



Making Waves Academy

Special Board Meeting

Date and Time

Thursday July 23, 2020 at 11:00 AM PDT

Location

Join Zoom Meeting

<https://mwacademy.zoom.us/j/81266866026?pwd=M1RNWU5tOVNGNzdmdFhQZWV0TnpQdz09>

Meeting ID: 812 6686 6026

Password: mwaboard

One tap mobile

+16699006833,,81266866026#,,,0#,,464931# US (San Jose)

+12532158782,,81266866026#,,,0#,,464931# US (Tacoma)

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 510-227-9856.

In accordance with Executive Order N-25-20 in the State of California, we will be hosting this board meeting via teleconference.

Public Comment

- The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.
 - Under Public Comment, members of the public may
-

- Comment on items on the agenda
- Comment on items not on the agenda
- **Presentations are limited to two minutes each**, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- **Speakers should submit a request to speak using one of the methods below:**
 - **To submit a request during the meeting:** *send a direct message through the chat function to Elizabeth Martinez before the beginning of public comment for general public comment and before board discussion commences following staff presentations. Speaker requests will not be accepted for an item once the board has begun their discussion.*
 - **To submit a request before the meeting:** *send an email to emartinez@mwacademy.org, please indicate if it is a general public comment for the beginning of the meeting or a comment for a specific agenda item (please include the item number).*
- 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.

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[To access the agenda in Spanish, CLICK HERE](#)
[Para obtener la agenda en Espanol, haga clic aqui](#)

Please note that all agenda times are estimates.

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 Comments

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II. Action Items

A. School Reopening Plan

Board reviews proposed school reopening scenarios and staff recommendation to determine a course of action for the start of the school year.

B. Pacheco Cleaning Services Contract Renewal

Fiscal Impact: \$540,600

C. Alliant Memorandum of Understanding (MOU)

Renewal of MOU with Alliant University to support our teacher residency program.

D. Maxim Contract Buyout

Fiscal Impact: \$31,200

III. Closing Items

A. Schedule of Regular Board of Directors Meetings 2020-2021

- September 10, 2020
- October 15, 2020
- December 10, 2020
- January 28, 2021
- March 11, 2021
- May 6, 2021
- June 17, 2021

B. Adjourn Meeting

Coversheet

School Reopening Plan

Section: II. Action Items
Item: A. School Reopening Plan
Purpose: Vote
Submitted by: Evangelia Ward-Jackson
Related Material: 2020-2021 Relaunch Plan_Complete_07192020.pdf

BACKGROUND:

Please find attached plans and supporting documents regarding our proposed school relaunch model for SY 2020-21.

RECOMMENDATION:

I recommend that the Board provides a formal resolution for and approval our school's relaunch plans and approach for the incoming school year. Please see the attached Executive summary for an overview and detailed recommendation.



MAKING WAVES ACADEMY
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www.makingwavesacademy.org

2020-21 Relaunch Plan Executive Summary

To Making Waves Academy Board
From Dr. E. Ward-Jackson, Senior School Director
Date July 16, 2020
Subject Overview of Relaunch plan for the 2020-21 school year

Summary: In response to the Covid-19 Pandemic, Making Waves Academy closed its campus doors on March 13, 2020 and commenced a virtual distance learning program for our Wave-Makers starting on March 18, 2020. As a result of strategic and effective advanced planning, we not only celebrate our transition to being a virtual school within 48 business hours, physically and technologically, but we are also very proud of the implementation of our continuity of teaching and learning plans, student support services plans, and community meal distribution plans. Given the persistent challenges and uncertainty of Covid-19, and understanding that there is no perfectly convenient or completely risk-free response to relaunching education as we knew it; we have worked diligently to develop a plan that we can stand by from the perspective of what's *best for our students*, as well as what is appropriately *responsive* to the very unique and unparalleled state of our world. Relaunching a new school year amidst a pandemic requires a comprehensive strategy and an approach that is both flexible and agile. To that end, within our proposed relaunch plans we have incorporated learnings from the school closure process, research and articles, participation in various state taskforces and consortium school meetings, as well as from the individual and collective genius of our school leaders.

Scenarios & Approach: In our previous discussion on relaunching with the Board, we discussed three specific scenarios for the 2020-21 school year:

1. 100% distance learning
2. Hybrid learning model prioritizing specific subgroups of students
3. Hybrid synchronous-satellite model

Over the past five weeks, we have worked to refine and fully develop our plan from the lens of what we are optimizing for as a school community, which led us to look at the implementation and flexibility of our proposed scenarios from a phasing approach. The attached overview document shares the scope of how we propose to phase out the relaunch model in such a way that permits us to be flexible between scenarios as appropriate, in response to the conditions and milestones of Covid-19, state regulations, and best practices associated with our approach. Ultimately, we aim to progress towards an eventual full on-site model.

The attached plans optimize for:

- 1) Safety
- 2) Instruction
- 3) Social-Emotional Well-being

These are the pillars of our approach, framework, and model. Our ask of the Board is that when engaging each document; consider doing so from the lens of these three areas.



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Guidelines, Markers, & Milestones: Throughout the 2020-21 school year, we will be monitoring and following state and county guidelines regarding our ability to open up the campus. Moving in and out of various phases of school operation, for teaching and learning and social-emotional development and support, will be based on state and county guidelines and restrictions, as well as meeting certain markers and milestones set by leadership. Our goal will be to mix off-site (distance/online approach) with windows of and periods of on-site learning and social interaction and activities as much as we can, while continuing to optimize for our three main areas of safety, academic instruction, and social-emotional well-being. Given the current situation, and the recent directive from the Governor, we anticipate that phase one will last six weeks at a minimum from the start of school on August 18, 2020.

Recommendation: With the support of Senior Leaders, the Relaunch Workgroup, and MWA Executive Leadership, I am requesting a resolution from the Board that reflects approval of our recommendation to adopt the proposed phasing approach and framework for our **three flexible scenarios**:

- a. 100% Distance learning (with the flexibility to have targeted and intentional on-site engagement in phase 2)
- b. Hybrid model with specific student sub groups on-site (inclusive of synchronous and asynchronous instruction*)
- c. Synchronous-satellite pilot program to take place in select math classes during both aforementioned scenarios

***Synchronous instruction:** live instruction with real-time interactions between teachers and students as well as between students.

Asynchronous instruction: instruction that does not necessarily happen at the same time for the teachers and students. There is no real-time interaction, instead content is created and made available at specific times, or for independent pacing, remediation, and/or acceleration.

Below is a summary of the attached documents to support the Board’s deliberation.

Attachment	Summary
Relaunch Overview	This document provides an overview of our approach and framework for relaunching, as well as details regarding our approach to Social-Emotional Well-being during each phase of our relaunch.
In person rostering criterion	This document is a review of the criteria associated with student subgroups that will be eligible for on-campus priority should we operate within the hybrid model.
Parent input session overview & survey data	This document provides an overview of a triangulation of data from our parent/guardian community: town hall style input session, survey, and Parent Leader led input gathering.
Staff survey data	This document provides insight into the thoughts of our faculty and staff by summarizing some takeaways from a staff input survey.
Safety cost analysis	This document speaks to the accrued and estimated fiscal implications of updating our campus and supplies to safely support our student and adult community when campus opens.
Summative report on SY19-20 distance learning	This document provides a summative overview of the data and learnings from the end of SY 19-20.
The San Francisco Chronicle article	This article shares preliminary reopening plans for several school districts within the State.



MWA RELAUNCH PLAN 2020-21 PHASES

100% Distance Learning

Limited On-Site Engagement

Hybrid Model

Full On-Site Learning

Phase 1

- Deliver high quality rigorous remote instruction that focuses on Standards Based Instruction and Social Emotional Well being
- Launch synchronous & asynchronous teaching
- Pilot synchronous satellite-teaching in math classes

Phase 2

(Inclusive of Phase 1).

- Implement intentional limited on-campus learning that prioritizes engagement, community building, and social emotional wellbeing by bringing small groups of students on campus to meet, interact and elevate social emotional learning needs
- Implement campus induction & orientation for 5th and 9th Grade.
- Implement community training and practice Safety REPS

Phase 3

(Inclusive of Phase 1 and 2).

- When state regulations to return to campus are met, welcome 50% of Wave-Makers back to campus
- Based on data, recommendations, and campus capacity half of our student population will be invited back to campus for in person instruction.
- Half of our student population will continue to work remotely.

Phase 4

Per the state of Covid 19, and when all state regulations and milestones are met, welcome all students back to campus with appropriate safety measures in place.

FRAMEWORK

Scenarios and Approach

MWA's reopening plan is grounded in the belief that we must be prepared for multiple scenarios for learning and flexible enough to move between scenarios as milestones are met and conditions change.

- Full Distance Learning: Synchronous & Asynchronous Instruction
- Hybrid: Partial In-Person/Partial Distance (synchronous and asynchronous instruction)
- Synchronous-Satellite Teaching in Math as a Pilot
- Full, in-person instruction

Optimizing for Safety

MWA's foundational priority ensures that our plans optimize for the safety and health of our community by:

- Providing PPE for all stakeholders
- Strategically planning for REPs (Routines, Expectations and Procedures) for all stakeholders while on campus
- Implementing effective training and communication
- Continuing safe meal distribution practices

Optimizing for Instruction

MWA is committed to instructional excellence in all scenarios:

- Maintaining a rigorous environment for learning by providing effective Professional Development for faculty
- Ensuring that 100% of our students have access to Chromebooks and the internet
- Piloting Synchronous-Satellite Teaching in Math classes
- Communicating clear expectations for students and families

Optimizing for Social-Emotional Well-being

MWA is committed to holistically supporting our community by:

- Developing the social emotional skills of our teachers via PD experiences
- Providing workshops for families on how to support the academic, social emotional, and college and career needs of their children
- Hosting daily Universal Community Building/Advisory
- Hosting targeted group counseling & Mentorship



SOCIAL-EMOTIONAL STUDENT EXPERIENCE



PHASE 1

- All students engage in expanded online orientation modules
- Monday-Thursday: All students engage in 30 minutes of synchronous Social Emotional Learning Instruction in homerooms and advisory classes
- Friday: Students receive direct support on study habits and Social Emotional Learning concepts
- Integrate community building and advisory themes in core instruction across content areas

PHASE 2
(Inclusive of Phase 1)

Calendar targeted and intentional on-campus learning for small groups of students focusing on safe re-integration to campus efforts (REPs), small group student engagement meetings, community building, social emotional well being, study habits and in person orientation and induction of 5th and 9th grade.

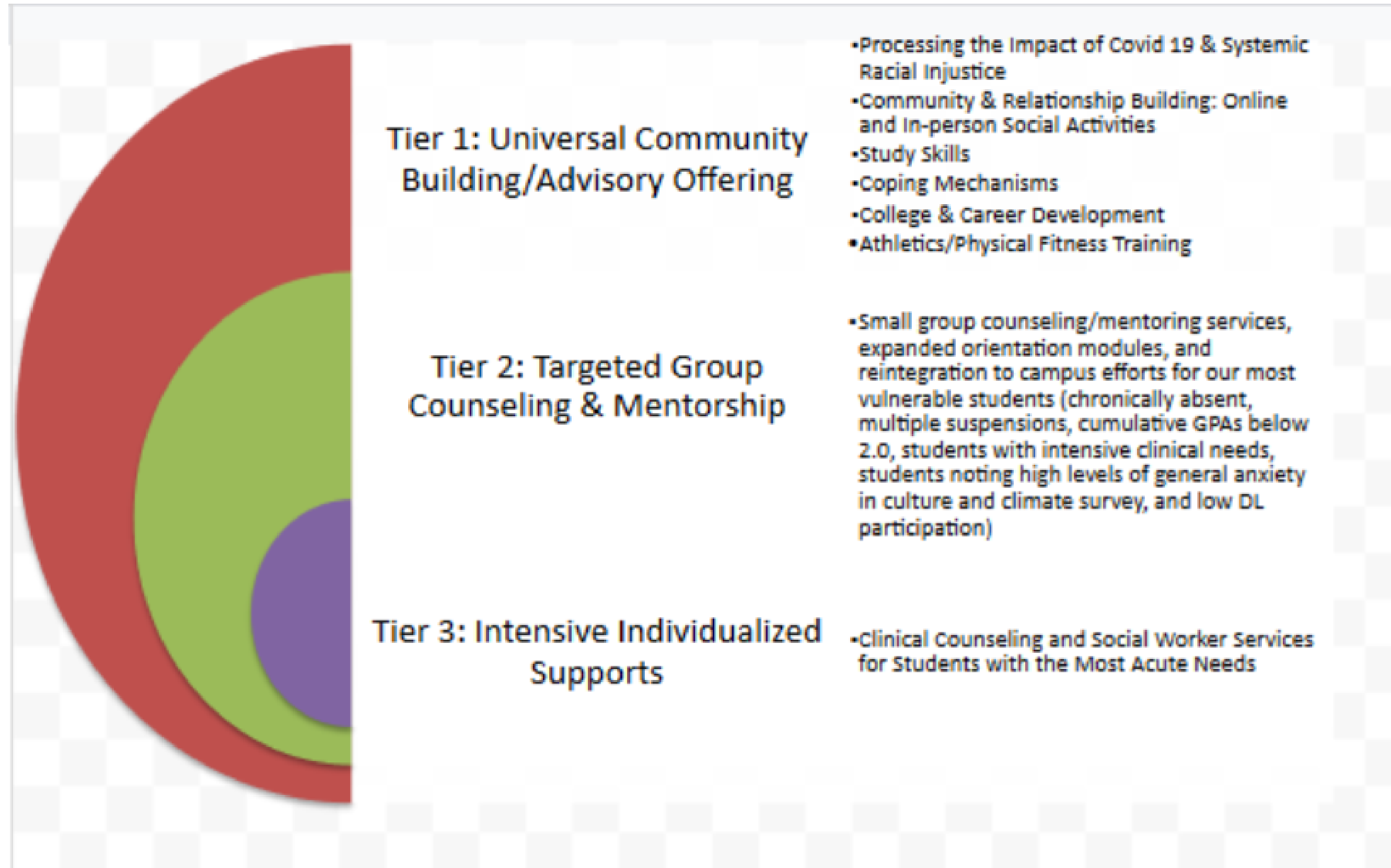
PHASE 3
(Inclusive of Phase 1 and 2)

- 50% of students participate in 4 days of in person social emotional learning and instruction
- 50% of students participate in 4 days of remote social emotional learning and instruction

PHASE 4

- 100% of students participate in on-site social emotional learning and standards-based instruction
- Expanded onboarding and inductions for students to re-enter campus
- Focus on Social Emotional Wellness, Community Building, REPs and Study Skills

3 Tiers of Social-Emotional Well-Being Support Included in Each Phase of Relaunch





2020-21 On-Campus Instruction Rostering Criteria

A school-wide team met to discuss the criteria for student groups that would benefit from in-person instruction. The team consisted of leaders of key functional areas:

- College and Career Counseling
- Teaching and Learning
- Holistic Support
- Intervention
- Special Education (?)

