on the instructional context and student need.

- Integrated ELL Instruction: Embedded into core content instruction and supported by EL specialists, instructional coaches, and classroom teachers through co-planning and targeted strategies.
- Language Proficiency Monitoring: Continued assessment using ELPAC and internal diagnostics (e.g., iReady, writing rubrics) to guide instruction and reclassification decisions.
- Family Communication and Support: All family communication (e.g., ParentSquare, report cards) is translated, and interpreters are available for conferences to ensure equitable access and engagement for families of English Learners.

Professional Learning

Professional learning opportunities and resources utilized if the need to pivot to remote instruction and assessment arises.

MWA prioritizes the continuous development of educators and staff to ensure high-quality instruction and student support across all instructional models, including in-person, hybrid, and distance learning.

Annual and Ongoing Professional Development (PD)

MWA will maintain a structured system of professional learning that supports:

- Instructional quality and adaptability across in-person and remote contexts
- Technology integration to enhance student learning
- Social-emotional learning (SEL) and trauma-informed practices
- Targeted support for students with disabilities, English Learners, and students experiencing homelessness or in foster care

Format

- Summer Training – Includes sessions on effective instructional strategies, culturally responsive teaching, social-emotional learning (SEL), and technology integration
- ICP-Focused Modules – Provide guidance on instructional shifts during emergencies, maintaining student engagement, and adapting lesson plans across modalities

Ongoing PD

Weekly or bi-weekly sessions tailored to role (e.g., teacher, paraprofessional, campus supervisor), focused on continuous improvement and urgent instructional needs.

PD priorities are guided by ongoing data (e.g., instructional observations, staff surveys, and student performance trends).

- Weekly Wednesday PD sessions (early release schedule)
- Monthly cross-campus collaboration sessions
- Content- and role-specific PLCs
- On-demand asynchronous resources (recorded workshops, help guides, etc.)

Leadership Support and Coaching

- Instructional coaches provide weekly planning and feedback meetings
- School leaders conduct regular walkthroughs (in-person or virtual)
- Coaches provide model lessons, co-teach sessions, and planning time to support unit and lesson development

- Individual coaching cycles focused on instructional moves and student data; coaching cycles include preparation for instructional continuity during school disruptions
- Support for new teachers via mentorship and onboarding programming

Safety and Operations Training

- Health & Safety Protocols – Staff receive training on COVID-related procedures, emergency drills, and supervision responsibilities
- Student Support – Training includes trauma-informed practices, behavior management, and supporting students in crisis

Communication & Collaboration

Regular communication ensures alignment across all staff roles, including instructional and non-instructional personnel.

- Team Meetings – Weekly department and grade-level meetings to align on instruction, data, and student supports
- ICP Updates – Staff receive regular updates on any ICP changes and have opportunities to provide feedback or request additional support.

Well-Being and Support Services

How the LEA will provide access to physical and mental health professionals, including those who speak languages other than English.

Access to Physical and Mental Health Professionals (including non-English language access)

Mental Health Providers

- Collaboration with Care Solace and other mental health partners to provide virtual and in-person counseling services during school disruptions
- Counseling staff offer bilingual or translation-supported sessions as needed to ensure language access for non-English-speaking students and families
- Community wellness programs are leveraged for extended family support and group sessions

Physical Health Access

- Coordination with school nurses and county health services to provide health screenings, referrals, and public health updates
- Telehealth resources are shared with families for continuity of care
- Referrals to community-based organizations for continuity of care

Food Service Providers

- MWA contracts with a service provider to ensure food service continues through grab-and-go or home delivery models if in-person operations are disrupted

Access to Back-Up Water, Medicine, and Emergency Supplies

MWA maintains basic emergency supply kits and protocols at each school site, including:

- Bottled water, first-aid kits, and non-perishable food for short-term shelter-in-place scenarios
- On-site medication access and distribution procedures for students with documented health plans (e.g., EpiPens, inhalers), coordinated through school health staff
- Coordination with Contra Costa Health Services and emergency responders for extended or large-scale disruptions

- Plans reviewed annually by the operations team and updated in accordance with county safety guidance

Plans to provide access back-up, water and medicines in the event of an emergency.

MWA maintains basic emergency supply kits and protocols at each school site, including:

- Bottled water, first-aid kits, and non-perishable food for short-term shelter-in-place scenarios
- On-site medication access and distribution procedures for students with documented health plans (e.g., EpiPens, inhalers), coordinated through school health staff
- Coordination with Contra Costa Health Services and emergency responders for extended or large-scale disruptions
- Plans reviewed annually by the operations team and updated in accordance with county safety guidance

Plans to ensure continuity of other support services, including special education, counseling, after-school programs, and access to kitchens and food services, adapting these services to the online or hybrid environment when necessary.

MWA is committed to ensuring continued access to key support services through adaptable delivery models:

- Special Education – Services continue per IEPs with teletherapy, virtual resource sessions, and adapted assignments. IEP meetings are held virtually as needed
- Counseling Services – Provided through Zoom, phone, or in-person depending on context and student needs. Social workers conduct regular check-ins for students receiving Tier 2/3 support
- After-School Programs – Partner organizations pivot to virtual enrichment sessions or learning support blocks; schedules are shared via ParentSquare
- Meal Access – Grab-and-go or home delivery models ensure families continue receiving meals. Distribution schedules and eligibility updates are communicated through multiple channels

Site-Based Collaboration

How administrators, faculty, information technology staff, students, and parents will collaborate in the development and implementation of this ICP.

To promote shared ownership and effective implementation of the ICP, MWA fosters ongoing collaboration among administrators, faculty, IT staff, students, and families.

Feedback and Input Mechanisms

- Surveys: Administered multiple times per year to students, families, and staff to understand experiences, needs, and barriers.
- Town Halls & Coffee Chats: Offer forums for discussion, updates, and Q&A around ICP planning and execution.
- Family Support Hotline: Managed by front office and student support teams to address real-time concerns and provide personalized assistance.

Crisis Communications

- Emergency Updates: Robocalls and SMS alerts will communicate closures, emergencies, and major shifts.
- ICP Activation Notifications: Clear, concise messages will outline the steps families should take in the event of a transition to hybrid or remote learning.

Return to Site-Based Learning

Conditions that must be met prior to returning from disruption including reopening sites.

Before reopening school sites and resuming in-person instruction, MWA will ensure that all operational, health, and instructional conditions meet safety and readiness standards. Return decisions will be made in coordination with public health guidance and based on a comprehensive review of site preparedness.

Conditions for Return Include:

Public Health Clearance

- Local and state health officials have deemed it safe to reopen schools.

Facility Readiness

- Classrooms and common spaces have been cleaned and sanitized.
- Safety signage, PPE supplies, and hygiene stations are in place.
- HVAC and ventilation systems meet health requirements.

Staff and Student Communication

- Clear guidance has been communicated to all stakeholders regarding the return timeline, expectations, and safety protocols.
- Training provided to staff on updated procedures.

Operational Support Systems Reinstated

- Food service, transportation (if applicable), and front office support are fully staffed and prepared.
- Emergency contacts and systems (e.g., health screenings, isolation protocols) have been tested and reactivated.

Instructional Readiness

- Classroom schedules, rosters, and learning materials have been transitioned back to in-person use.
- Teachers and support staff are positioned to resume in-person academic and social-emotional supports.

Equity Considerations

- Plans are in place to reintegrate students who may have experienced disengagement or hardship during remote learning.
- Additional support systems (counseling, tutoring, attendance outreach) are mobilized for returning students.

Integration with Comprehensive School Safety Plan (CSSP)

Integration of this Instructional Continuity Plan (ICP) into Making Waves Academy's Comprehensive School Safety Plan (CSSP).

This Instructional Continuity Plan (ICP) will be included as an integral component of Making Waves Academy's Comprehensive School Safety Plan (CSSP) by July 1, 2025, as required by SB 153. The information in this ICP will be considered in relation to other aspects of the existing safety plan. A locally-adopted CSSP must include this ICP to obtain approval of a Form J-13A waiver request beginning in fiscal year 2026-27.

Review and Updates of this Instructional Continuity Plan (ICP)

Frequency of review and update of this ICP.

This Instructional Continuity Plan will be reviewed and updated in collaboration with Educational Partners, considering feedback and lessons learned on the following basis:

To ensure continuous improvement and accountability, MWA will regularly monitor the implementation of this Instructional Continuity Plan (ICP), evaluate its effectiveness, and make necessary adjustments based on data and stakeholder feedback.

Plan Monitoring

- Designated Lead: A cross-functional ICP Working Group, led by Division Directors and supported by Operations and Technology leads, will oversee implementation and conduct monthly check-ins during emergency closures.
- Internal Progress Reviews:
- Biweekly status reports will be generated during active use of the ICP.
- Leadership meetings will include a standing agenda item to identify implementation barriers and propose real-time solutions.
- Team-Based Reflections: Each department (instruction, operations, tech, wellness) will maintain a reflective log or dashboard of implementation activities, updates, and issues.

Evaluation Methods

- Student Participation & Attendance:
- Analysis of remote/hybrid attendance to identify disengagement.
- Disaggregated data to ensure equity across grade levels and student groups.
- Academic Progress & Engagement:
- Review of internal assessments, formative checks, and assignment completion.
- Periodic student and family engagement surveys to assess satisfaction and effectiveness.
- Technology & Access:
- Surveys and real-time tech ticket data to monitor device functionality and internet access.
- Review of distribution and helpdesk responsiveness.
- Annual Budget Review / Emergency Funding & Contingency Planning:
- Budget planning cycles include a review of ICP needs (tech, training, tools) to ensure year-over-year improvements.
- Set-Asides for Emergencies: Unrestricted reserve funds allocated for continuity needs (e.g., emergency PPE, HVAC repairs, or tech replacement).
- Grants and ESSER Funding: MWA tracks and aligns allowable expenses with federal/state emergency funds when available.

Stakeholder Feedback

- Family & Student Surveys: Conducted in multiple languages to identify barriers, supports, and satisfaction.
- Staff Feedback:
- Weekly or biweekly check-ins to gauge workload, instructional needs, and morale.
- Feedback loops integrated into PD sessions and team meetings.

Continuous Improvement

- After-Action Reviews: Upon return to normal operations, MWA will conduct a structured review of ICP implementation.
- Annual Review: The ICP is reviewed annually and revised based on best practices, guidance, and lessons learned.
- Board Oversight: Updates are provided to the Board of Directors on planning and implementation outcomes.

Ongoing Evaluation of Needs

- Stakeholder Input: Family and staff survey data is used to prioritize resources that directly impact engagement and academic progress during disruptions.

Coversheet

Appoint Expulsion Hearing Officer: Alton B. Nelson Jr.

Section: IV. Action Items
Item: A. Appoint Expulsion Hearing Officer: Alton B. Nelson Jr.
Purpose: FYI
Submitted by: Elizabeth Martinez

BACKGROUND:

MWA's new charter has updated our approach to how expulsion hearings can be handled, adding the possibility of an Expulsion Hearing Officer to the two other methods (full board, administrative panel). The board will appoint Expulsion Hearing Officer to handle cases this academic year.

RECOMMENDATION:

We recommend the MWA Board appoints Alton B. Nelson Jr. as the Expulsion Hearing Officer for the current school year (2025-26).

Coversheet

RCM Healthcare Services Contract

Section: IV. Action Items
Item: B. RCM Healthcare Services Contract
Purpose: Vote
Submitted by:
Related Material:
MWA25-26 Contract _ RCM HEALTHCARE SERVICES _ Board Approved June 2025.pdf

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2025-2026

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

MAKING WAVES ACADEMY

Contract Year 2025-2026

X

Nonpublic Agency

Type of Contract:

X _____ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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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 RCM Technologies (USA), Inc DBA RCM HEALTHCARE SERVICES (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

the 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, 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 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; ; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

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

for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

LEA

RCM Technologies (USA),
Inc DBA RCM HEALTHCARE SERVICES

Nonpublic School/Agency

By: Signature Date

Name and Title of Authorized Representative

Making Waves Academy
LEA Name

By: Alton Nelson, Jr. 2025-06-20
Signature Date

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:

Name and Title		
Nonpublic Provider	School/Agency/Related	Service
Address		
City	State	Zip
Phone	Fax	
Email		

Alton Nelson, Chief Executive Office (CEO)		
Name and Title		
Making Waves Academy		
LEA		
4123 Lakeside Dr		
Address		
Richmond, CA 94806		
City	State	Zip
(510) 262-1511		
Phone	Fax	
Email		
anelson@mwacademy.org		

Additional LEA Notification
(Required if completed)

Glynis Shulters,		
Interim Director of		
Special Education		
Address		
City	State	Zip
Phone	Fax	
Email		
gshulters@mwacade		
my.org		

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: RCM Technologies (USA), Inc DBA RCM HEALTHCARE SERVICES
The CONTRACTOR CDS NUMBER: NPA ID: 9902264

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

Maximum Contract Amount:

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

- 1) Daily Basic Education Rate:

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

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	<u>See attached rate sheet</u>	
<u>Language and Speech (415)</u>	<u>See attached rate sheet</u>	
<u>Adapted Physical Education (425)</u>	<u>See attached rate sheet</u>	
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	<u>See attached rate sheet</u>	
<u>Health and Nursing: Other Services (436)</u>	<u>See attached rate sheet</u>	
<u>Assistive Technology Services (445)</u>	<u>See attached rate sheet</u>	
<u>Occupational Therapy (450)</u>	<u>See attached rate sheet</u>	
<u>Physical Therapy (460)</u>	<u>See attached rate sheet</u>	
<u>Individual Counseling (510)</u>	<u>See attached rate sheet</u>	
<u>Counseling and Guidance (515)</u>	<u>See attached rate sheet</u>	
<u>Parent Counseling (520)</u>	<u>See attached rate sheet</u>	
<u>Social Work Services (525)</u>	<u>See attached rate sheet</u>	
<u>Psychological Services (530)</u>	<u>See attached rate sheet</u>	

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

1. [Rate Sheet](#)
2. [Certificate of Liability Insurance](#)
3. [NPS Certification letter from the California Department of Education \(CDE\)](#)

(Education Code Sections 56365 et seq.)

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 COSTS \$ _____

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

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR- -LEA/SELPA-

(Name of Nonpublic School/Agency) _____
(Name of LEA/SELPA)

(Signature) (Date) (Signature) (Date)

(Name and Title) (Name of Superintendent or Authorized Designee)



Jackie DuVal
Jackie.duval@rcmt.com

Rates for: Making Waves Academy

SPECIALTY

Occupational Therapist (OT)
Speech Language Pathologist (SLP) – monolingual
Speech Language Pathologist Assistant (SLPa) – monolingual
Speech Language Pathologist (SLP) – bilingual
Speech Language Pathologist Assistant (SLPa) – bilingual
Audiologist
Physical Therapist (PT)
School Psychologist
Social Worker (LMFT, LCSW, LCSW)
Board Certified Behavior Analyst (BCBA)
Registered Behavior Technician (RBT)
Behavioral Aides/Behavioral Technician
Paraeducator
Instructional Aide
Education Specialist – mild/mod
Education Specialist – mod/sev
Teacher of Orthopedic Impairment (OI)
Teacher of Deaf and Hard Hearing (DHH)
Teacher of Students with Visual Impairments (VI)
Certified School Nurse
Registered Nurse (RN)
Licensed Vocational Nurse (LVN)

HOURLY RATES

\$97.00/hr direct & indirect
\$95.00/hr direct & indirect
\$85.00/hr direct & indirect
\$105.00/hr direct & indirect
\$95.00/hr direct & indirect
\$105.00/hr direct & indirect
\$95.00/hr direct & indirect
\$105.00/hr direct & indirect
\$78.00/hr direct & indirect
\$95.00/hr direct & indirect
\$55.00/hr direct & indirect
\$45.00/hr direct & indirect
\$45.00/hr direct & indirect
\$45.00/hr direct & indirect
\$82.00/hr direct & indirect
\$93.00/hr direct & indirect
\$95.00/hr direct & indirect
\$95.00/hr direct & indirect
\$95.00/hr direct & indirect
\$85.00/hr direct & indirect
\$65.00/hr direct & indirect
\$55.00/hr direct & indirect

***Additional specialties can be recruited for upon request**

9/27/2024

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	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED RCM Health Care Services 333 Seventh Avenue, 18th Floor New York, NY 10001	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A : Lexington Insurance Company	19437
	INSURER B : Federal Insurance Company	20281
	INSURER C : Ascot Specialty Insurance Company	45055
	INSURER D : Beazley Insurance Company, Inc.	37540
	INSURER E : Underwriters at Lloyd's, London	32727
	INSURER F : American Zurich Insurance Company	40142

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						035406661	10/1/2024	10/1/2025	EACH OCCURRENCE		\$ 1,000,000
			CLAIMS-MADE	X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)					\$ 1,000,000		
						MED EXP (Any one person)					\$ 1,000		
						PERSONAL & ADV INJURY					\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE		\$ 3,000,000						
	X	POLICY		PRO-JECT		LOC	PRODUCTS - COMP/OP AGG				\$ 3,000,000		
		OTHER:									\$		
											\$		
B	AUTOMOBILE LIABILITY						(24)74970355	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident)		\$ 1,000,000	
	X	ANY AUTO			BODILY INJURY (Per person)					\$			
		OWNED AUTOS ONLY		SCHEDULED AUTOS	BODILY INJURY (Per accident)					\$			
		HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)					\$			
										\$			
										\$			
C A		UMBRELLA LIAB		X	OCCUR	ESXS2410000458-04 018303372	10/1/2024 10/1/2024	10/1/2025 10/1/2025	EACH OCCURRENCE		\$ 10,000,000		
	X	EXCESS LIAB			CLAIMS-MADE				AGGREGATE		\$ 10,000,000		
		DED		RETENTION \$					\$				
									\$				
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				N / A	WC 0185265 10	10/1/2024	10/1/2025	X	PER STATUTE	OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)									E.L. EACH ACCIDENT	\$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below									E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
D A E	Tech/Cyber/Miscellaneous E&O Healthcare Prof Liab Architects/Engineers E&O					V3831E240101 6798007/6798277 B0621PRCMT001024/B0621PRCM T001124	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	Occ/Agg Occ/Agg Each Claim/Agg		\$5M/\$5M \$5M/\$10M \$5M/\$5M		

Healthcare Professional Liability | #6798007 | Description of Operations: Staffing of allied health professionals, home health care
Evidence of Insurance only.
Healthcare Professional Liability | #6798007 | Endorsement No. 7 – Amendment from Sexual Misconduct Exclusion to Abuse Exclusion Providing Limited
Coverage Endorsement | Each Perpetrator Limit of Insurance: \$1,000,000 | Aggregate Abuse Limit of Insurance: \$3,000,000 | Each Perpetrator SIR \$100,000 |
Retroactive Date: 04/23/2010

RCM Health Care Services
a Division of RCM Technologies (USA), Inc.
333 Seventh Avenue
18th Floor
New York NY 10001
USA

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE


152 of 383
Page 48 of 52

ENDORSEMENT NO. 7

This endorsement, effective 12:01 AM: October 1, 2024

Forms a part of policy no: 6798007

Issued to: RCM TECHNOLOGIES, INC.
DBA RCM HEALTH CARE SERVICES

By: LEXINGTON INSURANCE COMPANY

AMENDMENT FROM SEXUAL MISCONDUCT EXCLUSION TO ABUSE EXCLUSION
PROVIDING LIMITED COVERAGE ENDORSEMENT
(CLAIMS-MADE FORM)

This endorsement modifies insurance provided under the following:

HEALTHCARE PROFESSIONAL LIABILITY COVERAGE PART

SCHEDULE

Each Perpetrator Limit of Insurance:	\$ 1,000,000
Aggregate Abuse Limit of Insurance:	\$ 3,000,000
Each Perpetrator SIR:	\$ 100,000
Retroactive Date:	04/23/2010

(1) The Each Perpetrator Limit of Insurance is included within and reduces the Each Medical Incident Limit of the Policy, and (2) the Aggregate Abuse Limit of Insurance is included within and reduces the Aggregate Limit shown in Item 6(a) of the Declarations for Healthcare Professional Liability.

Paragraph L. Sexual Misconduct of Section III. EXCLUSIONS is deleted in its entirety and replaced with the following:

L. Abuse

Any liability arising, directly or indirectly, out of abuse including, but not limited to, the following:

1. Actual or threatened abuse of any person, committed or allegedly committed by any person; or
2. Any actual or alleged act or failure to act to identify, suppress or prevent the actual or threatened abuse of any person, by any person;

This exclusion applies regardless of the theory of liability or cause of action alleged in the claim or suit against any Insured including, but not limited to, allegations of vicarious liability, negligent employment, negligent investigation, negligent instruction, negligent supervision, negligent monitoring, negligent reporting to the proper authorities or failure to so report, negligent retention, negligent hiring, negligent credentialing, negligent placement, and/or negligent training.

However, this exclusion does not apply to:

1. Any specific individual Insured who allegedly committed such abuse (hereinafter, the perpetrator), unless it is determined by judicial determination that the perpetrator committed the abuse. If it is determined by a judicial determination that the perpetrator committed the abuse, we will not pay any damages with respect to such perpetrator, nor will we defend or pay any defense expenses after such judicial determination.

2. You and any other Insured, unless you or that Insured:

- a. knew or should have known about the **abuse** allegedly committed by the **perpetrator**, but failed to prevent or stop it; or
- b. knew or should have known that the **perpetrator** had a prior history of **abuse** ;

but, **we** shall only provide coverage under Subparagraphs 1. and 2. above, if all of the following conditions are met:

- 1. The **occurrence** takes place in the **coverage territory**;
- 2. The **occurrence** must first occur on or after the Retroactive Date shown on the Schedule of the *Amendment from Sexual Misconduct Exclusion to Abuse Exclusion Providing Limited Coverage Endorsement* (hereinafter, this endorsement) and before the end of the **policy period**; and
- 3. The **claim** for damages because of an **occurrence** must be first made against the **Insured** during the **policy period**.

Notwithstanding the definition of **occurrence** in the GENERAL POLICY PROVISIONS AND CONDITIONS in Section I. DEFINITIONS, as used in this endorsement only, **occurrence** means an act(s) of **abuse** against a **victim(s)** committed by one **perpetrator**.

Regardless of the number of act(s) of **abuse**, number of **victims** or length of time over which such acts of **abuse** occur, all act(s) of **abuse** committed by one **perpetrator** shall be deemed to have occurred in their entirety when the first act of **abuse** is committed by the **perpetrator**.

Limits of Insurance:

- 1. The provisions below fix the most **we** will pay regardless of the number of:
 - a. **Insureds**;
 - b. **Claims** made or **suits** brought;
 - c. Persons or organizations making **claims** or bringing **suits**, or
 - d. **Victims** of **abuse**.
- 2. Subject to the Aggregate Limit shown in Item 6(a) of the Declarations for Healthcare Professional Liability, the Aggregate Abuse Limit of Insurance shown in the Schedule of this endorsement is the most **we** will pay for the sum of all damages (and/or **defense expenses**, if **defense expenses** are included within the Limits of Insurance of this Policy) for **abuse**.
- 3. Subject to the Aggregate Abuse Limit of Insurance shown in the Schedule of this endorsement and the Each Medical Incident Limit shown in Item 6(a) of the Declarations, whichever amount remaining is less, the Each Perpetrator Limit of Insurance shown in the Schedule of this endorsement is the most **we** will pay for all damages (and/or **defense expenses**, if **defense expenses** are included within the Limits of Insurance of this Policy) for all acts of **abuse** committed by one **perpetrator**.

Deductible or Self Insured Retention:

- 1. Deductible (if an Each Perpetrator Deductible is shown in the Schedule of this endorsement)
 - a. The Each Perpetrator Deductible applies to each **perpetrator** in the same manner as set forth in Subparagraph 3. above. The Deductible applies to damages and/or **defense expenses** and is included within and reduces the applicable Limit of Insurance.

- a. The Deductible shall be paid by the **First Named Insured** and the **First Named Insured** shall not purchase any insurance to cover this Deductible obligation. **We** may pay all or part of the Deductible and upon notification of such payment made, the **First Named Insured** shall promptly reimburse **us** for the Deductible amount.
1. Self Insured Retention (if an Each Perpetrator Self Insured Retention is shown in the Schedule of this endorsement)
 - a. The Each Perpetrator Self Insured Retention applies to each **perpetrator** in the same manner as set forth in Subparagraph **3.** above. The Limits of Insurance apply in excess of the Self Insured Retention.
 - b. All of the provisions of the Self Insured Retention Endorsement attached to and forming a part of this Policy apply to this endorsement, except Sections I., II. and VI.

The following definitions are added to Section I. DEFINITIONS of the GENERAL POLICY PROVISIONS AND CONDITIONS:

1. **Abuse** means: any physical abuse, mistreatment or misconduct; any mental or psychological abuse, mistreatment or misconduct; physical assault; or **sexual misconduct**.
2. **Victim** means a **patient** who is the subject of an act(s) of **abuse**.

All other terms and conditions of the policy remain the same.



Authorized Representative



California Department of Education Nonpublic Agency (NPA) Certification

Date: December 30, 2024

NPA: RCM Technologies (USA Inc. dba RCM Health Care Services

NPA Identification Code: 9902264

Site Administrator: Andrew Hay

Mailing Address: 879 W 190th Street, Suite 400

City: Gardena

State: California

Zip Code: 90248

NPA Authorized to Provide Services at NPA Site: ☐ Yes

Site Address:

City:

State: California

Zip Code:

Grades: to

Ages: to Student Gender:

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. Certification does not allow for special education teacher.

☐ 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 ☒ LS DR ☐ PCT ☐ SD TI ☐ VE CD
☐ 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 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.

CERTIFICATE *of* SIGNATURE

REF. NUMBER
HSH7B-A9AHG-2D6TL-7HDBN

DOCUMENT COMPLETED BY ALL PARTIES ON
20 JUN 2025 16:42:18 UTC

SIGNER

ALTON NELSON

EMAIL
ANELSON@MWACADEMY.ORG

TIMESTAMP

SENT
20 JUN 2025 16:41:06 UTC

VIEWED
20 JUN 2025 16:41:55 UTC

SIGNED
20 JUN 2025 16:42:18 UTC

SIGNATURE

Alton Nelson, Jr.

IP ADDRESS
12.220.171.131

LOCATION
ORANGE, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
20 JUN 2025 16:41:55 UTC



Coversheet

2025-26 Employee Handbook

Section:	IV. Action Items
Item:	C. 2025-26 Employee Handbook
Purpose:	Vote
Submitted by:	Isabel Montilla
Related Material:	Summary of Changes to 2025_2026 Employee Handbook (1).pdf Employee Handbook 2025_2026.pdf

BACKGROUND:

Hello Board Members,

Attached is the updated Employee Handbook for your review and approval.

This revision includes new policies, as well as a complete reformat. We've simplified the language, revised for clarity, and corrected grammar and punctuation to ensure the document is clear and easy to read. A summary of the key policy changes is also attached for your convenience.

RECOMMENDATION:

The final draft of the **2025-2026 Employee Handbook** is attached for your review and approval.

EXECUTIVE SUMMARY OF CHANGES TO 2025-2026 EMPLOYEE HANDBOOK

People Operations and IT review of the handbook:

Added New Policies. Paid Parental Leave, Compensation Philosophy, Paid Time Off for Educator Credential Examination, and included current additional benefits.

Loyalty & Retention Bonus. Updated policy: Receive a 5% increase to your base salary at key loyalty milestones: 5, 10, and 15 years of service.

Editing. Reformatted the handbook, simplified the language to be clear and less formal, revised for clarity, and corrected all grammar and punctuation errors to ensure clarity.

Anthony Serrao, Young, Minney & Corr, Labor and Employment review of the handbook:

Blackout Dates. Made clear that blackout dates do not prevent staff from using sick leave when they are sick.

Fair Employment and Housing Act (FEHA). Included all protected classes described in FEHA within our equal employment opportunity policy. It was a recent addition to FEHA.

Holiday Pay. “Most schools do not pay staff who do not regularly work when a holiday occurs. For example, instructional staff are generally not paid for Juneteenth or Independence Day as these occur during the summer. We added language to reference this requirement.”

Lactation Accommodation. Added new language that addresses recent new requirements for lactation spaces.

Paid Parental Leave. Tied it to FMLA/CFRA eligibility. “This way, only employees who are eligible for 8 weeks of bonding leave can receive the supplemental pay. Otherwise, MWA will have employees who are not eligible for bonding leave, but who will expect time off with supplemental pay because of this policy.”

Paid Sick Leave. Updated policy: 1) Since employees are not front-loaded sick leave, they must be allowed to accrue and carry over at least 80 hours of sick leave. 2) However, 80 hours is the minimum cap for employees with this accrual (part-time, temporary and seasonal). If this leave is not capped, it may accrue without limit. 3) Added to make clear that sick leave transfers may depend on verification from the prior school, which is outside of MWA’s control.

Title IX statement. CA laws now require a Title IX statement to be included within the handbook.

Wage Garnishments. Update the language concerning wage garnishments because “MWA is not allowed to take action based on a single wage garnishment, but may consider addressing the situation and/or evaluate the need for action if there are multiple garnishments.”

Wage Overpayments. Edited re., Education Code section 44042.5, which allows MWA to collect wage overpayments from employees in certain instances as described.



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WELCOME!

From Alton B. Nelson Jr., Making Waves Academy CEO

Dear Making Waves Academy Staff,

Making Waves Academy is a WASC-accredited, 5th through 12th-grade public charter school and also a non-profit, tax-exempt organization. The aim of MWA is to work with and provide holistic support to historically underserved young people from Richmond and the surrounding community, and for these students to have access to a high-quality 5th-12th grade public education, go on to college, and become contributing members in their respective communities. The vision of MWA is for our students to graduate from four-year colleges, and other appropriately-challenging, post-secondary education and career pathway institutions, with minimal debt. We help students identify what they are passionate about, what their dreams for themselves are, and support them in aligning their career pathway pursuits, passions, and dreams with post-secondary education pathways and options.

Upon graduation from MWA, the College Advising Program (CAP) staff of coaches and administrators work with MWA graduates on their varied post-secondary pathways to provide financial and coaching support to students in meeting challenges that may arise. For over thirty years, MWA has successfully supported hundreds of hard-working students in colleges and universities throughout the country on the pathway to earning their degrees and certifications.

In order for the organization to be successful, and in order to develop and maintain a healthy, productive, and safe work environment, there are policies, procedures, and protocols that must be followed by all MWA employees. To this end, please find this detailed set of policies, procedures, and guidelines governing MWA employee expectations.

The MWA community, composed of students, parents/guardians, staff, faculty, administration, and members of the Board of Directors, work to support the attainment of Wave-Maker goals of college graduation, realizing their goals for themselves, and “recycling their success” by giving back to their respective communities. Following and adhering to the policies and procedures of this Handbook helps to create a safe and supportive environment for the community of adults and students at MWA.

Thank you.

Check out our [website](#) for the latest Making Waves Academy Impact Report.

OUR APPROACH

Objective

Our objective is to address the disparity in educational opportunity that exists between suburban and urban youths, and to improve the educational opportunities for students in the Richmond area.

Mission

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

Vision of Impact

Traditionally underserved students in Richmond and Contra Costa County.

