

## ***Waisman Consulting***

### **Special Education Services Contract**

This Contract is made and entered into this 17th Day of August 2020 between Suncoast Preparatory Academy (hereinafter referred to as “Charter”), and Waisman Consulting Inc, a Corporation. (hereinafter referred to as the “Providers”)

1. **PROVIDERS.** Providers are acting as independent contractors. Neither of the Providers, officers, agents, employees, nor sub-contractors of the Providers shall be considered as officers, agents, or employees of the Charter.

Susana Waisman

Providers

619-892-0669

Telephone Number

7344 Noche Tapatia

Street Address

\_\_\_\_\_  
Fax Number

Rancho Santa Fe, CA 92067

City, State, Zip code

swaisman@waismanconsulting.com

E-mail Address

EIN 46-2992263

Tax Identification or Social Security Number

N/A

License Number (if applicable)

#### **Type of Business**

Individual

Sole Proprietorship

Partnership

**Corporation X**

Other

2. **NATURE OF RELATIONSHIP.** In performing all of the services, Providers shall be, and at all times are, acting and performing as independent contractors, on behalf of Suncoast Preparatory Academy and not as partners, agents, or employees of the school. Nothing contained herein shall be construed to be inconsistent with this relationship or status. The Providers will insure all materials, procedures, services, and subject matter complies with all California’s Department of Education regulations and Federal Individuals with Disabilities Education Act (IDEA) requirements.

Providers understand and agree to independent contractor status. Providers understand and agree that the filing and acceptance of this contract creates a rebuttable presumption and that the

Providers, are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, or any other benefit normally conveyed to Charter School employees.

Providers and or their sub-contractors will be responsible for payment of all associated payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this contract.

3. **SERVICES.** Providers shall coordinate special education service on behalf of the Charter as described in attached "Statement of Work" (Appendix A), including special education instructors, speech and language specialists, and other personnel as may be reasonably necessary to provide the services as mandated in a Charter student's Individual Education Program (IEP). "Statement of Work" shall contain an outline of special education services and support available to the Charter. Providers shall use their best efforts to coordinate all phases of the Charter's special education program, as required by special education law. In the event that there is any delay in completion of the work arising as a result of a problem within the control of Charter, Providers and Charter shall cooperate with each other to comply with special education law. Special education services will not be provided during any period of time the Charter takes holidays or breaks, or in the event of a student absence.

Charter shall furnish all tools, equipment, apparatus, facilities, and material necessary to support special education students, as identified and/or stated in their Individual Education Program (IEP), or will access El Dorado Charter SELPA services, supports, or low incidence funds for the purposes of implementing a student's IEP.

The Charter may request additional services from Provider in addition to those outlined in "Statement of Work," Such additional services will be provided by Provider only if the parties mutually agree upon the specific additional services, the scope of such additional services, and the additional compensation to Provider for such additional services. Additional services may include but are not limited to the following non-special education functions: Student Success/Study Team, Screenings, compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990.

4. **TIME OF PERFORMANCE.** The term of this Contract is for the period of August 17, 2020 through June 30, 2021 and shall be undertaken and completed in such sequence as to assure their full completion in accordance with the purposes of this Contract.
5. **PAYMENT AND EXPENSES.** All payments due to Providers are set forth in the "Schedule of Fees" (Appendix B) attached hereto and shall be paid by the Charter within thirty (30) days of receipt of a proper invoice from Providers, that sets forth in reasonable detail the Services performed.

Provider shall be permitted to inspect and/or duplicate, at its own expense, any individual student file or record regarding the Charter's special education program to the extent necessary to assure proper provision of services to students, or to assist in the defense of any claim or threatened claim against Provider or their personnel to which such record or chart may be pertinent, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student and/or patient records. Providers and/or their personnel shall not disclose pupil records to any unauthorized person or entity without the consent required by the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) and any other applicable laws, unless law otherwise permits the disclosure.

6. **ASSIGNMENT AND SUBCONTRACTORS.** At their discretion, the Providers may elect to assign, or subcontract with other special education vendors for the purpose of providing special education services.

Providers shall be compensated for all time spent by providers or their representatives providing special education services which consist of instruction or therapy to students in the Charter, or consultation/technical assistance to Charter staff, and parents of students in the Charter. If a student in the Charter is not in attendance on the day of scheduled therapy, Provider or their representative must give sufficient notice or the session will be billed to the Charter, and a make-up service will not be offered.

7. **TERMINATIONS OR AMENDMENTS.** This Contract may be terminated or amended in writing at any time by mutual consent of the parties hereto, or upon 45 days advance notice by either party. In the event of cancellation prior to completion of the specified services, all finished or unfinished documents, data, studies, and reports prepared by the Providers under this contract shall become the property of the Charter School. The Providers shall be entitled to receive just and equitable compensation for any work completed on such items.

The parties to this Contract shall be excused from performance there under during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is established that the non-performance is not due to the fault or neglect of the party not performing.

8. **WARRANTY.** Providers hereby warrant to Charter that the work and services shall be performed in a professional and workmanlike manner consistent with the highest industry standards. Providers will furnish proof of general liability insurance to the Charter for proof of coverage while in performance of their contractual obligations under this contract.

9. **ADDITIONAL WORK.** If changes in work or services are merited by the Providers or the Charter, either party will contact the other in writing to summarize proposed amendments to this contract.

10. **NOTICE.** Any notice or instrument required to be given or delivered by this contract may be given or delivered by depositing the same in a United States Post Office to:

Providers:  
Susana Waisman  
Waisman Consulting, Inc.  
PO Box 2235  
Rancho Santa Fe, CA 92067

Charter:  
Kimberleigh Kopp  
Suncoast Preparatory Academy  
2030 University Drive  
Vista, CA 92083

Such notice or instrument shall be effective upon receipt thereof.

11. **COMPLIANCE WITH LAWS.** Providers hereby agrees that, agents, employees, and sub-contractors of Providers shall obey all local, state, and federal laws in the performance of this contract, including, but not limited to minimum wages and/or prohibitions against discrimination.

Providers, officers, agents, employees and/or sub-contractors of Providers shall secure and maintain in force such licenses, permits, and health clearances as are required by law, in connection with the furnishing of the services to students of the Charter.

12. **INSURANCE AND JOB SAFETY.** Providers understand that s/he is not covered by any Charter School, or Workers' Compensation insurance. Personal liability, property damage, and automobile insurance are the responsibility of Providers and each individual sub-contractor or agent. Charter School students are not to be transported at any time by the Providers or their representatives in their private vehicle.

Certain entities that contract with a school district are required to comply with Education Code section 45125.1 regarding fingerprinting. Costs of fingerprinting are the responsibility of the Providers or their sub-contractors.

Certain entities that contract with a school district may be required to comply with Education Code section 49406 regarding examination for tuberculosis. Cost of tuberculosis screening is the responsibility of the Providers or their sub-contractors.

**13. PROTECTION OF WORK AND PROPERTY.** Providers shall maintain at all times, as required by conditions and progress of work, all necessary safeguards for the protection of employees and the public. In an emergency affecting life and safety of life or work or of adjoining property, Providers are permitted, without special instruction or authorization from the Charter, to act at its discretion to prevent such threatened loss or injury.

**14. LAWS, VENUE, AND ATTORNEY FEES.** This contract and the obligations of the Charter School hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time. In the event of any special education Due Process or Fair Hearing litigations, the Providers will offer the Charter legal advice and technical support, however legal representation and any incurred costs is at the sole discretion and expense of the Charter.

This Contract shall be interpreted in accordance with the laws of the State of California.

**15. INDEMNIFICATION.** Providers and Charter agree to indemnify, and hold each other (its officers, agents, employees, and/or volunteers) from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Providers or those of any of its officers, agents, employees, or subcontractors, whether such act or omission is authorized by this contract or not.

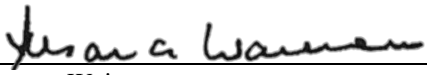
**16. NATURE OF CONTRACT.** This contract constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or contracts other than those contained herein.

**17. ARBITRATION.** Any dispute arising under this contract, including, without limitation, all disputes relating in any manner to the performance or enforcement of this contract shall be resolved by arbitration in accordance with the rules promulgated by JAMS, by a neutral arbitrator who is either a member of the JAMS panel or an independent neutral arbitrator.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

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Kimberleigh Kopp  
Suncoast Preparatory Academy



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Susana Waisman  
Waisman Consulting, Inc.

## APPENDIX A

### **STATEMENT OF WORK**

**Compliance Review**— Develop plans and procedures for records review for compliance with Individuals with Disabilities Education Act (IDEA) and State special education mandates, which may include the following:

- (a) Provide audit of Individualized Education Programs (IEP's) including review and maintenance of files for all identified Special Education students to determine current IEP status and eligibility.
- (b) Obtain missing IEP's and related records for students with exceptional needs who attend the Charter, and obtain required parent authorization for assessment and services.
- (c) Monitor and schedule initial evaluations, re-evaluations; third year evaluations; and identify the necessary special education services to bring the charter school into compliance with state and federal requirements as well as the requirements of each child's IEP.
- (d) Provide data collection for all State required reports and or special education audits

**Evaluations/Assessments** — Conduct initial assessments, re-evaluations, and triennial evaluations required by federal and state law and regulations in order to determine student's level of functioning for the development of an initial IEP or to evaluate the student's annual or three-year progress on his or her IEP. All assessments will be conducted by appropriately licensed and/or credentialed personnel including psychologists, speech and language specialists; resource specialists, or other designated instruction service provider. Charter will receive a written report of such assessments, re-evaluations and triennial evaluations in compliance with federal and state laws and regulations.

**Individual Education Program (IEP) Development** — Provide administrative services to develop IEP's for eligible students to ensure compliance with state and federal requirements. Such administrative services shall include:

- (a) Written progress notes provided to Charter as frequently as progress of general education students is reported by the Charter.
- (b) IEP meeting attendance, and IEP development as requested by the Charter

**Individual Plan Meeting Attendance**—Attendance by Providers may include writing of IEP's and establishment of individual goals and objectives if requested by Charter. Attendance by one or more Providers and/or their representatives will be billed at each specialist's hourly rate.

## **Appendix A**

### **Continued**

**Special Education Services** –Providers shall coordinate delivery of all special education services to those students of Charter deemed eligible by conducting:

- (a) Review of IEP's and/or related student records
- (b) Pre/Post testing to establish baseline and progress data.
- (c) Establishment of individual goals and objectives as necessary.
- (e) Individual, small group services OR collaborative/integrated services (full-inclusion).
- (e) Consultation with parents, teachers, and administrators.

