



Making Waves Academy

Special Board Meeting

Date and Time

Thursday September 24, 2020 at 12:30 PM PDT

Location

<https://mwacademy.zoom.us/j/83686463392?pwd=cTNUZFcwYWY4NmRDUmRZek5oRXIzZz09>

Passcode: 690454

Or iPhone one-tap :

US: +16699006833,,83686463392#,,,,,0#,,690454# or +12532158782,,83686463392#,,,,,0#,,690454#

Or Telephone:

US: +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799

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.
- **While meetings are held virtually, speakers must submit a request to speak before 9:00 AM on the day of the board meeting.**
 - To submit your public comment, **send your full public comment in email to emartinez@mwacademy.org** in English or Spanish.
 - Your submission should indicate if it is a general public comment for the beginning of the meeting or a comment for a specific agenda item (please include the item number).
 - All submitted public comments will be read out loud during the board meeting.
- 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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Please note that all agenda times are estimates.

[Click here to view the agenda in Spanish](#)

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Agenda

I. Opening Items

Opening Items

A. Call the Meeting to Order

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

B. Record Attendance and Guests

Roll call and verification of quorum.

C. Public Comment

II. Non-Action Items

A. Learning Continuity and Attendance Plan Public Hearing

Second public hearing for the Learning Continuity and Attendance Plan for 2020-2021.

III. Action Items

A. Adoption of the Learning Continuity and Attendance Plan

B. Alliant Memorandum of Understanding (MOU)

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

IV. Discussion Items

A. Appreciations by the Board of Directors

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

V. Closing Items

A. Schedule of Board of Directors Meetings 2020-2021

Remaining Regular Board Meeting Schedule for 2020-2021

- October 15, 2020
- December 10, 2020
- February 4, 2021
- March 11, 2021
- May 6, 2021
- June 17, 2021

B. Adjourn Meeting

Coversheet

Learning Continuity and Attendance Plan Public Hearing

Section: II. Non-Action Items
Item: A. Learning Continuity and Attendance Plan Public Hearing
Purpose: Discuss
Submitted by: Evangelia Ward-Jackson
Related Material:
2020_Learning_Continuity_and_Attendance_Plan_Making_Waves_Academy_9.23.pdf

BACKGROUND:

The Local Continuity and Attendance Plan (LCP) has been updated to include edits discussed in our last public hearing. This document will be housed internally and is considered a living document with the flexibility to be refined as needed depending upon adjustments made during the 2020-21 school year. Since the Board meeting, we have updated the following:

- 1) Added wifi hotspots to the funding items
- 2) Clarified all funding with our Finance Director, Mr. Mai (and our Managing Director of Technology, Mr. Edwards, as the owner of various contracts)
- 3) Added board meeting in the section where translation services is identified
- 4) Completed the last sentence (which was cut off in the original document)
- 5) Confirmed the documented attendance procedures

RECOMMENDATION:

I recommend that the Board adopts the 2020-21 Local Continuity and Attendance Plan (LCP) with the understanding that we have flexibility to make adjustments to the document as needed throughout the year.



Learn. Graduate. Give Back.

Learning Continuity and Attendance Plan Template (2020–21)

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

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

General Information

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

The California Department of Public Health issued updated school guidance that includes using existing epidemiological metrics to determine if school districts can start in-person instruction. Any county that does not meet the state’s benchmarks is put on the County Monitoring List.

When data indicates that it is safe for schools to reopen, our LEA will offer a mix of in person and virtual learning based on student and family preference, with an emphasis on providing targeted instructional support to critical learners, as described in the plan linked here: https://docs.google.com/document/d/1F8iQoWldkpnqLfuV6_QeZScwmYREqsMO_qfng2XuiYY/edit?usp=sharing.

Our LEA has established protocols to ensure safety of students and staff in the plan linked here: <https://docs.google.com/document/d/1TYu5xONNJS0SBV5EjWe67h4FNguZxOlpXUKPGTfml/edit?usp=sharing>

We will utilize a systematic assessment cycle to monitor student learning and competency development by implementing a regular cadence of math assessments using iXL and literacy assessments by using STAR Reading . In addition, wellness checks to support social emotional well-being will be conducted by the Holistic Support Services team, led by our Director of Holistic Student Services, the deans, social workers and clinicians.