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

Core Values

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

Our History

In 1989, John Scully, Managing Director of the investment firm, SPO Partners, had a vision. He shared this vision with fellow Branson School Board Member, the late Reverend Eugene Farlough, Pastor of the Sojourner Truth Presbyterian Church in Richmond, and together they created Making Waves, an organization that would support the healthy well-being, education and pre-career development of urban children. Mr. Scully's vision grew from his experiences and his observation of numerous public education systems in California and throughout the nation. From these observations, he concluded that the disparity in equal educational opportunity between the "haves" and the "have-nots" was increasing at an alarming rate. Mr. Scully also concluded that unless innovative programs were created to support and augment the efforts of certain public school systems, this circumstance would continue to worsen. He reasoned that this deteriorating condition was unacceptable because of its inevitable, undeniable outcome: millions of Americans lacking the skills required to provide an adequate quality of life for themselves, their families and the communities in which they reside. While Mr. Scully does not serve in any formal capacity at MWA, his role as Founder of Making Waves, his reasons for starting Making Waves, and his vision for serving this community informs our approach. Making Waves Academy opened its doors to its first students in 2007.

Our Program

From our origins as an after-school tutoring and teaching program, we have evolved into a comprehensive, holistic, 5th-12th grade public charter school. Our tremendous success is predicated on a program that focuses on the whole child and provides an array of services: rigorous academic instruction, academic support, healthy meals, mental health counseling, college counseling, and family support.

Purpose of This [Handbook](#)

Welcome to your MWA Employee Handbook. This guide is your go-to resource for understanding our policies, procedures, and expectations, as well as the benefits and opportunities available to you. It's designed to ensure a clear, consistent, and respectful workplace for everyone, all while reflecting our commitment to California (CA) labor laws. Think of it as a helpful roadmap for your successful journey with MWA.

We encourage you to read this handbook carefully. It's a key resource for understanding your responsibilities and the supportive environment we strive to create. If you have any questions as you read, please don't hesitate to reach out to the People Operations Department (formerly known as Human Resources).

Key Points About Your Employment

- **Voluntary and At-Will Employment:** Your employment with us is voluntary. This means both you and Making Waves Academy can end the employment relationship at any time, for any reason, with or without cause or notice, as long as no federal or state laws are violated.
- **No Employment Contract:** This handbook is not a contract for continued employment, nor is it a legal document. Nothing in it promises ongoing employment.
- **Authority to Change At-Will Status:** No manager, supervisor, or school representative can change your at-will employment status. Only the School's Board, through a written agreement signed by the Board President, has the authority to make such a change.
- **Handbook Updates:** This handbook, along with its policies and procedures, replaces all previous written or oral agreements about your employment terms. Making Waves Academy can change any policies and practices (except your at-will status) at any time, including your hours, wages, benefits, and working conditions. We'll communicate any changes through official notices, and these updates will supersede, modify, or eliminate existing policies.

Employee Handbook Receipt Acknowledgment

I acknowledge I have been provided with digital access to the MWA Employee Handbook. I understand it is my responsibility to read and comply with all policies and procedures contained within. I also acknowledge that the school may update this handbook periodically, and I am responsible for reviewing any revised versions.

Your digital signature of receipt is required to confirm that this document has been received and reviewed by you. Just so you know, **we will keep a secure copy of your signature on file** for our records.

At-Will Employment

Unless your individual employment contract states otherwise, all MWA employees are considered "at-will" employees. This means either MWA or you can end the employment relationship at any time, for any reason, with or without cause or advance notice.

Nothing in this Handbook, employment applications, MWA memos, or any other materials alters MWA's right to terminate an at-will employee or requires "cause." Any specific grounds for termination mentioned are illustrative, not exhaustive, and do not limit our at-will right. Only the School's Board, through a written agreement signed by the Board President, has the authority to modify this policy for any employee.

Each school year, we conduct an annual intent-to-return process to plan staffing. Employees facing corrective action or performance concerns may be considered for a Performance Improvement Plan (PIP) or non-renewal of their at-will employment. PIPs are not required; MWA solely decides whether to issue one.

This at-will policy cannot be changed by any statements in this Handbook, employment applications, MWA memos, or other materials. These documents, individually or together, and any employment practices, do not create an express or implied contract of employment for a definite period or concerning specific terms or conditions.

Equal Employment Opportunity

MWA is an equal opportunity employer. It is the policy of the school to afford equal employment and advancement opportunity to all qualified individuals regardless of:

- actual or perceived physical or mental disability (including HIV and AIDS)
- gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned)
- sex (including reproductive health decision-making, pregnancy, childbirth, breastfeeding, and medical conditions related to such)
- sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex)
- marital/registered domestic partner status
- age (forty or over)
- national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. as authorized by federal law)
- taking of a leave of absence pursuant to the Family Medical Leave Act, Pregnancy Disability Leave law, Americans with Disabilities Act, California Family Rights Act, the Fair Employment and Housing Act, or laws related to domestic violence, sexual assault and stalking
- race (including traits associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists)
- color
- religious creed (including religious dress and grooming practices)
- sexual orientation

- medical condition (including cancer and genetic character)
- genetic information
- military and veteran status, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code, or any other consideration made unlawful by federal, state, or local laws

This policy extends to all job applicants and employees and to all aspects of the employment relationship including hiring, training, transfer, promotion, discipline, termination, compensation and benefits of existing employees. This policy protects qualified individuals based on the perception that the individual has any of these characteristics or any combination of these characteristics, or is associated with an individual who has, or is perceived to have, any of these characteristics or a combination of these characteristics.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the school will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the People Operations Department and request such an accommodation. The individual with the disability should specify what accommodation they need to perform the job, or if unknown, what job duties are impaired by the disability. The school then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. The school will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the school may make the accommodation.

Unlawful Harassment, Discrimination, and Retaliation

MWA is committed to a workplace and educational atmosphere free of unlawful harassment, discrimination, and retaliation based on a wide range of protected characteristics. This includes, but is not limited to:

age, ancestry or national origin, color, gender, gender identity, or gender expression, genetic information, marital status, medical condition, physical or mental disability, race, religion, sex, sexual orientation, veteran or military status, or other protected category under the law is prohibited and unlawful

This policy applies to all employees, volunteers, and independent contractors. You should not be harassed, discriminated against, or retaliated against based on any of these characteristics. MWA does not tolerate unlawful harassment, discrimination, or retaliation by any employee (including supervisors and managers) or third parties. Supervisors and managers are required to report any complaints of unlawful harassment to the Senior Director of People Operations or their designee.

When we receive allegations of unlawful harassment, discrimination, or retaliation, the Board (if the complaint is about the CEO) or the Senior Director of People Operations or their designee will conduct a fair, timely, and thorough investigation. This process aims to provide all parties with an

appropriate opportunity to present information and reach reasonable conclusions based on the evidence. Investigations will be handled as confidentially as possible, though complete confidentiality cannot be guaranteed.

Complainants and witnesses will not face retaliation for making good faith complaints or participating in an investigation. We are committed to taking corrective action when investigation findings show that unlawful harassment, discrimination, or retaliation has occurred.

Workplace Harassment Restraining Orders

In addition to addressing violence or threats, MWA can now seek a temporary restraining order (TRO) on behalf of an employee who is experiencing harassment at work. This allows us to take action to protect employees even before the behavior escalates to violence, promoting a safer work environment for everyone.

Prohibited Unlawful Harassment

Harassment that is unlawful can take many forms, including:

- epithets, derogatory jokes or comments, or slurs
- assault, unwanted touching, intentionally blocking normal movement, or interfering with work due to sex, race, or any other protected characteristic
- *retaliation* for reporting or threatening to report harassment
- unfair treatment based on any of the protected characteristics listed above

Prohibited Unlawful Sexual Harassment

MWA is dedicated to providing a workplace free of sexual harassment. We consider sexual harassment a serious offense that can lead to corrective action, including dismissal of the offending employee.

Sexual harassment includes sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, regardless of whether it's motivated by sexual desire, when:

- Submission to the conduct is explicitly or implicitly a term or condition of employment
- An employment decision is based on an individual's acceptance or rejection of the conduct
- The conduct interferes with work performance or creates an intimidating, hostile, or offensive working environment
- It is also unlawful to retaliate against any employee who raises a good faith concern about sexual harassment, whether directed at them or another individual

Every employee shares the responsibility to maintain a workplace free from sexual harassment. If you become aware of any conduct that may constitute sexual harassment or other prohibited behavior, especially if you have supervisory responsibilities, please take immediate action to address it. If you believe you have been sexually harassed or witnessed sexual harassment, we encourage you to report it immediately to your supervisor and/or the Senior Director of People Operations. You can find the Harassment/Discrimination/Retaliation Complaint Form in Appendix A and the general Internal Complaint Form in Appendix B.

Examples of sexual harassment, though not an exhaustive list, include:

- **Physical assaults of a sexual nature:** Rape, sexual battery, molestation, or attempts to commit these acts; intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- **Unwanted sexual advances, propositions, or comments:** Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
- **Preferential treatment or promises of preferential treatment:** To an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward, or disparate treatment for rejecting sexual conduct.
- **Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct:** Or intentionally making the performance of the employee's job more difficult because of the employee's sex.
- **Sexual or discriminatory displays or publications anywhere at the workplace:** Displaying sexually suggestive, demeaning, or pornographic pictures, cartoons, posters, calendars, graffiti, objects, or reading materials; publicly reading or publicizing such materials in the work environment; or displaying signs or other materials purporting to segregate an employee by sex in a workplace area (other than restrooms or similar rooms).

While personal relationships are private matters, they are not always appropriate in a professional setting, especially when one person has management or supervisory responsibilities. Therefore, consensual relationships in the workplace may violate MWA policy.

Training Requirements

All supervisors will receive two hours of sexual harassment prevention training within six months of hire or assuming a supervisory role, and every two years thereafter.

All other employees will receive one hour of sexual harassment prevention training within six months of hire and every two years thereafter.

This training covers all legally required topics, including the negative effects of abusive conduct on victims and others in the workplace. It also addresses methods to prevent abusive conduct (malicious behavior a reasonable person would find hostile, offensive, and unrelated to legitimate business interests), such as repeated verbal abuse, threatening or humiliating conduct, or sabotaging work performance. Supervisors will also be trained on how to appropriately respond when they become aware of unlawful harassment.

Title IX Notice of Nondiscrimination

MWA does not discriminate on the basis of sex and prohibits any acts of sex discrimination including sex-based harassment in any education program or activity that it operates, as required by CA law, Title IX (20 U.S.C. § 1681 et seq.) and the Title IX regulations (34 C.F.R. Part 106), including in admission and employment.

Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Charter School Title IX Coordinator, the Office for Civil Rights of the U.S. Department of Education, or both.

All complaints and reports of conduct that may constitute sex discrimination including sex-based harassment should be submitted to our Title IX Coordinator, who can be reached at:

- **Title IX** - Elizabeth Martinez, Chief Operating Officer, compliance@mwacademy.org (510) 262-1511
- **Title II, Title V, Title VI, 504** - Elizabeth Martinez, Chief Operating Officer, compliance@mwacademy.org (510) 262-1511

A copy of MWA's Title IX Policy, which includes the specific rules and procedures for reporting sex discrimination and sex-based harassment occurring within MWA's education program or activities and for pursuing available remedies, is available on the MWA website at

<https://www.makingwavesacademy.org/governance/complaints>.

MWA POLICIES & PRACTICES

Work Eligibility

To comply with federal law, MWA only employs United States citizens or individuals legally authorized to work in the United States. We reserve the right to consider sponsoring applicants or employees for a visa, depending on individual circumstances and operational needs, with practices subject to variation each school year.

On or before your first day of work, all new employees must complete Section 1 of Form I-9 and provide proof of identity and work eligibility. If this proof isn't provided **within three business days of your hire date**, your employment may be terminated. If you've worked at MWA within the last three years, you may not need to submit a new Form I-9 unless your previous one is no longer valid.

Immigration Compliance

MWA complies with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States. However, we will not check the employment authorization status of current employees or applicants who were not offered positions, unless legally required.

MWA will not discharge or discriminate, retaliate, or take any adverse action (e.g., threatening to report suspected citizenship or immigration status of an employee or family member) against any employee or applicant because they exercised a right protected under applicable law. We also will not discriminate against any individual because they hold or present a driver's license issued under Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the Immigrant Worker Protection Act, MWA will not allow a federal immigration enforcement agent to enter any nonpublic areas of MWA without a judicial warrant, or voluntarily consent to access employee records without a subpoena or judicial warrant. If a search of employee records is authorized by a valid subpoena or judicial warrant, MWA will provide employees notice of the inspection both before and after it has occurred, as required by law.

Criminal Background (Fingerprint) Check

For the safety and well-being of our students, all individuals who work or volunteer at MWA must pass a fingerprint-based criminal background check, as required by CA law.

You cannot work at MWA if you have been convicted of:

- A controlled substance offense
- Sexual offenses
- Any serious/violent felony

- Any other condition that would prevent employment in a public-school district (unless a specific legal exception applies)

We cannot hire any applicant until the CA Department of Justice and FBI complete their check of your criminal history.

Notification of Criminal Offenses

During your employment with MWA, you must report any criminal charge or conviction to the Senior Director of People Operations within 24 hours of the event. We also request that you notify us if you are arrested after being hired. We will take appropriate action based on these notifications.

Work Schedule & Employee Classifications

Work Schedule

MWA's standard operating hours are typically from 7:30 a.m. to 6:30 p.m., Monday through Friday. MWA mandatory work hours are 8:00 a.m. to 4:30 p.m.

Requesting a Schedule Modification

All requests are subject to approval by the immediate supervisor, the Senior Director of People Operations, and the Head of School. The decision will be based on:

- **Impact on Students:** The primary consideration is how the modification will affect student learning, safety, and the classroom environment.
- **Operational Needs:** The school's ability to cover the employee's duties without hiring a full-time replacement or unduly burdening other staff members.
- **Compensation:** Any schedule modification may result in an adjustment to an employee's salary and/or benefits, as required by law (e.g., Fair Labor Standards Act for exempt employees) and determined by the Senior Director of People Operations.

The school makes no guarantee that any request for a schedule modification will be approved. Approval is granted at the school's sole discretion and may be revoked at any time if the modification negatively impacts the school's operations or student learning.

Employee Classifications

To help you understand your employment status, here are the classifications used at MWA:

1. Based on Fair Labor Standards Act (FLSA) Status

Exempt Employees (Salaried):

- **Definition:** These positions meet specific legal criteria (related to duties and salary level) that exempt them from federal and state overtime pay requirements. These roles often include management, administration, or professional positions, like teachers.
- **Key Characteristic:** Exempt employees are paid a consistent salary regardless of the exact number of hours worked in a week. They are not eligible for overtime pay.

Exempt employees are expected to adhere to MWA's mandatory work hours and commit additional time as needed to fulfill job responsibilities satisfactorily.

Non-Exempt Employees (Hourly):

- **Definition:** These positions are covered by federal and state wage and hour laws, meaning they are eligible for overtime pay.
- **Key Characteristic:** Non-exempt employees are paid for all hours worked, including overtime (typically 1.5 times their regular rate for hours over 8 in a day or 40 in a week, and double time for hours over 12 in a day). They are also subject to meal and rest break requirements.

Important Note: Your FLSA status (exempt or non-exempt) is determined by your job duties and salary, not by your job title or whether you are paid hourly or by salary.

2. Based on Work Schedule:

Full-Time Employees:

- **Definition:** Employees who are regularly scheduled to work 30 or more hours per week.
- **Benefits:** Full-time employees are generally eligible for the full range of MWA-sponsored benefits.

Part-Time Employees:

- **Definition:** Employees who are regularly scheduled to work less than 30 hours per week.
- **Benefits:** Part-time employees may be eligible for certain pro-rated benefits.

Temporary/Seasonal Employees:

- **Definition:** Employees hired for a specific project, for a defined period, or to cover a temporary need. Their employment is expected to end on a specific date or upon completion of a task.
- **Benefits:** Temporary/seasonal employees are not eligible for benefits.

Your specific classification will be communicated to you upon hire. If you have questions about your classification or its implications, please contact the People Operations Department.

Conflict of Interest

A conflict of interest exists when your loyalties or actions are divided between MWA's interests and those of another, or when you can influence a decision that might result in personal gain for yourself or a relative due to MWA's business dealings. Both the fact and the appearance of a conflict of interest should be avoided.

Political Expression & Professionalism

At our school, we value citizen participation and respect your right to hold personal political beliefs. We will not discriminate against any employee for engaging in lawful political activity outside of work.

However, when you engage in any political activity, you must make it clear that your actions and opinions are your own and do not represent the school. This ensures the school's political neutrality is maintained and protects both your right to free expression and our institution's integrity.

Fair Hiring and Employment Policy

To ensure fairness and prevent conflicts of interest, all employment decisions will be based on qualifications, skills, and performance, not on personal relationships.

Definitions

- **Related Persons:** This policy applies to family members including spouses, registered domestic partners, parents, children, siblings, grandparents, grandchildren, aunts, uncles, nieces, nephews, and first cousins. It also includes any in-laws, step-relatives, adoptive relatives, guardians, wards, or anyone living in the same home as an employee or student.
- **Romantic Relationships:** This includes dating, being engaged, or any voluntary physical or romantic relationship.

For Employees

- You may not be in a romantic relationship with anyone you supervise.
- We discourage romantic relationships between coworkers as they can create a difficult work environment.

For Job Applicants

- We do not discriminate against applicants who are related to current employees.
- Relatives applying for a job will be subject to the same requirements as all other candidates.
- The hiring process will be fair, and a relative who is a current employee will not be involved in the hiring decision.

Employment Decisions

- Employees and volunteers are not allowed to make or influence any hiring, management, or business decisions involving a relative.
- **You cannot directly supervise a relative.**

Outside Employment (Moonlighting)

We understand that some employees may choose to have other jobs outside of MWA. You are permitted to do so, as long as it doesn't **conflict with your work here or negatively impact MWA.**

Key Guidelines for Outside Employment

- **No Conflicts:** Your outside work or activities must not compete with MWA's interests, use our tools, equipment, or confidential information without permission.
- **No Work During MWA Hours:** You cannot solicit or conduct any outside business while you are working for MWA.
- **Maintain Performance:** Your outside job is not an excuse for poor performance, absenteeism, tardiness, leaving early, or refusing necessary work (like travel or overtime) at MWA. If your outside work causes problems here, you may be asked to stop it and could face corrective action.
- **No paid sick leave for Other Work:** You cannot use MWA-paid sick leave to perform work for another employer.

- **Avoid Conflicts of Interest:** If your outside employment creates a conflict of interest with MWA (as defined in our Conflict-of-Interest Policy) or could negatively affect MWA, you will be asked to end that outside employment.
- **Your Rights:** Nothing in this policy is intended to limit or interfere with your rights under the National Labor Relations Act, including your right to organize or engage in protected activities regarding your employment terms and conditions.

Participation in Recreational or School Activities

You may choose to volunteer or chaperone activities sponsored or supported by MWA. Your participation in these activities is strictly voluntary. You are not required to participate in recreational or social events, and no work-related duties demand this involvement.

Your participation in these off-duty, voluntary activities is at your own risk. MWA is not liable for any issues arising from your participation. You may be asked to sign a waiver acknowledging your voluntary participation and releasing the school from any associated liability.

Attendance and Punctuality

Absenteeism and tardiness negatively impact our educational program and student learning. All employees are expected to arrive at work consistently and on time. All employees must notify their supervisor when absent from the school campus during the workday.

When to Notify

Tardy

If you're going to be late, let your supervisor know immediately and tell them when you expect to arrive. More than three instances of non-illness related tardiness in the school year are considered excessive. Any unexcused absence is also considered excessive.

Scheduled Absence (Planned)

A scheduled absence is any planned time off from work.

Advance Approval: All planned time off must be approved by your supervisor in advance. Your absence is not approved until you receive **confirmation from your supervisor**.

Notification Time: Requests for scheduled absences should be submitted with sufficient advance notice to allow for proper planning and coverage, typically two weeks in advance.

Professional Development: Absences for personal reasons or professional development requires advance approval at least two weeks in advance, or as soon as possible, considering the least disruptive time for students and school operations. In some cases, you may need to provide verification or documentation for your absence.

Substitute Teacher Requests

The underlying expectation is that teachers' absences should minimize disruption to student learning. This is why timely notification and comprehensive lesson plans are so important. For planned absences, all instructional staff must fill out the **MWA Lesson Plan Template** with detailed plans for the substitute teacher and submit them through the designated section in the **Call Out Form**.

To ensure we can assign a substitute teacher who is already familiar with our students and school culture, ***please give us advance notice as early as possible***. This allows us to prioritize substitutes from our preferred list, ensuring a more seamless learning experience for our students.

Unscheduled Absence (Unexpected Illness, Emergency)

An unscheduled absence is an ***unforeseen absence*** from work. For unscheduled absences lasting more than one day, you must ***notify your supervisor daily***, unless otherwise arranged, to keep them updated on your status and expected return to work.

- ***Notification Time:*** If you are unable to report to work due to an unforeseen reason (e.g., sudden illness, family emergency), you must notify your supervisor as soon as possible, and generally no later than one hour ***before*** your scheduled start time.
- ***State the reason for your absence:*** It's important for MWA to understand if the absence falls under a legally protected leave (e.g., FMLA/CFRA, Bereavement, etc.).

Instructional staff must notify their supervisor ***no later than 6:00 a.m.*** the morning of an unforeseen absence. Instructional staff must also fill out a Google form, MWA Leave & Calling Out Form and MWA Substitute Lesson Plan Template ***no later than 6:00 a.m.*** the morning of an unforeseen absence from work. For unexpected illness/emergency, instructional staff are expected to have ***"emergency" lesson plans*** available and accessible.

Consequences of Non-Compliance

Unapproved Absences/Tardiness: Failing to follow reporting procedures or having unapproved absences/tardiness may lead to corrective action, especially if it's habitual or significantly impacts school operations. We expect you to be highly responsible and proactive about your attendance, recognizing the direct impact on students and the need to ensure continuity of instruction and supervision.

Blackout Dates

To ensure we maintain a stable learning environment for our students, we have specific guidelines for taking time off. For example, we encourage you to take time off work during scheduled school breaks, such as Thanksgiving week and Spring Break. However, certain days and periods are designated as "blackout dates" due to critical school operations, student safety, or instructional needs. ***We ask that you do not take time off during these times.*** Blackout dates do not prohibit employees from using accrued sick leave for qualifying reasons.

Restricted Periods

The following times are considered blackout dates when taking time off is restricted:

- First four weeks of the school year AND final four weeks of the school year
- One day before or after extended holiday weekends AND two days before and after week-long breaks (typically in November, February, and April)
- Last two weeks in December before winter break AND first two weeks of the second semester
- During SBAC or AP testing windows
- The week after school ends (for non-instructional, year-round employees)

If you must be absent during a restricted period, you'll generally need special, advance approval from the **Head of School, the CEO/COO, or their designee**. Without it, your absence won't be approved. Rare exceptions for **significant life events** like weddings, funerals, graduations, milestone birthdays, or college send-offs may be considered.

Unpaid School Break Days (for Non-Exempt Employees)

For non-exempt employees, pay is not provided for days during school breaks that are not officially recognized as MWA holidays. To illustrate, if a school break lasts for a week and only one day within that week is a MWA holiday, you will receive pay solely for that holiday. All other days in that break week will be unpaid, unless you choose to use any accrued vacation time and/or personal days.

Telework Policy

At MWA, we recognize that working remotely can be a flexible and effective option for certain roles, especially as we adapt to evolving work styles. Our telework policy allows **eligible employees** to work from home or another approved remote location **one day a week**. Decisions regarding telework are always made with the school's operational needs as the top priority. Telework is a privilege, not an automatic right or a school-wide benefit. **All telework arrangements are temporary.**

Who is Eligible?

To be considered, you must be in a position that does not require direct, in-person support for daily school operations or engagement with faculty, students, and families. A telework arrangement must not harm the productivity or work quality of other employees or interfere with school operations.

Eligible Roles

- Executive (e.g., CEO, COO)
- Director (e.g., Sr. Director of Finance, Sr., Director of People Operations)
- Manager/Administrator (e.g., Compliance, Data, and Assessment Manager, Payroll/Accounts Payable Administrator)

Not Eligible Roles (Roles that require in-person support include):

- Expanded Learning
- Faculty
- Intervention Services
- Operations
- School-based Information Technology (IT)
- Student Support Services

We also consider:

- **Effective Electronic Communication:** Your job duties must allow you to communicate effectively using MWA issued electronic tools.
- **Independent Work & Strong Time Management:** You must be able to work effectively on your own for extended periods, and you need to show excellent time-management skills, completing tasks efficiently and by deadlines.

- **Good Standing:** You must be in "good standing." This means you are performing your job duties competently, adhering to policies and procedures, maintaining professional conduct, you have no active disciplinary actions, and you are in compliance with training requirements.

Your Telework Responsibilities

- **Job Responsibilities:** You are expected to fulfill all your job requirements as if you were working on campus. You are expected to maintain high levels of productivity and work quality. If your performance declines, your telework assignment will be reviewed and may be ended.
- **Communication & Accessibility:** You and your supervisor will agree on communication methods. You must be accessible at all times during MWA's mandatory work hours. If you're unavailable during this time, you must notify your supervisor.
- **Personal Appearance:** You must maintain professional standards of dress and grooming.
- **Professional Boundaries:** When interacting remotely with students or families, you must maintain appropriate professionalism and **fully comply with the Professional Boundaries: Student Interaction Policy.**

Workspace, Equipment & Security

Suitable Workspace: You need a designated workspace that is safe, distraction-free, and protects the security of MWA's data and networks.

School-Provided Equipment: MWA will supply and maintain all necessary technology equipment subject to availability. This equipment is **for work purposes only.**

Safety: Your telework space is considered an extension of the school's worksite. You have the same responsibility for safe practices, accident prevention, and immediate reporting of accidents/injuries as you would on campus. If an injury, accident, theft, or loss occurs, you must **immediately report it to your supervisor and People Operations**, and allow MWA or its representative to investigate or inspect the site if needed.

Separation from Employment

Resignation

We understand that circumstances can lead you to decide to move on from MWA. Because your employment with us is at-will, you always have the freedom to resign at any time, for any reason, with or without notice.

While not required, we kindly ask that you provide MWA with at least two weeks' notice, preferably in writing. This helps us ensure a smooth transition, manage workloads, and maintain continuity for our students and colleagues.

MWA reserves the right to determine your final day of employment based on school needs following your notice.

Employment Termination

As an at-will employer, MWA retains the right to end employment at any time, with or without advance notice or specific cause. Please understand that the school does not offer an appeal process for termination decisions.

Job Abandonment

Consistent attendance is important. If you don't report to work and fail to notify your supervisor for three consecutive days, we'll consider this a voluntary resignation without notice. This will be effective at the end of your normal shift on the third day. Please know that employees who separate due to job abandonment are not eligible for rehire.

Your Final Paycheck

We want to make sure your final paycheck is handled smoothly and on time, whether you're resigning or your employment is ending. Here's how it works:

If You Resign

- **With 72+ Hours' Notice:** If you give us at least 72 hours' notice before your last day, you'll receive your final paycheck on your last day of work.
- **With Less Than 72 Hours' Notice:** If you give less than 72 hours' notice, your final paycheck will be mailed to your address on file. The date it's mailed is considered your payment date.

If Your Employment is Ended by MWA

If your employment is involuntarily ended by MWA, you'll receive your final paycheck on your last day of work.

Your final paycheck will always include all money you've earned up to your last day, including accrued vacation/personal day, minus any required taxes and other mandatory deductions, all in line with state and federal guidelines. ***If you want your final wages by direct deposit, we will need this request in writing.***

Rehire Policy for Former Employees

Rehire Eligibility

Consistent with our Equal Opportunity Employment Policy, MWA offers equal employment and advancement opportunities to all qualified individuals regardless of race, color, gender, or any other protected class. However, former MWA employees may not be eligible for rehire if one or more of the disqualifying reasons below apply.

- You were let go by MWA because of your work performance and/or behavior. This includes if you were terminated from at-will employment, or if your employment offer was simply not renewed.
- Prior performance or behavior issues (informal or formal).
- You didn't have (or couldn't keep) the required license or certificate for your job.
- Negative findings on your background check.
- You quit because you thought MWA was going to let you go, or because you knew MWA wasn't inviting you back for the following school year.
- You abandoned your job at MWA.

- You didn't meet the necessary employment immigration rules for your job.

In short: MWA typically won't rehire former employees who left due to performance or conduct issues, or who didn't meet essential employment requirements.

Important Notes on Rehire

- **Pay During Rehire:** If you're rehired while still receiving any salary continuation or notice pay from your previous separation, that pay will end on your rehire date.
- **Returning Within One Year:** If you return to MWA within 12-months of your last day of work, you'll keep your original hire date and any accrued/unused paid sick leave **at our discretion**.
- **Returning After One Year:** If your break in service is more than one year, you'll be considered a new hire. This means you'll have a new hire date and will need to fulfill any applicable waiting periods for benefits eligibility again.

Last Day of Work

Key Steps for Your Departure

As your employment with MWA ends, we want to ensure a smooth transition. Here's a quick overview of what to expect:

Meeting with People Operations: A member of the People Operations team will contact you to schedule a meeting. During this meeting, you will:

- **Return School Property:** Hand over all school property, including laptops, fobs, and ID badges.
- **Receive Your Final Paycheck:** Get your final wages, including any accrued vacation pay, as required by CA law.
- **Review Benefits:** Discuss any benefit conversion options you may have.
- **Complete Departure Forms:** Finish all necessary paperwork.

Exit Interview

We may send you a standard, anonymous survey or arrange a time that works for you to conduct an in-person interview. This is your chance to provide honest and valuable feedback on your experience at MWA. Your insights help us improve the school for everyone.

Returning School Property

All property issued to or utilized by an employee for the purpose of performing their job duties is and remains the sole property of MWA. This property must be returned to MWA when your employment ends, or at any time upon request by MWA.

Expectations for Return

- **Condition of Property:** Employees are responsible for the proper care and maintenance of MWA property while it is in their possession. All property must be returned in good working order and condition, reasonable wear and tear excepted.
- **Upon Separation:** All MWA property must be returned before or on your last day of employment.

Failure to return MWA property, or returning property that has been lost or damaged due to negligence or misuse, may result in legal action to recover the property or its value.

Retrieving Your Personal Belongings

You may need to arrange a date and time to collect your personal property. A People Operations or Campus Operations staff member may supervise this process. Depending on the circumstances of your departure, we may need to restrict campus access and have a staff member pack your belongings for you.

Please note: MWA does not provide moving equipment (like boxes or dollies) for personal property removal, nor are we available after school hours for building or classroom access for this purpose.

If you do not promptly retrieve your personal property, MWA will send items reasonably believed to belong to you to your last known address. However, MWA is not responsible for any personal property left behind.

PROFESSIONAL STANDARDS

Child Abuse and Neglect Reporting

As employees of MWA, we all share a critical responsibility to protect children. CA law (Penal Code section 11166) designates us as "childcare custodians," meaning we are mandated reporters of child abuse and neglect.

Your Legal Obligation: If you know or reasonably suspect that a child has been a victim of abuse or neglect during your work, you must report it immediately by phone to a child protective agency, or as soon as possible. A written report then must follow within 36 hours.

Training and Compliance: We provide annual mandatory reporter training to all employees, including those hired mid-year, as required by law. This training covers the reporting process and the legal consequences of not reporting. Please know that failing to report known or suspected child abuse or neglect is a misdemeanor, punishable by up to six months in county jail, a \$1,000 fine, or both.

By acknowledging receipt of this Handbook, you are confirming your understanding of these vital responsibilities and your commitment to comply with California Penal Code section 11166.

Corporal Punishment Is Prohibited

MWA strictly prohibits corporal punishment. This means you must never intentionally inflict or cause physical pain to a student.

