



Making Waves Academy

December MWA Board Meeting

Date and Time

Thursday December 12, 2019 at 10:30 AM PST

Location

4123 Lakeside Dr, Richmond, CA 94806 (Upper School Library)

If you are in need of disability-related accommodations, please contact:

Si necesita adaptaciones relacionadas con la discapacidad, comuníquese con:

Elizabeth Martinez at emartinez@mwacademy.org or 510-275-7331.

All members of the public must pick up a visitor sticker from the main office to enter campus during school hours. In accordance with the Brown Act, you are not required to provide your name to attend and signing in is voluntary but a visitor sticker is required to keep the campus safe.

Members of the public attending the board meetings are to remain within the designated meeting location and are not allowed to walk around campus for safety reasons. Upon adjournment, visitors must exit campus.

Todos los miembros del público deben recoger una etiqueta de visitante en la oficina principal para entrar a la escuela durante el horario escolar. De acuerdo con la Ley Brown, no es necesario que proporcione su nombre para asistir y el registro es voluntario, pero se requiere una etiqueta de visitante para mantener el campus seguro.

Los miembros del público que asisten a las reuniones de la junta deben permanecer dentro del lugar de reunión designado y no se les permite caminar por el campus por razones de seguridad. Tras la suspensión de la junta, los visitantes deben salir del campus.

You can join the meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/MWABoard>

You can also dial in using your phone.

United States: [+1 \(224\) 501-3412](tel:+12245013412)

Access Code: 967-255-093

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Agenda

I. Opening Items

Opening Items

A. Record Attendance and Guests

Roll call and verification of quorum.

B. Call the Meeting to Order

Alicia Malet Klein will call the meeting to order and review meeting norms regarding attendees.

C. Closed Session

Discuss potential litigation , personnel matters and potential expulsion hearing.

D. Public Comments

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

comment for general public comment and before board discussion commences following staff presentations.

- Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/ legal guardian wishes a name be included, one must inform the board prior to their public comment.

II. Standing Reports

Academic Excellence

A. Compliance to Excellence: Remarks by Board President

Topics to be Covered:

- Girls on the Run Acknowledgement
- Staff Reduction
- Curriculum Review Committee
- Board Engagement with Staff and Families
- Charter Material Revision, Elementary Grades Update
- Board Meeting Adjustments
- Board Dashboard Update

B. Mission Connection: MWA Alumni Panel

Panel of MWA Alumni speak with MWA Board.

C. Deep Dive: WASC Self-Study

Chief of Staff provides updates on WASC Self-Study and shares key highlights about the process.

D. School Report: Math Update

School leaders provide update on math improvement efforts for the 2019-20 school year.

E. Q&A on Division Director Written Reports

Items to be covered in reports:

- From the Director's Desk
- Culture and Climate
- Attendance & Chronic Absenteeism Analysis
- B/AASAI Update

Board members will have an opportunity to ask questions and further discuss contents of the MS and US Division Director written reports.

F. Q & A on CEO Written Report

Board members will have an opportunity to ask questions and further discuss contents of the CEO written report.

G. Q&A on Written Finance Report

Board members will have an opportunity to ask questions and further discuss contents of the finance update.

H. Committee and Advisory Committee Updates

Committees and Advisory Committees will provide a summary of work-to-date and next steps for the committee.

- Committees
 - WASC Review
 - Curriculum Review
 - Discipline
- Advisory Committees
 - Finance
 - Diversity and Inclusion
 - Audit
 - Climate & Culture

I. SSC Update

Update on latest SSC meeting.

J. CCCOE LCAP Presentation Update

Highlights from the annual LCAP presentation to the Contra Costa County Office of Education in October 2019.

III. Non-Action Items

CEO Support And Eval

A. Curriculum Review Committee

Summary of highlights from the latest Curriculum Review Committee.

B. Board Book: The Deepest Well

Board President to introduce the book selected for the board members to read.

IV. Action Items

Development

- A.** Board Minutes: October 17, 2019 Board Meeting

- B.** Accept Minutes for Committees and Advisory Committees
Approve minutes for Rescheduled: Curriculum Review Committee Meeting on November 15, 2019

- C.** Board Member Term Renewals
Maricela Navarro, new term expires December 2021
Daryle Morgan, new term expires December 2022

- D.** Annual Appointment of Officers
Maricela Navarro - Board Secretary
Alicia Malet Klein - Board President

- E.** Material Revision
Board reviews Executive Summary of proposed changes for a material revision to the MWA charter.

- F.** First Interim Budget (2019-2020)

- G.** Audit Report (2018-2019)

- H.** Vendor Invoices (August - October 2019)

- I.** Form J-13 Attendance Waiver
Attendance waiver for school closure on October 28th, 2019 due to poor air quality.

- J.** Fruge Psychological Associates Contract Addendum
Addendum to contract for additional services to be provided to students on waiting list.

- K.** The Piras Group Coaching Contract
Coaching agreement for MWA leaders for professional development.

- L.** HR Manager Coaching Agreement
Coaching agreement for MWA leaders for professional development.

- M.** Center for Accessible Technology

- N.** Anchor Solutions Addendum

O. Netronix

V. Consent Action Items

A. Finalsite Renewal

VI. Discussion Items

Facility

A. Appreciations by the Board of Directors

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

VII. Closing Items

A. Schedule of Board of Directors Meetings 2019-2020

- December 12th, 2019, 10:30 am-2:00 pm
- February 6th, 2020, 10:30 am-2:00 pm
- March 19th, 2020, 4:00 pm-7:30 [BOOK DISCUSSION]
- May 7th, 2020, 10:30 am-2:00 pm
- June TBD, 2020, 10:30 am-2:00 pm

Save the Date

- Board Engagement Day: January 16th, 2019

B. Adjourn Meeting

Coversheet

Deep Dive: WASC Self-Study

Section: II. Standing Reports
Item: C. Deep Dive: WASC Self-Study
Purpose: Discuss
Submitted by: Elizabeth Martinez
Related Material: MWA Dec_12_Board_Meeting_WASC Self Study.pdf

BACKGROUND:

The presentation will provide an overview of the progress made on the WASC Self-Study and provide information on the timeline for submission in the new year.

Making Waves Academy

WASC Self Study

December 12th, 2019





What is the self study?

- Review progress on schoolwide action plan from previous self study
- Refine Student/Community Profile
- Clarify schoolwide learner outcomes
- Identify major student learning needs
- Analyze the quality of all students' learning, the programs and processes based on ACS WASC/CDE criteria
- Revise the schoolwide action plan and monitoring process



WASC Status

The Self Study **will come to the MWA board for review on February 6th** and not in December as initially planned.

Why? Chapter 3 needs more work before the Board reviews it. Information on required updates will go to chairs/writers in December.

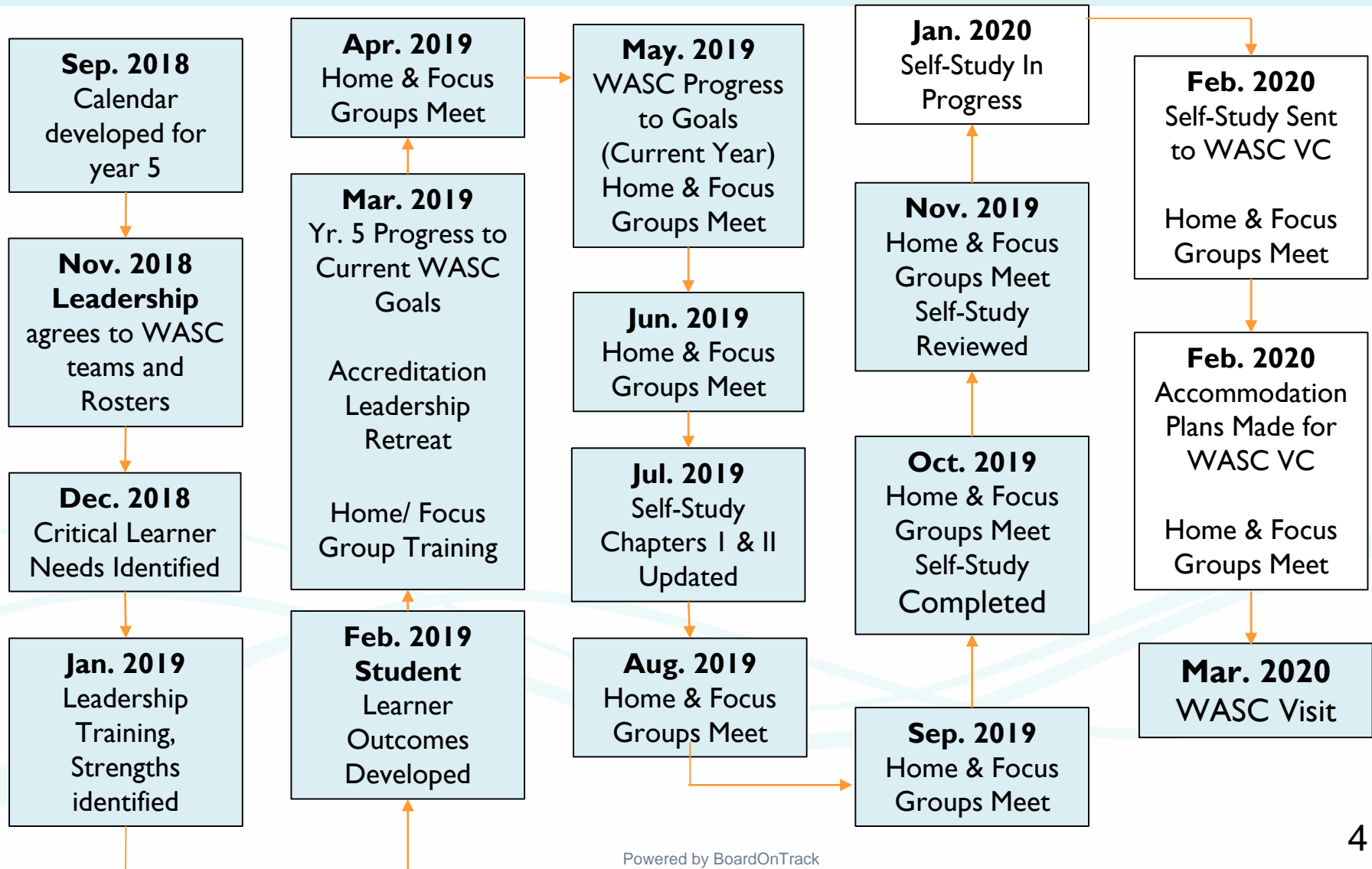
Updated Timeline

Due to the shift in the Self Study dates and staffing, **we are re-working the overall WASC timeline** to ensure that all governing bodies and stakeholders have ample opportunity to review the Self Study and Action Plan.

Chief of Staff is working with School Site Council officers to ensure compliance.



Updated Timeline





Draft WASC Goals



1. Support for All Learners

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



2. College and Career Readiness

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

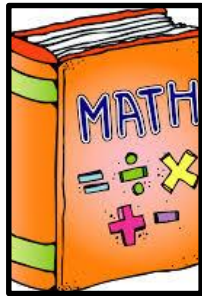


3. Diversity, Equity, and Inclusion

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



Identified Major Student Learner Needs (Greatest Needs)



Mathematics

- African American (Orange)
- Hispanic
- English Learners
- Socioeconomically Disadvantaged
- Students with Disabilities



Chronic Absenteeism

- African American
- Hispanic
- English Learners
- Socioeconomically Disadvantaged



Suspension Rates

- African American (Red)
- Students with Disabilities (Red)
- English Learners (Orange)



Graduation Rates

- Dig into individual subgroups and look into the 12th through 15th waves
- Look at college persistence/ readiness



Identified Strengths

The strengths identified benefit all MWA students from an equitable lens, can be supported by findings and are related to the five category areas such as: Organization, Curriculum, Instruction, Assessment and Accountability and Culture. These strengths were identified and agreed upon by MWA leadership using data available.

- **Safe Environment**
- **Focus on College Readiness and Graduation as an anchor for vertical alignment**
- **Data informed systems and practices**
- **Responsive to changing needs**



Student Learner Outcomes

SLO's identify what each student at MWA should know, understand and be able to do upon graduation from the school, or by the time the student completes the planned program in order to be globally competent. These SLOs have been evaluated, revised, and agreed upon by leadership as well as shared with the larger MWA community. They are known as the 3 Cs!

College-Ready Rigor	Critical Consciousness	Collaboration
<p>Wake-Makers think, read, write, speak, and listen like scholars (for example: historians, literary critics, mathematicians, scientists, linguists, artists, and athletes) by:</p> <ul style="list-style-type: none"> • Practicing the practical application of real-world skills while engaging in all current content standards 	<p>Wave-Makers are agents of change who demonstrate the ability to engage with multiple perspectives through learning, questioning, reflecting and participating in meaning-making by:</p> <ul style="list-style-type: none"> • Asking questions to make meaning • Giving and receiving feedback • Explaining rationale • Learning through reflection and problem solving 	<p>Wake-Makers work together to create joint products, cooperatively solve problems, and build an understanding of a topic while practicing key skills to develop proficiency and learn from peers by:</p> <ul style="list-style-type: none"> • Engaging with skills, habits, and content through multiple opportunities for discussion • Learning from error • Reflecting on data



Key Milestones Coming Up

Date	Action
September 4 th	“WASC Wednesdays” – Home Groups reconvene
Week of September 2 nd	Chapter I – Progress Report is sent to WASC Executive Team for review
September 30 th	Chapter II – Community Profile Draft complete and sent to board for review
October	Focus groups begin writing Chapter III
October 23 rd	Site Based Leadership Team completes Pt. 2 of WASC training on “Preparing for the visit”
December/January	Chapter III and IV go to WASC Executive Team for review
December/January	Chapter V goes to WASC Executive Team for review
January 7 th	Accreditation Leadership Team prepare for the visit
January Date TBD	SSC Stakeholder Feedback Session
January 31	Self-Study final draft presented to Board for approval
February 7 th	Self-Study report sent to members of WASC Visiting Committee
February	MWA Community prepare for the visit
March 8 th – 11 th	WASC Visit



Questions

Elizabeth Martinez
Chief of Staff
emartinez@mwacademy.org

Coversheet

School Report: Math Update

Section:	II. Standing Reports
Item:	D. School Report: Math Update
Purpose:	Discuss
Submitted by:	
Related Material:	Math Deep Dive 12.11 Final.pdf Handout.docx

Making Waves Academy

Math Deep Dive

Priscilla Mendez, Emily Delaplaine, Caitlin Shelburne





Learning Objective

- (SWBAT) Board members will be able to understand the value of re-teaching through a simulated lesson.



Agenda

- Simulated Math Lesson
- Reflection and Debrief



The Problem

Emmanuel added two integers. For each condition, identify whether the sum what the sign of the sum would be. Explain your reasoning for each answer.

- a. Two integers that have negative values.
- b. Two integers that have positive values.
- c. One integer has a positive value, and one integer has a negative value.
- d. The values of the two integers are opposites.



Share Out Analysis

- a. What skills/knowledge do students need to answer this correctly?

- b. What vocabulary to students need to understand?

- c. What misconceptions do you anticipate?



Teacher Reflection

After reviewing the exemplar response and the student samples, the misconceptions in the student work are:

- Students confused multiplication and division procedures with addition and subtraction procedures. This indicates a conceptual understanding gap for the four operations in general.
- Students seem to think that a negative has greater influence than a positive which is both incorrect and further indicates a conceptual understanding gap of the four operations.



Outcomes

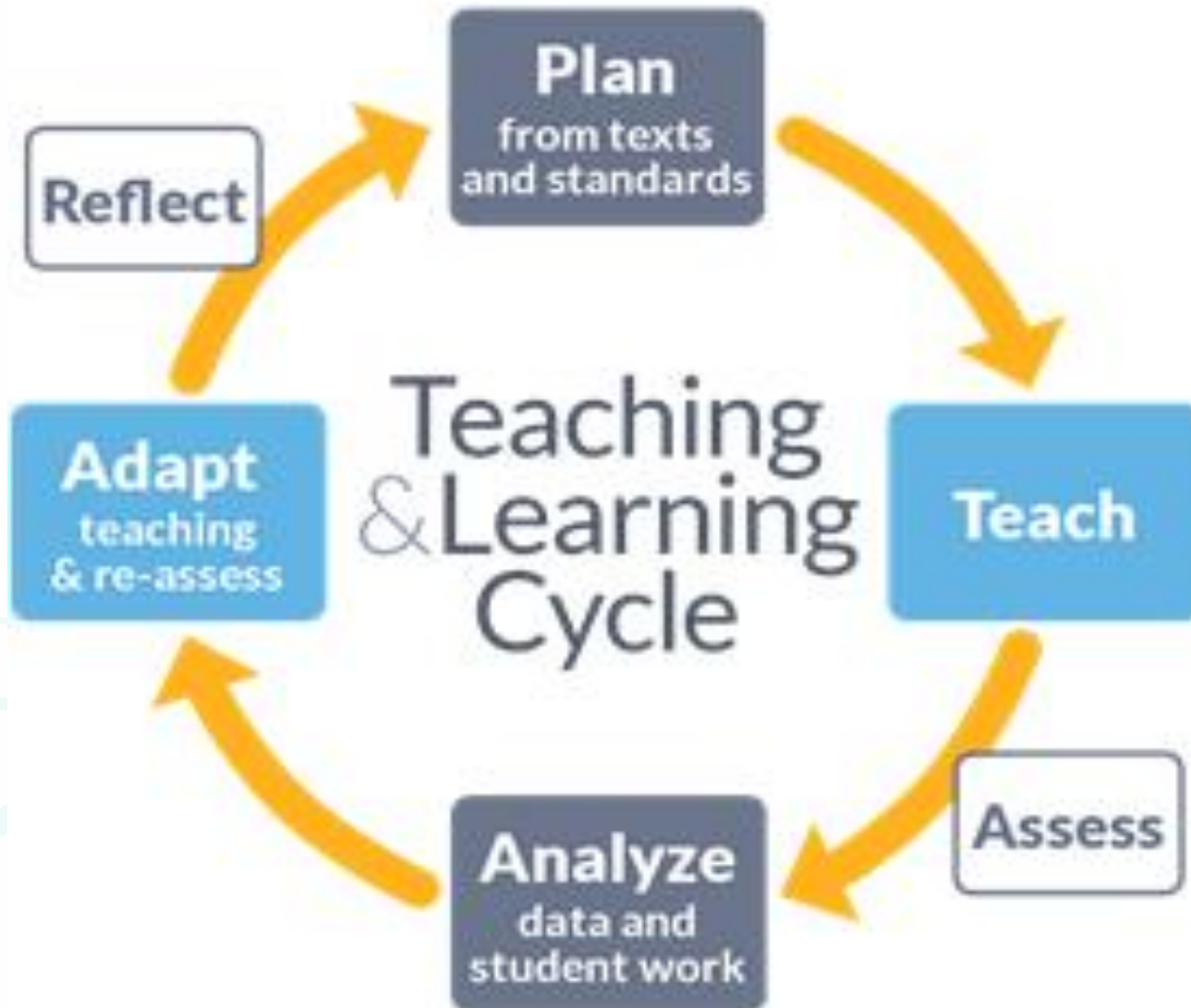
Before: The data showed that only 32% of my students answered every part of this question accurately.

The plan: Use a visual strategy (number lines) and real-world examples.

After: 78% of students answered every part of this question correctly.



Teaching and Learning Cycle





Reflection and Debrief

Takeaways from Semester 1

- Academy Wide: Peer Observation proved to be an effective practice.
- Middle School: When our Math Lead Teacher has time and capacity to coach, our practices and student learning data increases.
- Upper School: With the implementation of the T&L Cycle, PLCs have consistent and rich discussions about practice.



Discussion and Questions

Did we meet our Learning Objective?

Data Analysis and Reteach Plan Simulation

Sample MWA Student Response A:

- a. Two negative integers make a positive integer because the cancel.
- b. Two positive integers make a positive integer.
- c. One positive and one negative make a negative because the negative is stronger.
- d. Opposites make a negative because the negative is stronger.

Sample MWA Student Response B:

- a. A negative and a negative is a negative.
- b. A positive and a positive is a positive
- c. A negative and a positive is a negative
- d. An opposite and an opposite are negative

Sample MWA Student Response C:

- a. Adding negatives cancel and make a positive
- b. Adding positives are positive because there are no negatives
- c. Adding a positive and a negative is still negative because that is the rule
- d. An opposite has one negative and one positive so it is negative because the rule is that the negative number makes the answer negative.

Exemplar Response (ANet Response/SBAC Level Response):

- a. Two integers that have negative values would result in a negative sum. For example, $-3 + -4 = -7$. When you add two negative integers, the result is negative regardless of the quantity of each integer. On a number line you would draw two arrows in the negative direction to represent the addition which would lead you further in the negative direction for the sum.
- b. To positive integers will always result in a positive sum. For example, $3+4=7$. The size of the integers does not matter, the sum will always be positive. On a number line you would draw two arrows in the positive direction to represent this addition which lead you further in the positive direction for the sum.
- c. When adding a positive and negative integer the sign of the sum depends on the problem. For example $3+-4=(-1)$ and $(-3)+4=1$. When adding opposite signed integers, if the positive number is greater then the sum will be positive. On a number line representing this situation the positive arrow would be longer than the negative arrow, and therefore the sum would be on the positive side of the number line. If the negative number is greater than the sum will be negative. On a number line representing this situation the negative arrow would be longer than the positive arrow and therefore the sum would end up in the negative side of the number line.
- d. Opposites are also known as additive inverses and their sum is always 0. For example $5 + (-5) = 0$. This is always true when adding opposites. On a number line, you would have two equidistant arrows facing opposite directions and therefore will always result in a sum of 0.

Coversheet

Q&A on Division Director Written Reports

Section: II. Standing Reports
Item: E. Q&A on Division Director Written Reports
Purpose: Discuss
Submitted by:
Related Material: December_Division Director Board Report_US.pdf
December_Division Director Board Report_MS.pdf



Division Director Board Report

Upper School

Division Director Board Report - December 12, 2019

From the Senior Leader's Desk

Jon Siapno, Director of College and Career Counseling

As the first semester draws to a close, the upper school remains positioned to achieve its mission-critical goals for the year. As part of our successes, we are seeing emerging leaders from among our teachers, and our leadership team continues to tackle complex challenges. It is clear, however, that the effects of the vacancies are rippling throughout the team, especially for our senior leaders, comprised of Priscilla Mendez, our Director of Curriculum and Instruction, Ahjia Moore, our Dean of Students, Antonio Martinez, our Associate Dean of Students, and myself, our Director of College and Career Counseling.

In our last board meeting, our board president asked the upper school senior leadership team how it was doing, especially in the absence of a division director. While the work of the senior leadership team is fast-paced, often requiring us to juggle multiple tasks at once while regularly completing ad hoc projects, the work is also stimulating, requiring deep thinking, growing in our roles, and evolving. One of the hallmarks of our team is our agility -- we frequently assess, reassess, and, if needed, redirect courses of action to adjust to changing conditions. Each person on the team is involved in our division's success, and we are able to remain vigilant of our division's priorities because of it.

In a mid-semester self-reflection, the upper school senior leadership team reaffirmed its commitment to the following priorities: student learning, especially related to SBAC scores; faculty development through feedback cycles, one-on-ones, and classroom management issues; collaborating with operations to ensure campus safety is strong inside and outside of classrooms; prioritizing use of suspension only for unlawful infractions, to the extent possible; parent engagement and collaboration; and a high graduation rate with 95% or more of graduates having a post-secondary plan.

In the subsequent pages, we will report on culture and climate, and attendance and chronic absenteeism, as it relates to our division. Here are our key takeaways:

- While the transition to the new campus was met with multiple challenges, upper school students have created multiple opportunities to build a stronger culture and climate
- Substitute coverage continues to be a challenge given the teacher vacancies, in addition to planned and unplanned absences
- The August through November Average Daily Attendance (ADA) rate of 97.5% highlights that the proactive and responsive efforts by the upper school Deans of Students Office is helping students and families understand that student attendance is critical towards their social development and academic success

In closing, amidst changing conditions, the upper school remains positioned to make progress towards its annual goals in service of the mission of Making Waves.

Division Director Board Report - December 12, 2019

Culture and Climate

Priscilla Mendez, Director of Curriculum and Instruction, and Ahjia Moore, Dean of Students

What?

Successes:

- Kindness Week Campaign led by Brain & Psychology Club
- Increase in student reports of vandalism as well as students taking initiative to clean up said vandalism
- Gifts of Gratitude fundraiser created 10 food baskets for food insecure MWA families during November break
- 1st annual Latino Heritage Month Assembly in the upper school
- Decreased student “cut” attendance codes

Challenges:

- Substitute coverage
- English 10 departure
- Multiple acts of campus graffiti/vandalism
- Increase in daily student tardy/lates

So What?

The upper school students have created multiple opportunities to build a stronger culture and climate. While the transition to the new campus was met with multiple challenges, there were also many firsts as well as the continuation of various traditions. Students provided multiple opportunities to display and share in kindness activities during the first annual Kindness Week. Examples of kindness activities included anonymous positive affirmations on lockers, gifting goodies to classmates, lunchtime community building activities, as well as multiple displays on campus that promoted a positive culture. Another inaugural event that occurred this year, spearheaded by students in Sangre Latina, was the Latino Heritage Month assembly. Traditional dancing, music playing, singing, and art displays were created and celebrated amongst the entire student body. Additionally, the National Honor Society members spearheaded the 3rd annual Gifts of Gratitude event. They promoted and attended the first ever, off-campus fundraiser as well as partnered with faculty and staff to create food baskets for food insecure families within our community. This has come to be a highlight for both NHS members as well as adults on campus, as we are able to partner with and serve our families during the November break. Lastly, while cuts were a concern during quarter one, there was a marked decrease in quarter two due to strategic and intentional communication to families of students who “cut” a class. The strong partnership built between faculty who were asked to consistently report cuts, the registrars who actively searched campus for students marked as cut, and the deans office who followed up with families to report and meet to discuss cuts allowed this trend to discontinue at the pace it previously was.

As students and staff became more acclimated to the newly expanded campus, the upper school experienced a series of challenges in other ways during the second quarter. Substitute coverage continues to be a challenge given the two teacher vacancies in addition to planned and unplanned absences. 10th grade students especially experienced an impact of the mid-quarter departure of the English 10 teacher after not having a teacher for approximately four weeks. In partnership with the Substitute Coordinator, members of the upper school leadership team have supported with coverage. First, there was an increase in restroom vandalism and graffiti. Open Learning Spaces furniture and wall space were also impacted by mild vandalism. Along with the increase in acts of vandalism and graffiti, there was an increase in daily tardy and lates for students. Due to the daily afterschool building sweeps that had occurred, there is strong reason to believe students were engaging in the acts of vandalism during times they were unaccounted on campus (i.e. out of class without permission).

Division Director Board Report - December 12, 2019



Now What?

In direct response to teacher vacancies, the upper school has hired an on-site substitute that has added consistency and support with student learning and on-task behavior. Regarding the latenesses and tardies, the deans office will begin a concerted effort to relaunch the tardy/late detention programming in order to promote a decrease in occurrences. The relaunch of detention programming includes targeted student and parent/guardians follow-up and differentiated levels of intervention. Lastly, the upper school is partnering with the operations team to provide more adult supervision during instructional time in order to curb the ability for students to remain unsupervised for extended periods of time on our expanded campus. In doing so, the promotion of visibility is also meant to help create a stronger connection between staff members and upper school students and faculty.

Division Director Board Report - December 12, 2019

Attendance and Chronic Absenteeism Analysis

Antonio Martinez, Associate Dean of Students

What?

Successes:

- Average Daily Attendance for upper school for August through November was 97.5%
- 100% of upper school students identified with unexcused chronic absences and tardies are on chronic absence student tracker and will have met with the Associate Dean of Students (ADOS) by end of quarter 2
- All students with 3 or more unexcused absences or tardies will have had in-person meeting or phone conference with ADOS by end of quarter 2
- 100% of Student Attendance Review Board (SARB) level 1 & 2 letters delivered to families
- Weekly, divisionwide attendance meetings to discuss critical information pertaining to daily student attendance

Challenges:

- Emerging student illnesses/sick for multiple days given the winter season
- Lack of daily parent/guardian verification of illness or absences reporting to Front Office
- Absence requests for multiple days for non-emergencies
- Consistent pattern of lower attendance on field trip days
- High amount of daily tardy/lates

So What?

In direct effort to align and calibrate on attendance intervention and policy enforcement, the middle school and upper school Deans of Students (DOS) Offices established weekly attendance data monitoring and intervention meetings. The weekly attendance meetings include both middle and upper school social workers and the registrar and have been critical towards the success achieved in proactively addressing and meeting the needs of chronically absent students who are currently chronically absent. In these meetings we identify relevant marketing material that is helpful for students and families, we discuss student incentives that will continue to help support attendance improvement, we identify students who would benefit from socio-emotional resources such as checkin's with Social Worker or participating in the young men or young women empowerment groups. Last, these meetings provide the team an opportunity to calibrate on students who are currently under the chronically absent category and share helpful insight on student or family, which helps identify proper support.

The upper school has experienced a consistent pattern of lower attendance on field trip days due to students opting out of both going to the trip or coming to school. The Student Activities Coordinator, advisory teams, and DOS Office continue to collaborate on reiterating mandatory attendance expectations for field trips, as well as highlighting the benefit of "experiential learning".

In meeting with students with unexcused chronic absences or tardies, they communicate that a majority of the time they are sick and their parent forgets to inform the school. In response to this information the upper school DOS is actively communicating with all parents and reminding them of the importance of notifying the school when their student is going to miss campus. This communication is done through phone calls and sending families relevant attendance marketing materials. Additionally, the upper school DOS reminds families of the impact this has on their students academic as an excused absence allows for students to make up their work for 100% of the credit versus an unexcused absence students can only up to 70%.

The August through November ADA data highlights that the proactive and responsive efforts by the upper school DOS is

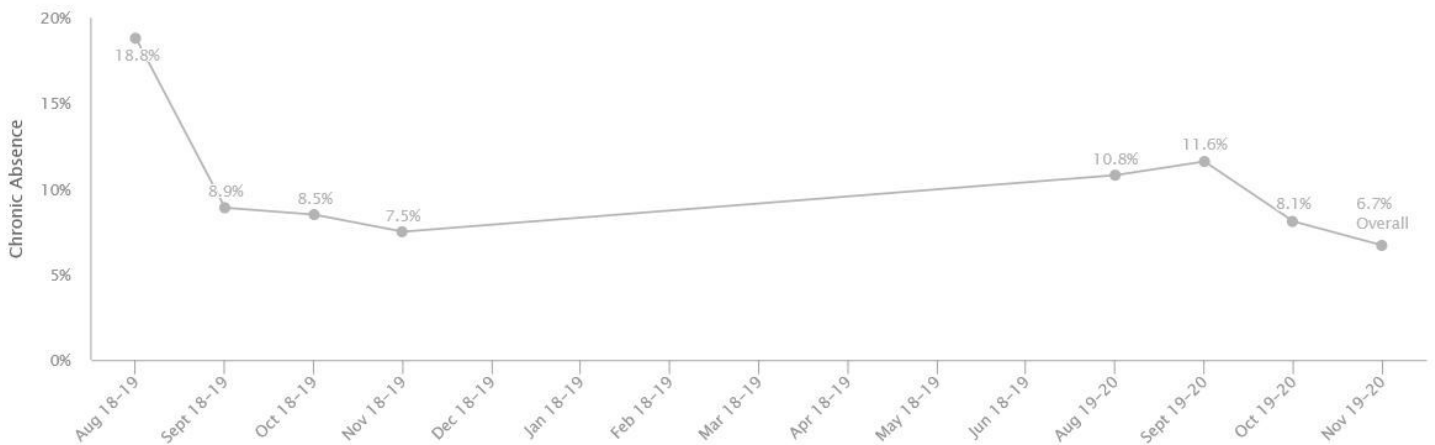
Division Director Board Report - December 12, 2019

helping students and families understand that student attendance is critical towards their social development and academic success. In communicating with families, they have shared their appreciation for the DOS as the consistent outreach shows them that the school cares about the wellbeing of their student and family. Additionally, families have also shared gratitude on the marketing material sent out this year and have said that it has been both informative and relevant.

Now What?

In efforts to properly support students identified with unexcused chronic absences and tardies, the upper school DOS will continue to work in collaboration with students, families and other critical stakeholders to identify personalized support strategies that will meet the needs of the students and families. Additionally, in efforts to reduce the number of student tardies, the DOS has restructured its detention system so that students who are marked as tardy will partake in community service during lunch that day. The DOS believes that this new structure to detention will support in holding students accountable in addition to reminding them of the importance of meeting school expectations and maximizing instructional minutes.

The DOS, in collaboration with the Director of Instructor and Curriculum, has finalized the Semester 1 Final Exam schedules and will be sharing this information with students and families. Final Exam Attendance Policy will also be shared so that students and families understand the importance of coming to school every day until the winter break. This information will be shared through the following methods: Saturday Academy on December 7th, 2019, and the creation of final exam countdown signage, which will be posted throughout the campus and sending out mailings to families.



Chronic Absence .8% Decrease

	Aug 18-19 ↓↑	Sept 18-19 ↓↑	Oct 18-19 ↓↑	Nov 18-19 ↓↑	Dec 18-19 ↓↑	Aug 19-20 ↓↑	Sept 19-20 ↓↑	Oct 19-20 ↓↑	Nov 19-20 ↓↑	Dec 19-20 ↓↑
Overall	97.4%	97%	96.9%	96.6%	96.4%	98.3%	97.1%	97.1%	97%	97%

Upper School August through November 2018-2019 ADA Compared to 2019-2020 ADA



Division Director Board Report

Middle School

Division Director Board Report - December 2019

From the Director’s Desk

Dr. E. Ward-Jackson, Middle School Director

With less than three weeks left in the first semester of the School Year, I am finding that there is an atmosphere of reflection, evaluation, and a thrust towards the finish line as students, faculty, and leaders are preparing for finals, the revamping of goals and strategic plans, as well as the highly anticipated behavioral leveling that the Spring semester often brings.

From the perspective of Culture and Climate, the Middle School has had a unique first semester. We have been challenged by change, specifically associated with our programmatic model shifts and the residual impacts of growth within our student and parent populations. We have also been challenged by the longstanding vacancy that we’ve had in 8th grade ELA. In addition to weathering the pangs associated with change and perception management, we’ve been able to thrive through the change by being transparent, proactive, and leaning on the collective genius of our community to support in minding the anticipated gaps. This has looked like:

- Tight collaboration and alignment between Upper School and Middle School Senior Leaders
- Planned and Intentional direct communications (in person and via email) from me to the faculty and to the greater community
- Weekly Area Pulse Checks
- New Teacher Seminars
- Strategically Deploying Teacher Leaders
- Trusting established systems and protocols

We have also had many triumphs to celebrate this semester. Persisting through challenges being one, we have also made some major strides towards our goals in all three of our Divisional Priority Areas, participated fully in the WASC Self-Study development and LCAP processes, inaugurated and supported all workshops for our Parent Academy, and made it to the City of Richmond Youth Volleyball Championship, winning 2nd Place—to name a few.

As a reminder, these are the Middle School Division Priorities for 19-20 School Year:

Division Priority Area	Key Performance Indicators
Focus on Dynamic, Data Driven Instruction	Achievement Network (ANet) GPA SBAC
Focus on 21 st Century Teachers & Scholars	Classroom Observations Student & Teacher Surveys Digital Curriculum Analytics
Focus on Implementing Restorative Practices	EdClick Referrals Average Daily Attendance Student & Teacher Surveys

Division Director Board Report - December 2019

Six Key Successes:

- We are on target with our instructional pacing and have had 100% fidelity to our data meeting cadence
- “Teaching and Learning Cycle” as well as “Habits of Learning” have been infiltrated into both the messaging and the mindset of our culture
- 99% of teachers are using Google Classroom with fidelity
- Fall 2019 Student Culture and Climate Survey data shows that approximately 64% of students agree or strongly agree that Teachers and/or Deans of Students (DOS) are helping them to address and resolve harm and conflict in the school community. This is an 8% improvement compared survey results from the last Spring survey
- 100% of teachers are provided with daily Community Building lessons and activities for implementation during homeroom periods. Based on cohort participation in completing Community Building artifacts delivered to the DOS, 100% of teachers are currently implementing Restorative Practices via the Community Building Calendar
- The DOS have partnered with our Intervention Coordinator to identify all students who are failing academically with below 2.0 cumulative GPAs. The DOS collaborated with Grade Level Leads to prioritize facilitating Parent-Teacher conferences for our most academically “at promise” students identified through this process.
 - As a result of the collaborative interventions 198 students have received formal individualized parent conferencing interventions:
 - 66 students have received Parent-Teacher Conferences
 - 67 students have received IEP and 504 Plan meetings
 - 19 students are being supported with active SST Plans
 - 46 students have received SARB conferences

Six Key Challenges:

- Year 1 of shifting to our Single Subject/Multi Grade Model
- 8th Grade ELA Teacher Vacancy
- Many Wave-Maker families have norms for dealing with conflict that are counter to MWA’s Restorative Framework, which results in students struggling to adopt and internalize MWA’s approach to conflict management
- Approximately 25% of Wave-Makers have GPAs below 2.0 (155 students)
- Influx in Social Worker caseload has impeded some progress on KPI’s associated with liaising for the greater student/parent population
- Impact associated with depressed morale due to bereavement, health, and the effects of organization change

Next Steps:

- Continue to lead the way through change and transition by being a culture carrier, champion of the mission, and modeling how to effectively persist
- Work with Senior Leadership to respond more fully to the “why” behind our divisional model shift and to the associated impacts of the legislative climate regarding credentialing
- Deliver a Parent Academy workshop on Restorative Practices and Conflict Management in S2
- Hire and onboard for 8th grade ELA
- Continue to monitor progress towards goals in each of our priority areas

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This year, I have set some “laser focus priority areas” that I am tracking, as the Middle School Leader. These “laser focus priority areas” were introduced in the September Board meeting:

1. Black/African American student achievement (BAASAI) and engagement
2. 5th and 8th grade Math achievement and engagement

To assess the adequacy of progress on these areas I crafted the following SMART goals for the year:

- *Black/African American student achievement (BAASAI) and engagement*
 - 8% increase in B/AfroAm student attendance over 18-19 SY
 - 60% of B/AfroAm parent involvement in meetings and events (80% for parents of 5th grade students)
 - 10% decrease in B/AfroAm student referral data
 - 100% 1:1 semesterly meetings between Director and parents of B/AfroAm students who are also SPED identified

- *5th and 8th grade Math achievement and engagement*
 - 100% of all Tier 3 students in 5th and 8th grade math will have Individual Learning Plans (ILP) in math by the end of 1st Semester
 - As measured by the ANET assessment and the annual SBAC state exam, at least 80% of all Tier 2 students in 5th and 8th grade math will achieve their individual growth goals for Distance from Standard (DFS)
 - 80% of 5th and 8th grade students and families will attend a math focused engagement event (such as Family Math Night) by end of 3rd quarter

- 100% of math teachers will participate in content professional development and ANET data talks

Three Key Successes:

- All attendance, Black parent engagement and referral data goals are on target
- 100% of Tier 3 students have ILP’s (this has been a long standing goal, and I am extremely proud of this feat. I am looking forward to sharing more about this form of math intervention with the Board by way of Ms. Stilwell, our Intervention Services Coordinator)
- 100% of math Teachers have participated in content PD (both vertically and horizontally), as well as all ANET data talks

Three Key Challenges:

- Scheduling conflicts with families of students with IEPs and 504 plans
- Causation and manifestation associated with influx in students on DOS and SW caseloads
- Time

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Next Steps:

- Create and implement an S2 plan for parent engagement
- Continue to collaborate closely with the Student Support Services Team and SPED Director
- Calendar Strategic Thinking Time (STT) specifically for these two focus areas
- Disaggregate upcoming ANET data for these two student populations

Below we will delve deeper into 1) Student Culture & Climate, 2) Attendance, and 3) Black/African American Student Achievement.

Division Director Board Report - December 2019

Dean of Students Department: Culture and Climate

Mr. Greene, Mr. Ortega, and Ms. Pilloton

What? Fall 2019 Middle School Culture and Climate Student Survey Results (514 respondents/~83% of Middle School population)

Successes and Notable Improvements from Spring to Fall of 2019:

- Nearly 80% of Wave-Makers agree or strongly agree to the following statements:
 - Making Waves is preparing me to be successful in college and beyond
 - I am proud to be a student at Making Waves
 - What I do in school will help me succeed in life
- Over 70% of Wave-Makers agree or strongly agree to the following statements:
 - My teachers challenge me academically
 - All my classes have high Academic expectations
 - All my classes have high Behavior expectations
- Wave-Makers are least worried about keeping friends and having someone to talk with when they need help:
 - Making or keeping friends (5% reduction in worry for this area from Spring to Fall of 2019)
 - Not having someone to talk to when I have problems (12% reduction in worry for this area from Spring to Fall of 2019)
- The percentage of Wave-Makers who agree or strongly agree with the statement: *“Other students make me feel like I belong here”* increased by over 6% (from 59.33% in Spring of 2019 to 65.89% in Fall of 2019)
- The percentage of Wave-Makers who agree or strongly agree with the statement: *“I feel that if I want to change something at MWA, I can use my voice to make change happen”* increased by almost 7% (from 49.01% in Spring of 2019 to 55.95% in Fall of 2019)
- The percentage of Wave-Makers who said their Deans help them feel safe improved by almost 7% (from 49.60% in Spring 2019 to 56.34% in Fall 2019)
- Approximately 64% of students agree or strongly agree that teachers and/or Deans are helping them to address and resolve harm and conflict in the school community (8% improvement from the last Spring)
- The percentage of Wave-Makers who agree or strongly agree with the statement: *“My teachers adjust their teaching to how I learn best”* improved by 6% (from 63% in Spring 2019 to 69% in Fall 2019)
- The percentage of Wave-Makers who identified that they have a Life Dream increased by almost 10% (from 80.16% in Spring 2019 to 89.67% in Fall 2019)

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Challenges:

- Wave-Makers report what they are most worried about as follows:
 1. "Getting Good Grades," which increased by almost 3% (from 67.26% in Spring 2019 to 70.18% in Fall 2019)
 2. "Students hurting themselves," which remained steady at about 66% of students (decreased from 66.07% in Spring 2019 to 65.50% in Fall 2019)
 3. "Students physically hurting each other," which increased by almost 3% (from 58.33% in Spring 2019 to 61.21% in Fall 2019)

So What?

Our Fall 2019 Middle School Culture and Climate Student Survey results clearly indicate that MWA's Middle School Division is continuing to achieve noteworthy improvements with the school's overall culture and climate. More specifically, in the critical foundational culture and climate domains of 1) student engagement, 2)safety, 3)relationships/connectedness, and 4)rigor. Our students have reported that we are showing the capacity to make strides in these areas, even as we grow our model to scale, with the addition of a significant number of new students, families, and teachers to our community each year. These results speak to the dogged persistence of all professional members of the MWA Middle School community, who pride themselves in producing quality work and who work tirelessly to not only maintain established climate and culture norms, but also intensively apply new strategic interventions (e.g. the Daily Community Building Calendar) to perpetually improve the student experience at MWA.

The Deans pride ourselves in distinguishing MWA's approach by creating and facilitating a robust support network so that all students are connected to meaningful adult *and* peer relationships, while building skills for how to seek out and receive timely interventions for all of their safety needs. Through our inclusive Restorative Practices model and daily Community Building Calendar, all adults in the school community have an explicit role in strategically developing the relationships that form the foundation of a positive school culture and climate. Through this model, faculty are equipped with the tactics needed for actively supporting students with addressing and resolving the developmentally expected adolescent conflicts that can so easily erode school culture and climate. Having a faculty that is aligned with the Restorative Practices model provides a platform of integrative services where all members of the school community are responsible for taking **ownership** for the state of the school's culture and climate. As showcased by student feedback in our Fall 2019 Culture and Climate Survey results, through our sustained collective efforts we have attained notable achievements in the critical areas of student engagement, safety, relationships/connectedness, and rigor. We still have more work to do, but we are proud of the strides we're making in overall student experience and we are on target with our Key Performance Indicators for the year.

Now What?

The DOS is committed to ensuring safety, support and skill development of all students. In order to ensure we keep a strong, safe and supportive community while also addressing challenges within our community we need to empower our

Division Director Board Report - December 2019

students with the social emotional skills that will ensure both their social and academic success and that will help them persist through and beyond Making Waves Academy.

The DOS will continue our focus on developing high quality Daily Community Building Calendar offerings. Further training and Professional Development on implementing Restorative Practices will be provided to faculty and staff as requested, and will be offered to team members who are new to their craft, and who are observed to be in need of further classroom management and relationship development tools. The Deans plan on reviewing disaggregated (e.g. grade level specific) student survey data with grade level teams to identify and reinforce practices that are contributing to climate and culture successes, and to identify areas requiring new approaches and further interventions.

Given rising student anxieties/worries related to demands for “getting good grades,” the Student Support Services Team, DCI, PMSC Implementation Team, and Intervention Coordinator will work together to create additional parent workshops and Community Building offerings on the topics of coping mechanisms and goal setting. Emphasis will be placed on students giving their best effort on their approach to learning, setting SMART goals, and valuing, recognizing, and rewarding incremental improvements toward those goals, as opposed to valuing the end grade above all. Further work is also needed from the Student Support Services Team in the area of student self-harm and on the subject of students harming their peers. Psycho-education on the topics of self-harm prevention, self-harm intervention, and bullying prevention and response measures will be included as topics to explore via the Community Building Calendar.

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Dean of Students Department: Attendance

Mr. Greene, Mr. Ortega, and Ms. Pilloton

What?

Strengths:

- Average Daily Attendance (ADA) for the MS for August through October 2019 was 97.4%, up 1.4% compared to our ADA for the 2018-2019 school year
- 5.6% of students are chronically absent for the 19-20 school year, which is nearly an entire percentage point improvement (reduction) compared to this time last year
- The DOS have personally engaged parents and families with 40 phone conferences for all students with 3 or more unexcused absences or tardies
 - All conferences included a review of MWA attendance policies, a review of state laws regarding attendance, and an appeal to partnership with parent/guardians to collectively address obstacles to attendance
- The DOS have also Coordinated 6 in-person SARB meetings for students with 6 or more unexcused absences or tardies
- Students are being rewarded by grade level with casual dress days on Fridays if they achieve 98%+ attendance on two or more days in any given week
- Fall 2019 Middle School Culture and Climate survey data indicates that the primary reasons that students come to school are for “engagement” and “safety,” as students were provided with a list of reasons they come to school:
 1. “What I learn in classes” (73% of respondents agree or strongly agree)
 2. “I feel safe” (57.5% of respondents agree or strongly agree)
 3. “To participate in school activities such as Community Building (57% of respondents agree or strongly agrees)

Challenges:

As part of our Attendance leadership team (DOS/Social Workers/Registrar) weekly meetings, we have identified that the greatest causes of student absences are due to the following (from highest volume to lowest):

1. Emerging student illnesses/sick days
2. Family emergencies (e.g. funeral attendance, car accidents, immigration status crises, serious family illnesses, etc.)
3. Student suspensions

So What?

Our Average Daily Attendance rate provides critical insights into the level to which we provide a school culture and climate that is safe, engaging, and encourages students to attend school each day. Achieving 97% or higher ADA signifies that our instructors are leading engaging classrooms, that students feel safe and supported at school, and that the school is providing proactive supports for families in removing obstacles to attendance. The Deans take pride in developing a strong culture of attendance at MWA. We believe that the powerful proactive Community Building

Division Director Board Report - December 2019

measures that we are taking this year through the Community Building Calendar, in tandem with the extensive responsive measures we are enacting with parent conferencing via the SARB process, are creating notably improved attendance results.

When students feel engaged with content and when they are connected to meaningful relationships with peers and educators, then they are much more likely to attend school regularly. For these reasons, the foundation of developing a culture of attendance resides in our Restorative Practices framework, and more specifically in the extent of our proactive Community Building measures. Experience and emerging research informs us that when teachers create explicit opportunities each day for students to relate with one another, to share their voices and concerns, and to create the solutions to the challenges of our community, then students feel safe, efficacious, look forward to coming to school, and are best prepared to engage each of their learning opportunities. To this end, MWA's Middle School Deans have devoted extensive efforts toward creating daily Community Building offerings for all Homeroom classes in order to promote a sense of engagement, belonging, and connectedness for *all* students at MWA. Daily Community Building offerings focus on relationship development, MWA Affirmation and Core Value exploration, Life Dream development, celebrating culture and heritage, developing Social Emotional Learning skills, exploring how students can seek help (Notice, Talk, Act), and mental preparation for diagnostic and state testing. Daily Community Building experiences create a safe and supportive environment where Wave-Makers are able to RELATE with each other, teachers, and school staff. Designated Community Building periods also facilitate daily spaces and times where students can engage conversations that address and REPAIR harm as it occurs. Our Community Building Calendar also provides opportunities for students to RESTORE themselves, each other and the school community as needed. Ultimately, our proactive Community Building measures are used to build positive relationships, respond to and address harm/conflict, and restore students back into the school community so that our Wave Makers can thrive in and out of the classroom. These efforts promote a school culture where students pursue every opportunity to attend school each day.

When parents/guardians are knowledgeable on school policies and state laws regarding attendance, when they are accountable to school officials for fulfilling attendance responsibilities, and when partnerships between parents/guardians and school officials are established to remove obstacles to attendance, then student attendance rates improve. The responsive DOS efforts this year to triple our direct correspondence with parents via phone conferencing for each SARB threshold crossed (3, 6, and 8+ Unexcused Tardies/Unexcused Absences) has contributed to our improved attendance outcomes.

Now What?

As a final layer of accountability, and to maximize parent/guardian responsibility with fulfilling their duties with ensuring that their children attend school regularly, as mandated by state law, the DOS will be partnering with Ms. Rebecca Vichiquis, Director III of Student Programs Court & Community Schools for CCCOE, to further address students and families who have exceeded the SARB 3 threshold (8+ unexcused tardies and/or absences). Ms. Vichiquis will be our primary point of contact in the event that we pursue Truancy Court intervention for chronically truant or absent students and families. Ms. Vichiquis has offered to provide individualized support to MWA, for example by opening up her services to come to MWA and meet with our families that have surpassed the SARB III threshold and who have not responded to our interventions. Ms. Vichiquis noted that at the beginning of Semester II, that she would be happy to clear a day on her schedule, and come to MWA to lend County support and weight to a series of individually scheduled

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consecutive family meetings about the importance of attendance. This would be a measure used as an intervention prior to referral to Truancy Court, which should only be used as a last resort in extreme cases.

B/AASAI Update Black/African American Student Achievement Initiative

Micah Stilwell, Middle School Intervention Services Coordinator & School-Wide B/AASAI Lead

What?

- This quarter, B/AASAI hosted two family engagement events: Back-To-School Day and a B/AASAI Chat & Chew
- Each event provided families with the opportunity to provide feedback, make recommendations, and connect B/AASAI to their child's academic achievement and Life Dreams
- Families greatly appreciate the focus the academy is placing on the achievement of our Black/African American Wave-Makers. One parent explained, "I tell friends all of the time, academically, Making Waves is great; however, I worry about my son's social experience. I was so happy to learn about [B/AASAI] last year."
- The vast majority of families (78.6%) expressed an interest in becoming a Parent Leader. This year, two of the MS Wave Representatives are parents of Black/African American Wave-Makers. With that said, several families (33%) continue to express feeling invisible during parent events
- After the first B/AASAI Chat & Chew, individual families requested: content specific tutoring, separate testing accommodations (anxiety), and support accessing PowerSchool Parent Portal
- The B/AASAI committee meets monthly to review student achievement data, discuss trends on campus, and plan for upcoming B/AASAI student/family engagement events

So What?

Upon analysis of the feedback families shared during the first quarter, two major needs are evident; direct student services for Black/African American Wave-Makers, and communication for families and students regarding services and opportunities for meaningful engagement. Black/African American students report feeling alienated from their instructors and Latinx peers, finding it difficult to feel part of the larger community. It is imperative that we strengthen our Black/African American students' connection to MWA to ensure their academic achievement and graduation. Parents have expressed similar sentiments of feeling disconnected. Additionally, parents are often unaware of opportunities to be part of their children's education, despite wanting to do so. To address this, the B/AASAI committee will immediately implement a process to provide direct academic and social-emotional support for many of our Black/African American Wave-Makers via student opted mentoring, and academic case management. To support this effort, the B/AASAI committee will establish explicit, direct, and continual systems for communicating with our families to respond to families who are seeking opportunities to volunteer, collaborate, and support the academic achievement of all Wave-Makers.

Now What?

B/AASAI will continue hosting family engagement opportunities for families to deepen relationships on campus, encourage families to actively participate in opportunities for parent leadership, and establish a series of college readiness family workshops. The B/AASAI committee has established a case management protocol, ensuring the academic achievement of each Black/African American Wave-Maker is monitored biweekly. B/AASAI mentors will also serve as the point person in communicating with families regarding their child's ongoing academic performance and to extend personal invitations to MWA events. B/AASAI is set to launch a Remind group to ensure that families are updated

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regarding student progress and family engagement opportunities. This will allow us to provide B/AASAI updates directly to families via text. This feature will serve to fill the communication void some families expressed experiencing.

Coversheet

Q & A on CEO Written Report

Section: II. Standing Reports
Item: F. Q & A on CEO Written Report
Purpose: Discuss
Submitted by: Alton B. Nelson Jr.
Related Material: MWA CEO Report for MWA Board_DEC 2019.pdf

BACKGROUND:

CEO update with a mix of reflections before the November Break and data through Q1 of the Academic Year (OCT).

RECOMMENDATION:

No recommendations required.



Making Waves Academy CEO Report

DECEMBER 2019

Mission Connection



The picture above is of our upper school students holding an All School Meeting (ASM) earlier this fall to help kick off the new school year on our phenomenal new and improved campus. The photo above also represents one of our core values, *Community*. The theme of community is something that will be important for us over the next 24 months as we ride the waves of a changing landscape. These changes will require us to both stabilize, protect, and support our existing staff and culture as well as be both dynamic and practical in our approach to addressing the existing and coming challenges.

Legislative, political, and cultural forces have contributed to the creation of an environment that is both “threatening” and sometimes publicly “hostile” to the work we do and the students and families we serve. Specifically, the passage of AB1505, will have a material effect on how MWA is able to fulfill its mission moving forward. Academic results will no longer be enough of a hedge to protect against potential threats to the community moving forward.

As we make adjustments to the new realities of the charter and public school landscape, we also have to begin to “right size” our resource allocation approach to better align with not only our resources but also the level of impact we want to have and in what areas. Our goal remains – **college and career readiness for all students.**

Focus Areas for 2019-20 - Updates

1. A recommitment to “teaching and learning” – 1) a focus on math instruction, 2) successful launch of our “NEW” SPED program, and 3) black student achievement.
 - a. Math – Launched a “task force” to collect data and share analysis
 - b. SPED – New SPED program is up and running; 1-2 key staffing vacancies but a solid start thus far
 - c. Black/African American Student Achievement – is being tracked and MWA leaders are engaging with other Richmond charters to celebrate and discuss black student achievement

2. A commitment to stakeholder engagement and observation of practices throughout the year.
 - a. Board Member Listening Sessions – held in the US in the fall, plans for a winter one in the MS
 - b. Board President/CEO Open Sessions – Alicia and I have held two open sessions with parents
 - c. MWA CEO Open Session – I held an open session in November

The open sessions have revealed new and persistent pain points along with operational areas of challenge. Thus far, the cadence appears to be right and good information and insight is being gleaned.

3. Preparation for the WASC accreditation visit.
 - a. The initial DRAFT of the Self-Study report is nearly complete.
 - b. A meeting and on-site visit by our designated WASC Visiting Committee Chair occurred in Nov.
 - c. The full 3-day visit will occur in early March

A lot has occurred since the start of the new fiscal year, July 1st. Given these dynamic changes, my new #4 is now helping the organization strategically think through how to adapt to the new landscape while maintaining quality, impact, and culture.

Organization

The decision to not build the MWA Pittsburg school facility (September MWF Board Meeting) and the decision to “close” MWA Pittsburg (OCT MWA Board meeting) have been in response to the passage of AB 1505, the high cost of construction, and the shift in attitude towards charter schools. Given this shift, I felt we needed to begin the process of assessing and se-setting the expectations for resource allocation at MWA to acknowledge these new realities (please see memo shared with the MWA Board and MW Finance Committee). Retaining our talent, attracting new talent, and developing existing talent should continue to be a critical area of focus.

Final Thoughts

It could seem as if circumstances are conspiring against us in this moment. However, it is also a time strengthen and protect our community. We are easily within the top 5% of all public schools in the Bay Area serving our demographic (Innovate Public Schools Award). As our focus turns away from growth we now begin a process of focusing on quality and further strengthening outcomes.

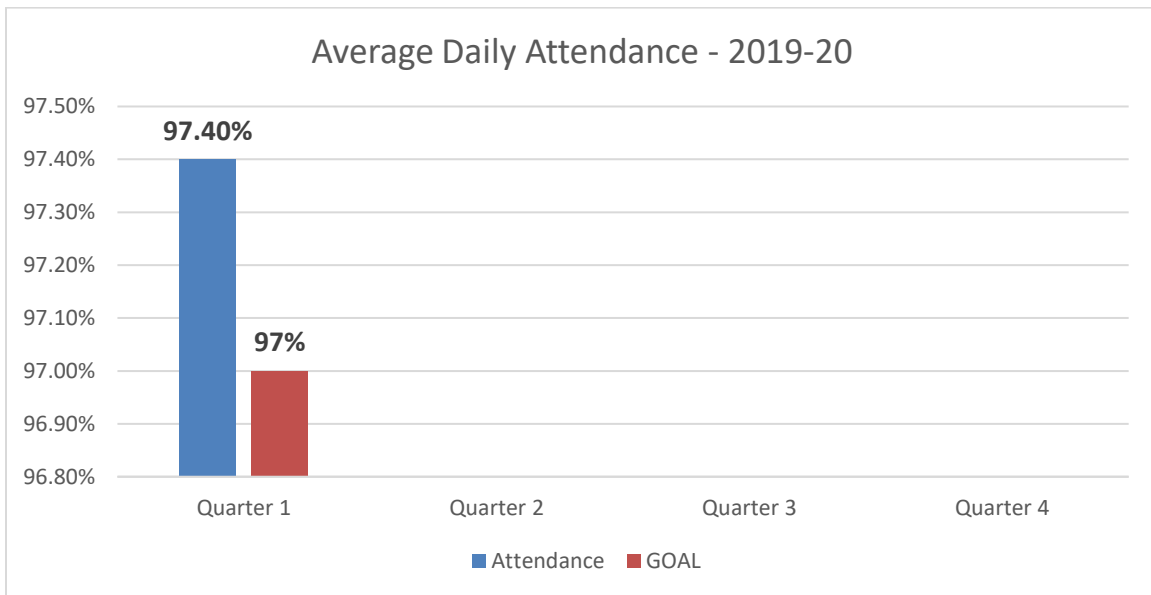
High Level Dashboard Data

Quarter 1 (August-October)

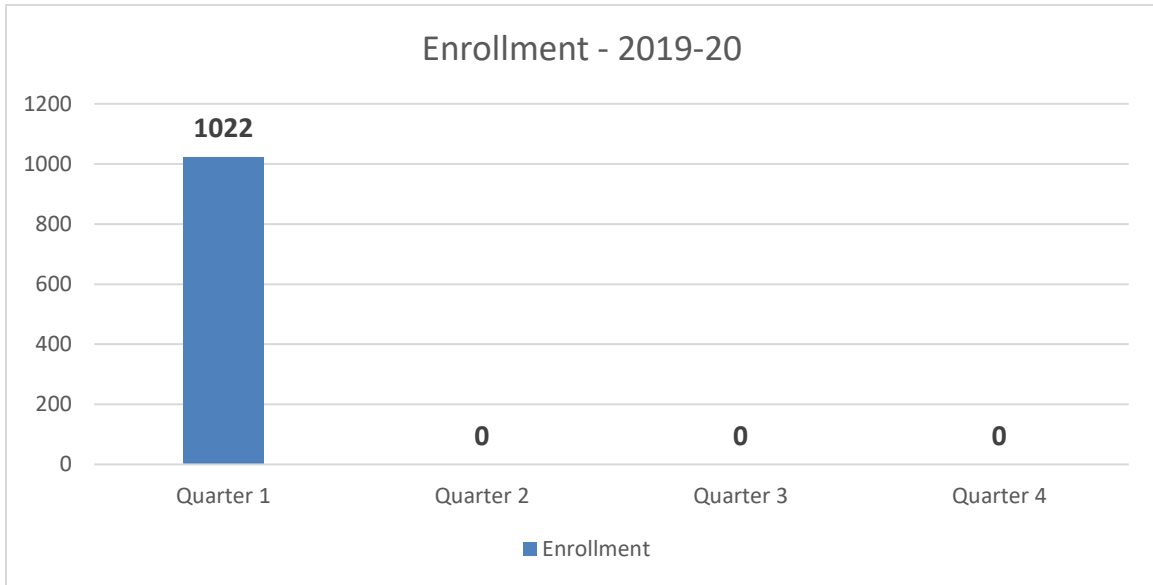
Average Daily Attendance (as of October 21, 2019)

Overall, we have had a strong start to the year for **Average Daily Attendance (ADA)**. MWA staff are active in addressing attendance issues. Below are additional elements to consider for attendance:

- **ADA** is the driver of revenue for public schools (rather than enrollment).
 - For instance, if we have 1,000 students and we have a 97% ADA, we receive funding for 970 students not 1,000 students.
- To this end, we anchor our ADA goals high to capture as much of the revenue as we can.
- In most years we are land at around 96%.
 - Schools serving our demographic can be at anywhere between 90%-94%.
- We make our budget projections based on 95% ADA.
 - This conservative approach means we typically capture more public revenue than projected.