Assessment data will be used to identify students who have experienced significant learning loss. Identified students will be offered one on one support with interventionists in math and English, targeted differentiated instruction in the classroom, and with virtual pull out sessions conducted through Zoom.

Our plan for progress monitoring and communicating student progress to families/guardians includes weekly parent communications, reminders for parents/guardians to check their students' progress on PowerSchool, and direct communication between teachers and families.

Identified students will be targeted for ongoing support in the event of school closure via assessments and data analysis performed by

instructors under the guidance of the Senior Director of Academic Instruction and with input from the Director of Special Education, the Director of Academic Support Services.

Stakeholder Engagement

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

Students and Families have engaged in multiple surveys throughout the closure to solicit feedback on the impact that COVID-19 has had.

On June 24th, Making Waves Academy families had the opportunity to participate in an input session regarding Making Waves Academy's plans for reopening in Fall 2020. Over 100 families participated. Following the meeting, we shared the slide presentation with all families and as well as a high level Q&A review from the session.

On August 5th, Making Waves Academy families had the opportunity to participate in an information session regarding Making Waves Academy's plans for reopening in Fall 2020. Three hundred eight (308) different families participated; 97% of those who registered attended. Following the meeting, we shared the slide presentation with all families.

Additionally, students were surveyed beginning on August 10th, prior to the start of school, to gauge their feelings regarding starting the academic year virtually, and what resources they would like to have to best prepare for the upcoming year. 266 students responded within 72 hours, representing 31% of 6th through 12th grade students. A total of 466 students responded, representing 51% of students in grades 6 through 12.

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

All opportunities for public meetings have been remote; participants are urged to call in or use Zoom to participate. All meetings have been translated into Spanish (Including the Board Meetings), which is the most commonly spoken language of families who speak a language other than English at our school.

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

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.

A summary of the Feedback from the Student Survey Data is as follows:

Feelings on Distance Learning

54% of students are content, happy, or very happy about starting the school year virtually. 21% are unsure of how they feel and 21% are not happy with starting the school year virtually. The remaining 4% report having mixed emotions.

Concerns Returning to Campus

72% of students are a little worried, worried, or very worried about returning to campus when we are able to do so. 17% are not worried and the remaining 11% do not know how they feel.

Primary Concerns for Distance Learning

55% of students are most concerned about staying on top of their academics. 15% are concerned about remaining connected with friends. 15% are primarily concerned about remaining connected with teachers and staff. Seven percent would like a better space at home for distance learning. Two percent are in need of more reliable internet connections as their top concern.

Least Concern while Distance Learning

Students are least concerned about reliable internet access, with 35% choosing that as an area of least concern. 20% are least concerned with having space at home for completing their work. 19% are least concerned with staying connected with friends. 15% are least concerned 11% are not least concerned with staying connected with staff and 11% are least concerned with staying on top of their academics.

Important Resources for Distance Learning

65% of students favor having prerecorded lessons and 49% find having live instruction important. 72% of students find it important to know if they need help with their work. 43% of students find it important to know how to get IT support with their Chromebook. 36 percent listed having computer access as important during distance learning, and 13% are concerned about having enough for themselves and their families to eat.

Mental Health Resources

66% of students listed staying connected with their friends as a primary mental health support. 34% of students want to be connected with someone to talk to about personal or family issues. 29% listed remaining connected with a counselor as a support. 20% listed remaining connected with a dean or social worker as a support.

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

The Learning Continuity and Attendance plan includes choice for all families to decide if they would like to return to campus when conditions allow, or if they would like to continue engaging in distance learning. Students are able to engage in both live synchronous instruction and asynchronous instruction, which students expressed an interest in via the survey. Additionally, we have increased the amount and the means of communication to families as a result of feedback from the survey; families are able to receive updates weekly via a phone call home, an email, a text message, and via the school website.

