



# Making Waves Academy

## June Board Meeting

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### Date and Time

Thursday June 17, 2021 at 10:30 AM PDT

### Location

<https://mwacademy.zoom.us/j/83066517935?pwd=R2NaTGZEV3RVNXJXS2VGcUdXb2EwQT09>

Passcode: 372337

Or One tap mobile :

US: +16699006833,,83066517935#,,,,\*372337# or +13462487799,,83066517935#,,,,\*372337#

Or Telephone:

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

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

Webinar ID: 830 6651 7935

Passcode: 372337

International numbers available: <https://mwacademy.zoom.us/u/kbjHIPB1TN>

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*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](mailto: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](mailto: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.**

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## Agenda

### I. Opening Items

Opening Items



**A. Call the Meeting to Order**

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

**B. MWA Board accepts resignation of Maricela Navarro from the MWA Board**

**C. Record Attendance**

Roll call and verification of quorum.

**D. Closed Session**

- Conference with Legal Counsel — Anticipated Litigation (Gov. Code section 54956.9(d)(2).): (one matter).

**E. Public Comment**

**II. Standing Reports**

**A. Compliance to Excellence: Remarks by Board President**

Topics to be Covered:

- Appreciation for Maricela Navarro
- Introduction of Board Candidate Ana Barron
- Diversity, Equity and Inclusion/Culture and Climate
- Commendation: Gabriel Arteaga, 18th Wave

**B. Mission Connection: Promotion and Graduation**

Slideshow highlights from virtual and in-person events.

**C. Deep Dive: FY22 Budget**

The CEO, CFO and Board President present an analysis of next year's budget and board members will have an opportunity to ask questions.

**D. ASB Written Update**

Board members will have the opportunity to ask the ASB advisor questions about the year's final reflections of student leaders.

**E. Senior School Director Written Report: Reflections on the Year**

Board members will have the opportunity to discuss the Senior School Director's reflections.

**F. CEO Report**

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

Areas of Focus: Talent Update and ???

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

**Topics to be Covered:**

- Staff Satisfaction Survey

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

Board members will have an opportunity to ask questions about the FY22 Budget and the contents of the written report.

**I. School Site Council (SSC) Written Update**

Written update from 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:
  - **Curriculum Review/Esther Hugo will present**
- Advisory Committees
  - Finance
  - **Diversity, Equity and Inclusion/Jess Laughlin will present**
  - Audit
  - **Culture and Climate/Layla Naranjo and Margaret Watson will present**

**B. Standing School Reopening Update**

Board will have the opportunity to ask questions about the written update from the Senior School Director on reopening.

**C. CA Local Performance Indicators**

In accordance to Ed Code we must present the 2021 California Department of Education Local Performance Indicators to the board prior to June 30, 2021.

#### **IV. Action Items**

**A.** Board Minutes: May 6th, 2021 Board Meeting

**B.** Accept Minutes for Committees and Advisory Committees

Committee minutes included are:

- Finance Advisory
- Diversity, Equity and Inclusion Advisory

**C.** Appointment of New Board Member

Board shall vote on appointment of Anabel Barron, parent of a 20th Wave student, to a 2-year term.

**D.** Single Plan for Student Achievement Adoption (SPSA)

Board reviews the Single Plan for Student Achievement.

**E.** 2021 LCFF Budget Overview for Parents

Board reviews the LCFF Budget Overview for Parents.

**F.** 2021 Local Control Accountability Plan (LCAP)

Board reviews the annual LCAP for 2021-2024.

**G.** 2021 Control and Accountability Plan/Learning and Continuity Plan Annual Update

Board reviews the Control and Accountability Plan/Learning and Continuity Plan Annual Update

**H.** FY2021-22 Budget

Review and approval of MWA FY 2021-22 Budget.

Fiscal Impact: \$30,634,083

**I.** CharterSafe Insurance Renewal

Renewal of our contract with CharterSafe who provides Liability, Property, and Workers' Compensation Insurance to MWA. Please renew the 2021-22 proposal.

Fiscal Impact: \$417,208

**J.** Chase Bank Signers Resolution for Alicia M. Klein, Alton B. Nelson, Jr. , and Wallace Wei

Chase Bank Signers Resolution to authorize Alicia M. Klein, Alton B. Nelson, Jr., and Wallace Wei as a bank signers on behalf of Making Waves Academy.

**K. Revision to Fiscal Control Policy**

Board reviews and votes on revised policy reflecting current best practices.

**L. Education Protection Account**

Review the 2021-22 Education Protection Account (EPA) spending plan.

**M. RT Fisher Renewal**

Renewal of contract with RT Fisher, intervention services consultant.

Fiscal Impact: \$\$400,183.00

**N. Fruge Psychological Associates (FPA) Renewal**

Renewal of contract with FPA for contracted psychological services for students.

Fiscal Impact: \$664,566.00

**O. Designation of North Coast Section, CIF Representatives**

Approval for Making Waves Academy's Representatives to the CIF for NCS meetings for school year 2021-2022. Board reviews and approves the designation of the following MWA staff members as representatives:

- Alton B. Nelson Jr.
- Evangelia Ward-Jackson
- Jeff Hazel
- Alonso Rivera

**P. Curious Cardinals Agreement**

Making Waves Academy is seeking a partnership with Curious Cardinals to offer enrichment courses to middle school and upper school students attending Summer Academy.

Fiscal Impact: Not to exceed: \$10,000

**Q. CCCOE Teacher Induction Program Memorandum of Understanding**

Renewal of MOU with the Contra Costa County Office of Education for our partnership with them through the Teacher Induction Program.

**R. Pachecho's Cleaning Contract**

Custodial contract for the campus for the 2021-22 school year.

Fiscal Impact: \$546,600

**S. Michael's Transportation**

Contract for transportation costs of buses available for students for the 21-22 school year.

Fiscal Impact: \$664,400

**T. Academic Calendar and Instructional Minutes for 2021-22**

Review and approval of the academic calendar and instructional minutes count for the 2021-2022 school year.

**U. MWA Employee Handbook Addendum (Telework and Student Loan Repayment Policies)**

Additional policies to be added to the MWA Employee Handbook for 2021-2022.

- **Telework Policy:** A limited Telework Program Policy that will only be available to eligible employee groups that do not provide direct-service to faculty, students, and/or families. Additionally, while the policy will allow for some flexibility it does not allow for full-time remote work for any position at MWA.
- **Student Loan Repayment:** Policy that allows MWA to award eligible employees up to \$1,500 annually with a lifetime limit of \$7,500 towards student loan repayment.

**V. Board Meeting Schedule for 2021-2022**

Board reviews and approves the regular board meeting schedule for 2021-2022.

**W. CEO Contract**

**X. NWEA MAP Growth Contract**

NWEA MAP Growth is the most trusted and innovative assessment for measuring achievement and growth in K–12 math, reading, language usage, and science. It provides teachers with accurate, and actionable evidence to help target instruction for each student or groups of students regardless of how far above or below they are from their grade level. It also connects to the largest set of instructional content providers, giving educators flexibility in curriculum choices.

Fiscal Impact: \$12,206.00

**Y. Student-Parent/Guardian Handbook**

Review of the Student-Parent/Guardian Handbook for the 2021-2022 school year.

**V. Consent Action Items**

Combined Fiscal Impact: \$337,188.53

**A. PowerSchool Renewal**

PowerSchool is an online student information system used for grading, attendance, as well as housing student and staff demographic data.

Fiscal Impact: \$ 17,526.11

**B. ANet Renewal**

Through an integrated system of tools and training, ANet helps schools and districts boost student learning with great teaching that's grounded in learning standards, informed by data, and built on the successful practices of educators around the country.

Fiscal Impact: \$59,720

**C. Instructure Renewal**

MWA utilizes a Learning Management System (LMS) made by Instructure called Canvas. An LMS is online platform for the administration, documentation, tracking, reporting, automation and delivery of educational courses, and digital curriculum resources.

Fiscal Impact: \$16,966

**D. Securly Renewal**

Securly is a cloud based web filtering system for Chromebooks that works when students are on or off campus. It helps to keep schools CIPA compliant, enhances safety on social media/search engines, maintains an age-appropriate internet content, and alerts schools to online bullying and self-harm incidents.

Fiscal Impact: \$7,230.52

**E. Renaissance Place / Schoolzilla and Accelerated Reader**

Accelerated Reader and Schoolzilla are products made by Renaissance. Accelerated Reader is a web-based platform for K-12 schools for monitoring the practice of reading. Schoolzilla is a web based data warehouse platform that pulls in data from various sources and provides real-time dashboards and analyses to our school leaders and staff.

Fiscal Impact: \$28,315.08

**F. APEX Renewal**

Apex Learning is the online course platform that MWA utilizes for credit recovery in the Upper School.

Fiscal Impact: \$13,500.00

**G. Annual CPR Agreement**

Each school year, MWA partners with LifeSaver CPR to host a compliant CPR training session during August Professional Development. To identify participants, the Human Resources Department conducts an annual audit in early May which includes returning and incoming employees.

Fiscal Impact: \$5,400

**H. 15Five Renewal**

Renewal agreement for employee engagement measurement tool.

Fiscal Impact: \$10,080

**I. Gaggle Renewal**

Gaggle provides online monitoring alerting for inappropriate content or content that indicates any student safety concerns. Gaggle monitors content on the G-Suite (Google Apps) and Canvas Learning Management Systems (LMS) platforms.

Fiscal Impact: \$10,150.00

**J. Zoom Renewal**

Zoom is an online video meeting platform that enables MWA to conduct meetings and classes virtually.

Fiscal Impact: \$10,439.00

**K. IXL Renewal**

IXL is an online math curriculum and assessment platform that MWA utilized during the 2020/21 school year. It helps students master essential math skills at their own pace through fun and interactive questions, built in support, and motivating awards.

Fiscal Impact: \$12,500

**L. LBMS Renewal**

LBMS provides eRate administration consulting services. eRate, is a federally mandated program that provides discounts of up to 90 percent to help eligible schools obtain affordable telecommunications and Internet access.

Fiscal Impact: \$14,750.00

**M. DocuSign Renewal**

Cloud-based tool that enables MWA to send and sign agreements securely from virtually any device.

Fiscal Impact: \$17,537.50

**N. Nob Hill Catering, Inc. Renewal**

Contract for vended meals for students for the 2021-22 school year.

Fiscal Impact: \$40,500

**O. Cisco Smartnet Renewal**

Cisco Smartnet support contracts provide technical and hardware warranty support for all network and firewall equipment utilized across the MWA campus.

Fiscal Impact: \$67,040.32

**P. SchoolMint Agreement for WCC Enrollment Module**

SchoolMint is an online enrollment and communication platform, working with public, charters and private schools, to make the enrollment and lottery process for parents easier, and faster.

\$5,534.00

**Q. Special Education Master Contract 2021-2022**

MWA's master general agreement to be executed when securing nonsectarian, non-public school and agency services for students receiving special education services.

No Fiscal Impact

**VI. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)**

**A.** Deep Dive: FY22 Budget

**B.** Spring Curriculum Review Committee

**VII. 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.

**VIII. Closing Items**

**A.** Adjourn Meeting



# Coversheet

## ASB Written Update

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

**BACKGROUND:**

Melissa Macho will give last ASB Report of the 2020-2021 school year and answer any questions from the Board.



# ASB Board Report - June 2021

## Melissa Macho



*Learn. Graduate. Give Back.*

# Table of Contents

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

# Successes

# 2020 - 2021 ASB Successes

The 2020 - 2021 ASB Board of Directors have so much to be proud of...

- Student Portal was visualized AND launched
- ASB planned 2 virtual Spirit Weeks and Advisory programming
- ASB recorded Video Clips throughout the school year to help engage the student body
- ASB was able to meet with over 6 MWA leaders, 1 CAP leader and MWA Board Members and Board Fellows
- ASB Community Building took a fun turn as they planned their own Friday Fun activities and meetings
- 2021 - 2022 ASB Elections have been held and we have our incoming Board of Directors

“One piece of advice I would like to leave is to not be shy. It might feel hard to speak up when you have ideas because you feel that your ideas aren't good enough, but we are all a family and will listen and encourage you. <3”

-Jaky

*ASB Secretary  
19th Wave Student*



# 2021-2022 ASB Board of Directors

**President:** Lizbeth

**Vice President:** Jaky

**Secretary:** Stephany

**Treasurer:** Armando

**Marketing Coordinator:** Carolina

**Student Activities Liaison:** Simren

**19th Wave Representatives:** Estefani & Kevin

**20th Wave Representatives:** Jenissa & *position to be filled in fall*

**21st Wave Representatives:** *to be filled in fall*

**22nd Wave Representatives:** Fatima & *position to be filled in fall*

# Challenges

# Challenges

**ASB found it difficult to engage their peers consistently this school year.**

- **Student participation and engagement was low throughout the school year**
  - **Cameras off during zoom classes and club meetings**
  - **Students did not show up in opt-in spaces as they did in past years**
- **Communication with the community was harder**
  - **Students did not check email with fidelity**
  - **Students said it felt harder to get in touch with leaders and teachers in a virtual setting**

“Something I am struggling with right now is adjusting to the new process of going to class.”  
*-19th Wave Student*

“I have been struggling with being present and trying my best in all the spaces that I am in.”  
*-19th Wave Student*



# Priorities

# Priorities for 2021-2022

To build off of the momentum and creativity ASB discovered this year.

- Keep building out the Student Portal
- Keep finding new ways to engage the student body
- Keep providing video clips as helpful and fun informational guides
- Keep encourage community building activities within advisory, clubs, small events and the larger MWA Community
- Continue to meet with MWA leaders
- Continue to and find new ways to ask for all student input on community wide issues
- Find ways to revamp our old in-person events for safety and engagement

“In the fall, I’m excited to get back into normality - or what we call normality at this time. And just getting to be around people, even if it may not be that many, starting to socialize...”

*-MWA Student*

# Thank you



*Learn. Graduate. Give Back.*

# Coversheet

## Senior School Director Written Report: Reflections on the Year

**Section:** II. Standing Reports  
**Item:** E. Senior School Director Written Report: Reflections on the Year  
**Purpose:** Discuss  
**Submitted by:** Evangelia Ward-Jackson  
**Related Material:** June 2021\_School Board Report.pdf



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# Board Report

## School-Wide

## Board Report - June 2021

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### From the Senior School Director's Desk

Dr. E. Ward-Jackson

We made it!

Our school community has not only survived, but we have thrived through a full school year of remote operation and distance learning. We can also add to our celebrations of triumph that we have persevered through a year of heightened civil unrest, racial injustice, political overwhelm, a global health crisis, and consistent bouts of engagement with the unknown. "I will not let anything get in the way of my success" is not only a line in our Affirmation, it is a declaration of our reality!

We acknowledge the *resilience* of our community quite often. *Resilience* is one of our Five Core Values, and it is truly one of the most commonly recognized characteristics of our Wave-Makers. In reflecting upon leading our school during the pandemic, and thinking deeply about the resilience that we will need to activate as we return to on-site learning and as we embrace the anticipated onset of post-pandemic life, I found myself paused from realizing that it is not actually resilience that I was experiencing from our community during distance learning, it was fortitude. It is the strength of mind and of heart that has enabled everyone to show up and to endure adversity, change, and isolation with courage—that's fortitude. Looking ahead, what we need is *resilience*. We need to recover quickly, to learn from the adversity, the change, and the isolation...and to bounce back even STRONGER than before! This reflection has helped me to become more targeted in my appreciation for what we have overcome and for how we have overcome, and it has also helped me to be crystal clear about how critically important our core value of *resilience* will be as we move forward into the 2021-22 school year and beyond.

This year we celebrate grit, innovation, and buoyancy. We've experienced new ways of learning, of gathering, and of participating in events that would allow us to have continuity of rigorous instruction, high expectations, and continuous growth and improvement as a community. On January 6, 2020, I felt so blessed and honored to start my first day as the Senior School Director of our Academy. Although I am grateful for each moment, I only had about 8 weeks on-site with our community, in my new role, before we had to close our doors due to the pandemic, and to launch a fully virtual academy. Ending the second semester of one term, and having a full school year of distance learning the next isn't something I would have ever chosen or would have ever wanted, but I must admit, it has been amazing to launch the first full year of our new aligned school model, even though we had to do so remotely. We have learned so much, and I can say without any reservation that I am proud to have been our School Leader during this global crisis and I do not take lightly the trust and support that my leadership has received from our Board, from our CEO, and from our Executive

## Board Report - June 2021

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Leadership Team. I have not had time with all of our students, teachers, leaders and families in the way that I would have liked, nevertheless, I learned that I did not have to be in close proximity to be able to attest to the grit and the determination to maintain relationships and community that each of our stakeholders have exemplified. I can also attest to the ingenuity, innovation, and substantial growth in school spirit and culture that is illustrated so vividly in all of our virtual events and the way that we have all shown up for each other.

The 2020-21 school year was all about optimizing for three very specific areas:

- 1) Safety
- 2) Rigorous Instruction
- 3) Social-Emotional Wellness

When I reflect, all three of these areas rely strongly on the third: Social-Emotional Wellness.

With the implementation of Group Mentorship offerings in May, our Center for Holistic Support Services has achieved implementation of a complete, three-tiered, differentiated, wrap-around holistic support program for our Wave-Makers, and this was the Center's inaugural year! The Holistic Support Services Team (HSST) is very proud to have provided the highest quality of universal, targeted and individualized support for our Wave-Makers in the areas of academic, social-emotional, and career development. I am, however, further proud of the work that this team has done to support the students and teachers in our community, because I know full well the challenges of my colleagues who have struggled through this year without such offerings. One of the most notable differentiators of the MWA program is our understanding of and our commitment to holistic support. The fortitude of our community is attributed in great part to the preparation, tools and supports provided by this dynamic team of experts in student support.

One of our greatest successes this school year included developing and implementing daily synchronous Advisory lessons for all students that focused on relationship building, connectedness and social-emotional learning development. Survey data indicates that:

- Over 80% of MWA students feel that Advisory offerings have been helpful during distance learning
- Over 60% of students like to come to school because they feel safe
- Over 75% of Wave-Makers believe that their teachers and staff treat them fairly and make them feel like they belong
- Nearly 70% of students know what resources and adults to connect with when feeling sad or hopeless

Adding to these successes, our HSST committed approximately 25% of their weekly professional development calendar to developing the social-emotional skills and competencies of faculty and staff. Over 85% of faculty/staff survey



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respondents report that they are likely to use the mindfulness and resilience-based practices provided via these offerings on a daily or regular basis. With these supports in place, over 73% of faculty/staff report that they "often" or "regularly" incorporate social-emotional literacy and mindfulness into their current teaching practices. What a timely accomplishment, considering that while consistent and targeted efforts were made to address the interpersonal connection and safety needs of students during distance learning, it is very clear that this school year presented challenges in student safety and connectedness. Our student data indicated that over 40% of students remained worried or very worried about not being able to be with classmates during distance learning, while 38% of students were worried or very worried about conflict with other students or Bullying.

When asked how we have a 95% attendance rate for SBAC and ELPAC testing, or how we're still seeing record breaking post-secondary matriculation data, or how we were able to accomplish high stakes programmatic compliance reports during such unprecedented times, I always respond, "our school optimizes for the social-emotional wellness of students and adults." We provide tools to teachers and to students and to families, and they are not only using their tools, they are witnessing and experiencing the value of using them and they are thriving.

The work of our HSST allows us to not only say that "we made it," but also, to exclaim, "learning happened!" Despite the challenges that persist all around, our Wave-Makers and our teachers are equipped with the tools and with the supports necessary to show up and to lean into our rigorous instruction and to meet our high expectations, and ultimately to fulfill our audacious achievable mission.

I am excited about next year. We will have 168 brand new Wave-Makers, and we will have 336 Wave-Makers walk on to campus for the first time. The 19<sup>th</sup> Wave will be Seniors! We will have new teachers who have taught with us for a whole year, but have never seen their classrooms finally be able to experience the energy and climate of our corridors. We will have several new community members, who will bring new energy and new excitement to supporting our learners. And, we will finally be able to properly, in our MWA way, onboard and orient our new families to all of the things that make our community so unique and so special. I can hardly wait.

Throughout the year my team and I have written several reports and have shared presentations that highlight all of our amazing progress, our challenges and areas of growth, and next steps to move forward, to grow, and to innovate. There is one area of our school program that we were not able to present on, but I wanted to give a platform today, our Athletics program. It was our Athletics program that launched Phase 1b of our return to on-site learning by being the first group of students and adults to return to campus for engagement. Cross-Country conditioning led and modeled the way for us all. In the next section of this report you will have an opportunity to read reflections from our esteemed Athletics Director, Mr. Jeff Hazel.



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### Athletics Department

Jeff Hazel, Athletic Director

#### What?

Due to the Covid-19 Pandemic, Athletics at MWA was quite different this past school year. We had no Middle School sports at all (games or training) in part, because the students were at home for school and because the Middle School Athletics lead (Mr. Paschall) was on paternity leave until mid-May. In the Upper School, the entire year of sports took place in a less than four-month period beginning the last week of February and ending the first week of June. In order to participate in sports, students and coaches had to follow all of the CIF (California Interscholastic Federation—the organization that oversees high school sports in California) and NCS (North Coast Section—the section of the CIF that manages athletics in our area of the state) regulations as well as the protocols and procedures our conference, the Bay Area Conference (BAC), and our league, the Bay Counties League (BCL), adopted. These Covid protocols and procedures included outlining which sports could be played when by the tier the county was in (purple, red, orange and yellow), the wearing of masks by all involved at all times, remaining as socially distant as possible, the cleaning of equipment after use by each player, weekly Covid testing (paid for by MWA), daily healthy screening including temperature checks, and the normal pre-participation physical examination clearing a student for athletic competition. Schools only participated in league contests with no play-offs at any level: league, section or state.

In order to play all the sports the BCL offers and to abide by the tier structure set forth by the CIF/NCS, approximately 6 week long sports' seasons took place. The first sport we offered was a new addition this year—E-Sports, which began preparing in mid-February. 15 students expressed interest in participating. The last week of February, we began with Cross Country (an allowed purple tier sport), an outside, socially distanced activity with 8 girls and 12 boys participating. Cross Country competed in 3 meets all hosted by MWA running a course starting outside the MWF offices on Research Drive and running down into Hilltop Lake Park for two laps around the lake with detours up the hill on the backside of the lake and finishing in the parking lot outside the MWF offices. In Mid-March, softball and baseball began their seasons (these were red tier allowed sports). Softball had 10 players and Baseball had only seven players. The last week of March, Boys and Girls soccer (an orange tier sport) began with 10 girl soccer players and 16 boy soccer players. We also started Track and Field with practices at Kennedy High School. Track had only 6 participants—4 girls and 2 boys and participated in two meets with the BCL and BCL-East schools at Las Positas College in Livermore. The first week of May, we began Girls and Boys Volleyball as well as Girls Basketball (only one boy showed interest in playing basketball this year). Since Contra Costa and Alameda Counties were still in the orange tier, the league decided to play Volleyball and Basketball outside. To play inside would have required Covid testing every 48 hours and all the schools involved thought the safety of outside play was a much better solution. Schools played Volleyball on grass, or in MWA's case turf, courts, Basketball on our outside basketball courts. We had five girl volleyball players and six boy players. We had five girl

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basketball players. Unfortunately, no other schools had girls' basketball, so no games were played. We did not offer Cheerleading this year as there were no games to cheer at or teams to cheer for.

### So What?

E-Sports-- We decided to jump into the video game arena because of the popularity of these games for many students and the safety provided, since the students could play from the comfort of their homes. Colleges now field E-Sports teams and offer scholarships to the top players to play at their school. Based on students' available technology at home and their schedules, we decided to field Rocket League teams for the season. PlayVS is the platform for high school and college teams to compete and we decided to participate in the Regional leagues our first season. Regional leagues pit schools in the same time zone against each other so that matches always take place at 4:00pm local time and on the same day of the week. These leagues are a little less competitive and allow a school to enter multiple teams. Based on our original numbers of interested students, we signed up for three teams but had to fold two of the teams as our numbers dwindled due to the game choice, lack of technology at home, and day of week conflicts for some of our students. The eight-week season ended on a positive note though, as our remaining "White Marlins" team qualified for the play-offs and won their first play-off game.

Cross Country competed in 3 meets all hosted by MWA running a course starting outside the MWF offices on Research Drive and running down into Hilltop Lake Park for two laps around the lake with detours up the hill on the backside of the lake and finishing in the parking lot outside the MWF offices. This provided opportunities for fans of the Marlins to attend and watch much of the races from the parking lot above the rest of the course. It also allowed us to avoid transportation concerns, as the pandemic was still a major concern in February and March. By running in a BCL only Cross Country schedule this year, the number of participants in races was manageable (only five BCL schools had runners and only MWA had complete teams—at least five runners in a race) so boys' races had at most 15 runners and girls' races had at most 10 runners.

The other sports (softball, soccer, and volleyball) had seasons of between six and eight games over a 4-week span. Practices were held on campus for most sports so that our Ops team could do temperature checks on the athletes (or for Track and Field and Baseball the coaches did the checks). Baseball played no games since they did not have enough players to field a team. The Girls Soccer team played games with mostly seven players and their competition reduced their players on the field (at times) to match us. Our league felt the goal this year in Athletics was to provide our students a chance to play, get some exercise, have some semblance of normality in their lives, and have a chance to interact safely with their classmates.

## Board Report - June 2021

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The number of MWA student-athletes this year was down by 50% from previous years. This was the case at other BCL schools as well. CSD and OMI did not even participate in sports this school year. Holy Names only did Cross Country and some conditioning of their other athletes. Fremont Christian fielded fewer teams than normal and pushed their soccer season back to May so they played in the BCL-East. Far less frosh participated in sports this year (only seven). MWA students did not play sports this year for a variety of reasons: working to support themselves or their family, home responsibilities of looking after younger siblings as their parents were at work, transportation problems with getting to school for practice/games, hesitancy about testing regularly, worries about contracting Covid-19 due to increased interaction with more people outside their bubble, worse grades so not eligible to play.

Besides the positives of the creation of an E-Sports team and hosting Cross Country meets, we had no cases of Covid-19 among our players and coaches, we found places to play and practice even if our normal off-campus fields were closed, and the students that did participate really enjoyed the opportunity to play. With low numbers on many of the teams, it was imperative that the players showed up and they did for practice and games. Go Marlins!

### **Now What?**

Moving forward it will be interesting to see how our students return to sports participation and at what levels, both in numbers and skill sets and experience. Since we did not have much frosh participation this year, as well as no Middle School sports, Varsity teams will most likely have fewer highly skilled and more-less experienced players. Junior Varsity teams will likely be more inexperienced and that is if the students return to play at our normal levels of between 40-50% of the students in the US participating in at least one sport. The increase in the frosh class size should help (168 frosh for the upcoming school year). The easing of restrictions and protocols related to Covid should as well as things return back to more normal (students being at school each day, no testing requirements, etc.).

Middle School Sports will start up again in the fall with the return of students physically to school. We plan to continue with Girls Volleyball and Boys Soccer in the fall; Co-ed Volleyball, Girls Basketball and Boys Basketball in the winter; and Girls Soccer and Co-ed Volleyball in the spring along with, hopefully, Ultimate Frisbee. After one more year of sharing our on-campus sports facilities between the MS and US, we look to expand the number of teams the MS can offer for each sport since the US will have their own Gym and field to use.

We plan to continue our participation in E-Sports and look to expand the number of games in which we compete. With practices and competition taking place in Mr. Gordon's (he is our E-Sports coach) classroom after school, hopefully the lack of technology will not be an issue for our students. Of course we do need to provide more Play Stations and other

## Board Report - June 2021

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game compatible computers (Chromebooks are not video game compatible) to use for E-Sports.

Multiple studies have shown that students who participate in Co-curricular activities (Sports, clubs, drama, music, etc.) have higher GPAs and better attendance as well as less behavioral issues at school. Hopefully with the issues associated with the Covid-19 pandemic abating, our MWA students will return to these activities and reap the benefits they provide for the students. Go Marlins!

# Coversheet

## CEO Report

**Section:** II. Standing Reports  
**Item:** F. CEO Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** CEO Report 2\_MWA Board\_JUNE 2021.pdf



# MWA Board Report

*June 2021*

## MWA Chief Executive Officer Report

Alton B. Nelson, Jr.

### Visual Highlights from the 2<sup>nd</sup> Semester

#### 5<sup>th</sup>-6<sup>th</sup> Grade Zoom Mtg with the CEO



#### Ms. Martinez & Ms. Campbell mtg in Phase 1C



#### Interscholastic Outdoor Volleyball – May 2021



#### Two 18<sup>th</sup> Wavers after the lottery – spring 2016





# MWA Board Report

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## Reflections on the Year

The 2020-21 school year has certainly been one for the books. Who could have imagined that this level of disruption in the K-12 space would occur – e.g. wildfires, civil unrest, pivotal state, local, and national elections, and a pandemic. Are these signs of the “end” or the start of a “new beginning”? One could make a case for either or both assumptions being “true”.

As we wrapped up the 2019-20 school year in distance learning mode, high-level **goals for 2020-21** were:

- Protecting and supporting the health and safety of all students and staff
- Supporting ongoing teaching and learning (in whatever form would work best)
- Providing a sense of continuity, stability, and “routine” for MWA staff and families

Overall, I think we have been successful in achieving or making progress in all three of these areas. Very few students and staff contracted COVID (no deaths of MWA students and staff), teaching and learning occurred, and staff feedback through surveys and meetings were hosted. Staff commented on the increasing sense of transparency by leadership and appreciated more opportunities to address their concerns, but there is still work to do in this area.

I am proud of the fact that we were able to move forward with **key initiatives this year** that included:

- A commitment to more stakeholder engagement opportunities with executive leadership that included targeted stakeholder engagement with our Black-identifying stakeholders and ongoing engagement with upper school student leadership
- A reconfigured staff survey that also allowed for more staff engagement and leadership for unpacking the results with peers
- A rolling out and implementation of staff-led working groups addressing various topics – e.g. diversity, equity, and inclusion and school culture and climate
- A continuum of strategies and approaches to teaching and learning utilizing online systems and tools
- Continue the “one-school” model approach under one senior leader and a de-emphasis of a “Middle School” and “Upper School” division to a “one school” model with a “middle school division” and “upper school division”

This work has contributed to us learning more about what is working, what is not working, and informs where and how we can prioritize our efforts and attention moving forward. Early signs of one-school model implementation have been good.