Special education services shall include Pre-Formal (Pre-School), mild to moderate (Resource Specialist and Special Day Class); Moderate to Severe, or Designated Instructional Services (DIS such as: Speech, Occupational Therapy, etc.) as necessary. If Providers believes that any student(s) may require such services or other similar services which, in quantity or scope, are beyond the levels of service which are contemplated in this contract, or are otherwise cost prohibitive in light of the rates set forth in Appendix B (collectively, "Extraordinary Services"), Provider shall identify such student(s) in writing to the Charter, and Charter and Provider shall, within ten (10) business days of such notice, meet and negotiate in good faith regarding additional compensation to Providers for such Extraordinary Services. In the event Providers are unsuccessful in recruiting a specialist required to implement any portion of a student's IEP, the Charter agrees to hold the Providers harmless.

**Development of reports as requested by Charter:** As requested, Providers will assist Charter administration in developing proposals for new schools being planned. These services may include but are not limited to review of SELPA Local Plans, assistance in development of Memorandum of Understandings (MOUs), applications for the Charter to become their own local education agency (LEA), budget development based upon the AB 602 funding model, etc. Development of these kinds of data will be billed by the Provider at their hourly rate.



## **APPENDIX – B**

### **SCHEDULE OF FEES**

All services are billed at an hourly rate regardless whether the provider is working with individuals or small groups of students

- |  |                        |
|--|------------------------|
| • Special Education Administrator  | \$125 per hour         |
| • Administrative Designee  |                        |
| Write and/or Review IEPs for compliance  | \$75 per hour          |
| SPED Administrator Designee at IEP meetings  | \$125 per hour         |
| • Psychologist   | \$800 per Assessment   |
| (Assessment, IEP Development, IEP Meeting Attendance)  |                        |
| ○ If more than one IEP meeting needs to be held the Psychologist will bill an hourly rate for attendance to IEP meetings | \$90 - \$100 per hour  |
| ○ Additional assessments not included in normal assessment battery   | \$90 - \$100 per hour  |
| • Psychologist – Individual and/or Group Counseling  | \$100 - \$150 per hour |
| • Behavioral Assessments (ERMHS, FBA)  | \$800 per Assessment   |
| • Behavioral Support   | \$90 - \$100 per hour  |
| • Speech and Language  | \$110 - \$150 per hour |
| • Occupational Therapy/Physical Therapy  | \$110 - \$150 per hour |
| • APE  | \$105 per hour         |
| • Audiologist  | \$200 - \$250 per hour |
| • Low Incidence Teachers (DHH, VI, O&M)  | \$100 - \$120 per hour |
| • Clerical support   | \$40 per hour          |
| • Technical support/Compliance   | \$50 per hour          |



**BOARD POLICY**  
**Staff Vacation Accrual**

Suncoast Preparatory Academy (SPA) shall afford full time employees an accrual of vacation hours. Vacation shall accrue at 10 hours each month in which the employee is in a paid status provided the employee is regularly working five days per week, seven to eight hours a day

For all employees regularly employed for fewer than 35 hours a week, regardless of the number of hours or days worked per week, the vacation credit shall be computed at the rate of 0.03846 for each hour the employee is in paid status, not including overtime.

Vacation may, with the approval of the employer, be taken any time during the school year. If the employee is not permitted to take his/her full annual vacation, the amount not taken shall accumulate for use in the next year or be paid for in cash at the option of the governing board at the end of the school year (state school year here).

Earned vacation shall not become a vested right until completion of the initial six months of employment.

Employees may not accrue more than 240 hours of vacation. If an employee's vacation accrual reaches 120 hours, the employee shall not accrue additional vacation hours until the vacation accrual drops below 120 hours.

Managers and supervisors should review employee vacation balances on a monthly basis and work with staff to schedule their vacation time.

A manager or supervisor may require an employee to use vacation hours to avoid reaching the maximum accumulation of 120 hours.

Upon separation of service, the employee shall be entitled to a lump-sum compensation for all earned and unused vacation.

Effective September 21, 2020



*Suncoast Preparatory Academy*

**CONFLICT OF INTEREST POLICY**

**ARTICLE I**

**PURPOSE**

The purpose of this Conflict of Interest Policy is to protect the interests of Suncoast Preparatory Academy, a California nonprofit public benefit corporation (the “Corporation”), when the Corporation or any of its officials is making any decision that might benefit the private financial interest of one or more of the Corporation’s directors, officers, employees, or other officials and/or relatives of such persons. This policy is intended to supplement but not replace any state and federal laws applicable to the Corporation or its officials and the provisions of any charter granted to the Corporation for the operation of a public charter school.

Each official of the Corporation has the responsibility of performing his or her office in good faith, in a manner that the official reasonably believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances. In his or her dealings with or on behalf of the Corporation, each official of the Corporation must be ever mindful of possible and actual conflicts of interest.

**ARTICLE II**

**DEFINITIONS**

For purposes of this Conflict of Interest Policy:

**Board**

“Board” means the board of directors of the Corporation.

**Business Entity**

“Business entity” means any organization or enterprise operated for profit, including but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association.

**Conflict of Interest**

An official of the Corporation has a “conflict of interest” when the official knows or has reason to know that a decision to be made by or on behalf of the Corporation will have a reasonably foreseeable material financial effect on one or more of the official’s economic interests, unless the official can establish either: (1) that the effect is indistinguishable from the effect on the public generally, or (2) the official's participation is legally required.

### **Covered Person**

“Covered person” means any director or officer of the Corporation, any member of senior management of the Corporation and any other person designated in writing by the Board or by the chief executive officer of the Corporation.

### **Director**

“Director” means a member of the Board.

### **Economic Interest**

An official of the Corporation has an “economic interest” in the official’s personal finances and those of the official’s immediate family and in anything or anyone listed in clauses (a) through (e) below.

Any business entity in which the official has a direct or indirect investment worth at least two thousand dollars (\$2,000).

Any real property in which the official has a direct or indirect interest worth two thousand dollars (\$2,000) or more in fair market value.

Any person from whom the official has received income, including commission income and incentive compensation, aggregating five hundred dollars (\$500) or more within 12 months prior to the time when the relevant decision is made. An official’s income includes income which has been promised to the public official but not yet received by the official, if the official has a legally enforceable right to the promised income.

Any business entity in which the official is a director, officer, partner, trustee, employee, or holds any position of management.

Any donor of, or any intermediary or agent for a donor of, a gift or gifts amounting to a total of at least four hundred sixty dollars (\$460) provided to, received by, or promised to the official within 12 months prior to the time when the decision is made.

### **Financial Effect**

“Financial effect” means an effect that provides a benefit of monetary value or provides, prevents, or avoids a detriment of monetary value.

### **Immediate Family**

“Immediate family” means the spouse and dependent children.

### **Indirect Investment or Interest**

An “indirect” investment or interest means any investment or interest owned by the spouse or dependent child of an official, by an agent on behalf of the official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially at least a 10-percent interest.

### **Official**

Each director, officer, and employee of the Corporation and each consultant or member of any advisory body of the Corporation to whom the Corporation has delegated decision-making authority is deemed an “official” of the Corporation when acting in such capacity.

### **Relative**

A “relative” of a person means a member of the immediate family of a person.

## **ARTICLE III** **PROHIBITED CONDUCT**

Notwithstanding anything to the contrary in this Conflict of Interest Policy,

### **Prohibited Participation in Decision-Making**

Each official of the Corporation shall comply with all applicable provisions of the Political Reform Act of 1974. An official of the Corporation may not make, participate in making or in any way attempt to use his or her official position to influence a decision of the Corporation in which the official knows or has reason to know the official has a conflict of interest, provided that this provision does not prevent any official from making or participating in the making of a decision to the extent the official’s participation is legally required for the action or decision to be made. The fact that an official's vote is needed to break a tie does not make the official’s participation legally required for purposes of this paragraph.

The Regulations of the Fair Political Practices Commission, Title 2, Division 6, Chapter 7 of the California Code of Regulations adopted with respect to the Political Reform Act of 1974 shall guide the interpretation of the provisions of the foregoing paragraph.

### **Prohibited Contracts**

Each official of the Corporation shall comply with all applicable provisions of Sections 1090 to 1099 of the California Government Code. Officials of the corporation shall not be financially interested in any contract made by them in their official capacity or, in the case of a member of the board or a committee of the board, by the board or committee. Nor shall such persons be purchasers at any sale or vendors at any purchase made by them in their official capacity. For these purposes, a member of the board or a committee of the board shall not be deemed to be

interested in a contract entered into by the board or committee if (a) the member has only a remote interest (as such term is defined in Sections 1091 and 1091.4 of the California Government Code) in the contract, the fact of that interest is disclosed to the board or committee and noted in the official records of the board or committee, as applicable, and thereafter the board or committee authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the person with the remote interest, and (b) the member with the remote interest has not influenced or attempted to influence another member of the board or committee to enter into the contract. A “remote interest” includes that of an officer or employee of a nonprofit entity exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code or a nonprofit corporation. For purposes of this provision, a person shall not be deemed to be interested in a transaction or arrangement if the interest is of a type specified in Section 1091.5 of the California Government Code, including (a) that of a nonsalaried member of a nonprofit corporation, provided that this interest is disclosed to the board or committee, as applicable, at the time of the first consideration of the contract, and provided further that this interest is noted in the official records of the board or committee and (b) that of a noncompensated officer of a nonprofit, tax-exempt corporation, which, as one of its primary purposes, supports the functions of the Corporation, and provided further that this interest is noted in the official records of the board or committee, as applicable.

#### **ARTICLE IV**

#### **PROCEDURES**

Subject to the provisions of Article III, particularly those provisions regarding prohibited contracts, and to any contrary provisions of applicable state and federal laws governing conflicts of interest –

##### **Duty to Disclose**

Officials Other than Directors. If an official of the Corporation other than a director has knowledge that the official has an actual or possible conflict of interest with respect to a decision to be made by the board, by a committee of the board, or by a different person, the official must disclose the existence of the actual or possible conflict of interest and must be given the opportunity to disclose all material facts to the decision-maker. After disclosure of the actual or possible conflict of interest, the official shall recuse himself or herself from discussing the matter. If the decision is to be made by the board or a committee of the board, the official shall leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If an official of the Corporation other than a director has knowledge that the official has an actual or possible conflict of interest with respect to a decision that otherwise would be made by the official, the official must submit a written disclosure of the actual or possible conflict of interest and all material facts to the official’s supervisor, who shall immediately reassign the decision to a disinterested decision-maker and shall forward the disclosure notice to the chief executive officer of the Corporation, who shall record the official’s disqualification. In the case



of an official who reports directly to the board, the official shall submit the written disclosure to the board, and the board shall make the decision involving the actual or possible conflict of interest or assign the decision to a committee of the board or to a disinterested decision-maker. After disclosure of the actual or possible conflict of interest, the official shall recuse himself or herself from discussing the matter. If the decision is to be made by the board or a committee of the board, the official shall leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

**Directors.** If a director has knowledge that the director has an actual or possible conflict of interest with respect to a decision to be made by or on behalf of the Corporation, the director must disclose the existence of the actual or possible conflict of interest and must be given the opportunity to disclose all material facts to the board.