Continuity of Learning

In-Person Instructional Offerings

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

The California Department of Public Health issued updated school guidance that includes using existing epidemiological metrics to determine if school districts can start in-person instruction.

When data indicates that it is safe for schools to reopen, our LEA will offer a phased in hybrid approach.

Our LEA has established protocols to increase the safety of students and staff by requiring all staff to complete a safety course facilitated by the HR department, and to pass a quiz that verifies their knowledge of the procedures and protocols. The school has established specific routines, expectations and procedures for safety including physical distancing, signage reminding people to wear masks and remain at least six feet apart, requiring temperature checks prior to entering the building, limiting the number of people on campus at any given time and through providing personal protective equipment.

We will utilize a systematic assessment cycle to monitor student learning and competency development that includes planning from standards, assessing student learning, reflecting on teaching practices with data and refining our approach. In addition, wellness supports for social emotional well-being will be implemented on a weekly basis.

Assessment data will be used to identify students who have experienced significant learning loss. Identified students will be offered small group instruction, live in person instruction and social emotional well-being groups.

Our plan for progress monitoring and communicating student progress to families/guardians include weekly formative assessments, office hour check ins and messaging to families after each assessment cycle.

Identified students will be targeted for ongoing support in the event of school closure daily by engaging in small group intervention and differentiated support.

It is the policy of Making Waves Academy (“The School”) to take all reasonable measures to prevent the spread of the novel coronavirus disease (“COVID-19”) among students and staff. In accordance with this policy, The School is temporarily implementing health and safety measures to mitigate the spread of COVID-19, to be used when The School is allowed to resume in-person instruction. This policy recognizes that these measures are each designed to provide some protection against COVID-19. While there may be times when one measure may not be feasible, implementing the other measures can make up for the absence of another. This Policy includes both mandatory measures (using terms “shall” or “will”) as well as recommended measures intended to guide decisions in light of practical limitations.

The School offers distance learning as an alternative to in-person instruction. Distance learning will also remain available for students who would be put at risk by an in-person instructional model once in-person instruction resumes. For example, students with a health condition, students with family members with a health condition, students who co-habitate or regularly interact with high-risk individuals, or individuals, or are otherwise identified as “at-risk” by the parents or guardians are students whose circumstances otherwise merit distance learning.

Limited Campus Access & Contact:

Making Waves Academy will allow only necessary visitors and volunteers on the School campus and limit the number of students and staff with whom they come into contact. Making Waves Academy will exclude from the campus any employee, student, parent, caregiver or visitor who refuses to take or does not pass a Wellness and Temperature Screening.

Making Waves Academy will minimize close contact between students, staff, families, and the broader community at arrival and departure a number of methods. To learn about the methods used please reference the MWA Health & Safety Policy for COVID-19 Guide.

Wellness Checks and Temperature Screenings

Making Waves will implement and require the following in person and at home wellness checks and temperate screenings for students and visitors:

Student Screening:

- Home Screening: Parents shall be instructed to screen their student before leaving the house for school. Before leaving the house, a parent should confirm that the student has a temperature below 100.4 degrees Fahrenheit and does not exhibit any other COVID-19 symptoms. Any student who has a fever or other COVID-19 symptoms must stay home from school for at least 10 days after the onset of symptoms, or such period as required by local health order or directive.

- **Bus Screening:** A staff member shall conduct a wellness check of each student prior to entering the bus, which should include a temperature check using a no-touch thermometer, if possible. In the event that a temperature or wellness check confirms that a student is exhibiting symptoms of COVID-19, the student shall not be permitted to ride.
- **Campus Screening:** MWA staff shall actively monitor students for COVID-19 symptoms when the student enters the school site, which shall include a visual wellness check and a temperature check (confirming temperature below 100.4 degrees Fahrenheit) using a no-touch thermometer, to the extent feasible.