What IS corporal punishment:

- Grabbing, pinching, hitting, slapping/swatting, shoving/pushing, kicking, or otherwise causing physical pain.
- Physically restraining a student.
- Making students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as punishment.

What is NOT corporal punishment: Using reasonable and necessary force to protect yourself, students, and others, or property. This includes:

- Stopping a student fight.
- Preventing vandalism.
- Defending yourself from physical harm.
- Taking away a weapon or dangerous object.
- Directing physical training or activities (like team drills or calisthenics) as part of athletics or physical education.

Our Code of Conduct & Ethics: Professional Behavior at MWA

At MWA, we are dedicated to creating a safe, respectful, and enriching learning environment for our middle and high school students. This Code of Conduct outlines the professional behavior and ethical standards we **expect from all employees**. Our commitment to these principles ensures we

uphold the trust placed in us by students, families, and the wider community, and complies with CA law.

Core Principles for All Staff:

1. Prioritizing Student Well-being:

- **Safety First:** Always act to protect the physical, emotional, and mental safety and well-being of all students. This includes being a **mandated reporter** for suspected child abuse or neglect.
- **Respect & Dignity:** Treat all students with fairness, respect, and dignity, regardless of their background, identity, or ability. Avoid any form of discrimination, harassment, bullying, or disparagement.
- **Positive Learning Environment:** Contribute to a supportive and engaging school atmosphere where all students feel valued and can thrive.

2. Professional Boundaries & Relationships:

- **Appropriate Interactions:** Maintain clear, professional boundaries with students at all times, both on and off campus, and including online.
- **No Personal Relationships:** Do not engage in personal, romantic, or inappropriate social relationships with students, regardless of the student's age or whether they initiate contact.
- **Communication:** All communication with students must be for clear educational or school-related purposes and typically through official school channels. Avoid private, non-school-related communication (e.g., personal texts, social media DMs).
- **Privacy:** Respect student privacy and confidentiality (e.g., student records, personal information), sharing information only when there is a legitimate educational need or legal requirement.

3. Integrity & Honesty:

- **Truthfulness:** Be honest and truthful in all professional dealings, including records, reports, and communications.
- **Fairness:** Act impartially and without favoritism or bias.
- **Confidentiality:** Protect confidential information about students, families, and other staff members.
- **No Conflicts of Interest:** Avoid situations where your personal interests could improperly influence your professional judgment or benefit you personally at the school's expense. Do not accept gifts or favors that could appear to influence your decisions.

4. Professional Conduct & Demeanor:

- **Role Modeling:** Serve as a positive role model for students by demonstrating respect, responsibility, integrity, and ethical conduct.
- **Collaboration:** Work constructively and respectfully with colleagues, supervisors, parents, and community members.
- **Respectful Communication:** Use appropriate language and tone in all interactions, avoiding profanity, abusive language, or gossip.
- **Accountability:** Take responsibility for your actions and fulfill your assigned duties diligently.

- **Professional Appearance:** Maintain professional standards of dress and grooming consistent with MWA's dress code.
- **Attendance & Punctuality:** Be reliable and punctual in attending work and meetings.

Off Duty Conduct: While we respect your personal life, certain off-duty conduct can impact the MWA's legitimate business interests. We expect employees to conduct their personal affairs in a way that doesn't negatively affect the school's integrity, reputation, or credibility. Illegal or immoral off-duty conduct that adversely affects the school or your ability to perform your work will not be tolerated.

5. Responsible Use of Resources:

- **School Property:** Use school property, equipment, and resources responsibly and only for authorized school business.

Specific Expectations for Instructional Staff

In addition to the above, instructional staff are expected to:

- **Instructional Excellence:** Strive to provide high-quality, engaging, and equitable instruction that meets the diverse needs of all learners.
- **Curriculum Adherence:** Follow approved curriculum and instructional guidelines.
- **Fair Assessment:** Evaluate student work and progress fairly and consistently.
- **Mandated Reporting:** Strictly adhere to all mandated reporter requirements for child abuse and neglect.

Specific Expectations for Non-Instructional Staff

In addition to the above, non-instructional staff are expected to:

- **Support School Operations:** Perform duties efficiently to support the smooth functioning of the school and directly contribute to a positive student experience.
- **Safety & Security:** Follow all safety protocols and contribute to maintaining a secure school environment.
- **Confidentiality:** Be particularly diligent in maintaining the confidentiality of student, family, and staff information encountered in their roles.

Examples of Specific Behaviors (the following examples are not an exhaustive list).

Violations:

- Any type of unnecessary physical contact with a student in a private situation.
- Kissing of any kind.
- Giving gifts to an individual student that are of a personal and intimate nature.
- Intentionally being alone with a student away from the school.
- Seeking emotional involvement with a student for your own benefit.
- Making or participating in sexually inappropriate comments.
- Listening to or telling stories that are sexually oriented.
- Discussing inappropriate personal troubles or intimate issues with a student.
- Communicating with students via an employee's personal accounts such as email and/or social media.

- Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.

Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission

(These behaviors should only be exercised when you have parent and supervisor permission.)

- Allowing students in your home.
- Giving students a ride to/from school or school activities.
- Being alone in a room with a student at school with the door closed.

Cautionary Staff/Student Behaviors

These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence.

- Excessive attention toward a particular student.
- Communicating with students via text, email, letter, and/or social media if the content is not about school activities.
- Remarks about the physical attributes or development of anyone.

Acceptable and Recommended Staff/Student Behaviors

- Always have another staff member present if you are alone with any student with special needs.
- Always have another staff member present when you must be alone with a student after school hours.
- Obtain written parental consent for any after-school activity.
- Obtain formal approval to take students off school property for activities such as field trips or competitions.
- Inform the Head of School (or their designee) about any situation that has the potential to become more severe.
- Recognize your responsibility to stop unacceptable behavior from both students and colleagues. Praise and recognize students without touching them. (Pats on the back, high-fives, and handshakes are acceptable forms of physical contact.)
- Keep the door open when you are alone with a student.
- Emails, text messages, phone calls, and instant messages to students must be professional and relate only to school activities or classes. All communication should be conducted through approved school technology.
- Keep after-class discussions with a student professional and brief.
- Maintain a reasonable and professional distance between you and your students.
- Stop and correct students if they cross your own personal boundaries.
- Maintain a high standard of professional conduct at all times.
- Involve your supervisor if a conflict arises with a student.
- Make detailed notes about any incident that could become a more serious situation later.
- Seek advice from a staff member or administrator if you find yourself in a difficult situation related to boundaries.
- Keep parents informed when a significant issue develops with a student.
- Ask yourself if your actions are worth your job and career.

Reporting Concerns & Consequences

If you witness or suspect any violation of this Code of Conduct, or any inappropriate behavior, you have a **responsibility to report it immediately** to your supervisor and/or the Senior Director of People Operations. We prohibit any form of retaliation against employees who report concerns in good faith.

Violations of this Code of Conduct or other MWA policies may result in disciplinary action, up to and including termination of employment, and may also lead to legal consequences or reporting to relevant state credentialing bodies (e.g., California Commission on Teacher Credentialing for certificated staff).

Open Door Policy

Your voice matters here. Our Open Door Policy encourages you to talk directly with your supervisor or any member of the leadership team to discuss your work, share ideas, or voice concerns. We believe that direct, informal conversations are often the best and quickest way to resolve issues.

Please raise any concerns as soon as they arise and continue discussions until the matter is fully addressed. Rest assured, you will not be disciplined or penalized for raising a good-faith concern in a professional manner. While we can't guarantee every outcome will be exactly what you hope for, we promise to explain our decisions clearly and will do our best to keep your concerns confidential. If you feel your concern requires a formal, written complaint, please refer to the **Internal Complaint** procedure.

Whistleblower Policy

We expect all employees and volunteers to act with honesty and integrity and follow all applicable laws. This policy encourages you to report any serious concerns about illegal or unethical actions within the school.

Reporting a Violation

If you witness or suspect any illegal or unethical behavior, or a violation of school policy, you have a responsibility to report it. You must make your report in good faith, meaning you have reasonable grounds to believe a violation has occurred. You do not need to have proof. However, if you knowingly make a false or malicious report, you may face disciplinary action.

No Retaliation

The school will not tolerate retaliation against anyone who, in good faith, reports a violation or cooperates with an investigation. You are protected from harassment, retaliation, and negative employment actions simply for making a report.

How to Report

For formal, written complaints, please contact the Senior Director of People Operations or use the Internal Complaint Review procedure.

Internal Complaint Procedure

Internal Complaints (Employee vs. Employee)

This section is for when you have a concern or complaint about a colleague. We expect employees to first attempt to resolve conflicts directly and respectfully with the other party

involved, whenever safe and appropriate. If direct resolution is not possible, or if you feel uncomfortable or unsafe addressing the conflict directly, you should promptly bring the issue to your supervisor.

If the conflict remains unresolved after involving your supervisor, or if the conflict involves your supervisor, bring the issue to the Senior Director of People Operations. Please submit your complaint in writing, including all known and relevant facts.

The Senior Director of People Operations will:

- Listen to you, take detailed objective notes, including specific dates, times, and names, interview all relevant parties, and any witnesses, and ask open-ended questions to gather facts.
- Decide what actions need to be taken based on the information provided. The resolution will be consistent with MWA policy and address the issues raised in the complaint. This could include disciplinary action, mediation, training, or a simple conversation to clear up a misunderstanding.

If your complaint is about the CEO, you may submit it in writing to the President of the Board of Directors. The Board President will then consult with the Board and may conduct a fact-finding investigation or authorize a third-party investigator on the Board's behalf. The Board President or investigator will report their findings to the Board for review and necessary action.

While we can't guarantee every problem will be resolved to your complete satisfaction, we value your ability to express concerns and are committed to resolving them without fear of negative consequences to your employment.

External Complaints

Non-Employee vs. Employee

This section of the policy is for when a non-employee has a complaint or concern about a MWA employee.

If informal resolution isn't possible, external complainants may submit a written complaint to the CEO or Board President as soon as possible after the event occurred. Your complaint needs to explain the specific facts of the situation. In handling the complaint, the CEO (or designee) will:

- Make their best efforts to speak with all identified parties and gather the facts.
- If a complaint against an employee is found valid, the CEO (or designee) may take appropriate disciplinary action. They may also provide counseling or a reprimand without formal disciplinary measures, as appropriate.
- The CEO's (or designee's) decision is final unless appealed to the Board of Directors, whose decision will then be final.

General Requirements

- **Confidentiality:** We will keep information gathered during the complaint process as confidential as possible. However, please understand that absolute confidentiality cannot always be guaranteed in certain circumstances.

- **Non-Retaliation:** You will be protected against retaliation for filing a complaint or participating in any complaint process.
- **Resolution:** The Board (for CEO-related complaints) or the Senior Director of People Operations will investigate complaints appropriately and take necessary remedial measures to ensure effective resolution.

Self-Assessments and Performance Conversations

At MWA, Scholarship is a core value: "We are life-long learners who aspire to and achieve academic excellence." This commitment to growth extends to all our employees. We believe in supporting your development and celebrating your contributions through regular performance conversations.

These discussions provide an opportunity for you and your supervisor to connect, discuss your progress, and support your professional journey. The frequency of these conversations varies based on factors like your tenure, changes in your role, or specific areas of focus for development. We typically schedule the following:

- Teacher Inductions
- 60-Day and 180-Day performance check-ins to ensure a strong start
- Instructional staff participate in observation cycles at least twice a year
- Non-instructional staff use 15Five, a performance management platform for annual reviews

During our conversations, we'll discuss your self-assessment and our assessment of your performance. The primary goals are to:

- Highlight your strengths and identify areas for growth.
- Collaborate on setting attainable goals.
- Provide coaching, support, resources, and keep you informed about your development.

We're committed to helping you thrive and achieve your full potential at MWA.

"Good Standing"

Being in "good standing" means meeting the academic, professional, and behavioral standards set by MWA. You are considered a reliable and valued member of the MWA community.

Professional Dress and Appearance

This policy is designed to be inclusive, practical, and supportive, allowing you to dress comfortably while upholding the **high standards of professionalism** expected in an educational setting. Our goal is to ensure our appearance contributes positively to our school culture, enhances safety, and minimizes distractions in the classroom.

Our Guiding Principles for Professional Appearance

- **Role Modeling:** We aim to set a positive example for students regarding professionalism and readiness for learning and work.
- **Focus on Learning:** Our attire should be appropriate for an active school environment, allowing us to engage fully with students without distractions.

- **Safety First:** Clothing and footwear should be safe and practical for daily activities, including movement, supervision, and emergencies.
- **Inclusivity and Respect:** We embrace diverse expressions of identity, including cultural, religious, and gender identities, ensuring our policy is respectful and non-discriminatory.

What to Wear: Professional and Practical Attire

Tops: Collared shirts (polos, button-downs), blouses, sweaters, professional tops. T-shirts are generally acceptable if they are neat, clean, and plain or display appropriate school-related logos/messaging.

Bottoms: Professional pants (slacks, dress pants), skirts, or dresses. Skirts and dresses should be of a modest length appropriate for an educational setting where bending, sitting on the floor, or active movement may be required.

Footwear: Comfortable, closed-toe shoes; no backless shoes (Slides, Mules, etc.).

Sneakers/Athletic/Tennis/Gym shoes **are not allowed unless your job duties require them.**

Health and Wellness teachers and coaches may wear appropriate athletic attire necessary for their job responsibilities, including shorts, athletic shoes, or hats.

The Head of School may designate "casual dress" days, when jeans might be allowed for school staff.

Key Considerations for Your Professional Look:

- **Cleanliness and Neatness:** All clothing should be clean, free of excessive wrinkles, tears, or stains.
- **Fit:** Clothing should be appropriately sized and not overly revealing.
- **Graphics and Messaging:** Clothing should be free of offensive language, graphics, or imagery (e.g., related to violence, drugs, alcohol, hate speech, or sexually suggestive themes). School-branded attire is always encouraged!
- **Hair and Grooming:** We respect individual choices regarding hair texture, length, and style, including protective hairstyles like braids, locks, and twists. Hair should be clean and well-maintained.
- **Hats/Headwear:** Headwear worn for religious or cultural reasons is welcome. Otherwise, hats are not worn indoors.
- **Movement:** Choose attire that allows for comfortable movement throughout the school day, including interacting with students, leading activities, and managing classroom dynamics.

Accommodation and Questions

MWA is committed to providing reasonable accommodations for dress and appearance based on protected characteristics such as religion, disability, or gender identity. If you require accommodation, please contact People Operations.

We encourage you to use your professional judgment. If you have any questions about appropriate attire for a specific event, activity, or your role, please consult your supervisor or People Operations.

INFORMATION MANAGEMENT

Technology Resources and Acceptable Use

At MWA, our technology resources are vital tools for our work. This includes all electronic devices, software, and communication methods provided by the school or used to access school data. This covers everything from your school laptop and email to personal devices (like cellphones and tablets) and Internet cloud-based services accessed on school devices.

What to Know About Your Use

- **Monitoring and Access:** MWA monitors both the time spent using online services and the websites visited on our technology. We reserve the right to limit or revoke access if needed.
- **No Expectation of Privacy:** Any information, documents, or messages on MWA's technology resources are not private or confidential.
- **Security Measures:** We have security programs and devices to protect our technology. Tampering with or disabling any security feature is strictly prohibited and may lead to corrective action.
- **Software Installation:** Requests for new software or cloud services must be submitted via the school's ticketing system. All installations and use of Internet/cloud services on school computers or for school business require prior written authorization from the Information Technology Department (IT), following a standard security vetting process. Only properly licensed software is permitted.

Rules for Using MWA Technology

When using MWA's technology resources, including email and Internet access, you must not engage in any activity that is disruptive, offensive, or harmful to morale. This includes, but is not limited to, displaying or sending:

- Sexually explicit images.
- Ethnic slurs or racial epithets.
- Anything that could be seen as harassment, discrimination, or disrespect.

Prohibited Actions (Do NOT):

- **Harm MWA Systems:** Do not create, copy, run, or try to introduce any computer code (like viruses) designed to damage, hinder, or gain unauthorized access to MWA information or any computing systems connected to our network.
- **Engage in Misconduct:** Do not use or share MWA information or our technology systems for any fraudulent, malicious, harassing, or illegal activity.
- **Damage Reputation:** Do not use MWA information or technology to defame, libel, abuse, harass, or falsely represent MWA, our partners, students, or employees.
- **Store MWA Information Externally:** Do not keep MWA information in an electronic format on personal devices, external storage or cloud-based storage services not owned by MWA.

Using MWA Email, Voicemail, Internet, and Devices

MWA provides various technology resources to help you perform your job duties. You are permitted incidental personal use of MWA networks, computing systems/devices, or electronic media, but this must be limited in frequency and scope. Personal use is only allowed if it does not:

- Interfere with anyone's ability to do their work.
- Negatively affect MWA's network or computing systems/devices (e.g., cause slowdowns or introduce viruses).
- Result in additional costs to MWA.
- Violate any MWA policies.

School-Owned Cell Phones

MWA may provide a cell phone for you to use for work duties. This is a privilege, and improper use could lead to losing your phone access and corrective action. IT keeps an inventory of all school-owned mobile devices. Phones will be replaced as needed.

Important Usage Information

- **Personal Use:** Limited personal use of the phone's data plan is allowed, but it counts towards our overall service limits. You are responsible for any extra charges if your personal use goes over the plan limits.
- **Phone Numbers:** If you are assigned a school phone, you must use the number provided by MWA, you cannot transfer your personal phone number to it.

School-Owned Laptop

If you're provided with a school laptop, you are responsible for its physical security. All laptops acquired for or on behalf of the school are considered school property.

To ensure the physical security of MWA laptops, you must:

- Lock the laptop with a password when not in use, and be cautious when entering MWA passwords.
- Store the laptop in a locked cabinet or desk when not in use.
- Do not leave your laptop in your vehicle. When using the laptop in public areas, do not leave it unattended for any length of time.

During Travel

- If you can manage without the device, don't bring it.
- Do not pack your laptop in checked luggage.
- Attach a name tag or business card to your laptop for easy identification during security checks or if lost.
- Store the laptop in a hotel room safe or locked suitcase when you are not in the room.

Maintenance and Reporting

If your school issued technology equipment is damaged, take it to IT for repair or replacement.

You must report lost or stolen equipment immediately to IT so services can be canceled, access can be removed, and any other necessary measures can be taken immediately.

If your school-owned cell phone or laptop is stolen due to gross negligence or during off-duty activities, you may be responsible for the replacement cost.

Bring Your Own Device (BYOD) & Personal Use of Technology

At MWA, we provide the necessary technology for your work. To protect our network and sensitive data from cyber threats, we have strict rules about using personal devices on campus.

Personal Devices and Accounts

- **School Business Only on School Accounts:** You should not use your personal devices or personal email accounts for any school-related communications. All MWA business communications must occur using school-issued devices and your official MWA email account.
- **MWA Data is MWA Property:** Any electronic information created for MWA business, even if on your personal device, belongs to Making Waves Academy. MWA reserves the right to access this information on personal devices (including backups and cloud storage) if permitted or required by law.
- **Unauthorized Transfer Prohibited:** You are not permitted to transmit or share MWA's information, programs, passwords, or other property to a personal account or outside the school's systems without authorization.

Using Personal Devices on Campus

- **Laptops & Tablets:** You are not allowed to use personal laptops or tablets (like iPads or notebooks) on MWA's campus network (wired or Wi-Fi). This also applies to personal portable storage devices like USB drives or memory cards.
- **Cell Phones:** You are allowed to bring your personal cell phone to campus, but it can only connect to our guest Wi-Fi network.

Personal Business & Communication

We understand you have personal needs, but please ensure they don't interfere with your work or MWA's resources.

- Keep your phone on vibrate or silent mode while in the office.
- Limit personal calls and texting to breaks and meal periods.
- Conduct personal conversations away from areas where others are working.
- Never allow students to access your personal cell phone.

School Resources for School Business

- MWA's mail facilities are for school business only. Please have personal mail sent to your home address.
- Do not use school materials, work time, or equipment for personal projects.

Accessing MWA Google Workspace on Personal Phones

You can access MWA Google Workspace applications (like Gmail) from your personal device (e.g., cell phone, tablet or laptop). When accessing school Gmail on personal devices, employees are required to use multi-factor authentication (MFA) and maintain strong device security,

including regular updates. Immediately report any lost or stolen devices, or suspicious activity, to IT. Adhering to these practices protects school data and your personal device.

Why These Rules Are in Place

We strictly limit personal devices on our campus network to prevent cybersecurity attacks and unauthorized access to our data. MWA provides secure, monitored devices with necessary software updates, virus protection, and encryption. Personal devices may not have these essential security measures.

By using your personal cell phone on campus, you accept the following:

- MWA is not responsible for maintaining, providing technical support, backing up, or any loss of data (personal or MWA-related) on your personal device.
- MWA is not responsible for the security of your personal device when it accesses our networks.

Your personal devices and communications on MWA's networks are subject to monitoring and investigation for legal and security reasons.

Do not expect privacy. We may access, save, use, or share any electronic communications, data, or Internet use as allowed by law. We can also review, keep, or release personal and school-related data from your device to government agencies or other parties during an investigation.

Systems and Data Security

Protecting our school's computer systems and data is crucial for MWA's operations and the privacy of our community. Your vigilance helps keep our information safe.

Here's what you need to know and do:

No Unauthorized Changes: Do not delete, change, or destroy any existing school systems, programs, information, or data unless it's part of your approved job duties.

Software and Downloads

Do not download or install any software from outside sources (like programs, messaging apps, screensavers, photos, videos, or music files) without permission from IT. Always check files for viruses before you download anything.

Connecting Devices: Do not connect any personal devices or equipment (like USB drives, media players, tablets, or smartphones) to our systems without permission.

Email Security

We monitor all emails for viruses. Be very careful when opening emails from unknown senders or any suspicious attachments (like those ending in ".exe"). If you think your computer has a virus or you've accidentally downloaded a bad file, tell IT immediately.

For security, we may delete or block emails or attachments, and we might not send messages we suspect contain harmful software.

- **Restricted Access:** Do not try to access protected parts of our network or any password-protected information unless it's strictly required for your job duties.

- **Off-Site Security:** If you use MWA's technology equipment outside of school, take extra precautions to prevent viruses or security breaches. Our systems contain confidential information that is protected by law.

Social Media Policy

If you choose to post information online (e.g., personal blog, Facebook, Instagram, Twitter) that discusses any aspect of your workplace activities, the following restrictions apply:

- Do not publish any confidential or proprietary information maintained by MWA.
- Do not use school equipment, including school computers and electronic systems, for these purposes.
- Do not use the school's logos, trademarks, or copyrighted material, and you are not authorized to speak on the school's behalf.
- Strictly follow student and employee confidentiality policies.
- Clearly state that your views are your own and not those of MWA.
- Comply with all MWA policies, including rules against unlawful harassment and retaliation.
- You are prohibited from making discriminatory, defamatory, libelous, or slanderous comments when discussing the school, your supervisors, co-workers, or competitors.

MWA reserves the right to take corrective action against any employee whose social media postings violate this or other school policies. Violating this policy may lead to disciplinary action, including termination, and we reserve the right to report any law violations to legal authorities.

Confidential Information

All information related to students (personal details, schools attended, addresses, contact numbers, progress) is confidential and cannot be shared with unauthorized parties. All records concerning special education pupils must be kept strictly confidential and maintained separately.

Federal and state laws, including the Family Educational Rights and Privacy Act (FERPA), require **strict confidentiality** for student records and personally identifiable information. Employees must ensure such confidential information is shared only with those authorized to use it.

You may only access and/or modify confidential student records for which you have authorization and a legitimate purpose as part of your job duties. Please understand that violating FERPA, failure to maintain confidentiality or related misconduct may result in restricted or revoked access to MWA computers, disciplinary action, up to and including termination of at-will employment.

SAFETY AND SECURITY

We're committed to providing a safe and healthy work environment for you and we ask all employees to **know and follow** our general safety rules and practice safe habits at all times. MWA has a Comprehensive School Safety Plan (CCSP) to protect all personnel and an Injury and Illness Prevention Program specifically designed to protect everyone's well-being. You can get a copy of the documents [here](#). ***In compliance with Proposition 65, we will inform you of any known exposure to chemicals that CA has identified as causing cancer or reproductive toxicity.***

Emergency Reporting

**In an emergency, dial 911, then report the situation to your supervisor
or a Campus Supervisor immediately.**

Accident prevention is the most important part of everything we do, and it's a responsibility we all share. We'll provide the safety training you need, but you must also commit to following our safety rules and procedures. If you ever feel unsure about how to do a task safely, **ask for help**.

- Your safety and the security of MWA's facilities are everyone's responsibility. Please stay alert and aware.
- If you see a potential safety or health hazard, report it immediately to your supervisor or a Campus Supervisor
- Please trust your instincts. If you see something that seems wrong—such as a person loitering near our buildings or in the parking lots who doesn't seem to belong—report it right away to Campus Supervisor.

Personal Property

You are responsible for the use and safeguarding of your personal property. If you're stepping away from your work area, don't leave valuable or personal items easily accessible. MWA is not responsible for damage or loss of personal property, nor is personal property covered by the school's insurance. MWA is also not responsible for personal packages delivered to the campus.

Authorized Drivers

If your job requires you to drive a school vehicle or your own vehicle for school business, you must provide proof of a current, valid driver's license, vehicle registration, and effective insurance coverage before you drive for MWA. Contact People Operations for required forms and more information.

We regularly check DMV records for employees whose jobs involve driving. We reserve the right to transfer, suspend, or end employment if your license is revoked, you don't maintain personal auto insurance, or you become uninsurable under the school's policy, and driving is essential to your job.

Visitors in the Workplace

Partnerships with parents/guardians and families are vital for student achievement. To foster family involvement, community building, and academic growth, parents/guardians, families, and educational advocates are always welcome on campus, provided they follow our visitor policy.

Adults and minors over 16 who do not follow the visitor policy or defy school authority may be reported to the police and face criminal charges.

Children in the Workplace

Using the workplace as childcare for non-student minor children is generally not allowed. A "non-student minor child" is anyone under 18 who is not enrolled at MWA and for whom you are responsible. This applies during all working hours, including times outside normal school operations.

Rare Exceptions

We understand there might be very rare, short-term situations when a non-student minor child may briefly accompany you to work. These might include:

- Introducing colleagues to a newborn or newly adopted child.
- Emergency situations, only with prior approval from the Head of School, CEO or their designee.

If an exception is approved, you are **fully responsible for the child's supervision at all times**. Children may never be left alone, unsupervised, or under the care of another employee or student. By bringing a non-student minor child onto campus or another workspace, you agree to take full responsibility for any damages, injury, or death involving the child, or caused by the child, and release MWA from any liability.

Important Rules for Children on Campus

- Their presence must not disrupt your work or interfere with anyone else's work or classroom activities.
- Non-student minor children may not use any MWA equipment (laptops, phones, copiers) on campus.
- You cannot bring a non-student minor child into meetings with employees, students, or parents/guardians.
- ***Under no circumstances may a non-student minor child perform work for MWA, attend classes, participate as a student, or volunteer.***

Service Animal Accommodation

Bringing pets to school premises is **prohibited**, with the exception of service animals providing reasonable accommodations for individuals with disabilities. Before bringing a service animal to work, please contact People Operations. You'll be required to provide medical documentation of your need for a service animal.

Smoke-Free Workplace

Smoking is not allowed in any MWA building or on MWA property. This includes e-cigarettes and any device used to simulate smoking, as well as electronic smoking devices that create an aerosol or vapor, or any oral smoking device used to circumvent the smoking prohibition.

Fragrance-Free Workplace

To protect the health and well-being of our entire community, we maintain a fragrance-free environment. For some, strong scents can cause discomfort, headaches, or even trigger severe allergic reactions or respiratory issues.

This means we ask everyone to avoid wearing any noticeable natural or artificial fragrances. This includes:

- Scented personal products like perfumes, colognes, scented aftershaves, and strong-smelling hair products or powders.
- Other scented items such as candles or potpourri are also not permitted.
- While this policy doesn't apply to deodorants and antiperspirants, we kindly ask you to choose products that are unscented.

If you have a medical reason for using a scented lotion or cream, please discuss it with your supervisor or People Operations to request an exception.

Drug and Alcohol-Free Workplace

MWA is committed to providing a drug and alcohol-free workplace to promote safety, employee health, stakeholder confidence, and high work standards. Drug or alcohol use, whether on or off the job, jeopardizes these goals by negatively affecting health, safety, security, productivity, and public trust. Use in the workplace or during job duties is extremely harmful to employees and other MWA stakeholders.

Bringing, possessing, or using intoxicating beverages or drugs on MWA premises or during work duties is prohibited and may result in disciplinary action, up to and including termination of at-will employment.

If you feel you have developed an addiction to, dependence on, or problem with alcohol or drugs (legal or illegal), we strongly encourage you to seek assistance before a policy violation occurs. MWA will take all reasonable steps to assist employees who request time off for a rehabilitation program. However, participation in a rehabilitation program may not prevent disciplinary action for a policy violation, especially if the violation occurred before you sought help. In its sole discretion, MWA may choose not to discharge an employee for a policy violation if they successfully complete a MWA-approved drug and/or alcohol rehabilitation program, and MWA determines they do not pose a safety risk.

Tuberculosis (TB) Screening

MWA requires tuberculosis (TB) screening for all new and current employees and certain volunteers/contractors, as mandated by CA law.

For New Hires

Before your start date, you must provide written proof from a healthcare provider of a TB risk assessment completed within the last 60 days.

If any TB risk factors are identified during this assessment, a physician must then conduct a clinical examination to confirm you are free of infectious TB. This examination may include an approved TB test (e.g., skin test or blood test). If the initial test is positive, a lung X-ray will be required.

This initial TB screening is a condition of employment, and you are responsible for the cost.

For Active Employees

All employees will undergo a TB risk assessment, and if risk factors are found, a clinical examination, at least once **every four years**.

For Other Personnel

Volunteers and certain contract personnel (including contract food handlers, substitute teachers, and student teachers) may also be required to undergo TB screening.

Any organization providing services to MWA students must **contractually ensure** their workers are free of active TB before working with our students.

Lactation Accommodation

The school provides reasonable break time for lactating employees to express breast milk. Whenever possible, this break time will run concurrently with other scheduled breaks. Any non-concurrent break time for lactation for non-exempt employees will be unpaid.

We'll make reasonable efforts to provide a private, non-bathroom room with electricity near your work area. Such room/location shall not contain toxic or hazardous materials and shall have a surface to place a breast pump and a place to sit. You'll also have access to a sink with running water and a refrigerator. Employees with private offices should use their offices for expressing breast milk. Please contact your supervisor and/or People Operations to request lactation accommodation.

What is Workers' Compensation?

Workers' compensation is a no-fault system designed to provide employees who sustain an injury or illness on the job with benefits to medically cure or relieve them of their industrial injury. Benefits include medical treatment, temporary disability benefits, permanent disability benefits, return to work benefits, and in the case of a death, benefits to qualified dependents.

When am I Covered?

Coverage under workers' compensation begins when you arrive at work. If you are injured or sustain an illness that arose in the course and scope of employment, you will be provided with workers' compensation benefits. Injuries or illnesses caused by voluntary activity or off duty social or athletic activities may not be covered.

What to Do if Injured at Work

If it's an emergency, get immediate medical help.

Please note: Following a serious workplace accident that results in injury or significant property damage, MWA may require drug testing.