## Strategic Plan Reflections

We have made so much more progress on the strategic plan than I ever would have predicted. Patrick and I worked collaboratively and effectively to create space for our respective senior leaders to take ownership of the plan with support and guidance from us on timing and priority. On the MWA side, I think the alignment work finally began in earnest. As a result, great progress was made in having both the MWA College and Career Counseling team and the CAP team work collaboratively to better understand what is working in the partnership and areas for growth.

An outcome of this collaboration led to the decision to make CAP “Opt-in” for MWA students and to reduce the CAP scholarship maximum award level in the next few years. A plus of this process included a collaborative roll-out and engagement with MWA and CAP staff, MWA students, and MWA parents. Both of these decisions help us make progress on financial sustainability and programmatic goals outlined in the strategic plan.





## MWA Board Report

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Additional work ahead includes resolving values and identity tensions between MWA and CAP. These “tensions” are derived from:

- **origins and structure** – e.g. non-selective public charter school (2007) vs. education non-profit (1989)
- **eligibility for ongoing support** – e.g. Wave-Makers not meeting CAP expectations)
- **the focus of our respective programs** – e.g. college success versus college access

A positive outcome of surfacing these tensions has been not only an embracing of openness and desire to resolve these tensions, but more importantly, a commitment to try to determine what will serve not only our respective entities the best but also what will serve our Wave-Makers the best moving forward.

An example that illustrates this tension involves what it means to be a “Wave-Maker”. At MWA, once a “Wave-Maker” always a Wave-Maker. For CAP, meeting specific requirements of eligibility impacts “good standing” in the program and eligibility to receive certain kinds of supports (e.g. the scholarship). And While CAP has always offered to continue to offer support to non-eligible Wave-Makers, it can result in a sort of “fracturing” of the relationship and maybe a sense that if they are not actively participating in CAP, that they are no longer a “Wave-Maker”. All of the longitudinal insights that we are uniquely poised to collect, as a 5<sup>th</sup> grade through college and career provider, could yield us incomplete data featuring only our “successes” as opposed to the students that need something different to be successful. We hope to work on addressing tensions like this, which can result in better alignment, better outcomes for our Wave-Makers, and clear direction and support for our respective staffs.

### Right Sizing/Medium & Long-Term Financial Sustainability

The new strategic plan expresses a need for “right-sizing” and adjusting “dosage” levels for where we apply our resources programmatically. 2020-21 was Year One of the new strategic plan. In 2019-20, after deciding not to pursue our growth plans in Pittsburg and Pinole, we made significant cuts in the Central Office, the part of the school that would support and manage the growth process. This resulted in the elimination of about 8-9 positions, and a significant savings, and a reduced philanthropic need moving forward.

Complications to the “right sizing” work includes new state statutes that are increasingly raising the level of requirements for charter schools in terms of compliance. These compliance elements require more staffing time and monitoring allowing us to meet those requirements and stay in good standing with our charter authorizer. The early flexibility for charter schools, in terms of compliance, is being largely eliminated. Additional complications are added by the pandemic and public funding opportunities presented to public schools for the next two to three years. Funded areas include staffing and programming that support psychological support for our students, social-emotional development and support for our students, IT tools and devices for students, and various kinds of new and ongoing training support for staff. The good news is that the funding supports much of the holistic services and approaches we have been doing since our inception. This one-time money will provide a much-appreciated level of support for the next two to three years, and allow us some time to determine where and how we might “right size”.

That being said, the MWA CFO (Wallace Wei) and I are working together to map out routes towards reducing expenses over the next two to three years (excluding 2021-22 coming out of the pandemic). We will seek input in helping us determine which programming and cost centers we should prioritize and at what levels. Personnel related costs are the biggest expense. Over the next couple of years, we will look to gain more insight as to what programming is proving to be most effective and why. Having this information will inform how we think about where and how to reduce costs.





# MWA Board Report

## College Admissions for 2021

There are several great headlines as we analyze our student college admissions data for our 18<sup>th</sup> Wave seniors:

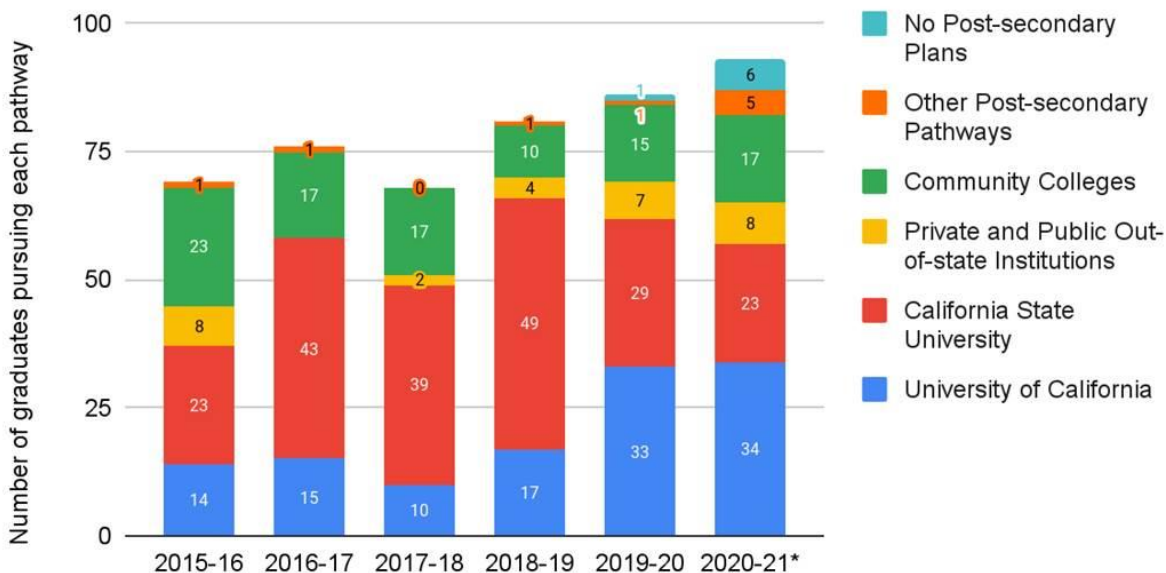
- Historic highs for Cal Berkeley and UCLA admissions and matriculation
- Overall increase in admissions rates versus historical rates (in a very competitive year)
- Steady commitment to four-year college pathways
- Consistent commitment to community college pathways and alternate career pathways
- First year of our "Opt-in" process to CAP has been successful (not enough to data to assess in medium term effects of this shift but most all college bound seniors have opted into CAP)

Additionally, I would add, that the people I have spoken with in the field of college admissions acknowledge that the following trends will likely persist, thus continuing to make our students attractive and competitive in college admissions:

- Test-optional will likely be in place for next year and highly probable moving forward into the future
- Colleges are making diversity a priority for their incoming classes – racially, socio-economically, and geographically while deprioritizing legacy and major gifts as factors for preference in admissions
- Colleges that are increasing offers of admission to our seniors means that through our first six classes of seniors, these colleges are communicating a sign of confidence in our students' ability to do the work at their schools. If they were not having success (particularly at the highly selective schools), offers of admissions would be decreasing.

The next three graphs below were provided by Mr. Siapno, Director of the College and Career Counseling office.

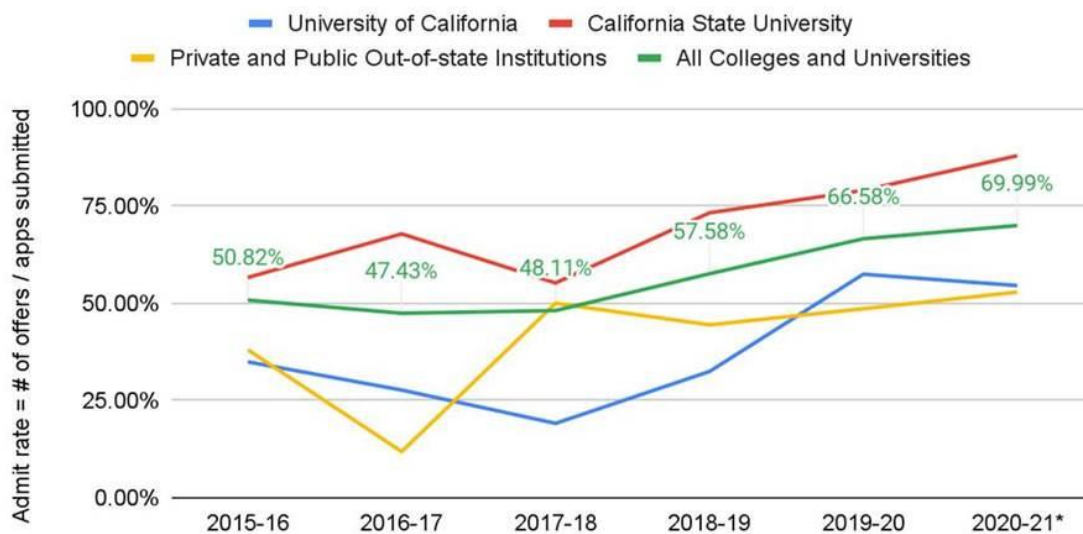
## Despite COVID-19, Making Waves Academy is maintaining its goal of 95% of graduates having a post-secondary plan



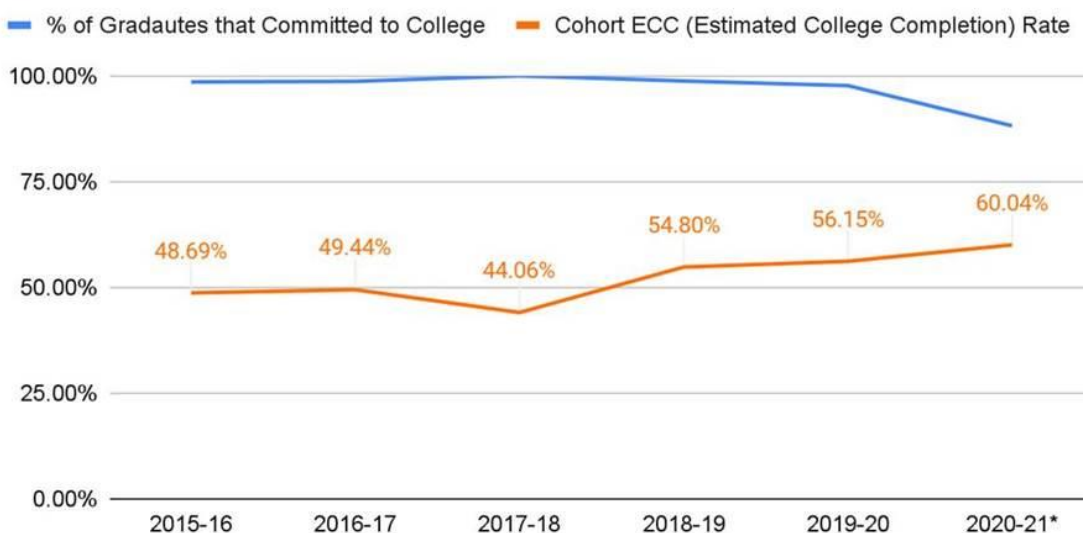


# MWA Board Report

Over the last six years, college admission rates for Wave-Makers have risen across different institution types



Based on commitment data, the 18th Wave is expected to have a college completion rate that outperforms prior cohorts





# MWA Board Report

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## Stakeholder Engagement

I invested explicit time into stakeholder engagement, with students, staff, and families. Although there is still lots of work to do, I am proud of some of the progress we were able to make this year. Targeted stakeholder engagement opportunities with executive leadership included:

- town hall and other discussion sessions with the parent community
- town hall sessions with students across the academy
- listening sessions with our Black-identifying stakeholders
- open Q&A sessions with staff and more proactive communication with staff
- a standing quarterly meeting with upper school student leadership (ASB)
- targeted engagement with our Black-identifying stakeholders – students, staff, and families
- more proactive communication celebrating and acknowledging various communities within the MWA community including: Asian & Pacific Islanders (Asian Pacific Heritage Month), Black/African Americans (Black History Month), Latinx (Cinco de Mayo), LGBTQ community members (Pride Month), and women (Women's History Month)

This level of engagement and proactive communication was an articulated plan coordinated with the CEO of Making Waves Foundation as a follow-up to a joint letter we shared earlier in the year to share our commitment to address systemic racism and promote equity and inclusion in the Making Waves community.

## 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, & alumni)*

### COMPLETED

### 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 5<sup>th</sup> 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

The larger leadership team (MWA and CAP leadership) retreat, co-hosted by Patrick and I in May, went really well. We have a clear sense of pain points and next steps. Patrick and I are moving assertively and in a supportive manner to address tensions and bolster communication and values tensions. I feel great our progress this year.



# MWA Board Report

## 18<sup>th</sup> Wave Post-Secondary Plans

### College Commitments 2021 (as of June 1<sup>st</sup>)

<b>University of California (34)</b>	
Berkeley	13
Davis	6
Los Angeles	4
Merced	6
Santa Cruz	5
<b>CA State University (23)</b>	
East Bay	5
Sacramento	4
San Francisco	7
San Jose	3
San Luis Obispo (Cal Poly)	1
Sonoma	3
<b>In-State Private Institutions (4)</b>	
Dominican	2
Loyola Marymount	1
Saint Mary's College of CA	1
<b>Out of State Private Institutions (1)</b>	
Lehigh	1
<b>Out of State Public Institutions (3)</b>	
U. of Nevada, Reno	2
U. of Texas at Austin	1
<b>Community Colleges (15)</b>	
Berkeley City College	2
Contra Costa College	6
Diablo Valley College	3
Laney College	1
Lone Star College (TX)	1
Undecided	2



# MWA Board Report

## Post-Secondary Pathways Other Than College

Job or Job Offer	5
No Post-secondary Plan	8

## *College Admissions Data (High Level)*

Institution Type	Admissions Offers	Students Committing	% Matriculated
University of California (UC)	139	34	24.5%
California State University (CSU)	262	23	8.8%
In-State Privates	26	4	15.4%
Out-of-State Privates	15	1	6.7%
Out-of-State Publics	13	3	23.1%
Historically Black Colleges & Univ. (HBCUs)	1	0	0.0%
Hispanic Serving Institutions (HSIs)			

*One of our goals had been for students to apply to wide range of schools outside of the UCs. The data below shows that despite the pandemic, students still showed interest in applying to a range of varying schools.*

### UC Campuses of Admissions but No Matriculation

UC Irvine	UC Dan Diego
UC Riverside	UC Santa Barbara

### CSU Campuses of Admissions but No Matriculation

CSU Maritime Academy	CSU Dominguez Hills	CSU San Bernardino
Cal Poly Pomona	CSU Long Beach	CSU San Marcos
CSU Bakersfield	CSU Los Angeles	CSU Stanislaus
CSU Channel Islands	CSU Monterey Bay	CSU Humboldt
CSU Chico	CSU Northridge	CSU San Diego

### In-State Private Institution Admissions but No Matriculation

Holy Names U.	UOP	Marquette U.
Mills College	Beloit College	Otis College of Art and Design
Santa Clara U.	Dickinson College	U. of Denver
Scripps College	Earlham College	U. of Portland
U. of San Diego	Hawaii Pacific U.	U. of Puget Sound
U. of San Francisco	Kalamazoo College	Vassar College
USC	Kettering U.	

### Out-of-State Public Institution Admissions but No Matriculation

Michigan State U.	Penn State U.	U. of Houston
Northern Arizona U.	Portland State U.	U. of Oregon

# 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:** Elizabeth Martinez  
**Related Material:** June 2021\_Board Report\_ Staff Satisfaction Survey 2021.pdf  
MWA Staff Satisfaction Survey Results\_Public\_05192021 (1).pdf

### BACKGROUND:

In years prior, MWA administered a Staff Satisfaction Survey twice annually but we paused on that administration during the 2019-2020 school year and took some time to recalibrate on the purpose and intended use of the survey. The new iteration of the survey builds on the strengths and addresses challenges from the old survey. ***The Culture and Climate Advisory Committee of the Board collaborated to revamp the MWA Staff Satisfaction Survey for the 2020-2021 school year.*** The committee is comprised of Layla Naranjo & Margaret Watson (Board Members), Liz Martinez (Chief of Staff), Fe Campbell (Director of HR), and Raynell Crews-Gamez (Director of School Culture and Family Engagement).

***Moving forward, we will administer this survey once per academic year.*** An annual administration will give us ample time to analyze findings and determine areas for consideration and partnership for the current and upcoming year in the areas of mission alignment, job satisfaction, leadership, and more.

### RECOMMENDATION:

I recommend the board reviews the high-level report (slides) on the 2021 Staff Satisfaction Survey administration as well as the survey results.

# Making Waves Academy

## Chief of Staff Board Report *Staff Satisfaction Survey 2021*

June 17, 2021 MWA Board Meeting



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# Contents of Report

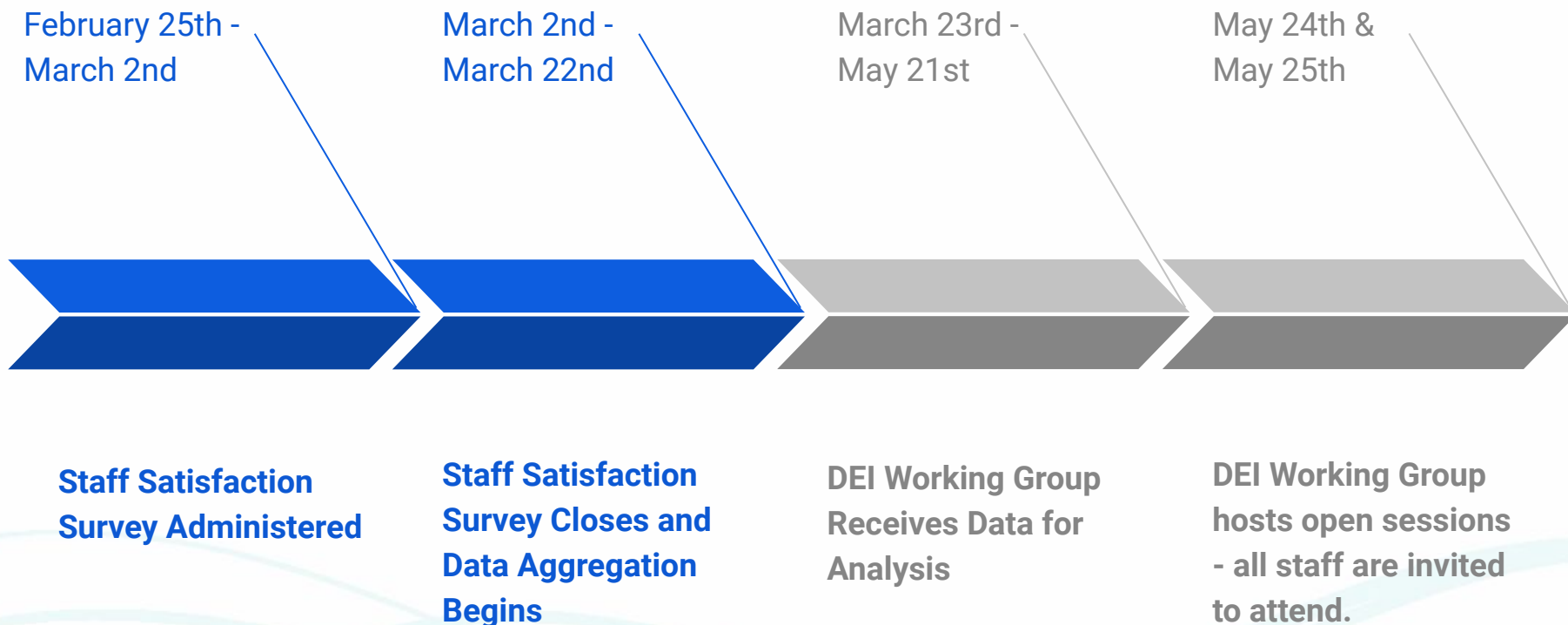
- I. **Timeline:** provides overview of the survey's timeline from administration to data release
- II. **Dissemination of Data:** summary of who led the dissemination of the data and the approach for sharing
- III. **Key Data Points and Emergent Themes:** key data points and themes that emerged from our analysis of the results
- IV. **Staff Engagement:** overview of staff engagement with the survey results
- V. **Next Steps**
- VI. **Reflections on Survey Administration**





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# I. Timeline





## II. Dissemination of Data

### The ***Staff Culture and HR Operations DEI Working Group***:

- led the ***analysis of the data*** from the survey
- led the ***dissemination and staff engagement opportunities*** for the survey data

### The ***Working Group*** decided to share only aggregated survey data and the identified themes from the open comments.

- *“After reviewing all of the open-ended responses and reflecting on how they would support or harm our culture, we decided to share common themes from the responses to retain the anonymity of the survey and encourage constructive discourse.”*  
- Working Group Members: Hayley Yasui, Ben Arizmendi-Calvert, Marcus Logan, and Liz Martinez



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# III. Key Data Points & Themes



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# Success & Growth Areas

Success Areas	Growth Areas
<ul style="list-style-type: none"> <li>● <b>78%</b> of respondents often or always feel good about their job at MWA.                             <ul style="list-style-type: none"> <li>○ <b>100%</b> of Central Office respondents often or always feel good about their job at MWA.</li> </ul> </li> <li>● <b>60-65%</b> of respondents either agree or strongly agree that there are desirable career opportunities for them at MWA and they envision having a long-term career (5+ years) at MWA.</li> <li>● <b>88%</b> of respondents either agree or strongly agree that their colleagues contribute to MWA's mission and embody MWA's core values.</li> <li>● <b>70%</b> of respondents either agree or strongly agree that their supervisor has helped them identify strengths and areas of growth.</li> </ul>	<ul style="list-style-type: none"> <li>● <b>24%</b> of teacher respondents disagree or strongly disagree that they would recommend employment at MWA in comparison to 6% of non-faculty respondents.</li> <li>● <b>27%</b> of respondents disagree or strongly disagree that MWA clearly explains how key decisions are made.</li> <li>● <b>24%</b> of respondents disagree or strongly disagree that MWA effectively communicates important issues that affect them – the 9th-12th grade faculty has a higher percentage of <b>53%</b> who disagree or strongly disagree.</li> <li>● <b>32%</b> of teacher respondents disagree or strongly disagree that they feel valued in comparison to <b>3%</b> of non-faculty respondents.</li> </ul>



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# Emergent Themes

## Communication

- Late communications for items that are planned which impact daily operations
- No clear systems for communications
- Lack of follow through
- Disparity of experience by department, by supervisor
- Need for communication that is more responsive and less reactionary

## Understanding Roles & Responsibilities

- Lack of clarity on who owns what -- who do I go to when I need X, Y or Z?
- Confidence in leadership needs improvement
- Support/Education for Families is needed to support the work of all employees with an emphasis on teachers
- Disparity of experience for all employees is different by department, by supervisor



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# Emergent Themes

## DEI +

- Building on training that already took place this year
- More opportunities to turn learning into practice
- Training is needed on restoration after harm
- Tools for utilizing RJ in classrooms that are actionable
- Identify ways we can build on the strengths we have, this could contribute to a shift of being seen/heard/respected

## Systems & Procedures

- Inconsistent processes
- The processes that are in place are cumbersome, rigid, and sometimes antiquated
- A shift is needed to really orient people to truly testing and learning
- Are the right people in the right rooms? Are the most relevant/impacted voices incorporated in different processes?
- Onboarding and induction for new teachers and new employees



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# IV. Staff Engagement

- Hayley, Marcus, and Calvert hosted two open sessions (all staff were invited), approximately 20 participated.
- The ***purpose of the sessions*** were to:
  - ***widen the input funnel*** for potential solutions
  - create a ***space for dialogue*** that is focused on moving the culture forward
  - ***surface solutions*** that we can consider for implementation in the new school year



# IV. Staff Engagement

Participants in the open sessions broke out into small groups, by theme, and brainstormed ideas using a ***framework that asked them to expand on their ideas*** by reflecting on:

1. How does their idea addresses specific data points that they are identifying as barriers/challenges?
2. Who could implement the idea they are putting forward?
3. Ease of implementation.





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# V. Next Steps

- Working Group will complete the review and consolidation of the solutions that emerged through the open sessions
- Proposed solutions will be shared with the Culture and Climate Advisory Committee over the summer
- All staff will receive routine updates



# VI. Reflection on the Survey Process

- In my 5 years here, ***this was by far the best version of the Staff Satisfaction Survey administration***
- The process was ***led and owned by*** the working group which was largely composed of ***teachers***
- ***Engagement with the survey results*** by employees ***was constructive and fruitful***
- The ***solutions*** put forth by the working group and staff ***are actionable, measurable, and practical***



*A huge appreciation to Yasui, Logan, and Arizmendi-Calvert for their dedication and commitment to this process. Their ownership and follow through were pivotal to a successful administration.*



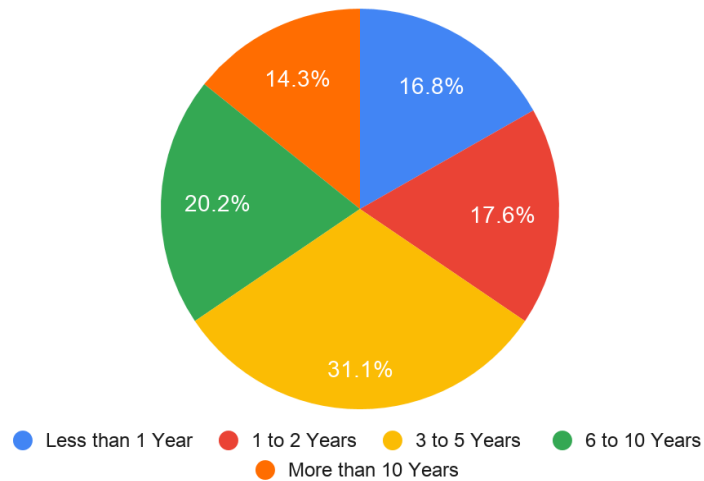
<b>Participation Data</b>	<b>2</b>
<b>Job Satisfaction &amp; Mission Alignment</b>	<b>3</b>
1. Overall, how do you feel as an employee at MWA?	3
2. My work has special meaning to me, this is not “just a job”.	4
3. MWA takes adequate action to promote employee wellness.	5
4. I feel that I personally contribute to MWA's mission.	6
5. I feel that my colleagues contribute to MWA's mission.	7
6. I feel that my colleagues embody MWA's core values.	8
7. I feel valued in my role at MWA.	9
8. I would recommend employment at MWA.	10
<b>Work Environment/Support</b>	<b>11</b>
9. I feel comfortable sharing my opinions and ideas.	11
10. I believe that collaboration is encouraged among teachers and staff at this school.	12
11. I believe work is distributed fairly in my department (most weeks, I can get my work done during my standard hours).	13
12. If an unusual situation comes up at work, I know who to go to for a solution.	14
<b>School Leadership</b>	<b>15</b>
13. I have confidence in school leadership.	15
14. School leadership is prepared to deal with both expected and unexpected events/issues.	16
<b>Executive Leadership</b>	<b>17</b>
15. I have confidence in executive leadership.	17
16. Executive leadership is prepared to deal with both expected and unexpected events/issues.	18
<b>Communication</b>	<b>19</b>
17. MWA clearly explains how key decisions are made.	19
18. MWA effectively communicates important issues that affect me.	20
19. MWA actively seeks input from a diverse group of employees regarding decisions that affect staff.	21
20. I believe I can influence decisions at my school or department.	22
21. School leaders have communicated a vision that motivates me.	23
22. Executive leaders have communicated a vision that motivates me.	24
<b>Relationship with Primary Supervisor</b>	<b>25</b>
23. My supervisor has helped me identify my strengths and areas for growth.	25
24. I feel comfortable asking my supervisor for help.	26

25. I am satisfied with the level of interaction and/or check-ins with my primary supervisor to receive regular support and provide my own feedback.	27
<b>Relationship with Coworkers</b>	<b>28</b>
26. I feel respected by other employees at MWA.	28
27. Collaboration is encouraged among teachers and staff at MWA.	29
28. A colleague has helped me identify my strengths and areas for growth.	30
<b>Growth &amp; Development Opportunities</b>	<b>31</b>
29. I have access to tools and resources needed to be successful in my role.	31
30. I am interested in taking on additional duties at MWA.	32
31. I believe there are desirable career opportunities for me at MWA.	33
32. I envision myself having a long-term career (5+ years) at MWA.	34

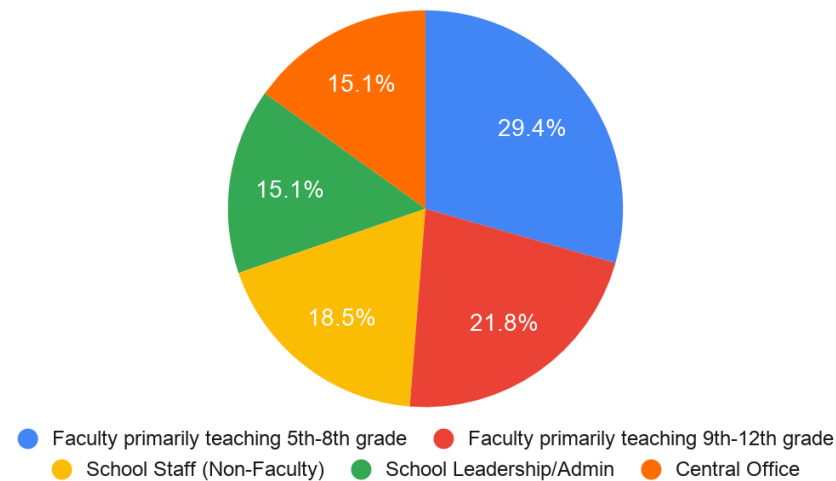
## Participation Data

Overall participation for all MWA employees was 89.4% (126 responses).