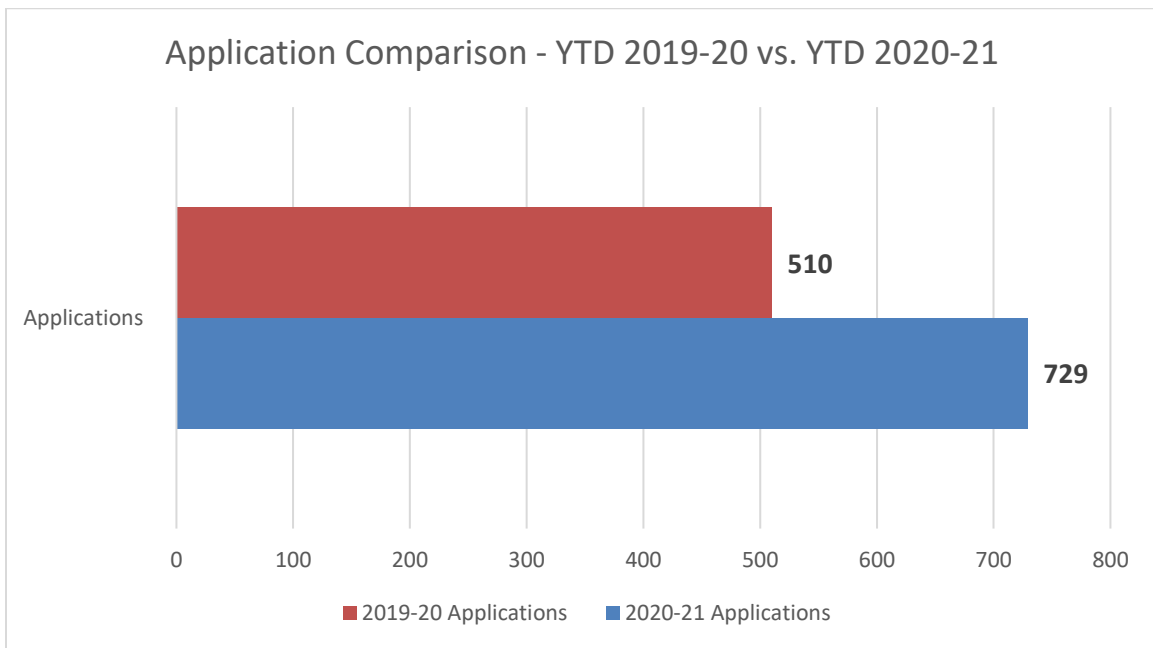


Enrollment (5th-12th grades)



Lottery Applications for 2020-21 (Data as of November 1, 2019)

- **729 TOTAL applications**
- **248 applications for 5th grade (for 168 spots)**
- **5 children of employee applications (0.6%)**
- **64 sibling applications (9.1%)**
- **610 TOTAL FREE/Reduced Meals eligibility applications (83.6%)**
- **397 MWA only applications (54.4%)**
 - versus other charter schools that have access to on the online application platform



Coversheet

Q&A on Written Finance Report

Section: II. Standing Reports
Item: G. Q&A on Written Finance Report
Purpose: Discuss
Submitted by: Hung Mai
Related Material: 01 MWA October Financials-Board of Directors-11.14.19.pdf



Making Waves Academy October 2019 Financial Report

Dear Board of Directors,

On October 31, 2019, Making Waves Academy closed its books with \$1.99M in cash. Operations for MWA and MWAS have been under budget for YTD. MWA spent about \$2M, and MWAS spent about \$425K in October 2019.

Year-to-Date

- MWA finished \$244K, or 4% under budget, and MWAS finished \$301K, or 16% under budget as well.
- Government Revenue only - We received 2.19M. The School District has disbursed the late apportionments of the In-Lieu of Property Tax, and revenue is higher than last year due to the enrollment increase.

MWA

1. We have 13 Full-Time Equivalent (FTE) positions unfilled; therefore, our salaries and benefits are under budget.
2. There was an unexpected increase in Special Education Encroachment Adjustment for FY19 from the School District, which drove the Special Education expense variance up in a vast amount. The amount will be revised accordingly in the 1st Interim Budget.
3. Overall spending still in line with the budget.

MWAS

1. We still have 9 Full-Time Equivalent (FTE) positions unfilled, so salaries and benefits for MWAS are under budget as well.
2. The primary attribute to the under budget percentage gap is due to the unfilled positions.

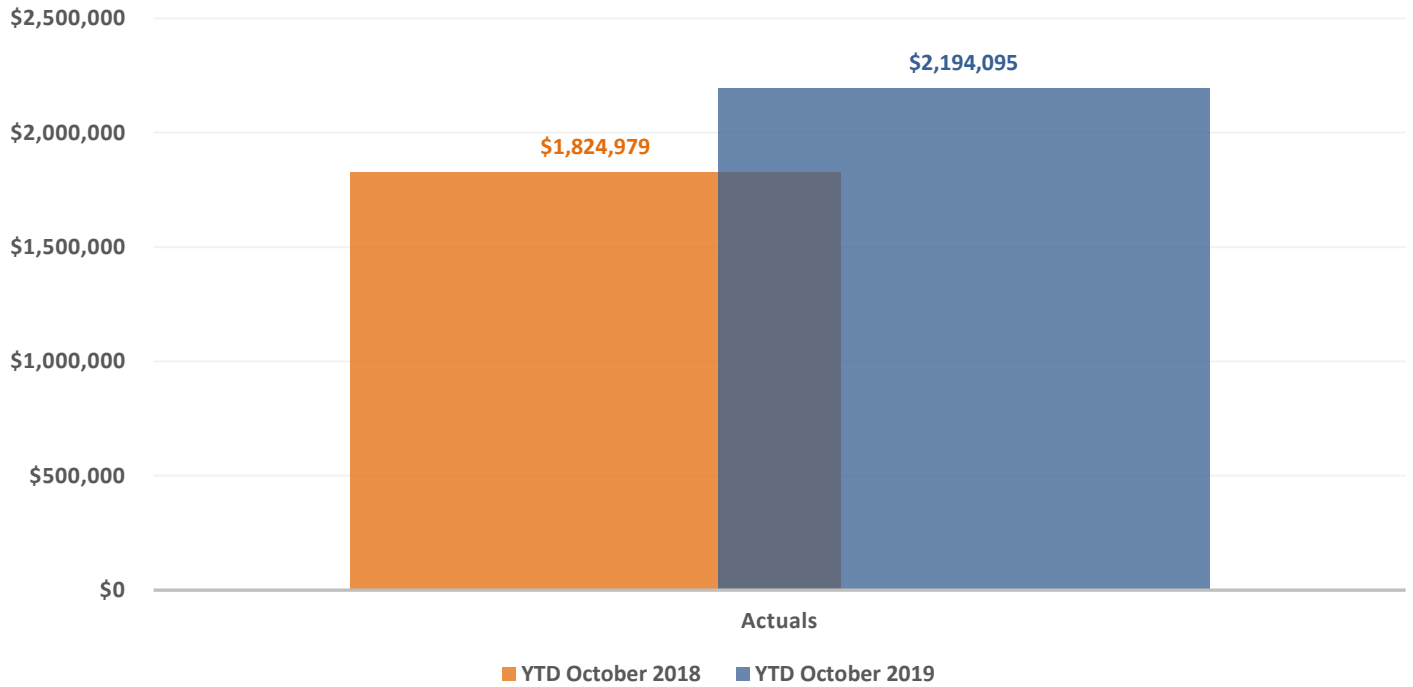
MWA’s student enrollment increased roughly by 78 students from the last fiscal year, but we will not see the additional student enrollment funding from the State until February 2020. We left the West Contra Costa School District’s SELPA to join the El Dorado Charter SELPA. Therefore, our Special Education Funding will also not arrive until February of 2020 due to MWA being a new member. So extra cash is needed from the SRE’s grant to cover our monthly spending from July to January due to all funding will be disbursed in February. We will accrue all the revenues by June 30, 2020.

State and Local Payment Schedule:

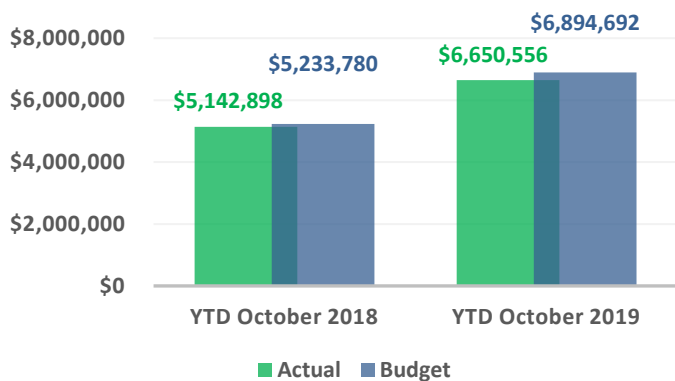
Month	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
State Aid and LCFF	5%	5%	9%	9%	9%	9%	9%	20% of balance due	20% of balance due	20% of balance due	20% of balance due	20% of balance due
Property Tax	10%	6%	12%	8%	8%	8%	8%	8%	8%	8%	8%	8%



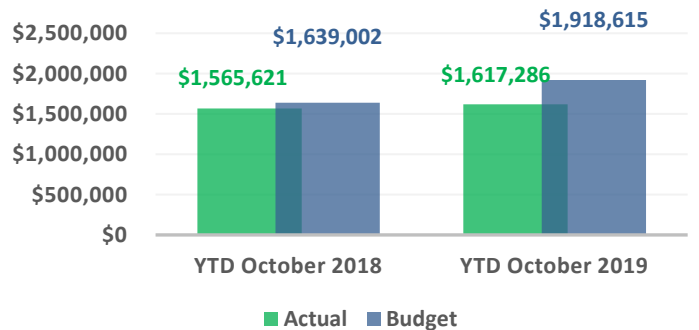
YTD Government Revenues (July - October)



YTD Expenses (July - October) Actual vs Budget - MWA



YTD Expenses (July - October) Actual vs Budget - MWAS (Central Office)



Coversheet

Committee and Advisory Committee Updates

Section: II. Standing Reports
Item: H. Committee and Advisory Committee Updates
Purpose: Discuss
Submitted by:
Related Material: 191210_MWA_Culture & Climate presentation.pdf
MWA - DEI Committee Board Update - 2019-12-12.pdf

Making Waves Academy

Culture & Climate Advisory Committee

December 12, 2019





Culture & Climate: Purpose & Members

Purpose

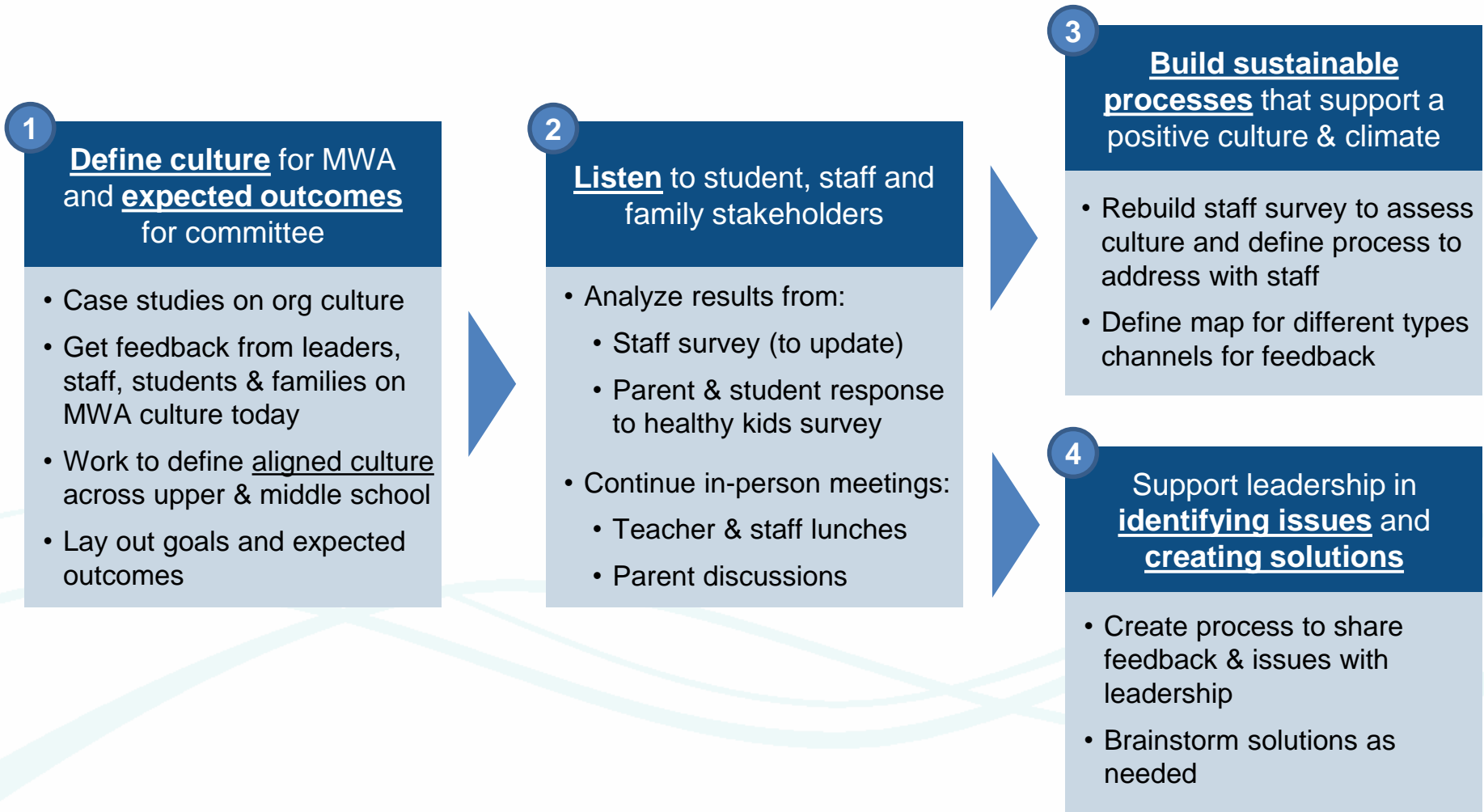
Help MWA drive **college-preparatory student outcomes** by building a **positive, safe, collaborative, and inclusive** culture and climate, striving for excellence, for MWA students, staff and families.

Committee members

- Board Members: Margaret Watson, Layla Naranjo
- Chief of Staff: Liz Martinez
- Reps from upper and middle school leadership & faculty
- Rep from operations staff
- School Site Council president: Ms. Brown
- Plus targeted sub-committees to support initiatives (e.g., *staff support for staff survey*)



Culture & Climate: Key Actions





Culture & Climate: Next Steps

- Finalize committee members
- Begin collecting case studies as basis for understanding org culture
- Start to brainstorm new processes:
 - Rebuilding staff survey
 - Defining new feedback channels

DIVERSITY EQUITY INCLUSION ADVISORY COMMITTEE

December 12, 2019
Board Meeting



ROADMAP

2

Assessment
**Oct
2019**

Analysis
**Nov - Feb
2019**

Pre-
Implementation
**Mar-Jul
2020**

Implementation
**Aug 2020 -
May 2021**

Post-
Assessment
May-Jun 2021

Phase 1: Assessment

3

Diversity Uncovered™ Workplace Climate Survey

*Central Office & School-Wide Staff &
Admin*

Staff to staff, staff to leadership

1. Relationships & Inclusion
2. Diversity & Discrimination
3. Interpersonal Skills
4. Conflict & Harm

RISA™ School Climate Survey

*Middle School & Upper School Staff &
Admin*

Staff to staff and staff to students

1. Relationships & Inclusion
2. Diversity & Discrimination
3. Conflict & Harm

Phase 1: Assessment

4

45

middle
school

83%

Total success!

13

Central
Office

62%

Total success!

31

upper
school

69%

Total success!

17

School-Wide

63%

Total success!

Phase 2: Analysis

5

- » Identify Key Trends & Data Points w/in DEI Advisory
 - » (We are here!)
 - » ***To be completed Jan 2020***

- » Engage Stakeholders with Data
 - » Data Analysis with Each Division
 - » ***To be completed Feb 2020***

Phase 3-5: Next Steps

6

3. Pre-implementation Planning

- a. Identifying Goals
- b. Identifying Teams
- c. Identifying Roles and Responsibilities of All Stakeholders

4. Implementation

- a. Addressing the Issues and Concerns

5. Post-Assessment

- a. Assessing the Impact and Further Improvement

Diversity Equity and Inclusion (DEI) COMMITTEE

7

Alton B. Nelson Jr. CEO

Jessica (Wind) Laughlin Board Member

Eric Mingo Director Diversity & Inclusion

Elizabeth Martinez Chief of Staff

Danilo Garcia Middle School Social Worker

Michelle Chan Academic Advisor

Eric Abrams Community Member

Tiffany Hoang Consultant

Coversheet

CCCOE LCAP Presentation Update

Section: II. Standing Reports
Item: J. CCCOE LCAP Presentation Update
Purpose: FYI
Submitted by: Elizabeth Martinez
Related Material: CCCOE Annual Presentation_EM_10.31.19_Final.pptx

BACKGROUND:

The goal of this annual update is to highlight our successes and also acknowledge our areas of growth. This update is the avenue by which our authorizers monitor our progress and ensure we are serving out students adequately. We started by providing an update on the growth we expect to see on the CA Dashboard this year, an overview of our 2018-19 LCAP, an update on our governance practices, and finally some general updates about where we are in 2019-20. Following presentations, the board members ask pointed questions to clarify issues or concerns related to the presentation and data shown. If you listen to recordings from September, when other schools provided updates, you will hear a number of questions raised by board members ranging from SPED and discipline data to programmatic shifts. Last night, we received about 7-8 questions that were fairly straight forward such as, how many board members do you have?, but we also received compliments. This is a testament to our preparedness, ability to communicate critical information, and most importantly the quality of our educational institution. The staff and the board stated that our presentation was well done! I've attached the presentation that was shown, I encourage you to review the slides and listen to the audio recording which will eventually be available on the CCCOE governance platform. You can access all of the materials reviewed by the board and the recording by visiting: <http://go.boarddocs.com/ca/cccoe/Board.nsf/goto?open&id=BHER546C4326>

RECOMMENDATION:

Review slides, no action is needed.

Making Waves Academy

Annual Update

November 6th, 2019





About Us

- We are a public charter school serving grades 5-12 in Richmond, CA founded in 2007.
- Mission
 - Making Waves commits to rigorously and holistically preparing students to gain acceptance to and graduate from college to ultimately become valuable contributors to the workforce and their communities.



Presentation Outline

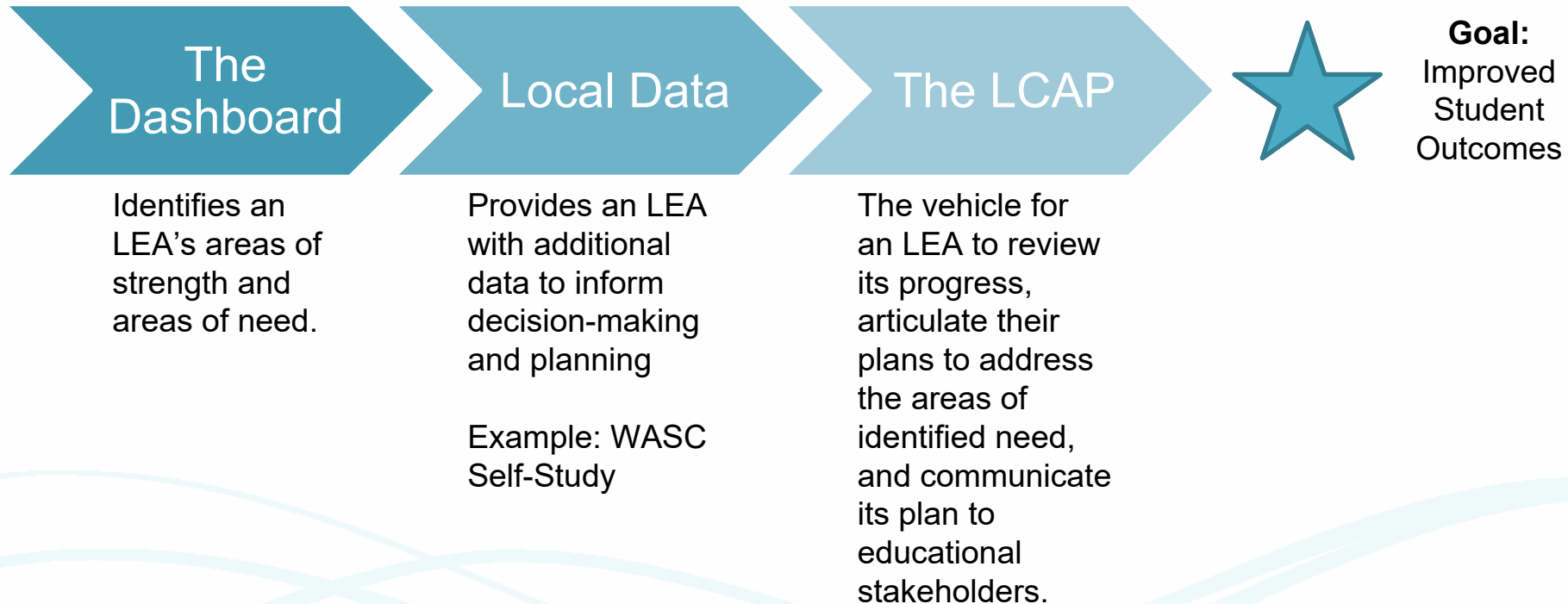
- I. 2018-19 CA School Dashboard
- II. LCAP Goals, Actions, Services & Budget
- III. Governance Proceedings and Process
- IV. General Updates
- V. MWA Pittsburg



I. 2017-18 CA School Dashboard



LCAP/ WASC Alignment





CA School Dashboard – State Indicators

1. Academic Indicator
(includes standardized test results - CAASPP)
2. Career/ College Readiness
3. English Learner Progress
4. Graduation Rate
5. Suspension Rate
6. Chronic Absenteeism





Our Dashboard: State Indicators

Priority 4: Student Achievement (Academic Indicator)

Making Waves Academy English Language Arts			
Grades	2019 Achievement Level	2018 Achievement Level	Change
5th Grade	Standard Nearly Met	Standard Nearly Met	-4.8
6th Grade	Standard Nearly Met	Standard Nearly Met	+22.2
7th Grade	Standard Nearly Met	Standard Met	-10.4
8th Grade	Standard Met	Standard Nearly Met	+34.5
11th Grade	Standard Met	Standard Met	+21.6

Making Waves Academy Math			
Grades	Achievement Level	Achievement Level	Change
5th Grade	Standard Nearly Met	Standard Nearly Met	-13.8
6th Grade	Standard Not Met	Standard Not Met	+22.7
7th Grade	Standard Nearly Met	Standard Nearly Met	-49.4
8th Grade	Standard Nearly Met	Standard Not Met	+38.4
11th Grade	Standard Nearly Met	Standard Nealy Met	+12.2



Our Dashboard: State Indicators

State Priority	Indicator	2019	2018	Change
5: Student Engagement	Chronic Absenteeism (absent 10% or more missed days)	7.8%	7.8%	0%
5: Student Engagement	Graduation Rate (four-year cohort rate anticipated)	98.72%	94.4%	+4.32%
6: School Climate	Suspension Rate (2018-19)	6.0%	6.6%	-.6%
8: Outcomes in a Broad	College/Career Indicator (Projected)	62% 48 out of 78 graduates are prepared	70.8%	-8.8%

- International Baccalaureate (IB) exams
- Grade 11 Smarter Balanced Summative Assessments
- Advanced Placement (AP) exams
- Career Technical Education (CTE) Pathway Completion
- College Credit Course (Previously referenced as dual enrollment)
- A-G Completion
- State Seal of Biliteracy (SSB)
- Leadership/ Military Science



Growth (AY 2019-2020)

- Suspension Data based on 2017-18 data and 2018-19 projections

Subgroup	% of Students Suspended 2017-18	% of Students Suspended 2018-19	% Change
All students	6.6	6.0	-0.6
Socioeconomically disadvantaged	6.7	5.5	-1.2
Students with disabilities	15.2	7.3	-7.9
African American	22.4	14.7	-7.7
Hispanic	5	4.4	-0.6



CA School Dashboard – Local Indicators

1. Basic Conditions
2. Implementation of Academic Standards
3. School Climate Surveys
4. Parent Involvement and Engagement

Did we measure the data during the year?

Did we report this data to our governing board?

Did we upload it to the dashboard website?

Standards:

Met

Not Met

Not Met for Two Years



Our Dashboard: Local Indicators 2017-18

Local Indicator	Performance Standard
<p>Priority 1: Basic Services & Conditions at Schools</p>	<p>Met</p>
<p>Priority 2: Implementation of State Academic Standards</p>	<p>Met</p>
<p>Priority 3: Parent Engagement</p>	<p>Met</p>
<p>Priority 6: School Climate</p>	<p>Met</p>
<p>Priority 7: Access to Broad Course of Study</p>	<p>Met</p>



II. Local Control and Accountability Plan



Local Control and Accountability Plan

- Stakeholder Engagement
- Parent Budget Overview
- LCAP Highlights



Local Control & Accountability Plan - Stakeholder Engagement

- October The SSC and ELAC received formal training on the roles and responsibility of the School Site Council, the SPSA and LCAP process. Such training incorporated current legislation updates around AB716 and the integration of the SPSA and LCAP for applicable LEAs.
- November The SSC received formal training on the WASC cycle and how such will be incorporated into the LCAP process beginning summer of 2019. In addition the SSC hosted the textbook public hearing. At this meeting parents, students and teachers were able to ask detailed questions around the textbooks and curriculum set forth in MWA's education program.
- December December 2018 - The SCC was reminded of their role around monitoring and evaluating the SPSA and in the following year, the LCAP. Each SSC member reviewed the components of the evaluation process and was able to ask questions of clarity.
- March March 2019 - The SSC hosted the LCAP Stakeholder Feedback Session. During this time, over 50 attendees were given an overview of the LCAP process, what the LCAP is and the importance and impact of stakeholder feedback.
- April The SSC was given an updated draft the LCAP Annual Update and expenditures to assist with the evaluation process. Members of the public were also included within this process and were able to review the Stakeholder feedback collected during the LCAP stakeholder feedback session. Such feedback provided in both the March and April meetings will also be incorporated into the WASC Self-Study process as the new goals are developed for 2020-2023.
- May The SSC and public stakeholders received a presentation on intervention services offered to all students throughout the year from both the Middle and Upper schools.

In addition to the School Site Council parent stakeholders were able to provide feedback on the current education program through the ELAC and numerous parent meetings held at different times (Saturdays, mornings and after school) allowing for additional feedback opportunities.



LCAP - Parent Budget Overview

AB1808 added EC Section 52064.1- Must be developed in conjunction with, and attached as a cover to, the LCAP for 2019-20.

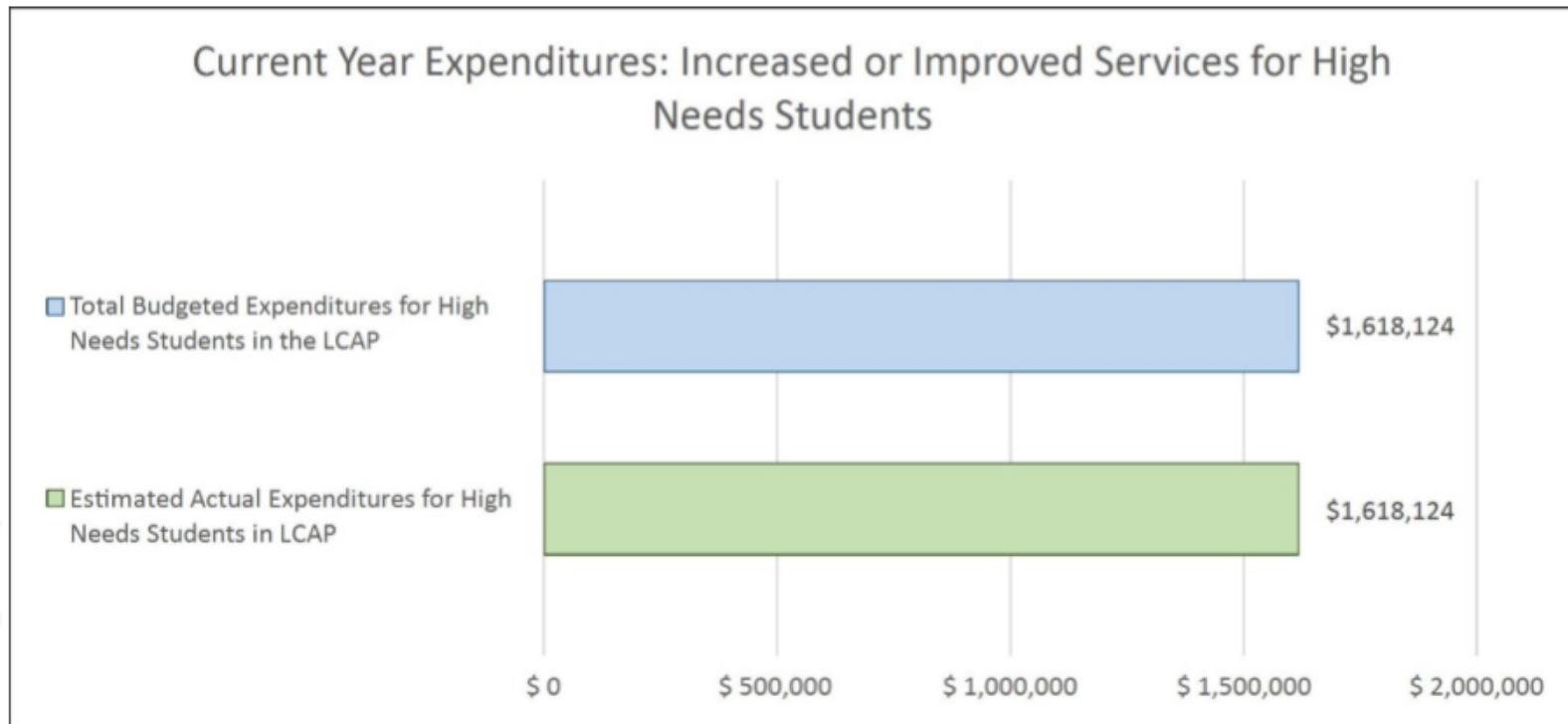
Funds are broken out as follows:

- The LCFF revenue
- The LCFF supplemental and concentration grants
- All other state funds
- All local funds
- All federal funds



LCAP - Parent Budget Overview

Update on Increased or Improved Services for High Needs Students in 2018-19

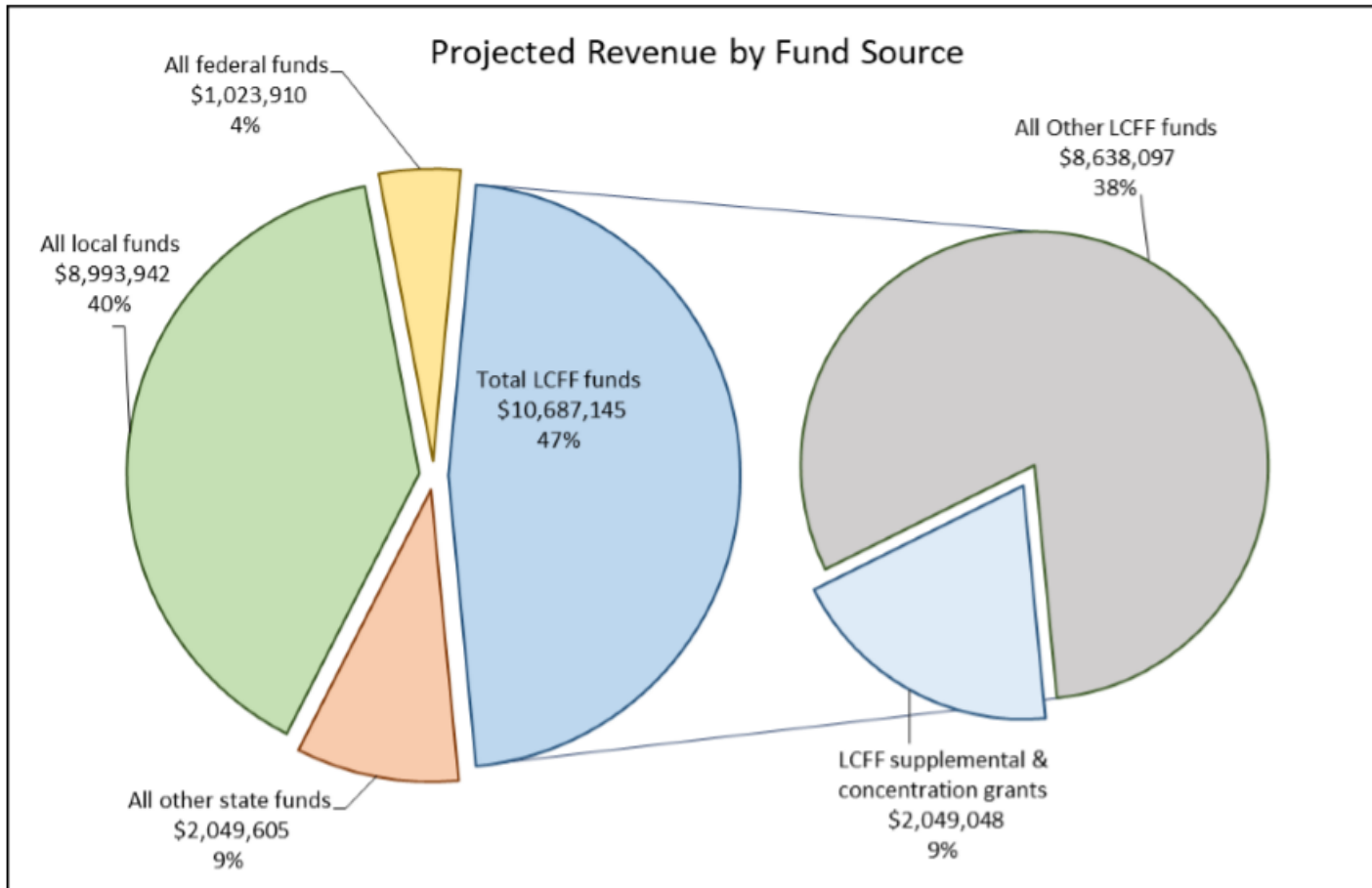


This chart compares what Making Waves Academy budgeted last year in the LCAP for actions and services that contribute to increasing or improving services for high needs students with what Making Waves Academy estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.



LCAP Budget Overview 2019-20

Budget Overview for the 2019-20 LCAP Year



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



LCAP - Annual Update

Greatest Progress

- Increase in Parent Engagement
- Building Capacity with the SSC
- Highest number of EL reclassifications (30+)
- Expanded course options at the US for CTE
- Increased 10 points in mathematics
- 70.8% of seniors were prepared for college, which was a 6.8% increase bringing MWA into the Blue on College and Career readiness and a graduation rate of 94.4%.
- MWA developed and implemented a Black/ African American Student Achievement Initiative (B/AASAI) in the 2018-19 school year.

Greatest Needs

- Suspension rates (Students w/disabilities & African American students)
- ELA and Math Scores
- Chronic Absenteeism



2019-20 LCAP & Next Steps

- Goals will remain the same for 2019-20
- LCAP will also serve as the SPSA
- Beginning this summer - development of the 2020-2023 LCAP will begin.
- Integrated with WASC Self-Study process



III. Governance Proceedings and Process



School Site Council

- Officer Training on 9/12/19 on positions, member nominations/elections, as well as roles and responsibilities of the SSC in school oversight
- Year-long schedule was created to ensure all compliance and oversight functions are completed including review and approval of the LCAP
- Elections are happening in the Spring



Board Meetings

- Updated Bylaws
 - removal of sole statutory structure
- Updated Practices to increase transparency
 - Piloting the recording of the meetings
 - Board is utilizing microphones to support accessibility
 - Agendas are translated to Spanish
 - Presentations are included as a part of the board packet ahead of the meetings
- Increased participation from members of the public



IV. General Updates



General Updates

- Change in SELPA
- WASC Accreditation Year
 - Visit is scheduled for March 2020
- Ribbon Cutting – October 5th, 2019
- Material Revision – Fall 19-Spring 20



V. Pittsburg MWA



Pittsburg MWA

MWA Pittsburg

- On October 17th the MWA Board voted to NOT move forward with MWA Pittsburg and move forward with school closure procedures

Coversheet

Curriculum Review Committee

Section: III. Non-Action Items
Item: A. Curriculum Review Committee
Purpose: Discuss
Submitted by:
Related Material: MWA Curriculum Review Committee Dec 2019.pdf



MWA Curriculum Review Committee Update

Designing Curricular Choices for College Options

December 12, 2019





Committee Presentation Overview

Seven Items in Ten Minutes!

1. Big Idea: Alignment
2. Concerns and Issues
3. Special Programs: AP and GATE
4. Teaching and Learning Cycle
5. College Counseling Report
6. Action Items
7. Questioning and Commenting - You



Curriculum – Standout Component for College Acceptance and Success

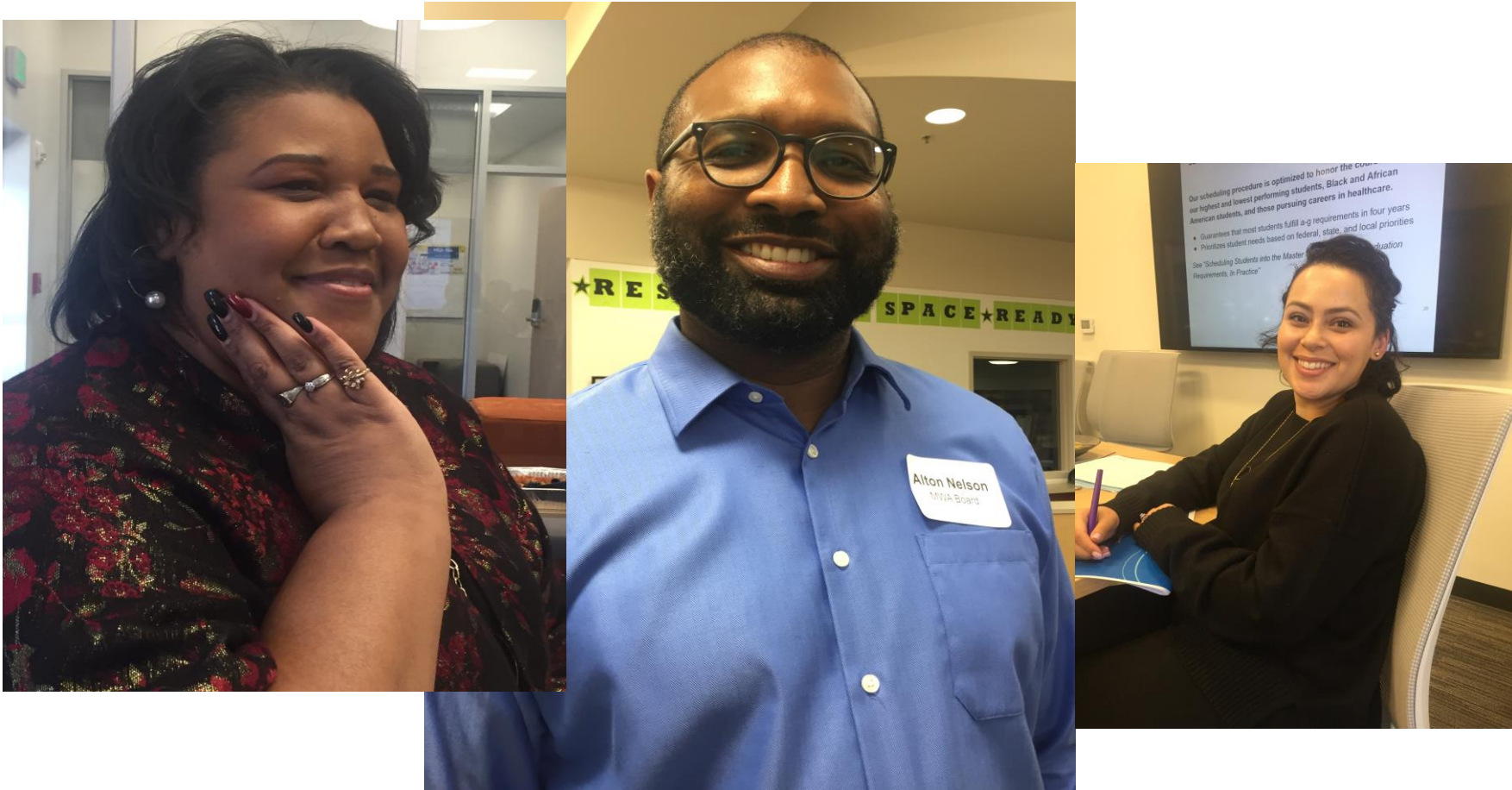
Pipeline Steps Reduce Income Gap

1. Creating aspiration about college and understanding the doors it opens
2. Taking the appropriate curriculum and staying on track
3. Preparing for and taking college entrance exams
4. Applying to college

Q: What do college preparation and college attendance look like at MWA?



Who's At the Table of the CRC?



Who's At the Table of the CRC?



MWA Curriculum Review Committee Report

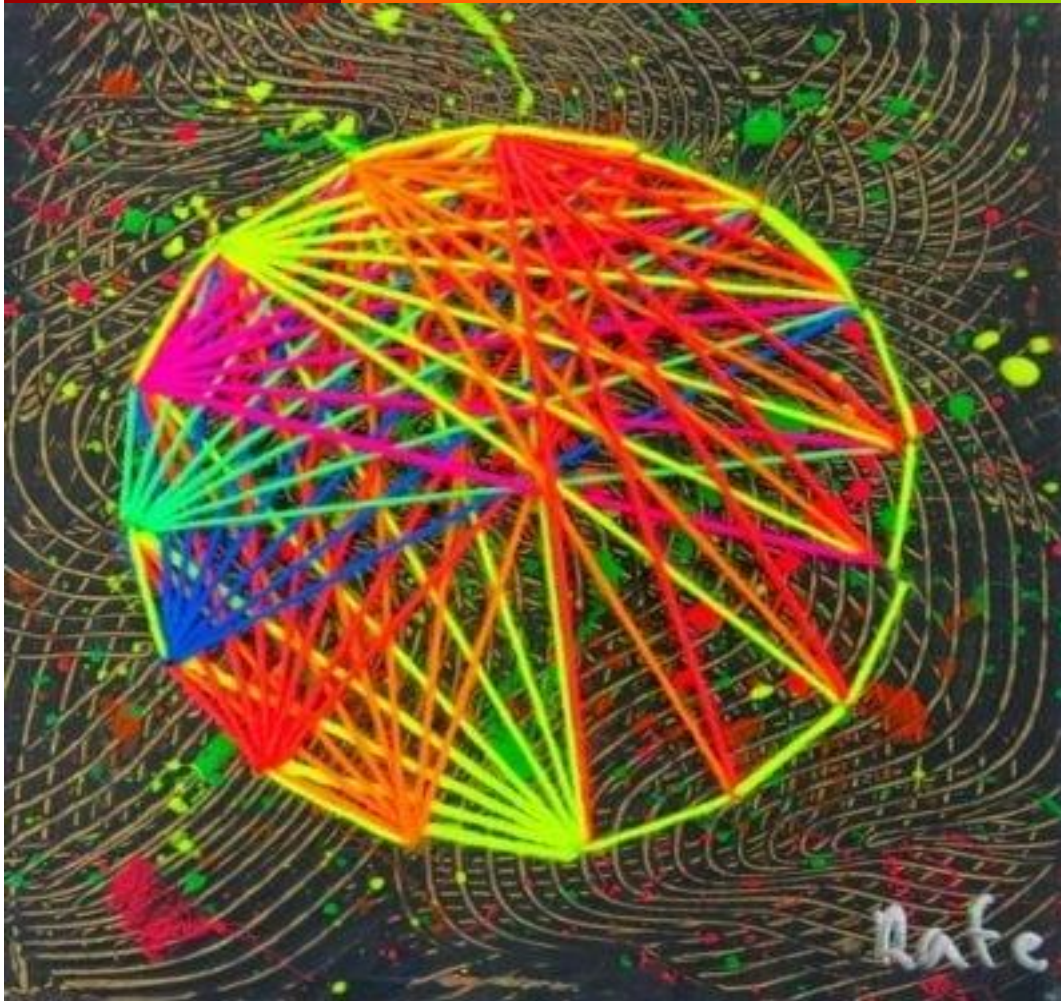
Who's At the Table of the CRC?



Big Idea for 2019-2020 is ALIGNMENT



Big Idea for 2019-2020 is ALIGNMENT



- Teaching and Learning across the Academy
- Facilitating communication, action, and concepts across MS and US
- To what extent are we connecting the dots between MS and US?

Issues and Areas of Concern

- Growing Pains
- Supervision
- New Staff
- Departures
- Adjustment to new spaces



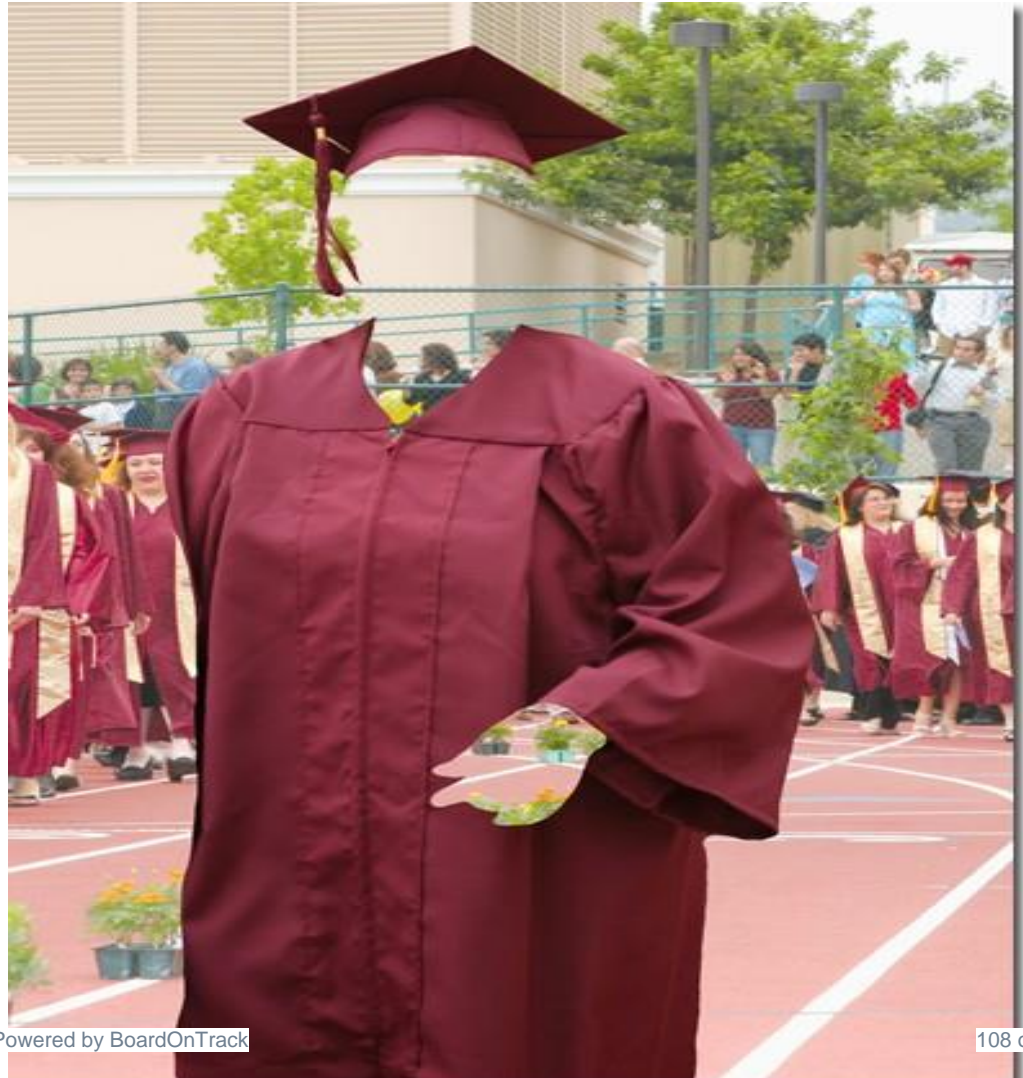
US and MS Faculty Vacancies - Challenges

Upper School

- Pre-Calculus
- Math Coach
- Biology
- RSP
- Applied Tech Coord.

Middle School

- 8th Grade ELA



Advanced Placement Offerings Expanded - Seven Courses !



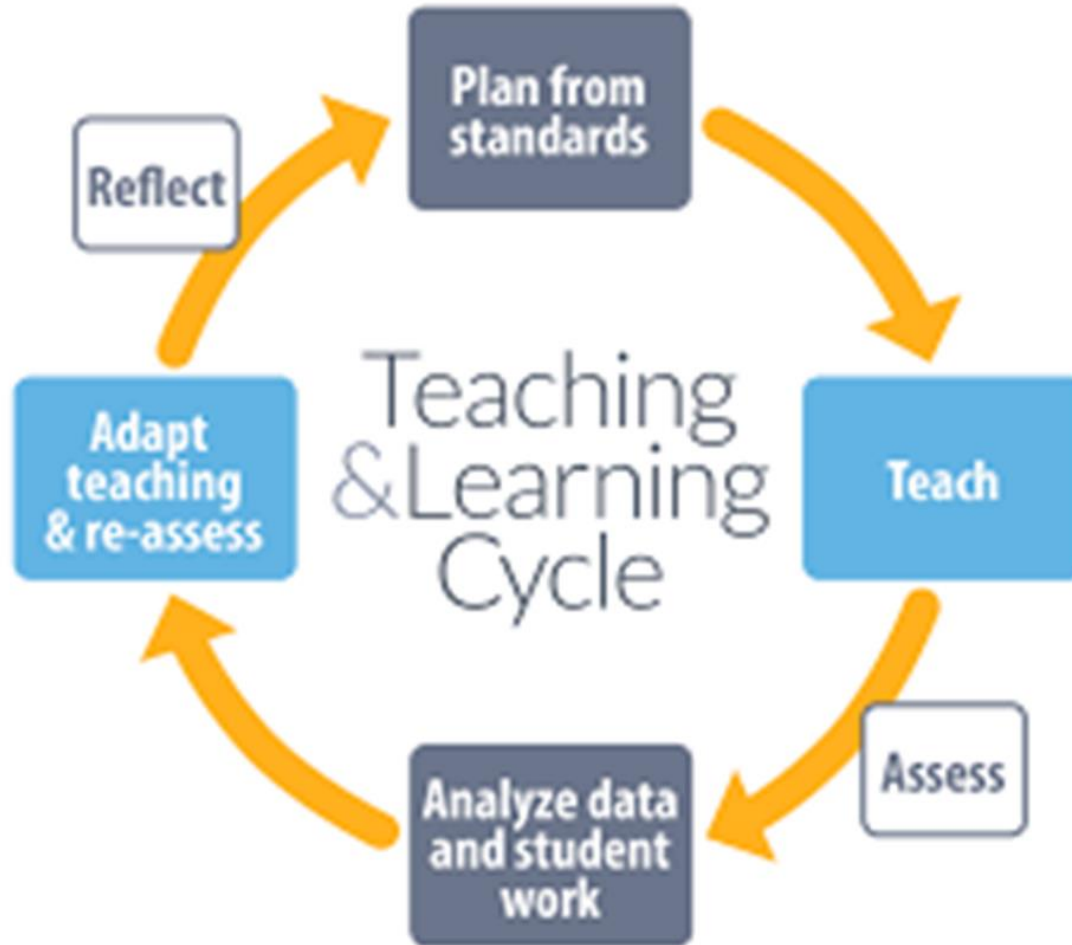
- **AP US History**
- **AP Government and Politics**
- **AP Statistics**
- **AP Calculus AB**
- **AP Psychology**
- **AP English Language and Composition**
- **AP Spanish Language and Culture**

GATE: Gifted and Talented Program Update



- Program expanded to 6th grade
- Differentiated curriculum
- Academic study options – internal and external to Richmond
- # of 8th Grade Students: 12
- # of 7th Grade Students: 20
- # of 6th Grade Students: 16

Teaching and Learning Cycle Implemented Across the Academy



Inspiring Teachers to Improve Practice

MS and US teachers meet to discuss the teaching and learning cycle

Professional Development and YAAG aligned

Time for content teams to develop culture



Teacher Peer Observations = Teamwork



Teachers give feedback in "Glows and Grows" format

95 %

of all faculty felt observation cycle was a useful experience

Did your re-teach work?

College Update Report – Topics of Discussion

- Acknowledging Student Dreams and Aspirations
- Need for more College-educated workforce
- Optimizing A-G coursework
- Student Support – Marlin Hour



How can the College Counseling Program support student interest and achievement?

Promoting the Making Waves Mission

➔ **Students are ready with the curriculum they need, the teachers who motivate and facilitate, and the resources to graduate from college and achieve their life goals.**





UC and CSU A-G Curriculum: The California "Gold Standard"

- History: 2 years
- English: 4 years
- **Mathematics:**
- **3 years required**
- **4 years recommended**
- Laboratory Science
- 2 years required
- 3 years recommended
- **Foreign Language**
- **2 years required**
- **3 years recommended**
- Visual and Performing Arts
- 1 year required
- College Prep Elective
- 1 year required

Highest Number of CSU-Eligible Students in School History

Significant Growth in an Important Metric



TABLE 7: ADMISSION ELIGIBILITY OF COMPLETERS BY ACADEMIC YEAR

	2014-15		2015-16		2016-17		2017-18		2018-19*	
	Total	Percent	Total	Percent	Total	Percent	Total	Percent	Total	Percent
Completers - Diplomas and Certificates¹										
Single-Year Seniors	71 ²	88.75 ³	71	89.87	76 ⁴	97.44	71	100.00	83	100.00
Admission Eligibility of Single-Year Completers										
Number UC Eligible	54	76.06 ⁵	41	57.75	42	55.26	38	53.52	52	62.65
Number CSU Eligible	63	88.73	54	76.01	59	77.63	51	71.83	71	85.54

* Data for 2018-19 represent projections for total completers, percent of completers, and percent of admission-eligible single-year completers. Total number of admission-eligible single-year completers is accurate as of October 29, 2018.

Ensuring College Readiness – Responding to Student Interests

Career-themed courses
in Healthcare

High interest in
Computer Science

Expressed interest in
Coding



Coming Attractions: Action Items - Systems

- Parent communication on online courses
- Refine course sequencing for Healthcare CTE pathway
- Consistency in use of Marlin Hour
- Finalize bell schedule minutes
- Monitor progress of Math Task Force and report to MWA Board



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Coming Attractions: Action Items – Data, Outcomes

- ➔ **Share A-G Completion rates for Contra Costa and/or WCCUSD**
- ➔ **Promote A-G Completion rates for MWA grads**
- ➔ **Outcome info on how peer observation impacts student achievement, especially in Math**



Coming Attractions: Spring Action Items-Future

- ➔ **US DCI to visit San Rafael schools to learn about Spanish for Native Speakers**
- ➔ **Alternate courses for fourth year of Math?**
- ➔ **Offer US music courses**
- ➔ **Concurrent enrollment in community colleges – options?**



Questions, Comments, and Feedback



Coversheet

Board Minutes: October 17, 2019 Board Meeting

Section: IV. Action Items
Item: A. Board Minutes: October 17, 2019 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for October MWA Board Meeting on October 17, 2019

APPROVED



Making Waves Academy

Minutes

October MWA Board Meeting

Date and Time

Thursday October 17, 2019 at 10:30 AM

Location

4123 Lakeside Dr, Richmond, CA 94806 (Upper School Library)

If you are in need of disability-related accommodations, please contact:

Si necesita adaptaciones relacionadas con la discapacidad, comuníquese con:

Elizabeth Martinez at emartinez@mwacademy.org or 510-275-7331.

All members of the public must pick up a visitor sticker from the main office to enter campus during school hours. In accordance with the Brown Act, you are not required to provide your name to attend and signing in is voluntary but a visitor sticker is required to keep the campus safe.

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Los miembros del público que asisten a las reuniones de la junta deben permanecer dentro del lugar de reunión designado y no se les permite caminar por el campus por razones de seguridad. Tras la suspensión de la junta, los visitantes deben salir del campus.

Directors Present

Alicia Klein, Burak Gursel, Daryle Morgan, Margaret Watson, Maricela Navarro

Directors Absent

Esther Hugo, Jessica Laughlin, Layla Naranjo

Directors who left before the meeting adjourned

Daryle Morgan

Guests Present

Angela Garay, Antonio Martinez, Ashley Yarbrough, Athena Draper, Ben Arizmendi-Calvert, Brandon Greene, Caitlin Shelburne, Cedrice Bennett, Christine Dougan, Darcy Heppenstall, Dominique Moss, Elizabeth Martinez, Eva Yabar, Evangelia Ward-Jackson, Hung Mai, Jennifer Pellegrine, Jon Siapno, Jonathan Hemelberg, Jonathan Wright, Marthaa Torres, Melissa Macho, Patrick O'Donnell, Rachel Navarro, Tracey Mansfield, Vanessa Caigoy

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Alicia Klein called a meeting of the board of directors of Making Waves Academy to order on Thursday Oct 17, 2019 at 10:33 AM.

C. Motion to Reorder the Agenda

Motion to move items IV and V forward and move II. D-H to the end of the agenda.

Maricela Navarro made a motion to approve the reorder of the agenda.

Margaret Watson seconded the motion.

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

D. Closed Session

Board adjourned to closed session and took no action.

E. Public Comments

Speaker 1: She is following up on her comment that her son was bored and is concerned about his declining test scores. She is requesting an individualized plan for the student so that he can improve.

Speaker 2: Parent representative for School Site Council (SSC) and the 24th Wave. Thanked the board for providing information in Spanish during Board Meetings and SSC meetings. Parent asked the Board to consider moving the meeting time to the evenings on behalf of other parents who have reached out to her.

II. Standing Reports

A. Adjusting for Successful Growth

- Pittsburg Update:
 - At the September Making Waves Foundation (MWF) Board Meeting, the MWF board decided not to build a facility for Making Waves Academy (MWA) in Pittsburg due to the political landscape for charters and the climbing construction costs. MWF is still committed to supporting the Academy in Richmond. While it is disappointing to not be able to open a school in Pittsburg, MWF did commit a financial gift to programs that are serving youth and support college access in Pittsburg. The MWA Board will formally vote on the Pittsburg charter later in the meeting.
- Update on WASC
 - MWA is in its WASC accreditation year and in the middle of writing its Self-Study report. The WASC visiting committee will visit MWA in March 2020.

B. Mission Connection: Summer Splash Panel

Dr. Ward-Jackson introduces the panel of 5th graders and the Coordinator for Extended Day and Enrichment.

- Inaugural year for the Summer Splash whose purpose is to introduce students to the campus
- 5th Grade Students share their reflections:
 - The program gave the students the ability to get a "head start" on the geography of the campus and the courses/instructors/staff
 - The students found the experience valuable because they met new people and that helped them feel prepared and to build relationships
 - It was valuable to be able to take the math and ELA diagnostics ahead of time
 - The students think that all incoming 5th graders should take Summer Splash to help them acclimate
 - Students would like for Summer Splash to be longer, to incorporate more time outside, less testing, and more projects

C.

Deep Dive: SBAC Simulation Activity

The Board experienced a practice 5th grade Math SBAC exam and engaged in discussion about the experience of taking the exam.

III. Action Items

A. Board Minutes: September 05, 2019 Board Meeting

Daryle Morgan made a motion to approve minutes from the September MWA Board Meeting on 09-05-19 September MWA Board Meeting on 09-05-19.

Burak Gursel seconded the motion.

