



Making Waves Academy

January Board Meeting

Date and Time

Thursday January 28, 2021 at 10:30 AM PST

Location

Zoom Webinar: <https://mwacademy.zoom.us/s/84905490539>

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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.***
 - ***Send your request to speak by 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).*
 - *include your name so that you can be called when it is your turn to speak.*
 - *During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.*
- 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.

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

Roll call and verification of quorum.

C. Closed Session

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION (Gov. Code section 54956.9(d)(2).): (one matter).

D. Public Comment

II. Standing Reports

A. Compliance to Excellence: Remarks by Board President

Topics to be Covered:

- Appreciation for Daryle Morgan
- Introduction of nominated board members
- Parent Council Launches

B. Mission Connection: Video Reflection

Video reflection from Social Worker, Danilo Garcia.

C. Deep Dive: Semester One Debrief with the Senior School Director

Discussion with Dr. Evangelia Ward-Jackson, Senior School Director to debrief the first semester of the 2020-2021 school year.

D. ASB Written Update

- Update from the Associated Student Body (ASB).
- Board members will have the opportunity to engage in discussion with student leaders.

E. Senior School Director Written Report

Items to be covered in report:

- Innovation
- Reflection on Semester One/Thinking on Phase 3 of School Reopening
- English Learners -- Aurelio Garcia, English Learner Development Coordinator
- Special Education -- Karen Snider, Director of Special Education
- Black/African-American Students -- Micah Stillwell, Director of Academic Support Services

- Math Intervention -- Emelyn Lopez, Intervention Services Coordinator

F. CEO Report

Topics to be Covered:

- Semester One Reflection
- Staff Morale and Open Sessions

G. Q&A on Written Chief of Staff Report (COS)

Topics to be Covered:

- Overview of functional areas including: state reporting and assessments

H. Q&A on Written Finance Report (CFO)

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

I. School Site Council (SSC) Update

Update from the newly-elected SSC President, Latiphony Wells.

III. Non-Action Items

A. Committee and Advisory Committee Updates

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

- Committees
 - WASC Review
 - Curriculum Review
- Advisory Committees
 - Finance
 - Diversity, Equity and Inclusion
 - Audit
 - Culture and Climate

B. Standing School Reopening Update

Update from the Senior School Director on phased reopening.

C. Board Fellows Update

Update from Board Fellows on their preliminary findings through their interviews.

D. Lottery Update

Update on current lottery application cycle by LaMario Sales, Student Recruiter and Engagement Coordinator.

IV. Action Items

A. Board Member Appointments

Per the Bylaws, the MWA Board will vote on the nomination of **Janis Glover and Carlos-Manuel Chavarría** to the MWA Board.

B. Board Minutes: December 10, 2020 Board Meeting

C. Accept Minutes for Committees and Advisory Committees

D. Culture and Climate Committee Minutes

Approve minutes for Culture and Climate Advisory Committee on January 11, 2021

E. Independent Contractor Agreement (Charter Writing)

Agreement with an independent contractor to support MWA's charter renewal process.

Fiscal Impact: Not to exceed \$9,600

F. 2019-20 Audit Report

Review and approve the 2019-20 Audit Report.

G. Vendor Invoices

The vendor Invoices from August 2020 to December 2020.

Fiscal Impact: \$\$3,753,089

H. Cardea Sex Education Services

Contract for Cardea Sex Education services; the program was approved in the CRC meeting last Spring.

Fiscal Impact: \$9,700

I. Non-Public School Placement

Contract for a non-public school placement for a student as required by their Individualized Educational Plan (IEP).

Fiscal Impact: Not to exceed \$

J. Data Sharing MOU for CAP and MWA

As part of our continued efforts to align college and career programming across MWA and CAP, we are seeking Board approval on a data sharing MOU between CAP and MWA. A previous MOU granted permission for MWA to share data with CAP; this MOU grants permission for data to be shared from CAP to MWA.

K. Student Accountability Report Card (SARC)

California public & nonpublic, nonsectarian schools annually provide information to the community to allow public comparison of schools for student achievement, environment, resources & demographics through the SARC.

L. Memorandum of Understanding with National University

Agreement with National University to employ teacher interns through Teach for America.

V. Consent Action Items

Combined Fiscal Impact: \$7,500

A. Jobvite Talent Management System

Contract renewal for Jobvite, a web based platform that makes recruiting easier, smarter, and more efficient for employers and candidates.

Fiscal Impact: \$7,500

VI. Discussion Items

A. Appreciations by the Board of Directors

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

VII. Closing Items

A. Schedule of Board of Directors Meetings 2020-2021

Remaining Regular Board Meeting Schedule for 2020-2021

- March 11, 2021

- May 6, 2021 (evening meeting)
- June 17, 2021

B. Adjourn Meeting

Coversheet

Mission Connection: Video Reflection

Section: II. Standing Reports
Item: B. Mission Connection: Video Reflection
Purpose: FYI
Submitted by: Evangelia Ward-Jackson
Related Material: Mission Connection.mp4
Social Worker Board Report January 2021.pdf

BACKGROUND:

Please review the attached video to learn more about the work of our Social Workers. Mr. Garcia will be available during the Mission Connection time for questions and discussion.

Notice

The following file is attached to this PDF. You will need to open this packet in an application that supports attachments to pdf files, e.g. [Adobe Reader](#):

Mission Connection.mp4



Mission Connection

Danilo Garcia
Middle School Social Worker
January 28, 2021



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Objective

- **Introduction**
- **Overview & Services**
- **Response to Challenges**
- **Highlights**

Danilo Garcia

Middle School Social Worker

Mr. Garcia is a licensed mental health therapist with a Pupil Personnel Services Credential, and a background in family systems and trauma-informed care.

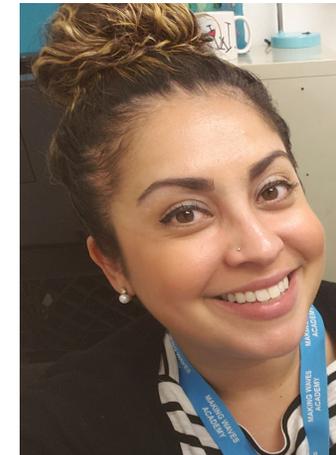


Rachel Navarro

Upper School Social Worker

Ms. Navarro is working towards licensure, and has over ten years of social services experience, including leadership roles within school-based wellness centers.

Currently, Ms. Navarro's focus is prioritizing family, and embracing the new addition of a second child with her husband. Congrats!



Overview & Services

School Social Work at MWA

MWA School Social Workers are trained mental health professionals who strive to link the home, school and community by providing direct as well as indirect services to students, families and school personnel. In doing so, we serve to empower Wave-Makers to achieve their life dreams by building relationships, promoting academic success, and developing social-emotional wellness and mental health.

This work can be framed within three main categories, which include:

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- **Direct Services**

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- **Direct Services**
- **Policy & Programming**

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This work can be framed within three main categories, which include:

- **Direct Services**
- **Policy & Programming**
- **Advocacy & Empowerment**

Breakdown of Services

Direct Services

Policy & Programming

Advocacy & Empowerment

Breakdown of Services

Direct Services

Policy & Programming

Advocacy & Empowerment

- **Therapeutic/Counseling services**
- **Safety/Risk Assessments**
- **Crisis intervention**
- **Case Management**
- **Direct support to staff**
- **Parent/Guardian coaching/consultation**
- **Referrals to community partners/resources**

Breakdown of Services

Direct Services

- **Therapeutic/Counseling services**
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- **Case Management**
- **Direct support to staff**
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- **Referrals to community partners/resources**

Policy & Programming

- **Reviewing and updating critical policies and protocols**
- **Developing staff in-service training and professional development offerings**
- **Collaborating on Advisory SEL content**
- **Ensuring compliance with critical data submissions (i.e. CALPADS)**
- **Developing and enhancing systems to identify and support student needs**

Advocacy & Empowerment

Breakdown of Services

Direct Services

- Therapeutic/Counseling services
- Safety/Risk Assessments
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Policy & Programming

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Advocacy & Empowerment

- Facilitating & participating in student-focused intervention meetings
- Providing essential information about factors impacting students' learning experiences
- Obtaining and coordinating community resources to meet student needs
- Developing content to facilitate parent/guardian support with students' wellness and mental health

Response to Challenges

Unprecedented Times

During Pandemic & Distance Learning		
Non-comm or Disengaged Students	Depressive & Anxious Symptoms	Changes in Family Roles & Expectations
Housing & Food insecurity	Lack of Motivation	Physical Health Risks and Concerns
Family/Environmental Stress	Parent Education & Support	Student Decision-Making

Proactive Response

Information & Resources

Ensuring Access to Supports

Proactive Response

Information & Resources

Collaborating with stakeholders to disseminate information and resources including:

- **Locating food banks & distribution sites**
- **Accessing behavioral/mental health services**
- **Understanding crisis response services**
- **Connecting parents/guardians to internal services/referrals**
- **Developing self-care strategies**
- **Empowering students to develop content via Brain & Psych Club**
- **Professional development on our Notice.Talk.Act. protocol**

Ensuring Access to Supports

Proactive Response

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- **Professional development on our Notice.Talk.Act. protocol**

Ensuring Access to Supports

Collaborating with stakeholders to streamline school-based services by:

- **Creating an Emergency Psychological Services Consent form**
- **Facilitating a protocol for community donations**
- **Conducting Family Support Sessions for students identified with critical needs**
- **Partnering with our School Nurse to support families directly impacted by COVID-19**

Identifying Needs

Alignment in Services

Integrated Referral Pathways

Identifying Needs

Alignment in Services

Creating systems and practices that enhance collaboration and services, such as:

- **Creation of an internal referral/service tracking system**
- **Discovering new ways to interface with existing platforms (e.g. PowerSchool)**
- **Formalizing steps for early detection and screening of potential needs (e.g. enrollment/registration)**

Integrated Referral Pathways

Identifying Needs

Alignment in Services

Creating systems and practices that enhance collaboration and services, such as:

- **Creation of an internal referral/service tracking system**
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- **Formalizing steps for early detection and screening of potential needs (e.g. enrollment/registration)**

Integrated Referral Pathways

Utilizing our Multi-tiered Systems of Support to identify needs and collaborate within an interdisciplinary framework:

- **Clinical Care Meetings**
- **COST Meetings**
- **Grade-Level Meetings**
- **SPED Team Meetings**
- **SST Meetings**
- **Notice.Talk.Act.**

Highlights

Direct Services Spotlight

A total of 51 students, or approximately 41 percent of referrals to MWA School Social Workers, are receiving counseling or case management services.

Over 100 referrals received by MWA Social Workers were initiated by faculty or staff in accordance to our N.T.A. protocol.

Service Provided	Semester 1 Total
Counseling/Case Management	51
Safety/Risk Assessments	25
Family Support Sessions	30
Crisis Intervention	6
Referrals to Community Partners	10

Community in Action

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

Contact Information

Danilo Garcia, Middle School Social Worker

dgarcia1@mwacademy.org

(510) 406-1735



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Coversheet

Deep Dive: Semester One Debrief with the Senior School Director

Section: II. Standing Reports
Item: C. Deep Dive: Semester One Debrief with the Senior School Director
Purpose: Discuss
Submitted by: Evangelia Ward-Jackson
Related Material: SSD Deep Dive S1_1.20.21.pptx

BACKGROUND:

The Senior School Director Deep Dive will focus on a review of successes, challenges and areas of innovation from the first semester of the 2020-21 school year.

RECOMMENDATION:

Following each section of highlight in the presentation we will engage in a discussion. Please consider questions and comments to share relevant to the successes, challenges, and areas of innovation that will be reviewed.

Making Waves Academy

Deep Dive: 2020-21 Semester 1 Review

Dr. E. Ward-Jackson





Opening & Objective

Review and engage in discussion regarding key successes, challenges and highlighted areas of innovation from the first semester of the school year.



Guiding Quotes

“You never change things by fighting the existing reality. To change something, build a new model that makes the existing model obsolete.”

- Buckminster Fuller

“Learning and innovation go hand in hand. The arrogance of success is to think that what you did yesterday will be sufficient for tomorrow.”

- William Pollard



Semester 1 Successes

I. Remote Launch the 2020-21 School Year:

- Enrollment/Re-Enrollment
- Onboarding new faculty and leaders
- Welcoming the 25th Wave
- Professional Development Symposium

II. Distance Learning:

- Optimizing for Safety, Rigorous Instruction, and Social-Emotional Well-being
- Maintaining the 4R's: Rigor, Relevance, Results, and Relationships
- Distribution of Resources



Semester 1 Successes (Continued)

III. New School Model:

- Leadership Structure
- Collaboration & Alignment
- Holistic Services Center

IV. Programmatic Compliance:

- Onboarding of systems
- WASC Year 1
- Continuity of School Site Council

V. Programs & Engagement:

- *Seeds of Awareness*
- Coding Program, Makers Program, GATE
- *Masquers* Drama Program
- Parent Council and Family Engagement Calendar



Q & A and Discussion



Semester 1 Challenges

I. Remote Launch the 2020-21 School Year:

- School Re-opening for on-site learning
- Communication and access
- Cohorting essential workers

II. Distance Learning:

- Attendance and non-communicative students and families
- Relationships, engagement, and community building
- Learning loss, unfinished learning, and pacing
- Volume of *Notice. Talk. Act.* notifications and student crisis needs
- Teacher vacancies



Semester 1 Challenges (Continued)

III. New School Model:

- Change management
- Onboarding new leaders remotely
- Effective Communication

IV. Programmatic Compliance:

- Responsive to various compliance changes and needs
- California Blue Print for Safe Schools and associated planning

V. Family Engagement:

- Communication
- Pacing of Parent Academy launch



Q & A and Discussion



Areas of Innovation

I. Teaching and Learning:

- Teacher collaboration
- Flipped classrooms
- Engagement rubric

II. Operations & Logistics:

- Lottery & Enrollment
- Meal and materials distribution
- Planning and preparing for reopening

III. Holistic Services:

- Communication and outreach
- Social-emotional learning pedagogy
- Community partnerships



Areas of Innovation (Continued)

IV. College & Career:

- Student engagement and coaching
- Advisory
- Student activities and events

V. Athletics:

- Virtual athletics and conditioning
- Seasonal sport planning



Q & A and Discussion

Thank you

Coversheet

ASB Written Update

Section: II. Standing Reports
Item: D. ASB Written Update
Purpose: FYI
Submitted by: Melissa Macho
Related Material: ASB Board Report - January 2021.pptx

BACKGROUND:

ASB updated given by two current ASB members.



ASB Board Report - January 2021

ASB Members

January 28, 2021



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Table of Contents

- **Successes**
- **Challenges**
- **Priorities**

Successes

Successes

- **ASB meeting with school leaders**
 - **Quarterly meeting with Mr. Nelson**
 - **Meeting with Board Fellows**
- **Day of Lights**
 - **Planning advisory slides and content**
 - **Academy wide community slides**
- **Planning for the student portal**
- **ASB community building Friday meetings**

Challenges

Challenges

- **Communication**
 - **Students - reminding them to check their emails**
 - **Teachers and staff - response time**
- **Getting students to engage**
 - **Turning cameras on**
 - **Opting into student clubs**
 - **Responding to surveys**

Priorities

Priorities

- **Student Portal**
 - **Finish planning**
 - **Getting approval**
 - **Making it happen**
- **Getting creative on ways to give students a fun and engaging virtual high school experience**
- **Finding ways to encourage student engagement**
 - **Classes**
 - **Clubs**
 - **Having their voice heard - taking surveys or coming to office hours**

Thank you



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Coversheet

Senior School Director Written Report

Section: II. Standing Reports
Item: E. Senior School Director Written Report
Purpose: Discuss
Submitted by: Evangelia Ward-Jackson
Related Material: January_School Board Report.pdf

RECOMMENDATION:

Please review this report and share any questions during our Q&A time.



Board Report

School-Wide

Board Report - January 2021

From the Senior School Director's Desk

Dr. E. Ward-Jackson

In addition to high expectations, high standards, and high accountability, an innovative school is bold, creative, and unafraid to “test and learn,” exploring new approaches and perspectives in teaching and learning. 21st Century global learning skills provided a unified focus on **critical thinking, communication, creativity, and collaboration** across academia—the “4C’s.” Considering our school’s decision (and eventually the State’s decision) to optimize for safety, rigorous instruction, and the social-emotional of students well-being during the pandemic, it is my experience, that the impact of the Covid-19 pandemic has quickly propelled education toward the projected 22nd Century global learning skills of **care, connection, culture, and community—the new “4C’s,”** in a very innovative way.

Paraphrasing Dr. Dru Tomlin, an Educationalist who champions embracing 22nd Century learning skills with urgency, considering students who are in K-12 now will heavily impact, design, and contribute to the 22nd Century workforce, he shares the following defining insights:

- **Care:** To bring diverse hearts and minds together, we need to help our students understand and act from an **ethic of care**. We should instill in our students the need for both mindfulness and heartfulness: asking with care, listening with care, being present with care, following-up with care, writing and speaking with care, acting with care, etc.
- **Connection:** To build positive bridges forward, we need to help our students understand and act on the desire to **authentically connect with others**. Vygotsky knew it back in the day when he explored the concept of ZPD (Zone of Proximal Development): we learn when we stretch ourselves to learn beyond our ZPD. Therefore, we need to fill our students with an unquenchable desire to connect with others—because they are curious and because they care.
- **Culture:** To create joyous, growth-mindset futures, we need to help our students understand how to create **spaces of genuine positivity**. In other words, while we can motivate people through negative factors like competition, greed, and fear, the culture created by such motivational factors is toxic and ultimately poisonous. Our classrooms and schools, therefore, need to be model cultures of joy, positivity, and happiness, so our young adolescent students can flourish and thrive as learners now, and most importantly, so they can know how to create those cultures themselves in future classrooms, schools, and work spaces.
- **Community:** To foster truly inclusive learning communities, we need to help our students understand and act on the **value of involving all voices in the process**. Too often, we operate and separate ourselves into silos that privatize, divide and ultimately limit our own capacity and the capacity of everyone around us.

Reflecting upon the 1st semester, and how we have launched the 2nd semester of our 2020-21 school year in distance learning, I strongly believe that our school has demonstrated fortitude, resilience, and innovation. We are on the nexus of 21st Century and 22nd Century learning. We are working to strengthen communication and collaboration via digital platforms, and to foster learning environments where critical thinking and creativity are welcomed. We are doing this while learning and growing in mindfulness and social-emotional pedagogy, strengthening the culture of our school, and

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intentionally creating more opportunities to engage in community building and feedback loops with all of our stakeholders. As we continue to refine and innovate our approaches to 21st century skills while distance learning, we will eventually come to a place where even more of our time is dedicated to 22nd century learning skills and growth. We want our students to explore, to research, and to use various tools and competencies to discover new things. We want our students to be problem-finding, and not just problem-solving; innovators and not just passive participants in their education experience. Ultimately, we want our Wave-Makers to become “valuable contributors” to our world, who are *confident, competent, compassionate, and considerate citizens*.

Today’s Board report will review the achievement of our most critical learner subgroups:

- *Special Education*
- *English Language Development*
- *Black/African American Student Achievement*
- *Tier 3 Intervention*

While reviewing the student data and the analysis shared by our leaders, my “ask” is that you zoom into each section with a lens of reflection on where and how you see the innovation of the 4 C’s showing up in each critical area, as well as any feedback or insight that you may have toward that end.

Board Report - January 2021

Special Education Department

Karen Snider, Director of Special Education

What?

In our school's second year as its own Local Education Agency (LEA) for Special Education services (SPED), MWA has encountered many firsts. This year, MWA provided adaptive physical education and physical therapy for the first time during a global pandemic. The SPED department developed our first California Department of Education (CDE) Special Education Improvement Plan to address the ELA and Math academic achievement disparity for our students with IEPs. All of this was done while also combating the challenges of distance learning. The SPED department has been tasked with being flexible, creative, and supportive in supporting our students and SPED staff. With countless hours on Zoom, the SPED department has provided specialized academic instruction and IEP services, virtually.

Below is an overview of SPED during the academic year (AY) 2020-21 and distance learning.

SPED Student Population

- MWA is currently serving the highest number of students (82) with IEPs since it's start.
- 7.5% of students at MWA receive special education services.
- There has been a 71% increase in students with IEPs from 2016/17 to current 2020/21 AY.
- Increased number of students with IEPs transitioning to MWA out of traditional more restrictive environments (special day classrooms).

MWA SPED Staff

- 4 education specialists and 5 instructional aides
 - Doubling the special education staff prior to being our own LEA.
 - Increased SPED staffing has allowed Resource Specialist Program (RSP) teachers to focus on more targeted grade level support, therefore, increasing targeted support for designated grade level students and General Education (GE) teachers.

Contracted Services

- MWA has continued to contract the following services through **Anchor Solutions**:
 - school psychologist
 - speech and language pathologist and caseload management
 - educationally related mental health service evaluations (ERMHS)
 - behavior specialist
 - A Board Certified Behavior Analyst (BCBA) provides MWA with behavioral analysis support, student observations and feedback/recommendations, collaboration with Holistic Services Team, BIPS and monitoring, and parent counseling for behaviors at home during distance learning.
- MWA contracts the following services through **Speech Pathology Group (SPG)**:
 - occupational therapy
 - physical therapy
- MWA contracts adaptive physical education services through **Cross Country Education**.

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Distance Learning Model

Compliance

- MWA is performing all state and SELPA compliance-based requirements during distance learning including:
 - holding IEP meetings via Zoom
 - virtual assessments for initial and triennial evaluations
 - behavior observations

Services

- Speech and language therapy, occupational therapy (OT), physical therapy (PT), counseling, and adaptive physical education (PE) are all provided through synchronous virtual Zoom meetings and direct virtual services. Our approach allows flexibility in scheduling to work around student's synchronous classes and home life.
- Specialized academic instruction (SAI): RSP teachers and instructional aides provide small group instruction to students with IEPs 2-4 times per week for 45 minutes sessions each. Higher-need students receive additional academic support through 1:1 instructional aide or RSP teacher support sessions.
- SPED staff "push into" general education teachers virtual classrooms to provide support.

Special Education Plan (SEP)

As its own Local Education Agency (LEA), MWA was selected by the California Department of Education (CDE) for participation in Targeted Monitoring for Special Education Improvement. MWA participated in the SEP process throughout semester 1 of 2020-21 AY. The process included first identifying relevant stakeholders for the SEP team including: Director of SPED, Special Education teachers, Senior Director of Academic Instruction, Directors of Academic Instruction, ELA/Math content leads, Director of Holistic Support Services, Director of Academic Support Services and Director of Data and Assessment. Our Improvement Plans aligned to MWA's WASC Goals: 1.5, 1.6, 2.2, & 3.1.

The SEP process included: an introductory team meeting, a professional development session from the SELPA, and multiple data-dive meetings. Following data analysis, the ELA and Math SEP groups underwent a process of identifying key root causes for the ELA and Math under-achievement of students with IEPs. For each root cause, the SEP teams created an extensive list of planned activities and interventions to address the discrepancy. The process culminated in the SEP team submitting and revising the ELA and Math improvement plans to MWA's executive leadership, then the SELPA, and then formally to the CDE.

So What?

Distance Learning Outcomes

There are some students with IEPs who have responded extremely positively to distance learning. Reduced distractions from peers and efficient, limited class times have benefited a small group of students with IEPs. There has been a decrease in behavior related referrals and suspensions for students with IEPs. There has been an increase of confidence in students who were struggling before via distance learning (March 2020-June 2020).

Despite some of these successes, there has also been an increased number of students with IEPs who are failing their

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courses. Consider the following data:

- 61.5% of US students with IEPs failed 1 or more classes during semester 1.
- All parents/guardians of a student who failed a course received transparent communication well in advance of the end of semester 1.
- Students and SPED staff report that the amount of work is largely overwhelming for the students and leading to possible disengagement/"shut downs".

Distance Learning Chronic Absenteeism

Middle School	Upper School	Impact												
<p>Chronic Absence Year to date: 2020-2021</p> <p>18.6% School Overall</p> <p>Is SPED i <small>No school goal set</small></p> <table border="1" style="display: none;"> <tr><th>Category</th><th>Percentage</th></tr> <tr><td>In Special Education</td><td>24.1%</td></tr> <tr><td>Not in Special Education</td><td>18.1%</td></tr> </table>	Category	Percentage	In Special Education	24.1%	Not in Special Education	18.1%	<p>Chronic Absence Year to date: 2020-2021</p> <p>25.6% School Overall</p> <p>Is SPED i <small>No school goal set</small></p> <table border="1" style="display: none;"> <tr><th>Category</th><th>Percentage</th></tr> <tr><td>In Special Education</td><td>53.6%</td></tr> <tr><td>Not in Special Education</td><td>23.6%</td></tr> </table>	Category	Percentage	In Special Education	53.6%	Not in Special Education	23.6%	<ul style="list-style-type: none"> ● Chronic absenteeism for students with IEPs at the Upper School (53.6%) proved to be one of the biggest challenges during semester 1. ● RSP teachers and instructional aides provided weekly parent communication regarding students progress during distance learning and challenges. Daily/by period communication regarding students absences. ● Despite communication and interventions, many students with IEPs presented significant signs of disengagement from a distance learning environment and frequent absences which negatively impacted their progress toward individual IEP goals as well as grades/credits. ● Prior Written Notice (PWN) letters were emailed and mailed to families to formally document excessive absences of special education services MWA attempted to provide during distance learning.
Category	Percentage													
In Special Education	24.1%													
Not in Special Education	18.1%													
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Not in Special Education	23.6%													

Now What?

Distance Learning Interventions

In an effort to provide support for students during distance learning, the SPED department will continue providing the following interventions:

- Increased parent/guardian communication regarding student grades, support services offered, and work students need to complete.
- Increased collaboration between RSP teachers/instructional aides and general education teachers including attendance at weekly grade level meetings, participation in ELA/Math content meetings, and ongoing collaboration to accommodate/modify distance learning work and curriculum.
- Hosting parent/teacher conferences, and holding follow up intervention meetings to monitor interventions applied and adapt as necessary in a timely manner.
- Increase 1:1 RSP teacher or instructional aide support for high needs students.
- Behavior specialist observations in general education Zoom classrooms, feedback, and 1:1 parent counseling support for managing behaviors in the home environment.

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Instruction & Support Pivots

Based on data analysis and feedback from teachers, the SPED department's semester 2 focus will be on the following instructional supports and department priorities.

- Increased support for high needs students receiving modified assignments and curriculum.
 - Embedded accommodations and modifications into assignments (pre-modified work for students).
 - Reduced volume of assignments.
 - Embedded accommodations to support organization.
- Increased collaboration with the Intervention Services Department serving students with IEPs in pull out services for semester 2.
- Increased use of breakout rooms with Teacher/Aide and Students during work completion time
- Continue to call early IEPs and follow up intervention meetings for students who failed courses during semester 1 and for disengaged/chronically absent students.
- Purchase access to tools to send home to students (e.g. stylus pen, headphones if they do not have their current ones, planner, calculator) to successfully complete school work.
- Continue grade level Study halls, assignment tracker (location for assignments while off CANVAS).

Preparation for Summer Intervention

- Due to the increased number of students failing courses, MWA is preparing to support students with IEPs in summer credit recovery at the Upper School. MWA will also offer Extended School Year (ESY) for students who require year round support and special education services to continue to make progress toward IEP goals. This will be MWA's second year providing SPED-led, on-site and in-house, extended school year (ESY) services support.

Adjustments to SPED Department Professional Development

- 1 x/month: Preparing the Mind for Success and Competition (PMSC) PD focused on providing all MWA SPED staff with common understanding and knowledge of SEL curriculum
- 1 x/month: department social to meet needs of staff to socialize, celebrate and engage in more team building during distance learning
- 2x/month: SPED specific focus (continue collaboration meetings with Holistic Services team and FPA clinicians serving students with IEPs, introduce collaboration with Intervention Services Team).

Special Education Plan (SEP) Semester 2 Implementation

- Since submitting the SELPA approved plan for official CDE review, MWA is engaged in the 2020–21 school monitoring and implementation phase of the improvement activities. The SEP team meets monthly during semester 2 to measure and document progress toward each root cause and action plan identified for both ELA and Math academic achievement for students with IEPs.
- The SEP team is busy carrying out interventions, activities, and plans to improve the ELA and Math academic performance for our students with IEPs in the 2021-22 school year. At the end of the 2020-21 school year, the SEP team will assess the progress made and adjust for the upcoming year and planning.

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English Language Development

Aurelio Garcia, ELD Coordinator

What?

Throughout Semester 1, the ELD Department has collaborated with all stakeholders, including teaching faculty and teacher leaders, Intervention and SPED services, DAI's, the Academic Instruction Team, the Holistic Team, the Family Engagement Team, the IT team, and the Operations team to provide direct support for our English Learners (EL) school-wide. The aligned systems benefit our ELs by providing a comprehensive and holistic support to address academic learning needs. This has been crucial to support EL throughout the first semester of remote learning.

Furthermore, through Semester 1, our teaching faculty has been instrumental in providing our ELs with the necessary support, practices, and skills to help meet core and ELD standards. In collaboration with our staff, we have also provided additional EL-designated sections for all our EL students. These classes have been helpful to further support EL development. The sections are facilitated by different core subject teachers on a rotating basis scheduled through the end of year. These classes have been helpful to further support EL development.

With the support of the ELAC committee, the staff, the Holistic team, and the Family Engagement team, we have continued, throughout the semester, to communicate important updates and support for our EL families.

So What?

Our students have been attending classes throughout S1. Our ELs have had opportunities to learn content while developing their English skills. As the data shows, our students are engaged and participating in their online classes.

Attendance	Aug 20-21	Sept 20-21	Oct 20-21	Nov 20-21	Dec 20-21
Overall MWA	92.3%	94.8%	93.9%	93.1%	93.1%
Overall ELD	90.20%	93.60%	92.70%	91.70%	91.80%
MS ELD	88.20%	93.60%	93.50%	92.90%	93.30%
US ELD	96.90%	93.70%	90%	87.50%	86.50%

We successfully reclassified 5 students so far this year! Through this challenging time, these EL students have met our reclassification criteria. Their hard work, perseverance and resilience were instrumental. In addition to maintaining good academic standing, the students successfully completed assessments remotely. Parents were supportive and engaged during this process. We look forward to supporting our current ELs as they prepare to focus on meeting the reclassification criteria.

Our monthly ELAC meetings continue to be supportive in providing information, necessary resources, and eliciting recommendations and feedback in support of our ELs. Collaboration with teachers and parents is ongoing to support student advocacy and inform parents how to check student progress.

ELAC Meetings 20-21	9/8/20	10/6/20	11/9/20	1/5/21
Participants	80	78	60	60

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Some of our challenges from the beginning of the school year have still persisted in S1 for our ELs:

- Technical issues related to online learning(submitting work online and on time)
- Mental and physical health needs
- Students balancing time to support families

Now What?

We are working with all stakeholders to provide our ELs needs and provide the necessary information to our families for academic success into Semester 2.

- **Continue to refine designated support:** The support given to our ELs has been collaborative and a full team effort. Our faculty has provided lessons that are differentiated aligned with ELD standards and additional support during asynchronous time. Collaboration will continue to occur at the teacher level and at the leadership level with DAI's, Intervention services and the academic support team deeply involved in planning and meeting the needs of our ELs.
- **Continue the focus on holistic needs:** Our holistic team will continue to collaborate with the ELD coordinator to support the mental health needs of our students. The SPED team has been supportive in meeting the needs of our ELs with IEPs and support will be ongoing through the end of the school year.
- **Focus on strong assessments:** We are also preparing our students for the upcoming testing season. Our ELs will participate in taking the remote ELPAC and remote SBAC this year. These assessments are aligned with the reclassification criteria and important for our EL for the progress towards reclassification. A group wide effort has taken place to plan for the rollout of the remote ELPAC Summative Exam. This test is completed by all our EL students to measure their progress in English development. PD for the ELPAC is planned for participating teachers, supporting interventionists, and staff members.
- **Strengthen Family Engagement:** Parent engagement will continue throughout the year for our EL families. This communication with our parents is important for our students to accelerate their learning. We have found that EL parents appreciate the consistent messaging and personal outreach. Our monthly ELAC meetings will continue into Semester 2 and will be an important platform to advise parents on resources, reclassification, and preparation for ELPAC and SBAC. Collaboration with teachers and parents will be ongoing to support student advocacy and inform parents how to check student progress.
- **Upper School Focus:** We will focus on upper school EL students to help attendance rates and provide any type of support to help them engage in their classes. This will be done with support for our teacher leads, holistic team, academic counselors and parent engagement.

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Black/African American Student Achievement Initiative (B/AASAI)

Micah Stilwell, Director of Academic Support Services

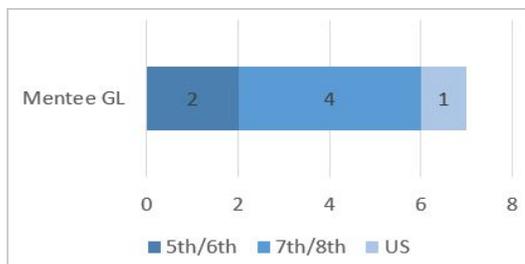
What?

On behalf of the Black/African American Student Achievement Initiative (B/AASAI) committee, it is a great privilege to provide the MWA Board of Directors with an update regarding the progress of the initiative. During last year’s presentation to the Board, two critical goals were shared: 1) launching academic mentoring and 2) establishing a family advisory committee. During this extended period of remote learning (intensified by the intersecting impacts of COVID-19, continued Shelter-In-Place orders, and the amplified demands for racial justice), the urgency of the initiative has never felt greater. As such, Black/African American Student Achievement Initiative (B/AASAI), continues to prioritize providing our Black/African American students with supplemental academic support and opportunities to deepen their sense of community at the MWA.

Based on our experience with the abrupt switch to remote learning last spring, the B/AASAI committee knew the fall would require unique and unprecedented support for students and families. As such, the B/AASAI committee began the school year by hosting an orientation for families on Back To School Day. During the family meeting, we were able to gauge family concerns, share our calendar and programming for the year, and most importantly, made sure families left with contact information for each B/AASAI committee member. In response to real-time family feedback and the continued goals of the initiative, the committee prioritized launching an academic mentoring program, focusing on students receiving targeted and individualized academic support (specifically during remote learning). Through the introduction of quarterly game nights, the committee established an informal avenue for ongoing family engagement. Finally, the committee continued making progress toward one of the pillars of the initiative, increasing family leadership within the academy’s Black/African American parent community. Excitingly, during the December School Site Council (SSC) meeting, B/AASAI received approval to launch a B/AASAI family advisory committee, with a new voting seat on the academy’s School Site Council.

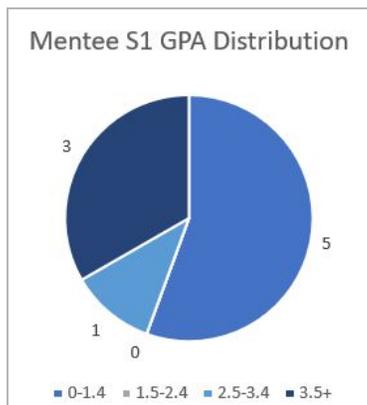
So What?

During the first semester, B/AASAI launched an opt-in, academy-wide academic mentoring program for Black/African American Wave-Makers. Individual mentoring sessions occur weekly for approximately 45 minutes. During mentor sessions, mentors and mentees explore student’s strengths, examples of resilience, fuel and focus Wave-Maker’s Life Dreams, and problem-solve current academic challenges. The B/AASAI mentor program is asset-based, reflective, and grounded in the Preparing the Mind for Success and Competition (PMSC) framework, aligning with MWA’s broader Social-Emotional Learning program.



Currently, nine Wave-Makers are participating in the mentor program. Students range from the 5th to the 10th grade, with the bulk of participation in the 7th and 8th grade. Highlighting the different participation rates by grade level demonstrates the slow embedding of B/AASAI programs into MWA’s culture. Typically, our youngest Wave-Makers participate most regularly in supplemental programming. B/AASAI is not unique. Our older students remain hesitant to engage in the initiative.

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The GPA distribution of participants highlights the range of students who signed up to participate in the program. Students demonstrating both academic strength and struggle opted-in to the opportunity to receive one-on-one mentorship from a member of the MWA community. When surveyed, students expressed a range of reasons for participating in the program.