Visitors (including parents/guardians) to MWA :

Campus Screening: Each visitor to the school site shall be screened for COVID-19 symptoms before entering the school site. The staff member who greets the visitor at the entrance shall administer an in-person wellness check prior to escorting the visitor to his or her destination:

If the visitor answers “no” to all questions, he or she may enter the school.

If the visitor answers “yes” to any of the questions, he or she may not enter the school.

COVID-19 Testing and Reporting:

Surveillance Testing: Consistent with CDPH Guidance, Making Waves Academy will implement surveillance testing based on local disease trends periodically, as testing capacity permits and as practicable , and if directed by the local public health order.

In the event of a positive test result: MWA requires that parents/guardians and staff notify school administration immediately if the student or staff tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19.

If the event of a suspected COVID-19 case(s): The School will identify isolation rooms and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.

Response to Suspected or Confirmed Cases and Close Contacts:

If the event of a suspected COVID-19 case(s): MWA will identify isolation rooms and/or outdoor areas to separate anyone who exhibits COVID-19 symptoms.

In the event of one or more confirmed COVID-19 case(s) The School will follow the California Department Public Health CDPH Framework for Reopening K-12 Schools.

Close contacts to confirmed COVID-19 case(s): Close contacts (household or non-household) of confirmed COVID-19 cases should be sent home immediately, instructed to get COVID-19 testing immediately and ten (10) days after their last day of exposure to the case. Even if they

test negative, they should remain in quarantine for a full 14 days after (1) date of last exposure to COVID-19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.

Returning to school after home isolation:

Symptomatic individuals (experiencing COVID-19 symptoms):

Those who test negative for COVID-19 can return 3 days after resolution of fever (if any) and improvement in symptoms.

Those who test positive for COVID-19 can return 10 days after symptom onset or test date.

Asymptomatic individuals (not experiencing COVID-19 symptoms):

Those who test positive for COVID-19 may return to work after completing their isolation/quarantine period.

Close contacts to confirmed COVID-19 cases:

Close contacts to confirmed COVID-19 cases at school can return 14 days from the last date that the case was present at school while infectious.

Close contacts to confirmed COVID-19 cases at home or outside school can return a full 14 days after (1) date of last exposure to COVID-19 positive non-household contact or (2) date that COVID-19 positive household member completes their isolation.

Note: Documentation of a negative test result should be provided to school administrators before returning to campus. In lieu of a negative test result, students and staff may return to work with a medical note by a physician that provides alternative

Sanitizing/Hygiene Materials and Physical Distancing Practices:

Routine cleaning and disinfecting: The School will incorporate the CDPH and CDC Guidance for Cleaning, Disinfection and Ventilation as appropriate to maintain a high level of cleanliness throughout the year and reduce the risk of exposure to and spread of COVID-19 at the school site.

Facility Measures: The School will incorporate CDE guidance for maintaining a healthy facility, to include some or all of the following:

Physical distancing (staff): The School will incorporate CDPH and CDE guidance with respect to physical distancing between employees, to include some or all of the following:.

Physical distancing (students): The School will incorporate CDE guidance with respect to physical distancing between students on campus, to include some or all of the following:.

Physical distancing (buses): The School will incorporate CDE guidance with respect to physical distancing between students on buses (if bus transportation is provided).

Use of gloves and PPE: The School requires employees to wear gloves and other Personal Protective Equipment (“PPE”) in accordance with the following standards.

All students who are not prevented from doing so by a breathing problem or disability shall wear a clean cloth face covering:

While waiting to enter the school campus.

In any area outside of the classroom (except when eating or drinking).

While leaving school.

While waiting for or riding on a school bus.

Students in grades 3 and above are required to use cloth face coverings when in the classroom even if they are in a stable classroom cohort.

Proper use of cloth face coverings by students will be strictly enforced. The School will exclude from campus individuals who refuse to wear a face mask. Note: Students excluded from face covering requirements include anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the covering without assistance.

The School shall educate students, particularly younger elementary school students, on the rationale and proper use of face coverings.

A cloth face covering or face shield may be removed for meals, snacks, naptime, or outdoor recreation, or when it needs to be replaced. When a cloth face covering is temporarily removed, it should be placed in a clean paper bag (marked with the student’s name and date) until it needs to be put on again.