Survey Participation Disaggregated by Years of Service



Survey Participation Disaggregated by Group

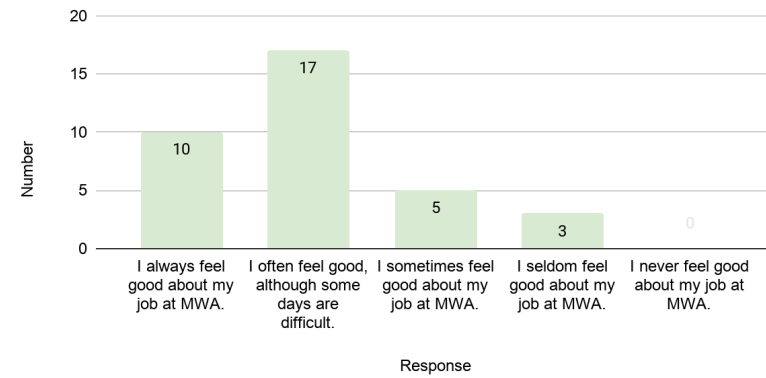


# Job Satisfaction & Mission Alignment

## 1. Overall, how do you feel as an employee at MWA?

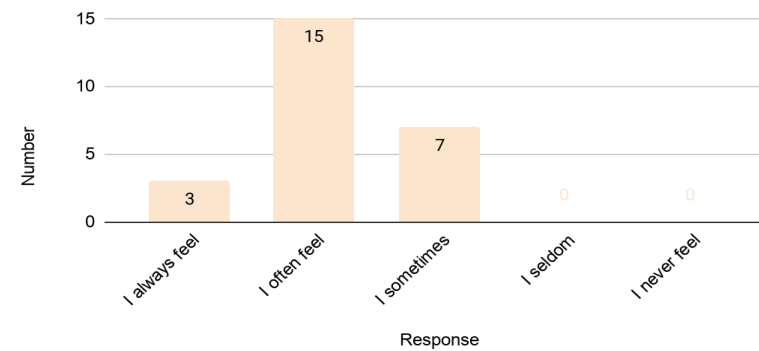
### Faculty (5th-8th)

Overall, how do you feel as an employee at MWA?



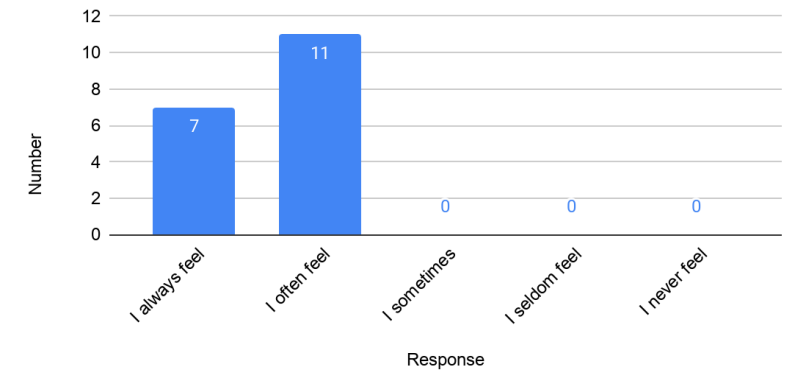
### Faculty (9th-12th)

Overall, how do you feel as an employee at MWA?



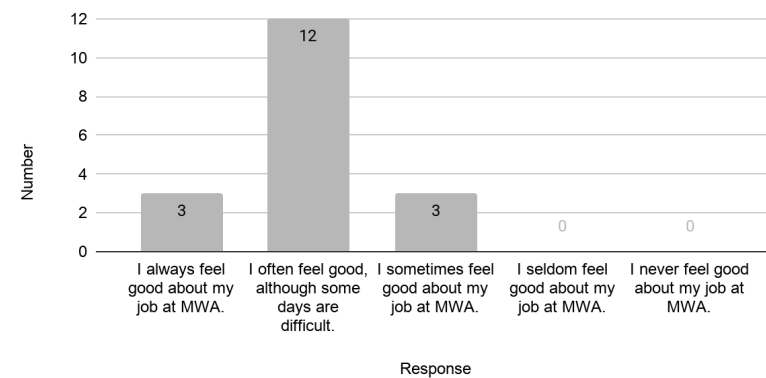
### Central Office

Overall, how do you feel as an employee at MWA?



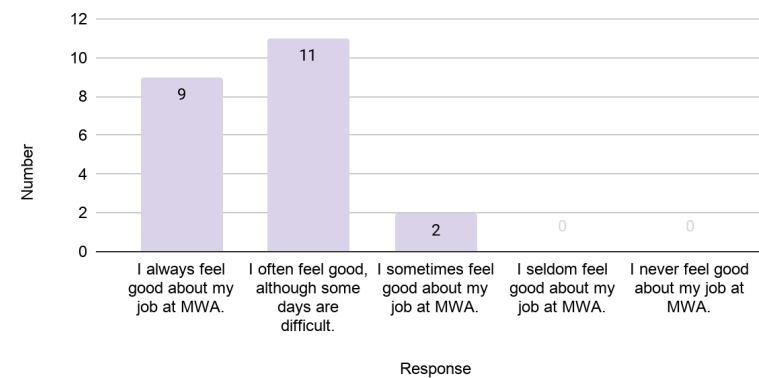
### School Leadership/Admin

Overall, how do you feel as an employee at MWA?



### Non-Instructional School Staff

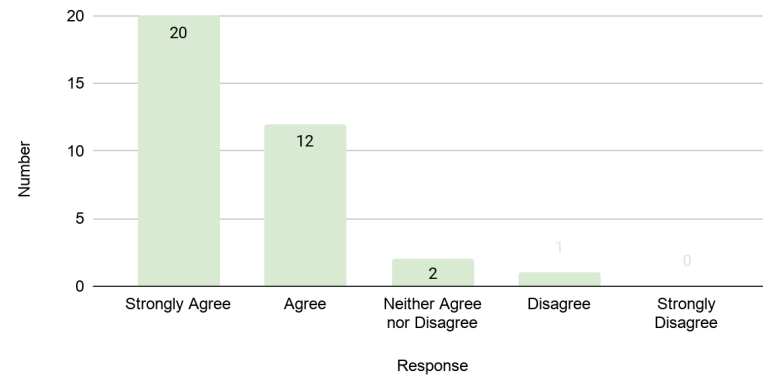
Overall, how do you feel as an employee at MWA?



## 2. My work has special meaning to me, this is not “just a job”.

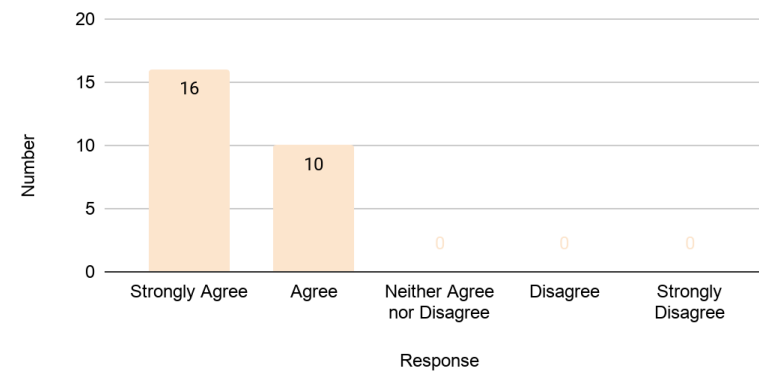
### Faculty (5th-8th)

My work has special meaning to me, this is not “just a job”.



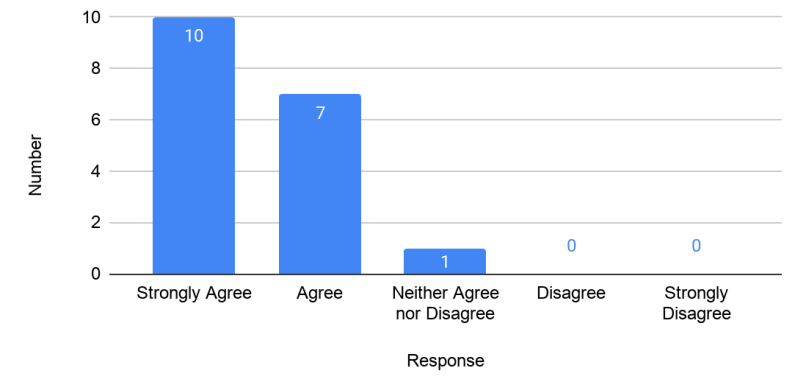
### Faculty (9th-12th)

My work has special meaning to me, this is not “just a job”.



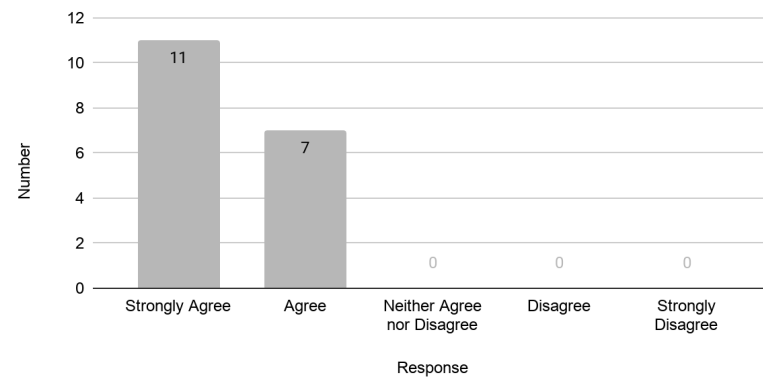
### Central Office

My work has special meaning to me, this is not “just a job”.



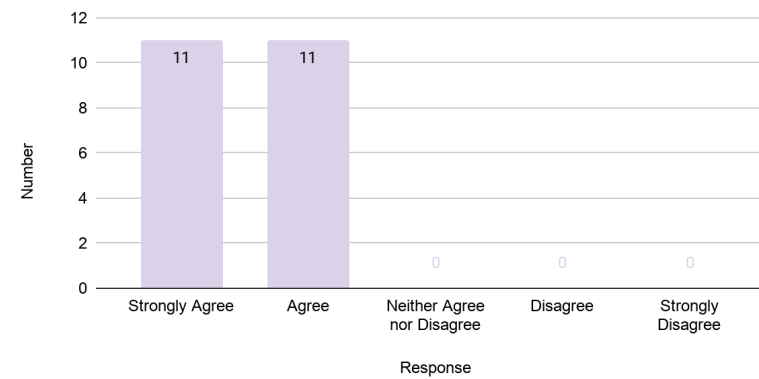
### School Leadership/Admin

My work has special meaning to me, this is not “just a job”.



### Non-Instructional School Staff

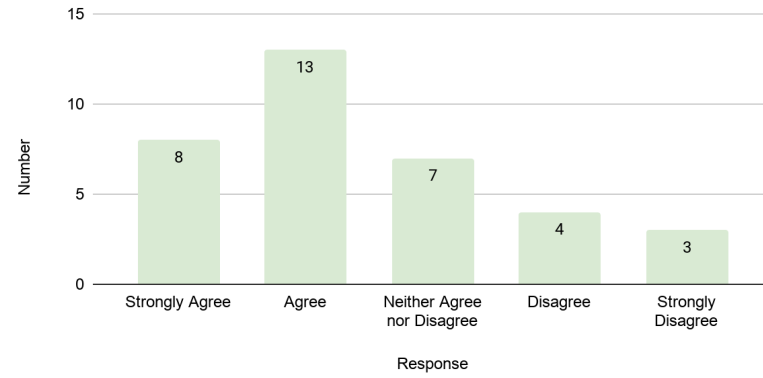
My work has special meaning to me, this is not “just a job”.



### 3. MWA takes adequate action to promote employee wellness.

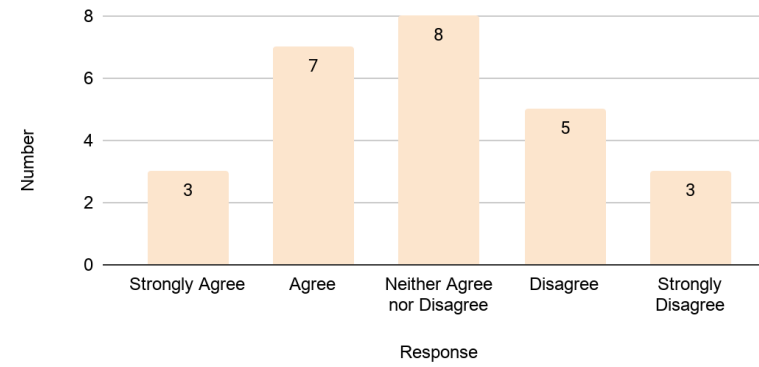
#### Faculty (5th-8th)

MWA takes adequate action to promote employee wellness.



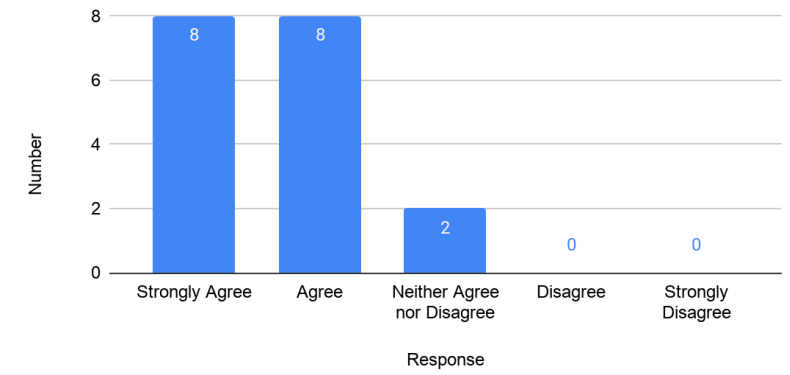
#### Faculty (9th-12th)

MWA takes adequate action to promote employee wellness.



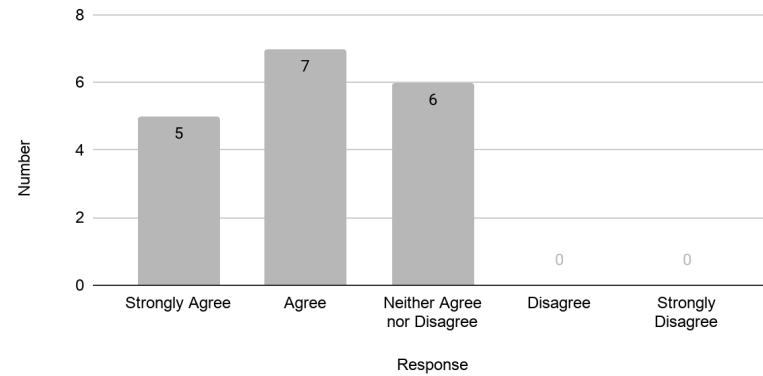
#### Central Office

MWA takes adequate action to promote employee wellness.



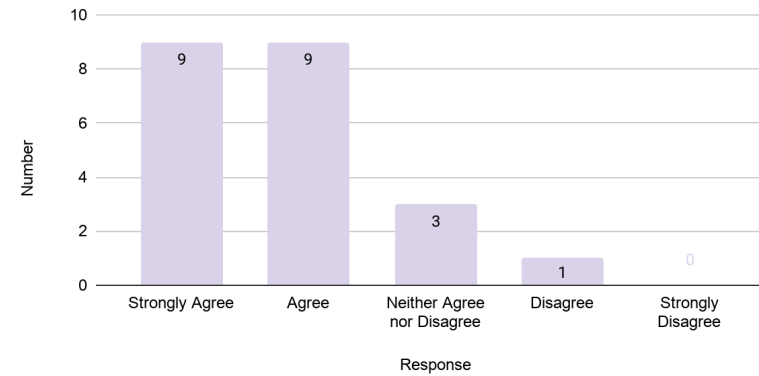
#### School Leadership/Admin

MWA takes adequate action to promote employee wellness.



#### Non-Instructional School Staff

MWA takes adequate action to promote employee wellness.

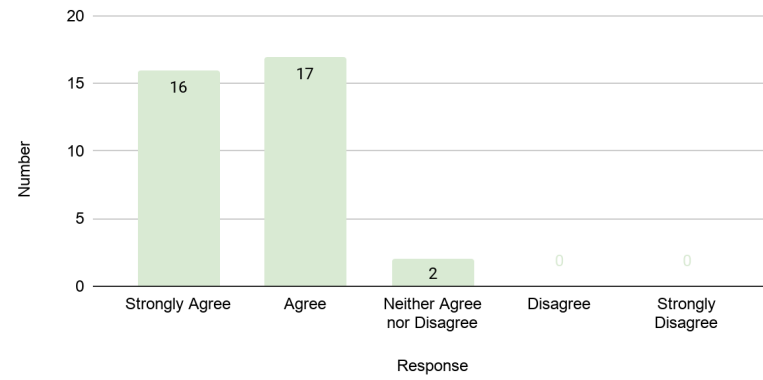




## 4. I feel that I personally contribute to MWA's mission.

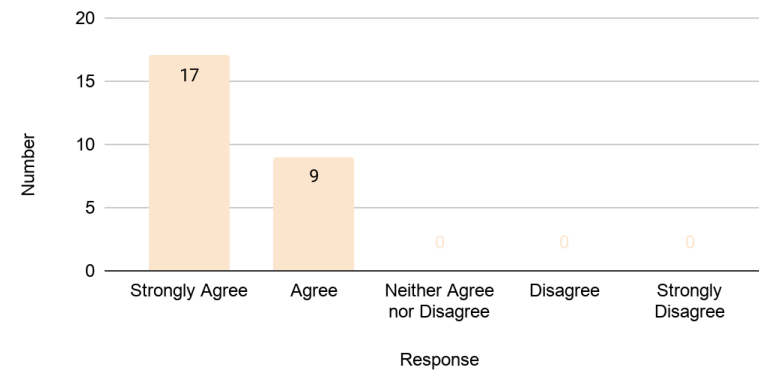
### Faculty (5th-8th)

I feel that I personally contribute to MWA's mission.



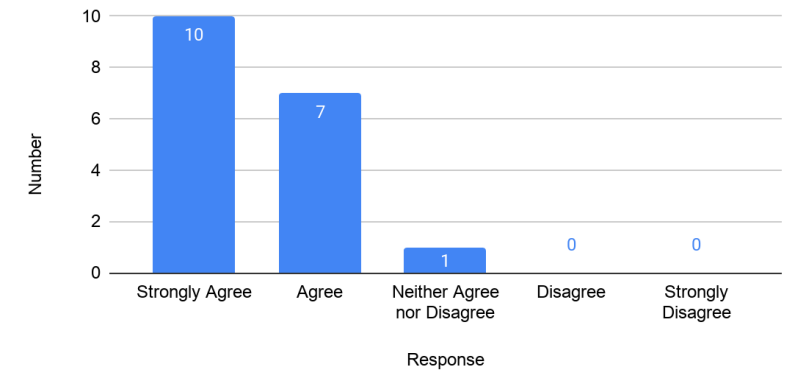
### Faculty (9th-12th)

I feel that I personally contribute to MWA's mission.



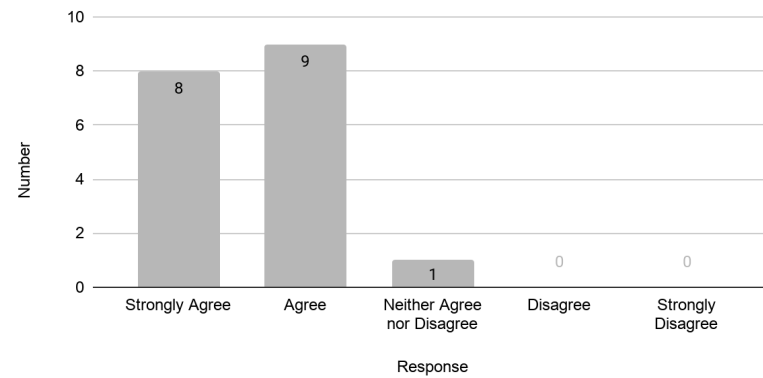
### Central Office

I feel that I personally contribute to MWA's mission.



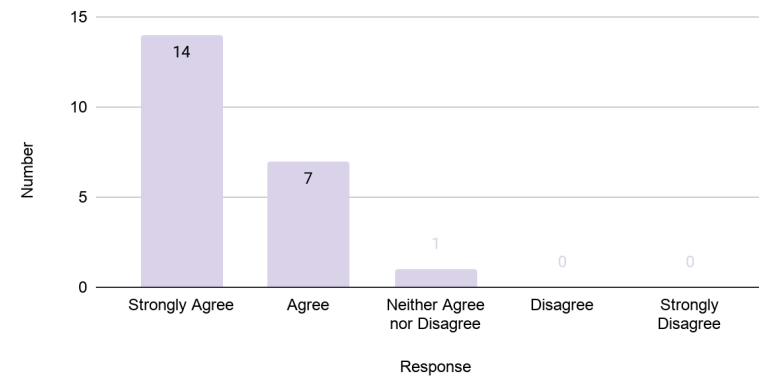
### School Leadership/Admin

I feel that I personally contribute to MWA's mission.



### Non-Instructional School Staff

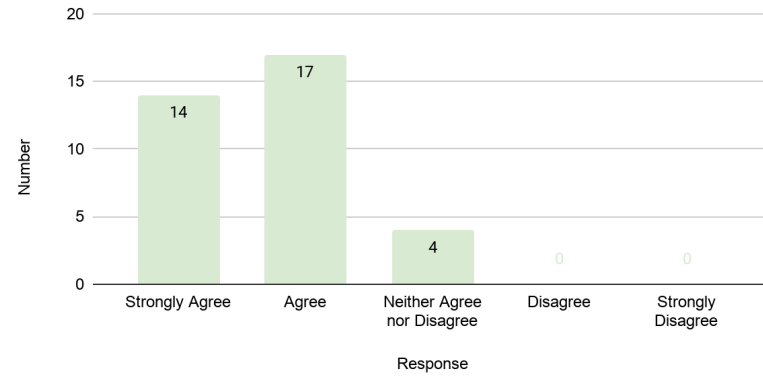
I feel that I personally contribute to MWA's mission.



## 5. I feel that my colleagues contribute to MWA's mission.

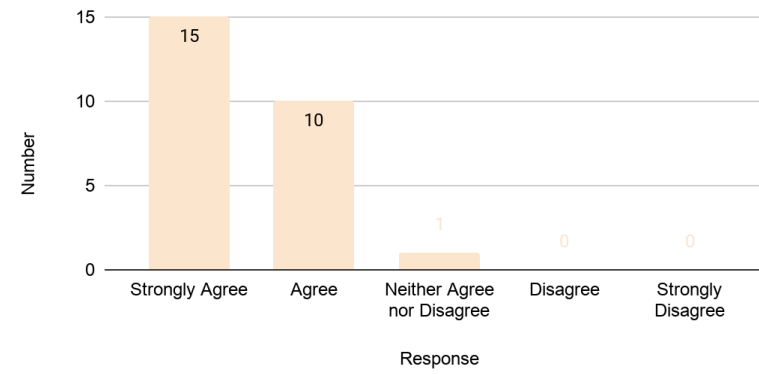
### Faculty (5th-8th)

I feel that my colleagues contribute to MWA's mission.



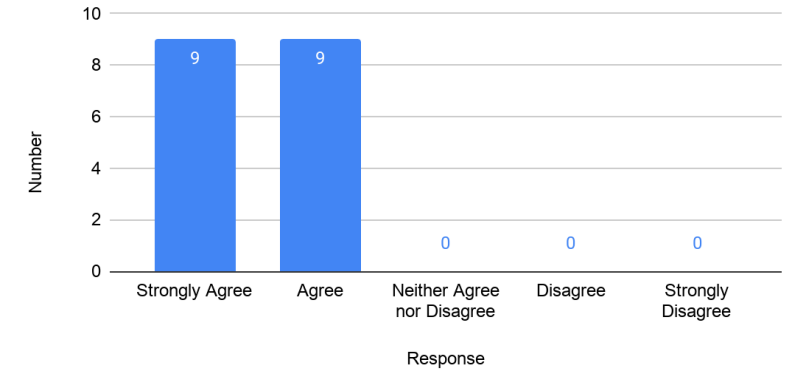
### Faculty (9th-12th)

I feel that my colleagues contribute to MWA's mission.



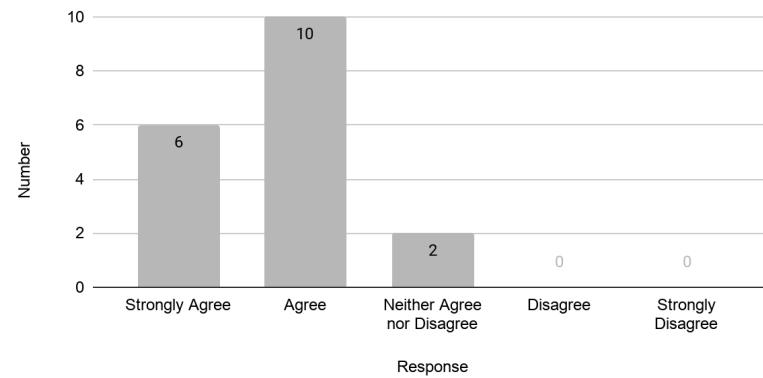
### Central Office

I feel that my colleagues contribute to MWA's mission.



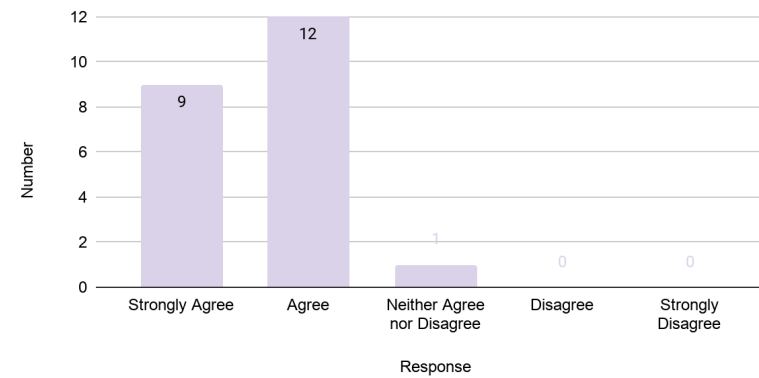
### School Leadership/Admin

I feel that my colleagues contribute to MWA's mission.



### Non-Instructional School Staff

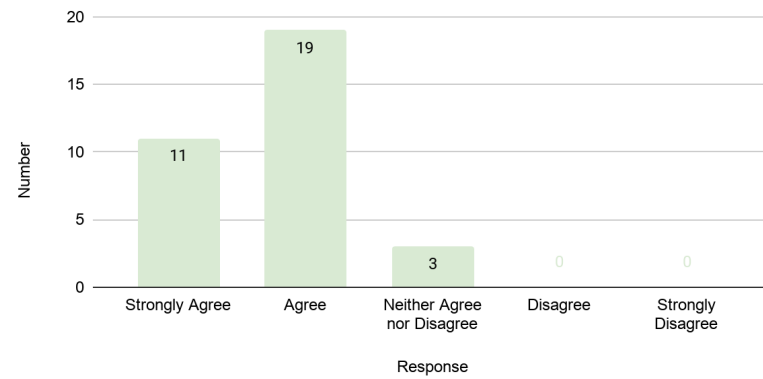
I feel that my colleagues contribute to MWA's mission.



## 6. I feel that my colleagues embody MWA's core values.

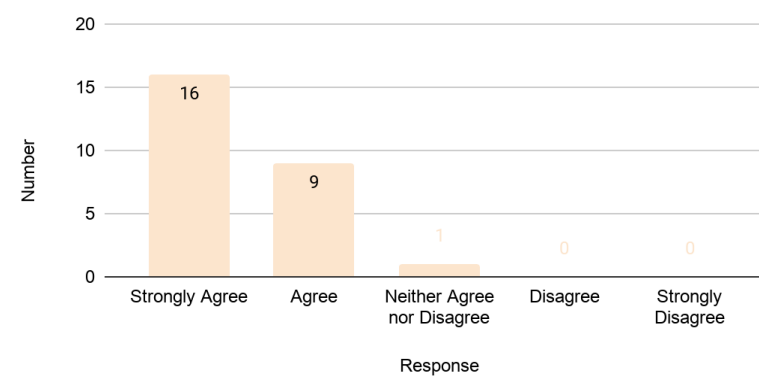
### Faculty (5th-8th)

I feel that my colleagues embody MWA's core values (Community, Resilience, Respect,



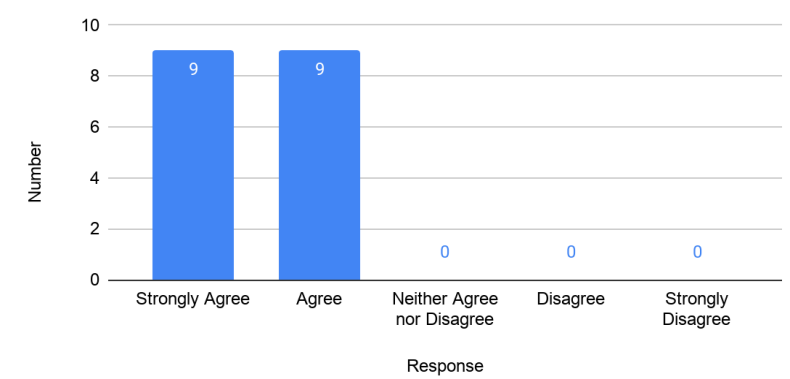
### Faculty (9th-12th)

I feel that my colleagues embody MWA's core values (Community, Resilience,



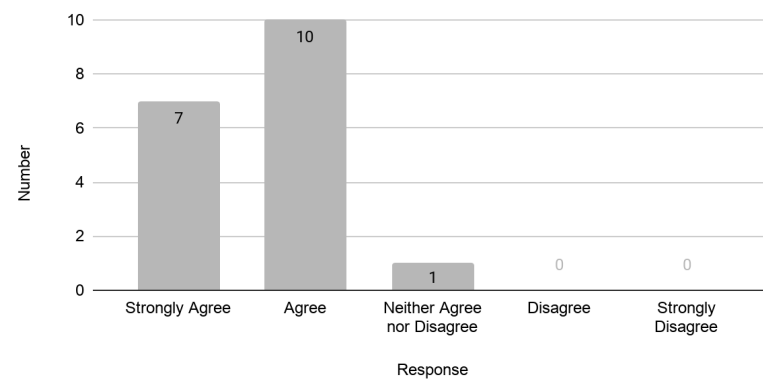
### Central Office

I feel that my colleagues embody MWA's core values (Community, Resilience,



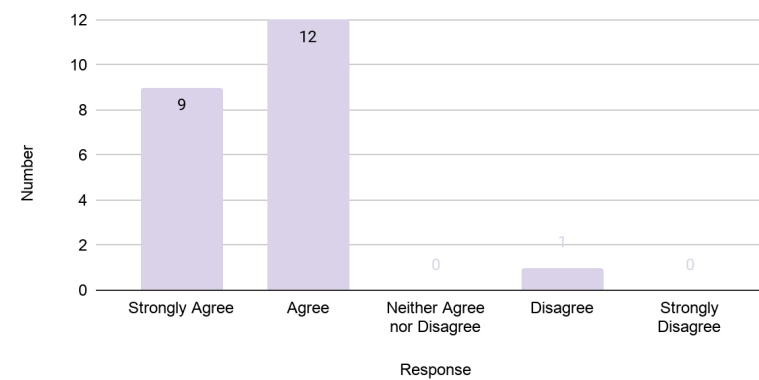
### School Leadership/Admin

I feel that my colleagues embody MWA's core values (Community, Resilience, Respect,



### Non-Instructional School Staff

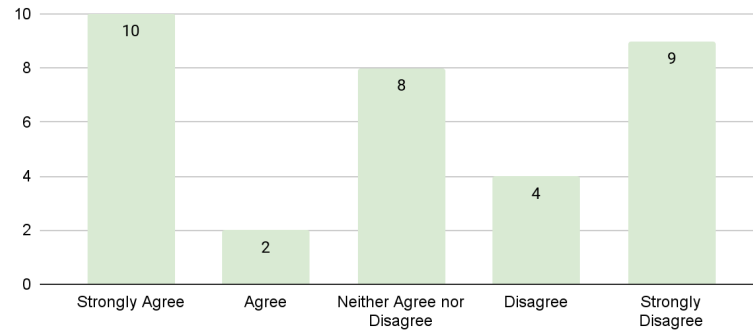
I feel that my colleagues embody MWA's core values (Community, Resilience, Respect,



## 7. I feel valued in my role at MWA.

### Faculty (5th-8th)

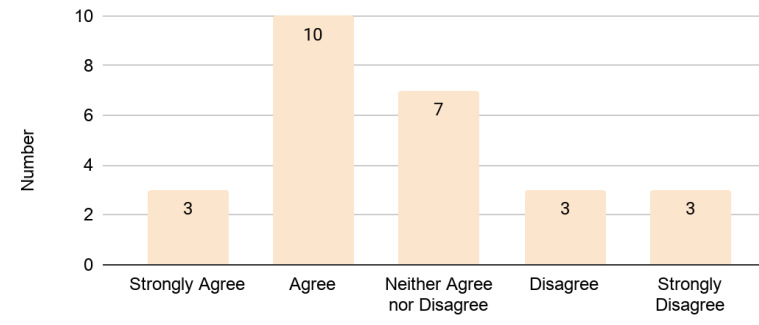
I feel valued in my role at MWA.