“Guidance with navigating classes and homework”

“A better outcome for my well-being.”

As the B/AASAI academic mentoring program continues, we look forward to expanding student participation, and ensuring the program is marketed to our full Black/African American student body, not just students requiring Tier 3 intervention, as initially proposed. The outpouring of support for MWA faculty, staff, and leadership allows the committee to envision a model that is capable of supporting upward of 50-60 students.

While remote, our biggest obstacle is our dependence on student interest and engagement. During our initial outreach, many families expressed interest in their child being paired with a mentor. Likewise, several students have been referred to the program by our holistic support services team. Currently, we have mentors excitedly awaiting a student pairing; however, we are limited in our ability to engage with students, particularly students who are chronically absent.

Although much was accomplished this semester, the urgency of our work is clearly reflected in the Semester 1 Black/African American student data. The three charts below are important because they demonstrate the impact chronic absenteeism has on student academic success and highlight the pivots B/AASAI plans to make as we develop differentiated pathways for support tailored to specific students needs.

- **S1 Student Enrollment** - Black/African American students account for 8.7% (95/1,087) of the academy’s student enrollment.
- **S1 Chronically Absent** - 31.6%(30/95) of our Black/African American students chronically absent during S1. Black/African American students experienced a chronically absent rate 10.3% higher than the academy average (21.3%). Chronic absence defined as the percent of students absent 10% or more days enrolled. (Schoolzilla)
- **S1 Course Failure by Grading Period** - 61.5% (56/91) of our Black/African American students failed one or more of their core courses during S1. Black/African American students experienced a course failure rate 4.4% higher than the academy average (57.1%).

Upon review of our Black/African American students’ semester one data, there is a blaring throughline between each of the above data sets. Many of our Black/African American students are experiencing major barriers to attending class regularly. As such, these students missed cohesension in their instruction, making it very challenging for them to demonstrate the content mastery required to successfully pass their core courses.

Now What?

- **In an effort to foster community during this period of extended isolation and prolonged stress, the B/AASAI committee hosts quarterly game nights for Black/African American students and their families.** These events provide an opportunity for families to informally connect with members of the B/AASAI committee, relate with each other, and have some virtual fun. Many families have expressed an appreciation for the opportunity to have fun with the community and ask questions of school leaders. Unexpectedly, there is minimal overlapping participation between students receiving academic mentoring and families who attend B/AASAI family game

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nights. The difference in participation highlights the inabilities ability to provide programming that meets the needs of varying community members and suggests our communication and outreach is connecting with a wider range of students and families. Students who attend supplemental programming also regularly attend class. Our current family engagement programming is not expanding our ability to connect with families and/or Wave-Makers who are experiencing chronic absenteeism.

- **The B/AASAI committee is excited to announce the launch of a Black/African American Family Advisory Committee.** Over the last few years, the academy has experienced a continued increase in the representation of Black/African American parent leadership. Through the creation of a Black/African American family advisory committee, Black/African American families have the opportunity to deepen their programmatic understanding, assess the unique needs with the Black/African American MWA community, and make critical recommendations via our School Site Council.

As the B/AASAI committee continues to modify current academic supports and engagement opportunities provided to Black/African American Wave-Makers and their families, we are mindful of both the short-term and long-term impacts social isolation and remote learning will have on our students. As such, It is critical that our current supports and services are visible and easily accessible to students, families, and faculty.

- **Expand** outreach for students to participate in the B/AASAI Academic Mentoring program
- **Continue** our partnership with the academy's BSU through the launch of a virtual BSU Book Club
- **Launch** professional development opportunity in partnership with RTFisher and B. Hughes, an author, playwright, and Bay Area native
- **Establish** student and family affinity groups in partnership with WCC Charter Coalition Black & Brilliant committee
- **Recommend** a full-time B/AASAI coordinator to maximize student support and program development

The B/AASAI committee will continue to support our Black/African American Wave-Makers though the novelty of this moment in time by proposing programming designed to address the gaps in content knowledge and skill development some students will during the second semester and well into the next academic year. As always, the B/AASAI committee welcomes opportunities for continued learning and community partnerships as we continue to work in services of our Black/African American Wave-Makers.

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Intervention

Emalyn Lopez, Intervention Services Coordinator

What?

It comes as no surprise that the academic impact students have had to face during the pandemic has significantly increased the need for intervention support. Addressing the widespread “unfinished learning” and “learning loss” as a result of the school closures is the difficult and morally imperative task educators are confronted with this school year. After restructuring Intervention Services programming for distance learning, 100 Wave-Makers, prioritized for needing tier 3 support, were enrolled into online Math workshops hosted by trained Interventionists. Wave-Makers received 1 hour a week (2 days of 30 minute lessons) of targeted intervention support and remediation during semester 1. Interventionists also provided supplemental supports during asynchronous learning time for those needing tier 2 – reteaching instruction in order to master grade level content.

How is the Intervention Services Team (IST) addressing unfinished learning and support students in developing understanding and mastery of content?

The Intervention Services Team’s goal this year is to align our approach with the instructional practices implemented by faculty across MWA. More specifically, the three highlighted goals taken from *ANet’s Recommendations for Targeted Math Interventions Chart*. The areas of focus for implementation are:

1. Using formative assessment data to gauge student understanding and inform pacing.
2. Prioritizing the most essential prerequisite skills and understanding for upcoming content.
3. Tracing the learning progression, diagnosing, and going back just enough to provide access to grade-level material.

ANet’s Recommendations for Targeted Math Interventions Chart

Common Misstep	Recommendation
Blindly adhering to a pacing guide/calendar	Use formative data to gauge student understanding and inform pacing
Halting instruction for a broad review	Provide just-in-time support within each unit or during intervention
Trying to address every gap a student has	Prioritize most essential prerequisite skills and understanding for upcoming content
Trying to build from the ground up or going back too far in the learning progression	Trace the learning progression, diagnose, and go back just enough to provide access to grade-level material
Re-teaching students using previously failed methods and strategies	Provide a new experience for students to re-engage, where appropriate
Disconnecting intervention from content students are learning in math class	Connect learning experiences in intervention and universal instruction
Choosing content for intervention based solely on students’ weakest areas	Focus on Major Work clusters from current or previous grades as it relates to upcoming content
Teaching all standards in intervention in a step-by-step, procedural way	Consider the aspect of Rigor called for in the standards when designing and choosing tasks, activities, or learning experiences
Over-reliance on computer programs in intervention	Facilitate rich learning experiences for students to complete unfinished learning from previous or current grade

The Intervention Services Team's collaborations with grade and content level teams and ELD & SPED staff have been critical in addressing the “unfinished learning” and “additional learning loss” Wave-Makers are experiencing. The collaborations include bi-weekly meetings, observations, virtual classroom push-ins, and one-on-one check-ins to discuss instructional priorities, diagnostic data, student performance trends, and modifications to support Wave-Makers belonging to specific learner subgroups.

The professional development provided by math coach, Gail Standiford from RTF, Inc., has undeniably improved the teaching and learning practices of our Interventionists. What she has provided supports one of the primary focuses this year: to help ensure that our intervention approach maximizes efforts to support student thinking and understanding of

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grade level content. Through a series of trainings on *Achieve the Core’s Coherence Map*, Interventionists are able to trace focus standards across grades. This helps to address the prerequisites relevant to grade-level mathematics — an area of focus for Interventionists. Mapping standards on the Coherence Map allows Interventionists to utilize the tasks and assessment items to craft 30-minute lessons.

In addition to the workshops offered, Interventionists have implemented a robust data tracker to monitor the progress of those enrolled. Furthermore, efforts to increase student engagement relies heavily on parent communication and participation during advisor family conferences.

So What?

Intervention Services has historically operated under the Response to Intervention & Instruction (RTI²) framework, a multi-tiered process ensuring that all students have the differentiated support needed to meet grade level expectations. As such, the interventions offered to Wave-Makers serve two purposes - passing required courses (impact GPA) and mastering grade level essential standards. To move effectively across grades, proof of mastery in grade level content must be apparent during core day instruction. Therefore, the criteria for exiting math workshops during Semester 1 is maintaining above a 70% (passing grade) in their math class, and evidence that the Wave-Maker is demonstrating strong content understanding and performance during core day unit assessments, formative assessments, and teacher recommendations.

The efficacy of Intervention Services programming relies heavily on attendance, but many schools around the state are undoubtedly struggling with this during the pandemic. The trends in the data for Semester 1, prove that attendance is the primary roadblock to student achievement.

More than half of the Wave-Makers (64%) are prioritized for needing Tier 3 support (enrolled in workshops) passed their math course by the end of Semester 1. However, only 17 Wave-Makers were able to exit out of Intervention Services. Of the 17 Wave-Makers that exited only 11% of them were regularly attending Math workshops. With this data, we have determined that even though a Wave-Maker is able to pass their math class, they are likely to continue needing Tier 3 support because there is insufficient evidence that they demonstrate mastery of grade level content. In other words, passing the core day class in itself is not the only factor in determining if a student is ready to exit Intervention Services programming. This point of data becomes increasingly important for Algebra & Geometry courses because they serve as gatekeepers. If Wave-Makers do not develop a deep content understanding in Algebra & Geometry, it is likely to impact their performance in later math courses.

Table 1: Wave-Makers that regularly attended and have passed their math course.

Grade Levels	Total Students	Total Passing	Percentage
5th & 6th	8	7	88%
7th & 8th	12	8	67%
Algebra	1	1	100%
Geometry	6	6	100%

Table 2: Wave-Makers that did not attend regularly and have passed their math course.

Grade Levels	Total Students	Total Passing	Percentage
5th & 6th	14	9	68%
7th & 8th	26	12	46%
Algebra	14	13	93%
Geometry	19	9	47%

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Additionally, the detailed data in Table 1 shows that Wave-Makers who regularly attended Math workshops were about, on average, 23% more likely to pass their math classes than those that did not attend regularly (Table 2). The highlighted percentages in Tables 1 & 2 show that Interventionists were able to double the number of Wave-Makers who passed their Geometry class (Table 1) compared to the Wave-Makers who were identified for support but did not participate (Table 2). Therefore, it is evident that Tier 3 support offered to Wave-Makers can significantly impact student performance during core day instruction if attendance is not an issue.

Now What?

While attendance proves to be a challenge for the school at large, IST 's Semester 2 goals are to increase engagement, participation, and impact during core day instruction. Below are the ways in which will support these areas:

- Collaborate with content teams to implement an incentive program for enrollees.
- Continue communication with ELD & SPED to follow up on overlapping students.
- More training on effectively aligning remediated lessons to grade level content.
- Extending the workshop time to 1 hour instead of 30 minutes to allow for enough time to look for evidence of proficiency, provide effective feedback, and thoroughly assess learning.

Semester 2 Enrollment

Overall, Tier 3 enrollment for Semester 2 shows an increase of 64%. The factors that have contributed to the increase in enrollment are:

- failing student reports from grade and content level leads (teacher recommendations)
- launch of ELA workshops
- 5th grade ELPAC reclassifications
- SPED recommendations

However, the common denominator in all of these factors is undoubtedly due to the effects of the pandemic on student attendance. With all this in mind, Intervention Services is exploring the idea of building and expanding the team in order to effectively mitigate the widespread “unfinished learning” and “learning loss” Wave-Makers will continue to face during this unprecedented crisis.

Coversheet

CEO Report

Section: II. Standing Reports
Item: F. CEO Report
Purpose: Discuss
Submitted by:
Related Material: CEO Report_MWA Board Report_JAN 2021_ABN.pdf



MWA Board Report

JANUARY 2020

MWA Chief Executive Officer Report

Alton B. Nelson, Jr.

WHAT

We met an important milestone in December – completing a full semester of distance learning. Below, I share some high-level highlights for the 2020-21 school year thus far.

- Consistent monitoring and engagement with state and county officials regarding the latest updates and changes for pandemic-related requirements for the operation of schools and for the potential opening of schools.
- Trying to consistently communicate with our stakeholders regarding updates and changes related to the pandemic, school operations, and important news.
- Distributing meals to families 1-2 times per week.
- Supporting students psychologically and social-emotionally through our service provider support model and with our deans and social workers.
- Arranging for the repair of student and staff laptops and resolving other IT issues safely.
- Addressing staffing vacancies mid-year.
- Training and supporting staff in a variety of areas including Diversity, Equity, and Inclusion (DEI), supervision, and instruction.
- Launching our new organizational structure aligning the middle and upper school under a single, senior school director.
- Supporting our seniors (18th Wave) applying to college (without the opportunity for “overnight visits” and in-person college visits).
- Identifying potential partners to address needs in the areas of **Career Technical Education (CTE), coding, theater, and social-emotional support for staff**.
- Implementing Year 1 of a new strategic plan.
- Launching, adapting, and maintaining various initiatives to support teaching and learning.
- Preparing to assess students in the spring, per state mandate, for 2020-21.

On a positive note, the progress on the strategic plan is going very well. The goal of improving alignment across the school, alignment with CAP, and adding more innovation is going better than expected under these conditions (pandemic and working remotely).

A challenge has been the experiences of our students and staff during the pandemic. While some students have thrived in this learning model, many are struggling with attendance, isolation, and academic progress. Some staff appreciate the flexibility and opportunities to try new things, while others are not feeling as supported, finding it harder to get some of their questions answered due to new structures and the remote working arrangements, and having challenges working from home while balancing child care.



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SO WHAT

In an effort to better understand how students and staff are doing, I arranged for opportunities to hear directly from them in the following ways:

- **Quarterly Check-Ins with the Upper School Associate Student Body Officers.** These meetings with student leaders have been very instructive. I am learning so much about their general morale, pain points, and areas to address.
- **Staff Input Sessions in December.** With the support of Ms. Yarbrough, I hosted two staff input sessions. I asked them essentially four questions: *What's working? What's not working? Concerns? Do you feel supported?* Their feedback and answers were extremely helpful in learning more about how students are doing and how they (the staff) are doing. I heard both successes and pain points, as well as some questions. I have compiled their various responses and shared them with the staff and the Board. Next steps include asking them to rank order prioritize some of the items they would like addressed by the end of March, by the end of June, and those that will take longer to address.
- **Student Input Sessions January Through April.** With the support of Ms. Yarbrough and Ms. Macho, I have scheduled input sessions with each Wave in the upper school. I have already met with the junior class (19th Wave) and will be meeting with the remaining upper school Waves in the coming weeks. When this is complete, I will work to set up input sessions with the middle school Waves. For the upper school sessions, we hold them first thing in the morning after attendance is taken in advisory. Advisors stay in the meeting to offer support. When I have heard from all of the upper school waves, I will be sending out a summary of key takeaways and share them with the students and the staff.

NOW WHAT

I want to continue to listen to our students, staff, and parents to inform any additional support we can offer or things we might revise to be more responsive to the needs of our stakeholders. What is clear to me, thus far, is that despite the fact that we do some things really well, there are just some basic things we can improve upon that would help staff and students feel more supported and valued. In addition, I have heard the sense of loss some of us are experiencing right now. The causes for the sense of loss varies, but the impact is the same – signs of grief, frustration, anger, resentment, sadness, and confusion. More than just “fixing the problem”, the staff need us to validate concerns, acknowledge our mistakes, and offer them support in the grieving process. I look forward to helping us improve in this area in the days, weeks, and months to come.



MWA Board Report

Goals & Updates for 2020-21

Goal #1

Discuss, develop, and agree on definitions, goals, and metrics in a set of cascading MOCHAs (a delegation framework – Managers, Owners, Contributors, Helpers, and Approver) in the areas of:

- *a school-wide instructional philosophy*
- *innovation in teaching and learning practices*
- *social emotional development practices*
- *insights into the experiences of our Black stakeholders at MWA (students, parents, staff, and alumni)*

Goal #1 Updates

- **Progress** – Dr. Ward-Jackson and I have met with the MOCHA Owners two times thus far. We plan to meet 1-2 more times before March. The MOCHA Owners have been consistent in providing updates on their progress.
- **Timelines** – The timeline has shifted slightly in that we will take whatever progress has been made by mid-to-late February to inform budget and program development.

Goal #2

Co-lead the strategic plan Program Committee Team (PCT), with Patrick, to meet Year 1 milestones and goals of the new strategic plan. Examples include expanding *college access* education in earlier grades at MWA (e.g. as early as 5th grade and with targeted programming for parents and students) and identifying unique instructional practices and innovations to be able to share with others.

Goal #2 Updates

I am so excited to see the progress that has been made on the strategic plan by the PCT. Alignment is being strengthened, potential programming shifts by MWA and CAP are occurring, and innovative ideas are being discussed and implemented in the spirit in which we are engaging in this work – “test and learn”. In this approach, we identify the “issue” or the goal we want to accomplish, we try a new approach, we set metrics to measure progress and success, we analyze the data and results, and then we either abandon it (if it does not work) or we refine it (if it shows promise or is effective). I am very excited to see where this new approach leads and the potential for being able to serve our students more effectively in realizing their dreams for themselves.

Coversheet

Q&A on Written Chief of Staff Report (COS)

Section: II. Standing Reports
Item: G. Q&A on Written Chief of Staff Report (COS)
Purpose: Discuss
Submitted by:
Related Material: January 2021_COS Board Report.pdf



Board Report

Chief of Staff

January 2021

Elizabeth Martinez

Chief of Staff

Now that the transition is complete and I have stepped away from the Acting Director of Human Resources role I am shifting my focus to maximizing the impact of my team (Appendix A). Over the course of the next couple of months, I will be establishing goals and metrics to measure the efficacy and effectiveness of my team as their roles are vital to the success of our infrastructure and accountability. I look forward to sharing these goals with you in March. For this report, I will highlight what we know about state assessments, state reporting and how we are navigating the fluid nature of compliance.

State Assessments

What we know for certain is that state assessments must be administered this year including the California Assessment of Student Performance and Progress (CAASPP) and the English Language Proficiency Assessments for California (ELPAC). The testing is to be administered remotely and calls for a participation rate of 95% for grades 5th-8th and 11th (our goal is 100%). Participation below 95% impacts our overall performance as a school. Kara is partnering closely with Caitlin Shelburne, Director of Academic Instruction, who is the owner of the assessment administration within the school. Together, they facilitate the Assessment Workgroup, a space where leaders across the school collaborate towards successful implementation of testing. It is expected that the testing window will be longer this semester as students have to be tested in smaller groups (approx. 20 at a time). At this time, the workgroup is anticipating the testing window will begin in February with the ELPAC and end in June with the CAASPP. In previous years, goal-setting and execution was centralized to a smaller group but this year Kara and Caitlin are expanding their reach more broadly by making space for functional area leaders to set goals for their areas. For example, in the years prior Kara and/or Caitlin would lead efforts to reach students/families. This year, Raynell Crews-Gamez will be taking the lead on that front as the Director of School Culture and Family Engagement; by nature of her role she is plugged directly into the target audience. I believe this approach will get us to a successful administration.

State Reporting

As for the remaining state reporting requirements, most have remained in place. These requirements include our Student Accountability Report Card, the multiple CALPADS certifications. Historically, Carmen has entered data for over 12 areas directly into the state reporting portals, reviewed the data, and certified it. This year, Carmen led an effort to identify and train “data stewards” across the organization. The data stewards are now responsible for entering the data for their area directly into the state portals while Carmen focuses on quality control and meeting our deadlines. I am happy to report that as a direct result of this shift we successfully submitted our Fall 1 CALPADS submission well in advance of the state deadline, a first for MWA. For me, this is a perfect example of adapting systems to match the expansion of our student body.

Heifetz & Linsky wrote that, “change that truly transforms an organization...demands that people give up things they hold dear: daily habits, loyalties, ways of thinking. In return for these sacrifices, they may be offered nothing more than the possibility of a better future”. This accurately summarizes how I view the work that I wrote about and how I view the work of Making Waves as a whole this year. Everyone in the organization has made sacrifices to ensure that learning continues for our students. While the successes have not come without challenges, I am proud of the approach we have taken to hit moving targets.

January 2021

Appendix A

Data and Administration Team Overview

Over the summer, Making Waves Academy (MWA) made significant progress in its reorganization efforts towards a one-school model and right-sizing the Central Office. To better support the school, we reorganized key positions in the Central Office under my leadership. For my initial report, I will provide an overview of the team with a focus on the Human Resources department. Over the course of the year, I will highlight different areas of the team's work and provide you with a steady data stream.

Human Resources -- Director of Human Resources, Fe Campbell

Supports the employee cycle from onboarding to offboarding including benefits administration, employee relations, training and development for supervisors, credentialing support, and employee policies.

Central Office Management and Marketing -- Office Manager & Marketing Assistant, Ashley Yarbrough

Manages Central Office operations and culture-building activities such as monthly All-Hands and weekly Strawberry Talks including modification of these activities from in-person to virtual. New this year is MWA-based marketing support such as uniform templates for signage, documents, and newsletters along with digital displays and website refreshers.

Data and Assessment -- Director of Data and Assessment, Kara Alhadeff

As a result of the pandemic, state testing did not take place last academic year. Therefore, the Director of Data and Assessment is working closely with the Senior Director of Academic Instruction and Directors of Academic Instruction (Humanities & Math/Science) to administer math and reading diagnostics in addition to identifying tools to assess learning loss related to distance learning.

Compliance and Data -- Compliance and Data Systems Administrator, Carmen Velarde

Supports state reporting and system maintenance for PowerSchool, student enrollment, grades, schedules and other student data. Played a pivotal role in the integration of multiple systems to launch the school year virtually.

Registrar & Attendance -- Registrar, Josefina Sanchez

Supports with the tracking and monitoring of students attendance including state reporting and compliance. During distance learning, the team is supporting participation tracking for students and partnering with the dean of students office to identify students who are not participating regularly in distance learning.

Coversheet

Q&A on Written Finance Report (CFO)

Section: II. Standing Reports
Item: H. Q&A on Written Finance Report (CFO)
Purpose:
Submitted by:
Related Material: December 2020 Financial Report.pdf



Making Waves Academy December 2020 Financial Report

Dear U.S. ...) ,

On December 30, 2020, Making Waves Academy closed its books with \$5.52M in cash. Operations for MWA - "School" and MWA Central Office have been under budget for the month. MWA - "School" spent about \$1.95M, and MWA Central Office spent about \$200K in December 2020. Compared to year-to-date December of last fiscal year, overall spending was \$1.19M, or 9% less due to the school closure and the reduction of personnel for right-sizing in FY20.

Year-to-Date

- The budget used for our basis of comparison is the board approved 1st Interim budget.
- MWA - "School" finished \$1.94M, or 16% under budget, and MWA Central Office finished \$258K, or 14% under budget.
- Government Revenues only – We received \$4.82M current year to date compared to \$3.79M for the same period last year, representing an increase of 27%. The increased revenue is mainly from the Elementary and Secondary School Emergency Relief (ESSER) and Learning Loss Mitigation (LLM) Funds we received as a result of the federal CARES Act. A small portion of the revenue increase is from the State Special Education revenue by joining the El Dorado Charter SELPA.
- There were no new positions filled in December, but one full-time staff left MWA, bringing us to a net of 22 FTE unfilled positions. The unfilled positions comprised 8 Full-time Equivalent (FTE) teachers and 14 Full-time Equivalent (FTE) non-teaching staff.

MWA - "School"

1. The variances of \$814K from salaries and benefits are due to the following:
 - a. Savings from 21 Full-time Equivalent (FTE) unfilled positions.
 - b. Part-time After School Program staff and part-time Interventionists are paid based on contracted hours they are supposed to work, which are fewer than their budgeted hours.
 - c. Minimal overtime payment for non-exempt operational staff.
2. Budget savings totaling \$334K are from supply expenses such as textbooks and core curricula materials, custodial supplies, instructional materials & supplies, and student food services.
3. More budget savings totaling 789K are from contract services such as staff professional development, utilities, IT contract services, printing and reproduction, student transportation, study trips for the students, and special education services. About 50% of the savings from contract services are due to timing issues, and will balance out as the fiscal year progresses.
4. Total savings for non-personnel expenses are \$1.12M.

MWA Central Office

1. The variances of \$72K from salaries and benefits are - mainly due to over-budgeted retention bonuses. We will adjust accordingly in the 2nd interim budget.
2. Budget savings of \$15K are from supply expenses such as office supplies, reference books, and computers/IT supplies.
3. Additional savings totaling \$171K for contract services are from staff professional development, IT contract services, and staff recruitment.
4. Total savings for non-personnel expenses are \$186K.



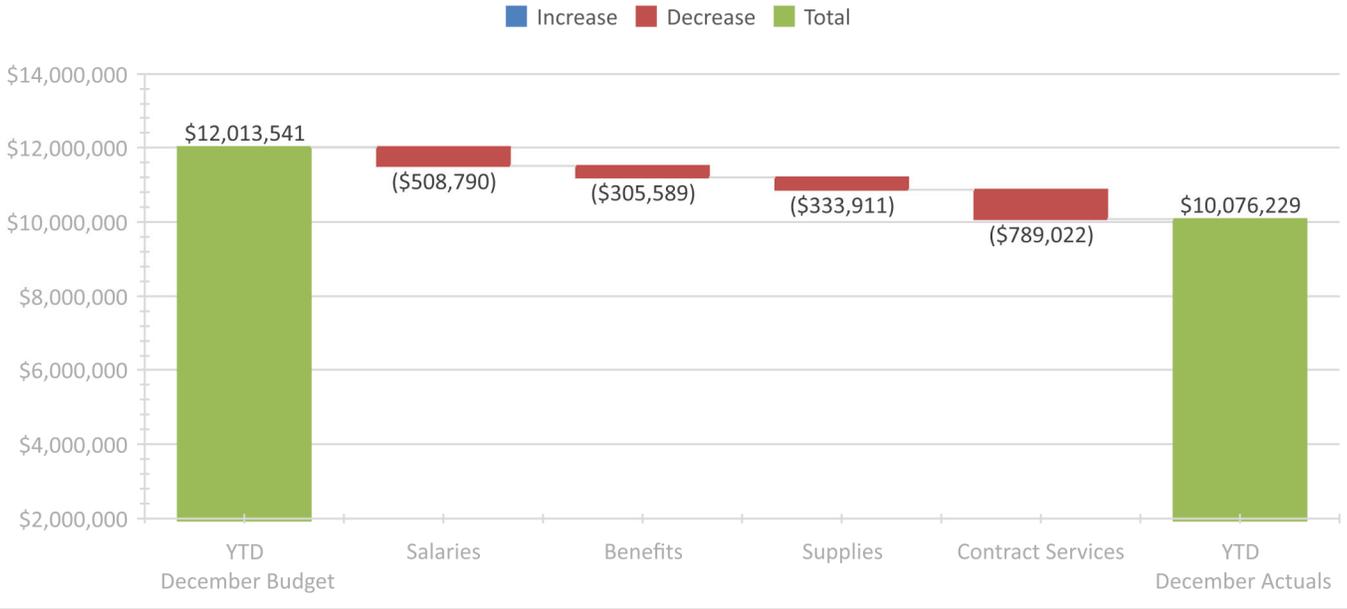
With the uncertainty of when our school can reopen, our spending for non-personnel expenses for the remaining of the year will most likely reduce a bit more than the 1st interim budget. We will monitor our actual year-to-date spending more closely and consult with the budget managers on their needs to produce a 2nd interim budget within the appropriate spending ranges without sacrificing the quality of education provided to our students. We will also closely monitor our cash flow to maintain proper cash levels and accrue all revenues by June 30, 2021.

State and Local Payment Schedule:

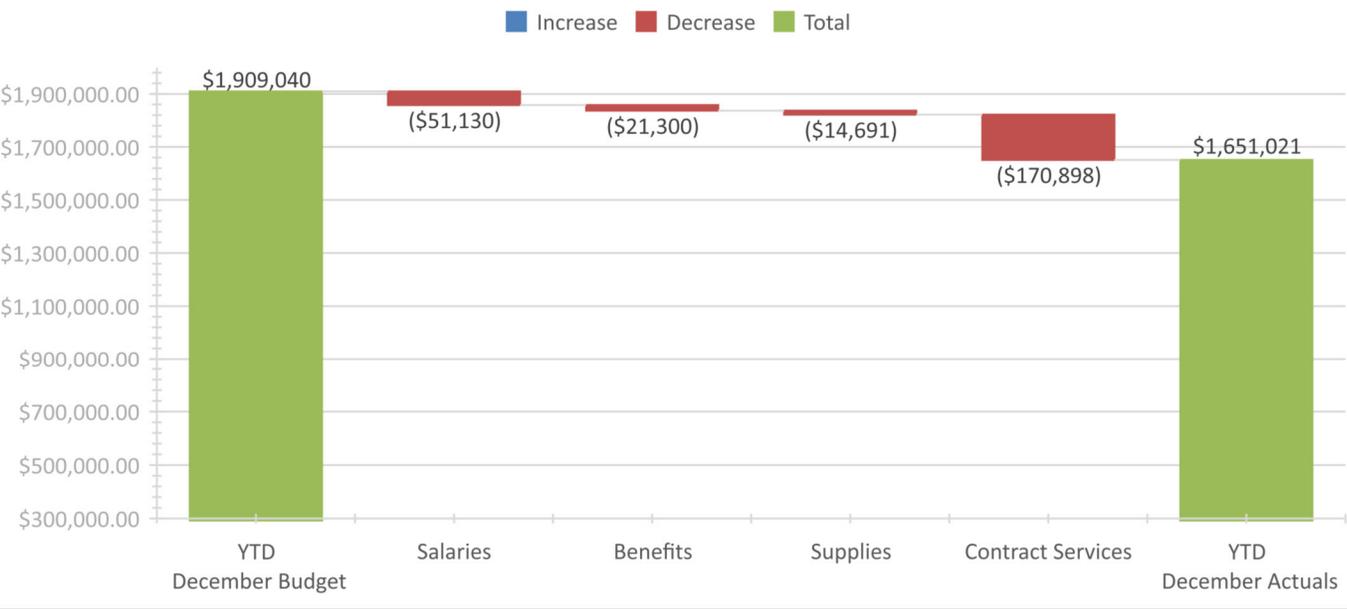
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
State Aid, LCFF, and State SPED	5%	5%	9%	9%	9%	9%	9%	5%	3%	3%	3%	0%
								<i>(4% deferred to Nov 21)</i>	<i>(6% deferred to Oct 21)</i>	<i>(6% deferred to Sep 21)</i>	<i>(6% deferred to Aug 21)</i>	<i>(Balance deferred to July 21)</i>
Property Tax	10%	6%	12%	8%	8%	8%	8%	8%	8%	8%	8%	8%



*YTD Expenses (July - December 2020)
Budget to Actual Breakdown - MWA - "School"*



*YTD Expenses (July - December 2020)
Budget to Actual Breakdown - MWA Central Office*



Coversheet

Standing School Reopening Update

Section: III. Non-Action Items
Item: B. Standing School Reopening Update
Purpose: Discuss
Submitted by: Evangelia Ward-Jackson
Related Material: Reopening Update Slides for Board_2020.01.20.pptx

BACKGROUND:

The attached slides are intended to be pre-reading for our discussion regarding the status of reopening for on-site learning.

RECOMMENDATION:

Please review the attached pre-reading in preparation for a discussion of our school's reopening status.



Blueprint for a Safer Economy Status

As of 1/20 Contra Costa County remains in the Purple Tier (the most restrictive tier in the Blueprint for Safer Economy)

- **1/19 Contra Costa County Metrics**
 - Adjusted Case rate = 47.3
 - Positivity rate = 10.8%
 - Health equity quartile positivity rate = 16.8%



Regional Stay at Home Order

Contra Costa and the entire Bay Area Region is currently under an indefinite Stay at Home Order, due to limited ICU bed capacity.

Regions with ICU bed capacity under 15% are to follow a Regional Stay at Home Order

ICU Bed Availability as of 1/20

- Bay Area = 7.4% beds available
- Contra Costa = 21 beds available



Planning for Phase 1B and Beyond

What does this mean for MWA?

- MWA cannot currently move into Phase 1B until the Stay at Home Order is lifted and Contra Costa is back in the red tier on the Blueprint for Safer Economy.
- MWA's reopening workgroup has not paused on planning for reopening and continues to monitor and adjust as new guidelines for reopening are released.

Coversheet

Board Fellows Update

Section: III. Non-Action Items
Item: C. Board Fellows Update
Purpose: Discuss
Submitted by:
Related Material: MWA BBF_Jan 28 Board Meeting_Presentation.pptx
MWA BBF_Jan 28 Board Meeting_Pre-Read.pptx

Berkeley Board of Fellows - MWA

Project update - initial findings



January 2021

MWA Innovation Diagnostic: **Key Takeaways**

STRONG FOUNDATION OF INNOVATION ACCELERATED DURING COVID19...



- Innovation is a **stated priority in the MWA strategic plan**, and the organization overall has embraced moving towards **proactive innovation** (e.g. holistic services).
- COVID-19 has empowered MWA's people to think "outside the box" and **challenge the status quo**, an opportunity many teachers and staff have embraced even in the face of the challenges brought by the pandemic.
- Several big ideas have been tested and implemented because of **instances of strong leadership support**, including from the board (e.g., Advisory).
- There is a strong foundation of **using technological tools and data**, which is being continually strengthened and accelerates innovation.

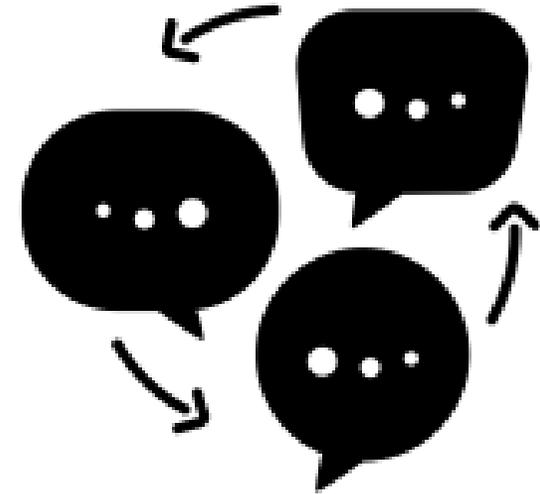
...AS WELL AS OPPORTUNITIES TO FURTHER STRENGTHEN CAPABILITIES



- The chain of command and approval process feels **extensive and unclear** to many, which often deters individuals wanting to pursue innovative ideas.
- Innovation often runs-up against **risk-aversion** and a focus on **compliance**, where some feel freer than others to embrace an "**it's okay to fail**" culture.
- MWA may be able to achieve more breakthrough innovations by increasing **cross-collaboration** as well as building **baseline technical expertise in tools/data** for all staff and faculty.
- Innovation is happening, but at times the pace and nature of change creates **change fatigue**.

Guiding Discussion Questions

- 1 Are there any takeaways that **surprised you**? Which **resonated** with you the most?
- 2 What other **successes and / or opportunities** have you witnessed that are not reflected here?
- 3 Which **opportunities** pop for you? Where should we **start by leaning-in over the next few months**?