Proposed Rank Ordering of Student Groups

The following student groups were identified as priority groups that would benefit from in-person instruction.

- 1. Students with Special Education designation (includes students with 504 Plans)**
- 2. Foster Youth**
- 3. Students receiving mental health services for high-level cases**
4. Middle School English Learners (ELs) that scored 1 or 2 on the 2019 ELPAC & All Upper School ELs
5. Black/African American students with below a 2.5 GPA
6. Students who are both Tier 3 Math & Tier 3 ELA
7. GATE students & US students in the top 10% of their grade level (by Cumulative GPA)
8. Students who did not participate at all in Distance Learning in 2019-20

**The students who are listed in bold are guaranteed an invitation to in person instruction. The remaining student groups are then ranked in order of preference and size of each group.*

The following considerations will inform the roosting method:

1. We prioritize students who fall into multiple critical needs groups
2. We prioritize socio-economically disadvantaged students when applicable
3. Leaders of specific groups have a role in determining which students are selected for in-person instruction



Parent/Guardian Input Session & Survey Overview

Raynell Crews-Gamez

Director of School Culture & Family Engagement

What

On June 24th, Making Waves Academy families had the opportunity to participate in an input session regarding MWA’s plans for reopening in Fall 2020. Over 100 families participated. The session was capped at 100 due to limitations of Zoom licensing; after sharing their input, some parents exited the meeting early so that other families could participate. Following the meeting, we shared the slide presentation with all families and as well as a high level Q&A review from the session. Below you will find the slides shared with families, including the Q&A.

 <p>REOPENING Parent/Guardian Input Session Planning for Fall 2020</p>	<h3>Priorities for Reopening</h3> <ol style="list-style-type: none"> 1. Safety <ul style="list-style-type: none"> o The safety of our students, staff, and community are our first priority. Effective learning cannot happen if we are not safe. 2. Learning <ul style="list-style-type: none"> o After safety, learning is our top priority. 
<h3>What may it look like in the fall?</h3> <p>Our plans for reopening are flexible, since we will not know what the conditions will be in the fall. Here are our main options:</p> <ul style="list-style-type: none"> • 100% Online <ul style="list-style-type: none"> o If the number of COVID-19 cases are high, your child may have an experience similar to how we did distance learning this spring. They will remain at home and participate in online instruction. • On Campus & Virtual <ul style="list-style-type: none"> o If it is safe, select groups will come to campus for instruction. o The remaining students will stay home, and participate in distance learning. 	<h3>How Do I Know My Child is Safe?</h3> <p>The following safety measures will be put in place when MWA reopens:</p> <ul style="list-style-type: none"> • Cleaning & Sanitizing • Social Distancing • Small class sizes (12-14 students; less than half of a regular class size) • Consistent student groupings • School Nurse



Decision Making Process

How will MWA decide to reopen?

- Leaders will create a plan based on the following considerations:
 - 5th Grade Plan addressing learning loss due to COVID-19
 - Summary on distance learning at MWA
 - Student Needs
 - Transportation
- Parents will give input
- MWA Executive Leaders will refine and approve reopening plan
- MWA Board will review and approve the plan
- MWA will share summary of plan with Charter Authorizer (CCCOE)

Reopening Considerations

The following items are taken into consideration when planning to reopen.

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Local Conditions to Guide Reopening Decisions 2. Plan to Address Positive COVID-19 Cases or Community Surges 3. Injury and Illness Prevention Plan 4. Campus Access 5. Hygiene | <ol style="list-style-type: none"> 6. Protective Equipment 7. Physical Distancing 8. Cleaning/Disinfecting 9. Employee Issues 10. Communication with Students, Parents, Employees, Public Health Officials, and the Community |
|---|--|

Ultimately, MWA's leaders will make recommendations to the MWA board for approval. Together, we will make decisions that are best for our students and community.

Parent Questions

Q What will technology support be like during the reopening?

A MWA will continue to provide technology support for all Wave-Makers, by appointment. Most issues can be handled without you ever leaving home. If your child needs help, please email ithelpdesk@mwacademy.org.

Parent Questions

Q My child is Medically Fragile and/or Immune Compromised. How will their needs be accommodated?

A You and your doctor should work together to determine the best course of action for your child. If you do not feel comfortable sending your child to school because of their health, you will not be required to do so. We will work with you to ensure that your child can participate in distance learning. Please make sure that your Powerschool vital forms are up to date.

Parent Questions

Q What social-emotional supports will be provided for students?

A Students will continue to receive clinical support, as previously scheduled. Deans and social workers will continue to reach out to students and families to provide care. Additionally, each cohort of students will have an advisory or homeroom that engages in community building activities to ensure that students have the tools they need to address the challenges of distance learning, or being on campus.

Parent Questions

Q Will there be an opportunity for parents to meet homeroom teachers through zoom?

A Yes! You will have the opportunity to meet your student's new teachers virtually in the fall.

Parents and guardians also received the following message on the MWA website, as an automatic telephone message (ATM) and via Schoolmint as a text and /or email, giving them access to the slides and asking them to participate in a survey regarding the reopening:



June 30, 2020

Dear MWA Families,

Thank you to all of the families who were able to attend our virtual information session regarding the fall reopening. Another information session will be announced soon. <https://bit.ly/FallReopen>

In the meantime, we need to hear from you. As we make plans to potentially reopen in the fall, we'd appreciate your input on how best to open the campus.

Please complete the survey as soon as possible. We look forward to hearing from you.

<https://bit.ly/FallReopenSurvey>

Be Well,

Making Waves Academy

Key takeaways from the information session:

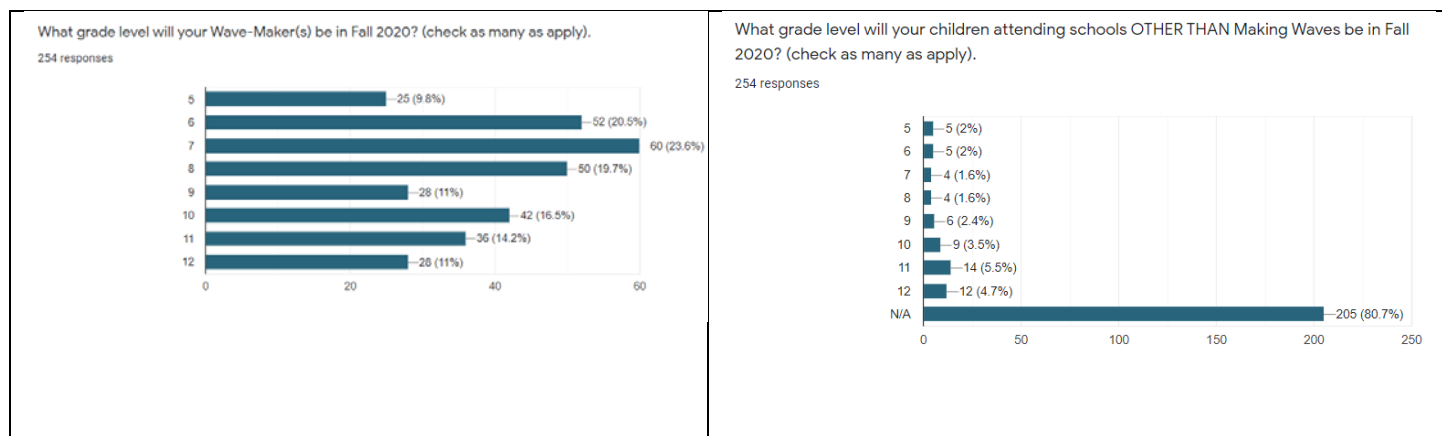
1. Approximately 25% of participants in the input session would prefer their child to do 100% distance learning and that Zoom meetings be mandatory for students based on a set schedule.
2. Approximately 25% of participants in the input session have suggested 2-3 days on campus and 2-3 days fully online.
3. Approximately 50 % of participants in the input session will wait for the school's recommendation before deciding on a course of action for their child.
4. Several parents shared that if students returned to campus, afterschool programming would be needed due to work schedules.
5. A few parents shared that they would like to have teacher office hours following classes, in case students need extra help with schoolwork.
6. Parents mentioned that students would benefit from PE classes, noting that PE is essential for student health.
7. Top questions on the minds of parents/guardians:
 - What is the plan for students who are medically fragile or immunocompromised?
 - How are parents supposed to help students and communicate with teachers?
 - What will technology support be like during the reopening?
 - What social-emotional supports will be provided for students?
 - Will there be an opportunity for parents to meet homeroom teachers through zoom?

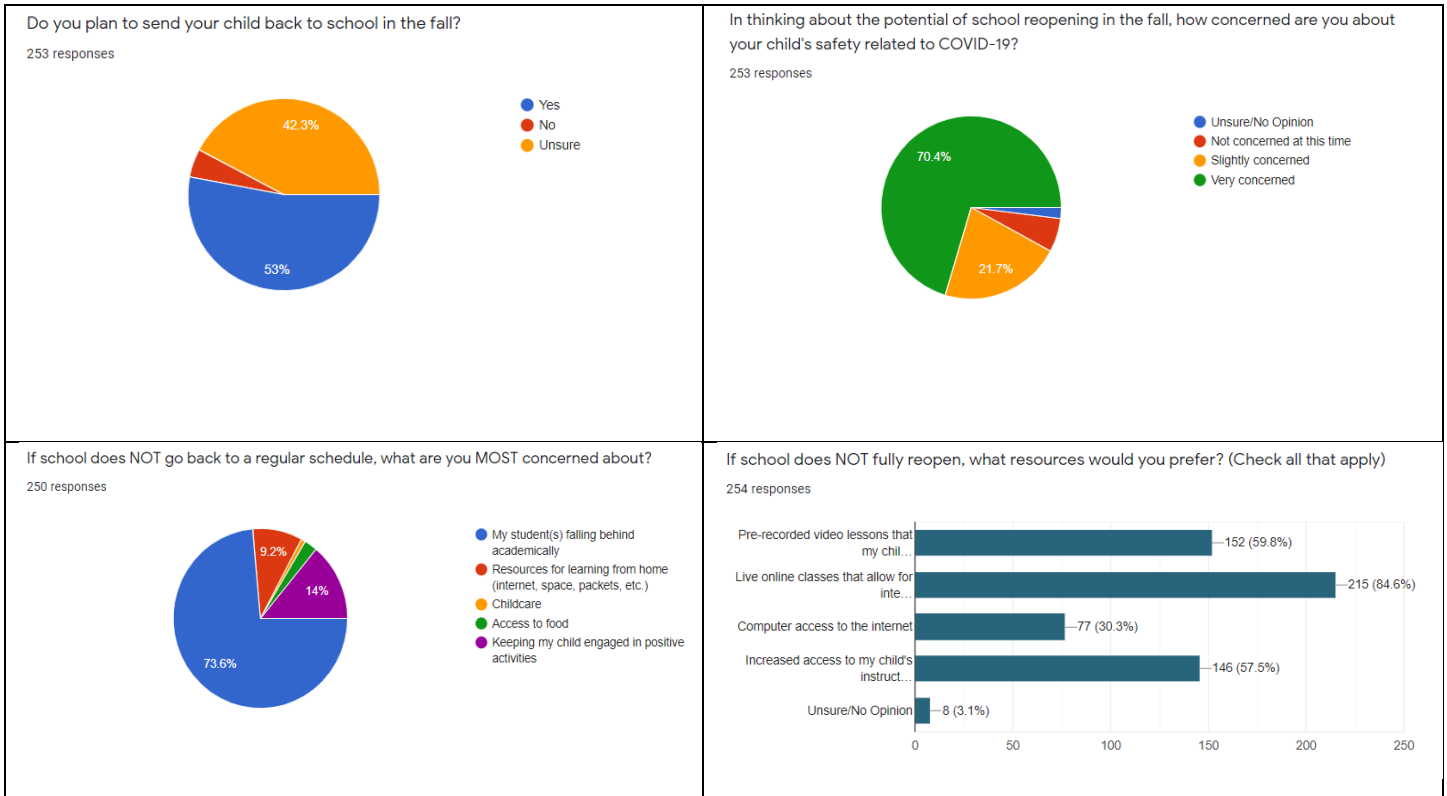


Following the input session, all parents/guardians were provided the opportunity to be surveyed between Tuesday, June 30th and Friday, July 10th. 254 families responded, representing 32% of all 1017 MWA students.

Survey Questions:

1. What grade level will your Wave-Maker(s) be in Fall 2020? (Check as many as apply)
2. What grade level will your children attending schools OTHER THAN Making Waves be in Fall 2020? (Check as many as apply)
3. Do you plan to send your child back to school in the fall?
 - a. Yes
 - b. No
 - c. Unsure
4. Thinking about the potential for school reopening in the fall, how concerned are you about your child’s safety related to COVID-19?
 - a. Unsure/No Opinion
 - b. Not concerned at this time
 - c. Slightly concerned
 - d. Very concerned
5. If school does NOT go back to a regular schedule, what are you MOST concerned about?
 - a. My student falling behind academically
 - b. Resources for learning from home
 - c. Childcare
 - d. Access to food
 - e. Keeping my child engaged in positive activities
6. If school does NOT fully reopen, what resources would you prefer? (Check all that apply)
 - a. Pre-recorded video lessons that my child can watch at any time
 - b. Live online classes that allow for interaction with the instructor
 - c. Computer access to the internet
 - d. Increased access to my child’s instructors
 - e. Unsure/No Opinion





Survey Data

- 80.5% of respondents have children ONLY attending MWA, representing 321 students and 254 respondents.
- 19.5% of respondents have children attending schools other than MWA, representing 59 students in grades 5-12.
- The majority of responding families (53%) plan to have their children return in the fall if our campus is open.
- The vast majority of responding families (71%) are very concerned about their child's safety upon reopening.
- The vast majority of responding families (75%) are very concerned about their children falling behind academically if school does not reopen in the fall.
- If school does not fully reopen, parents would prefer*:
 - Live online classes that allow for interaction with students (85%)
 - Pre-recorded video lessons (60%)
 - Increased access to instructors (58%)

*Respondents could choose more than one option



So What

By gathering a triangulation of data through our parent input session, parent survey data and questions fielded by parent leaders, we are able to see the distinction between families who participated in the information session and those who responded to the survey. Many parents shared that they appreciated Zoom and praised the school's use of the platform. Families also highly valued live instruction. The analysis is that parents value live instruction that allows their children to engage with their instructors and receive immediate, direct feedback. Parents are expecting that MWA leaders are working to prioritize opportunities for direct student engagement until the school can fully reopen.

