



Making Waves Academy

March MWA Board Meeting

Date and Time

Thursday March 19, 2020 at 10:00 AM PDT

Location

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

Access Code: 967-255-093

The school is closed through April 3rd out of an abundance of caution and in response to the Coronavirus pandemic.

To make sure that we do not miss important compliance deadlines we are planning to keep the March Board Meeting. **This meeting will be held virtually in lieu of in person attendance.** Our board members will be participating via teleconference to minimize person-to-person contact.

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La escuela está cerrada hasta el 3 de abril por una abundancia de precaución y en respuesta a la pandemia de Coronavirus.

*Para asegurarnos de que no perdamos los plazos de cumplimiento importantes, estamos planeando mantener la reunión de la Junta Directiva en marzo. **La junta se llevara acabo virtualmente en lugar de la asistencia***

en persona. Los miembros de la junta participarán por teleconferencia para minimizar el contacto de persona a persona.

- **Puede unirse a la reunión desde su computadora, tableta o teléfono inteligente.**

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

También puede marcar con su teléfono.

Estados Unidos: +1 (224) 501-3412

Código de acceso: 967-255-093

[To Access the Agenda in Spanish CLICK HERE](#)

[Para ver la agenda en Espanol oprima aqui](#)

Public Comment

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

If you have questions about the board agenda and materials or you are in need of disability-related accommodations, please contact:

Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:

Elizabeth Martinez at emartinez@mwacademy.org or 510.262.1511 ext. 1408

Agenda

I. Opening Items

Opening Items

A. Call the Meeting to Order

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

B. Record Attendance and Guests

Roll call and verification of quorum.

C. Public Comment

II. Standing Reports

A. Compliance to Excellence: Remarks by Board President

Topics to be Covered:

- School Closure
- Communication and Responsiveness
- WASC Impressions

B. Q & A on Associated Student Body Report

Student government written report.

C. Deep Dive: Bellwether Engagement Discussion

Update from the CEO on the development of the strategic plan.

D. Q & A on Senior School Director Written Report

Items to be covered in reports:

- From the Senior School Director's Desk
- Teaching and Learning Cycle Update
- Tier 3 Intervention
- Special Education Update
- English Learner Development Update

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

E. Q & A on CEO Written Report

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

F. Q&A on Finance Written Report

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

G. 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

H. School Site Council Update

Update on latest SSC meeting from SSC officer.

III. Non-Action Items

A. WASC Visit Debrief

Chief of Staff provides executive summary and highlights following the WASC Visit that took place March 8th-11th.

B. Lottery Update

C. Board Commitment Form & Form 700 for 2019

IV. Action Items

A. Board Minutes: February 6, 2020 Board Meeting

B. Accept Minutes for Committees and Advisory Committees

C. Second Interim Budget (2019-2020)

D. Tax Returns

E. MWA Lease Renewal for 2020-2021

F. e-Rate Contract

G. 2019-20 Audit and Tax Engagement

H. Emergency Board Meeting Minutes

Approve minutes for Emergency Board Meeting on March 13, 2020

V. Consent Action Items

A. Intacct Contract Renewal

VI. Discussion Items

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

- May 21st, 2020, 4:00 pm-8:00 pm
- June Meeting, cancelled

B. Adjourn Meeting

Coversheet

Q & A on Associated Student Body Report

Section: II. Standing Reports
Item: B. Q & A on Associated Student Body Report
Purpose: Discuss
Submitted by: Melissa Macho
Related Material: March_2020_ASB_Board_Meeting_.pptx

BACKGROUND:

2-4 ASB Members will discuss their successes, challenges, and priorities since their last Board Report (Feb. 2020).

Making Waves Academy

ASB Update

March 19, 2020





Successes

- WASC Committee Lunch with ASB
- Black History Month Assembly
- 10th and 11th Grade College Tour Field Trips
- Senior Activities - 100 Days to Graduation
- March 6th ASM
- Spirit Week and Pep Rally Planning



Black History Month Assembly





10th Grade College Tour Trip - Sonoma State





10th Grade College Tour Trip - UC Davis





11th Grade College Tour Trip - CSU East Bay





11th Grade College Tour Trip - SF State





100 Days to Graduation





Challenges

- Student participation
 - Especially in community blocks such as ASM's and Pep Rallies
 - Getting new students to volunteer to participate
- Time management and juggling school work and extracurriculars



Priorities

- Planning and marketing a successful and engaging spirit week and pep rally
- Continue to think outside the box when planning events for the community
- Continue to be the bridge between students and staff & faculty



Questions?

Coversheet

Deep Dive: Bellwether Engagement Discussion

Section: II. Standing Reports
Item: C. Deep Dive: Bellwether Engagement Discussion
Purpose: Discuss
Submitted by:
Related Material: MWA_SP_DRAFT_for_MWA_Board_3_19_20.pdf



Strategic Plan Development Update

Making Waves Academy Board
Pre-read

March 19, 2020

Key components of the pre-read include...

- Barriers for students from low-income, 1st gen households
- MWA and CAP alignment (from “Good” to “Great”)
- Proposed strategic priorities and initiatives
- Estimated College Completion (ECC) as a “North Star” metric
- ECC schools and implications for not just “Fit” but “Match”

We know that extensive supports are needed to help low-income / first-gen students succeed in college and beyond

Major (often interconnected) barriers to accessing postsecondary opportunities

Academic	Social, Emotional, and Experiential	Financial	Logistical
Academic Qualifications / Readiness	College Exposure	Gap to Cost of Attendance	School Match
Organizational & Study Skills	Postsecondary Self-Image	Financial Aid Application	College Entrance Exams
High School Graduation	Career Aspirations	Financial Literacy	College Application
	Social Choices	Budgeting and money management	School Accessibility and transportation
	Family Support & Engagement		“Home Management” and caregiving
	Mindset and tenacity		

We are proud of the MWA and CAP “secret sauce”...

Academy

Dedicated to the community

Strong, respectful relationships: peer-to-peer and adult-to-peer

Rigorous and holistic college readiness-oriented programming

21st century educational environment

Deeply student-centered pedagogy, focused on their life vision

CAP

Structured coaching approach...

...Delivered by professionals

Personalized, long-term planning

Emphasis on financial fit and information (literacy)

...but recognize there is work to be done to bring the programs into better alignment and take them from “good” to “great”

Middle School			High School				Postsecondary						Career	
Academic foundations + habits of success			Readiness		Access		Persistence		Completion				Early Career	
5	6	7	8	9	10	11	12	Y1	Y2	Y3	Y4	Y5	Y6	-

Making Waves Academy equips students with the academic foundations and social-emotional readiness to explore / define their postsecondary and lifelong aspirations and then access their chosen pathways

The **College Advising Program** strengthens students' social-emotional toolkit – and provides ongoing logistics and financial support – to ensure postsecondary *and* long-term success

Family engagement is a differentiator throughout a student's journey

The fact that Making Waves invests across the continuum is unique; the challenge is that this makes it difficult to identify which elements of support are driving results (and with what resources/ investment) and which leaders should “own” each step

Emerging from this analysis and discussion, we see a primary focus for our next 2-3 years — refining our college access and success program model and services

Draft — for discussion and refinement

Strategic priorities

Potential initiatives

1 **Align programs** for maximum impact from 5th through college (*anchored by a clear graduate profile*)

2 **Refine existing CAP and MWA programs** to enhance efficiency/ effectiveness and drive greater impact

3 Ensure MWF has the right **structure, decision-rights, and talent** in place to enable program success

4 Develop **learning and growth engine** — to spur **continuous improvement** and innovation

- Develop shared organization-wide metrics
- Align definitions MWA and CAP (e.g., match & fit)
- Focus internal supports on increasing the impact of high-leverage positions (teachers / coaches)

- CAP: track grad rate relative to ECC
- CAP: reduce administrative tasks for coaches
- MWA: improve quality/ consistency of advisory period programming

- Clarify organization-wide accountability structures / decision rights
- Bring together access and success work “under one roof” and align functional teams

- Free staff capacity to codify, evaluate, and improve existing practices...
- ...and to design pilots/ innovations, leveraging longitudinal student data

We are also aligned on a longer-term goal of serving more students in Contra Costa County – and inspiring beyond

Middle School			High School				Postsecondary						Career	
Academic foundations + habits of success			Readiness		Access		Persistence		Completion				Early Career	
5	6	7	8	9	10	11	12	Y1	Y2	Y3	Y4	Y5	Y6	-

Making Waves Academy equips students with the academic foundations and social-emotional readiness to explore / define their postsecondary and lifelong aspirations and then access their chosen pathways

The **College Advising Program** strengthens students' social-emotional toolkit – and provides ongoing logistics and financial support – to ensure postsecondary *and* long-term success; it encompasses both **access** and **success** programming

R&D “lab” leads data-informed innovation (e.g., differentiated supports) and field dissemination

Serves both MWA and Contra Costa County students from high school through access to first career

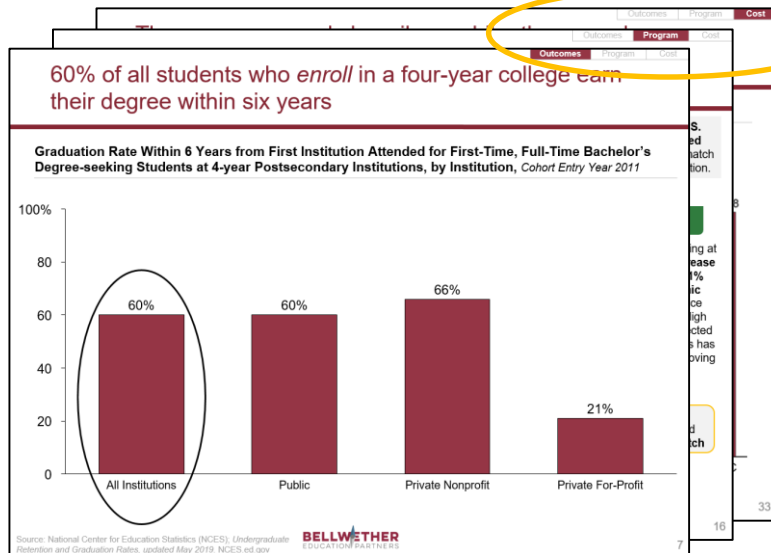


Benchmarking summary

- Many organizations that support low-income students to and through college compare their student outcomes with **national data points that can be misleading** due to denominator issues
- What is clear is that **low-income students and students of color graduate from college at much lower rates** than their white, wealthier peers: fewer than 1 in 5 graduates from high-poverty high schools and fewer than 1 in 3 graduates from high-minority high schools graduate college within six years
- However, there are bright spots: **top charter school networks have six-year grad rates near 50%** and are continuing to improve, and the National College Access Network (NCAN) reports that its member organizations—**college access and success orgs across the country—average a 52% grad rate**
- **Many leading practitioners in the field measure their success using Estimated College Completion (ECC) rates.** ECC rates are an average of the graduation rates of the colleges in which a cohort of students enroll; apart from formal statistical analyses, **they are the best counterfactual for assessing program impact on college completion rates**
- Leading charter schools are optimizing their **college access programs to maximize ECC rates**, while **access and success programs** are using a variety of strategies to support college **persistence and completion**
- Looking at MWA/ CA, student outcomes, program elements, and costs per student are generally in line with relevant benchmarks; however, **we see opportunities to adopt program best practices to drive stronger student outcomes at a lower cost**

Reminder: we set out to answer three primary questions through benchmark research

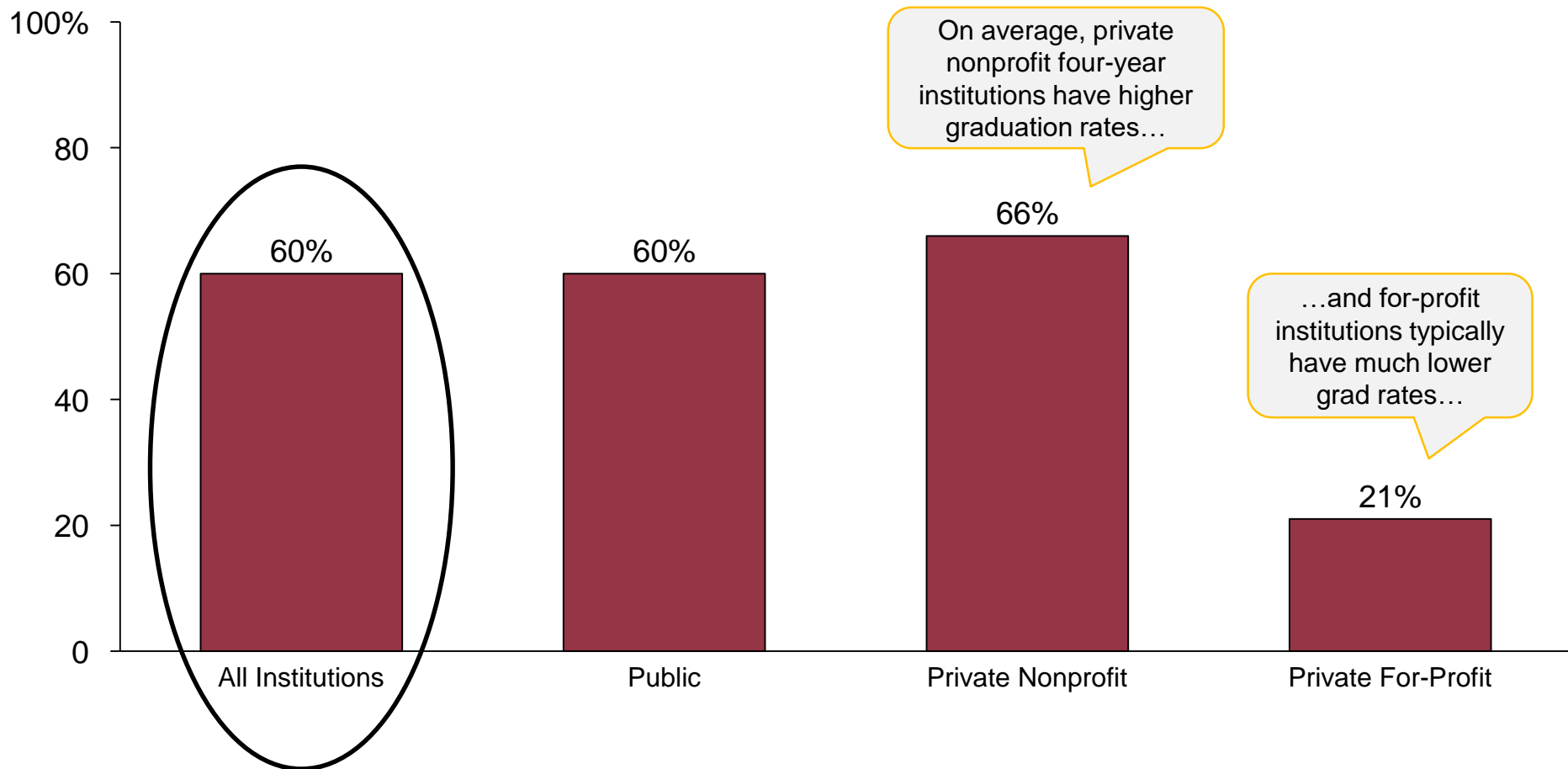
- 1 How do **student outcomes** at Making Waves stack up against comparable organizations, both nationally and within the Bay Area?
- 2 How do core elements of college access and success programming at Making Waves compare to similar **program elements** at benchmark organizations?
- 3 How does the **cost per student** for Making Waves compare to other similar organizations?



Note: labels in the top right corner of the following slides map to one of the three questions above

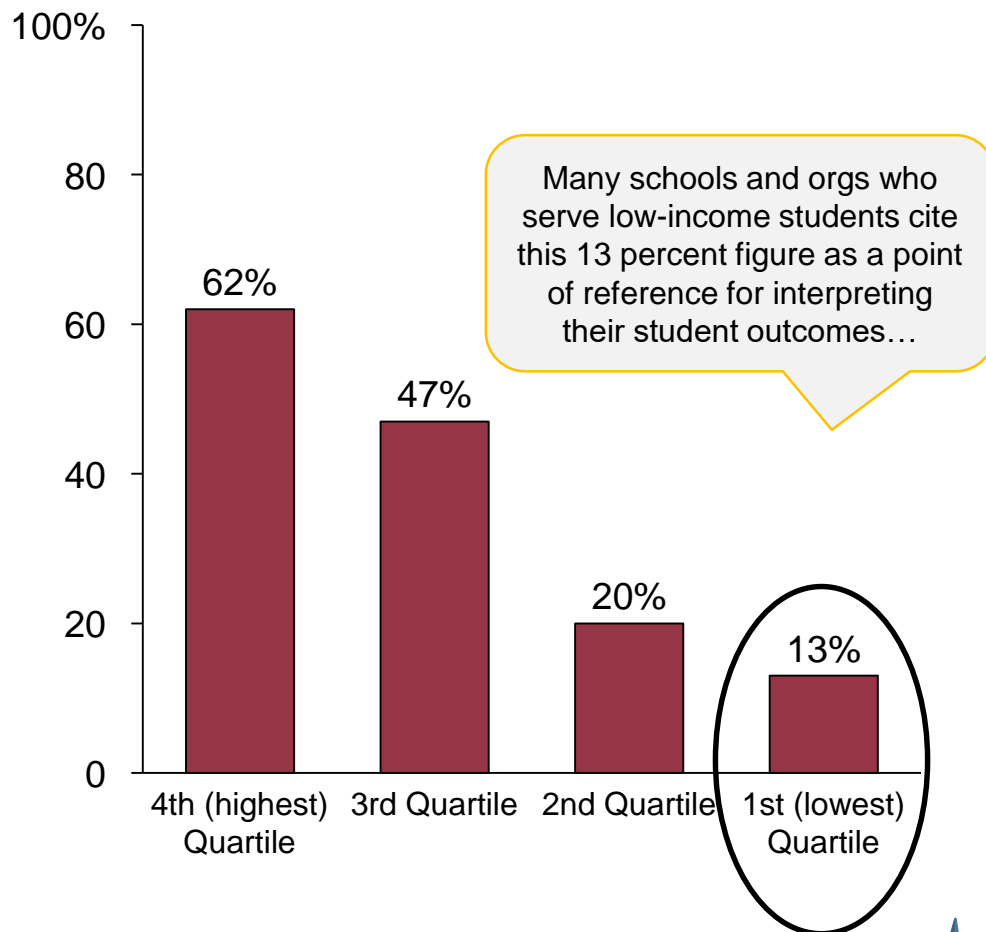
Across the US, 60% of all students who *enroll* in a four-year college earn their degree within six years

Graduation Rate Within 6 Years from First Institution Attended for First-Time, Full-Time Bachelor's Degree-seeking Students at 4-year Postsecondary Institutions, by Institution, Cohort Entry Year 2011

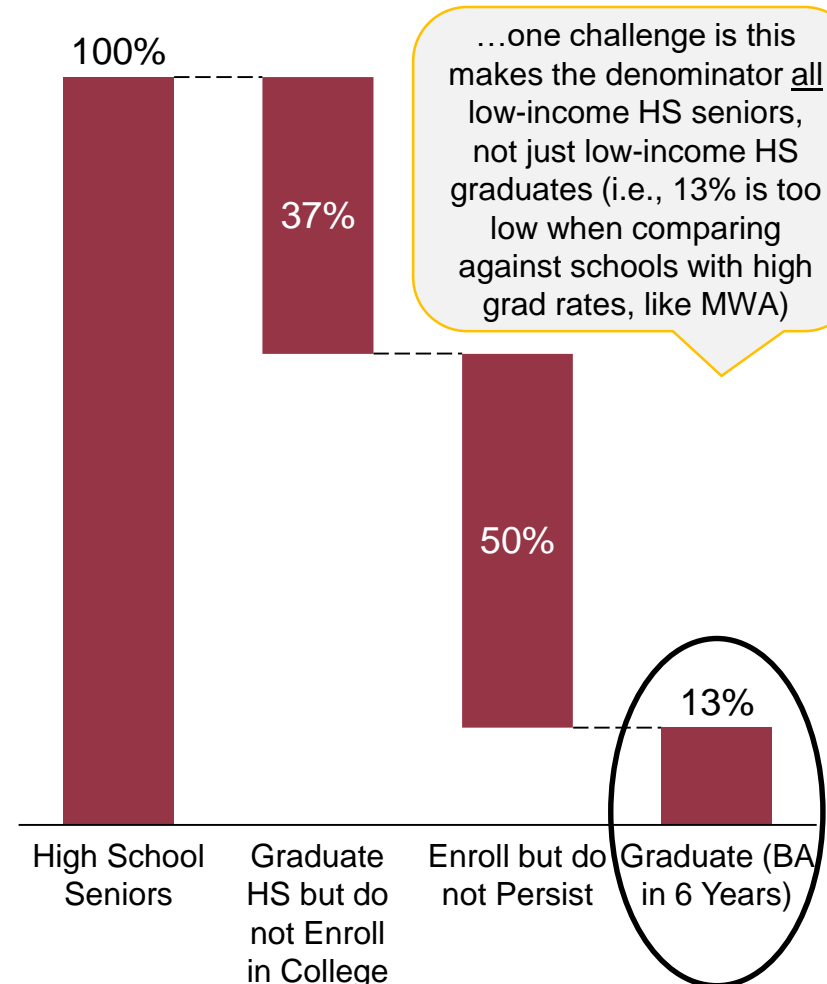


Many organizations cite 13% as the national low-income college graduation rate, but this figure has denominator issues

Estimated BA Attainment by Age 24 by Family Income Quartile, 2016



Estimated BA Attainment by Age 24 for Students from Lowest Family Income Quartile, 2016

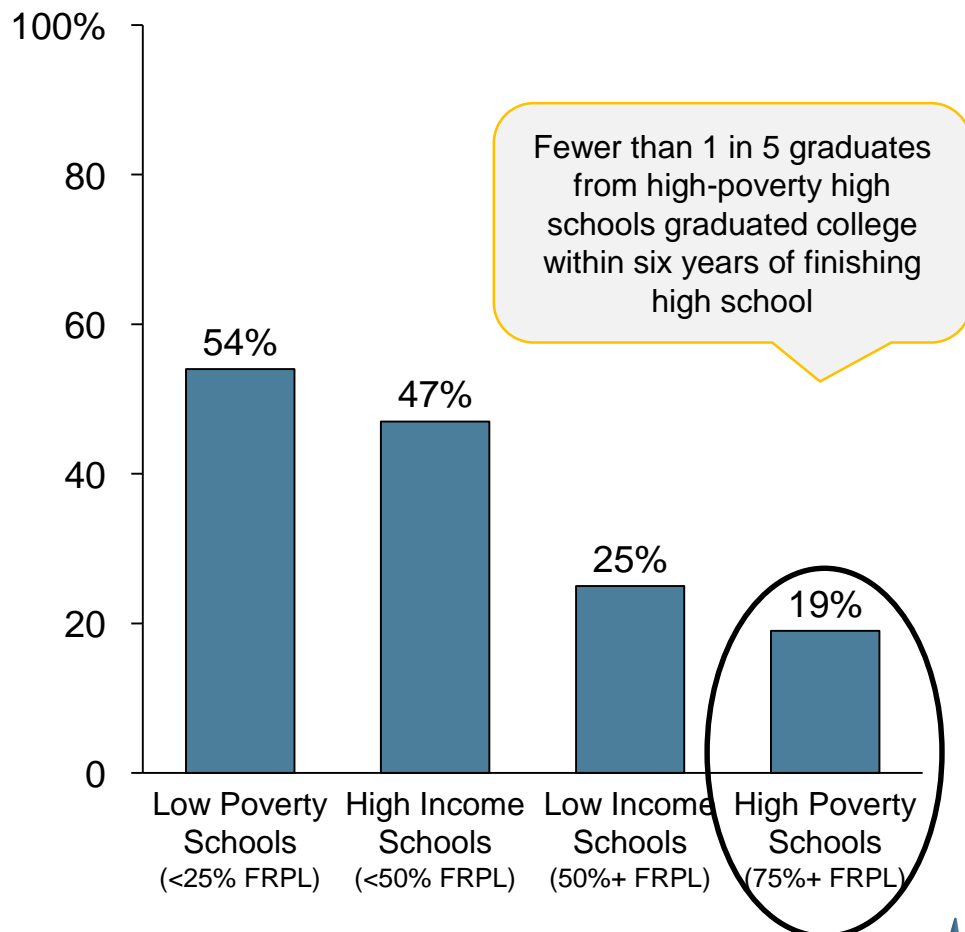


Source: Pell Institute Equity Indicator Report, 2019. Note: we show Equity Indicator 5a(i) and a modified version of Indicator 1b here.



Controlling for high school graduation and school type can provide a more useful benchmark (that is still very low)

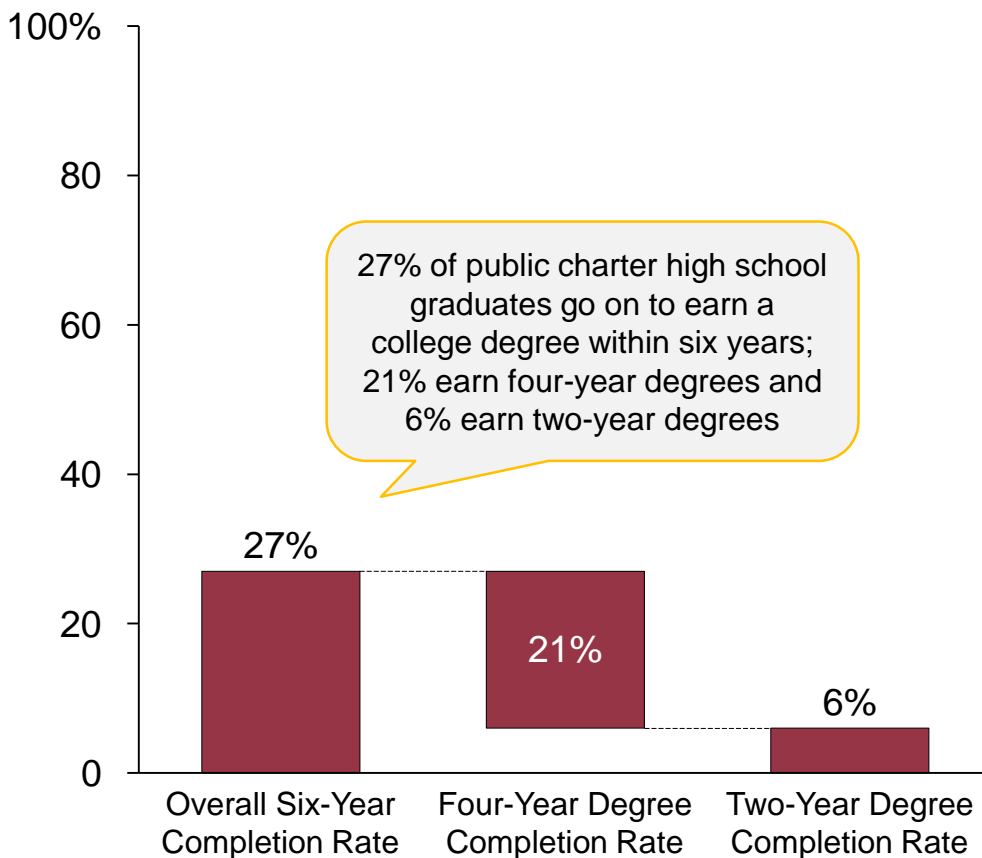
College Completion Rates Six Years after High School Graduation, Public Non-Charter Schools Class of 2010





As a public charter school, MWA should benchmark college completion rates against other high-performing CMOs

College Completion Rates Six Years after HS Graduation, Public Charter Schools, *Class of 2010*



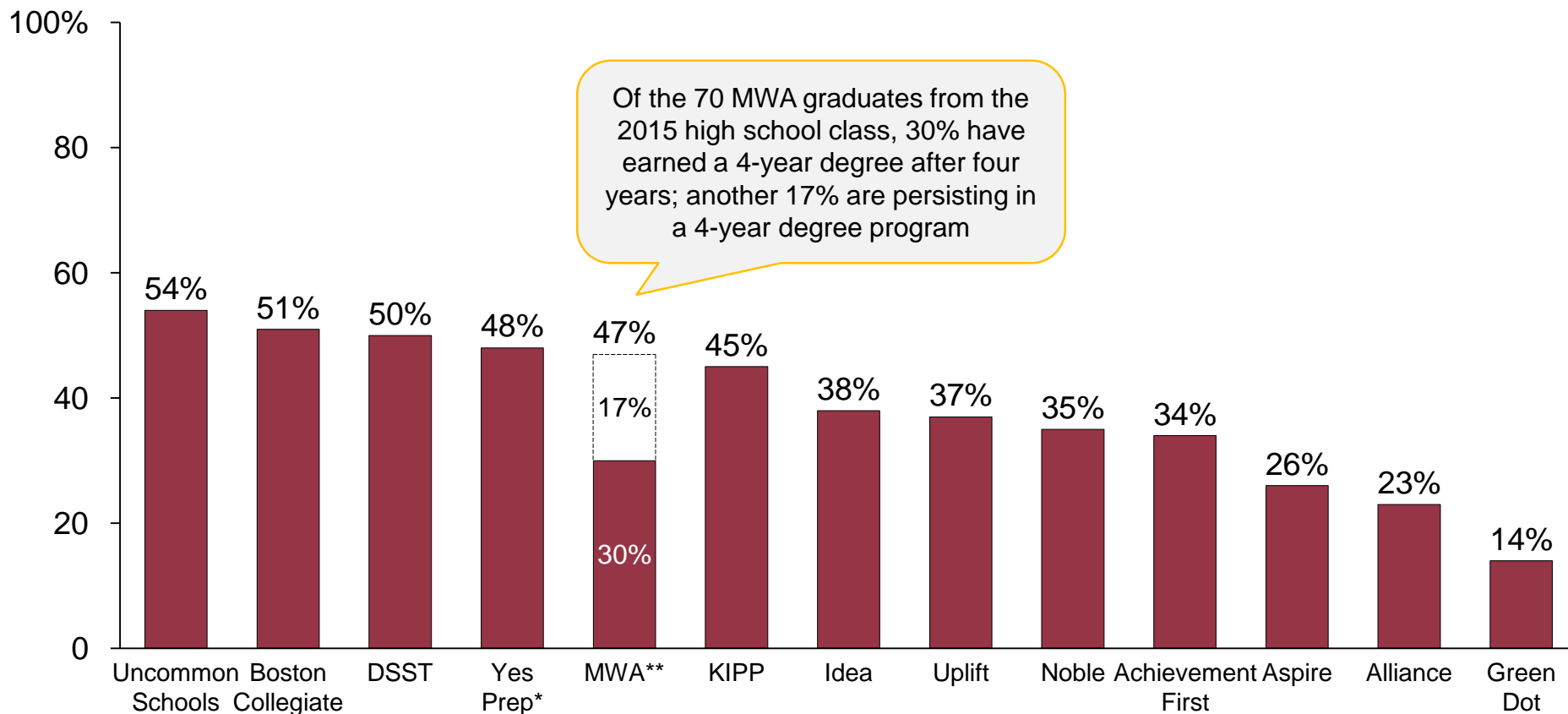
- It's worth noting that Public Charter Schools come in many shapes in sizes; **this national data point is an imperfect benchmark for MWA.**
- On the following slides, we provide data on a group of CMOs that have similar missions to MWA and, by and large, serve a similar student demographic (predominantly low-income students of color). **The CMOs on the following slides are thus a better comparison set for MWA.**
- Of course, **all benchmarks have limitations**, and finding a truly apples-to-apples comparison is an ongoing challenge. The data on the following slides is intended to provide rough guideposts for interpreting MWA/CAP results in the broader national context.



We do not yet have six-year data for MWA's first grad class; four-year data show MWA rates trending close to other CMOs

Rates of Four-Year College Completion Within Six Years

MWA Class of 2015 versus National CMOs



Note: as indicated on prior slide, Yes Prep's graduation rate includes both 4-year and 2-year degrees

****Note:** Bellwether is in the process of verifying student outcome data with the CAP team; exact figures may change, but overall rates are directionally accurate.



While comparing against CMOs is helpful, a more nuanced approach uses Estimated College Completion (ECC) rates

MWA High School class of 2015		
Institution	MWA Enrollees	Graduation Rate
Contra Costa College	13	23%
CSU Bakersfield	6	41%
UC Merced	6	64%
Berkeley City College	4	12%
CSU San Jose	4	57%
College of Marin	3	17%
CSU Sacramento	3	48%
UC Santa Cruz	3	77%
CSU East Bay	2	42%
CSU Humboldt	2	47%
CSU Sonoma	2	58%
UC Berkeley	2	91%
Antioch College	1	56%
Clark University	1	83%
Columbia University	1	95%
CSU Cal Poly Pomona	1	66%
CSU San Francisco	1	54%
Linfield College	1	78%
Loyola Marymount University	1	79%
Macalester College	1	87%
Prairie View A and M Universi	1	35%
Santa Clara University	1	90%
St. Mary's College	1	76%
UC Santa Barbara	1	81%
UCLA	1	91%
University of San Diego	1	82%
University of San Francisco	1	77%
Vassar College	1	90%

What are Estimated College Completion (ECC) rates?

- ECC rates are an average of the graduation rates of the colleges in which a cohort of students enroll

What do ECC rates measure?

- ECC rates use historical graduation rates at colleges to predict the likelihood a student will graduate from that particular college

How are ECC rates useful?

- ECC rates indicate the likely success of any demographically similar student at a given postsecondary institution; apart from formal statistical analyses, **they are the best counterfactual for assessing program impact on college completion rates**

Who else uses ECC rates?

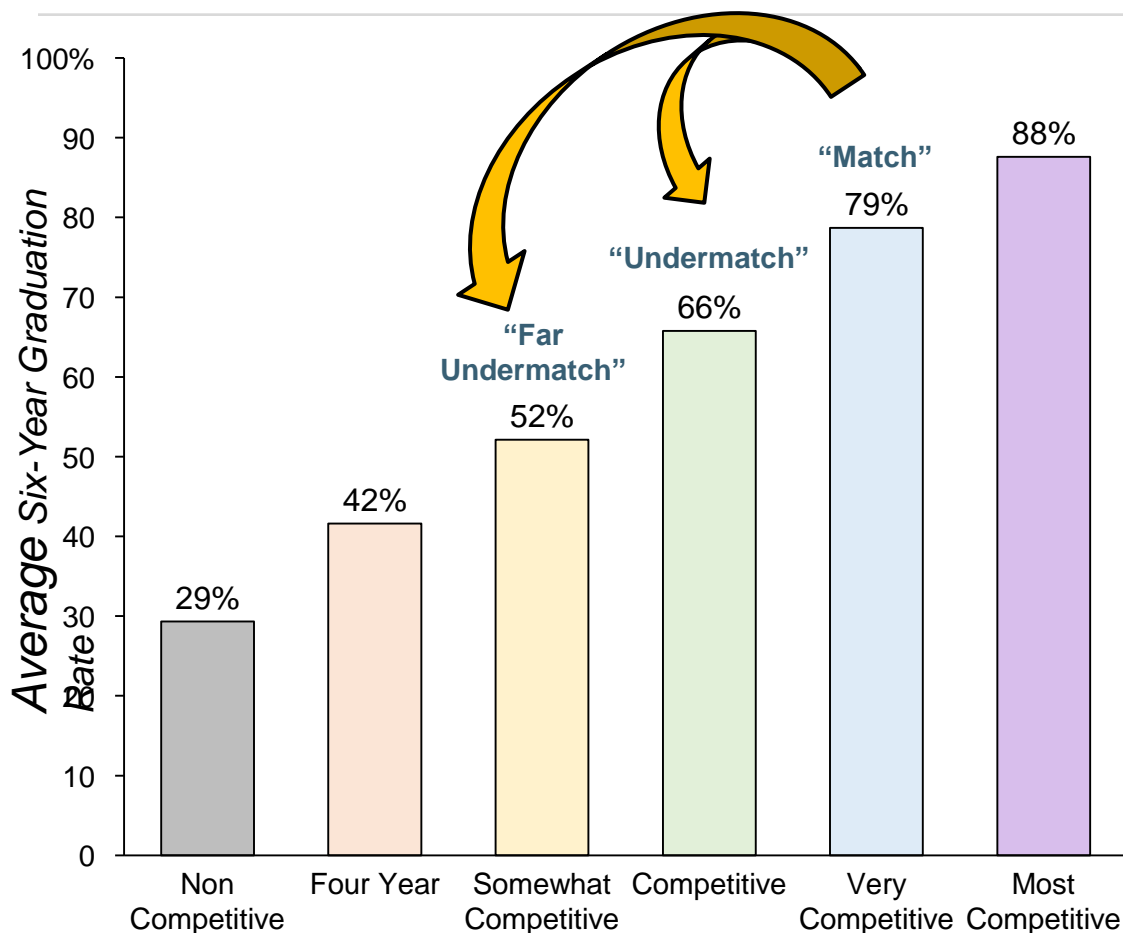
- Many CMOs are beginning to track ECC rates as a baseline indicator for their efforts to support students to and through college*

Note: ECC calculated using IPEDS data on 150% grad rates for full-time, first-time degree seeking Pell grant recipients at given institutions



Many CMOs emphasize ECC because they know students who “undermatch” often lower their odds of earning a degree

Average Institutional Graduation Rates by Barron’s Selectivity Level 2017



The Effects of Undermatching

Consider a student who has access to Very Competitive colleges:

- By “**matching**” to a Very Competitive college she would, on average, attend a school with a **79% graduation rate**
- By “**undermatching**” to a Competitive college she would, on average, attend a school with a **66% graduation rate, 13 points lower** than her average match school
- By “**far undermatching**” to a Somewhat Competitive college she would, on average, attend a school with a **52% grad rate, 27 points lower** than her average match school

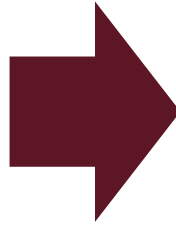
Note: graph uses Barron’s 2017 collapsed selectivity levels. Six-year graduation rates pulled from IPEDS for 2011 cohort of first-time, full-time students seeking a bachelor or equivalent at four-year institutions (n=1,330 institutions)

Efforts to refine college access and success programming should contribute to three overarching objectives

- ① Increase student success rates
- ② Improve student “match and fit” to reduce undermatching and maximize estimated college completion
- ③ Enable scale through reduced per-pupil cost

Undermatching occurs when a student attends a college that is less selective than their credentials would otherwise allow

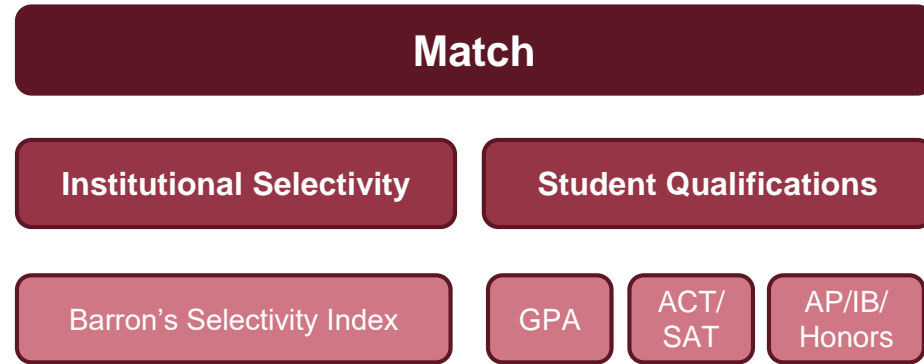
Students from low-income families are more likely to undermatch when enrolling in college, meaning they attend less selective institutions than their hard-earned GPA and ACT/SAT scores would otherwise allow.



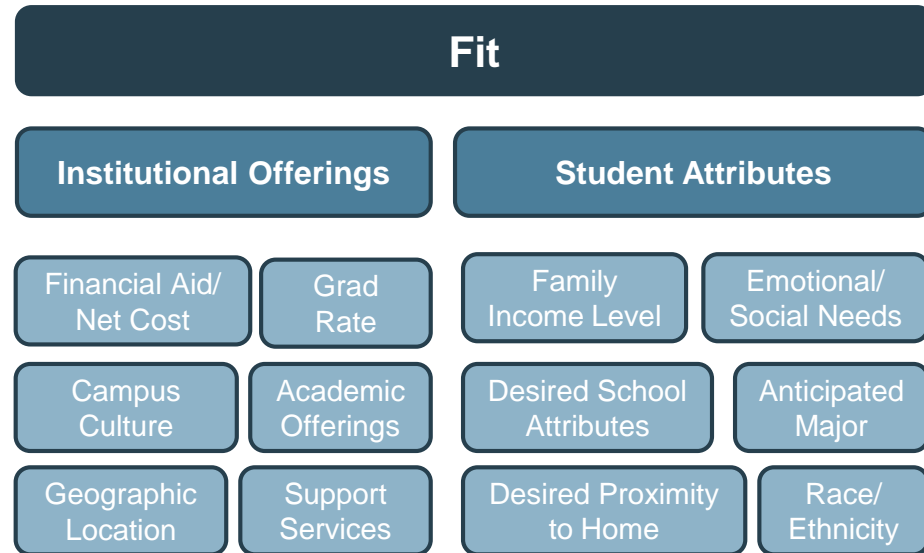
Less selective institutions often have **less financial aid** to give, **fewer supports** for students, and **lower graduation rates**; undermatched students face longer odds to complete a post-secondary degree or certificate.

To better understand undermatching, let's start by reviewing definitions for both "match" and "fit"

The term "match" typically describes the degree to which a student's academic credentials match the selectivity of the college or university in which they enroll. Match encompasses the **quantitative** elements of choosing a post-secondary option; it is more science than art.



"Fit" is a more nebulous concept that refers to how well a prospective student might mesh with an institution once on campus: socially, emotionally, financially, and otherwise. Fit encompasses the **qualitative** elements of choosing a post-secondary option; it is more art than science.



Note: while there is general consensus that match and fit describe the quantitative and qualitative components of post-secondary choice, there is no standard definition of these terms.

The components of match can be used to determine a “match” between student qualifications and institutional selectivity

		Final High School GPA (4.0- and 100-point scales)							
Highest Score		<72.5	72.6-74.9	75.0-79.9	80.0-82.4	82.5-84.9	85.0-87.4	87.5-94.9	95.0+
ACT	SAT	<1.74	1.75-1.99	2.00- 2.49	2.50- 2.75	2.75- 2.99	3.0- 3.24	3.25- 3.74	3.75+
24+	1090+	Somewhat Competitive	Somewhat Competitive	Somewhat Competitive	Very Competitive	Very Competitive	Most Competitive	Most Competitive	Most Competitive
21-23	980-1080	Four Year College	Four Year College	Somewhat Competitive	Competitive	Very Competitive	Very Competitive	Very Competitive	Very Competitive
18-20	870-970	Four Year College	Four Year College	Somewhat Competitive	Competitive	Competitive	Very Competitive	Very Competitive	Very Competitive
16-17	790-860	Two Year College	Four Year College	Four Year College	Somewhat Competitive	Somewhat Competitive	Somewhat Competitive	Competitive	Very Competitive
<16 or No ACT	<790 or No SAT	Two Year College	Four Year College	Four Year College	Four Year College	Four Year College	Four Year College	Somewhat Competitive	Somewhat Competitive



For example, this **selectivity index** indicates a student with an ACT score of 21 and a GPA of 2.8 should be eligible to enroll in, or “match” to, a very competitive school

Match selectivity index based on modified version of OneGoal selectivity index. Note: the specific parameters and category measures used in selectivity indexes vary by region and have significant implications for tracking match rates over time.

There are three steps of the college-going process in which a student can undermatch

<u>Step in Process</u>	<u>Description of Undermatch</u>
1 Application	Student <i>did not apply</i> to match or more selective schools
2 Admittance	Student <i>applied but was not admitted</i> to match or more selective schools
3 Enrollment	Student was <i>admitted but chose not to enroll</i> in match or more selective school

For MWA, improving postsecondary match rates will first require diagnosing the root cause of undermatching

<u>Step in Process</u>	<u>Description</u>	<u>Match Strategy</u>	<u>Methods</u>
<p>1</p> <p>Application</p>	<p><i>Did not apply</i></p>	<p>Increase applications to match schools</p>	<ul style="list-style-type: none"> • Expand student understanding of strong match and fit schools • Support application process to promote timely and targeted applications • Raise student confidence
<p>2</p> <p>Admittance</p>	<p><i>Applied but was not admitted</i></p>	<p>Strengthen college applications</p>	<ul style="list-style-type: none"> • Invest in advising supports to improve quality of applications • Improve odds by increasing quantity of applications
<p>3</p> <p>Enrollment</p>	<p><i>Admitted but chose not to enroll</i></p>	<p>Influence enrollment decisions</p>	<ul style="list-style-type: none"> • Build strong relationships between students and informed school staff • Provide students & families with timely and accurate data; devote time and expertise to support decision-making

Coversheet

Q & A on Senior School Director Written Report

Section: II. Standing Reports
Item: D. Q & A on Senior School Director Written Report
Purpose: Discuss
Submitted by:
Related Material: March_School Board Report.pdf



Board Report

Middle and Upper School

Board Report - March 2020

From the Senior School Director's Desk

Dr. E. Ward-Jackson

As the third quarter of the 19-20 school year draws to a close, and I walk into the final third of my 90 day launch plan as the Senior School Director for our Academy, I can say, with confidence, that we are actively doing the very important and intentional work of "*scaling deep for excellence.*" I am officially two thirds of the way through my launch into the role of Senior School Director, and am on track with the action plan associated with my initial areas of focus:

Focus Area #1 "Learning Tour"

- Establish my credibility with the upper school division, as a new leader, within the first 90 days by meeting with stakeholders to listen, identify needs, concerns and opportunities for short and long-term actions
- Lead an effective change management process by first fostering professional relationships with all members of the MWA community during my first 90 days, and minimize potential challenges caused by the administrative change

Focus Area #2 "Building Bridges"

- Gain a thorough understanding of the systems, ideologies, institutional practices and policies that govern Making Waves Academy by engaging multiple points of data in an effort to assess the current needs of the school and to facilitate the development of a shared campus culture and priorities
- Develop a one-school identity and culture

Focus Area #3 "Upper School Residency"

- Exercise visibility, accessibility, and responsiveness (VAR)
- Operate from an office in both the upper school and the middle school
- Understand the context for and culture of teaching and learning, with a specific lens on Intervention, Black Student Achievement, and Math Achievement overall

From my perspective, I have had a successful launch into the role. Although transitioning from leading the middle school division, to leading the entire academy has come with its challenges and real-time learnings, it has also been so rewarding, impactful, and professionally fulfilling. I believe that it is the braiding together of the trust that our Executive Leadership has extended to me and the gift of genuine welcome, hope, and transparency that our collective school community has gifted me, that has allowed my transition to be virtually seamless and fully gratifying. For this to be my truth, as a School Leader, during a season of short staffing, increased student crisis, organizational restructure and significant change management, is not taken for granted.

As we prepare to enter into the 4th quarter of the school year and state testing, we are simultaneously deep into preparation for AY 20-21, the hiring season, budget proposals, summative benchmarks, and final formative teacher evaluations. Our teams are not only working hard, they are working smart. This is evidenced by tight and intentional collaboration, a dramatic decrease in disgruntled behaviors and toxicity, and an authenticity in success and celebrations. There is an ocean between compliance and excellence, and we are making waves in the right direction.

Board Report - March 2020

One of my strategic focus areas as we onboard our new org structure in AY20-21, is to re-energize our approach to intervention and extended student support services in a way that optimizes our resources and yields more significant patterns of growth. In the state of California, we are highly encouraged to approach learning using a Multi-Tiered System of Support (MTSS). Although not always explicitly called “MTSS,” at Making Waves Academy, the intention of this framework has been a pillar of MWA’s model from its inception. The objective is to focus on critical learners and to provide a vehicle for teamwork and data-based decision making in an effort to strengthen their performance both before and after educational and behavioral problems increase in intensity. MTSS is an integrated, comprehensive framework that focuses on Common Core State Standards (CCSS), core instruction, differentiated learning, student-centered learning, individualized student needs, and the alignment of systems necessary for all students’ academic, behavioral, and social success. What I appreciate most about MTSS, as an approach, is the room that it offers to create needed systemic change through intentional design and redesign of services and supports that quickly identify and match the needs of all students. I am currently in collaboration with our programmatic leaders, curriculum and instruction leaders, student support services team members, as well as our CEO as I study, strategize and ultimately work to reset our program in a way that ensures we are:

- Enabling a paradigm shift for providing support and setting higher expectations for all students through intentional design and redesign of integrated services and supports, rather than selection of a few components of intensive interventions for select students
- Relying on a process and method to identify problems, develop interventions, and evaluate the effectiveness of the intervention
- Transforming the way we provide support for all students through intentional integration of instruction and intervention services and supports so that systemic changes are sustainable and based on standards-aligned classroom instruction 5-12
- Challenging all school staff to change the way in which they have traditionally worked both in and out of the classroom
- Supporting high-quality standards and research-based, culturally and linguistically relevant instruction with the belief that every student can learn and excel
- Implementing a collaborative approach to analyze student data and work together in the intervention process

MTSS brings together our Response to Intervention (RTI), Restorative Justice (RJ), and Positive Behavior Intervention Services (PBIS), and aligns their supports to serve the whole child, it utilizes high-quality evidence-based instruction, intervention, and assessment practices to ensure that every student receives the appropriate level of support to be successful. Looking at our programmatic structure and instruction through an intentional lens of Multi-Tiered System of Supports will help us to best organize and align academic standards and behavioral expectations in order to enable every Wave-Maker to successfully reach their fullest potential while optimizing the reach and effective use of resources.

In this report, we will dive deeply into the integrated and designated supplemental learning experiences of our most critical learners. Students who have Tier 3 Intervention (RTI-Title1), English Language Development (ELD-Title 3), and Special Education (SPED) designations are served both in our core day instruction (integrated) and within specialized programming (designated). In addition to meeting state and federal compliance requirements for these at-risk Wave-Makers, we are committed to programming and data monitoring that aims for excellence. Accordingly, future reports on these subgroups of Waves Maker’s will be shared in alignment with a multi-tiered system of support lens.

Board Report - March 2020

Teaching and Learning: Focus on Professional Development

Caitlin Shelburne and Priscilla Mendez

What?

- S1:
 - Successes: We launched our first academy-wide peer observation cycle by content teams. We learned that our faculty enjoy time together to learn about each other’s practice. We also learned that our vertical content teams have a solid working relationship and respect for each other’s practice. Peer observations led to constructive feedback, as well as the sharing of resources and ideas across the academy.
 - Challenges: The structure of peer observations did not allow for all faculty to self-select which content they observed. Constructive feedback we received after the cycle indicated that it was not long enough for faculty to observe more than 2 other colleagues.

- S2:
 - Successes: We took the learnings from semester one and decided to focus on strengthening the faculty culture outside of vertical content teams by engaging in two academy-wide Bright Spots Symposiums (similar set-up to an external conference - conference schedule including session title/location/facilitator, session sign-ups, feedback collection). The middle school faculty led the first conference while the upper school led the second conference two weeks later. During these faculty-led professional development sessions, we had an eye for teacher interactions between campuses, who chose to attend which sessions and which facilitation strategies yielded the greatest implementation in classroom observations.
 - Challenges: Through the tracking of session sign-ups, we were able to determine that some session topics were more popular and better attended than others. Another piece of feedback received was that this format works really well, but isn’t utilized enough during Friday PD throughout the school year.

Session #1 2:45-3:25	3:25-3:35	Session #2 3:35-4:15	4:15-4:20	4:20-4:30
Integrating Technology E. Twichell US4-203	Passing Period ~ Share positive feedback with facilitators ~ Engage in a silent chalk talk	Building Cultural Literacy H. McCoy US4-208	Complete Feedback Survey Before Leaving Session #2	Share positive feedback with facilitators ~ Engage in a silent chalk talk
ELD Best Practices M. Persina US4-205		Inquiry-Based Questioning C. Huizar, B. Calvert US4-202		
INB, Games, & Inclusivity S. Contreras, A. Meehan, I. Moreno US4-204		Mindfulness Practices R. Takanashi US4-206		
Evidence-Based Questioning & Writing H. MacDonald US4-207		PBL P. Gagen US4-209		

Board Report - March 2020



So What?

This year, we have worked to build academy wide alignment with respect to teacher culture and instructional best practices through a variety of professional development sessions and topics. Our *culture* indicators include observations of teacher interactions and survey feedback. Our *effectiveness* indicators include follow-through and implementation based on classroom observations.

In planning for our BAASAI Professional Development, we intended to take the learnings and momentum from our prior professional development sessions to ensure a strong, safe and brave environment was created in order to allow our faculty and staff to authentically engage in conversations about race, dismantling white supremacist culture, creating and implementing culturally responsive classroom culture strategies, as well as developing mentorship routines and systems for Black and African-American students. Historically, our academy-wide BAASAI PD conversations have been difficult due to a lack of trust and understanding amongst teachers across divisions. This year, we found that by first building trust with content teams and then with our larger faculties around instructional and engagement strategies, our faculty was better prepared to delve deeper into their practices around diversity, equity and inclusion.

Our BAASAI PD facilitators attended the AAREA (African American Regional Education Alliance) conference, collaborated around key learnings and then shared their takeaways by using facilitation strategies experienced at the conference. Our facilitators were a mix of new and veteran teachers, administrators and coordinators. Our faculty had the opportunity to choose a topic and engage in a small group session. All norms for a safe and productive space were upheld and teachers felt as if they were pushed to think differently about their identity and how it shows up in their practice.