- Notify your supervisor and People Operations. You are **required** to report a work-related injury or illness (***no matter how minor***) to ensure prompt access to medical care--**report immediately/within 24 hours.**
- For a work-related injury or illness that develops over time, report it as soon as you believe it was caused by your job.
- In non-emergency medical cases, your medical treatment will be directed by People Operations.
- If you pre-designated a personal physician prior to an injury you may be able to receive care from your personal physician for work-related injuries.

Benefits do not start until you notify your employer. Failure to timely report your injury may result in benefits being delayed and possibly denied.

Within one working day of receiving notice or knowledge of a work-related injury or illness that results in ***lost time beyond the shift of injury or requires medical treatment beyond "first aid:"***

- **People Operations** will give you a Workers' Compensation Claim Form (DWC-1).
- Fill out the **"Employee"** section of the form.
- Check the box for **"Temporary Receipt"** and make a copy of the form for yourself.
- Return the form to **People Operations** so they can complete the **"Employer"** section.
- After the form is fully completed, People Operations will give you a final copy and send one to the claim's administrator.

If your injury results in lost time from work, ***you must provide medical certification*** from the Medical Provider Network or your pre-designated personal physician regarding your need for leave and your eventual ability to return to work.

COMPENSATION & BENEFITS

MWA'S COMPENSATION PHILOSOPHY



Paydays

Paydays are scheduled bi-weekly, 26 times per year. If you notice any error on your paycheck, please report it to your supervisor and the Payroll/Accounts Payable Specialist.

Your Paycheck & Deductions

By law, MWA withholds certain taxes and contributions from every employee's paycheck:

- **Federal Income Tax:** The amount depends on your earnings and the tax exemptions you claim on your W-4 form.
- **CA State Income Tax:** Similar to federal, this varies based on your earnings and the exemptions on your DE-4 form.
- **Social Security (FICA):** A portion of your earnings goes to the federal government and MWA matches this amount.
- **State Disability Insurance (SDI):** This CA state fund provides benefits if you need time off work due to illness or disability.

You can update your federal/state income tax withholdings at any time in our designated timekeeping software. The software provides you with access to your paystubs to view and download directly through the employee portal, e.g., you can elect to retrieve and download your W-2 "Withholding Statement" (showing your total wages and taxes withheld for your income tax returns).

If you have questions about your paycheck and deductions, speak with the Payroll/Accounts Payable Specialist.

Wage Attachments and Garnishments

MWA does not help creditors collect personal debts, however, we are legally required to comply with court orders such as garnishments, levies, or judgments. These legal procedures may require MWA to withhold a portion of an employee's earnings. Employees are strongly encouraged to avoid such wage attachments and garnishments. If the school is presented a second garnishment request concerning an employee, the Head of School (or designee) may discuss the situation with the employee.

Wage Overpayments

When a wage overpayment occurs, the school may deduct the overpaid amount from an employee's paycheck.

Key Policy Points

- **Written Notice:** We will provide you with a written notice detailing the wage overpayment. This notice will explain the amount owed and give you an opportunity to respond before any money is taken from your paycheck.
- **Disputes:** If you disagree with the overpayment, the school may take legal action to prove the overpayment before attempting to recover the funds.
- **Repayment Options:** We will work with you to find a mutually agreeable way to repay the amount. This may include a cash payment or a deduction from your paycheck.
- **Deductions:** The school will give you a written notice in advance of the pay period when the deduction will begin.
- **Final Paycheck:** If you leave your job before the overpayment is fully repaid, any remaining balance will be deducted from your final paycheck.
- **Legal Action:** The school reserves the right to use other legal methods to recover any remaining debt.

This policy is in accordance with California Education Code section 44042.5, which allows the school to collect wage overpayments from employees under specific circumstances.

Timekeeping

Accurate timekeeping is essential for payroll, benefits, and compliance with wage and hour laws. All employees are responsible for accurately recording their work time according to the guidelines below. Falsifying time records is a serious offense and may result in corrective action.

You are solely responsible for ensuring the accuracy of your timekeeping. Double-check your recorded time carefully. If you forget to record time or make an error, submit a **Change Request** for your supervisor's review and approval. **Please note: Recording hours for another employee is not allowed.**

For Non-Exempt Employees

Non-exempt employees **must accurately record all hours worked**, including start/end times and all meal/rest periods, using the designated timekeeping software. This meticulous record-keeping

ensures proper payment, including overtime, and compliance with California's strict wage and hour laws.

- **How to Record Time:** Clock in and out at the start of your shift, at the beginning and end of your meal period, and at the end of your shift.
- **No Off-the-Clock Work:** All time spent working, no matter how brief, must be recorded. Performing any work "off the clock" is not allowed. If you're required or permitted to work outside your scheduled hours, you must record that time.

Meal and Rest Periods for Non-Exempt Employees

Non-exempt employees are entitled to meal and rest periods as required by CA law.

Meal Periods

- An **uninterrupted**, unpaid meal period of at least 30 minutes is required if you work more than five hours. This meal period must begin no later than the end of your fifth hour of work.
- **Scheduling & Duty-Free:** We will make every reasonable effort to schedule your meal period around the middle of your shift. You must be completely relieved of all work duties and free to leave the premises.
- **Meal Period Compliance:** If you are unable to take your full, uninterrupted, duty-free meal period, notify your supervisor immediately.
- **Waiver Option:** For workdays of **no more than six hours**, you and MWA can mutually agree **in writing** to waive the meal period. **This waiver must be signed by both you and your supervisor and recorded in our timekeeping system.**

Rest Periods

- You receive a 10-minute paid rest period for every four hours worked. These should be taken approximately in the middle of each four-hour work segment.
- Rest periods are paid; you are "on duty" and do not clock in/out for them, and you must be relieved of all duties.

Important Reminders:

- **Do Not Combine:** Do not combine your meal and rest times; they are separate breaks with different rules.
- **Supervisor Awareness:** Your supervisor must be aware of and approve your scheduled meal and rest periods.
- While MWA is required to provide the opportunity for meal and break periods, **it is your responsibility to actually take them.**

Overtime for Non-Exempt Employees

All overtime must have advance written approval from your supervisor. CA law requires overtime pay for non-exempt employees working:

- More than 8 hours in a day (1.5x regular rate)
- More than 40 hours in a week (1.5x regular rate)
- More than 7 consecutive days in a workweek (1.5x regular rate for the first 8 hours on the 7th day, then 2x regular rate)

- More than 12 hours in a day (2x regular rate)

MWA may require non-exempt employees to work overtime when necessary. We aim to distribute overtime fairly and accommodate individual schedules when possible.

For Exempt Employees

While not eligible for overtime, exempt employees **must report their attendance** for administrative purposes like tracking leave usage and ensuring compliance with work schedule expectations.

- **How to Record Time:** Exempt employee timesheets auto-populate, so daily clocking in/out is not required. Instead, track your leave usage by recording your presence or absence (e.g., "worked full day," "used 4 hours paid sick leave," "used 8 hours vacation"). **You do not need to record meal/rest periods.**
- **Work Expectations:** Exempt employees are expected to dedicate the time necessary to fulfill job responsibilities and adhere to mandatory work hours or specific meeting schedules.

Paid Time Off

Holidays

MWA, offers the following **15 (paid) holidays** as a benefit to regular, full-time employees:

- **New Year's Day:** January 1st
- **Martin Luther King Jr. Birthday:** Third Monday in January
- **President's Day:** Third Monday in February
- **Cesar Chavez's Birthday:** March 31st
- **Memorial Day:** Last Monday in May
- **Juneteenth:** June 19th
- **Independence Day:** July 4th
- **Labor Day:** First Monday in September
- **Indigenous People's Day:** Second Monday in October
- **Veteran's Day:** November 11th
- **Thanksgiving Day:** Fourth Thursday in November
- **Friday after Thanksgiving:** The Friday immediately following Thanksgiving Day
- **Day before Christmas:** December 24th
- **Christmas Day:** December 25th
- **New Year's Eve:** December 31st

Eligible staff must be regularly scheduled to work before/after a holiday in order to be eligible for holiday pay. Part-time and temporary/seasonal employees are not eligible for holiday pay.

If a holiday falls on a:

- **Saturday:** It's usually observed on the preceding Friday.
- **Sunday:** It's usually observed on the following Monday.

If you have to work on a holiday:

- Non-exempt employees receive holiday pay at their regular rate for hours worked. (Overtime rules still apply.)
- Exempt employees receive their regular pay plus one (1) extra paid day off. ***This extra paid day off must be taken within 90 days of the holiday they worked.***

Honoring Religious Diversity & Accommodation

In accordance with CA law, we will provide reasonable accommodation for your religious beliefs, observances, and practices. If you require time off or any other adjustment related to your religious beliefs or practices, please submit a written request to your supervisor and People Operations as far in advance as possible. This allows us the necessary time to work with you to explore and implement appropriate accommodations while ensuring our students' needs are met.

If your religious holiday aligns with one of MWA's designated holidays, it will be observed as a paid holiday if you are eligible for holiday pay.

For other religious observances requiring time off, you may typically use accrued vacation time, or take an unpaid personal leave of absence, subject to supervisor approval and the operational needs of the school.

Paid Sick Leave

Life can throw unexpected curveballs, like an illness or an emergency, that make it hard to work. To help ease the financial stress during these times, MWA offers paid sick leave. It's there to support you when you need to focus on your health or the well-being of your loved ones.

How You Can Use Your Paid Sick Leave

You can use your paid sick leave for a variety of reasons, including:

- **Your Own Health:** Whether it's for routine check-ups like annual physicals and flu shots, or to get a diagnosis, treatment, or care for an existing health condition.
- **Family Care:** To help a family member who needs preventive care, diagnosis, treatment, or care for an existing health condition. Family members include your parent, child, spouse, registered domestic partner, grandparent, grandchild, sibling or designated person.
- **Designated Person:** You can also use it to care for one designated person each year. ***You can designate one person per 12-month period.***
- **Safety and Support:** If you need medical care or other assistance related to domestic violence, sexual assault, or stalking.

Who is Eligible and How You Earn Leave

All employees are eligible for paid sick leave if they work at least 30 days within a calendar year from their start date.

- Regular full-time employees earn 2.46 hours of paid sick leave per pay period, which adds up to eight days per full work year. Employees may accrue and carry over sick leave from year to year, up to eighty hours.

- Part-time, temporary/seasonal employees earn one hour of paid sick leave for every 30 hours worked, which may accrue and carry over from year to year, up to a cap of 80 hours.
- If you're a new employee who previously worked at a qualifying California public school or county office of education, we can accept a paid sick leave transfer, but please note this must be done within your first year of employment, and is subject to verification from your former school employer.

Important Things to Know About Using Paid Sick Leave

You can start using your paid sick leave **after your 90th calendar day of employment**. When you use paid sick leave, it **must be taken in minimum increments of up to two hours**.

Should your absence for illness extend **beyond five days**, we may need medical documentation from your healthcare provider to confirm your illness or to certify that you are cleared to return to work or to determine if your absence might qualify for a Leave of Absence or if you need an accommodation under the ADA.

Once your paid sick leave is fully used, you may then choose to use any accrued vacation time.

Unused paid sick leave is not paid out to you if your employment ends.

The Sick Leave Bank: A Community of Support

Our Sick Leave Bank is a compassionate program designed to support employees facing serious medical challenges and extended absences. It's a collective pool of donated sick leave hours, ready to help when personal leave balances are exhausted.

How It Works

To Receive Hours:

If you're absent for more than five consecutive days due to a serious illness, you may request hours from the Bank. To be eligible, you must have no accrued paid time off and you must qualify for a medical leave. This requires verification from your healthcare provider.

You can receive a maximum of 160 hours from the Bank within any rolling 12-month period.

To Donate Hours:

You can generously donate your sick leave hours to the Bank. Donated hours remain in the Bank, rolling over each fiscal year to help others in need. When you donate, the sick leave hours are considered "used" and the hours will not be returned to you or reinstated if you are rehired.

Personal Days

We offer **two paid personal days** per fiscal year as a benefit to regular, full-time employees.

Your personal day balance will appear in your timekeeping profile **after the first pay period of the fiscal year**. You may carry over a maximum of one unused personal day to the next fiscal year, and **may accumulate up to three personal days**. **Accrued personal days are considered part of your compensation. If your employment ends, any accrued/unused personal days will be paid out to you.**

Vacation Time

MWA, offers vacation pay as a benefit to regular, full-time employees. Instructional staff, part-time, and temporary/seasonal employees are not eligible for vacation time.

Please note: Teachers generally don't accrue vacation time in the same way as other professional workers. This is because their work schedule is unique, with built-in breaks and holidays during which they are not required to work.

Vacation typically accrues over time as you work. Regular, full-time employees earn vacation time at a rate of 7.385 hours per pay period, to a maximum of 288 hours. Once you reach this cap, you won't earn any more vacation time until your balance drops below 288 hours. **You do not accrue vacation time while on an unpaid leave of absence.**

Vacation time can only be used once it has been earned. If you begin working mid-school year you might not have enough accrued vacation time for week-long breaks (typically in November, February, and April) and you may be eligible to request an advance of up to five (5) days of vacation time. Any advanced vacation time will be subtracted from your future vacation time accrual.

We encourage you to take your vacation time during scheduled school breaks. Requests for scheduled absences should be submitted with sufficient advance notice, typically two weeks in advance.

Accrued vacation time is considered part of your compensation. If your employment ends, any accrued/unused vacation time will be paid out to you.

Paid Time Off for Educator Credential Examination

To support our instructional staff in meeting their professional obligations and maintaining required certifications, MWA is pleased to provide dedicated paid time off for eligible employees to attend and complete educator credential examinations.

This policy applies to all regular, full-time instructional staff who are **required to obtain or renew California educator credentials for their current role at MWA**. This includes, but is not limited to, examinations such as the California Subject Examinations for Teachers (CSET), Reading Instruction Competence Assessment (RICA), or other state-mandated credentialing assessments.

This time off will be compensated at the **employee's regular base rate of pay**, and employees' regular salaries will not be reduced for time spent on these examinations. This paid time off is separate from, and in addition to, any existing leave banks or accrued paid time off.

Paid time off under this policy is generally limited to the actual time spent taking the examination, plus reasonable travel time to and from the examination site. For examinations that span multiple days, paid time off will be granted for the necessary examination days. MWA may establish **reasonable annual limits** on the total number of paid hours for examinations per employee, which will be communicated separately if applicable.

Employees must request time off for educator credential examinations from their supervisor and People Operations as far in advance as possible, ideally **at least two (2) weeks prior** to the examination date. To facilitate approval, employees must provide a copy of their examination

registration or confirmation, clearly showing the date, time, and location of the examination. Upon return to work, employees must provide proof of attendance at the examination.

All requests for paid time off under this policy are subject to approval by the employee's supervisor and People Operations, based on operational needs and compliance with policy guidelines.

Travel and School-Related Expense

We reimburse employees for all necessary expenses incurred during **work-related travel**, such as meals, lodging, airfare, or necessary vehicle rentals, including mileage.

Reimbursement Requirements:

Expenses must be approved in advance by your supervisor.

To be reimbursed for work-related travel, you must:

- Provide an accurate mileage log.
- Retain all receipts for your expenses.
- Submit a detailed expense report with all receipts within 60 days of your trip.

Field Trips/Local Travel: Mileage for approved use of your personal vehicle for school business is reimbursed at the current IRS standard rate. The Business Services Department can provide the latest information on meal per-diem allowances.

For a more detailed look at the relevant guidelines, go to [Travel and Expense Guidelines](#).

Reporting Time Pay

If you are a non-exempt employee and you report to work but are then sent home early or given less than half of your scheduled shift, you will be paid a minimum of half your scheduled hours (at least 2, but no more than 4 hours) at your regular rate. This applies unless the lack of work was beyond the school's control. These reporting time hours do not count as "hours worked" for overtime unless you actually perform work.

Example: If you're scheduled for 8 hours but sent home after 3, you'll receive 4 hours of pay, but the 4th hour will be reporting time pay, not counted toward overtime.

Natural Disaster Pay

Life in California can bring unexpected natural disasters or extreme weather events that disrupt our daily routines and ability to work. This policy clarifies how pay is handled for employees when MWA operations are impacted by such events.

Pay During Natural Disaster Impact

How you are paid depends on your employment classification, whether you are able to work, and MWA's discretion.

For Non-Exempt Employees:

- You are paid for hours actually worked.

- If MWA is officially closed and you do not work, you will not be paid for that time. Any payment for that week is at MWA's discretion. You may use accrued paid time off to cover this time.
- If MWA is open but you are unable to commute due to official disaster-related travel restrictions, you will not be paid for the hours you do not work/miss. You may use accrued paid time off to cover this time.

For Exempt Employees:

- If MWA officially closes due to a natural disaster and you perform any work during that workweek (even remotely), you will receive your full regular salary for the entire week.
- If MWA is closed for a full workweek (e.g., Monday through Friday) and you perform no work during that entire week, payment for that week is at MWA's discretion. You may use accrued paid time off to cover this time.
- If MWA is open but you are unable to commute due to official disaster-related travel restrictions, you are encouraged to work remotely if feasible and approved by your supervisor.

An Unparalleled Benefits Package

Here are the highlights that make a difference:

- **Regular, full-time employees are eligible for 100% employer-paid comprehensive health insurance:** We cover 100% of the premiums for medical, dental, vision, chiropractic, and acupuncture benefits. This full coverage extends to your spouse/registered domestic partner or you and any number of children/dependents, ensuring your entire family has access to quality care without the burden of monthly premiums.
- **Teacher Credentialing Support:** MWA covers the cost of your Teacher Induction Program (approximately \$5,000 per year), investing directly in your professional development and credentialing journey.
- **Student Loan Repayment:** Receive up to \$1,500 per year for five years after two years of employment, helping you reduce your student debt burden.
- **Tuition Assistance:** After two years of service, MWA offers up to \$5,000 per year for four years in tuition assistance for employees taking college courses to pursue additional advanced degrees.
- **Loyalty & Retention Bonus:** Receive a 5% increase to your base salary at key loyalty milestones: 5, 10, and 15 years of service.
- **Supporting Your Child's Education:** Children of eligible full-time employees receive priority during our application lottery for 5th-8th grades after 12 months of employment.
- **Free EV Charging:** Free daily electric vehicle charging on campus, potentially saving you around \$1,000 per year in charging costs.
- **Robust Retirement & Pension Plans:** Instructional staff participate in the excellent California State Teachers' Retirement System (CalSTRS). Think of it as the main retirement plan for most teachers and other certificated staff in CA. Instead of paying into Social Security, these educators contribute to CalSTRS, and MWA and the State of California also contribute.

Fiscal Year Creditable Service Performed In	Member Contribution Rate CalSTRS 2% at 60	Member Contribution Rate CalSTRS 2% at 62	Employer Contribution Rate
2019-20	10.25%	10.21%	17.10%
2020-21	10.25%	10.21%	18.40%
2022-23	10.25%	10.21%	19.10%
2023-24	10.25%	10.21%	19.10%
2024-25	10.25%	10.21%	19.10%
2025-26	10.25%	10.21%	19.10%

Non-instructional staff may enroll in an elective 403(b) matching program. For non-instructional staff, MWA will match contributions on the following schedule (all contributions are fully vested when made):

- **After six months of service, 3%**
- **After three years of service, 4%**
- **After five years of service, 5%**
- **After ten years of service, 6%**

Meeting with People Operations: A member of the People Operations team will contact eligible employees to schedule time to go over the benefits package during, or right after a new hire orientation. Dive into our full [benefits package](#).

LEAVES OF ABSENCE (LOA)

We know that life sometimes requires you to step away from work and that's where a Leave of Absence (LOA) may come in. Think of it as an authorized, extended break from your regular duties, designed to support you through important personal events or circumstances. We're here to help you navigate these times. If you think you might need an extended leave, please reach out to People Operations to discuss your options.

Key Things to Know About Leaves of Absence

- **It's Approved Time Off:** A Leave of Absence (LOA) must be formally requested and approved by MWA; it is not for unscheduled absences. MWA may **deny any request for time off** at its discretion, unless the leave is for a legally protected reason.
- **Specific Life Events:** Leaves are typically granted for particular reasons, such as an illness, welcoming a new child, or addressing a family emergency.
- **Can Be Paid or Unpaid:** Depending on the reason for your leave and MWA policy, it might be paid, partially paid, or unpaid. Even if it's unpaid, your benefits, like health insurance, may continue (**provided you pay the appropriate premiums**) and your job security is generally protected.
- **Your Job is Protected:** In most cases, your job (or an equivalent one) is protected while you're on an approved leave, meaning you have the right to return to your position once your leave is complete. **However, re-employment cannot always be guaranteed.**
- Sometimes, due to school needs, your job may be filled by a replacement while you're on leave. **Please give us at least two-weeks' notice before returning from leave.**
- For medical leaves, you cannot return to work without first providing sufficient healthcare provider's return-to-work authorization.
- You may not accept employment with any other employer while on LOA without MWA's prior written permission. Doing so will be considered a resignation from your employment here.

Bereavement Leave

All employees who have worked for MWA for **at least 30 days** are eligible for bereavement leave.

You are entitled to up to **five days of paid leave within three months** of the death of certain family members. This includes a spouse, child, parent, sibling, grandparent, grandchild, registered domestic partner, or parent-in-law.

You'll need to provide documentation to People Operations (e.g., an obituary, funeral program, or prayer card) before returning to work.

Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

This policy outlines your rights to a job-protected, unpaid leave of absence under both federal and CA law. This leave is intended to help you balance your work and family responsibilities.

Covered Employers

- CFRA applies to employers with 5 or more employees.
- FMLA applies to employers with 50 or more employees within a 75-mile radius.

Employee Eligibility

To be eligible for FMLA and/or CFRA leave, you must meet all of the following criteria:

- You have worked for MWA for at least 12 months (these do not need to be consecutive).
- You have worked at least 1,250 hours in the 12 months immediately before the leave begins.

Qualifying Reasons for Leave

Eligible employees can take up to 12 weeks of job-protected leave in a 12-month period for the following reasons:

- Your own serious health condition that makes you unable to perform your job's essential functions. This includes on-the-job injuries or illnesses. **Please note: This does not cover pregnancy-related disabilities, which are covered by our separate Pregnancy Disability Leave policy.** A "serious health condition" generally involves inpatient care (like a hospital stay) or ongoing treatment by a healthcare provider (including for substance abuse). "Incapacity" means you're unable to work, attend school, or perform daily activities due to your condition or its treatment.
- To care for a family member with a serious health condition. **FMLA covers:** Spouse, child, or parent. **CFRA is broader and covers:** Spouse, domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or a designated person (someone related by blood or whose association is equivalent to a family relationship). You can designate one such person per 12-month period.
- **Parenthood (Bonding with a New Child):** To care for your newborn, adopted, or foster child. This leave **must be completed within 12 months** of the child's birth, adoption, or placement. If both parents work for MWA, **each parent is entitled to their own 12 weeks of leave** for bonding.
- For certain urgent needs (exigencies) arising from a spouse, child, parent, or domestic partner (for CFRA) being on or called to active military duty.
- **Military Caregiver Leave (FMLA-only):** If you're caring for a seriously injured or ill spouse, child, parent, or next of kin who is a covered Armed Forces service member, you may take up to 26 weeks of FMLA leave in a single 12-month period. **CFRA does not have an equivalent leave for this purpose.**

Interaction with Other Leaves

- **Pregnancy Disability Leave (PDL):** PDL is a separate leave and does not count against your 12-week CFRA entitlement. This means an eligible employee can first use up to four months of PDL and then use an additional 12 weeks of CFRA for baby bonding.
- **FMLA/CFRA: For reasons that qualify under both laws (e.g., caring for a sick spouse), your leave will run concurrently.** When the reason only qualifies for one of the laws (e.g., caring for a grandparent), it will be designated under that specific law only.

How Much Leave Can You Take?

- You can generally take up to 12 workweeks of leave within a 12-month period for FMLA/CFRA reasons. For military family care, this can extend to 26 workweeks. Your "workweek" is based on your normal schedule (e.g., a full-time employee's 12 workweeks mean 60 eight-hour days).
- **How the 12-Month Period Works:** We use a "rolling" 12-month period. This means we look back 12 months from the date your leave starts to calculate how much leave you have available.
- **Holidays & School Closures:** If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the school's activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as Winter Break, or Summer Vacation, the days the school's activities have ceased do not count against the employee's FMLA/CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Intermittent or Reduced Schedule

Leave can be taken:

- In one continuous period.
- If medically necessary for your own or a family member's serious health condition, leave can be taken intermittently (e.g., a few hours or days at a time) or on a reduced schedule (e.g., working part-time).
- For baby-bonding, the minimum leave duration is generally two weeks. However, we will grant requests for shorter periods (at least one day but less than two weeks) on two separate occasions.
- If you need foreseeable intermittent or reduced schedule leave for planned medical treatment, you might be temporarily moved to a different position with equivalent pay and benefits that better accommodates your leave schedule.
- When possible, please try to schedule planned medical treatments to minimize disruption to MWA's operations.

Pay During Leave

FMLA and CFRA leave is generally unpaid, however:

- **For your own serious health condition:** You must use your accrued sick leave at the start of FMLA/CFRA.
- **For baby-bonding or family member care:** You may use your accrued sick leave at the start of FMLA/CFRA.
- **Unpaid Leave:** Once your sick leave is used up, any remaining FMLA/CFRA leave will be unpaid.

- If you receive partial wage replacement through California State Disability Insurance (SDI) or Paid Family Leave (PFL), administered by the Employment Development Department (EDD), you and MWA **may agree** to use other accrued paid time off (like vacation time) to supplement your pay, unless prohibited by law.

Please consult with People Operations for details on how to use your accrued paid time off.

Please note: Receiving sick leave, vacation time, or SDI benefits does not extend your total FMLA and CFRA entitlement. And, you do not accrue paid time off while on FMLA/CFRA. Accruals will resume when you return to work.

Job Protection and Benefits

- **Job Reinstatement:** Upon returning from a qualified leave, you are guaranteed reinstatement to your same or an equivalent position.
- **Health Benefits:** Your health benefits will be maintained during your leave under the same terms and conditions as if you were actively working. We'll provide you with written details about how premium payments will be handled during your leave.

Important: We may seek to recover health benefit costs paid during your leave if you do not return to work after your leave ends (or return for less than 30 days), unless your failure to return is due to another FMLA/CFRA-qualifying serious health condition or other circumstances beyond your control.

How to Request Leave

You must provide at least **30 days' advance notice** to your supervisor and People Operations. If a 30-day notice is not possible, you must provide notice as soon as practicable.

To request PDL, you must:

- Notify People Operations and complete MWA's "Request for Leave" form.
- Obtain and submit a medical certification from your healthcare provider on the MWA-provided form **within 15 calendar days** of your request. **Failure to submit the form on time could delay or deny your leave.**
- If your certification is incomplete, we'll notify you what additional information is needed. **We may contact your healthcare provider to confirm the authenticity of the certification.**
- **Second/Third Opinions (for your own serious health condition):** If we have doubt about the medical certification for your own serious health condition, we may require a second opinion from a healthcare provider of our choice (at our expense). If the opinions differ, a third, mutually agreeable healthcare provider will provide a final and binding opinion (also at our expense).
- We will respond in writing within 5 business days to let you know if your leave is approved and to outline your responsibilities. **Recertification may be required for extended leave.**

Job Protection and Reinstatement

Upon your timely return from FMLA/CFRA, you are generally entitled to return to the same or a comparable position with similar duties, pay, and benefits. This applies unless your original position or a comparable one no longer exists for legitimate business reasons unrelated to your leave.

We will require a doctor's note clearing you to return to work. If you have limitations, we will evaluate and provide reasonable accommodation as required by law. If accommodation isn't possible, a medical separation from MWA may occur.

Pregnancy Disability Leave (PDL)

This policy provides for an unpaid, job-protected leave of absence for employees who are disabled by pregnancy, childbirth, or related medical conditions, as required by CA law.

Eligibility

All employees who work for a covered employer are immediately eligible for Pregnancy Disability Leave. There is no minimum length of service or hours worked requirement.

Duration of Leave

An eligible employee can take **up to four months of PDL per pregnancy (approximately 17 1/3 workweeks)**. For a full-time employee (40 hours/week) this amounts to about 693 hours. **For other schedules hours are calculated proportionally**. The duration of the leave is based on the period of actual disability, as certified by a healthcare provider. Leave can be taken:

- In one continuous period.
- Intermittently (e.g., a few hours or days at a time for prenatal appointments, severe morning sickness).
- On a reduced work schedule (e.g., working part-time). If this requires a temporary change in your work arrangement, you may be temporarily transferred to an alternative position with equivalent pay and benefits.
- When possible, please try to schedule planned medical treatments to minimize disruption to MWA's operations.

If your disability continues after your PDL ends, you may be eligible for additional leave as a reasonable accommodation under other laws. We will evaluate such requests case-by-case, considering if the extended leave will help you return to work and if it creates undue hardship for MWA.

Pay During Leave

PDL is generally unpaid, however:

- You **must use your accrued sick leave** at the beginning of PDL and you may choose to use any accrued vacation time.
- Once your paid leave is used, any remaining PDL will be unpaid. However, you may be eligible to receive partial wage replacement by applying for California State Disability Insurance (SDI) benefits through the Employment Development Department (EDD).

Please consult with People Operations for details on how to use your accrued paid time off.

Please note: Receiving sick leave, vacation time, or SDI benefits does not extend your total PDL entitlement. And, you do not accrue paid time off while on PDL. Accruals will resume when you return to work.

Health Benefits

If you have MWA-sponsored group health insurance, your coverage will be maintained during your PDL for up to four months under the same conditions as if you were actively working. We'll confirm the arrangements for your premium payments.

Important: We may recover health benefit costs paid during your PDL if you do not return to work after your leave ends (or return for less than 30 days), unless your failure to return is due to another protected leave (like CFRA), a continuation of your PDL-qualifying condition, another medical condition requiring further leave, or other circumstances beyond your control.

How to Request Leave

If your need for leave is foreseeable, you must provide **at least 30 days' advance notice** to your supervisor and People Operations. If the leave is not foreseeable, you must notify us as soon as possible.

To request PDL, you must:

- Notify People Operations and complete MWA's "Request for Leave" form.
- Obtain and submit a medical certification from your healthcare provider on the MWA-provided form **within 15 calendar days** of your request. **Failure to submit the form on time could delay or deny your leave.**
- We will respond in writing within 10 business days to let you know if your leave is approved and to outline your responsibilities. **Recertification may be required for extended leave.**

Job Protection and Reinstatement

Upon your timely return from PDL, you are generally entitled to return to the same or a comparable position with similar duties, pay, and benefits. This applies unless your original position or a comparable one no longer exists for legitimate business reasons unrelated to your leave.

We will require a doctor's note clearing you to return to work. If you have limitations, we will evaluate and provide reasonable accommodation as required by law. If accommodation isn't possible, a medical separation from MWA may occur.

Important Interaction with Other Leaves

- **FMLA:** PDL runs concurrently with an eligible employee's Family and Medical Leave Act (FMLA) entitlement.
- **CFRA:** PDL does not run concurrently with the California Family Rights Act (CFRA). This means that after your PDL concludes, you may be eligible for an additional 12 weeks of job-protected leave under CFRA to bond with your new child.

CA Disability Insurance

CA Disability Insurance or SDI provides short-term benefit payments when you can't work and lose wages due to a non-work-related:

- Illness or injury (either physical or mental)
- Surgery (including elective)

- Pregnancy, childbirth, or other related conditions
- Alcohol or drug rehabilitation (some restrictions apply)

You may be eligible to receive between \$50 to \$1,681 each week for up to 52 weeks, depending on wages you earned 5-18 months before your claim start date. SDI does not provide job protection. However, your job may be protected through other federal or state laws such as FMLA/CFRA.