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

B. Sufficiency of Textbooks & Instructional Materials Resolution

Maricela Navarro made a motion to approve.

Margaret Watson seconded the motion.

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

C. Bright Path Contract

Burak Gursel made a motion to approve.

Daryle Morgan seconded the motion.

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

D. New Contract/MOU Policy

Daryle Morgan made a motion to approve.

Maricela Navarro seconded the motion.

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

This process was already taking place but the Board is voting to make it an official policy.

E. MWA Pittsburg

Maricela Navarro made a motion to approve the closure of the charter number assigned to MWA Pittsburg.

Burak Gursel seconded the motion.

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

MWA CEO, A. Nelson, provided information on changing legislature and the MWF decision related to MWA Pittsburg.

IV. Consent Action Items

A. Consent Items Vote

Burak Gursel made a motion to approve the consent items.

Daryle Morgan seconded the motion.

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

B. Alliant MOU -- Teacher Residency

C. Alliant MOU -- General

D. MyLexia Renewal

E. Cisco Smartnet Support Renewal

F. Consent Items Vote

V. Non-Action Items

A. California Dashboard Overview

Director of Compliance and Data & Information Systems Administrator present on the 2019 CA Department of Education Dashboard.

- Board members asked questions about the College/Career Indicator
- Board President asked questions regarding self-ratings included in the self-reflection tool

VI. Standing Reports Continued

A. Q&A on Division Director Reports

Board asked questions about the middle and upper school reports.

Middle School

- Board asked for follow up data regarding the summer school gains
- Board asked questions regarding study trip day attendance

Upper School

- Board asked how alignment is happening in absence of an US Division Director
- Board asked the senior leaders to consider how the Board can support them during the vacancy
- Parent Representative asked the difference between 4 year private and public institutions and for that information to be shared with the parents

B. CEO Report

- Board asked questions about current vacancies and what the plan is for filling them
- Board asked how they can support the CEO during these vacancies

C.

Q&A on Written Finance Report

D. Diversity and Inclusion Advisory Committee

Daryle Morgan left.

E. SSC Update

M. Navarro gives update from October 3rd, 2019 School Site Council Meeting.

- Presentation on Title I funds
-

VII. Discussion Items

A. Appreciations by the Board of Directors

Board and staff shared appreciations.

VIII. Closing Items

A. Schedule of Board of Directors Meetings 2019-2020

- December 12th, 2019, 10:30 am-2:00 pm
- February 6th, 2020, 10:30 am-2:00 pm
- March 19th, 2020, 10:30 am-2:00 pm
- May 7th, 2020, 10:30 am-2:00 pm
- June 18th, 2020, 10:30 am-2:00 pm

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 2:20 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Accept Minutes for Committees and Advisory Committees

Section: IV. Action Items
Item: B. Accept Minutes for Committees and Advisory Committees
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Rescheduled: Curriculum Review Committee Meeting on November 15, 2019
MWA Finance Advisory Committee Meeting-11.21.2019-Minutes.docx

DRAFT



Making Waves Academy

Minutes

Rescheduled: Curriculum Review Committee Meeting

Date and Time

Friday November 15, 2019 at 11:00 AM

Location

4123 Lakeside Dr, Richmond, CA 94806 (Central Office)

Fall Curriculum Review Committee of the MWA Board of Directors

If you are in need of disability-related accommodations, please contact:

Si necesita adaptaciones relacionadas con la discapacidad, comuníquese con:

Elizabeth Martinez at emartinez@mwacademy.org or 510-262-1511.

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Committee Members Present

Alicia Klein, Alton B. Nelson Jr., Caitlin Shelburne, Esther Hugo, Evangelia Ward-Jackson, Jon Siapno, Priscilla Mendez

Committee Members Absent

None

Guests Present

Elizabeth Martinez

I. Opening Items

A. Record Attendance and Guests

B. Call the Meeting to Order

Alicia Klein called a meeting of the Curriculum Advisory Committee of Making Waves Academy to order on Friday Nov 15, 2019 at 11:07 AM.

II. Curriculum

A. Introductions, Orientation to the Agenda, and Overview Focus for Fall & Spring Meetings

Focus areas for today were alignment and a focus on math needs for the academy. Despite the number of vacancies, the organization is doing a great job focusing on teaching and learning.

B. Upper School & Middle School Presentation & Discussion

Division Director for the middle school introduced the Directors of Curriculum and Instruction (DCIs) for both divisions.

Pre-Reading

- Board President asked clarifying questions about the instructional materials lists related to the curriculum offerings for the upcoming year including Spanish and GATE.
- Board President asked clarifying questions about the US teacher perspectives on the new campus to understand if these statement representative of the majority.

- Board President shared that the concerns about the facilities are being funneled to the real estate committee of the foundation for remediation where possible.
- Board President expressed concern and asked clarifying questions about some students not feeling connected to the campus. The upper school is working to address these concerns through the deans, faculty and student clubs.
- Board member asked if the school has noticed any changes in student achievement as a result of the move.

Presentation

- DCIs provided an update on staffing for both divisions, board members asked clarifying questions.
- DCIs shared highlights and areas of growth for both divisions.
 - Middle school: long-standing faculty stability and advanced education/certification of teachers are positives. They are wrestling with change management related to model shifts, credentialing and other personnel concerns.
 - Upper school: collaboration among peers and outreach on behalf of peers are positive. They are wrestling with mid-year departures and sustainability as well as credentialing.
- Group engaged in discussion about credentialing requirements that are changing and how the school is handling those changes.
- DCIs provided a high-level summary of framework, approach and delivery to professional development across the school. The work was anchored in aligned instructional priorities by content. Each cycle is about a quarter long. They reported that approximately 80% of the professional development has happened together (middle and upper school).
- DCIs and MS Director highlighted that all faculty are planning from the same documents to ensure alignment, all faculty are engaging in peer observations across the divisions, as well as areas of strength and growth.

C. Lunch

D. College and Career Counseling Presentation & Discussion

Board members asked clarifying questions regarding pre-reading related to:

- A-G requirements
- Graduation requirements
- Concurrent enrollment
- Pre-requisites and sequencing of courses, particularly in relation to the CTE pathway

Director of College and Career Counseling (CCC) presented on structural inequalities that may threaten life dreams.

Director of CCC outlined current offerings and future plans:

- Proposal to optimize bell schedules, course offerings, and scheduling procedures to combat some of the threats was discussed.
- Board members were supportive of full block schedule shift for the upcoming year.
- Group discussed different options for the schedule to optimize and equalize for instructional minutes for all periods.
- Board President asked for the school to look at how sections are distributed in fine and performing arts, with the goal of eventually including US music options that align with the MS offerings.
- Director of CCC explained scheduling processes.

E. Break

III. Closing Items

A. Confirm Action Items, Exit Ticket, & Closing Thoughts

Group discussed action items and agreements for next steps.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:36 PM.

Respectfully Submitted,
Elizabeth Martinez



Finance Advisory Committee

Minutes

Date and Time: November 21st, 2019 at 10:30 AM

Location: 3045 Research Drive, Richmond, CA 94806

ATTENDING:

Committee Members: Alicia Klein, Lori Crawford, and Sid Landman

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

Guests: MWF CEO Patrick O'Donnell and MWF CFO Elaine Clark

Agenda:

1. Budgeting Process

- a. The CEO wants to break expenses into three categories (Core, Holistic, and Like to Have) to inform the 2020-21 budgeting process. He wants to anchor expenses to a percentage of the monies generated via public funding.

2. MWA 2019-20 1st Interim Budget

- a. The significant changes on the first interim:
 - i. Increase \$250,000 on Special Education for 2018-19 fees
 - ii. Increase nurse contract for an unfilled nurse position
 - iii. Increase additional psychological services to support high school students
- b. The Finance Advisory Committee recommended the first interim to the MWA's Board for approval

3. FAC Minutes: August 20, 2019, FAC Meeting

- a. The Finance Advisory Committee members approved August 20, 2019, FAC Meeting minutes.

Coversheet

Material Revision

Section: IV. Action Items
Item: E. Material Revision
Purpose: Vote
Submitted by: Alton B. Nelson Jr.

Related Material:

MWA Charter Richmond 4-12 Material Revision 12-10-19.docx
Board Resolution_Expanding Grade Level_V02.rtf
Executive Summary_MWA Charter Richmond 4-12 Material Revision 12-10-19_abn edit.docx

BACKGROUND:

MWA will seek a material revision to its charter to include lower grade(s). The Executive Summary outlines the changes that are required to the charter before it is submitted to the Contra Costa County Office of Education for approval in the spring.

RECOMMENDATION:

We recommend that the MWA board approves the proposed revisions to the charter.

CHARTER
OF
MAKING WAVES ACADEMY



RENEWAL CHARTER SUBMITTED AS OF NOVEMBER 14, 2016 TO THE
CONTRA COSTA COUNTY OFFICE OF EDUCATION
77 SANTA BARBARA ROAD, PLEASANT HILL, CALIFORNIA 94523

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

RENEWAL CHARTER
FOR THE TERM: JULY 1, 2017 – JUNE 30, 2022

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I. CHARTER OF THE MAKING WAVES ACADEMY A CALIFORNIA PUBLIC CHARTER SCHOOL

It is the intent of the Legislature, in enacting the Charter Schools Act of 1992, to provide opportunities for teachers, parents/guardians, pupils, and community members to establish and maintain schools that operate independently from the existing school district structure, as a method to accomplish the following:

- Improve pupil learning;
- Increase learning opportunities for all pupils, with special emphasis on expanded learning experiences for pupils who are identified as academically low achieving;
- Encourage the use of different and innovative teaching methods;
- Create new professional opportunities for teachers, including the opportunity to be responsible for the learning program at the school site;
- Provide parents/guardians and pupils with expanded choice in the types of educational opportunities that are available within the public system;
- Hold the schools established under this part accountable for meeting measurable ~~pupils~~pupils' outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems;
- Provide vigorous competition within the public school system to stimulate continual improvements in all public schools.

The Charter Schools Act (or Act) (Education Code Sections 47600 *et seq.*) requires each charter school to have a “charter” that at least outlines the sixteen (16) mandatory items of the Act. The following provisions of this Charter coincide with the requirements of Section 47605 of the Act.

A. Affirmations and Declaration

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

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code Sections 60605 and 60851, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. [Ref. Education Code Section 47605(c)(1)]
- The Charter School declares that it shall be deemed the exclusive public school employer of the employees of Making Waves Academy for purposes of the Educational Employment Relations Act. [Ref. Education Code Section 47605(b)(6)]

-
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. [Ref. Education Code Section 47605(d)(1)]
 - The Charter School shall not charge tuition. [Ref. Education Code Section 47605(d)(1)]
 - The Charter School shall admit all students who wish to attend the Charter School, and who submit a timely application; unless the Charter School receives a greater number of applications than there are spaces for students, in which case each application will be given equal chance of admission through a public random drawing process. Except as required by Education Code Section 47605(d)(2), admission to the Charter School shall not be determined according to the place of residence of the student or his or her parents within the State. Preference in the public random drawing shall be given as required by Education Code Section 47605(d)(2)(B). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code Section 47605(d)(2)(C). [Ref. Education Code Section 47605(d)(2)(A)-(C)]
 - The Charter School shall not discriminate on the basis of the characteristics listed in Education Code Section 220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code or association with an individual who has any of the aforementioned characteristics). [Ref. Education Code Section 47605(d)(1)]
 - The Charter School shall adhere to all provisions of federal law related to students with disabilities including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 and the Individuals with Disabilities Education Improvement Act of 2004.
 - The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary. [Ref. Title 5 California Code of Regulations Section 11967.5.1(f)(5)(C)]
 - The Charter School shall ensure that teachers in the Charter School hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to that which a teacher in other public schools is required to hold. As allowed by statute, flexibility will be given to noncore, noncollege preparatory teachers. [Ref. Education Code Section 47605(l)]
 - The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
 - The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code Section 47612.5(a)(1)(A)-(D).
 - If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide

that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card and health information. [Ref. Education Code Section 47605(d)(3)]

- The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. [Ref. Education Code Section 47612.5(a)(2)]
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. [Ref. Education Code Section 47605(c)]
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. [Ref. Education Code Sections 47605 and 47605.1]
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. [Ref. Education Code Sections 47612(b) and 47610]
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act (“ESEA”), as reauthorized and amended by the Every Student Succeeds Act (“ESSA”).
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act.
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall meet or exceed the legally required minimum number of school days. [Ref. Title 5 California Code of Regulations Section 11960]

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

Date

B. Introduction

Making Waves Academy is a grade ~~5~~4-12 charter school that provides a voluntary public educational choice for parents/guardians with students in grades ~~5~~4-8 on one campus and 9-12 on an adjacent campus who choose to have their children educated in an alternative learning environment.

MWA provides quality educational instruction and guidance, curricular support, and selected resource materials to ensure that students make appropriate progress toward achievement of MWA's school-wide outcomes.

MWA's objective is to provide a vehicle for the delivery of rigorous, challenging educational experiences for students whose families have chosen to educate their children outside of the traditional public setting.

C. Successes and Accomplishments of the Prior Charter Term: 2012-2017

Listed below are a summary of high level successes and accomplishments since the last charter renewal in 2012 (Also see Appendix A):

- Fully **built-out growth** in all grade levels 5th-12th in the 2014-15 school year.
- Successful **WASC accreditation renewal** in 2013-14 for the full six-year term. The new accreditation runs through the 2019-20 school year.
- Achieved **822 schoolwide API** score in 2012-13 before API system was suspended to make way for the new CAASPP system and revised API.
- Selected as one of the **top performing high schools in the Bay Area** by Innovate Public Schools, a Bay Area public education and parent advocacy organization.
 - Criteria for the award is based on the performance of African American and Latino subgroups in low income public schools (where 50% or more qualify for Free/Reduced Meals) whose CAASPP scores exceed the state average in math and English. MWA earned this distinction for its Latino subgroup for the 2014-15 and 2015-16 school years.
- **Graduation rates** of 97% for Class of 2015 (Wave 12) and 95% of Class of 2016 (Wave 13).
- **Graduated two senior classes** where:
 - **70%** of the students attend 4-year colleges
 - **30%** attend 2-year colleges.
- MWA graduates are attending a **range of 2-year and 4-year colleges** including:
 - **Local two-year colleges** such as Diablo Valley College, Contra Costa College, & ~~Merritt~~Merritt College
 - **CSU** campuses such as East Bay, Sacramento, & San Francisco
 - **UC** campuses such as Berkeley, Los Angeles, & Davis
 - **Small** private colleges such as Santa Clara, Vassar, Linfield, Tufts, & Macalester
 - **Ivy League** colleges such as Columbia
- First MWA graduate awarded the prestigious **Gates Millennium Scholarship**.
- **Clean audits** over the past four years with no material findings.
- Average **average-daily attendance of 96.5%** or higher over the last four years.
- Developed and utilize a high-functioning **School Site Council (SSC)** that is integrally involved in the LCAP process and on select programmatic, facility, and compliance reviews.
- Established governance, oversight, and input **protocols and systems** for SSC review and Board approval for curriculum, WASC Action Plan review, and other compliant-related items.

D. Request for Charter Renewal

MWA has operated successfully for nine years. 2016-17 marks the 10th year of the school. MWA respectfully submits this request for a renewal of its charter for another five years, from July 1, 2017 to June 30, 2022.

E. Evidence of Meeting Charter Renewal Standards

Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.5(b)(1):

Education Code Section 47607(b) requires that a charter school must meet at least one of the following renewal criteria prior to receiving a charter renewal:

- (1) Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.
- (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- (3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.
- (5) Has qualified for an alternative accountability system pursuant to subdivision (h) of Education Code Section 52052.

The following shall serve as documentation confirming that the Charter School meets the statutory criteria required for renewal as set forth in Education Code Section 47607(b)(4) (Also see Appendix B)

*Note on Testing Data

Assembly Bill 484 amended Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- Alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups.

The Charter School meets the charter renewal criteria established in Education Code Section 47607(b) by utilizing “the most recent API calculation” and “alternative measures” as allowed per Education Code Section 52052(e)(4)(A), as further specified below.

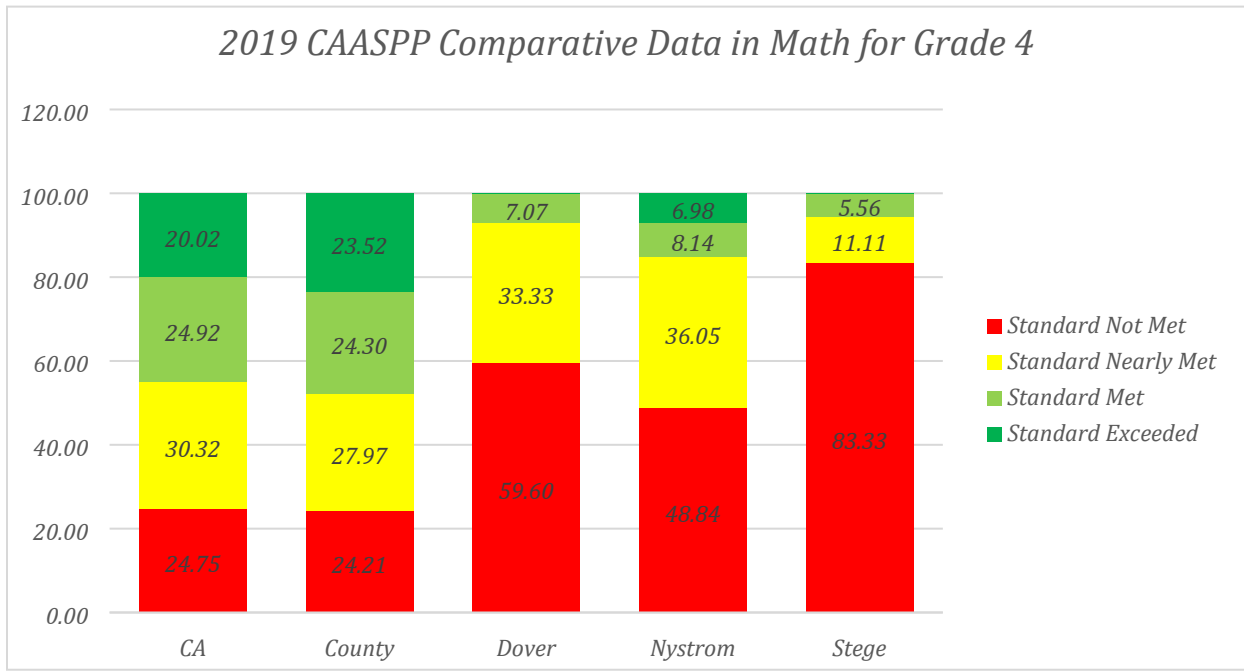
F. Analysis of the Most Recent API Calculation

LEGAL REQUIREMENTS FOR CHARTER RENEWAL	
Education Code Section 47607(b) – Charter School Must Meet at Least ONE Criteria for Renewal	
Renewal Criteria	Criteria Met
Attained its Academic Performance Index (API) growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.	Yes; most recent API (2013) is 822; all subgroups met growth targets in 2013
Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.	Yes; 2012 rank of 6, and 2013 rank of 7
Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.	Yes; 2012 rank of 9 and 2013 rank of 10
The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.	Yes; see below
Has qualified for an alternative accountability system pursuant to subdivision (h) of Education Code Section 52052	Not Applicable
(Source: CDE DataQuest, accessed October 5, 2016)	

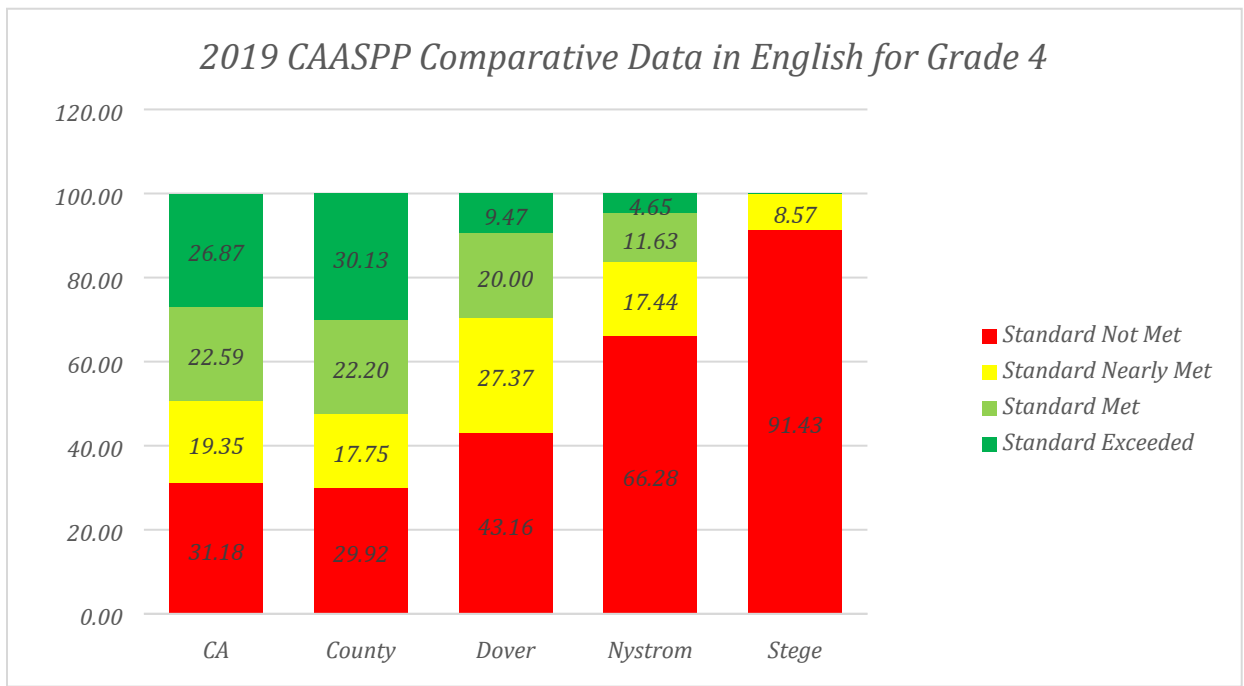
G. Analysis of Comparison Schools Data

MWA has examined the CAASPP 2019 test scores for grade 4 and has realized that the need to start students in grade 4 rather than grade 5 is imperative to close the achievement gap earlier in a student’s academic career. In comparison with California, Contra Costa County, and West Contra Costa County Unified School District (WCCUSD) schools, it is apparent that the schools in WCCUSD that our students would otherwise attend and the schools with a similar demographics are falling well below WCCUSD and the state. In grade 4, the 2019 CAASPP data in Mathematics (Math) and in English Language Arts (English) shows that students at Dover Elementary, Nystrom Elementary and Stege Elementary are scoring well below grade 4 students in WCCUSD and in the state.

2019 CAASPP Comparison Data in Grade 4 Mathematics



2019 CAASPP Comparison Data in Grade 4 English

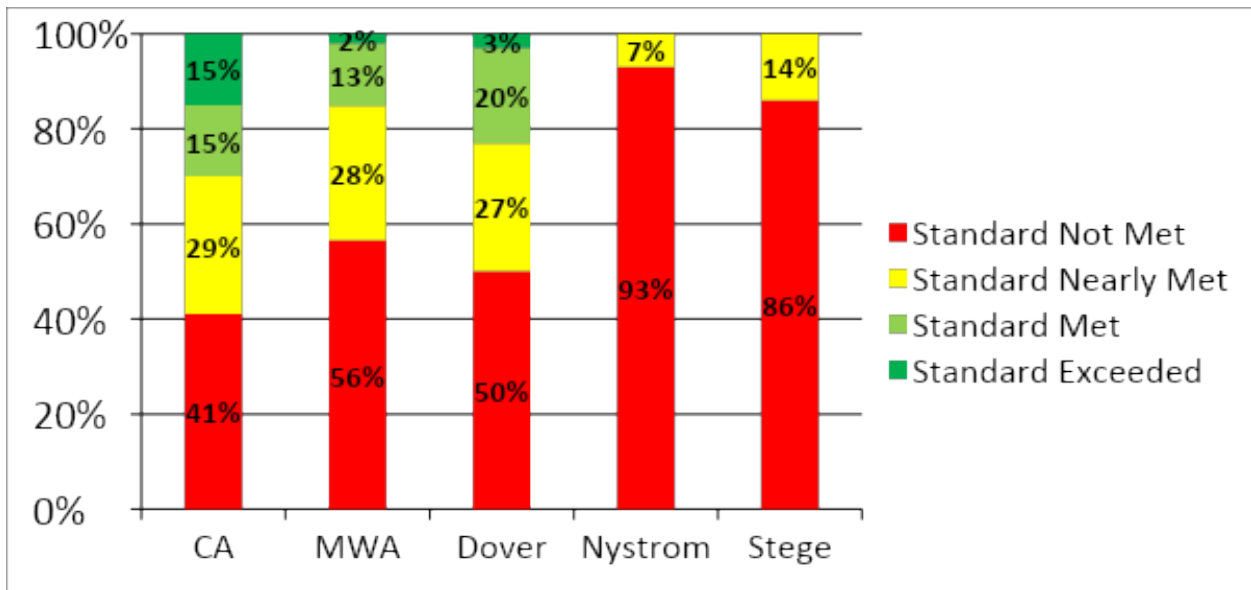


Below you will find charts comparing MWA to Contra Costa County results, California state results, along with area ~~West Contra Costa County Unified School District (WCCUSD)~~ WCCUSD

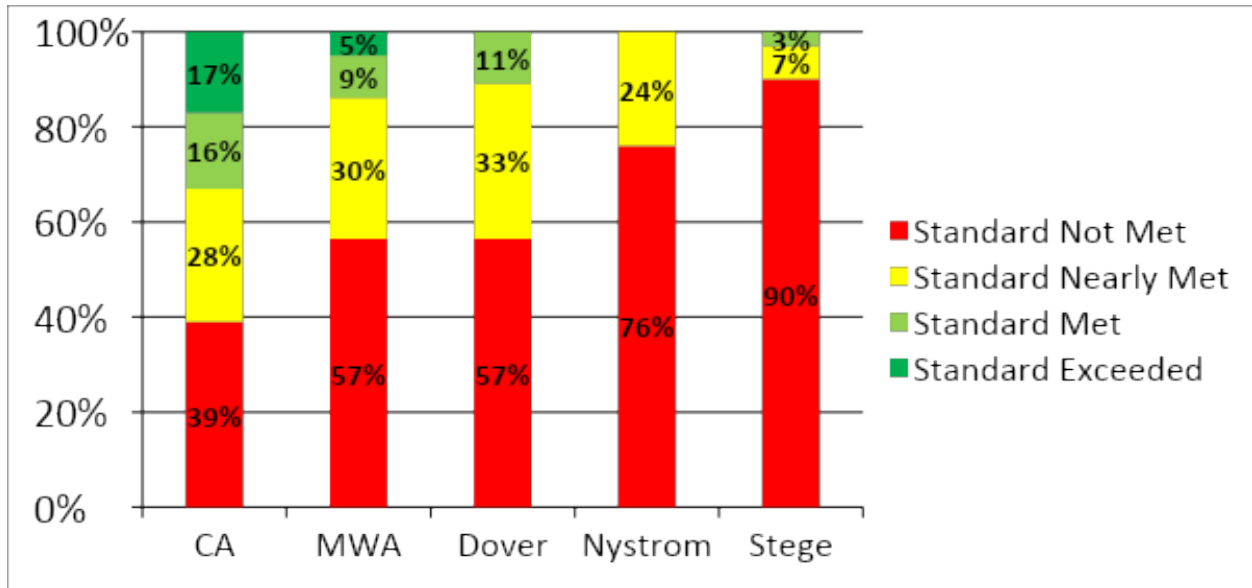
schools. The comparison schools are WCCUSD for the 5th (entering grade level at MWA), 8th grade (last Middle School grade level), and 11th grade (grade level tested for high school math and English). The schools chosen are representative of both schools our students would attend if not at MWA and schools with a similar demographic as well as schools with dissimilar demographic to show how MWA compares to higher performing schools in WCCUSD.

2015 & 2016 CAASPP Comparison Data By Grade Level

5th Grade Math - 2015

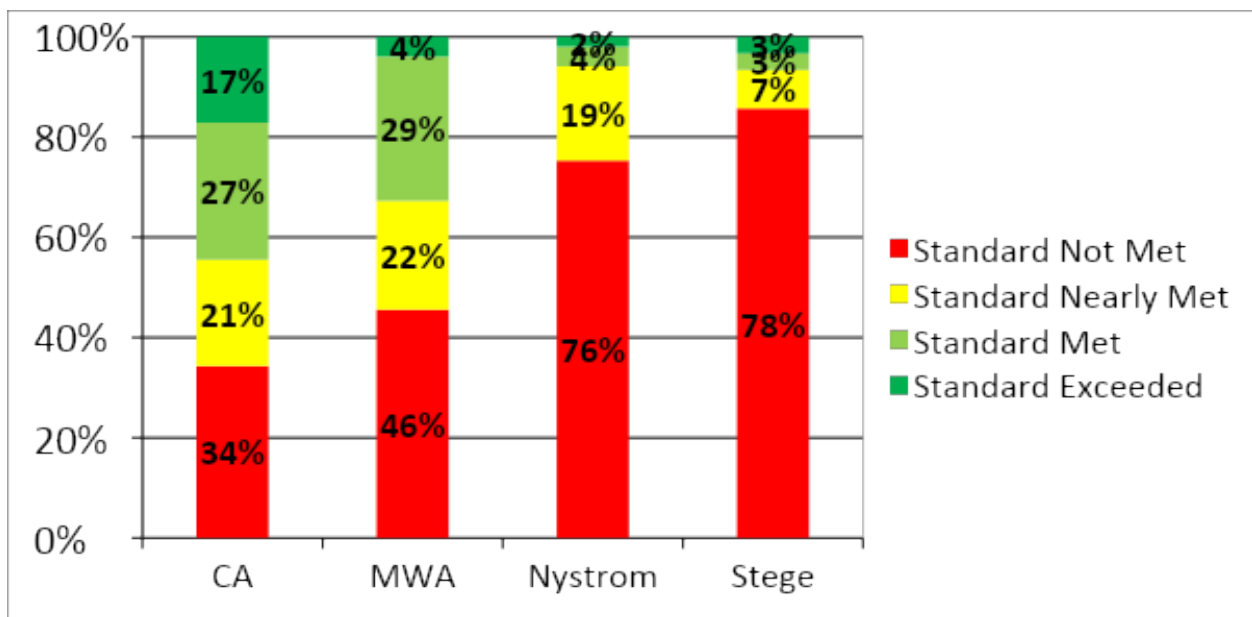


5th Grade Math - 2016

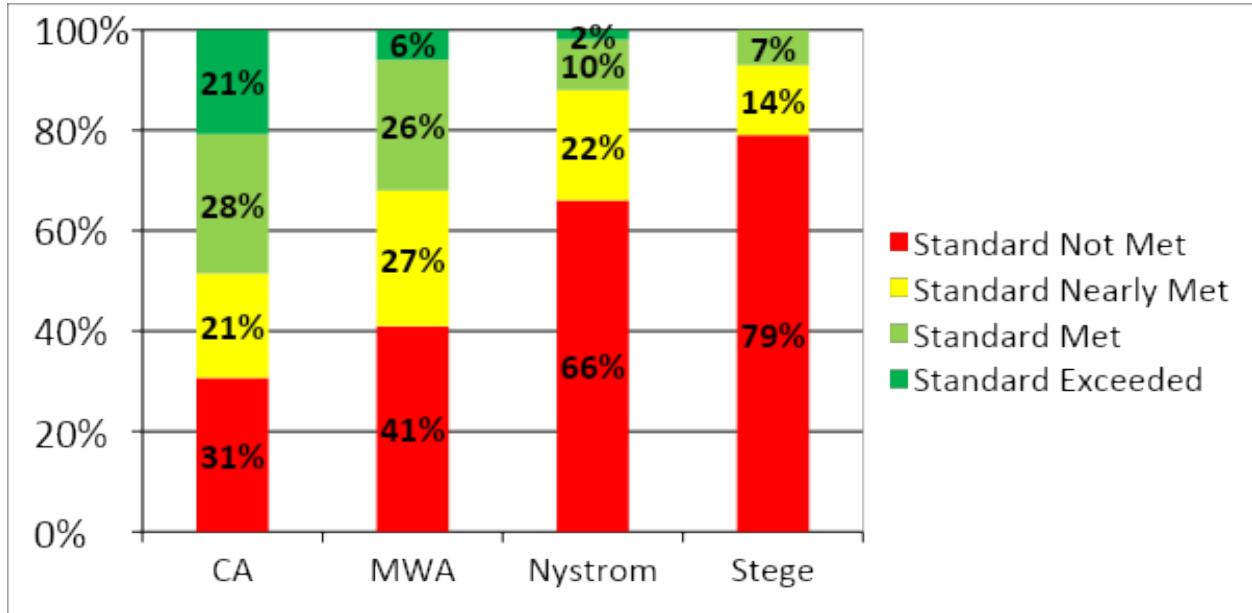


Students enter MWA as 5th graders through the lottery. Even after one year, the graph shows math achievement is relatively consistent with other WCCUSD schools our students would have attended. The schools shown also have a similar student demographic as MWA. This is evidence that MWA’s lottery yields a wide range of students not just the highest performing Title I students who live within WCCUSD attendance boundaries.

5th Grade English - 2015

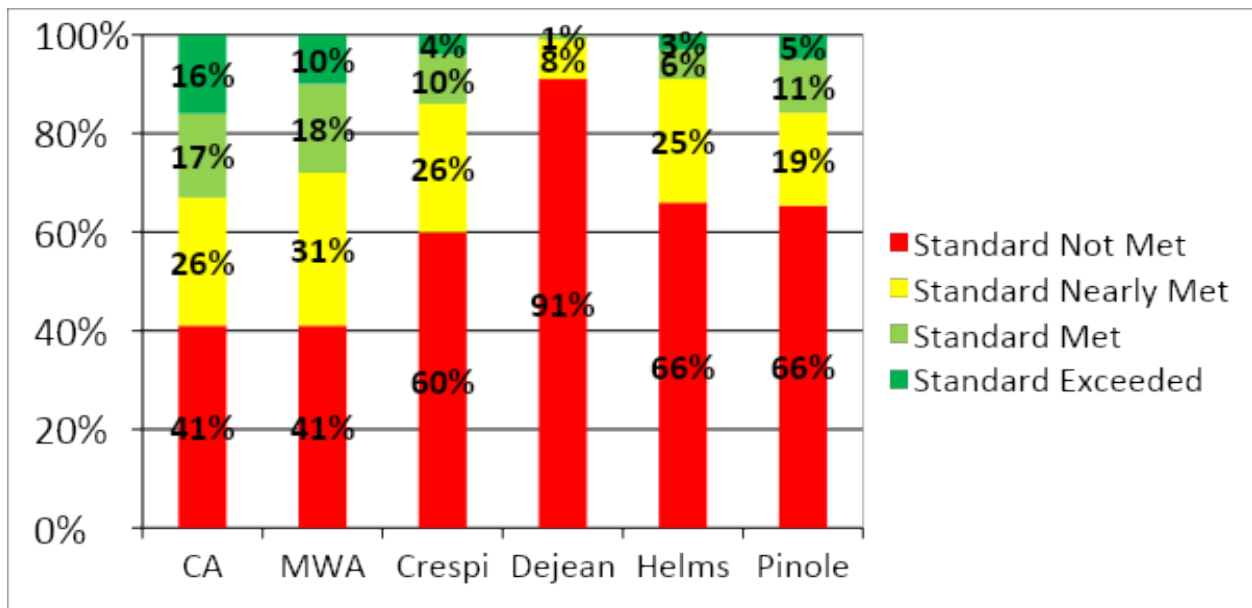


5th Grade English - 2016

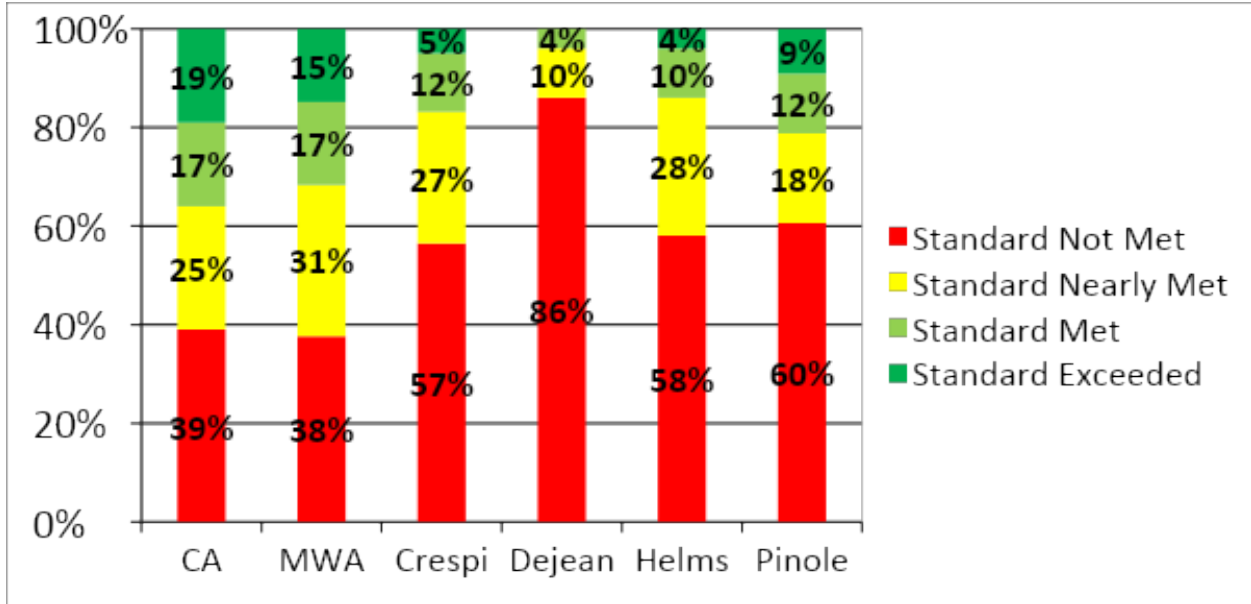


In English, even after one year, you can still see that MWA student achievement in English is a little higher than WCCUSD schools but still lags behind the state in aggregate overall achievement. In reviewing 8th grade and 11th grade CAASPP data, in both English and math, the pattern emerges that student achievement starts to increase over time.

8th Grade Math - 2015

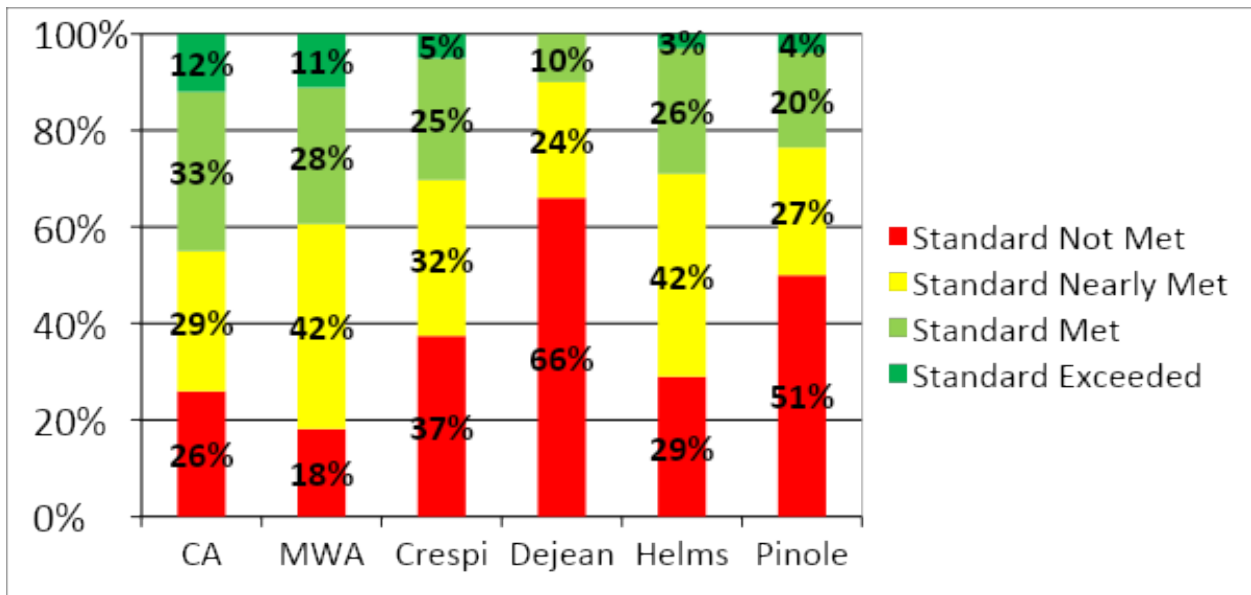


8th Grade Math - 2016

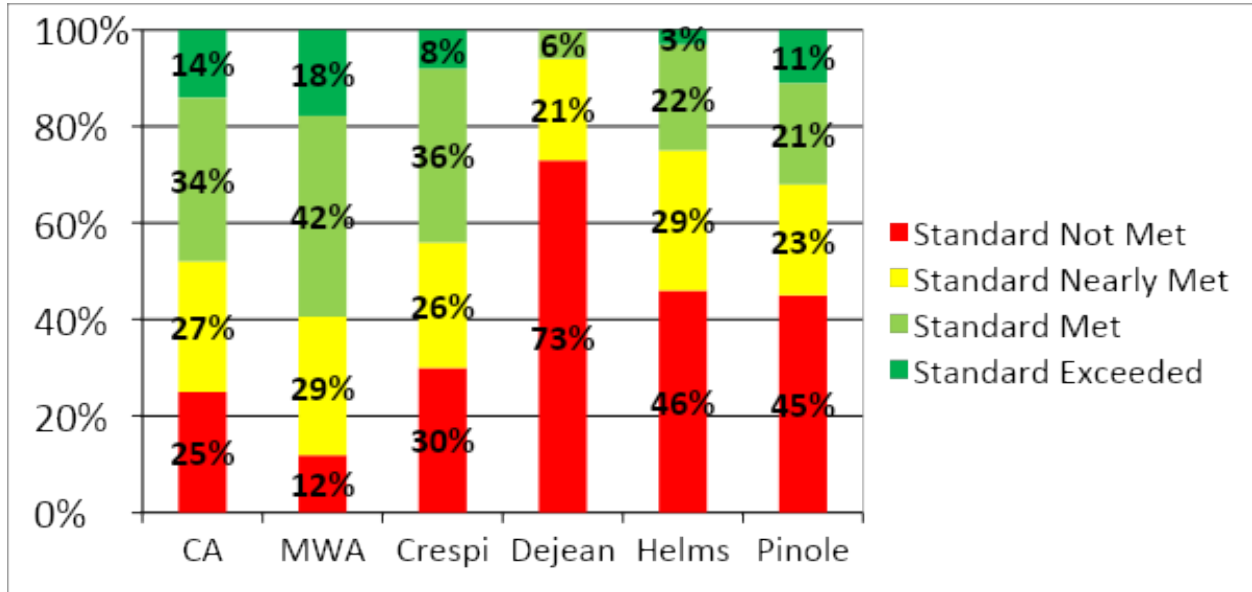


By 8th grade, in math, MWA student achievement is consistent with the CA state average for student achievement where just over 50% of schools are Title I schools, over 40% are Latino, and about 5-6% are African American – 3 of the subgroups with the current and historical lowest overall student achievement performance. MWA is comprised of 83% or more students who qualify for free and reduced meals, 75% or so of students are Latino, and 10% or so are African American. Despite this concentration of students, MWA scores are at or near the state average and clearly exceeding student achievement in other WCCUSD schools.

8th Grade English - 2015

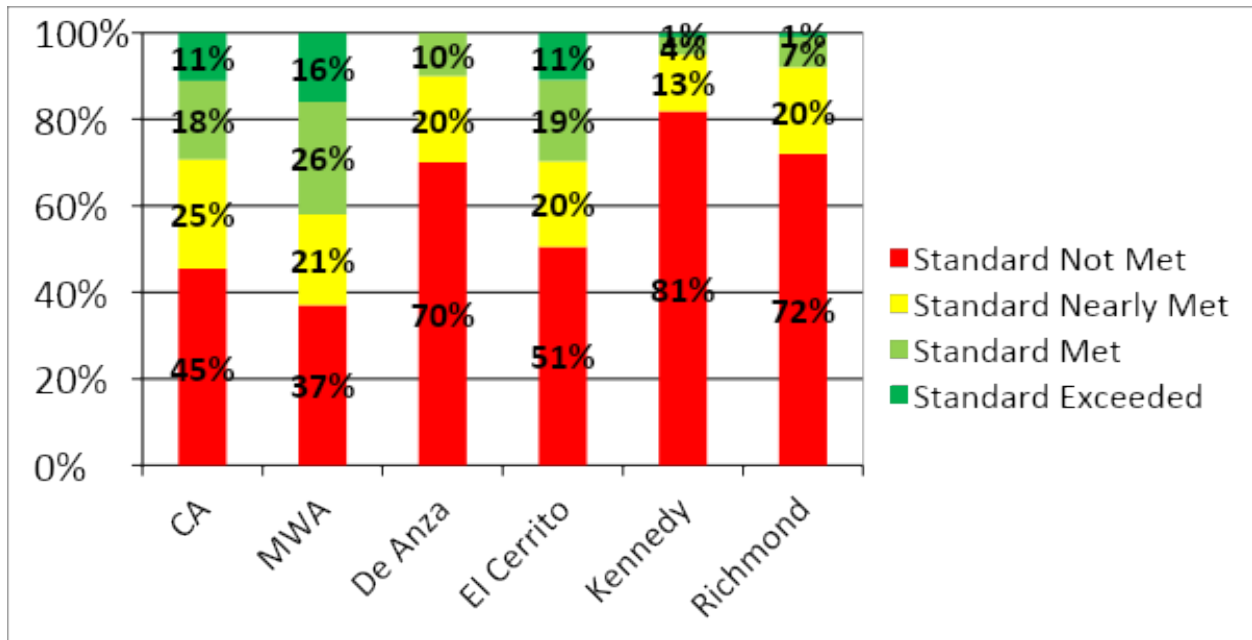


8th Grade English - 2016

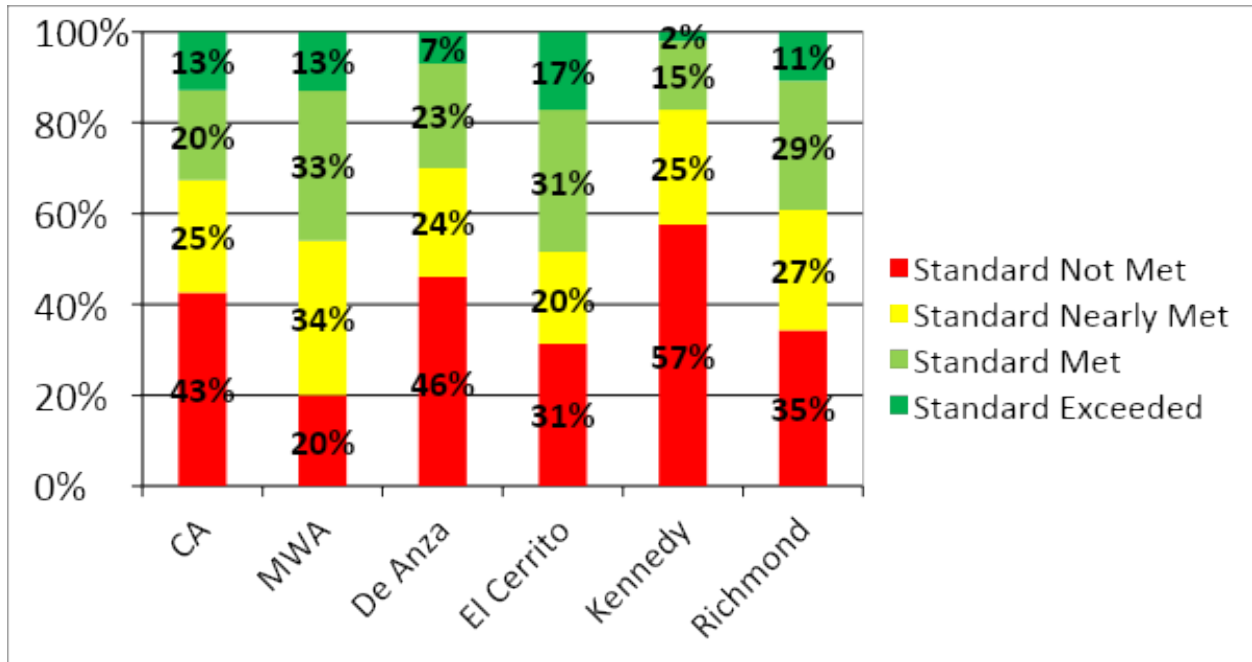


By 8th grade, again, student achievement in English for MWA students as compared to the state average exceeds the state average as well as area WCCUSD schools. Given the demographic of MWA as compared to the state, this is evidence of a strong academic program and of closing the student achievement gap – when compared to their white and Asian peers and those students attending a more suburban, middle income neighborhood public schools. 8th grade is the middle of the 8-year cycle with MWA. By 11th grade, you will see in subsequent charts that MWA begins to achieve at significantly higher levels than area schools and the state average.

11th Grade Math - 2015

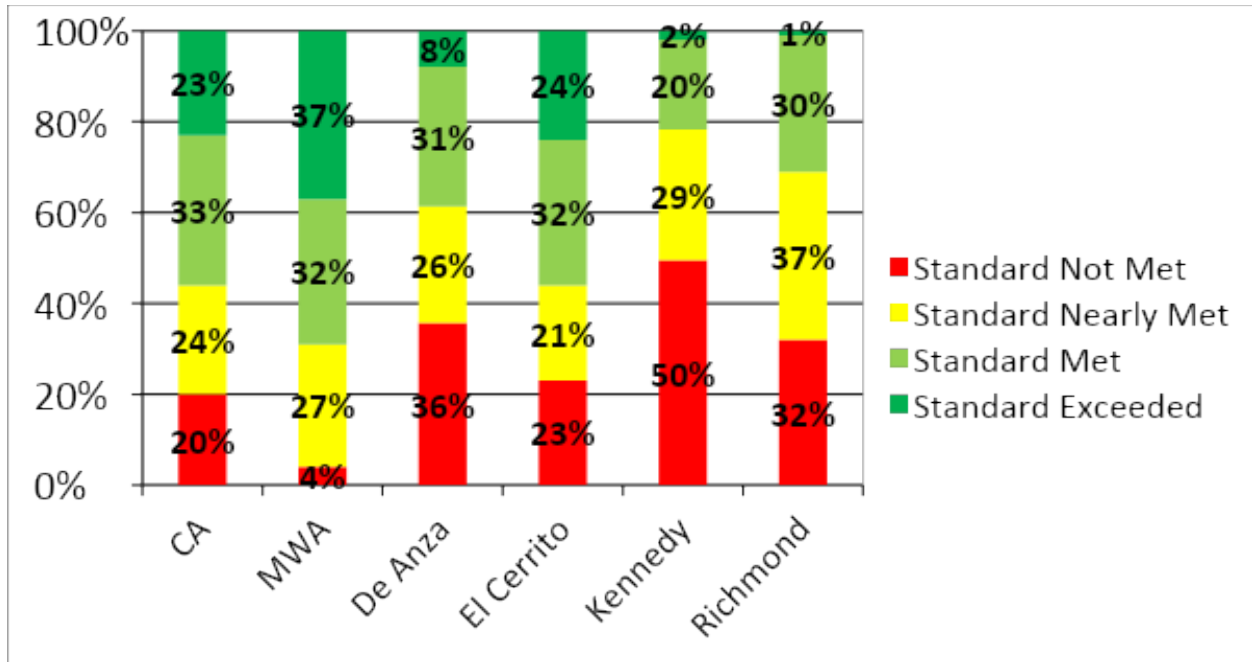


11th Grade Math - 2016

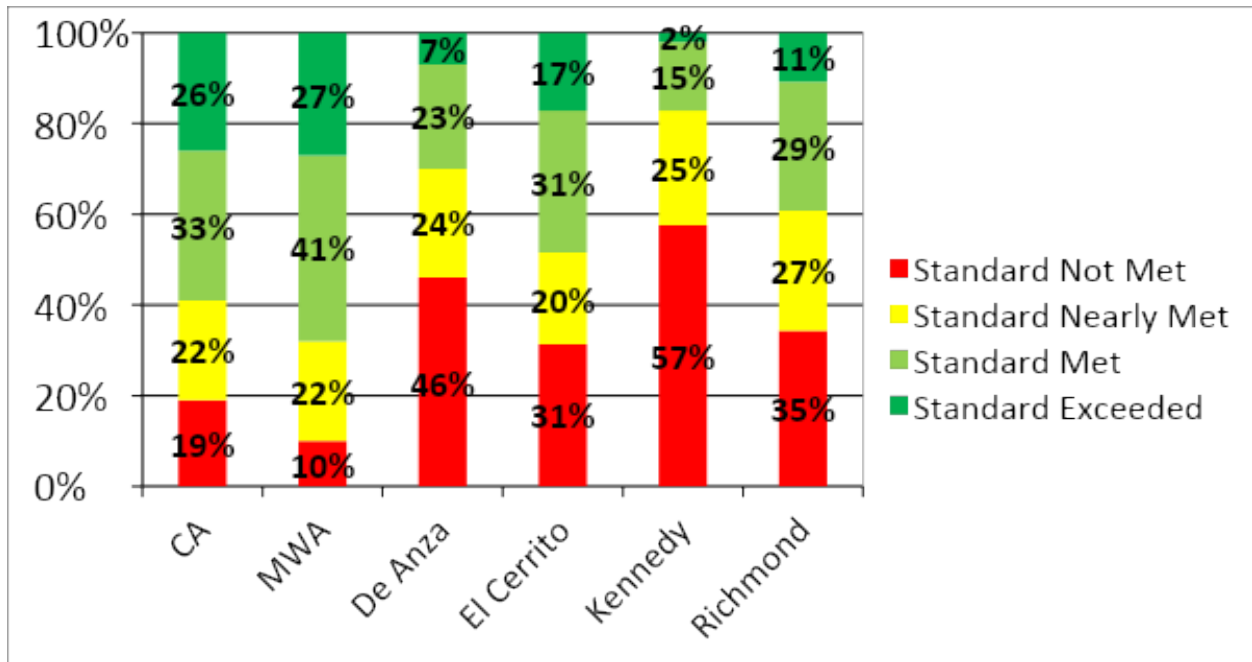


By 11th grade, the contrast in achievement between MWA and area schools is significant. In math, MWA student achievement materially exceeds the state average. While the percentage of students meeting or exceeding the standard is relatively comparable with CA and some schools, MWA has a significantly less percentage of students not meeting the standard in math.

11th Grade English - 2015



11th Grade English - 2016



Again, by 11th grade, MWA student achievement in English is higher than the state average and area WCCUSD schools. The stark contrast in achievement is more pronounced in English than in math. By 11th grade, the trajectory of overall improvement for MWA students is evident.

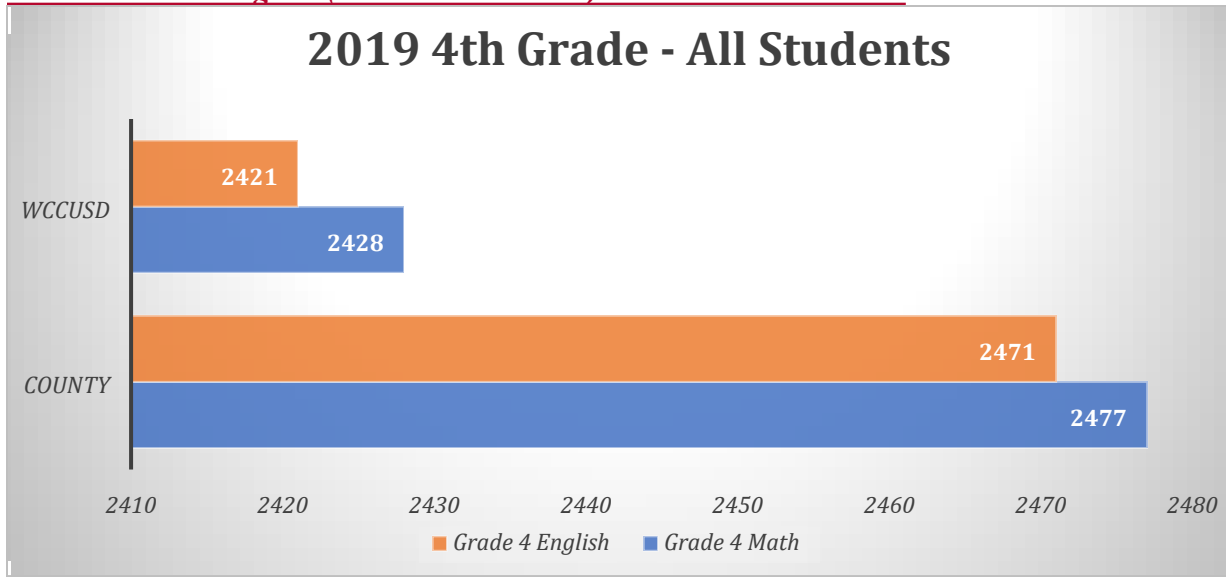
H. Additional Justification for Charter Renewal

Analysis of Charter Renewal Criteria – Student Subgroups

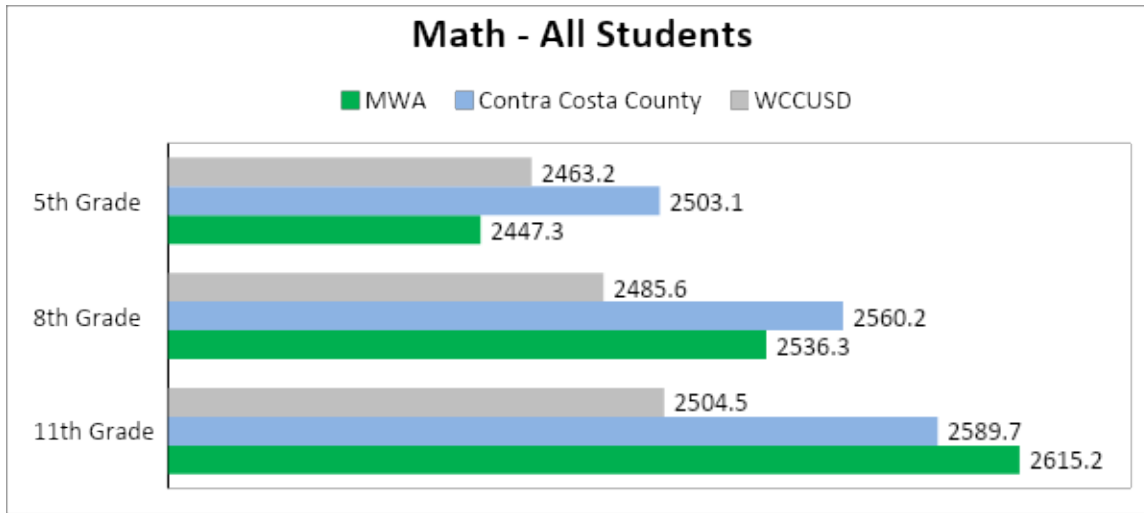
Education Code Section 47607(a)(3) states:

The authority that granted the charter shall consider increases in pupil academic achievement for all groups of pupils served by the charter school (defined as “a numerically significant pupil subgroup, as defined by paragraph (3) of subdivision (a) of Section 52052.” EC §47607(a)(3)(B)) as the most important factor in determining whether to grant a charter renewal.