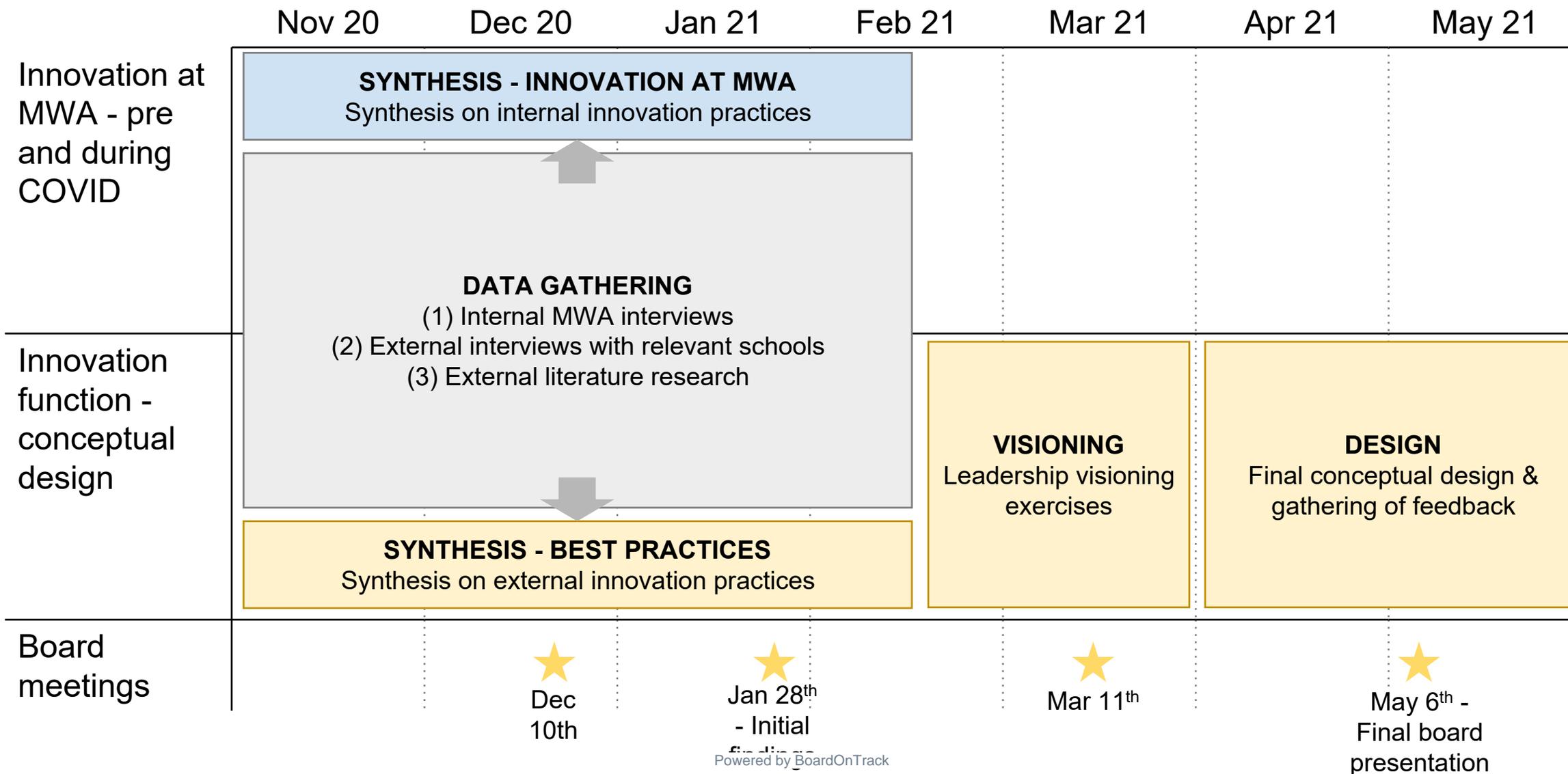
Berkeley Board of Fellows - MWA

Project update - initial findings

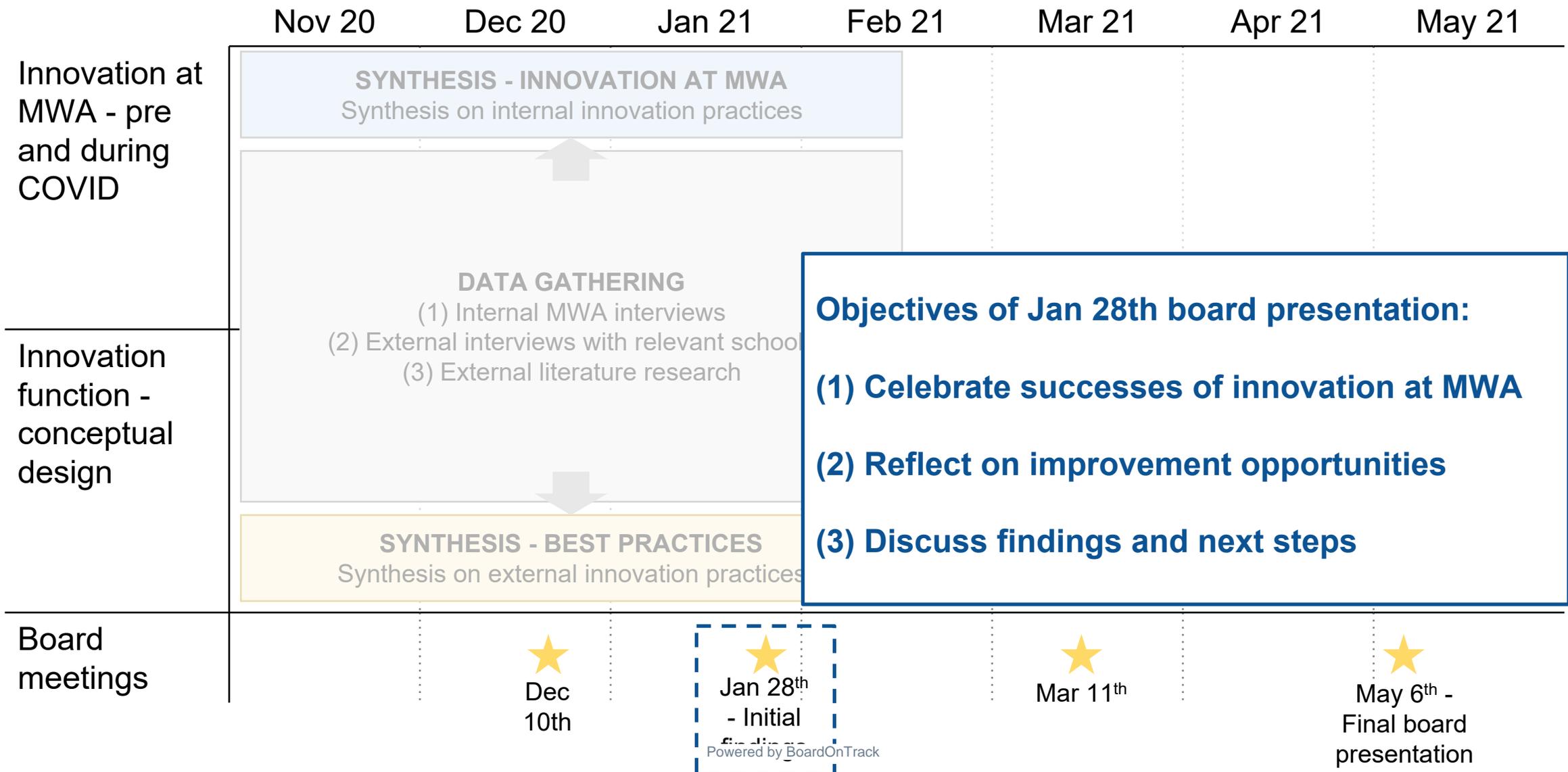


January 2021

Reminder: project outline and timeline



Reminder: project outline and timeline



The diagnostic is rooted in key elements of successful innovation

INNOVATION FRAMEWORK

Innovation Vision and Strategy

- Aligned vision for what it means for the organization to be innovative and practice a “test and learn” approach
- Goals for innovation and approach for achieving those goals



Processes and Structures

- Processes for generating, pitching, and piloting ideas
- Defined roles and decision-making
- Forums for submitting and weighing-in on ideas
- Paths for evaluating and implementing ideas of varying complexity/costs



Enabling Capabilities

- Technological infrastructure
- Access to and use of high-quality data
- Data and technology literacy
- Additional resource investments when needed
- Cross-functional collaboration



Culture and Leadership

- Leadership messaging and expectation setting
- Comfort with “test and learn” mindset
- Shared vocabulary and experience around innovation



MWA has a **strong foundation of success** with innovation that has accelerated during the COVID-19 pandemic...



Innovation Vision and Strategy

- Innovation is **prioritized in MWA strategic plan**
- Innovation work is underway through a **MOCHA** to act on that priority



Processes and Structures

- MWA is taking a **proactive approach** to innovating (e.g. getting Chromebooks prior to pandemic, holistic services, etc.)
- MWA staff and teachers are finding ways to **test new ideas**
- **Meeting and communication cadences** with leadership team at start of pandemic improved momentum and transparency
- **Input from faculty, staff and students** is considered for different innovations



Enabling Capabilities

- COVID provided urgency and resources to **accelerate providing access to and the use of technology (tools & data)**
- MWA **uses data as a diagnostic tool** (e.g., surveys)
- COVID provided opportunities to further **automate manual tasks**, freeing time for faculty, staff and students
- Leadership's **willingness to invest resources** in critical needs during COVID has accelerated progress



Culture and Leadership

- Several big ideas have been acted-on because of instances of strong **leadership support**, including from the board (e.g., Advisory)
- Multiple teams have **adopted agile, user-centered design, and other frameworks** to foster innovation
- COVID has **empowered people to “think outside the box”** and challenge the status quo



Main strengths: Innovation highlighted as a strategic priority, Faculty and staff pursuing innovation proactively, and Strong foundation of technological tools and data usage

...as well as **opportunities to further strengthen its innovation capabilities**



Innovation Vision and Strategy



- **Vision and goals for innovation not yet formalized** to create a single, aligned strategy that spans various pockets of innovation across MWA (work is underway through MOCHA to provide this unifying strategy)
- Innovation is happening, but at times the pace and nature of change creates **change fatigue**

Processes and Structures



- Chain of command feels **extensive and unclear** to many, serves as a deterrent to pursue innovation
- **Long, restrictive** processes to vet and pilot new ideas
- Some staff feel **unclear on what is allowable** to pilot/implement
- Need for **standardizing and codifying processes** for pitching, approving and piloting new ideas
- Opportunity for more **evaluation and monitoring** of innovations

Enabling Capabilities



- Need identified to continue efforts to build **baseline technical expertise in tools/data** for all staff and faculty
- Desire to continue working towards **constant monitoring and data collection** to proactively inform decisions
- Increased **need for cross-collaboration** to implement breakthrough innovation

Culture and Leadership

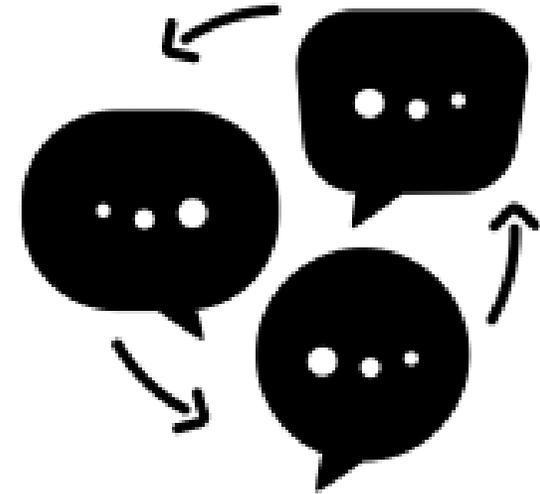


- Innovation often runs-up against **risk-aversion**, focus on **compliance** - some feel freer than others to embrace an **“it’s okay to fail”** culture
- Opportunity to build up the **“vocabulary of innovation”** - *“yes, and”* as opposed to *“we can’t do that”* or *“we’ve always done it this way”*
- Uneven **external sharing of best practices** across departments and with other schools

Main Opportunities: Streamlining and clarifying the innovation and decision-making process, Further developing cross-collaboration and technical expertise, and Building a “test and learn” culture

Guiding Questions for January 28 Board Meeting Discussion

- 1 Are there any takeaways that **surprised you**? Which **resonated** with you the most?
- 2 What other **successes and / or opportunities** have you witnessed that are not reflected here?
- 3 Which **opportunities** pop for you? Where should we **start leaning-in over the next few months**?



Path Forward: Plan for February-May

Gather inputs for future state innovation strategy

- Complete external interviews with other charter schools/organizations to gather best practices for fostering innovation
- Engage MWA board and leadership via interviews, surveys
- Complete working session with MWA board and leadership



Develop notional future state innovation strategy at MWA

- Develop recommended high-level framework for institutionalizing innovation at MWA
- Present framework to MWA board and leadership, gather feedback, and update accordingly



Coversheet

Lottery Update

Section: III. Non-Action Items
Item: D. Lottery Update
Purpose: FYI
Submitted by: LaMario Sales
Related Material: Lottery Application Update (Jan 2021).pptx

BACKGROUND:
Lottery application submission process open October 1, 2020, I will give an update on the current numbers available.



Lottery Application Update

LaMario Sales

January 28, 2021



Learn. Graduate. Give Back.

Table of Contents

- **Overall Application Submission Update**
- **Application Submission by Grade**
- **Applications Submitted by Race/ Ethnicity**
- **Where Do Our Applicants Live?**
- **Commercial Advertisement Results**
- **Community Outreach**

Application Submission Update:

- 624 applications submitted with MWA being at least one of the schools selected
- Of those 624 applications, 286 only applied to MWA (45.8% of all applications submitted)
- 71 sibling applications (12.9% of all applications submitted)
- 3 employee children applications, (0 qualified for priority)
- 482 applicants eligible for free and reduced lunch (77.2% of all applications submitted)

Applications by Grade	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>8th</u>	<u>Total</u>
Applied to MWA and at least one additional school	185	182	159	88	624
Applied to MWA only	130	58	52	46	286

Applicants Demographics by Race/ Ethnicity	<u>Targets</u>	<u>Current Results</u>	<u>Applicants</u>
African American	25%	13.4%	83
Asian	6%	7.1%	44
Hawaiian or Pacific Islander	6%	0.4%	3
Hispanic or Latino	50%	61.3%	378
Multiple	6%	10.2%	63
White	6%	1.9%	12
Other	N/A	2.2%	14
Unreported	N/A	3.0%	19

Where Do Our Applicants Live?

(17 Different Cities)

- Richmond-306
- San Pablo-185
- El Sobrante-34
- Hercules-33
- Pinole-25
- Rodeo-22
- Vallejo-6
- Martinez-3
- El Cerrito-2

- Antioch-1
- Pittsburg-1
- Tiburon-1
- Sacramento-1
- San Rafael-1
- Suisun City-1
- Emeryville-1
- Concord-1

Commercial Advertisements Results

Direct Mail Campaign

- Sent postcards to MWA’s underrepresented groups during the recruitment process
- Approx. 16,000 homes received an invite to apply for MWA’s Lottery

Signage on Lakeside & Richmond Parkway

- placed just below the “Making Waves Academy” sign
- On the corner of Richmond Parkway and San Pablo Ave
- Placed on Lakeside drive in front of play structure.
- Seen by approx. 792,000 vehicles**

**Number based on traffic study by Caltrans. Approx. 198,000 cars pass MWA West Bound where the sign is most visible in a given month. <https://dot.ca.gov/programs/traffic-operations/census/traffic-volumes/2017/route-71-80>

Community Outreach

-Sent email reminders about this year's lottery to the following community partners:

- Yes Families
- All Nations Church
- Ephesians Church of God in Christ
- Building Blocks for Kids
- La Petite Academy (Hilltop)
- KinderCare (El Sobrante)

-Sent email reminders about this year's lottery to over 700 families on 20-21 waitlist

-Sent Reminder letter to families of all 1088 students currently attending MWA

Contact Information

LaMario Sales

Lsales@mwacademy.org



Learn. Graduate. Give Back.

Coversheet

Board Minutes: December 10, 2020 Board Meeting

Section: IV. Action Items
Item: B. Board Minutes: December 10, 2020 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for December Board Meeting on December 10, 2020

APPROVED



Making Waves Academy

Minutes

December Board Meeting

Date and Time

Thursday December 10, 2020 at 10:30 AM

Location

<https://mwacademy.zoom.us/j/83455604328?pwd=aG1IRThUTIAvSmdQalJGVmVsVWE5UT09>

Passcode: 655489

Or iPhone one-tap :

US: +16699006833,,83455604328#,,,,,0#,,655489# or
+12532158782,,83455604328#,,,,,0#,,655489#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 669 900 6833

Webinar ID: 834 5560 4328

Passcode: 655489

[CLICK HERE to access agenda in Spanish](#)

[HAGA CLIC AQUÍ para acceder a la agenda en español](#)

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.***
 - ***Send your request to speak by 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).*
 - *include your name so that you can be called when it is your turn to speak.*
 - *During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.*
- Under SB1036 the minutes from this meeting will omit student and parent names and other directory information, except as required by judicial order or federal law. If a parent/legal guardian wishes a name be included, one must inform the board prior to their public comment.

If you have questions about the board agenda and materials or you are in need of disability-related

accommodations, please contact:

Si tiene preguntas sobre la agenda y materiales de la junta o necesita adaptaciones relacionadas con la

discapacidad, comuníquese con:

Elizabeth Martinez at emartinez@mwacademy.org or 510-227-9856.

Please note that all agenda times are estimates.

Directors Present

Alicia Klein (remote), Burak Gursel (remote), Esther Hugo (remote), Jessica Laughlin (remote), Layla Naranjo (remote)

Directors Absent

Margaret Watson, Maricela Navarro

Directors who left before the meeting adjourned

Jessica Laughlin

Guests Present

Alton B. Nelson Jr. (remote), Elizabeth Martinez (remote), Evangelia Ward-Jackson (remote), Gabe Manion (remote), Mathilde de la Calle (remote)

I. Opening Items

A. Call the Meeting to Order

Alicia Klein called a meeting of the board of directors of Making Waves Academy to order on Thursday Dec 10, 2020 at 10:40 AM.

B. MWA Board accepts resignation of Daryle Morgan from the MWA Board

Please accept this letter as notice of my resignation from the Making Waves Academy Board, effective December 1, 2020.

It has been my honor to work with and on behalf of the students, families, staff, faculty, and MWA/MWF boards for the past several years.

Please share my best wishes for continued success on this journey.

Thank you,

Daryle Morgan

C. Record Attendance and Guests

D. Public Comment

No public comment was made.

E. Closed Session

No action was taken during closed session.

II. Standing Reports

A.

Compliance to Excellence: Remarks by Board President

- Board President introduced the Board Fellows who provided an update on their project. The focus of their project is on institutionalizing innovation at Making Waves Academy.
- Board President introduced the Parent Council which will be launching next week. The Parent Council is comprised of parent leaders and is a space for them to engage in discussion with the board and MWA leadership.

B. Mission Connection: Video Reflections

Board viewed student video reflections regarding the current college application season.

C. Deep Dive: College Admissions During a Pandemic

Jon Siapno, Director of College and Career Center provided an overview of the current context under which students are applying to colleges.

Board engaged in discussion with Jon Siapno about what must evolve in MWA's offerings to optimize for positive life outcomes for MWA students.

D. ASB Written Update

ASB President and Vice President engaged in discussion with the board who asked questions about the ASB Written update.

E. Senior School Director Written Report

Board asked questions regarding the Senior School Director Report regarding alumni engagement and College and Career Counseling programming related to the MWA Strategic Plan and Advisory.

Jessica Laughlin left.

F. CEO Report

Board asked questions about the CEO report regarding his annual goals and charter school landscape post election.

G. Chief of Staff and Acting Director of Human Resources Report

Board asked questions about the Chief of Staff report regarding COVID-19 cases and the leadership changes in Human Resources.

H. Q&A on Written Finance Report (CFO)

Board asked questions about the Finance Report including questions about state funding deferrals and audit findings.

I.

School Site Council (SSC) Update

Senior School Director provided an update on the latest School Site Council meeting which included updates on title funds, sufficiency of textbooks, and School Site Council elections. A new SSC President will be announced in the near future.

III. Non-Action Items

A. Committee and Advisory Committee Updates

Board members provided brief updates regarding the Finance and Audit Advisory Committees.

B. Standing School Reopening Update

Dr. Evangelia Ward-Jackson, Senior School Director, provided a brief update on where we are in the School's reopening plans.

C. School Culture and Family Engagement

Raynell Crews-Gamez, Director of School Culture and Family Engagement, provided an overview of her role this academic year.

D. Board Reading Assignment

Board President introduced the board reading assignment, "Caste: The Origins of Our Discontents" by Isabel Wilkerson.

E. Curriculum Review Committee

Board Member, Esther Hugo, provided a summary of the Fall Curriculum Review Committee related to:

- Math
- History
- College and Career
- Sex Education

IV. Action Items

A. Board Minutes: October 15, 2020 Board Meeting

Layla Naranjo made a motion to approve the minutes from October Board Meeting on 10-15-20.

Burak Gursel seconded the motion.

Approved pending edit to item II.A .

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

Roll Call

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

B. Accept Minutes for Committees and Advisory Committees

C. Curriculum Review Committee Minutes

Esther Hugo made a motion to accept the minutes from Fall Curriculum Review Committee on 10-22-20.

Layla Naranjo seconded the motion.

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

Roll Call

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

D. Audit Advisory Committee Minutes

Esther Hugo made a motion to accept the minutes from Audit Committee on 11-19-20.

Layla Naranjo seconded the motion.

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

Roll Call

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

E. Finance Advisory Committee Minutes

Esther Hugo made a motion to accept the minutes from Finance Advisory Committee on 11-19-20.

Layla Naranjo seconded the motion.

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

Roll Call

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

F. Budget Overview for Parents

Layla Naranjo made a motion to approve the budget overview pending an additional addendum that breaks down the financials further.

Burak Gursel seconded the motion.

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

Roll Call

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

G. First Interim Budget (2020-2021)

Esther Hugo made a motion to approve the First Interim Budget.

Layla Naranjo seconded the motion.

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

Roll Call

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

H. Data Classification Policy and Protection Guidelines

Burak Gursel made a motion to approve the Data Classification Policy and Protection Guidelines.

Esther Hugo seconded the motion.

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

Roll Call

Esther Hugo Aye

Roll Call

Layla Naranjo Aye
Burak Gursel Aye
Margaret Watson Absent
Maricela Navarro Absent
Alicia Klein Aye
Jessica Laughlin Absent

I. Student Chromebook Fleet Replacement

Esther Hugo made a motion to approve the expense for the Student Chromebook Fleet Replacement.

Burak Gursel seconded the motion.

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

Roll Call

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

J. Faculty, Student, and Parent Holistic Support Services

Layla Naranjo made a motion to approve the agreement with Seeds of Awareness.

Esther Hugo seconded the motion.

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

Roll Call

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

K. Charter SELPA Local Plan Section B & Participation Agreement

Esther Hugo made a motion to approve the Charter SELPA Local Plan Section B & Participation Agreement.

Burak Gursel seconded the motion.

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

Roll Call

Esther Hugo Aye
Alicia Klein Aye

Roll Call

Burak Gursel Aye
Maricela Navarro Absent
Margaret Watson Absent
Layla Naranjo Aye
Jessica Laughlin Absent

L. Student Recruitment Postcard Print Job

Esther Hugo made a motion to approve the Student Recruitment Postcard Print Job.
Layla Naranjo seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

M. Independent Contractor Agreement for Credential Services

Esther Hugo made a motion to Independent Contractor Agreement for Credential Services.
Burak Gursel seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

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

V. Discussion Items

A. Appreciations by the Board of Directors

Board acknowledged the organization for the way that they have shown up during the pandemic and shared appreciations.

VI. Closing Items

A. Schedule of Board of Directors Meetings 2020-2021

- January 28, 2021
- March 11, 2021
- May 6, 2021
- June 17, 2021

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:56 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Culture and Climate Committee Minutes

Section: IV. Action Items
Item: D. Culture and Climate Committee Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Culture and Climate Advisory Committee on January 11, 2021



Making Waves Academy

Minutes

Culture and Climate Advisory Committee

Date and Time

Monday January 11, 2021 at 3:30 PM

Location

<https://mwacademy.zoom.us/j/85922376375?pwd=NGlVY2lVRmJpQkZLY3ZUR1pKb1pEZz09>

Meeting ID: 859 2237 6375

Passcode: 086091

If you have questions about the board agenda and/or 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 meeting.***
 - ***Send your request to speak by 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).*
 - *include your name so that you can be called when it is your turn to speak.*
 - *During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.*
- 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.

Please note that all agenda times are estimates.

Committee Members Present

Elizabeth Martinez (remote), Fe Campbell (remote), Layla Naranjo (remote), Margaret Watson (remote), Raynell Crews-Gamez (remote)

Committee Members Absent

None

I. Opening Items

A. Call the Meeting to Order

Margaret Watson called a meeting of the Culture and Climate Advisory Committee of Making Waves Academy to order on Monday Jan 11, 2021 at 3:35 PM.

B. Record Attendance

C. Public Comment

No public comment was made.

II. Culture and Climate Advisory Committee

A. Goals and Metrics

Committee discussed the initial ideas for goals and metrics related to culture and climate.

B. Staff Survey

Committee reviewed and discussed draft questions and timeline for the new staff satisfaction survey.

C. Data Sources and Future Meetings

Committee agreed to meet two times per year, once in the winter and once in the summer. The staff assigned to the committee will provide a list of data sources that will be monitored throughout the year.

III. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 5:06 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Independent Contractor Agreement (Charter Writing)

Section: IV. Action Items
Item: E. Independent Contractor Agreement (Charter Writing)
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material:
011021 Independent Contractors Charter Renewal Agreement (C Wesley-CMWA) - unsigned.pdf

BACKGROUND:

Caroline Wesley provides support to charter schools with writing and revising their charters. As we prepare to revise our charter for our 2022 renewal, her support and experience will be invaluable as we navigate the new legislature related to charter renewals. Her support will entail up to 80 hours of work to:

- review our current charter;
- identify sections that need to be revised;
- incorporate the revisions into the existing charter;
- prepare the charter renewal package for submission.

RECOMMENDATION:

We recommend that the board reviews and approves this agreement not to exceed \$9,600.

**INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN CHARTER OF MAKING WAVES ACADEMY AND
CAROLINE E. NEUHAUS WESLEY OF SAPHIRA EDUCATION ASSOCIATES LLC**

This Agreement is made between Charter of Making Waves Academy (“MWA”, “Client”), a California charter school, with its principal place of business at 4123 Lakeside Dr., Richmond, CA 94806 and Caroline E. Neuhaus Wesley (“Independent Contractor”) of Saphira Education Associates, LLC, with her principal place of business at P.O. Box 952, (26800 Riverview Rd.), Virginia City, NV 89440.

RECITALS

1. Independent Contractor is primarily engaged in the business of writing the MWA Charter Renewal Petition; revising the document as recommended by the Client and by the attorneys Young, Minney & Corr (the Business).
2. Independent Contractor has knowledge and experience in particular aspects of the Business.
3. Client desires to retain Independent Contractor to perform services detailed in Exhibit “A” on the Client’s behalf and Independent Contractor is willing to perform such services. The parties understand and agree that this Agreement is not intended to create an employment relationship between them; rather, their relationship is that of principal and Independent Contractor.

It is the desire of the Client to engage the services of Independent Contractor to serve the Client. Such services and the relationship between the Client and Independent Contractor shall be governed according to the following terms and conditions:

SECTION 1. SERVICES TO BE PERFORMED. At the request of Client, Independent Contractor shall provide consulting services in accordance with the Description of Services attached hereto as Exhibit “A”. Independent Contractor shall also provide such other advice, research or other typical consulting services to Client in furtherance or in relation to the services in Exhibit “A”. Independent Contractor agrees to perform the services detailed in Exhibit A on MWA’s behalf. Said services may be amended from time-to-time at MWA’s sole discretion.

SECTION 2. PAYMENT. In consideration for the services to be performed by Independent Contractor, MWA agrees to pay Independent Contractor at the rate of \$120.00 per hour for the term of this Agreement not to exceed 80 hours. Notwithstanding the foregoing, Independent Contractor and MWA shall discuss the scope of the project and shall be considered as pre-approval. Any deviation of more than ten percent (10%) over said estimate shall also require pre-approval to be eligible for payment. Because certain projects require prompt attention, Client or Client's designee shall provide the soonest response.

Independent Contractor shall render an invoice to MWA bi-weekly as of the weeks covering hours worked on behalf of MWA, including the date performed and a description of the service provided. Said invoice shall be delivered to MWA within three (3) days following the period being reported on. MWA shall pay Independent Contractor upon receipt of each invoice. Overdue invoice payments will incur a 1.5% per month late charge.

SECTION 3. EXPENSES. Independent Contractor shall be responsible for all expenses incurred while performing services under this Agreement. However, MWA shall reimburse Independent Contractor for all reasonable and pre-approved out-of-pocket expenses necessarily incurred in connection with the performance of services under this Agreement, including but not limited to courier services, photocopying, computer research, travel expenses, mileage, parking, and other expenses. Independent Contractor shall submit a detailed invoice to Client reflecting the services performed and expenses incurred. MWA shall pay Independent Contractor upon receipt of each statement.

SECTION 4. MATERIALS. Independent Contractor will furnish all materials, equipment and supplies used to provide the services required by this Agreement.

SECTION 5. INTELLECTUAL PROPERTY OWNERSHIP. Independent Contractor assigns to MWA all patent, copyright and trade secret rights in anything created or developed by Independent Contractor for MWA under this Agreement. This assignment is conditioned upon full payment of the compensation due Independent Contractor under this Agreement. Independent Contractor shall help prepare any documents MWA considers necessary to secure any copyright, patent, or other intellectual property rights at no charge to MWA. However, MWA shall reimburse Independent Contractor for all reasonable actual expenses necessary to carry out the terms of this Section.

SECTION 6. TERM OF AGREEMENT. This agreement will become effective January 10, 2021 and will continue until either party terminates the Agreement, until the cap of 80 hours is met or until January 10, 2022, whichever comes first.

SECTION 7. TERMINATING THE AGREEMENT. During the term of this Agreement, either party may terminate the Agreement without cause at any time by providing ten (10) days advance written notice to the other party.

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; (e) revocation or nonrenewal of the MWA charter; or (f) upon the default of either party under this Agreement, the other party may terminate this Agreement by giving the defaulting party at least ten

(10) days notice of default. In giving notice under 7(f), the non-defaulting party must clearly identify the alleged default and provide the opportunity to cure the default; failure to cure the default by the last day of such notice period will result in automatic termination of this Agreement without further notice.

SECTION 8. INDEPENDENT CONTRACTOR STATUS. Independent Contractor is an Independent Contractor, not an employee of MWA. Independent Contractor's employees or subcontractors are not MWA's employees. Independent Contractor and MWA agree to the following rights consistent with an independent contractor relationship:

- (a) Independent Contractor has the right to perform services for others during the term of this Agreement.
- (b) Independent Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed to the extent the provision of Independent Contractor's services are consistent with the responsibilities set forth herein in Exhibit A as dictated by the Client or designee.
- (c) Independent Contractor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
- (d) Independent Contractor or Independent Contractor's employees or subcontractors shall perform the services required by this Agreement; MWA shall not hire, supervise or pay any assistants to help Independent Contractor.
- (e) Neither Independent Contractor nor Independent Contractor's employees or subcontractors shall receive any training from MWA in the skills necessary to perform the services required by this Agreement.
- (f) MWA shall not require Independent Contractor or Independent Contractor's employees or subcontractors to devote full time to performing the services required by this Agreement.
- (g) Neither Independent Contractor nor Independent Contractor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of MWA.

SECTION 9. WORKERS' COMPENSATION. MWA shall not obtain workers' compensation insurance on behalf of Independent Contractor or Independent Contractor's employees. If Independent Contractor hires employees to perform any work under this Agreement, Independent Contractor will obtain workers' compensation insurance for those employees to the extent required by law.

SECTION 10. LOCAL, STATE AND FEDERAL TAXES. Independent Contractor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this Agreement. MWA will not:

- (a) Withhold FICA from Independent Contractor's payments or make FICA payments on Independent Contractor's behalf;
- (b) Make state or federal unemployment compensation contributions on Independent Contractor's behalf, or
- (c) Withhold state or federal income tax from Independent Contractor's payments.

If Independent Contractor is required to pay any federal, state or local sales, use, property, or value added taxes based on the services provided under this Agreement, the taxes shall be separately billed to MWA. Independent Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by MWA.

SECTION 11. CONFIDENTIALITY. Independent Contractor acknowledges that during the engagement it will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by MWA and/or used by MWA in connection with the operation of its business including, without limitation, MWA's business and product processes, methods, pupil/personnel record information, accounts and procedures.

Client hereby acknowledges that all items containing or disclosing information and data relating to the business of Independent Contractor are the exclusive property of Independent Contractor, whether developed or made by Client or by any other person. Similarly, Independent Contractor hereby acknowledges that all items containing or disclosing information and data relating to the business of Client are the exclusive property of Client, whether developed or made by Independent Contractor or by any other person. Such items, include, for example, materials, configurations, systems, proposals, methods, processes, manuals, letters, notes, notebooks, reports, sketches, formulas, memoranda, records, files, computer programs, machine designs, technical data, stockholder, employee, supplier, and client/customer lists, information related to business strategies, and financial, marketing and commercial information relating to either party, inventions, technology costs, profits, markets, sales information or the like. Independent Contractor and Client each agree that such items, copies, or reproductions thereof, shall not be delivered or disclosed by either of them to any other person, company, or organization except in the proper performance of that party's responsibilities under this Agreement. Upon request by the other party, each party agrees that it shall promptly deliver to the other all such items, copies, or reproductions thereof, together with any other property of the other party which it has in its custody or control, except such items as the other party shall, by written permission, allow it to retain. This obligation to maintain confidentiality shall survive the termination of this Agreement.

Independent Contractor agrees to comply with the Gramm-Leach-Bliley Act (GLBA) to protect the security and confidentiality of Client and Client's customers. Independent Contractor agrees not to disclose or use at any time prior to, during or following the term of this Agreement, any non-public personal information provided by Client as that term is defined in the Gramm-Leach-Bliley Act (Public Law 106-102, 15 U.S.C. § 6801 et seq.), other than to carry out the purposes for which Client disclosed such information. Independent Contractor and Client agree to maintain appropriate information security measures that meet the security and confidentiality objectives required by the Gramm-Leach-Bliley Act and regulations adopted thereunder. Independent Contractor further agrees that it will take appropriate actions to address incidents of

unauthorized access to any non-public personal information provided by Client as that term is defined by Gramm-Leach-Bliley act, including notification to the Client as soon as possible of any such incident.

SECTION 12. EXCLUSIVE AGREEMENT. This is the entire Agreement between Independent Contractor and MWA. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.

SECTION 13. MODIFYING THE AGREEMENT. This Agreement may be supplemented, amended, or modified only by the mutual agreement of all parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by all parties.

SECTION 14. DISPUTE RESOLUTION. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Los Angeles County. Any costs and fees other than attorneys' fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Los Angeles County. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorneys' fees, will be allocated by the arbitrator.

SECTION 15. LIMITED LIABILITY. This provision allocates the risks under this Agreement between Independent Contractor and MWA. Independent Contractor's pricing reflects the allocation of risk and limitation of liability specified below. However, Independent Contractor shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Independent Contractor or Independent Contractor's employees or agents while on MWA's premises to the extent such actions or omissions were not caused by MWA. **NO 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.**

SECTION 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 via electronic mail at the last address 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 Independent Contractor:
Caroline E. Neuhaus Wesley, Ed.D.
Saphira Education Associates, LLC.
P.O. Box #952
Virginia City, NV 89440

cnwesley@saphiraeducation.com

If to Charter of Making Waves Academy:
Alton B. Nelson Jr.
Making Waves Academy
4123 Lakeside Dr.
Richmond, CA 94806

ceo@mwacademy.org

SECTION 17. NO PARTNERSHIP. This Agreement does not create a partnership relationship. No party has authority to enter into contracts on the other's behalf.

SECTION 18. INTERPRETATION AND OPPORTUNITY FOR COUNSEL. In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

SECTION 19. APPLICABLE LAW. This Agreement will be governed by the laws of the State of California.

SECTION 20. REPRESENTATIONS AND LIMITATIONS. Independent Contractor represents that she and her subcontractors or Independent Contractor it hires have the qualifications and ability to perform the services under this Agreement in a professional manner, without the training, advice, control or supervision of the Client. Client acknowledges that Independent Contractor has not made any promise or guarantee about the outcome of any project or services to include approval, and nothing in this Agreement shall be construed as such a promise or guarantee. Independent Contractor disclaims all other representations and warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for any particular purpose. Client acknowledges that it is fully responsible for submitting the scope of work meeting requirements and identified expectations. Independent Contractor does not warrant the work performed by Client or by any third-party Contractor, or that all errors or defects have been or will be eliminated from systems, or that the operation of any systems will be error-free.

SECTION 21. WAIVER, MODIFICATION OR CANCELLATION: There are no other valid agreements between the parties regarding the subject of services to be performed by Independent Contractor, and this Agreement supersedes any and all other negotiations, understandings and agreements between the parties as to the rendering of any services by Independent Contractor for Client in any capacity. Any waiver, alteration or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the parties.