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

Description	Total Funds	Contributing
IXL and Star Diagnostic Testing;	19,370	Yes

Description	Total Funds	Contributing
Math Pilot Needs: Technology, special supplies such as white boards, paper, stylists, docucam	65,000	Yes
Digital Curriculum: TCI History, Open Up Online Math, Science Impact Curriculum	53,330	Yes
Director of Academic Support Services (New Position)	176,195	Yes
PPE, hand sanitizing stations, thermometers	55,000	Yes
10% of Dean of Students time will be devoted to training and reinforcing community members on COVID-19 specific safety protocols and procedures	54,239	Yes

Distance Learning Program

Continuity of Instruction

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

Making Waves Academy is implementing a robust plan for the continuity of instruction. Pillars of this plan include: Daily Synchronous Teaching, Daily Asynchronous Teaching, Synchronous SEL Lessons on Monday through Thursday. Making Waves Academy is committed to grade level standards based instruction. All teachers have created pacing guides with a plan for how they will teach Grade Level Standards. After Diagnostic Testing, teachers will look at the data to determine how to make up for unfinished learning and learning loss. Full curricula which are standards-aligned will be implemented in both distance learning and in-person learning modes for all students. Our Reopening Plan includes a comprehensive description of our full curricula and instructional resources for both distance learning and in-person instruction, as well as a for potential rapid transition between these modes of teaching and learning.

Our Learning Management System (LMS) CANVAS will be used for both distance and in-person learning. Our LMS as well as other adaptable learning platforms will ensure instructional continuity for pupils if a transition between in-person instruction and distance learning is necessary.

Access to Devices and Connectivity

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

All students have access to Chromebooks and Canvas, our Learning Management System. We have also purchased Hot Spots to support families who need support with internet connectivity.

In order to determine which students require devices and/or connectivity to be able to access distance learning, we have surveyed families around their needs. From these surveys we determined that 97% of our students had access to internet and 93% had a working chromebook.

In response to the data, we purchased hotspots and implemented a curbside IT support system.

If a student's device requires technical service, or if a student's access to a device and/or connectivity changes midyear, we have put a protocol in place to communicate their support needs to the LEA. Student email IT and set up an appointment to come in and fix the device.

Pupil Participation and Progress

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

Our teachers are expected to give daily checks for understanding and weekly formative assessments as a means of tracking pupil progress through both synchronous and asynchronous instruction. Additionally, we will give 3 interim assessments and 2 diagnostic assessments this year. This data will be used in planning to ensure our students are making adequate progress towards grade level understanding.

Attendance:

Due to the current COVID-19 pandemic, student attendance will be tracked and managed in a different way this year. Student attendance will be gathered in several different ways, including: Live interaction, pupil and/or parent contact, assignment completion, assessments, and engagement in the Canvas learning management system.

For students to be marked present for live synchronous instruction, it is important that students log in on Zoom using their Last Name, First Name as listed in PowerSchool.

Students should log-in to class five minutes before class begins.

Students should only access Zoom via their Making Waves Academy email that ends with “@stu.mwacademy.org”.

The Registrar Team generates a weekly report of students and highlights students who were absent for 3 or more days in a week. This report is sent to the Deans of Students for review. The Holistic Support Services Team initiates direct outreach to guardians to collaboratively identify and overcome obstacles to attendance.

For excused or pre-arranged absences, parents/guardians will complete the Student Early Release and Absence Request Form and email to the Grade-Level Dean for review and approval.

To report student illnesses or medical appointments, parents contact the attendance office at 510-854-3009; for Spanish please call 510-854-3005.

Participation and Engagement:

Instructional staff will evaluate and assess student work, completion of assignments and collect metrics on our students daily/weekly progress to ascertain the level of participation and progress. Participation will be calculated by synchronous learning attendance, completion of assignments and communication each day.

Time Value of Pupil Work:

The time-value will be provided to student assignments from each teacher’s content area & grade level.