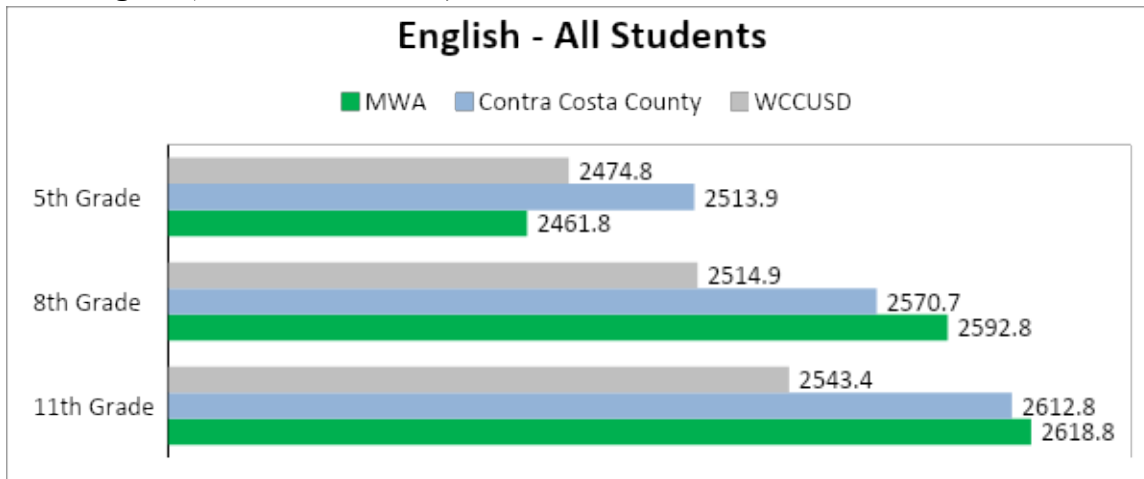
2019 Math and English (Mean Scale Scores) – All Students Grade 4



2016 Math (Mean Scale Scores) – ALL Students

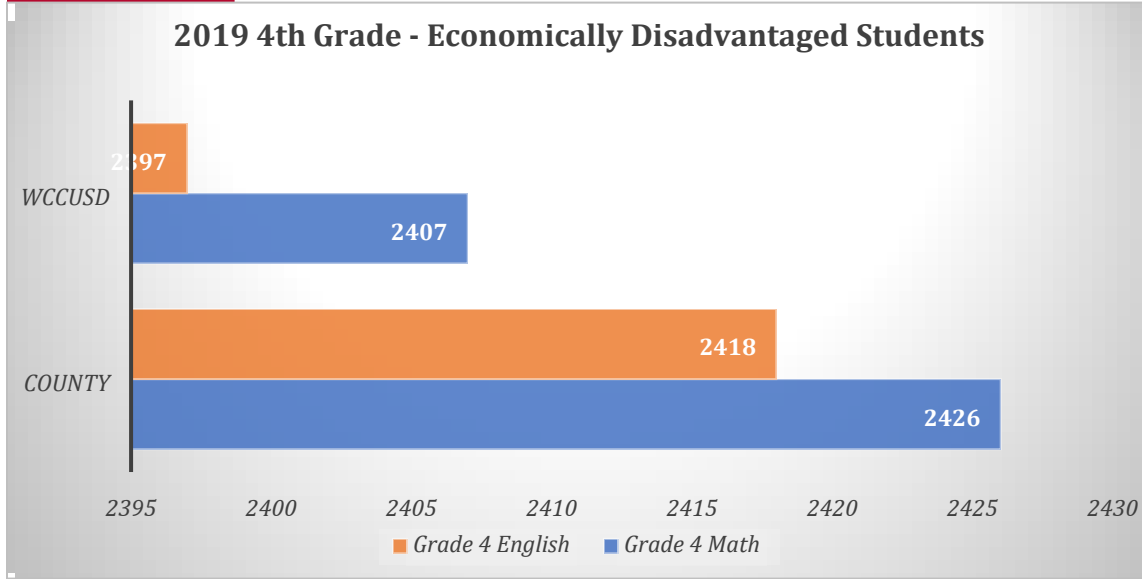


2016 English (Mean Scale Scores) – ALL Students

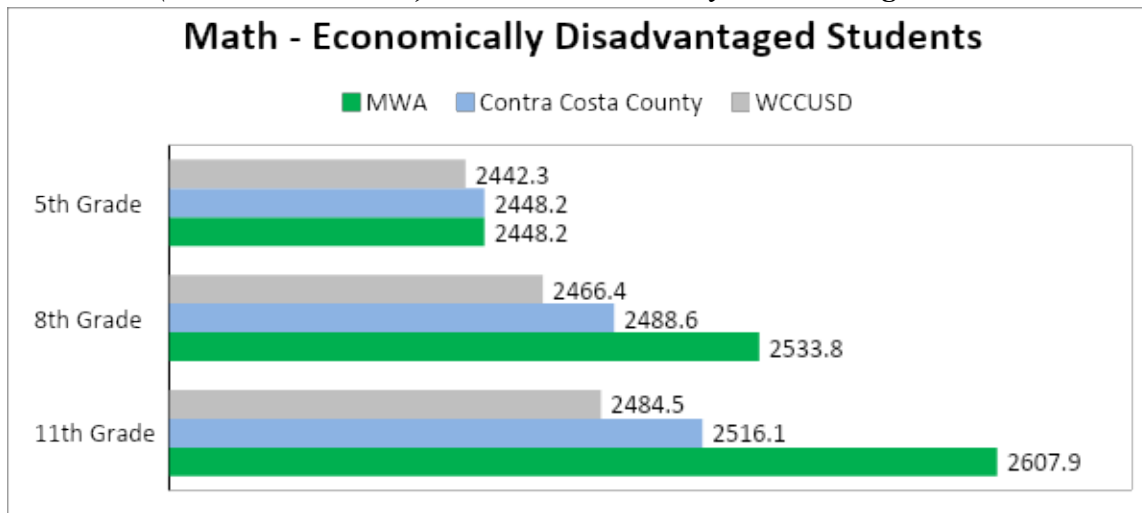


Similar to patterns outlined in the previous section with CAASPP percentages of students meeting the Standard, this graph shows a comparison of mean scale scores. Grade 4 in 2019 show that mean scale scores are lower in WCCUSD than in Contra Costa County showing that students served by MWA in grade 4 need interventions early to improve student achievement. The trend of the data continues to underline that MWA students come in behind the Contra Costa County and WCCUSD as a whole in the 5th grade, gain ground in 8th grade, and exceed them by 11th grade.

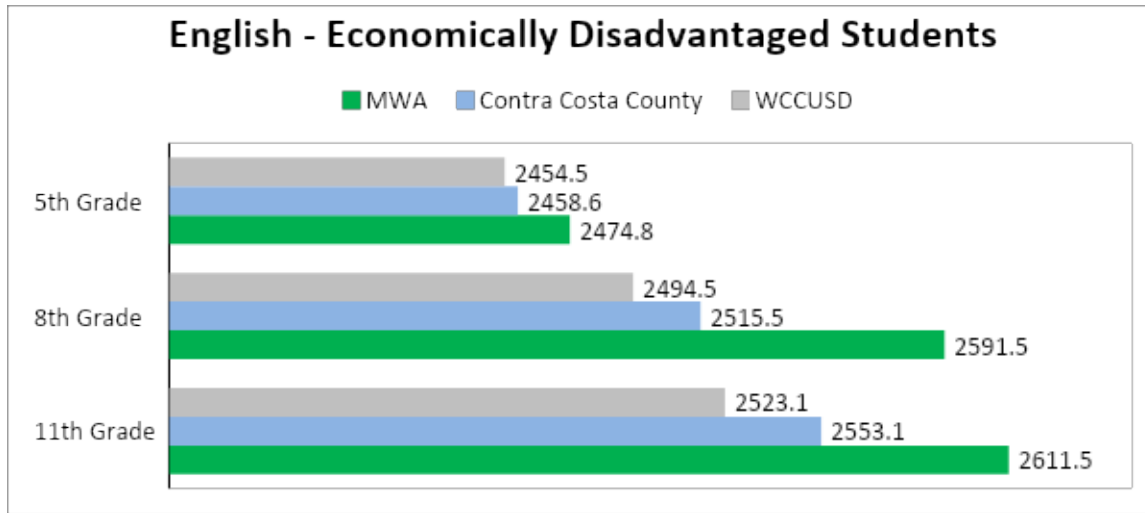
2019 Math and English (Mean Scale Scores) – Socio-Economically Disadvantaged Students Grade 4



2016 Math (Mean Scale Scores) – Socio-Economically Disadvantaged Students

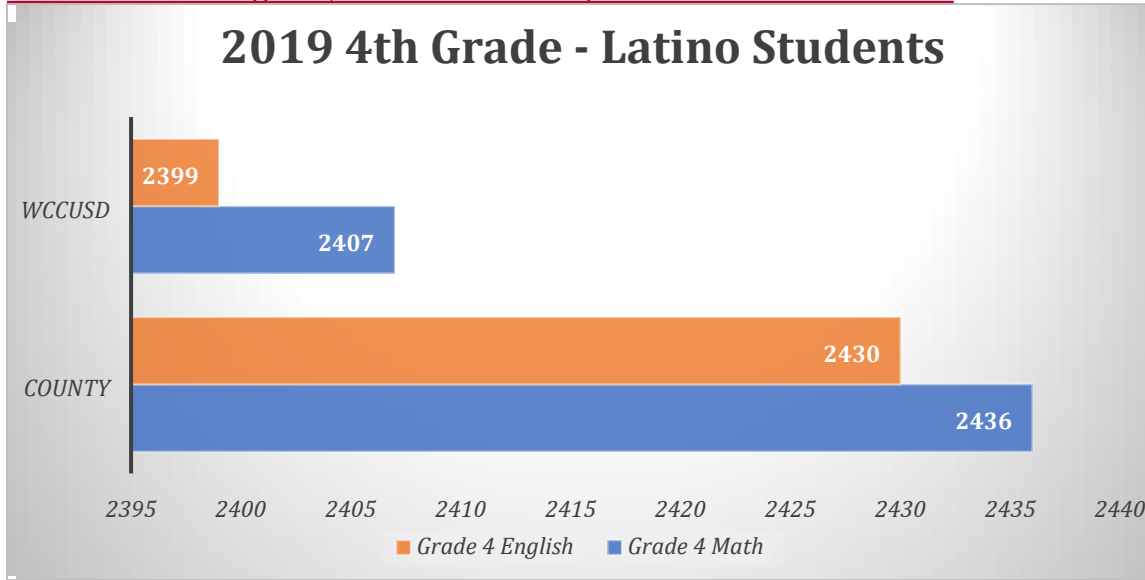


2016 English (Mean Scale Scores) – Socio-Economically Disadvantaged Students

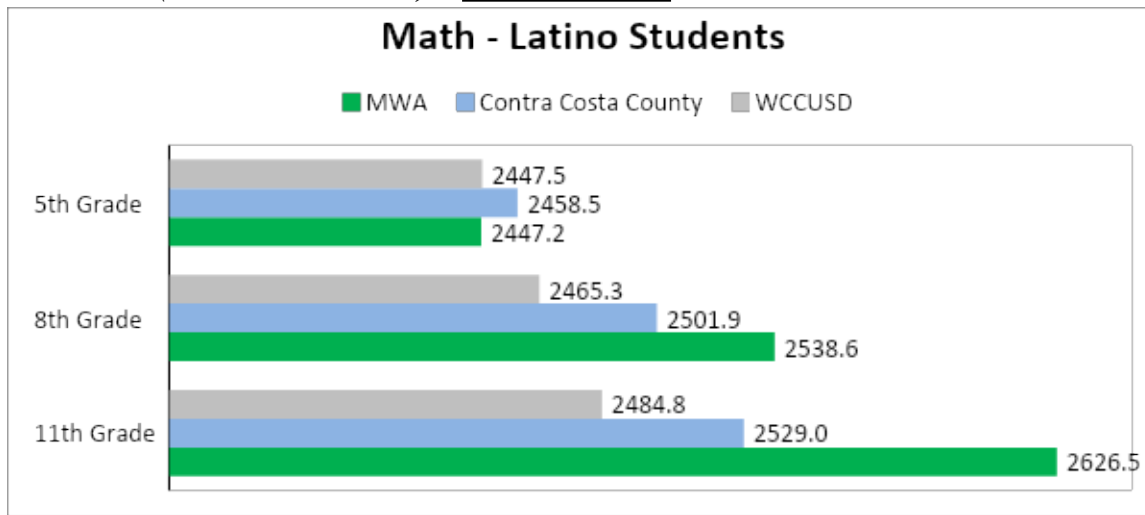


83% of MWA students would be a part of this subgroup. The trajectory of growth over the eight years shows steady increases over time from 5th grade achievement through 11th grade. By 8th grade, in both math and English, MWA Economically Disadvantaged students show significant growth over their peer students within WCCUSD and Contra Costa County. The plan for MWA by adding Grade 4 is to show significant growth earlier than 8th grade over their peer students within WCCUSD and Contra Costa County.

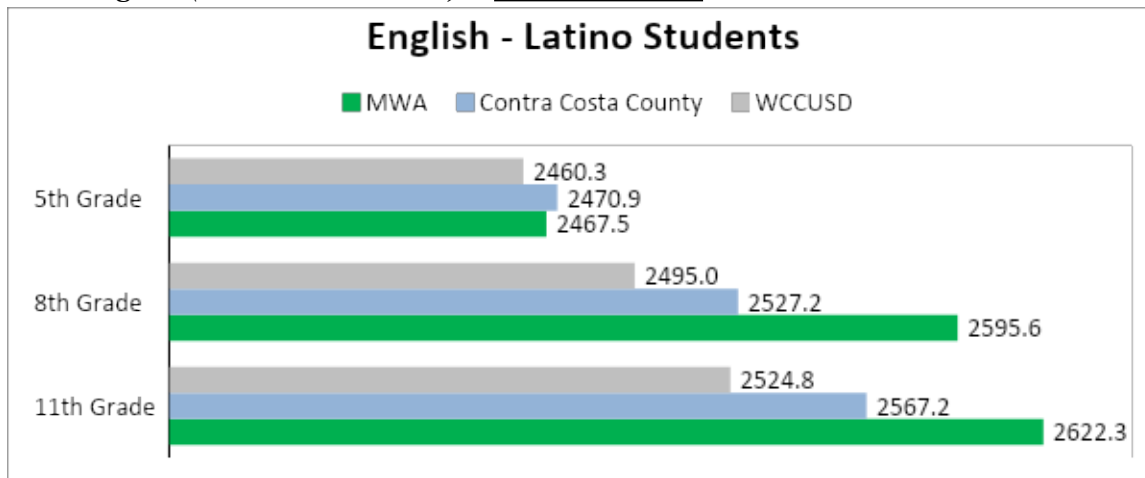
2019 Math and English (Mean Scale Scores) – Latino Students Grade 4



2016 Math (Mean Scale Scores) – Latino Students

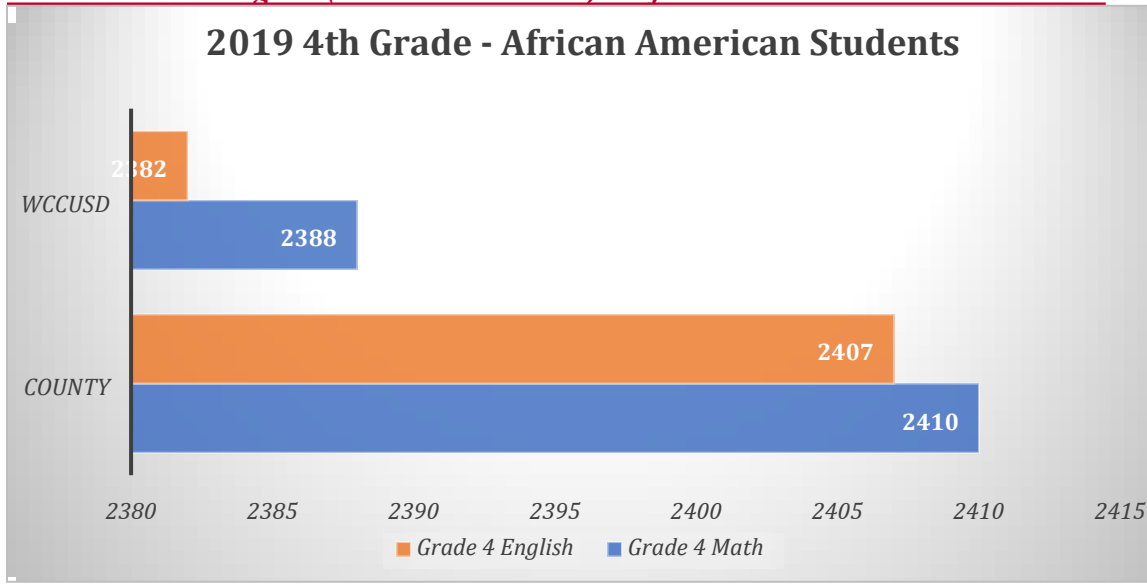


2016 English (Mean Scale Scores) – Latino Students

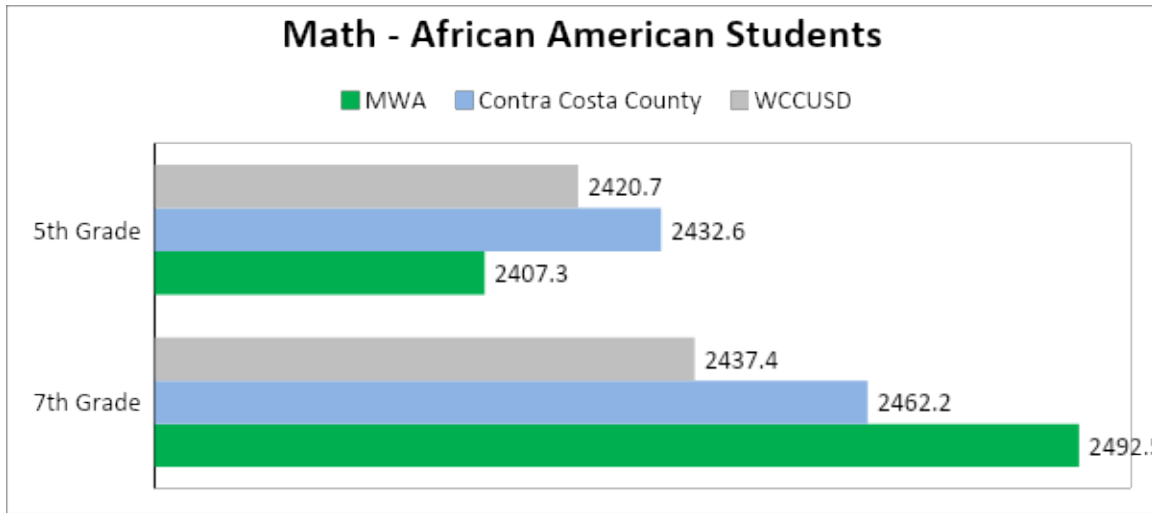


Continuing to show evidence of significant growth from 5th through 11th grade, our Latino subgroup (which comprises over 75% of MWA’s student population) shows evidence of outperforming their peers on WCCUSD and Contra Costa County by the 8th grade. In 11th grade, their achievement is materially higher. As a result, more of both our Economically Disadvantaged students and Latino students show evidence of being more college-ready than their peers. As a result, MWA students not only gain admittance to college at a significant rate higher than WCCUSD schools for these subgroups but they also end up matriculating to and attending both two and four-year colleges and universities. By adding grade 4, MWA is confident that both Economically Disadvantaged students and Latino students will show evidence of being more college-ready prior to 8th grade which may accelerate their ability to take higher level courses in high school.

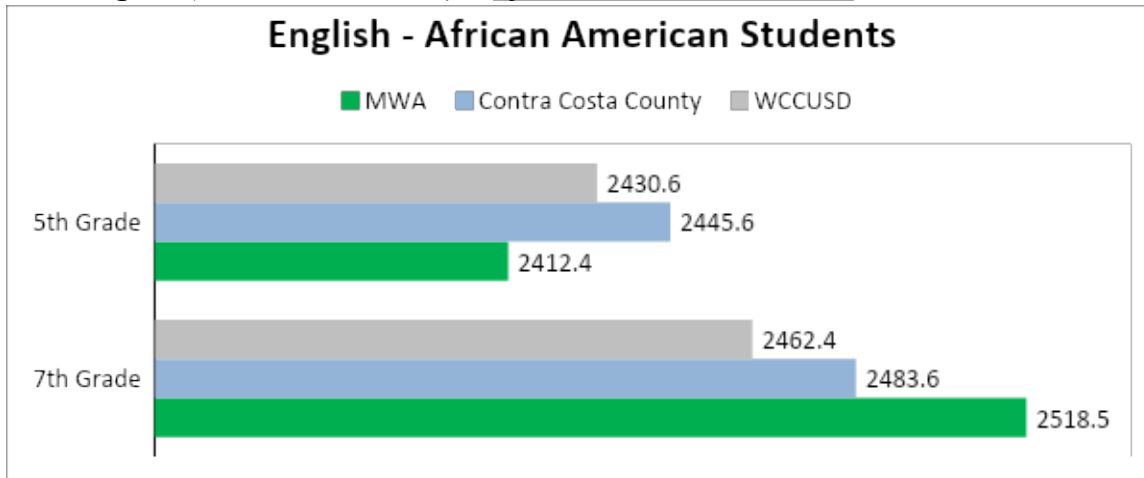
2019 Math and English (Mean Scale Scores) – African American Students Grade 4



2016 Math (Mean Scale Scores) – African American Students



2016 English (Mean Scale Scores) – African American Students



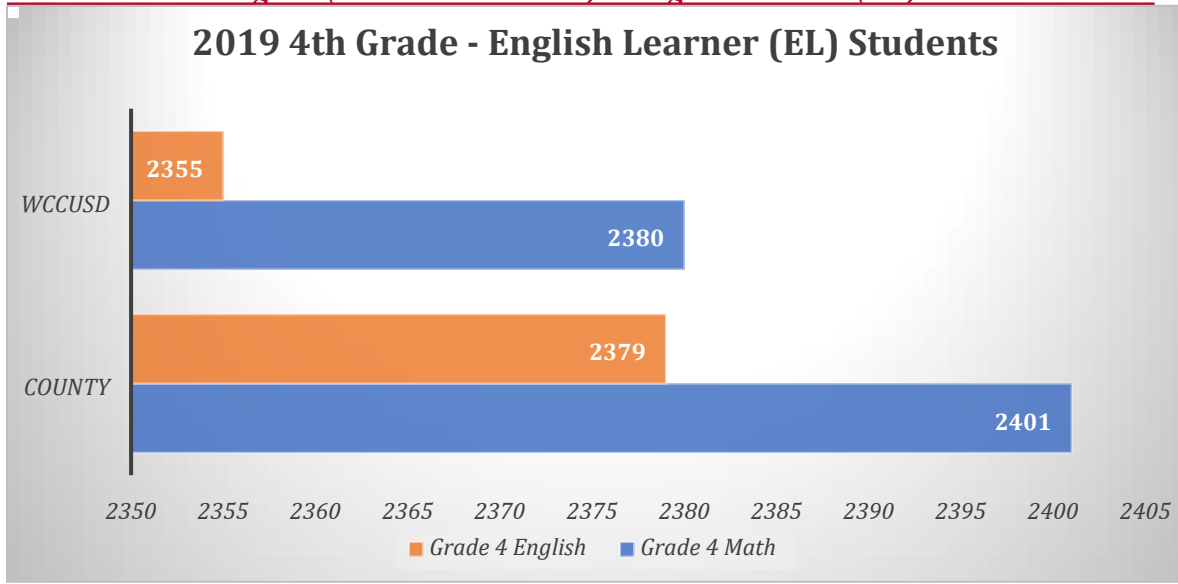
In both math and English, MWA’s African American students lag behind their peers in WCCUSD and Contra Costa County. In just two years, they have caught and surpassed the achievement of their peers. Despite their overall performance being higher than their peers, this subgroup’s achievement levels still lag behind their Latino, white, and Asian peers. MWA continues to look at a variety of ways to address this issue. The aim is for all MWA students and subgroups to show significant growth and meet college-readiness benchmarks. Having a strong academic foundation in English and math is paramount to this form of success. 8th and 11th grade scores are not shown, as this subgroup does not meet the threshold for being significant enough to measure on the public presentation of CAASPP data. There is still work to be done to further improve these scores, and MWA is committed to serving this subgroup – along with all subgroups – at a high level. In Grade

Charter of Making Waves Academy

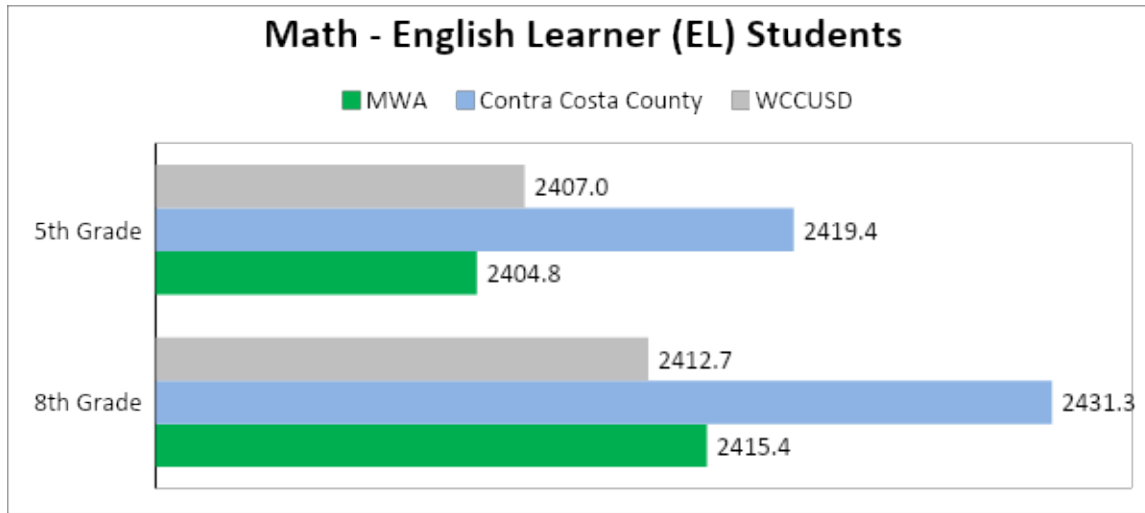
Renewal: 2017-2022

4 in 2019, it is noticeable that by adding all students, especially African American students, it will address the achievement gap earlier providing an opportunity for this subgroup's achievement levels to be at least equal to their Latino, white, and Asian peers.

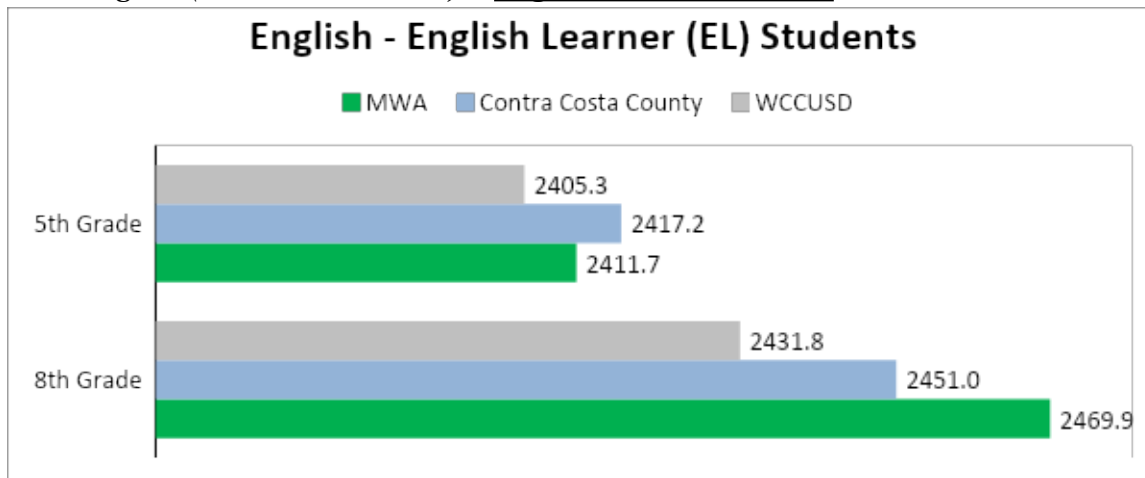
2019 Math and English (Mean Scale Scores) – English Learner (EL) Students Grade 4



2016 Math (Mean Scale Scores) – English Learner Students



2016 English (Mean Scale Scores) – English Learner Students



Student achievement by MWA EL students has also been a challenge. In math, the chart shows MWA performing better than WCCUSD schools by 8th grade but significantly behind their peers in Contra Costa County. In English, the upward trend continues to show more consistent growth, indicative of MWA growth for other subgroups. Additionally, MWA does a great job of helping students improve academically so that they are reclassified by the time they start high school. This explains why 11th grade scores are not shown, as this subgroup does not meet the threshold for being significant enough to measure on the public presentation of CAASPP data. The benefit of Grade 4 would accelerate the growth of EL students in order to reclassify the EL students after five years of instruction in the US, specifically by the end of 5th grade or the beginning of 6th grade. The progression of EL’s can be seen below in the 2016 CAASPP data:

5 th Grade	6 th Grade	7 th Grade	8 th Grade	11 th Grade
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Charter of Making Waves Academy

Renewal: 2017-2022

45	44	19	14	4
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II. MWA FOUNDING

Twenty-five years ago, John Scully, managing director of the investment firm, SPO Partners, had a vision. He shared this vision with fellow Branson School (a private school in Ross, CA) board member, the late Reverend Eugene Farlough, pastor of the Sojourner Truth Presbyterian Church in Berkeley, and together they created Making Waves, an organization that would support the healthy well-being, education and pre-career development of urban children. John's vision grew from his experiences and his observations of numerous public education systems in the state of California and throughout the nation. From these observations, he concluded that the disparity in equal educational opportunity between the "haves" and the "have-nots" in our society was increasing at an alarming rate. John also concluded that unless innovative programs were created to support and augment the efforts of certain public school systems, this circumstance would continue to worsen. He reasoned that this deteriorating condition was unacceptable because of its inevitable, undeniable outcome: millions of Americans lacking the skills required to provide an adequate quality of life for themselves, their families and the communities in which they reside.

From our origins as an after-school tutoring and teaching program, we have evolved into a comprehensive, holistic, 5th-12th grade school. In 2007, Making Waves Academy opened its doors as a charter school for children in its Middle School for grades 5 through 8 and graduated its first cohort of 8th grade students in June of 2011. In 2010, MWA's charter petition was amended and approved to serve students through grade twelve in its Upper School. In the Fall of 2011, MWA welcomed their first class of 9th graders. In June 2015, MWA Upper school graduated its first class of seniors. 100% of this senior class who earned ~~ther~~their high school diploma from MWA went on to gain admission to and attend college (70% in 4-year schools and 30% in 2-year schools). Annually, students apply for admission to MWA through a public lottery. The majority of students are drawn from Title I schools in Richmond and San Pablo. MWA operates as a 501(c)(3) corporation and continues to receive support from the Making Waves Foundation (MWF) in order to ensure the success of our students, also known as Wave-Makers. In our experience, the high school and middle school years are critical to a student's opportunity to matriculate and succeed in college. We have realized that the upper elementary school years are just as critical for a student's future success because the building blocks of college begin in elementary school. In Fall of 2021, we will welcome of our first class of 4th graders who will benefit from almost a decade of academic instruction, academic support and social-emotional support at MWA.

Under the leadership of a dedicated and engaged team of educators, MWA applies our proven techniques to the classroom setting, delivering a comprehensive academic and extracurricular program. MWA operates two functional and modern campuses adjacent to one another (the Middle School and Upper School). This 21st Century complex supports the delivery of high quality instruction and services. Both campuses have common meeting space, technology labs, multi-purpose rooms, science labs, art and music rooms, an edible garden, and athletic fields. MWA's classrooms are equipped with up-to-date educational materials and technology, with students also having laptop computers at their disposal.

Our tremendous success with MWA is predicated on a program that focuses on the whole child and provides an array of services, including, but not limited to, academic instruction, academic support, transportation, meals, mental health counseling, placement and financial aid counseling, high school and college visits and scholarship support. Our focus is to help students gain

acceptance to and graduate from four-year colleges and universities and other appropriately challenging post-secondary options. Besides producing academic results, MWA distinguishes itself by nurturing and inspiring our students not only to graduate from high school and college, but to become “give back” to the community. Our tag line is *Learn. Graduate. Give Back.*

A. Board of Directors

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

- **Alicia Malet Klein, Board President**
GATE Instructor, Coleman School; President, HeadsUp Public Education Foundation
- **Eric Abrams, Acting Secretary**
Director of Diversity Initiatives, Haas School of Business, University of California, Berkeley
- **Dr. Claudia Aguilar**
College Counseling Coordinator, LPS Hayward
- **Dr. Esther Hugo**
Educational Consultant; Professor, Loyola Marymount University
- **Daryle Morgan**
Human Resources Executive
- **Maricela Navarro**
Parent Representative

B. College Support

Upon graduation from MWA Upper School, those having earned their diplomas are eligible for support from the College and Alumni Program (CAP). CAP supports students with final college selection, financial aid application support, need-based financial assistance, and individualized coaching until they graduate from college. This program is independent of MWA and is derived from the former Making Waves Education Program. CAP has staff with 20 plus years of experience in supporting students in Richmond. This partnership makes MWA unique and helps to increase the success outcome of college graduation for MWA Upper School graduates.

Through the years, Making Waves has formed valuable partnerships with local educators, schools and other community-based organizations. We understand and recognize the need for a holistic approach that aids students and their families. Children coming from depressed neighborhoods need support systems that address nutrition, physical and mental health, housing and employment. Only when these basic needs are met, can students focus and achieve academic success. Furthermore, we are deeply committed to the children and youth of the City of Richmond, and are dedicated to using our resources to create outstanding schools, so that each child can achieve

Comment [CNW1]: I wonder if this section needs to be updated with the addition of new Board Members if any.

his/her full potential.

ELEMENT A: EDUCATIONAL PHILOSOPHY AND PROGRAM

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

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

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

A. Mission & Intended Impact

We bring real educational opportunity to underserved populations. Our challenge is to help our students overcome the obstacles they face so that they can develop their potential. Making Waves Academy is dedicated to propelling urban, low-income children to the highest levels of academic achievement. We expect the majority of our Wave-Makers to graduate from college with a bachelors’ degree.

Our intent is to ensure that urban children, living in high poverty and under resourced communities, acquire skills necessary to gain acceptance to and graduate from four-year colleges and universities. We believe that all children have unique gifts and tremendous promise. Some, however, encounter monumental obstacles as they struggle to develop their potential. Some of these obstacles include, but are not limited to, access to adequate housing, healthcare, employment and education. We are in the business to impact the last of these obstacles. We recognize the need to be aware and often the need to facilitate change in the other obstacles. We believe that by designing and implementing a school program that positively impacts a child’s access to equal educational opportunity, we can optimize our chances of improving that young person’s overall quality of life. We believe that, after analyzing all of the data, the predictor for the kind of life an urban resident (usually living under low socio-economic means as well) will lead as a youth and as an adult, is the level and quality of educational preparation she or he receives. Our program addresses, performs and achieves the goal of creating a pathway for success for all of our students.

B. Making Waves Academy Mission Statement

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

C. Impact Statement

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

D. Educational Philosophy

Based on our own successful track record, we believe that a rigorous and holistic approach improves learning for urban, underserved students for whom a more interactive relationship with caring adults makes the critical difference in engaging or reinvigorating the students in their own education.

E. Wave-Maker Affirmation

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

I am a Wave-Maker!

I am an agent of change.

I can control my destiny if I set my mind to it.

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

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

I am a Wave-Maker!

I am willing to get an education.

I will go to college.

I will complete the Making Waves program because I am determined to go to college.

I am a Wave-Maker!

I look at life with a positive attitude.

I believe love and support are priceless.

I will help people less fortunate than me.

I will build houses for the homeless.

I will adopt children.

I will be devoted to non-violence and help end violence in our community.

I will increase the peace.

I am a Wave-Maker!

I will help rebuild my community.

I will clean up graffiti.

I will recycle.

I will keep my streets clean.

I am a Wave-Maker!

I am a valuable person.
 I will believe in myself.
 I will achieve my goals.
 I am creative.
 I will be an impossible me and recycle my success.

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

I am a Wave-Maker!

F. MWA Core Values

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

Community

We combine our intellect and critical thinking to support each other and make healthy choices for ourselves and positive changes in our community.

Resilience

We are agents of change, who, through hard work and perseverance, have the power to define ourselves and to control our destiny.

Respect

We believe each person is valuable and we demonstrate respect by following our community norms.

Responsibility

We have integrity; we are accountable for our decisions and actions and their impact on self and community.

Scholarship

We are life-long learners who aspire to and achieve academic excellence.

MWA provides the road map for academic, personal, and community success for our students. Our community has led us to expand our school community to lower grades, believing that these core values when introduced in lower grade levels will prevent students from having to work so hard to close the achievement gap. By not letting the achievement gap form, students will have the opportunity to truly compete from an equal footing. From the beginning, our students are

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

G. Students To Be Served

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

MWA serves students who have traditionally been underserved and underrepresented in college and other post-secondary opportunities. Over 70% of our students currently come from Title 1 elementary schools in Richmond. Over 80% of our students qualify for free or reduced priced meals. Over 50% of our incoming 5th grade students are classified as English Learners (EL). As is We anticipate this percentage being similar or greater for our incoming 4th grade students. As often the case, our students must endure the stress that comes from these circumstances. Making Waves Academy addresses these issues and provides services to students and their families, so that we can achieve their goal of entering and graduating from four year colleges and universities.

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

In the Fall of 2011, our first Upper School class started their MWA journey. In 2012, MWA was approved to amend the charter to be able to take in ~~112~~ 168 students in the 5th grade. The combined student population of the two campuses, in grades 5-12, is about 780 students. In the Fall of 2021, MWA (with an approved amendment to the charter) will be able to take in 168 students in the 4th grade, thus being the combined student population of the two campuses, in grades 4-12, is about 890 students.

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

H. An Education Person in the 21st Century/How Learning Best Occurs

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

- The ability to think critically and creatively;
- The ability to work both independently and collaboratively;
- The ability to communicate confidently (oral and written);

- The willingness and skills to engage in responsible citizenry;
- Personal integrity, morality, self-motivation and self-esteem defined individually and collectively;
- A solid foundation in the core academic skills, as outlined in the State Standards (including but not limited to the Common Core State Standards, the Next Generation Science Standards, the ELD Standards, History-Social Science Content Standards (collectively referred to herein as the “State Standards”));
- The ability to apply subject area knowledge to accomplish real-world problem-solving.

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

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

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

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

I. Curriculum And Instructional Design

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

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

With the transition to the California Common Core Standards and new SBAC state assessment to measure learning against the State Standards, MWA has shifted its curriculum to now include a Common Core-aligned curriculum for teaching English and Math. The curriculum is called

SpringBoard and is published by the College Board (the maker of the SAT exam). MWA is beginning its ~~fourth~~ seventh year of using this curriculum.

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

- *Teach Like a Champion: 49 Techniques that Put Students on a Path to College* (Lemov, 2010) presents a significant catalog of specific instructional techniques that make teachers more efficient and effective in teaching students. Lemov believes: Teaching is an art, requiring the mastery and application of specific foundational skills learned through diligent study. Best practices for instruction are not simply subject to interpretation and that there are specific, concrete, and actionable techniques all teachers should use.
- *College Knowledge*: makes the case for how schools can better align their instructional approach to align with the rigors and skills required to be successful in college such as strong writing skills, strong non-fiction reading skills, and a high level of mathematical operational and problem solving skills.

Focus on Literacy

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

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

Content Literacy Learning and Teaching Strategies. Within each content area, teachers not only teach students the strategic application of reading skills within the given subject area, but also other literacy tools, such as writing processes, listening and oral communications. While understanding how cognitive and meta-cognitive, behavioral, linguistic, physical and experiential factors relate to content reading and writing development, our teachers incorporate instructional strategies that assess prior knowledge (schemata), develop student meta-cognition and make the content relevant and interesting (affective domain). Instructional strategies include these research-backed tactics: pre-reading plan; question-answer relationships; reciprocal teaching; schema maps; directed-reading thinking activity; learning logs; book talks; direct in-text marking system; discussion webs; radio play; student dramas; and sustained silent reading. MWA incorporates holistic teaching methods integrating reading, writing, and literature-based

reading instruction.

Thematic Units. Across content areas, teachers collaborate in creating thematic units centered around essential questions. Each core subject will incorporate reading, writing, art and technology. This comprehensive approach increases student interest while accommodating different learning styles and assisting students in connecting learning to life experiences and real-world applications of academic content.

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

Site-Based, Personalized Learning

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

In addition to teaching academic skills, MWA believes strongly in developing their students' social and emotional awareness and growth. Embedded throughout the curriculum, especially through the arts, health and wellness, social studies, language arts, and science, students have assignments that challenge their ideas, thoughts and values. Journaling and portfolio use allow students to reflect on their growth several times during the year. Our gallery and open wall spaces are vehicles that teachers can use in their writing and discussion, especially for provocative topics with diverse moral viewpoints. Moreover, community service and service learning components are integrated throughout the curriculum to develop students' ability to identify and solve local and global community issues. Student Governance bodies help students to develop both leadership and ethical skills. Finally, school assemblies, grade-level advisory and class meetings allow an open forum to develop social and interpersonal skills as students analyze and address the needs of their fellow students, school and greater community.

Materials and Technology

Text and reading books are reviewed and selected based on a thorough analysis of what other high-performing schools in the area utilize. Technology and computer use ~~is aare~~ key components of the MWA curriculum. Many of our students come from families that do not have adequate computers at home, denying them access to programs that schools are now utilizing. Each classroom has access to laptops and a printer. Since performance and self-expression are

encouraged, students also have access to multi-media equipment. Access to technology gives our students an advantage as they focus their attention on gaining admission to and completing a college degree. For example, in ~~6th~~ 4th grade, students are taught typing and word processing skills, as well as an introduction to coding. Units are created that tie into the core curriculum as they increase their skills in this area. Students will also have instruction in the use of data entry, spread sheets, and application use and management. Each student is given access to online tools so that they can check e-mail, homework assignments, library accounts, and teacher and school web pages during their time at the MWA site. Each year, students' skills are reinforced and refined in the various assignments provided by their teachers and tutors.

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

- *STEM Emphasis* – Science, Technology, Engineering and Math is emphasized at all grade levels and through additional enrichment activities in order to ensure our students possess the desirable and necessary skills for competitive careers in the 21st century.
- *Project Based Learning* – teachers are supported in identifying methods of delivering curriculum content via projects and student centered activities. We believe this mode of learning both engages students and provides opportunities to recognize how their skills are applied in real-world situations.
- *Integrated Thematic Units* – teachers collaborate to develop integrated units that will assist students in developing schemata and making meaningful connections across subject areas and to real-world applications of academic content.
- *Facilitate Critical Consciousness* – Students are encouraged to develop a deeper understanding of their positioning in their larger social and historical contexts. The concept of education as a tool for social change and empowerment will be explored.
- *Develop Academic Identity Among Students* – Culturally relevant curricula encourage all students to see their social and cultural identities as being synonymous with their identities as students.
- *Embed Inquiry and Research Standards Within Each Content Area* – The inquiry process is an authentic method of learning that includes activities such as self-selecting topics, formulating authentic questions, gathering information, researching resources, crafting experiments, observing, interviewing, evaluating information, analyzing and synthesizing data, and communicating findings and conclusions. The information-gathering stage is a self-directed process that is owned by the engaged learner. Individually and collaboratively, students work for a particular purpose, such as to discuss a text, solve a problem, make a decision, reach new understandings, and/or create products.
- *Be College Preparatory* – All students complete the college preparatory course requirements for the A-G requirements for admission to the UC or CSU, or complete a modified version of the A-G requirements for admission to the UC and CSU, in which a year-long, career technical education course that meets or exceeds the rigorous State

Standards approved by the State Board of Education may substitute for one of the courses that counts toward completion of the “G” requirement.

Overview of Core Academic Program

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

English Language Arts

Middle School (Grades 5-8)	Upper School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● Reading ● Writing ● Speaking and Listening ● Language <p>Skills</p> <ul style="list-style-type: none"> ● Writing strategies and application ● Written and oral language conventions/grammar ● Vocabulary ● Comprehension ● Literary response and style ● Critical Thinking <p>Course Offerings</p> <ul style="list-style-type: none"> ● <u>4th Grade English</u> ● 5th Grade English ● 6th Grade English ● 7th Grade English ● 8th Grade English ● Literacy Boost <p>Promotion Requirements Students must complete a year-long course with a grade of C or higher.</p>	<p>Content</p> <ul style="list-style-type: none"> ● Reading ● Writing ● Speaking and Listening ● Language <p>Skills</p> <ul style="list-style-type: none"> ● Craft and Structure ● Integration of Knowledge and Ideas ● Range of Reading and Level of Text Complexity ● Text Type and Purposes ● Production and Distribution of Writing ● Research to Build Present Knowledge ● Range of Writing ● Comprehension and Collaboration ● Presentation of Knowledge and Ideas ● Conventions of Standard English ● Knowledge of Language ● Vocabulary Acquisition and Use <p>Course Offerings</p> <ul style="list-style-type: none"> ● CP English I ● CP English II ● CP English III ● CP English IV ● AP English Language ● ELL Intervention <p>Graduation Requirements Students must complete the equivalent of four years of English with final course grades of a C or higher.</p>

Math

Middle School (Grades 5-8)	High School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● Operations and Algebraic Thinking ● <u>Number and Operations in Base Ten</u> ● Number Sense and Operations ● <u>Number Sense and Operations- Fractions</u> ● Measurement and Data ● Geometry ● Ratios and Proportions ● Expressions and Equations ● Number Sense ● Statistics and Probability ● Algebra <p>Skills</p> <ul style="list-style-type: none"> ● Problem Solving Strategies ● Abstract & Quantitative Reasoning ● Constructing Viable Arguments ● Develop and Utilize Mathematical Models ● Strategic Use of Appropriate Tools ● Precision & Accuracy ● Make Use of Structures ● Express Regularity and Repetition in Reasoning <p>Course Offerings</p> <ul style="list-style-type: none"> ● Pre-Algebra ● Algebra ● Geometry ● Problem Solving ● <u>Math 4</u> ● Math 5 ● Math 6 <p>Promotion Requirements Students must complete a year-long course with a grade of C or higher.</p>	<p>Content</p> <ul style="list-style-type: none"> ● Number and Quantity ● Algebra ● Functions ● Geometry ● Statistics and Probability ● Constructing Viable Arguments ● Calculus <p>Skills</p> <ul style="list-style-type: none"> ● Problem Solving Strategies ● Abstract & Quantitative Reasoning ● Constructing Viable Arguments ● Develop and Utilize Mathematical Models ● Strategic Use of Appropriate Tools ● Precision & Accuracy ● Make Use of Structures ● Express Regularity and Repetition in Reasoning <p>Course Offerings</p> <ul style="list-style-type: none"> ● Algebra I & Fundamentals of Algebra ● Geometry & Fundamentals of Geometry ● Algebra II & Algebra II Honors ● Pre-Calculus ● Calculus ● AP Calculus A/B ● Statistics <p>Graduation Requirements Students must complete the equivalent of three years of Mathematics with a final course grade of a C or higher.</p>

History/Social Studies

Middle School (Grades 5-8)	High School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● California ● US History ● Geography ● Ancient Civilizations ● Medieval and Early Modern Times ● Current Events ● Journalism ● Public Speaking ● Debates <p>Skills</p> <ul style="list-style-type: none"> ● Chronological and Spatial Thinking ● Research, Evidence, and Point of View ● Historical Interpretation <p>Course Offerings</p> <ul style="list-style-type: none"> ● California: A Changing State ● US History & Geography ● World History & Geography (Ancient Civilizations) ● World History & Geography (Medieval and Early Modern Times) ● US History & Geography (Growth and Conflict) <p>Promotion Requirements Students must complete a year-long course with a grade of C or higher.</p>	<p>Content</p> <ul style="list-style-type: none"> ● World History, Culture, and Geography ● US History and Geography ● Principles of American Democracy ● Principles of Economics <p>Skills</p> <ul style="list-style-type: none"> ● Chronological and Spatial Thinking ● Research, Evidence, and Point of View ● Historical Interpretation <p>Course Offerings</p> <ul style="list-style-type: none"> ● World History ● US History ● American Government and Economics ● African American History ● AP US History ● AP American Government <p>Graduation Requirements Students must complete at least three year-long courses with a grade of C or better. One course in U.S. History and one in World History, and one in American Government/Civics.</p>

Science

Middle School (Grades 5-8)	High School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● Structure, Function and Information Processing ● Earth's Systems ● Energy and Waves, Engineering Design ● Physical Science ● Life Science ● Earth Science ● Investigation and Experimentation <p>Skills</p> <ul style="list-style-type: none"> ● Observation ● Classification ● Measuring ● Communication ● Inferring ● Predicting ● Collecting, Recording, and Interpreting Data ● Identifying and Controlling Variables ● Defining Operationally ● Making Hypotheses ● Experimenting ● Making and Using Models <p>Course Offerings</p> <ul style="list-style-type: none"> ● Science, Engineering, Technology ● Biology 	<p>Content</p> <ul style="list-style-type: none"> ● Motion and Forces ● Conservation of Energy and Momentum ● Heat and Thermodynamics ● Waves ● Electric and Magnetic Phenomena ● Atomic and Molecular Structure ● Chemical Bonds ● Conservation of Matter and Stoichiometry ● Gases and Their Properties ● Acids and Bases ● Chemical Thermodynamics ● Reaction Rates ● Chemical Equilibrium ● Organic Chemistry and Biochemistry ● Nuclear Processes ● Cell Biology ● Genetics ● Ecology ● Evolution ● Physiology ● Earth Science ● Biogeochemical Cycles ● Structure and Composition of the Atmosphere ● California Geology <p>Skills</p> <ul style="list-style-type: none"> ● Observation ● Classification ● Measuring ● Communication ● Inferring ● Predicting ● Collecting, Recording, and Interpreting Data ● Identifying and Controlling Variables ● Defining Operationally ● Making Hypotheses ● Experimenting ● Making and Using Models <p>Course Offerings</p> <ul style="list-style-type: none"> ● Conceptual Physics ● Chemistry & Chemistry Honors

<ul style="list-style-type: none"> ● Chemistry ● Physics ● Geology ● Ecology <p>Promotion Requirements Students must complete a year-long course with a grade of C or higher.</p>	<ul style="list-style-type: none"> ● Biology & Biology Honors ● Physics Honors ● AP Physics ● AP Psychology <p>Graduation Requirements Students must complete the equivalent of two years of Science with a final course grade of a C or higher in the science branches of life science (Biology), and one physical science (Physics or Chemistry)</p>
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Foreign Languages

Middle School (Grades 5-8) – Offered as an elective in Extended Day 2-3x per week	High School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● Spanish Language <p>Skills</p> <ul style="list-style-type: none"> ● Cultural Awareness/Understanding ● Grammar ● Writing ● Listening, Reading, and Oral Comprehension <p>Course Offerings as Electives in Extended Day</p> <ul style="list-style-type: none"> ● 7th Grade Spanish ● 8th Grade Spanish <p>Promotion Requirements Students will have a choice to select a second language in their encore section.</p>	<p>Content</p> <ul style="list-style-type: none"> ● Spanish Language, Literature, Cultures, Structures, Settings, <p>Skills</p> <ul style="list-style-type: none"> ● Cultural Awareness/Understanding ● Grammar ● Writing ● Listening, Reading, and Oral Comprehension <p>Course Offerings</p> <ul style="list-style-type: none"> ● Spanish I ● Spanish II ● Spanish III ● AP Spanish Language ● AP Spanish Literature <p>Graduation Requirements Students must complete two years of one language with a final course grade of a C or higher.</p>

Visual and Performing Arts

Middle School (Grades 5-8)	High School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● Visual/Fine Arts, <i>e.g.</i>, drawing, painting, sketching, clay, sculpture, wire ● Performing Arts, <i>e.g.</i> drama, dance and movement ● Music, <i>e.g.</i>, choral, instrumental <p>Skills</p> <ul style="list-style-type: none"> ● Artistic Perception ● Creative Expression ● Historical and Cultural Context ● Aesthetic Valuing ● Connections, Relationships, and Applications <p>Course Offerings</p> <ul style="list-style-type: none"> ● <u>4th Grade Art</u> ● 5th Grade Art ● 6th Grade Art ● 7th Grade Art ● 8th Grade Art <p>Promotion Requirements Students must complete course with a grade of C or higher.</p>	<p>Content</p> <ul style="list-style-type: none"> ● Visual/Fine Arts, <i>e.g.</i>, drawing, painting, sketching, clay, sculpture, wire ● Performing Arts, <i>e.g.</i> drama, dance and movement ● Music, <i>e.g.</i>, choral, instrumental <p>Skills</p> <ul style="list-style-type: none"> ● Artistic Perception ● Creative Expression ● Historical and Cultural Context ● Aesthetic Valuing ● Connections, Relationships, and Applications <p>Course Offerings</p> <ul style="list-style-type: none"> ● Intro. To Music ● Music – Choral ● Music – Instrumental ● Intro. To Band ● Band ● Music Composition ● Intro. To Fine Art ● Intro. To Performing Art ● Drawing and Painting ● Ceramics ● Drama ● Dance <p>Graduation Requirements Students must complete one year-long course with a final course grade of a C or higher.</p>

Health and Physical Education

Middle School (Grades 5-8)	High School (Grades 9-12)
<p>Content</p> <ul style="list-style-type: none"> ● Games, sports, martial arts, yoga, etc. <p>Skills</p> <ul style="list-style-type: none"> ● Motor Skills and Movement Patterns ● Performance of Physical Activities ● Assess and Maintain Physical Fitness ● Concepts, Principles, and Strategies for Health and Performance ● Psychological and Sociological Concepts, Principles, and Strategies for Physical Activity <p>Course Offerings</p> <ul style="list-style-type: none"> ● <u>4th Grade P.E.</u> ● 5th Grade P.E. ● 6th Grade P.E. ● 7th Grade P.E. ● 8th Grade P.E. <p>Promotion Requirements Students must complete a year-long course with a grade of C or higher.</p>	<p>Content</p> <ul style="list-style-type: none"> ● Games, sports, martial arts, yoga, etc. ● Adventure/Outdoor Activities ● Aerobics ● Dance ● Aquatics ● Weight Training <p>Skills</p> <ul style="list-style-type: none"> ● Motor Skills and Movement Patterns ● Performance of Physical Activities ● Assess and Maintain Physical Fitness ● Concepts, Principles, and Strategies for Health and Performance ● Psychological and Sociological Concepts, Principles, and Strategies for Physical Activity <p>Course Offerings</p> <ul style="list-style-type: none"> ● Freshmen Health and Wellness ● Sophomore Health and Wellness ● Junior Health and Wellness ● Senior Health and Wellness <p>Graduation Requirements Students must have two year-long courses of Health and Wellness with a final course grade of a C or higher.</p>

Social and Emotional Learning

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

Descriptions of MWA’s curriculum scope and sequences for all the ~~5th-4th~~ through 12th grade Core Day courses, Summer and Saturday Academies, as well as, Intervention courses, can be found in Appendix C.

J. Outline of Projected Content Coverage (Grades 5-12)

In addition to our base instructional calendar, Making Waves believes that having its students in class for longer amounts of time will greatly improve those students' achievement. Consequently, Making Waves plans on offering at least 175 days of instruction every year and a significant extended day, Saturday and Summer program to increase the amount of instructional time that our students receive. Combining our core day, extended school day and supplemental programs, we increase significantly the number of instructional minutes offered to each of our students.

We anticipate the following additional days and times of programming to help the implementation of our mission.

- **Extended Day** – students are expected to remain at school until 6:00 pm on the majority of school days to participate in additional learning and enrichment activities.
- **Saturday School** – some or all students may be expected to attend school on Saturdays for a four hour period to receive additional instruction and participate in enrichment programming.
- **Orientations** – new students participate in a one-day orientation program prior to the first day of school each fall. This orientation program will focus on teaching students the expectations and culture of MWA in addition to help newcomers become familiar with the school site and staff before the first instructional day.

Extended Academic Support Services

We believe that supplemental instructional support makes a difference between academic failure and success. MWA implements an intensive, Extended School day of three additional hours and a Summer Academy program consisting of 20 projected sessions. These supplemental hours ensure that each student receives the individualized instructional support in the areas in which they most need assistance. These programs will be coordinated and run by certificated teachers. Overall, our goal is to have a student-to-adult tutor ratio of maximum 8:1 to allow for personalized and intensive ongoing assistance.

Strong Parental/Family Involvement

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

- Attendance at parent/guardian, teacher, student conference;
- Attendance at monthly grade-level meetings (forum);
- Attendance at school events;
- Participation in fundraising;
- Participation in 20 hours of volunteer service each year (encouraged, but not required);
- Reviewing and signing off on tests/quizzes as assigned by faculty;
- Reading the Weekly Wave; and
- At least one parent/guardian representative will serve on the Making Waves Academy Board of Directors.

Moreover, parents/guardians are given a list of volunteer opportunities throughout the year, from being monitors in the lunchroom to being classroom helpers during field trips and other relevant activities. By actively participating in the school, parents and guardians serve as an example to the students and emphasize the importance of family involvement. At MWA, we see a dramatic

difference between students whose parents/guardians are involved and those students who have no family support. Our urban youth benefits from seeing their parents/guardians make that extra effort; it shows that their families value what their children are trying to achieve.

Qualified, Trained Staff

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

MWA focuses on ongoing professional development to better prepare teachers to meet the challenging needs of underserved urban youth. We budget substantially for our teachers' professional development before the opening of each school year. MWA staff participates in a three-week professional development series of training and collaborations so that they are completely familiar with the curriculum, school philosophy and culture. Staff also is trained to handle emergencies such as mental and physical health issues and family crises. In addition to this critical training, staff has ample time for reflection and development by department, by division, by grade level and as a whole faculty learning community.

Staff portfolios are a part of each staff member's yearly evaluation. Each staff member's portfolio includes: professional growth inventory; assessment of developmental needs; and a contractual agreement of a professional growth plan. These portfolios ensure that the teaching staff is continually learning and being challenged and making our school an educationally focused institution where the act of learning serves as an example for everyone.

K. Transferability of Courses

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

In the spring of 2014, MWA successfully underwent its WASC accreditation process. MWA's accreditation was renewed for the full, six-year term. In September of 2016, MWA underwent its mid-cycle visit with a WASC Visiting Committee to assess progress against the six-year action plan. Feedback was positive about the progress the school is making towards meeting its three goals. The WASC/Schoolwide Action Plan Goals are:

1. Organizational Systems

Establish systematic cyclical reviews of programs and practices to assess effectiveness, and develop protocols that ensure the process of evaluation and implementation is closed-loop and transparent.

2. Support for All Learners

Develop vertically aligned programs between the Middle School and Upper School that differentiate along a continuum of learners and talents and allow for learning in areas beyond academic program, both in the classroom and the school as a whole.

3. College and Career Readiness

Develop comprehensive college and career readiness pathways that build our students' capacity for success beyond high school.

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

Please see the section "Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities" in Element B of this Charter for a description of MWA's annual goals to be achieved in the Eight State Priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(b)(5)(A)(ii). Please see Appendix D for MWA's LCAP Goals.

M. Plan For Students That Are Academically Low Achieving

MWA will take a systematic approach to closing the achievement gap by allocating multiple resources and interventions towards academically low-performing students. We will identify students who are performing below grade-level through the results of the State mandated assessments (e.g., CAASPP) as well as from classroom assessments. Staff will be trained to identify students who are struggling to stay at grade-level.

Services for academically low-achieving students will begin with an assessment of student abilities and needs. Depending on identified needs, students will receive one or more of the following interventions:

- Instructional activities will be modified to accommodate different learning styles to draw out students' various strengths and needs.
- Students needing additional assistance in particular subjects or skill areas may obtain additional help from peers and staff.
- A Student Success Team meeting will be conducted with a student's parent/guardian and school personnel if a student is still not achieving at grade-level standards after the above two strategies have been attempted. More information about the Student Success Team can be found in the following section on Special Education Students.
- MWA may develop additional group intervention classes either during, before or after school depending on student needs and staff availability and scheduling demands.

N. Plan For Students That Are Academically High Achieving

Some students enter the school better prepared or naturally endowed to learn at a faster pace than the majority of their classmates. Students identified as high achievers through classroom report card grades, placement test results, and teacher recommendations have the opportunity to do more advanced work and to excel at their individual pace. Because of our differentiated teaching instruction, students ready and capable for more depth are assigned work that is at their individual level. We ask all our teachers to provide projects in which students can deepen their critical thinking in their class assignments. Enhanced programming in the Extended Day program allows students to have an opportunity to go "deeper" into fields of study.

Since MWA *has* the responsibility of assuring that all students' educational experiences are rigorous, teachers are prepared to provide additional challenges for these students. In addition, students working at different paces are sometimes paired ~~so that~~with students excelling in a particular subject who help students struggling with more challenging material. Research shows that people deepen understanding through the process of teaching others. While it is important for

the student to choose the classes and activities that help advancement, MWA believes it is also important to maintain a good balance between academic and social skills.

O. Plan For English Learners

Identifying English Learners

Students attending MWA are administered the home language survey to determine whether English is the student's native language. All students whose home language is other than English (as indicated on their Home Language Survey) is given the California English Language Development Test ("CELDT")¹ to determine their English language proficiency level within 30 calendar days after the student is first enrolled in school. The CELDT is administered by a Cross Cultural, Language and Academic Development ("CLAD") certified teacher or instructional aide at MWA. Based on the CELDT results, English Learners ("EL") are identified and placed in classes with Specially Designed Academic Instruction in English ("SDAIE") and supplemental English instructional support as needed. The CELDT test has three purposes:

- To identify new students who are English learners;
- To determine the level of proficiency of a student; and
- To annually assess the student's progress in acquiring listening, speaking, reading and writing skills in the English language.