In the case of disclosure of a possible conflict of interest, upon proper notice, the board may determine whether the possible conflict of interest gives rise to an actual conflict of interest. After disclosure of the possible conflict of interest, the director shall recuse himself or herself from discussing and voting on whether an actual conflict of interest exists. The director shall leave the room until after the discussion, vote, and any other disposition of the matter is concluded. If the board, by the vote of majority of the directors then in office without counting the vote of the potentially interested director, and with knowledge of the material facts concerning the decision and the director's interest in the decision, determines that no actual conflict of interest exists, then the director shall be deemed not to have a conflict of interest and, if otherwise appropriate, may fully participate in the making of the decision.

Unless the board finds that no actual conflict of interest exists pursuant to clause (a) above, after disclosure of the actual or possible conflict of interest, the director shall recuse himself or herself from discussing and voting on the matter and the board shall make the decision involving the actual or possible conflict of interest. The director shall leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

**Disclosure by Other Officials.** If an official of the Corporation does not self-disclose an actual or possible conflict of interest, it is the responsibility of other officials of the Corporation who become aware of an actual or possible conflict of interest to bring it to the attention of the responsible parties.

### **Procedures for Addressing a Conflict of Interest in a Transaction or Arrangement**

After receiving disclosure of an actual or possible conflict of interest with respect to a proposed transaction or arrangement, the decision-maker, after reasonable investigation under the circumstances, shall determine whether the Corporation can obtain with reasonable efforts under the circumstances a more advantageous transaction or arrangement that would not give rise to a

conflict of interest. If a more advantageous transaction or arrangement not giving rise to a conflict of interest is not reasonably possible under the circumstances, the decision-maker shall determine (in the case of a conflict of interest concerning a director, by the vote of majority of the directors then in office without counting the vote of the interested director, and with knowledge of the material facts concerning the transaction or arrangement and the director's interest in the transaction or arrangement) whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, whether it is fair and reasonable as to the Corporation, and whether the Corporation may engage in the transaction or arrangement without causing any violation of any applicable provisions of the Political Reform Act of 1974 or Sections 1090 to 1099 of the California Government Code. In conformity with this determination, the decision-maker shall make the decision whether the Corporation should enter into the transaction or arrangement.

### **Violations of the Conflicts of Interest Policy**

If there is reasonable cause to believe that an official of the Corporation has failed to disclose an actual or possible conflict of interest, the official's supervisor (which, in the case of a director or an official that reports directly to the board, is deemed to be the board) shall inform the official of the basis for such belief and afford the official an opportunity to explain the alleged failure to disclose.

If, after hearing an official's response and after making further investigation as warranted by the circumstances, the supervisor determines that an official has failed to disclose an actual or possible conflict of interest, the supervisor shall take such disciplinary and corrective action, if any, that the supervisor deems appropriate and that is within the supervisor's authority. The supervisor may report the circumstances of the non-disclosure and any action taken to more senior management for record or for further action. Subject to the terms of any employment contract, disciplinary action may include termination of employment.

## **ARTICLE V**

### **RECORDS OF PROCEEDINGS**

The minutes of the board and of all committees of the board and any memo prepared by any individual to whom is delegated authority to make a decision involving a conflict of interest shall contain:

The names of the persons who disclosed or otherwise were found to have a conflict of interest in connection with a decision made by the board, committee or individual, the nature of the conflict of interest, and a description of any action taken to avoid the conflict of interest.

The names of persons who were present for discussions and their votes or abstentions relating to a decision involving a conflict of interest.

**ARTICLE VII**  
**DECLARATIONS**

Each official of the Corporation shall, upon commencing his or her position with the Corporation and thereafter as may be requested by the Corporation, complete and execute a Declaration in the form attached as Form A or as that form may be modified by the Corporation from time to time that affirms that such person has received a copy of this Conflict of Interest Policy, has read and understands the Policy and has agreed to comply with the Policy.

In addition to the foregoing, each covered person shall, annually following the end of each fiscal year of the Corporation and as may be requested by the Corporation, complete and execute a Declaration in the form attached as Form B or as that form may be modified by the Corporation from time to time that affirms that such person has received a copy of this Conflict of Interest Policy, has read and understands the Policy and has agreed to comply with the Policy.

*The completion, execution, and submission of a Declaration by an official of the Corporation pursuant to this Policy does not fulfill or replace any obligation of the official to file such California Form 700 Statements of Economic Interests as may be required by a Conflict of Interest Code adopted by the Corporation or by applicable law.*

**Form A**

***Suncoast Preparatory Academy***

**CONFLICT OF INTEREST DECLARATION**

Pursuant to the Conflict of Interest Policy (“Policy”) adopted by Suncoast Preparatory Academy (the “Corporation”), I affirm that:

1. I have received a copy of the Policy.
2. I have read, and I understand the Policy.
3. I agree to comply with the Policy.
4. I understand that the Corporation is charitable and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

I execute this Declaration at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Position

**Form B**

**SUNCOAST PREPARATORY ACADEMY**

**ANNUAL CONFLICT OF INTEREST DECLARATION**

Pursuant to the Conflict of Interest Policy (“Policy”) adopted by Suncoast Preparatory Academy (the “Corporation”), a copy of which has been furnished to me, I hereby answer the following questions to the best of my knowledge and submit the following information to the Corporation’s Board of Directors.

Have you or any relative (as defined in the Policy) received compensation from the Corporation for services rendered as a full or part-time employee, independent contractor, or otherwise during the period July 1, 2020 through June 30, 2021?

Yes                      No                      *If the answer is “yes”, please state the compensation received by you or the relative and his or her relationship to you and describe the services rendered.*

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Do you have a conflict of interest (as defined in the Policy) with respect to any transaction or arrangement to which the Corporation became a party during the period July 1, 2020 through June 30, 2021? For this purpose, a “transaction” includes a contract, loan, deposit, lease, rental, transfer of assets, purchase of goods or services, gifts, or other business dealings whether or not money payment is involved.

Yes                      No                      *If “yes”, describe the transaction, who was involved, and your interest in any entity so involved.*

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Do you have or did you have in the year ended June 30, 2021 a family relationship or business relationship with any director, officer, or employee of the Corporation?

Yes

No

*If “yes”, please describe the relationship.*

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List the for-profit and nonprofit and other entities of which you are an officer, director, principal, trustee, influential employee, or consultant. (Use a separate sheet, if necessary.)

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I have read and understand the Corporation’s Conflict of Interest Policy and agree to comply with it. I also understand that the Corporation is charitable and that, in order to maintain its federal tax exemption, it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

I hereby agree to report to the Board of Directors of the Corporation any other possible conflict of interest situation that might develop before completion of my next annual Declaration.

I execute this Declaration at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Position

# Learning Continuity and Attendance Plan Template (2020–21)

The instructions for completing the Learning Continuity and Attendance Plan is available at <https://www.cde.ca.gov/re/lc/documents/lrngcntntyatndncpln-instructions.docx>.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Suncoast Preparatory Academy	Shawna Macdonald, Principal	<a href="mailto:smacdonald@suncoastprep.org">smacdonald@suncoastprep.org</a> 760-630-4080

## General Information

[A description of the impact the COVID-19 pandemic has had on the LEA and its community.]

COVID-19 has increased the need for a homeschool program, however we were not able to enroll the number of students that registered due to the senate bills that have been passed. The school has over 700 students registered for the program, but the school is only able to accept and enroll 95. This has caused loss of teachers as well as office staff but to the reduced funding the school will be receiving.

## Stakeholder Engagement

[A description of the efforts made to solicit stakeholder feedback.]

In Spring of 2020 a survey was sent to all families via Google Forms. A plan is in place to resend a similar form within the month of October 2020.

A virtual town hall meeting will also be held via Zoom.

[A description of the options provided for remote participation in public meetings and public hearings.]

Remote participation will be available by using Google Forms for the survey and results. A virtual town hall will also be held using Zoom. Computers and mifi devices will be provided for students that need them to work virtually.

[A summary of the feedback provided by specific stakeholder groups.]

The survey results were listed in an email that is no longer active, attempts to retrieve survey data have not been successful.

[A description of the aspects of the Learning Continuity and Attendance Plan that were influenced by specific stakeholder input.]

Since all meetings are virtual currently, teachers have been meeting with families weekly via phone and Zoom to discuss educational concerns and options. Families are also communicating via email with teachers as well. Teachers are offering tutoring weekly to make sure that all students are receiving the best possible solutions for virtual learning.

# Continuity of Learning

## In-Person Instructional Offerings

[A description of the actions the LEA will take to offer classroom-based instruction whenever possible, particularly for students who have experienced significant learning loss due to school closures in the 2019–2020 school year or are at a greater risk of experiencing learning loss due to future school closures.]

Due to the fact that the school has multiple counties in which students reside, in-person instruction will only take place once a majority of the counties are off the state watch list to provide the safest environment for students, teachers, and families.

Once in-person instruction is deemed safe families will be able to choose if they want to meet in-person or continue to stay virtual for the remainder of the school year.

### Actions Related to In-Person Instructional Offerings [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
Many more computers were ordered to meet the need to student virtual learning.	\$2700	Y

## Distance Learning Program

### Continuity of Instruction

[A description of how the LEA will provide continuity of instruction during the school year to ensure pupils have access to a full curriculum of substantially similar quality regardless of the method of delivery, including the LEA's plan for curriculum and instructional resources that will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.]

Emails to all vendors were sent out to confirm that they will provide virtual learning for students to access. Teachers will be tutoring virtually at least 2 days per week to maintain student understanding of concepts.

### Access to Devices and Connectivity

[A description of how the LEA will ensure access to devices and connectivity for all pupils to support distance learning.]



Teacher have called and emailed all families to see if students need a computer or mifi device in order to participate in distance learning. Since all services are virtual we had to purchase more computers for meet the need. As of the 2<sup>nd</sup> week of school devices were being prepared by the IT department and devices will be distributed by the end of week 2.

## **Pupil Participation and Progress**

[A description of how the LEA will assess pupil progress through live contacts and synchronous instructional minutes, and a description of how the LEA will measure participation and time value of pupil work.]

Teachers will be meeting with families virtually via Zoom as well as collect weekly work samples in a google folder. By meeting weekly and collecting weekly samples the teachers are able see where the students need help and provide tutoring opportunities weekly.

## **Distance Learning Professional Development**

[A description of the professional development and resources that will be provided to staff to support the distance learning program, including technological support.]

The professional development plan is the find webinars on distance learning and how to be an effective distance learning teacher. Teachers will also be trained on how to assist students that have fallen behind and need additional help due to learning loss.

## **Staff Roles and Responsibilities**

[A description of the new roles and responsibilities of affected staff as a result of COVID-19.]

As staff has had to be reduced, teachers will have more responsibilities with tutoring, staff will also be meeting with families weekly instead of monthly, as it was in the past. Teachers are also having to tutor virtually using Zoom at least 2 days a week using a set schedule. With the loss of funds office staff have been reduced as well. This means teachers and the principal will be taking on more responsibilities and duties that they are not used to.

## **Supports for Pupils with Unique Needs**

[A description of the additional supports the LEA will provide during distance learning to assist pupils with unique needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness.]