SECTION 22. ENFORCEABILITY: In the event that any provision of this Agreement shall be held to be void, voidable or unenforceable, the remaining portions shall remain in full force and effect. Any party may waive or excuse the failure of the other party to perform any provision of this Agreement, provided, however, that any such waiver shall not preclude the enforcement of this Agreement upon subsequent breach, whether or not similar in character to any waived breach.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor's Agreement on the date and year first above written.

SIGNATURES

ON BEHALF OF MWA:

Alton B. Nelson, Jr., Ed.M.

Title: CEO

Date: _____

**ON BEHALF OF INDEPENDENT CONTRACTOR
FOR SAPHIRA EDUCATION ASSOCIATES
LLC:**



Caroline E. Neuhaus Wesley, Ed.D.

Title: Founder/President

Date: 1/10/2021

Exhibit A

SCOPE OF SERVICES

List of services to be performed by Independent Contractor with full support of MWA and the Charter School's Chief Financial Officer as directed by MWA:

1. Write Charter Renewal Petition for submission to the Contra Costa County Board of Education (CCCBOE) according to the CCCBOE Charter Renewal Petition Forms and Rubrics at the time of submission to CCCBOE in September of 2021.
2. The work on the Charter Renewal Petition will begin upon execution of the contract and will need to be revised once CCCBOE revises the Charter Renewal Protocol to align to AB 1505.
3. Collaborate with the MWA team and the team lead, Evangelia Ward-Jackson, Senior School Director, to complete the Charter Renewal Petition.
4. Make any revisions to the Charter Renewal Petition as recommended by the attorneys, Young, Minney & Corr and Client.
5. Respond to requests as requested by Client or designee to include additional documents, support or guidance needed for the submission of the Charter Renewal Petition.

Coversheet

2019-20 Audit Report

Section: IV. Action Items
Item: F. 2019-20 Audit Report
Purpose: Vote
Submitted by: Wallace Wei
Related Material: MakingWavesAcademyGovLtr20.pdf
MakingWavesAcademyRpt20.pdf

BACKGROUND:

The 2019-20 audit was completed on time without findings or adjustments. We received a clean audit report and there are no issues in the management letter.

RECOMMENDATION:

Review and approve the 2019-20 Audit Report.



CliftonLarsonAllen LLP
CLAconnect.com

Board of Directors
Making Waves Academy
Richmond, California

We have audited the financial statements of Making Waves Academy as of and for the year ended June 30, 2020, and have issued our report thereon dated November 30, 2020. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and *Government Auditing Standards, and the 2019-20 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, published by the Education Appeals Panel*, as well as certain information related to the planned scope and timing of our audit. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Making Waves Academy are described in Note 1 to the financial statements.

As described in Note 1, the Organization changed accounting policies related to the change in accounting principle by adopting Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)* and FASB ASU No. 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, for the year ended June 30, 2020.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There were no accounting estimates affecting the financial statements which were particularly sensitive or required substantial judgments by management.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. There were no particularly sensitive financial statement disclosures.

The financial statement disclosures are neutral, consistent, and clear.

Board of Directors
Making Waves Academy
Page 2

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

Management did not identify and we did not notify them of any financial statement misstatements detected as a result of audit procedures.

Disagreements with management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated November 30, 2020.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the entity's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Other information in documents containing audited financial statements

With respect to the schedule of expenditures of federal awards (SEFA) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the SEFA to determine that the SEFA complies with the requirements of the Uniform Guidance, the method of preparing it has not changed from the prior period or the reasons for such changes, and the SEFA is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the SEFA to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated November 30, 2020.

Board of Directors
Making Waves Academy
Page 3

With respect to the Local Education Agency Organization Structure, Schedule of Instructional Time, Schedule of Average Daily Attendance, and Reconciliation of Annual Financial Report with Audited Financial Statements (collectively, the supplementary information) accompanying the financial statements, on which we were engaged to report in relation to the financial statements as a whole, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period or the reasons for such changes, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves. We have issued our report thereon dated November 30, 2020.

Our auditors' opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a document you prepare, such as an annual report, should be done only with our prior approval and review of the document.

* * *

Recent accounting standards

Our promise is to get to know you and help you. For your consideration, we provided recent accounting standards applicable to your entity.

Leases –

- Effective for fiscal years beginning after December 15, 2018 for public entities and December 15, 2021 for nonpublic entities. For your entity – June 30, 2023's financial statements.
- Requires lessees to recognize the assets and liabilities arising from all leases on the statement of financial position.
- A lessee should recognize the liability to make lease payments (the lease liability) and a right-of-use asset representing its right to use the underlying asset for the lease term.
- Continued differentiation between finance and operating leases.

* * *

This communication is intended solely for the information and use of the Board of Directors and management of Making Waves Academy and is not intended to be, and should not be, used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Glendora, California
November 30, 2020

**MAKING WAVES ACADEMY
CHARTER SCHOOL NUMBER: 0868**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED JUNE 30, 2020



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CONSULTING**

**MAKING WAVES ACADEMY
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INDEPENDENT AUDITORS' REPORT

Board of Directors
Making Waves Academy
Richmond, California

Report on the Financial Statements

We have audited the accompanying financial statements of Making Waves Academy (the School), a California nonprofit public benefit corporation, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
Making Waves Academy

Opinion

In our opinion, the financial statements referred to on page 1 present fairly, in all material respects, the financial position of the School as of June 30, 2020, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the School's financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The accompanying supplementary schedules as identified in the table of contents are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated November 30, 2020 on our consideration of the School's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness on the School's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Glendora, California
November 30, 2020

**MAKING WAVES ACADEMY
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2020**

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 3,112,297
Accounts Receivable - Federal and State	2,310,718
Accounts Receivable - Other	62,177
Prepaid Expenses and Other Assets	289,812
Total Current Assets	5,775,004

LONG-TERM ASSETS

Property, Plant, and Equipment, Net	324,096
Total Assets	\$ 6,099,100

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts Payable and Accrued Liabilities	\$ 1,362,249
Notes Payable, Current Portion	2,474,435
Total Current Liabilities	3,836,684

NET ASSETS

Without Donor Restrictions	2,262,416
Total Liabilities and Net Assets	\$ 6,099,100

See accompanying Notes to Financial Statements.

**MAKING WAVES ACADEMY
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2020**

	Total
REVENUES, WITHOUT DONOR RESTRICTIONS	
State Revenue:	
Principal Apportionment	\$ 7,701,844
Other State Revenue	2,381,339
Federal Revenue:	
Grants and Entitlements	847,904
Local Revenue:	
In-Lieu Property Tax Revenue	2,845,888
Contributions	9,243,962
In-Kind Contributions	2,860
Investment Income	3,316
Other Revenue	9,546
Total Revenues	23,036,659
 EXPENSES	
Program Services	21,917,521
Management and General	2,484,556
Total Expenses	24,402,077
 CHANGE IN NET ASSETS	(1,365,418)
 Net Assets Without Donor Restrictions, Beginning of Year	3,627,834
 NET ASSETS WITHOUT DONOR RESTRICTIONS, END OF YEAR	\$ 2,262,416

See accompanying Notes to Financial Statements.

**MAKING WAVES ACADEMY
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2020**

CASH FLOWS FROM OPERATING ACTIVITIES

Change in Net Assets	\$ (1,365,418)
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:	
Depreciation	21,870
Change in Operating Assets:	
Accounts Receivable - Federal and State	(623,212)
Accounts Receivable - Other	(57,325)
Prepaid Expenses and Other Assets	(45,261)
Change in Operating Liabilities:	
Accounts Payable and Accrued Liabilities	126,254
Net Cash Used in Operating Activities	(1,943,092)

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from Debt	2,474,435
Net Cash Provided by Financing Activities	2,474,435

NET CHANGE IN CASH AND CASH EQUIVALENTS

531,343

Cash and Cash Equivalents - Beginning of Year

2,580,954

CASH AND CASH EQUIVALENTS - END OF YEAR

\$ 3,112,297

See accompanying Notes to Financial Statements.

**MAKING WAVES ACADEMY
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2020**

	<u>Program Services</u>	<u>Management and General</u>	<u>Total Expenses</u>
Salaries and Wages	\$ 11,218,564	\$ 1,541,117	\$ 12,759,681
Pension and Retirement Plan	978,144	88,580	1,066,724
Other Employee Benefits	1,635,676	196,462	1,832,138
Payroll Taxes	446,410	75,709	522,119
Oversight Fees	105,938	-	105,938
Legal Expenses	83,887	11,439	95,326
Accounting Expenses	15,190	1,688	16,878
Other Fees for Services	2,249,225	167,417	2,416,642
Office Expenses	1,064,036	132,798	1,196,834
Information Technology Expenses	482,562	65,804	548,366
Occupancy Expenses	2,204,407	140,169	2,344,576
Advertising and Promotion	-	10,879	10,879
Travel Expenses	57,766	7,877	65,643
Conference and Meeting Expenses	138,323	18,862	157,185
Depreciation Expense	21,870	-	21,870
Insurance Expense	96,879	13,211	110,090
Instructional Materials	405,594	-	405,594
Student Transportation	477,473	-	477,473
Other Expenses	235,577	12,544	248,121
	<u>\$ 21,917,521</u>	<u>\$ 2,484,556</u>	<u>\$ 24,402,077</u>
Total			

See accompanying Notes to Financial Statements.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Activities

Making Waves Academy (the School) is a nonprofit public benefit corporation. The School was approved by the Contra Costa County Board of Education for a five-year charter and was approved as a public charter school by the State of California Department of Education on May 9, 2007 (charter #868). On February 15, 2017, the Contra Costa County Board of Education renewed the School's charter through June 30, 2022.

The School started in August 2007, and currently serves approximately 1,017 students in grades 5 through 12.

The charter may be revoked by the Contra Costa County Board of Education for material violations of the charter, failure to meet pupil outcomes identified in the charter, failure to meet generally accepted standards of fiscal management, or violation of any provision of the law.

Mission

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

Basis of Accounting

The financial statements have been prepared on the accrual method of accounting and accordingly reflect all significant receivables and liabilities.

Basis of Presentation

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures. Accordingly, actual results could differ from those estimates.

Functional Allocation of Expenses

Costs of providing the School's programs and other activities have been presented in the statement of functional expenses. During the year, such costs are accumulated into separate groupings as either direct or indirect. Indirect or shared costs are allocated among program and support services by a method that best measures the relative degree of benefit. The expenses that are allocated include salaries and wages, pension expense, other employee benefits, payroll taxes, other fees for services, office expenses, printing and postage, information technology, and other expenses, which are allocated on the basis of estimates of time and effort.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

The School defines its cash and cash equivalents to include only cash on hand, demand deposits, and liquid investments with original maturities of three months or less.

Net Asset Classes

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as restricted revenue when received and released from restrictions when the assets are placed in service. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Accounts Receivable

Accounts receivable – other represents amounts due from private persons, firms, or corporations based on contractual agreements or amounts billed but not received as of June 30, 2020. Accounts receivable – federal and state represents amounts due from federal and state governments as of June 30, 2020. Management believes that all receivables are fully collectible; therefore no provisions for uncollectible accounts were recorded.

Property, Plant, and Equipment

Property, plant, and equipment are stated at cost, if purchased, or at estimated fair value, if donated. Depreciation is provided on a straight-line basis over the estimated useful life of the asset. Useful lives range between 5 years for equipment to 39 years for certain leasehold improvements. The School capitalizes all expenditures for land, buildings, and equipment in excess of \$25,000.

Contributed Assets and Services

Contributions of donated noncash assets are recorded at fair value in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation, are recorded at fair value in the period received. Total contributed services was \$2,860 for psychologist and marketing services rendered during the year ended June 30, 2020.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Compensated Absences

Accumulated unpaid employee vacation benefits are recognized as a liability of the School. The current portion of the liability, if material, is recognized at year-end. The entire compensated absences liability is reported on the statement of financial position. Employees of the School are paid for days or hours worked based upon board-approved schedules which include vacation. Sick leave is accumulated without limit for each employee at the equivalent rate of two-thirds of a day for each full month of service. Sick leave with pay is provided when employees are absent for health reasons.

Revenue Recognition

Amounts received from the California Department of Education are conditional and recognized as revenue by the School based on the average daily attendance (ADA) of students. Revenue that is restricted is recorded as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the revenue is recognized. All other restricted revenues are reported as increases in net assets with donor restrictions.

Grants and contracts that are conditioned upon the performance of certain requirements or the incurrence of allowable qualifying expenses (barriers) are recognized as revenues in the period in which the conditions are met. Amounts received are recognized as revenue when the School has incurred expenditures in compliance with specific contract or grant provisions. As of June 30, 2020, all amounts have been expended and recognized as revenue.

Contributions

All contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are restricted to specific use or future periods are reported as contributions with donor restrictions. Restricted contributions that are received and released in the same period are reported as promises to give without donor restrictions. Unconditional promises to give expected to be received in one year or less are recorded at net realizable value. Unconditional promises to give expected to be received in more than one year are recorded at fair value at the date of the promise. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on September 1 and are payable in two installments on or before November 1 and February 1. Unsecured property taxes are not a lien against real property and are payable in one installment on or before August 31. The County bills and collects property taxes for all taxing agencies within the County and distributes these collections to the various agencies. The sponsor agency of the School is required by law to provide in lieu property tax payments on a monthly basis, from August through July. The amount paid per month is based upon an allocation per student, with a specific percentage to be paid each month.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income Taxes

The School is a nonprofit entity exempt from the payment of income taxes under Internal Revenue Code Section 501(c)(3) and California Revenue and Taxation Code Section 23701d. Accordingly, no provision has been made for income taxes. Management has determined that all income tax positions are more likely than not of being sustained upon potential audit or examination; therefore, no disclosures of uncertain income tax positions are required. The School is subject to income tax on net income that is derived from business activities that are unrelated to the exempt purposes. The School files an exempt School return and applicable unrelated business income tax return in the U.S. federal jurisdiction and with the California Franchise Tax Board.

Change in Accounting Principle

In May 2014, FASB issued Accounting Standards Update (ASU) 2014-09, Revenues from Contracts with Customers (Topic 606). The update establishes the core principle that an entity should recognize revenue to depict the transfer of promised goods or services to customers in the amount that reflects the consideration to which the entity expects to be entitled in exchange for those good or services. The School has early adopted the implementation of ASU 2014-09 under the full retrospective approach. There was no material impact on the School's financial position and results of operations upon adoption of the new standard.

In June 2018, FASB issued Accounting Standards Update (ASU) 2018-08, Not-for-Profit Entities (Topic 958) – Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made. The update clarifies and improves the scope and the accounting guidance for contributions received and contributions made. The amendments in this update should assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions), or as exchange (reciprocal transactions) and (2) determining whether a contribution is conditional. The School has implemented ASU 2018-08 under the modified prospective approach. There was no material impact on the Organization's financial position and results of operations upon adoption of the new standard.

Evaluation of Subsequent Events

The School has evaluated subsequent events through November 30, 2020, the date these financial statements were available to be issued.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 2 LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure are those without donor or other restrictions limiting their use within one year of the statement of financial position date. Financial assets available for general expenditures comprise cash and cash equivalents and accounts receivable for the total amount of \$5,485,192.

As part of its liquidity management plan, the School monitors liquidity required and cash flows to meet operating needs on a monthly basis. The School structures its financial assets to be available as general expenditures, liabilities and other obligations come due.

NOTE 3 CONCENTRATION OF CREDIT RISK

The School maintains cash balances held in banks which are insured up to \$250,000 by the Federal Depository Insurance Corporation (FDIC). At times, cash in these accounts exceeds the insured amounts. The School has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on its cash and cash equivalents.

During the year ended June 30, 2020, approximately 33% of the School's total revenue was derived from one major donor. There was no related accounts receivable balance as of June 30, 2020.

NOTE 4 PROPERTY, PLANT, AND EQUIPMENT

The School's property, plant, and equipment consisted of the following as of June 30, 2020:

Leasehold Improvements	\$ 435,813
Equipment, Furniture and Fixtures	83,860
Vehicles	22,400
Total	542,073
Less: Accumulated Amortization	(217,977)
Total Property, Plant, and Equipment	\$ 324,096

Depreciation expense for the year ended June 30, 2020 was \$21,870.

NOTE 5 NOTES PAYABLE

In April 2020 the School obtained a Small Business Administration (SBA) Paycheck Protection Program loan from a local financial institution in the amount of \$2,474,435. The loan carries an interest rate of 1%. The School paid the loan in full in July 2020.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 6 EMPLOYEE RETIREMENT

Multi-Employer Defined Benefit Pension Plans

Qualified employees are covered under multi-employer defined benefit pension plans maintained by agencies of the state of California.

The risks of participating in these multi-employer defined benefit pension plans are different from single-employer plans because: (a) assets contributed to the multi-employer plan by one employer may be used to provide benefits to employees of other participating employers, (b) the required member, employer, and state contribution rates are set by the California Legislature, and (c) if the School chooses to stop participating in the multi-employer plan, it may be required to pay a withdrawal liability to the plan. The School has no plans to withdraw from these multi-employer plans.

State Teachers' Retirement System (STRS)

Plan Description

The School contributes to the State Teachers' Retirement System (STRS), a cost-sharing multi-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement, disability and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. According to the most recently available Comprehensive Annual Financial Report and Actuarial Valuation Report for the year ended June 30, 2019, total STRS plan net assets are \$273 billion, the total actuarial present value of accumulated plan benefits is \$392 billion, contributions from all employers totaled \$5.6 billion, and the plan is 66% funded. The School did not contribute more than 5% of the total contributions to the plan.

Copies of the STRS annual financial reports may be obtained from STRS, 7667 Folsom Boulevard, Sacramento, CA 95826 and www.calstrs.com.

Funding Policy

Active plan members hired before January 1, 2013 are required to contribute 10.25% of their salary and those hired after are required to contribute 10.205% of their salary. The School is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. Under the 2014 funding plan, employer contributions on compensation creditable to the program increase to 16.15% in 2020–21. The required employer contribution rate for year ended June 30, 2020 was 17.10% of annual payroll. The contribution requirements of the plan members are established and may be amended by State statute.

<u>Year Ending June 30,</u>	<u>Required Contribution</u>	<u>Percent Contributed</u>
2018	\$ 673,771	100%
2019	842,843	100%
2020	958,196	100%

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 6 EMPLOYEE RETIREMENT (CONTINUED)

Defined Contribution 403(b) Retirement Plan

The School offers an Internal Revenue Code Section 403(b) Retirement Plan to each of its qualifying employees. Employees may contribute their own amounts to the plan at any time. The employer will match non-instructional staff contributions on the following schedule: after 6 months of service 3%; after 3 years of service 4%; after 5 years of service 5% and after 10 years of service 6%. Employees are fully vested at the time contributions are made. The amount of employer contributions used to purchase annuity contracts for the year ended June 30, 2020 was \$108,528.

NOTE 7 OPERATING LEASES

The School leases its facilities from a related party (see Note 8) under a lease agreement expiring in June 2020, which was renewed through June 2021. Lease expense under these agreements for the year ended June 30, 2020 was \$1,503,543.

Future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2021	<u>\$ 1,685,748</u>

NOTE 8 RELATED PARTY TRANSACTIONS

The School has a related party nonprofit organization named Making Waves Foundation, Inc. (MWF). The School leases facility from MWF (see Note 7).

NOTE 9 JOINT POWERS AGREEMENT

The School entered into a Joint Powers Agreement (JPA) known as the California Charter School Association Joint Powers Authority (CCSA-JPA): a self-insurance plan for workers' compensation, property/casualty, and school board liability insurance. The CCSA-JPA is governed by a board of five members, two of which represent member organizations. The board controls the operation of the CCSAJPA including selection of management and approval of operating budgets independent of any influence by the member organizations beyond their representation on the board. Each member organization pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionate to their participation in the CCSA-JPA. The CCSA-JPA is a 501(c) agency trust, which is audited by an independent accounting firm.

**MAKING WAVES ACADEMY
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2020**

NOTE 10 CONDITIONAL PROMISE TO GIVE

The School has a conditional promise to give from the Phoebe Snow Foundation, Inc. which has legally and irrevocably committed \$25 million for the purpose of supplementing the School's operating and capital needs to the extent where these funds cannot be raised elsewhere. This commitment is for five years of the School's operations beginning with the 2018 fiscal year. The School did not receive or record any amounts under this conditional promise to give at June 30, 2020.

NOTE 11 CONTINGENCIES, RISKS AND UNCERTAINTIES

The School has received state and federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate disallowances under terms of the grants, it is believed that any required reimbursement would not be material.

The School is currently performing an internal audit of the STRS contributions for related expenses for the fiscal year ended June 30, 2016 through 2020. As a result, the School is in negotiations with the California State Teachers' Retirement System governing body on the assessment for late defined benefits and its related penalties and interest. As of the date of this report, the disputed amount ranges from \$400,000 to \$500,000, but is not accrued at June 30, 2020, due to the uncertainty of the fiscal impact.

During the fiscal year, the World Health Organization declared the spread of Coronavirus Disease (COVID-19) a worldwide pandemic. Subsequent to year-end, the COVID-19 pandemic continues to have significant effects on global markets, supply chains, businesses, and communities. Specific to the School, COVID-19 may impact various parts of its 2021 operations and financial results, including, but not limited to, loss of revenues, additional bad debts, costs for increased use of technology, or potential shortages of personnel. Management believes the School is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events are still developing.

NOTE 12 SUBSEQUENT EVENT

In July 2020, the School paid the full principal amount of \$2,474,435, and interest of \$6,130, related to the Paycheck Protection Program loan from the local financial institution.

SUPPLEMENTARY INFORMATION

**MAKING WAVES ACADEMY
LOCAL EDUCATION AGENCY ORGANIZATION STRUCTURE
YEAR ENDED JUNE 30, 2020**

Making Waves Academy (the School) was approved by the Contra Costa County Board of Education for a five-year charter and was approved as a public charter school by the State of California Department of Education on May 9, 2007 (charter #868). On February 15, 2017, the Contra Costa County Board of Education renewed the School's charter through June 30, 2022.

The Board of Directors and the Administrator as of the year ended June 30, 2020 were as follows:

BOARD OF DIRECTORS

<u>Member</u>	<u>Office</u>	<u>Term Expires (3 year term)</u>
Alicia Klein	President	December 31, 2021
Daryle Morgan	Director	December 31, 2022
Esther Hugo	Director	December 31, 2021
Maricela Navarro	Director	December 31, 2021
Layla Narajon	Director	December 31, 2021
Burak Gursel	Director	December 31, 2020
Jessica Wind	Director	December 31, 2020
Margaret Watson	Director	December 31, 2020

ADMINISTRATOR

Alton B. Nelson, Jr.	Chief Executive Officer
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**MAKING WAVES ACADEMY
SCHEDULE OF INSTRUCTIONAL TIME
YEAR ENDED JUNE 30, 2020**

	Instructional Minutes		Credited Minutes	Total Actual Plus
	Requirement	Actual	COVID-19 School Closure Certification	Credited Minutes
Grade 5	54,000	45,160	21,300	66,460
Grade 6	54,000	45,160	21,300	66,460
Grade 7	54,000	45,160	21,300	66,460
Grade 8	54,000	45,160	21,300	66,460
Grade 9	64,800	44,855	21,255	66,110
Grade 10	64,800	44,855	21,255	66,110
Grade 11	64,800	44,855	21,255	66,110
Grade 12	64,800	44,855	21,255	66,110

	Traditional	Credited Days	Total Actual Plus	Status
	Calendar Days	COVID-19 School Closure Certification	Credited Days	
Grade 5	121	57	178	In compliance
Grade 6	121	57	178	In compliance
Grade 7	121	57	178	In compliance
Grade 8	121	57	178	In compliance
Grade 9	121	57	178	In compliance
Grade 10	121	57	178	In compliance
Grade 11	121	57	178	In compliance
Grade 12	121	57	178	In compliance

See accompanying Notes to Supplementary Information

**MAKING WAVES ACADEMY
SCHEDULE OF AVERAGE DAILY ATTENDANCE
YEAR ENDED JUNE 30, 2020**

	Second Period Report		Annual Report	
	Classroom	Total	Classroom	Total
	Based		Based	
Grades 5-6	323.23	323.23	323.23	323.23
Grades 7-8	270.22	270.22	270.22	270.22
Grades 9-12	389.08	389.08	389.08	389.08
ADA Totals	982.53	982.53	982.53	982.53

See accompanying Notes to Supplementary Information

**MAKING WAVES ACADEMY
RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH
AUDITED FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2020**

There were no reclassifications or adjustments for the year ended June 30, 2020.

See accompanying Notes to Supplementary Information

**MAKING WAVES ACADEMY
WCCUSD MEASURE G PARCEL TAX REVENUE AND EXPENSES
YEAR ENDED JUNE 30, 2020**

The Measure “G” was authorized by an election of the registered voters of West Contra Costa Unified School District (WCCUSD). Measure “G” was approved to protect core academics reading, writing, math, and science, attract and retain qualified teachers, prepare students for college and workforce, provide smaller class sizes for the youngest children, provide classroom computers and technology, improve safety on and around campuses, support after-school programs to keep kids away from gangs and drugs, support science laboratories, materials and activities, and support libraries for WCCUSD and its sponsored charter schools by collecting taxes of 7.2 cents per square foot of total building area on each parcel of taxable real property with the District or a tax of \$7.00 per unimproved parcel of taxable real property.

	Year Ended		
	June 30, 2018	June 30, 2019	June 30, 2020
REVENUES			
Program Revenue	\$ 110,185	\$ 193,208	\$ 275,348
EXPENSES			
Salaries and Wages	88,831	172,911	227,202
Other Employee Benefits	21,354	20,297	48,146
Information Technology Supplies	-	-	-
Total Expenses	<u>110,185</u>	<u>193,208</u>	<u>275,348</u>
EXCESS OF REVENUE OVER EXPENSES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

The charter school spent these funds on salaries, wages, and other employee benefits to improve safety on and around campus.

See accompanying Notes to Supplementary Information

**MAKING WAVES ACADEMY
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
YEAR ENDED JUNE 30, 2020**

Federal Grantor/Pass-Through Grantor Program or Cluster Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Total
U.S. Department of Education			
Pass-Through Program From California Department of Education:			
Every Student Succeeds Act Title I, Part A, Basic Grants:			
Low-Income and Neglected	84.010	03797	\$ 299,114
Title II, Part A, Teacher Quality	84.367	14341	43,573
Title III, Limited English Proficiency	84.365	10084	23,920
Title IV, Student Support	84.424	N/A	<u>22,313</u>
			388,920
Special Education Cluster: Special Education - IDEA	84.027	13379	<u>125,101</u>
Total Special Education Cluster			<u>125,101</u>
<i>Total U.S Department of Education</i>			514,021
U.S. Department of Agriculture			
Pass-Through Program From California Department of Education:			
Child Nutrition Cluster:			
School Breakfast Program Especially Needy Breakfast	10.553	13526	53,220
National School Lunch Program	10.555	13396	258,298
Meal Supplements	10.555	13396	<u>22,365</u>
Child Nutrition Cluster Subtotal			<u>333,883</u>
<i>Total U.S Department of Agriculture</i>			333,883
Total Federal Expenditures			<u>\$ 847,904</u>

N/A - Pass-through entity number not readily available or not applicable.

See accompanying Notes to Supplementary Information

**MAKING WAVES ACADEMY
NOTES TO SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2020**

PURPOSE OF SCHEDULES

NOTE 1 SCHEDULE OF INSTRUCTIONAL TIME

This schedule presents information on the amount of instructional time offered by the School and whether the School complied with the provisions of California Education Code.

NOTE 2 SCHEDULE OF AVERAGE DAILY ATTENDANCE

Average daily attendance is a measurement of the number of pupils attending classes of the School. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of state funds are made to charter schools. This schedule provides information regarding the attendance of students at various grade levels.

NOTE 3 RECONCILIATION OF ANNUAL FINANCIAL REPORT WITH AUDITED FINANCIAL STATEMENTS

This schedule provides the information necessary to reconcile the net assets of the charter schools as reported on the Annual Financial Report form to the audited financial statements.

NOTE 4 WCCUSD MEASURE G PARCEL TAX REVENUE AND EXPENSES

This schedule provides the revenues and expenditures for Measure G Parcel Tax for the past three years.

NOTE 5 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the School under programs of the federal governmental for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein, certain types of expenditures are not allowable or are limited as to reimbursement. Because the Schedule presents only a selected portion of operations of the School, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the School

NOTE 6 INDIRECT COST RATE

The School has elected not to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance



CliftonLarsonAllen LLP
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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Board of Directors
Making Waves Academy
Richmond, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Making Waves Academy (the School), a nonprofit California public benefit corporation, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities, cash flows, and functional expenses for the year then ended, the related notes to the financial statements, and have issued our report thereon dated November 30, 2020.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the School's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School's internal control. Accordingly, we do not express an opinion on the effectiveness of the School's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
Making Waves Academy

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the School's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the School's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the School's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Glendora, California
November 30, 2020



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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM, AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDE

Board of Directors
Making Waves Academy
Richmond, California

Report on Compliance for Each Major Federal Program

We have audited the compliance of Making Waves Academy (the School) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020. The School's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and terms and conditions of federal awards applicable to its federal program.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the School's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the School's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the School's compliance.

Opinion on Each Major Federal Program

In our opinion, the School complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2020.

Board of Directors
Making Waves Academy

Report on Internal Control Over Compliance

Management of the School is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the School's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance, for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the School's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies in internal control over compliance such that there is a reasonable possibility, that material noncompliance with a type of compliance requirement of a federal program will not be prevented or detected and corrected on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Glendora, California
November 30, 2020



CliftonLarsonAllen LLP
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INDEPENDENT AUDITORS' REPORT ON STATE COMPLIANCE

Board of Directors
 Making Waves Academy
 Richmond, California

We have audited Making Waves Academy's (the School) compliance with the types of compliance requirements described in the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel for the year ended June 30, 2020. The School's state compliance requirements are identified in the table below.

Management's Responsibility

Management is responsible for the compliance with the state laws and regulations as identified below.

Auditor's Responsibility

Our responsibility is to express an opinion on the School's compliance based on our audit of the types of compliance requirements referred to below. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the specific areas listed below has occurred. An audit includes examining, on a test basis, evidence about the School's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on state compliance. Our audit does not provide a legal determination of the School's compliance.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the School's compliance with the laws and regulations applicable to the following items:

<u>Description</u>	<u>Procedures Performed</u>
School Districts, County Offices of Education, and Charter Schools:	
California Clean Energy Jobs Act	Not applicable
After School Education and Safety Program	Yes
Proper Expenditure of Education Protection Account Funds	Yes

Board of Directors
Making Waves Academy

<u>Description</u>	<u>Procedures Performed</u>
Unduplicated Local Control Funding Formula Pupil Counts	Yes
Local Control and Accountability Plan	Yes
Independent Study-Course Based	Not applicable
Charter Schools:	
Attendance	Yes
Mode of Instruction	Yes
Nonclassroom-based instructional/independent study	Not applicable
Determination of funding for nonclassroom-based instruction	Not applicable
Annual instructional minutes – classroom based	Yes
Charter School Facility Grant Program	Yes

Opinion on State Compliance

In our opinion, the School complied with the laws and regulations of the state programs referred to above in all material respects for the year ended June 30, 2020.

Purpose of this Report

The purpose of this report on state compliance is solely to describe the results of testing based on the requirements of the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, published by the Education Audit Appeals Panel. Accordingly, this report is not suitable for any other purpose.



CliftonLarsonAllen LLP

Glendora, California
November 30, 2020

**MAKING WAVES ACADEMY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2020**

Section I – Summary of Auditors’ Results

Financial Statements

- 1. Type of auditors’ report issued: Unmodified

- 2. Internal control over financial reporting:
 - Material weakness(es) identified? _____ yes x no
 - Significant deficiency(ies) identified? _____ yes x none reported

- 3. Noncompliance material to financial statements noted? _____ yes x no

Federal Awards

- 1. Internal control over major federal programs:
 - Material weakness(es) identified? _____ yes x no
 - Significant deficiency(ies) identified? _____ yes x none reported

- 2. Type of auditors’ report issued on compliance for major federal programs: Unmodified

- 3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes x no

Identification of Major Federal Programs

CFDA Number(s)

84.010
10.CNC

Name of Federal Program or Cluster

Title I, Part A
Child Nutrition Cluster

Dollar threshold used to distinguish between Type A and Type B programs:

\$ 750,000

Auditee qualified as low-risk auditee?

_____ yes x no

**MAKING WAVES ACADEMY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2020**

All audit findings must be identified as one or more of the following categories:

<u>Five Digit Code</u>	<u>Finding Types</u>
10000	Attendance
20000	Inventory of Equipment
30000	Internal Control
40000	State Compliance
42000	Charter School Facilities Program
43000	Apprenticeship: Related and Supplemental Instruction
50000	Federal Compliance
60000	Miscellaneous
61000	Classroom Teacher Salaries
62000	Local Control Accountability Plan
70000	Instructional Materials
71000	Teacher Misassignments
72000	School Accountability Report Card

There were no findings and questioned costs related to the basic financial statements, federal awards, or state awards for June 30, 2020.

**MAKING WAVES ACADEMY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
YEAR ENDED JUNE 30, 2020**

There were no findings and questioned costs related to the basic financial statements or state awards for June 30, 2019.

Coversheet

Vendor Invoices

Section: IV. Action Items
Item: G. Vendor Invoices
Purpose: Vote
Submitted by: Hung Mai
Related Material: Bill Payment List - August 2020-December 2020.pdf

BACKGROUND:

Vendor invoices from the months of August to December 2020.

Fiscal Impact: \$3,753,089

RECOMMENDATION:

Review and approve the August to December 2020 vendor invoices.