EL students are assessed annually with the CELDT until they are reclassified as Fluent English Proficient (FEP). MWA uses CELDT data, teacher observations, CAASPP test data, and parent consultation to identify student needs and reclassify English Learner students as fluent English proficient when appropriate. In addition to taking the CELDT, any students' Home Language Survey that indicates that English is not their native language spoken at home must also take an assessment in their native language within 90 days when such an assessment is available.

Core Curriculum and Specialized English Instruction

English Learners are provided a Specially Designed Academic Instruction in English (SDAIE) and sheltered English strategies to ensure access by English Learners to the core curriculum. The approach is to provide academic courses to English Learners in English. It is designed for non-native speakers of English and focuses on increasing the comprehensibility of the academic courses typically provided to fluent English proficient students. Special techniques are used, such as drawing pictures and symbols that represent specific English words, to help ensure that EL students comprehend the material. Students identified as English Learners are provided two daily class periods of English Language Development. English language skills include English listening, speaking, reading and writing skills. The goal will be to move all English Learners one level per year up the CELDT. The CELDT has five English proficiency levels:

- Beginning
- Early Intermediate
- Intermediate
- Early Advanced
- Advanced

The core curriculum content for English learners is the same as the core for fluent English proficient students, with teachers using specific ELD support curriculum to assist their English

Comment [CNW2]: Let me know if you want me to change the language and add the new requirements for the ELPAC.

¹ All references in the charter to the CELDT will be understood by MWA and CCCOE to mean the English Language Proficiency Assessments for California ("ELPAC"), when it replaces the CELDT.

language development. Additionally, MWA provides supplemental instructional support, to provide English Learners with continuing English language development.

- Cooperative learning activities are conducted in English, giving students of all English levels the opportunity to practice listening, comprehending, and speaking;
- Daily writing assignments are given in all core classes;
- Collaborative projects are assigned as part of the assessments in additional courses offered through our extended day and Saturday model.

MWA will seek to recruit teachers that hold Cross Cultural Language and Academic Development (CLAD) credentials as appropriate. By utilizing a variety of instructional strategies, appropriately credentialed teachers, diverse instructional aides and resources, MWA will be able to ensure a quality English language acquisition program that enables MWA's EL students to attain English proficiency and achievement in all academic subject areas, and to have full access to the range of educational opportunities that MWA envisions for all students.

Monitoring and Evaluation of Program Effectiveness

MWA evaluates the effectiveness of its education program for ELs by:

- Adhering to MWA-adopted academic benchmarks by language proficiency level and years in program to determine adequate yearly progress.
- Monitoring teacher qualifications and the use of appropriate instructional strategies based on program design.
- Monitoring student identification and placement.
- Monitoring parental program choice options.
- Monitoring availability of adequate resources.

P. Plan For Special Education

Overview

MWA recognizes the importance of providing educational opportunities to all students regardless of physical challenges or special needs. MWA is committed to serve the exceptional needs of such students in accordance with applicable federal and state laws, including but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities in Education Improvement Act ("IDEIA").

Pursuant to an MOU with WCCUSD, MWA currently receives special education and related services from WCCUSD pursuant to Education Code Section 47641(b). The MOU with WCCUSD details the specific terms of special education services and funding, which are also described in the section below.

MWA shall have the right, subject to CCCOE approval, to pursue becoming an independent local education agency ("LEA") and join a SELPA in accordance with Education Code Section 47641(a). Upon acceptance in a SELPA, MWA will provide CCCOE evidence of membership and a copy of the MOU with the SELPA. As an LEA member of the SELPA, MWA would receive state and federal revenues directly, in accordance with the SELPA's allocation plan.

Services for Students Under the "IDEIA" as a Public School of WCCUSD Pursuant to Education Code Section 47641(b)

MWA shall remain a public school of the WCCUSD for special education purposes pursuant to Education Code Section 47641(b) until such time as MWA pursues and is approved by a SELPA for membership as an LEA.

MWA, solely for purposes of providing special education and related services under the IDEIA pursuant to Education Code Section 47641(b), in accordance with Education Code Section 47646 and 20 U.S.C. 1413, seeks services from WCCUSD for special education students enrolled in MWA in the same manner as is provided to students in other WCCUSD schools. MWA will follow WCCUSD and SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of student records. MWA will comply with the above referenced MOU as to the delineation of duties between WCCUSD central office and the local school site in providing special education instruction and related services to identified students including but not limited to referral, identification, assessment, case management, Individualized Education Plan (“IEP”) development, modification and implementation. MWA acknowledges the importance of cooperating with WCCUSD so that WCCUSD can provide special education services to MWA students. MWA agrees to promptly respond to all WCCUSD inquiries, to comply with reasonable WCCUSD directives, and to allow WCCUSD access to MWA students, staff, facilities, equipment and records as required to fulfill all WCCUSD obligations imposed by law. An annual meeting between MWA and WCCUSD to review special education policies, procedures, protocols, and forms of WCCUSD and the SELPA and WCCUSD protocol, will ensure that MWA and WCCUSD have an ongoing mutual understanding of WCCUSD protocol and will facilitate ongoing compliance.

The following description regarding how special education and related services will be provided and funded is included below by MWA for the sole purpose of providing a reasonably comprehensive description of the special education program, and shall not preclude alternate arrangements between MWA and WCCUSD as agreed upon in the MOU.

Staffing

All special education services at MWA will be delivered by individuals or agencies qualified to provide special education services as required by California’s Education Code, the IDEIA and Section 504. MWA staff shall participate in all mandatory WCCUSD in-service training relating to special education. It is MWA’s understanding that WCCUSD will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. WCCUSD shall also be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to MWA students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

Notification and Coordination

MWA shall follow WCCUSD policies as they apply to all WCCUSD schools for responding to implementation of special education services. MWA will adopt and implement WCCUSD policies relating to notification of WCCUSD for all special education issues and referrals.

MWA shall follow WCCUSD policies as they apply to all WCCUSD schools for notifying WCCUSD personnel regarding the discipline of special education students to ensure WCCUSD pre-approval prior to imposing a suspension or expulsion. MWA shall assist in the coordination of any communications and immediately act according to WCCUSD administrative policies relating to disciplining special education students.

Identification and Referral

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

It is MWA's understanding that WCCUSD shall provide MWA with any assistance that it generally provides its schools in the identification and referral processes, and will ensure that MWA is provided with notification and relevant files of all students who have an existing IEP and who are transferring to MWA from a WCCUSD school. WCCUSD shall have access to all MWA student records and information in order to serve all of MWA's students' special needs.

In the event that MWA receives a parent written request for assessment, it will work collaboratively with WCCUSD and the parent to address the request. Unless otherwise appropriate pursuant to applicable State and Federal law, MWA and WCCUSD will provide the parent with a written assessment plan within fifteen days of receipt of the written request and shall hold an IEP within sixty days of parent's consent to the assessment plan to consider the results of any assessment.

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

Assessments

The term "assessments" shall have the same meaning as the term "evaluation" in the IDEIA, as provided in Section 1414, Title 20 of the United States Code. WCCUSD will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with WCCUSD's general practice and procedure and applicable law. MWA shall work in collaboration with WCCUSD to obtain parent/guardian consent to assess MWA students. MWA shall not conduct special education assessments unless directed by WCCUSD.

IEP Meetings

It is MWA's understanding that WCCUSD shall arrange and notice the necessary IEP meetings. IEP team membership shall be in compliance with state and federal law. MWA shall be responsible for cooperating with WCCUSD to ensure the attendance of IEP team members employed by MWA. It is MWA's understanding that WCCUSD shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEIA, a speech therapist, psychologist,

resource specialist, and behavior specialist; and shall document the IEP meeting and provide of notice of parental rights.

IEP Development

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

MWA shall promptly notify WCCUSD of all requests it receives for assessment, services, IEP meetings, reimbursement, compensatory education, mediation, and/or due process whether these requests are verbal or in writing.

IEP Implementation

Pursuant to WCCUSD policy and how WCCUSD operates special education at all other public schools in the district, WCCUSD shall be responsible for all school site implementation of the IEP. MWA shall assist WCCUSD in implementing IEPs, pursuant to WCCUSD and SELPA policies in the same manner as any other school of WCCUSD. WCCUSD and MWA will need to be jointly involved in all aspects of the special education program, with WCCUSD holding ultimate authority over implementation and supervision of services. As part of this responsibility, MWA shall provide WCCUSD and the parents with timely reports on the student's progress as provided in the student's IEP at least as frequently as report cards are provided for MWA's non-special education students. MWA shall also provide all home-school coordination and information exchange unless directed otherwise by WCCUSD. MWA shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology unless directed otherwise by WCCUSD. MWA shall comply with any directive of WCCUSD as relates to the coordination of MWA and WCCUSD for IEP implementation including but not limited to adequate notification of student progress and immediate notification of any considered discipline of special education students in such matters, the petitioners would notify WCCUSD of relevant circumstances and communications immediately and act according to WCCUSD administrative authority.

Placement and Services

It is MWA's policy that children with disabilities are, to the maximum extent appropriate, educated with their non-disabled peers – the Least Restrictive Environment (LRE) – in accordance with State and Federal Laws. Special classes or other removal of children with disabilities from age-appropriate general education classrooms shall occur only when the nature or severity of the disability of the child is such that education in general education classes with the use of supplementary accommodations (e.g. extending time on tests/assignments, preferential seating, books on tape, note taking support, breaking assignments into smaller parts) and modifications (e.g. alterations to test standards, assignments modified to different grade levels standards than other students, dictation on an assignment or test that is measuring written expression skills, exemption from class assignments determined essential by a classroom teacher) cannot be achieved satisfactorily.

If the IEP team determines that a student needs a more appropriate setting (i.e. Non-severely handicapped, Transitional Education Program (TEP), Non Public School (NPS)) than what can be provided on-site at MWA, i.e.:

- General Education classroom: The general education teacher provides primary instruction with accommodations and modifications, as outlined in the student's IEP or 504, including supplementary aides and services designed to meet the student needs of the student. Special education instruction and related service may be provided by WCCUSD's designated staff within the general education setting, as outlined in the student's IEP; and
- Resource Program: Students are assigned to general education classroom teachers for the majority of the school day. WCCUSD's appointed Resource Teacher works with an instructional assistant to provide Resource Support for MWA students. Resource services cover a range of disabilities and can be provided within the general education program (e.g. individual tutoring, small group instruction, etc.), and/or in a ~~separate—education settings~~separate educational setting, such as the Resource Room,

MWA will work with WCCUSD specialists to have the needs met within district schools or to provide services outside of WCCUSD.

Interim and Initial Placements and Services of New Charter School Students

MWA shall comply with Education Code Section 56325 with regard to students transferring into MWA within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in MWA from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, WCCUSD and MWA shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time WCCUSD and MWA shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law. In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into MWA from a district operated program under the same special education local plan area of WCCUSD within the same academic year, WCCUSD and MWA shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and WCCUSD agree to develop, adopt, and implement a new IEP that is consistent with federal and state law. For students transferring MWA with an IEP from outside of California during the same academic year, the District and MWA shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until WCCUSD conducts and assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by WCCUSD, and develops a new IEP, if appropriate that is consistent with federal and state law.

Non-Public Placements/Non-Public Agencies

WCCUSD shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to provide special education services to MWA students. MWA will not hire, request services from, or pay any non-public school or agency to provide education or services to special education students without the prior written approval of

WCCUSD. MWA will immediately notify WCCUSD of all parental requests for services from non-public schools or agencies, unilateral placements, and/or requests for reimbursement.

Non-Discrimination

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

Parent/Guardian Concerns and Complaints

MWA shall follow WCCUSD policies as they apply to all WCCUSD schools for responding to parental concerns or complaints related to special education services. MWA shall instruct parents/guardians to raise concerns regarding special education services, related services and rights to WCCUSD unless otherwise directed by WCCUSD. MWA shall immediately notify WCCUSD of any concerns raised by parents. In addition, MWA and WCCUSD shall immediately bring to the other's attention any concern or complaint by a parent/guardian that is in writing and/or which involves a potential violation of state or federal law.

WCCUSD's designated representative, in consultation with the Charter School's designated representative, shall investigate as necessary, respond to, and address the parent/guardian concern or complaint. MWA shall allow WCCUSD access to all facilities, equipment, students, personnel, and records to conduct such an investigation.

MWA and WCCUSD shall timely notify the other of any meetings scheduled with parents/guardians or their representatives to address the parent/guardian concerns or complaints so that a representative of each entity may attend. WCCUSD, as the LEA, shall be ultimately responsible for determining how to respond to parent concerns or complaints, and MWA shall comply with the District's decision.

MWA and WCCUSD shall cooperate in responding to any complaint to or investigation by the California Department of Education, the United States Department of Education, or any other agency, and shall provide timely notice to the other upon receipt of such a complaint or request for investigation.

Due Process Hearings

WCCUSD may initiate a due process hearing or request for mediation with respect to a student enrolled in MWA if WCCUSD determines such action is legally necessary or advisable. MWA agrees to cooperate fully with WCCUSD in such a proceeding. In the event that the parents/guardians file for a due process hearing, or request mediation, WCCUSD and MWA shall work together to defend the case. In the event that WCCUSD determines that legal representation is needed, MWA agrees that it shall be jointly represented by legal counsel provided at WCCUSD's expense and choosing, unless there is a conflict of interest.

Funding

MWA understands that it will enter into a MOU with WCCUSD regarding Special Education funding, and cannot at this time unilaterally dictate the funding relationship between WCCUSD and MWA. MWA anticipates, based upon State and Federal law that the fiscal relationship could be summarized as follows

Retention of Special Education Funds by WCCUSD

WCCUSD shall retain all state and federal special education funding allocated for MWA students through the SELPA Annual Budget Plan.

Insufficient Funds

In the event that any and all state and federal special education funding allocated for MWA is insufficient to cover the costs of WCCUSD's provision of special education services to MWA's student, WCCUSD shall be entitled to recoup the actual costs incurred for provision of unfunded and underfunded special education services. WCCUSD will invoice the amount due within ninety (90) days of the end of the applicable school year.

SELPA Representation

It is MWA's understanding that WCCUSD shall represent MWA at all SELPA meetings and report to MWA of SELPA activities in the same manner as is reported to all schools within WCCUSD.

Services for Students Under Section 504 of the Rehabilitation Act

MWA is aware that some students who have difficulties with learning will not be eligible for special education services because they may not fit into one of the special education eligibility categories, and/or because their learning problems are not severe enough to qualify for special education. These particular students may be eligible for special services and program accommodations under Section 504 of the Rehabilitation Act of 1973 ("Section 504").

Upon referral, MWA's 504 Coordinator or approved designee will convene a 504 Team meeting within a reasonable time to consider the concerns raised in the referral and any other available information. Members of the 504 Team should include MWA's 504 Coordinator or approved designee, the school nurse when appropriate, and any other appropriate MWA staff who are knowledgeable about the student, the evaluation data and the placement options. The student's parent/guardian will be invited to participate in the 504 Team meeting by MWA's 504 Coordinator via a written notice indicating the time, place and purpose of the meeting. The Parent will be provided the Notice at least seven (7) days before the meeting, unless the Parent and MWA otherwise agree to a shorter time frame, and will have the opportunity to examine all relevant records.

MWA's 504 Coordinator or approved designee will chair the meeting and assign a member of the 504 Team the duty of taking minutes at the meeting. A copy of the minutes will be sent to the parent/guardian and placed with the student's education records folder within five (5) school days after the meeting.

MWA's 504 team will be responsible for Section 504 identification, evaluation, placement, and periodic re-evaluations. Team decisions will be made by consensus. MWA's 504 Coordinator or approved designee must provide the parent/guardian with notice of MWA's proposals or refusals, or both, regarding their child's educational program, and a copy of WCCUSD's Notice of Procedural Safeguards and Parents' Rights. Evaluation and initial placement are subject to the parent/guardian's consent.

Students covered under Section 504 will be educated in the regular education setting and be with their non-disabled peers to the maximum extent possible. Within this setting they will receive all assistive devices, accommodations, and services necessary in order to meet their educational needs, as outlined in their 504 Plan. MWA's 504 Coordinator or approved designee will coordinate the review and implementation of the student's 504 Plan.

MWA's 504 Coordinator or approved designee will ensure that the 504 Plan is made available to all staff who work with the student. A copy of the 504 Plan will also be provided to the parent/guardian and placed in the student's records within five (5) school days after the 504 meeting. The plan will be reviewed at least annually or sooner if requested. The student will be re-evaluated not less than every three (3) years to determine his/her continued eligibility and, if eligible, their need for accommodations and/or related aids or services.

When a student demonstrates the need for special education and/or related services (i.e. assistive technology, speech and language, assistive technology, behavioral therapy, etc.), unless MWA has obtained LEA membership in a SELPA, MWA's 504 Coordinator will refer the student to WCCUSD for assessment and evaluation as outlined in WCCUSD Basic Commitment Handbook and Special Education Local Plan (SELPA).

ELEMENT B: MEASURABLE STUDENT OUTCOMES

***Governing Law:** The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school. Education Code Section 47605(b)(5)(B).*

A. Measurable Student Outcomes

Making Waves Academy is committed to ensuring that each student meets grade level objectives and subject matter competencies. One of our foundational beliefs is that all students can achieve mastery of the State Standards. Whether students are low achieving, high achieving, special education, or require English language development, their progress toward expected outcomes depends on a continual monitoring of individual student growth.

Our specific, measurable student outcomes include:

- That all students achieve academic meet or exceed the standard in the core subjects of math, English/language arts, science and history/social science. “Proficiency” will be defined as mastery of the State Standards for grades ~~K-4~~ through 12, as indicated by the state-mandated and school standards-aligned assessments. By the time they complete the 12th grade, MWA students are academically prepared to enter the college or university of their choice.
- That our English Learner students make substantial progress toward fluency in English (e.g., one EL level each year).
- That our special education students will achieve or make progress toward the learning goals as outlined on their Individualized Education Plans.
- That all students participate and obtain enrichment skills in such areas as the arts, technology, physical education, a second language and journalism.
- That all students become “community builders” by participating in community service, developing social responsibility, building leadership skills and acquiring skills to work cooperatively. MWA students will come to see their role as responsible citizens and ethical agents of change. (See core values in Elements A and C.)
- That all students develop social and emotional skills such as conflict resolution, working independently and collaboratively, oral and written communication skills, personal integrity, morality and self-esteem.
- That all students develop critical thinking and creativity skills that will enable them to analyze and problem-solve both within and outside the classroom.
- That all students will become competent, self-motivated, life-long learners, including intrinsic interest in learning and enthusiasm for exploring personal academic interests.

B. Accountability Systems

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

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

Pursuant to Education Code Section 47605(b)(5)(A)(ii), MWA's annual goals to be achieved in the Eight State Priorities school-wide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, can be found in MWA's Local Control Accountability Plan ("LCAP"). The current LCAP is on file with CCCOE and is also available in this summary version in the Appendix (please see Appendix E) .

MWA shall annually update and develop the LCAP in accordance with Education Code Section 47606.5, shall use the LCAP template adopted by the State Board of Education, and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter term. MWA shall submit the LCAP to the Contra Costa County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33.

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

MWA School Leadership has used the WASC Action Plan and LCAP to align all student schoolwide goals. The MWA SSC and MWA Board have built-in times during the school year to review and provide input in updating the plan and reviewing progress to goals.

Another ~~entity~~ formed three years ago, the Academic Intervention Services (AIS) Team meets two times per quarter to review progress against goals in academics for all MWA subgroups. The AIS Team reviews data, presents data and analysis, and makes recommendations that are aligned with meeting schoolwide goals concerning student achievement.

ELEMENT C: METHODS OF ASSESSMENT

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

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

A. Mandated State Assessments

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

B. Growth Measures: Diagnostic, Formative And Summative Assessments

In order to effectively assess students' academic growth over time, MWA utilizes several "value-added" growth measures, including school-developed diagnostic and formative, "authentic" assessments, and ongoing teacher assessments as well as summative assessments.

Diagnostic Assessment

At the beginning of each academic year, MWA administers its own diagnostic test to measure each student's strengths and weaknesses in the four core State Standards content areas. Throughout the school year, MWA administers ongoing assessments to measure students' comprehension of lessons that have been taught and their level of development in specific subject areas and skills.

Formative

Ongoing teacher assessment tools include teacher-developed quizzes and tests, student self-evaluation tools, teacher observations and end-of-semester narrative evaluations, individual logs and student portfolios. MWA administers another diagnostic post-test at the end of the year. In this manner, we are able to assess students' initial skills upon their enrollment at the school and at the beginning of each academic year, during key "check-in" points throughout the year, and at the end of each year to ensure that students are making progress towards MWA's pupil outcomes.

MWA uses "authentic" assessments such as portfolios, learning demonstrations, teacher-developed rubrics and Learning Style Inventories to help measure student academic growth over time. In addition to providing additional, "value-added" growth measures for academic subjects, these authentic assessments measure whether our students are achieving the social and emotional skills they need to be successful academically. Portfolios are selections of student work that include student reflection on their learning. Students keep a portfolio in each subject, which is

reviewed on a regular basis by classroom teachers, administrators and parents.

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

Students are given the annual state-mandated standardized assessments. The Matrix below includes the currently required State assessments for students in grades ~~5~~4 through 8 & 11, as well as internal assessments used at MWA. Such assessments, as further described in MWA’s LCAP, are aligned with the Eight State Priorities (see Appendix). MWA affirms that its methods for measuring pupil outcomes for the Eight State Priorities, as described in Element B of this Charter, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

Student Outcome and Assessment Matrix

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

Academic Assessment Matrix

MEASURABLE OUTCOMES	ASSESSMENT TOOLS
Students will meet or exceed the Standard in English/Language Arts.	CAASPP: Smarter Balanced Assessment (SBAC); Smarter Balanced Interim Comprehensive Assessments (ICAs), and other authentic assessments Interim Assessment Blocks (IABs) – quarterly
Students will meet or exceed the Standard in Mathematics.	CAASPP: Smarter Balanced Assessment (SBAC); Smarter Balanced Interim Comprehensive Assessments (ICAs), and other authentic assessments Interim Assessment Blocks (IABs) – quarterly
Students will meet or exceed the Standard in Science.	CAASPP: California State Test (CST); Smarter Balanced Interim Comprehensive Assessments (ICAs), and other authentic assessments
Students will meet or exceed the Standard in History/Social Science.	CAASPP: California State Test (CST) and other authentic assessments
EL students will make substantial progress toward fluency in English.	*California English Language Development Test (CELDT) *Spanish Assessment of Basic English SABE/2 (or other State-required equivalent Spanish language assessment, as applicable) Benchmark assessments. In-class assessments & letters Portfolios and other authentic assessments

Academic and Core Values

MEASURABLE OUTCOMES	ASSESSMENT TOOLS
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Special education students will achieve or make progress toward the learning goals in their Individualized Education Plans.	IEP progress and review
Students will obtain enrichment skills in such areas as the arts, technology, physical education, a second language and journalism.	Portfolios, In-class assessments, Presentations
Students will become “community builders.”	Community Service Participation, Portfolios, Projects, Reflection journals, Review of Core Values
Students will develop social and emotional skills.	Portfolios, Teacher Narratives, Presentations, Review of Core Values
Students will develop critical thinking and creativity skills.	Portfolios, Presentations, Writing Assignments, Art Projects, Use of a learning style inventory, Review of Core Values
Students will become competent, self-motivated, “life-long learners.”	Participation Logs, Portfolios Projects, Demonstrations of learned skills, Self-Assessments, Review of Core Values

Pre-diagnostic assessments are given to students to help assess in math and English proficiency. These diagnostic scores help us determine what level of intervention services will be needed to support students and how to best schedule them in their classes. Students are given formative benchmark assessments aligned with the CAASPP end-of-year assessments. These assessments results are provided to students, families and faculty. The data learned guide our instruction, ~~remediation~~remediation, and intervention throughout the year.

D. Use and Reporting of Data

Data Management, Analysis and Continuous Improvement

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

Staff uses all pieces of the assessment system in an ongoing effort to examine student performance and revise instructional practices to address student needs. At no time will MWA become

complacent with the examination of assessment findings. The goal is to foster continuous improvement to achieve the highest quality educational program that is possible. In this way, staff is continuously challenged to rethink current pedagogical practices to meet the changing needs of our current student populations.

MWA analyzes trends, significant changes, apparent conflicts and anomalies to track individual student growth over time; evaluate specific, aggregated and disaggregated groups of students; and measure performance on the state tests, state and federal accountability systems (when developed) and school-based growth data and authentic assessments to assess the whole school from year to year. Our data analysis includes attendance rates and comparative data as appropriate. MWA also annually surveys major stakeholder groups (e.g., parents/guardians, students and teachers) about our effectiveness and opportunities for improvement.

Reporting Student Achievement Data

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

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

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

ELEMENT D: GOVERNANCE STRUCTURE

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

A. Nonprofit Status

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

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

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

B. Board of Directors

MWA is governed by the nonprofit Board of Directors (or “Board”) of Making Waves Academy (“MWA”), in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter.

The Making Waves Foundation, Inc. (“MWF”), a California nonprofit public benefit corporation, serves as the sole statutory member (“Sole Statutory Member”) of the MWA nonprofit public benefit corporation.² In this capacity, the MWF Board of Directors shall have the ability to approve the nomination, appointment, and removal of the MWA Board of Directors. Additionally, as further detailed in the attached bylaws, MWA would be restricted from taking actions such as borrowing or lending money, making unbudgeted expenditures, disposing of corporate assets, merging or dissolving without the approval of MWF.

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

C. Governance Structure of Making Waves Academy

The Middle and Upper School Directors, faculty, and staff carry out the day-to-day operations of the school. The Chief Executive Officer (“CEO”) enjoys lead responsibility for administering the school under policies adopted by the MWA Board of Directors. The MWA Board of Directors sets policy, approves the budget, and assures that each school maintains high academic standards in accordance with its bylaws and the terms of this charter.

² As the term “member” is defined in the California Corporations Code section 5056.

Composition of the MWA Board of Directors

The number of directors on the MWA Board shall be no less than five (5) and no more than fifteen (15), unless changed by amendments to the MWA bylaws. A Board seat shall be reserved at all times for a Parent/Guardian Representative. All directors shall have full voting rights, including any representative appointed by the County Board as consistent with Education Code Section 47604(b). If the County Board appoints a representative to serve on the Board of Directors, the Statutory Member may appoint an additional director to ensure an odd number of Board members. While the County Board is entitled to appoint a representative to the Board of Directors pursuant to Section 47604(b), currently the charter authorizer has chosen not to exercise this authority. All directors, except for the representative of the County Board, shall be designated by the Statutory Member.

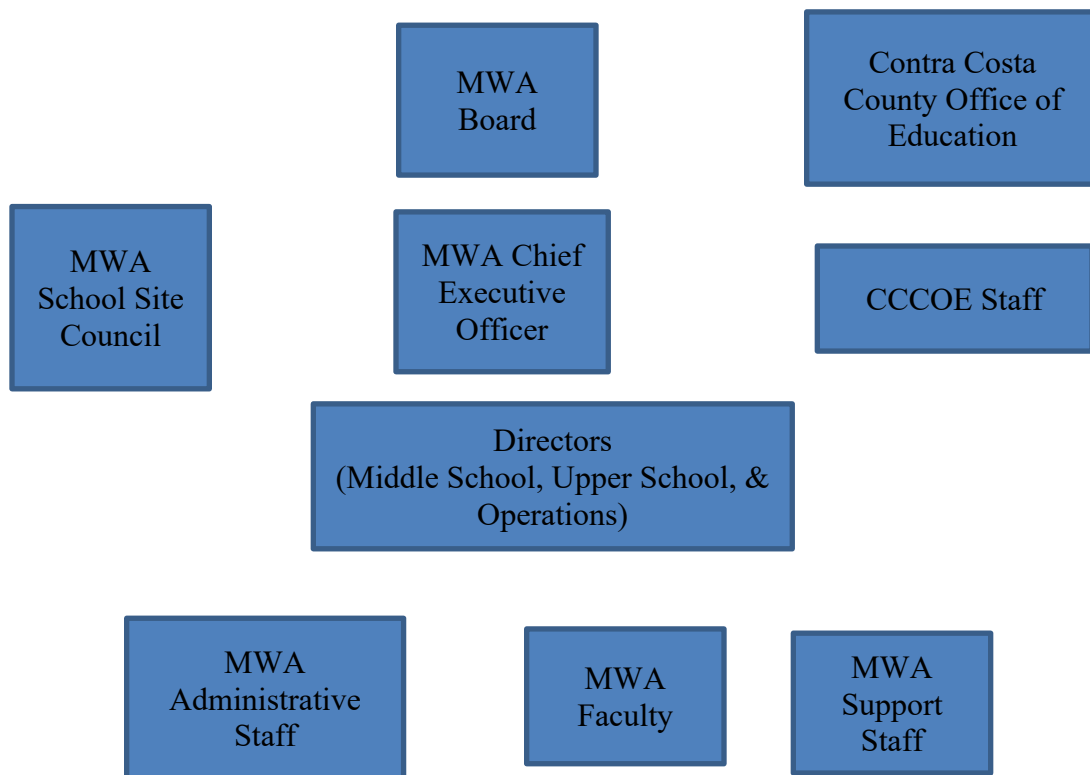
In accordance with the bylaws, no interested persons may serve on the MWA Board of Directors.

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

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

Structure of the Board

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



Board Training and Sustainability

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

Parent Engagement and Volunteering

Once a child is admitted to the school, parents are expected to attend monthly parent meetings. At these meetings, parents receive updates about the school, the school program, and opportunities to attend parent education workshops on the college admissions process and social emotional development topics related to youth, among others. Parents are also ~~encouraged~~encouraged to volunteer and participate in the school community. MWA employs a Parent Volunteer Coordinator, an MWA parent, to help support parent engagement activities. Parents also play important roles on both the School Site Council (SSC) and MWA Board. The SSC is chaired by a parent and we have a parent representative on the MWA Board. Parents are informed about big issues and allowed to provide some input.

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

ELEMENT E: EMPLOYEE QUALIFICATIONS

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

A. Qualifications of School Employees

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

Chief Executive Officer

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

Division Directors

The Division Directors (for ~~both~~ the Lower, Middle and Upper School divisions) empower the school community, faculty, staff, students, and parents. The Division Directors support and affirm the best efforts of each community member.

The following provide further job descriptions of the CEO and Director positions:

DESCRIPTION	CEO	DIRECTOR– MIDDLE SCHOOL	DIRECTOR – UPPER SCHOOL
Major Responsibilities	Responsible for instructional, financial, legal and administrative management for MWA.	Responsible for the design, delivery and evaluation of the MWA instructional program.	Responsible for the design, delivery and evaluation of the MWA instructional program.

Charter of Making Waves Academy

Renewal: 2017-2022

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

Charter of Making Waves Academy

Renewal: 2017-2022

	<p>met. Design and maintain a process whereby organizational history, task definitions and student development are ensured for the Board of Directors. Provide training for new Board members. Provide guidance to Board and subcommittees to realize MWA objectives. Assist the Board in the development or organization and unit long-term strategic plans, benchmarking and monitoring progress. Implement a clear management program, using the concepts of business re-engineering and streamlining (e.g., balance scorecard, Baldrige Criteria, etc.). Oversee facilities operations and maintenance, insurance, personnel management, risk management, audits, safety, Cal OSHA/ADA policies, food service, and transportation.</p>		
Report To	Board of Directors	CEO	CEO
Supervises	Division Directors	Faculty and Staff	Faculty and Staff
Qualifications	<p>Master’s degree 15 years’ experience, extensive and progressively more responsible experience in higher education or in nonprofit organization is preferred. Knowledge of administration, organizational management, strategic planning, budgeting, financial administration and personnel management within a nonprofit organization is essential. Experience in student development is mandatory. Ability to provide a comprehensive strategic</p>	<p>Master’s degree in education CA teaching credential 5 years’ urban school education experience. Classroom and administrative experience and educational experience in an urban school setting. A commitment to multiculturalism with staff and faculty, students and parents; genuine engagement with students; and accessibility to all members of the school community. Ability to assist with the design and implementation of the program and curriculum. A</p>	<p>Master’s degree in education CA teaching credential 5 years’ urban school education experience. Classroom and administrative experience and educational experience in an urban school setting. A commitment to multiculturalism with staff and faculty, students and parents; genuine engagement with students; and accessibility to all members of the school community. Ability to assist with the design and implementation of the program and curriculum. A</p>

	<p>vision for MWA. Ability to effectively communicate, both orally and in writing, to a wide range of constituencies. Experience in leadership, group dynamics, organizational psychology, business administration, public relations, budget and personnel management are required. Evidence of active professional involvement in other education-based organizations is desirable.</p>	<p>commitment to diversity and achievement for all students.</p>	<p>commitment to diversity and achievement for all students.</p>
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Teachers

Teachers will meet the requirements for employment as stipulated by the California Education Code Section 47605(1). Primary teachers of core, college preparatory subjects (*i.e.*, English language arts, math, science, history/social science) shall hold a Commission on Teacher Credentialing certificate, permit, or other document equivalent to what a teacher in a non-charter public school would be required to hold. These teachers are responsible for overseeing the students’ academic progress and for monitoring grading and matriculation decisions as specified in the school’s operation policies.

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

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

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

student success;

- Love of students, enthusiasm for teaching, the belief that each student can and will succeed and the willingness to do what it takes to make that happen;
- Desire and ability to engage in continuing education, staff development and skill upgrading; and
- Positive references from most recent employment and/or college or graduate school.

As specified in Education Code Section 47605(1), MWA has flexibility regarding the qualifications needed for teachers in non-core subject areas. Making Waves Academy may employ or retain non-certificated instructional support staff in any case where a prospective staff member has an appropriate mix of subject matter expertise, professional experience and the capacity to work successfully in an instructional capacity. Instructional support staff does not assign grades or approve student work assignments without the approval of a teacher unless they are instructing non-core or non-college preparatory courses and activities.

Support Staff

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

B. General Requirements, Hiring and Performance Review

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

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

be reviewed by third-party peers to ensure that we have met all requirements for the position. The Chief Executive Officer has final approval of all job descriptions.

C. Hiring Plan

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

ELEMENT F: HEALTH AND SAFETY

Governing Law: The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F).

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

Following is a summary of the health and safety policies of MWA:

- A requirement that all enrolling students and staff provide records documenting immunizations to the extent required by law, including mandatory tuberculosis risk assessments and examinations (if necessary) for staff and volunteers expected to have prolonged contact with students, and pertussis (whooping cough) vaccine boosters for all rising 7th grade students;
- Policies and procedures for school-wide training to respond to natural disasters and emergencies, including fires and earthquakes (Disaster Plan). This Disaster Plan will be appropriate to the school site;
- Policies relating to preventing contact with blood-borne pathogens;
- A policy requiring that instructional and administrative staff receive training in emergency response, including appropriate "first responder" training or its equivalent;
- Policies relating to the administration of prescription drugs and other medicines;
- Policies requiring that every female student in grade 7 and every male student in grade 8 shall be screened for scoliosis. The screening shall be in accordance with standards established by the State Department of Education. Policies detailing how MWA will test each student's vision and hearing upon first enrollment in the school and at least every third year thereafter until the student has completed the 8th grade will be adopted by MWA's Board of Directors;
- A policy that the school will be housed in facilities that comply with Education Code Section 47610, that have received State Fire Marshal approval, and that have been evaluated by a qualified structural engineer who has determined the facilities present no substantial seismic safety hazard;
- Policies and procedures for the immediate reporting of suspected child abuse, acts of violence or other improprieties and the role and obligation of staff in the reporting of child abuse pursuant to CA Penal Code Section 11164. MWA shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691;
- A policy establishing that the school functions as a drug-, alcohol-and tobacco-free workplace;
- A requirement that each employee of the school submits to a criminal background checks and furnishes a criminal record summary as required by Education Code Sections 44237 and 45125.1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee;
- An anti-discrimination and harassment policy to prevent and remediate concerns about discrimination or harassment at MWA.

Health and Safety issues will be dealt with in accordance with MWA Board Policies. These policies will be incorporated as appropriate into the student and staff handbook and reviewed on a regular basis.

ELEMENT G: RACIAL AND ETHNIC BALANCE

Governing Law: The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted. Education Code Section 47605(b)(5)(G).

MWA has implemented a student recruitment strategy that includes, but is not necessarily limited to, the following elements or strategies to ensure a racial and ethnic balance that is reflective of the territorial jurisdiction residing within WCCUSD:

- An enrollment process that is scheduled and adopted to include a timeline that allows for a broad-based recruiting and application process;
- The development of promotional and informal material that appeals to all major racial and ethnic groups represented in the district, including materials in languages other than English to appeal to limited English proficient populations;
- Targeted meetings in multiple communities to reach prospective students and parents/guardians;
- The distribution of promotional and informational materials to a broad variety of community groups and agencies that serve the various racial, ethnic and interest groups represented in the district;
- Focused recruitment of groups that may be underrepresented among MWA's student population, using brochures, public meetings and door-to-door outreach;
- A random selection process that will be used each school year and a ranked waiting list that will be created to fill openings as they occur.

Because we seek a targeted student population whose families may not be reachable by traditional means, MWA plans to utilize direct outreach strategies such as direct mailing and community and home meetings targeted in specific communities in the Richmond area. MWA also may use bus stop signage and church and community group bulletin boards in an effort to tailor outreach efforts to a diversity of students/families.

ELEMENT H: STUDENT ADMISSION REQUIREMENTS

Governing Law: Admission requirements, if applicable. Education Code Section 47605(b)(5)(H).

Making Waves Academy actively recruits a diverse student population. Students and families who understand and value the school's mission and are committed to the school's instructional and educational philosophy will be encouraged to apply. Admission to MWA shall be open to any resident of California. Pupils will be considered for admission without regard to race, ethnicity, national origin, gender, gender expression, gender identity, disability, or upon any of the characteristics listed in Education Code Section 220. The school strives through recruiting efforts to achieve a racial and ethnic balance of students that reflects the general population within the territorial jurisdiction of the WCCUSD.

A. Admission Requirements

MWA shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into MWA. MWA shall comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state.

Making Waves Academy uses an application form that gathers basic contact information. Included with the application form will be an information sheet detailing the educational philosophy, discipline policy and parent/guardian participation plan of the Making Waves Academy. Parents/guardians must sign the application form and will be encouraged to sign the information sheet signifying that they agree to sign a parent/guardian contract to abide by those policies should their child be admitted to the school.

B. Public Random Lottery

Applications are accepted during a publicly advertised open enrollment period each year for enrollment in the following school year. Admission criteria are developed on a non-discriminatory basis. The school is open to all students currently in the fourth grade who are scheduled to enter the 5th grade in the Fall. No student is required to attend this school. No tuition is charged by this school. MWA is non-sectarian in our programs, admission policies, employment practices and all other procedures. Admission priorities are given in the following order:

1. Continuing enrolled MWA students
2. Siblings of current MWA students
3. Children of MWA employees³
4. Students eligible for Free and Reduced Price Meals ("FRPM") who reside within WCCUSD attendance boundaries
5. All other students eligible for FRPM who reside within Contra Costa County
6. All other residents of WCCUSD
7. All other eligible applicants

³ "MWA employees" refers to full-time faculty and staff who, by December of their 2nd year, will have been a full-time employee at MWA for at least 12 months. Children of full-time MWA faculty and staff will be moved to the front of the list for grade levels 4⁵th-9th grades.

At the conclusion of the lottery, all students who were not granted admission due to capacity shall be given the option to put their name on a wait list according to their draw in the lottery. This wait list will allow students the option of enrollment in the case of an opening during the current school year.

After the lottery, families receive their official enrollment forms and are informed of the enrollment process detailed below. If the number of applications does not exceed the number of spaces in the school there will be no lottery, and all students who submitted complete applications and completed the admissions process described above will be enrolled.

Currently enrolled students will not participate in the lottery as they are automatically reserved a space for the following year.

The Enrollment Process

Each spring, after the lottery for selection, the school holds orientation meetings for parents/guardians. Parents/guardians who cannot make this meeting must make a personal appointment with the MWA's Division Director or designee to address the information covered in the meeting. At the orientation meeting, staff and parents/guardians review school policies and are asked to sign the family-school contract and official enrollment papers. The contract is an agreement to abide by the academic and behavioral rules of the school. Parents/guardians are asked to sign the contract stating that they understand the academic and behavior policies of Making Waves Academy and will support those policies at home and will work to ensure that their children abide by the rules of the school.

The enrollment packet also includes information such as an immunization record and a list of emergency contacts.

No Admission Testing

MWA has no admissions testing. Once a prospective student's family has decided to enroll after the lottery and first family meeting, Making Waves Academy gives a series of grade-level knowledge-based examinations, which allows the faculty to assess the student's readiness for the grade of entrance. These instruments aid in the development of individualized learning plans for our students. Children who are working below grade-level or simply need a little extra help will be asked to attend summer and after school programs designed to address any deficiencies.

ELEMENT I: INDEPENDENT FINANCIAL AUDITS

Governing Law: The manner in which an annual, independent, financial audit shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority. Education Code Section 47605(b)(5)(I).

An annual independent financial audit of the books and records of MWA shall be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m).

The MWA Board of Directors has an audit/finance committee to oversee selection of an independent auditor and the completion of an annual audit of the school's financial affairs. The auditor shall be experienced with conducting audits of educational entities and education finance, including charter schools. The members of the audit committee do not have a direct, personal financial stake in matters audited. The scope of the audit shall review and verify the accuracy of the school's financial statements, average daily attendance and enrollment accounting practices, and reviews the school's internal controls. Audits will be conducted in accordance with generally accepted accounting principles applicable to the school including provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide. To the extent required under applicable federal law, the scope of the audit shall include items and processes specified in any applicable Office of Management and Budget Circulars.

The annual audit shall be completed and forwarded to the Superintendent of the CCCOE, the State Controller and the California Department of Education by the 15th of December of each year. The school's audit committee shall review any audit exceptions or deficiencies and report to the MWA Board of Directors with recommendations on how to resolve them. The Board will report to the CCCOE regarding how the exceptions and deficiencies have been or will be resolved to the satisfaction of the CCCOE, along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

Any disputes regarding the resolution of audit exceptions and deficiencies shall be referred to the dispute resolution process contained in the dispute resolution process as outlined in this Charter. Audit exceptions shall be addressed within thirty (30) days of their receipt.

The independent financial audit of MWA is a public record to be provided to the public upon request.

ELEMENT J: STUDENT SUSPENSION AND EXPULSION PROCEDURES

Governing Law: The procedures by which pupils can be suspended or expelled. Education Code Section 47605(b)(5)(J).

A. General Principles

MWA is committed to educating students in an environment of safety, discipline and high achievement for all students. As a result, MWA makes significant efforts to help students understand the rules of comportment at MWA: the self-discipline necessary for success in school and the community, and the way to interact with other students, staff and community members in a respectful and positive manner.

MWA develops and maintain a comprehensive set of student discipline policies. These policies are printed and distributed as part of the school's student handbook. This handbook is available in English and Spanish and clearly describes the school's expectations regarding attendance, mutual respect, work habits, safety, fighting, violence and substance use, as well as MWA's policies regarding the grounds for suspension or expulsion. Each student and his or her parent or guardian is required to verify that they have reviewed and understand the policies prior to enrollment. MWA's Board, staff and school community reviews our comportment policy each year.

MWA has increased its use of restorative justice practices to replace suspensions. The aim is to help students identify and understand some of the motivations behind their choices. Restorative circles and conferences are aimed at addressing communication issues, personal injuries, and social emotional development. MWA mixes a combination of traditional ~~disciplined~~discipline practices and increasing restorative justice practices.

B. Suspension and Expulsion Policy and Procedures

This Pupil Suspension and Expulsion Policy has been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the noncharter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal

punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are available on request at the Division Director's office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

A. Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or

intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) ~~Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.~~
- k) Knowingly received stolen school property or private property.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal

degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.

- q) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family’s safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

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- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.

 - 2) "Electronic Act" means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or

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- other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
- (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a).
- w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Division Director or designee’s concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Division Director or designee’s concurrence.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person

- another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k) Knowingly received stolen school property or private property.
 - l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
 - m) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
 - n) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
 - o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
 - q) Made terroristic threats against school officials and/or school property. For purposes of this section, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will

result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of school property, or the personal property of the person threatened or his or her immediate family.

- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Intentionally harassed, threatened or intimidated a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading student rights by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.

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- iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) “Electronic Act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a).
 - w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Division Director or designee's concurrence.
4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the pupil:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Division Director or designee's concurrence.

If it is determined by the Administrative Panel and/or Board of Directors that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term "firearm" means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Division Director or the Division Director's designee with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Division Director or designee.

The conference may be omitted if the Division Director or designee determines that an

emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student’s right to return to school for the purpose of a conference.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense. This conference shall be held within two (2) school days, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice may also state the date and time when the student may return to school. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Division Director or Division Director’s designee, the pupil and the pupil’s guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil’s parents, unless the pupil and the pupil’s parents fail to attend the conference.

This determination will be made by the Division Director or designee upon either of the following: 1) the pupil’s presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil’s suspension will be extended pending the results of an expulsion hearing.

D. Authority to Expel

A student may be expelled either by the Charter School Board of Directors following a hearing before it or by the Charter School Board of Directors upon the recommendation of an Administrative Panel, to be assigned by the Board of Directors as needed. The Administrative Panel should consist of at least three members who are certificated and neither a teacher of the

pupil or a member of the Charter School Board of Directors. The Administrative Panel may recommend expulsion of any student found to have committed an expellable offense.

E. Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. Unless postponed for good cause, the hearing shall be held within thirty (30) school days after the Division Director or designee determines that the pupil has committed an expellable offense.

In the event an Administrative Panel hears the case, it will make a recommendation to the Board for a final decision whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

The Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations that shall be examined only by the Charter School or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

- 3) The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

- 4) The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- 5) At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- 6) The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- 7) The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- 8) Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- 9) If one or both of the support persons is also a witness, the Charter School must present evidence that the witness' presence is both desired by the witness and will be helpful to the Charter School. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising his or her discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- 10) The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- 11) Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the pupil being expelled, the complaining witness shall have the right to have his/her testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- 12) Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such

a determination regarding extraordinary circumstance can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Administrative Panel to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion. The final decision by the Board of Directors shall be made within ten (10) school days following the conclusion of the hearing. The decision of the Board of Directors is final.

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

I. Written Notice to Expel

The Division Director or designee, following a decision of the Board of Directors to expel, shall send written notice of the decision to expel, including the Board of Directors' adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; and (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.

The Division Director or designee shall send a copy of the written notice of the decision to expel to the authorizer. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

J. Disciplinary Records

The Charter School shall maintain records of all student suspensions and expulsions at the Charter School. Such records shall be made available to the authorizer upon request.

K. No Right to Appeal

The pupil shall have no right of appeal from expulsion from the Charter School as the Charter School Board of Directors' decision to expel shall be final.

L. Expelled Pupils/Alternative Education

Parents/guardians of pupils who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

M. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the Board of Directors at the time of the expulsion order, which may include, but is not limited to, periodic review as well as assessment at the time of review for readmission. The rehabilitation plan should include a date not later than one year from the date of expulsion when the pupil may reapply to the Charter School for readmission.

N. Readmission

The decision to readmit a pupil or to admit a previously expelled pupil from another school district or charter school shall be in the sole discretion of the Board of Directors following a meeting with the Division Director or designee and the pupil and parent/guardian or representative to determine whether the pupil has successfully completed the rehabilitation plan and to determine whether the pupil poses a threat to others or will be disruptive to the school environment. The Division Director or designee shall make a recommendation to the Board of Directors following the meeting regarding his or her determination. The Board shall then make a final decision regarding readmission during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The pupil's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission.

O. Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

1. *Notification of District (or SELPA, if applicable)*

The Charter School shall immediately notify the District/SELPA and coordinate the procedures in this policy with the District/SELPA of the discipline of any student with a disability or student that the Charter School or the District/SELPA would be deemed to have knowledge that the student had a disability.

2. ***Services During Suspension***

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

3. ***Procedural Safeguards/Manifestation Determination***

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral ~~assessment~~ assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities

in the same manner and for the same duration as the procedures would be applied to students without disabilities.

4. *Due Process Appeals*

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, whichever occurs first, unless the parent and the Charter School agree otherwise.

5. *Special Circumstances*

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Division Director or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. *Interim Alternative Educational Setting*

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEIA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEIA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; ~~however~~however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

ELEMENT K: EMPLOYEE RETIREMENT SYSTEMS

Governing Law: The manner by which staff members of the charter school will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System or federal social security. Education Code Section 47605(b)(5)(K).

MWA certificated staff participate in the State Teacher Retirement System (STRS), and classified/non-certificated staff participate in the federal social security system. The MWA Board reserves the right to offer additional or supplemental ~~retirement~~retirement programs if the Board determines it is in the best interest of the staff and the school as a whole. In accordance with Education Code Section 47611.3, the CCCOE shall create any reports required by STRS. At CCCOE's request, the MWA shall pay the CCCOE a reasonable fee for the provision of such services.

MWA uses a salary schedule to help guide salary offers as well as a competitive and generous benefits package for health and retirement. The salary levels are consistent and competitive with the surrounding school districts.

The Chief Executive Officer, with approval from the MWA Board, has the authority to determine the salary and benefit levels, working conditions and work-year characteristics (e.g., length of year and day, vacation policies, etc.) for all employees. This approach will better enable MWA to attract and retain high caliber employees necessary for MWA's success.

ELEMENT L: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

Governing Law: The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools. Education Code Section 47605(b)(5)(L).

No student may be required to attend MWA. Students who reside within the District who choose not to attend MWA may attend school within the District according to District policy or at another school district or school within the District through the District's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in MWA will be informed on admissions forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in MWA, except to the extent that such a right is extended by the local education agency.

ELEMENT M: RETURN RIGHTS OF EMPLOYEES

Governing Law: The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school and of any rights of return to the school district after employment at a charter school. Education Code Section 47605(b)(5)(M).

MWA employees are not subject to District or CCCOE transfers without written consent of that employee. No employee of a public school district or county office of education may be required to work at MWA. Employees of the District or CCCOE who choose to leave the employment of the District or CCCOE to work at MWA will have no automatic rights of return to the District or CCCOE after employment by MWA unless specifically granted by the District or CCCOE through a leave of absence or other agreement. MWA employees shall have any right upon leaving the District or CCCOE to work in MWA that the District or CCCOE may specify, any rights of return to employment in a school district after employment in MWA that the District or CCCOE may specify, and any other rights upon leaving employment to work in MWA that the District or CCCOE determines to be reasonable and not in conflict with any law.

MWA adopted comprehensive personnel policies and procedures, approved by the MWA Board of Directors that is provided to each employee upon hire. These policies set forth personnel obligations, rights, responsibilities, complaint procedures, discipline procedures and other pertinent policies essential to preserving a safe and harmonious work environment. The Chief Executive Officer is responsible for resolving complaints and grievances and administering any personnel discipline, in accordance with these policies.

Employment by MWA provides no rights of employment at any other entity, including any rights in the case of closure of MWA.

ELEMENT N: DISPUTE RESOLUTION PROCEDURES

Governing Law: The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter. Education Code Section 47605(b)(5)(N).

Intent

The intent of this dispute resolution process is to (1) resolve disputes within the school pursuant to the school's policies, (2) minimize the oversight burden on CCCOE, (3) ensure a fair and timely resolution of disputes, and (4) frame a charter oversight and renewal process and timeline so as to avoid disputes regarding oversight and renewal matters.

Public Comments

The staff and Board of Directors of MWA and the CCCOE agree to attempt to resolve all disputes regarding this Charter pursuant to the terms of this section.

Disputes Arising from Within the School

Disputes arising from within the school, including all disputes among and between MWA students, staff, parents/guardians, volunteers, advisors, and partner organizations and Board of Directors of the school, shall be resolved by MWA and the Board of Directors pursuant to policies and procedures developed by the MWA Board of Directors.

The CCCOE shall not intervene in any such internal disputes without the consent of the MWA Board of Directors and shall refer any complaints or reports regarding such disputes to the president of the Board of Directors and/or the MWA Chief Executive Officer for resolution pursuant to MWA's policies. The CCCOE agrees not to intervene or become involved in the dispute unless the dispute has given the CCCOE reasonable cause to believe that a violation of this charter or related laws or agreements has occurred, or unless the MWA Board of Directors has requested the CCCOE to intervene in the dispute.

Disputes Between the Charter School and the CCCOE

In the event that MWA and the CCCOE have disputes regarding the terms of this charter or any other issue regarding MWA, both parties agree to follow the process outlined below.

In the event of a dispute between MWA and the CCCOE, the staff and Board of Directors of MWA and CCCOE agree to first frame the issue in written format ("dispute statement") and refer the issue to the CCCOE Superintendent and the MWA Chief Executive Officer, or their respective designees. In the event that the County Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, MWA requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the CCCOE to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to County Board of Education's ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The MWA Chief Executive Officer and the CCCOE Superintendent, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute. In the event

that this informal meeting fails to resolve the dispute, both parties shall identify two board members from their respective boards who shall jointly meet with the CCCOE Superintendent and the MWA Chief Executive Officer, or their respective designees, and attempt to resolve the dispute. If this joint meeting fails to resolve the dispute, the CCCOE Superintendent and the MWA Chief Executive Officer, or their respective designees, shall meet to jointly identify a neutral, third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The costs of the mediator shall be split equally between MWA and CCCOE. The format of the mediation session shall be developed jointly. The CCCOE and MWA shall incorporate informal rules of evidence and procedure unless both parties agree otherwise. The findings or recommendations of the mediator shall be non-binding, unless the boards MWA and the CCCOE jointly agree to bind themselves. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the CCCOE and MWA.

Oversight, Reporting, Revocation, and Renewal

Pursuant to Education Code Section 47607(a)(1), the CCCOE may inspect or observe any part of the charter school at any time. MWA agrees to respond promptly to all reasonable inquiries, including inquiries regarding its financial records.

ELEMENT O: PROCEDURES FOR CLOSING

Governing Law: The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records. Education Code Section 47605(b)(5)(O).

1. Closure Action and Notifications

Closure of MWA will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons responsible for closure-related activities.

MWA shall promptly notify parents and students of MWA, the Contra Costa County Office of Education, MWA's SELPA, the retirement systems in which MWA's employees participate (e.g., Public Employees' Retirement System, State Teachers' Retirement System, and federal social security), and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

MWA shall ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close MWA.

MWA will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities.

2. Student and School Records Retention and Transfer

As applicable, MWA shall provide parents, students and CCCOE with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. MWA will ask CCOE to store original records of Charter School students. All MWA student records shall be transferred to CCCOE upon closure. If CCCOE will not or cannot store the records, MWA shall work with CCCOE to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

3. Financial Close-Out

In the event of a final closure of the school, MWA shall commission an independent audit of MWA finances to be completed within six (6) months after the closure of the school. This may coincide with the regular required annual audit of the school. The purpose of the audit is to determine the

net assets or net liabilities of the charter school. The assessment would include an accounting of all charter school assets, including cash and accounts receivable, and an inventory of property, equipment, and supplies. It would also include an accounting of the school's liabilities including any accounts receivable, which may include reduction in apportionments as a result of audit findings or other investigations, loans and unpaid staff compensation. The audit would also assess the disposition of any restricted funds received by or due to the charter school. The cost of the audit would be considered a liability of the charter school. In addition to a final audit, the charter school would also submit any required year-end financial reports to the California Department of Education and the authorizing entity in the form and time-frame required. These reports would be submitted as soon as possible after the closure action, but no later than the required deadline for reporting for the fiscal year.

4. Dissolution of Assets

Upon completion of the closeout audit, MWA shall make payment of all remaining liabilities, if any. Any unrestricted assets of MWA shall be liquidated to pay off any outstanding liabilities. In the event that MWA is unable to make payment of all liabilities Making Waves Education Program shall pay said remaining liabilities in full.

Any remaining restricted assets, such as grant funds and restricted categorical funds, shall be returned to their source. On closure of MWA, all assets of MWA, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending MWA, remain the sole property of the nonprofit public benefit corporation and, upon the dissolution of the nonprofit public benefit corporation, shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from the District or CCCOE or District or CCCOE property will be promptly returned upon MWA's closure to the District or CCCOE, as appropriate. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, MWA shall remain solely responsible for all liabilities arising from the operation of MWA.

As MWA is operated as a non-profit public benefit corporation, should the corporation dissolve with the closure of MWA, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the MWA budget, MWA shall utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

MISCELLANEOUS CHARTER PROVISIONS

A. Budgets

Governing Law: The petitioner or petitioners shall also be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. Education Code Section 47605(g).

Financial Plan

A financial plan for the school is attached, including MWA's budget and cash flow for the next three years of operation. Some of the most basic assumptions include:

- 168 students added each year through the lottery
- A 95% ADA rate
- Receiving SB 740 rent reimbursement program revenues
- Through LCFF, MWA should receive a high level of revenue based on having a high percentage of students eligible for free/reduced priced meals (70%-80%) and a high percentage of English Language Learners

John Scully, one of the founders of the Making Waves Education Program, provides funds as needed on a cash flow basis to cover the difference between other cash receipts and cash disbursement requirements. A letter dated November 1, 2016 from John Scully, is included in the Appendix G.

B. Financial Reporting

Budget and Financial Reporting Schedule

MWA annually prepares and submits to CCCOE:

- On or before July 1st, a preliminary budget for the current fiscal year;
- On or before July 1st, an annual update (LCAP) required pursuant to Education Code Section 47606.5;
- On or before December 15th, an interim financial report which reflects changes to the final budget through October 31st. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, California Department of Education and County Superintendent of Schools;
- On or before March 15th, a second interim financial report which reflects changes to the final budget through January 31st;
- On or before September 15th, a final unaudited financial report for the prior full fiscal year.

Local Control Accountability Plan/WASC Plan

Through the implementation of the Western Association of Schools & Colleges (WASC) plan and Local Control Accountability Plan (LCAP), MWA engages in authentic stakeholder reviews and input on everything from budget to facilities and curriculum. MWA utilizes its School Site Council (SSC) as a critical stakeholder review group that reviews, informs, and recommends expenditures as part of the budget development and approval process. The MWA Board of Directors approves budgets upon ~~recommendaitons~~ recommendations from the Finance Committee for Making Waves

and the MWA SSC. The mid-year LCAP review, curriculum review, and WASC review act as internally driven “programmatic audits” assessing progress against designated goals.

Other Financial Reports

- MWA implements an attendance recording and accounting system which complies with state law.
- MWA is a directly funded charter school. MWA deposits its funds in a non-speculative and federally insured bank account for use by the school.
- MWA provides the following reports that are required by law: California Basic Educational Data System (CBEDS), actual Average Daily Attendance reports, the School Accountability Report Card (SARC), and the Local Control Accountability Plan (LCAP).

MWA agrees to and submits to the right of the CCCOE to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, MWA shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from CCCOE. MWA shall comply with Education Code Section 476304.4 related to the County Superintendent’s authority to monitor and investigate charter schools.

C. Insurance

CCCOE shall not be required to provide coverage to MWA under any of the CCCOE’s self-insured programs or commercial insurance policies. MWA shall secure and maintain, as a minimum, insurance as set forth below to protect MWA from claims which may arise from its operations. The following insurance policies are required:

- Workers’ Compensation Insurance in accordance with provisions of the California Labor Code, adequate to protect MWA from claims under Workers’ Compensation Acts, which may arise from its operations;
- General Liability, Comprehensive Bodily Injury and Property Damage Liability for combined single limit coverage of not less than \$2,000,000 for each occurrence. The policy shall be endorsed to name CCCOE as an additional insured.

Insurance Certificates

MWA keeps on file certificates signed by an authorized representative of the insurance carrier. Certificates shall be endorsed as follows: The insurance afforded by this policy shall not be suspended, cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CCCOE. Facsimile or reproduced signatures are not acceptable. The CCCOE reserves the right to require complete certified copies of the required insurance policies.

Optional Insurance

Should MWA deem it prudent and/or desirable to have insurance coverage for damage or theft to school, employee or student property, for student accidents, or any other type of insurance coverage not listed above, such insurance shall not be provided by the CCCOE and its purchase shall be the responsibility of the charter school.

Indemnification

With respect to its operations under this Charter, MWA shall, to the fullest extent permitted by law, hold harmless, indemnify and defend the CCCOE, its officers, directors and employees from and against any and all claims, demands, actions, suits, losses, liability expenses and costs including, without limitation, attorneys' fees and costs arising out of injury to any persons, including death or damage to any property caused by, connected with or attributable to the willful misconduct, negligent acts, errors or omissions of MWA or its officers, employees, agents and consultants, excepting only those claims, demands, actions, suits, losses, liability expenses and costs caused by the negligence or willful misconduct of the CCCOE, its officers, directors and employees. The CCCOE shall be named as an additional insured under all insurance carried on behalf of MWA as outlined above.