Norms

- Consider impact versus intent
- Experience discomfort
- We are all learners
- Stay engaged
- Listen for understanding
- Speak your truth
- Expect and accept non-closure



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.

Now What?

Moving forward, we want to continue providing choice and opportunities for our teachers to learn as Making Waves Academy Faculty! We want to push our own practice as DCI's to provide differentiated long-term pathways for faculty to participate in. For example, we want to provide opportunities for teachers to take a series of PD sessions on a single topic/theme that mirror a college course, with a syllabus, readings, check for understandings and pre/post assessments. We believe that this will give us an opportunity to grow our community's strengths as well as expedite our learning around key areas required to be an effective teacher. Our 2019-20 SBAC and observation data will inform future course topics.

Board Report - March 2020

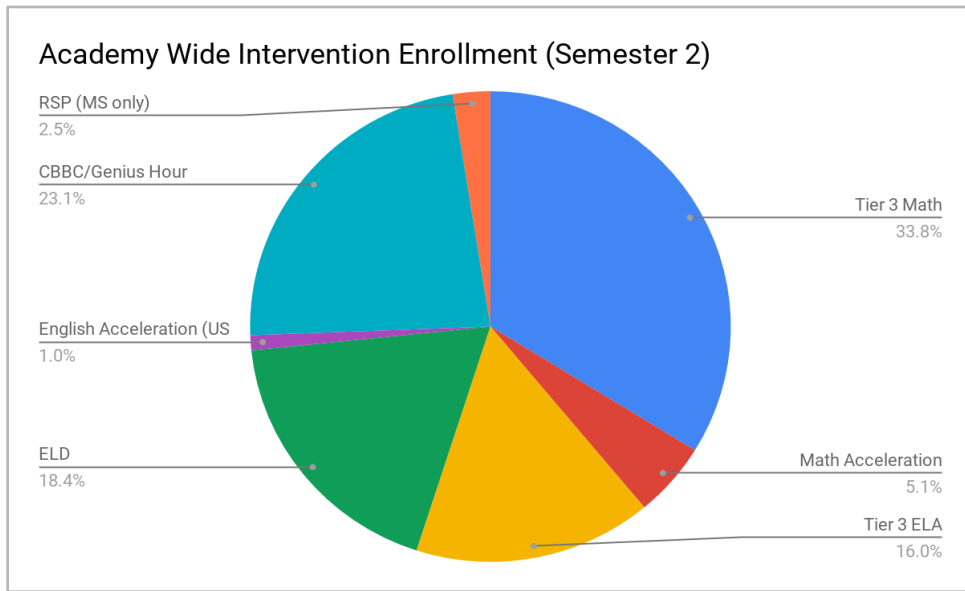
Tier 3 Intervention (school wide)

Micah Stilwell and Dominique Moss

What?

- Academy wide Intervention Services occur throughout the day; however, students requiring Tiered 3 support are enrolled in content specific intervention sections during DTI/Marlin Hour.
- Semester 2 DTI/Marlin Hour student enrollment reflect the following trends in student performance data:
 - 60% (15/25) students receiving Tier 3 ELA support demonstrated growth, on average 11%, from ANET A1 to ANET A3. This is 17% greater than the number of students who demonstrated growth in the general student body.
 - 47% (61/130) students receiving Tier 3 math support demonstrated growth, on average 9%, from ANET A1 to ANET A3. This is 13% greater than the number of students who demonstrated growth in the general student body.
 - On average, 21 students per grade level exited from Tier 3 services in either Math or ELA since the beginning of the 19-20 AY.
 - US is currently in the IAB testing window; students will receive new MH assignments next academic year based on their updated Tier designation

Intervention Course	S2 Enrollment
Tier 3 Math	428 Students
Math Acceleration	65 Students
Tier 3 ELA	203 Students
ELD	233 Students
English Acceleration (US only)	13 Students
CBBC/Genius Hour (Tier 1 Math/ELA))	292 Students
RSP (MS only)	32 Students



- This year, the Intervention Services program has prioritized resources to support real-time math intervention in both core day and Tier 3 math courses.
 - The recently formed (AY19/20), AIS math work group meets monthly to share best practices, review current student data and classroom observation trends, and recommends instructional strategies and resources to support math instruction at the academy.
 - Students receiving Tier 3 services in Math 5, Math 8, Algebra I, Geometry, and Algebra II are utilizing an online instructional platform (iXL), designed to identify and support key gaps in fundamental skills and conceptual understanding.
 - Ongoing professional development and coaching from RTFisher, MS Math Lead, Directors of Curriculum and Instruction, and Intervention Services Coordinators are deepening our understanding of the 4th-12th grade coherence map for math standards.
- Supporting teacher vacancies during core day and intervention has limited opportunities for observations,

Board Report - March 2020

coaching, and co-teaching. This also requires additional time allocated to lesson planning for substitutes - who do not always have the content knowledge required to effectively intervene, as required during DTI/Marlin Hour.

- As a department, we are constantly balancing the need for Interventionists to provide students with intensive case management while maximizing the number of students they are able to support, especially while providing push-in support during Core Day.

So What?

A priority of the Intervention Services department is to maintain equity of services, therefore, we must balance students receiving Tiered services with students receiving exposure to other academic programming. For instance, students requiring Tiered support may also be enrolled in other programs that “compete” for their time: GATE, Algebra 1, SAT prep, etc. We have experienced scenarios where a student may not be able to enroll in certain courses because they are receiving Tiered support during both of their designated intervention blocks in their schedule (DTI/Marlin Hour). An example of this would be an 11th grader who is receiving Tiered support in both ELA and Math during MH, but still needs access to SAT preparation, like all other 11th grade Wave-Makers. To ensure all students are receiving the most appropriate interventions, our programming has adopted a “20%” protocol, where Tiered Marlin Hours can allow for up to 20% of their time to be designated for SAT practice. The goal behind this is to ensure equity of services—all students, no matter their Tier designation should have access to SAT preparation during the day.

Considering the number of vacancies on campus, Intervention programming has been impacted. The amount of growth that we know our students can achieve with a full staff is impacted by the lack of instructional consistency in some of our key classes. Tier 3 classes require expert content knowledge; therefore, our most qualified teachers typically teach our Tier 3 classes. Teacher vacancies impact our ability to maximize the support provided to students because substitutes often do not have the content area knowledge to provide students with the same intense reteaching as they would with a full time instructor in place. The Intervention Services Coordinators have been very hands on in supporting daily coverage needs (both physically and in planning), which directly impacts our ability to easily observe or co-teach during Intervention blocks.

Now What

The AIS math work group is working to either create critical instructional materials or recommend adopting a curriculum for our math intervention program. This support will decrease the planning time necessary for teachers in creating lessons that move students from below level to on and above level. Providing teachers with a “toolkit” will allow teachers more time to consider ways to provide targeted support, based on real-time student data.

Considering the expanding program offerings during DTI/Marlin Hour, it is critical that we re-evaluate the opportunity all students have to access the most appropriate interventions. We are excited to add an explicit evaluation of both our policies and protocols regarding students' mobility between courses offered. Lastly, we have become curious as to how best we can build a system that anticipate varying challenges that directly impact students receiving tiered services. In reflecting on the high presence of substitutes on our campus, our programming can benefit from having proactive protocol in place to ensure learning still happens at high levels. Overall, Tier 3 programming is exhibiting growth in student performance while keeping our students at the center of our decisions.

Board Report - March 2020

Special Education (school wide)

Karen Snider, Director of Special Education

What?

- SELPA Change: In July 2019, WCCUSD formally ended its special education SELPA contract with MWA. Beginning in the 2019-2020 AY, MWA became part of the El Dorado Charter SELPA ([Special Education Local Plan Area](#)) and thus became its own Local Education Agency (LEA).
 - MWA provides special education services “in house” through MWA special education staff and contracted services.
 - MWA must provide and exhaust all special education services in the MWA setting. If MWA is unable to offer FAPE (Free Appropriate Public Education) in the MWA school setting, MWA must partner with outside agencies to serve that Wave Makers needs, regardless of resources.
 - MWA will offer Extended School Year (ESY) for students who require special education summer learning opportunities to continue making progress on their IEP goals without summer regression.
- Non Public Agency (NPA) Contracts and Partnerships:
 - MWA establish contracts and relationships with 5 Non Public Agencies for 2019-20
 - Anchor Solutions: School psychology evaluations, speech and language therapy and evaluations, Educationally Related Mental Health Services, Functional Behavioral Assessments
 - Direct Ed: Deaf and Hard of Hearing, substitute coverage
 - Speech and Language Pathology Group (SPG): Occupational Therapy
 - Center for Assistive Technology (CoAT): Assistive Technology services and evaluations
- Support for students with learning differences:
 - Special Education student population 2019-2020 AY
 - MS: 7.46 % (46 students)
 - US: 5.7% (23 students)
 - Total School Combined: 6.6% (69 students)
 - Initial IEP Evaluations
 - 111% Increase in evaluation requests from 2018/19 to 2019/20 YTD
 - 375% increase in evaluation requests from 2016/17 to 2019/20 YTD
 - 7 current pending evaluations
 - Special Education students needs served: Specific Learning Disability (SLD), Other Health Impairment (OHI), Orthopedic Impairment (OI), Deaf and Hard of Hearing (DHH), Emotional Disturbance (ED), Speech and Language Impairment (SLI)
 - Increase in students designated with Emotional Disturbance (ED) and Other Health Impairment (OHI) primarily for attention and mental health concerns.
- SPED Performance Indicator Review (PIR):
 - The CDE conducts performance indicator reviews (PIR) for local education agencies (LEAs) that fail to meet a certain performance value in relation to the one or more of the state performance plan indicators (SPPIs). Based on CA School Dashboard data from 2017 & 2018 AY, MWA was selected to participate based on the number of students with disabilities suspended (Indicator 4a-Overall Discipline/Suspension Rate).
 - MWA was Identified Red for 17-18 SY and 18-19
 - Majority of suspensions were due to a legal infraction occurring (physical assault, possession of controlled substance)
 - “Big 5” CA Ed Code Violations (require a recommendation for expulsion)
 - possession firearm, brandishing knife, sexual assault or battery, selling of controlled substances, possession of explosive
 - **Most students suspended are receiving another form of tiered support (i.e. academic, social and emotional via restorative practices, or mental health services).**
 - The PIR implementation plan went into effect for the 2019-20 AY. The identified root causes and target

Board Report - March 2020

support strategies were as follows:

- 1. Professional Development: *Faculty and Staff can benefit from specific professional development on IEP implementation and meeting the social emotional needs of students on IEPs through IEP deep dives and trauma informed care practices.*
 - 2. Communication and Collaboration: *There is a need for formalized communication and collaboration policies and procedures established at MWA between the DOS, SPED department, and general education teachers.*
 - 3. Proactive/Prevention/Intervention/Post Intervention Strategies: *There is a need for formal and aligned implemented intervention strategies, MWA (MS/US) will launch proactive prevention, intervention, and post-intervention activities that will reduce key behaviors that lead to suspension of students classified as SPED.*
- For more information, the SPED and DOS Behavior Intervention and Deep Dive Presentation can be found [here](#).
 - Mid Year Progress Data:

Middle School	Upper School
<ul style="list-style-type: none"> ● S1: 13% sped students suspension rate, vs 3.2 % suspension rate general education peers ● All suspensions were aggressive behavior, DOS noted behavior may be related to disability ● Majority of suspensions are 5th/6th graders ● Interventions: all students with iep's who have been suspended and exhibiting negative behavior are on FPA clinical psych caseload 	<ul style="list-style-type: none"> ● S1: 14% of students with IEPs suspension rate S1 vs. 1.2% general education peers <ul style="list-style-type: none"> ● suspensions do not involve controlled substances ● violations of "Big 5" ● Not related to defiance (K code)

So What?

- SELPA Change:
 - Successes: A major benefit to MWA becoming its own Local Education Agency (LEA) is that we are able to serve a more diverse special education student population. As a result, we have seen students with different needs including intellectual disability, an increase of students on the autism spectrum (ASD), and students with emotional disturbance diagnosis (ED). As our own LEA, MWA hired it's own "in house" special education staff for the first time. MWA has been able to hire talented education specialists at the Middle School. This also enabled MWA to target support with a designated education specialist teacher in 5th/6th grade and 7th and 8th grade. The addition of a second Middle School special education teacher has allowed for more targeted grade level support, increased collaboration, coaching and professional development for general education teachers and increased support for students with IEPs. Special education staff has become fully integrated into the MWA community as MWA staff members. Additionally there has been an increase in collaboration and communication between student support services team members (social worker, DOS office, FPA) and the special education department. MWA has seen positive changes since becoming a partner in the El Dorado Charter SELPA. El Dorado offers many professional development resources and training which are available to all MWA staff and faculty. El Dorado has also been responsive to the specific needs of our charter school and inclusive programming. The SELPA offers support for programs, business office, and data and reporting.
 - Challenges: Becoming your own LEA is a major change and there are growing pains with any organizational shift of this size. One of the major challenges of the 2019-20 year has been staffing the special education

Board Report - March 2020

department needs in such a short period of time. The current special education staffing vacancies are as follows: 1-Upper School special education teacher, 1- 1:1 behavioral aide, and 2- instructional aide vacancies. There have been two 1:1 behavioral aides added to support individual students with more significant behavior and learning needs. These positions have been difficult to staff and have put a strain on the special education department overall as they have stepped up to cover in many of the staffing gaps.

- Non Public Agency (NPA) Contracts and Partnerships:
 - Successes: MWA has had success building positive partnerships with Anchor Solutions. MWA has had a dramatic increase in Functional Behavioral Assessments (FBAs) and Educationally Related Mental Health Services evaluations (ERMHS) that was previously not possible due to a lack of resources under the WCCUSD SELPA. These targeted behavior and mental health services evaluations support our school in addressing and supporting students with more significant behavioral challenges and mental health concerns. When SPG was unable to staff our speech and language therapy needs, ANchor was able to quickly step in to provide online speech and language therapy. MWA has also had great success with Maxim Health who is serving MWA's special education department with vision and hearing screenings specifically for the purpose of special education evaluations outside of their standard nursing contract with MWA (on site nursing support Nurse Becerra).
 - Challenges: Similar to the special education teacher shortage, there is also a special education staffing shortage more broadly which negatively impacts our NPA's ability to fully serve MWA's needs. Once MWA is able to establish partnerships with non public agencies, the NPAs are not always able to send a specialist on site in a timely manner. One of the most impactful examples of this was the lack of on site speech and language providers in the Bay Area. As a result, MWA was only able to offer virtual speech and language therapy this year which negatively impacts consistent and effective case management. Additionally, low incidence disability services have been challenging to staff. For example, MWA requires minimal occupation therapy (OT) needs so it is difficult to get an OT provider to pick up the position in a timely and effective manner.
- Support for students with learning differences:
 - Successes: There has been an increase in targeted grade level support and push in services offered at the Middle School. Ms. Schauer and Ms. Joseph, MS education specialists, have improved educational outcomes with the addition of targeted, small reading groups for our most struggling readers that focus on phonics intervention. Providing push in support for students both with and without IEPs. This helps to de-stigmatize special education and makes students feel comfortable working with the Ed Specialist. There has been an increase of modified instruction and classwork for students with more significant learning disabilities and on a modified curriculum. General education teachers are becoming more familiar with this practice and growing MWA's ability to support modification in the general education setting. There has been an increased awareness of special education processes and services available to the Wave Maker community. There has also been improvement in the inclusiveness of special education students with their general education peers and a decrease in the stigmatization of special education. An example of this has been the 'lunch buddy' program developed for 5th and 6th grade students with IEPs in which students are able to bring friends to spend time in the resource room. This program quickly gained popularity among all students and is a positive, social program that we hope to continue and build upon next year.
 - Challenges: MWA has seen a significant increase in behavior and mental health needs of our Wave Makers with IEPs. We have had to adapt systems, supports, and our approach/response in real time to meet the needs of our newest Wave Makers and the growing community. Additionally, there has been a significant increase in special education evaluations. While the increased identification is overall a strength and improvement, such a rapid increase in evaluations has impacted the special education department. Initial evaluations are both time and resource heavy. An initial IEP evaluation is roughly between \$1550 to over \$5000 depending on the amount of assessments and time an individual student requires. Many students

Board Report - March 2020

are being referred to special education without going through the RTI process which may lead to the over assessments of students who may not have learning disabilities. There are still some lingering limitations to the MWA special education scheduling structure left over from the WCCUSD system (sped services being scheduled to take place during DTI at the MS).

- SPED Performance Indicator Review (PIR):
 - Successes: MWA dove into the work of improving behavior interventions for students with learning differences and implementing the approved PIR plan. As a result, MWA has seen an increase in cross academy communication and aligned interventions. Additionally, there has been an increase in school wide awareness of trauma informed practices and responsive protocols. The student support services team has seen improved outcomes for behavior intervention of students with IEPs with the FPA expansion, additional MS Dean of Students, student support services assistant (US), and division specific social workers. There has also been enhanced communication processes between DOS and special education departments in support of students with IEPs.
 - Challenges: At the same time MWA was identified for a PIR, MWA also underwent significant changes to the school environment, increased wave sizes, and change in SELPA. Under our previous SELPA, MWA was part of a more extensive network of supports and could offer services for students with greater need via a variety of district programs. As our own LEA, MWA must now exhaust all of our support options in-house prior to considering alternate placement options and outside resources. There have been challenges in adapting and integrating SPED and DOS protocols & policies to meet our current student and school needs. MWA must meet and honor the individual needs of each student and right to FAPE, while maintaining the larger safety needs of the MWA community. Although, MWA has made progress in the implementation of the PIR plan and support services for students with learning differences, the suspension and expulsion data for students with IEPs for the 2019-20 AY is on track to be higher than the 2018-2019 AY at a rate that is disproportionately higher than their general education peers.

Now What?

- SELPA Change: Entering our second year as a El Dorado Charter SELPA partner, MWA seeks to gain a sense of consistency. This year has been one of significant change, so next year will be looking toward adapting, modifying, and systematizing new and old processes and protocols to better support our growing population. Fully staffing MWA's special education department is one of the top priorities. Where we have been able to make effective partnerships or new hires, we have seen tremendous growth in special education's ability to support students with IEPs.
- Non Public Agency (NPA) Contracts and Partnerships:
 - In the spring of 2020, MWA's special education department will review the NPA partnerships from the 2019-20 AY. MWA seeks to maintain positive NPA relationships while searching for additional NPA providers that were difficult to staff this year. A priority is finding on site speech and language therapy and a part time behavior specialist (BCBA) who can be on site. The goal is to have 100% of NPA contracts approved by the start of the new academic year.
- Support for students with learning differences:
 - A priority for MWA is improving and adapting Child Find processes and protocols for all students by improving systematic, effective, data driven Student Success Team (SST) and Tier 3 RTI interventions while implementing the Beyond SST online platform for the 2020-21 AY. Moving forward, MWA can expect to see an increase in Non Public School (NPS) placements, increased number of instructional aides, increased number of behavioral aides or 1:1 aides, transportation costs, and overall increased cost of special education services. MWA should begin to explore alternative scheduling options to ensure all students are making progress toward IEP goals. Possible structures in the future may be more pull out periods that are targeted for students with common IEP goals or common learning needs and co-teaching.
- SPED Performance Indicator Review (PIR):

Board Report - March 2020

- The PIR team and stakeholders will review the 2019-20 implementation plan progress and adapt for the 2020-21 AY in order to continue to make progress in this area. There is still much work to be done in this area including continued professional development of faculty and staff around trauma informed practices, response and crisis prevention training for all relevant stakeholders, and consistent implementation of behavioral supports and accommodations.

Board Report - March 2020

English Learner Development (school wide)

A.Garcia ELD Coordinator

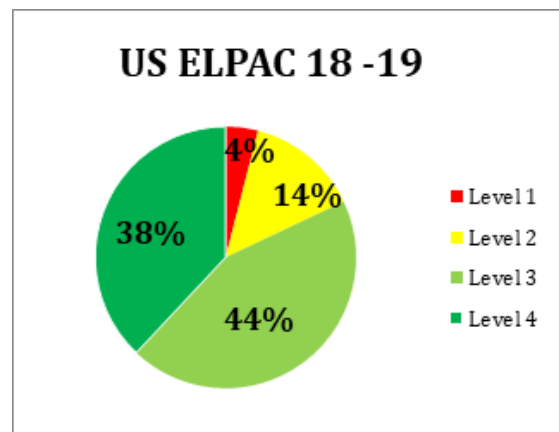
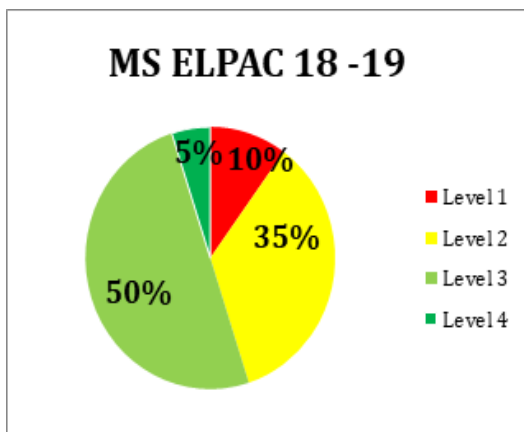
What?

- This year we have 233 ELD students enrolled Academy Wide. All ELD students have access to core content curriculum, and have designated ELD time built in their schedules. Middle School students have an ELD designated section during DTI and Upper School students during Marlin Hour. All ELD students are receiving differentiated support during core day and designated times. The goal is for our ELD students to meet the reclassification criteria.

School	Total ELD students
Middle School	193
Upper School	40
Total	233

Grade	ELD Students
5	57
6	51
7	55
8	30
9	19
10	12
11	6
12	3

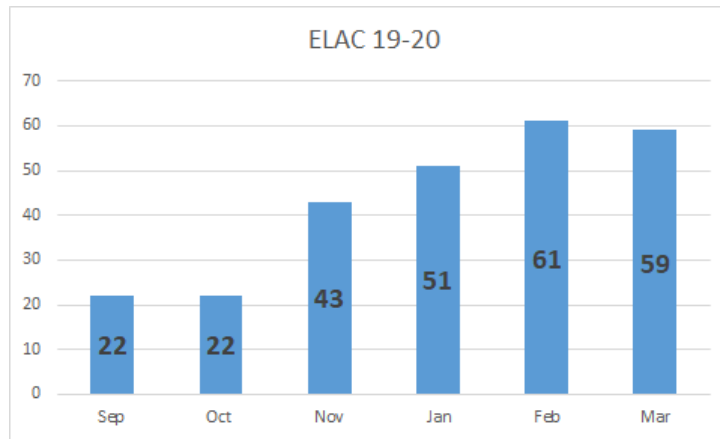
- **Reclassification:**
 - So far this year, 14 ELD students have officially reclassified!
 - 5 MS ELD and 9 US ELD students have reclassified so far this year.
 - The reclassification ceremony is planned for later this year in May.
 - We will continue the ELD poetry project that culminates at the reclassification ceremony. This year, US student Jerana Romo will take lead on the project.
 - An additional 7% of MS ELD and 30% of US ELD students are projected to reclassify by the end of the year.
- **ELPAC:**
 - ELD 18-19 Student ELPAC Summative levels listed below.



- 93% completion of 18-19 ELPAC Summative testing.

Board Report - March 2020

- Currently, the 19-20 ELPAC Summative Testing is taking place in the US and will continue through April in the MS. We are projecting a 100% completion rate.
 - 1 Initial ELPAC test was administered and completed this year.
 - ELPAC PD for ELD teachers to support Speaking Administration.
- Instruction:
 - 100% of MS and US ELD students receive integrated and designated ELD support time.
 - DTI and MH ELD sections provided ELD designated support.
 - All ELD teachers are using at least two instructional strategies in lessons and instruction.
 - 100% of general education faculty received professional development in the area of ELD.
 - August 2019: ELD PD for all teachers focused on ELPAC.
 - Ongoing instructional support for all ELD teachers.
 - 96.4% Attendance rate for MS ELD students.
 - 93.5% Attendance rate for US ELD students.
 - 12% of all ELD students are SPED students. 85% are MS ELD students and 15% US ELD students.
- ELAC:
 - Six successful ELAC meetings have taken place this year.
 - High engagement and each meeting we provided different topics and workshops.



So What?

- Reclassification:
 - Throughout the reclassification process, teachers and families are involved to finalize approval.
 - We have triangulated data with all stakeholders, families and students to support reclassification. As students are tested in SBAC, ELPAC, ICA and STAR, we can continue to use the results to guide students towards reclassification goals.
 - Comparing reclassification rates to our neighboring district, we are slightly above their mark. We continue to aim to reclassify all our English Learners by the end of 8th grade.

Year	MWA % of ELs Reclassified	WCCUSD % of ELs Reclassified
2018-2019	13%	12%
2017-2018	20%	12%

Board Report - March 2020

- There has been a collaborative effort with teachers, coordinators, interventionist and social workers in supporting and meeting the academic and socio- emotional needs of ELD students.
- ELPAC:
 - The majority of all ELD students are at level 3 or 4 on ELPAC. This result is based on the 18-19 ELPAC test. We expect ELD students to move up one level in the 19-20 ELPAC.
 - We are using ELPAC Summative scores to support instruction and attend to the English developmental needs of our students.
 - The 19-20 ELPAC test for US ELD students is starting in March. MS ELD students will take the test mid – March through April. Results will be received in the summer of 2020.
 - This year, the ELPAC Summative is administered electronically. Last year, the ELPAC was pencil and paper. The state has revamped the ELPAC to an electronic format very similar to the SBAC. All testing is done on student Chromebooks.
 - Last year we tested 93% of our ELD students. When determining which students to test, we used our internal list rather than using the CALPADS list. Our internal list did not include the students. The students who met the reclassification criteria were not officially reclassified in CALPADS. This year, in conjunction with the Assessment Group Team, all necessary steps to administer the ELPAC to all ELD students were discussed and approved. All ELD students have been properly identified on CALPADS and we expect to have a 100% testing rate.
 - In preparation for the ELPAC test, teachers and staff members were identified to support the speaking portion of the test. Since the speaking test requires all ELD students to be tested individually, we continued the practice of training our teachers to administer the speaking portion.
 - This year we administer one initial ELPAC exam. The initial ELPAC is used to identify a student’s English fluency level. This test is administered to students entering the public system, including newcomers. The ELD Coordinator is trained yearly to administer the initial ELPAC in an event that newly enrolled students require testing.
- Instruction:
 - Supporting staff ELD teachers to focus on instructional strategies and lesson planning.
 - ELD teachers successfully trained for the ELPAC speaking test.
 - All teachers trained for ELPAC instructional support.
 - Professional development opportunities for ELD coordinator to support staff.
 - Attendance for MS ELD students has been close to 97% throughout the year. The US at 93% has had a lower ELD attendance throughout the year.
 - SPED Director and SPED teachers work closely to meet the needs of our ELD students with IEPs.
- ELAC:
 - The ELAC committee continues to provide engaging, purposeful and meaningful meetings to support all English Learners and families.
 - ELAC Council Members called parents and families to participate at ELAC meetings.
 - Each week we presented a new theme or workshop
 - Teacher-led workshop for parents to support reading at home.
 - Continue support for parents to understand the reclassification process and criteria.
 - Resources for ELPAC and SBAC support.
 - Presentation by the social workers to provide socio-emotional resources to parents and families.
 - Time to do practice ELPAC exams on Chromebook (train on test and platform)

Board Report - March 2020



Now What?

- Focus staff PD and ELD support the integration of core subjects and standards in tandem with ELD standards.
- Continue to identify ELD PD opportunities for teachers and coordinator.
- Adjusting to the programmatic needs of MS and ELD students.
 - Revisiting amount of ELD 5th and 6th grade DTI sections offered.
 - Revisiting the amount of designated ELD minutes of US students.
- Use reclassification protocol to ensure that 100% of ELD students are tested for ELPAC every year.
- Continue to increase ELD parent engagement and participation through ELAC or other meeting opportunities.
- Focus on improving US ELD attendance.

Coversheet

Q & A on CEO Written Report

Section: II. Standing Reports
Item: E. Q & A on CEO Written Report
Purpose: Discuss
Submitted by:
Related Material: CEO_Report_MWA_Board_Report_MAR_2020_ABN.pdf



Board Report – MARCH 2020

MWA CEO Report

Alton B. Nelson, Jr., MWA Chief Executive Officer

Coronavirus Preparation has been on everyone’s mind for the past 3 weeks or so. Dr. Ward-Jackson has worked with the operation team to monitor recommendations and utilize resources shared from the Center for Disease Control (CDC) and the Contra Costa County of Education. While schools can make the determination on their own to close, the CCCOE is encouraging us to follow their recommendation as not keeping schools open introduces other unintended consequences and concerns. MWA has a plan that details various communication protocols in case of closure. MWA operations staff have been increasing the cadence of communication with stakeholders as news of virus cases showing up locally have created concerns and a need to update stakeholders more frequently.

The Strategic Planning Process with *Bellwether Education Partners* is wrapping up. The program advisory and steering committees have engaged in a rigorous and productive examination of WHAT, WHY, HOW, and WHERE we might consider doing this work. The result of this work is more clarity on short-term aims and a longer-term vision for the collective impact of Making Waves entities such as MWA and CAP. Next steps include the sharing of some long-range financial modeling. These models can inform our programmatic priority decisions over the next 3-5 years.

The following four strategic priorities we have to agreement on are:

- **Aligning** programming (across MW entities, e.g. MWA and CAP)
- **Refining** existing MWA and CAP programming
- Ensuring the right **structures, decision-rights, and talent** are in place
- Developing a learning and growth engine – to spur **continuous improvement and innovation**

The MWA Board will approve the recommended Strategic Plan at the May meeting after providing some input in the process and reviewing the proposed plan.

The Senior School Director induction and launch is going well, from my vantage point. Dr. Ward-Jackson is following her launch plan (which includes 90-Day launch plan and listening campaign) and hitting many of her milestones. I completed my 60-Day evaluation with her, a step we instituted for all new employees and internal employees starting new roles. The 60 Day Evaluation provides and invites an opportunity to calibrate on the relative success of the launch in the new role and to invite open dialogue about how things are going. I am actively working with Dr. Ward-Jackson to highlight places where she is the Decider or the Recommender so she is more aware of what decisions she owns. So far, there appears to be a relief that there is a single person, that is known and trusted, is making decisions for the whole school.

The **proposed charter revision**, that would allow us to add 4th grade, is still scheduled for March 25th. There is chance this date could be pushed back due to ongoing review of a charter appeal for another charter school and the coronavirus (if the CCCOE Board cancels upcoming Board meetings).

The **2020-21 Budget** is nearly complete. There were a few questions the finance committee had for us to address as well as making some final staffing and programmatic decisions for the budget. Thus far, the budget includes relatively modest expense increases while adding a net, 60-70 or so students. The 2nd Interim budget is ready for review and approval this meeting. Next year will also mark the year with about 672 students in the middle school in grades 5th-8th. If 4th grade is approved by our authorizer we would be up to 840 students – 4th-8th grades.



Board Report – MARCH 2020

Goals for 2019-20

1. Improve feedback loops and communication systems for MWA staff.
2. Strengthen evaluation and goal setting skills of our leaders through the use of tools such as 15Five and specific management training.
3. Support the work of identifying key features of the MWA culture and strengthening it.
4. Work with the MWA finance leadership and the finance committee to develop operational models for budgeting and forecasting to help us better align funding needs with resource capacity.

Q3 Objectives (JAN-MAR)

1. Arrive at an MWA staffing model for the 2020-21 school year.
2. Work with the CFO to project expenses for various staff models beginning in FY2021.

Successes

- Successful **WASC accreditation team committee visit**. The community was at its best, implementing “normal” school practices the way we always do them. The visiting team agreed with many of our own self-assessments of our areas of success and challenge, as well as offering a few additional areas of strength and growth. Liz Martinez did an excellent job leading and facilitating this process for our school teams and the visiting team.
- MWA is being recognized again this spring by Innovate Public Schools as a Top School for serving Title I high school Latino students. This would make it 4 out of 5 years the school has been recognized with this award. Schools are recognized based on their SBAC English and Math scores for Title I subgroups for Latino and African American students. There are over 1,200 schools in the Bay Area of which nearly half are considered Title I (over 50% of families qualifying for Free or Reduced Priced Meals (FRPM). The award recognizes school who well exceed the state standard for the aforementioned subgroups. Depending on the coronavirus, the award ceremony is scheduled to occur in April.
- Successful planning for the first ever recognition ceremony for Black/African American students attending west Contra Costa charter schools. This event is being postponed due to the effects of the coronavirus (limiting gatherings of people of more than 50 people), but the excitement around that event has been terrific.
- The strategic planning Program Advisory Committee meetings are showing that there is a strong desire and curiosity to collaborate to better serve our students.
- Initial management training for supervisors and leaders last month went very well. Leaders received and practiced effective practices related to preparing to hold effective one-on-one meetings and delegating projects effectively.

Challenges

- Coronavirus and all of the anxiety and uncertainty that is introduced into the community while trying to make sure everyone is safe.
- The cumulative effect of high numbers of faculty and staff being out sick (outside of coronavirus) and staff, faculty, and leadership stepping in to support is contributing to uneven morale, sustainability concerns, and lower energy levels. People are trying hard, but it is a lot to manage.

Coversheet

Q&A on Finance Written Report

Section: II. Standing Reports
Item: F. Q&A on Finance Written Report
Purpose: Discuss
Submitted by: Hung Mai
Related Material: January_Finance_Written_Report.pdf

BACKGROUND:

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



Making Waves Academy January 2020 Financial Report

Dear Board of Directors,

On January 31, 2020, Making Waves Academy closed its books with \$1.63M in cash. Operations for MWA and MWAS have been under budget for YTD. MWA spent about \$1.7M, and MWAS spent about \$453K in January 2019.

Year-to-Date

- MWA finished \$782K, or 6% under budget, and MWAS finished \$273K, or 8% under budget.
- Government Revenue only - We received 5.27M compared to 4.25M last year, representing an increase of 24%. The higher revenue is due to the enrollment increase.

MWA

1. Salaries and benefits are under budget due to 11.5 unfilled Full-time Equivalent (FTE) positions.
2. Vacant positions in MWA will be reviewed to see if these positions are still needed and will be adjusted accordingly in 2nd interim budget.
3. Sr. School Director starts in January 2020 to oversee and align all spending for MWA.

MWAS

1. MWAS started downsizing and enacted layoffs in late November for not expanding in Pittsburg.
2. Open positions in MWAS will be reviewed to see if these positions are still needed.
3. Adjustments to the Salaries and Benefits line items will be made accordingly in the 2nd interim budget.

MWA’s student enrollment increased roughly by 78 students from the last fiscal year, but we will not see the additional 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. As a result, extra cash is needed from the SRE’s grant to cover our monthly spending from July to January. We will accrue all the revenues by June 30, 2020.

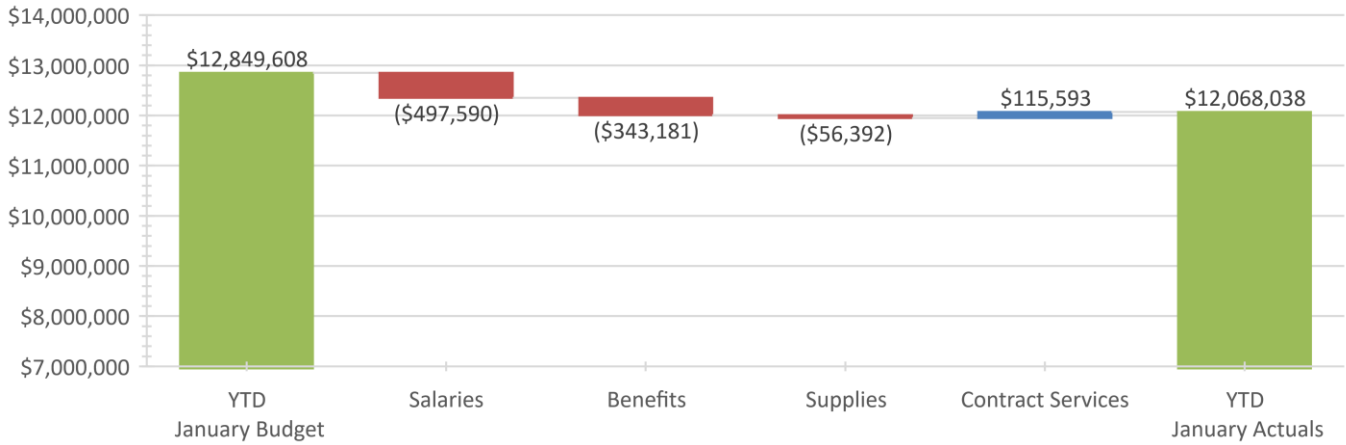
State and Local Payment Schedule:

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%



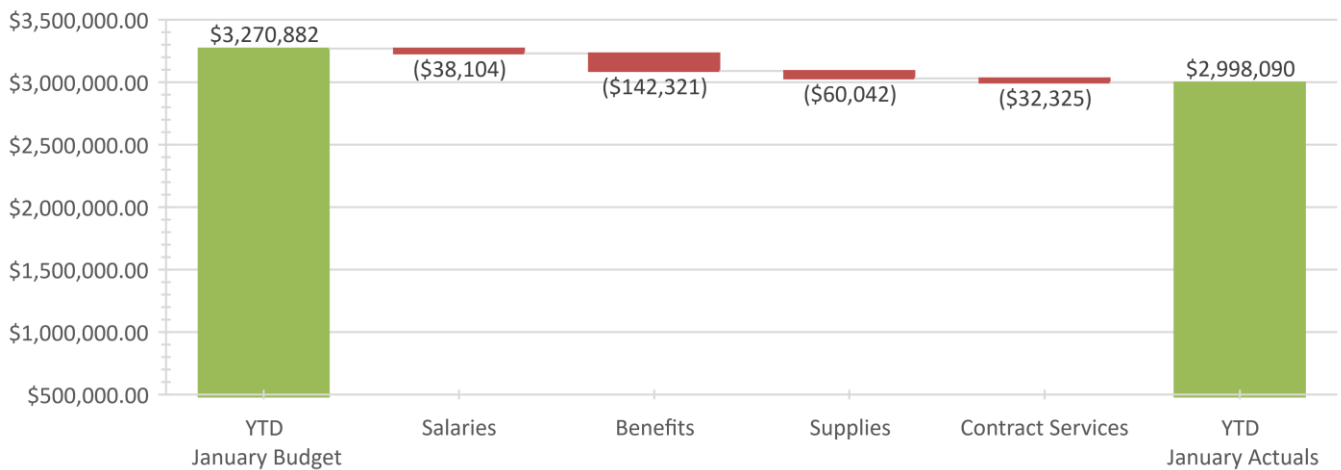
**YTD Expenses (July - January 2020)
Budget to Actual Breakdown - MWA**

■ Increase ■ Decrease ■ Total



**YTD Expenses (July - January 2020)
Budget to Actual Breakdown - MWAS (Central Office)**

■ Increase ■ Decrease ■ Total



Coversheet

WASC Visit Debrief

Section: III. Non-Action Items
Item: A. WASC Visit Debrief
Purpose: Discuss
Submitted by: Elizabeth Martinez
Related Material: MWA Overview_WASC in Review_MWA Board_March 2020.pdf
MWA WASC Schoolwide Action Plan_March 2020.pdf
Making Waves Visiting Committee Report_Final_03.12.2020.pdf

BACKGROUND:

MWA hosted a WASC Visiting Committee March 8th-11th as required by our accreditation cycle. For the board's review, the following materials are included: an overview of the WASC reflection cycle which outlines key information, the school's action plan, and the Visiting Committee's final report as submitted to WASC.



A Year of Reflection in Review



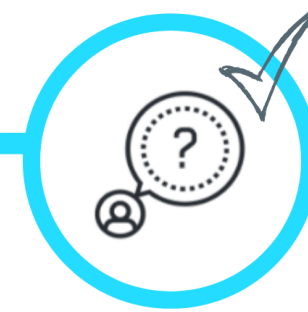
Learn. Graduate. Give Back.

WASC at MWA in review...



Reflection

Starting in 2018, the community engaged in a year of learning and reflection.



Assessment

We asked ourselves, how are our students doing and how do we know?



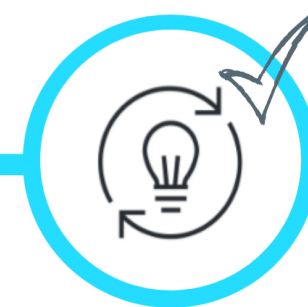
Feedback

We are hosting a group of critical friends also known as the Visiting Committee March 8th-11th to give us feedback.



Writing

We captured all of our findings in a report called the WASC Self-Study.



Developing

We used our responses to develop our new goals, to identify our greatest needs, and our greatest strengths.

Approved WASC Goals



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



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



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

Approved Student Learner Outcomes

College-Ready Rigor

Wake-Makers think, read, write, speak, and listen like scholars (for example: historians, literary critics, mathematicians, scientists, linguists, artists, and athletes) by:

- Practicing the practical application of real-world skills while engaging in all current content standards

Critical Consciousness

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:

- Asking questions to make meaning
- Giving and receiving feedback
- Explaining rationale
- Learning through reflection and problem solving

Collaboration

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:

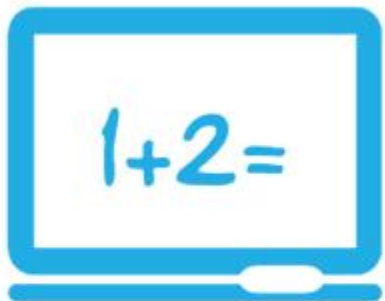
- Engaging with skills, habits, and content through multiple opportunities for discussion
- Learning from error
- Reflecting on data

Approved Major Student Learner Needs

The following student learner needs are centered around the needs of state-identified 'student subgroups' such as:

- African American
- Hispanic
- English Learners
- Socioeconomically Disadvantaged
- Students with Disabilities

The needs were identified by reviewing our CA Dashboard results and they were supported by our findings.



Math



Chronic Absenteeism



Suspension Rates



Graduation Rates

Additional Areas of Growth Identified by the Visiting Committee

1. Math curriculum is not congruent with CCSS as evidenced by SBAC scores. Access to data and student learner outcomes need to be increased. Standards-based grading practices need to be implemented. AP passing rates are in need of improvement.
2. Expansion of CTE pathway programs and AP offerings is needed to further support college and career readiness.
3. The lack of fidelity for data-informed instruction observed throughout humanities classroom spaces, it is recommended that MWA proactively respond to the assessment data provided. As self-identified in the self-study, the school desires to ground itself in an “instructional philosophy and approach to better align our practices with math instruction”.
4. The school should also ensure that its grading practices reflect the rigor of the state standards and expectations of statewide assessments.
5. An area of growth for school culture and support for student personal and academic growth is the establishment of an on-site interpreter, whose sole purpose is to support the school with correspondence between families.

Strengths Identified by MWA

Identified strengths benefit all 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.

We identified the following as strengths of MWA:

- **Safe Environment**
- **Focus on College Readiness and Graduation**
- **Data-Informed Systems**
- **Responsive to changing needs**

Additional Strengths Identified by the Visiting Committee

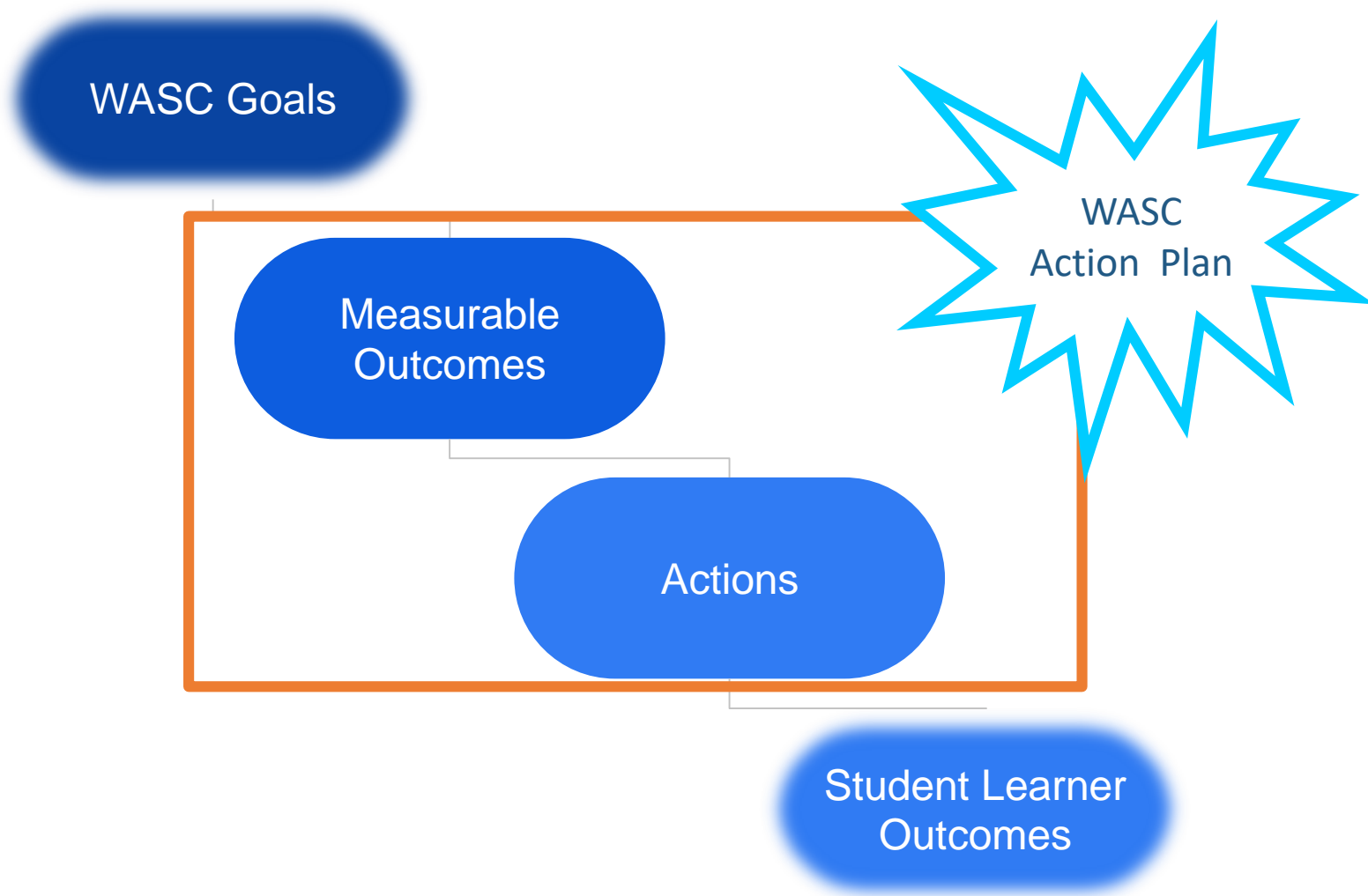
1. Students, parents, teachers and support staff are aligned with the mission and vision of the school.
2. The schools facilities are exceptional and well suited for student learning.
3. Curriculum is aligned to the UCOP A-G requirements and career-readiness standards which includes AP course offerings, a CTE Health pathway and online course offerings.
4. MWA offers a variety of programs which include the College and Career Center, college visits/tours, SAT/ACT prep, paid PSAT, SAT, ACT and AP exams, up to 8 paid college application fees, scholarships, open access for all AP courses, student/parent conferences for individual learning planning and an annual Case Study and College Fair. Students are supported by parent/family outreach, College and Alumni program (CAP) collaboration, partnerships with local businesses, community resources and community guest speakers.
5. The implementation of an inclusion model that considers the “race, gender, academic achievement, ELD and IEP status” of all students as they are placed in each classroom roster.
6. The school provides adequate work space for students to engage in individual and group activities.
7. The data practices are very strong with regular meetings taking place between the data team, curriculum teams and teachers.
8. The MWA community collectively strives to establish a strong school culture and systems of support that will ultimately promote academic success of all students.

WASC & LCAP Merge

We received approval to merge our LCAP and our WASC Action Plan! We are part of a small group of CA schools who have done this successfully. The committee found our Action Plan to be “adequate and ambitious”.

Why does this matter?

In previous years, the school was required to have both an LCAP and an Action Plan, each plan was being monitored and evaluated. Combining them into one plan creates more efficiency and allows for more alignment.



Next Steps

The visiting committee has submitted their final report, included in the board packet, to WASC for review. We anticipate confirmation of our accreditation term in early summer.

The school will begin review of the final report and initiate planning for implementation and evaluation.

Questions & Discussion



Learn. Graduate. Give Back.



Making Waves Academy Schoolwide Action Plan

**4123 Lakeside Drive
Richmond, CA 94806
Contra Costa County Office of Education
March 8th-11th, 2020**

The school’s WASC Action Plan and our Local Control and Accountability Plan (LCAP) will merge following the School’s 2020 WASC visit. The action plan below outlines the measurable outcomes the school hopes to achieve and the state priorities that are addressed.

Implementation: Upon completion of the self-study, the WASC Site-Based Leadership Team will continue to meet for the remainder of the 2019-2020 school year to determine a leadership structure to implement the action plan. The measurable outcomes included in this action plan will be added to the CDE LCAP template after the visiting committee review. Implementation will be monitored through the annual update and approval of the LCAP by the School Site Council and the MWA Board of Directors.

Goal 1: Support for All Learners: Develop and refine vertically-aligned programs to support all learners.

Major Student Learner Needs Addressed	Math
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Measurable Outcome	Personnel Responsible	Timeline	Assessment Tool
1.1: By 2023 CA Dashboard, all students will annually increase their math DFS by a minimum of 9 points to achieve low performance level and color rating of yellow as reflected on the math indicator. <i>(Other Pupil Outcomes)</i>	Directors of Curriculum and Instruction (DCIs)	2020-2023	SBAC Scores CA Dashboard Results
1.2: By 2023 CA Dashboard, all students will annually increase their English DFS by a minimum of 6.45 points to achieve high performance level and color rating of green as reflected on the English indicator. <i>(Other Pupil Outcomes)</i>	DCIs	2020-2023	SBAC Scores CA Dashboard Results
1.3: By 2023 CA Dashboard, African American students will annually increase their math DFS by a minimum of 3 points to achieve low performance level and color rating of yellow as reflected on the math indicator. <i>(Other Pupil Outcomes)</i>	DCIs Intervention Services Coordinators	2020-2023	SBAC Scores CA Dashboard Results

<p>1.4: By 2023 CA Dashboard, African American students will annually increase their English DFS by a minimum of 9 points to achieve low performance level and color rating of yellow as reflected on the English indicator. (Other Pupil Outcomes)</p>	<p>DCIs Intervention Services Coordinators</p>	<p>2020-2023</p>	<p>SBAC Scores CA Dashboard Results</p>
<p>1.5: By 2023 CA Dashboard, SPED students will annually increase their math DFS by a minimum of 3 points to achieve very low performance level and color rating of orange as reflected on the math indicator.</p>	<p>DCIs Special Education Director</p>	<p>2020-2023</p>	<p>SBAC Scores CA Dashboard Results</p>
<p>1.6: By 2023 CA Dashboard, SPED students will annually increase their English DFS by a minimum of 3 points to achieve very low performance level and color rating of orange as reflected on the English indicator.</p>	<p>DCIs Special Education Director</p>	<p>2020-2023</p>	<p>SBAC Scores CA Dashboard Results</p>
<p>1.7: Refine and follow with fidelity the plan for checking for proper teacher credentialing during the recruitment and selection process as well as developing an annual credential review schedule. (Conditions of Learning)</p>	<p>Managing Director of Talent and Human Resources</p>	<p>2020-2023</p>	<p>CTC Weekly Credential Review</p>
<p>1.8: Ensure materials for core classes are on the State Adopted List and meet the criteria for state approved materials. (Conditions of Learning)</p>	<p>DCIs</p>	<p>2020-2023</p>	<p>Annual review of curriculum needs</p>
<p>1.9: Ensure facilities meet safety and maintenance criteria set forth by federal, state, and local regulations. (Conditions of Learning)</p>	<p>Director of School Operations</p>	<p>2020-2023</p>	<p>Safety Plans Emergency Plans Operations Ticketing System</p>

<p>1.10: Implement a plan to allow for ongoing scheduled training and monitoring of core day and intervention faculty with respect to the use of instructional strategies that allow for our English Language Learner students to better access content knowledge, while also addressing any skills in need of development. (State Standards)</p>	<p>DCIs</p>	<p>2020-2023</p>	<p>EL Master Plan Review</p>
<p>1.11: Implement a progress monitoring protocol for systematic and ongoing data generation and review of English Proficiency for English Learner students including regular review of progress in the English Language Proficiency Assessment. (State Standards)</p>	<p>English Learner Development (ELD) Coordinator</p>	<p>2020-2023</p>	<p>EL Master Plan Review ELPAC Results</p>
<p>1.12: Maintain and deepen the current level of parent involvement through intentional and mission-aligned opportunities for involvement. (Parent Involvement)</p>	<p>Middle School Associate Director</p>	<p>2020-2023</p>	<p>Parent Survey Results Parent Participation Rates</p>
<p>1.13: Academically engage our Middle School students and support them social-emotionally to encourage 90% or higher annual retention rates, particularly the 8th grade retention rate at MWA and matriculation to the Upper School. (Pupil Engagement)</p>	<p>Deans of Students</p>	<p>2020-2023</p>	<p>Saturday Academy Attendance Student Activities Data</p>
<p>1.14: Academically engage our Upper School students and support them social-emotionally to encourage 90% or higher annual retention rates and a 5% or less dropout rate. (Pupil Engagement)</p>	<p>Deans of Students</p>	<p>2020-2023</p>	<p>Saturday Academy Attendance Student Activities Data</p>

<p>1.15: 80% or more of students will “Meet” or “Exceed” the standard on the CA standardized tests for Science in 5th, 8th,, and 10th grades and in the content specific courses in high school; the overall GPA average by grade level for students in Science is 2.5. (Other Pupil Outcomes)</p>	DCIs	2020-2023	GPA Data
<p>1.16: 80% or more of students will “Meet” or “Exceed” the standard on the CA standardized tests for Social Science in 8th and in the content specific courses in high school; the overall GPA average by grade level for students in Social Science is 2.5. (Other Pupil Outcomes)</p>	DCIs	2020-2023	GPA Data
<p>1.17: Students will meet various goals for physical education through their Health and Wellness courses in both the Middle School and Upper School such as: 100% of students will enroll in and pass their required Health and Wellness course; 95% or more will take their grade level respective Physical Fitness Test; 90% or more of students will pass their corresponding CA Physical Fitness Exam. (Other Pupil Outcomes)</p>	DCIs	2020-2023	Enrollment Data
<p>1.18: 100% of students will take Visual Art courses in both the Middle School and Upper School; every student will meet criteria for their work to be shown or displayed within the classroom or in public spaces such as the hallways or office. (Other Pupil Outcomes)</p>	DCIs	2020-2023	Enrollment Data
<p>1.19: Develop and adopt a plan for expanding Career Technical Education (CTE) opportunities with 100% of students having options to take courses aligned to CTE standards. (Other Pupil Outcomes)</p>	DCIs	2020-2023	CTE Plan Enrollment Data

Goal 2: College and Career Readiness: Refine holistic support for college and career readiness that builds all students' capacity for graduation and success beyond high school.