Making Waves Academy				
Bill Payment List				
August 2020 - December 2020				
Date	Num	Vendor	Amount	Descriptions
8/3/2020	15232	4Imprint	\$ 3,109.70	Marketing Materials
10/26/2020	15411	501(c) Agencies Trust	\$ 18,916.75	Unemployment Insurance
10/13/2020	15387	5-Star Students	\$ 750.00	Contract Services
8/3/2020	15233	Accrediting Commission for Schools, WASC	\$ 1,070.00	Membership Due
11/2/2020	15420	Active Internet Technologies, LLC	\$ 15,500.00	IT Contracted Services
10/5/2020	15374	Alba's Glass	\$ 7,825.00	Contract Services
11/2/2020	15421	Alba's Glass	\$ 7,825.00	Contract Services
8/3/2020	15234	Alliant International University	\$ 6,601.00	Staff Tuition Fee
9/14/2020	15316	Alliant International University	\$ 10,136.50	Staff Tuition Fee
11/2/2020	15422	Alliant International University	\$ 6,253.90	Staff Tuition Fee
8/17/2020	15269	Ameriflex LLC	\$ 132.00	FSA Administrative Fee
9/8/2020		Ameriflex LLC	\$ (1,015.15)	FSA Administrative Fee
9/8/2020		Ameriflex LLC	\$ 1,015.15	FSA Administrative Fee
9/8/2020	15305	Ameriflex LLC	\$ 132.00	FSA Administrative Fee
9/14/2020		Ameriflex LLC	\$ (50.00)	FSA Administrative Fee
9/14/2020		Ameriflex LLC	\$ 50.00	FSA Administrative Fee
9/21/2020		Ameriflex LLC	\$ (1,057.66)	FSA Administrative Fee
9/21/2020		Ameriflex LLC	\$ 1,057.66	FSA Administrative Fee
9/28/2020		Ameriflex LLC	\$ (1,626.00)	FSA Administrative Fee
9/28/2020		Ameriflex LLC	\$ 1,626.00	FSA Administrative Fee
10/13/2020	15388	Ameriflex LLC	\$ 128.00	FSA Administrative Fee
11/9/2020	15436	Ameriflex LLC	\$ 128.00	FSA Administrative Fee
12/7/2020	15488	Ameriflex LLC	\$ 128.00	FSA Administrative Fee
8/10/2020	15253	Anchor Counseling & Education Solutions, LLC	\$ 24,031.25	SPED Service
10/6/2020	15386	Anchor Counseling & Education Solutions, LLC	\$ 24,031.25	SPED Service
10/6/2020	Voided - 15253	Anchor Counseling & Education Solutions, LLC	\$ (24,031.25)	SPED Service
10/19/2020	15405	Anchor Counseling & Education Solutions, LLC	\$ 28,212.50	SPED Service
11/23/2020	15466	Anchor Counseling & Education Solutions, LLC	\$ 25,430.00	SPED Service
12/21/2020	15523	Anchor Counseling & Education Solutions, LLC	\$ 15,802.50	SPED Service

Making Waves Academy				
Bill Payment List				
August 2020 - December 2020				
Date	Num	Vendor	Amount	Descriptions
9/21/2020	15339	Armor Locksmith	\$ 30.55	Keys
12/14/2020	15505	Armor Locksmith	\$ 54.47	Keys
12/14/2020	15506	Association of California School Administrators	\$ 68.63	Contract Services
8/24/2020	15280	AT&T CALNET	\$ 538.49	Utility
9/21/2020	15340	AT&T CALNET	\$ 532.38	Utility
10/19/2020	15406	AT&T CALNET	\$ 541.02	Utility
11/23/2020	15467	AT&T CALNET	\$ 577.01	Utility
12/21/2020	15524	AT&T CALNET	\$ 560.75	Utility
8/4/2020	Auth.net-08.20	Authorize.Net	\$ 30.00	Credit Card Processing Fee (Donation)
9/21/2020	15341	Benefit Resources, Inc.	\$ 100.00	Contracted Services
9/8/2020	15306	BrainPOP LLC	\$ 2,195.00	IT Contracted Services
11/9/2020	15437	California Charter Schools Association	\$ 10,860.00	Membership Dues
8/10/2020	15254	California Choice Benefit Administrators	\$ 119,386.75	Health Insurance
9/14/2020	15317	California Choice Benefit Administrators	\$ 120,150.82	Health Insurance
10/13/2020	15389	California Choice Benefit Administrators	\$ 121,936.64	Health Insurance
11/9/2020	15438	California Choice Benefit Administrators	\$ 124,638.53	Health Insurance
12/7/2020	15489	California Choice Benefit Administrators	\$ 129,764.24	Health Insurance
8/26/2020	15289	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
8/26/2020	15291	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
8/26/2020	15290	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/14/2020	15327	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/14/2020	15320	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/14/2020	15318	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/14/2020	15326	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/14/2020	15321	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/14/2020	15324	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/14/2020	15325	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/14/2020	15323	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/14/2020	15322	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services

Making Waves Academy				
Bill Payment List				
August 2020 - December 2020				
Date	Num	Vendor	Amount	Descriptions
9/14/2020	15319	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/21/2020	15342	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/21/2020	15344	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
9/21/2020	15343	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
8/17/2020	15270	California Janitorial Supply Corp.	\$ 4,032.02	Janitorial Supplies
8/17/2020	Voided - 15201	California Janitorial Supply Corp.	\$ (623.42)	Janitorial Supplies
8/24/2020	15281	California Janitorial Supply Corp.	\$ 4,001.87	Janitorial Supplies
10/5/2020	15375	California Janitorial Supply Corp.	\$ 262.20	Janitorial Supplies
8/17/2020	Canon-Aug 2020	Canon Financial Services, Inc.	\$ 11,931.37	Copier Lease
9/8/2020	44075	Canon Financial Services, Inc.	\$ 8,300.07	Copier Lease
9/8/2020	Canon Sep 2020	Canon Financial Services, Inc.	\$ 11,931.37	Copier Lease
9/9/2020	2020	Canon Financial Services, Inc.	\$ (11,931.37)	Copier Lease
10/13/2020		Canon Financial Services, Inc.	\$ 8,300.07	Copier Lease
11/9/2020	22076273	Canon Financial Services, Inc.	\$ 8,300.07	Copier Lease
12/7/2020	22190093	Canon Financial Services, Inc.	\$ 8,300.07	Copier Lease
12/7/2020	15490	CDI Dallas LLC	\$ 9,220.00	IT Supplies
8/3/2020	15235	CDW Government	\$ 56,551.77	IT Supplies
8/31/2020	15292	CDW Government	\$ 305.90	IT Supplies
10/5/2020	15376	CDW Government	\$ 14,090.54	IT Supplies
11/2/2020	15423	CDW Government	\$ 460.78	IT Supplies
11/23/2020	15468	CDW Government	\$ 4,612.50	IT Supplies
12/21/2020	15525	CDW Government	\$ 28,375.00	IT Supplies
9/14/2020	15328	Cengage Learning	\$ 13,380.54	Book Supplies
8/3/2020	15236	Charter Safe	\$ 29,502.00	Liability and Worker Comp Insurance
9/1/2020	15293	Charter Safe	\$ 29,502.00	Liability and Worker Comp Insurance
10/1/2020	15361	Charter Safe	\$ 29,503.00	Liability and Worker Comp Insurance
11/2/2020	15424	Charter Safe	\$ 29,503.00	Liability and Worker Comp Insurance
12/1/2020	15479	Charter Safe	\$ 29,529.00	Liability and Worker Comp Insurance
8/27/2020		Chase	\$ 62,335.52	Credit Card Payment

Making Waves Academy				
Bill Payment List				
August 2020 - December 2020				
Date	Num	Vendor	Amount	Descriptions
9/29/2020		Chase	\$ 40,407.25	Credit Card Payment
10/28/2020		Chase	\$ 28,569.51	Credit Card Payment
11/27/2020		Chase	\$ 14,032.98	Credit Card Payment
11/9/2020	15439	CIF State Office	\$ 356.40	Contracted Services
11/23/2020	15469	CircleUp Education	\$ 8,770.00	Professional Development
8/17/2020	15271	CliftonLarsonAllen LLP	\$ 1,365.00	Legal Fees
8/24/2020	15282	CliftonLarsonAllen LLP	\$ 5,775.00	Legal Fees
9/28/2020	15362	CliftonLarsonAllen LLP	\$ 15,225.00	Legal Fees
10/19/2020	15407	CliftonLarsonAllen LLP	\$ 2,100.00	Legal Fees
11/9/2020	15440	CliftonLarsonAllen LLP	\$ 2,047.50	Legal Fees
12/14/2020	15507	CliftonLarsonAllen LLP	\$ 1,575.00	Legal Fees
8/10/2020	15255	College Entrance Examination Board	\$ 2,692.00	College Entrance Exams
8/17/2020	15272	Colonial Life	\$ 364.20	Health Insurance
9/21/2020	15345	Colonial Life	\$ 364.20	Health Insurance
10/19/2020	15408	Colonial Life	\$ 364.20	Health Insurance
11/23/2020	15470	Colonial Life	\$ 364.20	Health Insurance
8/10/2020	15256	Comcast	\$ 1,903.32	Internet Provider
9/28/2020	Comcast 09/2020	Comcast	\$ 4,246.62	Internet Provider
10/13/2020		Comcast	\$ 2,741.17	Internet Provider
8/17/2020	15273	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
9/14/2020	15329	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
10/13/2020	15390	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
11/9/2020	15441	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
12/14/2020	15508	Concur Technologies, Inc.	\$ 601.78	IT Contracted Services
9/21/2020	15346	Contra Costa Co Office of Ed	\$ 1,500.00	Teacher Induction
10/13/2020	15391	Contra Costa Co Office of Ed	\$ 40,712.96	Teacher Induction
11/2/2020	15425	Contra Costa Co Office of Ed	\$ 2,695.28	Teacher Induction
11/9/2020	15442	Contra Costa Co Office of Ed	\$ 17,462.43	Teacher Induction
11/17/2020	15465	Contra Costa Co Office of Ed	\$ 319,989.99	Teacher Induction

Making Waves Academy				
Bill Payment List				
August 2020 - December 2020				
Date	Num	Vendor	Amount	Descriptions
12/1/2020	15480	Contra Costa Co Office of Ed	\$ 104,369.66	Teacher Induction
12/14/2020	15509	Contra Costa Co Office of Ed	\$ 22,125.00	Teacher Induction
8/3/2020	15237	Contra Costa Health Services	\$ 534.00	Contracted Services
9/21/2020	15347	Corodata	\$ 93.78	Storage Fee
10/19/2020	15409	Corodata	\$ 46.91	Storage Fee
12/7/2020	15491	Corodata	\$ 93.82	Storage Fee
11/23/2020	15471	Cross Country Education	\$ 1,078.56	SPED Service
12/14/2020	15510	Cross Country Education	\$ 1,443.43	SPED Service
9/21/2020	15348	Department of Justice	\$ 170.00	Staff Recruitment
10/26/2020	15412	Department of Justice	\$ 34.00	Staff Recruitment
11/23/2020	15472	Department of Justice	\$ 68.00	Staff Recruitment
8/10/2020	15257	Dialink Corporation	\$ 2,061.29	IT Contracted Services
9/8/2020	15307	Dialink Corporation	\$ 2,061.29	IT Contracted Services
10/5/2020	15377	Dialink Corporation	\$ 2,061.29	IT Contracted Services
11/9/2020	15443	Dialink Corporation	\$ 2,061.29	IT Contracted Services
12/7/2020	15492	Dialink Corporation	\$ 2,061.29	IT Contracted Services
8/10/2020	15258	DMV Renewal	\$ 245.00	Membership Due
10/5/2020	15378	DMV Renewal	\$ 22.00	Membership Due
11/9/2020	15444	Document Tracking Services	\$ 567.54	IT Contracted Services
12/21/2020	15526	Document Tracking Services	\$ 3,702.00	IT Contracted Services
10/26/2020	15413	DocuSign Inc.	\$ 11,917.00	Contracted Services
8/31/2020	15294	EBMUD	\$ 14,861.73	Utility
10/26/2020	15414	EBMUD	\$ 12,813.86	Utility
12/21/2020	15536	EBMUD	\$ 6,884.38	Utility
8/3/2020	15238	EdTec Inc	\$ 825.00	School Attendance Service
9/8/2020	15308	EdTec Inc	\$ 700.00	School Attendance Service
10/5/2020	15379	EdTec Inc	\$ 412.50	School Attendance Service
11/2/2020	15426	EdTec Inc	\$ 487.50	School Attendance Service
12/7/2020	15493	EdTec Inc	\$ 937.50	School Attendance Service

Making Waves Academy				
Bill Payment List				
August 2020 - December 2020				
Date	Num	Vendor	Amount	Descriptions
8/3/2020		Fruge Psychological Assoc Inc	\$ 45,105.00	Psychologist
8/31/2020	Inv 934-937	Fruge Psychological Assoc Inc	\$ 27,560.00	Psychologist
9/14/2020	Inv# 939-940	Fruge Psychological Assoc Inc	\$ 45,105.00	Psychologist
10/13/2020	Inv 942 & 943	Fruge Psychological Assoc Inc	\$ 45,105.00	Psychologist
11/2/2020	Inv# 946 & 947	Fruge Psychological Assoc Inc	\$ 45,105.00	Psychologist
12/7/2020	Inv 948 - 949	Fruge Psychological Assoc Inc	\$ 45,105.00	Psychologist
8/27/2020	Voided - 14760	Garcia, Mario	\$ (2,000.00)	Coach Payment
11/16/2020	15457	Greenfield Learning Inc.	\$ 14,540.00	IT Contracted Services
9/1/2020	15295	Harry Tenna & Assoc. Inc DBA Edclick	\$ 1,763.30	Student Information & Assessment
9/14/2020	15330	Houghton Mifflin Harcourt Publishing Co.	\$ 7,910.09	Book Supplies
9/21/2020	15349	Intrado Interactive Services Corporation	\$ 2,520.00	IT Contracted Services
9/21/2020	15350	Jostens	\$ 1,838.54	Graduation Supplies
8/10/2020	15259	Kronos	\$ 3,124.07	Payroll system
9/21/2020	15351	Kronos	\$ 3,214.86	Payroll system
10/13/2020	15392	Kronos	\$ 3,419.61	Payroll system
11/16/2020	15458	Kronos	\$ 3,829.17	Payroll system
12/14/2020	15511	Kronos	\$ 3,836.83	Payroll system
8/17/2020	15274	Law Offices of Young, Minney & Corr, LLP	\$ 10,735.00	Legal Fees
9/8/2020	15309	Law Offices of Young, Minney & Corr, LLP	\$ 6,992.00	Legal Fees
10/13/2020	15393	Law Offices of Young, Minney & Corr, LLP	\$ 8,553.32	Legal Fees
11/9/2020	15445	Law Offices of Young, Minney & Corr, LLP	\$ 5,642.05	Legal Fees
12/14/2020	15512	Law Offices of Young, Minney & Corr, LLP	\$ 2,384.50	Legal Fees
8/3/2020	15239	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
9/1/2020	15296	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
10/1/2020	15363	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
11/2/2020	15427	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
12/1/2020	15481	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
8/10/2020	15260	Linde Group	\$ 24,268.29	IT Support
9/14/2020	15331	Linde Group	\$ 17,649.75	IT Support

Making Waves Academy				
Bill Payment List				
August 2020 - December 2020				
Date	Num	Vendor	Amount	Descriptions
10/13/2020	15394	Linde Group	\$ 16,467.20	IT Support
11/9/2020	15446	Linde Group	\$ 19,397.60	IT Support
12/7/2020	15495	Linde Group	\$ 17,826.50	IT Support
12/7/2020	15494	Linde Group	\$ 988.90	IT Support
8/3/2020	15240	Making Waves Foundation, Inc.	\$ 140,479.08	School Lease
9/1/2020	15297	Making Waves Foundation, Inc.	\$ 140,479.08	School Lease
10/1/2020	15364	Making Waves Foundation, Inc.	\$ 140,479.08	School Lease
11/2/2020	15428	Making Waves Foundation, Inc.	\$ 140,479.08	School Lease
12/1/2020	15482	Making Waves Foundation, Inc.	\$ 140,479.08	School Lease
8/10/2020	15261	Maxim Healthcare Services Holdings, Inc.	\$ 31,200.00	Contract Services
9/21/2020	15352	McGraw-Hill School Education Holding, LLC	\$ 8,104.02	Book Supplies
12/1/2020	15483	Meadowlark Consulting Group	\$ 5,000.00	Contract Services
9/21/2020	15353	MPS	\$ 8,170.97	Textbooks and Core Curricula Materials
8/10/2020	15262	National Benefit Services, LLC.	\$ 276.00	Cobra Administration Fee
9/8/2020	15310	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
10/13/2020	15395	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
11/9/2020	15447	National Benefit Services, LLC.	\$ 138.00	Cobra Administration Fee
12/7/2020	15496	National Benefit Services, LLC.	\$ 188.00	Cobra Administration Fee
12/21/2020	15527	Naviance, Inc.	\$ 3,675.00	IT Contracted Services
9/14/2020	15332	Nelson	\$ 4,166.00	Staff Recruitment
10/5/2020	15380	NetProtex Inc.	\$ 3,907.50	IT Contracted Services
10/5/2020	15381	Newsela Inc	\$ 6,825.00	IT Contracted Services
8/3/2020	15241	Nob Hill Catering Inc	\$ 38,484.60	Student Food
9/14/2020	15333	Nob Hill Catering Inc	\$ 25,950.10	Student Food
10/13/2020	15396	Nob Hill Catering Inc	\$ 19,492.20	Student Food
11/9/2020	15448	Nob Hill Catering Inc	\$ 19,112.70	Student Food
12/14/2020	15513	Nob Hill Catering Inc	\$ 27,224.00	Student Food
8/24/2020	15283	Office Depot	\$ 751.56	Office Supplies
8/31/2020	15298	Office Depot	\$ 4,090.49	Office Supplies

Making Waves Academy

Bill Payment List

August 2020 - December 2020

Date	Num	Vendor	Amount	Descriptions
9/21/2020	15354	Office Depot	\$ 494.90	Office Supplies
9/28/2020	15365	Office Depot	\$ 82.55	Office Supplies
10/26/2020	15415	Office Depot	\$ 254.26	Office Supplies
8/10/2020	15263	Open Up Resources	\$ 16,302.30	Professional Development
8/17/2020	15275	Orkin Pest Control	\$ 745.00	Building Repairs/Maintenance
10/13/2020	15397	Orkin Pest Control	\$ 1,490.00	Building Repairs/Maintenance
11/9/2020	15449	Orkin Pest Control	\$ 1,490.00	Building Repairs/Maintenance
11/9/2020	Voided - 15397	Orkin Pest Control	\$ (1,490.00)	Building Repairs/Maintenance
12/7/2020	15497	Orkin Pest Control	\$ 745.00	Building Repairs/Maintenance
12/21/2020	15528	Orkin Pest Control	\$ 745.00	Building Repairs/Maintenance
8/24/2020	15284	Pacheco's Cleaning Service	\$ 7,300.00	Janitorial Services
9/21/2020	15355	Pacheco's Cleaning Service	\$ 7,300.00	Janitorial Services
11/2/2020	15429	Pacheco's Cleaning Service	\$ 7,300.00	Janitorial Services
11/23/2020	15473	Pacheco's Cleaning Service	\$ 7,300.00	Janitorial Services
12/21/2020	15529	Pacheco's Cleaning Service	\$ 7,300.00	Janitorial Services
9/28/2020	15366	PG & E - 0911653377-0	\$ 468.67	Utility
11/2/2020	15430	PG & E - 0911653377-0	\$ 515.29	Utility
12/1/2020	15484	PG & E - 0911653377-0	\$ 1,667.39	Utility
8/3/2020	15242	PG & E - 1229161920-8	\$ 2,542.41	Utility
8/31/2020	15299	PG & E - 1229161920-8	\$ 2,105.91	Utility
9/28/2020	15367	PG & E - 1229161920-8	\$ 524.17	Utility
11/2/2020	15431	PG & E - 1229161920-8	\$ 1,790.41	Utility
12/1/2020	15485	PG & E - 1229161920-8	\$ 3,928.26	Utility
8/31/2020	15300	PG & E - 2538827590-8	\$ 8,835.70	Utility
9/28/2020	15368	PG & E - 2538827590-8	\$ 2,352.45	Utility
10/26/2020	15416	PG & E - 2538827590-8	\$ 3,912.49	Utility
11/23/2020	15474	PG & E - 2538827590-8	\$ 5,008.76	Utility
12/21/2020	15530	PG & E - 2538827590-8	\$ 4,216.82	Utility
8/3/2020	15243	PG & E - 5344744823-3	\$ 607.43	Utility

Making Waves Academy				
Bill Payment List				
August 2020 - December 2020				
Date	Num	Vendor	Amount	Descriptions
8/31/2020	15301	PG & E - 5344744823-3	\$ 721.12	Utility
9/28/2020	15369	PG & E - 5344744823-3	\$ 816.54	Utility
11/2/2020	15432	PG & E - 5344744823-3	\$ 836.95	Utility
12/7/2020	15498	PG & E - 5344744823-3	\$ 1,588.24	Utility
8/3/2020	15244	PG & E - 6293019192-9	\$ 808.99	Utility
8/31/2020	15302	PG & E - 6293019192-9	\$ 821.40	Utility
9/28/2020	15370	PG & E - 6293019192-9	\$ 953.88	Utility
11/2/2020	15433	PG & E - 6293019192-9	\$ 875.72	Utility
12/1/2020	15486	PG & E - 6293019192-9	\$ 1,271.79	Utility
12/7/2020	15499	Pitney Bowes Inc	\$ 118.69	Equipment Leases and Rentals
10/15/2020	Voided - IN229007	PlanSource Benefits Administration, Inc.	\$ (1,260.00)	Contract Services
10/15/2020	IN229007	PlanSource Benefits Administration, Inc.	\$ 1,260.00	Contract Services
8/3/2020	15245	PLIC - SBD GRAND ISLAND	\$ 14,678.25	Health Insurance
9/8/2020	15311	PLIC - SBD GRAND ISLAND	\$ 16,361.98	Health Insurance
10/5/2020	15382	PLIC - SBD GRAND ISLAND	\$ 19,009.41	Health Insurance
11/9/2020	15450	PLIC - SBD GRAND ISLAND	\$ 18,277.64	Health Insurance
12/7/2020	15500	PLIC - SBD GRAND ISLAND	\$ 18,829.05	Health Insurance
8/10/2020	15264	Procopio, Cory, Hargreaves & Savitch LLP	\$ 2,500.00	Legal Fees
8/3/2020	15246	Quadient Finance USA, Inc	\$ 5,010.00	Postage
11/16/2020	15459	Quadient Finance USA, Inc	\$ 3,000.00	Postage
8/3/2020	15247	Quadient Leasing USA, Inc	\$ 223.14	Copier Lease
8/31/2020	15303	Quadient Leasing USA, Inc	\$ 1,193.36	Copier Lease
11/16/2020	15460	Quadient Leasing USA, Inc	\$ 504.15	Copier Lease
11/23/2020	15475	Quadient Leasing USA, Inc	\$ 1,193.36	Copier Lease
12/14/2020	15514	Ray Morgan Company	\$ 11,233.90	Copier Lease
9/8/2020	15312	Reach Institute for School Leadership	\$ 5,000.00	Professional Development
8/3/2020	15248	ReadyRefresh by Nestle	\$ 54.56	Drinking Water Supplies
9/21/2020	0010032211070	ReadyRefresh by Nestle	\$ 94.56	Drinking Water Supplies
10/26/2020		ReadyRefresh by Nestle	\$ 6.00	Drinking Water Supplies

Making Waves Academy				
Bill Payment List				
August 2020 - December 2020				
Date	Num	Vendor	Amount	Descriptions
10/26/2020	00J0032211070	ReadyRefresh by Nestle	\$ 34.37	Drinking Water Supplies
11/6/2020		ReadyRefresh by Nestle	\$ 22.37	Drinking Water Supplies
11/6/2020	00J0032211070	ReadyRefresh by Nestle	\$ (34.37)	Drinking Water Supplies
11/16/2020	15461	ReadyRefresh by Nestle	\$ 44.41	Drinking Water Supplies
12/14/2020	15515	ReadyRefresh by Nestle	\$ 31.37	Drinking Water Supplies
8/10/2020	15265	Republic Services #851	\$ 1,634.86	Waste Management
9/8/2020	15313	Republic Services #851	\$ 1,634.86	Waste Management
10/5/2020	15383	Republic Services #851	\$ 1,634.86	Waste Management
11/9/2020	15451	Republic Services #851	\$ 1,634.86	Waste Management
12/7/2020	15501	Republic Services #851	\$ 1,634.86	Waste Management
8/10/2020	15266	Richmond False Alarm Reduction Program	\$ 2,000.00	Building Repairs/Maintenance
8/24/2020	15285	Richmond False Alarm Reduction Program	\$ 280.00	Building Repairs/Maintenance
9/21/2020	15356	Richmond False Alarm Reduction Program	\$ 250.00	Building Repairs/Maintenance
10/5/2020	15384	Richmond False Alarm Reduction Program	\$ 250.00	Building Repairs/Maintenance
11/16/2020	15462	Richmond False Alarm Reduction Program	\$ 750.00	Building Repairs/Maintenance
10/13/2020	15398	Robert Half Technology	\$ 3,280.00	IT Contracted Services
10/19/2020	15410	Robert Half Technology	\$ 3,280.00	IT Contracted Services
10/26/2020	15417	Robert Half Technology	\$ 3,280.00	IT Contracted Services
11/2/2020	15434	Robert Half Technology	\$ 3,280.00	IT Contracted Services
11/9/2020	15452	Robert Half Technology	\$ 3,280.00	IT Contracted Services
8/24/2020	15286	RTF Edu Enterprises, Inc.	\$ 18,130.50	Interventionist
9/21/2020	15357	RTF Edu Enterprises, Inc.	\$ 18,136.00	Interventionist
10/13/2020	15399	RTF Edu Enterprises, Inc.	\$ 18,125.00	Interventionist
11/9/2020	15453	RTF Edu Enterprises, Inc.	\$ 18,125.00	Interventionist
12/14/2020	15516	RTF Edu Enterprises, Inc.	\$ 18,130.50	Interventionist
8/3/2020	15249	School Datebooks	\$ 3,018.84	Printing and Production
10/1/2020	15371	School Datebooks	\$ 3,014.48	Printing and Production
12/14/2020	15517	School Services of Ca Inc.	\$ 3,840.00	Membership Dues
12/14/2020	15518	Seeds of Awareness, Inc.	\$ 7,000.00	Contract Services

Making Waves Academy				
Bill Payment List				
August 2020 - December 2020				
Date	Num	Vendor	Amount	Descriptions
12/21/2020	3194	Seeds of Awareness, Inc.	\$ 7,000.00	Contract Services
11/2/2020	AS	Smith, Ashanti	\$ (1,009.62)	Contract Services
11/2/2020	CK110220-AS	Smith, Ashanti	\$ 1,009.62	Contract Services
8/17/2020	15276	Standard Insurance Company	\$ 229.22	Health Insurance
9/14/2020	15334	Standard Insurance Company	\$ 229.22	Health Insurance
10/13/2020	15400	Standard Insurance Company	\$ 229.22	Health Insurance
11/23/2020	15476	Standard Insurance Company	\$ 229.22	Health Insurance
12/21/2020	15531	Standard Insurance Company	\$ 229.22	Health Insurance
8/10/2020	15267	Sterling	\$ 580.00	Background Check
9/14/2020	15335	Sterling	\$ 100.00	Background Check
10/13/2020	15401	Sterling	\$ 9.00	Background Check
11/9/2020	15454	Sterling	\$ 78.50	Background Check
12/14/2020	15519	Sterling	\$ 19.50	Background Check
9/14/2020	15336	STS Education	\$ 2,500.00	IT Supplies
12/21/2020	15532	Susan Tamayo-Toler	\$ 1,970.15	Office Supplies
8/17/2020	15277	The Achievement Network	\$ 31,300.00	IT Contracted Services
10/13/2020	15402	The Chronicle of Higher Education	\$ 139.00	Membership Due
8/3/2020	15250	The College Board	\$ 9,843.37	Springboard Digital Learning
10/13/2020	15403	The College Board	\$ 16,968.95	Springboard Digital Learning
8/24/2020	15287	The Management Center	\$ 18,000.00	Contract Services
8/31/2020	15304	The Office City	\$ 1,706.81	Supplies
11/9/2020	15455	The Office City	\$ 4,342.69	Supplies
9/28/2020	15372	The Speech Pathology Group	\$ 100.00	SPED Service
11/23/2020	15477	The Speech Pathology Group	\$ 1,000.00	SPED Service
12/7/2020	15502	The Speech Pathology Group	\$ 1,500.00	SPED Service
12/21/2020	15533	The Speech Pathology Group	\$ 1,150.00	SPED Service
9/11/2020	Voided - 14920	Thompson, Ernestina	\$ (81.33)	Contract Services
9/14/2020	15337	Thompson, Ernestina	\$ 81.33	Contract Services
8/3/2020	15251	TicoTech Inc	\$ 3,731.50	IT Contracted Services

Making Waves Academy				
Bill Payment List				
August 2020 - December 2020				
Date	Num	Vendor	Amount	Descriptions
8/10/2020	15268	T-Mobile	\$ 1,960.00	Telephone
9/21/2020	15358	T-Mobile	\$ 1,960.00	Telephone
10/5/2020	15385	T-Mobile	\$ 1,960.00	Telephone
12/14/2020	15520	T-Mobile	\$ 2,871.09	Telephone
9/21/2020	15359	Trojan Systems, Inc.	\$ 275.00	Fire Alarm System Monitoring
10/26/2020	15418	Trojan Systems, Inc.	\$ 900.00	Fire Alarm System Monitoring
12/21/2020	15534	Trojan Systems, Inc.	\$ 500.00	Fire Alarm System Monitoring
11/16/2020	15463	Turman Commercial Painters, Inc.	\$ 2,975.00	Repairs and Maintenance - Building
9/21/2020	15360	UPS	\$ 477.06	Fees for Returning Items
8/24/2020	Verizon-Aug 20	Verizon Wireless	\$ 3,855.96	Telephone
9/14/2020	Verizon-Sep 20	Verizon Wireless	\$ 2,084.49	Telephone
10/13/2020		Verizon Wireless	\$ 2,974.86	Telephone
10/14/2020		Verizon Wireless	\$ 2,924.86	Telephone
10/14/2020		Verizon Wireless	\$ (2,974.86)	Telephone
11/9/2020	15456	Verizon Wireless	\$ 2,200.94	Telephone
12/14/2020	15521	Verizon Wireless	\$ 2,731.04	Telephone
8/17/2020	15278	Vision Service Plan	\$ 1,325.10	Health Insurance
9/8/2020	15314	Vision Service Plan	\$ 91.95	Health Insurance
9/8/2020	15315	Vision Service Plan	\$ 1,409.56	Health Insurance
10/13/2020	15404	Vision Service Plan	\$ 1,606.47	Health Insurance
11/2/2020	15435	Vision Service Plan	\$ 1,548.00	Health Insurance
12/21/2020	15535	Vision Service Plan	\$ 1,587.56	Health Insurance
8/17/2020	15279	Wendel Rosen LLP	\$ 100.00	Legal Fees
12/14/2020	15522	Wendel Rosen LLP	\$ 98.00	Legal Fees
8/3/2020	15252	Zoom Video Communications Inc.	\$ 2,526.25	IT Contracted Services
10/26/2020	15419	Zoom Video Communications Inc.	\$ 2,108.93	IT Contracted Services
		August 2020 - December 2020	\$ 3,753,089.40	
		August 2019 - December 2019	\$ 4,436,619.27	

Coversheet

Cardea Sex Education Services

Section: IV. Action Items
Item: H. Cardea Sex Education Services
Purpose: Vote
Submitted by:
Related Material: Making Waves Academy Contract 2021 REVISED.pdf

BACKGROUND:

Please see the Cardea Sex Education Contract attached.

RECOMMENDATION:

Our recommendation is that the Board approves this contract.

SEXUCATION

Promoting Positive Sexuality

INDEPENDENT CONTRACTOR AGREEMENT EDUCATIONAL WORKSHOPS

This Independent Contractor Agreement (“Agreement”) is entered into by and between Robin Mills doing business as (dba) SEXUCATION, a sole proprietor with its principal place of business at 7013 Sunhill Circle, El Sobrante, CA 94803, and Making Waves Academy (“Contracting Agency”), an agency/organization with a principal place of business located at 4123 Lakeside Drive, Richmond, CA 94806, for the delivery of comprehensive sexuality education workshops (“Workshops”).

1. DUTIES

During the term of this Agreement, SEXUCATION presenter(s) will deliver Workshops using best efforts to teach in a manner compliant with current state legislation identified in the California Healthy Youth Act (CHYA). Specific duties and responsibilities outlined in Scope of Work attached.

2. COMPENSATION

Contracting Agency will pay SEXUCATION **\$175** per Workshop for a total of **52** Workshops for a total of **\$9100**. A one-time Administrative fee of **\$300** will be assessed. An additional one-time Consultant fee of **\$300** will also be assessed. The total contracted amount for this agreement is **\$9700**.

Payment will be billed in 3 installments via invoice. The first invoice will consist of all one-time fees. Payment for Workshops will be invoiced upon completed delivery of half of the Workshops contracted. The remaining Workshops will be billed upon completed delivery of total number of workshops contracted. The Contracting Agency agrees to pay the total amount contracted if number of Workshops is reduced through no fault of SEXUCATION. Payment may be made in full at any time prior to the completion of negotiated Workshops at the Contracting Agency’s discretion.

3. EXPENSES

SEXUCATION will be responsible for all incidental costs and/or expenses incurred in connection with the Workshops unless otherwise agreed upon by both parties involved.

4. TERM AND TERMINATION

The term of this Agreement will commence upon the Date of Execution and will expire upon the completion of negotiated presentations. Either party may terminate this Agreement at any time, for any reason or no reason. Should the contracting agency terminate the contract payment is due in full upon termination of contract. Should the contract be terminated by SEXUCATION payment is due upon within 72 hours of contract termination.

The Contracting Agency further agrees that for a period of six months following expiration or termination of this Agreement, Contracting Agency will not hire, solicit, or encourage any consultant or contractor of SEXUCATION to terminate their relationship with SEXUCATION.

5. INDEPENDENT CONTRACTOR STATUS

As an independent contractor, SEXUCATION acknowledges sole responsibility for the payment of all taxes, withholdings, contributions, assessments of other obligations payable in connection with services hereunder.



Keep it Safe ‘n Sexy
www.sexucation.org

Not an Employee: Both parties understand that this Agreement does not constitute a contract of employment. SEXUCATION will not be eligible for any employee benefits (except any that, by law, must be made available to independent contractors). Contracting Agency will not make deductions from payments made to SEXUCATION for taxes, all of which will be the sole responsibility of SEXUCATION.

Non-Exclusive Arrangement: This is a non-exclusive arrangement so that SEXUCATION may provide services to other organizations during the term of this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

SEXUCATION will retain the rights to all original curricula and information used in Workshops. The Contracting Agency is expected to adhere to all generally accepted standards regarding appropriate citations of source material and plagiarism. Should any material from Workshops be used or duplicated, the Contracting Agency hereby agrees to give appropriate credit to SEXUCATION as applicable.

7. INDEMNIFICATION AND HOLD HARMLESS

Contracting Agency hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold SEXUCATION harmless against all claims, losses, expenses (including reasonable attorney fees, witness fees, and costs), as well as injuries to any person or property, that directly, indirectly, wholly or partially arise from or in connection with: any act or omission of yours related to this Workshop or any act or omission of SEXUCATION, its employees or agents.

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

8. NOTICES

Any notice given under this Agreement must be in writing and will be deemed to have been given upon delivery if delivered personally or by courier; upon receipt if transmitted by email, facsimile or other electronic means with acknowledgement of receipt; three working days after it is deposited, prepaid, in the regular mail for domestic delivery; and five working days after it is deposited, prepaid, in the regular mail for international delivery; provided, in each instance, that the notice is addressed to the recipient as indicated below, as that information may be updated by written notice to the other party.

13. SOLE AGREEMENT; COUNTERPARTS; MODIFICATIONS; WAIVER

This Agreement contains the entire understanding of the parties relating to its subject matter and supersedes any prior agreement of understanding, however expressed. This Agreement may be executed in counterparts, each of which will be an original, but all of which together will constitute one and the same Agreement. This Agreement may not be amended except in a writing signed by both parties. Any waiver by one party of a breach of this Agreement will not be construed as a continuing waiver.



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14. ARBITRATION

Any dispute or claim arising out of this Agreement will be resolved by binding arbitration by a single arbitrator in accordance with the rules of the American Arbitration Association. Either party may apply to any court with jurisdiction for preliminary or interim relief or to compel arbitration. The arbitrator may award or impose any remedy available in equity or under the laws of the United States or the State of California. The arbitrator's award shall be final, and judgment may be entered on the award in any court of competent jurisdiction.

15. GOVERNING LAW; SECTION HEADINGS

The validity and construction of this Agreement shall be governed by the laws of the State of California. The headings of sections are for reference only and shall not be construed to limit or control the meaning thereof.

16. INSURANCE

Contractor shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.



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If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits**

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

- E. Contractor, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by Contractor and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.

- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

SIGNATURES

The parties have executed this Agreement on the respective dates indicated below.

SEXUCATION:

Signature: _____

Name: Robin Mills dba SEXUCATION

Title: Positive Sexuality Educator | Consultant



Date: December 16, 2020

Making Waves Academy:

Signature: _____

Name: _____

Address: _____

Date: _____



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Coversheet

Non-Public School Placement

Section: IV. Action Items
Item: I. Non-Public School Placement
Purpose: Vote
Submitted by: Karen Snider
Related Material: 2020-2021 NPS Rate Sheet Contra Costa.pdf
MWA Master Contract. Individual Services Template.pdf

BACKGROUND:

The Special Education Department is requesting financial approval from the MWA board for a change of placement for an MWA student. MWA does not have the current ability to offer student FAPE (Free Appropriate Public Education) "in house" and must therefore contract services out to Catalyst Seneca to meet the needs of the student.

Catalyst Academy is part of the Seneca Family of Agencies, a Nonpublic Nonsectarian Certified School K-12 private school. Seneca provides a continuum of mental health-based and school-based services. This provides students with increased 1:1 academic and mental health support, more flexible scheduling, and increased individualized services/pacing.

<http://senecacenter.org>

RECOMMENDATION:

Fiscal Impact: Not to exceed \$100,000 (Estimate based on remaining school days in Semester 2 2020-21 AY, Summer School ESY 2021, and 2021-22 AY). See attached rate sheet. \$263 daily rate per enrollment day.