I feel valued in my role at MWA.

### Faculty (9th-12th)

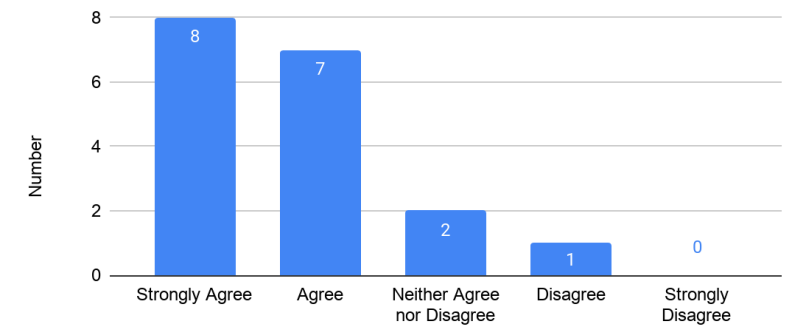
I feel valued in my role at MWA.



Response

### Central Office

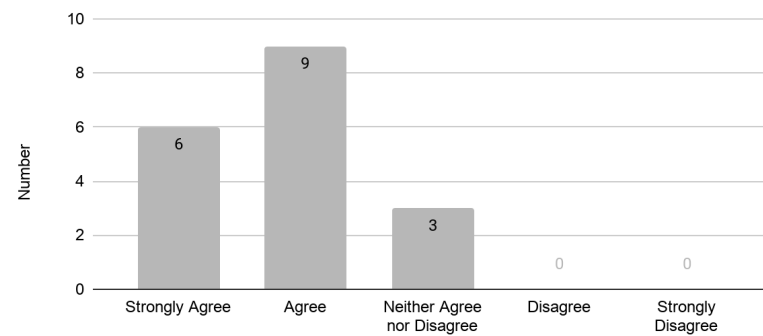
I feel valued in my role at MWA.



Response

### School Leadership/Admin

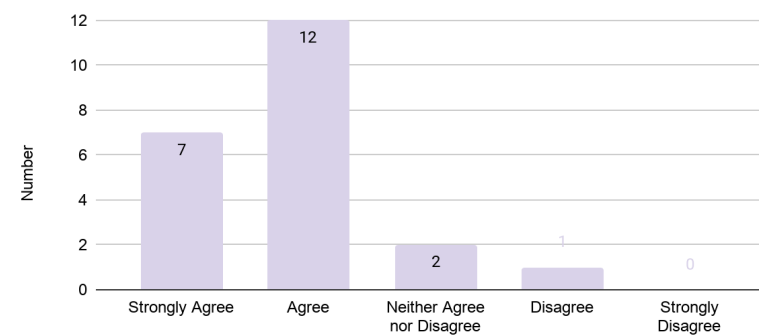
I feel valued in my role at MWA.



Response

### Non-Instructional School Staff

I feel valued in my role at MWA.



Response

## 8. I would recommend employment at MWA.

### Faculty (5th-8th)

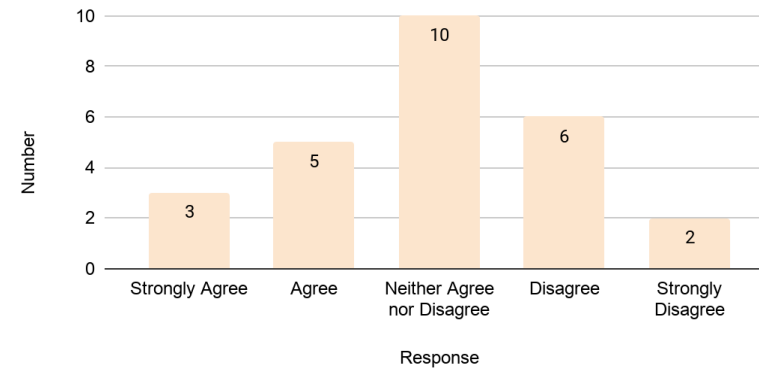
I would recommend employment at MWA.



I feel valued in my role at MWA.

### Faculty (9th-12th)

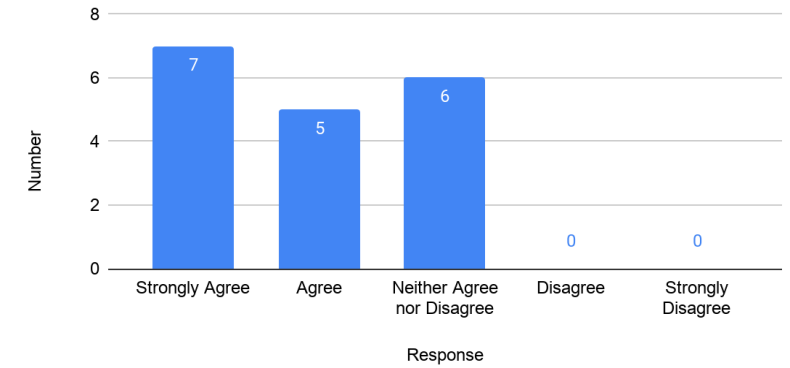
I would recommend employment at MWA.



Response

### Central Office

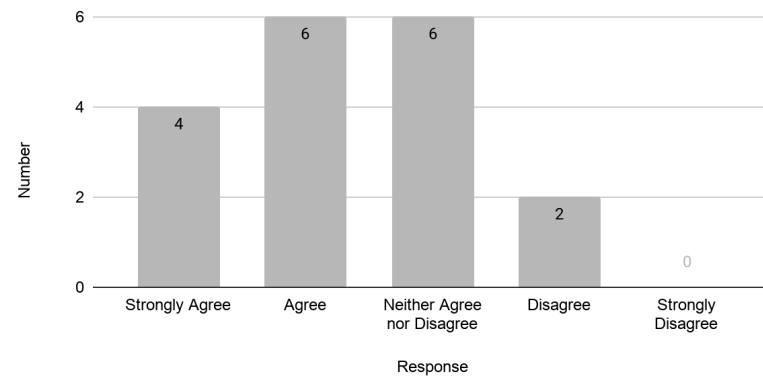
I would recommend employment at MWA.



Response

### School Leadership/Admin

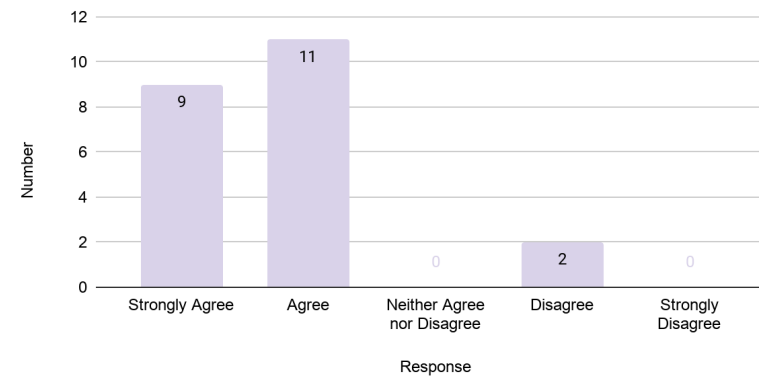
I would recommend employment at MWA.



Response

### Non-Instructional School Staff

I would recommend employment at MWA.



Response

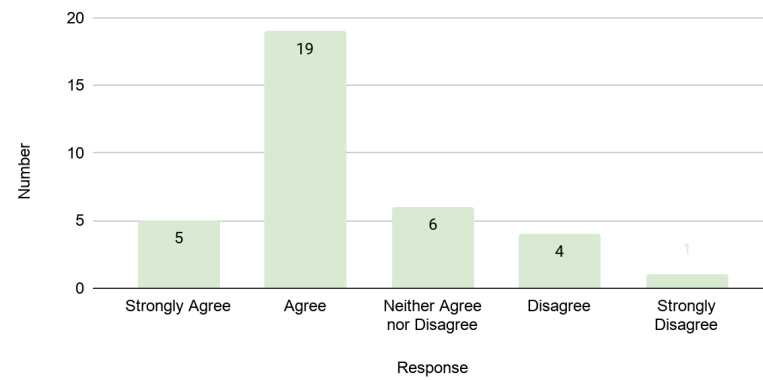
# Work Environment/Support

A positive, productive work environment is critical for any successful school or department. Staff members working together for a common purpose and mission will more efficiently and effectively achieve their goals. As you respond to each statement below, think about your office, department or school experiences this school year."

## 9. I feel comfortable sharing my opinions and ideas.

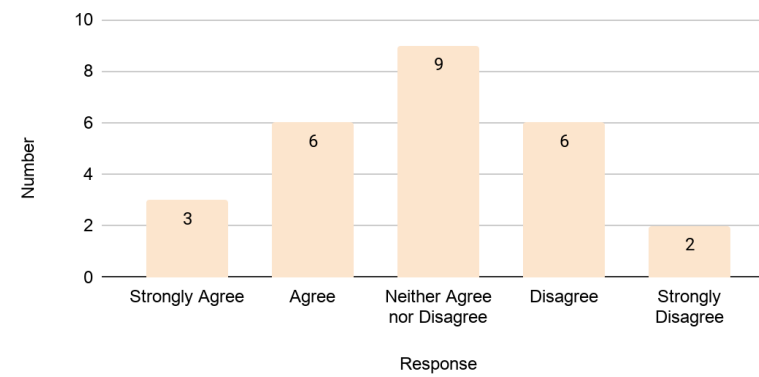
### Faculty (5th-8th)

I feel comfortable sharing my opinions and ideas.



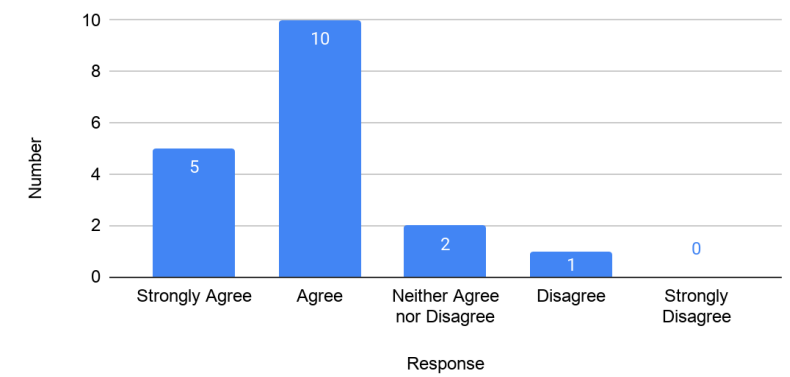
### Faculty (9th-12th)

I feel comfortable sharing my opinions and ideas.



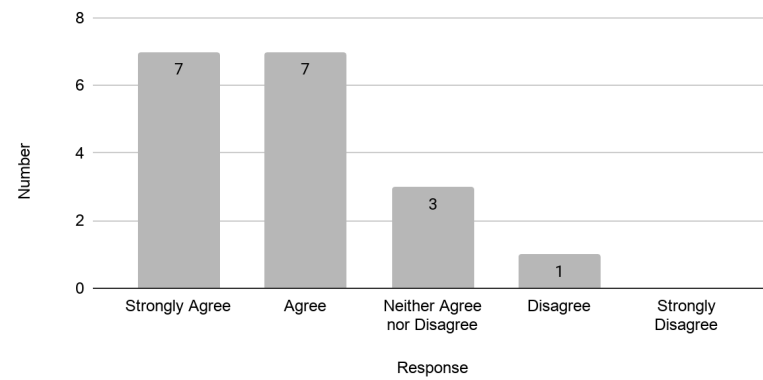
### Central Office

I feel comfortable sharing my opinions and ideas.



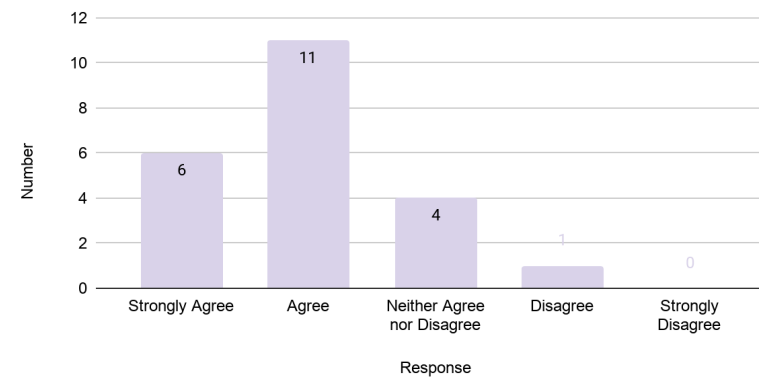
### School Leadership/Admin

I feel comfortable sharing my opinions and ideas.



### Non-Instructional School Staff

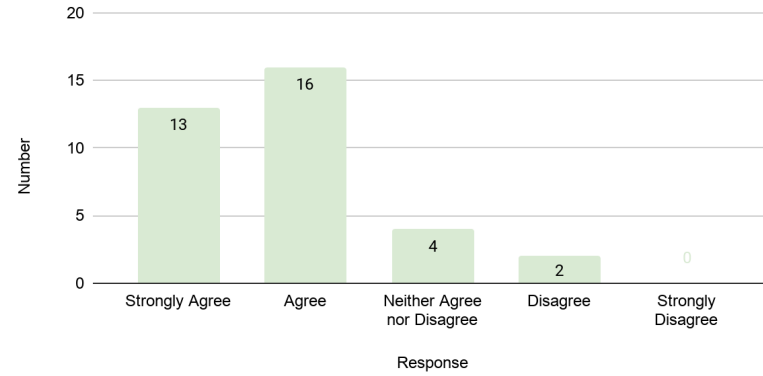
I feel comfortable sharing my opinions and ideas.



## 10. I believe that collaboration is encouraged among teachers and staff at this school.

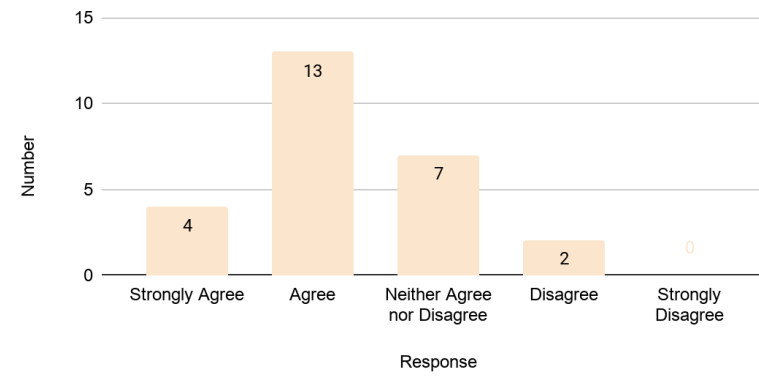
### Faculty (5th-8th)

I believe that collaboration is encouraged among teachers and staff at this school.



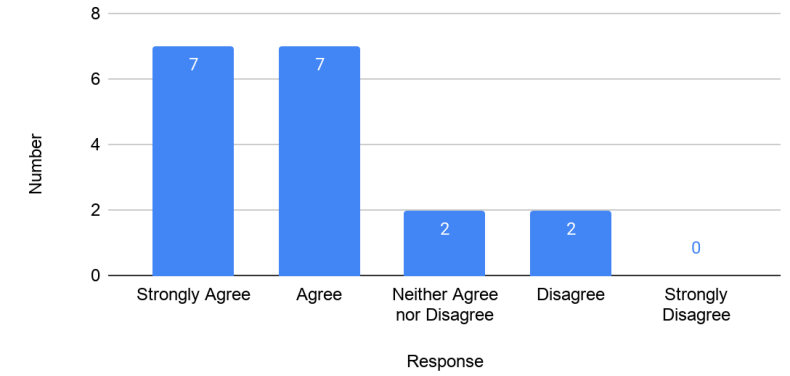
### Faculty (9th-12th)

I believe that collaboration is encouraged among teachers and staff at this school.



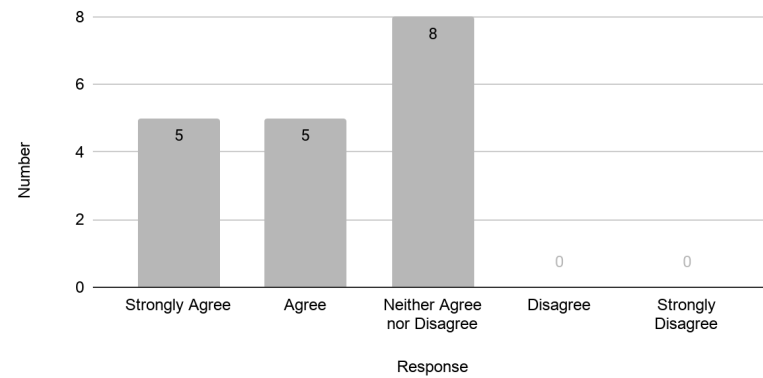
### Central Office

I believe that collaboration is encouraged among teachers and staff at this school.



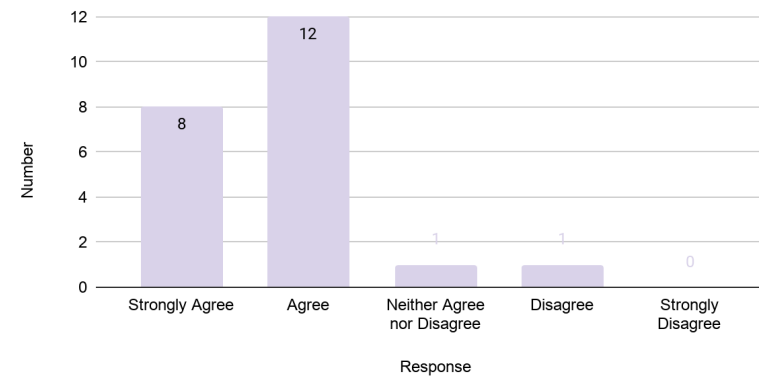
### School Leadership/Admin

I believe that collaboration is encouraged among teachers and staff at this school.



### Non-Instructional School Staff

I believe that collaboration is encouraged among teachers and staff at this school.

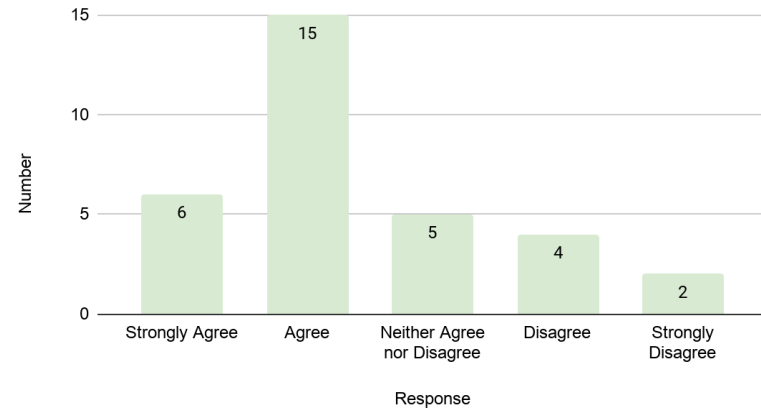




# 11. I believe work is distributed fairly in my department (most weeks, I can get my work done during my standard hours).

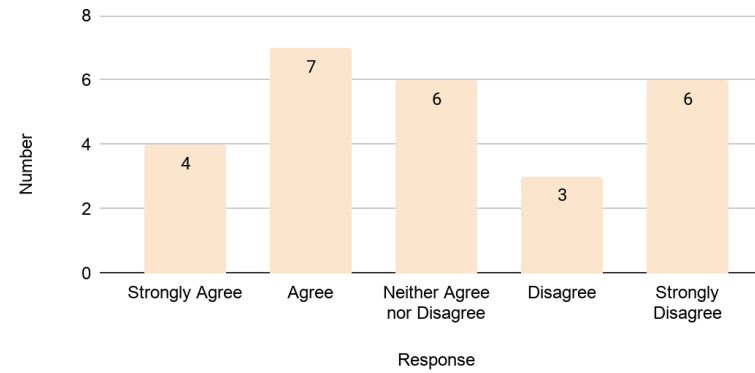
## Faculty (5th-8th)

I believe work is distributed fairly in my department (most weeks, I can get my work



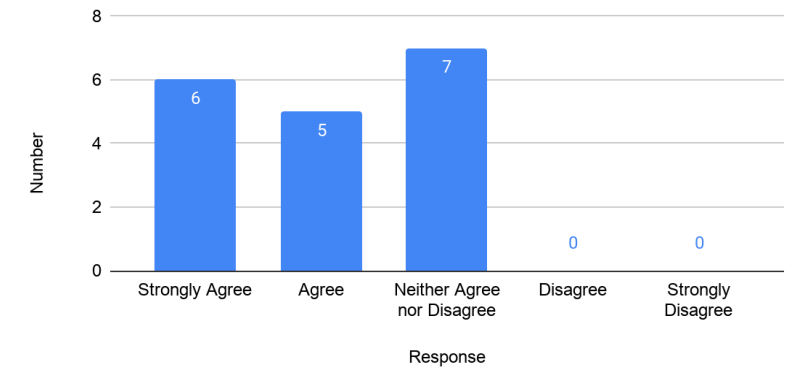
## Faculty (9th-12th)

I believe work is distributed fairly in my department (most weeks, I can get my



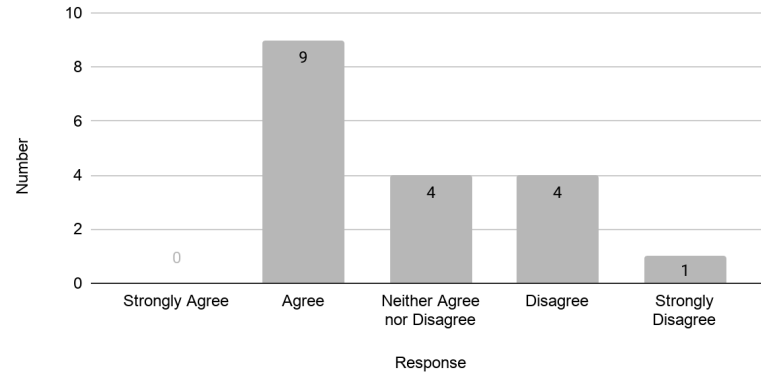
## Central Office

I believe work is distributed fairly in my department (most weeks, I can get my work



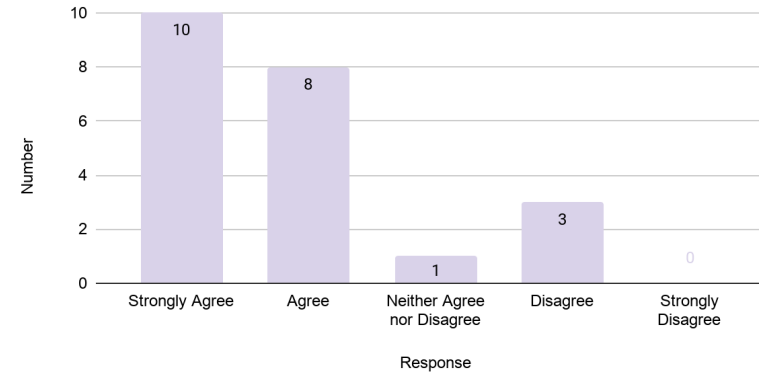
## School Leadership/Admin

I believe work is distributed fairly in my department (most weeks, I can get my work done



## Non-Instructional School Staff

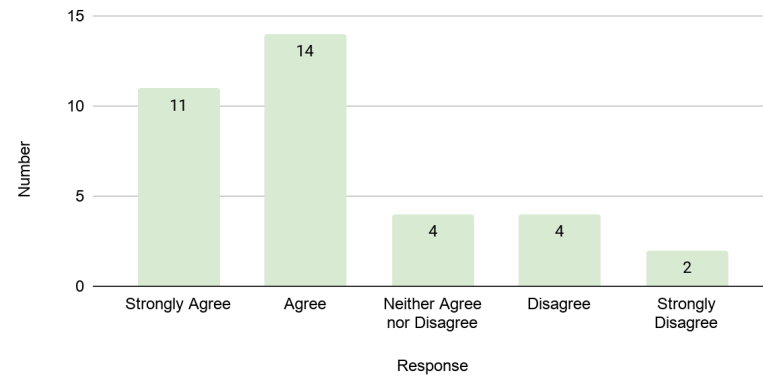
I believe work is distributed fairly in my department (most weeks, I can get my work done



## 12. If an unusual situation comes up at work, I know who to go to for a solution.

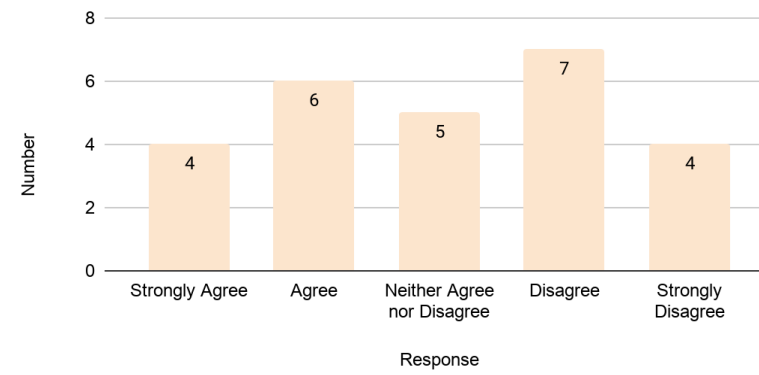
### Faculty (5th-8th)

If an unusual situation comes up at work, I know who to go to for a solution.



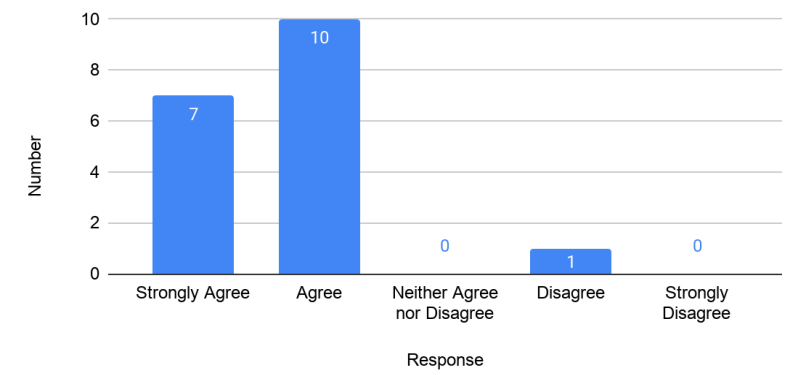
### Faculty (9th-12th)

If an unusual situation comes up at work, I know who to go to for a solution.



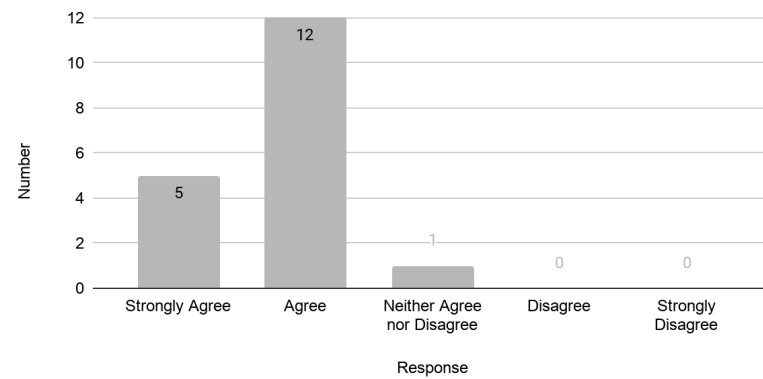
### Central Office

If an unusual situation comes up at work, I know who to go to for a solution.



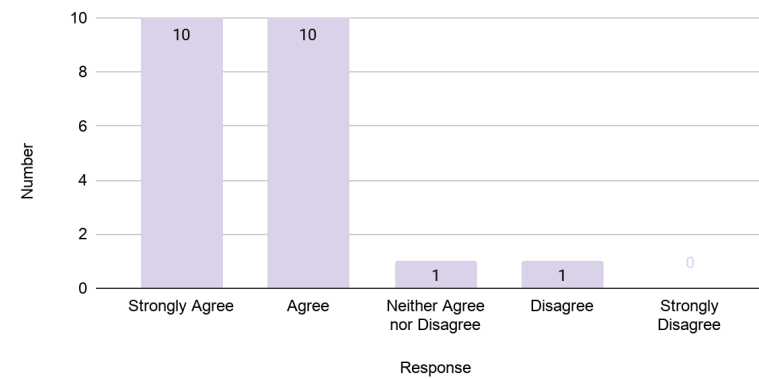
### School Leadership/Admin

If an unusual situation comes up at work, I know who to go to for a solution.