Students with unique needs such as English learners have all been placed with a single teacher that is knowledgeable in providing services for those students. Students that are in foster care or homeless will have access to the counselor to discuss any concerns that they are having. With the pandemic all resources will need to be provided via phone or Zoom to limit contact.

## Actions Related to the Distance Learning Program [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
More tutoring by teachers	\$ 0.00	Y

## Pupil Learning Loss

[A description of how the LEA will address pupil learning loss that results from COVID-19 during the 2019–2020 and 2020–21 school years, including how the LEA will assess pupils to measure learning status, particularly in the areas of English language arts, English language development, and mathematics.]

To address pupil learning loss weekly tutoring and discussions with families is required. Teachers will be trained how to better assist students that have had learning loss, accommodations that can be made to curriculum, as well as how to help students catch-up or retain the information that they are missing from the previous year.

## Pupil Learning Loss Strategies

[A description of the actions and strategies the LEA will use to address learning loss and accelerate learning progress for pupils, as needed, including how these strategies differ for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils experiencing homelessness.]

Again, weekly tutoring and family meetings will help address most of the learning loss possibilities that most students are experiencing. For advanced cases the school counselor will be consulted on strategies to help these students as well.

## Effectiveness of Implemented Pupil Learning Loss Strategies

[A description of how the effectiveness of the services or supports provided to address learning loss will be measured.]

Based on benchmark testing that is assessed three times per year, the hope is that there will be continued growth in students throughout the school year.

## Actions to Address Pupil Learning Loss [additional rows and actions may be added as necessary]

Description	Total Funds	Contributing
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Weekly tutoring and monitoring	\$ 0.00	Y
Conversations with school counselor to discuss other strategies and possible talks with student	\$ 0.00	N

## Mental Health and Social and Emotional Well-Being

[A description of how the LEA will monitor and support mental health and social and emotional well-being of pupils and staff during the school year, including the professional development and resources that will be provided to pupils and staff to address trauma and other impacts of COVID-19 on the school community.]

To address mental health and Social/Emotional well-being the school counselor will be available to assist teachers and speak with students needing help. A webinar or virtual session will be made available to all teachers to address teacher mental health as well as student/family mental health and social/emotional well-being.

## Pupil and Family Engagement and Outreach

[A description of pupil engagement and outreach, including the procedures for tiered reengagement strategies for pupils who are absent from distance learning and how the LEA will provide outreach to pupils and their parents or guardians, including in languages other than English, when pupils are not meeting compulsory education requirements, or if the LEA determines the pupil is not engaging in instruction and is at risk of learning loss.]

There is weekly communication between teacher and family. This is to provide outreach and services. Students that are not meeting educational requirements will have to have a meeting with both the teacher and the principal to discuss the obstacles and strategies to become more successful. The counselor will also be contacted to provide any additional insight and strategies.

## School Nutrition

[A description of how the LEA will provide nutritionally adequate meals for all pupils, including those students who are eligible for free or reduced-price meals, when pupils are participating in both in-person instruction and distance learning, as applicable.]

We are identifying families in need and directing them to locations where meals are being distributed. In circumstances that the family is not able to be served an in-house action plan will be activated to help families and students in need.

## Additional Actions to Implement the Learning Continuity Plan [additional rows and actions may be added as necessary]

Section	Description	Total Funds	Contributing
School Nutrition	Finding locations for food distribution as well as creating an in-house action plan.	Unknown	Y

## Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Percentage to Increase or Improve Services	Increased Apportionment Based on the Enrollment of Foster Youth, English Learners, and Low-Income students
%	\$2700 plus any Nutrition action plan costs

### Required Descriptions

[For the actions being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the needs of these students.]

1. A plan is being put into place to assess the needs of low-income families, those that qualify for free & reduced lunch will be notified of locations they can receive help from. Students that are experiencing Social/Emotional or mental health concerns will be given strategies and monitored by teaching staff, principal, and counselor. Weekly meetings will allow all parties to assess the student's progress and areas of need.
2. The above strategies will be effective since there is weekly communication, teachers will be given training on strategies to help with all their students. By providing professional development the teacher's become more knowledgeable and are able to assist families better. Weekly meetings also help address the concerns much quicker than the monthly meetings that occurred in the past.

[A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.]

Services being increased would be weekly meetings with the teacher to discuss any concerns or areas of struggle. Also, professional development to provide strategies for teachers, parents, and students will be beneficial to all stake holders. By increasing knowledge, the

parents and students have access to more strategies that can benefit them. Creating an action plan for free & reduced lunch with locations for food distribution or other available services will benefit those in need as well.

## **NARIMAN (Nari) HADHOUD**

27835 Ruisenor  
Mission Viejo, CA 92692

714-200-7575  
Nariman7575@gmail.com

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### **STRATEGIC BUSINESS DEVELOPMENT | MBA**

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Highly accomplished, sales generating business development professional possessing a proven ability to plan and execute business development, sales, marketing and PR strategies that leads to new client acquisition and existing account retention. Experienced with: Construction Management, Budgeting, Forecasting, & Planning, Account Acquisition & Retention, Customer Relationship Management, Prospecting & Lead Generation.

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### **PROFESSIONAL EXPERIENCE**

#### **Project Management and Increased Revenues**

- Played key role in the launch of company's new office locations by quantifying and qualifying new, un-penetrated markets. Oversaw construction projects at multiple locations delivered within scope and budget.
- Deliver construction and project management on tenant improvements and lead certified projects. Coordinated with building ownership, municipalities, and sub-contractors to deliver completed projects within budget.
- Increased customer base by 40% in multiple territories and gross profits by approximately 50% due to marketing and media outreach campaigns equaling approximately \$8 million.
- Eliminated marketing budget waste by utilizing regression analysis statistical tool that saved the company \$200,000 annually.

#### **Marketing and PR Strategies**

- Plan and carry out direct marketing and sales activities. Design, implement, and facilitate annual marketing and business plan development. Engaged in marketing campaigns from conceptual stage design through implementation.
- Renovated company website that had a strategic focus on a social networking, promotional marketing, and current industry information.
- Establish relationships in target markets through hosting community seminars, advertising campaigns, direct mailers, health fairs and luncheons with referral sources such as physicians and health plans to encourage new business and increase overall sales.
- Strong dedication to analytical modeling that tracks results over time. Develop & administer web-based client referral tracking tool that measures performance and sales, as well as track referral sources.

#### **Business Operations and Personnel Management**

- Coordinated personnel management activities that include training, supervising, and directing marketing sales representatives to carry out business objectives.
  - Created and revised client's financial plan packages and discount programs through creative financing options, which resulted in opportunities to expand existing business.
- 

### **EMPLOYERS**

- **NariMoe LLC**, Owner, Mission Viejo, CA (2019-Present)
  - **Eco Pros, LLC**, Project Coordinator, Thousand Oaks, CA (2012 – 2019)
  - **AEF Consulting, Engineering & Construction, Inc.**, Development Manager, Redondo Beach (2009-2012)
  - **Pacific Reproductive Center**, Director of Business Development, Torrance, CA (2005 – 2009)
  - **Advanced Medical Analysis Laboratory**, Account Executive, Monrovia, CA (2004 – 2005)
  - **California State Assembly**, Senior Field Representative, Costa Mesa, CA (1997 – 2004)
- 

### **EDUCATION**

- **Masters of Business Administration - Executive Programs**  
Gradziadio School of Business, Pepperdine University, CA (August 2009)
- **Bachelor of Arts degree, Political Science**  
California State University, Fullerton, CA (May1998)



National  
University  
System

# INVOICE

11355 North Torrey Pines Road  
La Jolla, CA 92037-1011

**INVOICE NO.**  
**DATE**

NUAHS-FY20 06.20 REVISED  
August 14, 2020

**TO:** National University Academy  
Homeschool/Independent Study Orange County  
ATTN: Kimberleigh Kopp  
27192 Jeronimo Rd  
Mission Viejo, CA 92692  
(760) 630-4080

**PAYMENT TERMS**  
Due on receipt

DESCRIPTION	AMOUNT	Percentage	TOTAL
Payroll and benefits processed and paid by NUS			17,259.49
Accounts payable processed and paid by NUS			
WAISMAN CONSULTING			16,373.00
DISCOVERY OF LEARNING			8,133.00
VIVE ENRICHMENT ACADEMY			5,422.80
ATHLETES IN MOTION INSTITUTE INC.			5,021.25
WINNER CIRCLE ATHLETICS LLC			3,780.00
All other vendor payments			17,194.61
NUS fee at 5% of revenues	87,973.47	5%	4,398.68
Less: miscellaneous credits			
Subtotal			77,582.83
<b>TOTAL DUE</b>			<b>\$77,582.83</b>

**Account Statement and Aging (Please note: payments applied to oldest balance first)**

Balance	Current	30	60	90	120+
\$503,954.56	77,582.83	154,648.65	90,486.43	181,236.65	0.00

Payments received in current month: \$50,000.00

Please make all checks payable to: **System Management Group**  
**ATTN: Accounting Dept.**  
11355 North Torrey Pines Rd., La Jolla, CA 92037