Pending Individual Contract for student's services. See individual service master contract template. Transportation (temporarily \$0 per COVID 19 distance learning. Possible transportation cost for in-person learning).

MWA will submit a Level 3 budget request to SELPA to recoup Educationally Related Mental Health Funds (ERMHS) per State/Federal funds 90% of ERMHS allowed cost.



NPS Rate Sheet 2020-2021

Specialized Academic Instruction (Code 330)

- Rate: \$204 per day attended, plus up to 6 days of billable absences per semester. Absences during the extended school year will not be billed.
- Tuition / Basic Education Program

NPS Educationally Related Mental Health Services (ERMHS)

- Rate: \$263 per enrollment day.
- Please note, the above ERMHS rate only applies as follows:
 - Students placed at James Baldwin Academy, Pathfinder Academy or Maya Angelou Academy.
 - Students who are not Medi-Cal eligible with Contra Costa County and are placed at Catalyst Academy or Olivera School.
 - Students who are not eligible for a Medi-Cal Service Authorization Request (SAR) or Presumptive Transfer (PT)
 - Referred students with a primary diagnosis of Autism, as it is not a Medi-Cal billable diagnosis.

Language and Speech Therapy (Code 415)

- Rate: \$175 per hour / \$43.75 per 15 minutes (Individual)
- Speech services will be billed based on direct service time. The rate is intended to mitigate Seneca's accrued expenses associated with providing speech services including, but not limited to; specialized instruction and services, monitoring, reviewing, documentation, supervision, etc.
- Seneca will be moving towards billing speech in 15 minute units (partial units will be rounded up)

Intensive Individual Services [1:1 Aide] (Code 340) / Behavioral Intervention Implementation (Code 535)

- Rate: \$95 per hour (\$450 per day cap applied based in NPS programs)
- Bachelor's-level Mental Health Coach is assigned to provide support as needed.

EXHIBIT B: 2020-2021 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on _____ or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 201____, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____

Nonpublic School _____

LEA Case Manager: Name _____

Phone Number _____

Pupil Name _____

Sex: M F Grade: _____

(Last)

(First)

(M.I.)

Address _____

City _____

State/Zip _____

DOB _____

Residential Setting: Home Foster LCI # _____

OTHER _____

Parent/Guardian _____

Phone () _____

() _____

(Residence)

(Business)

Address _____

City _____

State/Zip _____

(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year

_____ during the extended school year

2. *Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year

_____ during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. **INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE:** (Applies to nonpublic schools only): Daily Rate: _____

Estimated Number of Days _____ **x Daily Rate** _____ **= PROJECTED BASIC EDUCATION COSTS** _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							

Coversheet

Data Sharing MOU for CAP and MWA

Section: IV. Action Items
Item: J. Data Sharing MOU for CAP and MWA
Purpose: Vote
Submitted by: Jon Siapno
Related Material: MOU_MWA CAP_Final_01.12.2021_EM.pdf

BACKGROUND:

As part of our continued efforts to align college and career programming across MWA and CAP, we are seeking Board approval on a data sharing MOU between CAP and MWA. A previous MOU granted permission for MWA to share data with CAP; this MOU grants permission for data to be shared from CAP to MWA.

RECOMMENDATION:

We recommend that the Board reviews and approves this agreement.

MEMORANDUM OF UNDERSTANDING MAKING WAVES ACADEMY & CAP

This Memorandum of Understanding (“MOU”) is entered into by and between Making Waves Academy (“MWA”) and the College and Alumni Program (“CAP”) of Making Waves Foundation (“MWF”), (collectively the “Parties”).

Preamble.

The purpose of the agreement is to facilitate the collection, analysis, and sharing of student data by and between MWA and CAP in order to track the performance of former and current MWA and CAP students and to evaluate and improve the success of the Parties’ respective educational programs from middle school through college.

1. Data Sharing

- 1.1 Scope. The Parties shall provide one another with data concerning their respective former- and current students (“Student Data”). The Parties will agree on the inclusive dates for the Student Data to be provided and on the manner and form for exchanging same. The Student Data may include personally identifiable information such as names, contact information, date of birth, gender, and ethnicity as well as admissions information, terms of enrollment, courses, grades, relevant performance or survey data, and any other types of information on which the Parties may agree. Student data is any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche containing information directly relating to a student and is maintained by MWA or by a party acting for MWA.
- 1.2 Uses. The Student Data may be used by the Parties for contacting current and former students and for conducting studies and performing analyses to assist with MWA and CAP program design, evaluation, delivery, and instruction.
- 1.3 No Warranty. Except as otherwise agreed, the Parties will provide Student Data to one another “as is.” Neither party guarantees the completeness of its data.
- 1.4 Intellectual Property. Any IP developed from shared Student Data will require a separate agreement as to if/when/how it may be shared with third parties.
- 1.5 Timeline. Any Student Data exchanged pursuant to this MOU shall be destroyed on the earliest of (i) the date when it is no longer needed, (ii) the date the MOU is terminated, and (iii) ten years from the date the data is first exchanged.

2. Confidentiality

The Parties shall maintain the confidentiality and security of any and all confidential student information (“Confidential Student Data”) exchanged between them as a part of this MOU. The confidentiality requirements set forth in this section shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. To ensure the continued confidentiality and security of the Confidential Student Data exchanged, the Parties shall establish a system of safeguards that will at a minimum include the following:

- 2.1 Procedures and systems that ensure that access to Student Data is limited to persons who are authorized to have access to said data under this MOU.
- 2.2 All persons involved in the handling, transmittal, and/or processing of Student Data exchanged by the Parties will be required to execute a confidentiality agreement requiring said persons to maintain the confidentiality of all data containing personally identifiable information.
- 2.3 Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit Student Data provided under this MOU.
- 2.4 Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit Student Data provided under this MOU.
- 2.5 Procedures and systems that ensure that all Confidential Student Data processed, stored, and/or transmitted under the provisions of this MOU shall be kept in secured facilities and maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- 2.6 The procedures and systems developed and implemented to process, store, or transmit Student Data provided under this MOU shall ensure that any and all disclosures of Confidential Student Data comply with all provisions of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) and applicable California law relating to the privacy rights of students, such as but not limited to, the Information Practices Act and the California Public Records Act insofar as such laws are applicable to the Parties.

3. Indemnification

MWA and CAP agree to defend, indemnify, and hold each other, and each entity’s officers, employees, and agents harmless from and against any liability, loss, expense (including reasonable attorneys’ fees), or claims of injury or damages arising out of the performance of the terms of this MOU but only in proportion to and to the extent 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 indemnifying entity, and/or its officers, employees or agents.

4. Entire Agreement

This document states the entire agreement between the Parties with respect to its subject matter and supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements.

5. Execution Authority

Each of the persons signing this MOU on behalf of a party represents that he or she has authority to sign on behalf of and to bind such party.

6. Assignment

Neither party to this MOU may assign its rights, duties, or obligations under this MOU, either in whole or in part, without the prior written consent of the other party.

7. Severability

If any provision of this MOU is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this MOU, such provision shall be fully severable. This MOU shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this MOU.

8. Waiver

Waiver by either party of any breach of any provision of this MOU or warranty or representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this MOU shall not operate as a waiver of such right. All rights and remedies provided for in this MOU are cumulative.

9. Amendments

This MOU may be amended or modified at any time by written agreement of the Parties.

10. Effective Date

This MOU shall become effective as of the date of its execution by the last to sign the agreement (“Effective Date”).

11. Term of this MOU/Termination

This MOU shall remain in force from the Effective Date for an indefinite period. Either party may terminate this MOU upon 30-days written notice.

12. Authority

Each of the persons signing this MOU on behalf of MWA or MWF represents that he or she has authority to sign on behalf of such party.

Alton B. Nelson, Jr.
Chief Executive Officer, Making Waves Academy

Patrick O'Donnell
Chief Executive Officer, Making Waves Foundation

Melissa Fries
Executive Director, CAP

Dr. Evangelia Ward-Jackson
Senior School Director, Making Waves Academy

Effective Date

Coversheet

Student Accountability Report Card (SARC)

Section: IV. Action Items
Item: K. Student Accountability Report Card (SARC)
Purpose: Vote
Submitted by:
Related Material:
2020_School_Accountability_Report_Card_(CDE)_Making_Waves_Academy_final.pdf

Making Waves Academy

School Accountability Report Card

Reported Using Data from the 2019-2020 School Year

Published During 2020-2021

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.
- For more information about the LCFF or the LCAP, see the CDE LCFF webpage at <https://www.cde.ca.gov/fg/aa/lc/>.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at <https://dq.cde.ca.gov/dataquest/> that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) <https://www.caschooldashboard.org/> reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

About This School

School Contact Information (School Year 2020-2021)

Entity	Contact Information
School Name	Making Waves Academy
Street	4123 Lakeside Drive
City, State, Zip	Richmond, CA 94806-1942
Phone Number	510.262.1511
Principal	Alton B. Nelson Jr., CEO
Email Address	mwainfo@mwacademy.org
Website	http://www.makingwavesacademy.org/
County-District-School (CDS) Code	07100740114470

District Contact Information (School Year 2020-2021)

Entity	Contact Information
District Name	Making Waves Academy
Phone Number	925.942.3343
Superintendent	Lynn Mackey
Email Address	lmackey@cccocoe.k12.ca.us
Website	www.cocoschools.org

School Description and Mission Statement (School Year 2020-2021)

Making Waves Academy (MWA) is a public charter school authorized by the Contra Costa County Office of Education (CCCOE) and is listed as the "District Contact". MWA serves 5th-12th grades. MWA is located in Richmond, CA, an area served by the West Contra Costa County Unified School District (WCCUSD). Therefore, WCCUSD data is used throughout the report in charts that compare MWA to the "District" and the State. MWA opened in the fall of 2007 and graduated its first class of 12th graders in the spring of 2015.

With roots firmly planted in the Richmond community since the inception of the Making Waves Education Program (MWEP) in 1989, MWA fulfills the promise of public schools with a rigorous, college-preparatory curriculum, psychological services, social-emotional development, academic support, and transportation. The vision is grounded in our five Core Values: Community, Resilience, Respect, Responsibility, and Scholarship. The mission is: "MWA is committed to rigorously and holistically preparing students to gain acceptance to and graduate from college to ultimately become valuable contributors to the workforce and their communities.

Richmond is a diverse community with a population consisting of 22% African American, 40% Hispanic or Latino, 17% White (Not of Hispanic or Latino Descent), 15% Asian, .3% Native American, .5% Native Hawaiian and Other Pacific Islander, 6% other. The demographics of MWA are comparable to West Contra Costa Unified School District (WCCUSD). At MWA, 8% of the population is African American and 86% are Hispanic or Latino, 77% of students qualify for free and reduced lunch. English Language Learners make up 24% of the school's population.

MWA recognizes that schools with higher proportions of students from economically distressed communities require additional resources to compensate for the challenges they face. MWA invests in our students by providing resources to support students' social-emotional well-being and academic development. To support the structure of our core day and enrichment programs, the typical school day is from 8:05am – 3:00 pm. Extended day programming exist in the middle school supported by an ASES grant. Most academic intervention occurs during a Differentiated Tier Instruction period embedded within the academic school day. The master schedule accommodates student participation in interscholastic athletics, clubs, field lessons, and academic support, as well as teacher planning and collaboration time.

At MWA, instructional activities are aligned to California Common Core Standards. The MWA curriculum includes language arts, math, science, history/social science, health and wellness, second languages, music, fine and performing arts and social emotional education. MWA Upper School courses in grades nine through twelve follow the California State A-G requirements, which emphasize college-readiness. The upper school also offers Advanced Placement (AP) courses in math, history, and science. For four out of the last five years MWA has been recognized by Innovate Public Schools as one of the top performing high schools in the Bay Area in the subjects of English and Math.

MWA's aim is to prepare 100% of our students to be college-ready while also honoring and supporting our students' pursue their hopes and dreams by gaining admission to a variety of post-secondary education options. Historically, about 95% of our students go on to college – with about 70% or more gaining admission to colleges and universities and another 25% or so attending community college.

Student Enrollment by Grade Level (School Year 2019-2020)

Grade Level	Number of Students
Grade 5	166
Grade 6	167
Grade 7	170
Grade 8	112
Grade 9	112
Grade 10	101
Grade 11	106
Grade 12	87
Total Enrollment	1,021

Student Enrollment by Student Group (School Year 2019-2020)

Student Group	Percent of Total Enrollment
Black or African American	7.9
American Indian or Alaska Native	0.3
Asian	2.4
Filipino	0.1
Hispanic or Latino	86.2
Native Hawaiian or Pacific Islander	0.1
White	0.8
Two or More Races	2.2
Socioeconomically Disadvantaged	82.8
English Learners	24.1
Students with Disabilities	5.9
Foster Youth	0.3
Homeless	1.3

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Credentials

Teachers	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	35	36	44	0
Without Full Credential	18	16	14	0
Teaching Outside Subject Area of Competence (with full credential)	0	1	1	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners	10	8	8
Total Teacher Misassignments*	10	8	8
Vacant Teacher Positions	3	1	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

*Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2020-2021)

Year and month in which data were collected: December 2018

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Expository Reading & Writing Course (CSU Expository Reading) Springboard Levels 1-6 (College Board) 5th Reading Wonders (Houghton Mifflin) 2017		0.0
Mathematics	Calculus – 4th Edition (Pearson) 2014 Springboard (College Board) Statistics AP (Cengage) 2017 Math Expressions (McGraw Hill) 2017		0.0
Science	Biology (Glencoe Science-(McGraw Hill) 2012 Glencoe Physical Science-(McGraw Hill) Meyers AP Psychology (MacMillan Learning) 2016 CA Science (Pearson) CA Focus on Earth Science (Pearson) CA Life Science (Pearson) CA Physical Science (Pearson) Glencoe Earth Science (McGraw Hill) 2017 DHO Health Science (NGL / Cengage) 2017 Body Structure Functions (NGL / Cengage) 2017 Medical Terminology for Health-(Cengage)		0.0
History-Social Science	US Government and Politics (College Board) 2015 The Lanahan Readings in the American Polity: Ann G. Serow, Everett 2016 Econ Alive! (TCI) 2015 Government Alive! Power, Politics and You (TCI) 2015 The American Democracy 2015 CA The Americans 2013 CA Modern World History (Houghton Mifflin Hardcourt) 2011 Kaplan AP History 2015 Social Studies Alive! (TCI) History Alive! The Ancient World (TCI) History Alive! The Medieval World (TCI) History Alive! US Through Industrial		0.0
Foreign Language	Triangulo aprobado-(Wayside Publishing)		0.0
Health	Life Time Health Study – Classroom Set Life Skills Health – Classroom Set 2011		0.0

Note: Cells with N/A values do not require data.

School Facility Conditions and Planned Improvements

Making Waves Academy recently constructed three state-of-the-art school buildings and opened them in the 2018-2019 school year. Three additional buildings were updated and remodeled and a 4th state-of-the-art building was constructed and opened in the in the Fall of 2020. Presently we have over 1000 students.

Making Waves Academy's ground, buildings and restrooms are all in excellent condition. The school participates in regular inspection and maintenance of the facility. Due to school closures due to the COVID-19 pandemic the facilities have not been in regular use but the facilities team has been working on general maintenance and improvements in order for the facilities to be in excellent conditions once in person instruction resumes.

School Facility Good Repair Status

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: 5/6/2019

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Good	
Electrical: Electrical	Good	
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	Good	
Overall Rating	Exemplary	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students

Grades Three through Eight and Grade Eleven

Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2018-19	School 2019-20	District 2018-19	District 2019-20	State 2018-19	State 2019-20
English Language Arts/Literacy (grades 3-8 and 11)	50.16	N/A	35.16	N/A	51.10	N/A
Mathematics (grades 3-8 and 11)	25.86	N/A	23.94	N/A	39.73	N/A

Note: Cells with N/A values do not require data.

Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

CAASPP Test Results in ELA by Student Group

Grades Three through Eight and Grade Eleven (School Year 2019-2020)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.

**CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2019-2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.

**CAASPP Test Results in Science for All Students
Grades Five, Eight, and High School
Percentage of Students Meeting or Exceeding the State Standard**

Subject	School 2018-19	School 2019-20	District 2018-19	District 2019-20	State 2018-19	State 2019-20
Science (grades 5, 8 and high school)	22	N/A	27	N/A	30	N/A

Note: Cells with N/A values do not require data.

Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.

Note: The new California Science Test (CAST) was first administered operationally in the 2018-2019 school year.

**CAASPP Test Results in Science by Student Group
Grades Three through Eight and Grade Eleven (School Year 2019-2020)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.

Career Technical Education Programs (School Year 2019-2020)

All students at Making Waves Academy may participate in our Career Technical Education (CTE) pathway in Health Science and Medical Technology, which, pursuant to Education Code Section 51226, is comprised of career-themed courses that are aligned to the model curriculum standards for the State of California and satisfy high school graduation requirements and admissions requirements for University of California and California State University. All courses within the pathway are offered onsite and are sequenced as follows: Introduction to Health Science (introductory course), Medical Terminology (concentrator course), Anatomy and Physiology (concentrator course), and Advanced Patient Care (capstone course).

During the 2019-20 school year, Making Waves Academy entered a partnership with the West County Health Pathways Partnership (WCHPP), comprised of regional and local educational institutions, community-based organizations, and employers to expand equitable access to CTE. Goals of this collaborative include engaging new employers in CTE, evaluating and disseminating information on the current landscape of programs for high school students, and providing work-based learning experiences both during the summer and throughout the school year. Additionally, a Civil Rights Review of the CTE program at Making Waves Academy was completed by Contra Costa County Office of Education with no material findings.

In collaboration with the Director of College and Career Counseling, the Career Services Coordinator ensures the delivery of a robust CTE program that is responsive to community needs and is aligned to the ten eligibility requirements of the Career Technical Education Incentive Grant (CTEIG): (1) quality curriculum and instruction; (2) career exploration; (3) student support; (4) system alignment; (5) industry partnerships; (6) after school and extended day opportunities; (7) regional and local labor market demands; (8) industry certification or employment; (9) skilled faculty; (10) data and evaluation. Peter Le, Career Services Coordinator serves as the primary representative for CTE at Making Waves Academy.

In accordance with our institutional goals, CTE at Making Waves Academy remains committed to developing and offering career pathways that are aligned with academic courses, support academic achievement, and address the needs of all learners, including those unique to defined special populations of students.

Our Career Technical Education (CTE) program is compliant with our school nondiscrimination policy.

MWA does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, citizenship, immigration status, religion, religious affiliation, sexual orientation, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.

MWA adheres to all provisions of federal law related to students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990 ("ADA"), and the Individuals with Disabilities Education Improvement Act of 2004 ("IDEIA").

MWA is committed to providing a work and educational atmosphere that is free of unlawful harassment under Title IX of the Education Amendments of 1972 (sex); Titles IV, VI, and VII of the Civil Rights Act of 1964 (race, color, or national origin); The Age Discrimination in Employment Act of 1967; The Age Discrimination Act of 1975; the IDEIA; and Section 504 and Title II of the ADA (mental or physical disability). MWA also prohibits sexual harassment, including cyber sexual bullying, and harassment based upon pregnancy, childbirth or related medical conditions, race or ethnicity, religion, religious affiliation, creed, color, immigration status, gender, gender identity, gender expression, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation, or any other basis protected by federal, state, local law, ordinance or regulation. MWA does not condone or tolerate harassment of any type, including discrimination, intimidation, or bullying, including cyber sexual bullying, by any employee, independent contractor or other person with which MWA does business, or any other individual, student, or volunteer. This applies to all employees, students, or volunteers and relationships, regardless of position or gender. MWA will promptly and thoroughly investigate any complaint of harassment and take appropriate corrective action, if warranted. The lack of English language skills will not be a barrier to admission or participation in MWA’s programs or activities. MWA prohibits retaliation against anyone who files a complaint or who participates in a complaint investigation.

Any student who believes they have been subject to misconduct prohibited by this Policy or has witnessed such prohibited misconduct is encouraged to immediately report any act of such misconduct to the Coordinator: Dean of Students, 4123 Lakeside Drive Richmond, CA 94806 Ph. (510) 262-1511. Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights.

Career Technical Education (CTE) Participation (School Year 2019-2020)

Measure	CTE Program Participation
Number of Pupils Participating in CTE	127
Percent of Pupils that Complete a CTE Program and Earn a High School Diploma	0*
Percent of CTE Courses that are Sequenced or Articulated Between the School and Institutions of Postsecondary Education	100

*MWA’s first class of CTE completers will graduate in June 2021

Courses for University of California (UC) and/or California State University (CSU) Admission

UC/CSU Course Measure	Percent
2019-20 Pupils Enrolled in Courses Required for UC/CSU Admission	100
2018-19 Graduates Who Completed All Courses Required for UC/CSU Admission	100

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2019-2020)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
5	N/A	N/A	N/A
7	N/A	N/A	N/A
9	N/A	N/A	N/A

Note: Cells with N/A values do not require data.

Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-56-20 was issued which waived the requirement to administer the physical fitness performance test for the 2019–2020 school year.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

Opportunities for Parental Involvement (School Year 2020-2021)

Making Waves Academy (MWA) actively works to involve parents in their children's education in meaningful ways. Parents serve as elected members of our MWA Board, School Site Council and English Learner Advisory Committee. These governance groups meet monthly and information regarding the dates, times and locations can be found at the front office of both the Middle School and Upper School or by calling (510) 262-1511 or visiting our website at makingwavesacademy.org.

Making Waves Academy regularly performs outreach to families to keep them informed of their students' academic progress, opportunities for involvement, and upcoming events via written and electronic communication, parent meetings, and automated telephone messages. Parents are invited to attend monthly Saturday meetings throughout the school year during which families discuss and learn about educational opportunities, curriculum, student performance and building a healthy and safe school culture & climate. In addition, Making Waves Academy offers parents opportunities to volunteer their time or donate items to contribute to our community and school events. Donations of any kind can be facilitated by contacting the front office at (510) 262-1511.

Opportunities for parents to be involved include: Participating on the School Site Council, participating on the English Language Advisory Committee, serving on the MWA School Board, supporting with the WASC process, attending Parent Meetings, being elected to serve as a Parent/Guardian Representative for a grade level, chaperoning study trips, serving as a Parent Council Member, managing or supporting classroom events, grade-level events or school-wide events. Annual events which parents support are as follows: Lunar New Year celebration, Dia de Los Muertos celebration, 8th grade graduation, My Very Own Library initiative, National History Day and Science Fairs, Saturday Parent Meetings, English Learner reclassification ceremony graduation, Black/African American Student Achievement Initiative, managing or supporting grade-level or classroom fundraisers, helping to prepare family mailings, organizing special events (e.g. a carnival or talent show), assisting with school-sponsored charitable projects (e.g. the annual food bank & toy drives), providing traffic control for parent meetings and other events, participating in parent feedback surveys, referring families to the lottery process, participating in Back to School Day orientation events by providing parents and families with an overview of school courses and supplemental program curricula), and participating in student led parent-teacher conferences. .

Parents are also employed at the school in a variety of support positions such as our Food Services Coordinator, Office Administrator, and Site Supervisor. MWA also provides a Parent Engagement Center as a central location for parents to receive information regarding social services, on-campus volunteer opportunities and community involvement. The Director of School Culture and Family Engagement serves as the parent liaison and can be reached at rcrews@mwacademy.org or by contacting the front office at (510) 262-1511 ext. 3031.

State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates.

Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2016-17	School 2017-18	School 2018-19	District 2016-17	District 2017-18	District 2018-19	State 2016-17	State 2017-18	State 2018-19
Dropout Rate	0	5.6	1.3	6	9.9	9.6	9.1	9.6	9
Graduation Rate	94.7	94.4	98.7	82.5	81.5	85.1	82.7	83	84.5

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions

(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	6.6	6.0	5.8	5.6	3.5	3.5
Expulsions	0.0	0.0	0.0	.71	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only

(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions	11.4		
Expulsions	0.2		

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

School Safety Plan (School Year 2020-2021)

The Making Waves Academy School Emergency Response Plan (updated January 2020) meets the requirements of the State of California and the County of Contra Costa. This plan identifies MWA responsibilities associated with natural disaster, human caused emergencies, and technological incidents. It includes:

Campus:

- Visitors sign in at the office and wear a visitor identification badge while on campus
- Students are supervised before school, during recesses, and lunch breaks

Classroom:

- Evacuation routes are posted in all classrooms
- Each classroom has a first aid kit
- Each classroom and office has an emergency information folder which includes emergency guides and protocols

Staff:

- The Academy has 5 (five) full time campus supervision positions
- All staff receive first aid and CPR certification every two years

Additionally:

- Fire drills are held monthly
- Student emergency information cards are completed annually
- We have basic emergency response supplies

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2017-18	2017-18	2017-18	2017-18	2018-19	2018-19	2018-19	2018-19	2019-20	2019-20	2019-20	2019-20
	Average Class Size	# of Classes* 1-20	# of Classes* 21-32	# of Classes* 33+	Average Class Size	# of Classes* 1-20	# of Classes* 21-32	# of Classes* 33+	Average Class Size	# of Classes* 1-20	# of Classes* 21-32	# of Classes* 33+
5	20	8	25		28		30		27	1	38	
6	25	5	24		27	1	40		27	1	38	

*Number of classes indicates how many classes fall into each size category (a range of total students per class).

** "Other" category is for multi-grade level classes.

Average Class Size and Class Size Distribution (Secondary)

Subject	2017-18	2017-18	2017-18	2017-18	2018-19	2018-19	2018-19	2018-19	2019-20	2019-20	2019-20	2019-20
	Average Class Size	# of Classes* 1-20	# of Classes* 21-32	# of Classes* 33+	Average Class Size	# of Classes* 1-20	# of Classes* 21-32	# of Classes* 33+	Average Class Size	# of Classes* 1-20	# of Classes* 21-32	# of Classes* 33+
English Language Arts	22	12	18		24	10	18		29	5	23	4
Mathematics	21	17	17		25	12	16	1	26	17	12	4
Science	24	6	14		21	8	5		26	4	21	
Social Science	24	6	15		25	5	18		26	5	21	

*Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Ratio of Pupils to Academic Counselor (School Year 2019-2020)

Title	Ratio
Academic Counselors*	1:1021

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Student Support Services Staff (School Year 2019-2020)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1

Title	Number of FTE* Assigned to School
Social Worker	2

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2018-2019)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$24,639	\$4,396	\$20,243	\$62,605
District	N/A	N/A		
Percent Difference - School Site and District	N/A	N/A		
State	N/A	N/A	\$7,750	
Percent Difference - School Site and State	N/A	N/A	89.3	

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2019-2020)

1. Federal Title I Basic Grant
2. Federal Title II Training
3. Federal Title III English Language Learners
4. Federal Title IV - Student Support And Academic Enrichment Every Student Succeeds Act
5. National School Lunch Program (NSLP) (Federal & State)
6. After School Education and safety (ASES) Program Grant
7. Prop 30 - Education Protection Account Entitlement
8. SB740 - School Facility Lease Reimbursement
9. State Lottery
10. Special Education (Federal & State)

Teacher and Administrative Salaries (Fiscal Year 2018-2019)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$45,000	
Mid-Range Teacher Salary	\$58,242	
Highest Teacher Salary	\$96,305	
Average Principal Salary (Elementary)	N/A	
Average Principal Salary (Middle)	\$145,753	
Average Principal Salary (High)	\$145,529	
Superintendent Salary	\$250,000	
Percent of Budget for Teacher Salaries	15%	
Percent of Budget for Administrative Salaries	17%	

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at <https://www.cde.ca.gov/ds/fd/cs/>.

Professional Development (Most Recent Three Years)

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement	17	17	12

The Professional Development Program at Making Waves Academy has been developed to target key areas for staff learning in a comprehensive and differentiated way. Both Upper School and Middle School's Professional Development pedagogy for faculty centers on the "4Rs": Relationships, Relevance, Rigor and Results. This year, the Upper School has specifically focused on the implementation of project-based learning and classroom technology within the "4Rs" while the Middle School is focusing on three areas: 1. dynamic, data driven instruction, 2. cultivating 21st century teachers and scholars and 3. implementing restorative practices.

Professional Development and opportunities for faculty to collaborate and share their practice in content and grade level teams, as well as in Professional Learning Communities (PLCs), occurs regularly throughout the school year, during professional development time, common planning time, and after school. The selection of topics and their frequency is determined, in part, through an analysis of student achievement data, observational data, and staff survey results. Professional Development takes place formally in a two hour window each Friday afternoon throughout the school year and for the two weeks before school starts each summer. Additionally, there are three all-day professional development sessions scheduled to align with the beginning of each new quarter. Teachers receive individualized support from their content and grade level leads, Academic Intervention Services Coordinators, as well as from the division director, who observes formally and informally across the year and provides written and verbal feedback with each observation.

Making Waves Academy also provides comprehensive professional development for our mid-level leaders. Examples include Content Leads, Grade Level Leads, Lead Teachers, and Coordinators. They receive ongoing professional development through regularly scheduled Professional Learning Communities (PLCs) meetings. This group also receives ongoing support and training in the areas of social-emotional learning and cultural competency.

Additionally, both faculty and staff are encouraged to attend off-site Professional Development opportunities in the forms of conferences, seminars and external school site visits. Our goal for faculty and staff is to attend at least one off-site Professional Development opportunity each year.

Coversheet

Memorandum of Understanding with National University

Section: IV. Action Items
Item: L. Memorandum of Understanding with National University
Purpose: Vote
Submitted by: Elizabeth Martinez
Related Material: MAKING WAVES ACADEMY - Affiliation Agreement_encrypted_(1).pdf

BACKGROUND:

Teach for America is partnering with National University to support teacher interns in obtaining their credential. The MOU has no fiscal impact but intended to outline the responsibilities of each institution (MWA and National University) has with regards to the teacher intern's placement. The MOU meets MWA's insurance requirements and accurately outlines the supports we are providing for our teacher interns. At this time, we are only hosting Teacher and Special Education interns (section 8 on page 2).

RECOMMENDATION:

We recommend the board reviews and approves the MOU between MWA and National University.



PAID INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This Paid Internship Credential Program Agreement (“**Agreement**”) is entered into effective as of November 20, 2020 (“**Effective Date**”) by and between MAKING WAVES ACADEMY, who have partnered for the purpose of providing contractual services for students, or state-supported K-12 educational service unit, which is located at 4123 Lakeside Dr., Richmond, CA 94806-1942, USA (individually or collectively, “**Institution**”), and National University (“**University**”), a California nonprofit, private University.

RECITALS

- A. **University** is accredited by WASC Senior College and University Commission (WSCUC). **University** has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs (“**Programs**”): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school **Institution**, charter school or county office of education in cooperation with an approved college or **University** to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. **Institution** is either a public school institution (or state-supported K-12 educational service unit), charter school, or county office of education and **University** is an approved University within the meaning of Ed Code Section 44452; and
- C. **Institution** and **University** wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as Exhibit “A” to this Agreement and incorporated herein by this reference is a list of the Programs that **Institution** and **University** will be supporting through this partnership. The Intern(s) must remain at the **Institution** addressed above for the duration of their Credentials Internship.

Based on these recitals, **Institution** and **University** agree as follows:

1. **Term**. The term of this Agreement shall commence as of the Effective Date above and shall continue for a period of five (5) years or sooner if either party gives thirty (30) days written notice of its intent to terminate this Agreement. All Interns placed with **Institution** and who are in good standing with **Institution** and **University** as of the date of termination of this Agreement shall be permitted to complete their internship experience with **Institution**.
2. **Placement of Interns**. **University** students, certified as qualified and competent by **University** to provide intern services to **Institution**, may, at **Institution**’s discretion, be accepted and assigned to its schools for services as interns (“**Interns**”). **University** and **Institution** shall coordinate the process of selection and placement of Interns. **University** reserves the right to make the final determination on any Intern’s acceptance into the Program, while **Institution** reserves the right to make the final determination on any Intern’s employment. Neither **University** nor **Institution** shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran’s status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. **Program Requirements**. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by an **Institution** designee.
 - b. Interview and screening by **Institution** staff, including a background check, **Institution** administrator interview and paper screening, Department of Justice fingerprint clearance, and a baccalaureate degree from an accredited **Institution**.

- c. Interview and screening by **University** staff, including a personal interview, written self-evaluation regarding teaching and learning, and verification of coursework and prior experience with K-12 students in a multicultural, multilingual setting.
 - d. Interview with a **University** Support Provider/Supervisor and a lead faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. All service preconditions required by the CCTC shall have been met.
4. **Insurance.** The **Institution** and the **University** will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million dollars) for each occurrence and \$2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees.
 5. **Intern Employment Status.** Interns shall be **Institution** employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
 6. **Reservation of Right to Payment.** Pursuant to Education Code Section 44462, **Institution** reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
 7. **Non-Displacement of Certificated Employees.** Pursuant to CTC requirements, upon request **Institution** shall provide written certification to **University** that each Intern placed with **Institution** has not displaced a certificated **Institution** employee, which shall enable **University** to verify to CTC that all statutory and CTC requirements have been met.
 8. **Teacher and Special Education Intern Support.**
 - a. To support Education Credential Interns, **Institution** and **University** will each provide a qualified supervisor to assist each Intern in a Program. School supervisors are called "Site Support Providers". **University** supervisors are called "University Support Providers". Institution Support Providers will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by visiting the classroom to conduct real time observations with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days.
 - b. Institution Support Providers shall hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
 - c. Institution Support Provider and University's Support Provider will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - d. Institution Support Provider/Site Supervisors and University's Support Providers will meet without the Intern to discuss the Intern's progress, as needed.
 - e. Concurrent with an Intern's experience at **Institution**, **University** will hold Program orientation seminars for Interns and training seminars for Institution Support Providers/Supervisors. During the Site Support Providers'/Site Supervisors' training, **University** representatives will review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to Site Support Providers.
 - f. **Institution** will include Interns in appropriate **Institution** support programs and regularly scheduled staff development activities.
 - g. **Institution** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record.

- h. **Institution** and **University** will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. University Support Providers will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by Site Support Providers and/or employer support personnel. Forms must be submitted as part of the intern’s clinical practice course assignments. Program faculty, program supervisors, and **Institution**-employed supervisors monitor and support candidates during their progress towards mastering the TPEs.
 - i. Employers who hire/place or wish to backdate interns outside National **University** clinical practice start offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the University Support provider will provide **University** support services as noted in article (8.h.).
 - j. National **University** provides **Institution**-employed supervisors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that **Institution** employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations.
 - k. **Institution** with interns must have a fully qualified Credentialed administrator.
 - l. **University** may request use of video capture for candidate reflection and CAL TPA completion to reflect to the extent possible Intern’s knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. **Institution** shall inform Special Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.
9. Counseling Intern Support
- a. To support Services Credential Interns, **Institution** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, **Institution** supervisors are called “Site Support Providers/Site Supervisors”. **University** supervisors are called “Support Providers/**University** Supervisors”.
 - b. Clinical Practice Supervisor shall refer to an employee of the **Institution** holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the **Institution** typically with three or more years experience as a school counselor, school psychologist, school social worker, or mental health specialist. Clinical Practice shall consist of a minimum of six hundred (600) clock hours in public school settings at two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours at each level. Paid interns may complete all 600 hours at their site of employment. Up to one hundred fifty (150) clock hours shall be devoted to issues of diversity. This may be satisfied with up to 100 clock hours in a diversity program or with the development and implementation of a program that addresses diversity issues. AND, at least fifty (50) clock hours shall be with at least ten (10) pupils (individually or in a group) of a racial and ethnic background different from that of the candidate. OR, all 150 clock hours with pupils of a racial and ethnic background different from that of the candidate.
 - c. Clinical practice shall refer to the participation by a Student in the duties and functions of a school counselor and may include school attendance worker under the direct supervision and instruction of one or more Clinical Practice Supervisors holding a PPS School Counseling Credential.
 - d. **Institution** and **University** shall independently determine the qualifications of their respective supervisors.
 - e. **Institution**’s Site Support Provider/Site Supervisors and **University**’s Support Provider/**University** Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - f. **Institution**’s Site Support Provider/Site Supervisors and **University**’s Support Providers/**University** Supervisors will meet without the Intern to discuss the Intern’s progress, as needed.
 - g. Concurrent with an Intern’s experience at **Institution**, **Institution** may hold Program orientation seminars for Interns. An initial meeting is held with the Site Support Providers’/Site Supervisors’ training, **University** representatives to review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, and communicate intern schedules.
 - h. **Institution** will include Interns in appropriate **Institution** support programs and regularly scheduled staff development activities.