D. Administrative Services

Governing Law: The manner in which administrative services of the school are to be provided. Education Code Section 47605(g).

Under the approval of our Chief Executive Officer and under the direction of our Chief Financial Officer, the business office includes the following members who provide administrative support: a full time Controller and one full time Accounts Payable/Payroll Clerk. In addition, MWA consults -with EdTec, Inc., a charter school consulting firm.

MWA uses a SACS-compliant chart of accounts using accounting software package adapted for school use. The current Controller has been ~~enan~~ employee of the organization for the entire ten years that MWA has been in operation and is well-versed in proper financial controls systems and financial reporting to the charter authorizer (CCCOE) and the California Department of Education. MWA has utilized an outside payroll vendor (Paychex) in the past. During the 2016-17 school year, Making Waves launched a comprehensive payroll and HRIS platform system called Kronos. This system is compatible with our bank and other vendors to arrange for proper tax withholdings and payroll deductions. MWA has successfully and consistently coordinated with the CCCOE to report pertinent STRS payroll data. The CCCOE may request a reasonable fee for coordinating this transfer of data. The school offers a comprehensive health and benefits plan from local vendors (e.g., Kaiser and Blue Cross) with a variety of options for MWA employees to choose from (e.g. HMP and PPO as well as flexible spending benefit accounts).

E. Facilities

Governing Law: The facilities to be utilized by the school. The description of the facilities to be used by the charter school shall specify where the school intends to locate. Education Code Section 47605(g).

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

F. Transportation

MWA provides transportation for students based on availability and capacity of the bus service we contract for with a local transportation company. Students with hardships are able to secure either a seat on the contracted school bus or a public bus pass is purchased for them to use public transportation. MWA anticipates occasionally arranging for public, rented or parental transportation for field trip-type excursions and learning opportunities.

G. Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the school and upon the District. Education Code Section 47605(g).

MWA is operated as a California non-profit public benefit corporation. This corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code and California Revenue and Taxation Code Section 23701(d).

Pursuant to Education Code Section 47604(c), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities required by law. MWA shall work diligently to assist CCCOE in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other CCCOE-requested protocol to ensure CCCOE shall not be liable for the operation of MWA.

Further, MWA and CCCOE may enter into a memorandum of understanding, wherein the Charter School shall indemnify CCCOE for the actions of MWA under this charter.

The corporate bylaws of MWA shall provide for indemnification of MWA's Board, officers, agents, and employees, and MWA will maintain general liability insurance, Board Members and Officers insurance, and fidelity bonding to secure against financial risks.

As stated above, insurance amounts shall be determined by recommendation of CCCOE and MWA's insurance company for schools of similar size, location, and student population. CCCOE shall be named an additional insured on the general liability insurance of MWA.

The MWA Board shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

H. Other

Term

The term of this Renewal Charter shall be July 1, 2017 through June 30, 2022.

Revisions

Material revisions of the provisions contained in this Charter may be made in writing with the mutual consent of the CCCOE and the MWA Board of Directors. Material revisions and amendments shall be made pursuant to the standards, criteria and timelines in Education Code Section 47605; provided, however, that MWA shall not be required to obtain petition signatures prior to making material amendments to the charter petition.

Severability

The terms of this Charter are severable. In the event that any of the provisions are determined to be unenforceable or invalid for any reason, the remainder of the charter shall remain in effect, unless mutually agreed otherwise by the respective boards of MWA and CCCOE. The CCCOE and MWA agree to meet to discuss and resolve any issues or differences relating to invalidated provisions in a timely, good faith fashion.

Communication

All official communication between MWA and the CCCOE will be sent via first class mail or other appropriate means to the Charter School Chief Executive Officer and the Superintendent of the CCCOE.

APPENDICES

- A. Historical Student Enrollment and Student Achievement Data
- B. CAASPP Data
- C. Core Day Courses, Schedules, and Calendar
- D. LCAP Goals for 2016-18
- E. Summary of LCAP Goals
- F. MWA Articles of Incorporation, Bylaws, and Conflict of Interest Code
- G. Letter of Support
- H. 3-Year Budget



Date: December 12, 2019

RESOLUTION
Making Waves Academy
Board of Directors
Resolution Number: 2019-12-12

We, the Board of Directors of Making Waves Academy, a California nonprofit public benefit corporation, hereby consent to and adopt the following Resolution:

RESOLVED, that Chief Executive Officer, Alton B. Nelson Jr., is the Authorized Representative for the Making Waves Academy Charter School charter petition amendment;

Phone: 510-262-1511

Email: anelson@mwacademy.org

NOW, THEREFORE, BE IT RESOLVED, that the Making Waves Academy Board hereby authorizes the submission of a request for an amendment of the existing approved 2017-2022 charter to the Contra Costa Board of Education/Contra Costa County Office of Education.

I, Maricela Navarro, certify that the Board of Directors of Making Waves Academy on Thursday, December, 12th, 2019, adopted the foregoing resolution, at Richmond, California.

Ayes:

Nays:

Abstentions:

By: _____

Maricela Navarro, Board Secretary

DEC 2019



MATERIAL REVISION CHANGES TO THE MWA CHARTER

Executive Summary of Proposed Changes

Proposed Amendment Elements

Making Waves Academy requests the proposed amendment to the Charter Petition, dated July 1, 2017.

- **4th Grade Addition** – Making Waves Academy requests to add one additional grade level, grade 4, to the current grade level span served (5th-12th grades).
- **Instructional Approach** – A Cored-Hybrid Interdisciplinary Model where students will have the same core teacher for 2 of their 4 core classes in English, humanities, math, and science.
- **Daily Schedule Changes** – The daily schedule will reflect fewer transitions for 4th graders as they will be with one teacher for:
 - English Language Arts & Humanities
 - Mathematics & Science
 - Health and Wellness
 - Encore or electives

The proposed changes of the material revision are provided to our charter authorizer with Track Changes in the most current version of the petition.

Coversheet

First Interim Budget (2019-2020)

Section: IV. Action Items
Item: F. First Interim Budget (2019-2020)
Purpose: Vote
Submitted by: Hung Mai
Related Material: Budget 1st Interim - Central Office.pdf
Budget 1st Interim - School.pdf
Executive Summary 2019-20 First Interim -11.18.2019-Final.pdf

BACKGROUND:

Two interim financial reports are routinely required by the California Department of Education each year. Making Waves Academy (MWA) must submit the reports for review to the Contra Costa County Office of Education, who then submits them to the California Department of Education. This is the first interim financial report.

RECOMMENDATION:

To review and approve 2019-20 first interim budget

**Making Waves Academy
Budget FY2020**

**Central Office
First Interim
Version 1**

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4:19 PM**

	A	B	D	H	K	L	M
2	Account #	Account Title	2019-20 Original Budget (B)	FY2020 1st Interim Budget (C)	FY20 1st Interim vs. Original FY20 (C-B)	% Variance (C) vs. (B)	Notes
3		Income					
22	8981	Scully Related Entity (SRE)	5,502,752	4,949,688	(553,064)	-10%	
24	INCO.INC	Central Office (Revenue from Shared	1,068,715	1,068,715	-	0%	
25		Total Income	6,571,467	6,018,402	(553,064)	-8%	
26							
30							
31		Expenses					
36	1409	Certificated Special Temporary COLA	402,000	325,500	(76,500)	-19%	Removed / Reduced in projected COLA for vacant positions
38	2100	Classified Instructional Aide Salaries	231,000	91,316	(139,684)	-60%	Removed three Teacher Intern positions
40	2300	Classified Supervisor & Administrator	3,132,660	2,908,648	(224,012)	-7%	Reduction in projected salaries for vacant positions Removed Director of Instructional Technology, and Data & Online System Administrative
41	2400	Classified Clerical and Office Salaries	312,200	232,100	(80,100)	-26%	• Not hiring HR Assistant position and reallocate it to cover HR Contractor • Moved \$30K to 5810 to cover for Talent Coordinator Contractor
43		Total Salaries	4,077,860	3,557,564	(520,296)	-13%	
44	3101	Certificated STRS	98,700	103,400	4,700	5%	
45	3301	Certificated Social Security/Medicare	266,297	225,168	(41,128)	-15%	
46	3401	Certificated Health & Welfare Benefits	413,215	356,018	(57,196)	-14%	
47	3501	Certificated Unemployment Insurance	20,449	17,788	(2,662)	-13%	
48	3601	Certificated Workers Comp Insurance	53,169	46,248	(6,920)	-13%	
49	3701	Certificated Retirement Match	135,965	116,403	(19,562)	-14%	
50	3999	Accrued Paid Time Off	100,245	100,245	-	0%	
51		Total Benefits	1,088,040	965,271	(122,769)	-11%	
52		Total Salaries & Benefits	5,165,900	4,522,835	(643,065)	-12%	
53							

**Making Waves Academy
Budget FY2020**

**Central Office
First Interim
Version 1**

**Printed on: 11/22/2019
4:19 PM**

	A	B	D	H	K	L	M
2	Account #	Account Title	2019-20 Original Budget (B)	FY2020 1st Interim Budget (C)	FY20 1st Interim vs. Original FY20 (C-B)	% Variance (C) vs. (B)	Notes
55	4200	Books and Other Reference Materials	3,125	3,125	-	0%	
58	4330	Office Supplies	25,700	25,700	-	0%	
59	4390	Other Food	4,500	4,500	-	0%	
60	4410	Furniture, Equipment & Supplies (non-	4,000	4,000	-	0%	
61	4420	Computers and IT Supplies (non-capit	21,200	21,200	-	0%	
64	4990	Contingency	100,000	100,000	-	0%	
65		Total Supplies	158,525	158,525	-	0%	
66	5210	Conference Fees	80,734	89,484	8,750	11%	Moved from 5820 Recruiting-Students account to increase for professional coaching & PD from CCSA and NCSAC
67	5215	Travel - Mileage, Parking, Tolls	17,000	17,000	-	0%	
68	5220	Travel - Airfare & Lodging	61,750	61,750	-	0%	
69	5225	Travel - Meals & Entertainment	22,165	22,165	-	0%	
70	5305	Professional Dues & Memberships	24,049	30,299	6,250	26%	Moved from 5820 Recruiting-Students account to increase for relationship development in Richmond, Hercules, and Pinole
76	5605	Equipment Leases and Rentals	8,000	8,000	-	0%	
77	5610	Occupancy Rent	23,366	23,366	-	0%	
78	5612	Additional Facilities Use Fees	2,000	2,000	-	0%	
82	5803	Accounting Fees	15,000	15,000	-	0%	
83	5804	Legal Fees	56,000	56,000	-	0%	
86	5810	Contracted Services	220,500	370,500	150,000	68%	<ul style="list-style-type: none"> • Moved \$30K from 2400 Classified Clerical and Office Salaries to cover for Contractor (Alex) • Increased \$120K for HR Contractor
88	5810.002	Student Information & Assessment	65,372	65,372	-	0%	
90	5810.004	Intervention & Consultation	51,250	51,250	-	0%	
91	5810.005	Psychological Services	21,148	21,148	-	0%	
94	5810.008	Information Technology	118,704	118,704	-	0%	
98	5820	Recruiting - Students	35,000	20,000	(15,000)	-43%	Moved to 5210 & 5305

**Making Waves Academy
Budget FY2020**

**Central Office
First Interim
Version 1**

**Printed on: 11/22/2019
4:19 PM**

	A	B	D	H	K	L	M
2	Account #	Account Title	2019-20 Original Budget (B)	FY2020 1st Interim Budget (C)	FY20 1st Interim vs. Original FY20 (C-B)	% Variance (C) vs. (B)	Notes
99	5821	Printing and Reproduction	12,500	12,500	-	0%	
101	5850	Staff Recruitment	171,004	171,004	-	0%	
102	5851	Professional Development	181,400	121,400	(60,000)	-33%	Reduced budget due to eliminating three Teacher Resident positions
103	5853	Payroll Processing Fees	30,000	30,000	-	0%	
106	5905	Company Cell Phones	23,200	23,200	-	0%	
107	5910	Internet and Wifi	3,900	3,900	-	0%	
108	5915	Postage and Delivery	1,000	1,000	-	0%	
110	5992	Bank fees	2,000	2,000	-	0%	
113		Total Contract Services	1,247,042	1,337,042	90,000	7%	
114							
115		Total Salaries & Benefits	5,165,900	4,522,835	(643,065)		
116		Total Supplies	158,525	158,525	-		
117		Total Contract Services	1,247,042	1,337,042	90,000		
118		Total Expenses	6,571,467	6,018,402	(553,065)	-8%	
119							
120		Net Income	0	0			

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report Certification**

Charter School Name: Making Waves Academy
 (continued) _____
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
 County: Contra Costa
Charter #: 0868
Fiscal Year: 2019-20

To the entity that approved the charter school:
x) 2019-20 CHARTER SCHOOL FIRST INTERIM FINANCIAL REPORT – ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to Education Code Section 47604.33.

Signed: _____ Date: _____
 Charter School Official
 (Original signature required)
 Print
 Name: Alton B. Nelson, Jr. Title: Chief Executive Officer

To the County Superintendent of Schools:
x) 2019-20 CHARTER SCHOOL FIRST INTERIM FINANCIAL REPORT – ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to Education Code Section 47604.33.

Signed: _____ Date: _____
 Authorized Representative of Charter Approving
 Entity
 (Original signature required)
 Print
 Name: _____ Title: _____

For additional information on the First Interim Report, please contact:

For Approving Entity:

Bill Clark
 Name
Associate Superintendent
 Title
925-942-3310
 Phone
mclark@cccoe.k12.us
 E-mail

For Charter School:

Hung T. Mai
 Name
Director of Finance
 Title
510-243-5204
 Phone
hmai@mwacademy.org
 E-mail

This report has been verified for mathematical accuracy by the County Superintendent of Schools, pursuant to Education Code Section 47604.33.

 District Advisor

 Date

CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Detail

Charter School Name: Making Waves Academy
(continued)
CDS #: 07-10074-0114470
Charter Approving Entity: Contra Costa County
County: Contra Costa
Charter #: 0888
Fiscal Year: 2019-20

This charter school uses the following basis of accounting:

- Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 6900, 7438, 9400-9499, and 9660-9669)
 Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
A REVENUES										
1. Revenue Limit Sources										
State Aid - Current Year	8011	6,660,391		6,660,391	1,082,227		1,082,227	6,660,391		6,660,391
Education Protection Account State Aid - Current Year	8012	1,403,303		1,403,303	391,186		391,186	1,403,303		1,403,303
State Aid - Prior Years	8019									
Tax Relief Subventions (for rev. limit funded schools)	8020-8039									
County and District Taxes (for rev. limit funded schools)	8040-8079									
Miscellaneous Funds (for rev. limit funded schools)	8080-8089									
Revenue Limit Transfers (for rev. limit funded schools)	8092									
PERS Reduction Transfer	8096									
Charter Schools Funding in lieu of Property Taxes	8091	2,623,451		2,623,451	657,926		657,926	2,623,451		2,623,451
Other Revenue Limit Transfers	8091, 8097									
Total, Revenue Limit Sources		10,687,145		10,687,145	2,131,339		2,131,339	10,687,145		10,687,145
2. Federal Revenues										
No Child Left Behind	8290									
Special Education - Federal	8181, 8182		117,500	117,500				117,500		117,500
Child Nutrition - Federal	8220		459,736	459,736		13,185	13,185	459,736		459,736
Other Federal Revenues	8110, 8200-8290		467,508	467,508				467,508		467,508
Total, Federal Revenues			1,044,744	1,044,744		13,185	13,185	1,044,744		1,044,744
3. Other State Revenues										
Charter Schools Categorical Block Grant (8480 N/A thru 14/15-SBX3-4)	N/A thru 14/15									
Special Education - State	StateRevSE		510,140	510,140				510,140		510,140
All Other State Revenues	StateRevAO	204,873	1,334,592	1,539,465		43,801	43,801	204,873	1,334,592	1,539,465
Total, Other State Revenues		204,873	1,844,732	2,049,605		43,801	43,801	204,873	1,844,732	2,049,605
4. Other Local Revenues										
All Other Local Revenues	LocalRevAO	8,697,981	275,127	8,973,108	3,719,775		3,719,775	9,060,949	275,127	9,336,076
Total, Local Revenues		8,697,981	275,127	8,973,108	3,719,775		3,719,775	9,060,949	275,127	9,336,076
5. TOTAL REVENUES		19,589,999	3,164,603	22,754,602	5,851,114	56,986	5,908,100	19,952,067	3,164,603	23,117,570
B EXPENDITURES										
1. Certificated Salaries										
Certificated Teachers' Salaries	1100	3,954,261	592,040	4,546,301	977,304		977,304	3,834,731	592,040	4,426,771
Certificated Pupil Support Salaries	1200	558,228	0	558,228	152,399		152,399	480,686		480,686
Certificated Supervisors' and Administrators' Salaries	1300	1,495,397	117,500	1,612,897	385,158		385,158	1,330,801	117,500	1,448,301
Other Certificated Salaries	1900	385,008	266,747	651,755	101,015		101,015	328,818	266,747	595,565
Total, Certificated Salaries		6,392,894	976,287	7,369,181	1,615,876		1,615,876	5,975,036	976,287	6,951,323
2. Non-certificated Salaries										
Non-certificated Instructional Aides' Salaries	2100	236,419	215,435	451,854	107,324		107,324	224,732	215,435	440,167
Non-certificated Support Salaries	2200	625,213	0	625,213	208,704		208,704	638,884		638,884
Non-certificated Supervisors' and Administrators' Sal	2300	200,974	0	200,974	37,228		37,228	324,519		324,519
Clerical and Office Salaries	2400	571,753	0	571,753	171,022		171,022	674,809		674,809
Other Non-certificated Salaries	2900	158,800	0	158,800	70,785		70,785	222,776		222,776
Total, Non-certificated Salaries		1,791,159	215,435	2,006,594	595,043		595,043	2,085,720	215,435	2,301,155
3. Employee Benefits										
STRS	3101-3102	1,174,585		1,174,585	228,763		228,763	1,111,819		1,111,819
PERS	3201-3202	0								
OASDI / Medicare / Alternative	3301-3302	366,947		366,947	100,607		100,607	381,109		381,109
Health and Welfare Benefits	3401-3402	1,387,842		1,387,842	393,036		393,036	1,496,593		1,496,593
Unemployment Insurance	3501-3502	54,049		54,049	22,479		22,479	53,324		53,324
Workers' Compensation Insurance	3601-3602	140,527		140,527	44,784		44,784	138,641		138,641
OPEB, Allocated	3701-3702	0								
OPEB, Active Employees	3751-3752	0								
PERS Reduction (for revenue limit funded schools)	3801-3802	0								
Other Employee Benefits	3901-3902	1,667,832		1,667,832	380,424		380,424	1,668,873		1,668,873
Total, Employee Benefits		4,791,762		4,791,762	1,170,093		1,170,093	4,850,359		4,850,359
4. Books and Supplies										
Approved Textbooks and Core Curricula Materials	4100	200,156	0	200,156	152,998		152,998	200,156		200,156
Books and Other Reference Materials	4200	4,000	0	4,000				4,000		4,000
Materials and Supplies	4300	302,260	19,942	322,202	87,682	40,347	128,029	302,260	19,942	322,202
Noncapitalized Equipment	4400	506,431	0	506,431	482,124		482,124	506,431		506,431
Food and Others	4700	17,040	491,726	508,766	115,273	16,839	131,912	17,040	491,726	508,766
Total, Books and Supplies		1,029,867	511,668	1,541,535	838,077	56,986	895,063	1,029,887	511,668	1,541,555
5. Services and Other Operating Expenditures										
Subagreements for Services	5100									
Travel and Conferences	5200	158,615	46,392	205,007	75,403		75,403	158,615	46,392	205,007
Dues and Memberships	5300	16,958	0	16,958	7,408		7,408	16,958	0	16,958
Insurance	5400	110,000	0	110,000	38,183		38,183	110,000	0	110,000
Operations and Housekeeping Services	5500	903,250	0	903,250	252,139		252,139	903,250	0	903,250
Rentals, Leases, Repairs, and Noncap. Improvements	5600	628,433	1,118,860	1,747,293	537,261		537,261	628,432	1,118,860	1,747,292
Professional/Consulting Services and Operating Expend	5800	3,551,141	295,961	3,847,102	1,428,694		1,428,694	3,978,810	295,961	4,274,771
Communications	5900	140,900	0	140,900	29,078		29,078	140,900	0	140,900
Total, Services and Other Operating Expenditures		5,509,297	1,461,213	6,970,510	2,388,166		2,388,166	5,938,965	1,461,213	7,399,178

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Detail**

Charter School Name: Making Waves Academy
 (continued)
 CDS #: 07-10074-0114470
 Charter Approving Entity: Contra Costa County
 County: Contra Costa
 Charter #: 0868
 Fiscal Year: 2019-20

This charter school uses the following basis of accounting:

- Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 8800, 7438, 9400-9499, and 9860-9669)**
 Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 8100-8170, 6200-6500, 7438, and 7439)

Description	Object Code	Adopted Budget - July 1			Actuals thru 10/31			1st Interim Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
6. Capital Outlay (Objects 6100-6170, 6200-6500 for modified accrual)										
Land and Land Improvements	6100-6170			-			-			-
Buildings and Improvements of Buildings	6200			-			-			-
Books and Media for New School Libraries or Major Expansion of School Libraries	6300			-			-			-
Equipment	6400			-			-			-
Equipment Replacement	6500			-			-			-
Depreciation Expense (for accrual basis only)	6900	25,000		25,000	7,794		7,794	25,000		25,000
Total, Capital Outlay		25,000		25,000	7,794		7,794	25,000		25,000
7. Other Outlay										
Tuition to Other Schools	7110-7143			-			-			-
Transfers of Pass-through Revenues to Other LEAs	7211-7213			-			-			-
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE			-			-			-
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO			-			-			-
All Other Transfers	7261-7299			-			-			-
Debt Service:										
Interest	7438			-			-			-
Principal (for modified accrual basis only)	7439			-			-			-
Total, Other Outlay				-			-			-
8. TOTAL EXPENDITURES		19,539,999	3,164,603	22,704,602	6,585,047	56,986	6,642,033	19,902,987	3,164,603	23,067,570
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		50,000	-	50,000	(743,933)	-	(743,933)	50,000	-	50,000
D OTHER FINANCING SOURCES / USES										
1. Other Sources	8930-8979			-			-			-
2. Less: Other Uses	7630-7699			-			-			-
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999			-			-			-
4. TOTAL OTHER FINANCING SOURCES / USES				-			-			-
E NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		50,000	-	50,000	(743,933)	-	(743,933)	50,000	-	50,000
F FUND BALANCE, RESERVES										
1. Beginning Fund Balance										
a As of July 1	9791	3,627,834		3,627,834	3,627,834		3,627,834	3,627,834		3,627,834
b Adjustments to Beginning Balance	9793, 9795			-			-			-
c Adjusted Beginning Balance		3,627,834		3,627,834	3,627,834		3,627,834	3,627,834		3,627,834
2. Ending Fund Balance, June 30 (E + F.1.c.)		3,677,834		3,677,834	2,883,901		2,883,901	3,677,834		3,677,834
Components of Ending Fund Balance:										
a Nonspendable				-			-			-
Revolving Cash (equals object 9130)	9711			-			-			-
Stores (equals object 9320)	9712			-			-			-
Prepaid Expenditures (equals object 9330)	9713			-			-			-
All Others	9719			-			-			-
b Restricted	9740			-			-			-
c Committed				-			-			-
Stabilization Arrangements	9750			-			-			-
Other Commitments	9760			-			-			-
d Assigned				-			-			-
Other Assignments	9780			-			-			-
e Unassigned/Unappropriated				-			-			-
Reserve for Economic Uncertainties	9789			-			-			-
Unassigned/Unappropriated Amount	9790	3,677,834		3,677,834	2,883,901		2,883,901	3,677,834		3,677,834

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Summary**

Charter School Name: Making Waves Academy
 (continued)
 CDS #: 07-10074-0114470
 Charter Approving Entity: Contra Costa County
 County: Contra Costa
 Charter #: 0868
 Fiscal Year: 2019-20

Description	Object Code	7/1 Adopted Budget (X)	Actuals thru 10/31 (Y)	1st Interim Budget (Z)	1st Interim vs. Adopted Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
A REVENUES						
1. Revenue Limit Sources						
State Aid - Current Year	8011	6,660,391	1,082,227	6,660,391	-	0.00%
Education Protection Account State Aid - Current Year	8012	1,403,303	391,186	1,403,303	-	0.00%
State Aid - Prior Years	8019	-	-	-	-	-
Tax Relief Subventions (for rev. limit funded schools)	8020-8039	-	-	-	-	-
County and District Taxes (for rev. limit funded schools)	8040-8079	-	-	-	-	-
Miscellaneous Funds (for rev. limit funded schools)	8080-8089	-	-	-	-	-
Revenue Limit Transfers (for rev. limit funded schools):						
PERS Reduction Transfer	8092	-	-	-	-	-
Charter Schools Funding in Lieu of Property Taxes	8096	2,623,451	657,926	2,623,451	-	0.00%
Other Revenue Limit Transfers	8091, 8097	-	-	-	-	-
Total, Revenue Limit Sources		10,687,145	2,131,339	10,687,145	-	0.00%
2. Federal Revenues						
No Child Left Behind (Include ARRA)	8290	-	-	-	-	-
Special Education - Federal	8181, 8182	117,500	-	117,500	-	0.00%
Child Nutrition - Federal	8220	459,736	13,185	459,736	-	0.00%
Other Federal Revenues (Include ARRA)	8110, 8260-8299	467,508	-	467,508	-	0.00%
Total, Federal Revenues		1,044,744	13,185	1,044,744	-	0.00%
3. Other State Revenues						
Charter Schools Categorical Block Grant	N/A thru 14/15	-	-	-	-	-
Special Education - State	StateRevSE	510,140	-	510,140	-	0.00%
All Other State Revenues	StateRevAO	1,539,465	43,801	1,539,465	-	0.00%
Total, Other State Revenues		2,049,605	43,801	2,049,605	-	0.00%
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	8,973,108	3,719,775	9,336,076	362,968	4.05%
Total, Local Revenues		8,973,108	3,719,775	9,336,076	362,968	4.05%
5. TOTAL REVENUES		22,754,602	5,908,100	23,117,570	362,968	1.60%
B EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	4,546,301	977,304	4,426,771	(119,530)	-2.63%
Certificated Pupil Support Salaries	1200	558,228	152,399	480,666	(77,562)	-13.89%
Certificated Supervisors' and Administrators' Salaries	1300	1,612,897	385,156	1,448,301	(164,596)	-10.20%
Other Certificated Salaries	1900	651,755	101,015	595,585	(56,170)	-8.62%
Total, Certificated Salaries		7,369,181	1,615,874	6,951,323	(417,858)	-5.67%
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	451,854	107,324	440,167	(11,687)	-2.59%
Non-certificated Support Salaries	2200	625,213	208,704	638,884	13,671	2.19%
Non-certificated Supervisors' and Administrators' Sal.	2300	200,974	37,228	324,519	123,545	61.47%
Clerical and Office Salaries	2400	571,753	171,022	674,809	103,056	18.02%
Other Non-certificated Salaries	2900	156,800	70,765	222,776	65,976	42.08%
Total, Non-certificated Salaries		2,006,594	595,043	2,301,155	294,561	14.68%
3. Employee Benefits						
STRS	3101-3102	1,174,565	228,763	1,111,819	(62,746)	-5.34%
PERS	3201-3202	-	-	-	-	-
OASDI / Medicare / Alternative	3301-3302	366,947	100,607	381,109	14,162	3.86%
Health and Welfare Benefits	3401-3402	1,387,842	393,036	1,496,593	108,751	7.84%
Unemployment Insurance	3501-3502	54,049	22,479	53,324	(725)	-1.34%
Workers' Compensation Insurance	3601-3602	140,527	44,784	138,641	(1,886)	-1.34%
OPEB, Allocated	3701-3702	-	-	-	-	-
OPEB, Active Employees	3751-3752	-	-	-	-	-
PERS Reduction (for revenue limit funded schools)	3801-3802	-	-	-	-	-
Other Employee Benefits	3901-3902	1,667,832	380,424	1,668,873	1,041	0.06%
Total, Employee Benefits		4,791,762	1,170,093	4,850,359	58,597	1.22%
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	200,156	152,998	200,156	-	0.00%
Books and Other Reference Materials	4200	4,000	-	4,000	-	0.00%
Materials and Supplies	4300	322,202	128,029	322,202	-	0.00%
Noncapitalized Equipment	4400	506,431	482,124	506,431	-	0.00%
Food and Others	4700	508,766	131,912	508,766	-	0.00%
Total, Books and Supplies		1,541,555	895,063	1,541,555	-	0.00%
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	-	-	-	-	-
Travel and Conferences	5200	205,007	75,403	205,007	-	0.00%
Dues and Memberships	5300	16,958	7,408	16,958	-	0.00%
Insurance	5400	110,000	38,183	110,000	-	0.00%
Operations and Housekeeping Services	5500	903,250	252,139	903,250	-	0.00%
Rentals, Leases, Repairs, and Noncap. Improvements	5600	1,747,293	537,261	1,747,292	(1)	0.00%
Professional/Consulting Services and Operating Expend.	5800	3,847,102	1,428,694	4,274,771	427,669	11.12%
Communications	5900	140,900	29,078	140,900	-	0.00%
Total, Services and Other Operating Expenditures		6,970,510	2,368,166	7,398,178	427,668	6.14%

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
First Interim Report - Summary**

Charter School Name: Making Waves Academy
 (continued)
 CDS #: 07-10074-0114470
 Charter Approving Entity: Contra Costa County
 County: Contra Costa
 Charter #: 0868
 Fiscal Year: 2019-20

Description	Object Code	7/1 Adopted Budget (X)	Actuals thru 10/31 (Y)	1st Interim Budget (Z)	1st Interim vs. Adopted Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
6. Capital Outlay (Objects 6100-6170, 6200-6500 modified accrual basis of accounting)						
Land and Land Improvements	6100-6170	-	-	-	-	
Buildings and Improvements of Buildings	6200	-	-	-	-	
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	-	-	-	-	
Equipment	6400	-	-	-	-	
Equipment Replacement	6500	-	-	-	-	
Depreciation Expense (for accrual basis only)	6900	25,000	7,794	25,000	-	0.00%
Total, Capital Outlay		25,000	7,794	25,000	-	0.00%
7. Other Outgo						
Tuition to Other Schools	7110-7143	-	-	-	-	
Transfers of Pass-through Revenues to Other LEAs	7211-7213	-	-	-	-	
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	-	-	-	-	
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	-	-	-	-	
All Other Transfers	7281-7299	-	-	-	-	
Debt Service:						
Interest	7438	-	-	-	-	
Principal (for modified accrual basis only)	7439	-	-	-	-	
Total, Other Outgo		-	-	-	-	
8. TOTAL EXPENDITURES		22,704,602	6,652,033	23,067,570	362,968	1.60%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		50,000	(743,933)	50,000	-	0.00%
D OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	-	-	-	-	
2. Less: Other Uses	7630-7699	-	-	-	-	
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	-	-	-	-	
4. TOTAL OTHER FINANCING SOURCES / USES		-	-	-	-	
E NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		50,000	(743,933)	50,000	-	0.00%
F FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a. As of July 1	9791	3,627,834	3,627,834	3,627,834	-	0.00%
b. Adjustments to Beginning Balance	9793, 9795	-	-	-	-	
c. Adjusted Beginning Balance		3,627,834	3,627,834	3,627,834		
2. Ending Fund Balance, June 30 (E + F.1.c.)		3,677,834	2,883,901	3,677,834		
Components of Ending Fund Balance :						
a. Nonspendable						
Revolving Cash (equals object 9130)	9711	-	-	-	-	
Stores (equals object 9320)	9712	-	-	-	-	
Prepaid Expenditures (equals object 9330)	9713	-	-	-	-	
All Others	9719	-	-	-	-	
b. Restricted	9740	-	-	-	-	
c. Committed						
Stabilization Arrangements	9750	-	-	-	-	
Other Commitments	9760	-	-	-	-	
d. Assigned						
Other Assignments	9780	-	-	-	-	
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	-	-	-	-	
Unassigned/Unappropriated Amount	9790	3,677,834	2,883,901	3,677,834	-	0.00%

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
First Interim Report - MYP**

Charter School Name: Making Waves Academy
 (continued) _____
 CDS #: 07-10074-0114470 _____
 Charter Approving Entity: Contra Costa County _____
 County: Contra Costa _____
 Charter #: 0868 _____
 Fiscal Year: 2019-20 _____

This charter school uses the following basis of accounting:

- Accrual Basis (Applicable Capital Assets / Interest on Long-Term Debt / Long-Term Liabilities objects are 8900, 7438, 9400-9499, and 9860-9869)
 Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY2019-20			Totals for FY2020-21	Totals for FY2021-22
		Unrestricted	Restricted	Total		
A REVENUES						
1. Revenue Limit Sources						
State Aid - Current Year	8011	6,660,391	0	6,660,391	7,402,409	8,229,721
Education Protection Account State Aid - Current Year	8012	1,403,303	0	1,403,303	1,403,303	1,575,133
State Aid - Prior Years	8019	0	0	0	0	0
Tax Relief Subventions (for rev. limit funded schools)	8020-8039	0	0	0		
County and District Taxes (for rev. limit funded schools)	8040-8079	0	0	0		
Miscellaneous Funds (for rev. limit funded schools)	8080-8089	0	0	0		
Revenue Limit Transfers (for rev. limit funded schools):						
PERS Reduction Transfer	8092	0	0	0		
Charter Schools Funding in lieu of Property Taxes	8096	2,623,451	0	2,623,451	2,796,446	2,944,685
Other Revenue Limit Transfers	8091, 8097	0	0	0		
Total, Revenue Limit Sources		10,687,145	0	10,687,145	11,602,158	12,749,539
2. Federal Revenues						
No Child Left Behind	8290	0	0	0		
Special Education - Federal	8181, 8182	0	117,500	117,500	125,233	131,928
Child Nutrition - Federal	8220	0	459,736	459,736	489,994	516,187
Other Federal Revenues	8110, 8260-8299	0	467,508	467,508	517,970	566,992
Total, Federal Revenues		0	1,044,744	1,044,744	1,133,197	1,215,107
3. Other State Revenues						
Charter Schools Categorical Block Grant	N/A thru 14/15					
Special Education - State	StateRevSE	0	510,140	510,140	543,715	572,780
All Other State Revenues	StateRevAO	204,873	1,334,592	1,539,465	1,630,085	1,708,285
Total, Other State Revenues		204,873	1,844,732	2,049,605	2,173,800	2,281,065
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	9,060,949	275,127	9,336,076	8,544,021	7,921,733
Total, Local Revenues		9,060,949	275,127	9,336,076	8,544,021	7,921,733
5. TOTAL REVENUES						
		19,952,967	3,164,603	23,117,570	23,453,176	24,167,444
B EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	3,834,731	592,040	4,426,771	4,682,690	4,823,171
Certificated Pupil Support Salaries	1200	480,666	0	480,666	574,975	592,224
Certificated Supervisors' and Administrators' Salaries	1300	1,330,801	117,500	1,448,301	1,661,283	1,711,122
Other Certificated Salaries	1900	328,838	266,747	595,585	671,307	691,446
Total, Certificated Salaries		5,975,036	976,287	6,951,323	7,590,255	7,817,963
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	224,732	215,435	440,167	465,409	479,371
Non-certificated Support Salaries	2200	638,884	0	638,884	643,969	663,288
Non-certificated Supervisors' and Administrators' Sal.	2300	324,519	0	324,519	207,003	213,213
Clerical and Office Salaries	2400	674,809	0	674,809	588,906	606,573
Other Non-certificated Salaries	2900	222,776	0	222,776	161,503	166,349
Total, Non-certificated Salaries		2,085,720	215,435	2,301,155	2,066,790	2,128,794

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
First Interim Report - MYP**

Charter School Name: Making Waves Academy
 (continued) _____
 CDS #: 07-10074-0114470 _____
 Charter Approving Entity: Contra Costa County _____
 County: Contra Costa _____
 Charter #: 0868 _____
 Fiscal Year: 2019-20 _____

Description	Object Code	FY2019-20			Totals for FY2020-21	Totals for FY2021-22
		Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	1,111,819	0	1,111,819	1,209,802	1,246,096
PERS	3201-3202	0	0	0	0	0
OASDI / Medicare / Alternative	3301-3302	381,109	0	381,109	377,955	389,294
Health and Welfare Benefits	3401-3402	1,496,593	0	1,496,593	1,429,477	1,472,362
Unemployment Insurance	3501-3502	53,324	0	53,324	55,670	57,340
Workers' Compensation Insurance	3601-3602	138,641	0	138,641	144,743	149,085
OPEB, Allocated	3701-3702	0	0	0		
OPEB, Active Employees	3751-3752	0	0	0		
PERS Reduction (for revenue limit funded schools)	3801-3802	0	0	0		
Other Employee Benefits	3901-3902	1,668,873	0	1,668,873	1,717,867	1,769,403
Total, Employee Benefits		4,850,359	0	4,850,359	4,935,514	5,083,580
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	200,156	0	200,156	206,161	212,346
Books and Other Reference Materials	4200	4,000	0	4,000	4,120	4,244
Materials and Supplies	4300	302,260	19,942	322,202	331,868	341,824
Noncapitalized Equipment	4400	506,431	0	506,431	521,624	537,273
Food and Others	4700	17,040	491,726	508,766	541,466	569,881
Total, Books and Supplies		1,029,887	511,668	1,541,555	1,605,239	1,665,568
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0	0	0	0	0
Travel and Conferences	5200	158,615	46,392	205,007	211,157	217,492
Dues and Memberships	5300	16,958	0	16,958	17,467	17,991
Insurance	5400	110,000	0	110,000	113,300	116,699
Operations and Housekeeping Services	5500	903,250	0	903,250	930,348	958,256
Rentals, Leases, Repairs, and Noncap. Improvements	5600	628,432	1,118,860	1,747,292	1,799,712	1,853,703
Professional/Consulting Services and Operating Expend.	5800	3,978,810	295,981	4,274,771	3,962,517	4,081,392
Communications	5900	140,900	0	140,900	145,127	149,481
Total, Services and Other Operating Expenditures		5,936,965	1,481,213	7,398,178	7,179,628	7,395,016
6. Capital Outlay (Obj. 6100-6170, 6200-6500 for mod. accr. basis on)						
Land and Land Improvements	6100-6170	0	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0	0
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0	0	0		
Equipment	6400	0	0	0	0	0
Equipment Replacement	6500	0	0	0	0	0
Depreciation Expense (for accrual basis only)	6900	25,000	0	25,000	25,750	26,523
Total, Capital Outlay		25,000	0	25,000	25,750	26,523
7. Other Outgo						
Tuition to Other Schools	7110-7143	0	0	0	0	0
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0	0	0	0	0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0	0	0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0	0	0
All Other Transfers	7280-7299	0	0	0	0	0
Debt Service:						
Interest	7436	0	0	0	0	0
Principal (for modified accrual basis only)	7439	0	0	0	0	0
Total, Other Outgo		0	0	0	0	0
8. TOTAL EXPENDITURES		19,902,967	3,164,603	23,067,570	23,403,176	24,117,444
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		50,000	0	50,000	50,000	50,000

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
First Interim Report - MYP**

Charter School Name: Making Waves Academy
 (continued) _____
 CDS #: 07-10074-0114470
 Charter Approving Entity: Contra Costa County
 County: Contra Costa
 Charter #: 0868
 Fiscal Year: 2019-20

Description	Object Code	FY2019-20			Totals for FY2020-21	Totals for FY2021-22
		Unrestricted	Restricted	Total		
D OTHER FINANCING SOURCES / USES						
1. Other Sources	8930-8979	0	0	0	0	0
2. Less: Other Uses	7630-7699	0	0	0	0	0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0	0	0	0	0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0	0
E NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)		50,000	0	50,000	50,000	50,000
F FUND BALANCE, RESERVES						
1. Beginning Fund Balance						
a As of July 1	9791	3,627,834	0	3,627,834	3,677,834	3,727,834
b Adjustments to Beginning Balance	9793, 9795	0	0	0		
c Adjusted Beginning Balance		3,627,834	0	3,627,834	3,677,834	3,727,834
2. Ending Fund Balance, June 30 (E + F.1.c.)		3,677,834	0	3,677,834	3,727,834	3,777,834
Components of Ending Fund Balance:						
a Nonspendable						
Revolving Cash (equals object 9130)	9711	0	0	0	0	0
Stores (equals object 9320)	9712	0	0	0	0	0
Prepaid Expenditures (equals object 9330)	9713	0	0	0	0	0
All Others	9719	0	0	0	0	0
b. Restricted	9740	0	0	0	0	0
c Committed						
Stabilization Arrangements	9750	0	0	0	0	0
Other Commitments	9760	0	0	0	0	0
d Assigned						
Other Assignments	9780	0	0	0	0	0
e Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	0	0	0	0	0
Unassigned/Unappropriated Amount	9790	3,677,834	0	3,677,834	3,727,834	3,777,834



Executive Summary for FY 2019-20 First Interim Report

November 21, 2019

2019-20 First Interim Report Overview

The **First Interim Report** is required by the California Department of Education (CDE) each year. Making Waves Academy (MWA) must submit the First Interim for review to its charter authorizer, the Contra Costa County Office of Education (CCCOE), by December 15th, 2019. CCCOE reviews and then submits the report to the California Department of Education (CDE).

Making Waves Academy revenues and expenditures are subject to constant change. MWA budgets are not static documents, but instead are constantly being revised to respond to decisions at the state and federal levels, as well as to the dynamic circumstances at MWA. The first interim report’s financial projections have been updated to reflect current conditions and board action taken since the adoption of the original budget. With each financial report, MWA is asked to project revenues and expenditures through year-end, June 30, 2020.

Revenues Summary

- No government revenues adjustment in the first interim. We will adjust the government revenues in the Second Interim when we have the Average Daily Attendance (ADA) data.
- The Scully Related Entity (SRE) donations reduced by **\$458,806** or **4%** to match the expenses.

Expenses Summary

- The total expenses **reduced** by **2%** or **(\$458,806)**.
 - MWA expenses are **up** by **0.4%** or **\$94,258**
 - Central Office expenses **reduced** by **8%** or **(\$553,065)**.

Annual Budget Cycle

	Adopted Budget	1 st Interim Budget	2 nd Interim Budget	Unaudited Actuals
Period	July 1 – June 30	July 1 – October 31	July 1 – January 31	July 1 – June 30
Submission Date	June 30	December 15	March 15	September 15



Key Overview for First Interim Budget

Since our meeting in April 2019 for the 2019-20 Original Budget, the following key events occurred resulting in changes in this First Interim Report.

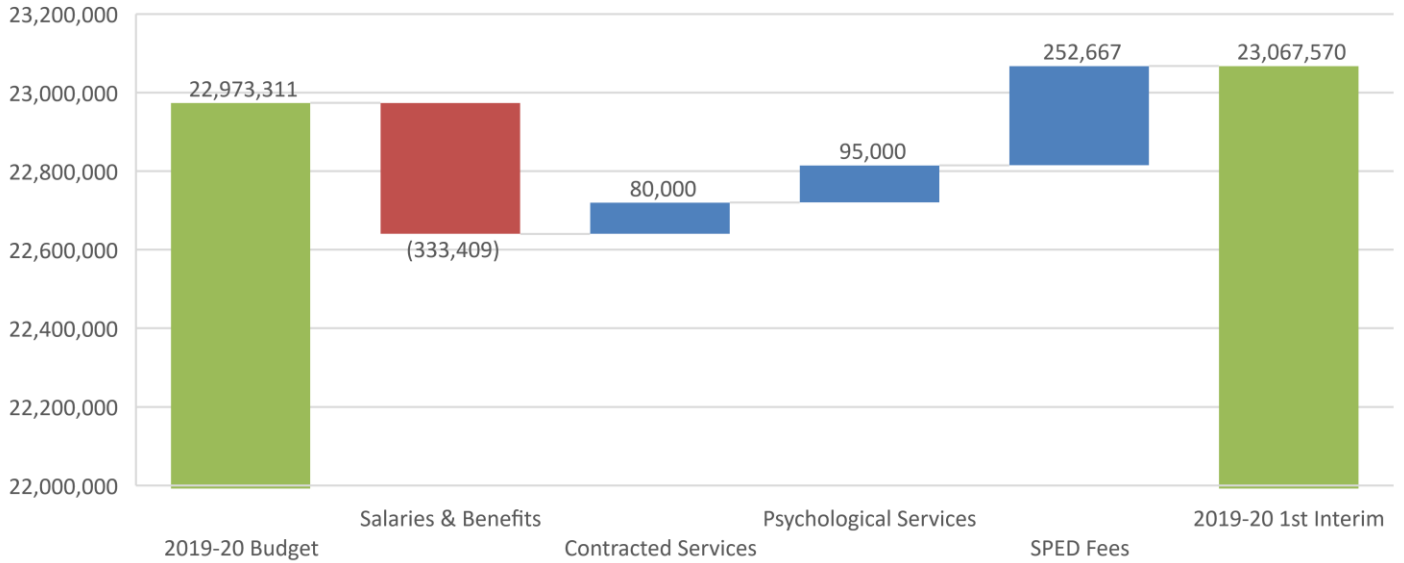
1. **Staffing Vacancies** – We did not fill all budgeted positions for faculty and staff.
2. **Psychological Services** – Add a new psychological contract to support Upper School students.
3. **WCCUSD Special Education** – WCCUSD charged MWA 2018-19 Special Education fees.
4. **Professional Development** – Saved on Teacher Residency Program tuition expense.
5. **Contract Services** – Increased contract services to support some open positions.

**2019-20 First Interim Summary
Richmond**

Location	Original Budget	1st Interim Budget	\$ Variance	% Variance
Revenues				
Government	\$14,056,621	\$14,056,621	\$0	0%
Donation	\$1,515,000	\$1,515,000	\$0	0%
SRE	\$7,451,691	\$7,545,949	\$94,258	1%
Total Revenues	\$23,023,312	\$23,117,570	\$94,258	0.4%
Expenses				
Salaries/Benefits	\$14,436,245	\$14,102,836	-\$333,409	-2%
Supplies	\$1,541,555	\$1,541,555	\$0	0%
Contract Services	\$6,995,511	\$7,423,179	\$427,667	6%
Total Expenses	\$22,973,311	\$23,067,570	\$94,258	0.4%
Revenues - Government per ADA	\$14,355	\$14,355	\$0	0%
Expenses – Cost per Student	\$22,523	\$22,615	\$92	0%



MWA Richmond Expense Change Reconciliation Chart

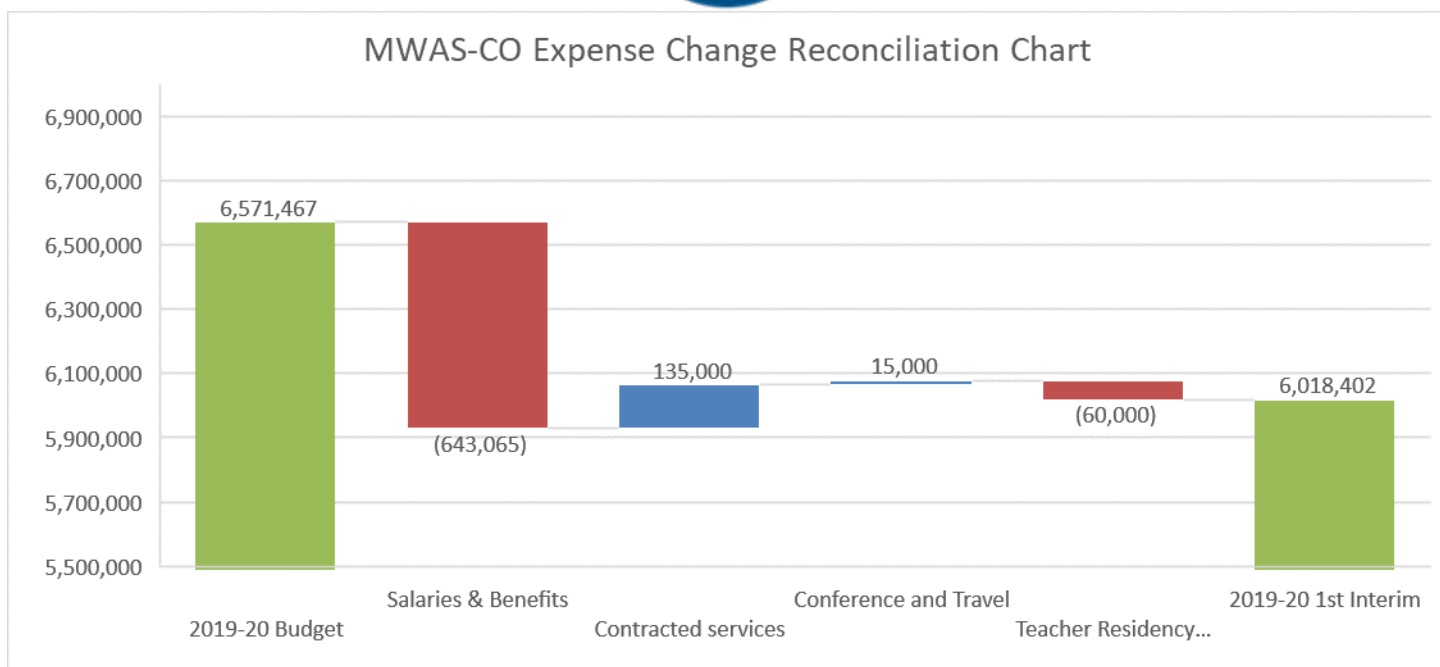


**2019-20 First Interim Summary
Central Office**

Location	Original Budget	1st Interim Budget	\$ Variance	% Variance
Revenues				
SRE	\$5,502,752	\$4,949,688	-\$553,064	-10%
Central Office (Shared Services Allocation)	\$1,068,715	\$1,068,715	\$0	0%
Total Revenues	\$6,571,467	\$6,018,402	-\$553,064	-8%
Expenses				
Salaries/Benefits	\$5,165,900	\$4,522,835	-\$643,065	-12%
Supplies	\$158,525	\$158,525	\$0	0%
Contract Services	\$1,247,042	\$1,337,042	\$90,000	7%
Total Expenses	\$6,571,467	\$6,018,402	-\$553,065	-8%



MWAS-CO Expense Change Reconciliation Chart



First Interim Changes Between the Original Budget and the First Interim Report:

REVENUES: 2019-20 – TOTAL CHANGE – DECREASED BY \$458,806 (2%)

1. Revenues

- Reduced Scully Related Entity (SRE) to match the expenses

RICHMOND EXPENDITURES: 2019-20 TOTAL CHANGES – INCREASED BY \$94,258 (0.4%)

I. Salaries and Benefits - Decreased by \$333,409 (2%)

- a. Saved on open positions and newly hired salary variances

II. Contract Services - Increased by \$427,667 (6%)

- Added a nurse contract to support vacant nurse position
- Added a new psychological service to support Upper School students
- WCCUSD charged MWA 2018-19 Special Education fees

CENTRAL OFFICE EXPENDITURES: 2019-20 TOTAL CHANGES – DECREASED BY \$553,065 (8%)

I. Salaries and Benefits - Decreased by \$643,065 (12%)

- Saved on open positions and newly hired salary variances
- Removed Director of Instructional Technology, Online System Admin, and three Teacher Resident Positions

II. Contract Services - Increased by \$90,000 (7%)

- Added contract services for HR and Talent Coordinator to support the vacant positions



- Saved on residency teachers tuition

Summary

Overall, Making Waves Academy **decreased** the budget by **\$458,807** or (2%) from the Original Budget to the First Interim.

- Saved on open positions and newly hired salary variances
- Added contract services to support the open positions
- WCCUSD charged last year Special Education fees

Coversheet

Audit Report (2018-2019)

Section: IV. Action Items
Item: G. Audit Report (2018-2019)
Purpose: Vote
Submitted by: Hung Mai

Related Material:

Governance Communication FY19 - 11.21.19-FINAL.pdf

Making Waves Academy 6.30.19 Draft Audit Report - 12.06.19 Revision 9.pdf

BACKGROUND:

MWA's Audit was completed on time and without findings or adjustments. We received a clean audit report and no issues in the management letters.

RECOMMENDATION:

Review and approve the 2018-19 Audit Reports.



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Board of Directors
Making Waves Academy
Richmond, California

We have audited the financial statements of Making Waves Academy as of and for the year ended June 30 2019, and have issued our report thereon dated September 18, 2019. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards, and the 2018-19 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Appeals Panel*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Making Waves Academy are described in Note 1 to the financial statements.

As described in Note 1, the Organization changed accounting policies related to the change in accounting principle by adopting Financial Accounting Standards Board (FASB) Accounting Standards Update No. 2016-14, Presentation of Financial Statements of Not-for-Profit Entities, in 2018. Accordingly, the accounting change has been retrospectively applied to prior periods presented as if the policy had always been used.

No new accounting policies were adopted and the application of existing policies was not changed during 2018, other than that noted above.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The most sensitive estimates affecting the financial statements were:

- Management's estimate of the functional allocation of expenses shared between programs, management and general, and fundraising is based on a reasonable and consistent basis using factors such as direct payroll allocation, square footage, full time equivalents within each department, and total direct expenses. We evaluated the key factors and assumptions used to develop the allocation in determining that it is reasonable in relation to the financial statements taken as a whole.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures. The financial statement disclosures are neutral, consistent, and clear.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

Management did not identify and we did not notify them of any financial statement misstatements detected as a result of audit procedures.

Disagreements with management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the attached management representation letter dated September 18, 2019.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other information in documents containing audited financial statements

With respect to the Local Education Agency Organization Structure, Schedule of Instructional Time, Schedule of Average Daily Attendance, Reconciliation of Annual Financial Report with Audited Financial Statements, and the WCCUSD Measure G Parcel Tax Revenue and Expenses (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated September 18, 2019.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

* * *

Recent accounting standards

Our promise is to get to know you and help you. For your consideration, we provided recent accounting standards applicable to your entity.

Revenue recognition –

- Effective for fiscal years beginning after December 15, 2017 for public entities and December 15, 2018 for nonpublic entities. For your entity – June 30, 2020's financial statements. Early adoption is permitted.
- Principles-based revenue standard to be applied to all industries.
- 5-step process for revenue recognition.
- Recognize revenue when an entity transfers goods or services to a customer, the amount recognized should represent the consideration to which the entity expects to be entitled.

Statement of cash flows –

- Effective for fiscal years beginning after December 15, 2017 for public entities and December 15, 2018 for nonpublic entities. For your entity – June 30, 2020's financial statements.
- Streamlines activities between cash and restricted cash as operating, investing or financing, or as a combination of those activities.
- Provides explanation for the change in cash, cash equivalents and restricted cash.

Board of Directors
Making Waves Academy
Page 4

Grants and Contracts –

- Effective for fiscal years beginning after June 15, 2018 for public entities and December 15, 2018 for nonpublic entities. For your entity – June 30, 2020's financial statements.
- Provides decision trees to assist in evaluating transactions in determining revenue recognition of grant and contracts.
- Defines nonreciprocal transactions (contributions) and conditional contributions that have been placed on the resources provided.
- Conditional contributions only if both criteria exist:
 - Contributor retains either a right of return to the resources provided, and,
 - An entity must overcome a barrier in order to be entitled to the resources provided.
- Refers to the revenue recognition standard for reciprocal transactions (exchange).

Leases –

- Effective for fiscal years beginning after December 15, 2018 for public entities and December 15, 2019 (proposed to extend to December 15, 2020) for nonpublic entities. For your entity – June 30, 2021's (if proposal passed, June 30, 2022's) financial statements.
- Requires lessees to recognize the assets and liabilities arising from all leases on the statement of financial position.
- A lessee should recognize the liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term.
- Continued differentiation between finance and operating leases.

* * *

This communication is intended solely for the information and use of the Board of Directors and management of Making Waves Academy and is not intended to be, and should not be, used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Glendora, California
September 18, 2019

MAKING WAVES ACADEMY
FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2019

- Tentative Report
For Discussion Purposes Only
Subject to Revision

**MAKING WAVES ACADEMY
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INDEPENDENT AUDITORS' REPORT

Board of Directors
Making Waves Academy
Richmond, California

Report on the Financial Statements

We have audited the accompanying financial statements of Making Waves Academy (the School), a California nonprofit public benefit corporation, which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
Making Waves Academy

Opinion

In our opinion, the financial statements referred to on page 1 present fairly, in all material respects, the financial position of the School as of June 30, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the School's financial statements as a whole. The accompanying supplementary schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated REPORT DATE on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness on the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE

**MAKING WAVES ACADEMY
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2019**

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 2,580,954
Accounts Receivable - Federal and State	1,687,506
Accounts Receivable - Other	4,852
Prepaid Expenses and Other Assets	<u>244,551</u>
Total Current Assets	<u>4,517,863</u>

LONG-TERM ASSETS

Property, Plant, and Equipment, Net	<u>345,966</u>
Total Long-Term Assets	<u>345,966</u>

Total Assets	<u><u>\$ 4,863,829</u></u>
--------------	----------------------------

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts Payable and Accrued Liabilities	<u>\$ 1,235,995</u>
Total Current Liabilities	<u>1,235,995</u>

NET ASSETS

Without Donor Restriction	<u>3,627,834</u>
Total Net Assets	<u>3,627,834</u>

Total Liabilities and Net Assets	<u><u>\$ 4,863,829</u></u>
----------------------------------	----------------------------

See accompanying Notes to Financial Statements.

**MAKING WAVES ACADEMY
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2019**

	<u>Without Donor Restriction</u>	<u>With Donor Restriction</u>	<u>Total</u>
REVENUES			
State Revenue:			
Principal Apportionment	\$ 6,919,045	\$ -	\$ 6,919,045
Other State Revenue	2,054,978	-	2,054,978
Federal Revenue:			
Grants and Entitlements	742,865	-	742,865
Local Revenue:			
In-Lieu Property Tax Revenue	2,530,486	-	2,530,486
Contributions	11,287,515	-	11,287,515
In-Kind Contributions from Related Party	87,099	-	87,099
Net Assets Released from Restrictions	<u>18,830</u>	<u>(18,830)</u>	<u>-</u>
Total Revenues	23,640,818	(18,830)	23,621,988
EXPENSES			
Program Services	20,807,679	-	20,807,679
Management and General	<u>2,278,830</u>	-	<u>2,278,830</u>
Total Expenses	<u>23,086,509</u>	-	<u>23,086,509</u>
CHANGE IN NET ASSETS	554,309	(18,830)	535,479
Net Assets - Beginning of Year	<u>3,073,525</u>	<u>18,830</u>	<u>3,092,355</u>
NET ASSETS - END OF YEAR	<u>\$ 3,627,834</u>	<u>\$ -</u>	<u>\$ 3,627,834</u>

See accompanying Notes to Financial Statements.

**MAKING WAVES ACADEMY
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2019**

CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ 535,479
Adjustments to Reconcile Change in Net Assets to Net Cash	
Provided by Operating Activities:	
Depreciation	23,379
Change in Operating Assets:	
Accounts Receivable - Federal and State	(542,533)
Accounts Receivable - Other	(4,852)
Pledges Receivable - Related Party	1,600,000
Prepaid Expenses and Other Assets	(22,175)
Change in Operating Liabilities:	
Accounts Payable and Accrued Liabilities	199,339
Net Cash Provided by Operating Activities	1,788,637

NET CHANGE IN CASH AND CASH EQUIVALENTS

1,788,637

Cash and Cash Equivalents - Beginning of Year

792,317

CASH AND CASH EQUIVALENTS - END OF YEAR

\$ 2,580,954

- Tentative Report
For Discussion Purposes Only
Subject to Revision

See accompanying Notes to Financial Statements.

**MAKING WAVES ACADEMY
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2019**

	<u>Program Services</u>	<u>Management and General</u>	<u>Total Expenses</u>
Salaries and Wages	\$ 10,605,264	\$ 1,178,363	\$ 11,783,627
Pension and Retirement Plan	859,849	95,539	955,388
Other Employee Benefits	1,538,209	170,912	1,709,121
Payroll Taxes	451,900	50,211	502,111
Management Fees	120,461	13,384	133,845
Legal Expenses	104,064	11,563	115,627
Accounting Expenses	10,440	1,160	11,600
Other Fees for Services	2,916,491	324,055	3,240,546
Office Expenses	376,592	41,843	418,435
Information Technology Expenses	363,773	40,419	404,192
Occupancy Expenses	1,884,956	209,439	2,094,395
Advertising and Promotion	-	10,414	10,414
Travel Expenses	86,972	9,664	96,636
Conference and Meeting Expenses	148,025	16,447	164,472
Depreciation Expense	23,379	-	23,379
Insurance Expense	90,215	10,024	100,239
Instructional Materials	378,897	-	378,897
Student Transportation	564,657	-	564,657
Other Expenses	283,535	95,393	378,928
	<u>\$ 20,807,679</u>	<u>\$ 2,278,830</u>	<u>\$ 23,086,509</u>
Total	<u>\$ 20,807,679</u>	<u>\$ 2,278,830</u>	<u>\$ 23,086,509</u>

See accompanying Notes to Financial Statements.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Making Waves Academy (the School) is a nonprofit public benefit corporation. The School was approved by the Contra Costa County Board of Education for a five-year charter and was approved as a public charter school by the State of California Department of Education on May 9, 2007 (charter #868). On February 15, 2017, the Contra Costa County Board of Education renewed the School's charter through June 30, 2022.