Major Student Learner Needs Addressed	Graduation Rates
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Measurable Outcome	Personnel Responsible	Timeline	Assessment Tool
2.1: By the 2023 CA Dashboard, all students will annually perform at a graduation rate of 95.0% or greater to maintain the very high performance level and color rating of blue, as reflected on the graduation rate indicator. <i>(Pupil Achievement)</i>	Director of College and Career Counseling	2020-2023	Graduation Rates CA Dashboard Results
2.2: By the 2023 CA Dashboard, all students will annually increase their college preparedness rate by 3.0% to achieve the very high performance level of 70.0% or greater identified as "prepared" and color rating of blue as reflected on the College and Career Readiness Indicator.	Director of College and Career Counseling	2020-2023	Grade 11 SBAC Results AP Exam Results Career Technical Education Pathway Completion A-G Completion CA Dashboard Results
2.3: To reclassify the majority of ELs by the end of their 8th grade year and meet annual reclassification goals towards the larger reclassification goal. <i>(Pupil Achievement)</i>	English Learner Development (ELD) Coordinator	2020-2023	ELPAC Results GPA Reports

<p>2.4: 95% or more of students taking the Early Assessment Program (EAP) exam and 75% or more of students scoring at or above the passing mark for the English and math portions of the exam. (Pupil Achievement)</p>	<p>Director of College and Career Counseling</p>	<p>2020-2023</p>	<p>EAP Exam Results</p>
<p>2.5: 55% or more of students taking the AP Exam pass them with scores of 3 or higher. (Pupil Achievement)</p>	<p>Director of College and Career Counseling</p>	<p>2020-2023</p>	<p>AP Exam Results AP Course Enrollment</p>
<p>2.6: 100% of students are enrolled in courses at the Middle School that meet the state criteria for “course access” and at the Upper School (high school) that meet and/or exceed MWA graduation requirements (consistent with UC/CSU required entrance requirements) through offering a viable but varied set of differentiated courses. (Course Access)</p>	<p>Director of College and Career Counseling</p>	<p>2020-2023</p>	<p>Enrollment Reports Credit Standing Reports</p>

Goal 3: Diversity, Equity, & Inclusion: Create a safe, inclusive, and high-performing environment for all students and adults that are informed through the lens of diversity, equity, and inclusion.

Major Student Learner Needs Addressed	Chronic Absenteeism, Suspension Rates
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Measurable Outcome	Personnel Responsible	Timeline	Assessment Tool
3.1: By the 2023 CA Dashboard, suspension rates of African American, Latino and SPED students will decrease at an annual rate of 5.7%, 1.9% and 4.55% respectively to achieve a blue level. (School Climate)	Deans of Students	2020-2023	Suspension Data CA Dashboard Results
3.2: By the 2023 CA Dashboard, chronic absenteeism for Black/African American students will decrease annually by 5% to achieve a green level. Latino students will decrease annually by 1.5% to achieve a green level. (Pupil Engagement)	Deans of Students	2020-2023	Monthly Attendance Reports CA Dashboard Results
3.3: Maintain an ADA of 96% or higher. (Pupil Engagement)	Deans of Students	2020-2023	Monthly Attendance Reports
3.4: Expand site-based SARB process to include additional community members to provide support to students struggling with attendance. This can include advisors, core-day teachers, or other staff members. (Pupil Engagement)	Deans of Students	2020-2023	Monthly Attendance Reports
3.5: Implement a number of social-emotional, Advisory, and classroom based strategies, and faculty/staff trainings that can contribute to possibly curtailing and limiting the number of suspensions. (School Climate)	Deans of Students	2020-2023	Suspension Rates

<p>3.6: Implement a number of social-emotional, Advisory, and classroom based strategies, and faculty/staff trainings that can contribute to possibly curtailing and limiting the number of expulsions. (School Climate)</p>	<p>Deans of Students</p>	<p>2020-2023</p>	<p>Suspension Data CA Dashboard Results</p>
<p>3.7: Measure student and parent responses with respect to safety and connectedness with a goal of 80% or more of our students and parents feeling that MWA is safe, that they feel a strong connection to the mission, and that they feel seen and heard.(School Climate)</p>	<p>Deans of Students</p>	<p>2020-2023</p>	<p>Survey Results Attendance at Parent Events</p>

SELF-STUDY VISITING COMMITTEE REPORT
ACCREDITING COMMISSION FOR SCHOOLS,
WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES
CALIFORNIA STATE DEPARTMENT OF EDUCATION
FOR
MAKING WAVES ACADEMY

4123 Lakeside Drive

Richmond, CA. 94806

March 9-11, 2020

Visiting Committee Members

Greg Beale

Retired Superintendent, Stony Creek Unified School District

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Preface

Mission, Vision, Values, & Student Learner Outcomes

Mission Statement

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

Guiding Principles and Expected School-wide Learner Outcomes

MWA is founded on a set of Guiding Principles and Core Values which establish the framework for working with students. MWA Academy's Expected School-wide Learner Outcomes and Core Values are integrated into the academic and social emotional curricular programs provided in the classrooms and community meetings. The Expected School-wide Learner Outcomes and Core Values are critical components to helping students connect the academic program to real-life issues and community needs.

Academic Content – What We Know

Wave-Makers demonstrate proficiency in MWA Content Standards (based on California State Standards) for English language arts, math, social studies, science, English language development, health and physical education.

- ***Scholarship- How We Think, Read, and Communicate***

Wave-Makers think, read, write, and speak like scholars (historians, mathematicians, scientists, authors, and literary critics).

- ***Critical Consciousness – How We Act on What We Know***

Wave-Makers combine their intellect and critical thinking to make healthy choices for themselves and positive changes for their community.

- ***Collaboration – How We Work with Others*** Wave-Makers work together to build collective genius.

- ***Self-Expression-*** Wave-Makers develop an understanding of self by demonstrating their creativity across the curriculum.

Revised SLO's as of fall of 2018, still are open for stakeholder feedback through 2020.

College Ready- Rigor

Wave-Makers think, read, write, speak, and listen like scholars (for example: historians, literary critics, mathematicians, scientists, linguists, artists, and athletes) by:

Practicing the practical application of real-world skills while engaging in all current content standards

Critical Consciousness How we Act on What We Know

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:

- Asking questions to make meaning
- Giving and receiving feedback
- Explaining rationale
- Learning through reflection and problem solving

Collaboration

Wave-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:

- Engaging with skills, habits, and content through multiple opportunities for discussion
- Learning from error
- Reflecting on data

The involvement and collaboration of all staff and other stakeholders to support student achievement.

Since the last accreditation the law changed, adjusting the governance structure to more transparency and accountability. The Charter was renewed in the 2016-17 school year. A petition was presented to grow the MWA to a new Pittsburg to a 5th to 12th grade school. This increase in size was finally put to rest by MWA. The structure of the main office is more like a public high school now. The Central Office has made involvement of all stakeholders more direct and accountable to stakeholders.

A single school leader model was adopted in the Spring of 2019. In January 2020, the lower school director was promoted to the senior school director (upper school and lower school).

In the winter of 2019 committee dealt with strong feelings regarding school leadership and practice. After a time of investigation and communication MWA leadership made changes to allow more staff participation; open forums now are used to allow more communication.

1. The clarification and measurement of what all students should know, understand, and be able to do through schoolwide learner outcomes and academic standards (*note the selected schoolwide learner outcomes examined by the school*).

The school is a model and experiment in many ways in how to develop high achievement in at risk lower socio economic areas. The schools' clarification of what the students should achieve are ambitious. The school is growing and is difficult to gain admission.

The campus has grown significantly; in fact too fast given the high cost of housing that discourages young teachers from even applying to the school. Teacher retention at the upper school level is a challenge.

A teacher residency program was started in 2018-19, in a year long paid "residency" year to recruit teachers. This has been partly successful in developing a staff that will stay.

Technology was launched in 2018-19 providing a Chromebook to every student, for daily use and to take home.

2. The gathering and analyzing of data about students and student achievement.

The school has institutionalized data to show student achievement. Their dashboard shows significant increases in performance and improvement in school climate (lowering suspension rates for example). Their dashboard shows gains in English Language Arts and Mathematics.

Needs were identified in the dashboard in the areas of Math, Chronic Absenteeism, Suspension Rates and Graduations rates with most of these categories are slowly improving.

3. The assessment of the entire school program and its impact on student learning in relation to schoolwide learner outcomes, academic standards, and ACS WASC/CDE criteria.

The school states "there is a lot to celebrate and acknowledge in terms of overall student achievement and college readiness." The program, in spite of the difficulty recruiting teachers for the high school, is implementing the student learner outcomes, keeping high academic standards (all students in high school are in A-G classes, and following WASC criteria married to LCAP criteria to drive student achievement.

4. The alignment of a long-range action plan to the school's areas of need; the development and implementation of an accountability system for monitoring the accomplishment of the plan.

Challenges exist, as one might imagine given the very ambitious School Learning Objectives. The Action Plan coupled with the LCAP seeks to align to the greatest areas of need, and the fine tuning of a system of accountability and monitoring progress.

These challenges are: Recruiting and maintaining a highly qualified and experienced teaching staff and recruiting a veteran counseling and administrative staff. Aligning across grades with the middle and upper schools and encouraging collaboration between the two. The approach to learning and instructional philosophy of instruction is in the development stages.

Again it must be stressed that this is a highly at risk population, with many needs that go outside of traditional norms. The school defines an “efficiency based approach” (difficult to quantify, a “growth mindset” again not easily quantified) for statistical proof. The human touch is very important at MWA.

A “thinking outside the box” is often needed with at-risk students and there is plenty of evidence of that in the innovative practices that are being tried at MWA.

Chapter I: Progress Report

Since the last self-study:

Major changes have been made in more attention being paid by leadership to teacher’s concerns. Moreover, there is a realization that only with a diverse and capable staff can the high expectations of learning be accomplished for this at risk population.

A relatively new program has gone through some growing pains, but innovative approaches, for example the Differentiated Tier Instruction is used in the middle school as remediation and support. Students’ progress is tracked closely, and students “graduate ” from one tier of support to another (the higher the achievement the more independent the learner).

MWA also uses additional instructional minutes strategically with extended days, Saturday and summer programs to meet student instructional expansive needs. For example the DREAM program is ISIS funded extending instruction to 6:00 pm in some instances.

It must be stressed that this is a new school relatively speaking and is attempting a very ambitious set of learning objectives.

Leadership Talent and Capacity Building: High School faculty attended many workshops and professional development activities. Several new key positions were created to support the college readiness and post secondary pathways.

An associate dean position was created in the 2016-17 school year but was eliminated as a planned new position to oversee the entire school (5-12). ***This essential change was done in January 2020.***

Several other positions were created, including a Student Activities Director.

Faculty retention rates fluctuated again due to economic housing factors; TFA Corps members finished their 2 year commitment. The school reports short term service by essential management personnel.

Curriculum

The curriculum has expanded in many ways as reported by the school, including: CSU college readiness, a Career Services Coordinator was hired, Next Generation Science Standards were adopted, adoption of Next Generation Science Standards were adopted with new classes in 2018, AP Program has grown significantly. The AP Program is open access.

Programming

Professional development has continued with a SPED Coordinator offering professional development. An English Language Development support class was created, a credit recovery program during the core day; a Fundamentals of Math course was developed, online math program, a Response to Intervention model was revised in intervening and accelerated programming for students. A Saturday Academy was started to help students who are struggling.

Middle School

Leadership Talent and Capacity Building

The middle school has maintained its faculty and leadership. Leadership has been maintained at the middle school and 100% has been retained.

Curriculum and Programming

The school has moved to a single-subject model. Various math program curriculums are being tried, including Math Expressions and Open Up, dealing with critical thinking ; the goal being that all students will be able to attempt an AP math class by the time they are upper level students.

The goal is that by the end of the 8th grade all students will be performing at grade level in math. A math intervention program is implemented to attain this lofty goal.

Innovation

Technology is everywhere on all levels, from 5th to 12th grades. All students have a Chromebook that they take home. White boards are in abundance and are used heavily along with HDMI projectors, etc.

The school has a high level of innovation in several areas, supporting staff for diversity and inclusion. Aides are plentiful, a restorative justice model is in full effect. Intervention strategies are robust, ranging from teacher interventions to social workers. Staff partner with families. All parents volunteer 20 hours a year to actively participate in learning of all students including their own.

A teacher residency program has been launched, successfully “home growing staff”. Residents earn their credentials, receive a salary, health benefits and compensation to cover their credential costs. 100% of the members of this have later taught on the staff.

A “tumbling block schedule has been adopted in 2016-17; along with a modified block schedule that prioritizes student’s input.

The student activities office utilizes a new technology 5 Star Students to track and incentivize participation in campus activities.

In 2016-17 a student transition program was begun: studying the transition from high school to college or trade schools and the CAP alumni association of the MW Foundation.

The Middle School has maintained high faculty and leadership retention. This mid-level core of stability has made MWA a more resilient and stable organization. The middle school also adopted the ANET (Achievement Network), a standards based assessment platform that provides valid data.

The middle school has made good progress in school culture and climate as well as co-curricular offerings.

Restorative practices have been established as a set of school discipline to build positive not negative relationships. Relate, repair and restore drives the discipline of the school and student suspension rates have dropped from 9.5% in 2016 to 6.0 % in 2018.

In 2017-18 middle school athletics ceased being club only and became interscholastic. A full sports program has developed for the middle grades, joining a full interscholastic program for the high school.

The Action Plan and the LCAP goals have been merged. In spite of the difficulties in merging the LCAP and the Action Plan, the committee has shared the information from both sources to track the Action Plan.

A School Site Council is moving toward reviewing the LCAP and WASC plans as one.

School leadership during the year provides updates related to the WASC Action Plan. LCAP plans will be reviewed together now and in the future.

Since the mid-cycle review the school has reviewed the student community profile and the midterm committees recommendations on multiple occasions as reported to this committee, again paying attention to both the LCAP and the Action Plan.

The Action Plan was also tracked in a standardized document "WASC Progress to Goals".

Documents were referenced in the FOL.

Chapter II: Student/Community Profile

The school was established in 1989 to support socio-economic disadvantaged youth. In 2005-2007 the school started the process of becoming a Charter School.

In 2007-2011 MWA opened as a 5th through 8th middle school.

In fall of 2011 MWA expands to grades 9-12.

About 70% gain admission to four year colleges and 25% enroll in community college; a remarkable feat for a new school.

In 2017 MWA expands enrollment. In the spring 2019 more than a dozen students graduate from college in just four years.

Growth ambitions are denied in the attempt to build another facility in Pittsburg.

The rapid growth of MWA has a downside. For one, it has been difficult to build a consistent staff at the high school level, although it must be noted all high schools in the bay area are having trouble holding on to staff due to the high housing prices and the chronic teacher shortage.

Meanwhile the facilities at MWA have seen additional building and growth of the 5-12 model, with separate facilities arranged around elementary subject areas and the high school (or upper school) .

Hence there are two lower school buildings that are state of the art plus two upper school buildings. None of these buildings are at capacity.

MWA is located in Richmond California with a very diverse student body. Over 70% of the students come from Title One Schools in Richmond. Over 75% of the students qualify for free and reduced lunch.

MWA is a 501 c 3. MWA implements a "holistic approach to educating students that includes rigorous instruction, academic intervention, transportation, meals, mental health services, socio-emotional development, and robust college counseling and college access services."

Moreover, academic support and differentiation is adopted in the middle school, which addresses the needs for students of remediation, support and extension. For example ELD and GATE instruction/activities occur at the same time as Tier 3 and Tier 4 support for remediation and more intensive support .

Hence a comprehensive student centered approach, likened to an individual IEP for behavior for example, is enacted for all the students who need it. This is in sync with the overall mission of the school to enhance the achievement potential in every student.

Curriculum and Approach:

“The overriding belief structure as observed by our committee in many aspects, that ALL students are capable at high levels and are capable of having access to a rigorous and relevant curriculum that leads to college and career readiness.”

This has led to a very effective approach that starts in the middle school, which is essentially the only entry point into the 5-12 school system, giving maximum effort to change and modify student learning and overall behavior and mold it into a successful paradigm.

Interviews with students show exactly that. “We get all the help we need with whatever blocks our success. It means we have to work at it, but the support is there.”

This ambitious expectation of student achievement is working, given the improving achievement results that are in evidence in classroom behavior and beginning to show in assessments, both teacher made and standardized.

It needs to be noted that the 9-12 segment of the MWA educational system has only six years of development.

There have been many changes and adjustments made to emphasize the goal of the school to make overachievers from those students who do not enjoy the privileges and advantages of more affluent youth.

In short, we witnessed the American Dream in educational achievement in many aspects of the school's model; and as such attesting to the continuing progress of the school in many different aspects of a quality secondary education.

This ambitious expectation of student achievement is founded in the middle school, which is the most common entry point into the school (the vast majority of students enter the fifth grade to join the school).

This fact is very important because it gives the school grades 5 to 12 with virtually the same children. Hence the goals and objectives of the Action Plan for long range improvement of student achievement is much more under the control of the school's leadership and vision.

School's analysis of student achievement data

STUDENT ACHIEVEMENT COMPARED TO HIGH-PERFORMING DISTRICTS

Table 3: Selected 2017-2018 Dashboard Results

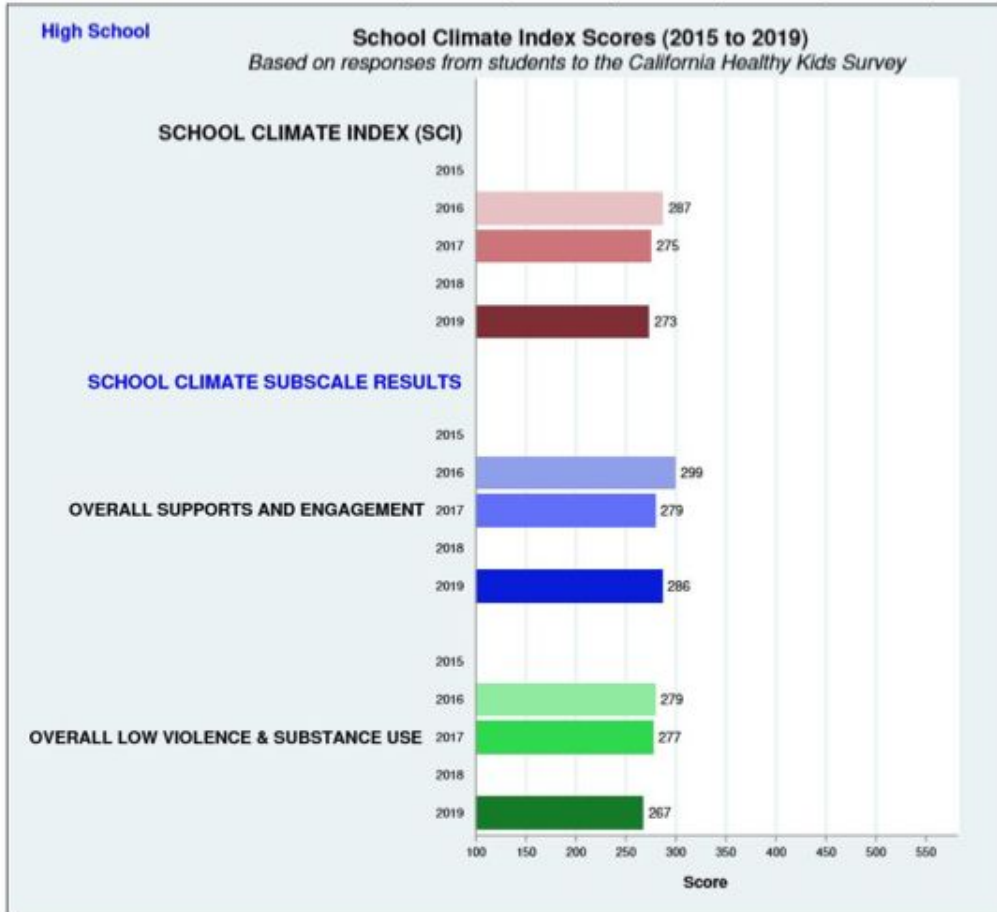
	Acalanes Union	San Ramon Valley USD	Making Waves Richmond	WCCUSD	Pittsburg USD
Graduation Rate					
ALL	96.4%	97.0%	94.4%	80.5%	90.8%
SED	91.6%	93.2%	94.1%	79.1%	90.1%
HI	95.9%	96.2%	95.2%	76.8%	90.6%
College and Career Prepared					
ALL	78.0%	76.8%	70.8%	34.8%	49.3%
SED	59.4%	58.1%	70.6%	30.9%	47.1%
HI	66.0%	64.4%	72.6%	29.2%	47.5%



As you can see by this graphic, MWA competes very well, considering the high school has only been in existence six years with districts in the immediate area. This is impressive considering that MWA takes children who from lower socio economic status with societal lower expectations of scholastic success.

School Climate Index – Upper School

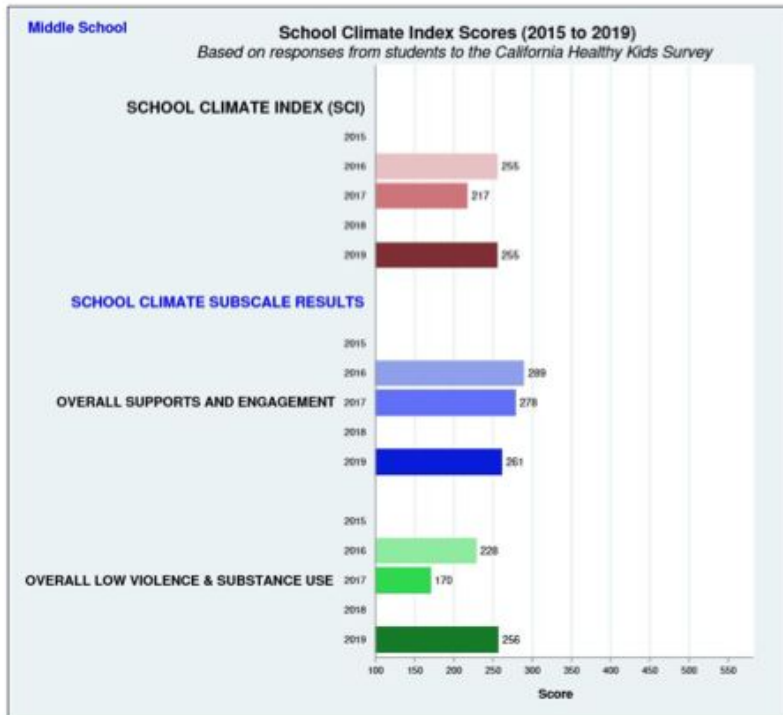
	2015	2016	2017	2018	2019	Change
SCI Score	-	287	275	-	273	-14
SCI State Percentile	-	40	30	-	28	-12
SCI Similar Schools Percentile	-	55	44	-	43	-12



School climate and behavior is a constant emphasis. These scores show improvement and low levels of violence and substance use.

School Climate Index – Middle School

	2015	2016	2017	2018	2019	Change
SCI Score ^z	-	255	217	-	255	0
SCI State Percentile	-	21	6	-	21	0
SCI Similar Schools Percentile	-	39	7	-	39	0



Again, dashboard data shows a school climate that is getting more positive all the time. This, as shown in the progress report, by design.

Again it must be noted that the middle school (Grades 5-8) has a longer history and their success is beginning to be felt as they move through their high school careers.

Dashboard changes at a glance

Demographic Data	2017	2018
# of Students Enrolled	781	795
Socioeconomically Disadvantaged	88%	89.7%
English Learners	24.8%	19.5%

Indicator	2017	2018	Notes
English Language Arts	Orange	Yellow	EL, Hispanic and Socioeconomically Disadvantaged students increased in academic performance. African American students stayed in the yellow but increased 18.7 points.
Mathematics	Orange	Yellow	Hispanic and Socioeconomically Disadvantaged students increased in academic performance. African American and EL students moved from red in the prior year to orange.
English Learner Progress	Blue	NA	Due to the new ELPAC scoring a color will not be assigned until academic year 2019-20. 30.8% of ELs are "Well-Developed (level 4)" and 51.1% are "Moderately Developed (level 3)."
Graduation Rate	Green	Green	Grad rate 94.1%
Chronic Absenteeism	NA	Orange	2018 Dashboard is the first year this indicator shows up. Chronic absenteeism increased 1.8% from the 2016-17 school year.

Improvement is shown in basic skills. Again, as the middle school students move through high school the achievement pay off of the basic program of achievement and affect improvement begin to show.

Suspension Rate	Red	Yellow	African American and Students with Disabilities remain in the red. Hispanic and Socioeconomically Disadvantaged improved and moved to Yellow. English learners improved and are now in the orange.
Local Indicators	All Met	All Met	----

2018-2019 School Year Dashboard Data

Priority 4 – Student Achievement (Academic Indicator)

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

Math			
Grades	2019 - Achievement Level	2018 - 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 Nearly Met	+12.2

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 Course of Study	College/ Career Indicator (Projected)	62% (48 out of 78 graduates are prepared)	70.8%	-8.8%

Basic skills scores show standards nearly met in most categories, given the challenges the school faces, and the graduation rate of over 90% is impressive.

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

Suspensions are falling in all demographic groups. The school uses again a holistic approach to student learning needs. What is impressive is as the school matures there is better articulation, especially in behavior and goal setting, that encourage student high achievement levels than would be expected given the lower socio economic circumstances these children must deal with every day.

The intensive help that the student gets on every level in many ways, dealing with all aspects of the students life, behavioral modification, improvement in readiness to learn, learning modalities, on task behavior, discipline, high achievement qualities that are paying off in a cohort that heretofore has not performed very well in regular school environments.

The committee visited many classrooms and watched the system in action, interviewed specialized staff who dealt with the challenges these young people have to deal with every day (many of the high school students are working!) to help their families survive AND work themselves, plus attend school with the ultimate goal of college enrollment.

In short, this place works, in quality conditions that are delivered to students in a meaningful and enriched way. This school delivers a quality and high level educational experience that is paying off in success as the high school turns out more college bound students (which is the main goal of the entire MWA experience).

Much more data was made available than shown in this section. However, the data shown here is from the FOL and summarizes the achievements of the school and areas of growth.

Math and Science and acquiring a staff that is consistent and stay working at the school, in math and science is important.

Classroom observation encountered several substitutes and a high school staff that needs continuity. At present, in spite of innovative efforts at retaining staff, the upper school (high school) is still losing teachers.

The new middle and high school director, who will have authority over ALL the schools, both high school and middle school, and is aimed at being successful in hiring and keeping an excellent teaching staff BOTH keeping the able Middle School Staff AND building an able and qualified high school staff.

Again, it must be emphasized that the high school is relatively young, with many changes in leadership. It also must be mentioned that in spite of this, the high school maintains an over 95% graduation rate while everyone takes A-G classes.

It appears this inconsistency in leadership has ended with the recent promotion of the Middle School Director to Director of both High School AND middle school and is a much needed reform that already is showing some progress.

Because this is a new development and not really addressed in the school's FOL, we arranged an interview with the new Director.

An extensive interview with that person indicated that she has the vision and purpose to achieve a more stable high school staff, since for the past decade she has done so at the middle school level. It must be noted that finding teachers in today's market is not easy; the competition is fierce especially in the Bay Area.

However an interview with the newly appointed school Director indicates a dedication and experience that will help fill this essential gap in personnel that is critical to the school's overall success.

It must be noted that this appointment was made about a month ago, and is not included in the school's recent FOL.

The new Director indicates that she intends to work on the culture of the high school to improve chances of retaining staff. In the short time she has been Director of both High School and Middle School she has moved her office to the high school plant, she had held several meetings with staff and conducted surveys to find areas of consensus with high school teachers as to making their experience at the school more satisfying and hence deserving of staying.

Finally given the difficulties in hiring teaching staff in the Bay Area the committee has made it plain to them that this will be a difficult task. The new Director appears to be equal to the task, having built the Middle School staff up over the lifetime of the school.

Chapter III: Quality of the School's Program

CATEGORY A. ORGANIZATION: VISION AND PURPOSE, GOVERNANCE, LEADERSHIP, STAFF, AND RESOURCES

A1. Vision and Purpose Criterion

To what extent a) does the school have a clearly stated vision and mission (purpose) based on its student needs, current educational research, the district Local Control and Accountability Plan (LCAP), and the belief that all students can achieve at high academic levels?

To what extent is the school's purpose, supported by the governing board and the district LCAP, further defined by schoolwide learner outcomes and the academic standards?

The School's vision and purpose is clearly stated. The school is for at risk students from lower socioeconomic backgrounds with the goal of high academic achievement. This vision is very strong and pervades the school's culture. The mission of the school is consistent with the idea that all students, even those from difficult backgrounds, can achieve at a high level and be prepared for college and career. The evidence indicates that the school involves all stakeholders in the development of vision, mission and schoolwide learner outcomes.

The school's purpose is defined in the mission statement and is further defined by schoolwide learner outcomes. More specifically, the school has published guiding principles and core values. These guiding principles are focused on both academic outcomes for students as well as the social emotional learning of the students. The schoolwide learner outcomes are based on college ready rigor, critical consciousness, and collaboration. These schoolwide learner outcomes are strongly in support of the school's purpose. The school's purpose and schoolwide learner outcomes are aligned to the resources and strategies defined in the LCAP. The evidence indicates that the students, parents and other members of the school and business community understand and are committed to the vision of the school and the LCAP.

A2. Governance Criterion

To what extent does the governing board a) have policies and bylaws and the school's purpose is aligned with them to support the achievement of the schoolwide learner outcomes, academic standards, and college- and career-readiness standards based on data-driven instructional decisions for the school?

To what extent does the governing board delegate implementation of these policies to the professional staff?

To what extent does the governing board monitor results regularly and approve the single schoolwide action plan and its relationship to the Local Control and Accountability Plan?

The governing board has policies and procedures that are aligned to the school's purpose with the goal of achieving schoolwide learner outcomes, academic standards and college and career readiness standards. Student performance data is reviewed regularly by the board as well as school leadership. The governing board appears to delegate its implementation of these policies to the professional staff and monitors that these policies are being implemented. The evidence indicates that the governing board has approved the single schoolwide action plan as well as the Local Control and Accountability Plan. The presentations and subsequent approvals by the board are based on data-driven instructional decisions for the school. Governing board members meet regularly with parents, teachers and school leadership and parents regularly attend school board meetings to express their concerns. The school utilizes the uniform complaint procedure as described in the charter.

A3. Leadership: Data-Informed Decision-Making and Ongoing Improvement Criterion

To what extent based on multiple sources of data, does the school leadership, parent/community, and staff make decisions and initiate activities that focus on all students achieving the schoolwide learner outcomes, academic standards, and college- and career-readiness standards?

To what extent do the school leadership and staff annually monitor and refine the schoolwide action plan and make recommendations to modify the LCAP as needed?

There is evidence that the school uses multiple sources of data to make decisions and initiate activities that focus on all students achieving the schoolwide learner outcomes, academic standards and college and career readiness standards. The evidence indicates that the school leadership and staff annually monitor the schoolwide action plan and make recommendations to modify the LCAP. This monitoring is done in cooperation between the school's governing board, the professional staff and community/stakeholder groups. The school collects data from numerous assessments throughout the year. The school should use this data more frequently to inform instruction and drive system changes. The school communicates regularly with staff about initiatives and expectations.

A4. Staff: Qualified and Professional Development Criterion

To what extent does a qualified staff facilitate achievement of the student academic standards and the schoolwide learner outcomes through a system of preparation, induction, and ongoing professional development?

To what extent is there a systematic approach to continuous improvement through professional development based on student performance data, student needs, and research?

The school provides regular and ongoing professional development to its staff. The school provides professional learning communities for its teaching staff to participate in where first and second year teachers meet regularly with the curriculum and instruction department. The curriculum teams, data teams and teachers meet regularly to address student data and facilitate achievement of the student academic standards and the schoolwide learner outcomes. Although the school conducts a wide range of professional development activities that have shown to be successful in achieving schoolwide learner outcomes, the school reports that it has struggled ensuring that all of its teachers are properly credentialed and implementing systems that ensure teachers are advised properly and credentialed for their assignment. The school has also struggled with high rates of teacher turnover and has put plans in place to address these issues. The school provides written policies, procedures and handbooks to staff and communicates staff expectations regularly.

A5. Resources Criterion

To what extent are the human, material, physical, and financial resources sufficient and utilized effectively and appropriately in accordance with the legal intent of the program(s) and LCAP to support students in accomplishing the schoolwide learner outcomes, academic standards, and the college- and career-readiness standards?

Stakeholders are engaged in the process of allocating resources. The school has a business services department that ensures compliance with best practices and that accounting practices are followed. The professional staff, with the input from the stakeholders ensure that the resources are being allocated to accomplish schoolwide learner outcomes. These resource allocations decisions take place between

leadership and staff as well as stakeholders through the LCAP process. The schools facilities are exceptional with open space for students to work, classrooms with integrated technology as well as spaces for students to work with support providers. Evidence indicates that the school has adequate instructional materials available to the students as well as provides a chromebook to each student. The school has indicated an issue maintaining their teaching staff, which indicates that there is a disconnect between the resources for ensuring well qualified staff in the classrooms.

A6. Resources Criterion [Charter Schools only]

To what extent has the charter school’s governing authority and the school leadership executed responsible resource planning for the future?

To what extent has the school developed policies, procedures, and internal controls for managing the financial operations that meet state laws, generally accepted practices, and ethical standards?

To what extent is the school fiscally solvent and does it use sound and ethical accounting practices (budgeting/monitoring, internal controls, audits, fiscal health and reporting)?

The school has a long term plan and vision for sustainable growth. The school has developed policies, procedures and internal controls for managing financial operations. These policies, procedures and internal controls meet state laws, generally accepted practices and ethical standards. The school has strong enrollment totals and large numbers of students on the waiting list. The high demand for the schools program coupled with the strong internal controls indicate fiscal solvency. The evidence also indicates that the school’s resources are sufficient to support their planned growth. A review of the marketing materials indicates that the school is effective at communicating with families and sharing the vision for the school. The school leadership communicates regularly with their charter authorizer and for state required reporting.

CATEGORY A: ORGANIZATION: VISION AND PURPOSE, GOVERNANCE, LEADERSHIP, STAFF, AND RESOURCES

Areas of strength for Organization: Vision and Purpose, Governance, Leadership, Staff, and Resources (if any):

The school has established a mission and vision that is clear and coherent. This mission and vision is part of the schools chartering documents and has been approved by the Contra Costa County Office of Education. The school has also adopted four areas of critical learner needs and is working on three additional student learner outcomes. Students, parents, teachers and support staff are aligned with the vision. The board appears to be heavily involved and parents attend school board meetings to participate in governance. The board initiated the Black/African American Student Achievement Initiative to help close the achievement gap.

The schools facilities are exceptional and well suited for student learning. The fiscal controls and fiscal oversight appear to be thorough and robust to ensure fiscal solvency of the school in the long term. The school communicates frequently with the charter authorizer around academic performance and fiscal solvency.

Key issues for Organization: Vision and Purpose, Governance, Leadership, Staff, and Resources:

The challenges around high turnover rate of teachers is an area that the school leadership must address. The school seems to be in the early stages of addressing the issue of teacher turnover as part of a reorganization and the hiring of a senior school director. The school should also ensure culture and practices from the middle and the upper school are aligned.

Important evidence from the self-study and the visit that supports these strengths and key issues include the following:

Interviews with teaching staff
Interviews with Board Members
Interviews with central office staff
Interviews with students
Local Control and Accountability Plans
School Site Council Minutes
School Board meeting minutes
Student, parent and staff survey results
MWA employee handbook
Student Learner Outcomes
Content Lead, Grade Level and Leadership Meeting agendas
HR staffing model

CATEGORY B. STANDARDS-BASED STUDENT LEARNING: CURRICULUM

B1. Rigorous and Relevant Standards-Based Curriculum Criterion

The curriculum at MWA is aligned with the Common Core State Standards (CCSS). Data is analyzed from ANET, SBAC, IABs, ICAs, SAT and PSAT to support that standards are being met. 1-1 Chromebooks, Promethean Boards, G-suite, Canvas and Hapara are all utilized to promote 21st century learning practices. Teachers follow a standards based template as evidenced by grade level Year at a Glance (YAAG) documents which include common practices for curriculum creation and unit planning. Laurel Springs and APEX are online programs used for credit recovery and are certified by UCOP to fulfill A-G requirements.

Cross-curricular/cultural connections and implementation of current events are areas of growth identified by MWA to enhance the curriculum and common practices of instruction.

Graduation requirements are aligned with UCOP A-G requirements to ensure that all students have the opportunity to satisfy US/CSU admission criteria. Students have the opportunity to participate in 7 AP courses and a Health CTE Pathway program.

Expansion of AP course offerings and CTE programs are being considered to include more subjects and specialities.

English (ELA) curriculum and standards are aligned as evidenced by students meeting standards or showing growth each year with SBAC scores, high graduation rates and college admissions. A high percentage of MWA graduates meet A-G eligibility due to the alignment of graduation requirements with UCOP A-G course requirements.

Math curriculum and standards congruence are not supported by data. Teachers do not have access to student learner outcomes, gradebook portal is not standards-based and AP test pass rates do not show alignment to curriculum and standards being mastered.

Integration exists in the middle school using fraction art, name art and science. The health science CTE pathway integrates physics, nutrition, exercise, biology, math, ELA and art. Technology is integrated across academic disciplines as well as through a yearbook club. The college and career center supports students in college and career exploration.

Parent outreach occurs via staff communication, electronic resources and parent family liaisons. The Making Waves Foundation partners with local businesses to recruit guest speakers. MWA graduates are supported through the College and Alumni Program (CAP) and promote mentoring opportunities.

An increase in community service opportunities and outreach with neighboring communities would benefit students.

B2. Equity and Access to Curriculum Criterion

College and career opportunities can be explored at MWA's College and Career Center which include career day, PSAT/SAT preparation, scholarship information, college fair, college site visits and application workshops.

Individual Learning Plans for each grade level need to be more structured and targeted towards grade-level college and career readiness with a focus on junior advising.

Year-at-a-Glance (YAAG) and unit plans organize and support real-world applications and instructional practices in both middle and upper schools. Project based learning is evidenced by the Cultural Heritage project in the middle school and the CTE Health pathway coursework in the upper school. Learning objectives are posted in classrooms to guide strategies and best practices. ELD standards and SDAIE strategies are embedded in all courses. CLEVER, CANVAS and Google Classroom are utilized to deliver lessons.

Online courses are offered to students when students are in need of credit recovery or when students are experiencing extenuating circumstances such as a medical leave need.

Instructional materials are created by individual teachers and are not consistent across content or grade level. There is a need for a cohesive and culturally relevant curriculum across the school.

Conferences are held every semester with the student, parent and faculty to update the student's individual learning plan. Parents and teachers attend all IEP meetings for students who need additional individual support. Parents are invited to participate in Back to School events, School Site Council, and the Black/African-American Student Achievement Initiative (B/AASAI) workgroup.

Increase in parent involvement is identified as an area to improve. Restructure conferencing to include grade level information.

College tours, admission team visits and presentations expose students to a variety of colleges and universities. MSA hosts an annual Case Study and College Fair. The CAP program supports students as they transition from high school to college. The CAP program coach checks in weekly/monthly with alumni by text, email and phone.

It is recommended for MWA to continue to align it's advisory curriculum across grade levels.

CATEGORY B: STANDARDS-BASED STUDENT LEARNING: CURRICULUM

Areas of strength for Standards-Based Student Learning: Curriculum:

MWA uses a CCSS aligned curriculum that is supported by data-informed assessments. Faculty and staff are provided support through relevant professional development opportunities. Curriculum is aligned to the UCOP A-G requirements and career-readiness standards which includes AP course offerings, a CTE Health pathway and online course offerings. English curriculum is congruent with CCSS as evidenced by high graduation rates, matriculation rates into college and completion rates of UCOP A-G requirements. Content is integrated between middle and upper school classrooms. Project-based learning projects are interdisciplinary. Advisory/homeroom collaborates with academics and career technical disciplines. Middle school and upper school unitize year-at-a-glance (YAAG) lessons and unit plans that include ELD and SDAIE strategies for all classes. MWA uses technology based applications to support instruction with CLEVER, CANVAS and Google Classroom. Students are provided the opportunity to participate in credit recovery through online courses during the school day and/or summer school. Online courses offered are aligned to CCSS and are UCOP A-G approved courses.

Families participate in conferences every semester to review student individual learning plans. Students with individual support needs are addressed through IEP meetings. Parents are invited to participate in School Site Council, a volunteer network and community events that are hosted by the Black/African American Student Achievement Initiative.

MWA offers a variety of programs which include the College and Career Center, college visits/tours, SAT/ACT prep, paid PSAT, SAT, ACT and AP exams, up to 8 paid college application fees, scholarships, open access for all AP courses, student/parent conferences for individual learning planning and an annual Case Study and College Fair. Students are supported by parent/family outreach, College and Alumni program (CAP) collaboration, partnerships with local businesses, community resources and community guest speakers.

Key issues for Standards-Based Student Learning: Curriculum (if any):

In order to enhance the curriculum and common practices of instruction, MWA should continue to increase the cross-curricular/cultural connections and implementation of current events. Expansion of CTE pathway programs and AP offerings is needed to further support college and career readiness.

Math curriculum is not congruent with CCSS as evidenced by SBAC scores. Access to data and student learner outcomes need to be increased. Standards-based grading practices need to be implemented and teacher vacancies need to be decreased. AP passing rates are in need of improvement.

Reorganization of the advisory curriculum is advised to target grade-level college and career readiness goals.

Important evidence from the self-study and the visit that supports these strengths and key issues include the following:

ANET, SBAC, IABs, ICAs, SAT, PSAT scores.

Graduation rates and college admissions.

UCOP A-G graduation requirements.

Staff and student interviews.

Classroom visitations.

CATEGORY C. STANDARDS-BASED STUDENT LEARNING: INSTRUCTION

C1. Student Involvement in Challenging and Relevant Learning Criterion

MWA is actively responsive to student learning and progress as evidenced by the tiered interventions (RT) and Student Success Team (SST) meetings. If a student does not demonstrate grade-level mastery, the school has prepared teachers to respond accordingly so that student needs are met and supported. Furthermore, MWA implements a variety of teacher instruction and learning models to support student learning; differentiation of the course material.

MWA students understand the standards/expected performance levels for each area of study through a variety of ways. For instance, the evidence of consistent visible postings of CCSS on the classroom and teacher presentations/slideshows. Through observations in classroom visits in the lower (middle) school, there are sentence stems used such as: "This week, we are _____ so we can _____. We know we have mastered the content when we _____" (Le, Room MS1-139). The impact of student friendly language of standards/expected performance levels is the greater understanding of the "why"

students are engaging and completing the assignments they are presented. Furthermore, MWA provides students an individualized report on “achievement towards standards through report cards and PowerSchool” (p.83). Overall, the MWA appears to be intentionally reaching stronger alignment with respect to teaching practices so that no matter what space a student is in, there is as consistency of experience in every classroom on campus.

C2. Student Engagement through a Variety of Strategies and Resources Criterion

MWA teachers implement a diverse number of teaching strategies and resources that help facilitate a comprehensive learning environment/courses. For example, teachers offer access to learning support similar to, “text to speech, SDAIE strategies, explicit vocabulary instruction, scaffolded language and speaking prompts...modified passages' ", which ultimately help to harness higher-level thinking skills (p.82). Through classroom observations, there exists a strong technology instructional culture supported by platforms such as Newsela, Lexia, Canvas, and Google Classroom.

Teachers have a variety of strategies and instructional tools to meet the needs of all students. Teachers participate in ongoing professional development and utilize Google Classroom, CANVAS, Newsela, Lexia and ST Math.

An area of growth at MWA is to create and implement a rigorous and CCSS aligned curriculum across all subjects and grade levels. Clear instruction approaches to instruction and intervention need to be defined.

MWA functions under the framework of a Project Based Learning for instruction. As such, there is an extensive focus on “adapting curricular materials” that authentically engage students in their learning and mastery of concepts through the creation of projects (p.85). Through many classroom observations, there were a multitude of spaces where students are critically thinking about the content for the reason that students are creating projects that reflect their internalization of content.

Students are presented with tasks and experiences to foster critical thinking and problem solving through group and individual settings in a Project Based Learning framework.

MWA hopes to maximize student learner outcomes by collaborating with Academic Intervention Services (AIS), RTFisher and current staff.

MWA offers extended-learning opportunities through different support and varying levels. Students demonstration of mastery is flexible.

The CTE pathway in health services includes Intro to Health Sciences, Medical Terminology and Anatomy and Physiology. There is a need to extend CTE opportunities across other jobs and industries. The California Career Zone website is used for career interest assessments.

CATEGORY C: STANDARDS-BASED STUDENT LEARNING: INSTRUCTION

Areas of strength for Standards-Based Student Learning: Curriculum:

An incredibly impressive strength for Standards-Based Student Learning is the implementation of an inclusion model that considers the “race, gender, academic achievement, ELD and IEP status” of all students as they are placed in each classroom roster.

MWA has intentionally established spaces on campus that provide students the greater opportunities to “learn from older students’ successes and challenges” (p.89). As self-reported in the study, after school

programs such as, DREAM, have afforded students such experiences therefore conclusively have helped promote student career preparedness as well as provide real world experiences here on campus.

MWA provides adequate work space for students to engage in individual and group activities. The College and Career Center offers students the opportunity to further explore college and career options. The CTE Health Sciences Pathway supports students who are exploring careers in the medical health field.

Key issues for Standards-Based Student Learning: Instruction:

It is recommended that there is a concise implementation of student-friendly language of CCRS (e.g. SWBAT objectives written in student language) throughout the upper (high) school campus.

Based on the school performance data presented by the Innovate Public Schools, “Top Bay Area Public Schools for Underserved Students 2019” and lack of fidelity for data-informed instruction observed throughout humanities classroom spaces, it is recommended that MWA proactively respond to the assessment data. As self-identified in the self-study, the school desires to ground itself in an “instructional philosophy and approach to better align our practices with math instruction”, an aggressive progress-monitoring practice to provide either in the moment or support in clarifying a whole-class misconception, should assist in improving standards-based student learning (p.90).

At the lower (middle) school, the implementation of differentiated tier instruction (DTI) has been put in place for the reason that the class sizes of the English Language Development (ELD) intervention courses has virtually doubled between the 2016-2019 school years. As self-identified, one crucial way to help mitigate this key issue is to hire more teachers to support these intervention classes so that class size decreases as a result.

At the upper (high) school, it is recommended that the alignment in purpose and execution of the core-day Intervention, also known as Marlin Hour, be improved for the reason that the engagement and investment (buy-in) from both students and staff has subsided over the years. The evidence to support this recommendation stems from both the student and staff interviews conducted throughout the course of the visit. Ultimately, the desired impact of such changes would help increase advocacy for either the intervention or enrichment courses.

There is a lack of alignment and consistency across subjects and grade levels.

Important evidence from the self-study and the visit that supports these strengths and key issues include the following:

Observation rubric

California Standards for the Teacher’s Profession

Instructions or templates for teacher/staff evaluations

Student Learner Outcomes (SLO)

Slides from CEO’s Address

Student Success Team (SST)

SLides from Director’s Address

5th-12th grade Pacing Guides / YAAGs

7th grade science YAAG

5th-12th grade Curriculum guides

Student work samples (Embedded Assessments) ---History DBQ

Classroom Observations.

Student and staff interviews.

CATEGORY D. STANDARDS-BASED STUDENT LEARNING: ASSESSMENT AND ACCOUNTABILITY

D1. Using Assessment to Analyze and Report Student Progress Criterion

To what extent do the school leadership and instructional staff use an effective assessment process to collect, disaggregate, analyze, and report student performance data to the school staff, students, parents, and other stakeholders?

To what extent does the analysis of data guide the school's programs and processes, the allocation and usage of resources, and form the basis for the development of the schoolwide action plan (SPSA) aligned with the LCAP?

The school effectively administers assessments regularly and stores the data for analysis and review by school leaders and teachers. There are strong systems in place to score the interim assessment. The school convenes leaders from across the school to evaluate student results on state and interim assessments called the Assessment Workgroup which makes decisions on how to collect, disaggregate, analyze and report student performance. This workgroup meets every six weeks to discuss student performance on interim assessments and administration of assessments. This data analysis is then used by the curriculum department and the teachers to identify academic improvements. The data is used to guide the school's programs and processes and develop the SPSA and the LCAP. The school is focused on state assessment scores to measure student growth and has recently added additional formative and summative assessments. The school has a college and career counseling department that evaluates student credit completion and readiness for college or career.

D2. Using Assessment to Monitor and Modify Learning in the Classroom Criterion

To what extent do teachers employ a variety of appropriate formative and summative assessment strategies to evaluate student learning?

To what extent do students and teachers use these findings to modify the learning/teaching practices to improve student learning?

The school uses a variety of formative and summative assessment strategies to evaluate student learning. These approaches rely on state provided resources, nationally normed interim assessments and local assessments. The staff review the data at regular intervals. While these meetings occur regularly, it is unclear from the evidence as to what extent the results of these analyses lead to changes at the school or in the classroom. The school has recently focused on coaching practices using the assessment data to inform their instruction. The school is also focusing on ensuring that its grading expectations match those expectations on state tests to ensure the level of rigor necessary for students to demonstrate mastery on state assessments. The school focuses on the Teaching and Learning cycle. This training takes place each quarter following the administration of the interim assessment. This data is used to create their reteach plans that the teachers then implement.

CATEGORY D: STANDARDS-BASED STUDENT LEARNING: ASSESSMENT AND ACCOUNTABILITY

Areas of strength for Standards-Based Student Learning: Assessment and Accountability (if any):

The school has adopted a wide range of assessment tools including state provided resources, nationally normed assessments and locally provided formative assessments. This suite of tools should be adequate to ensure that teachers and school leaders are informed of student progress. The performance of the students, particularly the 11th grade students is exceptional. The data practices are very strong with regular meetings taking place between the data team, curriculum teams and teachers. Data is widely collected and used to make instructional decisions.

Key issues for Standards-Based Student Learning: Assessment and Accountability (if any):

The school should implement steps to ensure that the data collected from these assessments is used regularly to help inform instruction and lead to improved student outcomes. The school should also ensure that its grading practices reflect the rigor of the state standards and expectations of statewide assessments.

Important evidence about student learning from the self-study and the visit that supports these strengths and key issues include the following:

Interviews with curricular and data team leaders

Review of assessment schedule

Review of data dashboards

Review of data walls in classrooms

Agendas from Assessment Workgroup meetings

Review of state dashboard and state assessment performance

CATEGORY E. SCHOOL CULTURE AND SUPPORT FOR STUDENT PERSONAL AND ACADEMIC GROWTH

E1. Parent and Community Engagement Criterion

In an effort to maintain regular involvement of stakeholder support groups in the learning and teaching process for all students, MWA purposefully practices building community between families and the school community. For example, the school has an appointed “parent/guardian engagement coordinator”, who represents the families from both the middle and upper school, to serve as a liaison between student families and the school. One of the major priorities of this coordinator is to support those parents that express the desire to volunteer their time, resources, etc.