CA Paid Family Leave (PFL)

Paid Family Leave (PFL) is a state-administered insurance program that provides short-term wage replacement benefits to eligible workers who need to take time off work for family leave. This includes bonding with a new child (via birth, adoption, or foster placement). There are three types of PFL claims:

- **Bonding:** For birth mothers transitioning from pregnancy disability benefits and new mothers (without a pregnancy disability claim), fathers, and foster or adoptive parents welcoming a new child into the home.
- **Care:** For individuals who become a caregiver for a seriously ill family member.
- **Military Assist:** For workers taking time off to support a military-family member deploying to a foreign country.

If eligible, you may receive benefit payments for up to 8 weeks in a 12-month period. PFL provides benefit payments but not job protection. ***This leave can be taken consecutively or intermittently.*** For bonding, the leave must be taken ***within one year of the child's arrival.***

To qualify for PFL benefits, you must:

- Have lost wages because you need to bond with a new child.
- Be unable to do your regular work due to the need for family leave.
- Be employed or actively looking for work when your family leave starts.
- Have earned at least \$300 and paid into CA Disability Insurance (SDI) in the last 18 months.

Benefit Amount: You can receive approximately 70-90% of your wages earned 5 to 18 months before your claim start date, up to a maximum weekly benefit amount. The exact percentage depends on your income.

Job Protection: PFL itself does not provide job protection. It only provides wage replacement benefits. However, other laws may provide job protection, e.g., FMLA/CFRA and PDL.

Paid Parental Leave (PPL)

Our Paid Parental Leave policy offers eligible employees up to eight weeks of paid time off in a 12-month period for bonding with a new child (birth, adoption, or foster care placement).

This benefit supplements California's Paid Family Leave (PFL) benefits, aiming to provide you with up to 100% of your regular pay during your leave.

To qualify for PPL benefits, you must:

- You must be eligible for California PFL and a regular, full-time MWA employee who has completed at least 90 days of employment.
- You must invoke FMLA/CFRA unpaid leave in order to receive PPL.

PPL provides supplemental pay to make up the difference between your normal weekly wages and your PFL benefits, up to a specific cap.

How to Access This Benefit

- **Notify Us Early:** Let your supervisor and People Operations know about your need for leave as soon as possible.
- **Apply for CA PFL:** File a claim for Paid Family Leave (PFL) benefits with the California Employment Development Department (EDD).
- **Share EDD Confirmation:** Provide People Operations with your EDD PFL approval notification and benefit award amount.
- **Receive Supplement:** Once your PFL benefits begin, MWA will provide the supplemental pay to ensure you receive up to 100% of your regular wages.
- **Flexibility:** You can take PPL all at once or intermittently, within the first 12 months after the child's birth, adoption, or foster care placement.

Jury Duty or Witness Leave

If you are summoned for jury duty or receive a subpoena to appear as a witness, MWA supports your civic duty. Your job is protected. We will not fire, demote, or retaliate against you for taking time off for these reasons, as long as you give us reasonable notice.

What to Do

Tell your supervisor and People Operations when you receive a jury summons or witness subpoena and give us a copy of the summons or subpoena.

Pay During Leave

For all employees, the school will pay for **up to ten days** if an employee is called to serve on a jury.

Exempt Employees: If you perform any work for us during a week where you also have jury or witness duty, you will receive your full weekly salary. If you are on jury or witness duty for the entire workweek and perform no work, you will not be paid for that week.

You must return to work on your next scheduled workday after your jury or witness duty ends. ***If you are released early, you must return to work for any remaining scheduled hours, unless otherwise approved by your supervisor.*** When you return to work, provide documentation from the court showing your attendance.

School Appearance and Activities Leave

We support your involvement in your child's education. If you are a parent or guardian (including stepparent, foster parent, or grandparent) of children from kindergarten through 12th grade, or a child enrolled with a licensed childcare provider, you may take up to 40 hours of unpaid time off per school year (***with a maximum of 8 hours per calendar month***) to participate in your child's school or childcare activities.

If more than one parent or guardian works for MWA, the first employee to request the leave will be granted the time off. Additional time off may be permitted if the school requires your appearance.

Please provide reasonable advance notice of your planned absence. **You must use accrued paid time off during this absence.**

When requesting time off, please provide verification of your participation in an activity as soon as practicable. For required appearances, please provide a copy of the notice from the child's school requesting your presence.

Expanded Protections for Victims of Crime

In accordance with California AB 2499, we're expanding protections for employees who are victims of certain crimes (like domestic violence, sexual assault, or stalking) or who have family members who are victims. **This applies even if no one is arrested or convicted.**

What This Means for You

Protected Time Off: You can take paid or unpaid time off for reasons related to the crime, such as seeking medical attention, legal help, safety planning, or even relocating for safety. We will take all reasonable steps to maintain your privacy, and you will not face discrimination or retaliation for exercising these rights.

If you're the victim, you can take up to 12 weeks of protected time off. If a family member is the victim, you can take up to 10 days for general purposes, and up to 5 days specifically for relocating or enrolling children in a new school/childcare. If a family member dies as a direct result of the crime, we can't limit your total leave to fewer than 12 weeks.

Reasonable Accommodations: We'll provide reasonable accommodations to help ensure your safety at work, such as changing your workstation, or other agreed-upon measures.

How to Request

Please notify People Operations as soon as reasonably possible. We may ask for certification (like a police report or a statement from a professional) to confirm the need for leave or accommodation.

Bone Marrow and Organ Donor Leave

We support life-saving donations.

Bone Marrow Donation: Eligible employees may receive up to five workdays off in a 12-month period to donate bone marrow.

Organ Donation: Eligible employees may receive up to 60 work days off in a 12-month period to donate an organ. To be eligible for Donor Leave, you must have been employed by MWA for at least 90 days immediately before the leave. You'll need to provide written verification that you are a donor and that there's a medical necessity for the donation.

Up to five days for bone marrow donation and up to 30 days for organ donation may be paid, provided you use five days of accrued paid time off for bone marrow donation and two weeks of accrued paid time off for organ donation. **If you have insufficient accrued paid time off, the remaining leave will be paid by MWA.**

Upon return from Donor Leave, you'll be reinstated to your position held before the leave, or to a position with equivalent status, benefits, pay, and other terms and conditions. MWA may refuse reinstatement for reasons unrelated to taking Donor Leave. **Please note: Donor Leave cannot be taken concurrently with FMLA/CFRA Leave.**

Drug and Alcohol Leave

We support employees seeking help with alcohol or drug rehabilitation. MWA will reasonably accommodate employees who voluntarily enter and participate in an alcohol or drug rehabilitation program, which may include providing unpaid leave. **Please note, the school does not cover the costs of attending such programs.** You may use any accrued paid time off during your requested leave.

This policy does not prevent MWA from refusing to hire or from discharging an employee who, due to current alcohol or drug use, is unable to perform their duties or poses a health or safety risk to themselves or others. If you wish to seek assistance, please contact People Operations. We will take all reasonable steps to maintain your privacy.

Reproductive Loss Leave

All employees who have worked for MWA for at least 30 days are eligible for up to five unpaid days of leave following a reproductive loss event.

A reproductive loss event includes a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. **This leave must be used within three months of the event.**

You may take up to 20 days of leave for qualifying reproductive loss events within a 12-month period. This leave is unpaid unless you choose to use available accrued paid time off.

Civil Air Patrol Leave

If you are a Civil Air Patrol member, you may take up to 10 days of unpaid leave per year for official Civil Air Patrol duty. To request this leave, please notify your supervisor and People Operations as far in advance as possible.

Military and Military Spousal Leave of Absence

We honor your service and support military families.

Military Leave

MWA grants military leave for service in the uniformed services, in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA). Please provide advance written notice of your need for leave, unless military necessity, impossibility, or unreasonableness prevents it.

- **Health Benefits:** For service of 30 days or less, your health benefits will continue. For service over 30 days, you may choose to continue your health benefits through COBRA.
- **Wage Replacement:** You may use accrued paid time off as wage replacement during your service.
- **Returning to Work:** Generally, if you've completed your service satisfactorily and apply within 90 days of release from active duty (or within a legally extended period), we will reinstate you to your same position or one of comparable seniority, status, and pay. For

National Guard members, the application period is 40 days for full-time positions and 5 days for part-time positions after release from active duty.

- **Service Credit:** Upon your return, you'll be credited with the hours you would have worked had you not been absent due to USERRA-covered service. Exceptions will be made to comply with applicable laws.

Military Spousal Leave

If you are a spouse of a deployed military service member, you may take up to 10 days of unpaid leave if you work more than 20 hours per week. This leave is available when your military spouse is on leave from deployment during a time of military conflict.

To be eligible, please provide:

- Notice of your intention to take military spousal leave within two business days of receiving official notice that your spouse will be on leave.
- Documentation certifying your spouse will be on leave from deployment during your requested leave time.

Volunteer Firefighter, Reserve Peace Officer, & Emergency Rescue Personnel

We support your dedication to public service.

- **Non-exempt employees:** You will be granted unpaid time off to perform emergency duties.
- **Exempt employees:** If you work and perform emergency duties within a workweek, you will receive your full salary for that week. Otherwise, you will be granted unpaid time off.

All employees may substitute vacation time for any unpaid portion of leave for emergency duties or training.

Voting Time Off

If you don't have enough time outside of work hours to vote in an official state-sanctioned election, you may take time off to vote.

This time off should be taken at the beginning or end of your shift, whichever allows for more free time, combining with your non-working hours for a **maximum of two hours paid time off**. Please give your supervisor at least two days' notice.

If you serve as an election official, you are **eligible for unpaid leave on Election Day**. Please notify your supervisor as far in advance as possible.

Sabbatical Leave

We offer Sabbatical Leave, a unique opportunity for you to step away, reflect, recuperate, and boost your personal and professional growth. This isn't vacation; it's an investment in your long-term well-being and continued excellence.

To be eligible for sabbatical leave, you must be a regular, full-time employee in good standing with at least seven consecutive years of service at MWA. Once you complete a sabbatical, you can reapply after seven years. Time taken for an approved Leave of Absence will not negatively impact your eligibility or continuous service calculation for sabbatical.

How to Apply

Submit a proposal to your supervisor and the CEO outlining your plans. This proposal should describe your reasons for the sabbatical and your planned activities (e.g., continuing education, research). Please submit your request at least 90-days before your intended sabbatical start date.

Your supervisor and the CEO will review your proposal. If they support it, they will draft a Recommendation for Approval to our Board. The Board will review your request and the recommendation and will make a final decision regarding the requested sabbatical.

Approval depends on your goals and focus, as well as staffing and operational needs of the school. **Please note: No more than 10% of employees in any department can be on sabbatical at the same time.)**

Guidelines for Your Sabbatical

While on sabbatical, you will receive 50% of your regular pay, and your benefits coverage will continue while you're on sabbatical. Pre-tax deductions will continue to be taken from your partial pay.

You are not required to use any accrued paid time off during your sabbatical, and your accrued paid time off will carry over if your sabbatical crosses fiscal years. However, you won't accrue paid time off during your sabbatical. **Sabbatical Leave is not paid out to you if your employment ends.**

Eligibility Criteria & Time off

Group	7 years of service	14 years of service	21 years of service
Staff	4 weeks @ 50% paid time	6 weeks @ 50% paid time	12 weeks @ 50% paid time
Teacher	6 weeks @ 50% paid time	9 weeks @ 50% paid time	14 weeks @ 50% paid time
Administrator	8 weeks @ 50% paid time	12 weeks @ 50% paid time	16 weeks @ 50% paid time

Upon returning from your sabbatical, you'll be asked to share how you spent your time. This can include details and outcomes of your travels, samples of your writing or research, and other examples that demonstrate how the sabbatical contributed to your professional development.

Time Off for Adult Literacy Programs

If you identify a problem with illiteracy and request our assistance in enrolling in an adult literacy education program, we will reasonably accommodate and assist you. You are responsible for the program costs, but we can help you find local literacy education programs.

To request assistance, please contact People Operations. We will take all reasonable steps to safeguard your privacy. Non-exempt employees may use accrued vacation time, if available, to make up for missed work while attending literacy classes.



Appendix A

Harassment/Discrimination/Retaliation Complaint Form

MWA is committed to providing an environment free from harassment, discrimination, and retaliation. This form is for you to report what you believe to be harassment, discrimination, or retaliation, enabling the school to investigate and take appropriate action when the facts support such findings.

If you are an employee, you may file this form with the Senior Director of People Operations, and/or the CEO, and/or the Board President.

Please refer to the school's comprehensive policies on harassment, discrimination, and retaliation for definitions and descriptions of prohibited conduct.

We will make every effort to handle the investigation of your complaint confidentially. This means we will only share the contents of your complaint with those who "need to know." For instance, to conduct a thorough investigation, we'll need to disclose parts of your factual allegations to potential witnesses, including anyone you've identified as having knowledge of the facts, as well as the alleged offender.

By signing this form, you authorize MWA to share the information you provide now and in the future with others as needed for the investigation. Please note that the more detailed information you provide, the better equipped we will be to address your complaint effectively.

Charges of harassment, discrimination, and retaliation are taken very seriously due to the harm they cause and the potential actions taken against offenders. Therefore, it is crucial that you report the facts as accurately and completely as possible and cooperate fully with the individuals assigned to investigate your complaint.

- Your Name:
- Date:
- Date of Alleged Incident(s):
- Name of Person(s) you believe harassed, or discriminated or retaliated against you or someone else:
- List any witnesses that were present:
- Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

I acknowledge that I have read and that I understand the above statements. I hereby authorize MWA to disclose the information I have provided as it finds necessary in pursuing its investigation.

I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief.

Signature of Complainant:

Date:

Printed Name of Complainant:

-----To be Completed by People Operations Only -----

Received by:

Date:

Appendix B

Internal Complaint Form

- Your Full Name:
- Date:
- Date of Alleged Incident(s):
- Name of Person(s) you have are filing a complaint against:
- List any witnesses that were present:
- Where did the incident(s) occur?

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e., specific statements: what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed).

I hereby authorize MWA to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination of employment.

Signature of Complainant:

Date:

Printed Name of Complainant:

----- To be Completed by School Official Only-----

Received by:

Date:

Coversheet

MWA & Western Governors University MOU

Section: IV. Action Items
Item: D. MWA & Western Governors University MOU
Purpose: Vote
Submitted by:
Related Material:
MWA WGU Collaboration Agreement_wgu legal 7.18.25 (002).docx (1).pdf

BACKGROUND:

This Collaboration Agreement establishes a partnership between Making Waves Academy (MWA) and Western Governors University (WGU) to support MWA employees (“Learners”) in pursuing educational opportunities that advance their personal and professional goals. Through this agreement, WGU will provide access to accredited degree programs, certificates, and credentials, along with eligibility for the WGU K-12 Partner Scholarship of up to \$2,500. MWA agrees to promote WGU opportunities internally and collaborate on outreach and engagement efforts, while WGU retains full responsibility for program content, admissions, and scholarship decisions. Both parties commit to maintaining open communication, protecting confidential information, and working together to support Learners’ success.

COLLABORATION AGREEMENT

Western Governors University and Making Waves Academy

This Collaboration Agreement ("Agreement") is effective as of the date of the last signature below between Western Governors University (together with any affiliates, "WGU"), a Utah nonprofit corporation located at 4001 South 700 East, Suite 700, Salt Lake City, UT 84107, and Making Waves Academy ("Making Waves Academy" or "Organization"), located at 3045 Research Drive, Richmond, CA 98406 (each a "Party" and collectively the "Parties").

A. Purpose & Background

The common goal for this Agreement is to encourage Making Waves Academy Learners to upskill and further their careers by pursuing educational opportunities to advance personal goals and the work of Making Waves Academy. Through this collaborative effort, WGU will provide Learners with learning pathways to higher education (degrees, certificates, and credentials). For the purposes of this Agreement, "Learners" shall refer to Making Waves Academy employees.

WGU is a private, non-profit, accredited institution offering degrees and other educational opportunities. WGU's programs are designed to fit into busy work and home schedules. Making Waves Academy is located in Richmond, CA, and their 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 their communities. They have approximately 150 employees.

B. Scholarship Opportunities

Scholarships may be awarded to Learners, if applicable, as described below. The school acknowledges and agrees that: (i) scholarship applicants must meet WGU admission requirements, and (ii) WGU is solely responsible for scholarship funding and award decisions.

WGU K-12 Partner Scholarship Employee Learners of the District are eligible to apply for the WGU K-12 Partner Scholarship in the amount of \$2,500, which is disbursed in increments of \$625 per academic term for up to four (4) terms based on satisfactory academic performance.

C. Obligations of WGU

1. WGU has sole responsibility for all aspects of any program, certificate, curriculum, and applicable accreditations.
2. WGU will support candidates to meet all applicable program and licensure requirements prior to applying for their credentials.
3. WGU retains sole discretion in admission decisions.
4. At the request of Making Waves Academy, WGU will provide training, and print and digital materials to Learners to enable an understanding of the opportunities with WGU.

D. Obligations of Making Waves Academy

1. The school agrees to highlight WGU as an education benefit through its standard internal communication channels and to establish a web link from Making Waves Academy internal web page to WGU's partner page.
2. If Making Waves Academy offers other tuition assistance programs, WGU degree programs will be

added to the list of programs eligible for Making Waves Academy highest level of assistance, provided the programs meet the Organization's existing eligibility standards.

3. When applicable, Making Waves Academy will invite WGU to participate in any virtual and/or local education/benefit fairs, information seminars, and "lunch and learn" presentations that they may offer.
4. Making Waves Academy agrees to support additional marketing communications upon request, for example: press releases, student and/or alums success stories, career fairs, alumni communications.

E. Joint Obligations

1. The Parties will collaborate on an announcement of the signing of this Agreement with a mutually agreeable press release. A signing event may also occur in conjunction with the announcement if mutually agreed upon between the Parties.
2. The Parties will collaborate in developing methods of communication to share about WGU opportunities, including the scholarship, enrollment campaigns, and engagement opportunities.
3. The Parties agree to maintain open communication to provide timely support and engagement to advance the goals of this Agreement.
4. Each Party agrees to use reasonable care to protect the confidential information of the other Party against unauthorized disclosure. The Parties further agree to treat all education records created, disclosed, or maintained under this Agreement, including any personally identifying information, in accordance with the requirements of the Family Educational Rights to Privacy Act (FERPA), as well as any other applicable federal or state privacy laws.
5. Each Party reserves the right to control the use of its name, logo, trademarks, and any other identifying marks ("Marks") in every respect, including the Marks (if any) appearing in Exhibit A. Each Party agrees to obtain prior express written permission from the other before such usage, except as otherwise permitted under this Agreement. In the event of termination or expiration of this Agreement, each Party shall remove the other Party's information from its website and cease use of the other Party's Marks.
6. Neither Party will discriminate against any individual based on race, religion, creed, color, gender, sexual orientation, age, disability, veteran status, national origin, or other protected status or characteristic.

F. Miscellaneous

1. Term and Termination. This Agreement will remain in effect for a period of two (2) years or until terminated by either Party by providing thirty (30) days prior written notice to the other Party. In the event the Agreement is terminated, WGU agrees that each Learner then receiving an educational benefit under this Agreement will receive the full value of that benefit towards studies at WGU as long as such Learner remains in good academic standing.
2. Licensing Jurisdiction. WGU programs leading to professional licenses will continue to meet the applicable requirements of the licensing authorities in the State of Utah. To the extent applicable, WGU's certification officers will work with WGU students enrolled in these programs under this Agreement to obtain a license outside the State of Utah.
3. This Agreement will be governed by the laws of the State of Utah, without regard to its conflict of laws rules.

4. No Relationship. Making Waves Academy and WGU are independent contractors and nothing in this Agreement shall be construed to create an agency, employer/employee, partnership, joint venture, or any other relationship between the Parties.
5. Entire Agreement. This Agreement supersedes any prior agreements, whether oral or written, between the Parties relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment signed by both Parties.

WGU

Tully A. Lale, MBA
Director, School District Partnerships
Email: tully.lale@wgu.edu

Making Waves Academy

Alton B. Nelson Jr.
CEO, Making Waves Academy
Email: anelson@mwacademy.org

Contact information – WGU

Name: Constance Dodds, MAEd
Title: Senior Partnership Executive
Email: constance.dodds@wgu.edu

Contact Information - Making Waves Academy

Name: Meuy Saechao
Title: People Operations Systems and
Compliance Administrator
Email: peopleoperations@mwacademy.org

Exhibit A (Logos)



WGU “Marketing” Logo



Making Waves Academy District Logo

4906-9933-8064, v. 1

Coversheet

2025-26 Budget Alternative Form Correction

Section: IV. Action Items
Item: E. 2025-26 Budget Alternative Form Correction
Purpose: Vote
Submitted by: Lawrence Lee
Related Material:
Tab 01 & 03 - Original Board Cert & Alternative Form_FY26_Revised_08.04.25-Signed.pdf

BACKGROUND:

Following the completion of the budget cycle our Controller discovered a discrepancy in our Fund Balance. The discrepancy is considered a material difference in the fund balance and therefore a new form has to be submitted.

RECOMMENDATION:

We recommend the board formally acknowledge and approve the revision retroactively.

**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 with the County Superintendent pursuant to *Education Code* Section 47604.33.
Signed: Elizabeth Martinez Date: 2025-08-05
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:
Daniela Parasidis
Name
Deputy Superintendent
Title
925-942-3418
Phone
dparasidis@cccoc.k12.us
E-mail

For Charter School:
Elizabeth Martinez
Name
Chief Operating Officer
Title
510-262-1511
Phone
emartinez@mwacademy.org
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:

☒ **Accrual Basis** (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)

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

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
A. REVENUES					
1. LCFF Sources					
State Aid - Current Year	8011	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		Total
			Unrest.	Rest.	
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		Total
			Unrest.	Rest.	
D. OTHER FINANCING SOURCES / USES					
1. Other Sources	8930-8979				0
2. Less: Other Uses	7630-7699				0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999				0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		459,615	50,000	0	50,000
F. FUND BALANCE, RESERVES					
1. Beginning Fund Balance					
a. As of July 1	9791	9,756,301	10,215,916	0	10,215,916
b. Adjustments to Beginning Balance	9793, 9795	0	0	0	0
c. Adjusted Beginning Balance		9,756,301	10,215,916	0	10,215,916
2. Ending Fund Balance, June 30 (E + F.1.c.)		10,215,916	10,265,916	0	10,265,916
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	10,215,916	10,265,916	0	10,265,916

**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:

- ☒ **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			Totals for 2026-27	Totals for 2027-28
		Unrestricted	Restricted	Total		
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			Totals for 2026-27	Totals for 2027-28
		Unrestricted	Restricted	Total		
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			Totals for 2026-27	Totals for 2027-28
		Unrestricted	Restricted	Total		
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	10,215,916	0	10,215,916	10,265,916	10,315,916
b. Adjustments to Beginning Balance	9793, 9795	0	0	0		
c. Adjusted Beginning Balance		10,215,916	0	10,215,916	10,265,916	10,315,916
2. Ending Fund Balance, June 30 (E + F.1.c.)		10,265,916	0	10,265,916	10,315,916	10,365,916
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	10,265,916	0	10,265,916	10,315,916	10,365,916

CERTIFICATE *of* SIGNATURE

REF. NUMBER

KNNF8-VSURE-QHCAA-ZXWJK

DOCUMENT COMPLETED BY ALL PARTIES ON

05 AUG 2025 18:37:24 UTC

SIGNER

ELIZABETH MARTINEZ

EMAIL

EMARTINEZ@MWACADEMY.ORG

TIMESTAMP

SENT

05 AUG 2025 06:47:01 UTC

VIEWED

05 AUG 2025 18:37:16 UTC

SIGNED

05 AUG 2025 18:37:24 UTC

SIGNATURE



IP ADDRESS

50.201.141.106

LOCATION

SAN PABLO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED

05 AUG 2025 18:37:16 UTC



Coversheet

San Millan Sped

Section:	IV. Action Items
Item:	F. San Millan Sped
Purpose:	Vote
Submitted by:	
Related Material:	25_26 Making Waves Master Contract w_ San Milan.pdf

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

**Master Contract
2025-2026**

Master Contract

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Making Waves

Contract Year 2025-2026

Nonpublic School _____

Nonpublic Agency X

Type of Contract:

☒ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA.

Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2025-2026

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Making Waves

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Adriana San Millan School Psychology and Special Education Services, LLC.

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2025, between

Making Waves hereinafter referred to as the local educational agency ("LEA"), a member of El Dorado

SELPA, and Adriana San Millan School Psychology and Special Education Services, LLC (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 AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA") and a Nonpublic Services student Enrollment form as specified in the LEA Procedures. Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. A current

copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract 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. Total student enrollment shall be limited to capacity as stated 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 or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE 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 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. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2026.

In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of 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. The new Master Contract shall be signed by the contractor within the ninety day period. (California Education Code section 56366(c)(1) and (2)).

6. INDIVIDUAL SERVICES AGREEMENT

This contract 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.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the

LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

- 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(r).

- f. “Parent” means a biological or adoptive parent, unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, 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, a surrogate parent, a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Agreement” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior

intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. Positive attendance is required.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student's record. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking

such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I

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

\$2,000,000	per occurrence
\$100,000	fire damage
\$5,000	medical expenses
\$1,000,000	personal & adv. Injury
\$2,000,000	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. Business Auto Liability Insurance for all owned scheduled, 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.

C. **Workers' Compensation and Employers Liability Insurance** in a form and amount covering CONTRACTOR's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - \$1,000,000/\$1,000,000/\$1,000,000 Employers Liability

D. **Errors & Omissions (E & O)/Malpractice (Professional Liability)** coverage, with the following limits:

\$1,000,000 per occurrence

\$1,000,000 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, the CONTRACTOR's insurance coverage shall be primary insurance as respects 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 may 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.

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 the negligent 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).

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, 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 without limitation 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 may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e. before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

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.

No Poaching. For the term of this Agreement and for the period of twelve (12) months thereafter, without the prior written consent of the other party, neither party shall either directly or indirectly solicit or entice away (or seek or attempt to entice away) from the employment of the other party any person employed (or any person who has been so employed in the preceding twelve (12) months) by such other party in the provision or receipt of the Services.

20. NON-DISCRIMINATION

CONTRACTOR shall not unlawfully discriminate on the basis of gender, nationality, race or ethnicity, religion, age, sexual orientation, gender identity, gender expression, or disability or any other classification protected by federal or state law, in employment or operation of its programs.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA and CONTRACTOR agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq., and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements, including, but not limited to, Section Education Codes 60851.5 and Section 60851.6 related to the suspension of the California High School Exit Exam (CAHSEE).

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained Behavior Intervention Manager or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code. prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three (3) and five (5) years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed (N/A) days, plus up to (N/A) extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR.

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 all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. 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.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASP"), Desired Results Developmental Profile ("DRDP"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, and the California English Language Development Test ("CELDT"), 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 upon mutual agreement District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings.

30. POSITIVE BEHAVIOR INTERVENTIONS

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

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and instead may only be used to control behavior that is unpredictable and spontaneous. For an emergency intervention to be used, the behavior must pose a clear and present danger of serious physical harm to the individual with exceptional needs, or others. Before emergency interventions may be applied, the behavior must be of the kind that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. Emergency intervention shall not be employed longer than necessary 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 does not BIP or Positive Behavior Intervention Plan ("PBIP"), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

(1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility

otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

(Added by Stats. 2013, Ch. 48, Sec. 43. Effective July 1, 2013.)

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.

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

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and will be billed at the agreed contract rate.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to THE APPROVED SYSTEM. The NPS and/or

NPA shall maintain confidentiality of all IEP data on THE APPROVED SYSTEM and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of THE APPROVED SYSTEM for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. 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.

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 three (3) 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).

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 assessment of the student one week 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.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this

provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC"). CONTRACTOR shall assist LEA to verify and clear potential dropouts three

(3) times per year, as required by the 2001 Elementary and Secondary Education Act (No Child Left Behind; NCLB), as documentation of graduation rate is one of the indicators of Adequate Yearly Progress ("AYP").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. CONTRACTOR shall be responsible for purchase and provision of the supplies and assessment tools necessary to implement the provision of services on LEA public school campuses.

For services provided on a public school campus, sign in/out procedures shall be followed along with all procedures for being on campus consistent with school and LEA policy. It is understood that the public school credentialed classroom teacher is responsible for the educational program

and all nonpublic agency service providers shall work collaboratively with the classroom teacher, who shall remain in charge of the instructional program.

It is understood, that all employees, subcontractors and volunteers of any certified nonpublic school or agency shall adhere to customary professional standards when providing services. All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract.

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.

42. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9, Health and Safety Code section 1501.1(b), AB 1858, AB490 (Chapter 862, Statutes of 2003) and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as "NPS/RTC"), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20

U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20

U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., title 5, section 3001 et seq., Cal. Code Regs., title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified 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.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

43. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

44. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student's instructional program and shall be invited to participate in the formal review of each student's progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, LEA shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows:

(1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

45. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that

none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

46. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 et seq. and 45350 et seq. Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

47. 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 notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of special education and/or related services to students as specified in the LEA Procedures. 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.

48. ABSENCES

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. When the provider is sent to the LEA and the student is not there, declines service, the nonpublic agency will bill .1 of an hour to document the service was offered to protect the school and follow the Individual Education Plan.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. Reports regarding student progress shall be consistent with the provision of this Master Contract.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provides to CONTRACTOR:

(a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. 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.

54. 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 11165.7, AB 1432, 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.

55. 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.

56. 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

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar week when education or related services were provided. Invoices and related documents shall be properly submitted electronically. At a minimum, each invoice must contain the following information: specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; approved cost of each invoice; total for each service and total for the invoice; date invoice was mailed, 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 thirty (30) days of LEA's receipt of properly submitted 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 fifteen (15) 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.

RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR for the specific service when: (a) CONTRACTOR has failed to perform; (b) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (c) 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.

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 paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

58. PAYMENT FROM OUTSIDE AGENCIES

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

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

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

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a 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. 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, as specified in the LEA Procedures.

NO SHOW OR LATE ARRIVAL POLICY: Unless the student provides timely notice, if the student fails to show for or is late to his/her scheduled appointment, CONTRACTOR will note appointment and arrival time (as applicable) and that the student did not attend or was late.

For virtual sessions, LEA will pay fifty percent (50%) of the virtual sessions rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

For in-person sessions, LEA will pay the full session rate for a student who does not attend or who is late to his/her session provided the student failed to provide timely notice to CONTRACTOR.

If a student does not show or arrives late, CONTRACTOR will submit an invoice for those sessions and provide written proof the student did not show or arrived late, along with including documented attempts to contact the family or student. There must be contact attempts documented in the therapy notes section.

SESSION CANCELLATIONS WITH 24+ HOURS NOTICE: Session cancellations with 24+ hours notice can be made up at a later time at no cost to the LEA. Sessions should be rescheduled within the frequency specified on the IEP. For example, if the student receives a session 1 time per week, then the session should be attempted to be rescheduled within the week.

THERAPY ABSENTEEISM: If the student has a history of habitual absenteeism, the caseworker will notify the assigned Education Specialist. After three (3) consecutive no-shows or excessive absenteeism, the caseworker will notify the Education Specialist to try to schedule an IEP meeting for the IEP team to discuss possible barriers that may be preventing the student from attending therapy. Therapy sessions will continue to take place throughout this process.