Families responding to the survey were more evenly split between wanting their children to return in the fall (53%), and being unsure about the decision (42%). In contrast, parents participating in the input session were more cautious about wanting their children to return to campus, with 25% stating that their children would return, and were looking to the school for more information before making a determination. Understandably, families are concerned about safety and are carefully weighing their options while also prioritizing student learning. This difference in data points highlights the importance of providing multiple opportunities and modalities for families to express their opinions. It also encourages us to continue collaborating with our parent leaders as a resource for engaging more families in providing input through upcoming opportunities.

Now What

- Following board approval of the reopening plan, implement a communication strategy to share the official plan for reopening with families, ensuring that parents understand how their input was considered.
- Schedule discussion sessions with parents/guardians about the approved plan, involving parent leaders as hosts for small group discussions as needed.
- Collaborate with Senior Leaders and the Fall Reopen Workgroup to ensure that ongoing plans respond to the questions that parents posed during the input session, as well as to develop common messaging for input that may not be incorporated directly into the plans.
- Work with Operations and Senior Leaders to develop a timeline for family communication regarding the Fall Reopening

Making Waves Academy

Staff Assessment: School Reopening

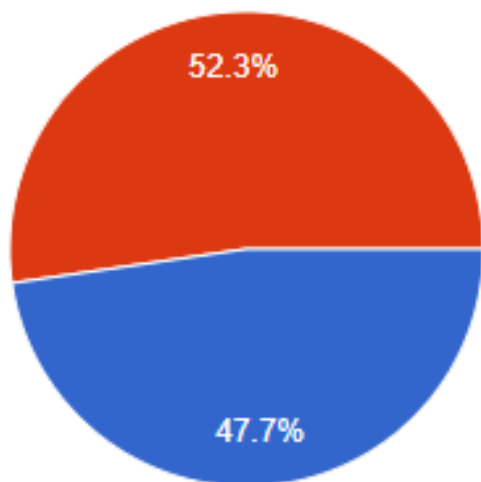
July 15, 2020





Assessment of MWA Staff Needs

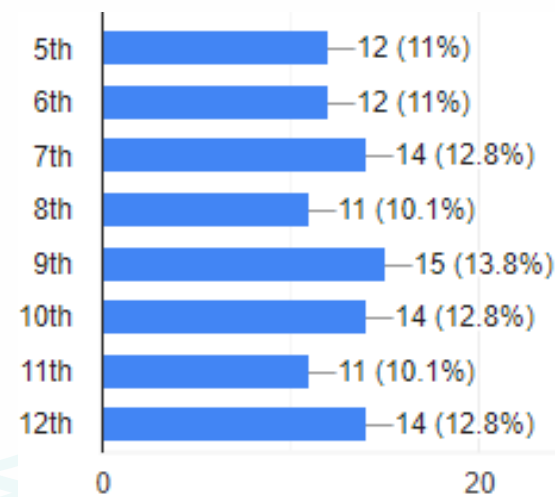
Overall 78% completion rate
(¹⁰⁹/₁₄₀ employees)



Faculty — 52*/109
Non-Faculty — 57/109

*52/57 faculty members participated

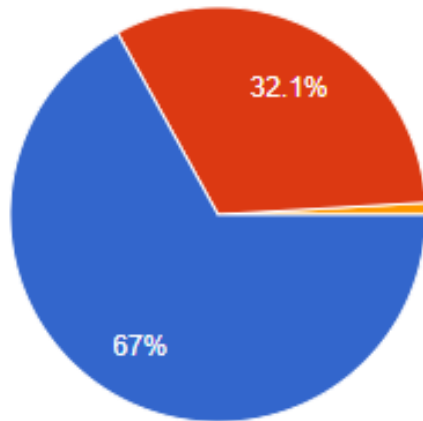
Faculty Respondents by Grade Level





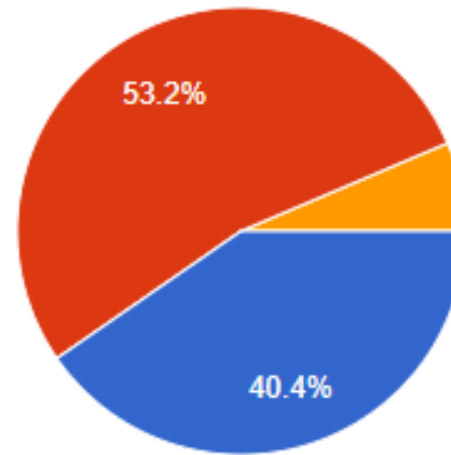
Data Points

In thinking about school reopening in the fall for MWA, which reopen scenario seems most feasible to you?



- Full distance learning
- Hybrid schedule (blend of distance and on campus learning)
- Full on campus instruction

Are you considered high-risk for severe illness?

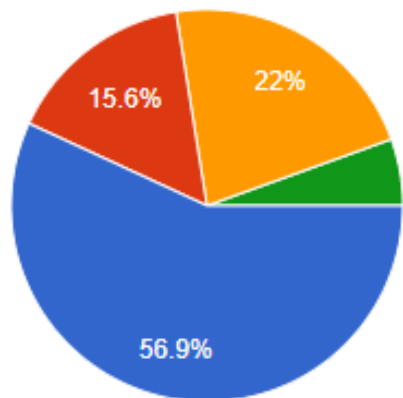


- Yes
- No
- I prefer not to answer



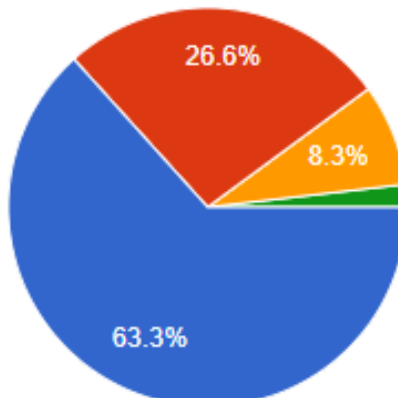
Data Points

For staff with dependents that require full-time care, what do you anticipate your dependents' care schedule will be?



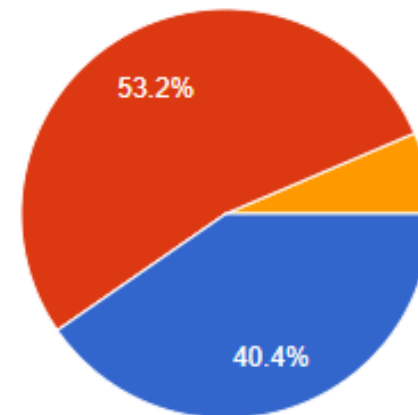
- I do not have dependents
- No care will be available
- Part-time care will available
- Full-time care will be available

For staff with school-aged children, what do you anticipate your child's learning situation will be?



- I do not have school-aged children
- Full distance learning
- Hybrid schedule (blend of distance and on campus learning)
- Full on campus instruction

Are you considered high-risk for severe illness?

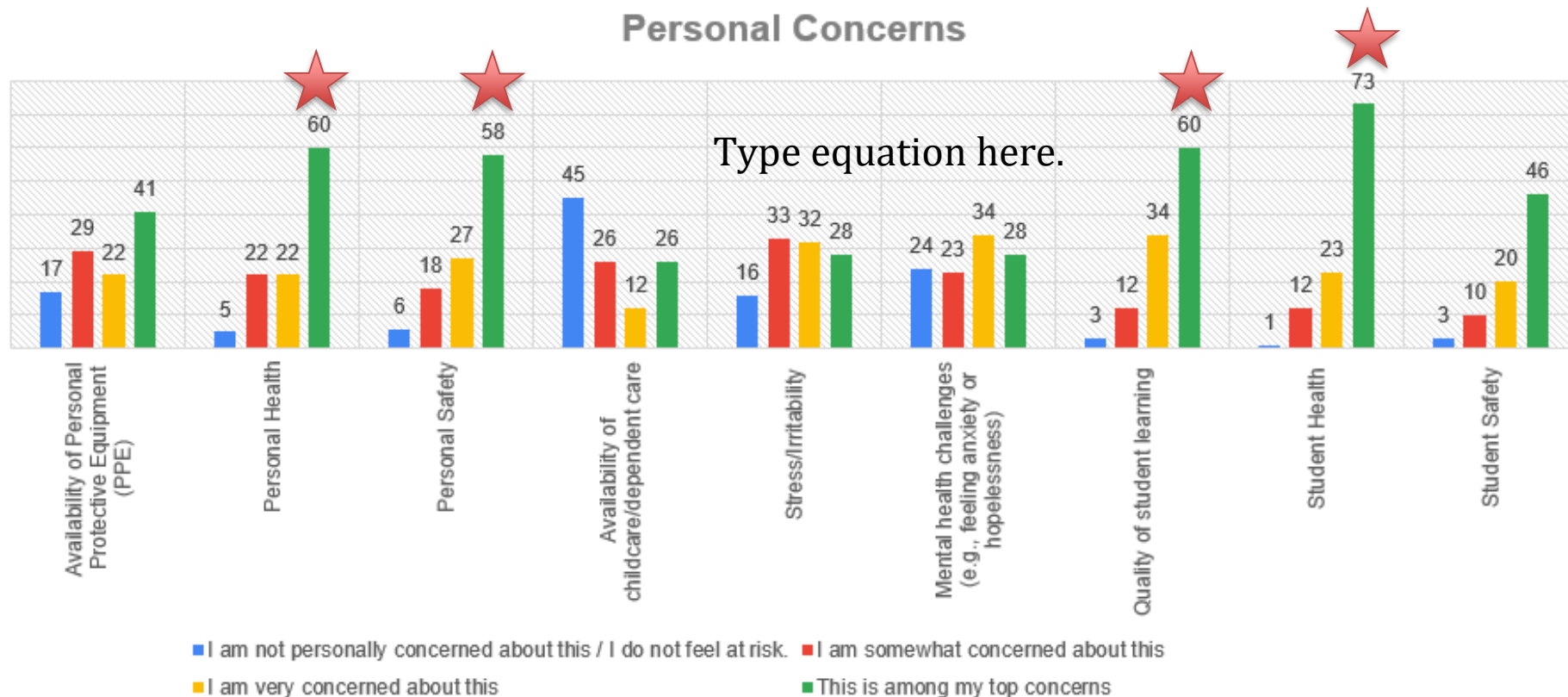


- Yes
- No
- I prefer not to answer



Data Points

Please rate the below potential concerns/risks according to how you are personally impacted (highest concerns are indicated with a red star).





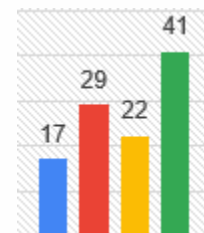
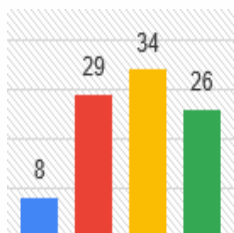
Comparative Data Points from May vs. July

Please rate the below potential concerns/risks according to how you are personally impacted.

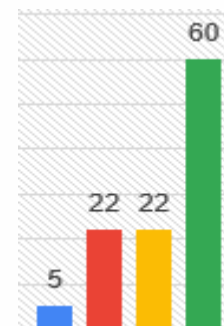
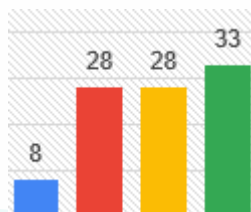
May

July

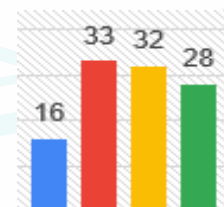
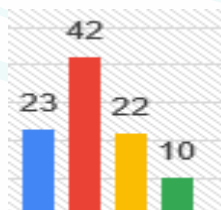
Availability of PPE



Personal Health



Stress/Irritability



■ I am not personally concerned about this / I do not feel at risk.
 ■ I am somewhat concerned about this
 ■ I am very concerned about this
 ■ This is among my top concerns



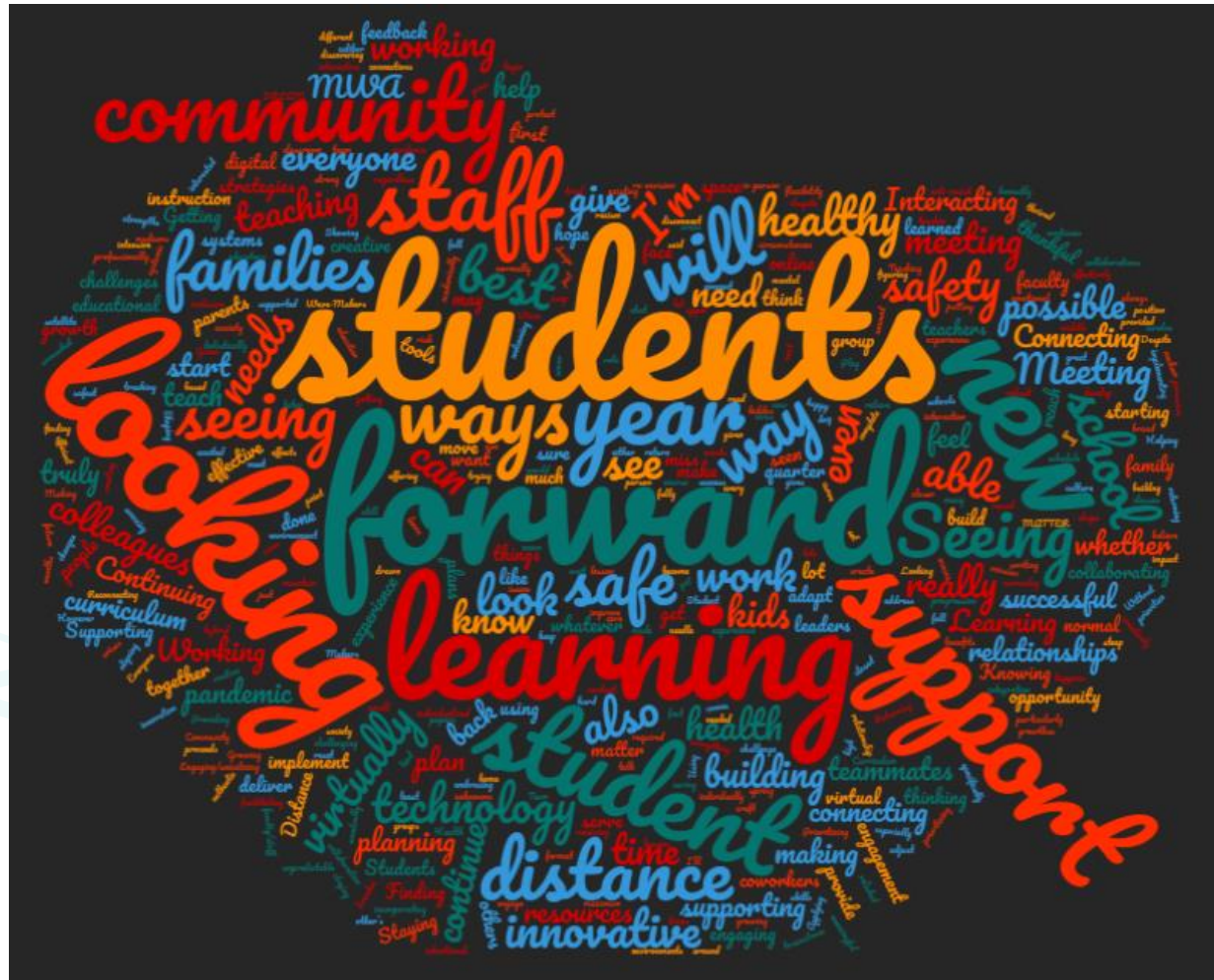
Analysis of Data

- The assessment results are a balanced representation of MWA employees.
- The assessment results are a balanced representation across all grade levels.
- Responses to open-ended questions show the following themes:
 - Fear of contracting COVID-19 has increased among employees since the first assessment
 - A number of employees have been directly impacted by COVID-19 due to family members contracting the disease
- Employees are equally concerned for their personal health & safety as well as student health & safety.
- A large majority of respondents view full distance learning as the most feasible option for reopening.
- Comparative data points show slight but meaningful upward trends in concerns for availability of PPE, personal health, and stress/irritability.