Additionally, the Special Education Director at MWA is responsible for holding annual/triennial IEP meetings for all students holding legal documentation by way of IEPs and 504s. The campus is proactive with their identification processes as they intervene by way of the Student Success Team (SST), which provides weekly /daily updates of student attendance and academics. The impact of these strategies and processes is the assurance of collective community inclusion as well as meeting the diverse needs of student families.

E2. School Culture and Environment Criterion

MWA upholds their systems and policies by intentionally providing means of open-communication between school and families that detail the “nutrition policy, school policy, academic calendar and discipline policy”. Both students and families are well-informed of the school policies, and in such cases where interpretation is necessary, bilingual staff support as interpreters.

MWA has prioritized both their strengths and areas of growth in order to maintain a focus on continuous school improvement. There are a host of different settings where all school-community stakeholders can participate in the growth and success of MWA. Such outlets include (but not limited to): “Parent Meetings, ELAC, B/AASAI, Special Education Meetings, Student Success Program (SSP)”, etc (p.118).

MWA’s lower (middle) school’s feedback from the Staff Satisfaction Survey (administered during 2018-19) provided evidence that there does exist a high level of trust, respect, and professionalism among colleagues. Conversely, the upper (high) school’s feedback from the Staff Satisfaction Survey (administered during 2018-19) revealed that there is a low level of trust and respect, “specifically with leadership” as a result of the greater percentage of turnover among faculty and staff. Feedback from the survey recommended that the change begin with the school leader position, by request of a “solid leader at the helm” (p.110).

E3. Personal and Academic Student Support Criterion

MWA appears to prioritize providing students with as many options as possible to help avoid accumulating debt throughout college.

MWA appears to implement SBAC type questions across all contents. For instance, the course catalog displays electives, AP, and CTE pathway classes.

Within the lower (middle) school, MWA appears to have implemented a Designated Tiered Intervention (DTI) for the purpose of equipping students with a “focused intervention in their respective areas of academic growth based on assessments and data” (p. 113). Furthermore, an example of the DTI is the Marlin hour at the upper (high) school.

MWA implements multi-tiered systems that focus on supporting student learning and socioemotional well-being. These systems are focused on providing all students with comprehensive, individualized instruction that is also rigorous and connected to real world experiences.

MWA ensures that there is a high level of student involvement in curricular and co-curricular activities for all grades 5th-12th. As evidenced by the self-elected options to participate in “field trips, student government, clubs, sports, and interscholastic athletics” (p.115). In addition, students are afforded the opportunity to engage in post-secondary experiences through the College and Career Counseling teams resources.

CATEGORY E: SCHOOL CULTURE AND SUPPORT FOR STUDENT PERSONAL AND ACADEMIC GROWTH

Areas of strength for School Culture and Support for Student Personal and Academic Growth:

School community. The MWA community collectively strives to establish a strong school culture and systems of support that will ultimately promote academic success of all students.

From the lower (middle) to upper (high) school, the intentionality behind building strong systems of transparent communication between campus and families. MWA recognizes that “parents are critical in the work of educational and social emotional development” and as such, the parent representatives selected to build and support these systems of communication are paramount to sustaining the strong sense of school community.

The focus on post-secondary pathways compliments the students are supported by parent/family outreach, College and Alumni program (CAP) collaboration, partnerships with local businesses, community resources and community guest speakers.

Key issues for School Culture and Support for Student Personal and Academic Growth:

A self-identified area of growth for school culture and support for student personal and academic growth is the establishment of an on-site interpreter, whose sole purpose is to support the school with correspondence between families. Currently, the support comes from bilingual teachers/staff, and the subsequent impact of this reality weighs heavily upon the school community in a detrimental way for the reason that staff feel over-extended beyond their regular job responsibilities.

An additional, yet similar area of growth, is the establishment of “several designated leadership and staff” personnel who respond to all parent/guardian questions and questions during meetings so that an administrative perspective is present. Especially within special circumstances where there is a need for establishing a student action plan regarding the appropriate next steps both the school and families should take.

A self-identified area of growth for school culture and support for student personal is the absence of a designated parent and community engagement leader who forefronts support for parents representative of the LGBTQ+, GATE, and “families experiencing documentation stress due to blended citizenship within their families.

Important evidence about student learning from the self-study and the visit that supports these strengths and key issues include the following:

GATE overview

SSP overview

DREAM overview

EL overview

AP overview

SPED overview

RSP overview

DTI overview

Staff and student interviews.

Teacher observations.

Chapter IV: Synthesis of Schoolwide Strengths and Growth Areas for Continuous Improvement

Schoolwide Areas of Strength

1. Students, parents, teachers and support staff are aligned with the mission and vision of the school.
2. The schools facilities are exceptional and well suited for student learning.
3. Curriculum is aligned to the UCOP A-G requirements and career-readiness standards which includes AP course offerings, a CTE Health pathway and online course offerings.
4. MWA offers a variety of programs which include the College and Career Center, college visits/tours, SAT/ACT prep, paid PSAT, SAT, ACT and AP exams, up to 8 paid college application fees, scholarships, open access for all AP courses, student/parent conferences for individual learning planning and an annual Case Study and College Fair. Students are supported by parent/family outreach, College and Alumni program (CAP) collaboration, partnerships with local businesses, community resources and community guest speakers.
5. The implementation of an inclusion model that considers the “race, gender, academic achievement, ELD and IEP status” of all students as they are placed in each classroom roster.
6. The school provides adequate work space for students to engage in individual and group activities.
7. The data practices are very strong with regular meetings taking place between the data team, curriculum teams and teachers.
8. The MWA community collectively strives to establish a strong school culture and systems of support that will ultimately promote academic success of all students.

Schoolwide Growth Areas for Continuous Improvement (list numerically; include who, what, why, and the impact on student learning)

The visiting committee concurs with the school’s identified growth areas for continuous improvement that are outlined in the schoolwide action plan. These are summarized below:

1. Math curriculum is not congruent with CCSS as evidenced by SBAC scores. Access to data and student learner outcomes need to be increased. Standards-based grading practices need to be implemented. AP passing rates are in need of improvement.
2. Expansion of CTE pathway programs and AP offerings is needed to further support college and career readiness.
3. The lack of fidelity for data-informed instruction observed throughout humanities classroom spaces, it is recommended that MWA proactively respond to the assessment data provided. As self-identified in the self-study, the school desires to ground itself in an “instructional philosophy and approach to better align our practices with math instruction”.
4. The school should also ensure that its grading practices reflect the rigor of the state standards and expectations of statewide assessments.
5. An area of growth for school culture and support for student personal and academic growth is the establishment of an on-site interpreter, whose sole purpose is to support the school with correspondence between families.

In addition, the visiting committee has identified additional growth areas that need to be addressed:

1. The challenges around high turnover rate of teachers is an area that the school leadership must address. The school seems to be in the early stages of addressing the issue of teacher turnover as part of a reorganization and the hiring of a senior school director.
2. The school should ensure student and teacher culture and practices from the middle and the upper schools are aligned. For example, consistency of enforcing student uniform expectations will help teachers meet their baseline professional expectations.

Chapter V: Ongoing School Improvement

The schoolwide action plan includes items that are part of the mission and goals of the school.

The Action Plan is adequate and ambitious in addressing the identified growth areas. The ambitious goals will definitely enhance student learning. The Action Plan is easy to understand. The Action Plan definitely enhances student learning. The basic learning environment of the schools (middle and high school) is expected achievement at a high level. There is no compromise. Hence the action plan, if present practices are followed, will almost certainly enhance learning.

The Action Plan is feasible within existing resources. It appears to be user friendly and clear.

It is suggested the school include an Action Goal 4 that addresses recruitment and retention of upper school teaching staff.

Interviews with staff indicate that sufficient commitment exists both schoolwide and system wide to accomplish the Action Plan. Recent interviews and Director consolidation indicates also that the school is well aware of the need to recruit and retain qualified high school teachers.

The school reports that after the FOL process, the Action Plan will be aligned as much as possible to the LCAP.

There are many factors that will support school improvement including: Leadership changes that are being made to deal with staff retention issues, a strong alliance with parents to assist the students to achieves at a high rate, a mission statement that simply makes no excuses for not achieving at a high rate, staff support in many unconventional ways (intervention specialists, social workers, etc) that almost creates an individualized learning environment for all students who need it. The school calls this a holistic approach; which is extensive, comprehensive, and as shown by the graduation rate and placement rate in college.

The largest impediment is hiring and keeping staff at the high school level. A late development shows the school's attention to this with the hiring of a single Director for both the Upper School and the Lower School. This Director, was responsible for the stability and retention of a highly qualified staff at the lower school (using innovative techniques to financially help teachers get credentialed, pay for the credentialing, housing etc. as incentives). This same approach will be used with upper school level teachers to build more stability in staffing.

Those responsible for follow up are clearly defined in the schoolwide action plan. Given that in the last cycle most of the Action Plan was completed on time, it seems reasonable that the follow up process is sufficient to accomplish the Action Plan.

Coversheet

Lottery Update

Section: III. Non-Action Items
Item: B. Lottery Update
Purpose: FYI
Submitted by: LaMario Sales
Related Material: March Board Meeting Presentation1.pptx.pdf

BACKGROUND:

Lottery application results for the 2020-2021 school year.

Making Waves Academy

Richmond Recruitment March Board Meeting Update

LaMario Sales
Student Recruitment & Engagement Coordinator
March 2020





Richmond – Recruitment Update

- **Application Update:**
 - 1,261 applications submitted with MWA being at least one of the schools selected
 - Of those 1,261 applications, 608 only applied to MWA (48.2% of all applications submitted)
 - 96 sibling applications (7.6% of all applications submitted)
 - 7 employee children applications, (0 qualified for priority)
 - 1,045 applicants eligible for free and reduced lunch (82.8% of all applications submitted)



Richmond – Recruitment Update

Applications by Grade: 2020-2021

School Name	5th	6th	7th	8th	Total
Making Waves Academy Middle School	<u>420</u>	<u>344</u>	<u>352</u>	<u>145</u>	<u>1,261</u>

Application by Grade (MWA only): 2020-2021

School Name	5th	6th	7th	8th	Total
Making Waves Academy Middle School	<u>276</u>	<u>127</u>	<u>118</u>	<u>87</u>	<u>608</u>



Applicants by Race / Ethnicity:

<u>Race</u>	<u>Targets</u>	<u>Final Results</u>	<u>Applicants</u>
African American	25%	16.6%	210
Asian	6%	6.5%	82
Hawaiian or Pacific Islander	6%	0.5%	7
Hispanic or Latino	50%	61%	765
Multiple	6%	8.2%	104
White	6%	1.8%	23
Other	N/A	2.1%	31
Unreported	N/A	3.0%	39



Where Do Our Applicants Live?

(23 Different Cities)

- Richmond-652
- San Pablo-367
- El Sobrante-62
- Pinole-62
- Hercules-57
- Rodeo-23
- Vallejo-10
- Antioch-8
- El Cerrito-4
- Bay Point-2
- Berkeley- 2
- Pittsburg-1
- San Francisco-1
- San Rafael-1
- Suisun-1
- Emeryville-1
- Oakland-1
- Walnut Creek-1
- Crockett-1
- Fairfield-1
- Oakley-1
- Roseville-1
- Philadelphia-1



Commercial Advertisements Results

- **Movie Theater Ad**
 - Played approx. 10 minutes before the start of each movie
 - Campaign ran from Nov.22.2019-Jan.2.2020
 - Ad played a total of 5923 times between Dec. 21st-Feb. 15th
 - Cross platform banner promotion on sites such as Hgtv, Yahoo, and Moviefone
 - 124,813 total impressions with 1,922 clicks for more information
- **Direct Mail Campaign**
 - Sent postcards to MWA’s underrepresented groups during the recruitment process
 - Approx. 1000 homes received an invite to apply for MWA’s Lottery
- **Signage on Lakeside & Richmond Parkway**
 - placed just below the “Making Waves Academy” sign from October 1st-February14th
 - Seen by approx. 792,000 vehicles**
 - Also placed on Lakeside drive in front of play structure.

**Number based on traffic study by Caltrans. Approx. 198,000 cars pass MWA West Bound where the sign is most visible in a given month.



Commercial Advertisement 2020-2021



Movie Theater Screen @Century 16



TV Screen in Lobby of Century 16



Corner of Lakeside Dr. and Richmond Parkway



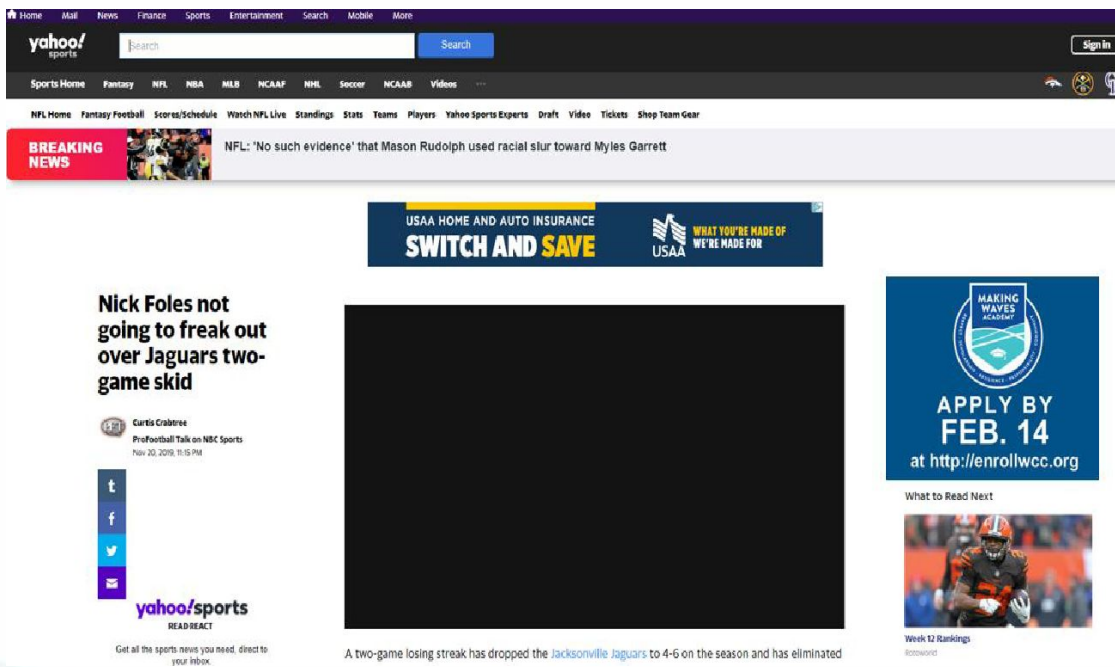
Lakeside Dr. near Play Structure



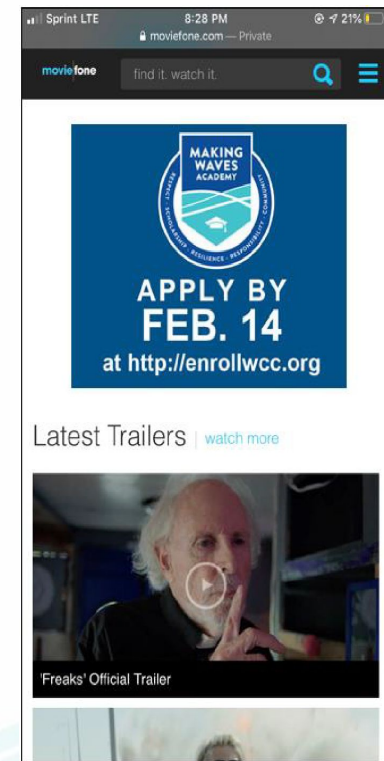
Cross Platform Promotions



HGTV.com



Yahoosports.com



Moviefone.com



Community Outreach

- **Sent email reminders about this year's lottery to over 700 families on 19-20 waitlist**
- **Led two Lottery Information Sessions which were attended by over 150 families**
- **Richmond PAL**
- **Booker T Anderson Center**
- **Nevin Community Center**
- **Girls Inc**
- **Yes Families**
- **Ryse Center**
- **All Nations Church**
- **Ephesians Church of God in Christ**
- **Richmond Recreation Centers**
- **Boys & Girls Club (Salesian)**
- **Building Blocks for Kids**
- **YMCA (Rodeo)**
- **YMCA (Coronado)**
- **San Pablo Community Center**
- **Parchester Community Center**
- **La Petite Academy (Hilltop)**
- **KinderCare (El Sobrante)**
- **Pinole Valley Lanes**
- **YMCA (Hilltop)**



QUESTIONS?

Coversheet

Board Minutes: February 6, 2020 Board Meeting

Section: IV. Action Items
Item: A. Board Minutes: February 6, 2020 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for February MWA Board Meeting on February 6, 2020

APPROVED



Making Waves Academy

Minutes

February MWA Board Meeting

Date and Time

Thursday February 6, 2020 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.

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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[Para ver la agenda en Espanol oprima aqui](#)

Teleconference Location

Le Méridien Dallas, The Stoneleigh

2927 Maple Ave, Dallas, TX 75201

Public Comment

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

Directors Present

Alicia Klein, Burak Gursel, Esther Hugo, Jessica Laughlin (remote), Layla Naranjo (remote), Margaret Watson, Maricela Navarro

Directors Absent

Daryle Morgan

Directors who left before the meeting adjourned

Jessica Laughlin, Layla Naranjo

Guests Present

Alton B. Nelson Jr., Elizabeth Martinez, Evangelia Ward-Jackson

I. Opening Items

A. Call the Meeting to Order

Alicia Klein called a meeting of the board of directors of Making Waves Academy to order on Thursday Feb 6, 2020 at 10:34 AM.

B. Record Attendance and Guests

C. Public Comment on Closed Session Item

D. Closed Session

Burak Gursel made a motion to approve the committee's findings of fact and recommendation for expulsion regarding Confidential Student Discipline Matter Case No.: 2020001.

Jessica Laughlin seconded the motion.

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

Roll Call

Jessica Laughlin	Aye
Esther Hugo	Aye
Layla Naranjo	Aye
Daryle Morgan	Absent
Margaret Watson	Aye
Maricela Navarro	Aye
Burak Gursel	Aye
Alicia Klein	Abstain

E. Public Comments

Two members of the public shared statements with the board.

II. Standing Reports

A. Compliance to Excellence: Remarks by Board President

- Board Engagement Day was a success that included the founders, Making Waves Foundation and the Making Waves Academy Board.
- Parent Forum was held last month with three board members, the Senior School Director and the CEO. This is an opportunity for parents to have their voice heard, parents are encouraged to participate.

B. Q & A on Associated Student Body Report

ASB President and Vice President provided an overview of their successes, challenges, and goals. Their goals were to increase student participation and tackle the challenge of time management to ensure that they are utilizing their time effectively.

Board members engaged in Q & A regarding the ASB report.

C. Mission Connection: Associated Student Body Panel

Board members engaged in Q & A with the ASB officers and wave representatives. Topics covered included:

- Leadership of student population
- Vandalism on campus

ASB shared the vision for the upcoming school year including:

- Increasing participation of younger high school students
- Increasing student voices beyond ASB i.e. suggestion box, survey, etc.
- Increasing resources for ASB specifically, budget line and support from administration when they have different ideas
- Increasing planning time for ASB during the week
- Proposing ASB planning time as a Marlin Hour session
- Preparing for growing upper school student population

D. Deep Dive: B/AASAI Mentor Program Launch

Middle School Intervention Coordinator and B/AASAI Lead, Ms. Stilwell, for MWA provided an update on the B/AASAI calendar, its strengths, challenges, and next steps.

- M. Stilwell provided an update on the academic mentoring framework that is in place at MWA.

Board members engaged in Q & A about the updates shared.

E. CEO & SENIOR SCHOOL DIRECTOR PRESENTATION

CEO introduced Dr. Ward-Jackson as the Senior School Director for MWA.

- CEO provided an overview of the proposed organizational structure for the upcoming year.
- Senior School Director provided an overview of her launch plan for the remainder of the academic year.

Board engaged in Q & A regarding their presentation.

F. Senior School Director Written Report

Board asked questions regarding the Senior School Director report.

- Board appreciated the candor of the report and the section on trauma-informed practices
- Board asked follow up questions regarding the section on Trauma-Informed practices specifically, how are they measuring the efficacy of the services they are providing?
- Board asked follow up questions regarding GATE related to 0 period
- Board acknowledged the AP/Honors section of the report, it was one of the best written reports the board has seen
- Board acknowledged the increase in AP offerings

Layla Naranjo left.

G. Q & A on CEO Written Report

Board asked questions on the CEO report.

- Board asked for CEO to include his year-long goals in upcoming reports

H. Q&A on Written Finance Report

No questions were asked about the Finance Report.

I. Committee and Advisory Committee Updates

- Board member, J. Laughlin provided an update on the Diversity, Equity and Inclusion Committee work
- Board member, M. Watson and Chief of Staff, E. Martinez provided an update on the Culture and Climate Committee

J. School Site Council Update

School Site Council (SSC) President, K. Brown, provided an update on the January 23rd, 2020. The last SSC meeting featured updates from Director of Finance and the Chief of Staff on LCAP and WASC Self Study. The meeting also featured an LCAP Stakeholder Feedback Session. President Brown provided highlights from the session.

III. Non-Action Items

A. Recruiting Update

CEO provided a Talent Update on behalf of the Talent Team including:

- Current Vacancies
- Context for Faculty Vacancies
- Overview of Intent to Return Survey
- Recruitment Strategies

IV. Action Items

A. Board Minutes: December 12, 2019 Board Meeting

Burak Gursel made a motion to approve the minutes from December MWA Board Meeting on 12-12-19.

Esther Hugo seconded the motion.

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

Roll Call

Maricela Navarro	Aye
Jessica Laughlin	Aye
Alicia Klein	Aye
Burak Gursel	Aye
Esther Hugo	Aye
Daryle Morgan	Absent
Margaret Watson	Aye
Layla Naranjo	Absent

B. Accept Minutes for Committees and Advisory Committees

There were no minutes to accept.

C. Student Accountability Report Card

Board asked clarifying questions regarding data on the School Accountability Report Card.

Esther Hugo made a motion to approve pending revisions.

Maricela Navarro seconded the motion.

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

Roll Call

Alicia Klein	Aye
Margaret Watson	Aye
Maricela Navarro	Aye
Jessica Laughlin	Aye
Esther Hugo	Aye

Roll Call

Daryle Morgan Absent
Burak Gursel Aye
Layla Naranjo Absent

D. The Management Center Contract

Maricela Navarro made a motion to approve.
Margaret Watson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Daryle Morgan Absent
Layla Naranjo Absent
Esther Hugo Aye
Alicia Klein Aye
Margaret Watson Aye
Jessica Laughlin Aye
Maricela Navarro Aye
Burak Gursel Aye
Jessica Laughlin left.

Roll call votes ceased after teleconference participant, J. Laughlin, left the board meeting.

E. WASC Self-Study

Burak Gursel made a motion to approve the WASC Self-Study pending revisions.
Maricela Navarro seconded the motion.
The board **VOTED** to approve the motion.

V. Consent Action Items

A. JobVite Contract Renewal

B. Vote

Margaret Watson made a motion to approve the consent items.
Esther Hugo seconded the motion.
The board **VOTED** to approve the motion.

VI. Discussion Items

A. Appreciations by the Board of Directors

Board members appreciated the community for their commitment to WASC and the ASB representatives for their presentation.

VII. Closing Items

A.

Schedule of Board of Directors Meetings 2019-2020

Due to an important community event for Black and African American students in Richmond, the board will be changing the time of the March meeting as reflected below.

- March 19th, 2020, 10:30 am-2:00 pm [BOOK DISCUSSION]
- May 7th, 2020, 4:00 pm-7:30
- June TBD, 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 2:08 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: MWA Finance Advisory Committee Meeting-2.25.2020-Minutes_final.docx



Finance Advisory Committee

Minutes

Date and Time: February 20th, 2020 at 10:30 --12:00

Location: 3045 Research Drive, Richmond, CA 94806

ATTENDING:

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

Staff: MWA CEO Alton Nelson and MWA Director of Finance Hung Mai

Guests: MWF CEO Patrick O'Donnell, MWF CAO Darcy Deming, and MWF CFO Elaine Clark

1. MWA FY2019-20 2nd Interim Budget

Following review, committee recommended the second interims to the MWA Board for approval.

2. MWA FY2020-21 Budget

The committee reviewed first drafts of the FY21 budgets. Of particular note:

- CEO explained the concept of core, core plus and holistic buckets for spending.
- The committee asked that in the future new budgets be compared to current actuals (i.e. second interims) rather than the original budget or first interims.
- Staff noted the addition of four extra teachers to mitigate the impact of teacher vacancies throughout the year

The committee asked that the changes in college access and staff retention expenses paid for by Making Waves Foundation be better explained in the next iteration.

3. Next Steps

The group will meet again to review revised FY21 budget drafts in late April.

Coversheet

Second Interim Budget (2019-2020)

Section: IV. Action Items
Item: C. Second Interim Budget (2019-2020)
Purpose: Vote
Submitted by: Hung Mai
Related Material: 2019-20 MWAS (Central Office) 2nd Interim Budget.pdf
Executive Summary 2019-20 Second Interim.pdf
2019-20 MWA 2nd Interim Budget.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. The Finance Advisory Committee has reviewed the 2019-20 second interim and recommended the Board to approve it.

RECOMMENDATION:

To review and approve 2019-20 second interim budget

Making Waves Academy
Budget FY2020

MWAS (Central Office)
Second Interim
Version 1

Printed on: 3/11/2020
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	A	B	C	D	H	K	L	M
2	Account #	Account Title	FY2019 Original Budget	FY2020 1st Interim Budget (B)	FY2020 2nd Interim Budget (C)	FY20 2nd Interim vs. Variance FY20 1st	% Variance (C) vs. (B)	Notes
3		Income						
24	8981	Scully Related Entity (SRE)	5,502,752	4,949,688	4,265,378	(684,310)	-14%	
28	INCO.INC	Central Office (Revenue from Shared Services Allocatio	1,068,715	1,068,715	1,068,715	-	0%	
29		Total Income	6,571,467	6,018,402	5,334,092	(684,310)	-11%	
30								
35		Expenses						
40	1409	Certificated Special Temporary COLA Bonus	402,000	325,500	260,000	(65,500)	-20%	Removed / Reduced in projected COLA for eliminated and vacant positions
42	2100	Classified Instructional Aide Salaries	231,000	91,316	90,102	(1,214)	-1%	
44	2300	Classified Supervisor & Administrator Salaries	3,132,660	2,908,648	2,598,225	(310,423)	-11%	Variance from: <ul style="list-style-type: none"> • Reduction in eliminated positions: • Sr. Director of Curriculum Instruction includes severance package • Sr. Director of Elementary Learning includes severance package • Chief Learning & Innovation Officer includes severance package • Director of Teacher Residency • Director of Instructional Technology • Director of HR includes severance package • Chief Operating Officer includes severance package • Director of Compliance • Data & Online System Administrator • Prorated salary for Vacant Position - Managing Director of HR • Extra Work Stipends
45	2400	Classified Clerical and Office Salaries	312,200	232,100	182,372	(49,727)	-21%	Operations Assistant position eliminated for second half of fiscal year
47		Total Salaries	4,077,860	3,557,564	3,130,700	(426,864)	-12%	
48	3101	Certificated STRS	98,700	103,400	104,854	1,453	1%	
49	3301	Certificated Social Security/Medicare	266,297	225,168	196,083	(29,086)	-13%	
50	3401	Certificated Health & Welfare Benefits	413,215	356,018	301,995	(54,023)	-15%	
51	3501	Certificated Unemployment Insurance	20,449	17,788	15,653	(2,134)	-12%	
52	3601	Certificated Workers Comp Insurance	53,169	46,248	40,699	(5,549)	-12%	
53	3701	Certificated Retirement Match	135,965	116,403	100,321	(16,082)	-14%	
54	3999	Accrued Paid Time Off	100,245	100,245	100,245	-	0%	
55		Total Benefits	1,088,040	965,271	859,850	(105,421)	-11%	
56		Total Salaries & Benefits	5,165,900	4,522,835	3,990,550	(532,285)	-12%	
57								
59	4200	Books and Other Reference Materials	3,125	3,125	2,525	(600)	-19%	
62	4330	Office Supplies	25,700	25,700	21,300	(4,400)	-17%	
63	4390	Other Food	4,500	4,500	-	(4,500)	-100%	
64	4410	Furniture, Equipment & Supplies (non-capitalized)	4,000	4,000	2,000	(2,000)	-50%	

Making Waves Academy
Budget FY2020

MWAS (Central Office)
Second Interim
Version 1

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	A	B	C	D	H	K	L	M
2	Account #	Account Title	FY2019 Original Budget	FY2020 1st Interim Budget (B)	FY2020 2nd Interim Budget (C)	FY20 2nd Interim vs. Variance FY20 1st	% Variance (C) vs. (B)	Notes
65	4420	Computers and IT Supplies (non-capitalized)	21,200	21,200	21,200	-	0%	
68	4990	Contingency	100,000	100,000	50,000	(50,000)	-50%	
69		Total Supplies	158,525	158,525	97,025	(61,500)	-39%	
70	5210	Conference Fees	80,734	89,484	101,139	11,655	13%	Reallocation from account 5851 for IT Department
71	5215	Travel - Mileage, Parking, Tolls	17,000	17,000	15,450	(1,550)	-9%	
72	5220	Travel - Airfare & Lodging	61,750	61,750	30,500	(31,250)	-51%	Reduction from HR & Operations Department
73	5225	Travel - Meals & Entertainment	22,165	22,165	14,200	(7,965)	-36%	Reduction from HR & Operations Department
74	5305	Professional Dues & Memberships	24,049	30,299	29,150	(1,149)	-4%	
80	5605	Equipment Leases and Rentals	8,000	8,000	8,000	-	0%	
81	5610	Occupancy Rent	23,366	23,366	12,000	(11,366)	-49%	Reduced to match actual rent from Blume Dr
82	5612	Additional Facilities Use Fees	2,000	2,000	1,000	(1,000)	-50%	
86	5803	Accounting Fees	15,000	15,000	15,000	-	0%	
87	5804	Legal Fees	56,000	56,000	53,000	(3,000)	-5%	
90	5810	Contracted Services	220,500	370,500	380,000	9,500	3%	Increase for Custom Safety Program from Joffe Emergency Services
92	5810.002	Student Information & Assessment	65,372	65,372	65,372	-	0%	
94	5810.004	Intervention & Consultation	51,250	51,250	51,250	-	0%	
95	5810.005	Psychological Services	21,148	21,148	21,148	-	0%	
98	5810.008	Information Technology	118,704	118,704	106,704	(12,000)	-10%	Reduction from IT Department
102	5820	Recruiting - Students	35,000	20,000	20,000	-	0%	
103	5821	Printing and Reproduction	12,500	12,500	13,500	1,000	8%	
105	5850	Staff Recruitment	171,004	171,004	167,804	(3,200)	-2%	
106	5851	Professional Development	181,400	121,400	81,500	(39,900)	-33%	Variance from: • Reduction due to less staff taking advantage of tuition reimbursement program • Reallocation to account 5210 for IT Department
107	5853	Payroll Processing Fees	30,000	30,000	30,000	-	0%	
110	5905	Company Cell Phones	23,200	23,200	23,200	-	0%	
111	5910	Internet and Wifi	3,900	3,900	3,900	-	0%	
112	5915	Postage and Delivery	1,000	1,000	700	(300)	-30%	
114	5992	Bank fees	2,000	2,000	2,000	-	0%	
117		Total Contract Services	1,247,042	1,337,042	1,246,517	(90,525)	-7%	
118								
119		Total Salaries & Benefits	5,165,900	4,522,835	3,990,550	(532,285)	-12%	
120		Total Supplies	158,525	158,525	97,025	(61,500)	-39%	
121		Total Contract Services	1,247,042	1,337,042	1,246,517	(90,525)	-7%	
122		Total Expenses	6,571,467	6,018,402	5,334,092	(684,310)	-11%	
123								
124		Net Income	0	0	0			



Executive Summary for FY 2019-20 Second Interim Report

March 19, 2020

2019-20 Second Interim Report Overview

The **Second Interim Report** is required by the California Department of Education (CDE) each year. Making Waves Academy (MWA) must submit the Second Interim Report for review to its charter authorizer, the Contra Costa County Office of Education (CCCOE), by March 15, 2020. 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 second interim report's financial projections have been updated to reflect current conditions and board action taken since the adoption of the first interim budget. With each financial report, MWA is asked to project revenues and expenditures through year-end, June 30, 2020.

Revenues Summary

- Total government revenues **decreased** by **\$190K (-1%)**
 - Child Nutrition - \$108K
 - Title I - Basic Grant - \$82K
- The Scully Related Entity (SRE) donations **decreased** by **\$990K (-8%)** to match the expenses.

Expenses Summary

- The total expenses **decreased** by **\$1,179,912 (-4%)**
 - MWA expenses **decreased** by **\$495,602 (-2%)**
 - Central Office expenses **decreased** by **\$684,310 (-11%)**

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 the Second Interim Budget

Since our meeting in November 2019 for the First Interim Budget, the following key events occurred, resulting in changes in this Second Interim Report.

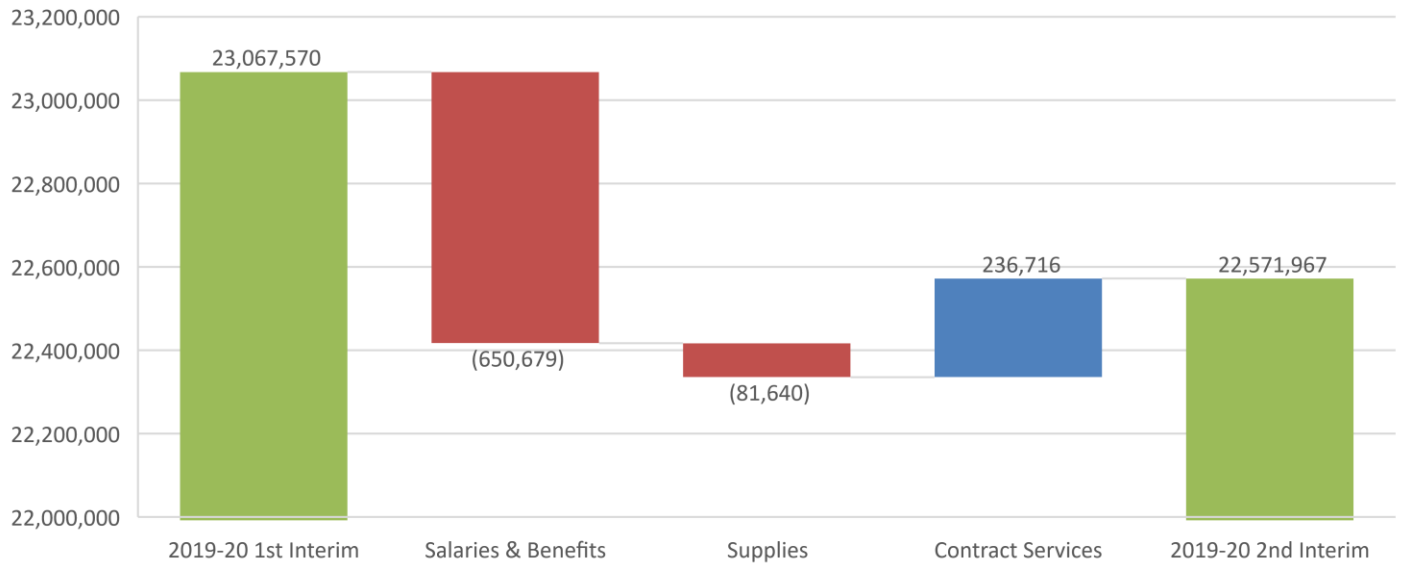
1. **Staffing Vacancies** - We did not fill all budgeted positions for faculty and staff.
2. **Staff Reductions** - We eliminated various positions in both MWA and the Central Office.
3. **Students Food** - We have fewer students eating school meals.
4. **School Utilities** - We increased the utility budget to reflect actual expenses incurred for new buildings. The higher than estimated amount is also partly due to delays in connecting new upper school buildings to the grid for power credits.
5. **Contract Services** - We increased contracted services to support some open positions.

**2019-20 Second Interim Summary
Richmond**

Location	Original Budget	1st Interim Budget	2nd Interim Budget	\$ Variance (1 st vs. 2 nd Interim)	% Variance
Revenues					
Government	\$14,056,621	\$14,056,621	\$13,871,273	-\$185,348	-1%
Donation	\$1,515,000	\$1,515,000	\$1,514,316	-\$684	0%
SRE	\$7,451,691	\$7,545,949	\$7,236,378	-\$309,571	-4%
Total Revenues	\$23,023,312	\$23,117,570	\$22,621,967	-\$495,603	-2%
Expenses					
Salaries/Benefits	\$14,436,245	\$14,102,836	\$13,452,157	-\$650,679	-5%
Supplies	\$1,541,555	\$1,541,555	\$1,459,915	-\$81,640	-5%
Contract Services	\$6,995,511	\$7,423,179	\$7,659,895	\$236,716	3%
Total Expenses	\$22,973,311	\$23,067,570	\$22,571,967	-\$495,603	-2%
Revenues - Government per ADA	\$14,355	\$14,355	\$14,166	-\$189	-1%
Expenses – Cost per Student	\$22,523	\$22,615	\$22,129	-\$486	-2%

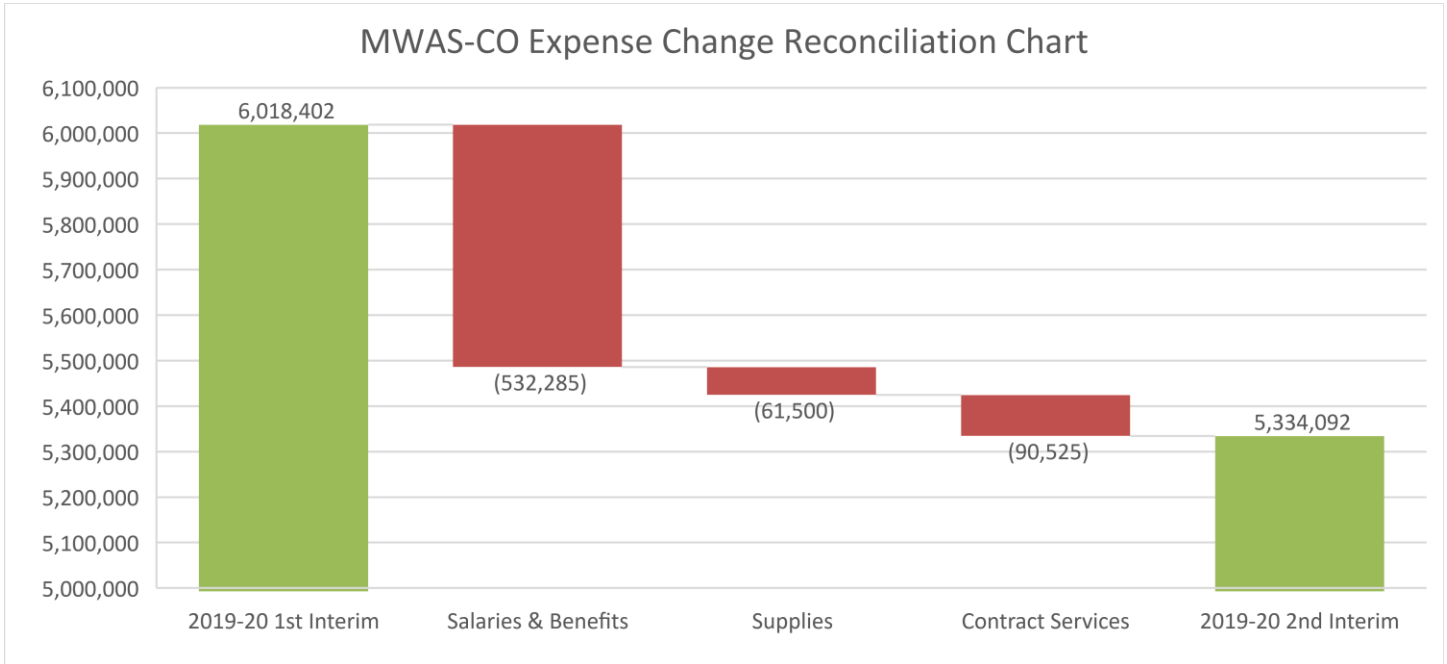


MWA Richmond Expense Change Reconciliation Chart



**2019-20 Second Interim Summary
Central Office**

Location	Original Budget	1st Interim Budget	2 nd Interim Budget	\$ Variance (1 st vs. 2 nd Interim)	% Variance
Revenues					
SRE	\$5,502,752	\$4,949,688	\$4,265,378	-\$684,310	-10%
Central Office (Shared Services Allocation)	\$1,068,715	\$1,068,715	\$1,068,715	\$0	0%
Total Revenues	\$6,571,467	\$6,018,402	\$5,334,092	-\$684,310	-8%
Expenses					
Salaries/Benefits	\$5,165,900	\$4,522,835	\$3,990,550	-\$532,285	-12%
Supplies	\$158,525	\$158,525	\$97,025	-\$61,500	-39%
Contract Services	\$1,247,042	\$1,337,042	\$1,246,517	-\$90,525	-7%
Total Expenses	\$6,571,467	\$6,018,402	\$5,334,092	-\$684,310	-11%



Key Changes Between the First Interim and the Second Interim Budget:

REVENUES: 2019-20 – TOTAL CHANGES – DECREASED BY \$1,179,912 (-4%)

Revenues

- Government revenues reduced for Child Nutrition and Title I grant
- Reduced Scully Related Entity (SRE) donations to match the reduced expenses

RICHMOND EXPENDITURES: 2019-20 TOTAL CHANGES – DECREASED BY \$495,603 (-2%)

I. Salaries and Benefits - Decreased by \$650,679 (-5%)

- Saved on open positions
 1. Upper School Science Teacher
 2. Upper School Biology Teacher
 3. Math Coaches
 4. Maker Space Coordinator
- Saved on eliminated positions
 1. Executive Assistant
 2. Parent Engagement Coordinator
 3. Middle School Director
 4. Upper School Director
 5. Upper Applied Technology Coordinator
- Saved on health insurances
- Saved on State Teacher Retirement System (STRS)



II. Supplies - Decreased by \$81,640 (-5%)

- Saved on students food
- Saved on other supplies

III. Contract Services - Increased by \$236,716 (3%)

- Increased utilities budget to reflect actual utility expenses incurred
- Increased substitute teachers due to teacher vacancies
- Increased AP exam fees
- Increased Special Education contracted services

CENTRAL OFFICE EXPENDITURES: 2019-20 TOTAL CHANGES – DECREASED BY \$684,310 (-11%)

I. Salaries and Benefits - Decreased by \$532,285 (-12%)

- Saved on open positions
- Saved on eliminated positions
 1. Director of Teacher Residency
 2. Director of Instructional Technology
 3. Data & Online Systems Administrator
 4. Operations Assistant
 5. Chief Operating Officer
 6. Director of Human Resources
 7. Director of Compliance
 8. Senior Director of Curriculum Instruction
 9. Senior Director of Elementary Learning
 10. Chief Learning & Innovation Officer
- Saved on health insurance benefits

II. Supplies - Decreased by \$61,500 (-39%)

- Saved on contingency fund

III. Contract Services - Decreased by \$90,525 (-7%)

- Saved on conference and travel
- Saved on residency teachers tuition

Summary

Overall, Making Waves Academy **decreased** the budget by **\$1,179,912** or **4%** from the First Interim to the Second Interim Budget.

- Saved on open positions
- Saved on eliminated positions
- Saved on faculty and staff benefits

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
Second 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:

) 2019-20 CHARTER SCHOOL SECOND 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:

) 2019-20 CHARTER SCHOOL SECOND 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 Second Interim Report, please contact:

<u>For Approving Entity:</u>	<u>For Charter School:</u>
<u>Bill Clark</u>	<u>Alton B. Nelson, Jr.</u>
Name	Name
<u>Associate Superintendent</u>	<u>Chief Executive Officer</u>
Title	Title
<u>925-942-3310</u>	<u>510-262-1511</u>
Phone	Phone
<u>bclark@cccoe.k12.us</u>	<u>anelson@mwacademy.org</u>
E-mail	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
Second 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 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	1st Interim Budget			Actuals thru 1/31			2nd 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	6300			-			-			-
Expansion of School Libraries	6400			-			-			-
Equipment	6500			-			-			-
Equipment Replacement	6900	25,000		25,000	13,639		13,639	25,000		25,000
Depreciation Expense (for accrual basis only)										
Total, Capital Outlay		25,000	-	25,000	13,639	-	13,639	25,000	-	25,000
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		19,902,967	3,164,603	23,067,570	11,476,237	592,067	12,068,304	19,455,101	3,116,866	22,571,967
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		50,000	-	50,000	(76,574)	-	(76,574)	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	(76,574)	-	(76,574)	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	3,551,260		3,551,260	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	3,551,260		3,551,260	3,677,834		3,677,834

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
Second 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	1st Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	2nd Interim vs. 1st Interim Increase, (Decrease)	
					\$ Difference (Z) vs. (X)	% Change (Z) vs. (X)
A REVENUES						
1. Revenue Limit Sources						
State Aid - Current Year	8011	6,660,391	2,620,128	6,221,287	(439,104)	-6.59%
Education Protection Account State Aid - Current Year	8012	1,403,303	782,371	1,659,651	256,348	18.27%
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	1,265,244	2,767,740	144,289	5.50%
Other Revenue Limit Transfers	8091, 8097	-	-	-	-	-
Total, Revenue Limit Sources		10,687,145	4,667,743	10,648,678	(38,467)	-0.36%
2. Federal Revenues						
No Child Left Behind (Include ARRA)	8290	-	-	-	-	-
Special Education - Federal	8181, 8182	117,500	-	122,640	5,140	4.37%
Child Nutrition - Federal	8220	459,736	131,065	359,153	(100,583)	-21.88%
Other Federal Revenues (Include ARRA)	8110, 8260-8299	467,508	96,088	386,694	(80,814)	-17.29%
Total, Federal Revenues		1,044,744	227,153	868,487	(176,257)	-16.87%
3. Other State Revenues						
Charter Schools Categorical Block Grant	N/A thru 14/15	-	-	-	-	-
Special Education - State	StateRevSE	510,140	-	532,748	22,608	4.43%
All Other State Revenues	StateRevAO	1,539,465	158,299	1,546,233	6,768	0.44%
Total, Other State Revenues		2,049,605	158,299	2,078,981	29,376	1.43%
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	9,336,076	6,938,535	9,025,821	(310,255)	-3.32%
Total, Local Revenues		9,336,076	6,938,535	9,025,821	(310,255)	-3.32%
5. TOTAL REVENUES		23,117,570	11,991,730	22,621,967	(495,603)	-2.14%
B EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	4,426,771	2,148,213	4,157,153	(269,618)	-6.09%
Certificated Pupil Support Salaries	1200	480,666	269,025	489,666	9,000	1.87%
Certificated Supervisors' and Administrators' Salaries	1300	1,448,301	711,692	1,327,858	(120,443)	-8.32%
Other Certificated Salaries	1900	595,585	220,936	447,407	(148,178)	-24.88%
Total, Certificated Salaries		6,951,323	3,349,866	6,422,084	(529,239)	-7.61%
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	440,167	245,456	535,761	95,594	21.72%
Non-certificated Support Salaries	2200	638,884	419,903	689,320	50,436	7.89%
Non-certificated Supervisors' and Administrators' Sal.	2300	324,519	126,612	358,365	33,846	10.43%
Clerical and Office Salaries	2400	674,809	350,964	659,964	(14,845)	-2.20%
Other Non-certificated Salaries	2900	222,776	135,781	248,837	26,061	11.70%
Total, Non-certificated Salaries		2,301,155	1,278,716	2,492,247	191,092	8.30%
3. Employee Benefits						
STRS	3101-3102	1,111,819	466,679	1,031,817	(80,002)	-7.20%
PERS	3201-3202	-	-	-	-	-
OASDI / Medicare / Alternative	3301-3302	381,109	203,225	380,810	(299)	-0.08%
Health and Welfare Benefits	3401-3402	1,496,593	711,346	1,337,772	(158,821)	-10.61%
Unemployment Insurance	3501-3502	53,324	35,689	51,299	(2,025)	-3.80%
Workers' Compensation Insurance	3601-3602	138,641	79,466	133,376	(5,265)	-3.80%
OPEB, Allocated	3701-3702	-	-	-	-	-
OPEB, Active Employees	3751-3752	-	-	-	-	-
PERS Reduction (for revenue limit funded schools)	3801-3802	-	-	-	-	-
Other Employee Benefits	3901-3902	1,668,873	773,384	1,602,752	(66,121)	-3.96%
Total, Employee Benefits		4,850,359	2,269,789	4,537,826	(312,533)	-6.44%
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	200,156	153,306	190,156	(10,000)	-5.00%
Books and Other Reference Materials	4200	4,000	-	3,000	(1,000)	-25.00%
Materials and Supplies	4300	322,202	189,424	319,875	(2,327)	-0.72%
Noncapitalized Equipment	4400	506,431	487,743	512,431	6,000	1.18%
Food	4700	508,766	246,296	434,453	(74,313)	-14.61%
Total, Books and Supplies		1,541,555	1,076,769	1,459,915	(81,640)	-5.30%
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	-	-	-	-	-
Travel and Conferences	5200	205,007	106,933	181,318	(23,689)	-11.56%
Dues and Memberships	5300	16,958	7,672	14,290	(2,668)	-15.73%
Insurance	5400	110,000	65,147	110,000	-	0.00%
Operations and Housekeeping Services	5500	903,250	523,679	996,823	93,573	10.36%
Rentals, Leases, Repairs, and Noncap. Improvements	5600	1,747,292	988,133	1,755,793	8,501	0.49%
Professional/Consulting Services and Operating Expend.	5800	4,274,771	2,339,857	4,430,771	156,000	3.65%
Communications	5900	140,900	48,104	145,900	5,000	3.55%
Total, Services and Other Operating Expenditures		7,398,178	4,079,525	7,634,895	236,717	3.20%

**CHARTER SCHOOL
INTERIM FINANCIAL REPORT - ALTERNATIVE FORM
Second 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	1st Interim Budget (X)	Actuals thru 1/31 (Y)	2nd Interim Budget (Z)	2nd Interim vs. 1st Interim 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	13,639	25,000	-	0.00%
Total, Capital Outlay		25,000	13,639	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		23,067,570	12,068,304	22,571,967	(495,603)	-2.15%
C EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)		50,000	(76,574)	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	(76,574)	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	3,551,260	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	3,551,260	3,677,834	-	0.00%

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
Second 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 6900, 7438, 9400-9499, and 9660-9669)
 Modified Accrual Basis (Applicable Capital Outlay / Debt Service objects are 6100-6170, 6200-6500, 7438, and 7439)

Description	Object Code	FY 2019-20			Totals for FY 2020-21	Totals for FY 2021-22
		Unrestricted	Restricted	Total		
A REVENUES						
1. Revenue Limit Sources						
State Aid - Current Year	8011	6,221,287	0	6,221,287	7,402,409	8,229,721
Education Protection Account State Aid - Current Year	8012	1,659,651	0	1,659,651	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	2,767,740	0	2,767,740	2,796,446	2,944,685
Other Revenue Limit Transfers	8091, 8097	0	0	0	0	0
Total, Revenue Limit Sources		10,648,678	0	10,648,678	11,602,158	12,749,539
2. Federal Revenues						
No Child Left Behind	8290	0	0	0		
Special Education - Federal	8181, 8182	0	122,640	122,640	125,233	131,928
Child Nutrition - Federal	8220	0	359,153	359,153	489,994	516,187
Other Federal Revenues	8110, 8260-8299	0	386,694	386,694	517,970	566,992
Total, Federal Revenues		0	868,487	868,487	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	532,748	532,748	543,715	572,780
All Other State Revenues	StateRevAO	205,729	1,340,504	1,546,233	1,630,085	1,708,285
Total, Other State Revenues		205,729	1,873,252	2,078,981	2,173,800	2,281,065
4. Other Local Revenues						
All Other Local Revenues	LocalRevAO	8,650,694	375,127	9,025,821	8,544,021	7,921,733
Total, Local Revenues		8,650,694	375,127	9,025,821	8,544,021	7,921,733
5. TOTAL REVENUES		19,505,101	3,116,866	22,621,967	23,453,176	24,167,444
B EXPENDITURES						
1. Certificated Salaries						
Certificated Teachers' Salaries	1100	3,535,625	621,528	4,157,153	4,682,690	4,823,171
Certificated Pupil Support Salaries	1200	489,666	0	489,666	574,975	592,224
Certificated Supervisors' and Administrators' Salaries	1300	1,327,858	0	1,327,858	1,661,283	1,711,122
Other Certificated Salaries	1900	230,251	217,156	447,407	671,307	691,446
Total, Certificated Salaries		5,583,400	838,684	6,422,084	7,590,255	7,817,963
2. Non-certificated Salaries						
Non-certificated Instructional Aides' Salaries	2100	342,292	193,469	535,761	465,409	479,371
Non-certificated Support Salaries	2200	689,320	0	689,320	643,969	663,288
Non-certificated Supervisors' and Administrators' Sal.	2300	358,365	0	358,365	207,003	213,213
Clerical and Office Salaries	2400	659,964	0	659,964	588,906	606,573
Other Non-certificated Salaries	2900	248,837	0	248,837	161,503	166,349
Total, Non-certificated Salaries		2,298,778	193,469	2,492,247	2,066,790	2,128,794

**CHARTER SCHOOL
MULTI-YEAR PROJECTION - ALTERNATIVE FORM
Second 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	FY 2019-20			Totals for FY 2020-21	Totals for FY 2021-22
		Unrestricted	Restricted	Total		
3. Employee Benefits						
STRS	3101-3102	1,031,817	0	1,031,817	1,209,802	1,246,096
PERS	3201-3202	0	0	0	0	0
QASDI / Medicare / Alternative	3301-3302	380,810	0	380,810	377,955	389,294
Health and Welfare Benefits	3401-3402	1,337,772	0	1,337,772	1,429,477	1,472,362
Unemployment Insurance	3501-3502	51,299	0	51,299	55,670	57,340
Workers' Compensation Insurance	3601-3602	133,376	0	133,376	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	1,602,752	0	1,602,752	1,717,867	1,769,403
Total, Employee Benefits		4,537,826	0	4,537,826	4,935,514	5,083,580
4. Books and Supplies						
Approved Textbooks and Core Curricula Materials	4100	190,156	0	190,156	206,161	212,346
Books and Other Reference Materials	4200	3,000	0	3,000	4,120	4,244
Materials and Supplies	4300	299,566	20,309	319,875	331,868	341,824
Noncapitalized Equipment	4400	512,431	0	512,431	521,624	537,273
Food	4700	51,524	382,929	434,453	541,466	569,881
Total, Books and Supplies		1,056,677	403,238	1,459,915	1,605,239	1,665,568
5. Services and Other Operating Expenditures						
Subagreements for Services	5100	0	0	0		
Travel and Conferences	5200	138,442	42,876	181,318	211,157	217,492
Dues and Memberships	5300	14,290	0	14,290	17,467	17,991
Insurance	5400	110,000	0	110,000	113,300	116,699
Operations and Housekeeping Services	5500	996,823	0	996,823	930,348	958,258
Rentals, Leases, Repairs, and Noncap. Improvements	5600	636,933	1,118,860	1,755,793	1,799,712	1,853,703
Professional/Consulting Services and Operating Expend.	5800	3,911,032	519,739	4,430,771	3,962,517	4,081,392
Communications	5900	145,900	0	145,900	145,127	149,481
Total, Services and Other Operating Expenditures		5,953,420	1,681,475	7,634,895	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	7438	0	0	0	0	0
Principal (for modified accrual basis only)	7439	0	0	0	0	0
Total, Other Outgo		0	0	0	0	0
8. TOTAL EXPENDITURES		19,455,101	3,116,866	22,571,967	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
Second 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	FY 2019-20			Totals for FY 2020-21	Totals for FY 2021-22
		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

Coversheet

Tax Returns

Section: IV. Action Items
Item: D. Tax Returns
Purpose: Vote
Submitted by: Hung Mai
Related Material: 2018-19 990 and 199 Tax Return.pdf

BACKGROUND:

Making Waves Academy is required to file tax returns. We will file the 2018-19 tax returns after the Board approval today. The Audit Committee has reviewed the tax returns and recommended the Board to approve it.