60. INSPECTION AND AUDIT

CONTRACTOR shall provide access to LEA to records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state nonpublic school and/or agency certifications. CONTRACTOR shall make available to LEA relevant information to the billing in question submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA (to be specified by LEA) at all reasonable times and without charge. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit.

61. 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 percentage of a 314-minute instructional day.

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.

62. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

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

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025 and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

Adriana San Millan School Psychology and Special Education Services, LLC.

Nonpublic Agency

By: _____
 Signature Date
 Adriana San Millan, Manager

Notices to CONTRACTOR shall be addressed to:

Adriana San Millan, Manager

Adriana San Millan School Psychology and Special Education Services

Address

1115 Teresa Lane

City	State	Zip
Morgan Hill	CA	95037

Phone	Fax
408-706-4860	

Email

adriana@sanmillansped.com

CONTRACTOR

Making Waves

LEA

By: Alton Nelson 2025-08-04
 Signature Date

Notices to LEA shall be addressed to:

Tyler Levine-Hall

Making Waves

Address

4123 Lakeside Drive

City	State	Zip
Richmond CA		94806

Phone	Fax
510 439 6646	

Email

tlevine-hall@mwacademy.org

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

Name and Title

Tyler Levine-Hall Director of Special Education

Address

City	State	Zip
------	-------	-----

Phone	Fax
-------	-----

Email

tlevine-hall@mwacademy.org

EXHIBIT A: 2025-2026 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR**

The CONTRACTOR: **Adriana San Millan School Psychology and Special Education Services**

The CONTRACTOR CDS NUMBER: 1A-43-144

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: N/A

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract, as negotiated by the SDCOE on behalf of the LEAs, shall be as follows:

a. General Program Tuition Rate

1) 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: N/A

2) Related Services

Direct in-person service is a minimum of 4 hours. Charges will also apply if providers arrive and the student is absent. Virtual services should be allocated for a minimum of 30 minute increments and will be billed 15 minutes for no shows to cover documentation.

Making Waves

EVALUATIONS	RATE	PERIOD
Academic Assessment (WIAT IV/WJ IV)	\$995	per student
Academic Assessment in Spanish	\$1,250	per student
Assistive Technology Evaluation	\$2,950	per student
Augmentative or alternative communication Evaluation	\$2,950	per student
Educationally Related Mental Health Services Assessment (ERMHS)	\$2,500	per student
Behavior Intervention Plan	\$2,600	per student
Functional Behavior Assessment	\$2,600	per student
Lethality Assessment	\$2,400	per student
Language Survey	\$1,995	per student
Manifestation Determination	\$2,195	per student
Occupational Therapy Evaluation	\$2,495	per student
Vision and Hearing Screening	\$150	per student
Bilingual Psycho-educational Assessment	\$2,895	per student
Psycho-educational Assessment	\$2,595	per student
Psycho-educational Assessment with Social Emotional rating scales	\$2,895	per student
Bilingual Psycho-educational Assessment with Social Emotional rating scales	\$3,195	per student
Psycho-educational testing only, no report	\$1,895	per student
Bilingual Psycho-educational testing only, no report	\$1,995	per student
Review of Records for Triennial Evaluation	\$1,595	per student
Special Circumstance Instructional Assistant Evaluation	\$3,995	per student
Speech and Language Evaluation	\$2,495	per student
Bilingual Speech and Language Evaluation	\$2,795	per student
Transition Assessment	\$2,500	per student

MEETING PARTICIPATION	RATE	PERIOD
School Psychologist IEP Attendance via Video Conference / Phone	\$395	per attendance
RELATED SERVICES/CONSULTATION	RATE	PERIOD
IEP and SAI services	\$169	per hour
Translation of Documents: Spanish	\$27	per page

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 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 EDUCATION PROGRAM:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ **=PROJECTED BASIC EDUCATION COSTS (A)** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415)							
a. Individual							
b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							

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				
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Professional Development							

ESTIMATED MAXIMUM RELATED SERVICES COST (C) \$ _____

D. SPECIALIZED EQUIPMENT/SUPPLIES _____ \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION/RELATED SERVICES COSTS/

SPECIALIZED EQUIPMENT/SUPPLIES (A, C, & D) or (B, C, & D)

\$ _____

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-

-DISTRICT-

(Name of Nonpublic School/Agency)

(Name of School District)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

CERTIFICATE *of* SIGNATURE

REF. NUMBER

XXPSG-USBKT-LHRSQ-S3ER4

DOCUMENT COMPLETED BY ALL PARTIES ON

04 AUG 2025 15:31:05 UTC

SIGNER

ALTON NELSON

EMAIL

ANELSON@MWACADEMY.ORG

TIMESTAMP

SENT

31 JUL 2025 13:01:48 UTC

VIEWED

03 AUG 2025 14:00:54 UTC

SIGNED

04 AUG 2025 15:31:05 UTC

SIGNATURE



IP ADDRESS

50.201.141.106

LOCATION

SAN PABLO, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED

03 AUG 2025 14:00:54 UTC



Signed with PandaDoc

PAGE 1 OF 1



Coversheet

New IEE policy

Section:	IV. Action Items
Item:	G. New IEE policy
Purpose:	Vote
Submitted by:	
Related Material:	MWA IEE Policy.pdf



Making Waves Academy Policy on Independent Educational Evaluations (IEE)

Effective Date: [Insert Date]

Policy Statement:

Making Waves Academy (MWA) recognizes a parent's right to request an Independent Educational Evaluation (IEE) when they disagree with the Academy's evaluation for special education services for their child with a disability. An IEE is an evaluation conducted by a qualified examiner not employed by Making Waves Academy. If MWA grants a parent's request for an IEE, MWA will either pay the full cost of the evaluation or ensure it is provided at no cost to the parent, in accordance with federal regulations (34 Code of Federal Regulations (CFR) 300.502). This policy outlines the procedures, qualifications, and cost considerations for IEEs at Making Waves Academy.

I. Definitions

- **Independent Educational Evaluation (IEE):** An evaluation conducted by a qualified examiner who is not employed by Making Waves Academy.
- **Public Expense:** Making Waves Academy pays for the full cost of the evaluation or ensures that the evaluation is provided at no cost to the parent.
- **Parent:**
 - A child's biological or adoptive parent.
 - A child's foster parent, if the authority of the biological or adoptive parents to make educational decisions has been limited by court order (34 CFR 300.30(b)(1) or (2)).
 - A guardian generally authorized to act as the child's parent, or authorized to make educational decisions for the child.
 - 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 legally responsible for the child's welfare.
 - A surrogate parent who has been appointed (Government Code 7579.5 or 7579.6; 34 CFR 300.519; United States Code 20 1439(a)(5)).

II. When a Parent May Request an IEE

- A parent has the right to obtain an IEE for their child at their own expense at any time. (34 CFR 300.502(a)(1)).
- A parent of a student with a disability, or with an Individualized Education Program (IEP), has the right to obtain an IEE at public expense when they disagree with an assessment obtained by MWA within the last two years. (34 CFR 300.502(b)(1) and (d)(2)(A), California Education Code (CA. Ed. Code) 56329(b), and Office of Administrative Hearings (OAH) Case No. 2012051153).
- A parent may request one IEE in response to each area of evaluation completed by MWA within the last two years.

III. Guidelines for Determining Reasonable Maximum Costs

The cost determination for an IEE shall be comparable to the costs MWA incurs when it uses its own employees or contractors to complete a similar assessment. Such costs shall include:

- Observations.
- Administration and scoring of assessments.
- Report writing.
- Attendance in person, or by phone, at the IEP meeting when the IEE is presented.

MWA will establish and regularly review reasonable maximum cost guidelines for IEEs based on prevailing costs in the Richmond/Bay Area region for similar assessments.

Reasonable Maximum Cost Guidelines (Bay Area - for reference based on provided document):

Assistive Technology	\$1,500
Auditory Perception/Auditory PProcessing	\$1,000
Functional Behavioral Assessment	\$5,000
Cognitive/Full Psycho-Educational	\$6,000 (Rate allowed depends on components tested, such as academic, adaptive behavior, cognition, social-emotional)
Occupational Therapy	\$1,500
Physical Therapy	\$2,000
Speech and Language	\$1,500
Functional Vision	\$1,000

If a parent requests an evaluator who exceeds the established cost criteria, MWA will provide the parent with an opportunity to demonstrate unique circumstances of the student that justify the selection of an evaluator with higher fees. MWA will then consider whether to fund the entire cost of the IEE and respond without unreasonable delay. If unique circumstances do not exist, MWA must file for a due process hearing to demonstrate that the evaluation obtained by the parent did not meet MWA's criteria for IEEs, or pay the entire cost of the IEE.

IV. Guidelines for Determining Qualifications of Independent Evaluators

The qualifications required for an IEE policy shall be comparable to the requirements MWA has for its own employees or contractors to complete a similar assessment.

- All assessments shall be completed by persons competent to perform the assessments, as determined by MWA (CA Ed. Code 56322).
- Independent evaluators shall hold appropriate minimum credentials issued by the appropriate agency or board within the State of California.

A parent shall have the opportunity to demonstrate that unique circumstances justify a waiver of any of the provider criteria listed in MWA's IEE policy. MWA may provide a list of suggested IEE evaluators who meet the MWA criteria, but the parent is not required to select from this list.

Minimum Qualifications (by Type of Assessment):

Academic Achievement	Credentialed Special Education Teacher, Licensed Educational Psychologist, Pupil Personnel Services Credential
Adaptive Behavior	Licensed Educational Psychologist, Pupil Personnel Services Credential
Adaptive Physical Education	Adaptive Physical Education Specialist
Assistive Technology	Certified Assistive Technology Specialist
Auditory Acuity	Licensed Educational Audiologist, Clinical or Rehabilitative Services Credential, Language, Speech and Hearing and Audiology Credential
Auditory Perception/Auditory Processing	Language, Speech and Hearing and Audiology: Clinical or Rehabilitative Services Credential: Education Specialist Instruction Credential: Deaf and Hard-of-Hearing; Licensed Educational Psychologist; Pupil

	Personnel Services Credential
Functional Behavioral Assessment	Credentialed Special Education Teacher, Pupil Personnel Services Credential, Licensed Marriage and Family Therapist, Licensed Clinical Social Worker, Licensed Educational Psychologist, Board Certified Behavior Analyst
Cognitive	Licensed Educational Psychologist, Pupil Personnel Services Credential
Health	Licensed Physician, Registered Nurse, School Nurse Services Credential
Motor	Licensed Physical Therapist, Registered Occupational Therapist, Adaptive Physical Education Specialist
Occupational Therapy	Licensed Occupational Therapist
Orientation and Mobility	Clinical or Rehabilitative Services Credential, Education Specialist Instruction Credential: Physical and Health Impairment
Physical Therapy	Licensed Physical Therapist
Social/Emotional	Licensed Educational Psychologist, Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, Pupil Personnel Credential
Speech and Language	Credentialed or Licensed Speech and Language Pathologist
Visual Acuity/Transition/Vocational	Credentialed Special Education Teacher, Adult Education Credential with a Career Development Authorization, Pupil Personnel Services Credential
Developmental Vision	Licensed Optometrist, Licensed Ophthalmologist, Education Specialist Instruction Credential: Visual Impairments
Functional Vision	Education Specialist Instruction Credential: Visual Impairments

V. Location of Evaluator

It is recommended to locate an evaluator within Contra Costa County or neighboring counties. Evaluators outside of this area should be accepted only on an exceptional basis if either party can demonstrate a unique need for a specialized evaluation and that no qualified evaluators within the specified area can appropriately assess the child's educational needs. An evaluator shall administer the IEE in the same type of educational setting that is used by MWA in providing similar evaluations, including, but not limited to, classroom observations (CA Ed. Code 56329(c)).

VI. Responding to an IEE Request

Once a parent requests an IEE at public expense, MWA must provide the parent with a copy of the Procedural Safeguards, a Prior Written Notice (PWN) accepting or denying the request, and either:

- Provide the parent with the Guidelines for Independent Educational Evaluations for Parents packet and this local IEE policy, which provides information about where an IEE may be obtained, the agency criteria applicable for IEEs, and expense information (34 CFR 300.502(a)(2)).
- OR Initiate a due process hearing to demonstrate that MWA's evaluation is appropriate.

MWA may request that the parent explain why they object to MWA's evaluation or specific areas of the evaluation. However, MWA may not require the parent to provide an explanation and may not unreasonably delay providing the IEE at public expense.

VII. IEE Request with No Policy in Place

If MWA receives an IEE request and has no policy in place, MWA does not have the authority to limit the qualifications or the cost of the evaluation. If MWA chooses not to grant the assessment for any reason, MWA must initiate a due process hearing to show that its evaluation is appropriate.

VIII. Timelines for Conducting an IEE

Making Waves Academy may not impose conditions or timelines related to obtaining an IEE at public expense (34 CFR 300.502(e)(2)).

IX. Conflict of Interest

Making Waves Academy will ensure there is no conflict of interest between the evaluator and the service provider, or the evaluator and the family. It is not recommended that MWA contract with the IEE evaluator or the agency that employs the evaluator to provide services after the IEE is completed, as this practice negates the neutrality of the assessment.

X. Independent Educational Evaluation Service Agreement

Making Waves Academy recommends completing an IEE service agreement with the independent evaluator to ensure clarification regarding the terms of the agreement.

XI. Steps in Response to an IEE Request

The following steps outline the IEE process:

1. The parent requests an IEE. This may occur during an IEP meeting, through written communication (including email), in person, or via a phone call.
2. Making Waves Academy will either:
 - Agree to the IEE and proceed with the following steps.
 - OR Refuse the IEE with a Prior Written Notice (PWN) form. MWA will then initiate due process to show its assessment is adequate, within 15 days or without unreasonable delay. If MWA prevails, there will be no IEE. If the parent prevails, MWA must conduct an IEE.
3. When the IEE is granted, within 15 days or without unreasonable delay, MWA will provide the parent with:
 - A cover letter.
 - A Prior Written Notice (PWN).
 - Guidelines for Independent Educational Evaluations for Parents packet.
 - A list of qualified evaluators.
 - A copy of the Procedural Safeguards.
 - A copy of the MWA Board Approved IEE Policy.
4. Once MWA has received the signed Exchange of Information form, a MWA representative will contact the chosen evaluator to discuss availability, location of the IEE assessment, mandatory attendance at the IEP to discuss completed assessments and report, release of the report and protocols to MWA, and total fee for the assessment.
5. Once the Independent Educational Evaluation Service Agreement is completed, and the Exchange of Information has been signed and returned to MWA, the assessment may begin.
6. During the assessment, a MWA representative should maintain contact with the evaluator, ensuring the assessment is completed without unreasonable delay. While MWA cannot control the timeline for completion, the best practice recommendation is that the assessment be completed within 60 days.
7. Once the assessment is complete, the evaluator shall provide a draft report to both MWA and the parent prior to the IEP meeting. The evaluator shall not meet privately with MWA or the parent to discuss the report before the IEP team meeting is held. MWA will work with the evaluator and parent to schedule an IEP meeting to consider the IEE report.

XII. Payment of an IEE Request

1. **IEE Obtained at Public Expense:** MWA will issue payment to the independent evaluator for the cost of conducting the IEE after MWA's receipt of the following:

- A written IEE assessment report prepared by the independent evaluator containing all necessary assessment and eligibility sections. The report shall be received by MWA and the parent five days prior to the IEP meeting.
- The original assessment protocols utilized to conduct the IEE shall be provided to MWA.

Coversheet

FY25 Unaudited Actuals Report

Section:	V. Consent Action Items
Item:	A. FY25 Unaudited Actuals Report
Purpose:	FYI
Submitted by:	
Related Material:	2024-25 Unaudited Actuals-Making Waves Academy School.pdf 2024-25 Unaudited Actuals-Central Office.pdf

Making Waves Academy
Contra Costa County Office of Education
Contra Costa County

2024-25 Unaudited Actuals
Charter School Alternative Form
Certification

07 10074 0114470
Form ALT
E8AHMBTX3B(2024-25)

CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2024 to June 30, 2025

CHARTER SCHOOL CERTIFICATION

Charter School Name: Making Waves Academy
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County Office of Education
County: 0868
Charter #: 2024-25

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

For information regarding this report, please contact:

<u>For County Fiscal Contact:</u>	<u>For Approving Entity:</u>	<u>For Charter School:</u>
Daniela Parasidis	Daniela Parasidis	Alton B. Nelson, Jr.
Name	Name	Name
Deputy Superintendent	Deputy Superintendent	Chief Executive Officer
Title	Title	Title
925-942-3418	925-942-3418	510-262-1511
Telephone	Telephone	Telephone
dparasidis@cccocoe.k12.us	dparasidis@cccocoe.k12.us	anelson@mwacademy.org
Email address	Email address	Email address

To the entity that approved the charter school:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 42100(b).

Signed: _____ Date: 09/08/2025
Charter School Official
(Original signature required)
Printed Name: Alton B. Nelson, Jr. Title: Chief Executive Officer

To the County Superintendent of Schools:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to Education Code Section 42100(a).

Signed: _____ Date: _____
Authorized Representative of
Charter Approving Entity
(Original signature required)
Printed Name: _____ Title: _____

To the Superintendent of Public Instruction:

2024-25 CHARTER SCHOOL UNAUDITED ACTUALS FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been verified for mathematical accuracy by the County Superintendent of Schools pursuant to Education Code Section 42100(a).

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

**CHARTER SCHOOL UNAUDITED ACTUALS
FINANCIAL REPORT -- ALTERNATIVE FORM
July 1, 2024 to June 30, 2025**

Charter School Name: Making Waves Academy

CDS #: 07-10074-0114470

Charter Approving Entity: Contra Costa County Office of Education

County: 0868

Charter #: 2024-25

This charter school uses the following basis of accounting:

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

☒ **Accrual Basis** (Applicable Capital Assets/Interest on Long-Term Debt/Long-Term Liabilities/Net Assets objects are 6900, 7438, 9400-9499, 9660-9669, 9796, and 9797)☐ **Modified Accrual Basis** (Applicable Capital Outlay/Debt Service/Fund Balance objects are 6100-6170, 6200-6500, 7438, 7439, and 9711-9789)

Description	Object Code	Unrestricted	Restricted	Total
A. REVENUES				
1. LCFF Sources				
State Aid - Current Year	8011	7,102,658.00		7,102,658.00
Education Protection Account State Aid - Current Year	8012	3,566,484.00		3,566,484.00
State Aid - Prior Years	8019			0.00
Transfers to Charter Schools in Lieu of Property Taxes	8096	3,991,278.00		3,991,278.00
Other LCFF Transfers	8091, 8097			0.00
Total, LCFF Sources		14,660,420.00	0.00	14,660,420.00
2. Federal Revenues (see NOTE in Section L)				
No Child Left Behind/Every Student Succeeds Act	8290		498,267.00	498,267.00
Special Education - Federal	8181, 8182		179,530.00	179,530.00
Child Nutrition - Federal	8220		240,532.00	240,532.00
Donated Food Commodities	8221		0.00	0.00
Other Federal Revenues	8110, 8260-8299		64,320.00	64,320.00
Total, Federal Revenues		0.00	982,649.00	982,649.00
3. Other State Revenues				
Special Education - State	StateRevSE		935,349.00	935,349.00
All Other State Revenues	StateRevAO	294,449.00	2,988,094.00	3,282,543.00
Total, Other State Revenues		294,449.00	3,923,443.00	4,217,892.00
4. Other Local Revenues				
All Other Local Revenues	LocalRevAO	5,771,654.00	347,393.00	6,119,047.00
Total, Local Revenues		5,771,654.00	347,393.00	6,119,047.00
5. TOTAL REVENUES		20,726,523.00	5,253,485.00	25,980,008.00
B. EXPENDITURES (see NOTE in Section L)				
1. Certificated Salaries				
Certificated Teachers' Salaries	1100	3,148,975.00	1,339,259.00	4,488,234.00
Certificated Pupil Support Salaries	1200	593,784.00	169,526.00	763,310.00
Certificated Supervisors' and Administrators' Salaries	1300	885,666.00	381,346.00	1,267,012.00
Other Certificated Salaries	1900	37,622.00	38,048.00	75,670.00
Total, Certificated Salaries		4,666,047.00	1,928,179.00	6,594,226.00
2. Noncertificated Salaries				
Non-certificated Instructional Aides' Salaries	2100	258,851.00	336,538.00	595,389.00
Non-certificated Support Salaries	2200	941,027.00	76,963.00	1,017,990.00
Non-certificated Supervisors' and Administrators' Sal.	2300	46,338.00	317,391.00	363,729.00
Clerical and Office Salaries	2400	700,507.00		700,507.00
Other Non-certificated Salaries	2900	265,182.00		265,182.00
Total, Noncertificated Salaries		2,211,905.00	730,892.00	2,942,797.00
3. Employee Benefits				
STRS	3101-3102	995,393.00	146,756.00	1,142,149.00
PERS	3201-3202			0.00
OASDI / Medicare / Alternative	3301-3302	380,741.00		380,741.00
Health and Welfare Benefits	3401-3402	1,412,736.00	146,756.00	1,559,492.00
Unemployment Insurance	3501-3502	17,802.00		17,802.00

Workers' Compensation Insurance	3601-3602	148,570.00		148,570.00
OPEB, Allocated	3701-3702			0.00
OPEB, Active Employees	3751-3752			0.00
Other Employee Benefits	3901-3902	1,476,705.00	18,735.00	1,495,440.00
Total, Employee Benefits		4,431,947.00	312,247.00	4,744,194.00
4. Books and Supplies				
Approved Textbooks and Core Curricula Materials	4100	194,301.00	-	194,301.00
Books and Other Reference Materials	4200	2,357.00	-	2,357.00
Materials and Supplies	4300	274,802.00	109,495.00	384,297.00
Noncapitalized Equipment	4400	239,935.00	14,829.00	254,764.00
Food	4700	71.00	308,934.00	309,005.00
Total, Books and Supplies		711,466.00	433,258.00	1,144,724.00
5. Services and Other Operating Expenditures				
Subagreements for Services	5100			0.00
Travel and Conferences	5200	82,592.00	47,988.00	130,580.00
Dues and Memberships	5300	7,435.00		7,435.00
Insurance	5400	504,754.00		504,754.00
Operations and Housekeeping Services	5500	1,364,733.00		1,364,733.00
Rentals, Leases, Repairs, and Noncap. Improvements	5600	727,461.00	1,395,400.00	2,122,861.00
Transfers of Direct Costs	5700-5799			0.00
Professional/Consulting Services and Operating Expend.	5800	5,745,531.00	405,521.00	6,151,052.00
Communications	5900	114,605.00		114,605.00
Total, Services and Other Operating Expenditures		8,547,111.00	1,848,909.00	10,396,020.00
6. Capital Outlay				
(Objects 6100-6170, 6200-6500 for modified accrual basis only)				
Land and Land Improvements	6100-6170			0.00
Buildings and Improvements of Buildings	6200			0.00
Books and Media for New School Libraries or Major				
Expansion of School Libraries	6300			0.00
Equipment	6400			0.00
Equipment Replacement	6500			0.00
Lease Assets	6600			0.00
Depreciation Expense (for accrual basis only)	6900	18,201.00		18,201.00
Amortization Expense - Lease Assets	6910			0.00
Total, Capital Outlay		18,201.00	0.00	18,201.00
7. Other Outgo				
Tuition to Other Schools	7110-7143			0.00
Transfers of Pass-Through Revenues to Other LEAs	7211-7213			0.00
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			0.00
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			0.00
All Other Transfers	7281-7299			0.00
Transfers of Indirect Costs	7300-7399			0.00
Debt Service:				
Interest	7438			0.00
Principal (for modified accrual basis only)	7439			0.00
Total Debt Service		0.00	0.00	0.00
Total, Other Outgo		0.00	0.00	0.00
8. TOTAL EXPENDITURES		20,586,677.00	5,253,485.00	25,840,162.00
Description	Object Code	Unrestricted	Restricted	Total
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		139,846.00	0.00	139,846.00
D. OTHER FINANCING SOURCES / USES				
1. Other Sources	8930-8979			
2. Less: Other Uses	7630-7699			
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			
4. TOTAL OTHER FINANCING SOURCES / USES		0.00	0.00	0.00
E. NET INCREASE (DECREASE) IN FUND BALANCE (C+D4)		139,846.00	0.00	139,846.00
F. FUND BALANCE / NET POSITION				

1. Beginning Fund Balance/Net Position				
a. As of July 1	9791	9,756,301.00		9,756,301.00
b. Adjustments/Restatements	9793, 9795			0.00
c. Adjusted Beginning Fund Balance /Net Position		9,756,301.00	0.00	9,756,301.00
2. Ending Fund Balance /Net Position, June 30 (E+F1c)		9,896,147.00	0.00	9,896,147.00
Components of Ending Fund Balance (Modified Accrual Basis only)				
a. Nonspendable				
1. Revolving Cash (equals Object 9130)	9711			
2. Stores (equals Object 9320)	9712			
3. Prepaid Expenditures (equals Object 9330)	9713			
4. All Others	9719			
b. Restricted	9740			
c. (Committed				
1. Stabilization Arrangements	9750			
2. Other Commitments	9760			
d. Assigned	9780			
e. Unassigned/Unappropriated				
1. Reserve for Economic Uncertainties	9789			
2. Unassigned/Unappropriated Amount	9790M			
3. Components of Ending Net Position (Accrual Basis only)				
1. Net Investment in Capital Assets	9796	0.00		
2. Restricted Net Position	9797			
3. Unrestricted Net Position	9790A	9,896,147.00	0.00	9,896,147.00
Description	Object Code	Unrestricted	Restricted	Total
G. ASSETS				
1. Cash				
In County Treasury	9110			
Fair Value Adjustment to Cash in County Treasury	9111			
In Banks	9120	2,289,562.00	4,056,041.00	6,345,603.00
In Revolving Fund	9130			
With Fiscal Agent/Trustee	9135			
Collections Awaiting Deposit	9140			
2. Investments	9150			
3. Accounts Receivable	9200	9,640,063.00		9,640,063.00
4. Due from Grantor Governments	9290			
5. Stores	9320			
6. Prepaid Expenditures (Expenses)	9330	293,805.00		293,805.00
7. Other Current Assets	9340	286,070.00		286,070.00
8. Lease Receivable	9380			
9. Capital Assets (accrual basis only)	9400-9489			
10. TOTAL ASSETS		12,509,500.00	4,056,041.00	16,565,541.00
H. DEFERRED OUTFLOWS OF RESOURCES				
1. Deferred Outflows of Resources	9490			
2 TOTAL DEFERRED OUTFLOWS		0.00	0.00	0.00
I. LIABILITIES				
1. Accounts Payable	9500	1,451,548.00		1,451,548.00
2. Due to Grantor Governments	9590			0.00
3. Current Loans	9640			0.00
4. Unearned Revenue	9650		4,056,041.00	4,056,041.00
5. Long-Term Liabilities (accrual basis only)	9660-9669	1,161,806.00		1,161,806.00
6. TOTAL LIABILITIES		2,613,354.00	4,056,041.00	6,669,395.00
J. DEFERRED INFLOWS OF RESOURCES				
1. Deferred Inflows of Resources	9690			
2 TOTAL DEFERRED INFLOWS		0.00	0.00	0.00
K. FUND BALANCE /NET POSITION				
Ending Fund Balance /Net Position, June 30 (G9 + H2) - (I6 + J2)				
(must agree with Line F2)		9,896,146.00	0.00	9,896,146.00

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

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

1. Federal Revenue Used for Capital Outlay and Debt Service

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

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

2. Community Services Expenditures

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

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

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

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

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

Results of this calculation will be used for comparison with PY expenditures. Failure to maintain the required 90 percent expenditure level on either an aggregate or per capita expenditure basis will result in reduction to allocations for covered programs in 2024-45

a. Total Expenditures (B8)	25,840,162.00
b. Less Federal Expenditures (Total A2) [Revenues are used as proxy for expenditures because most federal revenues are normally recognized in the period that qualifying expenditures are incurred]	982,649.00
c. Subtotal of State & Local Expenditures [a minus b]	24,857,513.00

Making Waves Academy
 Contra Costa County Office of Education
 Contra Costa County

2024-25 Unaudited Actuals
 Charter School Alternative Form

07 10074 0114470
 Form ALT
 E8AHMBTX3B(2024-25)

d. Less Community Services	0.00
[J2 Total]	
e. Less Capital Outlay & Debt Service	18,201.00
[Total B6 plus objects 7438 and 7439, less L1 Total, less objects 6600 and 6910]	
Less Supplemental State and Local Expenditures resulting	
f. from a Presidentially Declared Disaster	0.00
TOTAL STATE & LOCAL EXPENDITURES SUBJECT TO MOE	\$ 24,839,312.00
[c minus d minus e minus f]	

**Making Waves Academy
Budget FY2025**

**MWA Central Office
Unaudited Actuals**

	A	B	F	H	K	L	M
					Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)	
2	Account #	Account Title	Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)			Notes
3		Income					
32	8981	John Regina Scully (JRS)	2,256,240	2,222,186	34,054	2%	
36	INCO.INC	Central Office (Revenue from Shared Services Allocation)	1,452,400	1,452,400	-	0%	
37		Total Income	3,708,640	3,674,586	34,054	1%	
38							
42							
43		Expenses					
48	1409	Certificated Special Temporary COLA Bonus	143,000	149,500	(6,500)	-4%	
52	2300	Classified Supervisor & Administrator Salaries	1,434,579	1,434,081	498	0%	
53	2400	Classified Clerical and Office Salaries	351,607	331,255	20,352	6%	Extra work stipends for HR coverage
55		Total Salaries	1,929,186	1,914,836	14,350	1%	
56	3101	Certificated STRS	66,405	66,157	248	0%	
57	3301	Certificated Social Security/Medicare	115,835	116,424	(589)	-1%	
58	3401	Certificated Health & Welfare Benefits	306,730	308,093	(1,363)	0%	
59	3501	Certificated Unemployment Insurance	4,621	4,620	1	0%	
60	3601	Certificated Workers Comp Insurance	28,177	24,892	3,285	13%	
61	3701	Certificated Retirement Match	57,662	51,960	5,702	11%	
62	3999	Accrued Paid Time Off	4,230	49,923	(45,693)	-92%	Variance due to employee terminations and employees taking more vacation time during the year
63		Total Benefits	583,660	622,069	(38,409)	-6%	
64		Total Salaries & Benefits	2,512,846	2,536,905	(24,059)	-1%	
65							

**Making Waves Academy
Budget FY2025**

**MWA Central Office
Unaudited Actuals**

	A	B	F	H	K	L	M
			Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)	Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)	
2	Account #	Account Title					Notes
67	4200	Books and Other Reference Materials	-	1,400	(1,400)	-100%	
70	4330	Office Supplies	6,103	7,700	(1,597)	-21%	
71	4390	Other Food	-	-	-		
72	4410	Furniture, Equipment & Supplies (non-capitalized)	-	1,000	(1,000)	-100%	
73	4420	Computers and IT Supplies (non-capitalized)	4,461	10,200	(5,739)	-56%	
76	4990	Contingency	-	4,500	(4,500)	-100%	
77		Total Supplies	10,564	24,800	(14,236)	-57%	
78	5210	Conference Fees	9,146	25,500	(16,354)	-64%	
79	5215	Travel - Mileage, Parking, Tolls	714	3,675	(2,961)	-81%	
80	5220	Travel - Airfare & Lodging	9,277	9,000	277	3%	
81	5225	Travel - Meals & Entertainment	196	3,450	(3,254)	-94%	
82	5305	Professional Dues & Memberships	27,427	30,500	(3,073)	-10%	
88	5605	Equipment Leases and Rentals	4,886	5,000	(114)	-2%	
94	5803	Accounting Fees	42,105	48,390	(6,285)	-13%	
95	5804	Legal Fees	76,929	50,000	26,929	54%	Legal consulting
							Variance from the following:
	5810	Contracted Services	747,590	624,388	123,202	20%	• Contract services for Associate Chief of Staff: \$32K • Educational Resource Consultants - CTEIG application: \$12.5K • Window placement and film installation: \$21K • Talent & Recruitment consultants: \$57.5
98							Less contract services than anticipated
100	5810.002	Student Information & Assessment	50,378	84,700	(34,322)	-41%	
106	5810.008	Information Technology	63,550	79,028	(15,478)	-20%	
110	5820	Recruiting - Students	-	5,000	(5,000)	-100%	
111	5821	Printing and Reproduction	-	2,000	(2,000)	-100%	
113	5850	Staff Recruitment	39,157	51,000	(11,843)	-23%	
114	5851	Continuing Education Support	18,396	3,000	15,396	513%	Increase in staff taking advantage of student loan repayment program
115	5853	Payroll Processing Fees	62,538	64,000	(1,462)	-2%	
117	5898	Use Tax	1,312	-	1,312		
118	5905	Company Cell Phones	953	7,500	(6,547)	-87%	
120	5915	Postage and Delivery	3,694	4,750	(1,056)	-22%	
122	5992	Bank fees	26,982	12,000	14,982	125%	
125		Total Contract Services	1,185,230	1,112,881	72,349	7%	
126							

**Making Waves Academy
Budget FY2025**

**MWA Central Office
Unaudited Actuals**

	A	B	F	H	K	L	M
					Variance FY25 Unaudited Actual vs. FY25 2nd Interim (A-C)	% Variance (A) vs. (C)	
2	Account #	Account Title	Unaudited Actual FY25 (A)	FY2025 2nd Interim Budget (C)			Notes
127		Total Salaries & Benefits	2,512,846	2,536,905	(24,059)	-1%	
128		Total Supplies	10,564	24,800	(14,236)	-57%	
129		Total Contract Services	1,185,230	1,112,881	72,349	7%	
130		Total Expenses	3,708,640	3,674,586	34,054	1%	
131							
132		Net Income	-	-			

Coversheet

Accept Minutes: June Board Meeting

Section:	V. Consent Action Items
Item:	B. Accept Minutes: June Board Meeting
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for June Board Meeting on June 16, 2025

APPROVED



Making Waves Academy

Minutes

June Board Meeting

Date and Time

Monday June 16, 2025 at 11:00 AM

Location

In-person at:

Making Waves Academy
4123 Lakeside Dr.
Richmond, CA 94806

And streaming on zoom:

[https://mwacademy.zoom.us/j/87855022048?](https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09)

[pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09](https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09)

Passcode: 073032

Or One tap mobile :

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

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

Or Telephone:

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

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+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/j/87855022048>

Other remote location:

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

COMING SOON

- HAGA CLIC AQUÍ para acceder a la agenda y portadas en español/[CLICK HERE](#) to access agenda and cover sheets in Spanish:
<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:b0d63deb-2b65-4e64-9482-9d332a156108>
- HAGA CLIC AQUÍ 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 público que desean hablar durante la junta pueden presentar una solicitud para hablar antes de las 9:00 a.m. del día de la reunión de la junta o usar la función de levantar la mano durante las secciones de comentarios públicos de la reunión.**
 - Si desea enviar su solicitud de uso de la palabra antes de la reunión, envíe su solicitud por correo electrónico a 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.*

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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, Felicia Selva, Margaret Watson

Directors Absent

Esther Hugo, Janis Glover

Directors who arrived after the meeting opened

Amy Obinyan

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 Jun 16, 2025 at 11:07 AM.