Distance Learning Professional Development

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

Our teachers engaged in 1.5 weeks of Professional Development before school started and will continue to receive weekly PD on Fridays for one hour. Our PD focuses on instructional technology, assessing student learning during distance learning and effective standards based instructional strategies.

Staff Roles and Responsibilities

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

A wide variety of student needs, including trauma, lack of mental wellness, stress and anxiety, and low academic performance have been intensified as a result of the COVID-19 pandemic.

In response, the roles of clinicians and social workers have shifted to reflect a Tele-mental Health focus vs. in-person services focus. The informed consent process has shifted to a more proactive approach of informing and educating the community on what Tele-mental Health entails and the corresponding pursuit of documented informed consent. Mandated reporting practices training was modified to reflect the challenges of distance learning environments. The process of reporting has shifted from requiring use of on-site fax machines to relying on physical mail-in services.

Supports for Pupils with Unique Needs

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

English learners will receive daily Designated and Integrated ELD instruction to practice language and achieve academic standards, and instruction targeted at their proficiency level.

To mitigate learning loss and prevent additional learning loss, for Pupils with Unique Needs, we will utilize benchmark assessments and ongoing formative assessments to monitor student progress of English Learners.

The Foster and Homeless Youth Services available at MWA will provide school supplies to foster and homeless students in need. A consistent process will be used to identify student needs and address barriers to education.

Regarding pupils in foster care and youth experiencing homelessness, MWA engages all new and returning students/families with pertinent questions through our registration/re-enrollment process:

These questions serve to assess family housing status(e.g. temporary or permanent), shared living situations, extenuating circumstances, parents/guardians in the home, as well as individuals who have access to educational records. Once data is collected, it is documented by Division School Social Workers for further assessment of potential needs, including access to additional resources.

Specific internet/WiFi-related needs are assessed on an ongoing basis via SchoolMint registration/re-enrollment, as well as through our internal referral system, which processes requests from students/parents, administrators and instructors.

MWA's IT Department will provide internet support via Hotspots. Students are able to receive school supplies, academic materials, and access to Chromebooks in order to complete distance learning requirements.

Additional needs are assessed at the onset of the academic year via parent conference. School personnel, including Division School Social Workers receive ongoing training and resources from the Contra Costa County Office of Education, and other partners. Staff Community and

Mental Health Resources are also shared with faculty and staff. Division School Social Workers provide ongoing case management to monitor foster care status, provide communication pathways for caregivers and advocate for student needs.

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

Description	Total Funds	Contributing
Purchased and administered diagnostics and interim assessments; ANET	35,000	Yes
Conduct weekly observations of all faculty and implement follow up coaching	40,000	Yes
15% of Dean of Students time will be dedicated to monitoring attendance patterns each week and to implementing re-engagement efforts	81,359	Yes
60% of clinician and Social Worker time will be devoted to Tele-mental Health services	571,137	Yes
1% of Social Worker time will be devoted to providing school supplies to foster and homeless students in need	2,683	Yes
1% of clinician and Social Worker time will be devoted to mandated reporting in distance learning environments	9,519	Yes
30% of Social Worker time will be devoted to assessing the needs of and allocating resources to foster youth, students with exceptional learning needs, youth with unique needs and youth experiencing homelessness	80,491	Yes

Description	Total Funds	Contributing
Hotspots	41,040	Yes

Pupil Learning Loss

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

Making Waves Academy will administer IXL assessments for math and Star Reading Diagnostics for literacy to students at the beginning and end of the year. These diagnostics will measure learning loss as a result of COVID-19, as well as help to monitor student progress throughout the school year. Teachers and administrators will also work with their leadership teams to develop common formative assessments to measure student learning loss and determine the next step in establishing personalized learning plans the areas of English Language Arts, English Language Development and mathematics.