RECOMMENDATION:

Review and approve 2018-19 990 Federal Tax Return and 199 California Tax Return

2018 Tax Return(s)

Prepared for MAKING WAVES ACADEMY
CLIENT CODE: 213-113620-00

Account Number 131839
Release Number 2018.05040

Prepared by CLIFTONLARSONALLEN LLP
2210 EAST ROUTE 66
GLENDDORA, CA
91740

(626) 857-7300

Processing Date: 02/11/2020
Time: 17:22:26

**Special
Instructions**

Messages

Return Information

CAUTION

- Form 990. Part XII, line 2c. If the organization has answered line 2c as "Yes" it should use Schedule O to explain if the process has changed from the prior year. Use the Schedule O worksheet with an explanation code of "23." The explanation will appear on Schedule O in the appropriate sequence. (26012)

Signed-off by gome41906 1/21/2020 10:01 AM PST

- California. Form 199, Page 2, line 16. Depreciation expense has been included on line 16 but no entries have been made on the Federal General tab, Depreciation Options and Overrides worksheet, Depreciation Options and Overrides section. It will be necessary to complete the applicable information on Depreciation Options and Overrides worksheet if Form 3885 or 3885F is desired. (23007)

Signed-off by gome41906 1/21/2020 12:14 PM PST

INFORMATIONAL

- Form 990. Page 3, Part IV, Line 11a. The question on line 11a has calculated an answer of "Yes" based on the corresponding data on line 10 of the balance sheet. If this is not correct make an entry of "N" on the corresponding field on the Form 990 worksheet, Checklist of Required Schedules. (35932)

Signed-off by gome41906 1/21/2020 10:05 AM PST

- Form 990. Page 3, Part IV, Line 11f. The question on line 11f has calculated an answer of "Yes" based on the presence of the FIN 48 statement on Schedule D, Part XIII. If this is not correct make an entry of "N" on the corresponding field on the Form 990 worksheet, Checklist of Required Schedules. (35937)

Signed-off by gome41906 1/21/2020 10:07 AM PST

- Form 990. Page 4, Part V, line 1c. An amount is present on line 1a for the total number of forms (1098, 1099, W2-G, etc.,) reported on Form 1096. The corresponding back-up withholding question on line 1c has been left blank. If back-up withholding rules applied to the organization the question on line 1c must be answered accordingly. This should be reviewed and corrected, if applicable. (36289)

Signed-off by gome41906 1/21/2020 10:07 AM PST

Return Information

- Form 990. Page 8, Part VII, line 2. The total number (6) of individuals who received more than \$100,000 in reportable compensation from the organization has been calculated from the entries on the Form 990 worksheet, List of Officers, Directors, Trustees, Key Employees, etc., section. This should be reviewed. If there were any individuals who received more than \$100,000 in reportable compensation from the organization that were not included on the Form 990 worksheet, List of Officers, Directors, Trustees, Key Employees, etc., section, this calculated number will be incorrect. An entry may be made on the Form 990 worksheet, Other Compensation Information section to override this item. (33424)

Signed-off by gome41906 1/21/2020 10:07 AM PST

- Form 8868. Form 8868 has been prepared to request an extension of time to file Form 990. Form 8868 must be filed by November 15, 2019.

If Form 8868 is NOT being filed electronically.

Mail Form 8868 to: Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201-0045

Note that specific extension filing instructions may be prepared by making the appropriate entry on the Letters and Filing Instructions worksheet, Filing Instructions and Cover Letter section, Extension filing instructions field and/or the Letters and Filing Instructions worksheet, Transmittal Letter section, Extension transmittal letter field. (30120)

Signed-off by gome41906 1/21/2020 10:10 AM PST

- Electronic Filing. Form 8868 has been prepared for Form 990 for electronic filing. The filing due date (11/15/19) for Form 8868 has passed. Note that the IRS will not accept an extension that is filed after the due date (including the 5-day perfection period, if applicable). (36358)

Signed-off by gome41906 1/21/2020 10:10 AM PST

- Electronic Filing. The following EFIN 954052 is being used to electronically file Form 990. Be sure that this EFIN is listed in the IRS database and is in accepted status for processing of Exempt Organization returns. The IRS Ogden help desk (866 255-0654) may be contacted to update this EFIN for electronic filing of Exempt Organization returns if necessary. (37015)

Signed-off by gome41906 2/11/2020 3:18 PM PST

Return Information

- . Electronic Filing. The following Name Control MAKI has been computed and is being used to electronically file Form 990 for Making Waves Academy. This Name Control is used to match the organization's Name and EIN with the IRS e-File database. If this information does not match the IRS database the return will be rejected and must be corrected before being resubmitted. The IRS help desk (800 829-4933) may be contacted to verify the information in the e-File database. If the Name Control cannot be computed correctly because the organization's name shown on Form 990 does not match the IRS database it can be overridden on the Electronic Filing worksheet, General Information section, Organization name control - override field. (37026)

Signed-off by gome41906 2/11/2020 3:18 PM PST

- . Electronic Filing Extension. Form 8868 for Form 990 has been selected for electronic filing. Since there is no balance due with the electronically filed automatic extension, Form 8879-EO is not required for signature authorization. The preparation of Form 8879-EO for Form 8868 will be suppressed. (39480)

Signed-off by gome41906 1/21/2020 10:10 AM PST

- . Electronic Filing Extension. Form 8868 for Form 990 has been selected for electronic filing. If a printed copy of the return is generated and electronic processing of the return is completed, do not mail the printed copy of the return to the IRS. (39485)

Signed-off by gome41906 2/11/2020 3:18 PM PST

- . Electronic Filing. Form 990 has been selected for electronic filing. If a printed copy of the return is generated and electronic processing of the return is completed, do not mail the printed copy of the return to the IRS. Form 8879-EO must be retained by the electronic return originator for three years. (39494)

Signed-off by gome41906 2/11/2020 3:18 PM PST

- . Form 8868 Extension Information. Form 990 is allowed one 6-month extension. The extension for Form 990 is automatic and must be requested by filing Form 8868 on or before November 15, 2019. (34477)

Signed-off by gome41906 2/11/2020 3:18 PM PST

- . California Electronic Filing. The California Form 199 return has been selected for electronic filing. If a printed copy of the California return is generated and electronic processing of the return is completed, do not mail the printed copy of return to the Franchise Tax Board. (31017)

Signed-off by gome41906 1/21/2020 10:10 AM PST

ELECTRONIC FILING STATUS REPORT

TAXING AUTHORITY	RETURN STATUS	ELECTRONIC FILING STATUS	DATE EXPORTED
FEDERAL FORM 990	QUALIFIED		10/29/2019
FEDERAL EXTENSION (FORM 990)	QUALIFIED		10/29/2019
FEDERAL 8868 (FORM 990-T)	PREV EXPORTED		
CALIFORNIA FORM 199	QUALIFIED		



213-113620-00

Field Override Report

2/11/2020

Form	Description	Amount\Text
990 Page 3	gome41906 - 01/17/20 02:53 PM	X
990 Page 3	gome41906 - 01/17/20 02:53 PM	X
990 Page 4	gome41906 - 01/28/20 02:07 PM	
990 Page 4	gome41906 - 01/17/20 02:55 PM	X
990 Page 4	gome41906 - 01/17/20 04:11 PM	
990 Page 4	gome41906 - 01/28/20 02:05 PM	X
990 Page 5	gome41906 - 01/21/20 12:05 PM	X
990 Page 5	gome41906 - 01/27/20 10:21 AM	X
990 Page 5	gome41906 - 01/27/20 10:21 AM	X
Sch J Pg 1	gome41906 - 02/06/20 04:56 PM	X
990 Page 12	gome41906 - 01/17/20 01:29 PM	X
990 Page 12	gome41906 - 01/17/20 01:27 PM	X
990 Page 12	gome41906 - 01/17/20 01:27 PM	X
990 Page 12	gome41906 - 01/17/20 04:02 PM	
990 Page 12	gome41906 - 01/17/20 04:02 PM	
990 Page 12	gome41906 - 01/17/20 01:27 PM	
990-T Pg 2	gome41906 - 01/17/20 02:30 PM	0.00
990-T Pg 2	gome41906 - 02/11/20 02:50 PM	0.00
199 Pg 1	gome41906 - 01/28/20 02:02 PM	X
199 Pg 1	gome41906 - 01/28/20 02:02 PM	X
199 Pg 1	gome41906 - 01/27/20 12:41 PM	
199 Pg 2	gome41906 - 01/21/20 11:29 AM	23,379.00
199 Pg 2	gome41906 - 01/21/20 10:03 AM	3,627,834.00

DRAFT

213-113620-00

Input Override Report

2/11/2020

Worksheet: Form 990 Return of Organization Exempt from Income Tax

Section: Prior Year Revenue

Total revenue - O/R.....19,366,990

Section: Prior Year Expenses

Total expenses - O/R.....19,282,862

Revenue less expenses - O/R.....84,128

Section: Statement of Functional Expenses

Officer comp - program service.....335,338

Officer comp - mgmt & general.....37,259

Depreciation - prog services.....23,379

Worksheet: CA Balance Sheet Overrides

Section: Liabilities and Net Worth Overrides

Begin retained earnings - O/R.....3,092,355

DRAFT

DEBR40713 - 05/02/19 08:32AM WORKSHEET ESTIMATE PREPARATION

11,282.00
11,282.00
<u>22,564.00</u>

DEBR40713 - 10/07/18 01:19PM WORKSHEET FORM 990

TOTAL BENEFITS	50,165.00
STRS (PENSION)	-32,929.00
	<u>17,236.00</u>

DEBR40713 - 10/07/18 01:31PM WORKSHEET FORM 990

TOTAL	2,411,050.00
FOOD	-419,045.00
PSYCHOLOGICAL	-466,074.00
SP ED	-815,187.00
	<u>710,744.00</u>

DRAFT

2018 Return Summary

MAKING WAVES ACADEMY 20-8967421

FORM 990:

TOTAL REVENUE	23,532,549.
TOTAL EXPENSES	22,997,070.
EXCESS <DEFICIT>	535,479.
BEGINNING NET ASSETS	3,092,355.
CHANGES IN NET ASSETS	0.
ENDING NET ASSETS	3,627,834.

BALANCE SHEET ANALYSIS

ENDING TOTAL ASSETS	4,863,829.
ENDING TOTAL LIABILITIES	1,235,995.
ENDING TOTAL NET ASSETS OR FUND BALANCES	3,627,834.
ENDING TOTAL ASSETS MINUS LIABILITIES AND NET ASSETS	0.
ENDING NET ASSETS DIFFERENCE BETWEEN PAGE 1 AND PAGE 11	0.

CALIFORNIA FORM 199:

GROSS RECEIPTS	23,532,549.
TOTAL EXPENSES	22,997,070.
EXCESS	535,479.
BEGINNING NET ASSETS	3,092,355.
CHANGES IN NET ASSETS	0.
ENDING NET ASSETS (1)	3,627,834.
FILING FEES	0.
TOTAL TAX	0.

BALANCE SHEET ANALYSIS

ENDING TOTAL ASSETS	4,863,829.
ENDING TOTAL LIABILITIES	1,235,995.
ENDING TOTAL NET ASSETS OR FUND BALANCES (2)	3,627,834.
ENDING TOTAL ASSETS MINUS LIABILITIES AND NET ASSETS	0.
ENDING NET ASSETS DIFFERENCE BETWEEN ITEMS (1) AND (2)	0.

2018 Return Summary

MAKING WAVES ACADEMY

20-8967421

	FEDERAL	990 EXTN
FORM NAME	990	8868
E-FILE REQUESTED	YES	YES
DUE DATE	11/15/19	11/15/19
EXTENDED DUE DATE	05/15/20	05/15/20
DIRECT DEPOSIT	N/A	N/A
ELECTRONIC WITHDRAWAL	N/A	N/A
DATE CALCULATED	02/11/20	02/11/20
TIME CALCULATED	17:21:51	17:21:51
RELEASE VERSION	2018.05040	2018.05040
DATE EXPORTED		10/29/19
TIME EXPORTED		12:22:03
EXPORT VERSION		2018.05040

DRAFT

STATE EXTENSION INFORMATION IS NOT INCLUDED

2018 Return Summary

MAKING WAVES ACADEMY

20-8967421

CALIFORNIA

FORM NAME	FORM 199
E-FILE REQUESTED	YES
DUE DATE	11/15/19
EXTENDED DUE DATE	05/15/20
DIRECT DEPOSIT	N/A
ELECTRONIC WITHDRAWAL	N/A
DATE CALCULATED	02/11/20
TIME CALCULATED	17:21:51
RELEASE VERSION	2018.05040
DATE EXPORTED	
TIME EXPORTED	
EXPORT VERSION	

STATE EXTENSION INFORMATION IS NOT INCLUDED



CLA (CliftonLarsonAllen LLP)
CLAconnect.com

Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806

Making Waves Academy:

Enclosed is the organization's 2018 Exempt Organization return. The state Exempt Organization return is also enclosed. These should be signed, dated, and mailed, as indicated.

Specific filing instructions are as follows.

FORM 990 RETURN:

This return has qualified for electronic filing. After you have reviewed the return for completeness and accuracy, please sign, date and return Form 8879-EO to our office. We will transmit the return electronically to the IRS and no further action is required. Please return Form 8879-EO to us as soon as possible, but no later than by May 15, 2020 the filing deadline.

CALIFORNIA FORM 199 RETURN:

The California Form 199 return has qualified for electronic filing. After you have reviewed your return for completeness and accuracy, please sign, date and return Form 8453-EO to our office. We will then transmit your return to the FTB. Do not mail the paper copy of the return to the FTB.

No payment is required.

When mailing is necessary, we recommend that you use certified mail with postmarked receipts for proof of timely filing.

Be sure to review the returns prior to signing as you have final responsibility for all information included in the returns. If there is anything on the return you do not understand, we would be glad to answer your questions.

Copies of each return are provided and should be retained for your files. Based on IRS guidance, we generally recommend that you keep supporting documentation for a minimum of seven years; and that you keep copies of the tax returns, and records that support basis for items in the tax return, indefinitely.

We value our relationship with you and thank you for your trust and confidence in allowing us to serve you. If you have any questions regarding the returns or other services that we can assist you with, please do not hesitate to contact us. Some of our best clients come through referrals from existing clients. If you know of anyone who could benefit from our assistance, we would be pleased to speak to him or her.

Sincerely,

CliftonLarsonAllen LLP

***** THIS IS NOT A FILEABLE COPY *****

IRS e-file Signature Authorization for an Exempt Organization

OMB No. 1545-1878

Form 8879-EO

For calendar year 2018, or fiscal year beginning JUL 1, 2018, and ending JUN 30, 2019

2018

Department of the Treasury Internal Revenue Service

Do not send to the IRS. Keep for your records. Go to www.irs.gov/Form8879EO for the latest information.

Name of exempt organization

Employer identification number

MAKING WAVES ACADEMY

20-8967421

Name and title of officer

ALTON B. NELSON, JR.

CEO

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than one line in Part I.

Table with 5 rows (1a-5a) and 2 columns (b Total revenue, b Total tax, b Tax based on investment income, b Balance Due). Row 1b contains value 23,532,549.

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2018 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

[X] I authorize CLIFTONLARSONALLEN LLP to enter my PIN 94806. ERO firm name. Enter five numbers, but do not enter all zeros

as my signature on the organization's tax year 2018 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[] As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2018 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ***** THIS IS NOT A FILEABLE COPY *** Date

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

9540525902 Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2018 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature Date 02/11/20

ERO Must Retain This Form - See Instructions Do Not Submit This Form to the IRS Unless Requested To Do So

LHA For Paperwork Reduction Act Notice, see instructions.

Form 8879-EO (2018)

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.
▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018
Open to Public Inspection

A For the 2018 calendar year, or tax year beginning **JUL 1, 2018** and ending **JUN 30, 2019**

B Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Final return/terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	C Name of organization MAKING WAVES ACADEMY Doing business as Number and street (or P.O. box if mail is not delivered to street address) Room/suite 4123 LAKESIDE DRIVE City or town, state or province, country, and ZIP or foreign postal code RICHMOND, CA 94806	D Employer identification number 20-8967421 E Telephone number 510-262-1511
F Name and address of principal officer: ALTON B. NELSON, JR. SAME AS C ABOVE		G Gross receipts \$ 23,532,549. H(a) Is this a group return for subordinates? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No H(b) Are all subordinates included? <input type="checkbox"/> Yes <input type="checkbox"/> No If "No," attach a list. (see instructions) H(c) Group exemption number ▶
I Tax-exempt status: <input checked="" type="checkbox"/> 501(c)(3) <input type="checkbox"/> 501(c) () ◀ (insert no.) <input type="checkbox"/> 4947(a)(1) or <input type="checkbox"/> 527		
J Website: ▶ WWW.MAKINGWAVESACADEMY.ORG		
K Form of organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Association <input type="checkbox"/> Other ▶		L Year of formation: 2007 M State of legal domicile: CA

Part I Summary

	1	Briefly describe the organization's mission or most significant activities: MAKING WAVES COMMITS RIGOROUSLY AND HOLISTICALLY PREPARING STUDENTS TO GAIN ACCEPTANCE TO AND		
	2	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
Activities & Governance	3	Number of voting members of the governing body (Part VI, line 1a)	3	8
	4	Number of independent voting members of the governing body (Part VI, line 1b)	4	8
	5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	178
	6	Total number of volunteers (estimate if necessary)	6	200
	7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
	7b	Net unrelated business taxable income from Form 990-T, line 38	7b	0.
	Revenue	8	Contributions and grants (Part VIII, line 1h)	Prior Year
9		Program service revenue (Part VIII, line 2g)	18,791,986.	23,532,549.
10		Investment income (Part VIII, column (A), lines 3, 4, and 7d)	0.	0.
11		Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	575,004.	0.
12		Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	19,366,990.	23,532,549.
Expenses		13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)	0.
	14	Benefits paid to or for members (Part IX, column (A), line 4)	0.	0.
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	11,627,090.	14,950,247.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)	0.	0.
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0.		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	7,655,772.	8,046,823.
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	19,282,862.	22,997,070.
	19	Revenue less expenses. Subtract line 18 from line 12	84,128.	535,479.
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	Beginning of Current Year	End of Year
	21	Total liabilities (Part X, line 26)	4,129,011.	4,863,829.
	22	Net assets or fund balances. Subtract line 21 from line 20	1,036,656.	1,235,995.
			3,092,355.	3,627,834.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer ALTON B. NELSON, JR., CEO Type or print name and title	Date
Paid Preparer Use Only	Print/Type preparer's name WADE MCMULLEN	Preparer's signature WADE MCMULLEN
	Date 02/11/20	Check <input type="checkbox"/> if self-employed PTIN P00541671
	Firm's name ▶ CLIFTONLARSONALLEN LLP	Firm's EIN ▶ 41-0746749
	Firm's address ▶ 2210 EAST ROUTE 66 GLENDORA, CA 91740	Phone no. (626) 857-7300

May the IRS discuss this return with the preparer shown above? (see instructions) Yes No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III []

1 Briefly describe the organization's 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.

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? [] Yes [X] No
If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? [] Yes [X] No
If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 20,807,679. including grants of \$) (Revenue \$)
MAKING WAVES ACADEMY WILL ENSURE THAT OUR YOUTH ACQUIRE THE SKILLS NECESSARY TO GAIN ACCEPTANCE TO AND GRADUATE FROM COLLEGE. MAKING WAVES ACADEMY SERVED OVER 1,000 CHILDREN IN THE FY 18/19.

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services (Describe in Schedule O.)
(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 20,807,679.

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A</i>	1 X	
2 Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> ?	2 X	
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I</i>	3	X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II</i>	4	X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III</i>	5	X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I</i>	6	X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II</i>	7	X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III</i>	8	X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV</i>	9	X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? <i>If "Yes," complete Schedule D, Part V</i>	10	X
11 If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI</i>	11a X	
b Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII</i>	11b	X
c Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII</i>	11c	X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX</i>	11d	X
e Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X</i>	11e	X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X</i>	11f X	
12a Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII</i>	12a X	
b Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional</i>	12b X	
13 Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E</i>	13 X	
14a Did the organization maintain an office, employees, or agents outside of the United States?	14a	X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV</i>	14b	X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV</i>	15	X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV</i>	16	X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I</i>	17	X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II</i>	18	X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III</i>	19	X
20a Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H</i>	20a	X
b If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b	
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II</i>	21	X

Part IV Checklist of Required Schedules (continued)

	Yes	No
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
23 Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>	X	
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
24b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
24c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
24d Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
25b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? <i>If "Yes," complete Schedule L, Part II</i>		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
28a A current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		X
28b A family member of a current or former officer, director, trustee, or key employee? <i>If "Yes," complete Schedule L, Part IV</i>		X
28c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? <i>If "Yes," complete Schedule L, Part IV</i>		X
29 Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
34 Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	X	
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
35b If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
38 Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? Note. All Form 990 filers are required to complete Schedule O	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
1a Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
1b Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1c Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		

Part V **Statements Regarding Other IRS Filings and Tax Compliance** (continued)

		Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
	2a 178		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions)	<input checked="" type="checkbox"/>	
3a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		<input checked="" type="checkbox"/>
b	If "Yes," has it filed a Form 990-T for this year? If "No" to line 3b, provide an explanation in Schedule O		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		<input checked="" type="checkbox"/>
b	If "Yes," enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).		
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		<input checked="" type="checkbox"/>
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		<input checked="" type="checkbox"/>
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		
6a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		<input checked="" type="checkbox"/>
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(c).		
a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		<input checked="" type="checkbox"/>
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		<input checked="" type="checkbox"/>
d	If "Yes," indicate the number of Forms 8282 filed during the year		
	7d		
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		<input checked="" type="checkbox"/>
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		<input checked="" type="checkbox"/>
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
a	Did the sponsoring organization make any taxable distributions under section 4966?		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on Part VIII, line 12	10a	
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b	
11	Section 501(c)(12) organizations. Enter:		
a	Gross income from members or shareholders	11a	
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b	
12a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?	12a	
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b	
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
a	Is the organization licensed to issue qualified health plans in more than one state? Note. See the instructions for additional information the organization must report on Schedule O.	13a	
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b	
c	Enter the amount of reserves on hand	13c	
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a	<input checked="" type="checkbox"/>
b	If "Yes," has it filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	14b	
15	Is the organization subject to the section 4960 tax on payment(s) of more than \$1,000,000 in remuneration or excess parachute payment(s) during the year? If "Yes," see instructions and file Form 4720, Schedule N.	15	<input checked="" type="checkbox"/>
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If "Yes," complete Form 4720, Schedule O.	16	<input checked="" type="checkbox"/>

Part VI Governance, Management, and Disclosure For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI

Section A. Governing Body and Management

		1a	1b	8	Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year			8		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.					
b	Enter the number of voting members included in line 1a, above, who are independent			8		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?			2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?			3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?			4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?			5		X
6	Did the organization have members or stockholders?			6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?			7a	X	
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?			7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:					
a	The governing body?			8a	X	
b	Each committee with authority to act on behalf of the governing body?			8b		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses in Schedule O			9		X

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
10a	Did the organization have local chapters, branches, or affiliates?		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.		
12a	Did the organization have a written conflict of interest policy? If "No," go to line 13	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done	X	
13	Did the organization have a written whistleblower policy?		X
14	Did the organization have a written document retention and destruction policy?	X	
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
a	The organization's CEO, Executive Director, or top management official	X	
b	Other officers or key employees of the organization	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?		

Section C. Disclosure

- 17** List the states with which a copy of this Form 990 is required to be filed **CA**
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.
 Own website Another's website Upon request Other (explain in Schedule O)
- 19** Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records **ALTON B. NELSON JR. - 510-262-1511**
4123 LAKESIDE DRIVE, RICHMOND, CA 94806

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
 - List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
 - List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
 - List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
 - List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.
- List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) ALICA KLEIN PRESIDENT	1.00	X		X				0.	0.	0.
(2) CHAD EATINGER DIRECTOR	1.00	X						0.	0.	0.
(3) BURAK GURSEL DIRECTOR	1.00	X						0.	0.	0.
(4) ESTHER HUGO DIRECTOR	1.00	X						0.	0.	0.
(5) DARYLE MORGAN DIRECTOR	1.00	X						0.	0.	0.
(6) MARICELA NAVARRO DIRECTOR	1.00	X						0.	0.	0.
(7) JESSICA LAUGHLIN DIRECTOR	1.00	X						0.	0.	0.
(8) MARGARET WATSON DIRECTOR	1.00	X						0.	0.	0.
(9) ALTON B. NELSON, JR. CEO	50.00			X				282,421.	0.	60,588.
(10) LIBBY COLE CHIEF OPERATING OFFICER	50.00					X		190,064.	0.	19,268.
(11) EVANGELIA WARD-JACKSON MIDDLE SCHOOL DIRECTOR	50.00					X		167,427.	0.	38,386.
(12) CHRISTINE GODFREY MANAGING DIRECTOR OF HR	50.00					X		163,923.	0.	13,175.
(13) KIMBERLY CARR UPPER SCHOOL DIRECTOR	50.00					X		151,888.	0.	35,980.
(14) LISA DODSON MANAGING DIRECTOR OF TALENT	50.00					X		128,994.	0.	13,698.

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
1b Sub-total							1,084,717.	0.	181,095.	
c Total from continuation sheets to Part VII, Section A							0.	0.	0.	
d Total (add lines 1b and 1c)							1,084,717.	0.	181,095.	

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization **6**

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If "Yes," complete Schedule J for such individual		X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If "Yes," complete Schedule J for such individual	X	
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If "Yes," complete Schedule J for such person		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT 1108 BISSELL AVE., RICHMOND, CA 94801	SPECIAL ED	917,267.
FRUGE PSYCHOLOGICAL ASSOC INC 1300 CLAY ST. SUITE 600, OAKLAND, CA 94612	PSYCHOLOGIST	505,000.
NOB HILL CATERING INC. 601 TAYLOR WAY, SAN CARLOS, CA 94070	STUDENT FOOD SERVICE	424,050.
PACHECO'S CLEANING SERVICE 2025 DOVER AVE., SAN PABLO, CA 94806	JANITORIAL	310,375.
RTF EDU ENTERPRISES, INC. 520 THIRD ST. SUITE 109, OAKLAND, CA 94607	INTERVENTION	209,346.

2 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization **5**

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

			(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512 - 514
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1a				
	b Membership dues	1b				
	c Fundraising events	1c				
	d Related organizations	1d				
	e Government grants (contributions)	1e	12,247,374.			
	f All other contributions, gifts, grants, and similar amounts not included above	1f	11,285,175.			
	g Noncash contributions included in lines 1a-1f: \$					
	h Total. Add lines 1a-1f		23,532,549.			
Program Service Revenue	2 a _____	Business Code				
	b _____					
	c _____					
	d _____					
	e _____					
	f All other program service revenue					
	g Total. Add lines 2a-2f					
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts)					
	4 Income from investment of tax-exempt bond proceeds					
	5 Royalties					
	6 a Gross rents	(i) Real	(ii) Personal			
	b Less: rental expenses					
	c Rental income or (loss)					
	d Net rental income or (loss)					
	7 a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other			
	b Less: cost or other basis and sales expenses					
	c Gain or (loss)					
	d Net gain or (loss)					
	8 a Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18	a				
	b Less: direct expenses	b				
	c Net income or (loss) from fundraising events					
	9 a Gross income from gaming activities. See Part IV, line 19	a				
b Less: direct expenses	b					
c Net income or (loss) from gaming activities						
10 a Gross sales of inventory, less returns and allowances	a					
b Less: cost of goods sold	b					
c Net income or (loss) from sales of inventory						
Miscellaneous Revenue		Business Code				
11 a _____						
b _____						
c _____						
d All other revenue						
e Total. Add lines 11a-11d						
12 Total revenue. See instructions			23,532,549.	0.	0.	0.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX X

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 ...				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	372,597.	335,338.	37,259.	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	11,475,794.	10,328,214.	1,147,580.	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)	910,618.	819,556.	91,062.	
9 Other employee benefits	1,689,127.	1,520,214.	168,913.	
10 Payroll taxes	502,111.	451,900.	50,211.	
11 Fees for services (non-employees):				
a Management	133,845.	120,461.	13,384.	
b Legal	115,627.	104,064.	11,563.	
c Accounting	11,600.	10,440.	1,160.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Sch. O.)	3,240,546.	2,916,491.	324,055.	
12 Advertising and promotion	10,414.		10,414.	
13 Office expenses	418,435.	376,592.	41,843.	
14 Information technology	404,192.	363,773.	40,419.	
15 Royalties				
16 Occupancy	2,094,395.	1,884,956.	209,439.	
17 Travel	96,636.	86,972.	9,664.	
18 Payments of travel or entertainment expenses for any federal, state, or local public officials ...				
19 Conferences, conventions, and meetings	164,472.	148,025.	16,447.	
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	23,379.	23,379.		
23 Insurance	100,239.	90,215.	10,024.	
24 Other expenses. Itemize expenses not covered above. (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a <u>STUDENT TRANSPORTATION</u>	564,657.	564,657.		
b <u>INSTRUCTIONAL MATERIALS</u>	378,897.	378,897.		
c _____				
d _____				
e All other expenses	289,489.	283,535.	5,954.	
25 Total functional expenses. Add lines 1 through 24e	22,997,070.	20,807,679.	2,189,391.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation.				

Check here if following SOP 98-2 (ASC 958-720)

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
Assets	1 Cash - non-interest-bearing	792,317.	1	2,580,954.
	2 Savings and temporary cash investments		2	
	3 Pledges and grants receivable, net		3	
	4 Accounts receivable, net	2,744,973.	4	1,692,358.
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L		5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instr). Complete Part II of Sch L		6	
	7 Notes and loans receivable, net		7	
	8 Inventories for sale or use		8	
	9 Prepaid expenses and deferred charges	222,376.	9	244,551.
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 567,972.		
	b Less: accumulated depreciation	10b 222,006.	369,345.	10c 345,966.
	11 Investments - publicly traded securities		11	
	12 Investments - other securities. See Part IV, line 11		12	
	13 Investments - program-related. See Part IV, line 11		13	
	14 Intangible assets		14	
	15 Other assets. See Part IV, line 11		15	
16 Total assets. Add lines 1 through 15 (must equal line 34)	4,129,011.	16	4,863,829.	
Liabilities	17 Accounts payable and accrued expenses	1,036,656.	17	1,235,995.
	18 Grants payable		18	
	19 Deferred revenue		19	
	20 Tax-exempt bond liabilities		20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L		22	
	23 Secured mortgages and notes payable to unrelated third parties		23	
	24 Unsecured notes and loans payable to unrelated third parties		24	
	25 Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		25	
	26 Total liabilities. Add lines 17 through 25	1,036,656.	26	1,235,995.
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.			
	27 Unrestricted net assets	3,073,525.	27	3,627,834.
	28 Temporarily restricted net assets	18,830.	28	0.
	29 Permanently restricted net assets		29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 30 through 34.			
	30 Capital stock or trust principal, or current funds		30	
	31 Paid-in or capital surplus, or land, building, or equipment fund		31	
	32 Retained earnings, endowment, accumulated income, or other funds		32	
33 Total net assets or fund balances	3,092,355.	33	3,627,834.	
34 Total liabilities and net assets/fund balances	4,129,011.	34	4,863,829.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	23,532,549.
2	Total expenses (must equal Part IX, column (A), line 25)	2	22,997,070.
3	Revenue less expenses. Subtract line 2 from line 1	3	535,479.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	3,092,355.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	3,627,834.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

- 1** Accounting method used to prepare the Form 990: Cash Accrual Other _____
If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.
- 2a** Were the organization's financial statements compiled or reviewed by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- b** Were the organization's financial statements audited by an independent accountant?
If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:
 Separate basis Consolidated basis Both consolidated and separate basis
- c** If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.
- 3a** As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?
- b** If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits

	Yes	No
2a		X
2b	X	
2c	X	
3a		X
3b		

Form **990** (2018)

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
▶ Attach to Form 990 or Form 990-EZ.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization MAKING WAVES ACADEMY	Employer identification number 20-8967421
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Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1 A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)
- 3 A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- 6 A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- 7 An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 8 A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- 9 An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____
- 10 An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions - subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 11 An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 12 An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
 - a **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
 - b **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
 - c **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
 - d **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
 - e Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
 - f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
7 Amounts from line 4						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 Total support. Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions)					12	
13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here						<input type="checkbox"/>

Section C. Computation of Public Support Percentage

14 Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f))	14	%
15 Public support percentage from 2017 Schedule A, Part II, line 14	15	%
16a 33 1/3% support test - 2018. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 33 1/3% support test - 2017. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
17a 10% -facts-and-circumstances test - 2018. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
b 10% -facts-and-circumstances test - 2017. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization		<input type="checkbox"/>
18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions		<input type="checkbox"/>

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)						

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here**

Section C. Computation of Public Support Percentage

15 Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f))	15	%
16 Public support percentage from 2017 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2018 (line 10c, column (f), divided by line 13, column (f))	17	%
18 Investment income percentage from 2017 Schedule A, Part III, line 17	18	%

19a 33 1/3% support tests - 2018. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

b 33 1/3% support tests - 2017. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization

20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
b Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
c Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
b Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons?		
a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
b A family member of a person described in (a) above?		
c A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI.</i>		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

Section E. Type III Functionally Integrated Supporting Organizations

1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).		
a <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
b <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
c <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
2 Activities Test. Answer (a) and (b) below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI.) **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6, and 7 from line 4)	8	

Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions)	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	

Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).		

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions	Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in Part VI). See instructions.	
7 Total annual distributions. Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9 Distributable amount for 2018 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E - Distribution Allocations (see instructions)	(i) Excess Distributions	(ii) Underdistributions Pre-2018	(iii) Distributable Amount for 2018
1 Distributable amount for 2018 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2018 (reasonable cause required- explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2018			
a From 2013			
b From 2014			
c From 2015			
d From 2016			
e From 2017			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2018 distributable amount			
i Carryover from 2013 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2018 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2018 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI . See instructions.			
6 Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI . See instructions.			
7 Excess distributions carryover to 2019. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2014			
b Excess from 2015			
c Excess from 2016			
d Excess from 2017			
e Excess from 2018			

Schedule A (Form 990 or 990-EZ) 2018

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

DRAFT

Schedule B

(Form 990, 990-EZ, or 990-PF)

Department of the Treasury
Internal Revenue Service

Schedule of Contributors

- ▶ Attach to Form 990, Form 990-EZ, or Form 990-PF.
- ▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2018

Name of the organization

MAKING WAVES ACADEMY

Employer identification number

20-8967421

Organization type (check one):

Filers of:

Section:

Form 990 or 990-EZ

501(c)(3) (enter number) organization

4947(a)(1) nonexempt charitable trust **not** treated as a private foundation

527 political organization

Form 990-PF

501(c)(3) exempt private foundation

4947(a)(1) nonexempt charitable trust treated as a private foundation

501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule**.

Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling \$5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33 1/3% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990 or 990-EZ), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of **(1)** \$5,000; or **(2)** 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than \$1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than \$1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling \$5,000 or more during the year ▶ \$ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990, 990-EZ, or 990-PF), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

LHA For Paperwork Reduction Act Notice, see the instructions for Form 990, 990-EZ, or 990-PF.

Schedule B (Form 990, 990-EZ, or 990-PF) (2018)

Name of organization MAKING WAVES ACADEMY	Employer identification number 20-8967421
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Part I Contributors (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	FULLERTON FAMILY FOUNDATION 4123 LAKESIDE DRIVE RICHMOND, CA 94806	\$ 1,000,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
2	PETER & SUZANNAH SCULLY 4123 LAKESIDE DRIVE RICHMOND, CA 94806	\$ 97,218.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
3	MARIN COMMUNITY FOUNDATION 4123 LAKESIDE DRIVE RICHMOND, CA 94806	\$ 25,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
4	SCULLY 1994 FAMILY TRUST NO. 2 4123 LAKESIDE DRIVE RICHMOND, CA 94806	\$ 2,600,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
5	SCULLY MEMORIAL FOUNDATION 4123 LAKESIDE DRIVE RICHMOND, CA 94806	\$ 7,550,000.	Person <input checked="" type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)
_____	_____	\$ _____	Person <input type="checkbox"/> Payroll <input type="checkbox"/> Noncash <input type="checkbox"/> (Complete Part II for noncash contributions.)

Name of organization MAKING WAVES ACADEMY	Employer identification number 20-8967421
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Part II Noncash Property (see instructions). Use duplicate copies of Part II if additional space is needed.

(a) No. from Part I	(b) Description of noncash property given	(c) FMV (or estimate) (See instructions.)	(d) Date received
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____
		\$ _____	_____

Name of organization MAKING WAVES ACADEMY	Employer identification number 20-8967421
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Part III Exclusively religious, charitable, etc., contributions to organizations described in section 501(c)(7), (8), or (10) that total more than \$1,000 for the year from any one contributor. Complete columns (a) through (e) and the following line entry. For organizations completing Part III, enter the total of exclusively religious, charitable, etc., contributions of \$1,000 or less for the year. (Enter this info. once.) ▶ \$ _____
Use duplicate copies of Part III if additional space is needed.

(a) No. from Part I	(b) Purpose of gift	(c) Use of gift	(d) Description of how gift is held
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	
(e) Transfer of gift			
Transferee's name, address, and ZIP + 4		Relationship of transferor to transferee	

SCHEDULE D
(Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.**
▶ **Attach to Form 990.**

▶ **Go to www.irs.gov/Form990 for instructions and the latest information.**

OMB No. 1545-0047

2018
Open to Public Inspection

Name of the organization **MAKING WAVES ACADEMY** Employer identification number **20-8967421**

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts. Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		
5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control?		<input type="checkbox"/> Yes <input type="checkbox"/> No
6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Part II Conservation Easements. Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
 Preservation of land for public use (e.g., recreation or education) Preservation of a historically important land area
 Protection of natural habitat Preservation of a certified historic structure
 Preservation of open space

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

	Held at the End of the Tax Year
a Total number of conservation easements	2a
b Total acreage restricted by conservation easements	2b
c Number of conservation easements on a certified historic structure included in (a)	2c
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶ _____

4 Number of states where property subject to conservation easement is located ▶ _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds?

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ \$ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)?

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets. Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1

(ii) Assets included in Form 990, Part X

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1

b Assets included in Form 990, Part X

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990. Schedule D (Form 990) 2018

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

- 3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):
- a Public exhibition
 - b Scholarly research
 - c Preservation for future generations
 - d Loan or exchange programs
 - e Other _____
- 4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? Yes No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? Yes No
- b If "Yes," explain the arrangement in Part XIII and complete the following table:
- | | Amount |
|---------------------------------|--------|
| c Beginning balance | 1c |
| d Additions during the year | 1d |
| e Distributions during the year | 1e |
| f Ending balance | 1f |
- 2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? Yes No
- b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

Part V Endowment Funds. Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

- 2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:
- a Board designated or quasi-endowment _____ %
 - b Permanent endowment _____ %
 - c Temporarily restricted endowment _____ %
- The percentages on lines 2a, 2b, and 2c should equal 100%.
- 3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:
- | | Yes | No |
|--|--------|----|
| (i) unrelated organizations | 3a(i) | |
| (ii) related organizations | 3a(ii) | |
| b If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R? | 3b | |
- 4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		435,813.	93,516.	342,297.
d Equipment		132,159.	128,490.	3,669.
e Other				
Total. Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				345,966.

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 12.) ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. (Col. (b) must equal Form 990, Part X, col. (B) line 13.) ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 15.) ▶	

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. (Column (b) must equal Form 990, Part X, col. (B) line 25.) ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	23,621,988.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b	89,439.	
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	89,439.
3	Subtract line 2e from line 1		3	23,532,549.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	0.
5	Total revenue. Add lines 3 and 4c . (This must equal Form 990, Part I, line 12.)		5	23,532,549.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	23,086,509.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a	89,439.	
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	89,439.
3	Subtract line 2e from line 1		3	22,997,070.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	0.
5	Total expenses. Add lines 3 and 4c . (This must equal Form 990, Part I, line 18.)		5	22,997,070.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

PART X, LINE 2:

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.

Part XIII Supplemental Information *(continued)*

DRAFT

SCHEDULE E
(Form 990 or 990-EZ)

Schools

OMB No. 1545-0047

2018

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

▶ **Complete if the organization answered "Yes" on Form 990, Part IV, line 13, or Form 990-EZ, Part VI, line 48.**

▶ **Attach to Form 990 or Form 990-EZ.**

▶ **Go to www.irs.gov/Form990 for the latest information.**

Name of the organization

MAKING WAVES ACADEMY

Employer identification number

20-8967421

Part I

- 1 Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?
 - 2 Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?
 - 3 Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves? If "Yes," please describe. If "No," please explain. If you need more space, use Part II
- NONDISCRIMINATORY POLICY INCLUDED IN ALL ADVERTISEMENTS & ENROLLMENT MATERIALS.**
- 4 Does the organization maintain the following?
 - a Records indicating the racial composition of the student body, faculty, and administrative staff?
 - b Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?
 - c Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?
 - d Copies of all material used by the organization or on its behalf to solicit contributions?
 If you answered "No" to any of the above, please explain. If you need more space, use Part II.
 - 5 Does the organization discriminate by race in any way with respect to:
 - a Students' rights or privileges?
 - b Admissions policies?
 - c Employment of faculty or administrative staff?
 - d Scholarships or other financial assistance?
 - e Educational policies?
 - f Use of facilities?
 - g Athletic programs?
 - h Other extracurricular activities?
 If you answered "Yes" to any of the above, please explain. If you need more space, use Part II.
 - 6a Does the organization receive any financial aid or assistance from a governmental agency?
 - 6b Has the organization's right to such aid ever been revoked or suspended?
- If you answered "Yes" on either line 6a or line 6b, explain on Part II.
- 7 Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," explain on Part II

	YES	NO
1	X	
2	X	
3	X	
4a	X	
4b	X	
4c	X	
4d	X	
5a		X
5b		X
5c		X
5d		X
5e		X
5f		X
5g		X
5h		X
6a	X	
6b		X
7	X	

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or Form 990-EZ.

Schedule E (Form 990 or 990-EZ) 2018

Part II Supplemental Information. Provide the explanations required by Part I, lines 3, 4d, 5h, 6b, and 7, as applicable.

Also provide any other additional information.

LINE 6 - EXPLANATION OF GOVERNMENT FINANCIAL AID:

MAKING WAVES ACADEMY IS A PUBLIC CHARTER SCHOOL. THE SCHOOL RECEIVES PER PUPIL FUNDING FROM THE STATE OF CALIFORNIA.

DRAFT

**SCHEDULE J
(Form 990)**

Compensation Information

OMB No. 1545-0047

2018

Open to Public Inspection

Department of the Treasury
Internal Revenue Service

For certain Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees
 ▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 23.
 ▶ Attach to Form 990.
 ▶ Go to www.irs.gov/Form990 for instructions and the latest information.

Name of the organization: **MAKING WAVES ACADEMY**
 Employer identification number: **20-8967421**

Part I Questions Regarding Compensation

1a Check the appropriate box(es) if the organization provided any of the following to or for a person listed on Form 990, Part VII, Section A, line 1a. Complete Part III to provide any relevant information regarding these items.

- | | |
|--|--|
| <input type="checkbox"/> First-class or charter travel | <input type="checkbox"/> Housing allowance or residence for personal use |
| <input type="checkbox"/> Travel for companions | <input type="checkbox"/> Payments for business use of personal residence |
| <input type="checkbox"/> Tax indemnification and gross-up payments | <input type="checkbox"/> Health or social club dues or initiation fees |
| <input type="checkbox"/> Discretionary spending account | <input type="checkbox"/> Personal services (such as maid, chauffeur, chef) |

b If any of the boxes on line 1a are checked, did the organization follow a written policy regarding payment or reimbursement or provision of all of the expenses described above? If "No," complete Part III to explain

2 Did the organization require substantiation prior to reimbursing or allowing expenses incurred by all directors, trustees, and officers, including the CEO/Executive Director, regarding the items checked on line 1a?

3 Indicate which, if any, of the following the filing organization used to establish the compensation of the organization's CEO/Executive Director. Check all that apply. Do not check any boxes for methods used by a related organization to establish compensation of the CEO/Executive Director, but explain in Part III.

- | | |
|--|---|
| <input type="checkbox"/> Compensation committee | <input type="checkbox"/> Written employment contract |
| <input type="checkbox"/> Independent compensation consultant | <input checked="" type="checkbox"/> Compensation survey or study |
| <input type="checkbox"/> Form 990 of other organizations | <input checked="" type="checkbox"/> Approval by the board or compensation committee |

4 During the year, did any person listed on Form 990, Part VII, Section A, line 1a, with respect to the filing organization or a related organization:

- a** Receive a severance payment or change-of-control payment?
- b** Participate in, or receive payment from, a supplemental nonqualified retirement plan?
- c** Participate in, or receive payment from, an equity-based compensation arrangement?
- If "Yes" to any of lines 4a-c, list the persons and provide the applicable amounts for each item in Part III.

Only section 501(c)(3), 501(c)(4), and 501(c)(29) organizations must complete lines 5-9.

5 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the revenues of:

- a** The organization?
- b** Any related organization?
- If "Yes" on line 5a or 5b, describe in Part III.

6 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization pay or accrue any compensation contingent on the net earnings of:

- a** The organization?
- b** Any related organization?
- If "Yes" on line 6a or 6b, describe in Part III.

7 For persons listed on Form 990, Part VII, Section A, line 1a, did the organization provide any nonfixed payments not described on lines 5 and 6? If "Yes," describe in Part III

8 Were any amounts reported on Form 990, Part VII, paid or accrued pursuant to a contract that was subject to the initial contract exception described in Regulations section 53.4958-4(a)(3)? If "Yes," describe in Part III

9 If "Yes" on line 8, did the organization also follow the rebuttable presumption procedure described in Regulations section 53.4958-6(c)?

	Yes	No
1b		
2		
4a		<input checked="" type="checkbox"/>
4b		<input checked="" type="checkbox"/>
4c		<input checked="" type="checkbox"/>
5a		<input checked="" type="checkbox"/>
5b		<input checked="" type="checkbox"/>
6a		<input checked="" type="checkbox"/>
6b		<input checked="" type="checkbox"/>
7		<input checked="" type="checkbox"/>
8		<input checked="" type="checkbox"/>
9		

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule J (Form 990) 2018

Part II Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees. Use duplicate copies if additional space is needed.
 For each individual whose compensation must be reported on Schedule J, report compensation from the organization on row (i) and from related organizations, described in the instructions, on row (ii). Do not list any individuals that aren't listed on Form 990, Part VII.

Note: The sum of columns (B)(i)-(iii) for each listed individual must equal the total amount of Form 990, Part VII, Section A, line 1a, applicable column (D) and (E) amounts for that individual.

(A) Name and Title	(B) Breakdown of W-2 and/or 1099-MISC compensation			(C) Retirement and other deferred compensation	(D) Nontaxable benefits	(E) Total of columns (B)(i)-(D)	(F) Compensation in column (B) reported as deferred on prior Form 990
	(i) Base compensation	(ii) Bonus & incentive compensation	(iii) Other reportable compensation				
(1) ALTON B. NELSON, JR. CEO	(i) 282,421. (ii) 0.	0.	0.	0.	18,734.	282,421.	0.
(2) LIBBY COLE CHIEF OPERATING OFFICER	(i) 190,064. (ii) 0.	0.	0.	6,101.	0.	190,064.	0.
(3) EVANGELIA WARD-JACKSON MIDDLE SCHOOL DIRECTOR	(i) 167,427. (ii) 0.	0.	0.	0.	14,593.	167,427.	0.
(4) CHRISTINE GODFREY MANAGING DIRECTOR OF HR	(i) 163,923. (ii) 0.	0.	0.	0.	9,490.	163,923.	0.
(5) KIMBERLY CARR UPPER SCHOOL DIRECTOR	(i) 151,888. (ii) 0.	0.	0.	21,986.	0.	151,888.	0.
(i)							
(ii)							
(i)							
(ii)							
(i)							
(ii)							
(i)							
(ii)							
(i)							
(ii)							
(i)							
(ii)							
(i)							
(ii)							
(i)							
(ii)							
(i)							
(ii)							

Part III Supplemental Information

Provide the information, explanation, or descriptions required for Part I, lines 1a, 1b, 3, 4a, 4b, 4c, 5a, 5b, 6a, 6b, 7, and 8, and for Part II. Also complete this part for any additional information.

DRRAFT

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to www.irs.gov/Form990 for the latest information.

OMB No. 1545-0047

2018

Open to Public
Inspection

Name of the organization

MAKING WAVES ACADEMY

Employer identification number

20-8967421

FORM 990, PART I, LINE 1, DESCRIPTION OF ORGANIZATION MISSION:

GRADUATE FROM COLLEGE TO ULTIMATELY BECOME VALUABLE CONTRIBUTORS TO THE
WORKFORCE AND THEIR COMMUNITIES.

FORM 990, PART VI, SECTION A, LINE 7A:

THE NUMBER OF DIRECTORS SHALL BE NO LESS THAN FIVE (5) AND NO MORE THAN
FIFTEEN (15), UNLESS CHANGED BY AMENDMENTS TO THESE BYLAWS. A BOARD SEAT
SHALL BE RESERVED AT ALL TIMES FOR A PARENT/GUARDIAN REPRESENTATIVE.

ADDITIONALLY, A RELATED ORGANIZATION (MAKING WAVES FOUNDATION) HAS THE
RIGHT TO NOMINATE, APPOINT, AND REMOVE BOARD MEMBERS AS THE SOLE STATUTORY
MEMBER.

FORM 990, PART VI, SECTION A, LINE 8B:

MAKING WAVES ACADEMY HAS NO COMMITTEE THAT HAS THE AUTHORITY TO ACT ON
BEHALF OF THE BOARD.

FORM 990, PART VI, SECTION B, LINE 11B:

A COPY OF THE FORM 990 IS PROVIDED TO THE BOARD OF DIRECTORS AUDIT
COMMITTEE FOR APPROVAL BEFORE FILING, AND THE FULL BOARD OF DIRECTORS
APPROVES THE FORM 990 BEFORE FILING.

FORM 990, PART VI, SECTION B, LINE 12C:

MONITORING IS PERFORMED REGULARLY BY THE OFFICERS TO IDENTIFY POTENTIAL
CONFLICTS OF INTEREST. ANY QUESTION OF A CONFLICT IS ADDRESSED WITH THE
INTERESTED PERSON, WHO IS REQUIRED TO DISCLOSE THE EXISTENCE OF ANY
FINANCIAL INTEREST AND BE AFFORDED THE OPPORTUNITY TO DISCLOSE ALL MATERIAL

LHA For Paperwork Reduction Act Notice, see the Instructions for Form 990 or 990-EZ.