Joy

Even with the school year continuing to be impacted by the pandemic, what are you most looking forward to for the upcoming school year?



The size of the words is an indication of how many times they showed up in the responses i.e. the larger the word, the more times it showed up.



Operations Pandemic Cost Analysis

Maria Arechiga

Acting Director of School Operations

What

The COVID-19 Pandemic has fundamentally changed the way that we operate and many of these changes are associated with increased operating costs. In order to safely welcome students, faculty and staff back to campus, there is a lot of preparation and facilities set up that must take place following CDC guidelines and regulations.

While there is some anticipated support from the state on items such as masks, disinfection wipes, and hand sanitizer, these quantities are unknown and in order to be adequately prepared MWA has undergone a process of procuring those items.

- While the full cost will not be known until we start operating, we are confident in our anticipated needs and related cost. At this point, we anticipate the estimate costs to be approximately: \$68,000 in set up costs and \$13,550 in monthly cost when in operation (August Start Date: \$135,000 and January Start Date: \$81,000.

-

Some of the items needed for safety purposes are as follows:

- PPE and Hygiene Stations
 - Masks (disposable and reusable masks), face shields, touchless hand sanitizer stations, trays for supplies, disinfectant wipes, hand sanitizer, gloves.
- Facilities Modifications
 - Plexiglass installation in key areas: front office, etc.
 - Signage
 - Move/Set-up Support for classroom set up to support social distancing guidelines (depending on timeline and amount of classrooms/offices needing move)
- Additional Ops Supplies
 - Trashcans, additional protective gear, additional janitorial supplies.

To determine the required quantity, the operations team:

- Conducted walkthroughs of the facilities to determine signage and plexiglass location and quantities.
- Surveyed department leads on what they anticipate what they will need in order to continue to safely operate
 - Many requests were for hygiene items already on the list of items to get so quantities were increased.

Additional items requested below:

- Tech - alcohol solution for electronic cleaning
- Athletics - gym wipes

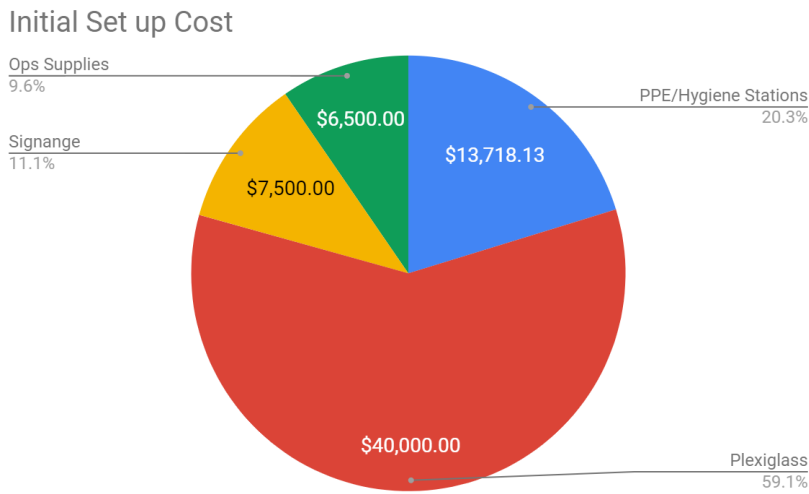
In order to determine expected cost, the operations team projected the needs and replenishing cadence. We then took that information and sourced different vendors; our primary considerations were price and the ability of vendors to provide needed materials on time.



So What

Annual cost of items will vary and are dependent on when we come back to campus and the amount of students and staff who return to campus. There are some initial set up costs that will remain static regardless of when we reopen, but the other items will be a monthly expenditure. Below is a breakdown of the initial and monthly costs by different categories.

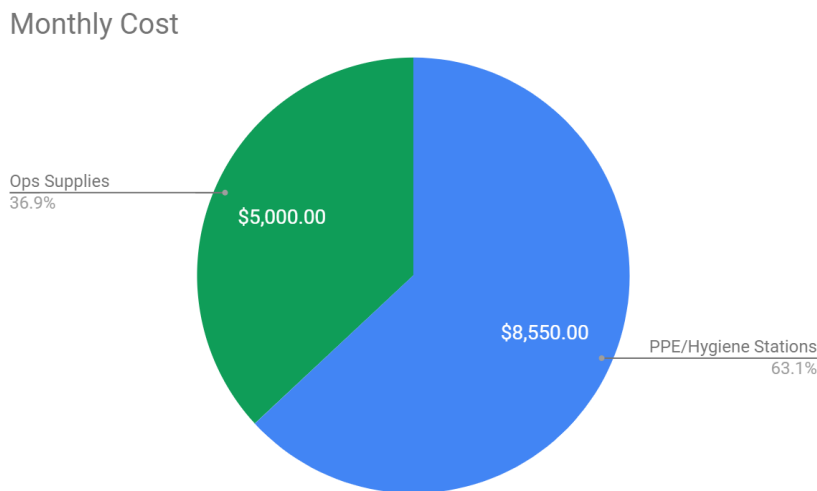
Initial Set up Cost: \$67,750



Estimated Monthly Cost: \$13,500 (total will vary depending on when students come back to campus)

Yearly Projection:

- August Start Date: \$135,000 (10 months)
- January Start Date: \$81,000 (6 months)





It is important to note that our strategy includes staying ahead of inventory and proactively replenishing it. As of now, we ordered materials so that we have stock in place for two months. The supply chain is currently impacted and many items have 30-60 days lead-time so it is important to have reserves until the supply chain recovers. We have already received partial orders and are expecting other items to arrive by July 30th.

Once a decision is made on a reopening timeline and date of return to on campus instruction, we will be able to provide a more complete and accurate picture of the estimated expenses

Please see below for how we are currently tracking what has been ordered:

PPE Inventory

One Time Purchase

Item	Desired Quantity	Ordered Amount	Received from CDE	Needed
Touchless sanitizer dispenser	74	74		0
Sanitizer Stands	9	9		0
Disposable Masks	4000	5000	2000	-3000
Faculty/staff cloth masks	250	250		0
Student cloth masks	1100	1100		0
Thermometer	9	9		0

Monthly

Item	Desired Quantity	Ordered Amount	Received from CDE	Needed
Sanitizer refill	75	150		-75
Sanitizer pumps	50	100		-50
Disinfecting wipes	602	240		362
Alcohol wipes (packs)	198	216		-18
Gloves (boxes)	129	240		-111
Gym Wipes	6	6		0



Now What

My next steps are as follows:

- Following board approval of the reopening plan, we can begin to implement and operationalize some of the setup such as plexiglass and signage.
- As other departments finalize their plans loop back around to determine if anything is now needed that was not when the initial
- Continue to monitor CDC guidelines for best practices and update out list of materials as needed.
- Finalize the inventory system to make sure that we always have the needed materials in stock.



Distance Learning Summative Report

Caitlin Shelburne and Priscilla Mendez

What?

- **Successes:** *What we learned last spring to be best practices for our community:*
 - Teacher Leadership: We implemented clear expectations for teacher leader roles (Grade Level Lead/Content Lead/Lead Teacher) as it pertained to development of programs and communication structures. We also were able to gain valuable information by implementing a cadence of meetings for input and feedback from teacher leaders as it pertains to the efficacy of Distance Learning Practices. Teacher Leaders have an invaluable role in the success of Distance Learning.
 - Tracking for Participation: We collaborated with social workers, deans, interventionists, coordinators, grade level leads and teachers to keep an accurate understanding of who is regularly participating and who needs immediate intervention.
 - Professional Development: We provided opt in opportunities for extended learning and ensured that teachers had choice in sessions that connect to their areas for growth. We also leveraged teacher leadership and various departments to ensure that we are providing a variety of differentiated approaches that met the differing needs of our community.
 - Grading shifts: A month into Distance Learning we noticed a dip in student GPAs. We worked together to learn from this data, reflect on our practices and make intentional shifts that impacted student achievement. This included messaging to teachers to focus on major work standards and streamline the volume of assignments and shift category weights to ensure equitable grading practices for students.
- **Challenges:** *Areas to learn from:*
 - Technology: While our tracking systems were strong, students often experienced intermittent internet and chromebook issues. Our IT team did a great job of fielding these requests, however, a group of students did experience learning difficulties due to technical issues.
 - Parent Education: There quickly became a much more urgent need for parent communication around expectations for learning, technology and tracking student participation. Members of the leadership team and teachers spent a lot of time communicating with families one on one.
 - Tracking for rigorous instruction and student mastery: With the swift shift between in person learning and online learning, much of our time was spent tracking for participation and structuring a program from the ground up. While we were able to keep a pulse check on student progress by looking at student work, we could have benefitted from implementing a more streamlined standards based assessment to grasp at a deeper level, the standards students were mastering.

So What?

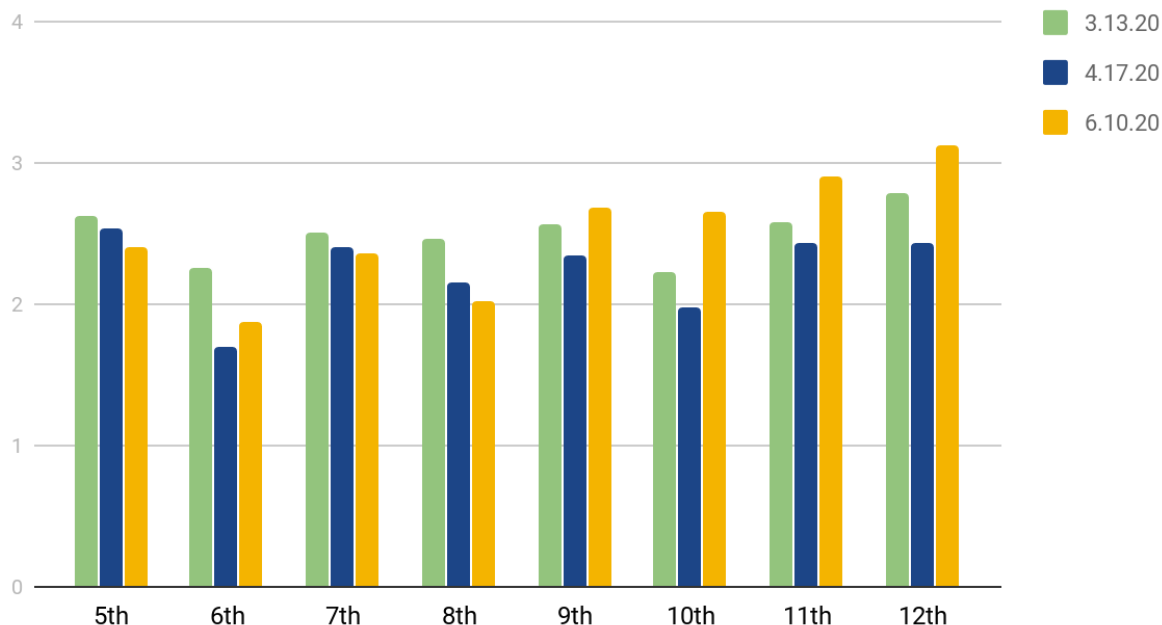
We analyzed GPA data trends to help us better understand student achievement and participation. The



below chart shows data from 3 points throughout distance learning:

- Prior to school closure (Week of March 13th)
- The Middle of Distance Learning (Week of April 17th)
- End of Distance Learning (Week of June 10th)

GPA Comparisons



We triangulated this data by the following course failure rates impacting credit recovery:

- 9.45% of upper school students failed a Math course (Algebra I, Geometry, Algebra II, Precalculus, AP Calculus, AP Statistics)
- 12.53% of upper school students failed an English course (English I, English II, English II, AP English Language & Composition, Expository Reading & Writing)
- At least 31 classes will be recovered during the 2019-20 summer school program in the upper school. The overwhelming majority of the credits recovered are English

This data tells us:

- Middle School GPAs were affected by Distance Learning and experienced a slight decrease. This was likely due to the adaptation to the shift in systems required by Distance Learning: submitting work solely on Google Classroom and managing a more flexible/self paced schedule. After we disseminated messaging to teachers to streamline their assignments and focus on the major work standards, the dip in GPAs decreased and in some cases the average GPAs increased .
- After messaging asking faculty to streamline their assignments and focus on major work standards, GPAs in the Upper School increased and even surpassed the average GPA prior to the start of Distance Learning.



Now What?

- As we consider both our qualitative and quantitative data from Distance learning, we are excited to implement the following shifts to ensure a more streamlined and productive learning experience for students. With these shifts, we will be tracking GPA data and mastery data to ensure that students are progressing through their coursework successfully.
 - Diagnostic: Implement a diagnostic in both ELA and Math to assess unfinished learning and learning loss. We will plan our pacing guides, tutoring focus and check for understandings around this data to ensure our students are making gains in areas that support access to grade level standards.
 - Student experience: Create a more streamlined schedule for students that requests that they log in to their zoom classes at particular times. The schedule will be reflected in powerschool and individualized for students on IEPs and Tier 3 students to reflect tutoring and RSP support after each class.
 - Professional Development Approach: Provide professional development for best practices that reflect MWA Rigor for zoom instruction, focusing specifically on Check for Understanding practices, student discourse and pacing guides to reflect unfinished learning and learning loss.

Grade 5 Report

What:

- Successes
 - We learned from students that morning meetings with their homeroom teacher helped them understand what was expected of them that day and helped them to feel more connected to their teacher.
 - We learned that after we streamlined the amount of work and clearly stated the expectations for assignments to teachers that students started to submit higher quality work, particularly in ELA and Science.
 - We learned that fifth grade students were most successful in math when they were able to write out their answers on a piece of paper and snap a picture for their teacher.
- Challenges
 - We learned that 90 minute classes during Distance Learning were too long for our fifth graders. When the teachers condensed their lesson to 60 minutes, more students participated in their assignments.
 - We learned that it is challenging for students to access work when teachers use too many different platforms for assignments--le- Edpuzzle, Khan Academy, individual curriculum platforms.
 - We learned that giving breaks that allowed students to sign off zoom and then sign back on were not an effective approach to giving students time back. Providing a fun youtube video or puzzle was a better way to give students a brain break.