**NUA Homeschool/Independent Study Orange County Vendor Detail**

<b>Journal Date</b>	<b>Vendor Name</b>	<b>Vchr Line Descr</b>	<b>Invoice</b>	<b>Check #</b>	<b>Amount</b>
2020-06-30	ALLOCATE CENTRAL OFFICE	Allocation of June central office expenses			(2,596.57)
2020-06-03	ATHENA ADVANCED SOLUTIONS LLC	SET UP FEES	1920-0034	0001363349	(2,500.00)
2020-06-03	BEAUTIFUL FEET BOOKS INC.	CURRICULUM	11917	0001363351	(308.93)
2020-06-03	BEAUTIFUL FEET BOOKS INC.	CURRICULUM	11924	0001363351	(243.72)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	OCT 2019	001	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	OCT 2019	002	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	OCT 2019	003	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	OCT 2019	004	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	OCT 2019	005	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	OCT 2019	006	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	OCT 2019	007	0001363466	(196.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	NOV 2019	008	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	NOV 2020	009	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	NOV 2019	010	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	NOV 2019	011	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	NOV 2019	012	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	NOV 2019	013	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	NOV 2019	014	0001363466	(28.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	DEC 2019	015	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	DEC 2019	016	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	DEC 2019	017	0001363466	(224.00)
2020-06-10	BEYOND TODAY SPORTS INSTITUTE LLC	DEC 2019	018	0001363466	(196.00)
2020-06-17	BRAVE WRITER LLC	CURRICULUM	43660206	0001363683	(239.90)
2020-06-03	CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT	ADMIN FEE	100000016047485	0001363353	(500.00)
2020-06-03	CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT	ADMIN FEE	100000016047486	0001363353	(500.00)
2020-06-03	CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT	ADMIN FEE	100000016047487	0001363353	(500.00)
2020-06-01	CHARTER SCHOOL MANAGEMENT CORPORATION	JUN 2020	39543	0001363310	(1,680.00)
2020-06-17	CM SCHOOL SUPPLY	CURRICULUM MATERIALS	003406253-0	0001363690	(74.32)
2020-06-10	CM SCHOOL SUPPLY	CURRICULUM MATERIALS	003406256-0	0001363476	(36.93)
2020-06-17	CODY'S KEYBOARD CLUB	MAY 2020	43663403	0001363691	(120.00)
2020-06-17	CODY'S KEYBOARD CLUB	MAY 2020	43663404	0001363691	(120.00)
2020-06-24	GALINA EROSHKINA	MAY 2020	7	0001363828	(240.00)
2020-06-17	HANVEY FAMILY CORPORATION	FEB 2020	Rlimon220	0001363716	(154.00)
2020-06-10	JENNA HARLINE	MAY 2020	3	0001363500	(50.00)
2020-06-17	JENNIFER L PROFFIT	MAY 2020	1025	0001363721	(200.00)
2020-06-30	JPM CHASE	JPM c/c receipts reclass			(2,072.20)
2020-06-17	LAKESHORE LEARNING		4129170520	0001363727	(47.90)
2020-06-17	LAKESHORE LEARNING	CURRICULUM MATERIALS	4129310520	0001363727	(306.79)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4408100520	0001363372	(43.60)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4409870520	0001363372	(561.60)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4411750520	0001363372	(505.05)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4412330520	0001363372	(202.54)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4412510520	0001363372	(173.20)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4413990520	0001363372	(695.43)
2020-06-17	LAKESHORE LEARNING	CURRICULUM MATERIALS	4753330520	0001363727	(496.91)
2020-06-17	LAKESHORE LEARNING	CURRICULUM MATERIALS	4754640520	0001363727	(518.99)
2020-06-17	LAKESHORE LEARNING	CURRICULUM MATERIALS	4755680520	0001363727	(197.00)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4757510520	0001363372	(55.91)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4757800520	0001363372	(316.60)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4778340520	0001363372	(71.16)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4778360520	0001363372	(72.98)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4778410520	0001363372	(50.47)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4778480520	0001363372	(129.88)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4778520520	0001363372	(121.49)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4778740520	0001363372	(247.45)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4780740520	0001363372	(85.90)
2020-06-03	LAKESHORE LEARNING	CURRICULUM MATERIALS	4809830520	0001363372	(92.66)
2020-06-10	LAKESHORE LEARNING	CURRICULUM MATERIALS	4814510520	0001363510	(12.37)
2020-06-10	LAKESHORE LEARNING	CURRICULUM MATERIALS	4815060520	0001363510	(50.08)
2020-06-10	LAKESHORE LEARNING	CURRICULUM MATERIALS	4817150520	0001363510	(152.10)
2020-06-17	LAKESHORE LEARNING	CURRICULUM MATERIALS	5064720520	0001363727	(214.74)
2020-06-03	MOSS ADAMS LLP	2018 EXEMPT RETURNS	102053127	0001363380	(1,000.00)
2020-06-19	MUSICK, PEELER & GARRETT LLP	APR 2020	353860	0001363920	2,033.47
2020-06-19	MUSICK, PEELER & GARRETT LLP	APR 2020	353860	0001363920	2,033.46
2020-06-17	OFFICE DEPOT - ACCT 16357859	SUPPLIES	473961808001	0001363740	(41.29)
2020-06-17	OFFICE DEPOT - ACCT 16357859	SUPPLIES	484054109001	0001363740	(15.98)
2020-06-17	OFFICE DEPOT - ACCT 16357859	SUPPLIES	484054455001	0001363740	(36.92)
2020-06-17	OFFICE DEPOT - ACCT 16357859	CR INV# 4833518567001	486210159001	0001363740	21.16
2020-06-03	OFFICE DEPOT - ACCT 16357859	SUPPLIES	489386464001	0001363384	(53.40)
2020-06-03	OFFICE DEPOT - ACCT 16357859	SUPPLIES	489388739001	0001363384	(21.85)
2020-06-10	OFFICE DEPOT - ACCT 16357859	SUPPLIES	490065971001	0001363523	(12.16)
2020-06-10	OFFICE DEPOT - ACCT 16357859	SUPPLIES	490066505001	0001363523	(172.24)
2020-06-10	ORANGE CNTY DEPT OF EDUCATION	JAN-MAR 2020	94NI4494	0001363602	(630.36)
2020-06-10	ORANGE CNTY DEPT OF EDUCATION	OVERSIGHT FEE	94NI4814	0001363602	(4,390.89)
2020-06-03	OUTSCHOOL INC	CURRICULUM	18273	0001363386	(180.00)
2020-06-10	OUTSCHOOL INC	CURRICULUM	18752	0001363527	(6.00)
2020-06-17	OUTSCHOOL INC	CURRICULUM	19193	0001363742	(12.00)
2020-06-24	OUTSCHOOL INC	CURRICULUM	19474	0001363852	(40.00)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2931709	0001363531	(158.09)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2931738	0001363531	(146.16)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2933143	0001363531	(184.31)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2933447	0001363531	(685.94)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2933448	0001363531	(74.17)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2933451	0001363531	(176.18)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2933490	0001363531	(256.83)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2933862	0001363531	(259.52)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2933888	0001363531	(211.63)



**NUA Homeschool/Independent Study Orange County Vendor Detail**

2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2933904	0001363531	(126.65)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2933948	0001363531	(772.75)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2934854	0001363531	(81.59)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2935521	0001363531	(143.52)
2020-06-10	RAINBOW RESOURCE CENTER INC	CURRICULUM MATERIALS	2935522	0001363531	(50.68)
2020-06-03	SAPHIRA EDUCATION ASSOCIATES LLC	CONFERENCE CALL	2057	0001363398	(120.00)
2020-06-10	SARINA DAVENPORT	MAY 2020	0520	0001363538	(360.00)
2020-06-17	SCHOOL PATHWAYS LLC	MAY 2020	65026	0001363754	(1,076.87)
2020-06-17	SEASHORE ACADEMY	MAY 2020	119	0001363652	(7,203.00)
2020-06-17	SEASHORE ACADEMY	MAY 2020	120	0001363652	(8,220.00)
2020-06-24	SEASHORE ACADEMY	APR 2020	121	0001363863	(950.00)
2020-06-17	SINGAPORE MATH INC.	CURRICULUM	352224	0001363760	(131.46)
2020-06-17	SINGAPORE MATH INC.	CURRICULUM	352225	0001363760	(209.04)
2020-06-10	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446467512	0001363578	(28.30)
2020-06-10	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446467513	0001363578	(28.86)
2020-06-10	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446467515	0001363578	(17.55)
2020-06-10	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446467516	0001363578	(11.12)
2020-06-10	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446467517	0001363578	(94.27)
2020-06-10	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446467519	0001363578	(103.18)
2020-06-10	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446467520	0001363578	(25.42)
2020-06-10	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446467521	0001363578	(134.43)
2020-06-10	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446467522	0001363578	(76.16)
2020-06-10	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446467523	0001363578	(81.87)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792546	0001363763	(45.46)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792547	0001363763	(38.83)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792548	0001363763	(43.28)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792549	0001363763	(2.30)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792550	0001363763	(4.08)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792551	0001363763	(6.35)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792552	0001363763	(15.60)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792553	0001363763	(9.92)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792554	0001363763	(133.52)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792555	0001363763	(4.19)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792556	0001363763	(23.60)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792558	0001363763	(149.65)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792559	0001363763	(19.80)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792560	0001363763	(153.22)
2020-06-17	STAPLES BUSINESS ADVANTAGE - 1023216	SUPPLIES	3446792561	0001363763	(4.52)
2020-06-17	THE ARBOR LEARNING COMMUNITY	SPRING 2020	NUAAspr2020	0001363766	(625.00)
2020-06-03	THE CRITICAL THINKING CO.	CURRICULUM	142189A	0001363410	(281.92)
2020-06-17	THE RUSSIAN SCHOOL OF MATHEMATICS	APR 2020	NUA-005	0001363768	(166.50)
2020-06-03	VIVE ENRICHMENT ACADEMY	FEB 2020	NUA 2/2-2020	0001363336	(1,786.00)
2020-06-03	VIVE ENRICHMENT ACADEMY	FEB 2002	NUA-2/1-2020	0001363336	(1,800.00)
2020-06-03	VIVE ENRICHMENT ACADEMY	FEB 2020	NUA-2/3-2020	0001363336	(1,798.00)
2020-06-03	VIVE ENRICHMENT ACADEMY	FEB 2020	NUA-2/4-2020	0001363336	(2,749.00)
					<hr/>
					<b>(55,924.66)</b>



National  
University  
System

# INVOICE

11355 North Torrey Pines Road  
La Jolla, CA 92037-1011

**INVOICE NO.**  
**DATE**

NUAHS-FY20 FINAL  
September 4, 2020

**TO:** National University Academy  
Homeschool/Independent Study Orange County  
ATTN: Kimberleigh Kopp  
27192 Jeronimo Rd  
Mission Viejo, CA 92692  
(760) 630-4080

**PAYMENT TERMS**  
Due on receipt

DESCRIPTION	AMOUNT	Percentage	TOTAL
Payroll and benefits processed and paid by NUS			(4,724.86)
Accounts payable processed and paid by NUS			
VIVE ENRICHMENT ACADEMY			4,328.00
GALINA EROSHKINA			240.00
COASTAL MUSIC STUDIOS			140.00
All other vendor payments			(3,895.96)
NUS fee at 5% of revenues	0.00	5%	0.00
Less: miscellaneous credits			
Subtotal			(3,912.82)
<b>TOTAL DUE</b>			<b>-\$3,912.82</b>

**Account Statement and Aging (Please note: payments applied to oldest balance first)**

Balance	Current	30	60	90	120+
\$500,041.74	(3,912.82)	77,582.83	154,648.65	90,486.43	181,236.65

*No payments received in current month*

Please make all checks payable to: **System Management Group**  
**ATTN: Accounting Dept.**  
11355 North Torrey Pines Rd., La Jolla, CA 92037

**NUA Homeschool/Independent Study Orange County Vendor Detail**

<b>Journal Date</b>	<b>Vendor Name</b>	<b>Vchr Line Descr</b>	<b>Invoice</b>	<b>Amount</b>
2020-06-30	ALLOCATE CENTRAL OFFICE			3,895.96
2020-07-08	COASTAL MUSIC STUDIOS	CURRICULUM	4411	(140.00)
2020-07-15	GALINA EROSHKINA	FEB 2020	3	(240.00)
2020-07-15	VIVE ENRICHMENT ACADEMY	MAR 2020	NUA 3/2-2020	(800.00)
2020-07-15	VIVE ENRICHMENT ACADEMY	MAR 2020	NUA-3/1-2020	(1,900.00)
2020-07-15	VIVE ENRICHMENT ACADEMY	MAR 2020	NUA-3/3-2020	(1,628.00)
				<b>(4,708.00)</b>