Schedule O (Form 990 or 990-EZ) (2018)

Name of the organization MAKING WAVES ACADEMY	Employer identification number 20-8967421
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FACTS TO THE BOARD AND EXECUTIVE DIRECTOR. IF A CONFLICT OF INTEREST IS IDENTIFIED, THE APPROPRIATE ACTION IS TAKEN, INCLUDING LIMITATIONS TO THE INDIVIDUAL'S INFLUENCE ON RELATED BUSINESS MATTERS.

FORM 990, PART VI, SECTION B, LINE 15:
REVIEW BY EXECUTIVE COMMITTEE OF BOARD OF DIRECTORS. REVIEW OF SALARY DATA IN THE ORGANIZATION'S AREA. PROPER DOCUMENTATION REGARDING THE DISCUSSION AND DECISION OF OFFICERS' COMPENSATION IS KEPT.

FORM 990, PART VI, SECTION C, LINE 19:
THE ORGANIZATION MAKES ITS GOVERNING DOCUMENTS, CONFLICT OF INTEREST POLICY, AND FINANCIAL STATEMENTS AVAILABLE TO THE PUBLIC UPON WRITTEN REQUEST.

FORM 990, PART IX, LINE 11G, OTHER FEES:

OTHER FEES FOR SERVICES:

PROGRAM SERVICE EXPENSES	851,727.
MANAGEMENT AND GENERAL EXPENSES	324,055.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	1,175,782.

STUDENT FOOD SERVICES:

PROGRAM SERVICE EXPENSES	434,845.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	434,845.

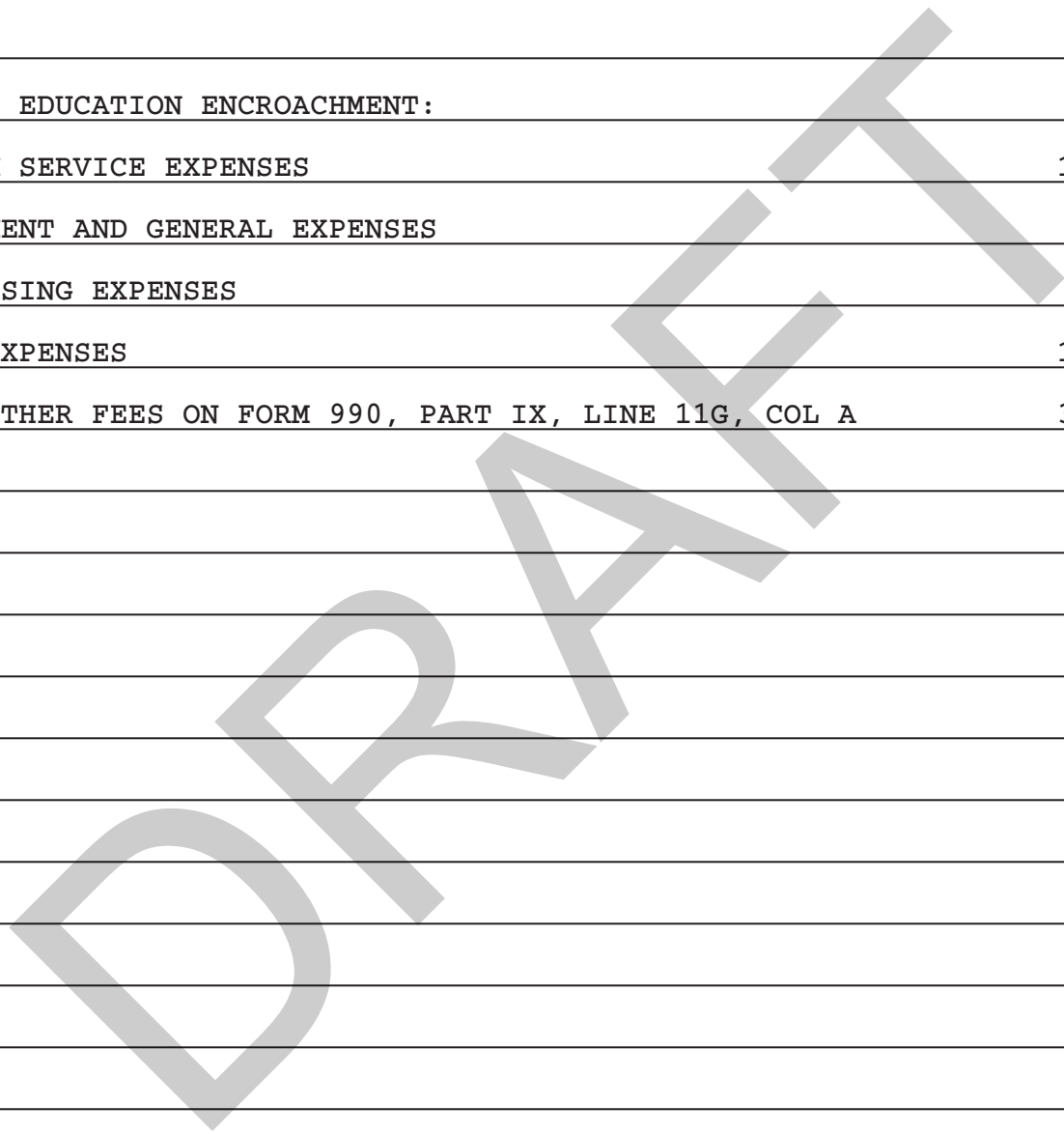
PSYCHOLOGICAL SERVICES:

Name of the organization MAKING WAVES ACADEMY	Employer identification number 20-8967421
---	---

PROGRAM SERVICE EXPENSES	565,768.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	565,768.

SPECIAL EDUCATION ENCROACHMENT:

PROGRAM SERVICE EXPENSES	1,064,151.
MANAGEMENT AND GENERAL EXPENSES	0.
FUNDRAISING EXPENSES	0.
TOTAL EXPENSES	1,064,151.
TOTAL OTHER FEES ON FORM 990, PART IX, LINE 11G, COL A	3,240,546.



**SCHEDULE R
(Form 990)**

Department of the Treasury
Internal Revenue Service

Related Organizations and Unrelated Partnerships

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.
▶ Attach to Form 990.

▶ Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2018

**Open to Public
Inspection**

Name of the organization

MAKING WAVES ACADEMY

Employer identification number
20-8967421

Part I Identification of Disregarded Entities. Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity

Part II Identification of Related Tax-Exempt Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
						Yes	No
MAKING WAVES FOUNDATION, INC. 3045 RESEARCH DRIVE RICHMOND, CA 94806	EDUCATION SUPPORT	CALIFORNIA	501C3	PF N/A			X

For Paperwork Reduction Act Notice, see the Instructions for Form 990.

Schedule R (Form 990) 2018

Part III Identification of Related Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?	(k) Percentage ownership
							Yes	No			

Part IV Identification of Related Organizations Taxable as a Corporation or Trust. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
								Yes	No

Part V Transactions With Related Organizations. Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

Note: Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

1 During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?

	Yes	No
a Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity		X
b Gift, grant, or capital contribution to related organization(s)		X
c Gift, grant, or capital contribution from related organization(s)	X	
d Loans or loan guarantees to or for related organization(s)		X
e Loans or loan guarantees by related organization(s)		X
f Dividends from related organization(s)		X
g Sale of assets to related organization(s)		X
h Purchase of assets from related organization(s)		X
i Exchange of assets with related organization(s)		X
j Lease of facilities, equipment, or other assets to related organization(s)		X
k Lease of facilities, equipment, or other assets from related organization(s)	X	
l Performance of services or membership or fundraising solicitations for related organization(s)		X
m Performance of services or membership or fundraising solicitations by related organization(s)	X	
n Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)		X
o Sharing of paid employees with related organization(s)		X
p Reimbursement paid to related organization(s) for expenses	X	
q Reimbursement paid by related organization(s) for expenses		X
r Other transfer of cash or property to related organization(s)		X
s Other transfer of cash or property from related organization(s)		X

2 If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				

Part VI Unrelated Organizations Taxable as a Partnership. Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners sec. 501(c)(3) orgs.?		(f) Share of total income	(g) Share of end-of-year assets	(h) Dispropor- tionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
				Yes	No			Yes	No		Yes	No	

Part VII Supplemental Information.

Provide additional information for responses to questions on Schedule R. See instructions.

Horizontal lines for supplemental information input.

DRAFT

Form **8868**
(Rev. January 2019)

Application for Automatic Extension of Time To File an Exempt Organization Return

OMB No. 1545-1709

Department of the Treasury
Internal Revenue Service

▶ **File a separate application for each return.**
▶ **Go to www.irs.gov/Form8868 for the latest information.**

Electronic filing (e-file). You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits.

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

	Enter filer's identifying number	
Type or print	Name of exempt organization or other filer, see instructions. MAKING WAVES ACADEMY	Employer identification number (EIN) or 20-8967421
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. 4123 LAKESIDE DRIVE	Social security number (SSN)
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. RICHMOND, CA 94806	

Enter the Return Code for the return that this application is for (file a separate application for each return) 0 | 1

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (sec. 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

ALTON B. NELSON JR.

- The books are in the care of ▶ **4123 LAKESIDE DRIVE - RICHMOND, CA 94806**
Telephone No. ▶ **510-262-1511** Fax No. ▶ _____
- If the organization does not have an office or place of business in the United States, check this box
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box . If it is for part of the group, check this box and attach a list with the names and EINs of all members the extension is for.

1 I request an automatic 6-month extension of time until **MAY 15, 2020** , to file the exempt organization return for the organization named above. The extension is for the organization's return for:
 ▶ calendar year _____ or
 ▶ tax year beginning **JUL 1, 2018** , and ending **JUN 30, 2019** .

2 If the tax year entered in line 1 is for less than 12 months, check reason: Initial return Final return
 Change in accounting period

3a If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions.	3a	\$	0.
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit.	3b	\$	0.
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions.	3c	\$	0.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

LHA **For Privacy Act and Paperwork Reduction Act Notice, see instructions.**

Form **8868** (Rev. 1-2019)

TAXABLE YEAR

2018

California Exempt Organization Annual Information Return

828941 12-12-18
FORM

199

Calendar Year 2018 or fiscal year beginning (mm/dd/yyyy) **07/01/2018**, and ending (mm/dd/yyyy) **06/30/2019**

Corporation/Organization name MAKING WAVES ACADEMY		California corporation number 3019452	
Additional information. See instructions.		FEIN 20-8967421	
Street address (suite or room) 4123 LAKESIDE DRIVE		PMB no.	
City RICHMOND		State CA	ZIP code 94806
Foreign country name		Foreign province/state/county	
		Foreign postal code	

<p>A First Return <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>B Amended Return <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>C IRC Section 4947(a)(1) trust <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D Final Information Return? <input type="checkbox"/> Dissolved <input type="checkbox"/> Surrendered (Withdrawn) <input type="checkbox"/> Merged/Reorganized Enter date: (mm/dd/yyyy)</p> <p>E Check accounting method: (1) <input type="checkbox"/> Cash (2) <input checked="" type="checkbox"/> Accrual (3) <input type="checkbox"/> Other</p> <p>F Federal return filed? (1) <input type="checkbox"/> 990T (2) <input type="checkbox"/> 990PF (3) <input type="checkbox"/> Sch H (990) (4) <input checked="" type="checkbox"/> Other 990 series</p> <p>G Is this a group filing? See instructions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>H Is this organization in a group exemption <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," what is the parent's name?</p> <p>I Did the organization have any changes to its guidelines not reported to the FTB? See instructions <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>J If exempt under R&TC Section 23701d, has the organization engaged in political activities? See instructions. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>K Is the organization exempt under R&TC Section 23701g? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes," enter the gross receipts from nonmember sources \$ _____</p> <p>L If organization is a public charity exempt under R&TC Section 23701d and meets the filing fee exception, check box. No filing fee is required <input checked="" type="checkbox"/></p> <p>M Is the organization a Limited Liability Company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>N Did the organization file Form 100 or Form 109 to report taxable income? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>O Is the organization under audit by the IRS or has the IRS audited in a prior year? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>P Is federal Form 1023/1024 pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Date filed with IRS _____</p>
--	---

Part I Complete Part I unless not required to file this form. See General Information B and C.

Receipts and Revenues	1 Gross sales or receipts from other sources. From Side 2, Part II, line 8	1		00
	2 Gross dues and assessments from members and affiliates	2		00
	3 Gross contributions, gifts, grants, and similar amounts received STMT 1	3	23,532,549	00
	4 Total gross receipts for filing requirement test. Add line 1 through line 3. This line must be completed. If the result is less than \$50,000, see General Information B	4	23,532,549	00
	5 Cost of goods sold	5		00
	6 Cost or other basis, and sales expenses of assets sold	6		00
	7 Total costs. Add line 5 and line 6	7		00
	8 Total gross income. Subtract line 7 from line 4	8	23,532,549	00
Expenses	9 Total expenses and disbursements. From Side 2, Part II, line 18	9	22,997,070	00
	10 Excess of receipts over expenses and disbursements. Subtract line 9 from line 8	10	535,479	00
Filing Fee	11 Total payments	11		00
	12 Use tax. See General Information K	12		00
	13 Payments balance. If line 11 is more than line 12, subtract line 12 from line 11	13		00
	14 Use tax balance. If line 12 is more than line 11, subtract line 11 from line 12	14		00
	15 Filing fee \$10 or \$25. See General Information F	15	N/A	00
16 Penalties and Interest. See General Information J	16		00	
17 Balance due. Add line 12, line 15, and line 16. Then subtract line 11 from the result	17		00	

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer WADE MCMULLEN	Title CEO	Date 02/11/20	<input type="checkbox"/> Telephone <input checked="" type="checkbox"/> PTIN P00541671
Paid Preparer's Use Only	Preparer's signature WADE MCMULLEN	Date 02/11/20	Check if self-employed <input type="checkbox"/>	<input checked="" type="checkbox"/> Firm's FEIN 41-0746749 <input type="checkbox"/> Telephone (626) 857-7300
	Firm's name (or yours, if self-employed) and address CLIFTONLARSONALLEN LLP 2210 EAST ROUTE 66 GLEN DORA, CA 91740			

May the FTB discuss this return with the preparer shown above? See instructions Yes No

MAKING WAVES ACADEMY

20-8967421

Part II Organizations with gross receipts of more than \$50,000 and private foundations regardless of amount of gross receipts - complete Part II or furnish substitute information.

828951 12-12-18

Receipts from Other Sources	1	Gross sales or receipts from all business activities. See instructions	•	1	00	
	2	Interest	•	2	00	
	3	Dividends	•	3	00	
	4	Gross rents	•	4	00	
	5	Gross royalties	•	5	00	
	6	Gross amount received from sale of assets (See Instructions)	•	6	00	
	7	Other income	•	7	00	
	8	Total gross sales or receipts from other sources. Add line 1 through line 7. Enter here and on Side 1, Part I, line 1		8	00	
	9	Contributions, gifts, grants, and similar amounts paid	•	9	00	
	10	Disbursements to or for members	•	10	00	
	11	Compensation of officers, directors, and trustees	•	11	372,597 00	
	12	Other salaries and wages	•	12	11,475,794 00	
	Expenses and Disbursements	13	Interest	•	13	00
		14	Taxes	•	14	502,111 00
		15	Rents	•	15	2,094,395 00
		16	Depreciation and depletion (See instructions)	•	16	23,379 00
		17	Other Expenses and Disbursements	•	17	8,528,794 00
		18	Total expenses and disbursements. Add line 9 through line 17. Enter here and on Side 1, Part I, line 9		18	22,997,070 00

Schedule L Balance Sheet	Beginning of taxable year		End of taxable year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash		792,317	•	2,580,954
2 Net accounts receivable		2,744,973	•	1,692,358
3 Net notes receivable			•	
4 Inventories			•	
5 Federal and state government obligations			•	
6 Investments in other bonds			•	
7 Investments in stock			•	
8 Mortgage loans			•	
9 Other investments			•	
10 a Depreciable assets	567,972		567,972	
b Less accumulated depreciation	(198,627)	369,345	(222,006)	345,966
11 Land			•	
12 Other assets	STMT 4	222,376	•	244,551
13 Total assets		4,129,011		4,863,829
Liabilities and net worth				
14 Accounts payable		1,036,656	•	1,235,995
15 Contributions, gifts, or grants payable			•	
16 Bonds and notes payable			•	
17 Mortgages payable			•	
18 Other liabilities				
19 Capital stock or principal fund			•	
20 Paid-in or capital surplus. Attach reconciliation			•	
21 Retained earnings or income fund		3,092,355	•	3,627,834
22 Total liabilities and net worth		4,129,011		4,863,829

Schedule M-1 Reconciliation of income per books with income per return			
Do not complete this schedule if the amount on Schedule L, line 13, column (d), is less than \$50,000.			
1	Net income per books	•	535,479
2	Federal income tax	•	
3	Excess of capital losses over capital gains	•	
4	Income not recorded on books this year	•	
5	Expenses recorded on books this year not deducted in this return	•	
6	Total. Add line 1 through line 5		535,479
7	Income recorded on books this year not included in this return	•	
8	Deductions in this return not charged against book income this year	•	
9	Total. Add line 7 and line 8		
10	Net income per return. Subtract line 9 from line 6		535,479

MAKING WAVES ACADEMY

20-8967421

CA 199

CASH CONTRIBUTIONS
INCLUDED ON PART I, LINE 3

STATEMENT 1

<u>CONTRIBUTOR'S NAME</u>	<u>CONTRIBUTOR'S ADDRESS</u>	<u>DATE OF GIFT</u>	<u>AMOUNT</u>
FULLERTON FAMILY FOUNDATION	4123 LAKESIDE DRIVE RICHMOND, CA 94806	11/15/18	1,000,000.
PETER & SUZANNAH SCULLY	4123 LAKESIDE DRIVE RICHMOND, CA 94806	12/07/18	97,218.
MARIN COMMUNITY FOUNDATION	4123 LAKESIDE DRIVE RICHMOND, CA 94806	01/03/19	25,000.
SCULLY 1994 FAMILY TRUST NO. 2	4123 LAKESIDE DRIVE RICHMOND, CA 94806	06/26/19	2,600,000.
SCULLY MEMORIAL FOUNDATION	4123 LAKESIDE DRIVE RICHMOND, CA 94806	03/08/19	7,550,000.
TOTAL INCLUDED ON LINE 3			<u>11,272,218.</u>

DRAFT

MAKING WAVES ACADEMY

20-8967421

CA 199 COMPENSATION OF OFFICERS, DIRECTORS AND TRUSTEES STATEMENT 2

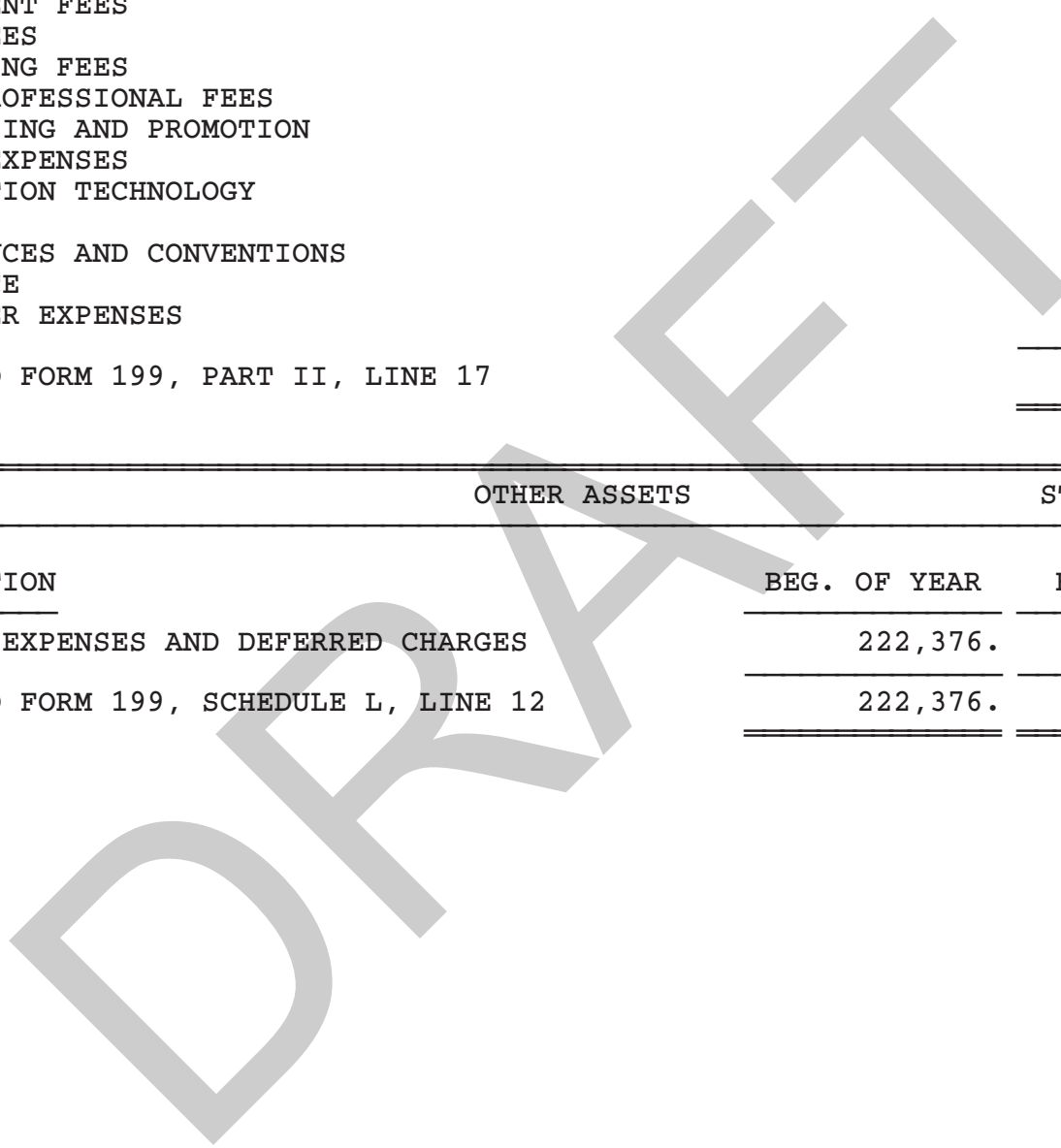
<u>NAME AND ADDRESS</u>	<u>TITLE AND AVERAGE HRS WORKED/WK</u>	<u>COMPENSATION</u>
ALICA KLEIN 4123 LAKESIDE DRIVE RICHMOND, CA 94806	PRESIDENT 1.00	0.
CHAD EATINGER 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR 1.00	0.
BURAK GURSEL 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR 1.00	0.
ESTHER HUGO 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR 1.00	0.
DARYLE MORGAN 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR 1.00	0.
MARICELA NAVARRO 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR 1.00	0.
JESSICA LAUGHLIN 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR 1.00	0.
MARGARET WATSON 4123 LAKESIDE DRIVE RICHMOND, CA 94806	DIRECTOR 1.00	0.
ALTON B. NELSON, JR. 4123 LAKESIDE DRIVE RICHMOND, CA 94806	CEO 50.00	0.
TOTAL TO FORM 199, PART II, LINE 11		<u>0.</u>

MAKING WAVES ACADEMY

20-8967421

CA 199	OTHER EXPENSES	STATEMENT 3
<u>DESCRIPTION</u>		<u>AMOUNT</u>
STUDENT TRANSPORTATION		564,657.
INSTRUCTIONAL MATERIALS		378,897.
PENSION PLAN CONTRIBUTIONS		910,618.
OTHER EMPLOYEE BENEFITS		1,689,127.
MANAGEMENT FEES		133,845.
LEGAL FEES		115,627.
ACCOUNTING FEES		11,600.
OTHER PROFESSIONAL FEES		3,240,546.
ADVERTISING AND PROMOTION		10,414.
OFFICE EXPENSES		418,435.
INFORMATION TECHNOLOGY		404,192.
TRAVEL		96,636.
CONFERENCES AND CONVENTIONS		164,472.
INSURANCE		100,239.
ALL OTHER EXPENSES		289,489.
TOTAL TO FORM 199, PART II, LINE 17		<u>8,528,794.</u>

CA 199	OTHER ASSETS	STATEMENT 4	
<u>DESCRIPTION</u>		<u>BEG. OF YEAR</u>	<u>END OF YEAR</u>
PREPAID EXPENSES AND DEFERRED CHARGES		222,376.	244,551.
TOTAL TO FORM 199, SCHEDULE L, LINE 12		<u>222,376.</u>	<u>244,551.</u>



022
Date Accepted _____

DO NOT MAIL THIS FORM TO THE FTB

TAXABLE YEAR
2018

California e-file Return Authorization for Exempt Organizations

FORM
8453-EO

Exempt Organization name	Identifying number
MAKING WAVES ACADEMY	20-8967421

Part I Electronic Return Information (whole dollars only)

1 Total gross receipts (Form 199, line 4)	1	23,532,549
2 Total gross income (Form 199, line 8)	2	23,532,549
3 Total expenses and disbursements (Form 199, line 9)	3	22,997,070

Part II Settle Your Account Electronically for Taxable Year 2018

4 <input type="checkbox"/> Electronic funds withdrawal	4a Amount	4b Withdrawal date (mm/dd/yyyy)
---	------------------	--

Part III Banking Information (Have you verified the exempt organization's banking information?)

5 Routing number _____	7 Type of account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings
6 Account number _____	

Part IV Declaration of Officer

I authorize the exempt organization's account to be settled as designated in Part II. If I check Part II, Box 4, I authorize an electronic funds withdrawal for the amount listed on line 4a.

Under penalties of perjury, I declare that I am an officer of the above exempt organization and that the information I provided to my electronic return originator (ERO), transmitter, or intermediate service provider and the amounts in Part I above agree with the amounts on the corresponding lines of the exempt organization's 2018 California electronic return. To the best of my knowledge and belief, the exempt organization's return is true, correct, and complete. If the exempt organization is filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of the exempt organization's fee liability, the exempt organization will remain liable for the fee liability and all applicable interest and penalties. I authorize the exempt organization return and accompanying schedules and statements be transmitted to the FTB by the ERO, transmitter, or intermediate service provider. **If the processing of the exempt organization's return or refund is delayed, I authorize the FTB to disclose to the ERO or intermediate service provider the reason(s) for the delay.**

Sign Here **CEO**

Signature of officer Date Title

Part V Declaration of Electronic Return Originator (ERO) and Paid Preparer.

I declare that I have reviewed the above exempt organization's return and that the entries on form FTB 8453-EO are complete and correct to the best of my knowledge. (If I am only an intermediate service provider, I understand that I am not responsible for reviewing the exempt organization's return. I declare, however, that form FTB 8453-EO accurately reflects the data on the return.) I have obtained the organization officer's signature on form FTB 8453-EO before transmitting this return to the FTB; I have provided the organization officer with a copy of all forms and information that I will file with the FTB, and I have followed all other requirements described in FTB Pub. 1345, 2018 Handbook for Authorized e-file Providers. I will keep form FTB 8453-EO on file for **four** years from the due date of the return or **four** years from the date the exempt organization return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above exempt organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO ERO's signature	Date _____	Check if also paid preparer <input checked="" type="checkbox"/>	Check if self-employed <input type="checkbox"/>	ERO's PTIN P00541671
Must Sign Firm's name (or yours if self-employed) and address	CLIFTONLARSONALLEN LLP 2210 EAST ROUTE 66 GLENDORA, CA			FEIN 41-0746749 ZIP code 91740

Under penalties of perjury, I declare that I have examined the above organization's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

Paid Preparer Paid preparer's signature	Date _____	Check if self-employed <input type="checkbox"/>	Paid preparer's PTIN _____
Must Sign Firm's name (or yours if self-employed) and address	FEIN _____		ZIP code _____

For Privacy Notice, get FTB 1131 ENG/SP.

FTB 8453-EO 2018

Coversheet

MWA Lease Renewal for 2020-2021

Section: IV. Action Items
Item: E. MWA Lease Renewal for 2020-2021
Purpose: Vote
Submitted by: Hung Mai
Related Material: Making Waves Foundation School Rental Agreement 2020-21.pdf

BACKGROUND:

2020-21 Making Waves Academy Middle School and Upper School Lease. Alicia Malet Klein is serving on both Making Waves Academy and Making Waves Foundation, Inc. Board of Directors. Ms. Kelin will recuse herself from the voting on Making Waves Foundation, Inc. and Making Waves Academy school lease.

RECOMMENDATION:

We recommend the MWA Board to review and approve the 2020-21 school lease. Fiscal Impact: \$1,685,749

LEASE

(MWA Middle School and Upper School)

This Lease supersedes and replaces Prior Lease Agreement by and between the Landlord and Tenant. Said Prior Lease is null and void as of the date of this Lease agreement and is replaced entirely with this Lease.

Basic Lease Information

Revision Lease Date:	March 4, 2020
Landlord:	Making Waves Foundation, Inc.
Tenant:	Making Waves Academy
Buildings (section I.I):	MS-1 - 4285 Lakeside Drive, Richmond, CA 94806 MS-2 - 4175 Lakeside Drive, Richmond, CA 94806 MS-Gym - 4165 Lakeside Drive, Richmond, CA 94806 US-1 - 4123 Lakeside Drive, Richmond, CA 94806 US-2 - 4131 Lakeside Drive, Richmond, CA 94806 US-3 - 4145 Lakeside Drive, Richmond, CA 94806 US-4 - 4155 Lakeside Drive, Richmond, CA 94806
Campus	The Building and the land surrounding the Building and outlined on Exhibit A.
Premises (section I.I):	100% of the space within the Building
Lease Term (section 2.1):	The period commencing on the Commencement Date and ending on the Expiration Date (as such terms are defined below).
Commencement Date (section 2.1):	July 1, 2020
Expiration Date (section 2.1):	June 30, 2021
Base Rent (section 3.1(a)): Total Monthly	\$140,479 per month
Annual Rent	\$1,685,749 Annual
Rent Payment Address (section 3.2):	Making Waves Foundation, Inc. 3045 Research Drive Richmond, CA 94806
Permitted Use (section 6. I):	Public Charter School

Deposit (section 27.1): *N/A*

Tenant's Address (section 30.1): At the Premises

Landlord's Address (section 30. I): Making Waves Foundation, Inc.
3045 Research Drive
Richmond, CA 94806

The foregoing Basic Lease Information is incorporated in and made a part of this Lease. If there is any conflict between the Basic Lease Information and any other part of this Lease, the former shall control.

TENANT: Making Waves Academy, a California Corporation By: _____ Name: _____ Title: _____ Date: _____	LANDLORD: Making Waves Foundation, Inc., a California Corporation By: _____ Name: _____ Title: _____ Date: _____
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TABLE OF CONTENTS

ARTICLE 1 Premises..... 1

ARTICLE 2 Term2

ARTICLE 3 Rent.....2

ARTICLE 4 Taxes.....3

ARTICLE 5 Intentionally Deleted3

ARTICLE 6 Use; Environmental Matters3

ARTICLE 7 Services.....4

ARTICLE 8 Alterations.....5

ARTICLE 9 Liens.....5

ARTICLE 10 Maintenance and Repairs5

ARTICLE 11 Damage or Destruction 6

ARTICLE 12 Subrogation..... 7

ARTICLE 13 Indemnification and Insurance..... 7

ARTICLE 14 Compliance With Legal Requirements 9

ARTICLE 15 Assignment and Subletting 9

ARTICLE 16 Rules and Regulations 10

ARTICLE 17 Entry by Landlord11

ARTICLE 18 Events of Default.....11

ARTICLE 19 Remedies Upon Default12

ARTICLE 20 Landlord's Right to Cure Defaults13

ARTICLE 21 Eminent Domain 13

ARTICLE 22 Subordination to Mortgages 14

ARTICLE 23 Surrender of Premises; Ownership and Removal of Trade Fixtures..... 15

ARTICLE 24 Sale..... 16

ARTICLE 25 Estoppel Certificate..... 16

ARTICLE 26 Waiver 16

ARTICLE 27 Notices..... 16

ARTICLE 28 Miscellaneous..... 17

ARTICLE 29 Authority..... 18

ARTICLE 30 Complete Agreement..... 18

Exhibit A - Plan Outlining the Premises

LEASE

THIS LEASE, made as of the date specified in the Basic Lease Information by and between the landlord specified in the Basic Lease Information ("Landlord"), and the tenant specified in the Basic Lease Information ("Tenant"),

WITNESSETH:

ARTICLE I

Premises

1.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms, covenants and conditions set forth in this Lease the (the "Premises") shown Exhibit A attached hereto and described in the Basic Lease Information, which Premises are located in the building (the "Building") described in the Basic Lease Information. The Building is part of a larger campus for Making Waves Academy consisting of the MWA Middle School and the MWA Upper School (the "Campus"). As used in this Lease, the term "Campus" shall include the parcel or parcels of land on which the MWA Middle School and the MWA Upper School is located and all appurtenances thereto. The Premises shall include the appurtenant right to the use, subject to the reasonable rules and regulations as may be promulgated by Landlord from time to time, all portions of the Campus other than the Premises. Landlord reserves the right to close, make alterations or additions to, or change the size, configuration, use and location of elements of the Building and the Campus and their respective common areas. All of the windows and outside decks or ten-aces and walls of the Premises and any space in the Premises used for shafts, stacks, pipes, conduits, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof and access thereto through the Premises for the purposes of operation, maintenance and repairs, are reserved to Landlord. Tenant shall not in any event be permitted to use the roof of the Building for any purpose without first obtaining the prior consent of Landlord; provided however, that the Landlord shall permit Tenant to sublease the roof the Premises for the installation of solar panels provided that all such solar panel work is performed in accordance with Article 8 and such installation does materially adversely affect the operation of the Building or the functionality of the roof.

1.2 For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a person certified pursuant to Section 4459.2 of the California Government Code (a Certified Access Specialist). Tenant hereby waives any and all rights it otherwise might now or hereafter have under Section 1938 of the California Civil Code. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose, or any other kind arising out of this Lease and there are and shall be no warranties that extend beyond the warranties, if any, expressly set forth in this Lease.

1.3 Tenant shall use such parking spaces solely for parking automobiles of Tenant's officers, students, families, visitors and employees. Tenant shall comply with all Rules and Regulations and all laws now or hereafter in effect relating to the use of parking spaces. Without limiting the foregoing, in no event shall this Lease be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage, nor shall there be any abatement of rent hereunder, by reason of any reduction in Tenant's parking rights hereunder by reason of strikes, lock-outs, labor disputes, shortages of material or labor, fire, flood or other casualty, acts of God or any other cause beyond the control of Landlord.

1.4 Tenant acknowledges that Landlord may be required to disclose certain information concerning the energy performance of the Building pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto (collectively the "Energy Disclosure Requirements"). Tenant acknowledges prior receipt of the Data Verification Checklist, as defined in the Energy Disclosure Requirements, and agrees that Landlord has timely complied in full with Landlord's obligations under the Energy Disclosure Requirements. Tenant acknowledges and agrees that (i) Landlord makes no representation or warranty regarding the energy performance of the Building or the accuracy or completeness of the Data Verification Checklist, (ii) the Data Verification Checklist is for the current occupancy and use of the Building and that the energy performance of the Building may vary depending on future occupancy and/or use of the Building, and (iii) Landlord shall have no liability to Tenant for any errors or omissions in the Data Verification Checklist. If and to the extent not prohibited by applicable law, Tenant hereby waives any right it may have to receive the Data Verification Checklist, including, without limitation, any right Tenant may have to terminate this Lease as a result of Landlord's failure to disclose such information. Further, Tenant hereby releases Landlord from any liability Landlord may have to Tenant relating to the Energy Data Verification Checklist, including, without limitation, any liability arising as a result of Landlord's failure to disclose any matter requiring disclosure under the Energy Disclosure Requirements to Tenant prior to the execution of this Lease. Tenant's acceptance of the Premises pursuant to the terms of this Lease shall be deemed to include Tenant's approval of the energy performance of the Building and the Data Verification Checklist.

ARTICLE 2
Term

2.1 The terms and provisions of this Lease shall be effective as of the date of this Lease. The term of this Lease shall be the term specified in the Basic Lease Information (the "Lease Term"), which shall commence on the commencement date specified in the Basic Lease Information (the "Commencement Date") and, unless extended or sooner terminated as hereinafter provided, shall end on the expiration date specified in the Basic Lease Information (the "Expiration Date").

ARTICLE 3
Rent

3.1 Tenant shall pay to Landlord the following amounts as rent for the Premises:

(a) Commencing on the Rent Commencement Date and continuing thereafter during the Lease Term, Tenant shall pay to Landlord, as monthly rent, the base rent specified in the Basic Lease Information (the "Base Rent").

(b) Throughout the Lease Term, Tenant shall pay, as additional rent, all other amounts of money and charges required to be paid by Tenant under this Lease, whether or not such amounts of money and charges are otherwise designated "additional rent." As used in this Lease, "rent" shall mean and include all Base Rent, all additional rent and all other amounts payable by Tenant in accordance with this Lease.

3.2 Tenant shall pay all monthly rent to Landlord, in advance, on or before the first day of each and every calendar month during the Lease Term, without notice, demand, deduction or offset, in lawful money of the United States of America. Landlord instructs Tenant to pay all such monthly rent to the address specified therefor in the Basic Lease Information, or to such other person or at such other place as Landlord may from time to time designate in writing. Landlord shall have the right to apply

payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord may elect.

ARTICLE 4

Taxes

4.1 Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term on the Premises, if any, and all personal property taxes with respect to Landlord's personal property, if any, on the Premises.

4.2 Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Premises.

ARTICLE 5

Intentionally Deleted

ARTICLE 6

Use; Environmental Matters

6.1 Tenant shall use the Premises only for the purposes described in the Basic Lease Information for Tenant's business and no other purpose whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant at all times shall conduct its business in the Premises in a first class and reputable manner and shall be responsible for causing the conduct of Tenant's employees, faculty and students in the Building and around the Campus at all times to comply with the same. Tenant shall not do or permit to be done in, on or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, ordinance, rule, regulation or order now in force or which may hereafter be enacted, or which is prohibited by any property insurance policy carried by Landlord for the Campus, or will in any way increase the existing rate of, or cause a cancellation of, or affect any property or other insurance for the Campus or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in, on or about the Premises which will in any way obstruct or interfere with the rights of Landlord. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable activity, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. Tenant shall not bring into the Building any furniture, equipment, materials or other objects which overload the Building or any portion thereof. Subject to any temporary shutdown for repairs, for security purposes, for compliance with any legal restrictions, or due to force majeure, Tenant shall have access to the Premises twenty-four (24) hours a day, each day of the Lease Term. Without limiting any other provision of this Article 6 or this Lease, if Landlord determines, in its sole judgment, that Tenant's operations are causing wear and tear or damage to the wall coverings or finishes in the corridors or other areas of the Premises or the Building, Landlord may elect to repair such wear and tear or damage at Tenant's sole expense, which shall be paid by Tenant to Landlord upon demand.

6.2 Tenant shall not bring or keep, or permit to be brought or kept, in the Premises or the Campus any "hazardous substance" (as hereinafter defined). Tenant shall not use, produce, process, manufacture, generate, treat, handle, store or dispose of any hazardous substance in the Premises or the Campus, or use the Premises for any such purpose, or emit, release or discharge any hazardous substance into any air, soil, surface water or groundwater comprising the Premises or the Campus, or permit any person using or occupying the Premises to do any of the foregoing. The preceding sentence shall not prohibit the ordinary use of any hazardous substance normally used in the operation of a general office for

Tenant's business as permitted by this Lease, provided the amount of any such hazardous substance does not exceed the quantity necessary for the normal operation of a general office in the ordinary course of business and the use, storage and disposal of any such hazardous substance strictly comply with all applicable "environmental laws" (as hereinafter defined). Tenant shall comply, and shall cause all persons using or occupying the Premises to comply, with all environmental laws applicable to the use or occupancy of the Premises by Tenant or any operation or activity of Tenant therein.

6.3 Tenant shall indemnify and defend Landlord against and hold Landlord harmless from all claims, demands, actions, judgments, liabilities, costs, expenses, losses, damages, penalties, fines and obligations of any nature (including reasonable attorneys' fees and disbursements incurred in the investigation, defense or settlement of claims) that Landlord may incur as a result of, or in connection with, claims arising from the presence, use, storage, transportation, treatment, disposal, release or other handling, on or about or beneath the Premises, of any hazardous substances introduced or permitted on or about or beneath the Premises by any act or omission of Tenant or its agents, officers, employees, contractors, invitees or licensees. The liability of Tenant under this section 6.3 shall survive the termination of this Lease with respect to acts or omissions that occur before such termination.

6.4 As used in this Lease, "hazardous substance" shall mean any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the environmental laws, and includes asbestos, petroleum, petroleum products, polychlorinated biphenyls, radon gas, radioactive matter, and chemicals which may cause cancer or reproductive toxicity. As used in this Lease, "environmental laws" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater.

ARTICLE 7 Services and Utilities

7.1 Landlord shall maintain the parking lots, roofs, elevators, landscaping including all outdoor play facilities, the structural components of the Premises and the Campus, the plumbing system, photovoltaic system, EV chargers, water storage tank drainage system, utility lines and connections and other utility fixtures and equipment serving the Premises, and the mechanical, electrical, plumbing and other building systems of the Premises (including the heat, air conditioning and ventilation systems of the Premises) at its cost and expense in good condition and repair. Any damage to the Premises or the Campus caused by Tenant or any agent, employee, contractor, licensee invitee or student of Tenant shall be repaired by Tenant at Tenant's expense.

7.2 Tenant shall be responsible for (i) arranging for the appropriate utility services to the Building and the MWA Upper School, (ii) appropriate janitorial services for the Premises and the common areas, including sweeping of the parking lots and (iii) any other services required for its specific use other than those services provided by Landlord pursuant to section 7.1 above.

7.3 Commencing on the Commencement Date and continuing thereafter during the Lease Term, Tenant shall be directly responsible for contracting for all utility services for the Building and the MWA Upper School (including, without limitation, electricity, gas, water and sewer and utilities serving the parking areas and the common areas) in Tenant's name and paying for such services directly to the applicable utility providers. Tenant shall pay for any and all such services in a timely manner and prior to delinquency.

7.4 In the event of an interruption in, or failure or inability to provide any service or utility for the Premises for any reason, such interruption, failure or inability shall not constitute an eviction of

Tenant, constructive or otherwise, or impose upon Landlord any liability whatsoever, including, but not limited to, liability for consequential damages or loss of business by Tenant. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future laws permitting the termination of this Lease due to such interruption, failure or inability.

ARTICLE 8

Alterations

8.1 Tenant shall not make any alterations, additions, modifications or improvements in or to the Premises or any part thereof, or attach any fixtures or equipment thereto (collectively, "Alterations"), without Landlord's prior written consent.

8.2 All Alterations, including, without limitation, carpeting and all other improvements whether temporary or permanent in character, made in or to the Premises either by Tenant or by Landlord shall become part of the Building and Landlord's property. At Landlord's sole election any or all Alterations made for or by Tenant shall be removed by Tenant from the Premises at the expiration or sooner termination of this Lease and the Premises shall be restored by Tenant to their condition prior to the making of the Alterations, ordinary wear and tear excepted. The removal of the Alterations and the restoration of the Premises shall be performed by a general contractor selected by Tenant and approved by Landlord, in which event Tenant shall pay the general contractor's fees and costs in connection with such work. Movable furniture, equipment, trade fixtures and personal property (except partitions) shall remain the property of Tenant and Tenant shall, at Tenant's expense, remove all such property from the Building at the end of the Lease Term. Termination of this Lease shall not affect the obligations of Tenant pursuant to this section 8.2 to be performed after such termination.

ARTICLE 9

Liens

9.1 Tenant shall keep the Premises and the Building free from mechanics', materialmen's and all other liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Tenant shall promptly and fully pay and discharge all claims on which any such lien could be based. Tenant shall have the right to contest the amount or validity of any such lien, provided Tenant gives prior written notice of such contest to Landlord, prosecutes such contest by appropriate proceedings in good faith and with diligence, and, upon request by Landlord, furnishes such bond as may be required by law to protect the Building and the Premises from such lien. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord, the Premises and the Building from such liens, and to take any other action Landlord deems necessary to remove or discharge liens or encumbrances at the expense of Tenant.

ARTICLE 10

Maintenance and Repairs

10.1 Except for the matters that are Landlord's obligations under section 7.1 above, Tenant shall, at all times during the Lease Term and at Tenant's sole cost and expense, maintain and repair the Premises, the Building and the MWA Upper School and every part thereof including the cosmetic maintenance of the Premises including but not limited to graffiti removal, maintenance painting (as distinguished from periodic repainting of the buildings of the Premises which shall be Landlord's responsibility), and similar routine maintenance and repair of normal wear and tear. Tenant shall also repair and maintain any equipment used in connection with the Premises and the MWA Middle Upper and installed specifically for Tenant and all equipment, fixtures and improvements therein

and keep all of the foregoing clean and in good order and operating condition, ordinary wear and tear and damage thereto by fire or other casualty excepted. Tenant hereby waives all rights under California Civil Code section 1941 and all rights to make repairs at the expense of Landlord or in lieu thereof to vacate the Premises as provided by California Civil Code section 1942 or any other law, statute or ordinance now or hereafter in effect.

ARTICLE 11
Damage or Destruction

11.1 If the Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Lease Term, and this Lease is not terminated pursuant to sections 11.2 or 11.3 hereof, Landlord shall repair such damage and restore the Building and the Premises to substantially the same condition in which the Building and the Premises existed before the occurrence of such fire or other casualty (provided that Landlord shall have no obligation to restore any above- Building standard improvements or Alterations in the Premises, unless the cost thereof is paid by Tenant in advance of such restoration, or any Alterations made by or for Tenant in the Premises following the Commencement Date) and this Lease shall, subject to the provisions of this Article 11, remain in full force and effect. If such fire or other casualty damages the Premises or common areas of the Building necessary for Tenant's use and occupancy of the Premises and Tenant ceases to use any portion of the Premises as a result thereof, then during the period the Premises are rendered untenable by such damage Tenant shall be entitled to a reduction in monthly rent in the proportion that the area of the Premises rendered unusable by such damage bears to the total area of the Premises. Landlord shall not be obligated to repair any damage to, or to make any replacement of, any movable furniture, equipment, trade fixtures or personal property in the Premises or Alterations made by or for Tenant in the Premises following the Commencement Date. Tenant shall, at Tenant's sole cost and expense, repair and replace all such movable furniture, equipment, trade fixtures, personal property and any Alterations made by or for Tenant in the Premises following the Commencement Date. Such repair and replacement by Tenant shall be done in accordance with Article 8 hereof. Tenant hereby waives California Civil Code sections 1932(2) and 1933(4), or any successor statute, providing for termination of hiring upon destruction of the thing hired.

11.2 If the Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Lease Term and (a) such fire or other casualty occurs during the last twelve (12) months of the Lease Term and the repair and restoration work to be performed by Landlord in accordance with section 11.1 hereof cannot, as reasonably estimated by Landlord, be completed within two (2) months after the occurrence of such fire or other casualty, or (b) the insurance proceeds received by Landlord in respect of such damage are not adequate to pay the entire cost, as reasonably estimated by Landlord, of the repair and restoration work to be performed by Landlord in accordance with section 11.1 hereof, or (c) the repair and restoration work to be performed by Landlord in accordance with section I I.I hereof cannot, as reasonably estimated by Landlord, be completed within six (6) months after the occurrence of such fire or other casualty, then, in any such event, Landlord shall have the right, by giving written notice to Tenant within sixty (60) days after the occurrence of such fire or other casualty, to terminate this Lease as of the date specified in such notice, which date shall be not less than thirty (30) days nor more than sixty (60) days after the date such notice is given.

11.3 A total destruction of the Building shall automatically terminate this Lease effective as of the date of such total destruction.

ARTICLE 12
Subrogation

12.1 Tenant waives on behalf of its insurers under all policies of property, liability and other insurance (excluding workers' compensation) carried by Tenant during the Lease Term insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Tenant against Landlord. Landlord waives on behalf of its insurers under all policies of property, liability and other insurance (excluding workers' compensation) carried by Landlord during the Lease Term insuring or covering the Building or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Landlord against Tenant. Tenant shall, prior to or immediately after the date of this Lease, procure from each of the insurers under all such policies of property, liability and other insurance (excluding workers' compensation) insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of Tenant against Landlord as required by this Article I2.

ARTICLE 13
Indemnification and Insurance

13.1 Tenant hereby waives all claims against Landlord, Landlord's members, partners, shareholders, trustees, and beneficiaries, the Building's property manager, and Landlord's asset manager, and their respective officers, directors, agents, servants, employees and independent contractors (collectively, the "Landlord Parties"), for damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the Premises or the Campus arising at any time and from any cause whatsoever other than solely by reason of the gross negligence or willful misconduct of Landlord. Tenant further assumes all risk of, and agrees that Landlord and the Landlord Parties shall not be liable for, any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) sustained as a result of the Premises not having been inspected by a Certified Access Specialist (CAsp). Tenant shall indemnify, defend and hold harmless the Landlord Parties from and against all claims, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with or arising from (a) any cause whatsoever in, on or about the Premises or any part thereof arising at any time other than solely by reason of the gross negligence or willful misconduct of Landlord, or (b) any act or omission of Tenant or its agents, employees, contractors, invitees or licensees in, on or about any part of the Campus other than the Premises (including, without limitation, any damage, bodily or personal injury, illness or death which is caused in part by Landlord), or (c) any breach by Tenant of the terms of this Lease. This Article I 3 shall survive the termination of this Lease with respect to any damage, bodily or personal injury, illness or death occurring prior to such termination.

13.2 Tenant shall, at Tenant's sole cost and expense, obtain and keep in force during the term of this Lease the following insurance:

(a) Workers' compensation and employers' liability insurance policies with a minimum limit of \$1,000,000. The policies shall contain a Waiver of Subrogation endorsement in favor of the Landlord Parties.

(b) Automobile liability insurance policy, including owned, non-owned and hired automobiles, with a combined single limit of \$2,000,000 for bodily injury and property damage or equivalent approved by Landlord.

(c) An occurrence form commercial general liability insurance policy with coverage with limits of not less than \$2,000,000 combined single limit, each occurrence and aggregate, and will not provide for a self-insured retention or deductible in excess of \$50,000. Such insurance shall include Legal Liability limits of \$1,000,000 per occurrence, and \$2,000,000 products/completed operations coverage and such insurance shall be primary insurance as respects any claims, losses or liability arising directly or indirectly from the Tenant's operations and/or occupancy, and any other insurance maintained by Landlord shall be excess and not contributory with the insurance required hereunder. Said insurance policies shall include an endorsement, providing that the Landlord Parties and their officers and employees are additional insureds.

(d) Umbrella liability insurance policy with a limit of not less than \$5,000,000 or such higher limit as may be required by Landlord. The policy shall provide excess coverage over Tenant's Employers' Liability, Automobile Liability and Commercial General Liability coverages.

(e) Insurance policy for full replacement cost of Tenant's movable furniture, equipment, trade fixtures and personal property in the Premises, with special form cause of loss (excluding earthquake and flood) with agreed value endorsement. All amounts received by Tenant under the insurance specified in this section 13.2 shall first be applied to the payment of the cost of the repair and replacement Tenant is obligated to do under Article 11 hereof.

13.3 Landlord reserves the right to increase the amounts of coverage specified in section 13.2 above from time to time as Landlord determines is required to adequately protect Landlord and the other parties designated by Landlord from the matters insured thereby (provided, however, that Landlord makes no representation that the limits of liability required hereunder from time to time shall be adequate to protect Tenant). In addition, Landlord reserves the right to require that Tenant cause any of its contractors, vendors, movers or other parties conducting activities in or about or occupying the Premises to obtain and maintain insurance as determined by Landlord (which insurance coverages may be greater than those set forth in section 13.2 above and which may include types of insurance not specified above with respect to Tenant) and as to which Landlord and such other parties designated by Landlord shall be additional insureds.

13.4 All insurance required under this Article 13 and all renewals thereof shall be issued by good and responsible companies rated not less than A-:VIII in Best's Insurance Guide and qualified to do and doing business in the State in which the Building is located. Each policy, other than Tenant's workers' compensation insurance, shall: (a) provide that the policy shall not be canceled or altered without thirty (30) days' prior written notice to Landlord and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and such period of thirty (30) days shall have expired; (b) protect Tenant, as named insured, and Landlord and all the other Landlord Parties and any other parties designated by Landlord, as additional insureds, using such ISO or other form of endorsement as directed in writing by Landlord; (c) shall insure Landlord's and such other parties' contingent liability with regard to acts or omissions of Tenant; (d) include all waiver of subrogation rights endorsements necessary to effect the provisions of Article 12 above; (e) provide that the policy and the coverage provided shall be primary, that Landlord, although an additional insured, shall nevertheless be entitled to recovery under such policy for any damage to Landlord or the other Landlord Parties by reason of acts or omissions of Tenant, and that any coverage carried by Landlord shall be noncontributory with respect to policies carried by Tenant; (f) specifically include all liability assumed by Tenant under this Lease {provided, however, that such contractual liability coverage shall not limit or be deemed to satisfy Tenant's indemnity obligations under this Lease); and (g) if subject to deductibles, shall provide for deductible amounts not in excess of those approved in advance in writing by Landlord in its sole discretion. Tenant shall deliver certificates of insurance, acceptable to Landlord, to Landlord at least ten (10) days before the Commencement Date and at least ten (10) days before expiration of each policy.