So What



- As we consider welcoming a brand new wave of students, it is going to be extremely important to bring our departments together to build community, share pertinent information and provide strong trainings for students and families. We are fortunate to have data from a spring semester of Distance Learning that can inform our practices, however this will be the first time we welcome a new wave of students away from campus and not able to meet them in person. We know that our fifth grade lead teacher will play an integral role in planning for a unique orientation as we consider the relationships we will need to build and the onboarding that will need to occur to set our students up for success.

Now What

- We plan to take our learnings from this year to provide a more streamlined process for families: schedules and zoom links on powerschool and specific tutoring sessions for students who need support. Additionally, teachers will be asked to streamline their approach for accessing and turning in work.
- Administer an adaptive diagnostic in ELA and Math to diagnose the skills that students are starting the year with and where they are displaying unfinished learning from previous standards.
- Provide 2 weeks of onboarding for fifth grade students and families that includes:
 - Introductions and community building with their teachers and cohorts.
 - Introductions to support staff and leadership
 - An introduction to Making Waves history and culture
 - Information on holistic services offered at MWA
 - Training on the schedule, powerschool, google classroom and zoom
- Offer a daily morning meeting in cohorts with homeroom teachers to set students up for success for the day and build community.

MWA Board,

Attached is an article published by the San Francisco Chronicle that is being updated regularly and includes the opening plans for Bay Area school districts across the nine counties. While the article highlights public school districts, it is relevant to us as some of our neighboring charter schools are authorized by the local school district and will likely follow their authorizer's lead. While we do not have a full list of what our neighboring charters are going to do, we do know that all schools will be opening in one of two formats: full distance learning or hybrid (distance learning & small in-person instruction). This was confirmed by charter school leaders on a county-wide charter school meeting hosted by West Contra Costa in June.

Sincerely,

Elizabeth Martinez

Chief of Staff and Acting Director of Human Resources

Preferred Pronouns: she/hers/her

For the latest updates, please visit the SF Chronicle live article:

<https://www.sfchronicle.com/bayarea/article/Will-your-Bay-Area-school-be-online-in-person-or-15405870.php>.

See Bay Area school districts' reopening plans: Online classes, in-person or both

Jill Tucker, Kellie Hwang and Annie Vainshtein July 14, 2020 Updated: July 16, 2020 4:19 p.m.

Comments



Ligaya Chinn studies for her AP Biology test in her bedroom at her home in Oakland, Calif. Thursday, May 7, 2020. For the first time, high school AP tests will be administered online only in a take-home setting due to the Coronavirus pandemic and shelter-in-place order.

Photo: Jessica Christian / The Chronicle

With the end of summer break just weeks away and coronavirus cases surging statewide, Bay Area school districts are racing to cement their plans and advise families if, when or how their campuses will reopen to students.

Some expect to start the school year fully online - the model that the Los Angeles and San Diego unified districts announced Monday they will follow. Others say they will reopen full-time to all students with health measures in place.

Retrieved: July 16, 2020

The rest fall somewhere in between, using a hybrid model of both in-person and distance learning, often with students in class part of the day or week.

Each district has the authority to adopt a plan based on county health guidelines as well as local finances, staffing, space considerations and labor agreements.

The following is a sampling of local district plans, which could change based on the evolving pandemic and county caseloads. This will be updated as information changes. The districts are grouped by county.

SAN FRANCISCO COUNTY

San Francisco Unified

Plan: Distance learning. The district is moving forward with full distance learning with more details available on July 28. Schools would later move to a hybrid approach combining online and in-person instruction when data supports the transition.

First day of school: Aug. 17.

Enrollment: 52,778.

Diocese of San Francisco

Plan: Pending. The Archdiocese is working on a reopening plan for each school, pending authorization to reopen from county health officials.

First day of school: Varies.

Enrollment: Varies.

ALAMEDA COUNTY

Alameda Unified

Plan: Choice of distance learning or hybrid. Families can choose between online only or hybrid options, with in-person learning in morning and afternoon rotations.

First day of school: Tentatively delayed until Aug. 27 (previously Aug. 17).

Enrollment: 9,372.

Retrieved: July 16, 2020

Berkeley Unified

Plan: Pending. District officials are recommending full distance learning to start the year after initially proposing a choice between hybrid or distance learning models. Elementary students likely in remote learning for eight weeks and older students online likely through the winter break. Board decision expected July 15.

First day of school: Aug. 17.

Enrollment: 9,844.

Fremont Unified

Plan: Distance learning. All students will remain in full distance learning programs until the county has no new coronavirus cases for seven days straight. Possible early return for some special education students and others with high needs.

First day of school: Aug. 26.

Enrollment: 35,046.

Hayward Unified

Plan: Distance learning. The district will start the year with distance learning only, phasing in a hybrid model later. A full distance learning option will remain available.

First day of school: Aug. 24 (traditional schedule schools). July 16 (year-round schools).

Enrollment: 19,802.

Oakland Unified

Plan: Distance learning with phased in-person learning. Starting with distance learning for up to four weeks with staff safety training. Full distancing learning option available.

First day of school: Aug. 10.

Enrollment: 36,154.

Pleasanton Unified

Retrieved: July 16, 2020

Plan: Pending. The plan is to offer three options to families: hybrid, long-term independent study, which is remote, and distance learning. Following school board approval (July 14), families would have until July 24 to choose an option.

First day of school: Aug. 11.

Enrollment: 14,878.

San Leandro Unified

Plan: Distance learning. All students will start the year with online instruction, with ongoing preparation to reopen when safe.

First day of school: Aug. 12

Enrollment: 9,067

CONTRA COSTA COUNTY

Antioch Unified

Plan: Pending. The current plan is to offer families a choice between a hybrid model and distance learning.

First day of school: Sept. 1.

Enrollment: 16,293.

Mount Diablo Unified

Plan: Pending. The district announced it will begin the school year with distance learning. Plans will be finalized in the coming weeks. The plan “will allow for selective phasing into classroom environments only when and where the highest standards of health and safety can be achieved.” Final decision: July 30.

First day of school: Aug. 13.

Enrollment: 30,724.

Orinda Union Elementary

Retrieved: July 16, 2020

Plan: Hybrid. Elementary students will be in class on a morning or afternoon rotation four days a week. Middle school students take two courses, four days a week on three-week cycles. District officials cautioned the plan could revert to distance-learning only if conditions merit that.

First day of school: Aug. 13

Enrollment: 2,568

Pittsburg Unified

Plan: Pending. Teachers have recommended a choice between a hybrid model, with half the students on campus at one time, and full distance learning. Next update July 15.

First day of school: Aug. 12.

Enrollment: 11,367.

Walnut Creek Unified

Plan: Pending. Update on plans July 15.

First day of school: No date set.

Enrollment: 3,555.

West Contra Costa Unified

Plan: Distance learning. The district has a multi-phase plan for instruction, starting with distance learning, with in-person instruction added when deemed safe.

First day of school: Aug. 17.

Enrollment: 28,246.

MARIN COUNTY

Mill Valley School District

Plan: Pending. Several community task force meetings scheduled with the final one on Aug. 6.

Retrieved: July 16, 2020

First day of school: Aug. 20.

Enrollment: 2,839.

Novato Unified

Plan: Hybrid or distance learning. Parents must choose by July 17 between a hybrid model with half-day instruction in person or full-time virtual instruction.

First day of school: Aug. 20

Enrollment: 7,558

San Rafael City Schools

Plan: Pending. Draft plan expected on July 28, with a board vote Aug. 3, according to a spokesperson.

First day of school: Aug. 20.

Enrollment: 7,356.

SANTA CLARA COUNTY

East Side Union High School, San Jose

Plan: Most students will start the year in distance learning, with some high-needs students receiving in-person instruction. Campuses will be open, providing support services as well as access to Wi-Fi and quiet work spaces to all students who need it.

First day of school: Aug. 11.

Enrollment: 22,600.

Fremont Union High School District

Plan: Distance learning. The school year will start with distance learning only. After Alameda County has seen no new coronavirus cases for seven days, the board will re-evaluate and hold a new discussion.

First day of school: Aug. 26.

Retrieved: July 16, 2020

Enrollment: 11,071.

Palo Alto Unified

Plan: Hybrid and distance learning. Elementary schools will start with a hybrid schedule, with students at school part time in the morning or afternoon or a few days a week. Middle and high school students start online only with opportunities for on-campus activities. Choice of distance learning only for all students.

First day of school: Aug. 17.

Enrollment: 11,745.

San Jose Unified

Plan: Pending. A proposed plan to bring back as many students as possible to in-class instruction is on hold following teacher pushback. The district decided to survey parents and staff.

First day of school: Aug. 12.

Enrollment: 28,830.

Santa Clara Unified

Plan: Distance learning. All students will start the school year in distance learning. Families will eventually be given options during the 2020-21 school year, including distance learning, hybrid learning, in-person learning and independent study.

First day of school: Aug. 17.

Enrollment: 15,306.

SAN MATEO COUNTY

San Mateo Union High School

Plan: Pending. Families sent a mandatory questionnaire about how they want their students to learn in the fall. Next school board update July 14.

First day of school: Aug. 17.

Retrieved: July 16, 2020

Enrollment: 9,314.

Redwood City School District

Plan: Pending. Proposed parent choice between hybrid with in-person class two days a week and distance-learning only. Final plan to be announced July 22.

First day of school: Aug. 19.

Enrollment: 7,196.

South San Francisco Unified

Plan: Hybrid and full distance learning. Families choose between distance learning and a hybrid model, with students on staggered schedules.

First day of school: Aug. 12.

Enrollment: 8,438

*Jill Tucker, Kellie Hwang and Annie Vainshtein are San Francisco Chronicle staff writers.
Email: jtucker@sfgate.com, kellie.hwang@sfgate.com, avainshtein@sfgate.com*



MWA Relaunch Reference List – July 2020

The following list is intended to acknowledge some of the key resources used to inform our relaunch planning. Please note, this is not an exhaustive list.

Consultation & Advisement from Public Education & Health Entities:

- California Department of Education
- California Secretary of Education
- Contra Costa County Office of Education
- Contra Costa Health Services
- Making Waves Academy Board of Directors
- Summit Public Schools – Richmond Campus Leadership
- San Rafael Public Schools Planning Documents & Materials
- West Contra Costa County Unified School District

Webinars Attended:

- Distance Learning Innovations: Supporting in Special Education—Addressing Mental Health and Behavior
- Safe Reopen of School Virtual Forum
- Key Principles for a Quality Distance Learning
- Learning with Our Global Colleagues: Re-Engaging School Communities
- Lesson Planning for English Learners in Distance Learning Environments
- Webinar for Local Educational Agency (LEA) Leaders: Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools
- Attendance Works: Engaging Students and Families During Covid-19
- Making Students' Social-Emotional Health Integral to Distance Learning

CDE Taskforce & Forum Participation:

- Digital Divide Task Force
- Task Force on Safe Schools
- Virtual Support Circle for Educators
- WCCUSD & Local Charter Forum

State of California Documents and Resources:

- California Department of Education (2020, June). Stronger Together: A Guidebook for the safe Reopening of California's Public Schools: <https://www.cde.ca.gov/ls/he/hn/documents/strongertogether.pdf>
- Coronavirus Response and School Reopening Guidance: <https://www.cde.ca.gov>
- Distance Learning Toolkit: <https://www.cde.ca.gov>
- California Assembly Bill #77: <https://leginfo.legislature.ca.gov>

Published Works:

American Academy of Pediatrics. (2020). *Guidance on school re-entry*. Retrieved from the American Academy of Pediatrics website: <https://www.aap.org/>

Cameron, J.K., Wong, M., Pollack, W., and Rivard, P. (2020). Guidelines for re-entry into the school setting during the pandemic: Managing the social-emotional and traumatic impact school version. *Trauma Informed Leadership, North American Center for Threat Assessment and Trauma Response*. Retrieved from <https://www.nactatr.com/news/files/01GuideRe-Entry.pdf>

Center for Disease Control and Prevention. (2020). *Child care, schools, and youth programs: Prepare, plan, and respond*. Retrieved from The Center for Disease Control and Prevention website: <https://www.cdc.gov>

de Salamanca, C. (2018). Designing a synchronous learning environment that promotes community, interactivity, and equity of experience for on-campus and remote students. In Chen, B., deNoyelles, A., & Thompson, K. (Eds.), *Teaching Online Pedagogical Repository*. Orlando, FL: University of Central Florida Center for Distributed Learning.

Edutopia. (2020). *Designing your LMS to make distance learning better: Intentionally setting up a learning management system where everything students need is easy to access can help them all be successful*. Retrieved from <https://www.edutopia.org/article/designing-your-lms-make-distance-learning-better>

Phillips, R. (2020). *Post covid-19: Social-emotional learning is job #1 to effectively re-opening schools*. Retrieved from <https://community-matters.org/2020/04/10/post-covid-19-social-emotional-learning-is-job-1-to-effectively-re-opening-schools/>

Stargardter, J. (2020). *Virtual instruction for gifted Students*. Retrieved from <https://www.nagc.org/virtual-instruction-gifted-students>

Tate, E. (2017). Teaching in two places at once. *Inside Higher Ed*. Retrieved from <https://www.insidehighered.com/digital-learning/article/2017/03/08/technology-allows-teaching-two-places-once>

The Achievement Network and Transforming Education. (2020). *Head & Heart: An expanded approach to meeting students' needs as schools reopen*. Retrieved from <file:///C:/Users/ewardjackson/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/OY1EKXR1/Equity+Academics+and+Social+Emotional+Learning.pdf>

Coversheet

Pacheco Cleaning Services Contract Renewal

Section: II. Action Items
Item: B. Pacheco Cleaning Services Contract Renewal
Purpose: Vote
Submitted by: Wallace Wei
Related Material: Pacheco Cleaning Service 2020-21_Final.pdf

BACKGROUND:

Our attorney helped us draft the revised contract that reflects the following changes: • In the event that the MWA school facility is closed due to a public health order, Contractor agrees that the Services will be modified to require only two (2) days per week of services with a monthly rate of \$7,300 (as opposed to \$45,050/month if the school is open), the same as the arrangement in May and June, 2020. • In the event that Contractor's service schedule is modified as provided above, the compensation due Contractor shall be equitably adjusted. • Contractor understands that the Services must comply with state and federal law, must satisfy applicable health and safety standards, and must conform to rules and standards maintained by MWA for each facility. • Before starting Services, Contractor agrees to complete the Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance and Credential Verification (Exhibit C). • Contractor acknowledges and agrees that the Services must meet heightened standards for sanitation and disinfecting of surfaces due to the coronavirus disease (COVID-19) pandemic. In the event that the Services on Exhibit A must be modified to meet those standards, the parties agree to meet and confer in good faith to make such modifications as needed to ensure that MWA satisfies all applicable public health and safety orders and requirements. • Added Sexual Misconduct Liability – One million dollars (\$1,000,000) per claim. The vendor agreed to all the changes made in the revised contract.