CERTIFICATE OF AMENDMENT  
OF  
ARTICLES OF INCORPORATION  
OF  
NATIONAL UNIVERSITY ACADEMY HOME SCHOOL AND INDEPENDENT  
STUDY-ORANGE COUNTY

The undersigned certifies that:

1. They are the president and the secretary, respectively, of National University Academy Home School and Independent Study – Orange County, a California non-profit public benefit corporation.
2. Article 2 of the Articles of Incorporation of this corporation is amended to read as follows:

“The name of this corporation is SUNCOAST PREPARATORY ACADEMY.”
3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

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

\_\_\_\_\_  
Kimberleigh Kopp, President

\_\_\_\_\_  
Denise Dreher, Secretary

# **ROOM USE AGREEMENT**

## **BETWEEN**

**Mission Viejo Christian Church and Suncoast Preparatory Academy. Mission Viejo Christian Church, a California corporation, hereinafter referred to as "MVCC" and the authorized representatives of Suncoast Prep. Academy, a California non-profit corporation, hereinafter referred to as "SPA" have agreed to the following terms under which SPA may use a portion of MVCC premises for a non-profit education program.**

- 1. RELATIONSHIP:** The use by SPA, of the premises described shall be as a permittee, not as a tenant, lessee, or invitee. SPA shall indemnify MVCC for any claims arising out of its employees', or invitees' use of MVCC facilities.
- 2. PREMISES AND HOURS:** SPA requires use of rooms 222, 226 and 227 two days per week (TBD) from 8:00AM to 4:00PM from the beginning of the school year 2020 through June 4, 2021. (exact start dates tbd). The portions of MVCC property that SPA is permitted to use under the provisions hereof are:
  - a.** The classrooms include rooms 222, 226 and 227. SPA may use removable dividers to divide rooms into smaller spaces. Room 227 will be used primarily for SPA copier, teacher prep and restroom usage. No students are allowed in this room.
  - b.** The restrooms upstairs in Building One will be available for use by SPA.
  - c.** Designated Locked cabinet(s) and specific cupboards in each of the rooms will be available for use by SPA. There are additional cabinets available in Room 226. MVCC is not responsible for damage to or theft of items left on the premises.
  - d.** SPA personnel shall park in the parking lot of MVCC where permitted. All SPA staff and parents must abide by the MVCC campus traffic flow. MVCC will provide SPA with a traffic flow map.
  - e.** Upon pre-scheduling, SPA may use the outdoor playground located near Building One for lunchtime and enclosed outside play.
  - f.** SPA may have the use of one room (fellowship or classroom) for 2 additional days throughout the year for no additional fee for testing and registration needs with a 4 week advance request in writing. Additional days will be charged separately depending on number of hours. Monthly board meetings are to be submitted 30 days in advance.
  - g.** Use of any other facility needs for testing or registration dates and times must be coordinated with MVCC.
  - h.** SPA will have access to the photocopy machine located in Building One for instructional use of SPA. Access will include a passcode to machines. (7777) A quarterly invoice will be sent to SPA that includes usage and fees. SPA agrees to supply their own photocopy paper that may be kept on MVCC premises.

3. **PERIOD OF USE:** The period of use covered by this agreement shall be for the start of school 2020. It is understood that SPA staff may have access at the discretion of the Liaison Appointee, to the premises of MVCC for preparation for the school year prior to the school start date. The terms of this agreement shall go into effect immediately upon execution of this agreement. An annual agreement shall be negotiated for each school year.
4. **CONTRIBUTION:** To help cover the costs of supplies, utilities, and facility maintenance, SPA shall make a monthly contribution to MVCC payable on the first day of each calendar month, August through June, inclusive. For the 2020-2021 school year the contribution shall be at the rate of Two Thousand Dollars (\$2,000) per month.
  - a. SPA agrees to rollover the \$500 deposit provided from school year 2014-2015 to MVCC as the deposit for the 2020-2021 school year.
  - b. All payments are to be made payable to "Mission Viejo Christian Church".
  - c. SPA and MVCC shall both file appropriate tax exemption applications. Should MVCC become subject to taxation by reason of this agreement or by the relationship of SPA to MVCC, SPA does hereby agree to indemnify MVCC from any claims for such taxes, except when such claims arise from failure by MVCC to file properly. SPA agrees to promptly, upon demand, pay any taxes related to the operation of SPA on behalf of MVCC. SPA shall file appropriate county property tax exemption applications and pay all taxes and assessments relating to personal property of SPA.
5. **TERMINATION:** Either party may terminate this agreement upon ninety 90 days written notice to the other party. It is the intent of the parties that termination except for cause will be at the end of a school year. Upon termination, SPA shall promptly vacate the premises and shall comply with the maintenance and repair obligations of this agreement. MVCC agrees to give SPA ninety (90) days from notice of termination to collect and remove SPA property (all property owned by SPA, which is neither a fixture nor real property). It is further agreed that:
  - a. SPA has no rights in the real property where the facilities are located beyond those specifically enumerated in this agreement.
  - b. SPA shall not be entitled to damages as a result of condemnation or destruction by any public authority of the facilities or other church property. On the happening of any such condemnation or destruction, this agreement and any SPA rights shall immediately terminate.
  - c. SPA is prohibited from assigning or subletting its rights under this agreement.
6. **CONDITIONS:** SPA understands MVCC currently has use of all designated rooms, as well as the cabinets in rooms 222, 226 & 227.

- a. SPA will respect the premises used by MVCC. All access to rooms shall be through the main entrance of Building One. Staff and students of SPA will refrain from walking through the playground area or any licensed area where MVCC programs are in session. All gates will be kept closed.
  - b. No more than twenty-five (25) children shall occupy rooms a classroom at one time. (Please follow new COVID requirements).
  - c. SPA agrees to leave the spaces they use tidy and picked-up, and to leave furnishings as found. SPA shall empty any receptacles containing food residue into the dumpster prior to leaving the premises. SPA is responsible for turning off lights, A/C and appliances, properly securing and testing doors and windows, and following other room instructions. SPA is responsible for leaving the facility in good order and promptly repairing any damage attributable to SPA usage.
  - d. No fundraising activities may be conducted on MVCC premises. Posting of fundraising information in the premises used by SPA and distribution of fundraising information to parents or students of SPA within those premises shall not be considered a fundraising activity for purposes of this restriction.
7. **JANITORIAL SERVICE:** Janitorial services shall be performed in the evening after SPA hours of operation so as not to impede on use of rooms.
  8. **INSURANCE:** SPA is to maintain insurance coverage as follows:

Bodily injury per person	\$2,000,000
Bodily injury per occurrence	\$2,000,000
Property damage	\$2,000,000

Such insurance shall cover all programs sponsored by SPA and MVCC shall be named as a Certificate Holder. A copy of all applicable insurance policies shall be provided to MVCC for review and approval.

**LIAISON:** MVCC shall establish a Liaison Appointee between SPA and MVCC.
  9. **CHANGES TO MVCC PROPERTY AND FACILITIES:** There will be no changes to MVCC property or facilities without approval by MVCC. Acceptance of gifts to SPA that require dedicated space on MVCC property must receive prior written approval from MVCC. The MVCC Liaison Appointee must approve any SPA signage.

10. **KEYS AND ADDENDUMS:** SPA acknowledges receipt of the following which shall be deemed part of this agreement:  
Campus Traffic Flow Map  
Facility Use Maintenance Responsibilities  
#of Keys
11. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between MVCC and SPA. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

**RECEIPT OF AGREEMENT:** The undersigned SPA and MVCC representatives have read and understand this Agreement.

**SUNCOAST PREPARATORY ACADEMY**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**MISSION VIEJO CHRISTIAN CHURCH**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**RIVERSIDE COUNTY SUPERINTENDENT OF SCHOOLS**

3939 Thirteenth Street  
Riverside, California 92501

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
FOR PARTICIPATION IN  
THE CENTER FOR TEACHING INNOVATION INDUCTION PROGRAM  
School of Education  
2020-2023**

This three (3) year MOU/Agreement is entered into by and between **Riverside County Superintendent of Schools**, hereinafter referred to as “SUPERINTENDENT,” and **Suncoast Preparatory Academy**, hereinafter referred to as “EMPLOYING AGENCY”.

**RECITALS**

SUPERINTENDENT sponsors a Commission on Teacher Credentialing (CTC) accredited program for the General Education Induction Program and Clear Education Specialist Induction Program and is authorized to recommend Clear Credentials for program completers. The Center for Teacher Innovation (CTI) is SUPERINTENDENT’S facilitator of its teacher induction programs.

**NARRATIVE**

The purpose of this MOU/Agreement is to establish a formal working relationship between the Parties to this MOU/Agreement: and to set forth the operative conditions, which will govern this partnership. SUPERINTENDENT and EMPLOYING AGENCY will form a partnership in providing and coordinating services as part of the Center for Teacher Innovation Induction Program, hereafter referred to as SUPERINTENDENT’S CTI Induction Programs, the program sponsor for the Riverside County Office of Education’s Center for Teacher Innovation Induction Programs (CTI Induction Program).

Each new participating teacher (Candidate) is embarking on a professional development journey in this next phase of their teaching career. The intent of induction is to support and develop new teachers during their first years in the profession leading to increased competence and retention. With a trained Reflective Coach, who functions as a mentor/teacher, the Candidate will reflect on their teaching practice and student learning. Each Candidate will meet an average of one hour per week with their Reflective Coach, engage in reflective conversations and classroom observations, and receive high impact feedback.

All induction activities are embedded completely in each Candidate’s current teaching assignments, and thus are intended to solely enhance each Candidate’s professional experience and growth. The induction process, a carefully thought out and systematic approach to teacher development, is also inherently individualized.

The Center for Teacher Innovation’s Teacher Induction Program will authentically facilitate and enhance supportive and meaningful professional growth experiences for all teachers participating in the program.

**AGREEMENTS**

1. **TERM:** The term of this MOU/Agreement shall be from **July 1, 2020** through **June 30, 2023** for a total of three (3) school years. Either Party may discontinue this MOU/Agreement by giving written notice eight (8) months in advance of the final date of this partnership.

2. **SERVICES:**

**EMPLOYING AGENCY agrees to:**

- A. EMPLOYING AGENCY agrees to participate in SUPERINTENDENT'S CTI Induction Programs for each of EMPLOYING AGENCY'S eligible Candidates. EMPLOYING AGENCY will be responsible to pay the annual enrollment/participation fee, program facilitation fee, and any applicable CTI provided Reflective Coach fees to SUPERINTENDENT for each enrolled Candidate each program year.

Each Candidate must complete an online enrollment form each program year of this MOU/Agreement and be fully eligible to officially participate in SUPERINTENDENT'S CTI Induction Programs.