### Non-Instructional School Staff

If an unusual situation comes up at work, I know who to go to for a solution.



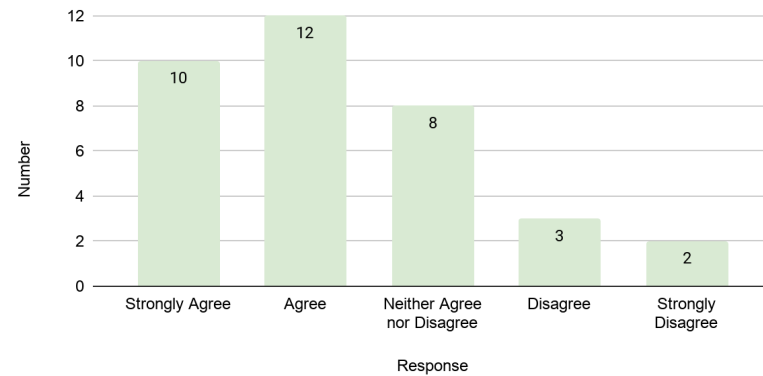
# School Leadership

Below are statements related to MWA's school leadership. As you respond, please think about your experience this school year. Note: In addition to the Sr. School Director, school leadership includes the following areas: Academic Instruction, Holistic Support Services, College & Career Counseling, Family Engagement, Athletics & Operations.

## 13. I have confidence in school leadership.

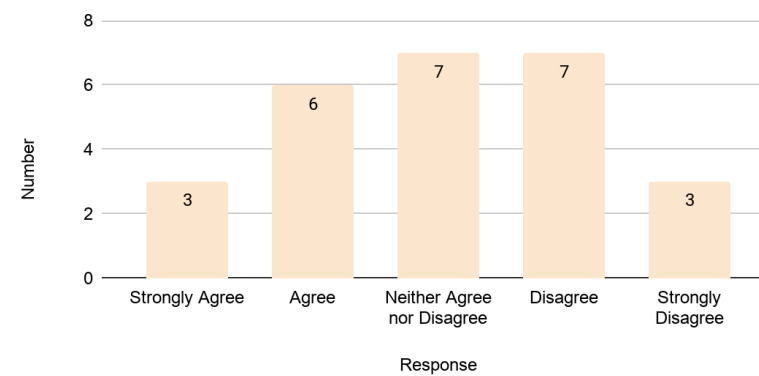
### Faculty (5th-8th)

I have confidence in school leadership.



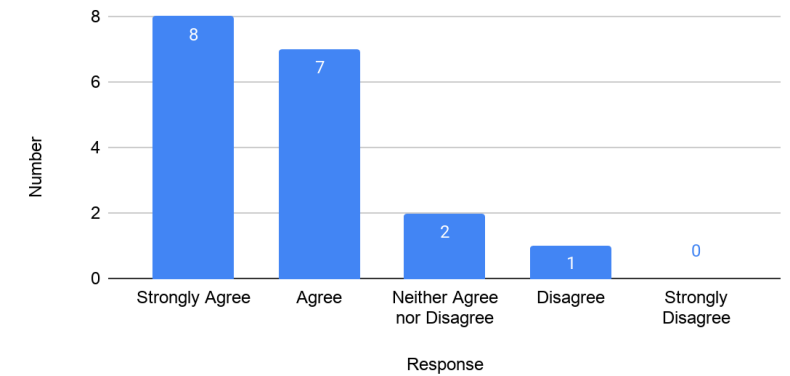
### Faculty (9th-12th)

I have confidence in school leadership.



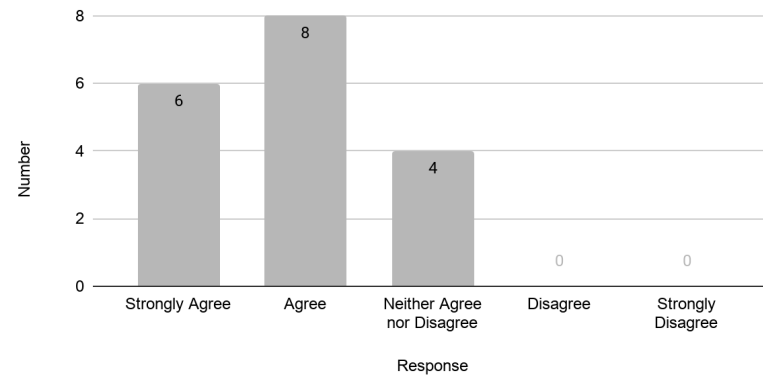
### Central Office

I have confidence in school leadership.



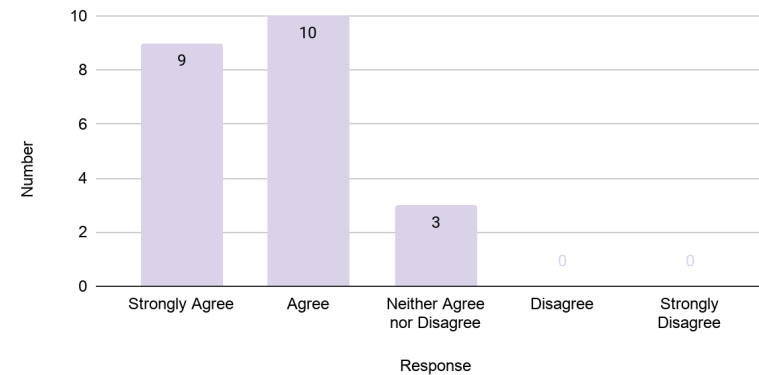
### School Leadership/Admin

I have confidence in school leadership.



### Non-Instructional School Staff

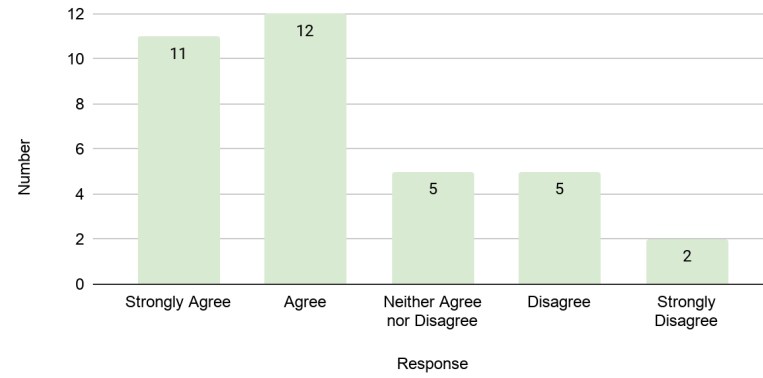
I have confidence in school leadership.



## 14. School leadership is prepared to deal with both expected and unexpected events/issues.

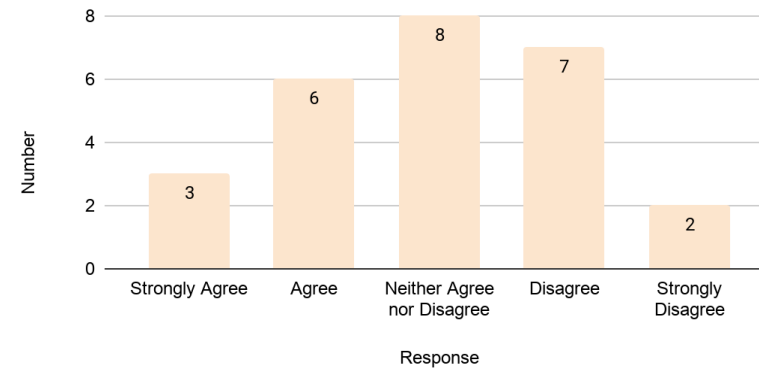
### Faculty (5th-8th)

School leadership is prepared to deal with both expected and unexpected events/issues.



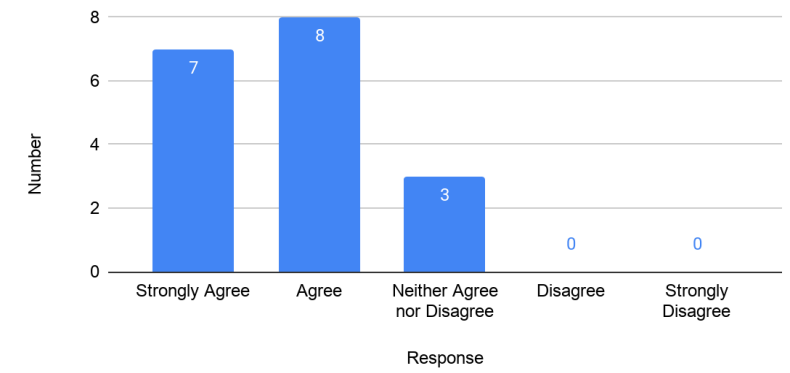
### Faculty (9th-12th)

School leadership is prepared to deal with both expected and unexpected



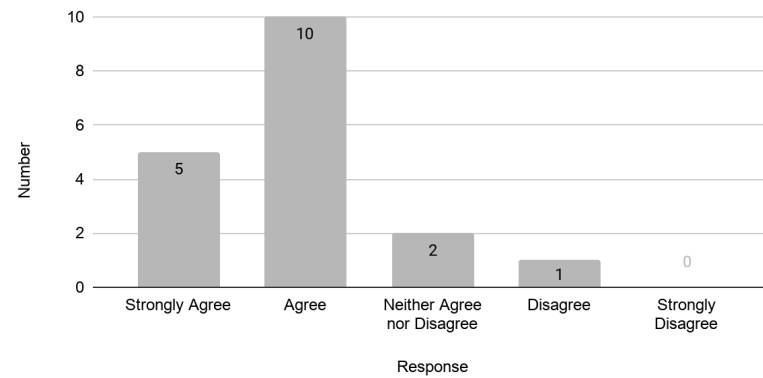
### Central Office

School leadership is prepared to deal with both expected and unexpected



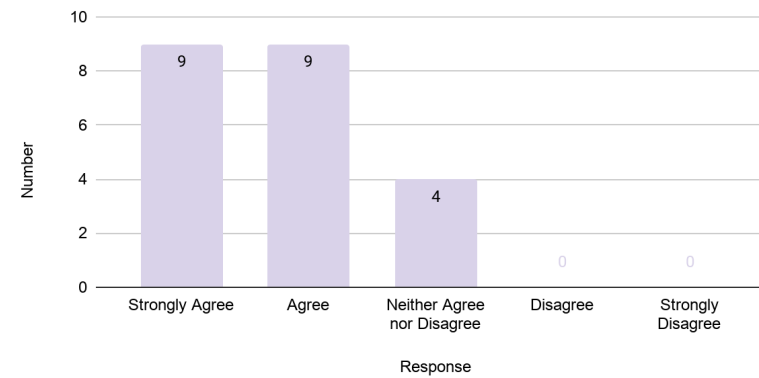
### School Leadership/Admin

School leadership is prepared to deal with both expected and unexpected events/issues.



### Non-Instructional School Staff

School leadership is prepared to deal with both expected and unexpected events/issues.



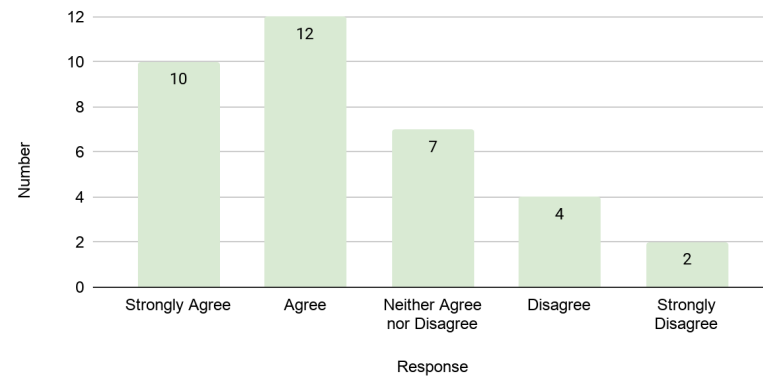
# Executive Leadership

Below are statements related to MWA's executive leadership. As you respond, please think about your experience this school year. Note: Executive leadership includes the Chief Executive Officer, Chief of Staff, Managing Director of Community Engagement, Managing Director of IT, Managing Director of Talent Acquisition & Chief Financial Officer.

## 15. I have confidence in executive leadership.

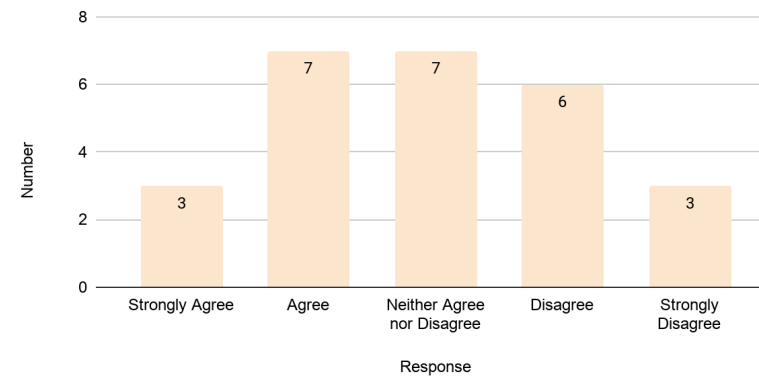
### Faculty (5th-8th)

I have confidence in executive leadership.



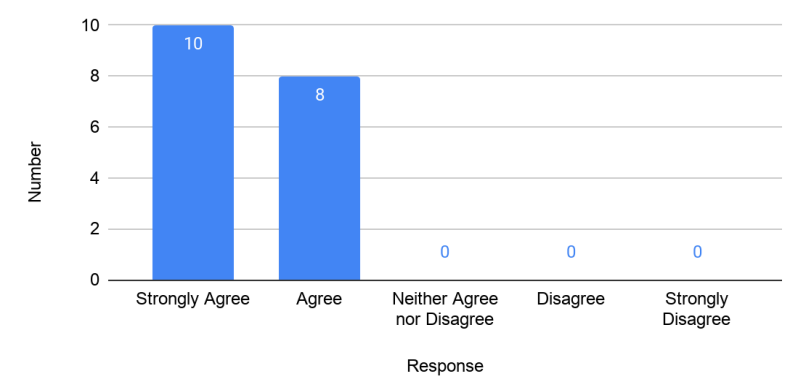
### Faculty (9th-12th)

I have confidence in executive leadership.



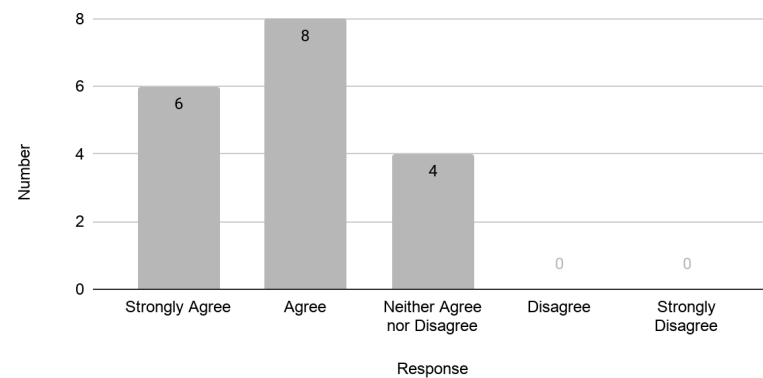
### Central Office

I have confidence in executive leadership.



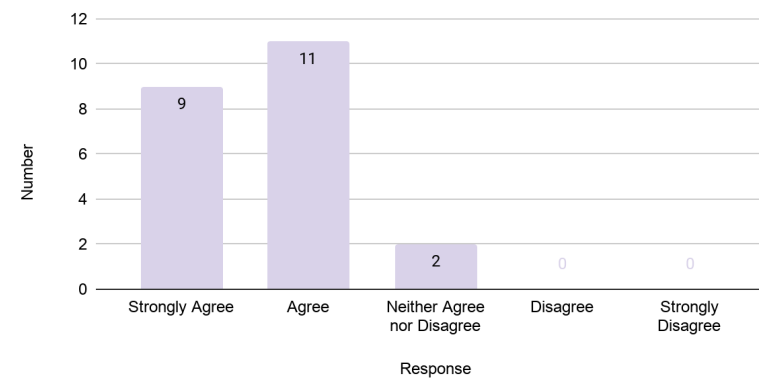
### School Leadership/Admin

I have confidence in executive leadership.



### Non-Instructional School Staff

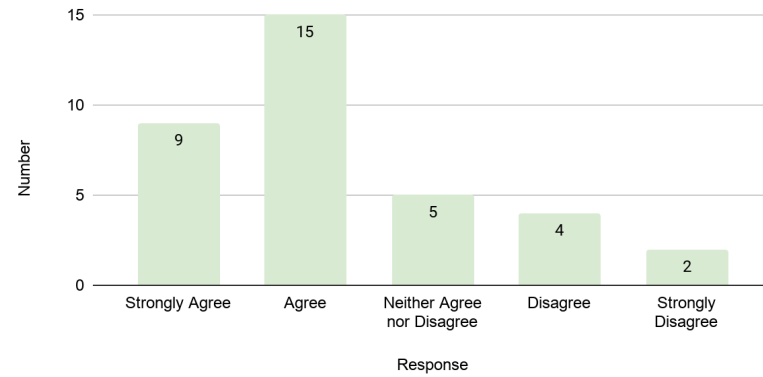
I have confidence in executive leadership.



## 16. Executive leadership is prepared to deal with both expected and unexpected events/issues.

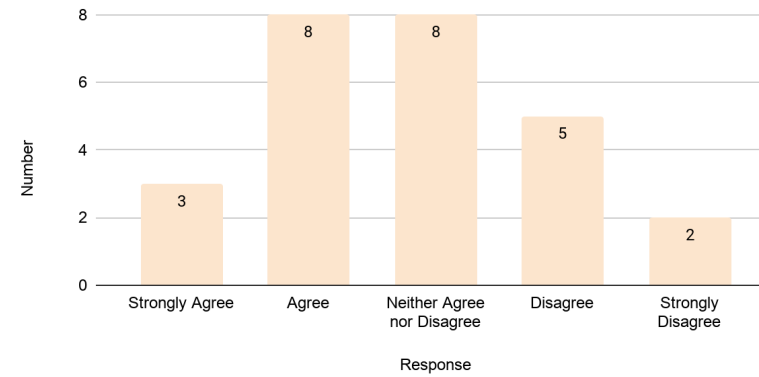
### Faculty (5th-8th)

Executive leadership is prepared to deal with both expected and unexpected



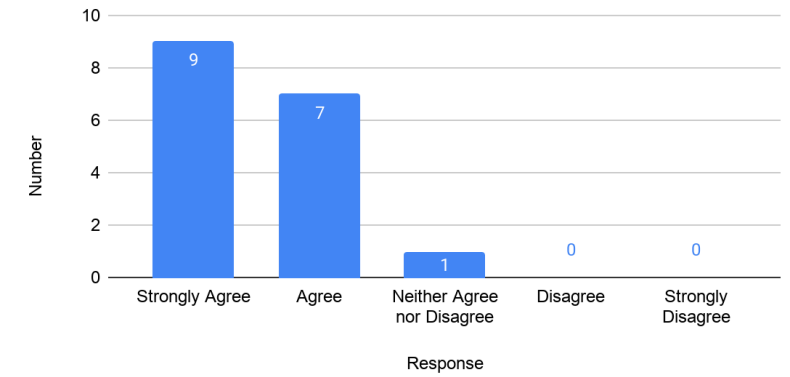
### Faculty (9th-12th)

Executive leadership is prepared to deal with both expected and unexpected



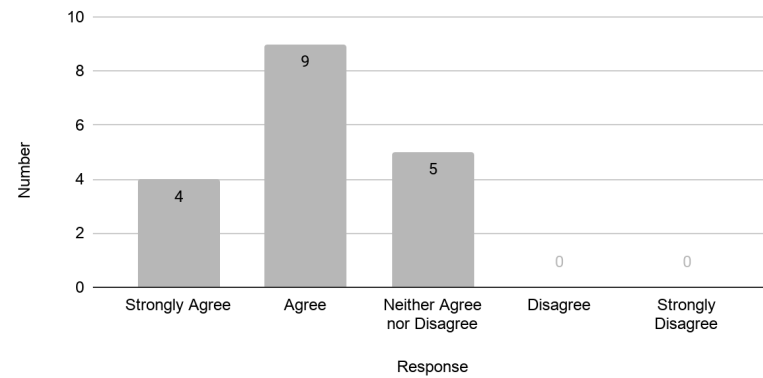
### Central Office

Executive leadership is prepared to deal with both expected and unexpected



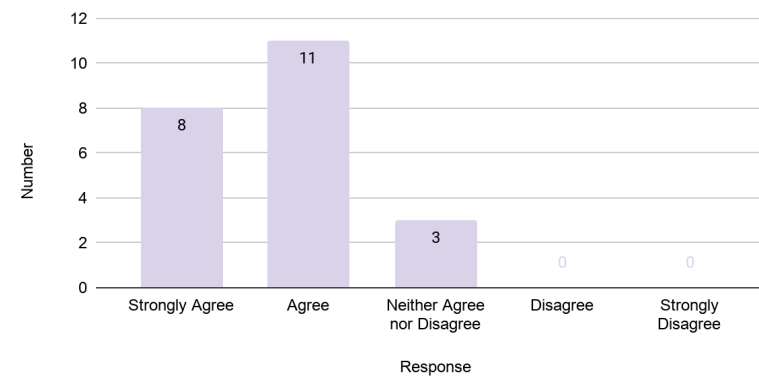
### School Leadership/Admin

Executive leadership is prepared to deal with both expected and unexpected



### Non-Instructional School Staff

Executive leadership is prepared to deal with both expected and unexpected



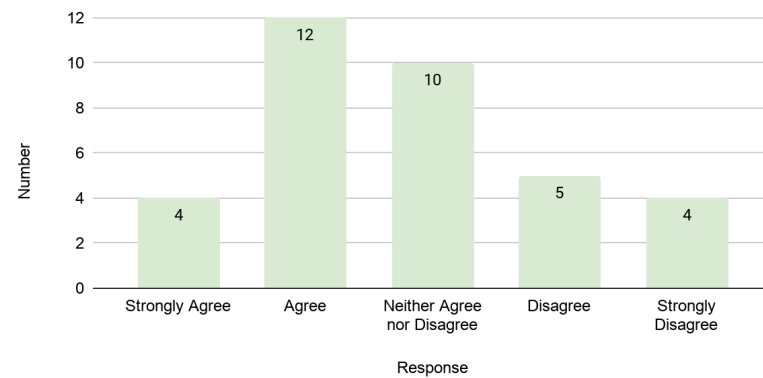
# Communication

Communicating effectively and efficiently ensures our staff is informed about important information in the most efficient manner possible. As you respond, please think about your workplace office, department or school experiences this school year.

## 17. MWA clearly explains how key decisions are made.

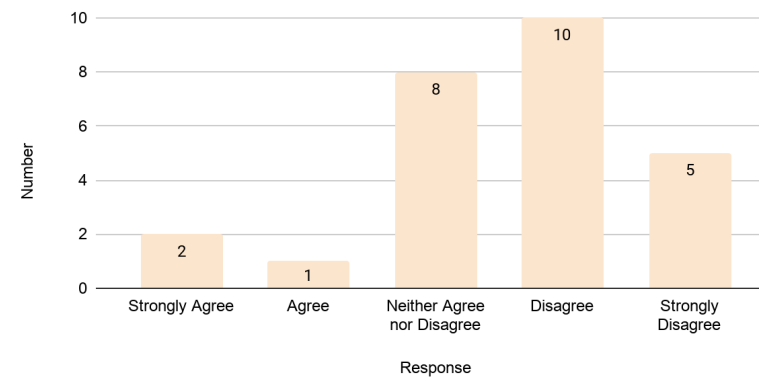
### Faculty (5th-8th)

MWA clearly explains how key decisions are made.



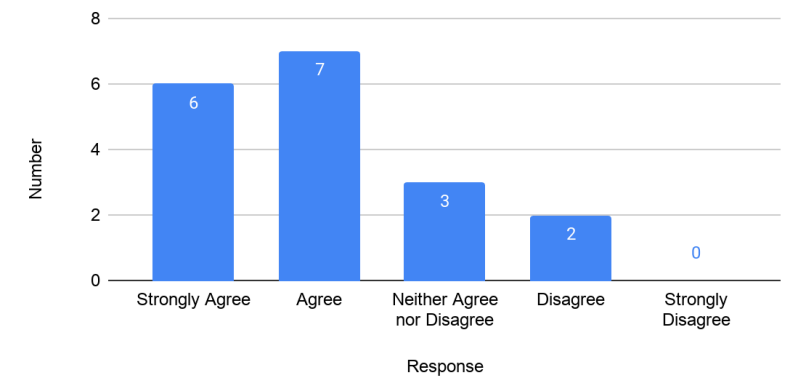
### Faculty (9th-12th)

MWA clearly explains how key decisions are made.



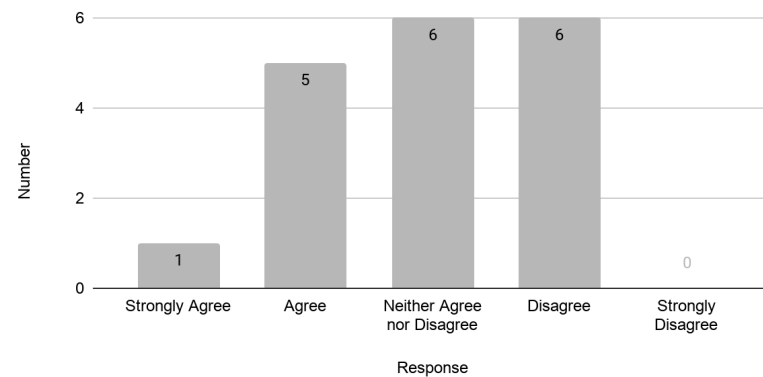
### Central Office

MWA clearly explains how key decisions are made.



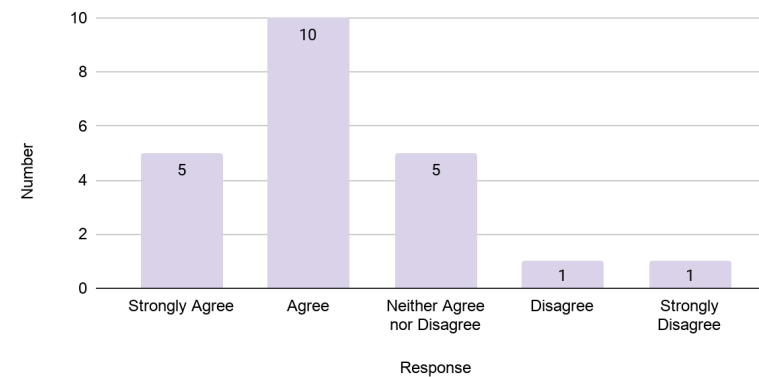
### School Leadership/Admin

MWA clearly explains how key decisions are made.



### Non-School Instructional Staff

MWA clearly explains how key decisions are made.

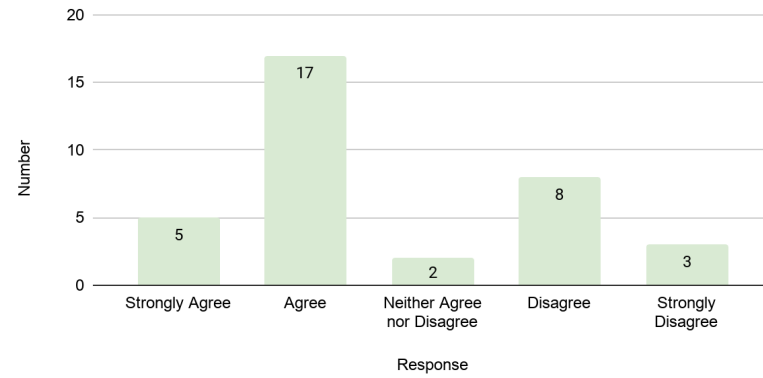




## 18. MWA effectively communicates important issues that affect me.

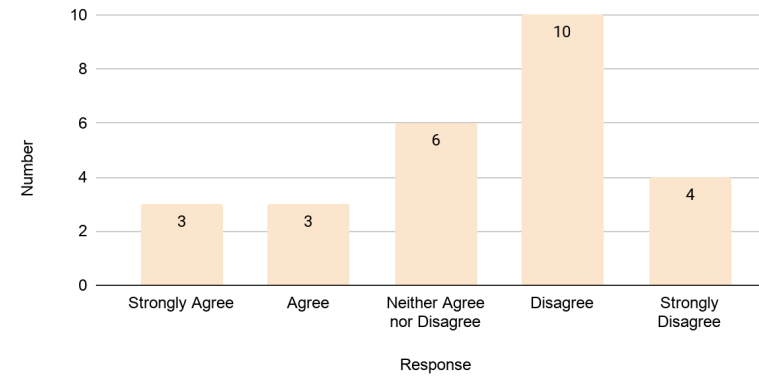
### Faculty (5th-8th)

MWA effectively communicates important issues that affect me.



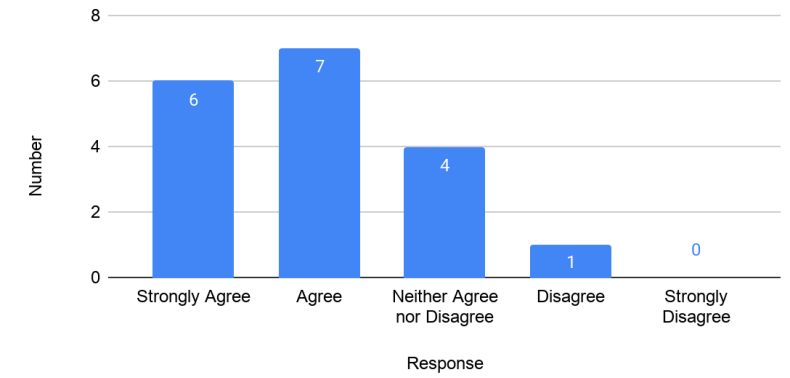
### Faculty (9th-12th)

MWA effectively communicates important issues that affect me.