- i. **Institution** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **Institution**.
- j. University Support Providers will maintain contact with Interns on or off-site on a regularly scheduled basis to monitor each Intern's progress.

Paid Counseling Internship Students (may include but is not limited to):

- Special Education IEP Consultation of Psycho-Educational Assessment Results
- Collaborate and consult with parents and teachers to provide Referrals to Parents/Teachers
- Design and Implement Interventions – both academic and behavioral/mental health
- Review of Special Education/Cumulative Records
- Conduct Classroom Observations in General Ed./Special Ed. Classrooms
- Facilitate Group/Individual Counseling
- Administrator/Teacher/Parent Consultation
- Design and Implement Behavioral Interventions
- Documentation of services (e.g., assessment logs) required by **Institution** supervising school counselor

10. Psychology Intern Support

- a. To support Services Credential Interns, **Institution** and **University** will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs. **Institution** supervisors are called "Site Support Providers/Site Supervisors". **University** supervisors are called "Support Providers/University Supervisors".
- b. Clinical Practice Supervisor shall refer to an employee of the **Institution** holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the **Institution** typically with two or more years experience as a school counselor, school psychologist, school social worker, or mental health specialist.
- c. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five days a week for 12 to 18 weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
- d. Clinical Practice Internship totals 1650 clock hours and shall consist of 450 hours of practicum and 1200 hours of Internship Clinical Practice field experience depending upon the specific program requirements.
- e. Clinical practice shall refer to the participation by a Student in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more Commission qualified Clinical Practice Supervisors.
- f. **Institution** and **University** shall independently determine the qualifications of their respective supervisors.
- g. **Institution's** Site Support Provider/Site Supervisors and **University's** Support Provider/University Supervisors will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
- h. **Institution's** Site Support Provider/Site Supervisors and **University's** Support Providers/University Supervisors will meet without the Intern to discuss the Intern's progress, as needed.
- i. Concurrent with an Intern's experience at **Institution**, **Institution** may hold Program orientation seminars for Interns and training seminars for **Institution** Site Support Providers/Supervisors. **Institution** representatives will review supervising techniques, established procedures for conducting observations and providing assistance, introduce forms used within the **Institution**, communicate needs, and/or offer further training and materials to Support Interns and **Institution** needs.
- j. **Institution** will include Interns in appropriate **Institution** support programs and regularly scheduled staff development activities.
- k. **Institution** will designate a liaison, who may or may not be on the Intern Advisory Committee, to ensure supervisory and support assistance to Interns at **Institution**.
- l. University Support Providers will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.

Psychology Internship Students (may include but is not limited to):

- Special Education IEP Consultation & Presentation of Psycho-Educational Assessment Results
- Writing Psycho-Educational Reports which shall be reviewed by the **Institution** Supervisor.
- Collaborate and consult with parents and teachers to provide Referrals to Parents/Teachers
- Design and Implement RtI/MTSS Interventions – both academic and behavioral/mental health
- Review of Special Education/Cumulative Records
- Conduct Classroom Observations in General Ed./Special Ed. Classrooms
- Conduct Psycho-Educational Assessments-Full
- Facilitate Group/Individual Counseling

- Teacher/Parent Consultation
 - Design and Implement Behavioral Interventions
 - Participate in Study Team Consultation
 - Participate in Mandatory On-going Supervision with SDUSD Credentialed School Psychologist
 - Documentation of services (e.g., assessment logs) required by **Institution** supervising school psychologist
 - School-wide positive behavioral intervention support
 - Comprehensive and balanced school psychological services as required by the National Association of school Psychologists (NASP) Domains of Practice and Internship experience.
11. Preliminary Administrative Services Interns must complete a range of activities in educational settings. Settings must:
 - a. Support the candidate's ability to complete the APA
 - b. Demonstrate commitment to collaborative student-centered practices and continuous program improvement
 - c. Support partnerships with education, social, and community entities that support teaching and learning for all students
 - d. Create a learning culture to support all students
 - e. Understand and reflect socioeconomic and cultural diversity
 - f. Support the candidates to access data, work with other educators, and observe teaching practice
 - g. Permit video capture for candidate reflection and CALAPA completion to reflect to the extent possible Intern's knowledge skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. **Institution** shall inform Credential Intern of video recording policies in place for the CAL APA task video capture requirement
 - h. **Institution's** Site Support Provider and **University's** Support Provider will meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 12. Academic Responsibility. **University** shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
 13. Duration of Internship. Once a student has been accepted as an Intern by **Institution**, and if the student remains in good standing in the Program at **University** and within the **Institution's** policies and performance standards, the Intern will be permitted to finish his/her internship at **Institution**. However, an Intern who performs below acceptable **Institution** or **University** standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the **Institution** and/or removed from his/her Program by the **University**. All services provided by **University** and **Institution** pursuant to this Agreement shall terminate upon an Intern's removal from the **Institution** or termination of participation in a Program.
 14. Assessment. Assessment is a function of the Teacher Education Internship Seminar course (for the Teacher Education Internship Credential), Specialist Education Clinical Practice Seminar courses (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) and Best Practices Internship Seminar for School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential). Students in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course. This pre-assessment, development and post-assessment will occur in collaboration with the **Institution** Site Support Provider/Site Supervisor and the University Support Provider/University Supervisor.
 15. Video Assessment. **Institution** and **University** agree the use of video recording equipment on any **Institution** property, including but not limited to, **Institution** classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The **Institution** shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The **University** and **Institution** agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the **Institution** shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in Section 14. of this agreement.
 16. Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other **University** personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the **University's** sole discretion.

The **University** and **Institution** agree no video recording of any **Institution** student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian

17. **Indemnity.** The **Institution** shall defend, indemnify and hold the **University**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent 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 **Institution**, its officers, employees, or agents.

The **University** shall defend, indemnify and hold the **Institution**, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorneys fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent 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, or agents.

18. **Relationship of Parties.** Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership or agency relationship between the parties.
19. **Publicity.** Neither **University** nor **Institution** shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
20. **Records.** It is understood and agreed that all employment records shall remain the property of **Institution**, and all student records, including Intern assessments, will remain the property of **University**.
21. **Entire Agreement and Severability.** If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
22. **Confidentiality of Student Intern Records.** For purposes of this Agreement and any **University** Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), **University** designates **Institution** and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by **Institution** programs or facilities to which the student is assigned to carry out the relevant educational experience. **Institution** and its organizational components (i.e., programs) agree to maintain the confidentiality of each student’s educational record in accordance with the provisions of FERPA.
23. **Confidentiality of Institution Pupil Records.** No Intern will have access to or have the right to receive any **Institution** pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Internship program. The discussion, transmission, or narration in any form by Interns of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Internship program, is forbidden except as a necessary part of the practical Internship experience. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended (“FERPA”). Otherwise, Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with **University**, its employees, agents or others.
24. **Limitation of Liability.** Limitation of Liability, except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party of any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
25. **Certificate of Clearance.** In accordance with California Education Code Section 44320, each credential candidate prior to assignment to **Institution** must obtain at their sole expense a “Certificate of Clearance,” which includes a complete Live Scan Service. The **University** will ensure that student’s receive a Certificate prior to beginning their assignment in the **Institution** or hold a valid document issued by the CTC accounting for fingerprint clearance.

- 26. **Tuberculosis Clearance.** In accordance with California Education Code Section 49406, each credential candidate prior to assignment to **Institution** must obtain at the candidate’s sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that they are free of active tuberculosis, prior to beginning the candidate’s assignment in the **Institution**.
- 27. **Non-Discrimination.** The **Institution** and **University** agree not to discriminate against any employee, faculty member, supervisor or student of or relating to this Agreement or the Services on the basis of race, color, religion, sex, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.
- 28. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
- 29. **Entire Agreement and Severability.** If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
- 30. **Assignment.** Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
- 31. **Notices.** All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
- 32. **Representations.** Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
- 33. **General Provisions.** The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

This Agreement is executed by and between:

University: National University

Institution: MAKING WAVES ACADEMY

By: _____
Dave C. Lawrence, MBA, EdD
Vice Chancellor, Finance

By: _____
Name:
Title:

Dated: _____

Dated: _____

Contact:
Credentials Contract Coordinator
9980 Carroll Canyon Road
San Diego, CA 92131
Telephone (858) 642-8310
Facsimile (858) 642-8717
credcontracts@nu.edu

Telephone: _____
Address: _____

EXHIBIT A

Internship Programs

Institution and **University** wish to partner to support the following Programs:

Inspired Teaching and Learning
Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential
Pupil Personnel Services Internship Credential – School of Counseling
Pupil Personnel Services Internship Credential – School of Psychology

Coversheet

Jobvite Talent Management System

Section: V. Consent Action Items
Item: A. Jobvite Talent Management System
Purpose: Vote
Submitted by: Damon Edwards
Related Material:
Making_Waves_Academy_-_February_2021_-_Renewal-Making_Waves_Academy-19-Jan-2021-19-0-51.pdf

BACKGROUND:

Jobvite is a web based platform that makes recruiting easier, smarter, and more efficient for employers and candidates. With Jobvite you can increase the speed and quality of hires, provide an excellent candidate experience throughout the entire hiring process, manage interviews, reviews, and collaborate with hiring managers from a web browser or through the mobile app, and improve hiring results with insights from reports and dashboards.

RECOMMENDATION:

Please approve the Jobvite renewal agreement with a fiscal impact of \$7,500.

JOBVITE MASTER SUBSCRIPTION AGREEMENT

INCORPORATION INTO JOBVITE MASTER SUBSCRIPTION AGREEMENT

This Order (“**Order**”) is entered into on Feb 11, 2021 (the “**Order Effective Date**”) and is hereby made a part of that certain JOBVITE MASTER SUBSCRIPTION AGREEMENT entered into between the parties on Feb 11, 2018 "EFFECTIVE DATE", including any amendments thereto, (the “**Agreement**”). All terms and conditions within the Agreement apply to this Order. The term of this Order begins on the Order Effective Date and ends on the last day of any SUPPLIER Products or services ordered hereunder being provided, unless otherwise terminated earlier pursuant to the terms and conditions of the agreement.

Acceptance:

Acceptance:

Making Waves Academy "CLIENT"

JOBVITE, INC. "SUPPLIER"

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

CLIENT INFORMATION & GENERAL PAYMENT TERMS

Client Contact Name:	Damon Edwards	SUPPLIER Sales Rep:	Robert Zoderer
Email:	dedwards@mwacademy.org	Order Number:	Q-020767
Email Address for software electronic delivery:	dedwards@mwacademy.org	Phone:	5103335830
Billing Address:	4123 Lakeside Drive Richmond, CA , 94806	Billing Phone:	5103335830
Billing Contact:	Damon Edwards	Billing Fax:	
Billing Email:	dedwards@mwacademy.org	Currency:	USD
Payment Terms:	Net 30	Use Limit: Annual Job Volume	50
Invoice Frequency:	Annually	Use Limit: # of FT Employees:	125
Does Client Require a PO for Payment:	No	Client HRIS system:	N/A
Client ATS system and version:	Jobvite	Use Limit: # of Integrations (HRIS/ATS):	1

LEGACY

Product Term (Months):	12	Start Day of Product Term	Feb 11, 2021
		Last Day of Product Term	Feb 10, 2022

DESCRIPTION	Price per Year	One-Time Fees	EXTENDED PRICE
Hire	\$7,500.00	-	\$7,500.00
Total Net Price			\$7,500.00

TOTAL PRICE EXCLUDING TAXES:	\$7,500.00
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FEE PAYMENT SCHEDULE

DUE DATE (MM/DD/YY):	DESCRIPTION:	AMOUNT:
Mar 13, 2021	Subscription Fees for Feb 11, 2021 - Feb 10, 2022	\$7,500.00
	TOTAL AMOUNT DUE EXCLUDING TAXES	\$7,500.00

JOBVITE

Master Subscription Agreement

200504

This Master Subscription Agreement (this "Agreement") is effective Feb 11, 2021 (the "Effective Date")

BETWEEN

Jobvite, Inc., a corporation existing under the laws of Delaware, and having a place of business at 20 North Meridian Street, Suite 300, Indianapolis, IN 46204-3028 USA ("SUPPLIER")

AND

Making Waves Academy, a corporation existing under the laws of the State of California ("Client"), who may be contacted at its place of business as follows:

Address: 4123 Lakeside Drive

City, State, Zip Code: Richmond, CA, 94806

Attention: Damon Edwards

SUPPLIER and Client may be referred to individually as "**Party**" or collectively as "**Parties**". Other definitions are set forth in this Agreement including in Schedule A section 12 and in Schedule B section 1.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows: Schedules, Orders, and Precedence. This Agreement is comprised of this page and the Schedules attached, any Order that expressly references this Agreement and any executed Schedules that reference this Agreement. In the event of a conflict between any of the following with respect to this Agreement, the following order of precedence will apply: (1) this page; (2) the Order; (3) any Schedules that explicitly describe a priority of terms; (4) Schedule A – General Terms; and (5) any other Schedules; provided however, that the terms of a particular Order will control that Order only.

- A. **Order Procedure and Incorporation.** This Agreement does not by itself order or subscribe to any SUPPLIER Product. Client may subscribe to the SUPPLIER Product on a nonexclusive basis pursuant to the terms and conditions of this Agreement by way of a completed Order signed by the Parties hereto. Upon execution each Order will be incorporated into and become a part of this Agreement.
- B. **Client Purchase Orders.** If Client issues a purchase order in respect of this Agreement, Client acknowledges that such purchase order is solely for the convenience of Client’s purchasing system and does not in any way modify or add to this Agreement or the rights or obligations of SUPPLIER or Client.
- C. **Counterparts.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which will constitute one and the same agreement. Receipt of an originally executed counterpart signature page by facsimile or an electronic reproduction of an originally executed counterpart signature page by electronic mail or by e-signing is effective upon execution and delivery of this Agreement.
- D. **Entire Agreement.** This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

EXECUTION. The Parties, by their duly authorized representatives, are signing this Agreement as of the Effective Date above.

Acceptance:
Making Waves Academy

Acceptance:
JOBVITE, INC.

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

JOBVITE

Master Subscription Agreement

200504

Schedule A - General Terms

1. Fees, Taxes, Disputes, and Travel Costs

- 1.1. Client shall pay to SUPPLIER all fees and applicable taxes associated with the provision of the SUPPLIER Product to Client as set forth in this Agreement and the Order, in addition to any applicable fees incurred for transaction overages, Additional Professional Services, or purchases made through the SUPPLIER Product (collectively, "**Fees**") regardless of Client's utilization of the SUPPLIER Product. Client shall pay invoices by the later of: (1) 30 days after invoice receipt, or (2) the due date specified on the Order.
- 1.2. Should Client, acting reasonably, wish to dispute a specific charge on an invoice, Client shall deliver to SUPPLIER a written notice detailing the reasons for the dispute no later than 20 days after the due date of the invoice in question. SUPPLIER shall respond to the dispute within 15 days of receipt of the notice and the Parties shall in good faith endeavor to resolve the dispute within 30 days of SUPPLIER's response. Any undisputed late payments are subject to a monthly service charge equal to the lesser of: 1.5% of the amount due, or the maximum amount allowed by law. Client shall pay all costs SUPPLIER incurs to collect any overdue, undisputed Fees, provided such costs occur after a request for payment, following the invoice due date, sent to Client in accordance with the terms of this Agreement.
- 1.3. **Taxes.** Fees do not include sales, use, or other taxes and Client shall pay all applicable foreign, federal, state, provincial, and local taxes pertaining to Client's access to, use, or receipt of the SUPPLIER Product including any withholding taxes imposed by a jurisdiction other than Canada and the United States. Client is not obligated to pay any taxes from any jurisdiction related to SUPPLIER's net income, capital, or assets.
- 1.4. **Travel Costs.** Fees do not include any travel and living costs incurred by SUPPLIER for any on-site Client implementation, training, consulting, or other services unless such costs are expressly included on the Order. Any travel will be pre-approved by Client and subject to Client's internal travel policy if Client provides such policy to SUPPLIER prior to the travel occurring.

2. Rights to use the SUPPLIER Product.

- 2.1. **Subscription to Use Hosted Service.** Subject to Client's compliance with the terms and conditions of this Agreement and the Order, SUPPLIER shall make the Hosted Service available on a subscription basis during the SUPPLIER Product Term specified in the Order for Client's use on a worldwide, nonexclusive, nontransferable (except in connection with an assignment permitted by this Agreement), and revocable basis (the "**Subscription**") to access the Hosted Service for the SUPPLIER Product indicated on the Order, and to display related content from the SUPPLIER Product solely for Client's internal business operations which includes Client providing services for Client Affiliates. The Subscription does not include service bureau use, outsourcing, renting, or time-sharing the Hosted Service.
- 2.2. **License Grant for Optional Software.** Subject to Client's compliance with the terms and conditions of this Agreement and the Order, SUPPLIER grants to Client and to Client Affiliates, during the SUPPLIER Product Term specified in the Order, a worldwide, personal, nonexclusive, nontransferable (except in connection with an assignment permitted by this Agreement), and revocable license (the "**License Grant**") to use the Optional Software related to the SUPPLIER Product indicated on the Order, solely with Client's Subscription. Client may make necessary additional copies of the Optional Software solely for emergency backup, disaster recovery, and archival purposes.
- 2.3. Client shall not sublicense the use of, or grant access to, the SUPPLIER Product to any third-parties other than Client's employees and contractors performing services for the internal business operations of Client ("**Authorized Users**"). Client is responsible for the compliance of all Authorized Users with this Agreement. For the purposes of this Section only, Client shall include Client's subsidiaries and affiliates.
- 2.4. **Restrictions.** All rights provided to Client under this Agreement in relation to the SUPPLIER Products are provided to Client on the condition that Client shall not, and shall not allow any third-party to, copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the SUPPLIER Product, or any part thereof, or otherwise attempt to discover any source code, modify the SUPPLIER Product in any manner or form (except as expressly permitted by this Agreement and solely through the modification tools and means provided by SUPPLIER), or use unauthorized modified versions of the SUPPLIER Product, including for the purpose of building a similar or competitive product

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or service or for the purpose of obtaining unauthorized access to the SUPPLIER Product. Unless otherwise expressly indicated on an Order, Client is restricted from utilizing a SUPPLIER Product with more than one production connection to Client's ERP System.

- 2.5. **Product Logo.** Client may not remove any logos, trademarks, links, copyright, or other notices, legends or markings from SUPPLIER Product or Documentation including any "Powered by [SUPPLIER Brand] logo and link on any Client pages that contain data from, or access, the SUPPLIER Product.

3. **Terms of Service.** The following terms of service apply to this Agreement and any use of SUPPLIER Products:

- 3.1. **Hosting and Updates.** SUPPLIER shall host the Hosted Service and may modify the content, functionality, and user interface of the Hosted Service and the Optional Software ("Update") from time to time in its sole discretion and in accordance with this Agreement. SUPPLIER reserves the right at any time and from time to time to Update, temporarily or permanently, the SUPPLIER Product or any part thereof.
- 3.2. **Post Deployment Support and Availability.** Client will receive the Post Deployment Support and Availability described in Schedule B.
- 3.3. **Minimum System Requirements.** Client acknowledges that Internet access, equipment, and specified software and operating systems must meet the minimum system requirements set out for each of the SUPPLIER Products, as the same may be amended or replaced from time to time with 120 days' advance notice to Client (collectively, the "**Minimum System Requirements**"). Client shall ensure that the Minimum System Requirements are in place and acknowledges that a failure to meet the Minimum Systems Requirements may impair Client's successful use of the SUPPLIER Product and that SUPPLIER will not be responsible or liable for such impairment of use so caused.
- 3.4. **Passwords – Access – Notification.** Client shall not share any passwords, user names, access keys, and/or license keys (collectively, "**Passwords**") except with Authorized Users. Client is responsible for the confidentiality of all Passwords used by Client with the SUPPLIER Product. Client is responsible for all Electronic Communications, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through the Hosted Service or under Client's account. Client acknowledges that SUPPLIER will act as though any Electronic Communication received under Client's passwords, user name, or account number has been sent by Client. Client and SUPPLIER shall notify the other Party as soon as reasonably possible if it becomes aware of any loss, theft, or unauthorized use of any Passwords.
- 3.5. **Transmission of Data.** If the SUPPLIER Product requires Electronic Communication over the Internet, Client acknowledges that such Electronic Communication may be accessed by unauthorized Parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Client further acknowledges that SUPPLIER will not be responsible or liable in any manner for any Electronic Communication or Client Data which are lost, altered, intercepted, or stored without authorization during the transmission of any data whatsoever across networks not owned or operated by SUPPLIER, unless such loss is caused by SUPPLIER's breach of this Agreement.
- 3.6. **Client Electronic Communications.** Client shall not send any unlawful, harassing, defamatory, indecent, threatening, or unlawful Electronic Communication using any SUPPLIER Product. Client shall not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (including rights of publicity and privacy) without first obtaining the permission of the owner of such rights. Client shall not in any way express or imply that any opinions contained in any Client Electronic Communication are endorsed by SUPPLIER. Client shall ensure that any use of the SUPPLIER Product by Client and Authorized Users is in accordance with the terms and conditions of this Agreement and the Order. Client shall comply with SUPPLIER's acceptable use policy with regards to any Electronic Communications.
- 3.7. **Links.** Certain SUPPLIER Products provide links to other internet World Wide Web sites or resources controlled by third-parties. Because SUPPLIER has no control over such sites and resources, Client acknowledges that SUPPLIER is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, products, or other materials on, or available from, such sites or resources.
- 3.8. **SUPPLIER Proprietary Rights.** Client acknowledges that the SUPPLIER Product contains proprietary and confidential

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information that is protected by applicable intellectual property and other laws and that, as between the Parties, SUPPLIER is the sole owner of the SUPPLIER Product and the Operational Data. Except as expressly provided in this Agreement, the Subscription and License Grant do not convey any rights in the SUPPLIER Product, express or implied, or ownership in the SUPPLIER Product, or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by SUPPLIER and its licensors.

- 3.9. **Client Proprietary Rights.** SUPPLIER acknowledges that, as between the Parties, Client is the sole owner of the Client Data. Subject to the terms and conditions of this Agreement, Client grants SUPPLIER a right (“**Use Right**”) to copy, store, record, transmit, display, reproduce, or otherwise use the Client Data to: (a) provide the SUPPLIER Product to Client or its Authorized Users; and (b) as necessary to monitor, operate, and improve the SUPPLIER Product.
- 3.10. **Restriction on Client Testing.** Unless specifically agreed to by SUPPLIER, Client shall not conduct security vulnerability scanning, application penetration testing, static analysis, stress testing or other such testing on the SUPPLIER Product or SUPPLIER’s hosting site. Any such activities by Client will be subject to suspension of Client’s account until such activity is stopped.
- 3.11. **Use Limits and Overages.**
- 3.11.1. If the Use Limit for a SUPPLIER Product relates to transactions (“**Transactions**”) (for example: resumes processed, job board postings, emails sent, etc.) in a particular period Client may be allowed to exceed the Use Limit in SUPPLIER’s sole discretion. In the event Client exceeds such Transaction limit for the particular period Client will be billed for a block of Transactions at the then current Fee for additional Transactions, or if no set Transaction block and related Fee is specified on the Order or Documentation, a number of transactions equal to 10% of the number of Transaction Use Limit set forth in the Order or Documentation (“**Transaction Overage Block**”) at the average price per Transaction that Client is paying for Transactions in that period. If Client exceeds the cumulative Use Limit plus purchased Transaction Overage Blocks, an additional Transaction Overage Block will be billed. Transaction Overage Blocks are only usable until the next annual anniversary of the Order Effective Date.
- 3.11.2. If the SUPPLIER Product Use Limit related to the number of users, then Client’s user accounts are for named users and are to be used by only the single Client employee or subcontractor assigned to the account. Client may reassign user accounts to different Client employees or subcontractors, but not so as to defeat the concept that the user account is for the use of a single individual and not to be shared.
- 3.12. **Product Dependencies.** As indicated in the Documentation, some product features and SUPPLIER Products require Client to also have ordered other product features, SUPPLIER Products, or utilize a third-party connection.
- 3.13. **Languages.**
- 3.13.1. SUPPLIER Products have varying capabilities related to languages other than English as specifically set forth in the Documentation.
- 3.13.2. Data sourced from applicants or other systems (SUPPLIER Products or third-party) is presented in SUPPLIER Products in its source language.
- 3.14. **Third-party Connections.**
- 3.14.1. **Certain** SUPPLIER Products allow Client to configure them to interact with third-parties. Client is responsible for any required third-party account setup or fees levied by such third-parties for using their services. SUPPLIER is only acting as an agent for Client in Client’s interactions with such third-parties through the SUPPLIER Product and is authorized by Client to utilize Client’s third-party account credentials as required to provide the third-party services or information through the SUPPLIER Product. Client shall provide SUPPLIER with any relevant terms and conditions from Client’s agreement with each third-party to allow SUPPLIER to comply with such agreement. Some third-parties restrict the ability of agents to access services that the third-party provides Client and may require Client to execute additional agreements to enable the SUPPLIER Product to interact with the third-party.
- 3.14.2. The SUPPLIER Product interacts with a third-party service through interfaces controlled by the third-party, therefore, SUPPLIER has no control as to the availability of the third-party interface or the use of the third-party service

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through the SUPPLIER Product. SUPPLIER is not responsible for the availability of a particular third-party service in the SUPPLIER Product, because each third-party controls access to its third-party service.

3.14.3 The Order will indicate the number and type of third-party interfaces to be active for the SUPPLIER Product. Client may select the actual third-party interfaces that SUPPLIER provides support for from time to time, subject to any limits on the number of third-party interfaces indicated on the Order or the Documentation, and payment of any applicable interface activation fees. Client acknowledges that there is no guarantee that a particular third-party interface is, or will remain, available. Additional available third-party interfaces may be ordered by Client by way of an Order.

3.14.4. SUPPLIER's sole obligations to Client with respect to third-party interfaces is to make reasonable efforts to support and maintain existing third-party interfaces, to deliver Client's instructions to third-parties through such interfaces, and to obtain, on Client's behalf and request, data from third-parties through such interfaces. SUPPLIER has no obligation to Client regarding the completion by the third-party of Client's instructions delivered to the third-party through the SUPPLIER Product third-party interface.

3.15. Publicly Disclosed Information.

3.15.1. Client is solely responsible for providing the design, content, and the entry of content into websites that are displayed in a SUPPLIER Product.

3.15.2. Client acknowledges that SUPPLIER has no control over any content once it has been published, released, or posted in the public domain as requested or approved by Client, including the entry of content into the websites that are displayed in a SUPPLIER Product, and any content that is deleted from those websites may nevertheless still be available or referenced on the Internet due to Internet caching on the part of third-parties.

3.15.3. SUPPLIER has the right, but has no obligation, to remove any content it reasonably determines is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable, or violates a Party's or third-party's intellectual property rights from a SUPPLIER Product.

4. Confidential Information.

- 4.1. For purposes of this Agreement, confidential information ("**Confidential Information**") includes: (1) the terms of this Agreement; (2) Client Data; (3) the Documentation; (4) any Personal Information; and (5) any information that it would be reasonable for the receiving Party to consider at the time of disclosure as confidential. Each Party shall: (a) keep confidential all Confidential Information disclosed to it by the other Party; (b) ensure its Employees, Subcontractors, agents, and third-parties who have access to Confidential Information keep it confidential, and (c) protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own, but always exercising at least a reasonable degree of care in the protection of such Confidential Information.
- 4.2. Notwithstanding anything to the contrary herein, a Party has the right to disclose Confidential Information on a need-to-know basis to its Employees, Subcontractors, agents, and third-parties who have executed written agreements requiring them to (1) maintain such information in strict confidence and use it only to facilitate the performance of their services for the party in connection with the performance of this Agreement, and, (2) if a Subcontractor, agent or third-party, have an appropriate information security program in operation. A Party is responsible for the actions and disclosures of Employees, Subcontractors, agents, and third-parties to which it discloses Confidential Information. A list of Subcontractors that provide a material portion of the SUPPLIER Service or who have access to Client's Personal Information is available at <https://www.jobvite.com/terms-of-use/sub-processors/>.
- 4.3. Subject to Section 5, Confidential Information does not include information which the recipient can demonstrate: (i) is known publicly at the time of disclosure without the fault of the recipient; (ii) has become known publicly, without breach hereof by the recipient, subsequent to disclosure by the disclosing Party; (iii) the recipient becomes aware of from a third-party not bound by nondisclosure obligations to the disclosing Party and with the lawful right to disclose such information to the recipient; or (iv) the recipient independently develops without the use of or reference to the disclosing Party's Confidential Information.

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- 4.4. This Section 4 does not prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority. Unless prohibited by law, each Party shall give the other Party prompt notice of the receipt of any subpoena or other request for such disclosure and reasonably cooperate with the Party seeking a protective order or other confidential treatment of any Confidential Information that it has disclosed to the recipient.
- 4.5. Following the termination of the last Order under this Agreement each Party shall (1) destroy any Confidential Information held of the other Party and, if requested by the disclosing Party, certify such destruction or (2) return any Confidential Information held of the other Party if requested by the disclosing Party within 30 days following such termination. Confidential Information contained in standard backups of the SUPPLIER Product will be deleted in the normal backup cycle that SUPPLIER follows, not to exceed 9 months following the end of the Term related to that SUPPLIER Product.

5. Personal Information

- 5.1. Confidential Information considered Personal Information under any relevant Data Security Laws applicable to Client and/or SUPPLIER will be subject to the higher standard of such Data Security Laws for Personal Information that are applicable to the recipient of such Personal Information. The recipient will act as a data processor of any Personal Information it receives and the discloser will act as a data controller. Client is responsible for all Data Security Law notices and consents related to Client's use of the SUPPLIER Product and the transfer to and processing by SUPPLIER of the Personal Information. SUPPLIER shall comply with all applicable Data Security Laws to the extent that such laws by their terms impose obligations directly upon SUPPLIER as a processor in connection with the use of the SUPPLIER Product specified in the Order. Each Party shall reasonably cooperate with the other Party to assist each Party to comply with the Data Security Laws applicable to it.
- 5.2. Client controls what Personal Information it elects to provide to SUPPLIER for processing in the SUPPLIER Products and SUPPLIER has no control over the nature, scope, origin of, or the means by which Client acquires such Personal Information. Client is solely responsible for determining the requirements of laws or regulations applicable to Client's business or Client's use of the SUPPLIER Products including obtaining all necessary consents, licenses, and approvals, or having a valid legal basis under Applicable Laws for the transfer of the Client Personal Information to SUPPLIER (including exporting of Personal Information to the physical jurisdiction where processing will occur) and the processing of such Personal Information by SUPPLIER.
- 5.3. **Location of Processing Personal Information.** The SUPPLIER Products process Personal Information in Canada and the United States and SUPPLIER Employees provide related services to Client (which may require accessing Client Personal Information) from Canada, the United States, the United Kingdom, and India.
- 5.4. **Duration of Processing Personal Information.** The SUPPLIER shall process the Client's Personal Information to the date 30 days following instructions from Client to delete such data or the end of the last Order in accordance with Section 4.5, including the retention of backups through SUPPLIER's normal backup cycle, not to exceed 12 months.
- 5.5. **Personal Information Subject to USA Data Security Laws.** Should a Party disclose Personal Information subject to Data Security Laws in the United States in accordance with this Agreement then the Parties acknowledge and agree that SUPPLIER is a Service Provider and receives Personal Information pursuant to the business purpose of providing the SUPPLIER Products to Client in accordance with this Agreement. For the avoidance of doubt, SUPPLIER shall not: (a) sell Client Personal Information; (b) retain, use, or disclose Client Personal Information for any purpose other than for the specific purpose of providing the SUPPLIER Product in accordance with this Agreement; (c) retain, use, or disclose Personal Information for a commercial purpose other than providing the SUPPLIER Product; or (d) retain, use, or disclose Client Personal Information outside of the direct business relationship between Client and SUPPLIER. SUPPLIER certifies that SUPPLIER understands the restrictions in this Section and will comply with them in accordance with the requirements of applicable U.S. Data Protection Laws, including the *California Consumer Privacy Act*.
- 5.6. **Personal Information Subject to EU Data Security Laws.** Should a Party disclose (or be required to disclose) Personal

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Information subject to the Data Security Laws of the European Union in accordance with this Agreement then the disclosing Party may request and the receiving Party will reasonably co-operate with, the execution of a *Data Protection Addendum* including the Standard Contractual Clauses for the transfer of Personal Information as approved from time to time for such transfers outside of the European Union by the applicable European legal authority and such other provisions as may be required to comply with the Data Security Laws of the European Union. In such circumstances, the receiving Party will ensure it has appropriate agreements and other provisions in effect consistent with the requirements of the Data Security Laws of the European Union, with any Subcontractors who may process such EU Personal Information on the receiving Party's behalf.

- 5.7. **Data Subject Requests.** SUPPLIER shall promptly forward any requests from data subjects (individuals) related to their Personal Information ("**Data Subject Request**") to Client and only respond to the Data Subject Request by directing the requestor to contact Client directly. To the extent that Client requires functionality that is not available in the SUPPLIER Product interface to comply with a Data Subject Request, SUPPLIER shall provide reasonable assistance to Client to enable Client to comply with applicable Data Security Laws.
- 5.8. **Security Breach Reporting.** In the event of a Security Breach involving the Personal Information of the other Party, the affected Party shall promptly inform the other Party of the fact of the Security Breach and co-operate with that Party in complying with its applicable Data Security Laws. The Party that suffered the Security Breach shall investigate the root cause of the Security Breach and implement such reasonable remediation to mitigate the extent of the Security Breach and prevent similar future Security Breaches, and provide information related to the Security Breach and its mitigation to the other Party.
- 5.9. if a Party is unable to meet its obligations in this Agreement related to Personal Information provided to it by the Disclosing Party, the Party shall promptly inform the Disclosing Party of that fact.

6. Security.

- 6.1. Each Party shall protect any Personal Information disclosed by the other Party by implementing appropriate administrative, physical, and technical safeguards in its business, systems, and the SUPPLIER Product to prevent Security Breaches from occurring that are at least as rigorous as accepted industry practices such as ISO/IEC 27001:2013 and ISO/IEC 27002:2013.
- 6.2. The SUPPLIER Product is only for use with data related to employment recruiting and marketing. Therefore, Client shall not provide SUPPLIER with access to health, payment card, or similarly sensitive personal information that imposes specific data security requirements for the processing of such data and SUPPLIER will have no obligation under this Agreement to provide such additional requirements.
- 6.3. SUPPLIER shall conduct background checks on its employees, (and require its Subcontractors to perform such background checks on their employees), who have access to Client Data. Subject to applicable laws, such background checks will include: identity verification, education verification, employment verification, criminal history, OFAC search, OIG/GSA search, and I9 verification (for US employees). Background checks will be performed on hiring and repeated on at least a 24-month basis.
- 6.4. SUPPLIER shall maintain a disaster recovery plan related to the Hosted Service and a business interruption recovery plan related to its business and shall test such plans at least annually. SUPPLIER shall provide Client with a copy of such plans, confirmation of annual testing and any major identified deficiencies from testing and related remediation plans on Client's request.
- 6.5. **Audits**
 - 6.5.1. Client may perform a security audit of SUPPLIER's security obligations under this Agreement up to once per year or more frequently if Client has such an obligation under applicable Data Security Laws. If a third party is to be used by Client to conduct such audit, the third party must be mutually agreed to by Client and SUPPLIER and must execute a reasonable written confidentiality agreement with SUPPLIER before conducting the audit. The audit must be conducted during regular business hours at the applicable SUPPLIER facility subject to SUPPLIER policies, and may not

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unreasonably interfere with SUPPLIER business activities.