RECOMMENDATION:

To approve the agreement with a fiscal impact of \$540,600.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into on July 1, 2020 by and between Pacheco's Cleaning Service ("Contractor") and **Making Waves Academy** (hereinafter "MWA") (collectively, the "Parties").

1. Contractor's Services

- a. Contractor agrees to perform the services ("Services") as described in **Exhibit A** attached to this Agreement, as it may be amended in writing from time to time by the Parties, provided that any amendment is signed by Contractor and a duly authorized representative of MWA.
- b. In the event that the MWA school facility is closed due to a public health order, Contractor agrees that the Services will be modified to require only two (2) days per week of services as set forth on **Exhibit B**.
- c. Contractor may, at Contractor's own expense, use employees or other subcontractors to perform the Services under this agreement.
- d. Consistent with this requirement, Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit, except to the extent doing so causes Contractor to breach Contractor's obligations under this Agreement or creates a conflict of interest.

2. Compensation

Contractor shall be paid the amount set forth in Exhibit A and invoice MWA on a monthly basis for all hours worked under this Agreement during the preceding month. In the event that Contractor's services are modified as provided in Paragraph 1.b, the compensation due Contractor shall be equitably adjusted. MWA shall pay all invoices within thirty (30) days after their receipt.

3. Expenses

MWA agrees to reimburse Contractor for all expenses reasonably incurred in the performance of the Services upon production of supporting receipts and documentation within thirty (30) days of each invoice.

4. Term of Agreement

- a. This Agreement governs cleaning services for the 2020-21 school year. This Agreement will become effective on July 1, 2020.
- b. Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party in accordance with the notice provisions set forth below.

- c. This Agreement terminates automatically on the occurrence of any of the following events: (a) the bankruptcy or insolvency of either party; (b) sale of business of either party; or (c) the death or permanent disability of either party; (d) material breach of any term or condition of this Agreement; or (e) revocation or nonrenewal of the MWA charter.
- d. Upon termination of this Agreement, Contractor shall be entitled to payment for Services completed prior to the termination date and reimbursement for expenses incurred prior to the termination date. Thereafter, MWA shall owe Contractor no further amounts or obligations.

5. Default

If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall be effective immediately on receipt of the written notification by the breaching party, or five days after mailing of the notice to the address set forth in the notice provisions below, whichever occurs first. For purposes of this section, material breach of this Agreement shall include, but not be limited to, the following: MWA's failure to pay for Contractor's Services as agreed within thirty (30) days after receipt of Contractor's written demand for payment in accordance with the notice provisions set forth below.

6. Relationship of the Parties

- a. Contractor enters into this agreement as, and shall continue to be, an independent contractor. In no circumstances shall Contractor look to MWA as Contractor's employer, partner, agent, or principal. Contractor has the right to perform services for others during the term of this Agreement. Neither Contractor nor any employee of Contractor (which for purposes of this Paragraph shall be included in the term "Contractor") shall be entitled to any benefits accorded to MWA's employees, including workers' compensation, disability insurance, retirement plans, or vacation or sick pay. Contractor's exclusion from benefit programs maintained by MWA is a material component of the terms of compensation negotiated by the Parties, and is not premised on Contractor's status as a non employee with respect to MWA. To the extent that the Contractor may become eligible for any benefit programs maintained by MWA (regardless of the timing of or reason for eligibility), Contractor hereby waives Contractor's right to participate in the programs. Contractor's waiver is not conditioned on any representation or assumption concerning Contractor's status under the common law test. Contractor also agrees that, consistent with Contractor's independent contractor status, Contractor will not apply for any government-sponsored benefits that are intended to apply to employees, including, but not limited to, unemployment benefits. Contractor shall be responsible for providing, at Contractor's expense and in Contractor's name, disability insurance and workers' compensation as required by the State of California, as well as licenses and permits usual or necessary for performing the Services. Contractor agrees to provide MWA with a W-9 upon request.

- b. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation, including income taxes, FICA (Social Security and Medicare taxes) and payroll taxes, and shall provide MWA with proof of payment on demand. Contractor indemnifies MWA for any claims, losses, costs, fees liabilities, damages, or injuries suffered by MWA arising from Contractor's breach of the provisions of this Paragraph.
- c. Contractor and MWA shall provide to each other upon request any information reasonably necessary to determine their obligations under this Agreement, to fulfill the purposes of the Services, or to maintain accurate records.

7. Place of Work

Contractor understands that the Services must comply with state and federal law, must satisfy applicable health and safety standards, and must conform to rules and standards maintained by MWA for each facility.

8. Insurance

- a. Without in anyway limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:
 - i. Coverage and Limits
 - ii. Limits - The Contractor shall maintain limits no less than the following:
 - A. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and not less than \$2,000,000 annual aggregate.
 - B. Automobile Liability - \$100,000 for bodily injury and property damage each accident limit.
 - C. Workers' Compensation as required by law. Employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease.
 - D. Sexual Misconduct Liability – One million dollars (\$1,000,000) per claim.
- b. Commercial General Liability and Business Automobile Liability policies must provide the following:
 - i. Name as Additional Insured MWA and its Board, officers, authorizer(s), authorized volunteers, agents, and employees.
 - ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

- c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by MWA.
- d. All policies shall provide thirty (30) days advance written notice to the insured prior to c.
- e. Before commencing any operations under this Agreement, Contractor must provide MWA with the certificates of insurance (Accord Form 25-S5 or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) and shall furnish complete copies of policies promptly upon MWA's request.
- f. Contractor also understands and agrees that MWA may withhold payment for services performed for any violations of the insurance provisions of this Agreement.
- g. Approval of the insurance by MWA shall not relieve or decrease the liability of Contractor hereunder.

9. Contractor Obligations

- a. By his/her signature on this Agreement, Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing the performance of the work of this Agreement.
- b. Before starting Services, Contractor agrees to complete the Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance and Credential Verification (**Exhibit C**).
- c. Contractor acknowledges and agrees that the Services must meet heightened standards for sanitation and disinfecting of surfaces due to the coronavirus disease (COVID-19) pandemic. In the event that the Services on **Exhibit A** must be modified to meet those standards, the parties agree to meet and confer in good faith to make such modifications as needed to ensure that MWA satisfies all applicable public health and safety orders and requirements.

10. Contractor's Representations and Indemnities

- a. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, in compliance with all applicable laws, regulations, standards and orders, without the advice, control, or supervision of MWA. Failure to do so shall constitute a material breach of this Agreement. Contractor shall be solely responsible for the professional performance of the Services, including but not limited to training regarding the proper use of cleaning and disinfecting products, and shall receive no training, assistance, direction, or control from MWA. Contractor shall have sole discretion and control of Contractor's Services and the manner in which they are to be performed. Contractor or Contractor's employees or subcontractors shall perform the services required by

this Agreement; MWA shall not hire, supervise or pay any assistants to help Contractor.

- b. Contractor shall and does hereby indemnify, defend, and hold harmless MWA, and MWA's officers, directors, authorizer, employees students and insurers from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that MWA may incur or suffer that result from, or are related to, the Services of Contractor under this Agreement except when the same shall arise due to the willful misconduct or gross negligence of MWA and MWA is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

11. Limited Liability

This provision allocates the risks under this Agreement between Contractor and MWA. Contractor's pricing reflects the allocation of risk and limitation of liability specified below. However, Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Contractor or Contractor's employees or agents while on MWA's premises to the extent such actions or omissions were not caused by MWA. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHER'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES

12. Proprietary Information

- a. "Proprietary Information" means all information pertaining in any manner to the business of MWA, unless (i) the information is or becomes publicly known through lawful means; (ii) the information was part of Contractor's general knowledge prior to Contractor's relationship with MWA; or (iii) the information is disclosed to Contractor without restriction by a third party who rightfully possesses the information and did not learn of it from the MWA. This definition includes, but is not limited to, information on MWA's employees, agents, or divisions. The written, printed, graphic, or electronically recorded materials furnished by MWA for use by Contractor are Proprietary Information and property of MWA.

- b. Contractor shall maintain in confidence and shall not, directly or indirectly,

disclose or use, either during or after the term of this Agreement, any Proprietary Information, confidential information, or know-how belonging to MWA, whether or not it is in written or permanent form, except to the extent necessary to

perform the Services. On termination of Contractor's services to MWA, or at the request of MWA before termination, Contractor shall deliver to MWA all material in Contractor's possession, custody or control relating to MWA's business including Proprietary Information. The obligations on Proprietary Information extend to information belonging to customers and suppliers of MWA about whom Contractor may have gained knowledge as a result of performing the Services.

- c. Nothing in this Paragraph 12 is intended to limit any remedy of the MWA under the California Uniform Trade Secrets Act (California Civil Code Section 3426), or otherwise available under the law.

13. Dispute Resolution

The parties shall negotiate in good faith in an attempt to resolve all disputes between Contractor, including any employees of Contractor, and MWA relating in any way to this Agreement or the Services to be performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment, and any violation of federal or state law) ("Arbitrable Claims"). Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If the mediation is unsuccessful, the dispute shall be resolved by binding arbitration before a neutral arbitrator. The arbitrator shall be selected and the arbitration hearing conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association and shall take place in Richmond, California, unless otherwise agreed by the Parties. Arbitration shall be final and binding upon the Parties and shall be the exclusive remedy for all claims covered by this arbitration provision. Either party may bring an action in court to compel arbitration under this Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgment based on the arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit, or administrative action, in any way related to any Arbitrable Claim. The Federal Arbitration Act shall govern the interpretation and enforcement of this Section on Arbitration, except if any court finds that the Federal Arbitration Act does not apply, the California Arbitration Act shall govern the interpretation and enforcement of this Section. If any court or arbitrator finds that any term makes this Arbitration Section unenforceable for any reason, the court or arbitrator shall have the power to modify such term (or if necessary delete such term) to the minimum extent necessary to make this Arbitration Section enforceable to the fullest extent permitted by law.

THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING WITHOUT LIMITATION TO ANY RIGHT TO TRIAL BY JURY AS TO THE MAKING, EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

14. Miscellaneous Provisions

- a. Entire Agreement. The terms of this Agreement are intended by the Parties to be the

final expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, except as expressly set forth in this Agreement. The Parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.

- a. Amendments: Waivers. This Agreement shall not be varied, altered, modified, changed or in any way amended except by an instrument in writing executed by Contractor and a duly authorized representative of MWA.
- b. Severability: Enforcement. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by an arbitrator or a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and such provision shall be enforced to fullest extent consistent with applicable law.
- c. Governing Law. The validity, interpretation, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of California, without giving effect to its law regarding the conflict of laws.
- d. Interpretation. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit and not against the party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of this Agreement.

15. Acknowledgement

The Parties acknowledge that (i) they have each had the opportunity to consult with independent counsel of their own choice concerning this Agreement and have done so to the extent they deem necessary, and (ii) they each have read and understand the Agreement, are fully aware of its legal effect, and have entered into it voluntarily and freely based on their own judgment and not on any promises of representations other than those contained in the Agreement.

16. Notices

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- (a) When delivered personally to the recipient's address as stated on this Agreement;
- (b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or

(c) When sent by fax to the last fax number of the recipient known to the person giving notice.

Notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt.

If to Contractor:

Pacheco's Cleaning
2025 Dover Ave.
Richmond, CA 94806
[EMAIL]
[PHONE NUMBER]

If to MWA:

Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806
Attn: CFO
wwei@mwacademy.org
(510) 779-1405

MAKING WAVES ACADEMY

By _____
Alton B. Nelson, Chief Executive Officer
510.262.1511
510.262.1518 fax

CONTRACTOR

By _____
Pacheco's Cleaning Service
2025 Dover Ave.
San Pablo, CA 9480

Exhibit A: Scope of Work 2020- 2021

I. Project for which the Services are being performed:

- Custodial Services – to be performed according to an established schedule
- Custodial Services – to be performed as requests
 - Hourly rate for:
 - Non-contracted cleaning projects
 - Special events

II. Services to be performed by frequency

Services to be performed by Vendor five times per week

- **Office Areas**
 - Empty waste/recycle bins in office areas
 - Vacuum all office areas including the hallways
 - Reception Area - Clean entrance Doors
 - Dust, wipe and disinfect all touched surfaces,¹ furniture and tables
- **Servery Area and Student Commons**
 - Empty waste/recycle bins
 - Mop and sanitize all servery, including kitchen areas
 - Windows
- **Staff Lounge**
 - Empty waste/recycle bins in area
 - Wipe and disinfect all touched surfaces, furniture, appliances and tables
 - Not responsible for dirty dishes in the sink due to breakage
- **Blackbox, Theater and Gym**
 - Mop and sanitize all areas
 - Dust mop gym floor
 - Wet mop gym floor
 - Clean bleachers
- **Classrooms (Including Open Learning Spaces and Makerspace)**
 - Dust and disinfect the touched surfaces, furniture and desks
 - Empty waste/recycle bins
 - Mop and sanitize all classroom areas
- **Restrooms**
 - Mop and sanitize all restrooms
 - Responsible for stocking the paper towels, toilet paper and hand soap
 - Responsible for replenishing the paper towel dispenser
- **Libraries**
 - Dust and disinfect the touched surfaces, furniture, bookshelves, and tables
 - Empty waste/recycle bins
 - Vacuum all areas

¹ The term “touched surfaces” means surfaces that are typically touched frequently and which are recommended for sanitation as a disinfecting protocol. This includes but is not limited to doorknobs, handles, keyboards, handsets, computer mice, keypads, etc.

Covered Outdoor Eating Areas

- Pick up trash on ground and tables

Services to be performed by Vendor once per month

- Empty and clean refrigerators in all staff lounges
- Clean building windows

Services to be performed by Vendor two times a year

- Summer break: Powerwashing hard surfaces
- Winter break: Powerwashing hard surfaces

Services to be performed by Vendor twice a year

- Summer: Auto scrub floors, clean windows, power wash the restrooms, clean carpets, deep clean servery floors, dust all light fixtures and cabinets, clean roofs of debris,
- Winter: Power wash the restrooms, perform required cleaning touch ups, clean servery floors, clean roofs of debris

Janitorial Supplies

- CONTRACTOR will keep inventories of all janitorial supplies and will inform MWA for replenishments. MWA is responsible for purchasing the required and necessary janitorial supplies.

Equipment Supplies and Maintenance

- MWA will be responsible for providing and maintaining the necessary and required cleaning equipment.