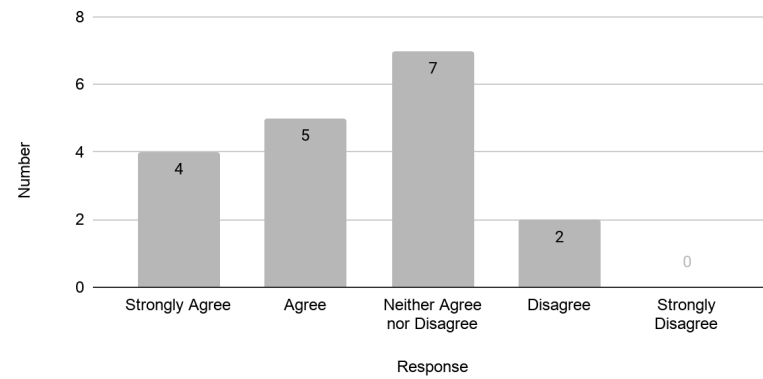
### Central Office

MWA effectively communicates important issues that affect me.



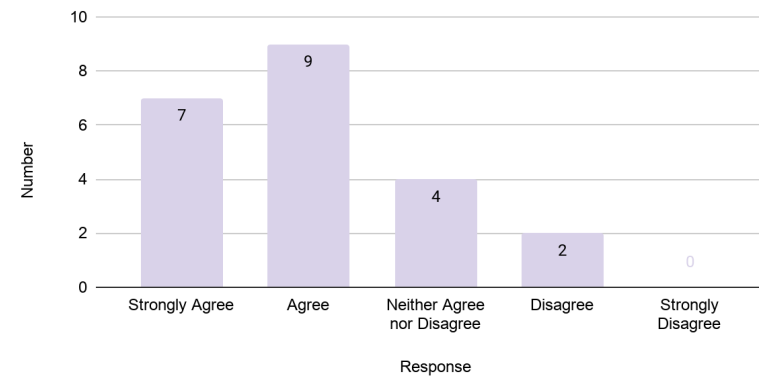
### School Leadership/Admin

MWA effectively communicates important issues that affect me.



### Non-Instructional Staff

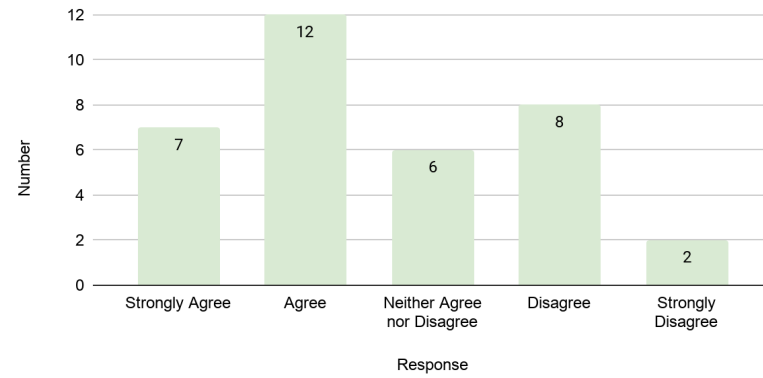
MWA effectively communicates important issues that affect me.



## 19. MWA actively seeks input from a diverse group of employees regarding decisions that affect staff.

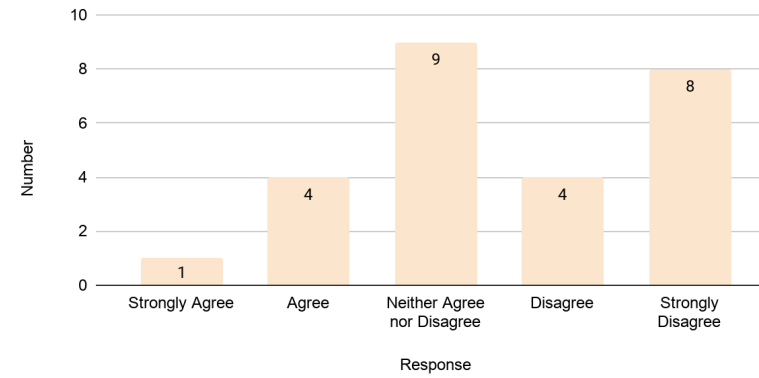
### Faculty (5th-8th)

MWA actively seeks input from a diverse group of employees regarding decisions that



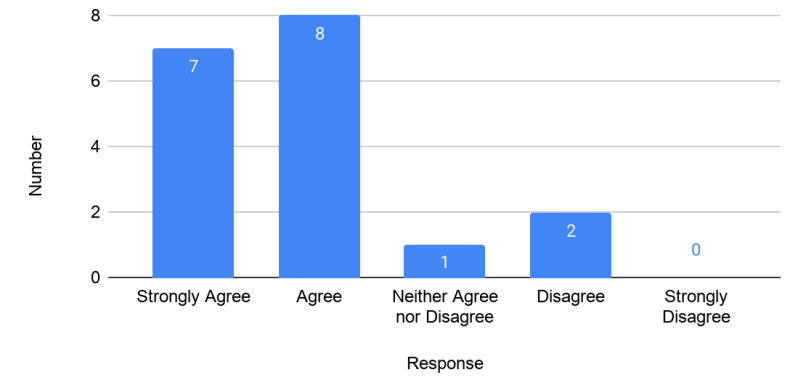
### Faculty (9th-12th)

MWA actively seeks input from a diverse group of employees regarding decisions that



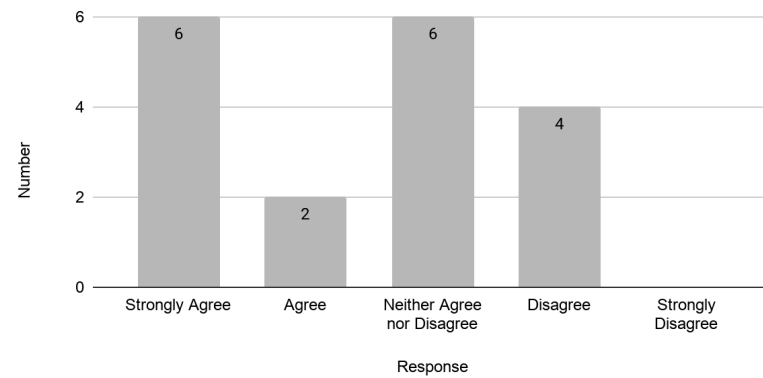
### Central Office

MWA actively seeks input from a diverse group of employees regarding decisions



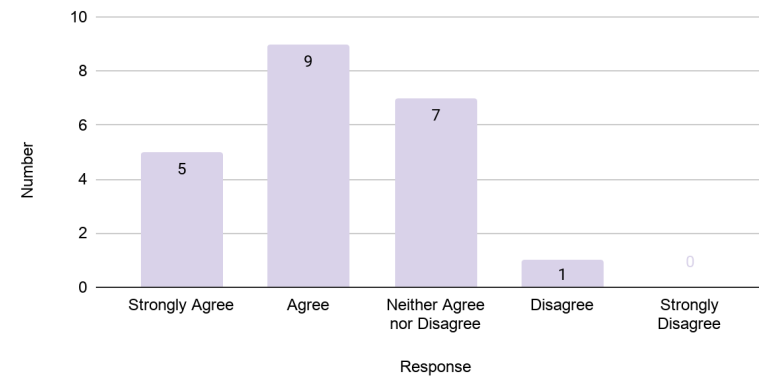
### School Leadership/Admin

MWA actively seeks input from a diverse group of employees regarding decisions that



### Non-Instructional School Staff

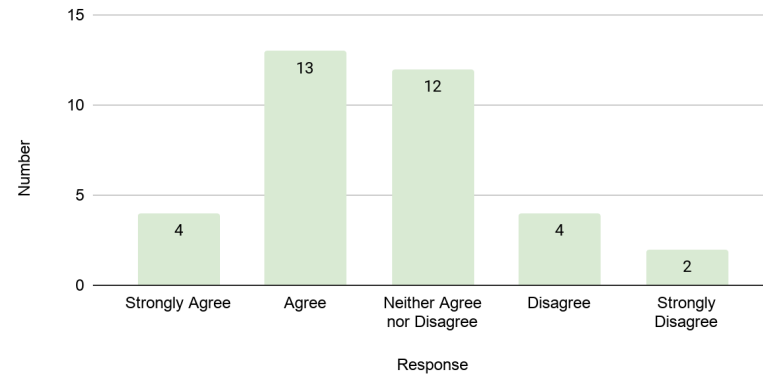
MWA actively seeks input from a diverse group of employees regarding decisions that



## 20. I believe I can influence decisions at my school or department.

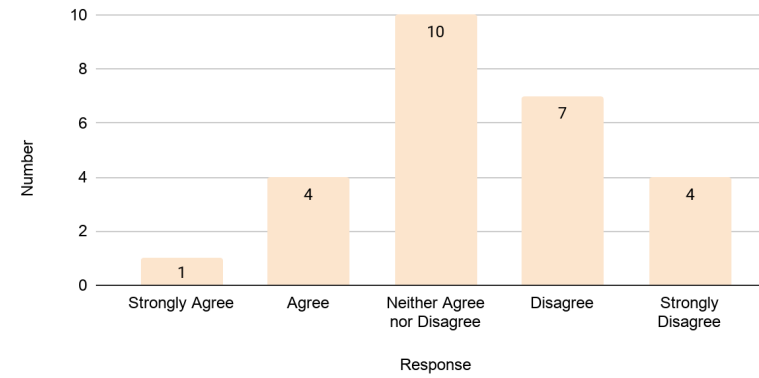
### Faculty (5th-8th)

I believe I can influence decisions at MWA or my department.



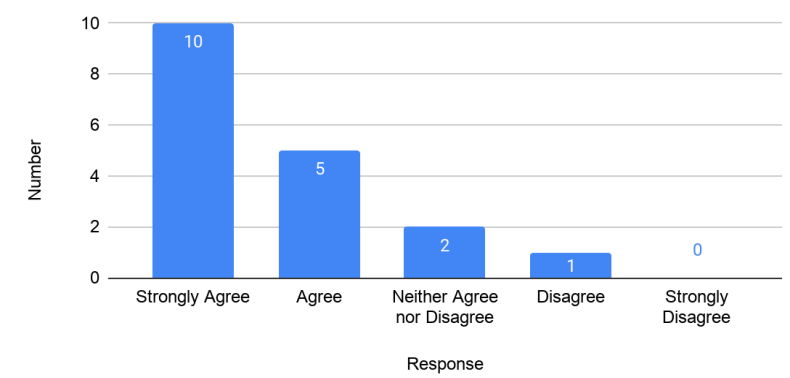
### Faculty (9th-12th)

I believe I can influence decisions at MWA or my department.



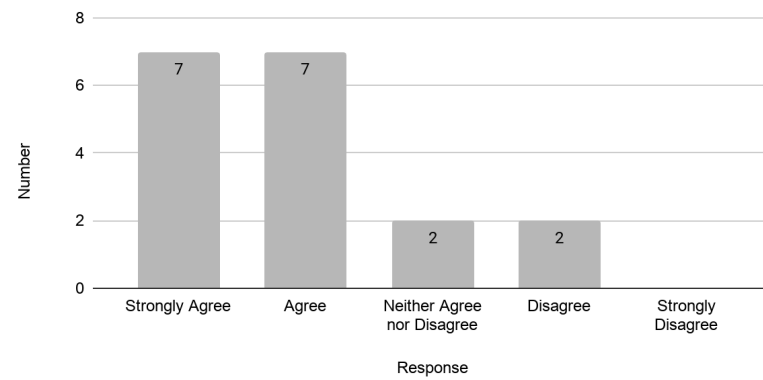
### Central Office

I believe I can influence decisions at MWA or my department.



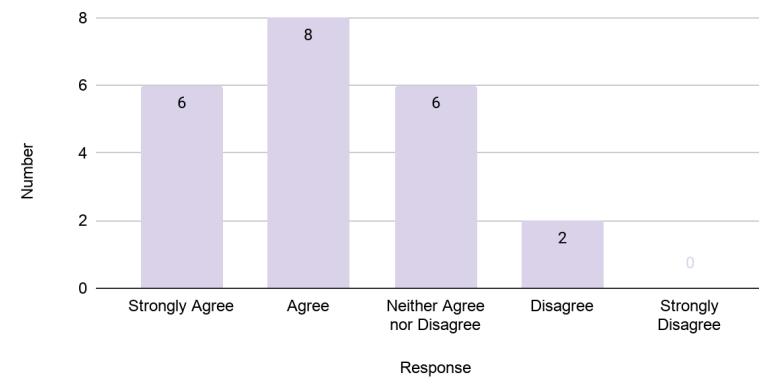
### School Leadership/Admin

I believe I can influence decisions at MWA or my department.



### Non-Instructional School Staff

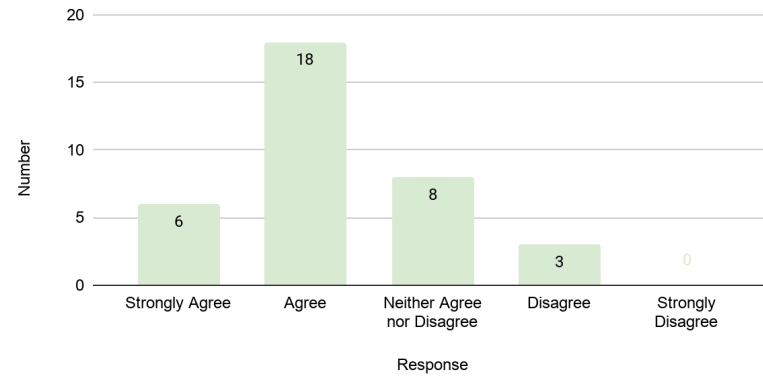
I believe I can influence decisions at MWA or my department.



## 21. School leaders have communicated a vision that motivates me.

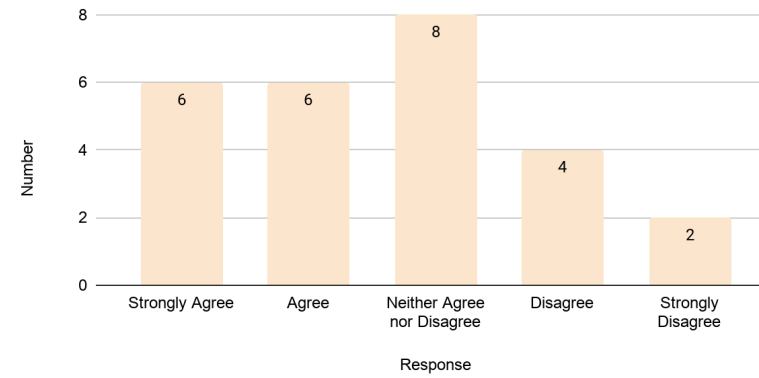
### Faculty (5th-8th)

School leaders have communicated a vision that motivates me.



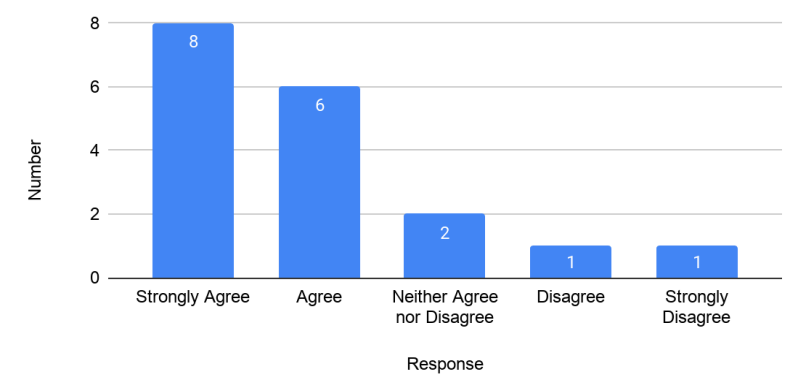
### Faculty (9th-12th)

School leaders have communicated a vision that motivates me.



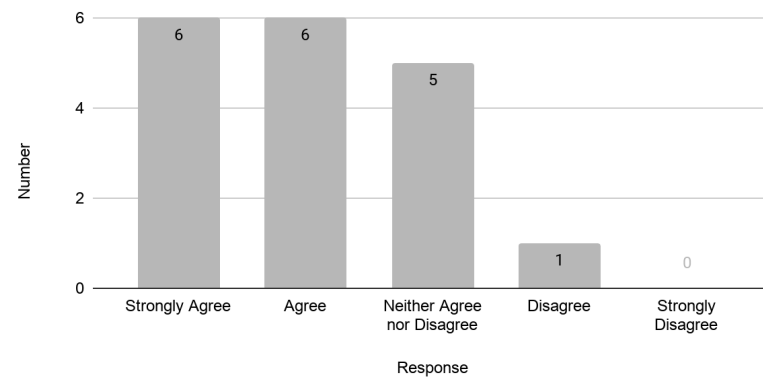
### Central Office

School leaders have communicated a vision that motivates me.



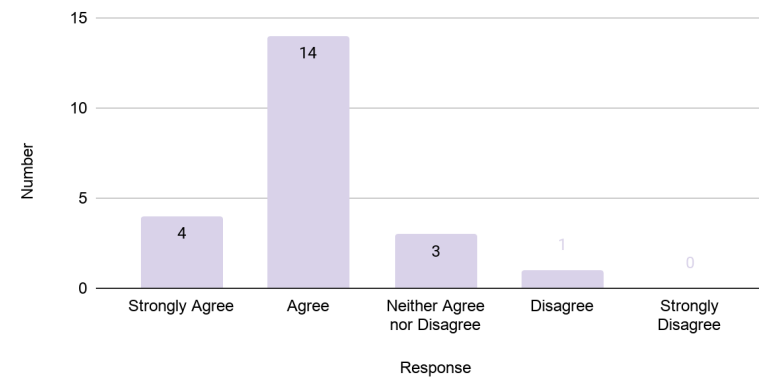
### School Leadership/Admin

School leaders have communicated a vision that motivates me.



### Non-Instructional School Staff

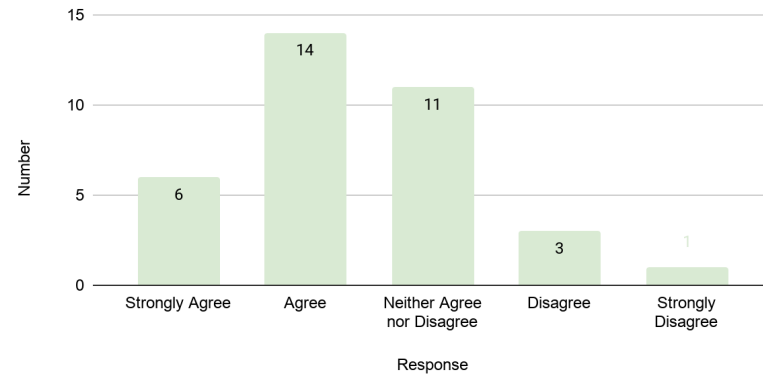
School leaders have communicated a vision that motivates me.



## 22. Executive leaders have communicated a vision that motivates me.

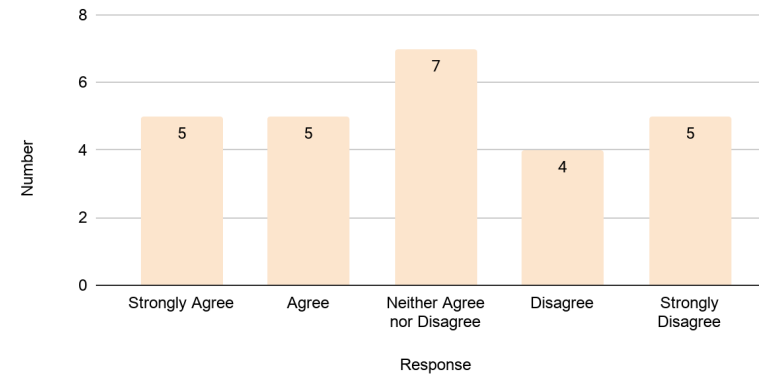
### Faculty (5th-8th)

Executive leaders have communicated a vision that motivates me.



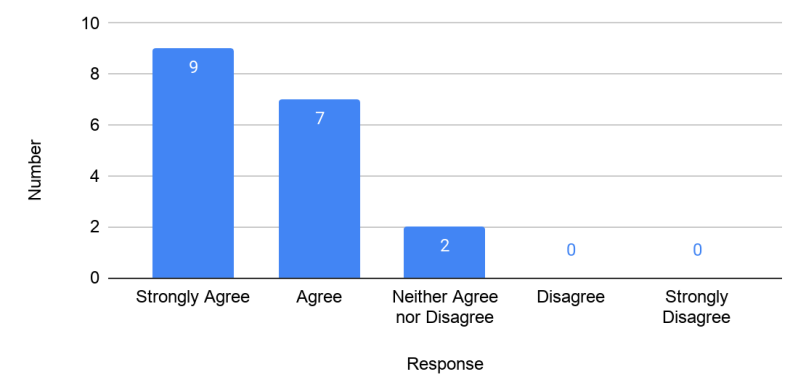
### Faculty (9th-12th)

Executive leaders have communicated a vision that motivates me.



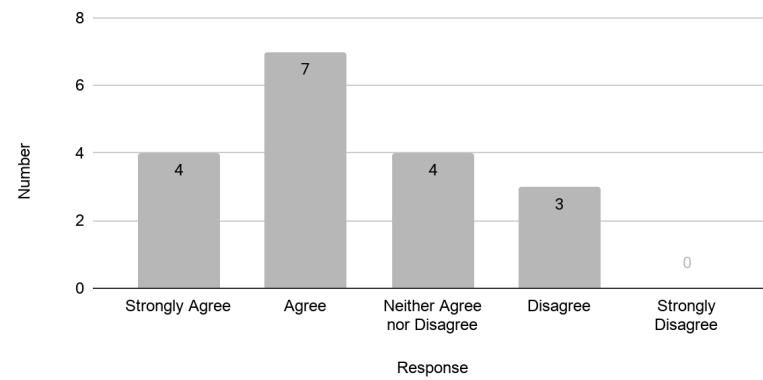
### Central Office

Executive leaders have communicated a vision that motivates me.



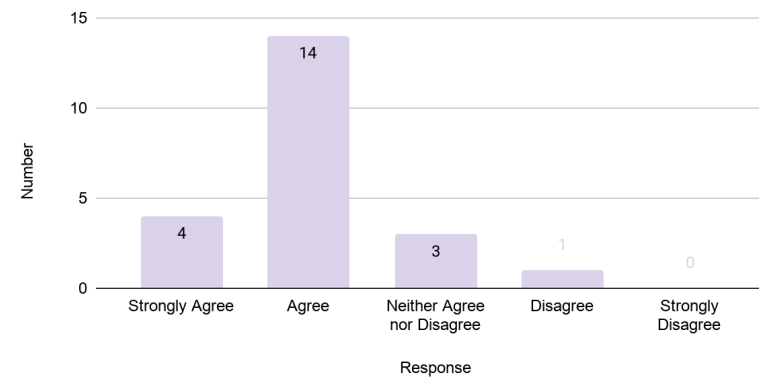
### School Leadership/Admin

Executive leaders have communicated a vision that motivates me.



### Non-Instructional School Staff

Executive leaders have communicated a vision that motivates me.



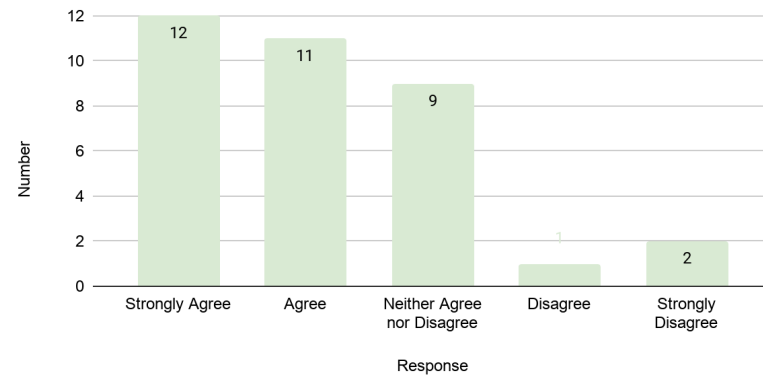
# Relationship with Primary Supervisor

Below are statements related to your relationship with your primary supervisor. As you respond, please think about your experiences this school year.

## 23. My supervisor has helped me identify my strengths and areas for growth.

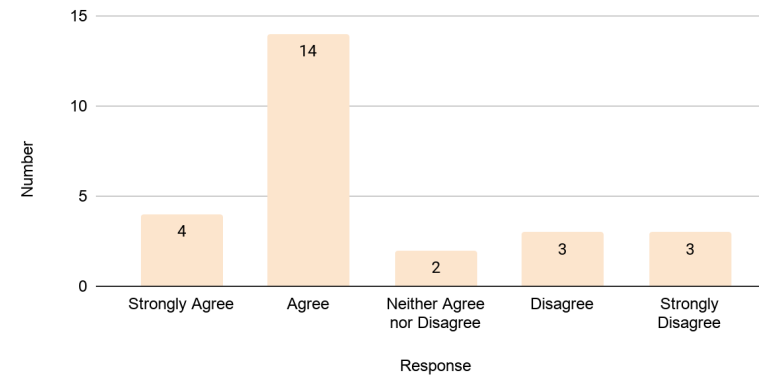
### Faculty (5th-8th)

My supervisor has helped me identify my strengths and areas for growth.



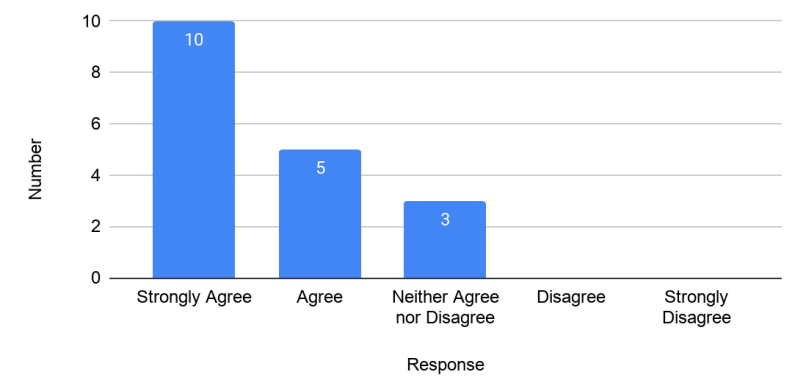
### Faculty (9th-12th)

My supervisor has helped me identify my strengths and areas for growth.



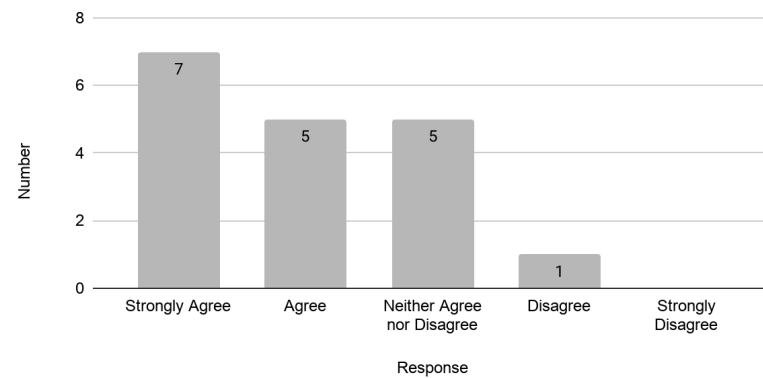
### Central Office

My supervisor has helped me identify my strengths and areas for growth.



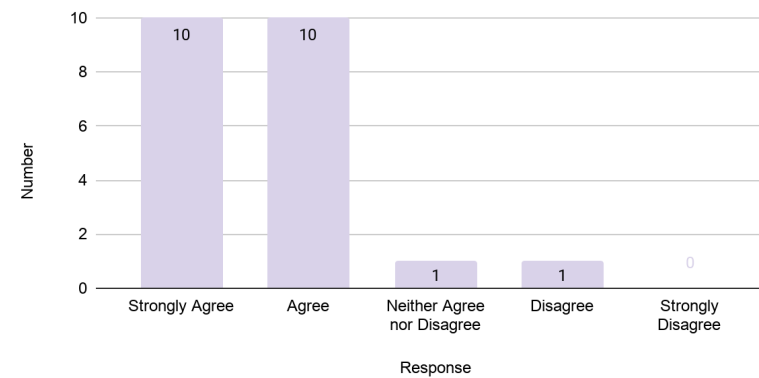
### School Leadership/Admin

My supervisor has helped me identify my strengths and areas for growth.



### Non-Instructional School Staff

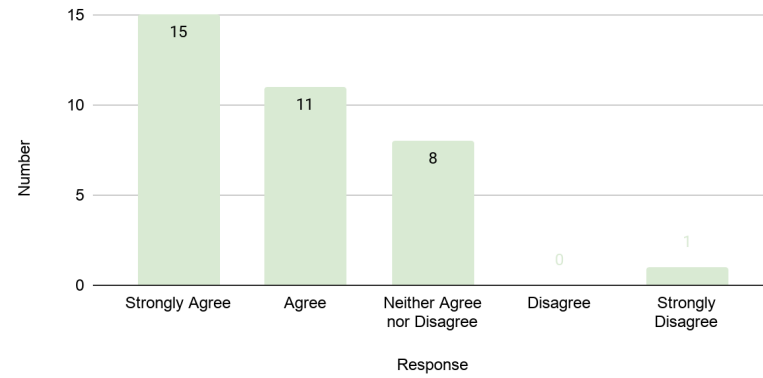
My supervisor has helped me identify my strengths and areas for growth.



## 24. I feel comfortable asking my supervisor for help.

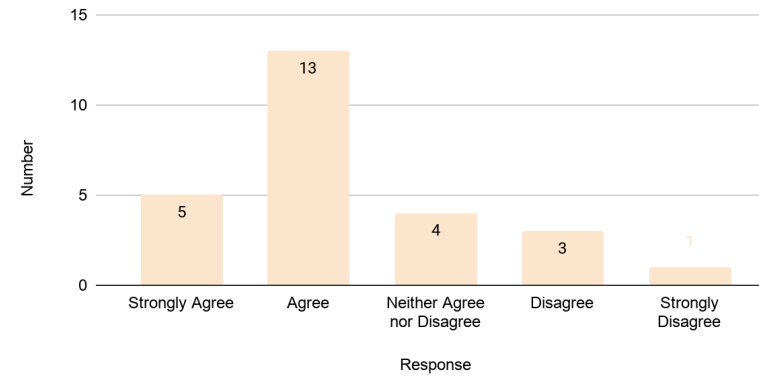
### Faculty (5th-8th)

I feel comfortable asking my supervisor for help.