Pupil Learning Loss Strategies

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

There is an understanding that school closures may have impacted student learning. This has been referred to as the COVID-19 slide. To address the COVID-19 slide Making Waves Academy will implement the following strategies and actions to address learning and accelerate learning progress:

- Small Group Instruction
- Data talks with teachers
- Conduct intervention during asynchronous learning time

Additionally Making Waves Academy is implementing strategies and actions that are differentiated to support the diverse academic needs of our students:

English Learners:

IXL, Lexia programs, Small group intervention support, SADAIE PD for Tier 1 Instruction and strategic family outreach.

Low Income Pupils:

IXL, Small Group Intervention Support

Foster/Homeless Youth:

Option for in person learning during phase 2 and 3.

Pupils with exceptional needs:

Resource Support Program (RSP) Classes, small group learning support, on campus

Effectiveness of Implemented Pupil Learning Loss Strategies

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

The implementation of pupil learning loss strategies is a necessary step in addressing the needs of students. Student data is essential in understanding the effectiveness of implemented learning loss strategies. For data to lead to meaningful change in student outcomes, teachers and administrators need designated collaboration time to analyze data, identify shifts and changes in instruction to meet student needs, implement intervention strategies, and assess the effectiveness of instructional strategies. (Stronger Together: A Guidebook for the Safe Reopening of California's Public Schools -

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

Description	Total Funds	Contributing
Achievement Network Partnership	62,600	Yes
Deploy interventionists to support small groups of students based on diagnostic data	292,241	Yes

Mental Health and Social and Emotional Well-Being

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

Making Waves Academy (MWA) will provide staff with professional development on the following mental health and social and emotional well-being topics:

1. Psychological 1st Aid (Processing the Impact of COVID-19)
2. Listening & Responding with Compassion,
3. Foundational Protocols and Procedures (Establish Routines, Expectations, and Procedures),
4. Behavior Management Systems,
5. "Notice Talk Act" early mental illness detection and intervention procedures (including mandated reporting, suicidal/homicidal ideation, referral and reporting guidelines, and modifications due to COVID-19 and Distance Learning),
6. Social Worker/Counselor referral procedures,
7. Diversity/equity/inclusion training for teachers on how to have difficult conversations on racial injustice and other sensitive topics
8. Restorative Practices and trauma-informed classroom/meeting procedures,
9. Mentor-ship/coaching/& facilitating conversations around goal-setting, negotiating healthy relationships, establishing and holding boundaries, advocating for needs, self-care in relationships, time management, organization,
10. Asking for help among colleagues/ supervisors, & accessing school-based and community resources for teachers.

Additional support will include access to Critical Incident Debriefs provided by our psychological services contractor and access to Magellan Crisis Support.

We will deliver staff development on these topics on a monthly basis as conducted by the Holistic Support Services Department.

MWA will monitor and support the mental health & social and emotional well-being of staff via continuous check-ins on the 15Five application for leaders and through recurring delivery of surveys to assess staff needs at transitional stages of reopen.

The following resources will be provided to pupils and staff to address trauma and other impacts of COVID-19:

1. Daily Social Emotional Learning supports and interventions will be provided to Advisory teachers and delivered to all students via advisory periods,
2. Group Mentorship offerings will be facilitated by adult leaders to build social connections, supports and deliver additional resources for students with identified needs,
3. Ongoing mental health referral process to provide students with acute needs with intensive individualized therapeutic supports from site-based clinicians and Social Workers,
4. Staff, families and students may refer students of concern to social workers,
5. Students identified through the referral process will be assigned to appropriate mental health services.

MWA engages new and returning students/families with pertinent questions via our registration/re-enrollment process. These questions serve to assess additional mental health and/or social-emotional needs. Once data is collected, it is documented by Division School Social

Workers for further assessment of potential needs, including mental health services and supports. School Mental Health providers will collect ongoing wellness surveys from students that address questions around mental health and holistic needs.

The following resources will be provided to pupils and staff to address trauma and other impacts of COVID-19:
The National Child Traumatic Stress Network (NCTSN): Trauma-Informed School Strategies During COVID-19,
SEL Center: Strategies for Trauma-Informed Distance Learning,
CCEE Trauma Informed SEL:Dist.Trauma Informed SEL

Shared community resources:
Staff Community and Mental Health Resources
Information Resource Guide

Pupil and Family Engagement and Outreach

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

In order to provide outreach to all parents/ guardians, we have developed a Campus Life Guidebook for students and guardians that captures modifications related to our distance learning plan.