The School started in August 2007, and currently serves approximately 937 students in grades 5 through 12.

The charter may be revoked by the Contra Costa County Board of Education for material violations of the charter, failure to meet pupil outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

Mission

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

Basis of Accounting

The financial statements have been prepared on the accrual method of accounting and accordingly reflect all significant receivables and liabilities.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

Costs of providing the School's programs and other activities have been presented in the statement of functional expenses. During the year, such costs are accumulated into separate groupings as either direct or indirect. Indirect or shared costs are allocated among program and support services by a method that best measures the relative degree of benefit.

Cash and Cash Equivalents

The School defines its cash and cash equivalents to include only cash on hand, demand deposits, and liquid investments with original maturities of three months or less.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Net Asset Classes

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Accounts Receivable

Accounts receivable represent amounts due from private persons, firms, or corporations based on contractual agreements or amounts billed but not received as of June 30, 2019. Due from federal and state governments consists of funds due as of June 30, 2019. Management believes that all receivables are fully collectible; therefore no provisions for uncollectible accounts were recorded.

Property, Plant, and Equipment

Property, plant, and equipment are stated at cost if purchased or at estimated fair market value if donated. Depreciation is provided on a straight-line basis over the estimated useful life of the asset. Useful lives range between 5 years for equipment to 39 years for certain leasehold improvements. The School capitalizes all expenditures for land, buildings, and equipment in excess of \$25,000. Depreciation expense was \$23,380 as of June 30, 2019.

Contributed Assets and Services

Contributions of donated noncash assets are recorded at fair value in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at fair value in the period received.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Compensated Absences

Accumulated unpaid employee vacation benefits are recognized as a liability of the School. The current portion of the liability, if material, is recognized at year-end. The entire compensated absences liability is reported on the statement of financial position. Employees of the School are paid for days or hours worked based upon board-approved schedules which include vacation. Sick leave is accumulated without limit for each employee at the equivalent rate of two-thirds of a day for each full month of service. Sick leave with pay is provided when employees are absent for health reasons.

Governmental Funding Revenue Recognition

Amounts received from the California Department of Education are recognized as revenue by the School based on the average daily attendance (ADA) of students. Revenue that is restricted is recorded as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restrictions.

Contributions

All contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are restricted to specific use or future periods are reported as contributions with donor restrictions. Restricted contributions that are received and released in the same period are reported as promises to give without donor restrictions. Unconditional promises to give expected to be received in one year or less are recorded at net realizable value. Unconditional promises to give expected to be received in more than one year are recorded at fair value at the date of the promise. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on September 1 and are payable in two installments on or before November 1 and February 1. Unsecured property taxes are not a lien against real property and are payable in one installment on or before August 31. The County bills and collects property taxes for all taxing agencies within the County and distributes these collections to the various agencies. The sponsor agency of the School is required by law to provide in lieu property tax payments on a monthly basis, from August through July. The amount paid per month is based upon an allocation per student, with a specific percentage to be paid each month.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The School is a nonprofit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required. The School is subject to income tax on net income that is derived from business activities that are unrelated to the exempt purposes. The School files an exempt School return and applicable unrelated business income tax return in the U.S. federal jurisdiction and with the California Franchise Tax Board.

Change in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The School has implemented ASU 2016-14 and has adjusted the presentation in these financial statements accordingly.

Evaluation of Subsequent Events

The School has evaluated subsequent events through REPORT DATE, the date these financial statements were available to be issued.

NOTE 2 LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure are those without donor or other restrictions limiting their use within one year of the statement of financial position date. Financial assets available for general expenditures comprise cash and cash equivalents and accounts receivable for the total amount of \$4,273,312. As part of our liquidity management plan, we invest cash in excess of daily requirements in short-term investments and money market funds.

NOTE 3 CONCENTRATION OF CREDIT RISK

The School maintains cash balances held in banks which are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC). At times, cash in these accounts exceeds the insured amounts. The School has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019**

NOTE 4 PROPERTY, PLANT, AND EQUIPMENT

The School’s property, plant, and equipment consisted of the following as of June 30, 2019:

Leasehold Improvements	\$	435,813
Equipment, Furniture and Fixtures		83,860
Vehicles		48,299
Total		567,972
Less: Accumulated Amortization		(222,006)
Total Property, Plant, and Equipment	\$	345,966

NOTE 5 EMPLOYEE RETIREMENT

Multi-Employer Defined Benefit Pension Plans

Qualified employees are covered under multi-employer defined benefit pension plans maintained by agencies of the state of California.

The risks of participating in these multi-employer defined benefit pension plans are different from single-employer plans because: (a) assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers, (b) the required member, employer, and state contribution rates are set by the California Legislature, and (c) if the School chooses to stop participating in the multi-employer plan, it may be required to pay a withdrawal liability to the plan. The School has no plans to withdraw from these multi-employer plans.

State Teachers’ Retirement System (STRS)

Plan Description

The School contributes to the State Teachers’ Retirement System (STRS), a cost-sharing multi-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers’ Retirement Law. According to the most recently available Comprehensive Annual Financial Report and Actuarial Valuation Report for the year ended June 30, 2018, total STRS plan net assets are \$225 billion, the total actuarial present value of accumulated plan benefits is \$374 billion, contributions from all employers totaled \$4.9 billion, and the plan is 64% funded. The School did not contribute more than 5% of the total contributions to the plan.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019**

NOTE 5 EMPLOYEE RETIREMENT (CONTINUED)

Plan Description (Continued)

Copies of the STRS annual financial reports may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, CA 95826 and www.calstrs.com.

Funding Policy

Active plan members hired before January 1, 2013 are required to contribute 10.25% of their salary and those hired after are required to contribute 9.205% of their salary. The School is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. Under the 2014 funding plan, employer contributions on compensation creditable to the program will increase every year for the next seven years, up to 18.40% in 2020–21. The required employer contribution rate for year ended June 30, 2018 was 16.28% of annual payroll. The contribution requirements of the plan members are established and may be amended by State statute.

<u>Year Ending June 30,</u>	<u>Required Contribution</u>	<u>Percent Contributed</u>
2017	\$ 545,561	100%
2018	\$ 673,771	100%
2019	\$ 842,843	100%

Defined Contribution 403(b) Retirement Plan

The School offers an Internal Revenue Code Section 403(b) Retirement Plan to each of its qualifying employees. Employees may contribute their own amounts to the plan at any time. The employer will match non-instructional staff contributions on the following schedule: after 6 months of service 3%; after 3 years of service 4%; after 5 years of service 5% and after 10 years of service 6%. Employees are fully vested at the time contributions are made. The amount of employer contributions used to purchase annuity contracts for the year ended June 30, 2019 was \$112,545.

NOTE 6 OPERATING LEASES

The School leases its facilities from a related party (see Note 7) under a lease agreement expiring in June of 2019. The School also leases office space from a related party under a separate lease agreement expiring June 2019. Under these lease agreements, the ongoing operating expenses of the facilities are the responsibility of the School. Lease expense under these agreements for the year ended June 30, 2019 was \$1,472,564.

Future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	
2020	\$ 1,503,543
Total	<u>\$ 1,503,543</u>

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019**

NOTE 7 RELATED PARTY TRANSACTIONS

The School has a related party nonprofit organization named Making Waves Foundation, Inc. (MWF). MWF is contracted by the School for financial services and support as needed to the School. The contracted amount between MWF and the School is \$39,025.

The School received in-kind contributions of \$87,099 from MWF related to budgeting and forecasting.

The School also leases facilities from MWF (see Note 6)

NOTE 8 JOINT POWERS AGREEMENT

The School entered into a Joint Powers Agreement (JPA) known as the California Charter School Association Joint Powers Authority (CCSA-JPA): a self-insurance plan for workers' compensation, property/casualty, and school board liability insurance. The CCSA-JPA is governed by a board of five members, two of which represent member organizations. The board controls the operation of the CCSAJPA including selection of management and approval of operating budgets independent of any influence by the member organizations beyond their representation on the board. Each member organization pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionate to their participation in the CCSA-JPA. The CCSA-JPA is a 501(c) agency trust, which is audited by an independent accounting firm.

NOTE 9 CONDITIONAL PROMISE TO GIVE

The School has a conditional promise to give from the Phoebe Snow Foundation, Inc. which has legally and irrevocably committed \$25 million for the purpose of supplementing the School's operating and capital needs to the extent where these funds cannot be raised elsewhere. This commitment is for five years of the School's operations beginning with the 2018 fiscal year. The School did not receive any amounts under this conditional promise to give for the year ended June 30, 2019.

NOTE 10 CONTINGENCIES

The School has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement would not be material.

The School is subject to a claim that arose in the ordinary course of business. This claim has been forwarded to the School's insurance provider and legal counsel has been retained. After the fiscal year end, but prior to the release of these financial statements, this case was settled. The School expects the settlement to be fully covered by its insurance policies and therefore no loss has been accrued.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019**

NOTE 11 FUNCTIONALIZED EXPENSES

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function(s). Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages, pension expense, other employee benefits, payroll taxes, other fees for services, office expenses, printing and postage, information technology, and other expenses, which are allocated on the basis of estimates of time and effort.

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Subject to Revision

SUPPLEMENTARY INFORMATION

- Tentative Report
For Discussion Purposes Only
Subject to Revision

**MAKING WAVES ACADEMY
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
YEAR ENDED JUNE 30, 2019**

Making Waves Academy (the School) was approved by the Contra Costa County Board of Education for a five-year charter and was approved as a public charter school by the State of California Department of Education on May 9, 2007 (charter #868). On February 15, 2017, the Contra Costa County Board of Education renewed the School's charter through June 30, 2022.

The Board of Directors and the Administrator as of the year ended June 30, 2019 were as follows:

BOARD OF DIRECTORS

<u>Member</u>	<u>Office</u>	<u>Term Expires (3 year term)</u>
Alicia Klein	President	December 31, 2021
Daryle Morgan	Director	December 31, 2019
Esther Hugo	Director	December 31, 2021
Maricela Navarro	Director	December 31, 2019
Chad Eatinger	Director	December 13, 2020
Burak Gursel	Director	December 13, 2020
Jessica Wind	Director	December 13, 2020
Margaret Watson	Director	December 31, 2020

ADMINISTRATOR

Alton B. Nelson, Jr. Chief Executive Officer

**MAKING WAVES ACADEMY
SCHEDULE OF INSTRUCTIONAL TIME
YEAR ENDED JUNE 30, 2019**

	Instructional Minutes		Traditional	Status
	Requirement	Actual	Calendar Days	
Grade 5	54,000	65,905	175	In compliance
Grade 6	54,000	65,905	175	In compliance
Grade 7	54,000	65,905	175	In compliance
Grade 8	54,800	65,905	175	In compliance
Grade 9	64,800	65,815	175	In compliance
Grade 10	64,800	65,815	175	In compliance
Grade 11	64,800	65,815	175	In compliance
Grade 12	64,800	65,815	175	In compliance

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See accompanying Notes to Supplementary Information

**MAKING WAVES ACADEMY
SCHEDULE OF AVERAGE DAILY ATTENDANCE
YEAR ENDED JUNE 30, 2019**

	Second Period Report		Annual Report	
	Classroom		Classroom	
	Based	Total	Based	Total
Grades 4-6	321.29	321.29	321.78	321.78
Grades 7-8	214.48	214.48	214.49	214.49
Grades 9-12	363.30	363.30	363.86	363.86
ADA Totals	<u>899.07</u>	<u>899.07</u>	<u>900.13</u>	<u>900.13</u>

*Tentative Report
For Discussion Purposes Only
Subject to Revision*

See accompanying Notes to Supplementary Information

**MAKING WAVES ACADEMY
RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH
AUDITED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2019**

There were no reclassifications or adjustments for the year ended June 30, 2019.

- Tentative Report
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See accompanying Notes to Supplementary Information

**MAKING WAVES ACADEMY
WCCUSD MEASURE G PARCEL TAX REVENUE AND EXPENSES
YEAR ENDED JUNE 30, 2019**

The Measure “G” was authorized by an election of the registered voters of West Contra Costa Unified School District (WCCUSD). Measure “G” was approved to protect core academics – reading, writing, math, and science, attract and retain qualified teachers, prepare students for college and workforce, provide smaller class sizes for the youngest children, provide classroom computers and technology, improve safety on and around campuses, support after-school programs to keep kids away from gangs and drugs, support science laboratories, materials and activities, and support libraries for WCCUSD and its sponsored charter schools by collecting taxes of 7.2 cents per square foot of total building area on each parcel of taxable real property with the District or a tax of \$7.00 per unimproved parcel of taxable real property.

	<u>Year Ended June 30, 2017</u>	<u>Year Ended June 30, 2018</u>	<u>Year Ended June 30, 2019</u>
REVENUES			
Program Revenue	<u>\$ 110,805</u>	<u>\$ 110,185</u>	<u>\$ 193,208</u>
Total Revenues	<u>110,805</u>	<u>110,185</u>	<u>193,208</u>
EXPENSES			
Salaries and Wages	110,805	88,831	172,911
Other Employee Benefits	-	21,354	20,297
Information Technology Supplies	-	-	-
Total Expenses	<u>110,805</u>	<u>110,185</u>	<u>193,208</u>
EXCESS OF REVENUE OVER EXPENSES	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

The charter school spent these funds on salaries, wages, and other employee benefits to improve safety on and around campus.

**MAKING WAVES ACADEMY
NOTES TO SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2019**

PURPOSE OF SCHEDULES

NOTE 1 SCHEDULE OF INSTRUCTIONAL TIME

This schedule presents information on the amount of instructional time offered by the School and whether the School complied with the provisions of California Education Code.

NOTE 2 SCHEDULE OF AVERAGE DAILY ATTENDANCE

Average daily attendance is a measurement of the number of pupils attending classes of the School. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels.

NOTE 3 RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS

This schedule provides the information necessary to reconcile the net assets of the charter schools as reported on the Annual Financial Report form to the audited financial statements.

NOTE 4 WCCUSD MEASURE G PARCEL TAX REVENUE AND EXPENSES

This schedule provides the revenues and expenditures for Measure G Parcel Tax for the past three years.



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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors
Making Waves Academy
Richmond, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Making Waves Academy (the School), a nonprofit California public benefit corporation, which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, cash flows, and functional expenses for the year then ended, the related notes to the financial statements, and have issued our report thereon dated REPORT DATE.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
Making Waves Academy

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

Glendora, California
REPORT DATE



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INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Directors
 Making Waves Academy
 Richmond, California

We have audited Making Waves Academy's (the School) compliance with the types of compliance requirements described in the *2018-2019 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel for the year ended June 30, 2019. The School's state compliance requirements are identified in the table below.

Management's Responsibility

Management is responsible for the compliance with the state laws and regulations as identified below.

Auditor's Responsibility

Our responsibility is to express an opinion on the School's compliance based on our audit of the types of compliance requirements referred to below. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2018-2019 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the specific areas listed below has occurred. An audit includes examining, on a test basis, evidence about the School's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on state compliance. Our audit does not provide a legal determination of the School's compliance.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the School's compliance with the laws and regulations applicable to the following items:

<u>Description</u>	<u>Procedures Performed</u>
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	Not applicable
After School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes

Board of Directors
 Making Waves Academy

<u>Description</u>	<u>Procedures Performed</u>
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not applicable
Charter Schools:	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-based instructional/independent study	Not applicable
Determination of funding for nonclassroom-based instruction	Not applicable
Annual instructional minutes – classroom based	Yes
Charter School Facility Grant Program	Yes

Opinion on State Compliance

In our opinion, the School complied with the laws and regulations of the state programs referred to above in all material respects for the year ended June 30, 2019.

Purpose of this Report

The purpose of this report on state compliance is solely to describe the results of testing based on the requirements of the *2018-2019 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

Glendora, California
 REPORT DATE

**MAKING WAVES ACADEMY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED JUNE 30, 2019**

All audit findings must be identified as one or more of the following categories:

<u>Five Digit Code</u>	<u>Finding Types</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Program
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards* or the *2018-2019 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel.

- Tentative Report
For Discussion Purposes Only
Subject to Revisions

**MAKING WAVES ACADEMY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2019**

There were no findings and questioned costs related to the basic financial statements or state awards for June 30, 2018.

- Tentative Report
For Discussion Purposes Only
Subject to Revision

Coversheet

Vendor Invoices (August - October 2019)

Section: IV. Action Items
Item: H. Vendor Invoices (August - October 2019)
Purpose: Vote
Submitted by: Hung Mai
Related Material: Bill Payment List - Aug 2019-Oct 2019.pdf

BACKGROUND:

This is the routine vendor payments from August to October 2019.

RECOMMENDATION:

Review and approve vendor payments from August to October 2019. Fiscal Impact: \$2,847,825

Making Waves Academy				
Bill Payment List				
August 2019 - October 2019				
Date	Num	Vendor	Amount	Descriptions
8/19/2019	14241	4Imprint	\$ 2,268.11	Marketing Materials
9/16/2019	14361	4Site Interactive Studios, Inc	\$ 787.50	IT Contracted Services
10/7/2019	14420	4Site Interactive Studios, Inc	\$ 1,462.50	IT Contracted Services
8/12/2019	14203	501(c) Agencies Trust	\$ 16,798.99	Unemployment Insurance
10/21/2019	14461	501(c) Agencies Trust	\$ 16,798.99	Unemployment Insurance
8/12/2019	14204	Accrediting Commission for Schools, WASC	\$ 1,070.00	Membership Due
9/3/2019	14284	Active Network	\$ 1,154.00	Contracted Services
9/16/2019	14362	Active Network	\$ 225.00	Contracted Services
9/23/2019	14380	Ajilon	\$ 2,364.30	Contract Services
10/7/2019	14421	Ajilon	\$ 4,856.40	Contract Services
10/15/2019	14443	Ajilon	\$ 1,501.65	Contract Services
8/12/2019	14205	Alliant International University	\$ 1,779.90	Staff Tuition Fee
9/9/2019	14319	Altura Communication Solutions, LLC	\$ 240.00	IT Contracted Services
8/12/2019	14206	Ameriflex LLC	\$ 128.00	FSA Administrative Fee
10/7/2019	14422	Ameriflex LLC	\$ 124.00	FSA Administrative Fee
8/26/2019	14265	AP Exams	\$ 85.00	College Entrance Exams
10/21/2019	14462	AP Exams	\$ 300.00	College Entrance Exams
8/26/2019	14266	Apex Learning Inc.	\$ 750.00	Online Learning
9/9/2019	14320	Argueta, Barry	\$ 802.56	Coach Payment
10/11/2019		Arthur J. Gallagher & Co.	\$ 2,231.00	Student Accident Insurance
9/3/2019	14285	Associated Valuation Services, Inc.	\$ 1,559.00	Contracted Services
8/19/2019	14242	AT&T	\$ 6.15	Telephone
8/5/2019	14175	AT&T CALNET	\$ 338.44	Utility
8/12/2019	14207	AT&T CALNET	\$ 228.77	Utility
8/26/2019	14267	AT&T CALNET	\$ 168.79	Utility
9/3/2019	14286	AT&T CALNET	\$ 514.61	Utility
9/23/2019	14381	AT&T CALNET	\$ 560.75	Utility
10/21/2019	14463	AT&T CALNET	\$ 524.63	Utility
8/2/2019	Auth.net 082019	Authorize.Net	\$ 25.00	Credit Card Processing Fee (Donation)

Making Waves Academy				
Bill Payment List				
August 2019 - October 2019				
Date	Num	Vendor	Amount	Descriptions
9/4/2019	Auth.net092019	Authorize.Net	\$ 25.00	Credit Card Processing Fee (Donation)
10/2/2019	Auth.net 10.19	Authorize.Net	\$ 25.00	Credit Card Processing Fee (Donation)
9/16/2019	ACH091619	Axis Talent Partners LLC C/O DBooks LLC	\$ 17,500.00	Contract Services
9/16/2019	14363	Bay Area Charters	\$ 772.00	Transportation for Field Trip and Sport
9/30/2019	14400	Bay Area Charters	\$ 29,324.02	Transportation for Field Trip and Sport
10/21/2019	14464	Bay Area Charters	\$ 5,643.00	Transportation for Field Trip and Sport
10/28/2019	14511	Bay Area Charters	\$ 8,120.00	Transportation for Field Trip and Sport
9/23/2019	14382	Bayside Press	\$ 6,146.00	Printing and Production
10/21/2019	14465	Bayside Press	\$ 515.83	Printing and Production
8/12/2019	14208	Blue Chip Tees	\$ 2,620.88	Supplies
8/19/2019	14243	Blue Sky Sports	\$ 345.58	School Supplies
8/26/2019	14268	Blue Sky Sports	\$ 2,340.16	School Supplies
9/30/2019	14401	Blue Sky Sports	\$ 344.45	School Supplies
9/23/2019	14383	California Autism Foundation	\$ 150.00	Contracted Services
8/12/2019	14209	California Choice Benefit Administrators	\$ 110,907.99	Health Insurance
9/9/2019	14321	California Choice Benefit Administrators	\$ 130,360.96	Health Insurance
10/7/2019	14423	California Choice Benefit Administrators	\$ 118,211.60	Health Insurance
8/5/2019	14179	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
8/5/2019	14177	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
8/5/2019	14182	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
8/5/2019	14184	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
8/5/2019	14178	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
8/5/2019	14180	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
8/5/2019	14183	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
8/5/2019	14181	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
8/5/2019	14176	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/9/2019	14323	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/9/2019	14324	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/9/2019	14322	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services

Making Waves Academy**Bill Payment List****August 2019 - October 2019**

Date	Num	Vendor	Amount	Descriptions
10/28/2019	14492	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
8/12/2019	14210	California Janitorial Supply Corp.	\$ 2,492.36	Janitorial Supplies
8/26/2019	14269	California Janitorial Supply Corp.	\$ 2,108.94	Janitorial Supplies
9/3/2019	14287	California Janitorial Supply Corp.	\$ 2,136.58	Janitorial Supplies
9/9/2019	14325	California Janitorial Supply Corp.	\$ 214.09	Janitorial Supplies
9/23/2019	14384	California Janitorial Supply Corp.	\$ 2,567.10	Janitorial Supplies
10/15/2019	14444	California Janitorial Supply Corp.	\$ 1,283.55	Janitorial Supplies
10/21/2019	14466	California Janitorial Supply Corp.	\$ 1,283.55	Janitorial Supplies
8/12/2019	14211	Canon Financial Services, Inc.	\$ 6,594.95	Copier Lease
9/9/2019	14326	Canon Financial Services, Inc.	\$ 6,594.95	Copier Lease
10/28/2019	14493	Canon Financial Services, Inc.	\$ 11,136.72	Copier Lease
9/3/2019	14288	CASBO	\$ 1,000.00	Membership Dues
8/5/2019	14185	CDW Government	\$ 33,131.38	IT Supplies
9/3/2019	14289	CDW Government	\$ 266,242.25	IT Supplies
9/3/2019	14290	CDW Government	\$ 825.93	IT Supplies
9/23/2019	14385	CDW Government	\$ 5,922.80	IT Supplies
10/7/2019	14424	CDW Government	\$ 9,498.71	IT Supplies
10/15/2019	14445	CDW Government	\$ 11,125.00	IT Supplies
8/19/2019	14244	Cengage Learning	\$ 2,848.58	Book Supplies
8/26/2019	14270	Cengage Learning	\$ 936.07	Book Supplies
10/28/2019	14494	Cengage Learning	\$ 2,422.41	Book Supplies
8/12/2019	14212	Charter Safe	\$ 24,830.00	Liability and Worker Comp Insurance
9/3/2019	14291	Charter Safe	\$ 24,830.00	Liability and Worker Comp Insurance
10/7/2019	14425	Charter Safe	\$ 24,829.00	Liability and Worker Comp Insurance
9/9/2019	14327	Charter School Dvlpt Center	\$ 2,760.00	Membership Due
8/28/2019		Chase	\$ 64,138.61	Credit Card Payment
9/26/2019		Chase	\$ 37,397.66	Credit Card Payment
10/29/2019		Chase	\$ 56,136.96	Credit Card Payment
10/21/2019	14467	CIF State Office	\$ 317.89	Contracted Services

Making Waves Academy				
Bill Payment List				
August 2019 - October 2019				
Date	Num	Vendor	Amount	Descriptions
9/9/2019	14328	City of Pinole	\$ 280.00	Facility Rental Fee
8/19/2019	14245	City of Richmond	\$ 3,835.50	Additional Sport Facilities Use Fees
9/30/2019	14402	City of Richmond	\$ 247.00	Additional Sport Facilities Use Fees
9/9/2019	14329	City of Richmond - Fire Prevention Services	\$ 608.00	Contract Services
9/3/2019	14292	CliftonLarsonAllen LLP	\$ 4,000.00	Legal Fees
8/12/2019	14213	Colonial Life	\$ 397.16	Health Insurance
9/16/2019	14364	Colonial Life	\$ 397.16	Health Insurance
10/28/2019	14496	Colonial Life	\$ 397.16	Health Insurance
8/12/2019	14214	Comcast	\$ 2,100.38	Internet Provider
9/9/2019	14330	Comcast	\$ 5,307.27	Internet Provider
10/7/2019	14426	Comcast	\$ 3,200.00	Internet Provider
8/5/2019	14186	Comet Building Maintenance	\$ 1,491.00	Repairs and Maintenance - Building
8/19/2019	14246	Commerce Printing Services	\$ 960.03	Book Supplies
8/19/2019	14247	Concur Technologies, Inc.	\$ 573.12	IT Contracted Services
9/16/2019	14365	Concur Technologies, Inc.	\$ 573.12	IT Contracted Services
10/7/2019	14427	Concur Technologies, Inc.	\$ 573.12	IT Contracted Services
9/3/2019	14293	Contra Costa Co Office of Ed	\$ 1,500.00	Teacher Induction
9/16/2019	14366	Contra Costa Health Services	\$ 1,150.00	Contracted Services
8/12/2019	14215	Corodata	\$ 63.49	Storage Fee
9/16/2019	14367	Corodata	\$ 44.31	Storage Fee
10/15/2019	14446	Corodata	\$ 44.31	Storage Fee
8/19/2019	14248	Department of Justice	\$ 102.00	Staff Recruitment
10/21/2019	14468	Department of Justice	\$ 238.00	Staff Recruitment
10/15/2019	14447	Dialink Corporation	\$ 3,049.57	IT Contracted Services
8/12/2019	14216	DMV Renewal	\$ 251.00	Membership Due
9/3/2019	14294	DMV Renewal	\$ 417.00	Membership Due
10/7/2019	14428	Document Tracking Services	\$ 1,923.48	IT Contracted Services
9/16/2019	14368	Drago-Ferguson, Maria	\$ 1,632.75	Spanish Translator
8/5/2019	14187	EBMUD	\$ 9.75	Utility

Making Waves Academy				
Bill Payment List				
August 2019 - October 2019				
Date	Num	Vendor	Amount	Descriptions
8/26/2019	14271	EBMUD	\$ 715.10	Utility
9/3/2019	14295	EBMUD	\$ 1,167.60	Utility
10/28/2019	14512	EBMUD	\$ 13,999.17	Utility
10/28/2019	14497	Ecolab Food Safety Specialties	\$ 1,101.63	Supplies
8/19/2019	14249	Ecolab Inc.	\$ 748.32	Supplies
10/28/2019	14498	Ecolab Inc.	\$ 1,037.02	Supplies
9/23/2019	14386	EdTec Inc	\$ 325.00	School Attendance Service
9/23/2019	14392	Evocate dba Ready Talk	\$ 23.12	IT Contracted Services
10/21/2019	14469	Evocate dba Ready Talk	\$ 23.12	IT Contracted Services
8/26/2019	14272	Fastrak	\$ 31.00	Toll
9/30/2019	14403	Fastrak	\$ 31.00	Toll
8/12/2019	14217	Frugé Psychological Assoc Inc	\$ 56,531.00	Psychologist
9/9/2019	14331	Frugé Psychological Assoc Inc	\$ 34,470.00	Psychologist
10/7/2019	14429	Frugé Psychological Assoc Inc	\$ 34,470.00	Psychologist
10/15/2019	14448	Gaggle	\$ 8,742.50	IT Contracted Services
8/19/2019	14250	Hapara Inc.	\$ 4,952.50	IT Contracted Services
9/3/2019	14296	Harry Tenna & Assoc. Inc DBA Edclick	\$ 1,763.30	Student Information & Assessment
8/19/2019	14251	Health Education Services	\$ 8,628.34	Contract Services
9/3/2019	14297	Houghton Mifflin Harcourt Publishing Co.	\$ 5,735.63	Book Supplies
8/5/2019	14188	Impact Science Education Inc.	\$ 27,179.00	Book Supplies
8/26/2019	14273	Instructure, Inc.	\$ 3,500.00	Professional Development
9/3/2019	14298	Interaction Associates, Inc	\$ 27,963.19	Professional Development
10/7/2019	14430	Interaction Associates, Inc	\$ 13,744.81	Professional Development
8/5/2019	14189	Jostens	\$ 1,328.08	Graduation Supplies
10/15/2019	14449	Jostens	\$ 29.58	Graduation Supplies
10/15/2019	14450	King, Steven	\$ 473.64	Reimbursement
9/23/2019	14387	Kiwanis Club of Pittsburg	\$ 135.00	Membership Dues
9/3/2019	14299	Kone Inc	\$ 1,697.03	Repairs and Maintenance - Building
9/3/2019	14300	Kronos	\$ 2,446.93	Payroll system

Making Waves Academy				
Bill Payment List				
August 2019 - October 2019				
Date	Num	Vendor	Amount	Descriptions
9/9/2019	14332	Kronos	\$ 738.06	Payroll system
9/23/2019	14388	Kronos	\$ 2,673.63	Payroll system
9/16/2019	14369	Lapasova, Iroda	\$ 20.00	Reimbursement
8/5/2019	14190	Law Offices of Young, Minney & Corr, LLP	\$ 1,775.55	Legal Fees
9/9/2019	14333	Law Offices of Young, Minney & Corr, LLP	\$ 1,110.07	Legal Fees
10/7/2019	14431	Law Offices of Young, Minney & Corr, LLP	\$ 2,071.00	Legal Fees
8/12/2019	14218	LBM, Business Services Inc.	\$ 1,350.00	E-Rate
9/3/2019	14301	LBM, Business Services Inc.	\$ 1,350.00	E-Rate
10/1/2019	14404	LBM, Business Services Inc.	\$ 1,350.00	E-Rate
9/30/2019	14405	Leslie Ceramic & Crafts Supply	\$ 573.04	School Supplies
10/28/2019	14500	Leslie Ceramic & Crafts Supply	\$ 263.33	School Supplies
8/26/2019	14274	LifeSaver CPR	\$ 4,200.00	Contracted Services
8/12/2019	14219	Linde Group	\$ 5,374.00	IT Support
9/9/2019	14334	Linde Group	\$ 1,979.50	IT Support
10/7/2019	14432	Linde Group	\$ 8,559.50	IT Support
8/5/2019	14191	Making Waves Foundation, Inc.	\$ 124,318.00	School Lease
9/3/2019	14302	Making Waves Foundation, Inc.	\$ 124,562.02	School Lease
10/1/2019	14406	Making Waves Foundation, Inc.	\$ 124,318.00	School Lease
9/3/2019	14303	Maxim Healthcare Services, Inc.	\$ 1,577.50	Contracted Services for Nurse On-Site
9/9/2019	14335	Maxim Healthcare Services, Inc.	\$ 1,896.75	Contracted Services for Nurse On-Site
9/16/2019	14370	Maxim Healthcare Services, Inc.	\$ 1,495.50	Contracted Services for Nurse On-Site
9/30/2019	14407	Maxim Healthcare Services, Inc.	\$ 1,853.00	Contracted Services for Nurse On-Site
10/15/2019	14451	Maxim Healthcare Services, Inc.	\$ 4,153.00	Contracted Services for Nurse On-Site
10/21/2019	14470	Maxim Healthcare Services, Inc.	\$ 1,824.50	Contracted Services for Nurse On-Site
10/28/2019	14502	Maxim Healthcare Services, Inc.	\$ 1,125.00	Contracted Services for Nurse On-Site
9/3/2019	14318	Mazza, Jesse	\$ 1,665.00	Coach Payment
8/26/2019	14275	McGraw-Hill School Education Holding, LLC	\$ 4,977.71	Book Supplies
9/3/2019	14304	McGraw-Hill School Education Holding, LLC	\$ 13,291.58	Book Supplies
9/9/2019	14336	McKinleyville High School	\$ 375.00	Membership Dues

Making Waves Academy				
Bill Payment List				
August 2019 - October 2019				
Date	Num	Vendor	Amount	Descriptions
9/16/2019	14371	Michael's Transportation Service Inc.	\$ 47,660.00	School Bus
10/15/2019	14452	Michael's Transportation Service Inc.	\$ 31,460.00	School Bus
10/21/2019	14471	Michael's Transportation Service Inc.	\$ 28,600.00	School Bus
8/12/2019	14220	Minuteman Press	\$ 119.03	Office Supplies
9/30/2019	14408	Minuteman Press	\$ 993.24	Office Supplies
10/7/2019	14433	Minuteman Press	\$ 194.55	Office Supplies
8/19/2019	14252	NAACP	\$ 750.00	Membership Dues
8/26/2019	14276	NAFSCE	\$ 75.00	Membership Dues
8/12/2019	14221	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
9/9/2019	14337	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
9/9/2019	14338	NCSADA	\$ 30.00	Professional Development
10/7/2019	14434	Nelson	\$ 2,217.72	Staff Recruitment
10/15/2019	14453	Nelson	\$ 2,182.72	Staff Recruitment
10/21/2019	14472	Nelson	\$ 2,728.40	Staff Recruitment
10/28/2019	14503	Nelson	\$ 2,182.72	Staff Recruitment
9/23/2019	14389	Newsela Inc	\$ 6,825.00	IT Contracted Services
8/5/2019	14192	Nob Hill Catering Inc	\$ 3,571.00	Student Food
9/3/2019	14305	Nob Hill Catering Inc	\$ 24,854.15	Student Food
10/7/2019	14435	Nob Hill Catering Inc	\$ 51,120.45	Student Food
9/9/2019	14339	North Coast Section CIF	\$ 972.00	School Supplies
8/5/2019	14193	Office Depot	\$ 23,847.54	Office Supplies
8/12/2019	14222	Office Depot	\$ 2,360.90	Office Supplies
8/19/2019	14253	Office Depot	\$ 5,838.65	Office Supplies
9/3/2019	14306	Office Depot	\$ 12,078.15	Office Supplies
9/9/2019	14340	Office Depot	\$ 1,032.32	Office Supplies
9/16/2019	14372	Office Depot	\$ 79.24	Office Supplies
9/23/2019	14390	Office Depot	\$ 4,676.24	Office Supplies
9/30/2019	14409	Office Depot	\$ 1,445.24	Office Supplies
10/7/2019	14436	Office Depot	\$ 1,797.57	Office Supplies

Making Waves Academy				
Bill Payment List				
August 2019 - October 2019				
Date	Num	Vendor	Amount	Descriptions
10/15/2019	14454	Office Depot	\$ 980.24	Office Supplies
10/21/2019	14473	Office Depot	\$ 4,535.24	Office Supplies
8/5/2019	14194	OfficeTeam	\$ 6,534.00	Contracted Services
9/9/2019	14341	OfficeTeam	\$ 7,234.92	Contracted Services
8/26/2019	14277	Open Up Resources	\$ 17,399.19	Professional Development
8/19/2019	14254	Orkin Pest Control	\$ 445.00	Building Repairs/Maintenance
9/3/2019	14307	Orkin Pest Control	\$ 445.00	Building Repairs/Maintenance
9/30/2019	14410	Orkin Pest Control	\$ 445.00	Building Repairs/Maintenance
8/5/2019	14202	Pacheco's Cleaning Service	\$ 29,430.00	Janitorial Services
8/26/2019	14278	Pacheco's Cleaning Service	\$ 45,727.00	Janitorial Services
9/30/2019	14411	Pacheco's Cleaning Service	\$ 44,167.00	Janitorial Services
10/28/2019	14504	Pacheco's Cleaning Service	\$ 44,167.00	Janitorial Services
8/5/2019	14195	PG & E - 0911653377-0	\$ 2,710.88	Utility
9/3/2019	14308	PG & E - 0911653377-0	\$ 4,363.40	Utility
10/7/2019	14437	PG & E - 0911653377-0	\$ 4,688.17	Utility
10/7/2019	14438	PG & E - 1229161920-8	\$ 10,922.10	Utility
9/30/2019	14412	PG & E - 2538827590-8	\$ 15,169.84	Utility
10/28/2019	14505	PG & E - 2538827590-8	\$ 10,464.82	Utility
8/5/2019	14196	PG & E - 3564917431-1	\$ 38.89	Utility
9/3/2019	14309	PG & E - 3564917431-1	\$ 442.58	Utility
8/5/2019	14197	PG & E - 5344744823-3	\$ 281.72	Utility
9/3/2019	14310	PG & E - 5344744823-3	\$ 2,868.93	Utility
9/30/2019	14413	PG & E - 5344744823-3	\$ 1,134.32	Utility
8/5/2019	14198	PG & E - 6293019192-9	\$ 6,162.25	Utility
9/3/2019	14311	PG & E - 6293019192-9	\$ 495.84	Utility
9/30/2019	14414	PG & E - 6293019192-9	\$ 286.56	Utility
9/9/2019	14342	Pitney Bowes Inc	\$ 1,738.67	Equipment Leases and Rentals
10/28/2019	14506	Playworks	\$ 1,500.00	Professional Development
8/12/2019	14223	PLIC - SBD GRAND ISLAND	\$ 16,258.22	Health Insurance

Making Waves Academy				
Bill Payment List				
August 2019 - October 2019				
Date	Num	Vendor	Amount	Descriptions
9/3/2019	14312	PLIC - SBD GRAND ISLAND	\$ 24,255.93	Health Insurance
10/7/2019	14439	PLIC - SBD GRAND ISLAND	\$ 13,898.45	Health Insurance
9/9/2019	14343	Precision Wireless Service	\$ 8,724.28	IT Supplies
8/19/2019	14255	Purchase Power - Pitney Bowes	\$ 200.00	Postage
9/23/2019	14391	Purchase Power - Pitney Bowes	\$ 3,000.00	Postage
10/21/2019	14474	Purchase Power - Pitney Bowes	\$ 1,000.00	Postage
10/21/2019	14475	Quezada, Jessica	\$ 350.00	Contract Services
9/3/2019	14313	ReadyRefresh by Nestle	\$ 1,085.84	Drinking Water Supplies
9/23/2019	14393	ReadyRefresh by Nestle	\$ 47.12	Drinking Water Supplies
10/28/2019	14507	ReadyRefresh by Nestle	\$ 229.93	Drinking Water Supplies
9/23/2019	14394	Renaissance Learning, Inc.	\$ 13,874.00	IT Contracted Services
9/30/2019	14415	Renaissance Learning, Inc.	\$ 324.00	IT Contracted Services
8/12/2019	14224	Republic Services #851	\$ 2,933.91	Waste Management
8/19/2019	14256	Republic Services #851	\$ 51.67	Waste Management
9/9/2019	14344	Republic Services #851	\$ 2,675.58	Waste Management
10/7/2019	14440	Republic Services #851	\$ 2,675.58	Waste Management
9/23/2019	14395	Revolution Prep, LLC	\$ 2,370.00	IT Contracted Services
8/12/2019	14225	RTF Edu Enterprises, Inc.	\$ 19,099.82	Interventionist
8/19/2019	14257	RTF Edu Enterprises, Inc.	\$ 4,659.09	Interventionist
9/9/2019	14345	RTF Edu Enterprises, Inc.	\$ 17,819.42	Interventionist
10/15/2019	14455	RTF Edu Enterprises, Inc.	\$ 21,779.08	Interventionist
8/26/2019	14279	Saavedra, Jorge	\$ 1,900.00	Psychologist
9/30/2019	14416	Sacramento County Office of Education	\$ 125.00	National History Day Registration Fee
8/19/2019	14258	Sage Intacct, Inc.	\$ 2,659.24	Accounting Software
9/23/2019	14396	Samanage USA, Inc	\$ 15,048.00	IT Contracted Services
9/23/2019	14397	School Services of Ca Inc.	\$ 3,660.00	Membership Dues
8/12/2019	14226	SchoolMint Inc	\$ 4,000.00	IT Contracted Services
9/3/2019	14314	SchoolMint Inc	\$ 300.00	IT Contracted Services
9/16/2019	14373	SchoolMint Inc	\$ 5,222.22	IT Contracted Services

Making Waves Academy				
Bill Payment List				
August 2019 - October 2019				
Date	Num	Vendor	Amount	Descriptions
10/15/2019	14456	Shred-IT USA	\$ 71.69	Contract Services
8/12/2019	14227	Standard Insurance Company	\$ 577.26	Health Insurance
9/9/2019	14346	Standard Insurance Company	\$ 192.42	Health Insurance
10/7/2019	14441	Standard Insurance Company	\$ 192.42	Health Insurance
8/19/2019	14259	Starsports	\$ 3,899.90	School Supplies
9/30/2019	14417	Starsports	\$ 3,022.97	School Supplies
8/12/2019	14228	Sterling	\$ 265.00	Background Check
9/16/2019	14374	Sterling	\$ 410.00	Background Check
10/15/2019	14457	Sterling	\$ 580.00	Background Check
8/5/2019	14199	STS Education	\$ 8,080.19	IT Supplies
8/12/2019	14229	STS Education	\$ 17,693.35	IT Supplies
8/26/2019	14280	STS Education	\$ 1,824.00	IT Supplies
9/23/2019	14398	STS Education	\$ 31,251.48	IT Supplies
10/7/2019	14442	STS Education	\$ 229.43	IT Supplies
10/28/2019	14508	STS Education	\$ 54,615.00	IT Supplies
9/9/2019	14347	Swing Education, Inc	\$ 3,450.00	Substitutes Fee
9/16/2019	14375	Swing Education, Inc	\$ 6,750.00	Substitutes Fee
9/23/2019	14399	Swing Education, Inc	\$ 3,500.00	Substitutes Fee
9/30/2019	14418	Swing Education, Inc	\$ 1,200.00	Substitutes Fee
10/15/2019	14458	Swing Education, Inc	\$ 3,900.00	Substitutes Fee
10/28/2019	14509	Swing Education, Inc	\$ 13,200.00	Substitutes Fee
8/26/2019	14281	Texthelp Inc.	\$ 1,837.50	IT Contracted Services
8/12/2019	14230	The Achievement Network	\$ 19,355.00	IT Contracted Services
8/26/2019	14282	The Achievement Network	\$ 38,710.00	IT Contracted Services
9/30/2019	14419	The Achievement Network	\$ 19,355.00	IT Contracted Services
8/19/2019	14260	The College Board	\$ 22,214.64	Springboard Digital Learning
9/3/2019	14315	The College Board	\$ 11,344.84	Springboard Digital Learning
8/19/2019	14261	The HR Manager LLC	\$ 550.00	Contracted Services
10/21/2019	14476	The HR Manager LLC	\$ 2,220.18	Contracted Services

Making Waves Academy				
Bill Payment List				
August 2019 - October 2019				
Date	Num	Vendor	Amount	Descriptions
10/28/2019	14510	The Piras Group	\$ 4,387.50	Contracted Services
9/16/2019	14376	The Week Magazine	\$ 1,225.50	Membership Dues
8/26/2019	14283	Trojan Systems, Inc.	\$ 665.00	Fire Alarm System Monitoring
10/21/2019	14477	Trojan Systems, Inc.	\$ 235.00	Fire Alarm System Monitoring
8/5/2019	14200	Turnitin, LLC	\$ 1,937.00	IT Contracted Services
8/12/2019	14231	UnboundEd Learning Inc	\$ 2,450.00	Professional Development
8/5/2019	14201	UPS	\$ 7.43	Fees for Returning Items
8/19/2019	14262	UPS	\$ 3.67	Fees for Returning Items
8/19/2019	14263	Verizon Wireless	\$ 3,656.72	Telephone
9/16/2019	14377	Verizon Wireless	\$ 2,515.12	Telephone
10/21/2019	14478	Verizon Wireless	\$ 3,547.71	Telephone
8/12/2019	14232	Vision Service Plan	\$ 2,920.23	Health Insurance
9/16/2019	14378	Vision Service Plan	\$ 1,518.27	Health Insurance
10/15/2019	14459	Vision Service Plan	\$ 1,567.30	Health Insurance
9/3/2019	14316	Wei, Wallace	\$ 113.10	Staff Reimbursement
9/3/2019	14317	West Interactive Services Corporation	\$ 2,520.00	IT Contracted Services
8/12/2019	14233	WestEd	\$ 999.80	School Supplies
9/16/2019	14379	Zamora, Vicente	\$ 1,500.00	Contracted Services
10/15/2019	14460	Zamora, Vicente	\$ 1,500.00	Contracted Services
		August 2019 - October 2019	\$ 2,847,825.47	
		August 2018 - October 2018	\$ 2,084,682.55	

Coversheet

Form J-13 Attendance Waiver

Section: IV. Action Items
Item: I. Form J-13 Attendance Waiver
Purpose: Vote
Submitted by: Hung Mai

Related Material:

Form J13A-Request For Allowance Of Attendance Due to Emergency Conditions.pdf

BACKGROUND:

Making Waves Academy closed the school on 10/28/2019 due to poor air quality caused by smoke from the Fire. We will file Form J-13A, Attendance Waiver, in order not to lose the instructional day and instructional minutes dollars.

RECOMMENDATION:

Review and approve Form J-13A Attendance Waiver.

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION A: REQUEST INFORMATION

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K-12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fg/aa/pa/13a.asp> for information regarding the completion of this form.

PART I: LOCAL EDUCATIONAL AGENCY (LEA)

LEA NAME: MAKING WAVES ACADEMY	COUNTY CODE: 7	DISTRICT CODE: 10074	CHARTER NUMBER (IF APPLICABLE): 868
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: ALTON B. NELSON, JR.	FISCAL YEAR: 2018-19		
ADDRESS: 4123 LAKESIDE DRIVE	COUNTY NAME: CONTRA COSTA		
CITY: RICHMOND	STATE: CA	ZIP CODE: 94806	
CONTACT NAME: HUNG MAI	PHONE: 510-243-5204	E-MAIL: HMAI@MWACADEMY.ORG	
TITLE: DIRECTOR OF FINANCE			

PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST (Choose only one LEA type):

<input type="checkbox"/> SCHOOL DISTRICT Choose one of the following: <input type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input checked="" type="checkbox"/> COUNTY OFFICE OF EDUCATION (COE) Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input checked="" type="checkbox"/> CHARTER SCHOOL
---	---	--

PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:

<input checked="" type="checkbox"/> SCHOOL CLOSURE: When one or more schools were closed because of conditions described in EC Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per EC Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to EC Section 46200, et seq. <input checked="" type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> MATERIAL DECREASE: When one or more schools were kept open but experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to EC Section 46392 and CCR, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of EC Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency. <input type="checkbox"/> There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.
<input type="checkbox"/> LOST OR DESTROYED ATTENDANCE RECORDS: When attendance records have been lost or destroyed as described in EC Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to EC Section 46391: <i>"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."</i>

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
 FORM J-13A, REVISED DECEMBER 2017

SECTION B: SCHOOL CLOSURE

PART I: NATURE OF EMERGENCY (Describe in detail.)

- Not Applicable (Proceed to Section C)
 Supplemental Page(s) Attached

MAKING WAVES ACADEMY CLOSED THE SCHOOL DUE TO POOR AIR QUALITY CAUSED BY SMOKE FROM FRIES IN SONOMA COUNTY.

PART II: SCHOOL INFORMATION (Use the supplemental Excel form at <https://www.cde.ca.gov/fg/aa/pa/r/13a.asp> if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built in Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested
MAKING WAVES ACADEMY	0114470	CHARTER	178	3	0	10/28/2019	10/28/2019	1

PART III: CLOSURE HISTORY (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No
MAKING WAVES ACADEMY	0114470	2014-15	12/11/2014-12/12/2014	RAIN, HIGH WINDS, POWER FAILURE, AND FLOODING	YES
MAKING WAVES ACADEMY	0114470	2017-18	10/11/2017-10/12/2017	POOR AIR QUALITY FROM SONOMA WILDFIRES	NO
MAKING WAVES ACADEMY	0114470	2018-19	11/16/2018-11/16/2018	POOR AIR QUALITY FROM CAMP FIRE	NO

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS

Not Applicable (Proceed to Section E)

PART I: PERIOD OF REQUEST The entire period covered by the lost or destroyed records commences with _____ up to and including _____.

PART II: CIRCUMSTANCES (Describe below circumstances and extent of records lost or destroyed.)

PART III: PROPOSAL (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

CALIFORNIA DEPARTMENT OF EDUCATION
REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS
FORM J-13A, REVISED DECEMBER 2017

SECTION E: AFFIDAVIT

PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS – All applicable sections below must be completed to process this J-13A request.
We, members constituting a majority of the governing board of MAKING WAVES ACADEMY, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

- ALICIA KLEIN
- BURAK GURSEL
- MARGARET WATSON
- DARYLE MORGAN
- ESTHER HUGO
- JESSICA LAUGHLIN
- MARICELA NAVARRO
- LAYLA NARANJO

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 12 day of DECEMBER 2019

Witness: ALICIA MALET KLEIN (Name) _____ Title: BOARD PRESIDENT of CONTRA COSTA County, California

PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER (Only applicable to charter school requests)

Superintendent (or designee): _____ (Name) _____ Authorizing LEA Name: CONTRA COSTA COUNTY OFF EDU
(Signature)

PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): _____ (Name) _____ (Signature)

Subscribed and sworn (or affirmed) before me, this _____ day of _____

Witness: _____ (Name) _____ Title: _____ of _____ County, California
(Signature)

COE contact/individual responsible for completing this section:

Name: _____ Title: _____ Phone: _____ E-mail: _____

The resources are available [here](#).
The articles included on this page are available for all visitors, regardless of client status, so please share this resource with your colleagues in neighboring districts who may be impacted by these events.

Given Governor Gavin Newsom's recent declaration of a state of emergency regarding the fires throughout the state and the continued threat of public safety power shutoffs (PSPS), School Services of California Inc. has compiled a page of useful articles, resources, and other information to assist local educational agencies in managing these events.

 BY SSC TEAM Copyright 2019 School Services of California, Inc. posted October 31, 2019

Fire and Emergency Related Resources Page Available Online

PUBLICATION DATE: NOVEMBER 1, 2019

NO 22

FISCAL REPORT

VOLUME 39

[Click Here for Fire and Emergency Related Resources](#)



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January 2019 February 2019 March 2019 April 2019 May 2019 June 2019 July 2019 August 2019 September 2019 October 2019

Archives
Utility Power Shutoffs
Visit Californians Grappling with Fires & TOMORROW: Governor Newsom to Support Easy Fire Response
California Secures Federal Assistance to Support Hill Fire Response
California Secures Federal Assistance to Support Response to 46 and Hillside Fires

Recent News
California Secures Federal Assistance to Support Response to 46 and Hillside Fires
California Secures Federal Assistance to Support Hill Fire Response
Governor Newsom Announces California Wildfire Safety Advisory Board and California Catastrophe Response Council Members

"We are deploying every resource available, and are coordinating with numerous agencies as we continue to respond to these fires. It is critical that people in evacuation zones heed the warnings from officials and first responders, and have the local and state resources they need as we fight these fires," said Governor Newsom.

Earlier this week, the Governor secured Fire Management Assistance Grants to help ensure the availability of resources to fight the Kincaide and Tick fires and enable local, state and tribal agencies to recover eligible costs.

The Governor has also met with first responders, health officials, and residents of Napa, Geyserville, and Los Angeles this week, and held public briefings regarding the ongoing fire threats and the need to hold utilities accountable for the consequences of their decisions to shut off power for large portions of the state.

The Governor has also announced a \$75 Million Program for state and local governments to mitigate impacts of power shutoffs and unveil a series of new partnerships and new tools to help secure medically vulnerable populations during these events.

A copy of today's proclamation can be found here.

###

Published: Oct 27, 2019

Governor Newsom Declares Statewide Emergency Due to Fires, Extreme Weather Conditions

SACRAMENTO – Today, Governor Gavin Newsom declared a statewide emergency due to the effects of unprecedented high-wind events which have resulted in fires and evacuations across the state.

The Kincaide Fire in Sonoma County has burned more than 30,000 acres to date, and has led to the evacuation of almost 200,000 people and threatened hundreds of structures. The Tick Fire in Southern California has also destroyed structures, threatened homes and critical infrastructure, and caused the evacuation of tens of thousands of residents. As of today, there are over 3,000 local, state and federal personnel, including first responders, assisting with the Kincaide Fire alone.

California Secures Federal Assistance to Support Response to 46 and Hillside Fires
California Secures Federal Assistance to Support Hill Fire Response
Governor Newsom Announces California Wildfire Safety Advisory Board and California Catastrophe Response Council Members

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Coversheet

Fruge Psychological Associates Contract Addendum

Section: IV. Action Items
Item: J. Fruge Psychological Associates Contract Addendum
Purpose: Vote
Submitted by:
Related Material: MWA Contract Addendum_Redacted.pdf

CONTRACT ADDENDUM

I am writing to propose an addendum to the existing contract for mental health services between Making Waves Academy (MWA) and Frugé Psychological Associates, Inc. (FPA). Although educational and social work professionals in high school have shown a commendable effort to address mental health needs, they are clearly overwhelmed by the complexity, persistence, intractability, and growing psychiatric difficulties among Wave Makers. In order to appropriately manage psychiatric problems in academic settings, best practices for schools suggest that mental health services should be provided to at least ten percent (10%) of the student body. The high school has been around five percent (5%) short of this rule of thumb for at least the past three years. This urgent matter is now approaching a state of emergency, as Wave Makers are so preoccupied with mental health issues they are unable to access the unique educational opportunities offered by MWA.

Table 1
Upper School Waiting List

<i>Referral Source</i>	<i>Student Initial</i>	<i>Grade</i>	<i>Frequency Needed</i>	<i>Presenting Issue</i>	<i>Severity</i>
██████	██	10	1 x per week	Family Conflict	High
██████	██	12	1 x per week	Family Conflict	Medium
██████	██	10	1 x per week	Emotional Outbursts	Medium
██████	██	9	1- 2 x per week	Suicidal Ideation	High
██████	██	9	1 x per week	Family Conflict	Medium
██████	██	9	1 x per week	Family Conflict	Medium
██████	██	12	1-2 x per week	Isolation, Attendance	High
██████	██	10	1 x per week	Behavioral Difficulty	Medium
██████	██	10	1-2 x per week	Suicidal Ideation	High
██████	██	10	1 x per week	Behavioral Difficulty	Medium
██████	██	9	1 x per week	Behavioral Difficulty	Medium
██████	██	9	1 x per week	Adult Conflict	Medium
██████	██	9	1 x per week	Peer Conflict	Medium
██████	██	9	1 x per week	Emotional Outbursts	Medium
██████	██	9	1 x per week	Behavioral Difficulty	Medium
██████	██	9	1 x per week	Emotional Outbursts	Medium
██████	██	9	1 x per week	Peer Aggression	Medium
██████	██	9	1 x per week	Peer Aggression	Medium
██████	██	9	1 x per week	Peer Detachment	Medium
██████	██	9	1 x per week	Peer Detachment	Medium
██████	██	9	1 x per week	Peer Detachment	Medium
██████	██	9	1 x per week	Eating Disorder	High
██████	██	9	1-2 x per week	Family Trauma	High
██████	██	9	1 x per week	Emotional Outbursts	Medium
██████	██	9	1 x per week	Emotional Outbursts	Medium

MWA Mental Health Contract
Frugé Psychological Associates, Inc.

Page 2 of 2
November 16, 2019

The ramp up of mental health services at the beginning of the academic year is typically slow, as scheduling issues need to be sorted through while students are becoming accustomed to new routines and building structures. From August 21, 2019 to October 2, 2019, Wave Makers attended thirty-seven (37) of forty-one (41) scheduled appointments. Their attendance rate for mental health services is ninety percent (90%). Only two (2) youngsters are struggling to attend their psychotherapy appointments. [REDACTED] are addressing this issue of non-compliance with these students. The first psychotherapy group has already begun. Regrettably, the upper school Waiting List has reached a total of thirty (30) in a relatively short period of time. FPA clinicians have provided these students with approximately nineteen (19) hours of crisis services. Many Wave Makers on the Waiting List are subject to domestic violence, homelessness, family conflict and trauma along with parental abandonment.

Student challenges associated with the Waiting List manifest in a variety of ways at school including, but not limited to vandalism of school property, aggression and hostility toward peers and adults, emotional outbursts, suicidal ideation, homicidal thoughts, as well as opposition and defiance. The Medium to High Severity ratings of Waiting List cases indicate problems faced by these students require more focused and intense clinical intervention than what is offered through general Wellness Check-Ins provided by the school social worker. Also, [REDACTED] regularly scheduled counseling appointments are frequently interrupted by crises related to youth on the Waiting List. Complicating matters further, these students are progressively spending more time in the dean's office, because there is not enough support to deal with their mental health needs immediately, and transition them back to class quickly. It is humbly requested that slots for mental health services be increased from eighteen (18) to forty-five (45). The cost for this increase is \$98,280. Thanks for your understanding.

Signed on NOVEMBER 16, 2019, in the County of Alameda, California.

Respectfully submitted,



Shawn L. Frugé, Psy.D., QME
CEO of Frugé Psychological Associates, Inc.
Licensed Clinical & Forensic Psychologist

Coversheet

The Piras Group Coaching Contract

Section: IV. Action Items
Item: K. The Piras Group Coaching Contract
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: Proposal Coaching Exec Coaching Jan - June 2020.docx

BACKGROUND:

MWA is seeking executive coaching for leaders across the organization. After vetting different providers we would like to engage in a contract with the Piras Group to provide the services. The Piras group was not materially more or less in terms of cost but they do bring prior experience with MWA that is valuable to the coaching process.

RECOMMENDATION:

We recommend that the board approves the Piras Group proposal.



December 10, 2019

Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806

STATEMENT OF WORK
Coaching January – June 2020

Thank you for the opportunity to propose leadership coaching for members of your organization.

Fees/Pricing

Proposed executive coaching fees for your organization for the period January – June 2020 would be \$47,384.00

Summary

If this proposal meets your needs, please email me with your acceptance, or sign and email a copy of acceptance to me: tlenk@thepirasgroup.com

Thank you again for the opportunity. I will wait to hear about next steps.
With best regards,

Therese Lenk, Senior Consultant
for Janice Passarello, Trustee
The Piras Group, LLC

Accepted _____

Date _____

Visit us at:
www.thepirasgroup.com
call: 415 298 9714
email: tlenk@thepirasgroup.com

Therese Lenk
Senior Consultant
P.O. Box 972
Los Gatos, CA 95031

Coversheet

Center for Accessible Technology

Section: IV. Action Items
Item: M. Center for Accessible Technology
Purpose: Vote
Submitted by: Karen Snider
Related Material: SPED Master Contract CAT. 2019-20.pdf
Certificate CTA.pdf
MOU CTA.pdf
Center for Accessible Technology AI.pdf

BACKGROUND:

MWA seeks to partner with the Center for Accessible Technology for assistive technology services for special education students for the 2019-2020 AY. CAT has worked with more than 38 Bay Area School districts and over 200 individual schools to ensure that children with disabilities succeed in their educational goals. CAT provides direct service with students, training with teachers and aides and consultation with the IEP team on Assistive Technology. Their services will include: assistive technology assessments and evaluations, training or technical assistance for students, training or technical assistance for professionals, teachers and aides. As well as advice and recommendations on purchasing assistive technology hardware and software, selecting and adapting and customizing Assistive Technology devices.

RECOMMENDATION:

MWA anticipates limited assistive technology needs for the 2019-2020 AY as there are only a few students with IEPs receiving AT services. There may be students with IEPs in the future who require or parents who request assistive technology evaluations to determine if a student benefits or qualifies from assistive technology services and/or devices. Budget Impact: Assistive technology services are billed at a rate of \$140/hour. This rate will include professional development (special education and general education teachers), evaluations, and direct implementation of AT services. \$2500 in direct services + additional funds for requested AT evaluations. Total budget: >\$5,000 for 2019-2020 AY.