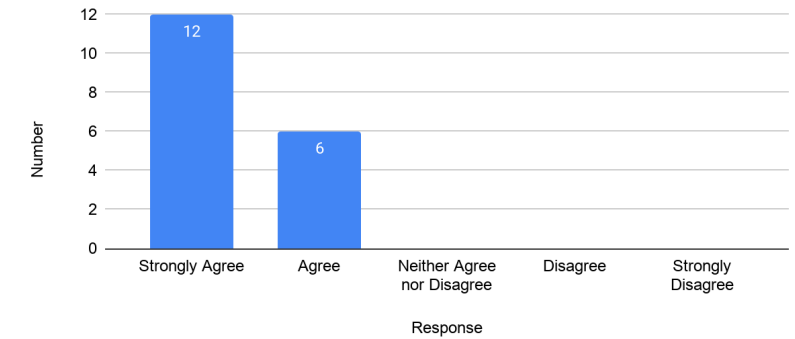
### Faculty (9th-12th)

I feel comfortable asking my supervisor for help.



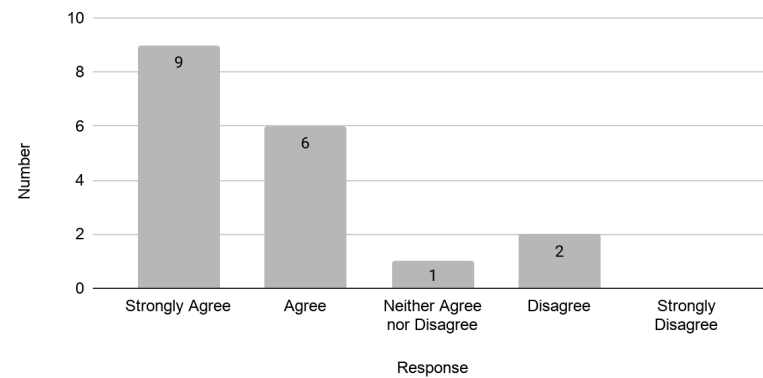
### Central Office

I feel comfortable asking my supervisor for help.



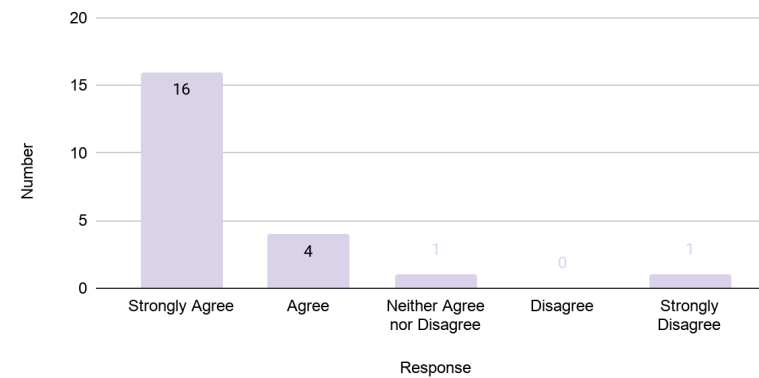
### School Leadership/Admin

I feel comfortable asking my supervisor for help.



### Non-Instructional School Staff

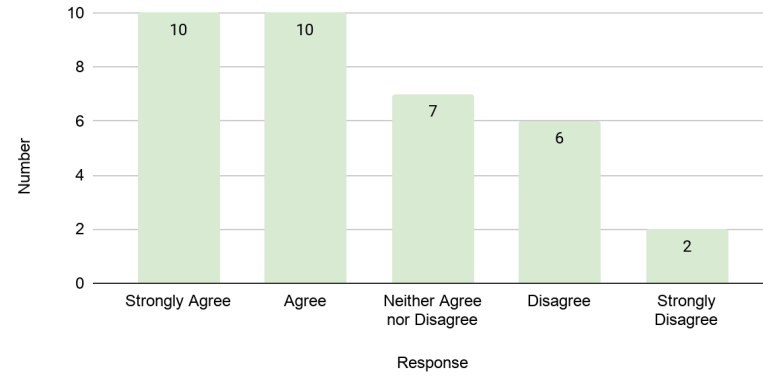
I feel comfortable asking my supervisor for help.



## 25. I am satisfied with the level of interaction and/or check-ins with my primary supervisor to receive regular support and provide my own feedback.

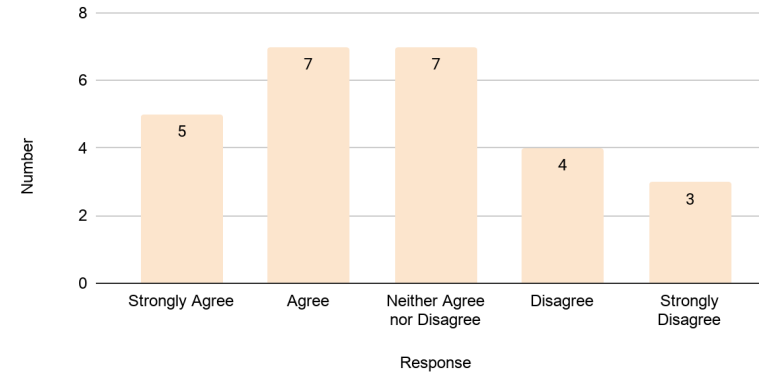
### Faculty (5th-8th)

I am satisfied with the level of interaction and/or check-ins with my primary supervisor to



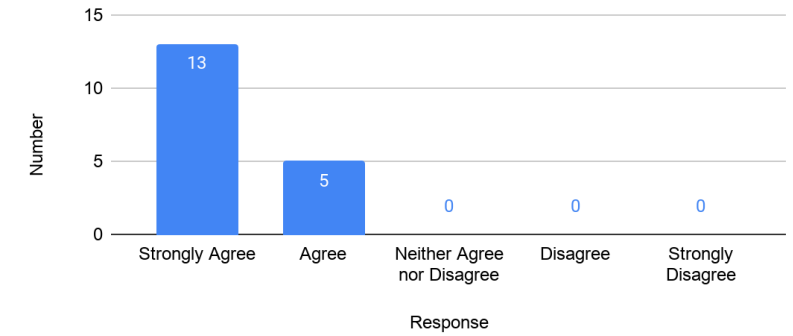
### Faculty (9th-12th)

I am satisfied with the level of interaction and/or check-ins with my primary supervisor to



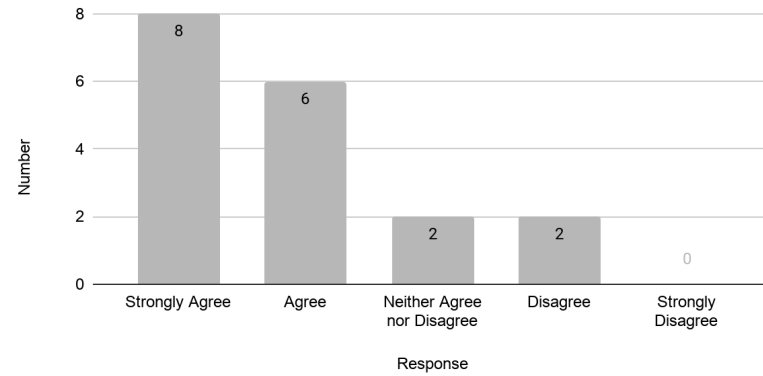
### Central Office

I am satisfied with the level of interaction and/or check-ins with my primary



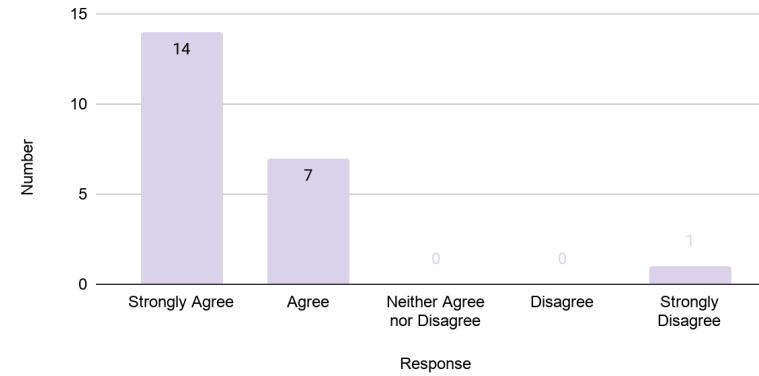
### School Leadership/Admin

I am satisfied with the level of interaction and/or check-ins with my primary supervisor to



### Non-Instructional School Staff

I am satisfied with the level of interaction and/or check-ins with my primary supervisor to





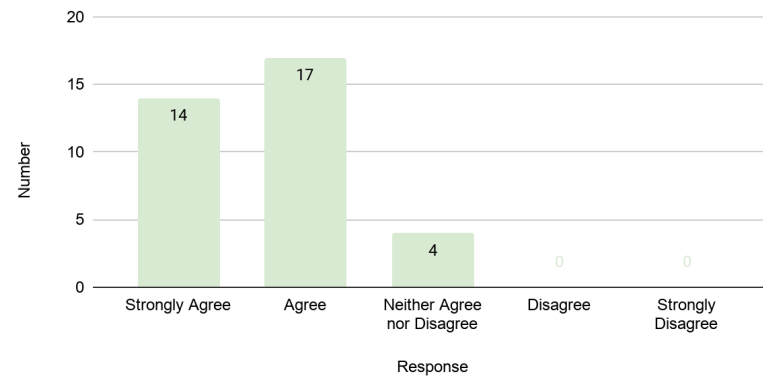
# Relationship with Coworkers

Below are statements related to school relations and support. As you respond, please think about your experiences this school year.

## 26. I feel respected by other employees at MWA.

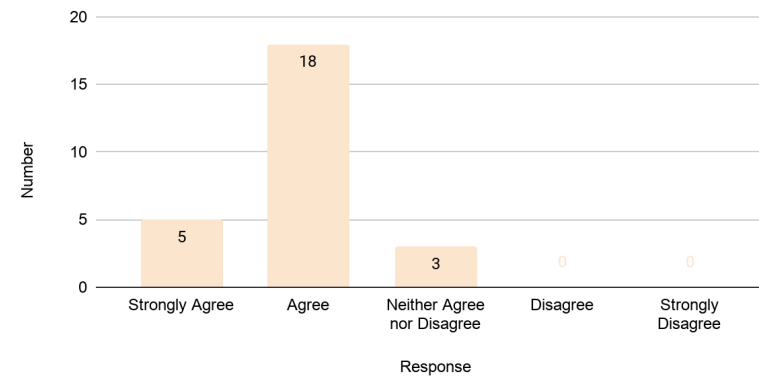
### Faculty (5th-8th)

I feel respected by other employees at MWA.



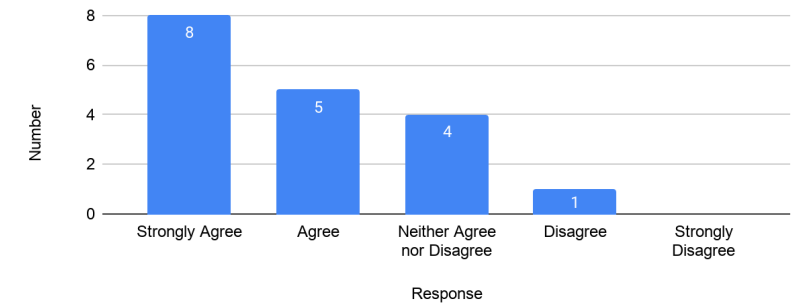
### Faculty (9th-12th)

I feel respected by other employees at MWA.



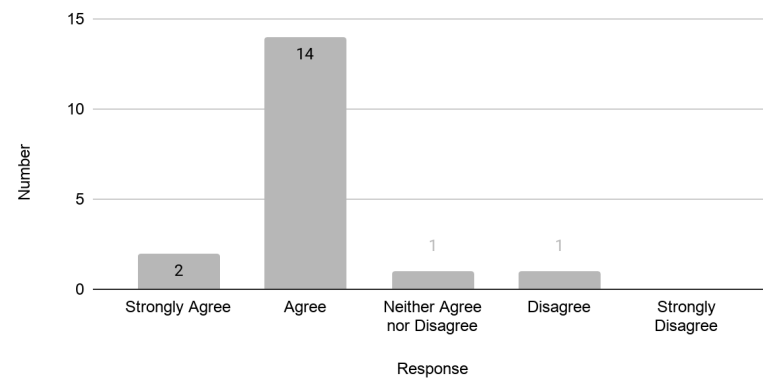
### Central Office

I feel respected by other employees at MWA.



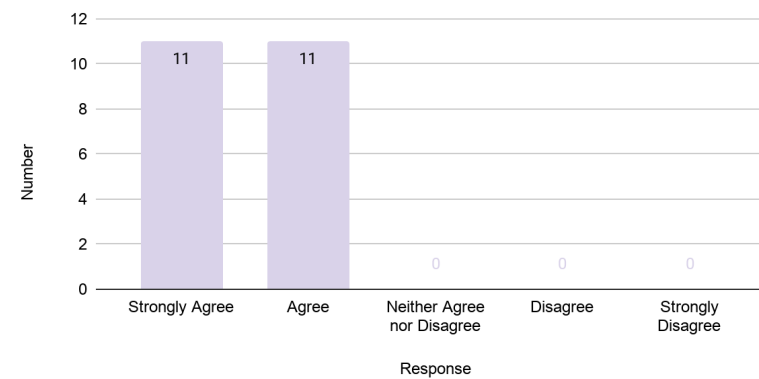
### School Leadership/Admin

I feel respected by other employees at MWA.



### Non-Instructional School Staff

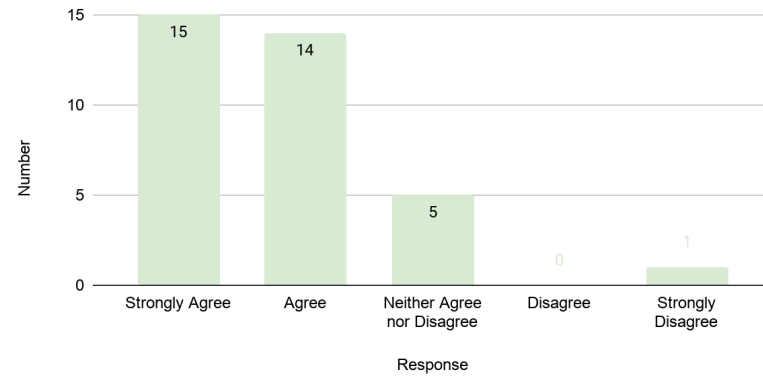
I feel respected by other employees at MWA.



## 27. Collaboration is encouraged among teachers and staff at MWA.

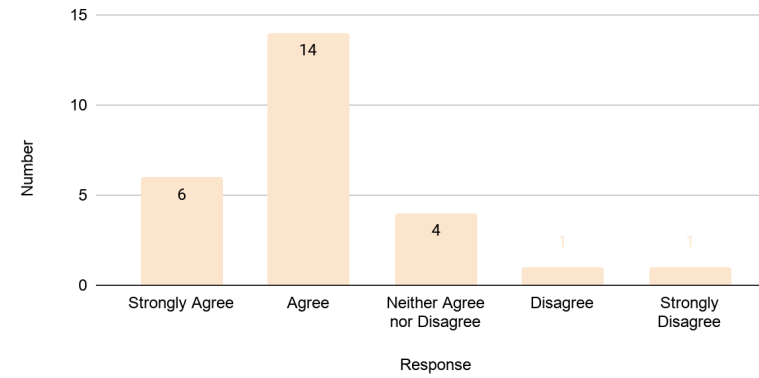
### Faculty (5th-8th)

Collaboration is encouraged among teachers and staff at MWA.



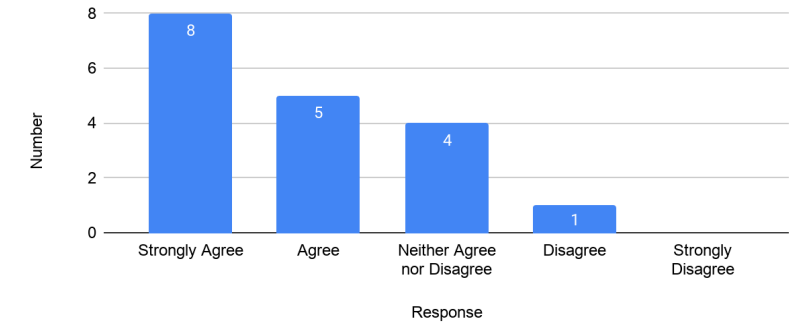
### Faculty (9th-12th)

Collaboration is encouraged among teachers and staff at MWA.



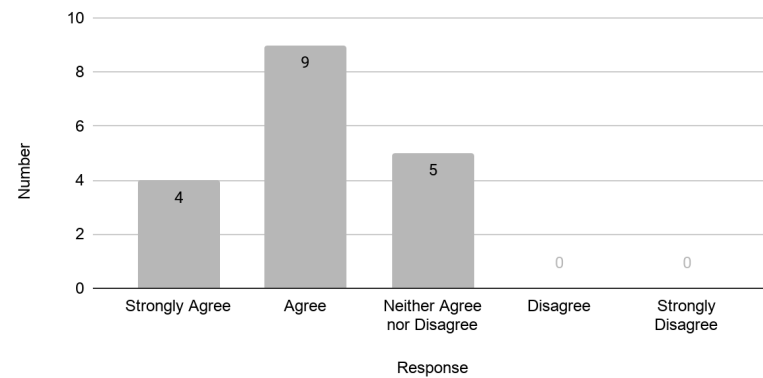
### Central Office

Collaboration is encouraged among teachers and staff at MWA.



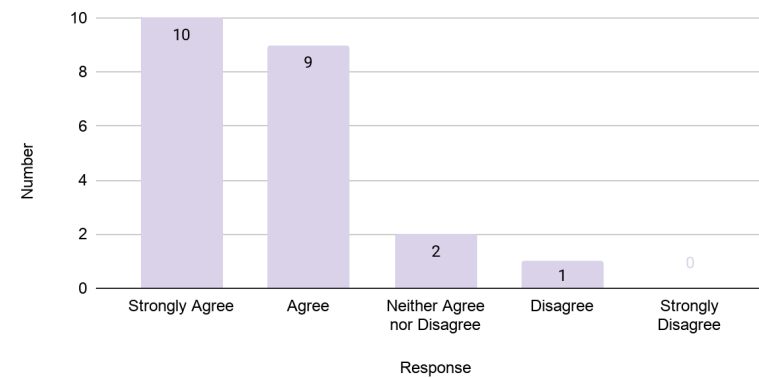
### School Leadership/Admin

Collaboration is encouraged among teachers and staff at MWA.



### Non-Instructional School Staff

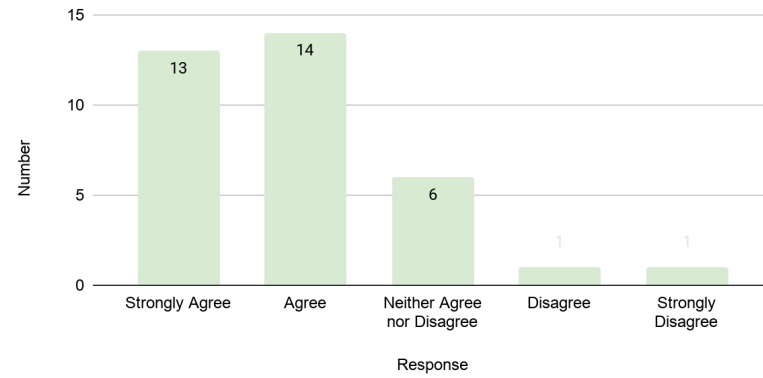
Collaboration is encouraged among teachers and staff at MWA.



## 28. A colleague has helped me identify my strengths and areas for growth.

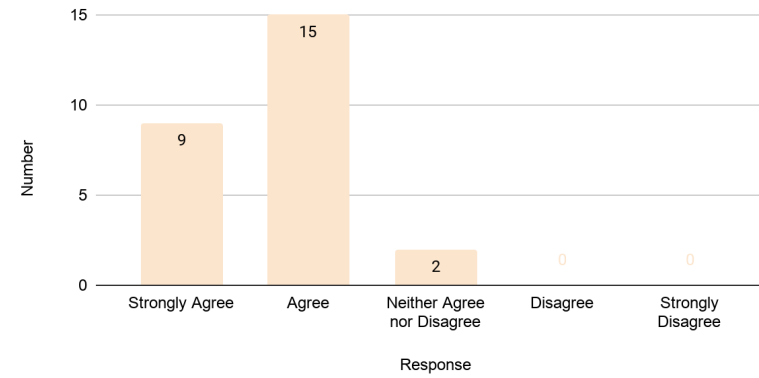
### Faculty (5th-8th)

A colleague has helped me identify my strengths and areas for growth.



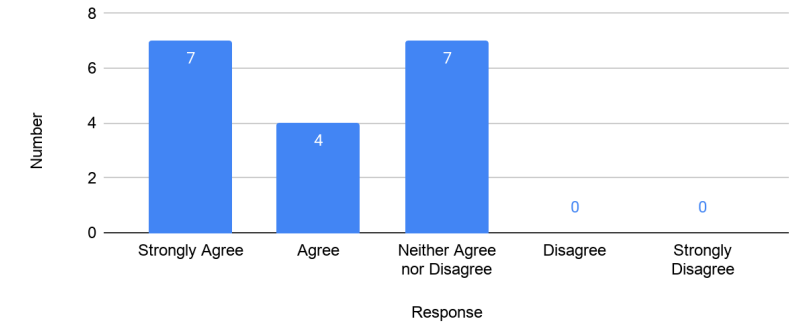
### Faculty (9th-12th)

A colleague has helped me identify my strengths and areas for growth.



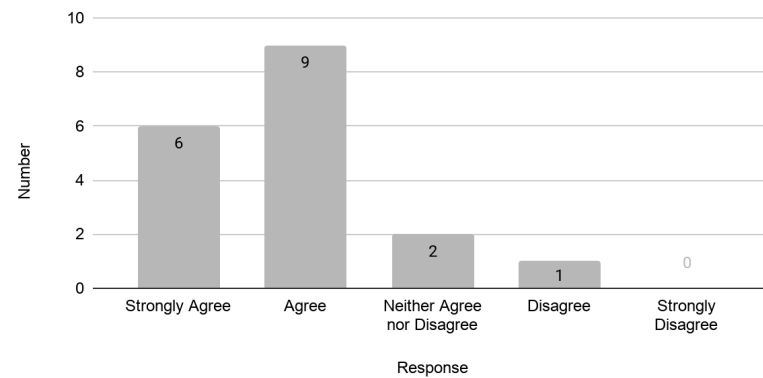
### Central Office

A colleague has helped me identify my strengths and areas for growth.



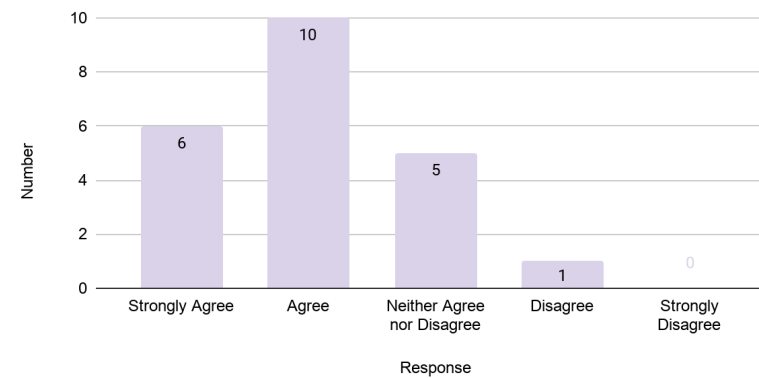
### School Leadership/Admin

A colleague has helped me identify my strengths and areas for growth.



### Non-Instructional School Staff

A colleague has helped me identify my strengths and areas for growth.



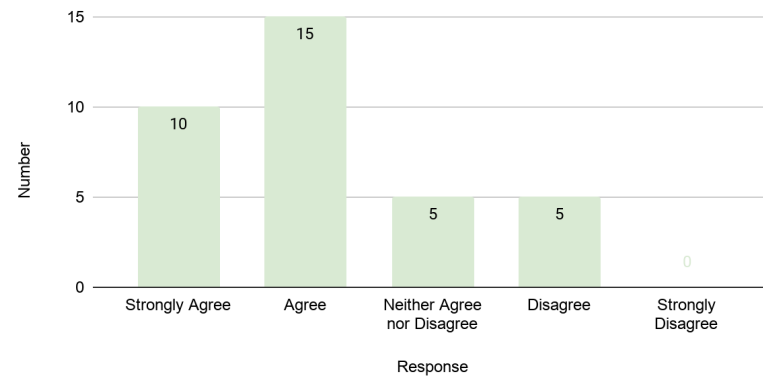
# Growth & Development Opportunities

Below are statements related to growth and development opportunities. As you respond, please think about your PD experiences and consideration to take additional duties such as admin, content lead, grade level lead, etc. this school year.

## 29. I have access to tools and resources needed to be successful in my role.

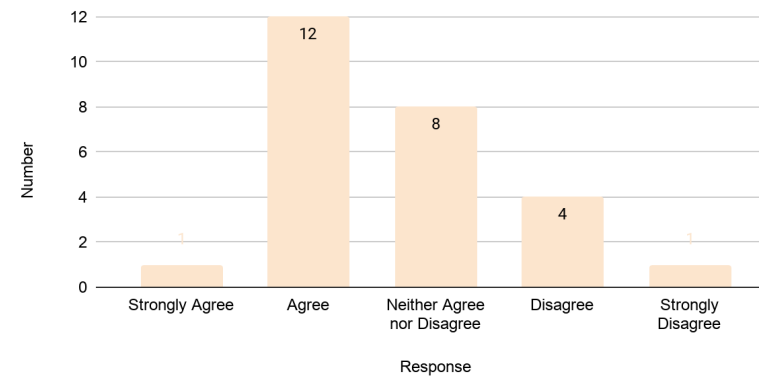
### Faculty (5th-8th)

I have access to tools and resources needed to be successful in my role.



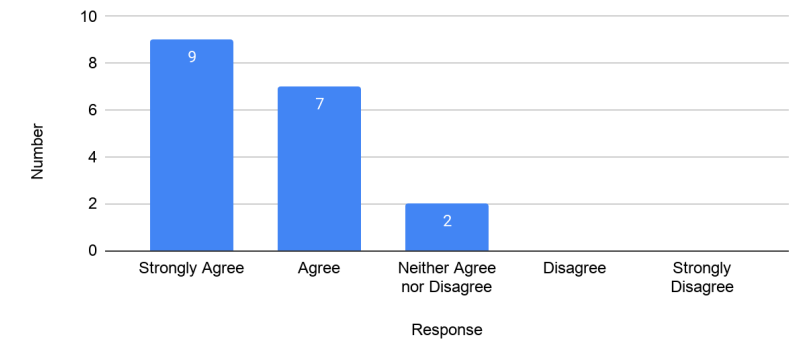
### Faculty (9th-12th)

I have access to tools and resources needed to be successful in my role.



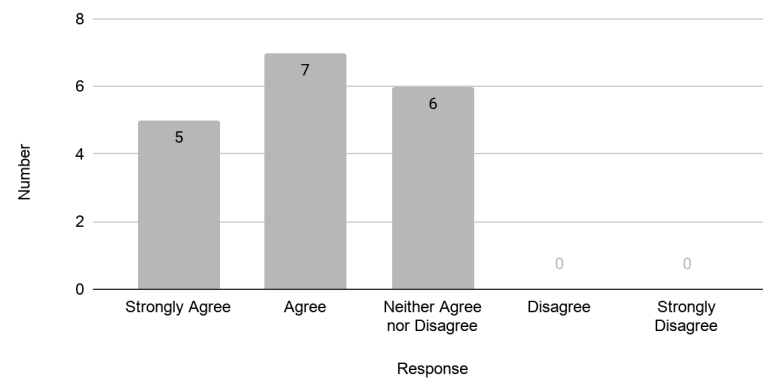
### Central Office

I have access to tools and resources needed to be successful in my role.



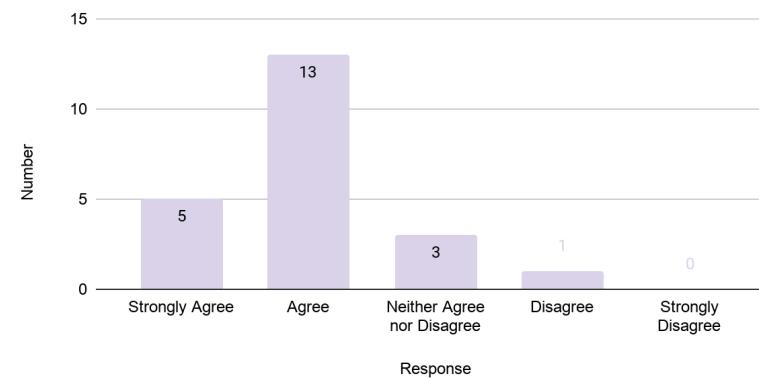
### School Leadership/Admin

I have access to tools and resources needed to be successful in my role.



### Non-Instructional School Staff

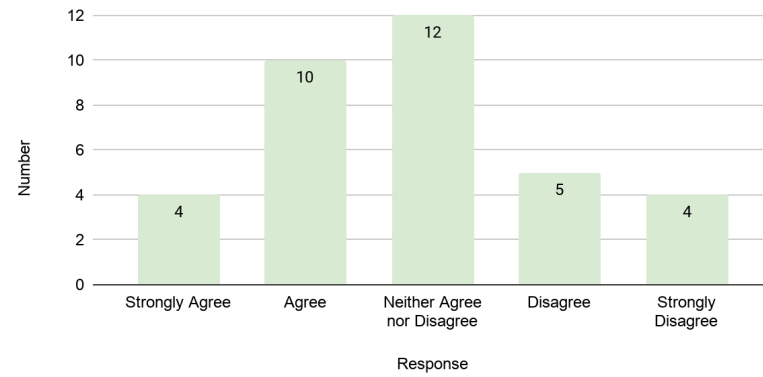
I have access to tools and resources needed to be successful in my role.