Included in our plan, we have written procedures for tiered re-engagement strategies for students who are absent. The Registrar Team contacts parents via phone calls for each day a student is marked absent. The Registrar Team also generates a weekly report of students who were absent for 3 or more days in a week. This report is sent to the Deans of Students for review. The Holistic Support Services Team initiates direct outreach to guardians to collaboratively identify and overcome obstacles to attendance. Attendance re-engagement effort strategies include identifying WiFi and Chromebook needs, connecting students and families to school-based tools and resources for IT support, identifying and addressing the nutritional and mental health needs of students and families, and connecting students and families to the most relevant school or community-based holistic support resources. Deans are trained to monitor attendance patterns on a weekly basis, to implement re-engagement efforts, and triage student and family needs that present obstacles to attendance. Students with chronic absences will be prioritized to receive ongoing individualized counseling, group counseling and mentor-ship offerings. Our Dean of Students Department will consult with our School Attendance Review Board (SARB) County Coordinator and Public Health guidelines to identify when formal SARB interventions are appropriate.

School Nutrition

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

Meals will be provided to all enrolled students at Making Waves Academy on Mondays and Wednesdays from 11 AM to 1 PM. Meals distributed on Monday will be enough to provide a nutritious lunch, and snack for two days; meals provided on Wednesday will be enough to provide sustenance for three days. The intention of our schedule is to limit the number of times that families have to come onto campus, thereby increasing the safety of students and staff by limiting exposure. The majority of students who attend Making Waves Academy are eligible for free and reduced price meals, such that all students are provided meals without charge for the entire academic year.

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

Section	Description	Total Funds	Contributing
[The section of the Learning Continuity Plan related to the action described; may put N/A if the action does not apply to one specific section]	[A description of what the action is; may include a description of how the action contributes to increasing or improving services]		

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

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
25.29%	2,131,161

Required Descriptions

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

Research indicates that educational programs that address the holistic and social emotional well-being needs of students lead to better academic and life outcomes. MWA is therefore prioritizing meeting the holistic needs of all of our students during each phase of reopen via delivery of daily synchronous school counseling curriculum during the Advisory period, and by implementation of small group and intensive individual Tele-mental Health counseling and mentorship opportunities that explicitly develop student academic, behavioral and social emotional skills and competencies. At each phase of reopen, the needs of foster youth, English learners, students with exceptional learning needs and low-income students were considered first, such that they are prioritized for receiving school-based mental health services and for on-site social emotional well-being supports and instructional offerings when public health guidelines and safety standards of the school community permit. Additionally, we are devoting significant resources for PPE and physical safety enhancing materials (such as hand sanitizing stations and touchless thermometers), as well as for training and reinforcing community members on COVID-19 specific safety protocols and procedures to limit the spread of the virus in our community, which is disproportionately impacted by high infection rates. Our foster youth, students with exceptional learning needs and low-income students are more likely to be victims of child abuse, are more likely to be in need of critical school supplies, and are more likely to experience chronic absenteeism. As a result, our Deans of Students, clinicians and Social Workers are devoting notable efforts to attendance re-engagement outreach, mandated reporting in distance learning environments, and to making supplies available as needed.

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

By investing in diagnostic testing, intervention, professional development and school counseling, we anticipate that we will see increased achievement in social emotional well being and learning achievement within our critical needs groups: foster youth, homeless students, english learners and students on IEPs. We know that the pandemic has impacted learning, we know that engaging our students with adaptive assessment and instruction platforms is beneficial to their learning.

Coversheet

Alliant Memorandum of Understanding (MOU)

Section: III. Action Items
Item: B. Alliant Memorandum of Understanding (MOU)
Purpose: Vote
Submitted by:
Related Material: Making_Waves_Academy-MOU-ST-2020.pdf



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