B. EMPLOYING AGENCY further agrees to:

1. Appoint an authorized designee to fulfill EMPLOYING AGENCY'S designated Agency Representative (AR) role for participating teachers (Candidates) and Reflective Coaches enrolled in SUPERINTENDENT'S CTI Induction Program.
  - a. Identify and notify SUPERINTENDENT of all eligible Candidates to be enrolled in the CTI services as described by the state guidelines and CTI.
  - b. Identify all school sites with CTI Induction eligible Candidates and distribute CTI provided program information to all site administrators within EMPLOYING AGENCY.
  - c. Communicate regularly with SUPERINTENDENT'S assigned program manager.
  - d. Attend quarterly Agency Representative Meetings throughout each program year of this MOU/Agreement.
  - e. Require attendance of all candidates and AR's at an annual New Teacher Induction Orientation Meeting held at the beginning of each program year of this MOU/Agreement.
2. Carefully select and hire highly qualified and exemplary experienced teachers as Reflective Coach(es) to perform as an exceptional professional role model for each EMPLOYING AGENCY'S enrolled Candidate assigned, who will meet the following criteria.

Possess:	Description:
	A California Clear and/or Level II Teaching Credential.
	A minimum of 3 years of exemplary teaching experience within an accredited (K-12) California school for students.
	Relevant knowledge of the context and culture of their assigned Candidate(s).
	Experience with teacher development and adult learning theory.
Demonstrate:	Description:
	Expert Instructional practice as verified through administrative evaluation.
	Resourcefulness in meeting beginning teacher needs.
	A commitment to professional learning.
	Student-centered approach to professional practice.
	Instructional strategies for differentiation and equity relative to diversity and student achievement.

3. Monitor the effectiveness of each qualified EMPLOYING AGENCY Reflective Coach actively participating in the CTI Induction Program. Affirm that each Reflective Coach has fulfilled all program responsibilities before issuance of final stipend payment.
4. Provide each EMPLOYING AGENCY selected Reflective Coach the opportunity to participate in Reflective Coach Professional Learning Sessions provided by SUPERINTENDENT'S CTI Induction Program.
5. Provide CTI enrolled Candidates opportunities for one-to-one or small group consultations between Reflective Coach(es) and Candidate(s).
6. Provide materials and informational support to EMPLOYING AGENCY'S site administrators related to their role in supporting the Induction process for officially enrolled Candidates at their site.
7. Monitor the progress and completion, each program year of this MOU/Agreement, of all Candidates and Reflective Coaches.
8. Understand that the recommendation for the Clear Credential for all eligible Candidates will be processed by SUPERINTENDENT for each Candidate who has met all Clear Credential requirements upon receipt of each Candidate's "Request for Clear Credential Recommendation" form; EMPLOYING AGENCY'S full payment of each enrollment/participation fee on behalf of the Candidate, if applicable; and the required Candidate paid Clear Credential recommendation fee.

**SUPERINTENDENT agrees to:**

- A. Provide the CTI Induction Program's proprietary system of support and individualized learning to the participating teachers (Candidates) with Preliminary General Education, Preliminary Education Specialist, and/or Level 1 Education Specialist teaching credentials as they fulfill the requirements of the California Clear Credential for general education and/or special education teachers. The customized CTI induction program includes:
  1. Access to a Learning Management System (LMS) that promotes and supports 21<sup>st</sup> century learning
  2. Focus on the implementation of the California Standards and the California Standards for Teaching Profession.
  3. Support for the Candidates in designing and implementing equitable and inclusive learning environments which strive to minimize bias in classrooms, while using culturally responsive pedagogical practices.
- B. Provide appropriate staff to operate and administer the programs.
- C. To promote the professional practice and well-being of Candidates as they work with carefully selected and trained Reflective Coaches. In this relationship Candidates and Reflective Coaches will build upon their professional knowledge and teaching skills and will demonstrate their abilities to enhance the academic achievement and overall growth of students.
- D. Establish, coordinate, and provide initial and ongoing Reflective Coach Professional Learning sessions for all officially enrolled Reflective Coaches. This training will focus on the specific coaching skills needed to support the unique needs of the enrolled Candidates. This will include techniques that enhance reflective conversations, constructive feedback, and observation of instruction.
- E. Provide EMPLOYING AGENCY with recruiting materials to inform prospective teaching Candidates that EMPLOYING AGENCY is offering/providing a CTC accredited Teacher Induction Program for the new teaching Candidates to enroll in and participate.

- F. Appoint a CTI Program Manager with sufficient FTE (full-time-equivalency) to fulfill the Program Manager roles and responsibilities for the actual numbers of Candidates and Reflective coaches participating in the CTI Induction Program.
- G. Carry out all Commission on Teacher Credentialing (CTC) required accreditation activities, including but not limited to:
  - 1. Payment of all CTC Accreditation Fees Annually
  - 2. Submission of Biennial Reports
  - 3. Submission of Program Assessment Documents
  - 4. Preparation for and Facilitation of CTC Site Accreditation Visits
  - 5. Participate in Program Evaluation and State Reviews
- H. Provide designated staff (CTI program manager) to facilitate program implementation through regular communication with EMPLOYING AGENCY'S authorized Agency Representative (AR)
- I. Convene multiple Governance Team Meetings and quarterly Agency Representative Meetings as well as develop other administrative processes as provided for in the program description.
- J. Provide opportunities for each Candidate and Reflective Coach to earn low cost university professional learning credits for program participation through specific partnering institutions of higher education each program year of this MOU/Agreement.
- K. Provide opportunities for each Candidate to earn low cost university units towards a Master's Degree through specific partnering institutions of high education each program year of this MOU/Agreement
- L. Establish and maintain accurate records and reports, which include the following:
  - 1. Program required annual online enrollment form for each Candidate and each Reflective Coach.
  - 2. Copies of all formative assessment completion records of participation for each Candidate and each Reflective Coach.
  - 3. Teacher Induction Program Completion Requirements document upon completion of each year of the CTI Induction Program.
  - 4. Maintenance of an information management system for program completion, credential, and all enrollment/participation fees tracking of each Candidate.
- M. Monitor the progress and completion, each program year of this MOU/Agreement, of all Candidates and Reflective Coaches.
- N. Provide EMPLOYING AGENCY access to and reports from the CTI information management system for EMPLOYING AGENCY to monitor enrollment and completion progress of each of its Candidates and Reflective Coaches officially enrolled in the CTI Induction Program each program year of this MOU/Agreement.
- O. Provide advisement and assistance to each officially enrolled Candidate to ensure their knowledge of all processes and requirements to be eligible for their California Clear Credential recommendation.
- P. Submit to the CTC the recommendation for the Clear Credential for all eligible Candidates who have met all Clear Credential requirements upon receipt of each Candidate's "Request for Clear Credential Recommendation" form; EMPLOYING AGENCY'S full payment of all enrollment/participation fees on behalf of the Candidate, if applicable; and the required Candidate paid Clear Credential recommendation fee.
- Q. Provide for EMPLOYING AGENCY, the CTC, and California Department of Education (CDE) all accreditation report documents and other information requested on all matters related to the CTI Induction Program's requirements and activities.

R. Provide program activities such as:

1. Institutional Advisory Committee Meetings.
2. CTI Governance Team and Program Unit meetings.
3. New Teacher Induction Orientations.
4. Reflective Coach Professional Learning Sessions.
5. Agency Representative Meetings.
6. End-of-the-year Colloquium.

S. In the event that EMPLOYING AGENCY is unable to provide a Reflective Coach each program year of this MOU/Agreement for an officially enrolled candidate, SUPERINTENDENT will hire, assign, monitor, and pay a Reflective Coach using the same criteria outlined in section 2(B)(2) of EMPLOYING AGENCY'S responsibilities. SUPERINTENDENT will be reimbursed by EMPLOYING AGENCY for any and all CTI Induction Program provided Reflective Coaches according to the rates reflected in **Appendix A, Program Enrollment Fee Schedules.**

3. **QUALIFICATIONS:** EMPLOYING AGENCY and all of EMPLOYING AGENCY'S employees or agents shall secure and maintain in force such licenses and permits that are required by law and/or employer, in connection with the furnishing of materials, supplies, or services herein listed.

4. **PAYMENT:** Each program year of this MOU/Agreement, SUPERINTENDENT will collect annual enrollment/participation fees directly from EMPLOYING AGENCY for *all* Candidate(s) of EMPLOYING AGENCY enrolled each program year of this MOU/Agreement in SUPERINTENDENT'S CTI Induction Programs. EMPLOYING AGENCY agrees to pay SUPERINTENDENT at the rates reflected on the table contained in **Appendix A.** The following conditions shall also apply:

- A. If a Candidate's status changes from "Active" to "Inactive" at any time during enrollment in their enrolled program year, the Program Facilitation Fee and any applicable CTI Provided Reflective Coach Fee for the candidate will be pro-rated according to the **Appendix B, Prorated Program Enrollment Fee Schedules.** SUPERINTENDENT agrees to charge all applicable prorated fees per Candidate this applies to which EMPLOYING AGENCY agrees to pay. The proration fee schedules apply to all blended and online enrolled Candidates.
- B. SUPERINTENDENT will submit invoice(s) to EMPLOYING AGENCY after March 1 of each program year of this MOU/Agreement for all applicable Program Facilitation and CTI Provided Reflective Coach fees per candidate. All payments are due to SUPERINTENDENT by EMPLOYING AGENCY within 30 days of each invoice submitted by SUPERINTENDENT to EMPLOYING AGENCY. All payments shall be submitted to the attention of Accounts Receivable, P.O. Box 868, Riverside, CA 92502.
- C. Notify SUPERINTENDENT immediately of each Candidate and/or Reflective Coach who are no longer actively participating in the CTI Induction Program by submitting a "Status Change Request Form" for each individual, per **Appendix B.**
- D. SUPERINTENDENT will provide EMPLOYING AGENCY a Statement of Account, periodically or upon request, of EMPLOYING AGENCY'S fee(s) due to SUPERINTENDENT related to program enrollment of Candidates and Reflective Coaches during each program year of this MOU/Agreement; as well as, maintain all EMPLOYING AGENCY'S funding documentation required by CTI and the state.