In addition, upon the issuance thereof, Tenant shall deliver each such policy or a certified copy thereof to Landlord for retention by Landlord. If Tenant fails to insure or fails to furnish to Landlord upon notice to do so any such policy or certified copy and certificate thereof as required, Landlord shall have the right from time to time to effect such insurance for the benefit of Tenant or Landlord or both of them and all premiums paid by Landlord shall be payable by Tenant as additional rent on demand.

13.5 During the term hereof, Landlord shall keep the Building (but excluding any personal property, fixtures, office equipment, furniture, artwork and other decoration not affixed to and a part of the Building) insured through reputable insurance underwriters against perils covered by a standard special form insurance policy or policies as such policies are in use as of the date of this Lease (excluding perils such as earthquake, flood and other standard special form policy form exclusions), if such a policy is reasonably available, with a deductible provision, if any, as determined by Landlord in an amount or amounts equal to not less than one hundred percent (100%) of the full replacement value of the Building (excluding the land and the footings, foundations and installations below the basement level). During the term hereof, Landlord shall keep in force general liability insurance in the amount and coverage as Landlord deems commercially reasonable.

ARTICLE 14 Compliance With Legal Requirements

14.1 Tenant shall, at its sole cost and expense, promptly comply with all laws, ordinances, rules, regulations, orders and other requirements of any government or public authority now in force or which may hereafter be in force, with the requirements of any board of fire underwriters or other similar body now or hereafter constituted, and with any direction or certificate of occupancy issued pursuant to any law by any governmental agency or officer, insofar as any thereof relate to or affect the condition, use or occupancy of the Premises and the MWA Upper School or the operation, use or maintenance of any equipment, fixtures or improvements in the Premises (collectively, "Applicable Laws"), excluding requirements of structural changes not related to or affected by Tenant's acts or use of the Premises or by Alterations made by or for Tenant. In the event that any structural changes are required to be performed to the Building to comply with Applicable Laws (and such changes are not related to or affected by Tenant's acts or use of the Premises or by Alterations made by or for Tenant), then Landlord shall perform such compliance work at Landlord's expense. If any governmental license or permit shall be required for the proper and lawful conduct of any business or other activity carried on by Tenant in the Premises, or if Tenant's failure to secure such license or permit would adversely affect Landlord, Tenant shall duly procure and thereafter maintain such license or permit.

ARTICLE 15 Assignment and Subletting

15.1 Tenant shall not, directly or indirectly, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, assign this Lease or any interest herein or sublease the Premises or any part thereof, or permit the use or occupancy of the Premises by any person other than Tenant. Tenant shall not, directly or indirectly, without the prior written consent of Landlord, pledge, mortgage or hypothecate this Lease or any interest herein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant involuntarily or by operation of law without the prior written consent of Landlord. Without limiting the generality of the foregoing, Tenant is expressly prohibited from allowing outside groups and organizations to utilize the Premises or any portion of the Building (whether on a temporary or a permanent basis) unless said outside groups or organizations (i) are non-profit and focused on education and/or underserved populations in the local area, (ii) any outside users of the Premises obtain event insurance in amounts commensurate with the risk of the use, as determined by Landlord in its sole discretion, (iii) any outside user provides security at a level determined

by Landlord, (iv) any outside user expressly agrees to clean up and restore the Premises following its use and (v) Tenant obtains Landlord's written consent to such outsider user's use of the Premises or the Building.

15.2 No assignment, sublease, pledge, mortgage, hypothecation or other transfer, nor any consent by Landlord to any of the foregoing, shall release Tenant from any of Tenant's obligations and liabilities under this Lease or alter the primary liability of Tenant to pay rent and to perform all other obligations to be performed by Tenant hereunder (and Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against such assignee, subtenant or successor), or shall be deemed to be a consent to any subsequent pledge, mortgage, hypothecation, assignment, sublease, or occupation or use by another person. Tenant hereby acknowledges and agrees, and any instrument by which an assignment or sublease is accomplished shall expressly provide: (a) that the assignee or subtenant will perform and observe all the agreements, covenants and conditions to be performed and observed by Tenant under this Lease as and when performance and observance is due after the effective date of the assignment or sublease, (b) that Landlord will have the right to enforce such agreements, covenants and conditions directly against such assignee or subtenant, (c) in the case of a sublease, the subtenant shall, at Landlord's election, attorn directly to Landlord in the event that this Lease is terminated for any reason, (d) in the case of an assignment, the assignee assumes all of Tenant's obligations under this Lease arising on or after the date of the assignment, and (e) in the case of a sublease, the subtenant agrees to be and remain jointly and severally liable with Tenant for the payment of rent pertaining to the sublet space in the amount set forth in the sublease, and for the performance of all of the terms and provisions of this Lease. Any assignment or sublease without an instrument containing the foregoing provisions shall be void and shall, at the option of Landlord, constitute a default under this Lease. No assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sublease (and any standard form of consent document required by Landlord) has been delivered to Landlord, together with the written consent to such assignment or sublease of any guarantor of Tenant's obligations hereunder, if any, and certificates evidencing that such subtenant or assignee is carrying all insurance coverage required under this Lease has been provided to Landlord.

15.3 Any sublease hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (a) treat such sublease as canceled and repossess the entire Premises by any lawful means, or (b) require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease. If Tenant shall be in default under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any subtenant to make all payments under or in connection with a sublease directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such subtenant shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant.

ARTICLE 16 Rules and Regulations

16.1 Tenant shall faithfully observe and comply with the rules and regulations (the "Rules and Regulations") from time to time made in writing by Landlord. If there is any conflict, this Lease shall prevail over the Rules and Regulations and any modifications thereof or additions thereto.

ARTICLE 17
Entry by Landlord

17.1 Landlord shall have the right to enter the Premises at any time to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, lenders or tenants, (c) determine whether Tenant is performing all of its obligations hereunder, (d) supply any service to be provided by Landlord, (e) post notices of non-responsibility, and (f) make any repairs to the Premises, or make any repairs to any adjoining space or utility services, or make any repairs, alterations or improvements to any other portion of the Building, provided all such work shall be done as promptly as reasonably practicable and so as to cause as little interference to Tenant as reasonably practicable. Tenant waives all claims for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant and approved in writing by Landlord in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper to open such doors in an emergency to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any of such means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

ARTICLE 18
Events of Default

18.1 The occurrence of any one or more of the following events ("Event of Default") shall constitute a breach of this Lease by Tenant:

(a) Tenant fails to pay any monthly rent as and when such monthly rent becomes due and payable and such failure continues for more than three (3) days; or

(b) Tenant fails to pay any additional rent or other amount of money or charge payable by Tenant hereunder as and when such additional rent or amount or charge becomes due and payable and such failure continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; provided, however, that after the second such failure in a calendar year, only the passage of time, but no further notice, shall be required to establish an Event of Default in the same calendar year; or

(c) Tenant fails to perform or observe any agreement, covenant or condition according to the provisions of Articles 6, 9, 15, 22 or 25 of this Lease as and when performance or observance is due and such failure continues for more than two (2) business days after Landlord gives written notice thereof to Tenant; or

(d) Tenant fails to perform or observe any other agreement, covenant or condition of this Lease to be performed or observed by Tenant as and when performance or observance is due and such failure continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; provided, however, that if, by the nature of such agreement, covenant or condition, such failure cannot reasonably be cured within such period of ten (10) days, an Event of Default shall not exist as long as Tenant commences with due diligence and dispatch the curing of such failure within such period of ten (10) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure within a reasonable time; or

(e) Tenant (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it, a petition for relief or reorganization or

arrangement or any other petition in bankruptcy or liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Tenant or of any substantial part of Tenant's property, or (v) takes action for the purpose of any of the foregoing; or

(f) A court or governmental authority of competent jurisdiction enters an order appointing, without consent by Tenant, a custodian, receiver, trustee or other officer with similar powers with respect to Tenant or with respect to any substantial part of Tenant's property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of Tenant, or if any such petition is filed against Tenant and such petition is not dismissed within sixty (60) days; or

(g) This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within thirty (30) days; or

(h) Tenant abandons the Premises.

ARTICLE 19 Remedies Upon Default

19.1 Landlord shall have the remedy described in California Civil Code section 1951.2. If an Event of Default occurs, Landlord at any time thereafter shall have the right to give a written termination notice to Tenant (which may be included in a single notice given by Landlord under section 18.1 hereof) and on the date specified in such notice, Tenant's right to possession shall terminate and this Lease shall terminate. Upon such termination, Landlord shall have the right to recover from Tenant:

(a) The worth at the time of award of all unpaid rent which had been earned at the time of termination;

(b) The worth at the time of award of the amount by which all unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which all unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

(d) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above shall be computed by allowing interest at the Interest Rate (as defined in section 31.2 below). The "worth at the time of award" of the amount referred to in clause (c) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). For the purpose of determining unpaid rent under clauses (a), (b) and (c) above, the rent reserved in this Lease shall be deemed to be all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others.

19.2 Landlord shall have the remedy described in California Civil Code section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, even though Tenant has breached this Lease and an Event of Default has occurred, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to enforce all its rights and remedies under this Lease, including the right to recover all rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relent the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession unless written notice of termination is given by Landlord to Tenant.

19.3 The remedies provided for in this Lease are in addition to all other remedies available to Landlord at law or in equity by statute or otherwise. Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

19.4 If Landlord defaults under this Lease, Tenant shall give written notice to Landlord specifying such default with particularity, and Landlord shall have thirty (30) days after receipt of such notice within which to cure such default; provided, however, that if such default cannot reasonably be cured within such period of thirty (30) days, a default by Landlord shall not exist as long as Landlord commences with due diligence and dispatch the curing of such default within such period of thirty (30) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such default within a reasonable time. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages. Notwithstanding any other provision of this Lease, neither Landlord nor any of the other Landlord Parties shall have any personal liability under this Lease. In the event of any default by Landlord under this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Building, and in no event shall any deficiency judgment or personal money judgment of any kind be sought or obtained against Landlord or any of the other Landlord Parties.

ARTICLE 20

Landlord's Right to Cure Defaults

20.1 All agreements to be performed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of rent. If Tenant fails to pay any sum of money required to be paid by Tenant hereunder or fails to perform any other act on Tenant's part to be performed hereunder, Landlord shall have the right, without waiving or releasing Tenant from any obligations of Tenant, but shall not be obligated, to make any such payment or to perform any such other act on behalf of Tenant in accordance with this Lease. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable by Tenant to Landlord on demand, together with interest on all such sums from the date of expenditure by Landlord to the date of repayment by Tenant at the Interest Rate. Landlord shall have, in addition to all other rights and remedies of Landlord, the same rights and remedies in the event of the nonpayment of such sums plus interest by Tenant as in the case of default by Tenant in the payment of rent.

ARTICLE 21

Eminent Domain

21.1 If a material part of the Premises is taken for a period in excess of one hundred eighty (180) days by exercise of the power of eminent domain before the Commencement Date or during the

Lease Term, Landlord and Tenant each shall have the right, by giving written notice to the other within thirty (30) days after the date of such taking, to terminate this Lease. If either Landlord or Tenant exercises such right to terminate this Lease in accordance with this section 21.1, this Lease shall terminate as of the date of such taking. If neither Landlord nor Tenant exercises such right to terminate this Lease in accordance with this section 21.1, or if less than a material part of the Premises is so taken, this Lease shall terminate as to the portion of the Premises so taken as of the date of such taking and shall remain in full force and effect as to the portion of the Premises not so taken, and the Base Rent and amounts payable under sections 3.1(b) and 3.1(c) hereof shall be reduced as of the date of such taking in the proportion that the usable area of the Premises so taken bears to the total usable area of the Premises. If all of the Premises is taken by exercise of the power of eminent domain before the Commencement Date or during the Lease Term, this Lease shall terminate as of the date of such taking.

21.2 If all or any part of the Premises is taken by exercise of the power of eminent domain, all awards, compensation, damages, income, rent and interest payable in connection with such taking shall, except as expressly set forth in this section 21.2, be paid to and become the property of Landlord, and Tenant hereby assigns to Landlord all of the foregoing. Without limiting the generality of the foregoing, Tenant shall have no claim against Landlord or the entity exercising the power of eminent domain for the value of the leasehold estate created by this Lease or any unexpired Lease Term. Tenant shall have the right to claim and receive directly from the entity exercising the power of eminent domain only the share of any award determined to be owing to Tenant for the taking of improvements installed in the portion of the Premises so taken by Tenant at Tenant's sole cost and expense based on the unamortized cost paid by Tenant for such improvements, for the taking of Tenant's movable furniture, equipment, trade fixtures and personal property, for loss of goodwill, for interference with or interruption of Tenant's business, or for removal and relocation expenses, but only if such share does not reduce the amount otherwise payable to Landlord.

21.3 Notwithstanding anything to the contrary contained in this Article 21, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and amounts payable under sections 3.1(b) and 3.1(c) hereof shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

21.4 As used in this Article 21, a "taking" means the acquisition of all or part of the Premises for a public use by exercise of the power of eminent domain and the taking shall be considered to occur as of the earlier of the date on which possession of the Premises (or part so taken) by the entity exercising the power of eminent domain is authorized as stated in an order for possession or the date on which title to the Premises (or part so taken) vests in the entity exercising the power of eminent domain. Tenant hereby waives any and all rights it might otherwise have pursuant to section 1265.130 of the California Code of Civil Procedure.

ARTICLE 22
Subordination to Mortgages

22.1 This Lease shall be subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Building or on or against Landlord's interest or estate therein, all without the necessity of having further instruments executed by Tenant to effect such subordination. Notwithstanding the foregoing, in the event of a foreclosure of any such mortgage or deed of trust or of any other action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be terminated or extinguished, nor shall the rights and possession of Tenant hereunder be disturbed, if no Event of Default

exists under this Lease, and Tenant shall attorn to the person who acquires Landlord's interest hereunder through any such mortgage or deed of trust. Tenant agrees to execute, acknowledge and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of all such mortgages and deeds of trust as may reasonably be required by Landlord. Tenant hereby acknowledges that, after the date hereof, Landlord may obtain secured financing for the Building secured by a mortgage or deed of trust. If any lender secured or to be secured by a mortgage or deed of trust should require, as a condition to such financing, either execution by Tenant of an agreement requiring Tenant to send such lender written notice of any default by Landlord under this Lease, giving such lender the right to cure such default until such lender has completed foreclosure and preventing Tenant from terminating this Lease unless such default remains uncured after foreclosure has been completed, or any modification of the agreements, covenants or conditions of this Lease, or both of them, then Tenant agrees to execute and deliver such agreement or modification as required by such lender within ten (10) days after receipt thereof; provided, however, that no such modification shall affect the length of the Lease Term or increase the rent payable by Tenant under Article 3 hereof.

ARTICLE 23

Surrender of Premises; Ownership and Removal of Trade Fixtures

23.1 No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such subtenants or subtenancies.

23.2 Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 23 and section 8.2 above, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession, ordinary wear and tear and damage thereto by fire or other casualty excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions, voice and data cabling and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed; provided, however, that in lieu of removing certain cabling, Tenant shall, at Landlord's request, abandon and leave in place, without additional payment to Tenant or credit against rent, any cabling (including conduit) designated by Landlord and installed in the Premises or elsewhere in the Building by or on behalf of Tenant (including all connections for such cabling), in a neat and safe condition in accordance with the requirements of all applicable Legal Requirements, including the National Electric Code or any successor statute, and terminated at both ends of a connector, properly labeled at each end and in each electrical closet and junction box. Any such property not so removed by Tenant shall be deemed to be abandoned and at the option of Landlord shall either (a) become Landlord's property without any payment to Tenant or (b) remain Tenant's property, but Landlord shall have the right to sell or otherwise dispose of such personal property in any commercially reasonable manner, provided that any proceeds realized from the sale of Tenant's property shall be applied first to offset all expenses of storage and sale, then credited against Tenant's outstanding obligations under this Lease (including, without limitation,

past due rent amounts and any termination damages owing by Tenant to Landlord pursuant to Article 19 hereof), and any remaining balance shall be returned to Tenant.

ARTICLE 24
Sale

24.1 If the original Landlord hereunder, or any successor owner of the Building, sells or conveys the Building, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing after such sale or conveyance shall terminate and the original Landlord, or such successor owner, shall automatically be released therefrom, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attom to such new owner. All liabilities and obligations on the part of the original Landlord or such successor owner that accrued before the sale or conveyance shall remain the responsibility of the original Landlord or such successor owner. This Article 24 shall survive termination of the Lease.

ARTICLE 25
Estoppel Certificate

25.1 At any time and from time to time, Tenant shall, within ten (10) days after written request by Landlord, execute, acknowledge and deliver to Landlord a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (b) the Commencement Date, the Rent Commencement Date and the Expiration Date determined in accordance with Article 2 hereof and the date, if any, to which all rent and other sums payable hereunder have been paid; (c) that no notice has been received by Tenant of any default by Tenant hereunder which has not been cured, except as to defaults specified in such certificate; (d) that Landlord is not in default hereunder, except as to defaults specified in such certificate; and (e) such other matters as may be reasonably requested by Landlord or any actual or prospective purchaser or mortgage lender. Any such certificate may be relied upon by Landlord and any actual or prospective purchaser, mortgagee or beneficiary under any deed of trust of the Building or any part thereof.

ARTICLE 26
Waiver

26.1 The waiver by Landlord or Tenant of any breach of any agreement, covenant or condition in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, covenant or condition in this Lease, nor shall any custom or practice which may grow up between Landlord and Tenant in the administration of this Lease be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by Landlord or Tenant in strict accordance with this Lease. The subsequent acceptance of rent hereunder by Landlord or the payment of rent by Tenant shall not waive any preceding breach by Tenant of any agreement, covenant or condition in this Lease, nor cure any Event of Default, nor waive any forfeiture of this Lease or unlawful detainer action, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's or Tenant's knowledge of such preceding breach at the time of acceptance or payment of such rent.

ARTICLE 27
Notices

27.1 All notices that may be given or are required to be given by either Landlord or Tenant to the other under this Lease shall be in writing and shall be either hand delivered, delivered by a nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, certified mail with

return receipt requested, and addressed as follows: to Tenant, before the Commencement Date, at the address of Tenant specified in the Basic Lease Information, or at such other place as Tenant may from time to time designate in a notice to Landlord, and, after the Commencement Date, to Tenant at the Premises, or at such other place as Tenant may from time to time designate in a notice to Landlord; to Landlord at the address of Landlord specified in the Basic Lease Information, or at such other place as Landlord may from time to time designate in a notice to Tenant. All notices shall be effective on the date of delivery. If any notice is not delivered or cannot be delivered because the receiving party changed the address of the receiving party and did not previously give notice of such change to the sending party, or due to a refusal to accept the notice by the receiving party, such notice shall be effective on the date delivery is attempted. Any notice under this Lease may be given on behalf of a party by the attorney for such party.

ARTICLE 28
Miscellaneous

281 The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If there is more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. Time is of the essence of this Lease and each and all of its provisions. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant. Subject to Article 15 hereof, this Lease shall benefit and bind Landlord and Tenant and the personal representatives, heirs, successors and assigns of Landlord and Tenant. Unless required by a lender pursuant to section 22.1, neither this Lease nor any memorandum, short form, affidavit or other writing with respect thereto, shall be recorded by Tenant or anyone acting through, under or on behalf of Tenant.

. If any provision of this Lease is determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord. If Tenant requests the consent or approval of Landlord to any assignment, sublease or other action by Tenant, Tenant shall pay on demand to Landlord all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Landlord in connection therewith. This Lease shall be governed by and construed in accordance with the laws of the State in which the Building is located.

282 Landlord and Tenant each hereby expressly, irrevocably, fully and forever releases, waives and relinquishes any and all right to trial by jury and any and all right to receive from the other (or any past, present or future board member, trustee, director, officer, employee, agent, representative, or advisor of the other) punitive and exemplary damages and damages based on injury to or interference with such party's business, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring in any claim, demand, action, suit, proceeding or cause of action in which Landlord and Tenant are parties, which in any way (directly or indirectly) arises out of, results from or relates to any of the following, in each case whether now existing or hereafter arising and whether based on contract or tort or any other legal basis: this Lease; any past, present or future act, omission, conduct or activity with respect to this Lease; any transaction, event or occurrence contemplated by this Lease; the performance of any obligation or the exercise of any right under this Lease; the enforcement of this Lease; or Tenant's holding over in the Premises after the expiration or earlier termination of this Lease. Landlord and Tenant reserve the right to recover actual or compensatory damages, with interest, attorneys' fees, costs and expenses as provided in this Lease, for any breach of this Lease.

283 Tenant agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord, and that disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate with other tenants. Tenant hereby agrees that Tenant and its partners, officers, directors, employees, agents, real estate brokers and sales persons and attorneys shall not disclose the terms of this Lease to any other person without Landlord's prior written consent, except to any accountants of Tenant in connection with the preparation of Tenant's financial statements or tax returns, to an assignee of this Lease or sublessee of the Premises, or to an entity or person to whom disclosure is required by applicable law or in connection with any action brought to enforce this Lease.

ARTICLE 29

Authority

29.1 If Tenant is a corporation, partnership, limited liability company, trust, association or other entity, Tenant and each person executing this Lease on behalf of Tenant, hereby covenants and warrants that (a) Tenant is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Tenant has and is duly qualified to do business in the state in which the Building is located, (c) Tenant has full corporate, partnership, trust, association or other appropriate power and authority to enter into this Lease and to perform all Tenant's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Lease on behalf of Tenant is duly and validly authorized to do so. Concurrently with signing this Lease, Tenant shall deliver to Landlord a true and correct copy of resolutions duly adopted by the board of directors or other governing body of Tenant, certified by the secretary or assistant secretary of Tenant to be true and correct, unmodified and in full force, which authorize and approve this Lease and authorize each person signing this Lease on behalf of Tenant to do so.

ARTICLE 30

Complete
Agreement

30.1 There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, offers, agreements and understandings, oral or written, if any, between Landlord and Tenant or displayed by Landlord to Tenant with respect to the subject matter of this Lease, the Premises or the Building. There are no representations between Landlord and Tenant or between any real estate broker and Tenant other than those expressly set forth in this Lease and all reliance with respect to any representations is solely upon representations expressly set forth in this Lease. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord and Tenant.

Landlord and Tenant also desire to establish certain performance standards for Tenant's academic program, identify conditions under which Landlord may terminate the Lease, and specify certain oversight responsibilities for Landlord's management of the Premises.

1. **Early Termination.** The tenant may terminate the Lease in the event that the applicable charter authorizing entity non-renews or revokes Tenant's Charter notwithstanding Tenant's reasonably diligent and good faith efforts to maintain Tenant's Charter in good standing.
2. **School Performance Metrics.** In order to ensure that the Premises provide a safe and secure facility option for the highest possible quality of public education for West Contra Costa County children and that Tenant's use of the Premises is consistent with and advances Landlord's charitable objectives, the parties hereby establish nine "Performance Metrics" for Tenant as sets forth in Paragraphs (a) through (i), below. Tenant agrees to incorporate the Performance Metrics into its operational plans and will use its best efforts to meet or exceed each of the Performance Metrics listed below. In the event of a failure to meet any of the Performance Metrics contained in (a) through (c) below, Tenant shall notify Landlord immediately, and Landlord shall have the right to terminate the Lease effective at the end of the school year.¹

At the conclusion of each school year, Landlord will evaluate Tenant's progress in satisfying the remaining Performance Metrics based on information provided by Tenant in the Performance Metrics Report, defined below. If Landlord finds that Tenant has failed to meet one or more of the remaining Performance Metrics, Landlord shall notify Tenant of such determination. Except with respect to a failure to achieve any of Performance Metrics (a) through (c) below, Landlord shall provide Tenant with a reasonable opportunity to furnish Landlord with such additional information as may demonstrate to Landlord's satisfaction that Tenant has made satisfactory progress to substantially align its academic program and operational plans with the Performance Metrics, and has demonstrated satisfactory implementation of adequate corrective measures to achieve all Performance Metrics within a time period to be determined in Landlord's reasonable discretion. Landlord shall consider such additional information in good faith, following which Landlord shall determine in its sole discretion whether to terminate the lease.

In the event Landlord does not choose to exercise its right to terminate the Lease upon any failure to meet a Performance Metric, Tenant will adopt corrective measures to achieve conformance with the Performance Metrics, which corrective measures shall be implemented as soon as possible, but in any event prior to the start of the next school year. Tenant will provide a report to Landlord detailing the corrective measures to be implemented and will provide such periodic reports as Landlord may request to demonstrate progress toward compliance toward the Performance Metrics. In the event that Landlord finds that Tenant has (i) failed to achieve one or more of the Performance Metrics set forth in Paragraphs (d) through (i) or (ii) otherwise has failed to implement corrective measures described in the preceding sentence to Landlord's reasonable satisfaction for a given school year, Landlord may terminate the Lease for the following school year upon at least 30 days written notice. (For example, if the Performance Metrics are not met for the 2021 school year and Tenant fails to implement acceptable corrective measures, Landlord may terminate the lease for the 2022 school year.) Landlord's determination not to exercise its right to terminate the Lease in any circumstance set out in this [Section 3] shall not constitute a waiver or forfeiture of Landlord's right to terminate the Lease in the event of any subsequent failure to meet the same or any other Performance Metric.

- a. Tenant's Charter. Tenant's Charter shall not lapse, be non-renewed or suffer revocation during the Term. Tenant agrees to appeal any decision by the charter authorizer that would cause Tenant's Charter to lapse, be non-renewed, or suffer revocation to the extent allowed by law.
- b. WASC Accreditation. Tenant shall maintain accreditation by the Western Association of Schools and Colleges (WASC) for its school program. Tenant agrees to appeal any decision by WASC that would cause Tenant to lose such accreditation.
- c. Tax and Non-Profit Status. Tenant shall maintain its status as a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and as a California public school pursuant to Section 202 of the California Revenue and Taxation Code.
- d. Student Population Served. Tenant shall maintain admissions and recruitment policies and procedures designed to attract socio-economically disadvantaged students and historically underserved students. Tenant agrees to use its best efforts to serve a student population that is comprised of a minimum of fifty percent (50%) students who qualify for Free and Reduced-Price Meals.
- e. Community Served. Tenant shall use its best efforts to maintain a student population that is comprised of students with the same racial and ethnic demographic characteristics as the West Contra Costa Unified School District.
- f. High School Graduation Rates. Tenant shall maintain a high school graduation rate of no less than ninety percent (90%).

- g. Course Quality. Tenant agrees to support students by maintaining academic courses that the University of California Office of the President approves as “A-G” Eligible so that at least 90% of students are eligible to matriculate to a California public university. Tenant shall maintain a rigorous and varied set of core, elective, and AP courses.
- h. College-Readiness. Tenant shall design and implement priorities and standards within its academic program so that all students graduate with skills and training meeting “college-readiness” standards (as defined by the California Department of Education) necessary to enroll in four-year college programs.
- i. College Matriculation Rates. At least ninety percent (90%) of students that complete Tenant’s academic program are expected to matriculate to post-secondary education institutions.

3. Tenant Reporting. As a condition of Landlord’s support for its academic program, Tenant agrees to perform the following reporting and related obligations

- a. Audited Financials. Tenant agrees to provide Landlord with a copy of its audited financials annually.
- b. Annual School Performance Evaluation. No later than December 1 every year, Tenant agrees to submit a written summary of activities highlighting successes, challenges, and adjustments for the new school year.
- c. Performance Metric Report. As soon as reasonably practicable following the close of every school year, but no later than December 1, Tenant shall provide Landlord with a report (the Performance Metrics Report) in a form reasonably satisfactory to Landlord, which contains all information reasonably required by Landlord to confirm Tenant’s compliance and progress with respect to each of the Performance Metrics. Tenant’s failure to timely deliver the Performance Metrics Report is grounds for termination by Landlord.
- d. Board Presentations. Upon request of Landlord, Tenant agrees to send one or more representatives to the next available meeting of the Making Waves Foundation Board of Directors to share updates, data, and analysis on the progress of the program.
- e. Timely Response. Tenant’s Chief Business Officer (or a designee of the CEO) shall respond in a timely fashion to requests for up-to-date financials either on a schedule established by MWF or as needed.
- f. Notice requirements.
 - i. Tenant shall immediately notify Landlord in writing of any change in, denial or revocation of, or written challenge to, the tax-exempt status, non-private foundation status, or nonprofit corporate status of Tenant by any relevant governmental entity, and shall notify Landlord in writing within 30 days of determining that any such governmental entity may have reasonable cause to institute such a challenge.
 - ii. Within 30 days of Tenant’s knowledge that any action, suit, inquiry, proceeding or investigation against or affecting Tenant or the Premises has been threatened or filed, Tenant shall notify the Landlord in writing.
 - iii. Tenant shall notify the Landlord if the Tenant has terminated its CEO, and will consult with the Landlord in good faith regarding any minimum qualifications for a replacement CEO as well as regarding any candidates for the position, provided, that although Landlord shall be entitled to suggest replacements for the position to be considered in good faith by Tenant, for the avoidance of doubt, the ultimate decision shall be made solely by Tenant in its sole discretion.

- 4. Landlord Oversight.** In the Lease, Tenant has agreed to perform routine maintenance and custodial services for the Premises. Without supplanting or limiting Tenant’s obligation to keep the Premises in a clean, safe, orderly and sanitary condition, Landlord agrees to assign appropriate maintenance staff to provide regular oversight and management of the Premises to ensure that all fixtures, surfaces, building systems and equipment are maintained in good working order and free from defects and hazardous conditions. Any maintenance staff person assigned by Landlord who may enter the Premises when students are present shall, prior to entry, register with the front desk at the Premises and maintain on file with Landlord a criminal background investigation required by Education Code Section 45125.1, which shall confirm that the individual has not been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (embezzlement, perjury, fraud, etc.), or any offense which may make the individual unsuitable/undesirable to work around students. Landlord shall request and receive subsequent arrest notifications for all such persons from the California Department of Justice to ensure ongoing safety of students. Any persons assigned by Landlord who may have frequent or prolonged contact with students shall have undergone a tuberculosis risk assessment and/or been examined and determined to be free of active tuberculosis. Landlord shall require all such persons to provide Landlord with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial assignment. Landlord shall maintain current tuberculosis clearances for all such personnel.
- 5. Tenant’s Liability Upon Termination.** In the event of termination, Tenant shall have no further obligations under this Lease from and after the date of such termination, except for obligations that accrued prior to the date of such termination.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first hereinabove written.

<p>TENANT: Making Waves Academy, a California Corporation By: _____ Name: _____ Title: _____ Date: _____</p>	<p>LANDLORD: Making Waves Foundation, Inc., a California Corporation By: _____ Name: _____ Title: _____ Date: _____</p>
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Exhibit A

Coversheet

e-Rate Contract

Section: IV. Action Items
Item: F. e-Rate Contract
Purpose: Vote
Submitted by: Damon Edwards

Related Material:

CDW-G E-Rate Response - Making Waves Academy - F470 Number 200022384.pdf
Comcast Making Waves Academy E-Rate Service Agreement 031120.pdf

BACKGROUND:

“eRate,” is a federally mandated program that provides discounts of up to 90 percent to help eligible schools obtain affordable Internet access. MWA accepted an e-Rate bid from Comcast for Internet connectivity and a bid from CDWG for network hardware.

RECOMMENDATION:

Please approve the 24 month Comcast agreement and the CDWG purchase agreement. Combined annual fiscal impact before eRate Funding: \$95,117. Combined annual fiscal impact after eRate Funding: \$31,565.

MAKING WAVES ACADEMY

Response for FCC Form 470 Number 200022384

03/10/2020

E-Rate Year 22 / Funding Year 2019-2020

Digital Copy



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Vernon Hills, IL 60061





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MAKING WAVES ACADEMY
4123 LAKESIDE DRIVE
RICHMOND, CA 94806

03/10/2020

RE: CDW•G's Response to FCC Form 470 Number 200022384

Dear Mr. Edwards,

CDW•G understands the objective of the RFP is for Making Waves Academy to identify a reliable and experienced supplier partner capable of managing your Internal Connections. Our response demonstrates CDW•G's ability to contribute to the overall success of this initiative. Specific advantages of partnering with us include:

- Extensive customized configuration services ensures products arrive at your locations ready to plug and play, maximizing your staff's productivity
- Highly trained and experienced account team, including a dedicated account manager is responsible for coordinating all of your needs and ensuring customer satisfaction
- Valuable presales consulting expertise assists with developing solutions that provide robust functionality, efficiencies, and cost savings.

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact your Account Manager, Austin Romero, at (312) 547-2890, or via email at austrom@cdwg.com. We thank you for the opportunity to participate in this RFP process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Flood", with a long horizontal line extending to the left.

Matt Flood
Supervisor, Proposals
CDW Government, LLC

CDW Government Overview

CDW is a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. A Fortune 500 company with multi-national capabilities, CDW was founded in 1984 and employs more than 9,000 coworkers. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

CDW QUICK FACTS

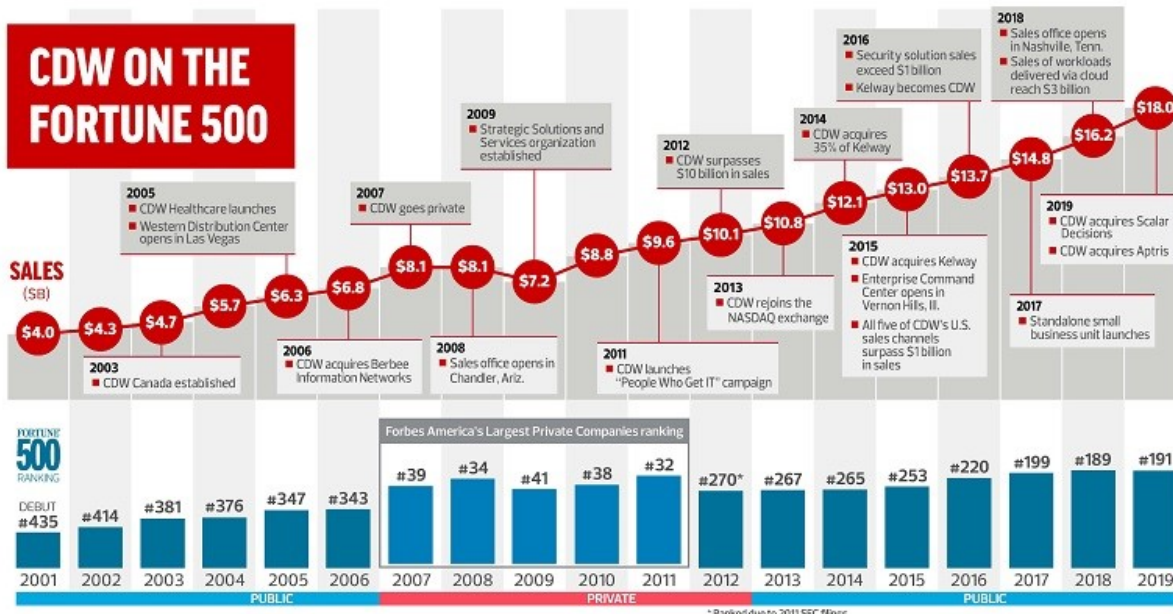
- **Headquarters:** Vernon Hills, IL
- **2019 Annual Net Sales:** \$18.0B
- **# of Coworkers:** 9,900+
- **# of U.S. Sales Offices:** 26
- **# of Customers:** 250,000+
- **Fortune 500 Rank:** 191

Our broad array of offerings range from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. We are technology “agnostic,” with a product portfolio that includes more than 100,000 products from more than 1,000 brands. We provide our products and solutions through our sales and service delivery teams, consisting of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers.



CDW debuted on the Fortune 500 in 2001, at No. 435. CDW’s rise in the rankings highlights its sustainable, profitable growth over the years, from \$4 billion in sales in 2001 to over \$18 billion in 2019. CDW now ranks at number 191 on the FORTUNE 500 list. CDW ranks at No. 5 on CRN’s 2019 Solution Provider 500 list.

CDW Government LLC is the wholly-owned subsidiary of CDW LLC. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education.



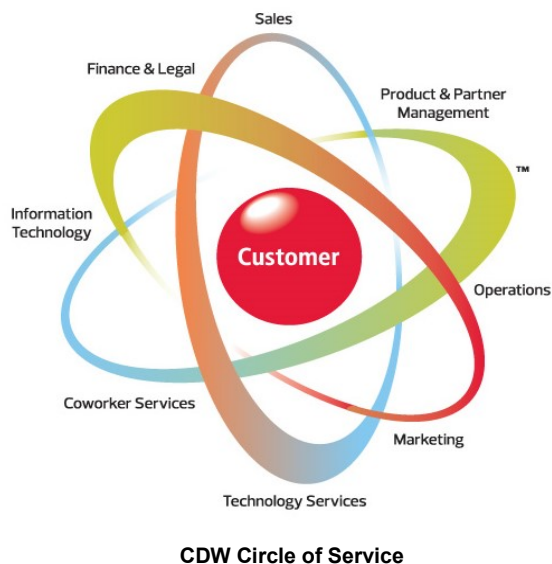
Total Solutions

CDW offers a full range of products and services that enable your organization to develop the best total solution to meet your specific needs while attaining the most value for your organization. CDW provides expert consulting, design, configuration, installation, and lifecycle management services. Our offerings are extremely comprehensive as follows:

CDW OFFERINGS	
PRODUCTS & PARTNERSHIPS	100,000+ products from more than 1,100 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware
TECHNOLOGY SERVICES	<ul style="list-style-type: none"> ▪ e-Procurement integration ▪ Leasing services ▪ Managed services ▪ Pre-shipment configuration ▪ Professional services ▪ Warranty and maintenance
TOTAL SOLUTIONS	<ul style="list-style-type: none"> ▪ Cloud ▪ Collaboration ▪ Data center and networking ▪ Managed Print Services ▪ Point of Sale ▪ Security ▪ Software management ▪ Total Mobility Management

Customer-Focused Philosophy

CDW continues to maintain the strong customer focus that has been the key to our success. We adhere to a core philosophy known as the CDW Circle of Service, which means that everything we do revolves around you – the customer. It drives us to provide outstanding customer service and the best value. Our objective is to have Making Waves Academy view us as a valuable extension of your IT staff. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our Market Research Team works with a third-party research firm to measure customer loyalty and satisfaction through customer surveys.



Strengths, Best Practices, and Value

By aligning with CDW, your organization can take advantage of our strengths, best practices, and value-added services. Highlights include:

- Experienced account team supports your day-to-day IT needs and also helps develop appropriate strategies for future product and service needs.
- Value-added presales consulting resources ensure solutions are tailored to meet your operational and budgetary requirements.
- Strong partnerships with vendors enable us to provide technology roadmaps, quick responses to questions, and competitive pricing.
- On-line procurement capabilities streamline and standardize purchasing as well as support flexible reporting and improved decision making.
- Two large ISO 9001 certified distribution centers, efficient inventory management capabilities, and distribution channel partnerships result in quick product turnaround.
- Highly trained and experienced technicians provide pre-shipment configuration services and quality assurance checks to maximize productivity.
- Flexible logistical capabilities accommodate standard or urgent delivery.
- Our breadth and depth of capabilities enables us to deliver a streamlined and cost-effective total solution from planning to ongoing management.
- CDW's business model provides local and nationwide support.
- Our financial strength and leadership will enable us to continue supporting Making Waves Academy with leading-edge technology solutions.

Large Onsite Inventories

CDW has two large strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

CDW holds \$220M of inventory, on average, in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,100 leading manufacturers.



450,000-square-foot distribution center in IL

513,000-square-foot distribution center in NV

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

Funding Information & CDW•G Resources

While we utilize many avenues to lower costs, our primary focus is being the best-valued solution for Making Waves Academy. While providing strategic cost savings for our customers, we do not sacrifice our unique value added offerings, because we know long term we are providing substantial savings and support. As a vendor agnostic technology integrator, we do not push brands; we orchestrate best fit solutions. This is because Making Waves Academy is better off with solutions that make the most sense for their need. We have relationships with all the top manufacturers and service partners and have compared each of their offerings to your unique needs and objectives. For Making Waves Academy's deployment, we have tailored a custom solution which provides the most value to you for every stage of your program.

We know Making Waves Academy's need for vendor support does not stop at deployment completion. Maintaining technology program innovativeness and alignment with your education goals is a continuous and daunting task. In fact, in a year, your program will look very different. You need a vendor that does more than meet your RFP's technology requirements; you need a vendor **partner** that shares a passion for education and continued development. CDW•G does not rest on our laurels; we pledge to remain dedicated to supporting the full scope of Making Waves Academy's technology and related educational needs. Our partners all offer the same enthusiasm, ensuring we achieve all Making Waves Academy's program goals.

CDW•G addresses Making Waves Academy's RFP requirements to highlight our proposed value-added services; aimed at increasing educator effectiveness, saving you budget dollars and saving you valuable IT staff time.

Get-Ed Funding Overview

[GetEdFunding.com](https://www.getedfunding.com)

CDW•G hosts GetEdFunding.com, a free grant-finding resource, providing access to billions of dollars' worth of educational funding opportunities. As the sponsor of the GetEdFunding website, CDW•G's mission is to help educators and institutions to uncover the funds they need to supplement shoestring budgets, expand innovative programs, prepare students for the increasingly complex skills they'll need to participate in tomorrow's workforce and help close the equity gap in educating students from all backgrounds and circumstances.

This tool is dedicated to helping educators identify the funding that is needed to take learning to the next level. At GetEdFunding.com, Making Waves Academy can:

- Access resources including advice, best practices, workshop videos, and more
- Create a profile and receive alerts for new opportunities as soon as they become available
- Research funding options to discover the solutions that are right for you
- Search through **thousands of active grants and awards**

This site is current, built by tapping by a wide range of print and electronic sources, web searches, organizations' web pages, communication with program administrators, and conversations with long-standing contacts. In the case of federal grants, which rely on congressional approval for continued funding, best efforts have been made to tie down agencies' sense of the likelihood of future funding. Those programs pending congressional approval are included in this collection so that they may get on your radar as future possibilities.

GetEdFunding is created by educational professionals, for educational professionals. It is designed to be an easy-to-use, relevant and reliable database. Former and currently practicing educators from various levels of pre-K through higher education and experienced educational publishing

writer/editors have touched every stage of this database development. Their work included conducting research, writing entries, fact-checking, aligning curriculum, copyediting, data entry, and beta testing, among others. In addition to experienced educational publishing professionals, the team includes an education grant specialist, community college instructor, high school math teacher, special needs educator, district technology coordinator, library/media specialist, ELL teacher and elementary teacher.

This site helps Making Waves Academy reduce the energy your teachers are spending to search for programs and money. This rich resource of grant and funding opportunities is expanded, updated, and monitored daily. You can search by six criteria, including 41 areas of focus, eight content areas and any of the 21st century themes and skills that support your curriculum. Once you are registered on the site, you can save the grants of greatest interest, then return to read about them at any time. Further, this site provides a tool for your teachers to tap into resources that are already available and applicable to their learning plans. For example, there are over 60 STEM specific programs currently available for application.

CDW•G K-12 Resources

As mentioned in our cover letter, CDW•G provides K-12 educational collaborators to assist in aligning Making Waves Academy's Standards-Based Teaching & Learning Framework with your technology roadmap. CDW•G's Learning Environment Advisors (LEAs) team are available for future discussion with Making Waves Academy when strategizing your technology program roadmap. Working with the leading OEMs in the industry, the role of the LEA serves as a critical vendor-agnostic voice to assist Making Waves Academy in sorting through all the major education platforms when making your mobility and hardware decisions. With the LEAs being vendor-neutral, Making Waves Academy can be confident you are getting suggestions for solutions that best fit your systems and processes.

Academics and Technology have become so intertwined, it only makes sense to blend both of these program goals into one. This furthers collaboration, as you get both IT Staff and Educators providing expert insight in the development and vetting of what works and does not work for your schools. The available CDW•G resources unite both viewpoints and ensure Making Waves Academy's technology program is successful from both an operational and an academic perspective. Lock-stepping your programs provides a greater benefit to your classrooms than struggling to keep two programs on pace with each other.

Additional CDW•G Resources

Additional resources CDW•G offers for instructional support and collaboration to assist educators in creating a 21st century learning environment include:

- Free semiannual editions of *The Big Deal Book of Technology*. This resource offers guidance on where to obtain grant funding for educational technology and professional development workshop and includes links to websites that educators in your school may find useful.
- **EdTech: Focus** publications help K-12 school district technology managers and campus IT staff doing their jobs more effectively. Descriptions of best practices, special features, product reviews and case studies from the field showcase technology's impact on teaching, learning and administrative services on school campuses of all types and sizes.
- Edtechmag.com: The electronic version of our EdTech publication, this site offers lesson plans, thought-leadership videos, whitepapers, case studies, and research reports that

provide in-depth perspectives of emerging trends and technologies. Additional on this site, PSD educators will find a calendar of events coverage, reference guides, and insightful webinars in which schools and institutions discuss their best practices, share perspectives and provide recommendations.

CDW•G as a Partner in Student Development

We believe that technology empowers students and educators to make the learning process more interactive, individualized, and hands-on. If properly deployed, technology fosters a more effective learning environment that helps students develop the necessary 21st century skills to succeed in their current environment, at the college level, and in their future careers.

For this reason, CDW•G applauds Making Waves Academy for your work in providing students the opportunity to unlock their potential through individualized, technology-based education and the impact you have had in the success of so many students. We are humbled to contribute to this mission and have enjoyed our history collaborating with Making Waves Academy to provide students affordable access to technology. Like technology, we continue to focus on process improvements to ensure we remain a contributing factor to the success of the Making Waves Academy program. We highlight our processes and proposed improvements in our responses below.

CDW•G’s Flexibility to Increase Capacities in our Distribution and Configuration Centers

CDW•G’s extremely efficient inventory and distribution systems have the capacity to handle 310,000 units per day: 150,000 units at the Vernon Hills, IL Distribution Center and 160,000 units at the Las Vegas, NV Distribution Center.

In 2018, CDW processed more than 50% to 60% of our IT sales from our two distribution facilities. Even these impressive figures represent only a little more than half of our current capacity. As depicted in the graph below, we have the flexibility to increase capacity in all aspects of the procurement process. By design, neither location utilizes its full capacity, so we are able to scale to fulfill large orders. For instance, if a customer purchases a substantial quantity of servers, we utilize the available space to house and stage the equipment for configuration and shipment. This process enables a fast turnaround to our customers so that they are able to utilize their products quickly, rather than waiting extensive periods of time.

Our specialists work with **OVER \$1 BILLION** worth of products per year and can perform over 10,000 custom configurations per day.

Estimated Daily Capacities	Average Current Utilization	Flexibility to Increase Capacity
Configure 10,000 + Devices	2,500 Configurations	51%
Process 310,000 Units	135,000 Units	56%

CDW•G E-Rate Experience

CDW•G is the wholly owned subsidiary of CDW LLC that focuses on the public sector, including federal, state, and local government agencies, educational institutions, and healthcare facilities. With over 200 government and education contracts, we are the nation's largest direct response provider of multi-brand technology products and services.

We focus on building strong relationships with our K–12 customers by leveraging our knowledgeable account managers and technical specialists to provide extensive pre- and post-award support. Our experts lead the industry in public-sector customer service and product knowledge, directly benefitting the officers, administrators, and staff of our public safety customers.

Based upon both exponential growth within the K–12 & Library market and accolades from our OEM partners, CDW•G has continued our investments into resources to support our customers nationwide. Those resources include our Business Development team, which consists of former educators and classroom technology specialists whose primary focus is helping our customers implement solutions attuned to the needs of IT, leadership, and curriculum. These solutions are created with realistic budget constraints in mind, often in conjunction with E-Rate funding initiatives, led by Learning Environment Advisors (LEAs) advising on the top issues in the changing 21st century classroom environment.

Credentials and Certifications

CDW•G holds several ISO certifications, including 9001:2008. Our 9001:2008 certificate of registration covers a scope of sales, configuration, repair, and support of computer and related technology. Our 14001:2004 certificate of registration includes environmental activities related to product/service management, inventory control, shipping, customer service, returns management, and receiving computers and related technologies (excluding the office, cafeterias, and lessee areas).

A Powerful E-Rate Partner

CDW•G is proud to have participated in E-Rate Projects for Category 2 since 1998, when our company was founded. During that time, we have been awarded over 14,000 E-Rate projects totaling over \$436M in total equipment delivered to schools throughout the United States. Due to our streamlined and best-practice system of checks and balances, we have never lost funding for a school, as substantiated by countless audits. Our **dedicated E-Rate invoice team** ensures expert handling of both BEAR and SPI E-Rate invoicing.

E-Rate Program Management

David White, Program Manager, and **Amy Passow**, E-Rate Specialist, offer K–12 entities their knowledge, assistance, and advisement on E-Rate matters, including but not limited to Program compliance and adherence. Mr. White prepares contract deliverable reports and makes modifications, as necessary, including price reductions, additions, discontinued products, replacements, and version changes. He ensures that price and supply agreements are in place from award through completion and that the E-Rate bidding, ordering, invoicing, and funding are all seamless and easy for entities to complete.

Ms. Passow ensures CDW•G is working with E-Rate applicants in compliance with rules and regulations throughout the process. She advises on the appropriate engagement before and after Form 470 filings and works with our operations teams to ensure E-Rate ordering, invoicing, and delivery are compliant; additionally, Ms. Passow assists applicants with PIA reviews and preparation of Item 21 Forms as part of the Form 471 process.

Account Management Team

Austin Romero

Account Manager

Toll Free Phone: (877) 283-5780

Email: austrom@cdwg.com

Mike Reorowicz

Sales Manager

Phone: (877) 424-2178

Email: mikereo@cdwg.com

Tony Vitale

Director, Area Sales

Toll Free Phone: (866) 579-6344

Email: tonyvit@cdw.com

David White

ERATE Program Manager

Direct Phone: (312) 547-2848

Email: davidwh@cdw.com

Mark Ellis

Manager, Program Management

Direct Phone: (732) 982-0390

Email: markeli@cdwg.com

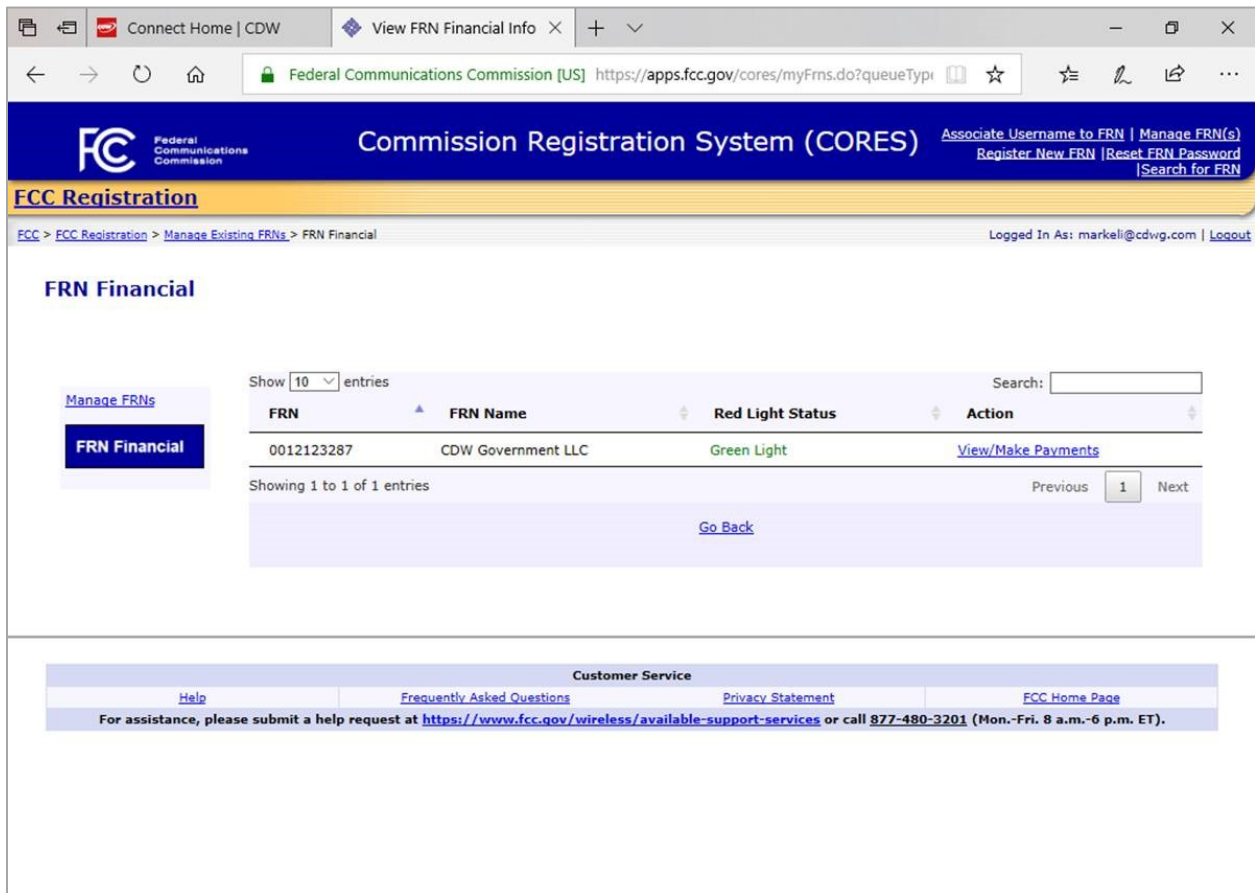
Stephanie Santander

Director, Program Sales

Direct Phone: (847) 371-5082

Email: stephanie.santander@cdw.com

FCC FRN E-Rate Display System Status



The above screen shot is from October 9th, 2019 - CDWG remains in Green Light Status. Upon request, CDWG can provide an updated screenshot.