B. Record Attendance

C.

Remarks by Board President

Focus for the meeting is college/career and curriculum. Acknowledgments included welcoming a Felicia Selva, extending well wishes to Esther Hugo and Janis Glover, recognizing increased community representation as three of our members come from the community, and thanking Jess Laughlin for her eight years of board service. Amy Obinyan arrived at 11:10 AM.

D. Public Comment

No public comment

II. Closed Session

A. Public Employee Discipline/Dismissal/Release

No action taken.

III. Standing Reports

A. Deep Dive/Mission Connection: MWA Graduates

Video included interviews with graduates about the impact of MWA and their plans for the future. Board asked questions about college admissions, college commitments and other pathways chosen by the Class of 2025. CCC team noted that this year, many students who were accepted to CSUs, UCs and private schools chose instead to start at community college because FAFSA EFCs were so high, making 4-year choices unaffordable, even with help from Making Waves Education Foundation.

B. Q&A on Written School Report

Board noted stronger US results, targeted teacher coaching, proactive student emotional supports and sharing of data on parent participation in workshops, and asked questions about strengthened 5th grade onboarding.

C. Q&A on Chief Executive Officer Report (CEO)

The wrong report was uploaded, the corrected report will be shared with board members. Discussion focused on next year's planning, returning ICs as a strength, increased student recognition, and plans for more staff recognition.

D. Q&A on Chief Operating Officer Report (COO)

Discussion on hiring and staffing moving into next year with specific focus on vacancies and how to fill them.

E. Q&A on Written Finance Report

Discussions from the Finance Advisory Committee covered any questions on the information included in the report.

F. Break

IV. Non-Action Items

A. Board Work and Advisory Committee Updates

Board was informed of required Brown Act/ethics trainings, received WASC and Culture & Climate updates, noted need for board leadership on culture efforts.

B. Local Indicators

Questions and conversations largely centered on LCFF Priority 7 and looking forward to seeing the information on the CA Dashboard in the fall.

V. Action Items

A. Local Control Action Plan (LCAP)

Margaret Watson made a motion to approve and adopt the 2025-26 LCAP.

Enrique Romero seconded the motion.

Adopted under the condition that philanthropic funds are noted at the beginning of the report.

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

B. FY26 Budget

Margaret Watson made a motion to approve.

Amy Obinyan seconded the motion.

Finance Advisory Committee recommends approval.

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

C. 2025-26 Consolidated Application and Reporting System (CARS)

Enrique Romero made a motion to approve.

Amy Obinyan seconded the motion.

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

D. Updated Bank Resolution and Fiscal Policy

Margaret Watson made a motion to approve.

Felicia Selva seconded the motion.

Approved with the condition that Hung Mai's name needs to be removed from point 2.

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

E. 2025–26 Bell Schedule and Instructional Minutes

Felicia Selva made a motion to approve.

Margaret Watson seconded the motion.

Questions about the fact that 8 periods are listed. Clarity on why ELB was removed and the addition of Study Hall.

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

F. Emergency Water - SOS Survival Products

Margaret Watson made a motion to approve.

Enrique Romero seconded the motion.

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

G. The Lunch Master Contract

Margaret Watson made a motion to approve.

Felicia Selva seconded the motion.

Ensured that there was a taste testing opportunity for students.

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

H. CEO Employment Agreement

Amy Obinyan made a motion to approve.

Felicia Selva seconded the motion.

Previous contract ending June 30, 2025. A new employment agreement includes the following: A term of one year from July 2025 to June 2026 with mutual options for FY27 and FY28; A work schedule of 260 days annually; A base salary of \$360,000 for the 2025-26 school year; 8 days of paid sick leave; 2 personal days a year; 24 days of paid vacation per year; health insurance premiums and other insurance benefits as granted to other MWA employees (FY25 value as guide: \$38,948); and participation in CALsters subject to eligibility requirements as applicable (2025 value as guide: \$66,175).

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

VI. Consent Action Items

A. PowerSchool SIS and Unified Classroom Behavior Products

Enrique Romero made a motion to approve.

Amy Obinyan seconded the motion.

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

B. TalkSpace Agreement

Enrique Romero made a motion to approve.

Amy Obinyan seconded the motion.

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

C. Cisco Smartnet Annual Renewal Agreement

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

D. BEI Maintenance Contract

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

E. APEX Renewal Agreement

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

F. CharterSafe: Workers' Compensation Insurance Renewal

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

G. Cornerstone

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

H. Seneca: Catalyst Academy

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

I. Seneca Counseling Solutions

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

J. Cross Country Education

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

K. SPG Therapy & Education

Enrique Romero made a motion to approve.

Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

L. RIDS Brothers

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

M. Anchor Counseling Solutions

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

N. 2025-26 Education Protection Account (EPA)

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

O. Vendor Invoices

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

P. Arthur J. Gallagher (AJG) Insurance Package

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

Q. Pacheco's Cleaning Service

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

R. Updated A–G Completion Improvement Grant Budget

Enrique Romero made a motion to approve.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

S. Minutes: May Board Meeting

Enrique Romero made a motion to approve the minutes from May Board Meeting on 05-05-25.

Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

T. Minutes: May Special Board Meeting

Enrique Romero made a motion to approve the minutes from Special Board Meeting on 05-14-25.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

U. Minutes: June Special Board Meeting

Enrique Romero made a motion to approve the minutes from Special Board Meeting on 06-02-25.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

V. Minutes: Finance Advisory Committee

Enrique Romero made a motion to approve the minutes from Finance Advisory Committee Meeting on 06-04-25.
Amy Obinyan seconded the motion.
The board **VOTED** unanimously to approve the motion.

VII. Discussion Items

A. 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**

B. Appreciations by the Board of Directors

Appreciation was shown to board members as well as school faculty and staff, as well as farewell to Dr. Jackson. A large focus of this appreciation was placed on faculty and the CCC team.

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 1:45 PM.

Respectfully Submitted,
Alicia Malet Klein

Coversheet

Accept Minutes: Finance Advisory Committee

Section:	V. Consent Action Items
Item:	C. Accept Minutes: Finance Advisory Committee
Purpose:	Approve Minutes
Submitted by:	
Related Material:	Minutes for Finance Advisory Committee Meeting on September 3, 2025

APPROVED



Making Waves Academy

Minutes

Finance Advisory Committee Meeting

Date and Time

Wednesday September 3, 2025 at 10:00 AM

Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/82344244988?pwd=NXJQc0lvNDhZVjlEaGVaOEZBaDg1QT09>

Passcode: 933369

Or One tap mobile :

US: [+16694449171](tel:+16694449171) ,82344244988#,,,,*933369# or [+16699006833](tel:+16699006833) ,82344244988#,,,,*933369#

Or Telephone:

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

US: [+1 669 444 9171](tel:+16694449171) or [+1 669 900 6833](tel:+16699006833) or [+1 253 215 8782](tel:+12532158782) or [+1 346 248 7799](tel:+13462487799) or [+1 646 931 3860](tel:+16469313860) or [+1 929 436 2866](tel:+19294362866) or [+1 301 715 8592](tel:+13017158592) or [+1 312 626 6799](tel:+13126266799) or [+1 386 347 5053](tel:+13863475053) or [+1 564 217 2000](tel:+15642172000)

Webinar ID: 823 4424 4988

Passcode: 933369

International numbers available: <https://mwacademy.zoom.us/j/82344244988?pwd=NXJQc0lvNDhZVjlEaGVaOEZBaDg1QT09>

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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 público que desean hablar durante la junta pueden presentar una solicitud para hablar antes de**

las 9:00 a.m. del día de la reunión de la junta o usar la función de levantar la mano durante las secciones de comentarios públicos de la reunión.

- **Si desea enviar su solicitud de uso de la palabra antes de la reunión, envíe su solicitud por correo electrónico a 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.**
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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

None

Guests Present

Alton B. Nelson Jr. (remote), Bryann Fitzpatrick (remote), Elizabeth Martinez (remote), Lawrence Lee (remote), Mindy Manzo (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 Sep 3, 2025 at 10:01 AM.

All committee members are in attendance. Sid Landman joined after the meeting was called to order at 10:03.

C. Public Comment

No public comment.

II. Finance

A. Introduction to Fractional CFO - Mindy Manzo

Fractional CFO, Mindy Manzo, introduced herself and shared an overview of her professional experience which includes charter school experience.

B. Finance Department Updates

COO and CFO provided an overview of ongoing finance projects and goals for the year including: Reducing time required to produce timely & accurate financials down to 10 days & Support the annual audit; Delivering high-quality monthly financial results & board materials that give meaningful feedback on company performance; Building a metrics-driven financial model that better aligns financial, operational, and impact metrics; Focusing on mentorship & new adhoc strategic projects that arise from ongoing budget to actual & strategic planning. The committee requests an additional goal: Clarifying what public money supports and what items are supported by JRSF donations.

Total Compensation Follow Up

COO provided high-level takeaways and feedback following the implementation of the Total Compensation approach. The committee asked some clarifying questions but shared an overall appreciation for the outcomes of the project.

C. FY25 FAC Meeting Calendar

No changes to calendar. Dates for the following meetings are:

- November 19, 2025 (Sid noted he will not be able to attend this meeting.)
- March 4, 2026
- April 22, 2026
- June 3, 2026

D.

FY24 Unaudited Actuals

The committee reviewed unaudited school budget actuals and asked clarifying questions about the variance when compared to the original budget.

To improve accuracy, the finance team implemented changes to the budgeting process that will lower the variance between the proposed budget and the unaudited actuals for the current year.

III. Other Business

A. Appreciation

The committee acknowledged the MWA team's performance in light of shifting structures - all critical functions continued and MWA remains well positioned on the finance front.

IV. 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 10:39 AM.

Respectfully Submitted,
Alicia Malet Klein

Coversheet

Prop 28 - Arts & Music Annual Report

Section:	V. Consent Action Items
Item:	D. Prop 28 - Arts & Music Annual Report
Purpose:	Vote
Submitted by:	
Related Material:	prop28annualreport-FY25.pdf

Proposition 28: Arts and Music in Schools Funding **Annual Report** **Fiscal Year 2024–25**

Name:

County-District-School (CDS) Code:

Allocation Year: 2023–24, 2024–25

1. Narrative description of the Proposition 28 arts education programs funded (2500 character limit).

Making Waves Academy utilized Prop 28 funds to hire additional art and music teachers to expand access to these courses to more students. The music program in the upper school (grades 9-12) is new and therefore will require that we purchase new materials to support the curriculum (i.e. instruments, movement props, learning materials, etc). For the art classes, we have new teachers who will also require that we purchase new materials to support the new curriculum they plan to implement.

2. Number of full-time equivalent teachers (certificated) providing arts education programs with Arts and Music in Schools (AMS) funds

3. Number of full-time equivalent personnel (classified) providing arts education programs with AMS funds

4. Number of full-time equivalent teaching aides providing arts education programs with AMS funds

5. Number of students served with AMS funds

6. Number of school sites providing arts education programs with AMS funds

Date of Approval by Governing Board/Body

Annual Report Data URL (direct PDF link to document on local educational agency website)

California Department of Education, January 2025

Coversheet

Vendor Invoices

Section:	V. Consent Action Items
Item:	E. Vendor Invoices
Purpose:	Vote
Submitted by:	
Related Material:	Bill Payment List - Jun-Jul 2025.pdf

Making Waves Academy				
Bill Payment List				
June to July 2025				
Date	Num	Vendor	Amount	Descriptions
7/1/2025		15Five Inc.	\$ 10,062.00	Contracted Services
6/20/2025		AAA Business Supplies & Interiors	\$ 1,261.69	Supplies
7/1/2025	20585	Academic Innovations LLC	\$ 4,347.21	Supplies
7/7/2025		Ameriflex LLC	\$ 294.65	FSA Administrative Fee
6/9/2025		Ameriflex LLC	\$ 307.10	FSA Administrative Fee
7/14/2025		Anchor Counseling & Education Solutions	\$ 18,424.58	SPED Service
6/20/2025		Anchor Counseling & Education Solutions	\$ 38,705.00	SPED Service
7/21/2025	20599	AT&T CALNET	\$ 900.27	Utility
6/16/2025	20575	AT&T CALNET	\$ 777.49	Utility
7/1/2025		Avant Assessment, LLC	\$ 23.80	Contracted Services
7/14/2025		Bay Area Charters	\$ 2,561.25	Transportation for Field Trip and Sport
6/20/2025		Bay Area Charters	\$ 6,792.50	Transportation for Field Trip and Sport
6/9/2025		Bay Area Charters	\$ 30,002.40	Transportation for Field Trip and Sport
7/30/2025	Voided - 20559	Bay Area Conference	\$ (97.44)	Conference Fees
7/1/2025	20586	Bay Area Conference	\$ 432.00	Conference Fees
6/9/2025	20559	Bay Area Conference	\$ 97.44	Conference Fees
7/14/2025		Bay Area International Translation Services LLC	\$ 2,792.00	Translation Services
7/1/2025		Bay Area International Translation Services LLC	\$ 1,445.00	Translation Services
6/20/2025		Bay Area International Translation Services LLC	\$ 1,695.00	Translation Services
6/16/2025		Bay Area International Translation Services LLC	\$ 225.00	Translation Services
6/9/2025		Bay Area International Translation Services LLC	\$ 2,328.00	Translation Services
6/2/2025		Bay Area International Translation Services LLC	\$ 6,494.00	Translation Services
7/14/2025		BEI Construction Inc.	\$ 32,068.33	Contracted Services
7/7/2025		BEI Construction Inc.	\$ 34,922.25	Contracted Services
7/1/2025	20587	Bigbreak, LLC	\$ 7,735.60	Student Food
6/9/2025	20560	Bigbreak, LLC	\$ 31,319.10	Student Food
6/2/2025	20554	Bolt Printing	\$ 1,011.84	Supplies
6/20/2025		California Charter Schools Association	\$ 16,352.00	Membership Dues
7/7/2025		California Choice Benefit Administrators	\$ 132,499.47	Health Insurance

Making Waves Academy				
Bill Payment List				
June to July 2025				
Date	Num	Vendor	Amount	Descriptions
6/9/2025		California Choice Benefit Administrators	\$ 145,647.65	Health Insurance
7/7/2025		CDW Government	\$ 6,180.00	IT Supplies
7/1/2025		CDW Government	\$ 218,892.60	IT Supplies
6/9/2025		CDW Government	\$ 228.17	IT Supplies
6/9/2025		CDW Government	\$ 3,240.00	IT Supplies
6/20/2025		Charter Safe	\$ 39,193.00	Liability and Worker Comp Insurance
7/29/2025		Chase	\$ 37,459.44	Credit Card Payment
6/26/2025		Chase	\$ 29,128.16	Credit Card Payment
7/1/2025		Cintas	\$ 245.24	Custodial Supplies
7/1/2025		Cintas	\$ 485.06	Custodial Supplies
7/1/2025		Cintas	\$ 3,701.41	Custodial Supplies
6/9/2025		CircleUp Education	\$ 3,061.00	Professional Development
7/17/2025		Click & Pledge	\$ 2.50	Contracted Services
7/28/2025		CliftonLarsonAllen LLP	\$ 10,080.00	Legal Fees
7/1/2025		Coda Technology Group	\$ 330.00	Contracted Services
6/20/2025		Coda Technology Group	\$ 6,224.13	Contracted Services
6/9/2025		College Board	\$ 18,294.00	AP Exam and Book Supplies
7/14/2025		Colonial Life	\$ 311.10	Health Insurance
6/16/2025		Colonial Life	\$ 311.10	Health Insurance
6/20/2025		Concur Technologies, Inc.	\$ 423.60	IT Contracted Services
7/14/2025	20594	Contra Costa Co Office of Ed	\$ 146,604.00	Teacher Induction
7/1/2025	20588	Contra Costa Co Office of Ed	\$ 2,000.00	Teacher Induction
7/14/2025		Cordance Operations LLC	\$ 6,358.00	IT Contracted Services
7/7/2025		Cornerstone Educational Solutions	\$ 4,805.48	Contracted Services
6/20/2025		Cornerstone Educational Solutions	\$ 25,487.92	Contracted Services
7/14/2025		Cross Country Education	\$ 465.56	SPED Service
6/9/2025		Cross Country Education	\$ 2,453.07	SPED Service
6/2/2025		Cross Country Education	\$ 242.09	SPED Service
7/14/2025		CTI Group	\$ 24,977.53	IT Contracted Services

Making Waves Academy				
Bill Payment List				
June to July 2025				
Date	Num	Vendor	Amount	Descriptions
7/14/2025		CTI Group	\$ 14,865.64	IT Contracted Services
7/14/2025		Curriculum Associates, LLC	\$ 18,940.00	Supplies
7/28/2025		Demountable Wall Supply, Inc.	\$ 365.13	Contracted Services
6/18/2025	Voided - 20576	Demountable Wall Supply, Inc.	\$ (15,686.41)	Contracted Services
6/16/2025		Demountable Wall Supply, Inc.	\$ 15,686.41	Contracted Services
6/16/2025	20576	Demountable Wall Supply, Inc.	\$ 15,686.41	Contracted Services
7/21/2025	20600	Department of Justice	\$ 85.00	Staff Recruitment
7/1/2025	20589	Department of Justice	\$ 68.00	Staff Recruitment
7/7/2025		Dialink Corporation	\$ 2,232.24	IT Contracted Services
6/9/2025		Dialink Corporation	\$ 2,232.24	IT Contracted Services
7/1/2025		EBMUD	\$ 512.20	Utility
7/1/2025		EBMUD	\$ 289.26	Utility
7/1/2025		EBMUD	\$ 1,142.26	Utility
7/1/2025		EBMUD	\$ 197.82	Utility
7/1/2025		EBMUD	\$ 720.16	Utility
7/1/2025		EBMUD	\$ 1,142.26	Utility
7/1/2025		EBMUD	\$ 413.14	Utility
7/1/2025		EBMUD	\$ 266.40	Utility
7/1/2025		EBMUD	\$ 197.82	Utility
7/1/2025		EBMUD	\$ 626.50	Utility
7/1/2025		EBMUD	\$ 411.18	Utility
7/1/2025		EBMUD	\$ 420.76	Utility
7/1/2025		EBMUD	\$ 1,142.26	Utility
7/1/2025		EBMUD	\$ 441.66	Utility
7/1/2025		EBMUD	\$ 1,624.72	Utility
7/1/2025		EBMUD	\$ 1,142.26	Utility
7/1/2025		EBMUD	\$ 5,440.38	Utility
7/14/2025	20595	Edmentum	\$ 55,853.62	IT Contracted Services
7/14/2025	20596	EdTec Inc	\$ 5,051.75	School Attendance Service

Making Waves Academy				
Bill Payment List				
June to July 2025				
Date	Num	Vendor	Amount	Descriptions
6/9/2025	20561	EdTec Inc	\$ 5,051.75	School Attendance Service
7/1/2025		Enome, Inc.	\$ 7,650.00	IT Contracted Services
7/1/2025		Equitable Talent Strategies	\$ 6,360.00	Contracted Services
7/1/2025		Equitable Talent Strategies	\$ 7,377.50	Contracted Services
6/20/2025		Farooq, Hanifa	\$ 1,200.00	Contracted Services
6/9/2025		Farooq, Hanifa	\$ 3,000.00	Contracted Services
6/2/2025	20555	FedEx	\$ 330.14	Supplies
7/21/2025		Fishtank Learning, Inc.	\$ 1,580.40	Professional Development
7/21/2025		Full Moon Consulting LLC	\$ 4,600.00	Contracted Services
6/16/2025		Full Moon Consulting LLC	\$ 5,775.00	Contracted Services
7/7/2025		Gaggle	\$ 9,687.50	IT Contracted Services
7/28/2025		Global Office Inc	\$ 1,583.45	Copier Lease
7/1/2025		Global Office Inc	\$ 4,059.12	Copier Lease
6/20/2025		Global Office Inc	\$ 5,491.77	Copier Lease
6/2/2025		Global Office Inc	\$ 660.77	Copier Lease
7/28/2025		Hanna Interpreting Services LLC	\$ 584.67	Contracted Services
7/14/2025		Hanna Interpreting Services LLC	\$ 14,227.47	Contracted Services
6/16/2025	20577	Hernandez Party Rentals	\$ 264.00	Contracted Services
6/16/2025		Home Campus	\$ 1,295.00	Contracted Services
7/7/2025		Instructure, Inc.	\$ 18,234.00	Professional Development
7/7/2025		IPO Tech Solutions LLC	\$ 5,920.00	IT Contracted Services
6/20/2025		Jostens	\$ 140.45	Graduation Supplies
6/16/2025		Jostens	\$ 66.29	Graduation Supplies
7/14/2025		Justifacts Credential Verification, Inc	\$ 744.62	Background Check
6/9/2025		Justifacts Credential Verification, Inc	\$ 709.36	Background Check
7/14/2025	20597	Kaul, Neha	\$ 3,000.00	Contracted Services
7/7/2025	20591	Kaul, Neha	\$ 3,000.00	Contracted Services
7/28/2025		Kronos	\$ 10,495.97	Payroll system
7/14/2025		Kronos	\$ 5,239.84	Payroll system

Making Waves Academy				
Bill Payment List				
June to July 2025				
Date	Num	Vendor	Amount	Descriptions
7/14/2025		Law Offices of Young, Minney & Corr, LLP	\$ 7,635.00	Legal Fees
6/16/2025		Law Offices of Young, Minney & Corr, LLP	\$ 8,600.50	Legal Fees
7/28/2025		Layered Education	\$ 50,550.00	Contracted Services
7/1/2025		Layered Education	\$ 23,500.00	Contracted Services
7/1/2025		LBM, Business Services Inc.	\$ 1,500.00	E-Rate
6/9/2025		LBM, Business Services Inc.	\$ 1,636.36	E-Rate
6/16/2025	20578	Lewis Franklin, Michael Jr.	\$ 634.54	Staff Recruitment
7/14/2025		Linde Group	\$ 89,985.00	IT Support
6/20/2025		Linde Group	\$ 32,642.50	IT Support
6/16/2025		Linde Group	\$ 4,613.40	IT Support
7/28/2025		Making Waves Education Foundation	\$ 161,073.00	School Lease
6/16/2025		Making Waves Education Foundation	\$ 161,073.00	School Lease
7/7/2025		Marin Benefits Administrators	\$ 350.00	Contracted Services
6/9/2025		Marin Benefits Administrators	\$ 350.00	Contracted Services
7/1/2025		MCDONALD HOPKINS LLC	\$ 403.00	IT Contracted Services
6/20/2025		MCDONALD HOPKINS LLC	\$ 1,391.00	IT Contracted Services
6/9/2025		MCDONALD HOPKINS LLC	\$ 939.00	IT Contracted Services
6/20/2025	20582	Moore, Ahjia D.	\$ 183.74	Contracted Services
7/1/2025		Nelson Connects	\$ 2,149.33	Staff Recruitment
6/16/2025		Nelson Connects	\$ 1,684.61	Staff Recruitment
6/9/2025		Nelson Connects	\$ 3,441.84	Staff Recruitment
6/2/2025		Nelson Connects	\$ 1,500.00	Staff Recruitment
7/7/2025	20592	NorCal Invitational	\$ 750.00	Contracted Services
6/16/2025	20580	North Coast Section CIF	\$ 44.00	School Supplies
6/16/2025	20579	North Coast Section CIF	\$ 1,018.00	School Supplies
7/14/2025		Northwest 84th Consulting, LLC	\$ 21,390.15	Contracted Services
6/20/2025		Northwest 84th Consulting, LLC	\$ 12,000.00	Contracted Services
6/16/2025		Office Depot	\$ 8,347.19	Office Supplies
6/9/2025		Office Depot	\$ 582.67	Office Supplies

Making Waves Academy				
Bill Payment List				
June to July 2025				
Date	Num	Vendor	Amount	Descriptions
7/14/2025		Open Up Resources	\$ 18,961.82	Professional Development
7/1/2025		Pacheco's Cleaning Service	\$ 53,500.00	Janitorial Services
6/2/2025		Pacheco's Cleaning Service	\$ 53,500.00	Janitorial Services
7/1/2025		PG & E - 0911653377-0	\$ 2,907.75	Utility
6/2/2025		PG & E - 0911653377-0	\$ 3,216.93	Utility
7/1/2025		PG & E - 1229161920-8	\$ 9,284.29	Utility
6/2/2025		PG & E - 1229161920-8	\$ 9,236.22	Utility
7/1/2025		PG & E - 2052957541-5	\$ 2,823.72	Utility
6/2/2025		PG & E - 2052957541-5	\$ 2,839.28	Utility
7/1/2025		PG & E - 2538827590-8	\$ 10,329.67	Utility
6/2/2025		PG & E - 2538827590-8	\$ 10,263.67	Utility
7/1/2025		PG & E - 5344744823-3	\$ 5,855.62	Utility
6/2/2025		PG & E - 5344744823-3	\$ 4,111.59	Utility
7/1/2025		PG & E - 6293019192-9	\$ 6,581.65	Utility
6/2/2025		PG & E - 6293019192-9	\$ 8,239.24	Utility
7/1/2025		PLIC - SBD GRAND ISLAND	\$ 19,824.62	Health Insurance
6/2/2025		PLIC - SBD GRAND ISLAND	\$ 19,219.17	Health Insurance
7/28/2025		PowerSchool Group LLC	\$ 6,381.48	Student Information & Assessment
6/9/2025	20562	Prado Rodriguez, Angel	\$ 87.07	Reimbursement
6/9/2025		Precision Parking	\$ 5,000.00	Contracted Services
7/14/2025		Primo Brands	\$ 66.48	Drinking Water Supplies
6/12/2025		Primo Brands	\$ 1,403.51	Drinking Water Supplies
6/9/2025		Quadient Leasing USA, Inc	\$ 1,643.46	Copier Lease
7/1/2025		Renaissance Learning, Inc.	\$ 12,607.56	IT Contracted Services
7/28/2025		Republic Services #851	\$ 7,326.44	Waste Management
6/16/2025		Republic Services #851	\$ 6,100.82	Waste Management
7/14/2025		Rids Brother Company Inc	\$ 4,471.00	SPED Transportation Service
6/9/2025		Rids Brother Company Inc	\$ 6,333.00	SPED Transportation Service
7/1/2025		Scenario Learning, LLC	\$ 5,225.00	Contracted Services

Making Waves Academy				
Bill Payment List				
June to July 2025				
Date	Num	Vendor	Amount	Descriptions
7/14/2025		SchoolMint Inc	\$ 4,000.00	IT Contracted Services
7/7/2025		Scoot Education Inc	\$ 452.00	Substitutes Fee
7/1/2025		Scoot Education Inc	\$ 99.70	Substitutes Fee
6/20/2025		Scoot Education Inc	\$ 31,067.52	Substitutes Fee
6/16/2025		Scoot Education Inc	\$ 15,728.00	Substitutes Fee
6/9/2025		Scoot Education Inc	\$ 16,466.00	Substitutes Fee
6/9/2025		Securly, Inc.	\$ 9,241.72	IT Contracted Services
7/28/2025		Seneca Family of Agencies	\$ 2,886.00	SPED Service
7/7/2025		Seneca Family of Agencies	\$ 22,500.00	SPED Service
7/1/2025		Seneca Family of Agencies	\$ 4,440.00	SPED Service
6/16/2025		Seneca Family of Agencies	\$ 22,500.00	SPED Service
6/16/2025		Sexucation	\$ 7,400.00	Contracted Services
6/20/2025	20583	Shutterfly Lifetouch, LLC	\$ 780.18	Yearbooks Supplies & Design Fee
6/16/2025	20581	Shutterfly Lifetouch, LLC	\$ 1,660.79	Yearbooks Supplies & Design Fee
7/1/2025		Slack Technologies, Inc.	\$ 3,504.48	IT Contracted Services
6/9/2025		SolarWinds	\$ 41,541.28	IT Contracted Services
7/14/2025		SOS Survival Products	\$ 61,500.00	Supplies
7/8/2025		SOS Survival Products	\$ (61,500.00)	Supplies
7/7/2025		SOS Survival Products	\$ 61,500.00	Supplies
7/14/2025		Stericycle, Inc.	\$ 79.15	Contracted Services
7/1/2025		Stericycle, Inc.	\$ 79.15	Contracted Services
7/1/2025		STS Education	\$ 5,001.56	IT Supplies
7/21/2025		Surefire Cyber Inc	\$ 2,500.00	IT Contracted Services
7/7/2025		Surefire Cyber Inc	\$ 5,500.00	IT Contracted Services
7/7/2025		Swing Education, Inc	\$ 725.00	Substitutes Fee
6/20/2025		Swing Education, Inc	\$ 22,837.50	Substitutes Fee
6/16/2025		Swing Education, Inc	\$ 3,987.50	Substitutes Fee
6/9/2025		Swing Education, Inc	\$ 33,531.25	Substitutes Fee
6/2/2025		Swing Education, Inc	\$ 3,987.50	Substitutes Fee

Making Waves Academy				
Bill Payment List				
June to July 2025				
Date	Num	Vendor	Amount	Descriptions
7/1/2025		T-Mobile	\$ 2,796.48	Telephone
7/1/2025		T-Mobile	\$ 1,735.00	Telephone
6/2/2025		T-Mobile	\$ 2,193.25	Telephone
6/2/2025		T-Mobile	\$ 1,727.00	Telephone
7/28/2025		Talkspace Provider Network, PA	\$ 5,000.00	Psychologist
6/16/2025		Talkspace Provider Network, PA	\$ 5,000.00	Psychologist
7/28/2025		The Speech Pathology Group	\$ 3,991.50	SPED Service
7/14/2025		The Speech Pathology Group	\$ 5,639.50	SPED Service
7/1/2025		TransAct Communications LLC	\$ 12,795.00	Contracted Services
7/28/2025		vChief	\$ 2,400.00	Contracted Services
7/7/2025		vChief	\$ 9,200.00	Contracted Services
6/9/2025		vChief	\$ 13,050.00	Contracted Services
7/1/2025		Vision Service Plan	\$ 1,568.65	Health Insurance
6/2/2025		Vision Service Plan	\$ 1,530.28	Health Insurance
7/14/2025		Wells Fargo Vendor Financial Services, LLC	\$ 2,058.91	Copier Lease
7/14/2025		Wells Fargo Vendor Financial Services, LLC	\$ 3,740.28	Copier Lease
6/2/2025		Wells Fargo Vendor Financial Services, LLC	\$ 2,058.91	Copier Lease
6/2/2025		Wells Fargo Vendor Financial Services, LLC	\$ 3,740.28	Copier Lease
		June to July 2025	\$ 2,683,981.69	
		June to July 2024	\$ 2,321,634.60	

Coversheet

Slides Presented at Board Meeting (Staff please do not link presentations here)

Section:	IX. 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:	September 2025_Board Slides.pdf



September 8, 2025

MWA School Board Meeting



Learn. Graduate. Give Back.