II. Delivery Schedule for Performing Services ("Delivery Schedule")

- Contractor agrees to provide cleaning services five (5) days per week unless otherwise specified
- Cleaning Services to be provided between the hours of 5:00 p.m. to 10:00 p.m.

III. Cleaning Fees

- a. Rate per month: \$45,050
 - b. Rate per hour for MWA approved, non-contracted work and powerwashing: \$26.00
- b. Additional duties as requested, not included in Exhibit A, will be performed only after both the Contractor and MWA agree with the timing of the duties.

EXHIBIT A
Continued

MAKING WAVES ACADEMY SERVICES/ACTIVITIES TO BE
PERFORMED AND FREQUENCY

OFFICE

SERVERY

STUDENT COMMONS

CLASSROOM (MAKER SPACE AND OPEN LEARNING SPACE)

RESTROOM

LAB

HALLWAYS

ELEVATOR

CONFERENCE

GYM

LIBRARY

STAFF LOUNGE

BLACKBOX AND THEATER

DEEP CLEANING- SUMMER & WINTER

Exhibit A

OFFICE		Frequency			
Item	Task	Daily	Weekly	Monthly	As Needed
Bookcase	Dust		X		
Carpet	Vacuum		X		
Chair	Dust		X		
Desk surface	Damp Clean		X		
Touched surfaces	Disinfect	X			
Door, Both Sides File	Damp Clean		X		
Cabinets Recycle Bin	Dust		X		
Tables	Empty		X		
Waste Bin	Damp Clean		X		
	Empty	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A

SERVERY		Frequency			
Item	Task	Daily	Weekly	Monthly	As Needed
Dispenser, Paper Towel	Refill				X
Dispenser, Soap	Refill				X
Floor	Damp Mop	X			
Recycle Bin	Empty	X			
Sink	Disinfect	X			
Waste Bin	Empty	X			

NOTE: Dispensers are refilled as needed

INITIALS:

MWA _____

Contractor _____

Exhibit A

CLASSROOM (MAKER SPACE & OPEN LEARNING SPACE) Frequency

Item	Task	Daily	Weekly	Monthly	As Needed
White Board and Eraser	Clean		X		
Sink	Unclutter	X			
Student Desk	Align	X			
Trash on Floor	Pick Up	X			
Bookcase	Dust	X			
Counter Top	Disinfect	X			
Desks	Damp Clean	X			
Desk, Student	Damp Clean	X			
Touched Surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Waste Bin	Empty	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A

RESTROOM		Frequency			
Item	Task	Daily	Weekly	Monthly	As Needed
Dispenser, Paper Towel	Refill				X
Dispenser, San. Napkins	Empty	X			
Dispenser, Soap	Refill				X
Dispenser, Toilet Paper	Refill				X
Touched surfaces	Disinfect	X			
Door lock	Secure				X
Door, Both Sides	Damp Clean		X		
Drain, Floor	Clean	X			
Floor	Damp Mop	X			
Mirrors	Damp Clean	X			
Sinks	Clean/Disinfect	X			
Toilets	Clean/Disinfect	X			
Waste Bin - large	Empty	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A

LAB Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Sink	Unclutter	X			
Student Desk	Align	X			
Trash on Floor	Pick Up	X			
Window	Secure	X			
Bookcase	Dust		X		
Counter Top	Disinfect	X			
Desks	Damp Clean	X			
Desk,Student	Damp Clean	X			
Touched surfaces	Disinfect	X			
Door,Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Horizontal Surface	Dust	X			
Waste Bin	Empty	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A

HALLWAY		Frequency			
Item	Task	Daily	Weekly	Monthly	As Needed
Floor	Damp Mop	X			
Floor	Dust Mop	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A

Elevator		Frequency				
Floor	Item	Task	Daily	Weekly	Monthly	As Needed
		Clean Elevator Walls	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A

CONFERENCE

Item	Task	Daily	Weekly	Monthly	As Needed
Frequency					
Carpet	Vacuum	X			
Chair	Dust	X			
Door Handle / knob	Disinfect	X			
Door, Both Sides	Damp Clean		X		
White Board & Eraser	Wash		X		

INITIALS:

MWA _____

Contractor _____

Exhibit A

GYM Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Sink	Unclutter	X			
Trash on Floor	Pick Up	X			
Counter Top	Disinfect	X			
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Floor	Wet Mop		X		
Waste Bin	Empty	X			
Bleachers	Dust Mop		X		X
Bleacher	Clean Seats		X		X

INITIALS:

MWA _____

Contractor _____

Exhibit A

Library Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Trash on Floor	Pick Up	X			
Bookcase	Dust		X		
Counter Top	Disinfect	X			
Desks	Damp Clean	X			
Desk, Student	Damp Clean	X			
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Floor	Vacuum	X			
Waste Bin	Empty	X			

INITIALS:

MWA _____

Contractor _____

Exhibit A

STAFF LOUNGE

Frequency

Item	Task	Daily	Weekly	Monthly	As Needed
Sink	Clean	X			
Chair	Dust	X			
Touched surfaces	Disinfect	X			
Door, Both Sides	Damp Clean		X		
Recycle Bin	Empty	X			
Tables	Damp Clean	X			
Waste Bin	Empty	X			

INITIALS:

MWA_____

Contractor_____

Exhibit A

Blackbox and Theater

Item	Task	Frequency			
		Daily	Weekly	Monthly	As Needed
Trash on Floor	Pick Up	X			
Touched surfaces	Disinfect	X			
Door,Both Sides	Damp Clean		X		
Floor	Dust Mop	X			
Waste Bin	Empty	X			
Bleachers/Seats	Dust Mop		X		X
Bleachers/Seats	Spot Clean Seats		X		X

INITIALS:

MWA _____

Contractor _____

Exhibit A

DEEP CLEANING

Item	Task
	Deep Cleaning activities take place during two academic breaks unless otherwise noted: December (Winter Break) and August (Summer Break)
Lights:	Dust
Cabinets:	Dust and damp clean inside and top of cabinets
Floors:	Auto scrub
Windows:	Wash interior and exterior of buildings
Vents:	Dust/vacuum air ducts
lockers:	Dust and damp clean locker tops
Blinds:	Dust/vacuum blinds
Walls:	Damp clean walls
Doors:	Damp Clean doors during breaks
Borders (floor trim):	Damp clean borders
Restrooms:	Power wash restroom stalls once a month. Wash walls quarterly.
Roof:	Remove leaves, debris and balls during breaks
Roof:	Blow the leaves from the front entrances every other week
Trash baskets and hallway	Wash
Classroom recycle wastepaper	
Trash baskets and hallway	Wash
Classroom Trash wastepaper	
baskets and hallway Exterior	Wash
large garbage cans-	
compose wastepaper	Wash
Exterior large garbage cans-recycle wastepaper	
	Wash
Exterior large garbage cans-trash wastepaper	
	Wash
Storage & Electrical Closets:	Dust, sweep, remove cobwebs
Hard exterior surfaces (concrete)	Powerwash at Thanksgiving break, February break and Spring break
Carpets:	
library, offices, classrooms	Wash once a year or during breaks as needed
Soft furniture:	Spot clean

INITIALS:

MWA_____

Contractor_____

EXHIBIT A WILL BE AMENDED IN JULY 2021 IN ORDER TO REFLECT MWA'S NEWLY CONSTRUCTED FACILITIES AND ANY RESULTING CHANGES IN CONTRACTOR RESPONSIBILITIES AND CLEANING FEES.

THIS EXHIBIT A IS AGREED TO EFFECTIVE JULY 1, 2020

MAKING WAVES ACADEMY

By _____
Alton B. Nelson, Chief Executive Officer
510.262.1511
510.262.1518 fax

CONTRACTOR

By _____
Pacheco's Cleaning Service
2025 Dover Ave.
San Pablo, CA 94806

Exhibit B

Modified Services

In the event that MWA is closed during the regular school year due to a public health order adopted in response to a surge in COVID-19, Contractor agrees to the following modified services:

-Come in twice per week

Monday and Wednesday

Clean US building 1, UP building 4, & MS building 1

hours: 4pm-8pm

Disinfecting

Restrooms

Front office

Server

Floors

Take out trash

- Pick up outside trash

Pick up trash from walkways

Pick up trash from plants and bushes

Empty out all trash throughout the campus

- On call services

We are available Monday through Friday

Our proposal is for a monthly rate of \$7,300

Exhibit C

Certification of Criminal Background Clearance, Tuberculosis (TB) Clearance, and Credential Verification

This form is to be completed with respect to the Agreement between Making Waves Academy (“MWA”) and Pacheco’s Cleaning Service (“Independent Contractor”).

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

- A. The Independent Contractor hereby certifies to NAME that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with NAME students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.

- B. The Independent Contractor hereby certifies to NAME that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.

- C. The Independent Contractor hereby certifies to NAME that it has required and verified that all of the Independent Contractor’s employees whose assignment at NAME requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(l).

List below, or attach, the **name and other information for each vendor employee for whom the Independent Contractor has successfully completed the requisite fingerprinting and criminal background check, TB risk assessment/clearance, and credential verification (if applicable), in accordance with the provisions above.**

Name of Employee	Date of Criminal Background Clearance Determination	TB Expiration Date	Credential(s) Type and Expiration Date(s)
<i>John Example</i>	<i>07/23/2014</i>	<i>07/23/2018</i>	<i>MSTC 07/01/2018</i>

WAIVER JUSTIFICATION:

D. The Independent Contractor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

The Independent Contractor and its employees will have **NO CONTACT** with pupils. (No school-site Services will be provided.)

The Independent Contractor and its employees will have **LIMITED CONTACT** with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Independent Contractor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

The Independent Contractor, which will be providing for construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the Independent Contractor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

1) Installation of a physical barrier at the worksite to limit contact with students.

2) Continual supervision and monitoring of all employees of the Independent Contractor by an employee of the Independent Contractor who has not been convicted of a serious of violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

3) Surveillance of employees of the Independent Contractor by school personnel

The Services provided by the Independent Contractor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

By signing below, under penalty of perjury, I certify that the information contained on this certification form and the employee list(s) is accurate. I understand that it is the Independent Contractor's sole responsibility to maintain, update, and provide MWA with current and complete information along with the employee list, throughout the duration of Services provided by Independent Contractor.

Authorized Vendor Signature

Printed Name

Title

Date

Coversheet

Alliant Memorandum of Understanding (MOU)

Section: II. Action Items
Item: C. Alliant Memorandum of Understanding (MOU)
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: Making Waves Academy-MOU-ST-2020.pdf

BACKGROUND:

MWA partners with Alliant University for our Teacher Residency Program. All of our teacher residents enroll at Alliant University to obtain their credential. This MOU certifies that MWA will partner with Alliant University for the 2020-2021 school year.

RECOMMENDATION:

We recommend that the board approves the MOU between MWA and Alliant University.



MEMORANDUM OF UNDERSTANDING
Between
ALLIANT INTERNATIONAL UNIVERSITY, INC. A CALIFORNIA BENEFIT CORPORATION
And
Making Waves Academy

Alliant International University, Inc., a California Benefit Corporation (the “University”), and Making Waves Academy (the “District”) agree to the following conditions that apply to Student Teachers who are or will be enrolled in the Teacher Credential Program through the California School of Education at Alliant International University. This Memorandum of Understanding shall become effective August 01, 2020 for a period of sixteen months (16). This Memorandum of Understanding may be terminated by either party with sixty (60) days’ written notice, unless both parties agree to an earlier termination date. Any termination of the Memorandum of Understanding by either party shall not affect the status of any Intern who has been placed with the District prior to the effective date of termination.

Subject to the suspension of any requirements pursuant to Executive Order N-66-20 or other related Executive Orders.

The University agrees and certifies that:

1. Each Candidate shall have passed the Basic Skills Requirement or California Educational Basic Skill Test (CEBST) and, for Student Teachers and Teacher Interns, required subject matter competency prior to assuming Student Teaching or Intern services or responsibilities.
2. Each Candidate shall possess a Bachelor’s Degree, documented by official transcripts with a minimum overall GPA of 2.5. Teacher Credential Interns shall have passed the subject matter requirement.
3. Each Teacher Intern shall have a minimum of 120 hours of verified pre-service experience with students in educational settings.
4. Each Teacher Intern shall have passed U.S. Constitution coursework or examination.
5. Each Candidate shall be provided adequate supervision, advice, encouragement and support, as appropriate, by University personnel, including but not limited to the University faculty and the University field supervisor as directed by the California Commission on Teacher Credentialing Standards.
6. University Supervisors will observe and evaluate Teacher Interns at least three (3) times during an 8-week term and allocate time with each Intern after each visit to discuss the video observation.
7. University Supervisors will meet with District Support Providers at the beginning of the Candidate’s field placement in order to establish roles and duties in order to best support the Candidate.

8. For Teacher Education programs, District Support Providers will be required to provide one evaluation per Alliant academic term (8 weeks) using Alliant's evaluative matrix based on the Teacher Performance Expectations (TPE) established by the Commission on Teacher Credentialing (CTC).
9. The University agrees to pay a stipend to master teachers in the amount of \$175 per 8-week term.

The District agrees and certifies that:

1. The purpose of the Internship Program is to add to the pool of qualified teachers that the District has continually sought to maintain.
2. The Intern's services shall meet the instructional or service needs of the District.
3. Each Intern shall be assigned as an Intern under a contract with an appointment of at least .60 FTE of her/his workday, and placed in a job that shall allow for substantial experience in instructional or service duties.
4. No appointment shall be made unless the prospective Intern provides proof of fingerprint clearance or a photocopy of a California teaching permit, and verification that he or she is free from tuberculosis.
5. No Intern shall displace any fully credentialed employee in the District.
6. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by District personnel, including but not limited to both an immediate field supervisor and an in-district mentor as directed by the California Commission on Teacher Credentialing Standards.
7. The District and the University, in partnership, must provide support for each Intern.
8. The District and University, in partnership, must provide a total of 189 hours annually of support for each teacher intern (45 hours of which will be dedicated to ELL support).
9. The Intern's salary shall not be reduced to pay for the supervision of the Intern.
10. District Support Providers will meet with University Supervisors at the beginning of the candidate's field placement in order to establish roles and duties in order to best support the candidate.
11. The District Support Provider will observe and evaluate each Intern Teacher at least one time during a term (4 times in an academic year because the candidate is required to complete four 8-week terms of clinical practice over the course of the academic year) and allocate time with each Intern after each visit to discuss the observation. The District Support Provider will provide evidence of each observation and evaluation to the University Supervisor.
12. District Site Support Providers must hold credentials in the same areas as the Interns they support and/or hold an Administrative Services Credential.
13. All Intern Teachers and Student Teachers must have experience working with diverse student populations including English Language Learners (ELLs), students with disabilities, and students from varying socioeconomic statuses. For Clinical Practice placements, at least 10% of the student body must be comprised of each of the following: ELLs, students with disabilities, and students from a low socioeconomic background. If a candidate is in a Clinical Practice placement that falls short of the 10% threshold in any of the aforementioned areas, the District understands that for each percentage point below that threshold, the candidate will be required to observe for two (2) full days in either an ELL classroom, a Special Education classroom, or a classroom at a Title 1 school, depending on the area or areas, of deficient diverse student population group(s), to gain sufficient experience in those student population groups.