Spin #143005588

FCC Registration #0012123287

Pricing Offer

**CDW Government LLC
Purchase Agreement for E-Rate Customers
200022384 Pricing
Contract #231847
Spin #143005588
FCC Registration #0012123287**

This E-Rate Customer Purchase Agreement (this "Agreement") is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and MAKING WAVES ACADEMY, a non-profit school or library eligible for Universal Service funding, with offices at 4123 LAKESIDE DRIVE, RICHMOND, CA 94806 ("Customer") and is effective on April 1, 2020 ("Effective Date").

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

"E-Rate" – The education rate funding program that is a part of the Schools and Libraries Program that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.

"Products" – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.

"Customer" – an E-Rate customer that is a school or library eligible to participate in the E-Rate program and, that is applying for E-Rate discount on Products ordered from Seller.

"Funding Commitment Decision Letter" or "FCDL" – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.

"Funding Year" – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products.

"SLP" - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission ("FCC").

"Universal Service Administrative Co." or "USAC" – The not for profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions of the BuyQ National Charter School Contract MV-IT-001, effective 05/15/2013 (the "Terms and Conditions"), unless otherwise stated herein.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller.

3. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer’s purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP’S APPROVAL OF THE PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller’s opinion, Customer’s financial condition, previous payment record, or the nature of Customer’s relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer’s quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms

Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.

1. Form 474 Service Provider Invoice (SPI) Method

Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

All payments, regardless of method, shall be submitted to the address set forth below:

CDW Government LLC
 Attn: Accounts Receivable
 230 N. Milwaukee Ave.
 Vernon Hills, IL 60061

CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller’s advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall commence on April 1, 2020 (“Effective Date”) and be valid through Funding Year 23. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order upon written notice to Seller in the event that funds are not appropriated to Customer under this program (“Termination Notice”). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any

Contract Name: 200022384 Pricing

CDW-G E-Rate Contract #231847

Products that Seller has shipped or services already provided or subscribed and purchased prior to Seller’s receipt of the Termination Notice. Customer shall also be responsible for any of Seller’s out-of-pocket costs arising as a result of any such termination.

The term of this Agreement may be renewed in the event that Customer receives an extension of funding from the SLP and upon Seller’s and Customer’s mutual written consent.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:

MAKING WAVES ACADEMY

4123 LAKESIDE DRIVE
RICHMOND, CA 94806

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein Customer shall submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. **This contract is for Funding Year 23 (2020) which is effective as of July 1, 2020 and terminates on June 30, 2021.**

CDW Government LLC

Customer

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Name: 200022384 Pricing

CDW-G E-Rate Contract #231847

EXHIBIT I
Quote



QUOTE CONFIRMATION

DEAR DAMON EDWARDS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LGZL763	3/4/2020	CISCO ERATE	12272277	\$36,584.47

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Catalyst 3850-24P-S - switch - 24 ports - managed - rack-mountable Mfg. Part#: EDU-C3850-24P-S UNSPSC: 43222612 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	2	4037520	\$4,454.36	\$8,908.72
Cisco Catalyst 3850-48P-S - switch - 48 ports - managed - rack-mountable Mfg. Part#: EDU-C3850-48P-S UNSPSC: 43222612 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	2	3976854	\$7,690.60	\$15,381.20
Cisco StackWise 480 - stacking cable - 10 ft Mfg. Part#: STACK-T1-3M= UNSPSC: 26121604 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	1	2944939	\$175.00	\$175.00
Cisco StackWise 480 - stacking cable - 1.6 ft Mfg. Part#: STACK-T1-50CM= UNSPSC: 26121609 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	2	2987613	\$60.00	\$120.00
Cisco StackPower - power cable - 5 ft Mfg. Part#: CAB-SPWR-150CM= UNSPSC: 26121636 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	1	2105582	\$72.00	\$72.00
Cisco StackPower - power cable - 1 ft Mfg. Part#: CAB-SPWR-30CM= UNSPSC: 26121636 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	2	2089728	\$65.00	\$130.00
Cisco - power supply - hot-plug / redundant - 1100 Watt Mfg. Part#: PWR-C1-1100WAC= UNSPSC: 39121004 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	2	3003028	\$840.00	\$1,680.00
Cisco - expansion module Mfg. Part#: C3850-NM-4-10G= UNSPSC: 43201404	3	2970192	\$2,340.00	\$7,020.00

QUOTE DETAILS (CONT.)

Contract: BuyQ National Charter School Contract MV-IT-001
(MV-IT-001)

PURCHASER BILLING INFO		SUBTOTAL	\$33,486.92
Billing Address: MAKING WAVES ACADEMY ACCTS PAYABLE 4123 LAKESIDE DR RICHMOND, CA 94806-1942 Phone: (510) 262-1511 Payment Terms: ERATE QUOTES ONLY		SHIPPING	\$0.00
		SALES TAX	\$3,097.55
		GRAND TOTAL	\$36,584.47
		DELIVER TO	
Shipping Address: MAKING WAVES ACADEMY DAMON EDWARDS 4123 LAKESIDE DR RICHMOND, CA 94806-1942 Phone: (510) 262-1511 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Austin Romero

(877) 283-5780

austrom@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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QUOTE CONFIRMATION

DEAR DAMON EDWARDS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LGWF235	3/2/2020	EATON ERATE	12272277	\$12,095.65

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Eaton 9PX 9PX3000RTN - UPS - 2700 W - 3000 VA Mfg. Part#: 9PX3000RTN UNSPSC: 39121011 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	3	4169713	\$2,402.99	\$7,208.97
Eaton Extended Battery Module - battery enclosure - lead acid Mfg. Part#: 9PXEBM72RT UNSPSC: 26111723 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	3	4167298	\$510.46	\$1,531.38
Eaton 5P 1500 VA 120V Rack/Tower 2U - UPS - 1.44 kW Mfg. Part#: 5P1500RT UNSPSC: 39121011 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	2	2777192	\$640.27	\$1,280.54
Eaton Network M2 - remote management adapter Mfg. Part#: NETWORK-M2 UNSPSC: 43201404 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	2	5364622	\$247.57	\$495.14
Eaton Environmental Monitoring Probe - Gen 2 - environment monitoring devic Mfg. Part#: EMPDT1H1C2 UNSPSC: 43222634 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	3	5460375	\$185.17	\$555.51

PURCHASER BILLING INFO	SUBTOTAL	\$11,071.54
Billing Address: MAKING WAVES ACADEMY ACCTS PAYABLE 4123 LAKESIDE DR RICHMOND, CA 94806-1942 Phone: (510) 262-1511 Payment Terms: ERATE QUOTES ONLY	SHIPPING	\$0.00
	SALES TAX	\$1,024.11
	GRAND TOTAL	\$12,095.65
	DELIVER TO Shipping Address: MAKING WAVES ACADEMY DAMON EDWARDS 4123 LAKESIDE DR RICHMOND, CA 94806-1942 Phone: (510) 262-1511 Shipping Method: UPS Ground (2-3 days)	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Austin Romero

(877) 283-5780

austrom@cdwg.com

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QUOTE CONFIRMATION

DEAR DAMON EDWARDS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LGVV688	3/2/2020	RUCKUS ERATE	12272277	\$13,399.61

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Ruckus ZoneFlex R720 - wireless access point Mfg. Part#: 901-R720-US00 UNSPSC: 43223108 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	11	4643204	\$555.00	\$6,105.00
Ruckus WatchDog Advanced Hardware Replacement - extended service agreement Mfg. Part#: 803-R720-3000 UNSPSC: 81111811 Electronic distribution - NO MEDIA Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	11	5467536	\$145.00	\$1,595.00
Ruckus T610 - wireless access point Mfg. Part#: 901-T610-US01 UNSPSC: 43223108 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	4	4460329	\$815.00	\$3,260.00
Ruckus WatchDog Advanced Hardware Replacement - extended service agreement Mfg. Part#: 803-T610-1000 UNSPSC: 81111811 Electronic distribution - NO MEDIA Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	4	4729895	\$112.00	\$448.00
RUCKUS SZ VSZ AP WATCHDOG SUP 1Y Mfg. Part#: S41-0001-1LER Electronic distribution - NO MEDIA Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	15	4513027	\$14.00	\$210.00
Ruckus SmartZone 100 - upgrade license - 1 access point Mfg. Part#: L09-0001-SG00 UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	15	3616702	\$45.00	\$675.00
Ruckus network device mounting kit Mfg. Part#: 902-0125-0000 UNSPSC: 31162313 Contract: BuyQ National Charter School Contract MV-IT-001 (MV-IT-001)	4	4625123	\$55.00	\$220.00

PURCHASER BILLING INFO		SUBTOTAL	\$12,513.00
Billing Address: MAKING WAVES ACADEMY ACCTS PAYABLE 4123 LAKESIDE DR RICHMOND, CA 94806-1942 Phone: (510) 262-1511 Payment Terms: ERATE QUOTES ONLY		SHIPPING	\$0.00
		SALES TAX	\$886.61
		GRAND TOTAL	\$13,399.61
DELIVER TO		Please remit payments to:	
Shipping Address: MAKING WAVES ACADEMY DAMON EDWARDS 4123 LAKESIDE DR RICHMOND, CA 94806-1942 Phone: (510) 262-1511 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION			
	Austin Romero	(877) 283-5780	austrom@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
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ERATE Order Process

1. Ordering

Purchase orders should be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave. Vernon Hills, IL 60061
Phone: 800.328.4239

Fax: Please fax Purchase Orders to your Account Manager, see 'Account Team' section.

2. Required Information

All orders must include

- a. Contact name, Phone number
- b. Purchase order number
- c. Part number, Product description
- d. Pre-discount and discounted product price
- e. Percentage Customer owes and percentage SLD owes (SPI – Form 474 Method)
- f. Ship to location, Bill to location
- g. FRN (Funding Request Number) for each part number
- h. Billing method (BEAR – Form 472 or SPI – Form 474)

SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E- RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

3. Assistance With Order

Customer may call 1-800-328-4239 for assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. Price and Payment Terms

a. Price

Price shall be as stated in the quotation attached hereto as Exhibit I by Seller's Account Manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

b. Payment Terms (Customer must choose one)

- i. **Form 474 Service Provider Invoice (SPI) Method**
 - Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.
- ii. **Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**
 - Seller will invoice Customer for pre-discount portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

5. Payment Method

All payments for both methods shall be submitted to the address presented below:

CDW-G - Attn: Accounts Receivable
230 North Milwaukee Avenue
Vernon Hills, IL 60061

- i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.
- ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.



Service Agreement (E-Rate)

This Service Agreement (“Agreement”) is entered into on March 11, 2020 (“Effective Date”) by and between Comcast Cable Communications Management, LLC, a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering Service(s) as identified below, with offices located at 1701 JFK Blvd., Philadelphia, PA 19103 and Making Waves Academy (“Customer”), with offices located at 4123 Lakeside Drive, Richmond, CA 94806. Herein, the above shall be collectively referred to as “Parties” and individually as “Party”.

This Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its applicable operating affiliates and subsidiaries (identified above, “Comcast”) will provide communications and other Service(s) to the above Customer. This Agreement consists of this document (“Service Agreement Cover Page”), the Comcast General Terms and Conditions for E-Rate (“General Terms and Conditions”), Sales Order(s), the Product Specific Attachment(s) applicable to the ordered Service(s) (“PSA(s)”), and any written amendments to the Agreement and executed by both Parties, if any (“Amendment(s)”), collectively referred to as the “Agreement”. In the event of an explicit inconsistency among these documents, precedence will be as follows: (1) Amendment(s), (2) PSA(s), (3) General Terms and Conditions, (4) this Service Agreement Cover Page, and (5) Sales Order(s). The PSA(s) are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Service(s) is also subject to the High-Speed Internet for Business Acceptable Use Policy (“AUP”) located at <http://work.comcast.net/legal/aup.asp> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (“Privacy Policy”) located at <http://work.comcast.net/legal/privacy.asp> (or any successor URL). Comcast may update the PSA(s), AUP and Privacy Policy from time to time upon posting to the Website. This Agreement shall commence and become a legally binding agreement upon the mutual execution of this Service Agreement Cover Page by the Parties. The Agreement shall terminate as set forth in the General Terms and Conditions. All capitalized terms not defined on this Service Agreement Cover Page shall have the definitions given to them in the General Terms and Conditions.

As set forth in the Sales Order(s) attached hereto, the following Services shall be provided to Customer by Comcast:	
One (1) 2,000 Mbps Ethernet Dedicated Internet (“EDI”) Service(s) circuit(s), inclusive of Static IP (this Agreement represents a renewal / upgrade; Customer is upgrading existing EDI Services circuit from 1, 000 Mbps to 2,000 Mbps)	
Term (Months): Twenty-four (24)	Agreement Number: CA-ASnyd-031120-MN-02/FY20
Non-Recurring Charges (NRC): \$0.00	Monthly Recurring Charges (MRC): \$2,753.05
Custom Installation Charge (“CIC”): \$0.00	
Number of Service Location(s): One (1)	Estimated Service Commencement Date: On or after July 1, 2020
Notes / Comments:	
<ol style="list-style-type: none"> E-Rate funding, if applicable, to be sought solely by Customer. The Services specified herein shall be provided by the applicable state affiliate of Comcast Phone, LLC. The Comcast Phone, LLC SPIN No. is 143034516. Customer’s Service Location(s) set forth hereunder may be CTF eligible under Application No. 6958 (Effective Date: 10/29/2009). Comcast makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for any governmental and/or quasi-governmental telecommunications/internet discounts or entitlements, to include the California Teleconnect Fund (“CTF”) program. Customer expressly understands and agrees that it shall pay Comcast one-hundred percent (100%) of all NRC(s) and MRC(s) and other amounts required under this Agreement in accordance with the payment intervals specified herein. Comcast shall have no obligation to discount or pro-rate its invoices, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. In accordance with the "CPUC Admin Letter 10b", Comcast shall apply the CTF discount after applying any Federal E-Rate discount, if applicable. E-Rate eligible Customers must elect the E-Rate SPI reimbursement method in order to receive CTF funding. The upgrade to the 1,000 Mbps EDI Service(s) circuit as set forth in the Second Amendment to Services Agreement No. CA-AVald-031418-27/FY18 was never completed. Therefore, the mutual execution of this new Services Agreement No. CA-ASnyd-031120-MN-02/FY20 by the Parties shall commence the full termination of the already in-effect Services Agreement No. CA-AVald-031418-27/FY18 between the Parties. 	
Sales Person: Amy Snyder	Telephone Number: (415) 500-1796
Sales Director: Ron Speno	Telephone Number: (925) 724-9005
Customer Contact: Damon Edwards	Telephone Number: (510) 333-5830

Customer, by signing below, agrees and accepts the terms and conditions of this Agreement.

Making Waves Academy

Comcast Cable Communications Management, LLC

Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

**COMCAST ENTERPRISE SERVICES
GENERAL TERMS AND CONDITIONS FOR E-RATE
("General Terms and Conditions")**

ARTICLE 1: DEFINITIONS

For purposes of these General Terms and Conditions, the following terms shall have the meanings specified below.

Affiliate: With respect to each Party, any entity that controls, is controlled by or is under common control with such, Party.

Agreement: Collectively, these General Terms and Conditions, the Service Agreement Cover Page executed by both Parties, any applicable Product Specific Attachment(s) and each binding Sales Order(s).

Comcast: The operating Affiliate of Comcast Cable Communications Management, LLC that provides the Services. References to Comcast in Article 5 and Article 6 shall also include its Affiliates and their respective directors, officers, employees, agents, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver the Services. Notwithstanding the foregoing, inside telephone wiring within a Service Location(s), whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential" or which reasonably should be known by the receiving Party to be proprietary or confidential information. Without limiting the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties' communications regarding such items.

Customer: The entity named on the Service Agreement Cover Page.

Customer-Provided Equipment: Any and all facilities, equipment or devices supplied by a party other than Comcast or its authorized contractors for use in connection with the Services.

Network: The Comcast Equipment, facilities, fiber optic or coaxial cable associated with electronics and other equipment used to provide the Services.

Product Specific Attachment(s) or PSA(s): The additional terms and conditions applicable to the Service(s).

Sales Order(s): A request to provide the Services to a Service Location(s) submitted by Customer to Comcast on (a) the then-current Comcast form designated for such purpose or (b) such

other form, or in such other manner, as may be agreed upon by the Parties. The initial Sales Order(s) is attached to this Agreement. All subsequent Sales Order(s) submitted under the Agreement shall have the same Service Term duration as identified on the Service Agreement Cover Page.

Service(s): Service(s) provided by Comcast pursuant to a Sales Order(s). All Services provided under the Agreement are for commercial, non-residential use only.

Service Commencement Date: With respect to each Service(s), "Service Commencement Date" shall have the meaning specified in the PSA(s) applicable to such Service(s), it being understood that a single Sales Order containing multiple Service Location(s) or Service(s) may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services.

Service Term: As specified in a Sales Order(s), the duration of time (which shall commence on the Service Commencement Date) for which Services are ordered.

Termination Charges: Charges that may be imposed by Comcast upon early termination of a Service(s) as specified in the applicable PSA.

Website: The Comcast website where the PSA(s), the Privacy Policy and the Use Policies are posted. The current URL for the Website is <https://business.comcast.com/terms-conditions-ent> (as the same may be updated by Comcast from time-to-time).

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. To request Service at a Service Location(s), Customer shall submit a properly completed Sales Order(s) to Comcast. Such Sales Order(s) shall become binding on the Parties upon the earlier of (i) Comcast's notice to Customer that it accepts such Sales Order(s), (ii) Comcast begins providing the Service(s) described in the Sales Order(s) or (iii) Comcast begins installation or construction for delivery of the Service(s). Each Sales Order(s) submitted by Customer may be subject to an engineering review which will determine whether and to what extent the Network must be extended, built or upgraded in order to provide the ordered Service(s). Comcast will provide Customer written notification in the event Service(s) installation at any Service Location(s) will require an additional non-recurring installation fee ("Custom Installation Fee" or "Construction Charges"). Notwithstanding anything to the contrary contained in this Article 2.1, Customer shall have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate the ordered Services at the affected Service Location(s). For certain Service(s), the Engineering Review will be conducted prior to Sales Order(s) submission. In such case, Customer shall be deemed to have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.2 Access. In order to deliver Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access") within and/or outside each

Service Location(s). Within the Service Location(s), Customer shall be solely responsible for securing and maintaining such Access as Comcast may require to deliver the Service(s). In the event that Customer fails to secure or maintain such Access, Comcast (i) may cancel or terminate Service(s) at such Service Location(s) pursuant to Article 4.3 and (ii) shall be excused from its obligations with respect to the Service(s) at such Service Location(s) (including any obligation to issue service credits) until such time as Customer provides Comcast with the necessary Access. If Comcast is unable to secure or maintain Access outside a particular Service Location(s), which Access is needed to provide Service(s) to such Service Location(s), Customer or Comcast may cancel or terminate Service(s) at such Service Location(s), without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other Party.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location(s) or within the building where the Service Location(s) is located, Comcast may immediately stop providing and/or installing Service(s) until such materials are removed. Customer shall be responsible for any additional expense incurred by Comcast as a result of encountering, or in the avoidance of, hazardous materials.

2.4 Equipment

A. Comcast Equipment. Comcast may, in its sole discretion, remove or change Comcast Equipment. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than as authorized by the Agreement. Customer shall (i) provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment and (ii) be responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast. Comcast shall maintain, at its cost, Comcast Equipment during the term of this Agreement; provided, however, that such maintenance shall be at Customer's cost to the extent it is related to causes other than the ordinary and proper use of the Comcast Equipment. Upon termination or expiration of this Agreement and/or any Sales Order(s), Customer shall be responsible for the return of all applicable Comcast Equipment. Until such time as the Comcast Equipment is returned to Comcast, Comcast may continue to invoice Customer for the monthly fee applicable to such Comcast Equipment. If any returned Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may, in its sole discretion, invoice Customer for the manufacturer's list price of such Comcast Equipment or the cost of repair.

B. Customer-Provided Equipment. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all Customer-Provided Equipment, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the demarcation point (i.e., the point of interconnection between the Network and Customer-Provided Equipment located at a Service Location(s)). Neither Comcast nor its employees, Affiliates, agents or contractors shall (i) have any obligation to install, operate, or maintain Customer-Provided Equipment or (ii) be liable for any damage, loss, or destruction to Customer-Provided Equipment, unless caused by the gross negligence or willful misconduct of Comcast. Customer-Provided Equipment shall at all times be compatible with the Network. Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location(s) when the service difficulty or trouble report results from Customer-Provided Equipment.

2.5 Network, Intellectual Property and IP Addresses.

A. The Network is and shall remain the property of Comcast regardless of whether installed within, upon, overhead, above, or underground at or near the Service Location and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

B. Customer acknowledges that use of the Services does not give it any ownership or other rights in any telephone number or Internet/online addresses provided in connection with such Services, including, but not limited to, Internet Protocol addresses, e-mail addresses and web addresses.

C. Title and intellectual property rights to (i) the Services and (ii) any computer software or code provided by Comcast to use the Services, including, but not limited to, associated documentation, and all updates thereto ("Licensed Software") are, in each case, owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without the express prior written consent of Comcast or other owner of such material, is prohibited.

D. The Agreement provides no right to use any Party's or its Affiliates' trademarks, service marks, or trade names, or to

otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities.

2.6 License Grant. If Customer requires the use of Licensed Software from Comcast in order to use the Services, Customer shall have a nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast, including, without limitation, end-user license agreements for the Licensed Software. Customer shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software. Customer acknowledges that the use of Service may periodically require updates and/or changes to the Licensed Software resident in the Comcast Equipment or Customer Provided-Equipment. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges; Changes to MRC; Taxes.

A. Customer agrees to pay all charges associated with the Services, including, but not limited to, (i) any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services (e.g., applicable franchise fees, right of way fees and Universal Service Fund charges) regardless of whether Comcast or its Affiliates pay the fees directly or are required or permitted by law to collect them from Customer and (ii) charges incurred as the result of fraudulent or unauthorized use of the Services. Any failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use. For the avoidance of doubt, Comcast shall not be responsible for any purchases made by Customer or its end users while using the Services.

B. With respect to each Sales Order, Comcast may, upon thirty (30) days prior written notice to Customer (or such longer period as may be required by law) modify the monthly recurring charges applicable to (i) Ethernet, Internet and/or Video Services at any time after the expiration of the initial Service Term and (ii) any other services at any time; provided, that, Customer acknowledges and agrees that such notice requirement may be satisfied by including notice of a monthly recurring charge modification(s) in a Customer invoice. Customer shall have thirty (30) days from receipt of any such

notice to cancel the applicable Service without further liability. Should Customer fail to cancel within such timeframe, Customer shall be deemed to have accepted the modified Service pricing.

C. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.2 Payment Terms; Disputes

A. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice and will be considered timely made to Comcast if received within thirty (30) days after the invoice date. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the Service Commencement Date to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party based on Customer's agreements with such third parties ("Third Party Fees"). Any such Third-Party Fees shall be payable pursuant to Customer's contract or other arrangement with such third party and/or Comcast. Comcast shall not be responsible for any dispute regarding Third Party Fees. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Any payment not made when due will be subject to a late charge equal to the lower of (i) 1.5% per month and (ii) the highest rate allowed by law. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

B. If Customer disputes any portion of an invoice, Customer shall pay the undisputed portion of the invoice and submit a written claim, including all substantiating documentation, to Comcast for the disputed amount of the invoice by the invoice due date. The parties shall negotiate in good faith to resolve any billing dispute submitted by Customer pursuant to this Article 3.2(B). Under no circumstances may Customer submit a billing dispute to Comcast later than ninety

(90) days following Customer's receipt of the applicable invoice.

3.3 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Subject to applicable regulations, Comcast may require Customer to make a deposit as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer.

3.4 E-Rate Funding. Comcast makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it is responsible for ensuring that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRC(s)"), monthly recurring Service charges ("MRC(s)") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Unless and until the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may not withhold or offset any such amounts on the basis of its anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may choose to either (1) pay Comcast in full for the Services, or (2) receive discounted bills from Comcast. If Customer chooses option (1), the Customer must utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of any portions of the FCC Form 472 which, as a matter of law or regulation, are required to be completed by the service provider. If Customer chooses option (2), Comcast shall have no obligations under this Agreement until Customer provides Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. A Customer selecting option (2) is required to pay Comcast the non-discounted portion of all NRC(s), MRC(s), and other amounts required under this Agreement in accordance with the payment interval specified therein. Customer also must

reasonably assist Comcast in completing the Service Provider Invoice Form (FCC Form 474) and obtaining full payment of the discount amount from the Universal Service Administrative Company or other E-Rate fund administrator or administrative entity. If during the term of this Agreement, Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC(s) and MRC(s), as set forth in the Agreement or applicable Sales Order(s), for the remaining term applicable thereto, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement or Sales Order(s) upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement or Sales Order(s) hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed for any and all unpaid NRC(s), any unpaid past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

3.5 California Teleconnect Fund and E-Rate Funding. The following provision applies to California entities looking to obtain California Teleconnect Fund and E-Rate Funding and is in lieu of Section 3.4 herein. Comcast makes no representations or warranties with respect to the eligibility or ineligibility of the Services or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding" and/or "California Teleconnect Fund"). Customer expressly understands and agrees that it is responsible for ensuring that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRC(s)"), monthly recurring Service charges ("MRC(s)") and other amounts required under this Agreement in accordance with the payment intervals specified therein. Customer may not withhold or offset any such amounts on the basis of its actual or anticipated receipt of E-Rate Funding, except as otherwise set forth below. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer will utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. In accordance with the "CPUC Admin Letter 10b", Comcast shall

apply the CTF discount after applying any Federal E-Rate discount, if applicable. E-Rate eligible Customers must elect the E-Rate SPI reimbursement method in order to receive CTF funding. Notwithstanding this, Comcast will complete and process the FCC Form 474, which, as a matter of law or regulation, is required to be completed by the service provider. In the event that the Parties have expressly amended this Agreement in writing to permit E-Rate Funding to be applied in the form of discounts to, or a pro-ration of, Customer's invoices, Comcast shall have no obligations under this Agreement until Customer provides Comcast the copy of the Notification and Acceptance of Form(s) 486 from the Universal Services Administrative Company, Schools and Libraries Division ("SLD"), approving Customer's eligibility for E-Rate Funding. If during the Service Term of this Agreement Customer fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of the Agreement succeeding the first fiscal period, Customer may elect to (i) continue to receive Services under this Agreement, in which Customer shall remain bound by the terms and conditions set forth hereunder and remain responsible for all NRC and MRC, as set forth in the Sales Order Form(s) attached hereto, for the remaining term of the Agreement, irrespective of E-Rate Funding status, or, (ii) terminate this Agreement upon written notice as of the beginning of the fiscal year for which funds are not appropriated or otherwise made available. The effect of termination of the Agreement hereunder will be to discharge both Comcast and the Customer from future performance of the Agreement. However, Comcast shall be reimbursed for any and all unpaid NRC, any unpaid MRC or past due balance(s), and any additional costs already incurred by Comcast in conjunction with this Agreement. Customer shall notify Comcast in writing within thirty (30) days of fiscal budget denial indicating funds may not be available for the continuation of the Agreement for each succeeding fiscal period beyond the first year. In no event shall Comcast initiate construction of the Network until proof of funding has been received, in whole or in part, based on 100% Customer-furnished funds or partially reimbursed funds by the SLD.

ARTICLE 4. TERM & TERMINATION

4.1 Sales Order Term. Upon the expiration of the Service Term applicable to a Sales Order, each Sales Order shall automatically renew for successive periods of one (1) month each (each, a "Renewal Term"), not to exceed twelve (12) months, unless prior written notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the term set forth on the Service Agreement Cover Page, such Sales Order shall continue to be governed by the terms and conditions of the Agreement.

4.2 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales

Order(s) at any time, upon thirty (30) days prior written notice to Comcast. Comcast may terminate the Agreement upon notice if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

4.3 Termination for Cause. If either Party breaches any material term of the Agreement and the breach continues unremedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order(s) materially affected by the breach. Either Party may terminate a Sales Order immediately upon notice to the other Party if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors.

4.4 Effect of Expiration/Termination of a Sales Order. Upon the expiration or termination of a Sales Order(s) for any reason (i) Comcast shall disconnect the applicable Service(s), (ii) Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems and (iii) Comcast may assess and collect from Customer applicable Termination Charges. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

ARTICLE 5. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

5.1 Limitation of Liability.

A. THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMCAST UNDER THIS AGREEMENT FOR ALL INDEMNIFICATION OF IP CLAIMS UNDER SECTION 6.1(i) OF THESE GENERAL TERMS AND CONDITIONS EXCEED THE GREATER OF (I) ONE (1) MILLION

DOLLARS (\$1,000,000) AND (II) THE AGGREGATE AMOUNT OF FEES RECEIVED BY COMCAST FROM CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE IP CLAIM FIRST AROSE.

C. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL COMCAST BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (1) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (2) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (3) INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (4) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT. CUSTOMER IS SOLELY RESPONSIBLE FOR BACKING UP ITS DATA, FILES, AND SOFTWARE PRIOR TO THE INSTALLATION OF SERVICE AND AT REGULAR INTERVALS THEREAFTER.

D. NOTWITHSTANDING ANYTHING TO CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT; PROVIDED, THAT, THE FOREGOING LIMITATION SHALL NOT LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST, OR FOR TERMINATION CHARGES.

5.2 Disclaimer of Warranties. Services shall be provided pursuant to the terms and conditions in the applicable PSA(s) and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.** Without limiting the generality of the foregoing, and except as otherwise identified in a PSA(s) or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that

the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties. Customer acknowledges and agrees that the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment.

5.3 Exclusive Remedies. Customer's sole and exclusive remedies are as expressly set forth in the Agreement. In those states where Customer's remedies cannot be so limited, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 6. INDEMNIFICATION

6.1 Comcast's Indemnification Obligations. Subject to Article(s) 5.1(B), 5.1(C) and 5.1(D) and any other limitations contained in the Agreement, Comcast shall indemnify defend, and hold harmless Customer, its Affiliates and their respective employees, directors, officers, and agents (the "Customer Indemnified Parties") from and against all , actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of (i) infringement of U.S. patent or copyright law based solely on Comcast Equipment or Licensed Software; provided, that, Comcast shall have no liability for any claim of infringement arising from: (a) Comcast's compliance with any designs, specifications, or instructions of Customer; (b) modification or alteration of the Licensed Software or Comcast Equipment by Customer or a third party without the prior knowledge and written approval of an authorized officer of Comcast; (c) use of the Licensed Software or Comcast Equipment in a way not authorized in writing by an authorized officer of Comcast; and/or (d) Customer's failure to use an updated version of the Licensed Software or Comcast Equipment which has been provided, or made available, to Customer and (ii) damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Service Locations.

6.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's and its users' use or sharing of the Service provided under the Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service, (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer's combining or connection of Customer-Provided Equipment to use the Service and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.

6.3 Indemnification Procedures. To the extent a Party may be entitled to indemnification under this Agreement (an "Indemnified Party"), such Indemnified Party shall (i) promptly notify the other Party (the "Indemnifying Party") in writing of any pending or threatened claim or demand that the Indemnified

Party has determined has given or would reasonably be expected to give rise to such right of indemnification (an “Action”) and (ii) cooperate in every reasonable way to facilitate the defense or settlement of such Action. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel’s fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 7. CONFIDENTIAL INFORMATION AND PUBLICITY

7.1 Disclosure and Use. All Confidential Information disclosed by either Party shall, during the term of the Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), be kept by the receiving Party in strict confidence and shall not be disclosed to any third party without the disclosing Party’s express written consent. Notwithstanding the foregoing, (i) such information may be disclosed (A) to the receiving Party’s employees, affiliates, and agents who have a need to know for the purpose of performing under this Agreement, using the Services and rendering the Services (provided that in all cases the receiving Party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (B) as otherwise authorized by this Agreement and (ii) each Party’s confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving Party without a pre-existing restriction as to disclosure, (B) is or becomes publicly available without fault of the receiving Party; (C) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing Party, (D) is developed independently by the receiving Party without use of the disclosing Party’s Confidential Information or (E) is required to be disclosed by law or regulation. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. Notwithstanding anything to the contrary contained in this Article 7.1 or the Agreement, Customer acknowledges and agrees that Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service.

7.2 Publicity. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer without the prior written

consent of the other Party. Notwithstanding the foregoing, Comcast may include Customer’s name on Comcast’s customer lists together with a description of Services purchased (financial terms not to be disclosed). If Customer wishes to remove Customer’s name from such list or to limit the foregoing use of Customer’s name, Customer may contact Comcast as set forth in Article 9.3 of these General Terms and Conditions and Comcast will effect such removal.

7.3 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 7, including, but not limited to, injunctive relief.

ARTICLE 8. PROHIBITED USES; USE AND PRIVACY POLICIES

8.1 Prohibited Uses; Comcast Use Policies. Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for the compliance of its users with the provisions of the Agreement. Customer may not sell, resell, sublicense, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof. Customer acknowledges and agrees that Customer’s and its users’ use of Services shall be subject to Comcast’s acceptable use policies (“AUPs”) and security policies (together with the AUPs, the “Use Policies”) that may limit Customer’s and its users’ use of the Services. The Use Policies are posted on the Website, and are incorporated into this Agreement by reference. Comcast reserves the right to act immediately and without notice to (i) terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use or information is in violation of this Article 8.1 or the Use Policies and (ii) terminate or suspend the Services in the event of fraudulent use of Customer’s Services. Customer acknowledges and agrees that Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of the Services to Customer.

8.2 Privacy Policy. Comcast’s commercial privacy policy (the “Privacy Policy”) applies to Comcast’s handling of Customer confidential information. The Privacy Policy is available on the Website. Notwithstanding the foregoing or anything to the contrary contained in the Agreement or the Privacy Policy, Comcast is not responsible for any information provided by Customer to third parties and Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

ARTICLE 9. MISCELLANEOUS TERMS

9.1 Force Majeure. Neither Party nor its Affiliates shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cuts, acts of regulatory or governmental agencies, unforeseeable third party actions, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

9.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either Party hereunder shall be binding on all successors in interest and permitted assigns of such Party.

9.3 Notices. Except as otherwise identified herein, any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case, to the following addresses (or to such other addresses as a Party may designate by written notice to the other Party): (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President of Sales Operations (Comcast Business), One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Alternatively, Customer may send termination notice to Comcast through the Comcast disconnection portal found at the following URL: <https://business.comcast.com/landingpage/disconnect> (as the same may be updated by Comcast from time-to-time).

9.4 Amendments; Changes to the Agreement. The Agreement may not be amended except by a written agreement executed by the Parties; provided, that, notwithstanding the foregoing, Comcast may change or modify the PSA(s) and any related policies (including the Use Policies and Privacy Policy) from time to time ("Revisions") by posting such Revisions to the Website. The Revisions are effective upon posting to the Website. Customer will receive notice of any Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If, after such notice, Comcast is able to verify such adverse effect but is unable to reasonably mitigate the Revision's impact on such Service(s), then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy for any Revisions. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

9.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order(s) upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

9.6 Entire Understanding; Construction; Survival; Headings; No Waiver. The Agreement supersedes all prior agreement between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to the subject matter hereof. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of the Agreement shall survive termination or expiration of the Agreement. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). The Agreement may be executed in counterpart copies. Each Party represents and warrants that the persons who executes the Agreement on its behalf are duly authorized to do so.

9.7 Choice of Law; Compliance with Laws. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

9.8 No Third Party Beneficiaries; Independent Contractors. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right

or privilege. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SA ID#: CA-ASnyd-031120-MN-02/FY20

Opportunity ID#: 16307214

Account Name: MAKING WAVES ACADEMY

CUSTOMER INFORMATION (for notices)

Primary Contact: DAMON EDWARDS
 Title: _____
 Address 1: 4123 LAKESIDE DR
 Address 2: _____
 City: RICHMOND
 State: CA
 Zip: 94806
 Phone: (510) 333-5830
 Cell: _____
 Fax: _____
 Email: dedwards@mwacademy.org

Billing Account Name MAKING WAVES ACADEMY
 Billing Name
 (3rd Party Accounts) DAMON EDWARDS
 Billing Contact: DAMON EDWARDS
 Title: _____
 Phone: _____
 Cell: _____
 Fax: _____
 Email: dedwards@mwacademy.org

INVOICE ADDRESS
 Address 1: 4123 LAKESIDE DR
 Address 2: _____
 City: RICHMOND
 State: CA
 Zip Code: 94806
 Tax Exempt: _____
 * If Yes, please provide and attach all applicable tax exemption certificates

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months):

SUMMARY OF SERVICE CHARGES*

Current Monthly Recurring Charges:	\$1,625.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
Total Current Monthly Recurring Charges (all Services):	\$1,625.00
Change Monthly Recurring Charges:	\$1,128.05
Change Trunk Services Monthly Recurring Charges:	\$0.00
Change Monthly Recurring Charges (all Services):	\$1,128.05
Total Monthly Recurring Charges:	\$2,753.05
Total Trunk Services Monthly Recurring Charges:	\$0.00
Total Monthly Recurring Charges (all Services):	\$2,753.05

SUMMARY OF STANDARD INSTALLATION FEES*

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
Total Standard Installation Fees (all Services):	\$0.00

SUMMARY OF CUSTOM INSTALLATION FEES*

Total Custom Installation Fee:	\$0.00
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SUMMARY OF MONTHLY EQUIPMENT FEES

Current Ethernet Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Change Ethernet Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Equipment Fee Monthly Recurring Charges (All Services):	\$0.00
Total Ethernet Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Equipment Fee Monthly Recurring Charges (All Services)	\$0.00

*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Agreement (SA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name: **MAKING WAVES ACADEMY**

Date: **3/11/2020**

SA ID#: **CA-ASnyd-031120-MN-02/FY20**

Opp ID#: **16307214**

Short Description of Service:

2/18/2020 - Erate - Renew 2GB EDI - No changes

Service Term: **24 MONTHS**

PAGE 2 of X

Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Change	Remove	EDI - Network Interface - 10 Gig	Port	4123 LAKESIDE DRIVE / 4123 LAK	-	Interstate	1	\$0.00	\$0.00
002	Change	Remove	EDI - Bandwidth	1000 Mbps	4123 LAKESIDE DRIVE / 4123 LAK	-	Interstate	1	(\$1,600.00)	\$0.00
003	Change	Remove	IPv4 Static Address Block /29 (6)	Static IP	4123 LAKESIDE DRIVE / 4123 LAK	-	Interstate	1	(\$25.00)	\$0.00
004	-	-	-	-	-	-	-	-	\$0.00	\$0.00
005	Renew	Add	EDI - Network Interface - 10 Gig	Port	4123 LAKESIDE DRIVE / 4123 LAK	-	Interstate	1	\$0.00	\$0.00
006	Renew	Add	EDI - Bandwidth	2000 Mbps	4123 LAKESIDE DRIVE / 4123 LAK	-	Interstate	1	\$2,728.05	\$0.00
007	Renew	Add	IPv4 Static Address Block /29 (6)	Static IP	4123 LAKESIDE DRIVE / 4123 LAK	-	Interstate	1	\$25.00	\$0.00
008	-	-	-	-	-	-	-	-	\$0.00	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	-	-	-	-	-	-	-	-	\$0.00	\$0.00
011	-	-	-	-	-	-	-	-	\$0.00	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00

* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

\$1,128.05

\$0.00



COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICE LOCATION DETAIL INFORMATION

Date:

SA ID#:

Opp ID#:

Account Name:

PAGE 5 of X

Line	Location Name/Site ID	Address 1	Address 2	City	State	Zip Code	Incremental Equipment Fee	Technical/Local Contact Name	Technical/Local Contact Phone #	Technical/Local Contact Email Address	Technical Contact On Site (Yes/No)
1	4123 LAKESIDE DRIVE	4123 LAKESIDE DRIVE		RICHMOND	CA	94806	\$0.00				
2											
3											
4											
5											
6											
7											
8											
9											
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Coversheet

2019-20 Audit and Tax Engagement

Section: IV. Action Items
Item: G. 2019-20 Audit and Tax Engagement
Purpose: Vote
Submitted by: Hung Mai
Related Material: Audit Engagemet Letter 2019-20.pdf

BACKGROUND:

2019-20 Audit and Tax Engagement Letter between LiftonLarsonAllen and Making Waves Academy. The Audit Committee has reviewed the agreements.

RECOMMENDATION:

To Review and approve CliftonLarsonAllen Audit and Tax Agreements Fiscal Impact: \$17,770



CliftonLarsonAllen LLP
2210 East Route 66
Glendora, CA 91740
626.857.7300 | fax 626.857.7302
CLAconnect.com

February 13, 2020

Board of Directors and Management
Making Waves Academy
4123 Lakeside Dr.
Richmond, CA 94806

Dear Members of the Board and Management:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Making Waves Academy (“you,” “your,” or “the Organization”) for the year ended June 30, 2020.

Lili Huang is responsible for the performance of the audit engagement. Per Education Code Section 41020(f)(2), there is a limit of six consecutive year for any firm where the principal/director-in-charge of the audit and the reviewing principal/director have been the same in each of those years. This is the first year Lili Huang will be the engagement principal.

Audit services

We will audit the financial statements of the Organization, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

We will also evaluate and report on the presentation of the supplementary information accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.
- Preparation of adjusting journal entries.
- Preparation of the informational tax return.

Audit objectives

The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance*

February 13, 2020
Making Waves Academy
Page 2

Reporting, published by the Education Audit Appeals Panel. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*. The report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the entity is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit conducted in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We also will issue a written report and opinion on State Compliance upon completion of our audit.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate 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. 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.

February 13, 2020
Making Waves Academy
Page 3

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention.

In making our risk assessments, we consider 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. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and compliance relevant information about any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that may have occurred that are required to be communicated under *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

February 13, 2020
Making Waves Academy
Page 4

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design, implementation, and maintenance of effective internal control, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered. You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report.

You are responsible for ensuring that management is reliable and for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information, and for ensuring the information is reliable and properly reported; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You

February 13, 2020
Making Waves Academy
Page 5

agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to acknowledge in the representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for those financial statements. You have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.
- We will prepare the organization's federal Form 990 and applicable state filings in accordance with the applicable tax laws. We will use our judgment in resolving questions where the law is

February 13, 2020
Making Waves Academy
Page 6

unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible. We will not audit or independently verify the accuracy or completeness of the information we receive from you for the preparation of the returns and filings, and our engagement cannot be relied upon to uncover errors or irregularities in the underlying information.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We expect to begin our audit in April 2020.

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance

February 13, 2020
Making Waves Academy
Page 7

procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the regulator or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the regulator. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our relationship with you is limited to that described in this letter. As such, you understand and agree that we are acting solely as independent accountants. We are not acting in any way as a fiduciary or assuming any fiduciary responsibilities for you. We are not responsible for the preparation of any report to any governmental agency, or any other form, return, or report or for providing advice or any other service not specifically recited in this letter.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

February 13, 2020
Making Waves Academy
Page 8

Mediation

Any disagreement, controversy, or claim (“Dispute”) that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice (“Mediation Notice”) to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months (“Limitation Period”) after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

February 13, 2020
 Making Waves Academy
 Page 9

Price Estimate

The price for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the price for the engagement is as follows:

Professional Services	Amount
Audit services	\$14,500
Informational tax return services	\$1,900-
Additional fee related to implementation of the following standards, this is an estimate, the actual amount will depend on the amount of work involved by CLA: <i>ASU 2014-09, Revenue Recognition</i> <i>ASU 2018-18, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made</i> <i>ASU 2016-18, Statement of Cash Flows</i>	\$500
Technology and client support fee	\$800
Total	\$17,700

The price estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated price for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for our services will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. There is a provision to withhold ten percent of the audit fee until the Controller certifies that they audit report conforms to the reporting provisions of subdivision (a) of Section 14503.

February 13, 2020
Making Waves Academy
Page 10

Technology Support Fee

Given the rising technology costs all organizations are expending to serve and protect client information, we are adding a 5% technology and client support fee to all of our invoices. The fee combines technology expenses with client support costs and includes technology support, printing, communications, data security and storage, indirect engagement support costs and technical resource subscriptions. This is estimated and included in the fee table above.

Changes in engagement timing and assistance by your personnel

The fee estimate is based on anticipated cooperation from your personnel and their assistance with timely preparation of confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, we will advise management. Additional time and costs may be necessary because of such unanticipated delays. Examples of situations that may cause our estimated fee to increase include:

- Significant delays in responding to our requests for information such as reconciling variances or providing requested supporting documentation (e.g., invoices, contracts, and other documents)
- Rescheduling our fieldwork
- Schedule disruption caused by litigation, financial challenges (going concern), loan covenants (waivers), etc.
- Identifying a significant number of proposed audit adjustments
- Schedules prepared by your personnel that do not reconcile to the general ledger
- Numerous revisions to information and schedules provided by your personnel
- Restating financial statements for accounting errors in the prior year
- Lack of availability of entity personnel during audit fieldwork

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the letter increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

February 13, 2020
Making Waves Academy
Page 11

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

DocuSigned by:
Lili Huang
989CF83D0D0F41D...

Lili Huang, CPA
Principal
626-857-7300
Lili.Huang@claconnect.com

In Process

Response:

This letter correctly sets forth the understanding of Making Waves Academy.

Authorized signature: _____

Title: _____

Date: _____

Coversheet

Emergency Board Meeting Minutes

Section: IV. Action Items
Item: H. Emergency Board Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Emergency Board Meeting on March 13, 2020

APPROVED



Making Waves Academy

Minutes

Emergency Board Meeting

Date and Time

Friday March 13, 2020 at 1:30 PM

Location

In accordance with Board Bylaws and Policies and the Brown Act, the Board may call an emergency meeting to address a situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities.

An emergency situation includes an activity that severely impairs public health and/or safety as determined by a majority of the members of the Board.

The Board will meet at 1:30 pm to discuss the District's continuing response to the novel coronavirus.

If you have questions about the board agenda and materials or you are in need of disability-related accommodations, please contact:

Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la discapacidad, comuníquese con:

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

In accordance with Board Rules and Procedures and the Brown Act, the Board may call an emergency meeting to address a situation for which prompt action is necessary due to the disruption or threatened disruption of public facilities.

An emergency situation includes an activity that severely impairs public health and/or safety as determined by a majority of the members of the Board.

The Board will meet at 1:30 pm to discuss the school's continuing response to the novel coronavirus.

Directors Present

Alicia Klein (remote), Esther Hugo (remote), Layla Naranjo (remote), Margaret Watson (remote), Maricela Navarro (remote)

Directors Absent

Burak Gursel, Daryle Morgan, Jessica Laughlin

Guests Present

Alton B. Nelson Jr., Elizabeth Martinez, Evangelia Ward-Jackson

I. Opening Items

A. Call the Meeting to Order

Alicia Klein called a meeting of the board of directors of Making Waves Academy to order on Friday Mar 13, 2020 at 1:30 PM.

B. Record Attendance and Guests

C. Closed Session

D. Resolution for School Closure

Esther Hugo made a motion to close the academy effective March 16th through April 3rd, returning April 6th with the caveat that Spring Break is shifted to begin on March 30th and end on April 3rd. We will have a re-evaluation of the situation and evaluate the criteria for re-opening during the week of March 30th in preparation for an April 6th return.

Maricela Navarro seconded the motion.

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

Roll Call

Margaret Watson	Aye
Jessica Laughlin	Absent
Alicia Klein	Aye
Burak Gursel	Absent
Daryle Morgan	Absent
Maricela Navarro	Aye
Esther Hugo	Aye

Roll Call

Layla Naranjo Aye

II. Closing Items

A. Schedule of Board of Directors Meetings 2019-2020

- March 19th, 10:00 am- 1:00 pm
- May 21st, 4:00-8:00 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 2:00 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Intacct Contract Renewal

Section: V. Consent Action Items
Item: A. Intacct Contract Renewal
Purpose: Vote
Submitted by: Hung Mai
Related Material: Sage Intacct Renewal Agreement.pdf

BACKGROUND:

Intacct is our accounting system. This our annual renewal.

RECOMMENDATION:

Review and approve Intacct agreement with fiscal impact \$15,649.87



Mark Montenero
 Sage Intacct, Inc.
 300 Park Ave, Floor Suite 1400
 San Jose, CA 95110

Date: 27-Feb-2020
Offer Expires: 19-Mar-2020
Quote #: Q-112008

Renewal Order Schedule

Prepared For:

Name: Alton Nelson
Company: Making Waves Academy
Address: 4123 Lakeside Drive
 Richmond, CA 94806
Phone: (510) 262-1511
Email: anelson@mwacademy.org

Bill To:

Name: Hung Mai
Company: Making Waves Academy
Address: 3220 Blume Drive, Suite 250
 Richmond, CA 94806
Phone: (510) 262-1511
Email: hmai@mwacademy.org

Terms

Term Length: 12 (months)
Subscription Period: 19-Mar-2020 through 18-Mar-2021

Invoicing Frequency: Annual subscription fees begin on the start date of your paid subscription period, with such fees invoiced annually at the beginning of each paid subscription period.

Payment Terms: Net 30 from date of invoice.

Products

Subscriptions

Product Name	Description	Quantity	Term List Price	Unit Disc.	Total Price
Intacct Financial Management (for a Single Business Entity)	Intacct Financial Management includes the following - General Ledger, Cash Management, Purchase Order, Accounts Payable, Order Entry, Accounts Receivable, Standard Reports, Dashboard, Customization Services.	1.00	5,220.00	2,826.63	2,393.37
Intacct Buy With Confidence Guarantee	Intacct distinguishes itself via its "Buy with Confidence" program. Guaranteed system uptime, disaster recovery protection, data security and response times are all included in Intacct's differentiating "Buy with Confidence" guarantee.	1.00	0.00	0.00	0.00

Product Name	Description	Quantity	Term List Price	Unit Disc.	Total Price
Intacct Essential Support	Essential Support is included as part of the Intacct subscription for all Direct Customers. Essential Support gives your company direct access to the Intacct Customer Community – a single path to submit cases, check the status of cases and search our comprehensive knowledgebase for answers to questions. This is also where your company can recommend product enhancements as well as vote on product enhancement requests submitted by others. All online cases submitted during Support hours (6 AM – 6 PM PT, Monday – Friday, excluding US Holidays) will receive an acknowledgement within four (4) business hours via Case Comment and email notification, or by phone.	1.00	0.00	0.00	0.00
Intacct Application Hosting, Infrastructure and Security Services	Hosting of Intacct Applications at a secure top tier data center, and disaster recovery services at a separate secure data center in a different geographic locale, described in detail in the Buy With Confidence program. Additionally, data is backed up to tape and stored off-site.	1.00	0.00	0.00	0.00
User License - Business User	Users with unlimited access rights to all applications. Can be restricted based on permissions assigned by an Administrator.	5.00	2,640.00	246.58	11,967.10
Intacct Collaborate	Intacct Collaborate enables in-context team communication around transactions and other key elements of Intacct. It captures dialogue and decisions for later reference, in Intacct, your system of record. If you use Salesforce, you have the option of further streamlining communication between your Salesforce users and Intacct users for cross-team communication for all synchronized objects. Salesforce synchronization requires Intacct CRM Integration for Salesforce.	1.00	0.00	0.00	0.00
Sandbox Development Environment	Annual fee to establish access to a "Sandbox" or "Copy Company" environment which will enable Client to perform testing, training, integration modeling, etc. in a non-production copy company environment. The fee is 10% of current annual subscription fee of company's production account and includes 1 Sandbox or Copy Company and up to 4 refreshes a year to that Sandbox. Additional refreshes are charges at the standard hourly Professional Services rate. Each additional Sandbox or Copy Company requires an additional purchase at 10% of current annual subscription fee.	1.00	1,842.00	552.60	1,289.40
Subscriptions Total:					USD 15,649.87

Grand Total: USD 15,649.87

TERMS:

This Order Schedule is subject to the Agreement between Sage Intacct, Inc. and Making Waves Academy with effective date 20-Mar-2019, inclusive of any subsequent modifications, including as set forth at <https://www.sageintacct.com/customer-terms-us/tos>. All terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. Prices shown above do not include any taxes that may apply.

The Buy With Confidence Program terms are located at <https://www.sageintacct.com/customer-terms-us/sla> and incorporated in this Order Schedule by this reference.



Exhibit A

Additional Terms and Conditions

The following terms are added to, and in the event of a conflict prevail over, the Terms:

- Intacct Financial management includes up to two hundred (200) bank account connections through bank feeds. Bank feeds provide electronic access to thousands of financial institutions for bank reconciliations and matching payments to invoices.