- E. **The total of this MOU/Agreement shall not exceed the applicable *Program Facilitation Fees* and any applicable *CTI Induction Program Provided Reflective Coach Stipend Costs*, per Candidate each program year of this MOU/Agreement, without prior written notification by SUPERINTENDENT to EMPLOYING AGENCY.**
5. **MATERIALS:** Any and all products developed by SUPERINTENDENT'S Induction Programs are the exclusive property of SUPERINTENDENT. SUPERINTENDENT and SUPERINTENDENT'S Induction Programs reserves the right to adapt and adopt materials developed by SUPERINTENDENT'S Induction Programs for dissemination purposes. Usage and revision of this material by EMPLOYING AGENCY requires prior written approval from SUPERINTENDENT.
6. **INDEPENDENT CONTRACTOR:** It is agreed that EMPLOYING AGENCY or any employee or agent of EMPLOYING AGENCY is acting as an independent contractor and not as an agent or employee of SUPERINTENDENT.
7. **WORKERS' COMPENSATION:** EMPLOYING AGENCY certifies that it is aware of the laws of the State of California requiring the employer to be insured against liability for Workers' Compensation and shall comply with such laws during the term of this contract.
8. **FINGERPRINTING:** Education Code section 45125.1 and 45125.2 requires EMPLOYING AGENCY to certify that its employees and employees of EMPLOYING AGENCY who may have contact with pupils have not been convicted of serious or violent felonies as defined by statute. Compliance with these conditions, or with the fingerprinting requirements, is a condition of this contract, and SUPERINTENDENT reserves the right to terminate the contract at any time for noncompliance.
9. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):** EMPLOYING AGENCY hereby certifies awareness of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto, and verifies that all performance under this MOU/Agreement shall be in compliance therewith.
10. **ASSIGNMENT OF CONTRACT:** Neither this MOU/Agreement nor any duties or obligations under this MOU/Agreement may be assigned by EMPLOYING AGENCY without the prior written consent of SUPERINTENDENT.
11. **MUTUAL HOLD HARMLESS:** The Parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents and employees, of and from any and all liability, claims demands, debts, suits, actions and causes of action, including wrongful death and reasonable attorneys' fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this MOU/Agreement by such indemnifying Party, or its officers, agents and employees.
12. **NON-DISCRIMINATION:** EMPLOYING AGENCY shall not illegally discriminate against any individual, including, without limitation, with respect to the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including sexual orientation, gender identity, gender expression, pregnancy, childbirth, breastfeeding, and pregnancy-related medical conditions), political belief or affiliation (not union

related), military or veteran status, genetic information, or any other characteristic protected under applicable federal, state, or local laws. Harassment, retaliation, intimidation and bullying is also prohibited. EMPLOYING AGENCY shall comply with any and all applicable state, federal and other laws that prohibit discrimination, including, without limitation, Title IV, Title VI and Title VII of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination in Employment Act.

13. **AMENDMENT:** This MOU/Agreement may be amended only by the mutual written consent of the Parties hereto, except that SUPERINTENDENT may unilaterally amend the contract to accomplish the below-listed changes:

- A. Decreases in dollar amounts.
- B. Administrative changes that do not affect the contractual rights of the Parties.
- C. Changes as required by law.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU/Agreement on the day and year first above-written.

**Riverside County Superintendent of Schools**

**Suncoast Preparatory Academy**

Signed \_\_\_\_\_  
Authorized Signature

Signed \_\_\_\_\_  
Authorized Signature

Date \_\_\_\_\_

Date \_\_\_\_\_

**CTI Agency Representative Information:**

Kimberleigh Kopp  
Executive Director  
kim@socoastcharters.org  
(760) 630-4080

**APPENDIX A**

**CTI Induction Program  
2020-2023 Program Enrollment Fee Schedules  
For Employing Agencies**

1. An annual “Traditional” enrollment/participation fee will be charged for each Candidate, **per program year of this MOU/Agreement**, enrolled during the term of this MOU/Agreement as described in the Program Facilitation Fees table below:

<b>“Traditional” Program Facilitation Fees</b>			
<b>Number of Candidates Per Agency</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>
<b>1-15</b>	<b>\$2,200.00</b>	<b>\$2,200.00</b>	<b>\$2,200.00</b>
<b>16-50</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>	<b>\$2,000.00</b>
<b>51-100</b>	<b>\$1,800.00</b>	<b>\$1,800.00</b>	<b>\$1,800.00</b>
<b>100+</b>	<b>\$1,700.00</b>	<b>\$1,700.00</b>	<b>\$1,700.00</b>

2. Applicable “Traditional” Reflective Coach Stipend Costs, as outlined in the chart below, per program year of this MOU/Agreement, for each “Traditional” CTI Induction Program Provided Reflective Coach specific to each MOU/Agreement year.

<b>“Traditional” CTI Provided Reflective Coach Fees</b>						
<b>Coach Delivery Model</b>	<b>2020-2021</b>		<b>2021-2022</b>		<b>2022-2023</b>	
	<b>Employing Agency Provided Reflective Coach (Per Candidate)</b>	<b>CTI Induction Program Provided Reflective Coach (Per Candidate)</b>	<b>Employing Agency Provided Reflective Coach (Per Candidate)</b>	<b>CTI Induction Program Provided Reflective Coach (Per Candidate)</b>	<b>Employing Agency Provided Reflective Coach (Per Candidate)</b>	<b>CTI Induction Program Provided Reflective Coach (Per Candidate)</b>
<b>Blended (Face-to-Face)</b>	<b>\$0.00</b>	<b>\$2,700.00</b>	<b>\$0.00</b>	<b>\$2,700.00</b>	<b>\$0.00</b>	<b>\$2,700.00</b>
<b>Online</b>	<b>\$0.00</b>	<b>\$2,200.00</b>	<b>\$0.00</b>	<b>\$2,200.00</b>	<b>\$0.00</b>	<b>\$2,200.00</b>



3. “Mid-Year” enrollment/participation fees and applicable CTI Induction Program provided Reflective Coach fees will be charged for each semester of enrollment of each Candidate who enrolls during the January 1-February 28 enrollment period as outlined in the chart below.
- A. Applicable situations that would warrant “Mid-Year” enrollment of a Candidate:
    - 1. Candidates hired on or after November 1<sup>st</sup>
    - 2. Candidates completing a “Success Plan” by December 31<sup>st</sup> (first semester) from a previous program year of CTI Induction Program enrollment and need to continue enrollment to complete his/her second year of Induction (starting in second semester).
    - 3. Candidates out on any type of leave from his/her employing agency for the majority of time during the period of August 1 through the EMPLOYING AGENCY’S winter break in December.
    - 4. Any other unique situation that would warrant mid-year start of the Candidate once reviewed by CTI.
  - B. For all Candidates who enroll mid-year, the “Mid-Year” fee schedule will apply for each semester for all enrolled Candidates listed below:

<b>“Mid-Year” Program Facilitation and CTI Provided Reflective Coach Fees</b>	
<b>Enrollment Period</b>	<b>January 1-February 28</b>
<b>Annual Program Facilitation Fee</b>	<b>50% of agency’s per candidate fee based on the total overall enrollment numbers listed on the “Traditional” table provided within this MOU/Agreement</b>
<b>Employer Provided Reflective Coach (Per Candidate)</b>	<b>\$0.00</b>
<b>CTI Provided “<i>BLENDED</i>” Reflective Coach (Per Candidate)</b>	<b>50% of agency’s CTI provided Reflective Coach fee listed on the “Traditional” table above</b>
<b>CTI Provided “<i>ONLINE</i>” Reflective Coach (Per Candidate)</b>	<b>50% of agency’s CTI provided Reflective Coach fee listed on the “Traditional” table above</b>

## **APPENDIX B**

### **CTI Induction Program “Traditional” Program Enrollment Prorated Fee Schedules For Employing Agencies**

If a Candidate’s status changes from “Active” to “Inactive” at any time during enrollment in his/her enrolled program year, the “Traditional” Program Facilitation Fee and applicable CTI Provided Reflective Coach Fee for the Candidate will be adjusted according to the “Traditional” Program Enrollment Prorated Fee Schedules listed below and EMPLOYING AGENCY agrees to pay all applicable prorated fees per Candidate to which this applies. These prorated fee schedules apply to all blended, online, and distance enrolled Candidates each program year.

<b>“Traditional” Program Facilitation Fee Prorated <u>Fee Schedule</u> For Candidates with an enrollment Status change from “Active” to “Inactive”</b>	
<b>Period in which “Inactive” Status was submitted:</b>	<b>Prorated Fee Amount Due:</b>
Prior to October 31	0%
November 1– December 31	25%
January 1– February 28	50%
March 1– June 30	No Proration Available

To receive prorated “Traditional” Program Facilitation Fee and applicable CTI Provided Reflective Coach Fee for a Candidate who is not going to complete their CTI Induction Program, the following will have to occur:

- EMPLOYING AGENCY shall submit to SUPERINTENDENT an “Enrollment Status Change Request” Form through the current CTI LMS system requesting requesting an enrollment status change of the Candidate who is no longer to be enrolled in the CTI Induction Program each program year.
- The effective date of the prorated fee will be based on the date the “Enrollment Status Change Request” Form is submitted and received by the CTI Induction Program each program year.

For any “Inactive” Candidates returning to “Active” status, EMPLOYING AGENCY will be charged the full “Traditional” Program Facilitation Fee and full applicable CTI Provided Reflective Coach Fee each program year.

<b>“Traditional” CTI Provided Reflective Coach Fees for Prorated <u>Enrollment</u> For Candidates with an enrollment Status change from “Active” to “Inactive”</b>	
<b>Period in which “Inactive” Status was submitted:</b>	<b>Prorated Fee Amount Due:</b>
August 1 – October 31	25%
November 1 – December 31	50%
January 1– February 28	75%
March 1– June 30	No Proration Available

**APPENDIX B (Cont.)**  
**CTI Induction Program**  
**“Mid-Year” Program Enrollment Prorated Fee Schedules**  
**For Employing Agencies**

If a Candidate’s status changes from “Active” to “Inactive” at any time during enrollment in his/her enrolled program year, the “Mid-Year” Program Facilitation Fee and applicable CTI Provided Reflective Coach Fee for the Candidate will be adjusted according to the “Mid-Year” Program Enrollment Prorated Fee Schedules listed below and EMPLOYING AGENCY agrees to pay all applicable prorated fees per Candidate to which this applies. These prorated fee schedules apply to all blended, online, and distance enrolled Candidates each program year.

<b>“Mid-Year” Program Facilitation Fee Prorated <u>Fee Schedule</u></b>	
<b>For Candidates with an enrollment Status change from “Active” to “Inactive”</b>	
<b>Period in which “Inactive” Status was submitted:</b>	<b>Prorated Fee Amount Due:</b>
January 1 – February 28	50%
March 1 – June 30	No Proration Available

To receive a prorated “Mid-Year” Program Facilitation Fee and applicable CTI Provided Reflective Coach Fee for a Candidate who is not going to complete their CTI Induction Program each program year, the following will have to occur:

- EMPLOYING AGENCY shall submit to SUPERINTENDENT an “Enrollment Status Change Request” Form through the current CTI LMS system requesting an enrollment status change of the Candidate who is no longer to be enrolled in the CTI Induction Program each program year.
- The effective date of the prorated fee will be based on the date the “Enrollment Status Change Request” Form is submitted and received by the CTI Induction Program each program year.

For any “Inactive” Candidate returning to “Active” status the EMPLOYING AGENCY will be charged the full “Mid-Year” Program Facilitation Fee and full applicable CTI Provided Reflective Coach Fee each program year.

<b>“Mid-Year” CTI Provided Reflective Coach Fees for Prorated <u>Enrollment</u></b>	
<b>For Candidates with an enrollment Status change from “Active” to “Inactive”</b>	
<b>Period in which “Inactive” Status was submitted:</b>	<b>Prorated Fee Amount Due:</b>
January 1 – February 28	50%
March 1 – June 30	No Proration Available