14. District Intern Support Providers, , and master teachers must have a minimum of three (3) years' teaching experience, have a Clear Credential in the credential area they are supervising (or an Administrative Service Credential), and have a Master's degree or equivalent. The District confirms that its Intern Support Providers have been adequately trained in their supervisory roles.

INSURANCE

Alliant International University, Inc. shall maintain commercial general liability insurance from an insurance carrier with an AM Best rating of A- VII or better in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate, and shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

The District shall provide and maintain commercial general liability insurance acceptable to Alliant International University, Inc., or utilize a program of self-insurance in the minimum amounts of \$1,000,000 combined single limit, \$3,000,000 general aggregate, and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Memorandum of Understanding.

Alliant International University does not furnish workers' compensation for students participating in this program. It is understood that Student Teachers are not employees of the District. Alliant International University, Inc., at its discretion, may maintain at its sole expense workers' compensation and employer's liability for students who are participating in its program.

NON-DISCRIMINATION, HARASSMENT, RETALIATION CLAUSE

The University and the District agree to abide by the requirements of all federal and state laws regarding prohibited discrimination, harassment, and retaliation, as well as equal opportunity, including, but not limited to: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1975, the Americans with Disabilities Act of 1990, the Equal Pay Act, the Fair Employment & Housing Act of 1968, as amended, the California Unruh Civil Rights Act, the California Fair Pay Act, and the California Fair Employment & Housing Act of 1959, as amended.

The University and the District agree not to discriminate in their enrollment and employment practices, and will render services under this Memorandum of Understanding without regard to an individual's age, race, color, religion, creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender expression, gender identification, national origin, ancestry, genetic information, military or veteran status, political affiliation, disabilities, or any other legally protected status. The University and the District will not permit harassment against individuals based on any of the aforementioned characteristics, nor will they permit retaliation against any individual who makes a good faith complaint regarding discrimination or harassment. Any act of discrimination, harassment, or retaliation committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Memorandum of Understanding.

MUTUAL HOLD HARMLESS AND INDEMNIFICATION; LIMITATION OF LIABILITY; STUDENT STATUS

The University shall hold harmless, defend and indemnify the District and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the University, its officers, employees, or student teachers, incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees and agents.

The District shall hold harmless, defend and indemnify the University and its officers, employees, and agents from and against any and all losses, demands, claims, damages (including costs and attorneys' fees), or causes of action arising from any negligent act or omission or willful misconduct of the District, its officers, employees, or agents,

incurred in the performance of this Memorandum of Understanding, but only in proportion in and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the District, its officers, employees and agents.

Except for the indemnifying party's obligations pursuant to the immediately preceding two paragraphs or the other party's gross negligence or willful misconduct: (i) neither party shall be liable to the other party for any special, incidental, consequential, indirect or punitive damages (including loss of (anticipated) profits), and/or reasonable attorneys' fees and costs, arising in any way out of this Memorandum of Understanding, however caused and on any theory of liability.

Subject to the first two paragraphs of this section, a party shall have no liability to the other party for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the parties involved and such course of conduct did not constitute gross negligence or intentional misconduct.

The parties to this Memorandum of Understanding hereby assert that no liability is assumed by either party for damages or injuries which arise from participants independently traveling to or from service sites.

The parties understand and agree that Interns are not employees, contractors or agents of the parties. Interns are students of the University. It is understood and agreed that the University's students are not to be considered employees of the District and therefore students are not eligible for worker's compensation insurance and the University does not maintain worker's compensation insurance for student coverage.

The parties to this Memorandum of Understanding also agree that each is responsible only for the actions of their respective officers, agents, and employees. Neither party hereto is to be considered the agent of the other party for any purpose whatsoever, and neither party has any authority to enter into any contract or assume any obligation for the other party or to make any warranty or representation on behalf of the other party.

CONFIDENTIALITY

The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"), and that the permission of students must be obtained before student data can be released to anyone.

The parties' mutual understanding on the treatment of Confidential Information (as defined below) is as follows:

1. The District and the University shall not, and shall not permit any of their respective employees, agents or contractors, to use, reproduce, distribute, publish, disclose, transmit or otherwise transfer, directly or indirectly, to any other person, organization or entity, any Confidential Information of the other party (or any portion thereof), except (i) to the extent necessary to perform its obligations to the other party in connection with this Memorandum of Understanding; or (ii) with the prior written permission of the other party. Each party agrees to disclose the Confidential Information of the other party solely to those of its employees, agents and contractors having a good faith need to know such information. Each party shall protect the Confidential Information of the other party by exercising at least the same measures that such party uses to protect its own confidential information of like character, which shall be no less than a reasonable standard of care. Each party shall be held responsible for any and all breaches of this paragraph by or through any employee, agent or contractor of such party. Each party shall (x) inform all employees, agents and contractors having access to any or all of the Confidential Information of the other party of the existence of this Memorandum of Understanding and the confidentiality obligations set forth herein; and (y) take sufficient steps to cause such employees, agents and contractors to observe the confidentiality obligations set forth herein. If either party or one of their employees, agents or contractors is compelled (by deposition, interrogatory, request for documents, subpoena, civil investigation demand or similar process) to disclose any of the Confidential Information of the other party, that party shall provide the other party with prompt prior written notice of such compulsion so that the other party may seek, at its own

expense, a protective order or other appropriate remedy or, if appropriate, waive compliance with the terms of this Memorandum of Understanding.

2. As used herein, “Confidential Information” means all confidential information in documents or other tangible materials clearly marked as proprietary or confidential about, or disclosed by, either party to this Memorandum of Understanding, including knowledge, technical and business information relating to such party’s products, research and development, production, costs, engineering processes, artwork, designs, computer software, formulas, methods, ideas, concepts, contemplated new services, improvements, associations with other organizations, profit or margin information, finances, customers, suppliers, marketing, and past, present or future business plans and business arrangements, and information concerning employees (including, in the case of the University and the District, faculty), Interns, and students or prospective students (provided any disclosure relating to any student or prospective student is permitted by and carried out in accordance with FERPA). Notwithstanding the foregoing, no information shall be deemed Confidential Information if such information: (i) is generally known to the public on the date of disclosure of same or becomes generally known to the public after such date through no breach of this Memorandum of Understanding or any other obligation of confidentiality; (ii) was known by the party receiving such information under this Memorandum of Understanding (the “Receiving Party”) without any obligation to hold it in confidence at the time of disclosure; (iii) is received by the Receiving Party after the date of disclosure by the other party (the “Disclosing Party”) hereunder from a third party without imposition, knowledge or breach of any obligation of confidentiality; (iv) is independently developed by the Receiving Party after the date of disclosure by the Receiving Party without access to Confidential Information of the Disclosing Party; or (v) is approved for release by written authorization of the Disclosing Party.

3. The District and the University acknowledge that the University’s use of the internship programs may be subject to the privacy regulations outlined in FERPA, for the handling of such information. The District shall not knowingly disclose Confidential Information to any third party in violation of FERPA. The District represents and warrants that it will comply with FERPA to the extent applicable and will instruct its employees handling Intern student information provided by the University of its obligations under FERPA. The District further agrees that it will prohibit its employees from accessing any records of any student or prospective students at the University, including Interns, without a valid business reason to access such records.

GENERAL TERMS

This Memorandum of Understanding contains all of the terms and conditions between the parties. This Memorandum of Understanding may be revised or modified only by mutual agreement and written amendment signed by both parties.

Each party represents and warrants to the other party that: (i) it has all requisite power and authority to execute this Memorandum of Understanding and to perform its obligations hereunder; (ii) the execution, delivery and performance of this Memorandum of Understanding have been duly authorized and approved by each party, and will not conflict with any agreement of, or law applicable to, such party; (iii) this Memorandum of Understanding is a valid and binding agreement of each party enforceable in accordance with its terms.

In addition to its representations in the immediately preceding paragraph, the District represents and warrants to the University that:

1. it is and will continue to be in compliance all applicable federal, state, and local laws, including without limitation all privacy, data protection, advertising and marketing laws, and contracts;

2. neither it nor any of its affiliates has been debarred or suspended, or engaged in any activity that is cause for debarment or suspension, pursuant to applicable state law; and

3. it shall take any and all actions, or refrain from or cease such actions, as is necessary to maintain the University's reputation, accreditation, state approvals, Title IV eligibility, and academic integrity, including, but not limited to, adherence with the U.S. Department of Education's misrepresentation regulations provided at 34 C.F.R. Part 668 Subpart F.

Neither party may, without written approval of the other, assign this Memorandum of Understanding or transfer its interest or any part thereof under this Memorandum of Understanding to any third party, except that a party may assign its rights or obligations to a third party in connection with the merger, reorganization or acquisition of stock or assets affecting all or substantially all of the properties or assets of the assigning party.

This Memorandum of Understanding constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

If any of the sections of this Memorandum of Understanding shall be deemed invalid, void, or for any reason unenforceable, that section shall be deemed severable and shall not affect the validity and enforceability of any remaining section.

Except for ancillary measures in aid of arbitration and for proceedings to obtain provisional or equitable remedies and interim relief, including, without limitation, injunctive relief, any controversy, dispute or claim arising out of or in connection with or relating to this Memorandum of Understanding, or the breach, termination or validity thereof or any transaction contemplated hereby (any such controversy, dispute or claim being referred to as a "Dispute"), shall be finally settled by arbitration administered by Judicial Arbitration & Mediation Services, Inc. ("JAMS"), pursuant to its Comprehensive Arbitration Rules & Procedures (the "JAMS Rules"). The parties understand and agree that, by signing this Agreement, they are expressly waiving, to the fullest extent permitted by law, any and all rights to a trial before a judge or jury or hearing before an adjudicative agency, regarding any disputes and claims which they now have or which they may in the future have that are subject to arbitration under this Agreement. There shall be one neutral arbitrator that shall be mutually agreed to by the parties or, if the parties do not agree, then one shall be appointed pursuant to JAMS's procedures, in each case, within 30 business days of receipt of the demand for arbitration by the respondent(s) in any such proceeding. An arbitration pursuant to this paragraph shall take place in San Diego, California. A final award shall be rendered as soon as reasonably possible. The Arbitrator shall permit both parties to engage in reasonable pre-hearing discovery to obtain information to prosecute or defend the asserted claims. The arbitration decision or award shall be in writing. The arbitrator shall have the authority to award any relief authorized by law in connection with the asserted claims or disputes. Judgment on the decision or award rendered by the arbitrator may be entered and specifically enforced in any court having jurisdiction thereof. All arbitrations commenced pursuant to this Memorandum of Understanding, or any other related agreement or document, shall be consolidated and heard by the initially appointed arbitrator. The arbitration award or ruling shall provide for payment by the losing party of the fees and costs of the arbitration, including without limitation, the reasonable attorneys' fees and attorneys' costs incurred by the prevailing parties.

This Memorandum of Understanding, and any controversy arising out of or relating to this Memorandum of Understanding, shall be governed by and construed in accordance with the internal laws of the State of California, without regard to conflict of law principles that would result in the application of any law other than the law of the State of California.

This Memorandum of Understanding may be executed and delivered by facsimile signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and each of which may be executed by less than all parties, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

The titles and subtitles used in this Memorandum of Understanding are used for convenience only and are not to be considered in construing or interpreting this Memorandum of Understanding.

All notices and other communications given or made pursuant to this Memorandum of Understanding shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent

by confirmed facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page hereto, or to such facsimile number or address as subsequently modified by written notice given in accordance with this paragraph.

The Sections titled “Non-Discrimination, Harassment, and Retaliation Clause,” “Mutual Hold Harmless and Indemnification; Limitation of Liability; Student Status,” “Confidentiality,” and “General Terms” shall survive the termination of this Memorandum of Understanding.

(Signatures on following page)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have duly executed this Memorandum of Understanding by their authorized representatives as of the date first written above.

Alliant International University, Inc.:

Dr. Kristy Pruitt, Dean
California School of Education
Alliant International University, Inc.

Date

Address:

10455 Pomerado Rd.
San Diego, CA 92131

Making Waves Academy:

President, Board of Education, Making Waves Academy

Date

Superintendent, Making Waves Academy

Date

Address:

4123 Lakeside Drive
Richmond, CA 94806

Coversheet

Maxim Contract Buyout

Section: II. Action Items
Item: D. Maxim Contract Buyout
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: 2020_MHSS_BuyOut Amendment_Luz Becerra_6.11.2020.pdf

BACKGROUND:

For the past two years, we have provided an on-campus nurse on a contract basis. This year, we decided to hire the contracted nurse as a full-time MWA Employee. As stipulated in the contract, approved by the board in September 2019, there is a fixed fee for converting a Maxim employee into our employee.

RECOMMENDATION:

We recommend the board review and approve the amendment to the contract so that MWA can proceed with hiring the contracted nurse.



AMENDMENT (“Amendment”) OF THE FACILITY STAFFING AGREEMENT (“Agreement”) BETWEEN MAXIM HEALTHCARE STAFFING SERVICES, INC. AND Making Waves Academy

This Amendment is incorporated in the Agreement as of (“Effective Date”), 7/1/2020 between, Making Waves Academy (hereinafter referred to as “FACILITY”) and **Maxim Healthcare Staffing Services, Inc.**, (hereinafter referred to as “MAXIM”).

RECITALS

WHEREAS, FACILITY and MAXIM entered into the Agreement with an effective date of August 1, 2018.

WHEREAS, FACILITY and MAXIM wish to amend the Agreement and incorporate the following terms and conditions.

NOW THEREFORE, the parties do mutually agree as follows:

Temp to Perm. As of the Effective Date and Section 3.6 of the Agreement notwithstanding, FACILITY shall have the right to directly hire Luz Becerra, RN, (hereinafter the “EMPLOYEE”) as an employee in exchange for a placement fee of \$31,200.00. Section 3.6 as written in the Agreement shall continue to apply to any other MAXIM personnel retained by FACILITY. Once FACILITY hires EMPLOYEE, MAXIM is released from all staffing responsibility, employer obligations, and personnel matters related to EMPLOYEE, including, but not limited to insurance coverage, payment of wages or other forms of compensation, and mandatory state and federal withholdings. FACILITY agrees to indemnify, defend, and hold harmless MAXIM from any liability or claim, arising out of employment with FACILITY.

All other terms and conditions of the Agreement not amended hereby shall remain unchanged as stated in the original Agreement.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed below.

Accepted By:

:

Signature

Printed Name & Title

Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Signature

Printed Name & Title

Date