6.5.2. To request an audit, Client must submit a detailed audit plan to SUPPLIER at least 2 weeks in advance of the proposed

audit date. The audit plan must describe the proposed scope, duration, and start date of the audit. SUPPLIER will review the audit plan and provide Client with any concerns or questions. SUPPLIER and Client will work cooperatively to agree on a final audit plan within 10 business days of the submission of the audit plan. If the requested audit scope is addressed in a SSAE 18 / ISAE3402 Type 2, ISO, NIST, PCI DSS, HIPAA or similar audit report performed by a qualified third-party auditor within the prior 12 months and there is confirmation there are no known material changes in the controls audited, Client agrees to accept those findings in lieu of requesting an audit of the controls covered by the report. The third-party audit report and findings are Confidential Information of SUPPLIER.

6.5.3. Client shall provide SUPPLIER any audit reports generated in connection with any audit performed under this section, unless prohibited by law. Client may use the audit reports solely for the purposes of meeting its regulatory audit requirements or confirming compliance with the requirements of this Agreement. The audit reports are Confidential Information of the Parties.

6.5.4. Any audits are at Client's expense; provided however, SUPPLIER shall bear the cost and expense of its own efforts to cooperate and support the audits.

7. Warranties.

- 7.1. **Authority.** Each Party represents and warrants that: (a) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement; (b) the person executing this Agreement on its behalf has express authority to do so and to bind the Party; and (c) that the entity or individual name which it has provided on its own behalf for this Agreement is a true and accurate representation of its legal identity.
- 7.2. **Lawful Conduct.** Each Party represents and warrants that it has and will comply with all local, state, provincial, federal, and foreign laws, treaties, regulations, and conventions related to its use or provision of the SUPPLIER Product, as applicable, including those related to privacy, human rights, hiring practices, Electronic Communication, credit reporting, background checks, anti-spam legislation, anti-bribery, and the US Foreign Corrupt Practices Act ("FCPA").
- 7.3. **Warranty of Functionality.** During the SUPPLIER Product Term specified in the Order, SUPPLIER warrants to Client that the SUPPLIER Product will achieve in all material respects the functionality described in the Documentation and that such functionality will be maintained in all material respects in subsequent Updates to the SUPPLIER Product. SUPPLIER does not warrant that the SUPPLIER Product will be error-free. In the event that material functionality is reduced in an Update, Client's sole and exclusive remedy is that: (1) Client may within 60 days of the first instance of the reduction in material functionality request that SUPPLIER modify the SUPPLIER Product to achieve in all material respects the prior functionality described in the Documentation; and (2) if SUPPLIER does not restore such functionality within 60 days of receiving such request from Client, then Client may during the 30 days following the end of the 60 day period SUPPLIER had to restore functionality, terminate the Order with immediate effect as it relates to the SUPPLIER Product with reduced material functionality, and Client will receive a refund of Fees prepaid under this Agreement for the remaining but undelivered use of such SUPPLIER Product from the date of its initial notice to SUPPLIER of the reduced material functionality. SUPPLIER will have no obligation with respect to any warranty claim unless Client provides SUPPLIER with written notice of such claim within 60 days of the first instance of any material functionality problem.
- 7.4. **Non-Infringement Warranty.** SUPPLIER warrants it has the full power and authority to grant the Subscription and License Grant, and that the authorized use by Client of the SUPPLIER Product as described herein will not, as of the Effective Date, in any way constitute an infringement or other violation of any Canadian, United States, United Kingdom, or European Union Member country copyright, trade secret, patent, or other rights of any third-party.
- 7.5. **Services Warranty.** With respect to the Implementation Services and any Additional Professional Services Client purchases as specified in the Order, SUPPLIER warrants that: (1) SUPPLIER and each of its employees, consultants, and Subcontractors (if any) it uses to provide and perform the Implementation Services and Additional Professional Services

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under this Agreement has the necessary knowledge, skills, experience, qualifications, rights, and resources to provide and perform the same in accordance with this Agreement; and (2) the Implementation Services and Additional Professional Services will be performed for and delivered to Client in a good, diligent, and workmanlike manner in accordance with general industry standards.

- 7.6. **No Computer Viruses Warranty.** SUPPLIER warrants that the SUPPLIER Product is free of computer viruses, Trojan horses, worms, spyware, or other malicious code or components.
- 7.7. **Voiding of Warranties.** The warranty in Section 7.4 will be void as to the SUPPLIER Product where the non-compliance is caused by or to the extent related to Client's use of the SUPPLIER Product in conjunction with software or other products not included with the SUPPLIER Product or contemplated to be used with the SUPPLIER Product in the Documentation, or upon a use of the SUPPLIER Product in a manner not contemplated in the Documentation.

8. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED IN SECTION 7, NEITHER PARTY MAKES ANY WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 7.

9. Limitation of Liability

- 9.1. **Limitation of Types of Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES OF ANY TYPE OR KIND, INCLUDING LOSS OF CLIENT DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE, ARISING FROM ANY BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS IT CONTEMPLATES.
- 9.2. **Limitation on Amount of Damages.** The maximum liability of either Party to the other Party arising out of or related to this Agreement or any of the transactions it contemplates, other than as a result of the willful misconduct or gross negligence of a Party, whether such liability arises from a claim based on breach or repudiation of contract, breach of warranty, tort, or otherwise, will in no case exceed the equivalent of 24 months in Fees related to the applicable SUPPLIER Product as of the time of the event giving rise to such liability. The essential purpose of this provision is to limit the potential liability of the Parties arising out of or related to this Agreement or any of the transactions it contemplates.
- 9.3. **Indemnity Obligations Excluded.** The limitation of liability set forth in this Section 9 does not apply to either Party's indemnity obligations set forth in Section 10 below.

10. Indemnification

- 10.1. **Infringement.** SUPPLIER shall defend Client from and against any claim, demand, suit, action, or proceeding brought by a third-party (a "**Third-party Claim**") against Client and indemnify and hold Client harmless from any costs, liabilities, losses, and expenses, including reasonable attorneys' fees and legal costs (collectively, "**Losses**") awarded by a court or incurred pursuant to this Section in connection with a Third-party Claim which arises out of or results from the infringement of a Canadian, United States, United Kingdom, or European Union Member Country copyright, patent, or misappropriation of a trade secret relating to the SUPPLIER Product, provided that: (1) Client promptly, gives SUPPLIER notice of the Third-party Claim; (2) Client gives SUPPLIER sole control of the defense and related settlement negotiations; (3) Client promptly provides SUPPLIER with all reasonably available information and assistance necessary to perform SUPPLIER's obligations under this Section 10.1 (at SUPPLIER's cost); and (4) the Third-party Claim does not result from: (a) the use of the SUPPLIER Product in conjunction with software or other products not included with the SUPPLIER Product or contemplated to be used with the SUPPLIER Product in the Documentation; or (b) use of the SUPPLIER Product in a manner not contemplated in the Documentation. If the SUPPLIER Product is held to infringe any intellectual property right, SUPPLIER may, in its sole discretion and at its own expense: (i) procure a license that will protect Client against such Third-party Claim without cost to Client; (ii) replace the SUPPLIER Product with non-infringing SUPPLIER Product with equivalent functionality; or (iii) terminate this Agreement. Provided SUPPLIER complies with this Section,

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Client will have no other remedy against SUPPLIER related to the subject matter of this section, with the sole exception of terminating this Agreement. Upon any such termination of this Agreement, SUPPLIER shall provide Client a refund of the Fees prepaid under this Agreement for the remaining but undelivered use of such SUPPLIER Product following the date of the termination.

- 10.2. **Disclosure of Client Data.** SUPPLIER shall defend Client and indemnify and hold Client harmless against any Losses awarded by a court or incurred pursuant to this Section in connection with (i) a Third-party Claim alleging a breach of confidentiality or applicable Data Security Laws, or (ii) a legal obligation under applicable Data Security Laws, either of which arises out of or results from SUPPLIER's negligence or willful misconduct: (a) in disclosing or preventing unauthorized access to Client Data; or (b) that breaches a Data Security Law, provided Client: (1) promptly gives SUPPLIER notice of any such Third-party Claim; (2) gives SUPPLIER sole control of the defense and related settlement negotiations; and (3) promptly provides SUPPLIER with all reasonably available information and assistance necessary to perform SUPPLIER's obligations under this Section 10.2 (at SUPPLIER's cost). Provided SUPPLIER complies with this Section 10.2, Client will have no other remedy against SUPPLIER related to the subject matter of this section, with the sole exception of terminating this Agreement; upon any such termination of this Agreement, SUPPLIER shall provide Client a refund of the Fees prepaid under this Agreement for the remaining but undelivered use of such SUPPLIER Product following the date of the termination.
- 10.3. **Client's Indemnity Obligations.** Client shall defend SUPPLIER and indemnify and hold SUPPLIER harmless against any Losses awarded by a court or incurred pursuant to this Section arising out of or related to a Third-party Claim against SUPPLIER: (1) alleging that the Client Data, or any use thereof, infringes the legal or intellectual property rights of any third-party including any rights related to the transfer to or processing of Client Personal Information by SUPPLIER in accordance with this Agreement; (2) alleging that Client's use of the SUPPLIER Product has breached any hiring or anti-discrimination laws; (3) if the Third-party Claim results from the use of the SUPPLIER Product in conjunction with software or other products not included with the SUPPLIER Product or contemplated to be used with the SUPPLIER Product in the Documentation; or (4) upon a use of the SUPPLIER Product in a manner not contemplated in the Documentation, provided that SUPPLIER: (i) promptly, provides Client notice of the Third-party Claim; (ii) gives Client sole control of the defense and related settlement negotiations; and (iii) promptly provides Client with all reasonably available information and assistance necessary to perform Client's obligations under this Section 10.3 (at Client's cost). Provided Client complies with this Section 10.3, SUPPLIER will have no further remedy against Client related to the subject matter of this section.

11. Suspension – Termination.

- 11.1. **Suspension for Immediate or Ongoing Harm.** SUPPLIER reserves the right to temporarily suspend Client's access to or use of the Hosted Service, with reasonably contemporaneous telephonic notice to Client, if SUPPLIER reasonably concludes that Client's use of the Hosted Service is causing immediate or ongoing harm to SUPPLIER or others by causing a disruption of the Hosted Service (e.g. a denial of service attack through a Client career portal). In the event SUPPLIER suspends Client's access to the Hosted Service, SUPPLIER and Client shall use reasonable efforts to resolve the issues causing the suspension of the Hosted Service. SUPPLIER will not be liable to Client for any suspension described in this Section.
- 11.2. **Suspension for Delinquent Account.** SUPPLIER reserves the right to suspend Client's use of the SUPPLIER Product and any related License Grant if Client fails to pay any undisputed invoice after it is due and SUPPLIER has provided Client, following the due date of the invoice, at least 10 days' advance written notice of the suspension and the invoice remains unpaid. Any disputed amounts must be disputed in accordance with Section 1.2.
- 11.3. **In the Event of Material Breach.** Either Party may terminate this Agreement and all Order hereunder upon 30 days' written notice to the other Party in the event of a material breach of any provision of this Agreement by the other Party and where the breaching Party fails to cure such breach within the 30 day notice period. If this Agreement is terminated

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as a result of a breach on SUPPLIER's part, SUPPLIER shall provide Client a refund of the Fees prepaid under this Agreement for the remaining but undelivered use of such SUPPLIER Product following the date of the termination. If this Agreement is terminated as a result of a breach on Client's part, then Client is responsible for all Fees to SUPPLIER that would have occurred under the Order then in effect. A Party shall make any payments required under this Section within 30 days of the termination. In addition, upon a termination pursuant to this Section, all rights to use the SUPPLIER Product and any related License Grants will cease immediately.

- 11.4. **Expiry of Agreement When No Active Orders.** This Agreement will naturally terminate when there have been no Orders with remaining performance obligations (such as a Subscription Term) active under it for a 6 month period.
- 11.5. **On Termination or Expiration of a SUPPLIER Product Term.** Upon the termination or expiration of a SUPPLIER Product Term, Client will have no rights to continue use of such SUPPLIER Product and any related Subscription and License Grants will cease immediately and Client shall: (1) immediately cease to use the SUPPLIER Product; and, if applicable, (2) delete the Optional Software from Client's servers no later than 30 days after such termination or expiration. Following the termination or expiration of a SUPPLIER Product Term, SUPPLIER may immediately deactivate Client's account related to such SUPPLIER Product. Client Data will be retained for at least 30 days and will be deleted from SUPPLIER's servers within 60 days after such termination or expiration in accordance with Section 4.5. Client may request by written notice provided prior to 30 days following the termination or expiration of a SUPPLIER Product Term a copy of Client Data related to the SUPPLIER Product, in an industry standard format.
- 11.6. **Confidential Information Following Termination.** Following the termination or expiry of this Agreement each Party shall comply with Section 4.5 including destroying or returning Confidential Information.
12. **Definitions.** The following definitions apply to this Agreement (in addition to the other defined terms specified elsewhere in this agreement):
- 12.1. **"Additional Professional Services"** means any additional services that Client purchases beyond the scope of the Implementation Services and which are specified in the Order.
- 12.2. **"Affiliate"** means any entity that is controlled by a Party or by the party which controls, or ultimately controls, a Party, including the controlling parties. A Party is responsible for the actions and omissions of its Affiliates as if the Party itself did the action or omission.
- 12.3. **"Client Data"** means data provided to SUPPLIER by Client for processing by the SUPPLIER Product including the results of such processing both during implementing and/or normal use of the SUPPLIER Product. Client Data does not include Operational Data.
- 12.4. **"Data Security Laws"** means all privacy, security, data protection, direct marketing, consumer protection and workplace privacy laws, rules and regulations of any jurisdiction that relate to the collection, use, or disclosure of Personal Information that are specifically applicable to the Party's actions under this Agreement.
- 12.5. **"Documentation"** means the implementation guides, user guides, interface guides, Minimum System Requirements, help files, and other documentation that describe the installation, configuration, requirements, use, and limits of the SUPPLIER Product.
- 12.6. **"Electronic Communication"** means any transfer of signs, signals, text images, sounds, data, or intelligence of any nature transmitted in whole or in part electronically.
- 12.7. **"Employee"** means an individual who is (a) directly an employee of a Party, (b) individuals who are 'leased employees' of third parties providing service to a Party, and (c) individuals who are engaged as subcontractors where, in all cases, the individuals are subject to the same direction and control of the Party including compliance with a Party's policies and security procedures. An Employee is not a Subcontractor.
- 12.8. **"ERP System"** means Client's enterprise resource planning system, human resource information system, or applicant tracking system, as applicable, as indicated on an Order to which the Hosted Service or Optional Software is interfaced, as applicable.
- 12.9. **"Hosted Service"** means the hosted service subscribed to by Client under this Agreement and as indicated on the Order.

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- 12.10. **“Implementation Services”** means the services specified in an Order to initially implement the Hosted Service and Optional Software so that it functions in accordance with the Documentation.
- 12.11. **“Including,”** whether or not capitalized, means “including, but not limited to.”
- 12.12. **“Operational Data”** means data that is generated from Client’s use of the SUPPLIER Product, including the processing of Client Data, that does not identify Client or any specific individual, including aggregate statistical information.
- 12.13. **“Optional Software”** means any software provided to Client in object form to allow Client to better use or interface its ERP System to the Hosted Service subscribed to by Client under this Agreement and as indicated on the Order; for example mobile device applications, browser addins, and ERP System interfaces that must be installed at the Client site (ie for Peoplesoft). Optional Software does not include the software operating the Hosted Service.
- 12.14. **“Order”** means SUPPLIER’s order form evidencing the subscription of a SUPPLIER Product, Implementation Services, and any Additional Professional Services and any subsequent order forms submitted online or in written form, specifying, among other things, the SUPPLIER Product subscribed for, other services contracted for, applicable fees, SUPPLIER Product Term, billing period, and other charges as agreed to between the Parties.
- 12.15. **“Personal Information”** means any information, about an identifiable, natural person including information where there is a serious possibility that the individual could be identified by using that information, alone or in combination with other information.
- 12.16. **“Security Breach”** means a compromise in the security, confidentiality, or integrity of Personal Information for which the Party has a duty of confidentiality to maintain under this Agreement.
- 12.17. **“Subcontractor”** means a third-party that is performing services for a Party related to this Agreement which is not an Employee and which is not subject to the direct control of a Party. It does not include third-parties that do not have access to Client Data. Having access to Client Data does not include access to encrypted data if the entity does not have access to the related encryption key.
- 12.18. **“Term”** means the term of this Agreement, which commences on the Effective Date above and ends on either: (1) the last day of the last SUPPLIER Product Term on the Order; or (2) the date this Agreement is otherwise terminated in accordance with the terms and conditions herein.
- 12.19. **“SUPPLIER Product”** means, collectively, the Hosted Service, Optional Software, and any Additional Professional Services.
- 12.20. **“SUPPLIER Product Term”** means the period specified on an Order for which Client subscribes for a specific SUPPLIER Product.
- 12.21. **“Use Limit”** means a limit on Client’s use of a SUPPLIER Product specified in the Documentation (as they may be changed from time to time) or on the Order. The limit may be transactional in a period (usually a year) such as number of resumes processed, job postings, emails sent, etc., or it may be use related such as the number of users, number of career sites, number of third-party connections, number of talent networks, etc., or it may be quality related such as sent email reputation, resolving of email complaints, etc. The Use Limit specified on an Order will override any Use Limit specified in the Documentation.

13. General.

- 13.1. **Time of the Essence.** Unless expressly stated otherwise herein, time is of the essence for the purpose of the performance of each Party’s obligations under this Agreement and the Order; provided that neither Party shall be responsible for any delay to the extent caused by the other Party.
- 13.2. **Choice Law - Designation of Forum - Waiver of Jury Trial.** Except where governed by the applicable federal laws of the United States, the laws of the State of California (without giving effect to any conflicts of laws principles in either case) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including its interpretation, construction, performance, and enforcement. Any Party bringing a legal action or proceeding against any other Party arising out of or relating to this Agreement shall bring such legal action or proceeding in the courts of San Francisco, California. Each Party waives, to the fullest extent permitted by law: (1) any objection which it may now or later

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have to the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any court in San Francisco, California; and (2) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement and the transactions it contemplates; this waiver applies to any action or legal proceeding, whether sounding in contract, tort, or otherwise. In the event of any legal action or proceeding between the Parties hereto, the prevailing Party will be entitled to an award of reasonable attorney fees and costs. The *International Sale of Goods Act* and the *United Nations Convention on Contracts for the International Sale of Goods* have no application to this Agreement.

- 13.3. **Trademark Information.** The trademarks and service marks of each Party will not be used in any manner without the other Party's prior written consent. Notwithstanding the foregoing, SUPPLIER has the right to name Client as a user of the SUPPLIER Product.
- 13.4. **Notices.** Except as otherwise provided in this Agreement, the Parties shall provide all notices required under this Agreement related to (a) notices of default and right to cure, if applicable; (b) notices intended to amend the Agreement; and (c) notices of termination, in writing and such notices will be deemed given when delivered by hand or courier, facsimile, electronic transmission, or five days after mailing, postage prepaid, by certified mail, return receipt requested. All other notices may also be delivered by electronic mail, and will be deemed given upon personal electronic reply acknowledging receipt. The address for notices in the case of Client is as appears on page 1 of this Agreement; and in the case of SUPPLIER, to: Jobvite, Inc., Attention: Corporate Secretary, 300 – 20 North Meridian Street, Indianapolis, IN 46204 (email: corporate.secretary@Jobvite-inc.com). In all cases in this Agreement where an address, telephone number, email address, or Internet web page is specified, the same may be changed at any time by a Party notifying the other Party in accordance with this Section 13.4.
- 13.5. **Assignment and Delegation – Successors and Assigns.** Neither Party may assign any of its rights nor delegate any performance under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, such consent is not required to assign: (1) to the successor of all or substantially all of either Party's business or assets; or (2) for SUPPLIER to make an assignment or delegation to a subsidiary or affiliate that provides the SUPPLIER Product to Client. Any purported assignment of rights or delegation of performance in violation of this Section is void. This Agreement binds and benefits the Parties' respective successors and permitted assigns.
- 13.6. **Force Majeure.** Neither Party will be liable for any failure or delay in performance under this Agreement (other than for a delay in the payment of money due and payable hereunder) to the extent such failure or delay is caused by conditions beyond the reasonable control of and not the fault of the nonperforming Party, including Acts of God, earthquakes, floods, fire, hurricanes, unusually extreme or severe weather, wars, insurrections, terrorism, riots, labor stoppage, criminal acts of third-parties (collectively, a "**Force Majeure Event**"), provided that the nonperforming Party gives the other Party prompt written notice, with full details following the occurrence of the cause relied upon. Any dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any Force Majeure Event.
- 13.7. **Independent Parties.** Nothing in this Agreement is intended to create a joint venture, partnership, agency (not including the narrow agency exception provided for in Section 3.14.1), or employment relationship between the Parties. Neither Party by virtue of this Agreement has any right, power, or authority to act or create any obligation, express or implied, on behalf of the other Party.
- 13.8. **Rights and Remedies Cumulative.** The rights and remedies set forth in this Agreement are not intended to be exhaustive and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently exist in law or in equity or by statute or otherwise.

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- 13.9. **Amendments – Waiver.** Any amendment to this Agreement must be in writing and signed by both Parties. No provision, right, power, or privilege in this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.
- 13.10. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, in whole or in part, such provision will be ineffective to the extent of such illegality, invalidity, or unenforceability without invalidating the remainder of such provision or the remainder of this Agreement.
- 13.11. **Headings.** The section headings used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
- 13.12. **Construction.** This Agreement will be construed as if drafted by both Parties and will not be strictly construed against either Party.
- 13.13. **Survival.** After termination or expiration of this Agreement, all provisions relating to payment will survive until completion of the required payments. In addition, provisions of this Agreement, which by their express terms or context impose continuing obligations on the Parties will survive the termination or expiration of this Agreement.

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Schedule B - Post Deployment Support and Availability

1. **Definitions.** In this Schedule there are the following definitions in addition to those in the Agreement:

- 1.1. **“Available”** means that the Hosted Services are functioning and connected to the internet at the point where the SUPPLIER hosting site interfaces with the internet. Not being Available does not include general internet disruptions, disruptions in Client’s connection to the internet, or *force majeure* events.
- 1.2. **“Availability Percentage”** means the calculation taking (1) the number of minutes the Hosted Services was Available in a given month and (2) the total number of minutes in a given month less the number of minutes it was not Available in Scheduled Maintenance Windows and Force Majeure Events, and dividing the first number by the second number. This is calculated for each SUPPLIER Product separately.
- 1.3. **“Business Day”** means Sunday through Friday, excluding the following holidays: New Year’s Day, Good Friday, Memorial Day (USA), Labor Day, Thanksgiving Day (Canada) /Columbus Day (USA), Thanksgiving Day (USA), Christmas Day, and Boxing Day (Canada).
- 1.4. **“Business Hours”** means 6:00PM ET Sunday to 9:00PM ET Friday every Business Day.
- 1.5. **“Case”** is an occurrence of a Client Support Request logged with SUPPLIER.
- 1.6. **“Client Support Request”** is a Post Deployment request originating with the Client for support in one of a number of areas, listed as follows:
 - 1.6.1. **“Administrative Support Request”** is a request for assistance with the management of Client’s account with SUPPLIER, examples for clarity being modifications to account setup at SUPPLIER, the handling of questions concerning invoicing and billing, or the management of Named Support Contacts.
 - 1.6.2. **“Developer Support Request”** is a request for assistance arising from Client developers and technical staff that require assistance in integrating, configuring, or maintaining the SUPPLIER Products.
 - 1.6.3. **“Error Support Request”** is the reporting by Client of a possible non-conformity or defect in a SUPPLIER Product that is being used in the Client production environment.
 - 1.6.4. **“End User Support Request”** is a question or issue encountered by the end user of a SUPPLIER Product, including Client employees and third-party users (such as candidates and other web site visitors)
- 1.7. **“Client Support Services”** means the services delivered by the SUPPLIER Client Support Team related to a Case.
- 1.8. **“ET”** is Eastern Standard Time or Eastern Daylight Savings Time as applicable;
- 1.9. **“Named Support Contact”** are individuals nominated by Client as approved to submit a Case to SUPPLIER.
- 1.10. **“Post Deployment”** means the time following the first use of the SUPPLIER Product by Client in a production environment for normal business purposes.
- 1.11. **“Scheduled Maintenance Windows”** means the three-hour periods commencing at 11 p.m. ET Wednesday and Friday nights and the 5 hour period commencing at 11 p.m. ET Saturday night.
- 1.12. **“Support Email Address”** is an email address to which Client Support Requests can be submitted, and is currently jobvitecares@jobvite-inc.com.
- 1.13. **“Support Telephone”** is 1-855-315-4473 (US/CAN), +44-800-0868-665 (UK), or +1-541-229-1265 for making Client Support Requests during Business Hours.
- 1.14. **“Support Web Site”** is a website containing service information and allowing submission of Client Support Requests obtained from the ‘Support’ link at www.jobvite.com.

2. SUPPLIER Product Availability

- 2.1. **SUPPLIER Product Availability Commitment.** During the SUPPLIER Product Term SUPPLIER commits that the Hosted Service related to a SUPPLIER Product will achieve an Availability Percentage of 99.5%
- 2.2. **Internet Disruption** Client acknowledges that SUPPLIER does not and cannot control the transmission of data between the data center containing the Hosted Service and Client over the internet public circuit. At times, actions or inaction of third-parties can impair or disrupt Client’s or SUPPLIER’s connections to the internet public circuit (or portions thereof); accordingly, SUPPLIER has no liability or obligation to Client resulting from or related to such events.

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- 2.3. **Notification of Maintenance.** SUPPLIER shall make reasonable efforts to notify Client at least 7 days in advance of all regularly scheduled maintenance sessions where SUPPLIER anticipates a disruption of the Hosted Service. SUPPLIER shall make reasonable efforts to notify Client in advance of emergency maintenance sessions. Notice is provided by SUPPLIER to Client either through online notices in the SUPPLIER Product, on the SUPPLIER web site, or through communication from the SUPPLIER Account Manager.
- 2.4. **Monitoring.** SUPPLIER uses a variety of solutions to monitor the various Hosting Services that generate reports regarding the Availability of the Hosted Service. SUPPLIER shall provide summary Availability information to Client by way of periodic reporting which may include on-line web pages.
- 2.5. **Service Credit.** If in a given Post Deployment calendar month the SUPPLIER Product Availability Commitment is not met, then Client’s sole and exclusive remedy will be (i) to receive a service credit equal to the Service Credit Percentage as shown in the following table times the monthly subscription Fee for (annual Fee divided by 12) the particular SUPPLIER Product affected; and (ii) the termination right in Section 2.9.

Availability Percentage Achieved = X		Service Credit Percentage
If X is >=99.5%	then	0%
If X is >=98.5% and <99.5%	then	15%
If X is >=95% and <98.5%	then	30%
If X is >=90% and <95%	then	40%
If X is <90%	then	50%

- 2.6. Any service credit is expressly conditional upon Client providing SUPPLIER with written notice of such failure by the 20th day of the month following such service level failure. Client is not eligible for a service credit under this Section if Client has undisputed, unpaid invoices that are more than 30 days past their due dates at the end of the month the SUPPLIER Product Availability Commitment is not met.
- 2.7. Any service credit will be applied to any current or future Fees Client is obligated for under this Agreement. Should this Agreement expire or be terminated any outstanding service credits will be paid to Client in cash within 30 days of the expiry or termination of this Agreement.
- 2.8. If multiple SUPPLIER Products are purchased under an Order for a single Fee, the total Fee shall be allocated equally to each SUPPLIER Product for the purposes of calculating a monthly subscription Fee for a particular SUPPLIER Product.
- 2.9. **Repeating Issues.** If the Hosted Service fails to meet the SUPPLIER Product Availability Commitment in three of five consecutive months Client may, during the 30 days following such occurrence, provide SUPPLIER with up to 90 days’ notice of termination of the Agreement and SUPPLIER shall provide Client a refund of the Fees prepaid under this Agreement for the remaining but undelivered use of such SUPPLIER Product following the date of the termination.

3. Issues not Covered by Post Deployment Support.

- 3.1. The following available services are not included by Post Deployment Support:
 - 3.1.1. End User Support Requests.
 - 3.1.2. Client integrations and related programing in or issues with the configuration of the Client’s ERP or HR Information System (ie iCIMS, Peoplesoft, iRec, Oracle, Taleo, SuccessFactors, Workday, Infor, etc.) or other third-party software (other than changes to the ERP software by the ERP manufacturer which render the integration to the SUPPLIER Product unusable) except at an additional fee to be agreed upon through a new Order.
 - 3.1.3. Talent Generation Program Consulting.
 - 3.1.4. Training Services except at an additional fee to be agreed upon through a new Order.
 - 3.1.5. Any disruption of the internet between the Hosted Service and the Client.
 - 3.1.6. Any configuration changes made to Client software that disrupts the connection between the SUPPLIER Integrator

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and the Client software.

3.1.7. Provision of any content to the SUPPLIER Products.

3.1.8. Interconnections between SUPPLIER Products and third-party services (for example job boards) and the results of requests made of third-party services through SUPPLIER Products.

4. Client Support Services Procedure.

- 4.1. **Authorized Parties to Make Client Support Requests.** Client shall provide SUPPLIER with the contact information of Named Support Contacts who shall be responsible to make Client Support Requests. SUPPLIER shall provide Client Support Services to Client through the Named Support Contacts.
- 4.2. Named Support Contacts shall send Client Support Requests to the Support Email Address, called in to the Support Telephone, or logged in the Support Web Site.
- 4.3. The Support Web Site can be used to access support hours, support contact information, and to log support requests.
- 4.4. **Administrator and Developer Support Requests.** Administrator Support Requests and Developer Support Requests that are sent to the Support Email Address, called in to the Support Telephone, or logged in the Support Web Site received during Business Hours will be replied to within 4 Business Hours. If received after Business Hours they will be replied to by 12 noon ET on the next Business Day.
- 4.5. **Error Support Requests.** Error Support Requests create Cases that are responded to in accordance with the Severity Level that is assigned to them.
- 4.6. **Initial Assignment of Severity Level.** The Client may initially provide input as to the Severity Level of an Error Support Request. If no Severity Level is initially provided by Client the Severity Level will be deemed to be Level 4. The Client shall provide sufficient information to allow SUPPLIER to establish the symptoms, software version environment, involved data and steps required to reproduce the problem.
- 4.7. **Setting of Severity Level.** The initial Severity level assigned is subject to review by the assessing SUPPLIER Support Specialist. Severity Level is finalized by the SUPPLIER Support Specialist when the Error Support Request is made by interaction between the Client and the SUPPLIER Support Specialist, such as by telephone. The Severity Level shall be set in a reasonable manner by SUPPLIER, guided by the Severity Level description below. Should SUPPLIER find that Client is consistently inflating the Severity Level of Error Support Case from what is reasonable, including prior workarounds or resolutions having been provided to Client by SUPPLIER for such Errors, SUPPLIER shall in an Account Review process develop with Client a means to resolve this issue so that the limited resources are available for resolving true Severity 1 and 2 issues.
- 4.8. **Verification of Error Support Case.** SUPPLIER must be able to reproduce the reported event underlying the Error Support Case. Client shall co-operate with SUPPLIER in reproducing and investigating the circumstances leading to the reported event. Should the reported event be unable to be reproduced by SUPPLIER and Client the Error Support Case will be closed and SUPPLIER shall notify Client of such closing.
- 4.9. **Misidentified Error Support Requests.** Error Support Requests that are misidentified and actually Administrator or Developer Support Requests will be re-designated appropriately. Error Support Requests that are out of scope shall be closed by SUPPLIER.
- 4.10. **Revision of Severity Level.** SUPPLIER may on investigation reasonably change the Severity Level of an Error Support Case following review and investigation of the reported event to match the Severity Level description below and shall notify Client of such change.
- 4.11. **Client update communications.** SUPPLIER shall make reasonable efforts to communicate with the Client with the frequency described under "Service Levels in Business Hours".
- 4.12. **Client obligations to assist Resolution of an Error Support Case.** Client must make available to SUPPLIER information and Client technical support staff as reasonably required by SUPPLIER to diagnose, identify, resolve, and confirm resolution of an Error Support Case. The resolution targets are specifically dependent on Client fulfilling this obligation.
- 4.13. **Client requested escalation procedures.** Client may, should SUPPLIER fail to follow the communication targets or if Client

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has other reasonable concerns about a Case, escalate a Case to Client’s Technical Account Manager or the SUPPLIER Vice President responsible for Client Service.

5. Error Support Service Levels

Severity	Description	Initial Response		Communication Frequency	Resolution	
		Target	SUPPLIER Expectation	Target	Target	SUPPLIER Expectation
Level 1	Any Error Support Case wherein the use of an SUPPLIER Product or any major function for its intended purpose is prevented	Immediate (required Client to submit case by telephone)	2 hours	At least once every 1 business hour unless Client owns next steps	Continuous work to resolve as soon as commercially reasonable	24 hours following verification of the Error by SUPPLIER. A workaround may be provided to achieve this goal. If a workaround is provided, a permanent solution will be provided in 60 days.
Level 2	Any Error Support Case wherein the use of an SUPPLIER Product or any major function for its intended purpose is seriously impaired, but not prevented	1 hour	4 hours	At least once every 4 business hours unless Client owns next steps	24 hours following verification of the Error by SUPPLIER.	96 hours following verification of the Error by SUPPLIER. A workaround may be provided to achieve this goal. If a workaround is provided, a permanent solution will be provided in 90 days.
Level 3	Any Error Support case wherein the use of an SUPPLIER Product, in whole or in part, for its intended purpose, suffers a minor impairment	4 business hours	1 business day	At least once every 1 business week unless Client owns next steps. Communication will stop once Resolution is scheduled into a specific release date.	4 months	N/A
Level 4	Any Error Support Case wherein and SUPPLIER Product, in whole or in part, is affected in a trivial or cosmetic manner.	1 business day	3 business days	On request from Client	12 months however Error is reviewed during the SUPPLIER Product Development Process to set its priority for resolution and discussed with Client at service review meetings along with all other service request items.	N/A

5.1. Examples of Severity Level 1 Errors are:

- 5.1.1. All Client end users unable to log into the SUPPLIER Product;
- 5.1.2. All Candidates unable to complete job application process in the SUPPLIER Product;
- 5.1.3. The Hosted Service is unavailable.

5.2. Examples of Severity Level 2 Errors are:

- 5.2.1. Newly created jobs do not appear in a career site website in the appropriate timeframe;
- 5.2.2. Diversity questions do not appear as designed in an application process;
- 5.2.3. Video interviewing function is not available;
- 5.2.4. Boolean searching is not available in the SUPPLIER Product;
- 5.2.5. Social media is not available as designed in the SUPPLIER Product;
- 5.2.6. Unable to change the job list in a career site website
- 5.2.7. Approval routing for a job is not functioning;

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- 5.2.8. Unable to edit multiple candidate records.
- 5.3. Examples of Severity Level 3 Errors are:
 - 5.3.1. A supported browser version is no longer functional in a SUPPLIER Product however other browsers are functional;
 - 5.3.2. Unable to change specific data elements in a career site website;
 - 5.3.3. Recruiters unable to manually upload candidates to the SUPPLIER Product;
 - 5.3.4. Unable to edit a single candidate record.
- 5.4. Examples of Severity Level 4 Errors are:
 - 5.4.1. Singular Spelling error in an administrative menu;
 - 5.4.2. Web page not rendered perfectly however usable;
 - 5.4.3. Scrolling issues in pages but does not compromise any usability requirements;
- 5.5. **SUPPLIER Product Characteristics that are not Errors.** The SUPPLIER Products include attributes that are not Errors as defined above. They include: resume data extraction and identification errors related to a single resume; non-availability of third-party connected services (third-party does not include subcontractors to SUPPLIER) as a result of changes to interfaces made by such third-parties (for such issues, SUPPLIER shall make reasonable efforts to resolve the issue caused by the third-party with the third-party's co-operation) or service interruptions under the control of such third-parties; non-availability of Client systems and applications under the control of Client or Client's suppliers, changes and modifications by the third party to its application programming interface resulting in diminished functionality of the integration to the SUPPLIER Product; and functionality that is not part of the documented functionality of the SUPPLIER Product; non-notified changes related to patches to operating system environments or ATS software (not including changes to ATS configuration, fields, or other items affecting the SUPPLIER Product's integration to the ATS) (Client is expected to log a Developer Support Request 7 days in advance of the change so that it may be reviewed by SUPPLIER; 24 hours in advance if the change is a critical security patch).