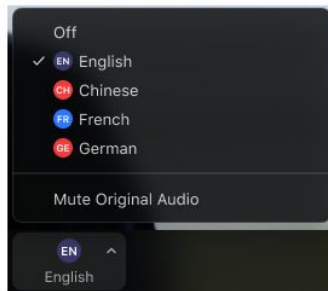
Activating Interpretation / Activar Interpretación

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**.

Call Meeting to Order



Remarks by Board President





Remarks

Focus Areas:

- Teaching and Learning
- Priorities for the year
- New leadership hires
- Covering instructional/leadership vacancies
- WASC process

WASC/LCAP Goal:

- Goal 1 - Support for All Learners
- Goal 2- College and Career Readiness

Public Comment





Public Comment

Use the raise hand function when your name is called.

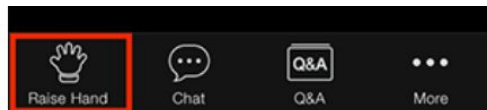
Computer

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



Mission Connection: New Leaders



ASB Update: Bryan Martinez & Jared Rodriguez Perez



ASB Board Report

ASB Members: Bryan Martinez, Jared Rodriguez
Perez



Learn. Graduate. Give Back.

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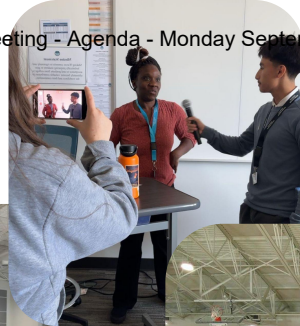
- **Successes - Bryan**
- **Challenges - Jared**
- **Outlook - Bryan & Jared**
- **Questions & Conversation**

Successes

Successes

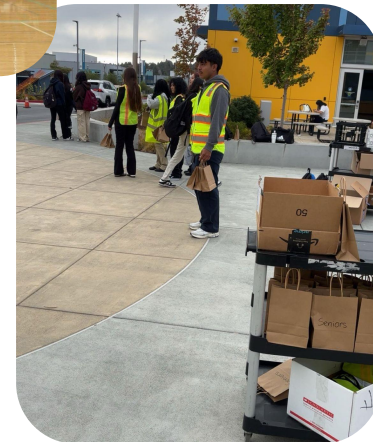
- **ASM**

- Intros from staff
- theater
- cheer



- **First Full week of school goodie bags**

- **Pencils**
- **Eye Masks**



Challenges

Challenges

- **Physicals**
 - **Student Concern**
 - **Reached out to Ms. Fjelstrom (Shoutout)**

Outlook

Priorities

- **Fall Club Fair**
 - Pie a Dean/Teacher
 - Invite the 7th graders this year
 - Potentially invite parents
- **Fall Dance**
 - Trick or Treating on US4 2nd floor
 - Spooky Hallway
 - Dessert Bar
 - Lower Ticket Price

Priorities

- **Spirit Week**
 - Come up with themes
 - Lunch events leading up pep rally
 - Pink out instead of color day for breast cancer awareness
- **Newsletter**
 - Release one every month (relevant months)
 - Introduce ourselves to families and update them on what we're doing
 - Have them look out for future events

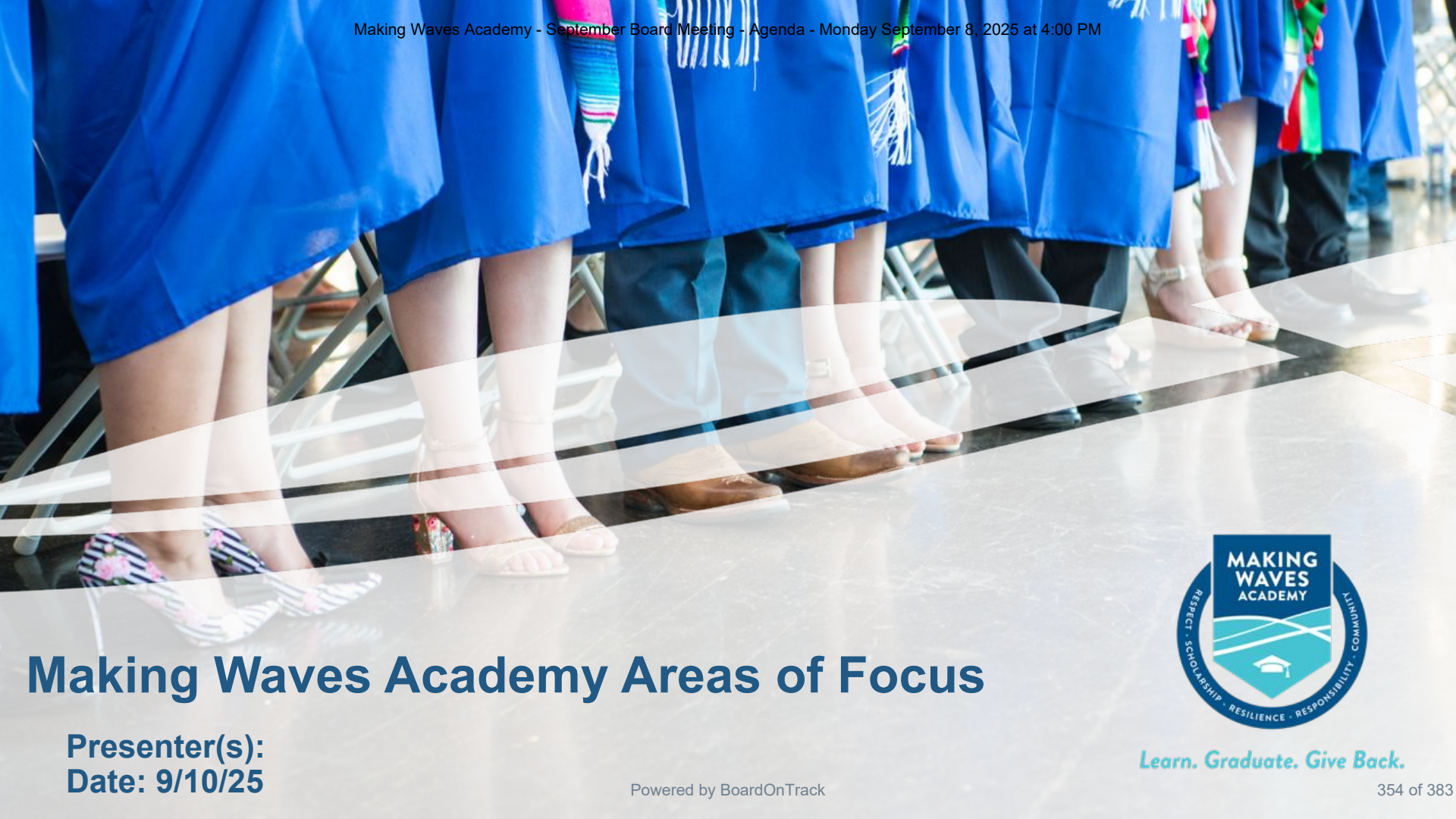
Questions & Conversation



Learn. Graduate. Give Back.

Deep Dive: Areas of Focus





Making Waves Academy Areas of Focus

Presenter(s):
Date: 9/10/25

Powered by BoardOnTrack



Learn. Graduate. Give Back.



3 LCAP/WASC Goals

1

Support for All Learners

Develop and refine vertically-aligned programs to support all learners.

LCFF State Priorities:



Basic Services



State
Standards



Student
Achievement



Course
Access



Student
Outcomes

2

College & Career Readiness

Refine holistic support for college and career readiness that build all students' capacity for graduation and success beyond high school.

LCFF State Priorities:



Student
Achievement



Course
Access



Student
Outcomes

3

Diversity, Equity, & Inclusion

Create a safe, inclusive, and high-performing environment for all students and adults that are informed through the lens of diversity, equity, and inclusion.

LCFF State Priorities:



Parent
Involvement



Student
Engagement



School
Climate





Areas of Focus (School-wide)

Areas of Focus	Context
<i>Support a successful <u>WASC re-accreditation</u> process.</i>	• With WASC and LCAP combined, it's part of everything we do as a school. • The process lends itself to community reflection.
<i>Strengthen instructional practices through <u>coaching</u>, particularly math & ELA.</i>	• It's a concrete action that can both help teachers and leaders calibrate and implement rigor.
<i>Focus on improving academic outcomes and support for <u>vulnerable student populations</u>.</i>	• Really taking a look at our different learners to better understand their needs • Learning from our actions to inform ongoing systems of support for these groups

CEO Report

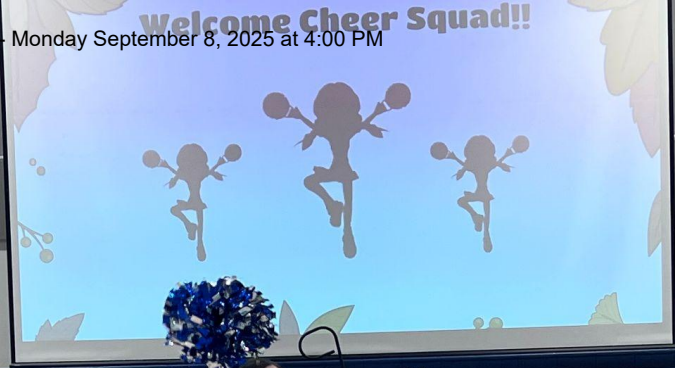


COO Report



Finance Report





Non-Action Items



Portrait of a Graduate

Our Process:

This spring: Learn + Draft

Establish working group

Gather insights and inspiration – from our alumni, research, other models.

Enlist our community in prioritizing what skills matter most.

Draft v1 of Graduate Profile that synthesizes all of this input.

WE ARE HERE

Next year: Try it on + iterate

Socialize with team and integrate into our work.

Use to define areas to focus and pilot new ideas.

Revise it based on what we learned by trying to put it into practice.

Define our 5-year strategy that helps us live into it fully.

Portrait of a Graduate Draft 2.0

Our graduates are...	Which means they can...
SELF AWARE + PURPOSE DRIVEN:	❑ Articulate their strengths and interests ❑ Understand, express, and regulate their emotions ❑ Speak proudly to their cultural heritage, identity, and how that shapes them
ACADEMICALLY PREPARED, WITH DURABLE SKILLS:	❑ Demonstrate proficiency in skills that support lifelong learning and success across contexts, including: ❑ Collaboration ❑ Communication ❑ Critical Thinking ❑ Creativity ❑ Self-management
FINANCIALLY LITERATE:	❑ Apply key principles of budgeting, savings, loans, including to their personal budget post-graduation (ie living expenses, tuition, loans, plan towards \$0 debt). ❑ Where relevant, secure financial aid and scholarships

Our graduates are	Which means they can...
READY TO THRIVE IN THE WORKPLACE:	❑ Describe what they've learned from exposure to a wide-range of careers and which pathway(s) they want to pursue. ❑ Gain an internship, work experience, or credential that will help them get a strong first job in that industry. ❑ Build meaningful relationships with mentors and professionals in fields of interest ❑ Practice key professional skills such as creating a resume, linkedin page with headshot, interviewing. ❑ Leverage tech used in modern workplaces (ie AI, excel, powerpoint)
COMMITTED TO GIVING BACK: (<i>"RECYCLING SUCCESS"</i>)	❑ Contribute to their school or community through activities like mentoring, tutoring, or welcoming others ❑ Engage in service, volunteerism, or leadership roles beyond school

Next Steps	Which means they can...
Bring this back to the community	❑ Share back to the staff this draft that has been built from their input (and clarity about how we'll "try it on" next year ❑ Consider any other groups you want to share draft with for input (ie students, families) – whether this spring or next fall. ❑ Plan for way to engage the broader team in this vision in back to school (ie reflect on current state, set intentions for areas you want to zero in on your practice in Q1)
Align new hires' job descriptions:	❑ For the CTE hires, craft goals for year one to further flesh out descriptors of that section, analyze what is currently happening, line up pilots in partnership with MWEF.
Clarify which possible pilot ideas you want to test next year (and line up next steps/owners). Some of the ideas generated during our session:	- Have departments map out what these durable skills look like within their content area, what type of projects and activities can develop them. - Create a regular ritual from middle school on for reflecting on what they learned about interests/strengths (maybe in advisory). Keep them across the years to help them find patterns. - Make the financial literacy course mandatory for all students. (already in motion)

Next Steps

Next Steps

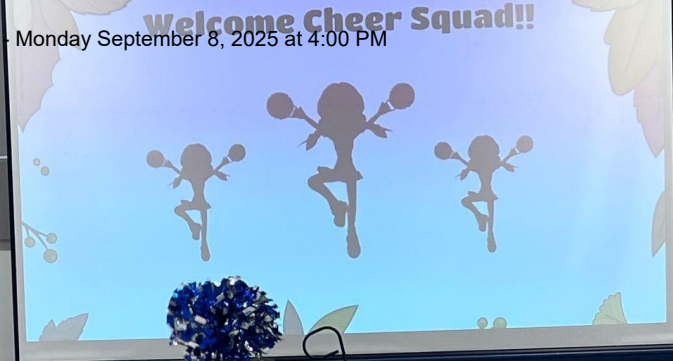
- ❑ Bring this draft back to the community.***
- ❑ Clarify which possible pilot ideas we want to test next year (and line up next steps/owners).***
- ❑ Gather input from the MW Steering Committee***
- ❑ Bring back next steps to the MWA Board***



Introductions

We have a lot of new people in the room, let's do introductions!

- Name
- Position
- Experience with the LCAP



Non-Action Items



Action Items

Closed Session





Closed Session

Upcoming Board Meetings

- 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

Adjourn Meeting



Coversheet

Documentos traducidos al español/Documents translated to Spanish

Section:	IX. 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:	2025_09_08_board_meeting_agenda-Spanish.pdf



Making Waves Academy

Reunión de la Junta Directiva de Septiembre

Fecha y Hora

Lunes 8 de septiembre de 2025 a las 4:00 PM PDT

Lugar

En Persona en:
Making Waves Academy
4123 Lakeside Dr.
Richmond, CA 94806

Y transmitiendo por Zoom:

<https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGlTbVVHb1NFYUd2WWNTaW8wQT0>

9 Código de Acceso: 073032

O acceso con un solo toque:

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

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

O por Teléfono:

Marque (para mayor calidad, marque un número según su ubicación actual):

+1 669 444 9171 EE. UU.

+1 669 900 6833 EE. UU. (San Jose)

+1 253 205 0468 EE. UU.

+1 253 215 8782 EE. UU. (Tacoma)

+1 346 248 7799 EE. UU. (Houston)

+1 719 359 4580 EE. UU.

+1 689 278 1000 EE. UU.

+1 929 436 2866 EE. UU. (New York)

+1 301 715 8592 EE. US. (Washington DC)

+1 305 224 1968 EE. UU.

+1 309 205 3325 EE. UU.
+1 312 626 6799 EE. UU. (Chicago)
+1 360 209 5623 EE. UU.
+1 386 347 5053 EE. UU.
+1 507 473 4847 EE. UU.
+1 564 217 2000 EE. UU.
+1 646 931 3860 EE. UU.

ID del Seminario Web: 878 5502 2048

Código de Acceso: 073032

Números internacionales disponibles: <https://mwacademy.zoom.us/j/6aPhEAWej>

VIENE PRÓXIMAMENTE

- [HAGA CLIC AQUÍ](https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:b0d63deb-2b65-4e64-9482-9d332a156108) para acceder a la agenda y portadas en español:
<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:b0d63deb-2b65-4e64-9482-9d332a156108>
- HAGA CLIC AQUÍ para acceder al informe de la junta escolar en español: <https://bit.ly/4eLd72o>

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

Bryann Fitzpatrick a bfitzpatrick@mwacademy.org o (510) 994-6486.

Comentario Público

- El público puede dirigirse a la Junta Directiva de MWA respecto a cualquier tema dentro de la jurisdicción de la junta directiva de MWA.
- Bajo Comentarios Públicos, los miembros del público pueden
 - Comentar sobre los temas que están en la agenda
 - Comentar sobre temas que no están en la agenda.
 - ***Las presentaciones están limitadas a dos minutos cada una***, o un total de veinte minutos para todos los oradores, o el límite de dos minutos puede reducirse.
- De acuerdo con la Ley Brown, la Junta de MWA puede escuchar comentarios, pero no puede abordarlos ni tomar medidas sobre los temas presentados. Los miembros de la junta directiva están muy limitados en su respuesta a declaraciones o preguntas de personas que comenten sobre temas que no están en la agenda.
- ***Los oradores pueden presentar una solicitud para hablar antes de las 9:00 AM del día de la reunión de la junta, rellenar una tarjeta de comentarios en la reunión, o levantar la mano/utilizar 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.***

- | | Propósito | Presenta | Hora |
|--|-----------|----------|------|
| ◦ <i>Su presentación debe:</i> | | | |
| ▪ <i>indicar si es un comentario para el público general al inicio de la reunión o un comentario para un tema específico de la agenda (por favor incluya el número del tema).</i> | | | |
| ▪ <i>incluir su nombre para que le puedan llamar cuando sea su turno de hablar.</i> | | | |
| ◦ <i>Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.</i> | | | |
| • De acuerdo con SB1036, las actas de esta reunión omitirán los nombres de los estudiantes y los padres y otra información del directorio, excepto según lo requiera una orden judicial o la ley federal. Si un padre/tutor legal desea que se incluya un nombre, uno debe informar a la Directiva antes de su comentario público. | | | |

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

Bryann Fitzpatrick a bfitzpatrick@mwacademy.org o (510) 994-6486.
Por favor tenga en cuenta que todos los horarios de la agenda son aproximados.

Agenda

	Propósito	Presentador	Hora
I. Temas de Apertura			4:00 PM
Temas de Apertura			
A. Convocar a la Reunión		Alicia Malet Klein	
Alicia Malet Klein presidirá la apertura de la reunión.			
B. Registrar Asistencia		Alicia Malet Klein	1 m
Pasar lista y verificación de quórum.			
C. Observaciones del Presidente de la Junta Directiva	Discusión	Alicia Malet Klein	5 m
Área de Enfoque: Enseñanza y Aprendizaje: Prioridades para el año, nuevas contrataciones de liderazgo, cobertura de vacantes de instrucción y liderazgo, proceso WASC			
Metas WASC/LCAP:			
• Objetivo 1 - Apoyo para Todos los Estudiantes			
• Objetivo 2: Preparación para la Universidad y Carrera Profesional			

	Propósito	Presenta	Hora
Bienvenida a los nuevos miembros de la junta Reconociendo los hitos del servicio Impresiones positivas de la primera semana			
D. Comentario público		Alicia Malet Klein	20 m
• El público puede dirigirse a la Junta de MWA con respecto a cualquier tema dentro de la jurisdicción de la junta directiva de MWA. • Bajo Comentarios Públicos, los miembros del público pueden ◦ Comentar sobre los temas que están en la agenda ◦ Comentar sobre temas que no están en la agenda. ◦ Las presentaciones están limitadas a dos minutos cada una, o un total de veinte minutos para todos los oradores, o el límite de dos minutos puede reducirse. • De acuerdo con la Ley Brown, la Junta de MWA puede escuchar comentarios, pero no puede abordarlos ni tomar medidas sobre los temas presentados. Los miembros de la junta directiva están muy limitados en su respuesta a declaraciones o preguntas de personas que comenten sobre temas que no están en la agenda. • Los oradores pueden enviar una solicitud para hablar antes de las 9:00 AM del día de la reunión de la junta directiva, completar una tarjeta de comentarios en la reunión o levantar la mano/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. ◦ Su presentación debe: ▪ <i>indicar si es un comentario para el público general al inicio de la reunión o un comentario para un tema específico de la agenda (por favor incluya el número del tema).</i> ▪ <i>incluir su nombre para que le puedan llamar cuando sea su turno de hablar.</i> ◦ <i>Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.</i> • De acuerdo con SB1036, las actas de esta reunión omitirán los nombres de los estudiantes y los padres y otra información del directorio, excepto según lo requiera una orden judicial o la ley federal. Si un padre/tutor legal desea que se incluya un nombre, uno debe informar a la Directiva antes de su comentario público.			

II.	Informes Permanentes	Propósito	Presenta	Hora 4:26 PM
A.	Conexión con la Misión: Nuevos Líderes	Para su información	10 m	
	Los nuevos líderes asisten a la reunión, se presentan y dicen algo que les entusiasma o que desean lograr este año.			
B.	Actualización de ASB	Para Su Información (FYI)	J. Thomas / C. Ruíz	10 m
	Actualización de los oficiales del Cuerpo Estudiantil Asociado (ASB) y sesión de preguntas y respuestas con la junta directiva.			
C.	Análisis Profundo: Prioridades para este Año.	Conversar	A. Nelson& Z. Bahkeet	15 m
	¿Cuáles son las áreas de enfoque/prioridades para el año y por qué?			
D.	Sesión de Preguntas y Respuestas sobre el Informe del Director Ejecutivo (Executive Officer Report/CEO)	Para Su Información (FYI)	Alton B. Nelson Jr.	10 m
	Los miembros de la junta tendrán la oportunidad de hacer preguntas sobre el contenido del informe escrito del Director Ejecutivo (CEO).			
E.	Sesión de Preguntas y Respuestas sobre el Informe del Director de Operaciones (COO)	Conversar	Elizabeth Martínez	10 m
	Los miembros de la junta tendrán la oportunidad de hacer preguntas sobre el contenido del informe escrito del COO centrándose en las vacantes de personal y el proceso WASC/LCAP.			
F.	Sesión de Preguntas y Respuestas sobre el Informe Financiero Escrito	Conversar	Elizabeth Martínez	5 m
	Los miembros de la junta tendrán la oportunidad de hacer preguntas sobre el contenido del informe escrito.			
G.	Descanso			5 m
III.	Elementos que No Requieren Acción			5:31 PM
A.	Actualizaciones del Trabajo de la Junta y del Comité Asesor	Para su información	Alicia Klein	5 m
	Recordatorio que la capacitación sobre Ética y la Ley Brown de YM&C debe completarse antes del 1 de enero de 2026.			
	Comentarios de Valeria Serrano, nueva integrante del consejo estudiantil			
	Los Comités Asesores proporcionarán un resumen del trabajo realizado hasta la fecha y los próximos pasos; los comités en negrita (bold) harán la presentación.			

	Propósito	Presenta	Hora
• Comités Asesores ◦ Revisión del Currículo y la Instrucción / WASC ◦ Finanzas ◦ DEIB/Cultura y Entorno ◦ Auditoría			
B.	Retrato de un Trabajo de Posgrado	Para su información	A. Nelson y E. Martínez
15 m			
Actualización del trabajo Retrato de un Graduado como una visión a largo plazo de dónde nos gustaría que estuvieran nuestros estudiantes cuando se gradúen.			
C.	Enlace con Personas Sin Hogar del Año	Para Su Información	Elizabeth Martínez
Sonja Jackson, Trabajadora Social, ha sido designada como enlace para personas sin hogar para el año escolar 2025-26 para Making Waves Academy.			
D.	Plan de Continuidad Instruccional	Para su información	Elizabeth Martínez
1 m			
Este Plan de Continuidad Instruccional (ICP) garantiza que todos los estudiantes tengan acceso a la instrucción durante un desastre natural o una emergencia, como lo exige el Proyecto de Ley Senatorial 153, Capítulo 38, Estatutos de 2024 (SB 153).			

IV. Elementos de Acción5:52 PM

Impacto Fiscal: \$393,210

A.	Designar Oficial de Audiencia de Expulsión: Alton B. Nelson, Jr.	Para su información	Elizabeth Martínez	5 m
La junta designará un Oficial de Audiencias de Expulsión para llevar a cabo audiencias de expulsión este año académico.				
B.	Contrato de Servicios de Salud de RCM	Votar	Tyler Levine-Hall	5 m
Contrato de Agencia No Pública (NPA) para servicios de asistente personalizado para educación especial.				

Impacto Fiscal: \$93,210

C.	Manual del Empleado 2025-26	Voto	Isabel Montilla	5 m
El Manual del Empleado de MWA incluye actualizaciones de políticas y prácticas nuevas o existentes relacionadas con el empleo a voluntad del personal y los profesores en MWA para el año escolar 2025-26.				
D.	MWA y MOU de la Universidad Western Governors	Voto	Meuy Saechao	5 m
La junta votará sobre la posibilidad de que MWA establezca una nueva asociación con WGU para reclutar maestros aptos para la misión y apoyar su camino hacia la obtención de una credencial de enseñanza de California para el año escolar 2025-				

	Propósito	Presenta	Hora
2026.			
E. Corrección del Formulario Alternativo de Presupuesto 2025-26	Votar	Lawrence Lee	5 m
La Junta revisará y aprobará la sección F del Formulario Alternativo de Presupuesto Corregido 2025-26: Saldo de Fondos, Reservas.			
F. San Millan Sped	Votar	Tyler Levine-Hall	5 m
La junta revisará y aprobará un nuevo acuerdo de Agencia No Pública (NPA) para brindar apoyo en la gestión de casos y servicios de Técnico en Conducta Registrado (RBT).			
Impacto Fiscal: No exceder \$300,000			
G. Nueva política de EEI	Votar	Tyler Levine-Hall	5 m
La junta revisará y aprobará una nueva política que garantice que los estudiantes reciban instrucción en casa durante ausencias prolongadas anticipadas.			

V. Elementos de Acción de Consentimiento 6:27 PM

Impacto fiscal total: \$2,248,296

A. Informe de Datos Reales No Auditados del Año Fiscal 25	Para su información	Lawrence Lee	1 m
Revise el Informe de Valores Reales No Auditados 2024-25.			
Impacto Fiscal: \$300,00			
B. Aprobación de las Actas: Reunión de la Junta Directiva de junio	Aprobación de las Minutas	Alicia Klein	1m
La Directiva de MWA revisa y acepta las minutas de la junta de la directiva de junio.			
C. Propuesta 28 - Artes e Informe Anual de Música	Votar	Lawrence Lee	1 m
La Junta revisará y aprobará la Propuesta 28 de MWA: Informe Anual de Artes y Música.			
D. Facturas de Proveedores	Votar	Lawrence Lee	1 m
La Junta revisará y aprobará los pagos de facturas de junio y julio de 2025.			
Impacto Fiscal: \$2,683,981.69			

VI. Temas de Discusión 6:31 PM

A. Agradecimientos por parte de la Junta Directiva	Para su Información	Alicia Klein	5 m
Según lo establecido en la Ley de Reuniones Abiertas del Estado de California, no se pueden tomar acciones bajo este punto del orden del día. El único propósito de este tema de la agenda es brindar una oportunidad para que la Junta Directiva haga			

	Propósito	Presenta	Hora
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- | | | | | |
|-----------|---|---------------------|--------------|-----|
| B. | Calendario de las Reuniones Restantes de la Junta Directiva para 2024-25 | Para su Información | Alicia Klein | 2 m |
| | <ul style="list-style-type: none">• 20 de octubre del 2025 a las 4pm• 15 de diciembre del 2025 a las 11am• 26 de enero del 2025 a las 11am• 9 de marzo del 2026 a las 4pm• 4 de mayo del 2026 a las 4pm• 15 de junio del 2026 a las 11 a. m. | | | |

VII. Sesión a Puerta Cerrada

6:38 PM

- | | | | | |
|-----------|--|-----------|--------------------|------|
| A. | Disciplina/Despido/Separación de Empleado Público | Conversar | Alicia Malet Klein | 15 m |
| | De conformidad con la Sección 54957, la junta se aplazará a sesión cerrada para dialogar sobre un asunto confidencial de personal. | | | |

VIII. Puntos de Clausura

6:53 PM

- | | | | | |
|-----------|-------------------|-------|--------------|--|
| A. | Fin de la Reunión | Votar | Alicia Klein | |
|-----------|-------------------|-------|--------------|--|

IX. Diapositivas de Presentación del Día (Junta MWA:) No leer por adelantado)

- | | | | |
|-----------|--|---------------------|-------------------|
| A. | Diapositivas Presentadas en la Reunión de la Junta (Personal, por favor no vinculen presentaciones aquí) | Para Su Información | Bryan Fitzpatrick |
| B. | Documentos traducidos al español | Para Su Información | Alicia Klein |

Este año, continuaremos traduciendo la agenda de la junta al español. Además, este año traduciremos las portadas que brindan una breve explicación de los temas de la agenda, así como el informe escolar escrito por la Directora de la Escuela Superior y sus líderes escolares. Por favor tenga en cuenta que no todos los temas incluyen una portada - las portadas se elaboran principalmente para los temas que requieren una explicación adicional más allá de la breve descripción del tema.