Nonpublic, Nonsectarian School/Agency Services

Master Contract

2019-2020

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA Making Waves Academy

Contract Year 2019-2020

 Nonpublic School
 ✓ Nonpublic Agency

Type of Contract:

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

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

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

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

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2019-2020

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: Center for Accessible Technology (CAT)

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract is entered into on July 1, 2019, between Making Waves Academy, hereinafter referred to as the local educational agency ("LEA"), a member of the El Dorado SELPA and CAT (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with nonpublic school placement until the date on which an IEP team meeting is convened, the IEP team determines that a nonpublic school placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian school/agency. All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider's license, certification and/or credential. A current copy of CONTRACTOR's nonpublic school/agency certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this contract is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded,

or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2019 to June 30, 2020 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. However, the parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2019. In the event the contract is not renegotiated by June 30th, an interim contract may be made available as mutually agreed upon for up to 90 days from July 1 of the new fiscal year. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each Individual Services Agreement and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT

This contract shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the nonpublic school or agency.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.

b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for nonpublic school/agencies. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract.

c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).

d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level

which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).

- f. "Parent" means:
- i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child's parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
 - iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the nonpublic school or agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Agreement" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including

supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic school and/or agency certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student’s record. Such log needs to record access to the student’s records by: (a) the student’s parent; (b) an individual to whom written consent has been executed by the student’s parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, “employees of LEA or CONTRACTOR” do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR’s successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification

shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

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

\$1,000,000 per occurrence

\$2,000,000 general aggregate

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

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

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

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

\$3,000,000 per occurrence

\$6,000,000 in General Aggregate.

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

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

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

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance may reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at

CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a Nonpublic Agency, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the nonpublic school or nonpublic agency consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student's

IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the nonpublic school. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All nonpublic school and nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*, and shall ensure that facilities are adequate to provide LEA students with an environment, which meets all pertinent health and safety regulations.

When CONTRACTOR is a nonpublic school, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and predictors and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the nonpublic school: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a nonpublic agency and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally

converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a licensed children's institution, all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. Licensed Children's Institution (LCI) CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a nonpublic school, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a nonpublic agency and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a nonpublic school, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a nonpublic school is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the nonpublic school shall develop a plan to assure appropriate coverage of students by first utilizing existing certificated staff. The nonpublic school and the LEA may agree to one 30 school day period per contract year where class size may be increased to assure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a nonpublic agency.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA’s extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students’ IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic school service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Day, New Year’s Day, Martin Luther King, Jr. Day, President’s Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a nonpublic agency, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student’s IEP and ISA. Unless otherwise specified in the LEA student’s ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student’s school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any nonpublic agency service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide all data related to any and all sections of this contract and requested by and in the format required by the LEA. It is understood that all nonpublic school and agencies shall utilize the LEA approved electronic IEP system for all IEP development and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a nonpublic school, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained annually in crisis intervention and emergency procedures as related to appropriate behavior management strategies. Training includes certification with an approved SELPA crisis intervention program. Evidence of such training to applicable or relevant staff shall be submitted to the LEA at the beginning of the school year and within six (6) days of any new hire as referenced above.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies **require** a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An

intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA and a manifestation IEP team meeting shall be scheduled. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension. CONTRACTOR shall notify and invite LEA representatives to the IEP team meeting where the manifestation determination will be made.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the nonpublic school; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term

of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The SELPA shall provide training for any NPS and NPA to assure access to the approved system. The NPS and/or NPA shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS, the NPS/NPA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a nonpublic school by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d)

and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s).

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For Nonpublic Agency services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a nonpublic school, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student’s school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit

to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days after CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA of the student's change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and student's discharge against professional advice from a Nonpublic Schools/Residential Treatment Center ("NPS/RTC").

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA.

CONTRACTOR providing services in the student's home as specified in the IEP shall assure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written, shall also be provided to the LEA.

41. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its nonpublic school as a condition of being placed in its residential facility.

If CONTRACTOR is a nonpublic, nonsectarian school that is owned, operated by, or associated with a residential treatment center (hereinafter referred to as “NPS/RTC”), CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., Cal. Code Regs., Title 2, section 60100 et seq. regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student’s IEPs.

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

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

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a nonpublic school, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

43. MONITORING

CONTRACTOR shall allow LEA representatives access to its facilities for periodic monitoring of each student’s instructional program and shall be invited to participate in the formal review of each student’s progress. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR’s site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA and CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the nonpublic school, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a nonpublic school, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as “FBI”) for CONTRACTOR’S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’S employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Clearance certification shall be submitted to the LEA.

The passage of AB 389 amends Education Code sections 44237 and 56366.1 as to the verification that the CONTRACTOR has received a successful criminal background check clearance and has enrolled in subsequent arrest notification service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Further this bill deletes the exemption for applicants possessing a valid California state teaching credential or who are currently licensed by another state agency that requires a criminal record summary, from submitting two (2) sets of fingerprints for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as

provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher’s scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a nonpublic school, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate’s (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. CALSTRS RETIREMENT REPORTING

CONTRACTOR shall identify to the LEA any employee (or the CONTRACTOR, if the CONTRACTOR is an individual) expected to perform services under this Agreement who is then-receiving CalSTRS benefits, and who may perform creditable service for the LEA as defined in Education Code 22119.5. Identification to the LEA shall include the individual’s full legal name and STRS and social security identification numbers. Before any services by the individual are provided, the CONTRACTOR shall provide to the LEA a signed written confirmation from the individual that

he/she is aware of the separation-from-service requirement and earnings limitations imposed by Education Code Sections 22714, 24114, 24116, 24214, 24214.5, and 24215. CONTRACTOR shall thereafter provide on a monthly basis to the LEA the actual amounts paid to the individual for services rendered under this Agreement, with the LEA responsible for reporting the individual's earnings to CalSTRS as required by law or regulation.

47. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

48. STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

49. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by nonpublic school or agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student’s school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

50. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

51. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a nonpublic school, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR’s facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

52. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student’s parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student’s parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician’s statement.

CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

53. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

54. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

55. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

56. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

57. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA

Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA in the LEA Procedures. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

58. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

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

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

59. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

60. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

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

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

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

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

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay

for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student’s absence, as specified in the LEA Procedures. LEA shall not be responsible for the payment of services when a student is absent.

61. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

62. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation

insurance policies; state nonpublic school and/or agency certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

63. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

64. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government

contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2019 and terminates at 5:00 P.M. on June 30, 2020, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency

Making Waves Academy
LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Name and Title
Nonpublic School/Agency/Related Service Provider	LEA
Address	Address
City State Zip	City State Zip
Phone Fax	Phone Fax
Email	Email
	Karen Snider
	Director of Special Education
	Making Waves Academy
	4123 Lakeside Dr.
	Richmond CA 94806
	510-854-3050
	ksnider@mwacademy.org

Additional LEA Notification
(Required if completed)

Hung Mai
Name and Title
 Director of Finance
Address
 4285 Lakeside Dr.
City State Zip
 Richmond CA 94806
Phone Fax
 510-243-5204 Fax # 510-262-1559
Email
 hmai@mwacademy.org

EXHIBIT A: 2019-2020 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

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

Maximum Contract Amount: _____

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

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

Service	Rate	Period
Intensive Individual Services (340)	_____	_____
Language and Speech (415)	_____	_____
Adapted Physical Education (425)	_____	_____
Health and Nursing: Specialized Physical Health Care (435)	_____	_____
Health and Nursing: Other Services (436)	_____	_____
Assistive Technology Services (445)	_____	_____
Occupational Therapy (450)	_____	_____
Physical Therapy (460)	_____	_____
Individual Counseling (510)	_____	_____
Counseling and Guidance (515)	_____	_____
Parent Counseling (520)	_____	_____
Social Work Services (525)	_____	_____
Psychological Services (530)	_____	_____

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

EXHIBIT B: 2019-2020 ISA

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

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

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

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
(Residence) (Business)

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of mins in the instructional day will be: _____ during regular school year
_____ during extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during regular school year
_____ during extended school year
3. Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.
 - A. INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only): Daily Rate: _____

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

B. RELATED SERVICES:

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

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)I							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ _____

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

4. Other Provisions/Attachments: _____

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

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

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

-CONTRACTOR-

(Name of Nonpublic School/Agency)

(Signature) (Date)

(Name and Title)

-LEA/SELPA-

Making Waves Academy/EI Dorado Charter SELPA

(Name of LEA/SELPA)

(Signature) (Date)

(Name of Superintendent or Authorized Designee)



3075 Adeline, Suite 220, Berkeley, CA 94703
510-841-3224 (Voice)
www.cforat.org
www.atcoalition.org

November 5, 2019

Jennifer McDonald-Peltier will be the only employee of Center for Accessible Technology who might have more than limited contact with Making Waves Academy students. She has a clear background check dated 6/22/2017 and a clear TB test dated 6/30/2016.

Johno Reardon
Director of Operations
jreardon@cforat.org



A Head for Insurance. A Heart for Nonprofits.

NONPROFITS INSURANCE ALLIANCE OF CALIFORNIA (NIAC)

www.insurancefornonprofits.org

POLICY CHANGE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPANY: Nonprofits Insurance Alliance of California (27858)
POLICY NUMBER: 2019-27858
NAMED INSURED: Center for Accessible Technology
POLICY CHANGE EFFECTIVE: 05/28/2019
COVERAGE PART AFFECTED: COMMERCIAL GENERAL LIABILITY
POLICY CHANGE#: 9 Page 1

The following additional insured(s) is/are hereby added to the policy:

CG 20 26 Locations - ALL
Making Waves Academy \$0
4123 Lakeside Drive
Richmond, CA 94806

All other terms, limits and conditions remain the same.

ADDITIONAL PREMIUM: \$0
RETURN PREMIUM: \$0
TOTAL PREMIUM: \$0

Handwritten signature of Pamela C. Q.
AUTHORIZED SIGNATURE

11/06/2019

POLICY NUMBER: 2019-27858
Named Insured: Center for Accessible Technology

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Making Waves Academy

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Coversheet

Anchor Solutions Addendum

Section: IV. Action Items
Item: N. Anchor Solutions Addendum
Purpose: Vote
Submitted by: Karen Snider
Related Material:
Anchor Counseling Education Solutions Fee for Service 2019-2020 (2).pdf

BACKGROUND:

Anchor Solutions was approved as a partner non-public agency to administer special education related services to students with IEPs or suspected disabilities by the MWA Board on 9/5/19. MWA is proposing an increase in the budget from the original \$60,000 to for the 2019-2020 AY. Context for increased budget request: Anchor Solutions is currently providing MWA with psychological evaluations (triennial and initial IEPs), functional behavioral assessments, educationally related mental health services evaluations (ERMHS), caseload management support. Due to a speech and language vacancy and the difficulty in finding an on site Speech and Language Pathologist to support MWA, Anchor Solutions is now providing virtual speech and language services (direct therapeutic services and evaluations) for the remainder of the 2019-2020 AY. Additionally, there has been a significant increase in requests for initial IEP evaluations as well as requests for ERMHS and FBA to support students exhibiting significant behavioral needs. Anchor Solutions rates are attached. Rates are competitive and commensurate with all Bay Area NPAs providing school psychological and speech and language services.

RECOMMENDATION:

August/September 2019: \$29,200.96 October 2019: \$33,975.72 November 2019: \$18,088.00
Projected Budget Total for 2019-2020 AY: \$155,000



Anchor Counseling & Education Solutions, LLC
Fees for Service
2019-2020

Services	Hourly Fees	Additional information
Assessments		
Psycho-educational Assessment	\$1500	\$1500 flat rate for complete psychoeducational assessment report within 60 days deadline which includes complete record review, data collection, observation, and detailed report.
	\$2000	Flat rate less than 45 days
	\$2500	Flat rate less than 30 days
	\$3000	Flat rate less than 15 days
Educationally Related Mental Health Services (ERMHS) or Educationally Related Intensive Counseling (ERICs)	\$1500 Flat Rate	\$1500 for complete ERMHS report within 60 days deadline which includes complete record review, data collection, observation, and detailed report.
	\$2000	Flat rate less than 45 days
	\$2500	Flat rate less than 30 days
	\$3000	Flat rate less than 15 days
Functional Behavioral Assessment/ Record Review & Report Writing	\$1500 Flat Rate	\$1500 for complete FBA within 60 days deadline which includes data collection, observation, and detailed report.
	\$2000	Flat rate less than 45 days
	\$2500	Flat rate less than 30 days
	\$3000	Flat rate less than 15 days
Independent Educational Evaluation (IEE)	Negotiable	Rates for IEEs are on a case by case basis. Rates are negotiable based on level of involvement needed by Anchor Counseling & Education Solutions.
Occupational Therapist Assessments	\$125 hour	\$125 an hour for complete OT assessment within 60 days deadline which includes complete record review, data collection, observation, and detailed report.
	+\$500	Rush fee- less than 45 days
	+\$1000	Rush fee- less than 15 days
Behavioral Health Services		
Applied Behavioral Analysis/ Behavior Intervention Developer	\$125/hr	Supervision of Behavior Support Programming by Board Certified Behavioral Analyst or by individuals with commensurate experience
Creation of Behavior Intervention Plan , BID support	\$125/hr	All services rendered by Board Certified Behavioral Analyst or by individuals with commensurate experience.
Creation of Behavioral Contract/ Contingency plan	\$125/hr	All services rendered by Board Certified Behavioral Analyst or by individuals with commensurate experience.
Formulation of Social Story/ Behavioral Checklists	\$125/ hr	All services rendered by Board Certified Behavioral Analyst or by individuals with commensurate experience.



BII- Behavioral Intervention Implementation	\$75/ hr	All behavior intervention will be implemented by BII and will be supervised by Anchor BID
BII- Group	\$65/hr	Per person, max up to 5 students
Social Emotional Services		
(DIS) Designated Instructional Services - Consultation	\$85/hr	Services listed from (LRE) Least Restrictive Service to more restrictive based on student need
(DIS) Designated Instructional Services - Consultation	\$85/hr	Pay rates for therapists vary based on the geographical location and therapist's experience, education and training.
(DIS) Designated Instructional Services - Group counseling	\$65/hr	Per student, per hour max up to 6 students.
(DIS) Designated Instructional Services – Individual Counseling	\$85/hr	Individual services provided by Pupil Personnel Services Credentialed individual
(ERMHS) Educationally Related Mental Health Services- Consultation	\$130/hr	Consultation services to determine if Social Emotional struggles negatively impact academic functioning and thus warrant mental health / counseling support services to teachers, parents, learning coaches, and administration.
(ERMHS) Educationally Related Mental Health Services-Group services	\$85/hr per student	Flat rate per group, max up to 6 students. Services include a counseling / treatment plan that seeks to remove social emotional challenges which impede the student's ability to function optimally across settings home, school, and the community.
(ERMHS) Educationally Related Mental Health Services- Family services	\$130/hr	Services include parent counseling, parenting skills training, implementation, monitoring, and supervision of behavior management systems.
(ERMHS) Educationally Related Mental Health Services- Individual	\$130/hr	Services include a counseling / treatment plan that seeks to remove social emotional challenges which impede the student's ability to function optimally across settings home, school, and the community.
(OT) Occupational Therapy	\$125/ hr	Services include counseling / treatment plan that seeks to remove the social emotional or physical challenges which impede the student's ability to function optimally across settings.
(OT) Occupational Therapy Group	\$75/ her per student	Flat rate per group, max up to 6 students.
ED Specialist	\$85.00/ hr	Writing IEP's, SAI teaching, Case Management
Trainings / Workshops		
Behavioral Management Trainings / Workshop (Up to 30 participants)	\$200/hr	\$1000 per ½ day (4 hours) \$1500 per day (8 hours) \$1200 per day for multiple days
Crisis Prevention Intervention Training (10 to 30 participants)		\$1500 per day (12 hours required for certification) \$1200 per day for multiple days
Indirect services		
Review of Records	\$125/hr	Review of Psychoeducational Report by other agencies/providers, Review of (BIP) Behavior Intervention Plan, Review of (FBA) Functional Behavioral Assessments, Review of (ERMHS) Educationally Related Mental Health Services where recommendations for next steps may be made.



Attendance at IEP for consultation purposes	\$100/hr	Attendance at IEP staffing meetings or IEP meetings to discuss potential next steps or consultation for next step recommendations for goals or services.
Initial Behavioral Consultation	\$100/hr	Includes initial assessments: FAST (Functional Assessment Screening Tool), Reinforcement Survey, and determination of appropriate placement
No Show Policy		All services will be billed for the 1 st hour at the applicable service rate
Travel & Fees		
Mileage	.58 per mile	
Drive Time for Assessors	\$125	Some assessors will prefer to be paid for Drive time

Coversheet

Netronix

Section: IV. Action Items
Item: O. Netronix
Purpose: Vote
Submitted by: Cedrice Bennett
Related Material: Office Intercom Buzz System.pdf
Remote Security Access Netronix.pdf

BACKGROUND:

Netronix is MWA's current vendor for our alarm and building access control systems. We are proposing two safety and security system upgrades. 1) In order to increase building access control for visitors and guests, the proposal is to extend our current vendor's scope of work to include a "buzzer entry" system. The system allows for Front Office Administrators to control the flow of traffic and more importantly identify and communicate with visitors by voice and video before allowing them to access the main buildings (USB1 and MSB1). Although MWA is currently under contract with Netronix, a price point comparison was conducted with two competing vendors, to find our current vendor is the most cost efficient. For equipment, software, installation and user training for this system, the cost is \$12,423.31. The second extension of Netronix services is the installation of remote access software for our alarm system. Currently, if an alarm needs to be reset or a staff member is experiencing difficulty securing the building, a member of MWA's Operations team must physically go to campus to troubleshoot at the panel. The proposed augmentation will allow the DSO or Ops Manager to troubleshoot via remote access. The cost for this system upgrade is \$8,483.85.

RECOMMENDATION:

The total fiscal impact of this system upgrade is \$20,907.16. Please approve.



Proposal

10/26/2019

MAKING WAVES FOUNDATION
Attn: NICOLAS ROMANO

Proposal - 7449
Re: Intercom Project with Stainless Steel Intercoms

Dear Nic,

Executive Summary: Thank you for the opportunity to partner with Making Waves Foundation for this project. Netronix is pleased to present the following proposal for the installation of new security systems at your facility. Netronix is a full-service integration, service/maintenance and monitoring firm specializing in providing security and life safety solutions spanning the full spectrum of today's security challenges. Based on the description of required services in the scope of work, we can provide plans, specifications, qualified technical staff, project management, quality assurance and testing/commissioning services to meet all your electronic security enhancement requirements and maintenance needs.

Netronix has expertise and capabilities to meet and/or exceed your expectations for this project. Upon execution of the following agreement, we will assign the necessary certified staffing to meet the requirements detailed in the Scope of Work. Thank you for this opportunity.

Best Regards,

Vincent Gatto

Vincent Gatto
Netronix Integration, Inc.

Netronix Integration, Inc. | 2170 Paragon Drive | San Jose, CA 95131 | www.Netronixint.com

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10/7/2019



Project Scope Baseline:

General

Netronix will execute the work in accordance with the terms and conditions of the contract. The general scope of the work and general clarifications are listed in this document.

Changes to Contract Scope

Additional work requested by the customer, that is not included in the scope of work herein, will require a written change order to the contract with the appropriate compensation and time adjustments for the change in scope. Changes to the contract will be controlled and negotiated in writing to ensure all involved parties fully understand any technical, cost, and schedule impacts that may result.

Changes to Contract Schedule

The typical project installation starts approximately 2-3 weeks after receipt of authorization from the client. If, at the time of client approval, this schedule needs to be updated or rushed, please advise us immediately as additional fees may be incurred by client for expediting material. To best facilitate your requested completion date, Netronix requests your purchase order or documented authorization to us 28 days prior to the desired completion date (this may vary depending on overall size of project or other factors).

Project Organization:

Netronix certified technician team will be responsible for the installation of the project and to ensure customer satisfaction. The Project Manager will be responsible for the day-to-day management of the project which includes the coordination between all contractors onsite.

Netronix team will also ensure that all work performed is to the quality standards specified and will ensure all safety requirements are met in accordance with the contract documents.

Netronix technicians will perform on-site installation of the field equipment as well as head-end terminations and programming, system, testing, startup, commissioning, and contract closeout. Netronix may utilize subcontract labor to provide installation services of the security cable and devices in order to reduce cost to the customer.

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Testing and Commissioning:

Netronix technicians will test and verify the proper operation of each system and the sequences of operation, including all hardware and software provided and installed by Netronix. Netronix will adjust field equipment, adjust all control parameters including camera call ups and verify data communications before the system is placed on-line as part of our service. One camera adjustment is included in the scope when cameras and installation are included in the scope.

Upon completion of the work Netronix will deliver Operation and maintenance information, written certification to the customer that the system has been tested, calibrated, and ready for operation.

Scope of Work:

Summary

Making Waves is looking to add intercoms to the lobby entries at MS-1 and 4123 Lakeside Dr Bldg 1 buildings so the school can keep the lobby entrances locked during the day and remotely release the doors from the lobby desk.

Scope of Work

Netronix will provide and install the following unless otherwise noted:

1. (1) Stentofon video master and Stentofon video door station with surface mount back box at each of the 2 buildings.
 - a. The GC will be providing all network cable drops to the locations of the devices with a RJ45 jack. This includes the network connection hanging through the concrete wall outside or Netronix can provide the back boxes for the GC to install if a conduit run will need to be run to the box. Netronix to coordinate with the GC for the cable run.
 - b. The HS-1 office has an existing network cable ran to underneath the front desk that was been by the customer to possibly be utilize for the master station. The GC must confirm if it can be used and identify the termination at the head end.
 - c. Netronix will patch the network connections to the security network switch which is assumed to be in the same rack.
 - d. The master stations will each be mounted at the lobby front desks of the MS-1 and HS-1.
2. (1) Stentofon network interface relay at each access control enclosure that houses the 16input board in each building

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- a. Netronix will use the existing open port on the MR52 board at MS-1 IDF access control head end panel to trigger the MS-1 wireless lobby door to unlock
- b. Netronix will need to add the following items in HS-1 IDF access panel head end to interface the existing wireless lobby door:
 - i. Power supply with fuse board.
 - ii. Back panel to add a new 16input board into the existing enclosure door.
 1. The new 16input board will extend off the existing LP2500 controller in the enclosure.
 - iii. EOL resistors to supervise the release cable from the Stentofon relay.
3. No additional licensing is needed to interface the Avigilon system at this time.
4. Netronix will program the door stations to do the following:
 - a. **MS-1** - when the intercom is initiated it will call into the master station at MS-1, if no one answers at MS-1 the call will roll over to HS-1, if no one answers at HS-1 then the call will go back to MS-1. If no one answers at MS-1 the intercom will then disconnect. If MS-1 answers they can view and talk to the person at the intercom MS-1 master station and the employee can release the MS-1 lobby door by pressing the release command buttons on the intercom master station. If HS-1 answers the MS-1 intercom they will have to ask the visitor to come to HS-1 or the office staff will need to go to the MS-1 building to let the visitor in from the MS-1 master station or just open the door manually. **The HS-1 master cannot release the MS-1 intercom door and vice-versa.**
 - b. **HS-1** - when the intercom is initiated it will call into the master station at HS-1, if no one answers at HS-1 the call will roll over to MS-1, if no one answers at MS-1 then the call will go back to HS-1. If no one answers at HS-1 the intercom will then disconnect. If HS-1 answers they can view and talk to the person at the intercom HS-1 master station and the employee can release the HS-1 lobby door by pressing the release command buttons on the intercom master station. If MS-1 answers the HS-1 intercom they will have to ask the visitor to come to HS-1 or the office staff will need to go to the MS-1 building to let the visitor in from the MS-1 master station or just open the door manually. **The MS-1 master cannot release the HS-1 intercom door and vice-versa.**
5. Netronix will test the system for functionality and show the customer how to use the intercom when the project is complete.
6. The intercom master stations will be installed on the desktop at the desired location by the school

Project Notes

1. Netronix will program different directory numbers for each building to allow for further growth ex:

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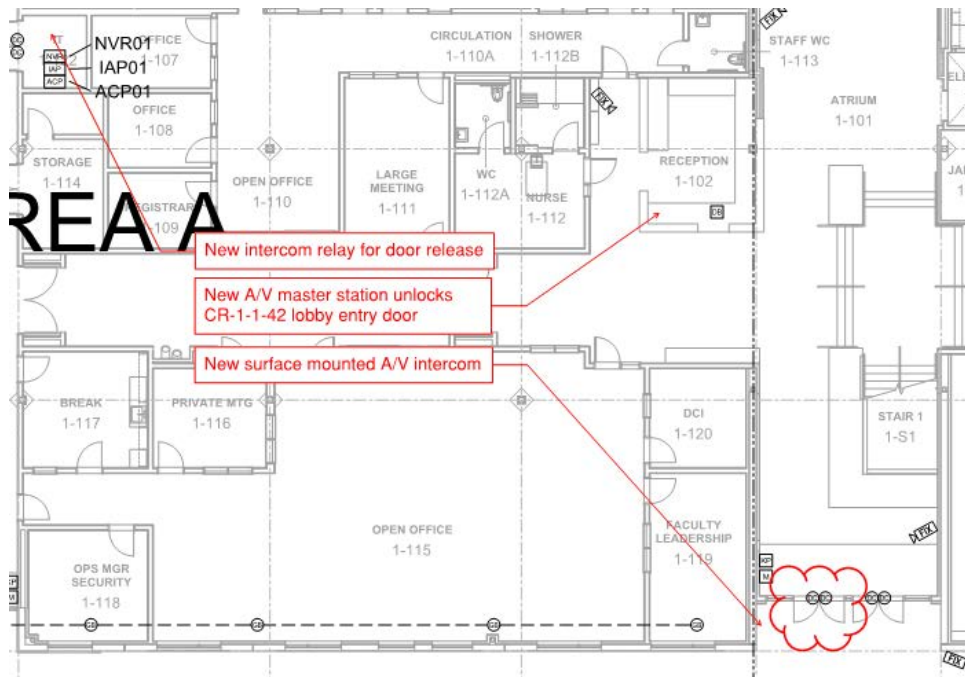
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- a. MS-1
 - i. 100-199
- b. HS-1
 - i. 200-299

Maps

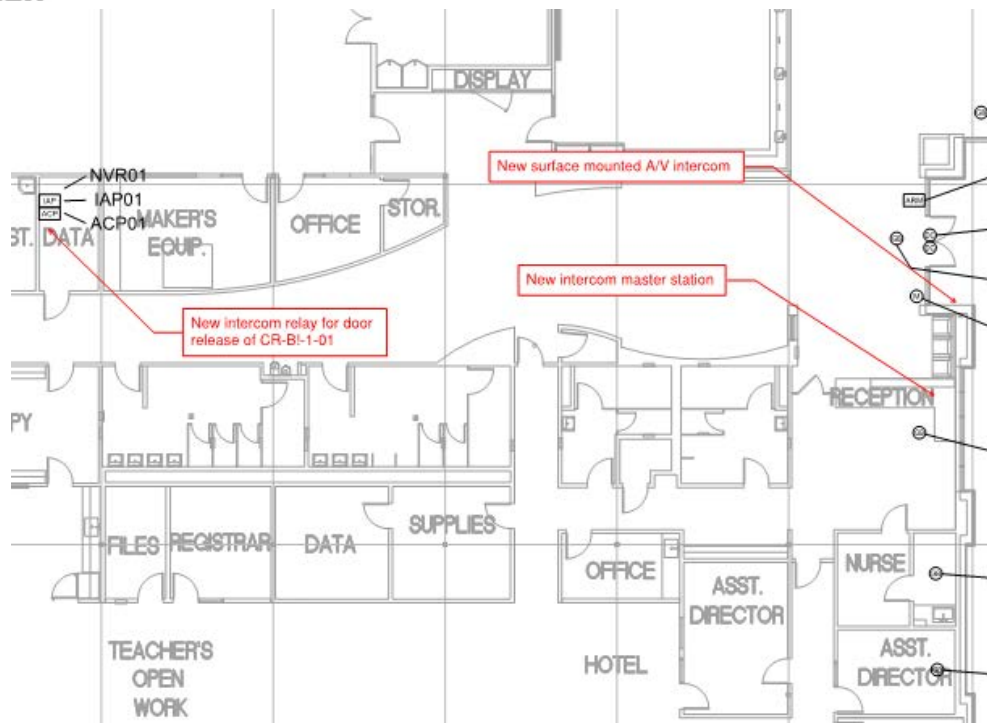
1. MS-1



2. HS-1

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Bill of Materials:

Manufacturer	P/N	Description	Qty	Price	Amount
LENEL, INC./UTC FIRE & SECURITY	STENTO-1008131020-Lenel	TKIS-2 Turbine Station Kit	2	376.02	752.04
LENEL, INC./UTC FIRE & SECURITY	NET PART	STENTO-TV2KIT - kit that comes with TCIV-2, ITSV-1, and back box.	2	2,032.00	4,064.00
Altronix Corporation	D10-474-PSA	DIN rail, 10 inch	2	4.66	9.32

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GRI Telemark Corporation	6644-1-301-PSA	Resistor Pack, 1% Tolerance*Priced Per Each, Must Order In Packs Of 10*	10	2.86	28.60
Altronix Corporation	RSB2-474-PSA	Bracket with 2 rocker switches	1	30.56	30.56
Altronix Corporation	TMV2-474-PSA	Trove2 Backplane, Door Mount, Altronix, Mercury for HS-1	1	88.89	88.89
Altronix Corporation	EFLOW102NB-474-PSA	Power supply charger, single output, 12VDC @ 10A, aux output, FAI for HS-1	1	199.85	199.85
Altronix Corporation	PD16W-474-PSA	Power Distribution Module, 16 Fused Outputs up to 28VAC/VDC, Board for HS-1	1	37.57	37.57
Yuasa Battery, Inc	NP7-12-2275-PSA	Battery, NP Series, 12 V, 40/75 mA, 25 Ohms, 7.0 Ah, Sealed, Lead Acid for HS-1	1	22.73	22.73
AVIGILON USA CORP	AC-MER-CON-MR16IN	16 Zone Input Monitor Module (with 2 relays) (Mercury Part Number: MR16in) for HS-1	1	664.30	664.30
NETRONIX	NET MISC	Terminate intercom release to existing MS-1 MR52 aux input	1	0.00	0.00
NETRONIX	NET MISC	3 Foot Orange CAT6 Patch Cable	4	2.20	8.80
NETRONIX	NET MISC	25 Foot Orange CAT6 Patch Cable	2	7.57	15.14
	NET MISC KITS	MISCELLANEOUS SCREWS, CONNECTORS, TAPE	1	142.86	142.86

Note: If any additional equipment is needed there will be added charges.

Pricing:

MATERIALS TOTAL	\$6,064.66
SHIPPING AND HANDLING	\$242.59
LABOR	\$5,532.59
SALES TAX	\$583.47
TOTAL	\$12,423.31

Please Note:

This pricing includes estimated taxes. Tax rate may change and the client will be responsible for the then current tax rate at the time of invoicing. If you are tax exempt, please provide your tax-exempt certificate or applicable taxes will be charged.

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Exclusions and Clarifications:

Unless specifically noted otherwise, this proposal excludes the following:

1. Removing doors/ frames/ mullions
2. Permits and any special permit required drawings.
3. Any Trenching, backfill and/or compaction
4. Wire from hinge to lock by others unless Netronix provides the lock
5. Wiring of door operators and any push plates
6. Integration between different systems
7. Any painting and/or patching of or repair to existing surfaces
8. Any fire alarm disconnect relay, fire alarm device or additional equipment/ devices required to meet applicable local codes
9. Any electrical (High Voltage) work
10. Any conduits, raceways, or AC power
11. Any lifts or lift rentals (unless noted in Statement of Work above)
12. Any required lighting needed for proper operation of CCTV cameras
13. Any keyways or key cylinders for locking hardware provided by NETRONIX, unless noted above in the list of materials
14. Any computers/ servers or associated computer equipment (unless noted in installation materials list above)
15. Any network switches and/or routers not supplied by NETRONIX are deemed out of coverage (unless noted in installation materials list above)
16. NETRONIX is not to be held responsible for system not functioning due to customer's network issues
17. Any VPN network connection needed for communication to Server
18. Customer will ensure that all work is clear of any asbestos which may hinder our work or pose a danger to NETRONIX employees
19. The customer will ensure that No area in which NETRONIX is installing equipment is considered or classified as hazardous or explosive
20. If included in the Statement of Work, NETRONIX will provide one complete set of shop drawings and one complete set of as-built record drawings. As-built record drawings will be provided at completion of job.
Please Note:
 - a. Up to two minor changes in the design drawings are included in the proposal. Any additional changes and all major changes in the design drawings are subject to a Change Order.
 - b. NETRONIX will provide one revision of as-built record drawings after review, if necessary.
21. Any programming other than standardized configurations (unless noted in Statement of Work above), including but not limited to customizations, 3rd party interfaces, maps, etc
22. Any badge/credential programming and/or access level (unless noted in Statement of Work above)

Assumptions

Unless specifically noted in materials list, this proposal assumes the following:

1. The customer will further be responsible for providing all 110VAC voltage power requirements where needed to support security, access control system and CCTV system.
2. The customer and NETRONIX will mutually agree upon the exact placement of all security devices during walk through of project.

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3. Netronix and the client will mutually agree upon project scheduling except as may be noted under Changes to Contract Schedule on page 2 of this document.
4. The customer is responsible for providing air conditioned and lockable location for access control and CCTV system.

Terms and Conditions:

CUSTOMER ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH HEREIN.

GENERAL TERMS & CONDITIONS

Installation Responsibility: This proposal is based upon the use of straight time labor only unless specifically stated in the scope of work. Plastering, patching, painting, 120VAC Power, conduit, raceway or other electrical panels, back boxes and additional fire alarm devices / interfaces are excluded unless specifically stated in the scope of work. Any equipment and/or labor not listed in the bill of material or scope of work for this project are excluded. Purchaser agrees to provide Netronix with required field utilities (electricity, toilets, drinking water, project hoist, and elevator service, etc.) without charge. Netronix agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Netronix for any costs or expenses without Netronix written consent. Unless specifically noted in the statement of the scope of work or services undertaken by NETRONIX under this agreement, NETRONIX's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by NETRONIX shall not operate to compel NETRONIX to perform any work relating to hazardous or dangerous materials without NETRONIX's express written consent.

Scope and Compensation: Netronix shall perform on behalf of Client services as described in the Scope of work section above ("Services") and shall be compensated according to the pricing set forth in the investment information. ("Fees"). Client shall pay Netronix within thirty (30) days of the date of, NETRONIX's invoice. Any amount in an invoice which is disputed by Client shall be resolved by senior management of the Parties and once resolved, shall be paid within ten (10) days of the date of resolution. Client shall pay interest on outstanding invoiced amounts at the lesser of the maximum amount permitted at law or at the rate of one and one-half percent (1.50%) of the overdue amount due per month. Payment of interest on overdue accounts shall not excuse payment of the principal amount. All taxes and similar assessments, levies and government-imposed obligations with respect to NETRONIX income derived from its performance of Services shall be paid by NETRONIX. Client shall pay all other applicable taxes.

System Programming and Customer Training: Netronix will be responsible for all hardware devices programming and testing, and for customer training on the use of the new equipment as specified herein. Loading of any database, including definition of access levels, alarm points, time zones, or any other user defined data is the responsibility of the owner, except as specifically stated in the scope of work.

Change Orders: Any changes to this proposal shall require an approved Change Order, which shall modify the scope of work, proposal cost, and time line of the project. The attached schedule of equipment defines and limits the equipment to be furnished as part of this proposal.

Warranty: Netronix warrants that the equipment provided AND installed by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery and installation of said equipment. For equipment installed by Netronix, if Purchaser provides written notice to Netronix of any such defect within thirty (30) days after the appearance or discovery of such defect, Netronix shall, at its option, repair or replace the defective equipment. For equipment not installed by Netronix, if Purchaser returns the defective equipment to Netronix within thirty (30) days after appearance or discovery of such defect, Netronix shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Netronix shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

Project Commencement: No work shall proceed without an acceptable purchasing document to, Netronix from the customer, and a signed copy of the proposal and these Terms and Conditions.

Mobilization: Following acceptance of this proposal, ten (10) working days and payment of a 25% mobilization invoice. This includes administrative processing, engineering, drafting, equipment procurement, and shipping and receiving.

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Confidential Information: Each Party may make available to the other access to certain trade secrets and other confidential technical, business and financial information, including the contents of this Agreement and the Exhibits thereto (collectively, "Confidential Information"). So long as and to the extent that Confidential Information is marked "Confidential" or "Proprietary" (if in tangible form) or is not generally available to the public from other sources, each Party shall safeguard such Confidential Information in the manner in which it safeguards its own confidential information, and shall not disclose Confidential Information to its employees, contractors and agents, except to the extent necessary to enable it to fulfill its obligations under this Agreement. The obligations of this Section 7 shall survive for two (2) years after the termination or expiration of this Agreement. Client shall indemnify Netronix from third party liability arising from any unintended use or unauthorized disclosure.

Termination or Alteration: A contract resulting from the acceptance of an offer may be cancelled or altered by the buyer only if agreed to in writing by, Netronix and subject to the following:

- Prior to termination, customer must provide Netronix written notice of terms that have not been met
- Netronix shall be given thirty (30) days to correct said items
- Netronix shall be paid for all products and services performed up to the effective date of termination plus reasonable costs associated with the orderly close out of the contract
- Netronix shall be paid for all anticipated profit based on the original contract amount and any change orders executed prior to the effective termination date

Proposal Expiration: This proposal shall be honored for thirty (30) days

Intellectual Property: This proposal and all accompanying materials, and the original information, designs, concepts, and ideas represented herein are the exclusive property of Netronix and may not be reproduced or copied in any manner without the express written authorization of NETRONIX. The proposal and all associated materials, drawings, and documents must be returned promptly upon demand.

Compliance with Laws: Netronix shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

Liquidated Damages: No liquidated damages will be due

Debris Disposal: Netronix will dispose of debris created by our work in owner furnished trash bins or containers at the site.

Invoicing & Payment: Netronix will invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Twenty-five (25%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 25% shall be included in Netronix initial invoice. Purchaser agrees to pay Netronix the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. Final payment shall be due upon the completion of the project for the remaining balance of the contract, including taxes as required by law. No provisions of the proposal shall serve to void our entitlement to timely payment for properly performed work or suitably stored material, nor void, any of Netronix's rights under Mechanics' Lien Laws. If Netronix invoice is not paid within 30 days of its issuance, it is consider delinquent and a penalty of 1.50% (of the total invoice) per month shall be assessed until the delinquent amount is paid in full. If a delinquent invoice is forwarded to collections, Purchaser agrees to pay any collection fees associated with the collection of delinquent invoices, and the amount of the original invoice. All late payments shall bear interest at the rate of 1.50% at the time payment is due. Nothing in this proposal or contract shall be construed to require NETRONIX to continue performance of work if we do not receive timely payment for properly performed work or stored materials. Netronix retains title to all equipment until installation is complete and reserves the right to retake possession of the same or any part thereof at the customers cost if default is made by the customer in any payment. Netronix does not accept any back charges that have not previously been agreed to in writing.

Taxes: The price of this proposal includes estimated sales, use, excise, or other similar taxes, required by federal, state or local law. Purchaser shall pay taxes at the current tax rate at the date of invoice. Alternatively, the Purchaser may provide Netronix with acceptable tax exemption certificates.

Parking and Storage: Customer shall furnish and make available to, Netronix at the site reasonable storage and parking facilities, and convenient delivery access to our work.

Elements Beyond the Control of NETRONIX: The schedule of any other contractors involved in this project shall be made in consultation with NETRONIX, and unless otherwise agreed to, shall provide time for NETRONIX to perform our work on an 8-hour day, 40-hour week basis. This proposal does not include provision for Netronix to perform overtime work for delays not caused by Netronix. An additional charge to the contract shall be made for any mutually agreed upon overtime. Netronix shall not be responsible for delays or default that are occasioned by caused of any kind that are beyond our control, including but not limited to delays or defaults of Architects, the Owner, the Contractor, and Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. Netronix shall be entitled to equitable adjustments in the amount of the contract for delays caused by anything that is beyond our control.

Materials: If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Netronix, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of

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permanent unavailability, Netronix shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

Delays: Netronix shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Netronix control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Netronix.

Insurance: Insurance coverage in excess of Netronix standard limits will be furnished when requested and required. No credit will be given or premium paid by Netronix for insurance afforded by others.

Indemnity: The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

Occupational Safety and Health: The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

Entire Agreement: This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

On behalf of the entire Netronix staff, I sincerely appreciate the opportunity to be of service. Please feel free to contact me with any questions or comments at 800-600-3939.

Authorization: MAKING WAVES FOUNDATION

Netronix Integration, Inc.

Vincent Gatto

Print Name

Print Name

Vincent Gatto

Signature

Signature

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Proposal

11/4/2019

MAKING WAVES FOUNDATION
Attn: NICOLAS ROMANO

Proposal - 7468
Re: Bosch RPS-Lite Upgrade

Dear Nicolas,

Executive Summary: Thank you for the opportunity to partner with MAKING WAVES FOUNDATION for this project. Netronix is pleased to present the following proposal for the installation of new security systems at your facility. Netronix is a full-service integration, service/maintenance and monitoring firm specializing in providing security and life safety solutions spanning the full spectrum of today's security challenges. Based on the description of required services in the scope of work, we can provide plans, specifications, qualified technical staff, project management, quality assurance and testing/commissioning services to meet all your electronic security enhancement requirements and maintenance needs.

Netronix has expertise and capabilities to meet and/or exceed your expectations for this project. Upon execution of the following agreement, we will assign the necessary certified staffing to meet the requirements detailed in the Scope of Work. Thank you for this opportunity.

Best Regards,

Vincent Gatto

Vincent Gatto
Netronix Integration, Inc.

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11/4/2019



Summary

Making Waves is looking to be able to arm the building alarm systems remotely and not have to go to each building to arm them. They are also looking for management software to manage their intrusion system user pin codes for arming and disarming the Bosch intrusion system.

Scope of Work

Netronix is quoting to setup the 7 site Bosch B8512G panels to be remotely armed/disarmed via the Bosch RSC mobile app with access to the Bosch cloud services for mobile device connection. The app will allow the users to; see system status, see zones not ready for arming, system arming, and system disarming each panel connected in the app. Each building will be listed as a separate site to connect to one at a time within the app.

To establish Bosch RSC (mobile app) connection to each panel Netronix will be adding a second network interface card and orange patch cable for remote connection traffic that will need to be plugged into the customer network and have outbound internet connection MWA IT as agreed to provide a public address configured to port forward connection to the respective local static IP address of the new network interface card being added to each intrusion panel. MWA IT has elected to not use the Bosch Cloud connection which comes with a month fee.

Netronix will give MWA representatives a onetime 30-minute group training session on how to load and use the remote app.

Netronix has also quoted to install Bosch RPS-Lite to allow the customer to manage the intrusion system user pin codes as employees are onboarded or off boarded. This app will also allow the system administrators to give users access to the Bosch RSC app if required. Intrusion pin codes can still be used on the intrusion keypads at the respective buildings if the user does not have access to the RSC app. MWA must provide a computer with administrative rights and the latest Windows updates to load the Bosch RPS-Lite program onto with a static IP in range of the Bosch intrusion panels new network interfaces that Netronix is installing for this project. **This computer must not be part of a VM. The RPS-Lite requires a USB connected dongle to allow the program to be used correctly. It is recommended for MWA to set up remote desktop into the computer running RPS-Lite for the systems administrator's convenience. The RPS-Lite must communicate through the new NIC added to each intrusion panel for the RSC app to keep this network traffic separate from the Avigilon integration and monitoring integration on the existing onboard network interface card.**

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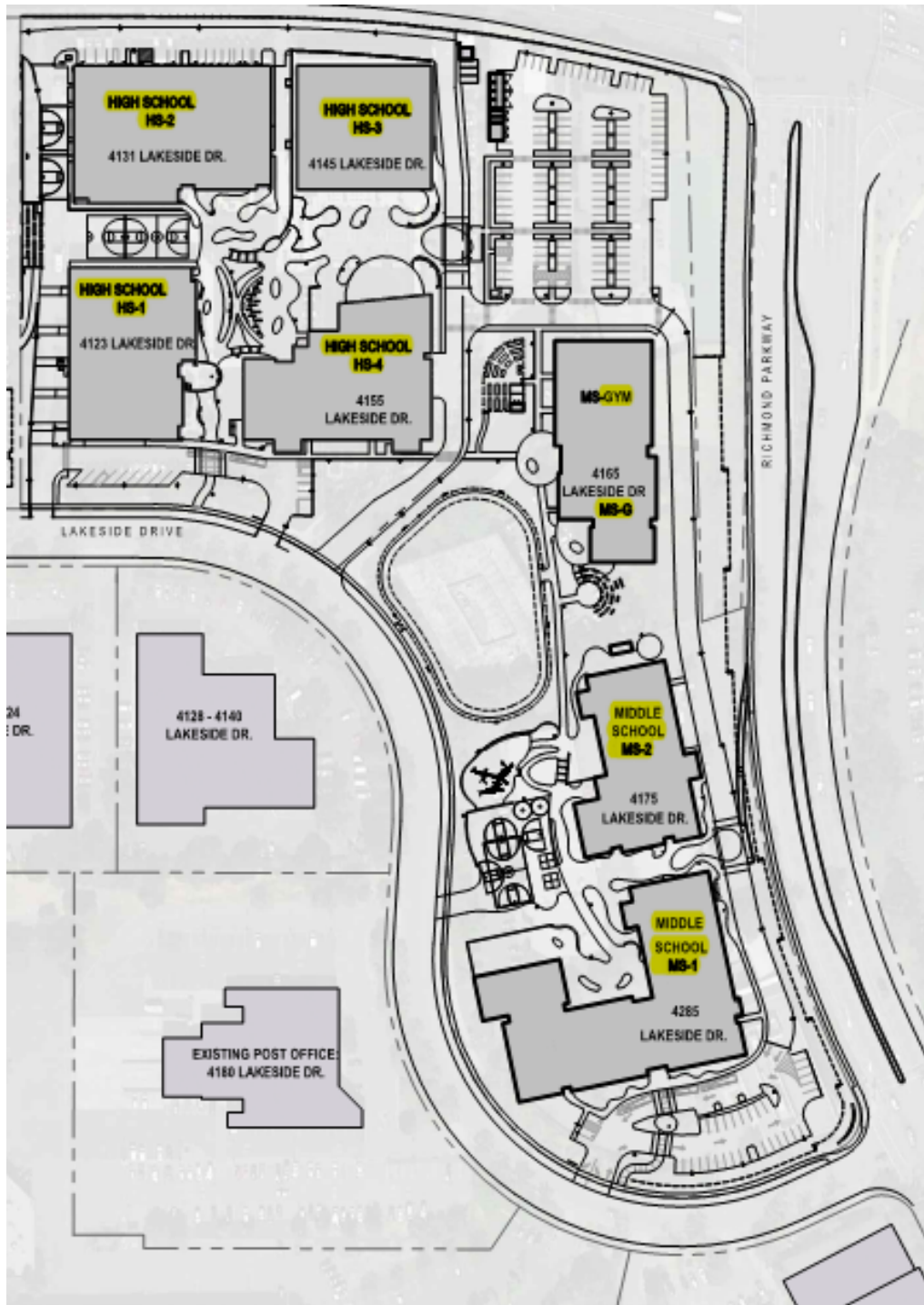
Netronix will give MWA representatives a onetime 1hr training session on how to upload, edit codes, download, and add new RSC remote app users.

The 7 buildings that the RSC app and RPS-Lite will be managed are below and highlighted on the map:

1. MS-1
2. MS-2
3. MS-G
4. HS-1
5. HS-2
6. HS-3
7. HS-4

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The Bosch RPS-Lite hardware requirements are:

System requirements

Operating system	Windows 7, Windows 8, Windows 8.1, Windows 10, Windows Server 2008, Windows Server 2012 R2
SQL Express	Minimum: 2012 SP2 (included in the RPS installation) Supported: 2014
Processor type	x64 Processor: AMD Opteron, AMD Athlon 64, Intel Xeon with Intel EM64T support, Intel Pentium IV with EM64T support x86 Processor: Pentium III-compatible processor or faster
Processor speed	Minimum: x86 Processor: 1.0 GHz x64 Processor: 1.4 GHz Recommended: 2.0 GHz or faster
RAM	Minimum: 1 GB Recommended: 8 GB (increase as database size increases for optimal performance)
Hard disk	Available space: x64 Processor: 16 GB x86 Processor: 20 GB
Monitor	Minimum resolution: 1024 x 728

The RPS-Lite computer must not be part of a VM. The RPS-Lite requires a USB connected dongle to allow the program to be used correctly. It is recommended for MWA to set up remote desktop into the computer running RPS-Lite for the systems administrator’s convenience. There is no client station option for this program.

All work is to be performed during business hours M-F 7am-4pm.

Bill of Materials:

Manufacturer	P/N	Description	Qty	Price	Amount
Bosch Security Systems	B426-265-PSA	CONETTIX IP ETHERNET INTERFACE	7	213.76	1,496.32
Bosch Security Systems	D137-265-PSA	MOUNTING BRACKET	7	8.56	59.92

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NETRONIX	NET PART	25 Foot Orange CAT6 Patch Cable	7	7.57	52.99
Bosch Security Systems	D5371-USB-265-PSA	RPS Lite Security Block, USB - to be installed on a centralized computer provided by MWA - all programming personnel will remote into the computer or server running RPS-Lite to maintain a single database interface	1	400.51	400.51
NETRONIX	NET PART	RSC and RPS-Lite training for 2 MWA representatives that will administer the RSC and PRS-Lite programs.	1	0.00	0.00

Note: If any additional equipment is needed there will be added charges.

Pricing:

MATERIALS TOTAL	\$2,009.74
SHIPPING AND HANDLING	\$80.39
LABOR	\$6,200.39
SALES TAX	\$193.33
TOTAL	\$8,483.85

Please Note:

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Unless specifically noted otherwise, this proposal excludes the following:

1. Removing doors/ frames/ mullions
2. Permits and any special permit required drawings.
3. Any Trenching, backfill and/or compaction
4. Wire from hinge to lock by others unless Netronix provides the lock
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6. Integration between different systems
7. Any painting and/or patching of or repair to existing surfaces

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10. Any conduits, raceways, or AC power
11. Any lifts or lift rentals (unless noted in Statement of Work above)
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16. NETRONIX is not to be held responsible for system not functioning due to customer's network issues
17. Any VPN network connection needed for communication to Server
18. Customer will ensure that all work is clear of any asbestos which may hinder our work or pose a danger to NETRONIX employees
19. The customer will ensure that No area in which NETRONIX is installing equipment is considered or classified as hazardous or explosive
20. If included in the Statement of Work, NETRONIX will provide one complete set of shop drawings and one complete set of as-built record drawings. As-built record drawings will be provided at completion of job.
Please Note:
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 - b. NETRONIX will provide one revision of as-built record drawings after review, if necessary.
21. Any programming other than standardized configurations (unless noted in Statement of Work above), including but not limited to customizations, 3rd party interfaces, maps, etc
22. Any badge/credential programming and/or access level (unless noted in Statement of Work above)
23. Installation and/or wiring of ADA, Handicap, or automatic door opener buttons, switches, or paddles.

Assumptions

Unless specifically noted in materials list, this proposal assumes the following:

1. The customer will further be responsible for providing all 110VAC voltage power requirements where needed to support security, access control system and CCTV system.
2. The customer and NETRONIX will mutually agree upon the exact placement of all security devices during walk through of project.
3. Netronix and the client will mutually agree upon project scheduling except as may be noted under Changes to Contract Schedule on page 2 of this document.
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Scope and Compensation: Netronix shall perform on behalf of Client services as described in the Scope of work section above ("Services") and shall be compensated according to the pricing set forth in the investment information. ("Fees"). Client shall pay Netronix within thirty (30) days of the date of, NETRONIX's invoice. Any amount in an invoice which is disputed by Client shall be resolved by senior management of the Parties and once resolved, shall be paid within ten (10) days of the date of resolution. Client shall pay interest on outstanding invoiced amounts at the lesser of the maximum amount permitted at law or at the rate of one and one-half percent (1.50%) of the overdue amount due per month. Payment of interest on overdue accounts shall not excuse payment of the principal amount. All taxes and similar assessments, levies and government-imposed obligations with respect to NETRONIX income derived from its performance of Services shall be paid by NETRONIX. Client shall pay all other applicable taxes.

System Programming and Customer Training: Netronix will be responsible for all hardware devices programming and testing, and for customer training on the use of the new equipment as specified herein. Loading of any database, including definition of access levels, alarm points, time zones, or any other user defined data is the responsibility of the owner, except as specifically stated in the scope of work.

Change Orders: Any changes to this proposal shall require an approved Change Order, which shall modify the scope of work, proposal cost, and time line of the project. The attached schedule of equipment defines and limits the equipment to be furnished as part of this proposal.

Warranty: Netronix warrants that the equipment provided AND installed by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery and installation of said equipment. For equipment installed by Netronix, if Purchaser provides written notice to Netronix of any such defect within thirty (30) days after the appearance or discovery of such defect, Netronix shall, at its option, repair or replace the defective equipment. For equipment not installed by Netronix, if Purchaser returns the defective equipment to Netronix within thirty (30) days after appearance or discovery of such defect, Netronix shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Netronix shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

Project Commencement: No work shall proceed without an acceptable purchasing document to, Netronix from the customer, and a signed copy of the proposal and these Terms and Conditions.

Mobilization: Following acceptance of this proposal, ten (10) working days and payment of a 25% mobilization invoice. This includes administrative processing, engineering, drafting, equipment procurement, and shipping and receiving.

Confidential Information: Each Party may make available to the other access to certain trade secrets and other confidential technical, business and financial information, including the contents of this Agreement and the Exhibits thereto (collectively, "Confidential Information"). So long as and to the extent that Confidential Information is marked "Confidential" or "Proprietary" (if in tangible form) or is not generally available to the public from other sources, each Party shall safeguard such Confidential Information in the manner in which it safeguards its own confidential information, and shall not disclose Confidential Information to its employees, contractors and agents, except to the extent necessary to enable it to fulfill its obligations under this Agreement. The obligations of this Section 7 shall survive for two (2) years after the termination or expiration of this Agreement. Client shall indemnify Netronix from third party liability arising from any unintended use or unauthorized disclosure.

Termination or Alteration: A contract resulting from the acceptance of an offer may be cancelled or altered by the buyer only if agreed to in writing by, Netronix and subject to the following:

- Prior to termination, customer must provide Netronix written notice of terms that have not been met
- Netronix shall be given thirty (30) days to correct said items

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- Netronix shall be paid for all products and services performed up to the effective date of termination plus reasonable costs associated with the orderly close out of the contract
- Netronix shall be paid for all anticipated profit based on the original contract amount and any change orders executed prior to the effective termination date

Proposal Expiration: This proposal shall be honored for thirty (30) days

Intellectual Property: This proposal and all accompanying materials, and the original information, designs, concepts, and ideas represented herein are the exclusive property of Netronix and may not be reproduced or copied in any manner without the express written authorization of NETRONIX. The proposal and all associated materials, drawings, and documents must be returned promptly upon demand.

Compliance with Laws: Netronix shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

Liquidated Damages: No liquidated damages will be due

Debris Disposal: Netronix will dispose of debris created by our work in owner furnished trash bins or containers at the site.

Invoicing & Payment: Netronix will invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Twenty-five (25%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 25% shall be included in Netronix initial invoice. Purchaser agrees to pay Netronix the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. Final payment shall be due upon the completion of the project for the remaining balance of the contract, including taxes as required by law. No provisions of the proposal shall serve to void our entitlement to timely payment for properly performed work or suitably stored material, nor void, any of Netronix's rights under Mechanics' Lien Laws. If Netronix invoice is not paid within 30 days of its issuance, it is consider delinquent and a penalty of 1.50% (of the total invoice) per month shall be assessed until the delinquent amount is paid in full. If a delinquent invoice is forwarded to collections, Purchaser agrees to pay any collection fees associated with the collection of delinquent invoices, and the amount of the original invoice. All late payments shall bear interest at the rate of 1.50% at the time payment is due. Nothing in this proposal or contract shall be construed to require NETRONIX to continue performance of work if we do not receive timely payment for properly performed work or stored materials. Netronix retains title to all equipment until installation is complete and reserves the right to retake possession of the same or any part thereof at the customers cost if default is made by the customer in any payment. Netronix does not accept any back charges that have not previously been agreed to in writing.

Taxes: The price of this proposal includes estimated sales, use, excise, or other similar taxes, required by federal, state or local law. Purchaser shall pay taxes at the current tax rate at the date of invoice. Alternatively, the Purchaser may provide Netronix with acceptable tax exemption certificates.

Parking and Storage: Customer shall furnish and make available to, Netronix at the site reasonable storage and parking facilities, and convenient delivery access to our work.

Elements Beyond the Control of NETRONIX: The schedule of any other contractors involved in this project shall be made in consultation with NETRONIX, and unless otherwise agreed to, shall provide time for NETRONIX to perform our work on an 8-hour day, 40-hour week basis. This proposal does not include provision for Netronix to perform overtime work for delays not caused by Netronix. An additional charge to the contract shall be made for any mutually agreed upon overtime. Netronix shall not be responsible for delays or default that are occasioned by caused of any kind that are beyond our control, including but not limited to delays or defaults of Architects, the Owner, the Contractor, and Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. Netronix shall be entitled to equitable adjustments in the amount of the contract for delays caused by anything that is beyond our control.

Materials: If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Netronix, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Netronix shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

Delays: Netronix shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Netronix control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Netronix.

Insurance: Insurance coverage in excess of Netronix standard limits will be furnished when requested and required. No credit will be given or premium paid by Netronix for insurance afforded by others.

Indemnity: The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

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Occupational Safety and Health: The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

Entire Agreement: This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

On behalf of the entire Netronix staff, I sincerely appreciate the opportunity to be of service. Please feel free to contact me with any questions or comments at 800-600-3939.

Authorization: MAKING WAVES FOUNDATION

Netronix Integration, Inc.

Vincent Gatto

Print Name

Print Name

Vincent Gatto

Signature

Signature

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Coversheet

Finalsite Renewal

Section: V. Consent Action Items
Item: A. Finalsite Renewal
Purpose: Vote
Submitted by: Damon Edwards
Related Material: MWA_Finalsite_Invoice_INV025180.pdf

BACKGROUND:

Annual payment for the web hosting platform that hosts the MWA website.

RECOMMENDATION:

Please approve the annual fee with a fiscal impact of \$15,000.



Invoice

Invoice #: INV025180
 Date: 11/2/2019
 Payment Terms: Upon receipt
 Due Date: 11/2/2019
 PO#:

Bill To
 Making Waves Academy
 4123 Lakeside Drive
 Richmond CA 94806
 United States

Ship To
 Making Waves Academy - Richmond
 4123 Lakeside Drive
 Richmond CA 94806
 United States

Description	Coverage Start Date	Coverage End Date	Qty	Amount
Hosting	11/2/2019		1	Included
Alerts	11/2/2019		1	Included
Athletics Manager	11/2/2019		1	Included
Blogs - Unlimited	11/2/2019		1	Included
Calendar Manager	11/2/2019		1	Included
Disk Space 25 GB	11/2/2019		1	Included
Custom Role / Portal (Directories)	11/2/2019		1	Included
eNotify	11/2/2019		1	Included
Faculty & Staff Role / Portal - Unlimited Users	11/2/2019		1	Included
Forms Manager - Unlimited Forms	11/2/2019		1	Included
Forms Plus	11/2/2019		1	Included
LDAP/Active Directory Integration	11/2/2019		1	Included
Media Manager	11/2/2019		1	Included
News Manager	11/2/2019		1	Included
Parents Role / Portal - Unlimited Users	11/2/2019		1	Included
Integration: PowerSchool	11/2/2019		1	Included
Student Role / Portal - Unlimited Users	11/2/2019		1	Included
			Subtotal	\$15,500.00
			Tax Total	\$0.00
			Total	\$15,500.00

Please make all checks payable to Active Internet Technologies, LLC.

Remittance Address:
 Active Internet
 Technologies
 PO Box 783838
 Philadelphia, PA
 19178-3838

For Courier Deposits (Fed Ex, UPS, etc.):
 Active Internet Technologies LLC
 Attn: Lockbox 783838
 Wells Fargo Bank
 MAC Y1372-045
 401 Market Street
 Philadelphia, PA 19106

Wire Instructions:
 Bank: Wells Fargo Bank NA
 Bank Add: PO Box 63020, San Francisco, CA 94163
 ABA: 121000248 / SWIFT ID: WFBIUS6S
 Account Name: Active Internet Technologies LLC
 Account Number: 4095186292

800-592-2469 x8
accounting@finalsite.com

We appreciate your confidence in us and our products. Please visit us online at www.finalsite.com