### 30. I am interested in taking on additional duties at MWA.

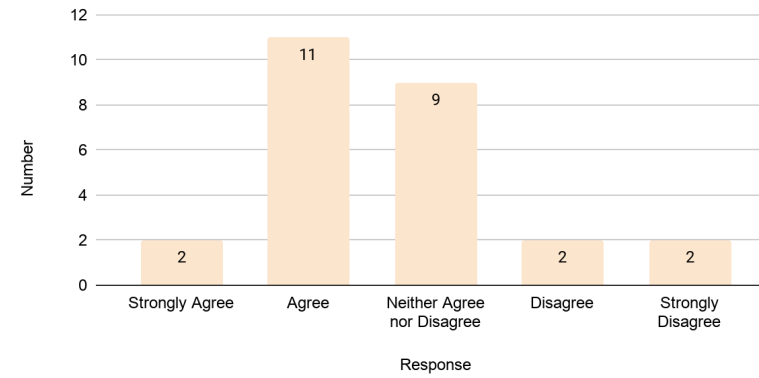
#### Faculty (5th-8th)

I am interested in taking on additional duties at MWA.



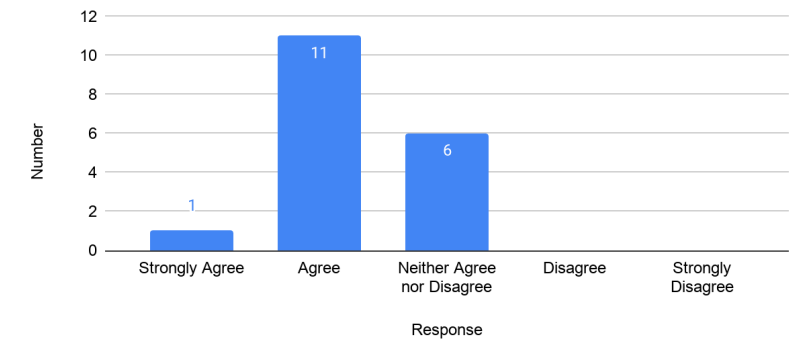
#### Faculty (9th-12th)

I am interested in taking on additional duties at MWA.



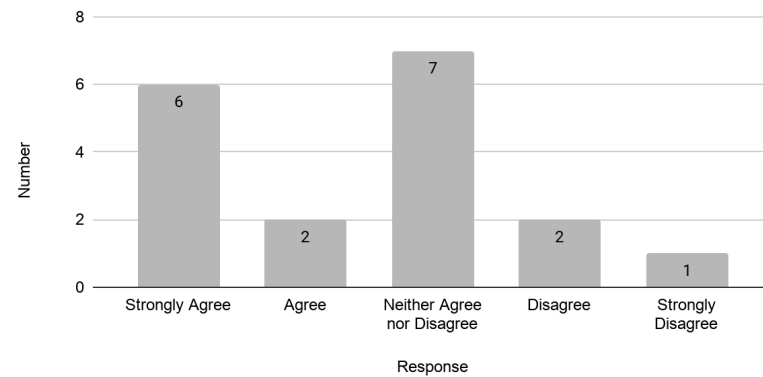
#### Central Office

I am interested in taking on additional duties at MWA.



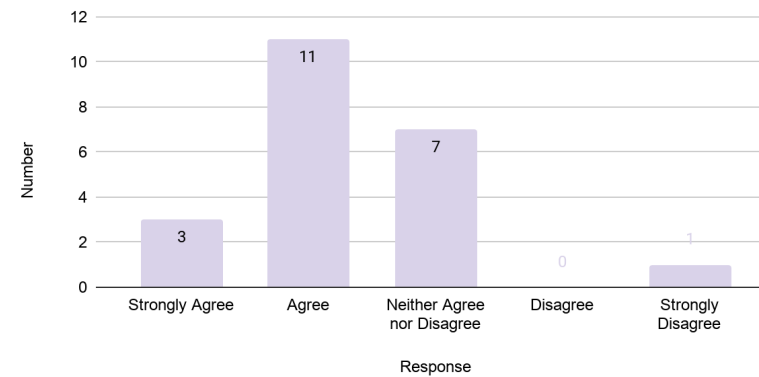
#### School Leadership/Admin

I am interested in taking on additional duties at MWA.



#### Non-Instructional School Staff

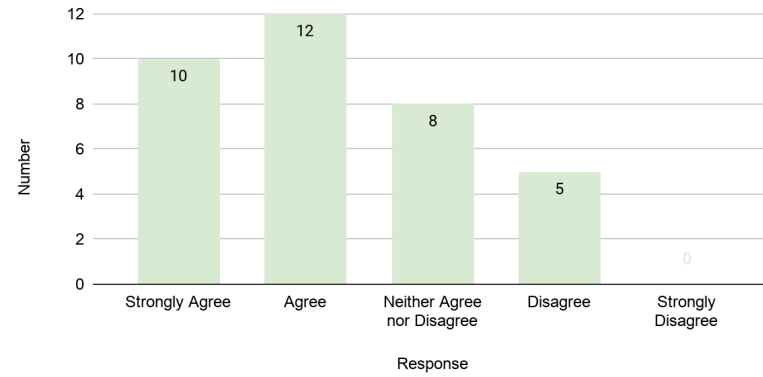
I am interested in taking on additional duties at MWA.



### 31. I believe there are desirable career opportunities for me at MWA.

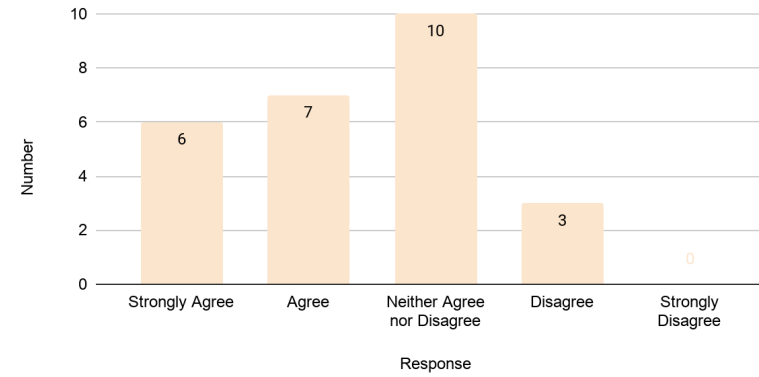
#### Faculty (5th-8th)

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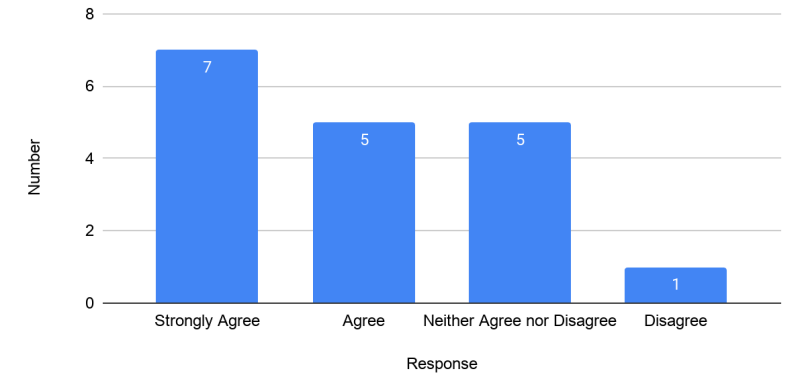
#### Faculty (9th-12th)

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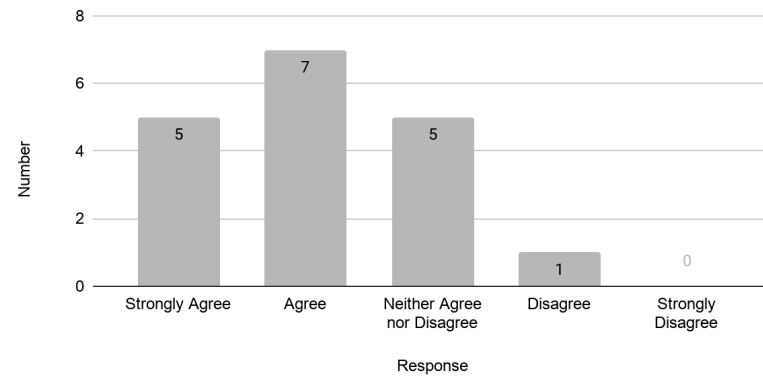
#### Central Office

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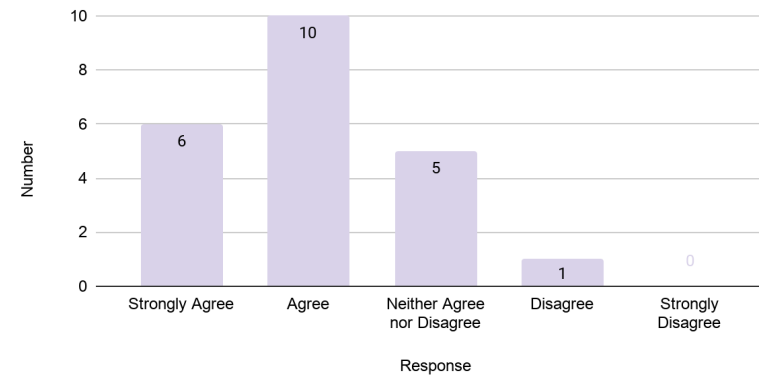
#### School Leadership/Admin

I believe there are desirable career opportunities for me at MWA.



#### Non-Instructional School Staff

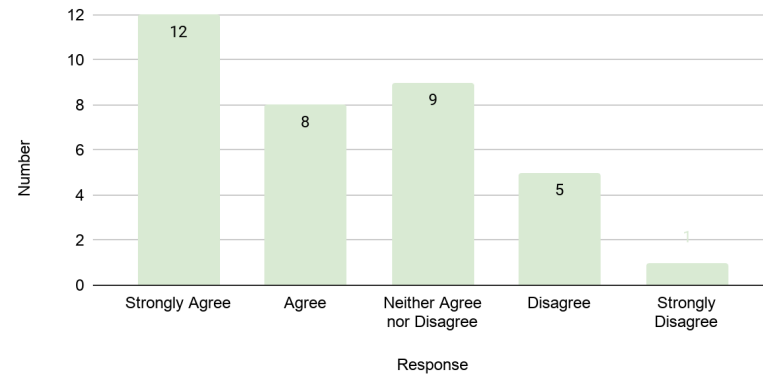
I believe there are desirable career opportunities for me at MWA.



## 32. I envision myself having a long-term career (5+ years) at MWA.

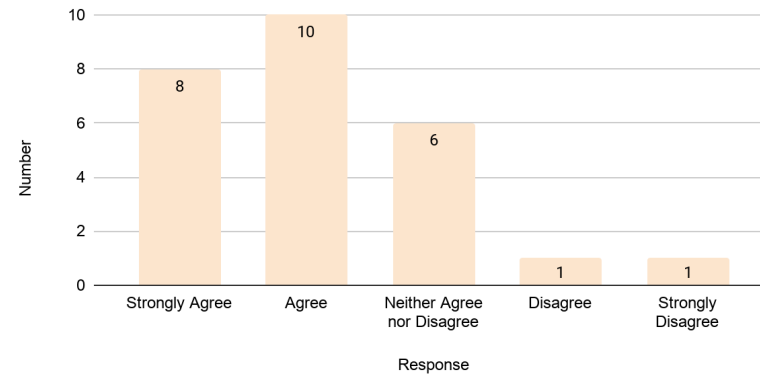
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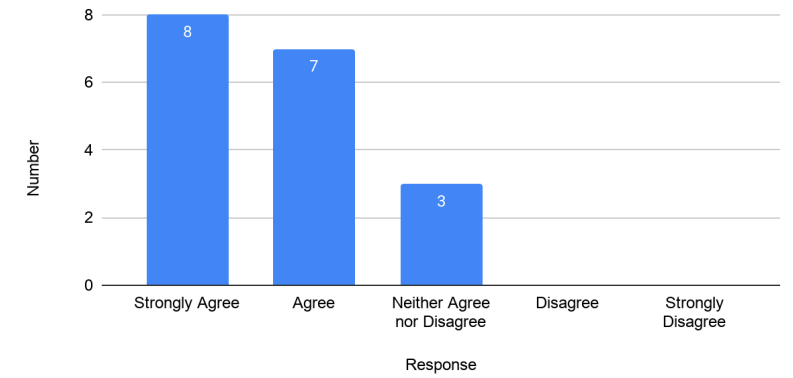
### Faculty (9th-12th)

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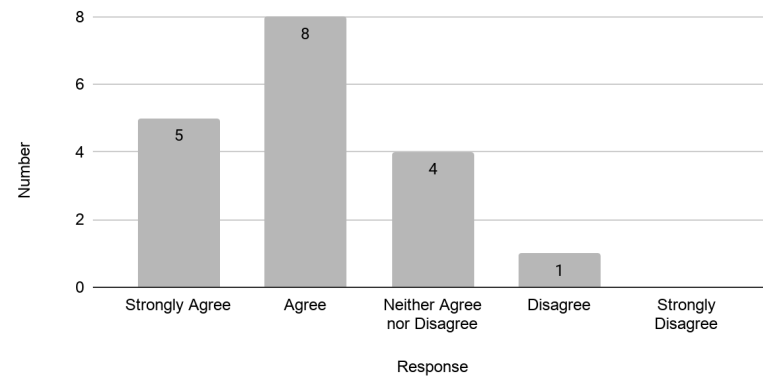
### Central Office

I envision myself having a long-term career (5+ years) at MWA.



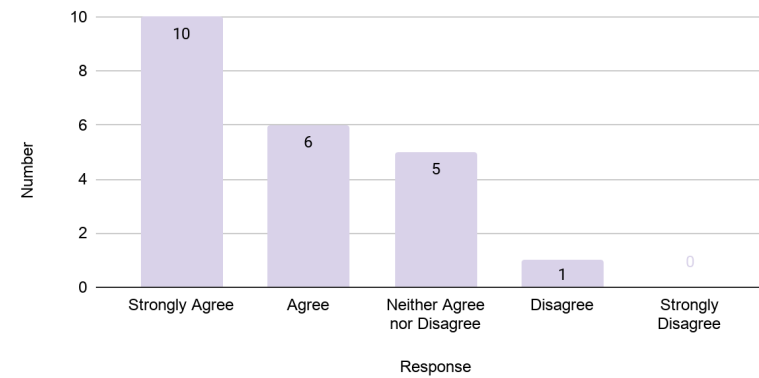
### School Leadership/Admin

I envision myself having a long-term career (5+ years) at MWA.



### Non-Instructional School Staff

I envision myself having a long-term career (5+ years) at MWA.



# 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:** Executive Summary - 2021-22 Original Budget\_FINAL.pdf  
COVID-19 Funding Summary\_FINAL.pdf





## Executive Summary – Original Budget (2<sup>nd</sup> DRAFT) Report for FY 2021-22

May 13, 2021

### Revenues Summary (Compared with the FY'21 Original Budget):

- Government revenues **increased** by **\$3,914,319** or **27%**.
- John and Regina Scully Philanthropy (JRS) contributions **decreased** by **\$1,547,677** or **13%**.

### Expenses Summary (Compared with the FY'21 Original Budget):

- The total expenses (excluding central office shared service allocation, which is offset by the central office shared service revenue) **increased** by **\$2,366,642** or **8%**.
  - MWA – “School” expenses **increased** by **\$2,924,959** or **12%**.
  - Central Office expenses **decreased** by **\$558,316** or **14%**.

Please note that we used the **FY'21 Original Budget**, instead of the *FY'21 2<sup>nd</sup> Interim Budget* (or the projected actuals for FY'21) as the primary basis of comparisons here. Just like in the *FY'21 Original Budget*, we made the same assumptions that the school would **re-open for the full year** in the *FY'22 Original Budget (2<sup>nd</sup> DRAFT)*. This approach allows for a more “apples to apples” comparison. Nonetheless, we included the comparisons with **both** the *FY'21 Original Budget* and the *FY'21 2<sup>nd</sup> Interim Budget* in **Appendix B - “Summary Financials”** starting from page four.

### Key Overview for the FY'22 Original Budget (2<sup>nd</sup> DRAFT)

The following items highlight the **key changes** from the *FY'21 Original Budget* to the ***FY'22 Original Budget (2<sup>nd</sup> DRAFT)***:

1. **Government Revenues – Projected increase of \$3,914,319 (27%)** due to:
  - a. The net enrollment increase of 49 students (Year 5 of 8 of student enrollment expansion, see Appendix C)
  - b. The 3.84% COLA on the Local Control Funding Formula (LCFF) state funding
  - c. The estimated total of \$2.5M federal and state Covid-19 relief funds
2. **Personnel Expense –**
  - a. Four new core teachers and two additional teacher residents to accommodate the enrollment increase
  - b. More staffing and service provider support to address student psychological and social-emotional needs
  - c. COLA salary increase of 3.3% for all employees & adjusting teacher salary scale (competitive in the market)
3. **Special Education Expense –** In addition to one more SPED teacher and one more SPED aide, we added a contract for the Non-Public School Placement for a student as required by the Individualized Educational Plan (IEP).
4. **COVID-19 Related Expense –** We added additional cleaning supplies, Covid-19 testing services, Pre-Certification Health Check App, and Covid-19 Contact Monitor to ensure a safe return to school.
5. **Computers and IT Supplies Expense –** We saved on the laptop upgrades that were already purchased in the FY'21 and added more mobile hot spots for new students.
6. **Travel and Conference Expense –** We anticipate that many conferences will continue to be held virtually post-pandemic, and reduced the PD and travel expenses across the board.

## Summary of Changes Between the 2<sup>nd</sup> Draft and the 1<sup>st</sup> Draft of the FY'22 Original Budget (Presented to the FAC on Feb 25, 2021)

**Compared with the 1<sup>st</sup> Draft of the FY'22 Original Budget**, the overall expenses increase was more than offset by the government revenue increase, resulting in a net decrease of JRS contributions of about \$1M.

- Government revenues **increased** by **\$1,501,886** or **8%**.
- Expenses (excluding central office shared service allocation) **increased** by **\$505,041** or **2%**.
- JRS contributions **decreased** by **\$996,845** or **9%**.

**GOVERNMENT REVENUES: 2<sup>nd</sup> Draft vs. 1<sup>st</sup> Draft of the FY'22 Original Budget – TOTAL CHANGES – INCREASED BY \$1,501,886 (8%)**

- Government revenues projected to **increase** by **\$1,501,886 (8%)**
  1. Expanded Learning Opportunities Grant
  2. Elementary and Secondary School Emergency Relief (ESSER) III Funds

**EXPENDITURES (MWA/MWAS): 2<sup>nd</sup> Draft vs. 1<sup>st</sup> Draft of the FY'22 Original Budget – TOTAL CHANGES – INCREASED BY \$505,041 (2%)**

**I. Salaries and Benefits - Increased by **\$152,274 (1%)****

- Increased teacher salary scales by three percentage points (from 3.3% to 6.3%)
- CalSTRS contribution rate expected to increase from 15.92% to 16.92%
- Added new positions:
  1. Two teacher Residents
  2. Spring Acceleration Academy & Applied Tech Summer Lead Stipends (to be paid by the Expanded Learning Opportunities Grant)
- Saved on eliminating an existing position (expected to be transferred to MWF)
  3. Managing Director of Community Engagement

**II. Supplies – Increased by **\$51,500 (4%)****

- Increased COVID-19 cleaning supplies

**III. Contract Services - Increased by **\$301,267 (3%)****

- Added Covid-19 Contact Administrator (contracted position)
- Added Pre-Certification Health Check App
- Added tuition for the two new teacher residents
- Added structure enrichment contract (to be paid by the Expanded Learning Opportunities Grant)
- Added power washing for school buildings (used to be paid by MWF)
- Added Student Loan Repayment Benefit
- Added ARC Fertility Benefit

**JRS CONTRIBUTIONS: 2<sup>nd</sup> Draft vs. 1<sup>st</sup> Draft of the FY'22 Original Budget – TOTAL CHANGES – DECREASED BY \$964,165 (-9%)**

- Assuming MWA receives the annual John and Jessica Fullerton gift from Marin Community Foundation, the total projected John & Regina Scully (JRS) contribution for FY'22 is **\$9,991,719**.

## Appendix A

### Detailed Summary of Changes (FY'21 Original Budget to the FY'22 Original Budget (2<sup>nd</sup> DRAFT))

**MWA – “SCHOOL” EXPENDITURES: TOTAL CHANGES (EXCLUDING CENTRAL OFFICE SHARED SERVICIVE ALLOCATION) – INCREASED BY \$2,924,959 (12%)**

- I. **Salaries and Benefits - Increased by \$2,293,342 (15%)**
  - 3.3% Cost of Living Adjustments (COLA) on all salaries
  - Increases in salaries for the teacher salary scale by three percentage points (from 3.3% to 6.3%)
  - CalSTRS contribution rate expected to increase from 15.92% to 16.92%
  - Moved Teacher Residents from the Central Office budget to MWA – “School” budget
  - Added new positions (see **Appendix D** on **page 8** for details)
  
- II. **Supplies - Decreased by \$39,007 (-3%)**
  - Saved on laptop upgrades
  - Added “Conversational Artificial Intelligence Platform” for the College and Career Counseling Dept.
  - Added COVID-19 cleaning supplies
  - Added 250 mobile hot spots
  
- III. **Contracted Services - Increased by \$670,624 (9%)**
  - Increased premium for the general liability insurance
  - Increased school rent due to higher SB 740 School Facilities Funding rate
  - Increased various IT services to support distance learning and remote work
  - Increased SPED services on Non-Public School (NPS) Placement and transportation
  - Added confidential translation services
  - Added Covid-19 Contact Administrator (contracted position)
  - Added Pre-Certification Health Check App
  - Added tuition for the two new teacher residents
  - Added structure enrichment contract (to be paid by the Expanded Learning Opportunities Grant)
  - Added power washing for school buildings (used to be paid by MWF)
  - Decreased conference fees and travel expenses
  - Decreased Interventionists and psychologist services

**CENTRAL OFFICE EXPENDITURES: TOTAL CHANGES – DECREASED BY \$558,316 (-14%)**

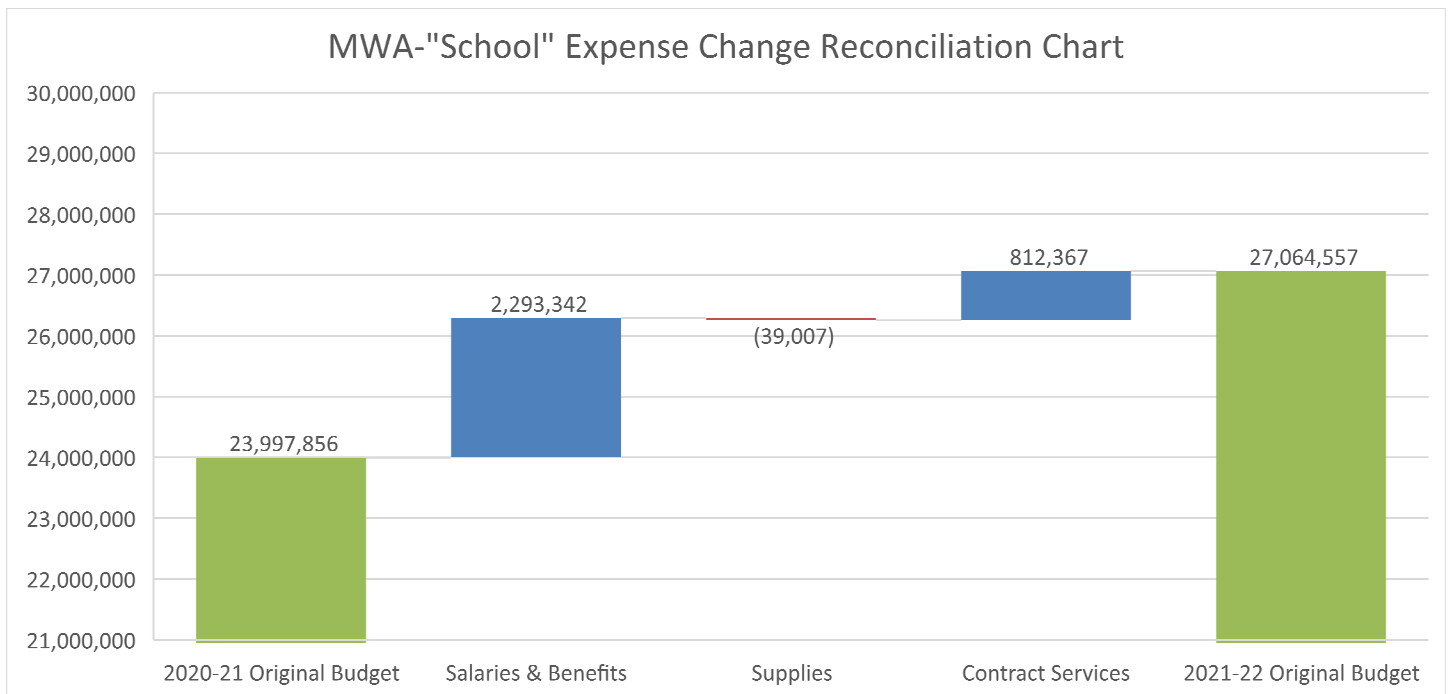
- II. **Salaries and Benefits - Decreased by \$337,455 (-11%)**
  - Moved Teacher Residents from the Central Office budget to MWA – “School” budget
  - Removed Managing Director of Community Engagement position (expected to be transferred to MWF)
  
- III. **Supplies – Decreased by \$57,015 (-34%)**
  - Saved on staff laptops and docking stations upgrades (purchase made in FY'21 already)
  - Decreased contingency budget
  
- IV. **Contracted Services - Decreased by \$163,846 (-16%)**
  - Saved on professional development and conference fees
  - Saved on staff recruitment travel expenses
  - Moved teacher residents’ tuitions from the Central Office budget to MWA – “School” budget
  - Added Student Loan Repayment Benefit
  - Added ARC fertility benefit

### Appendix B – Summary Financials

#### FY'22 Original Budget Summary Financials for MWA – “School”

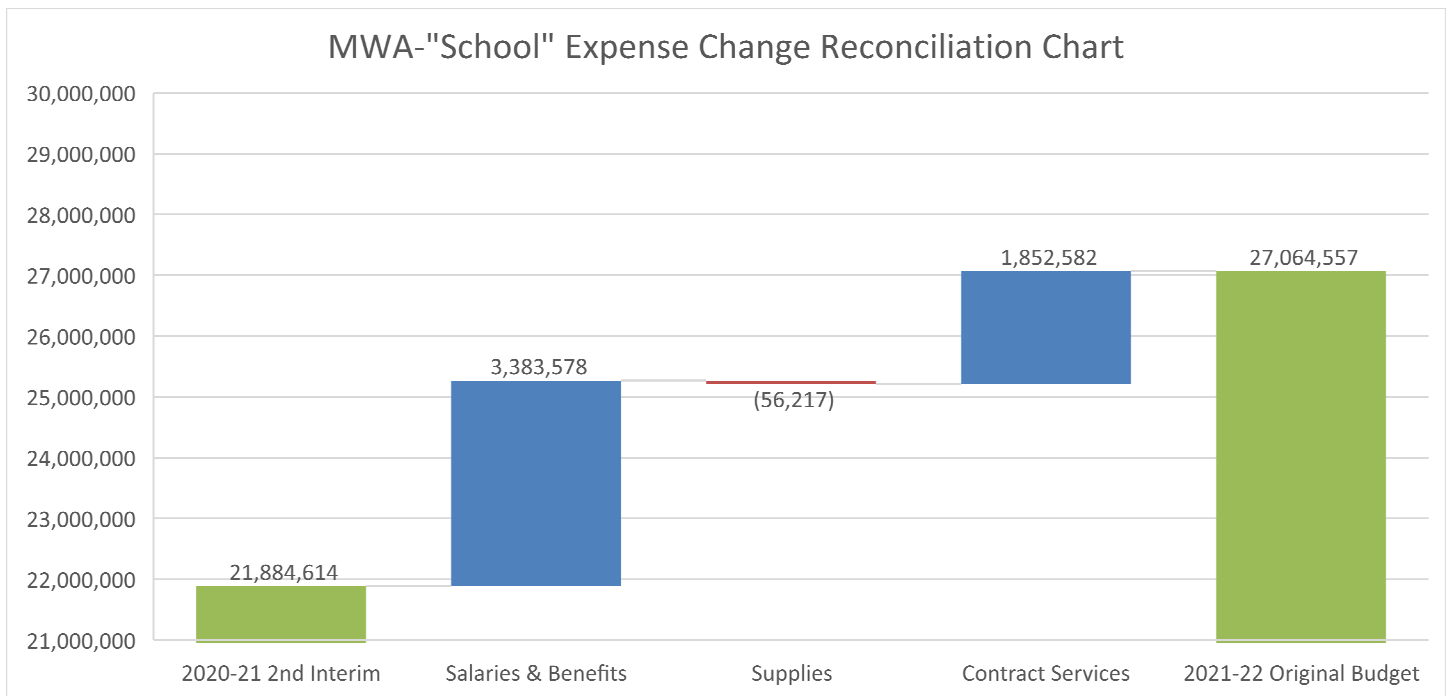
MWA – “School” – Compare *FY'22 Original Budget (2<sup>nd</sup> DRAFT)* to *FY'21 Original Budget*

Location	2020-21 Original Budget	2021-22 Original Budget 2 <sup>nd</sup> DRAFT	\$ Variance	% Variance
<b>Revenues</b>				
<b>Government</b>	\$14,252,588	\$18,166,907	\$3,914,319	27%
<b>Donation</b>	\$1,315,000	\$1,315,000	0	0%
<b>JRS</b>	\$8,480,268	\$7,632,650	-\$847,618	-10%
<b>Total Revenues</b>	<b>\$24,047,856</b>	<b>\$27,114,557</b>	<b>\$3,066,701</b>	<b>13%</b>
<b>Expenses</b>				
<b>Salaries/Benefits</b>	\$14,992,312	\$17,285,654	\$2,293,342	15%
<b>Supplies</b>	\$1,343,199	\$1,304,192	-\$39,007	-3%
<b>Contracted Services</b>	\$7,662,345	\$8,474,711	\$812,367	11%
<b>Total Expenses</b>	<b>\$23,997,856</b>	<b>\$27,064,557</b>	<b>\$3,066,701</b>	<b>13%</b>
<b>Revenues – Government per ADA</b>	<b>\$13,613</b>	<b>\$16,667</b>	<b>\$3,054</b>	<b>22%</b>
<b>Expenses – Cost per Student (Exclude CO Fees)</b>	<b>\$21,017</b>	<b>\$23,845</b>	<b>\$2,828</b>	<b>13%</b>



**MWA – “School” – Compare FY’22 Original Budget (2<sup>nd</sup> DRAFT) to FY’21 2nd Interim Budget**

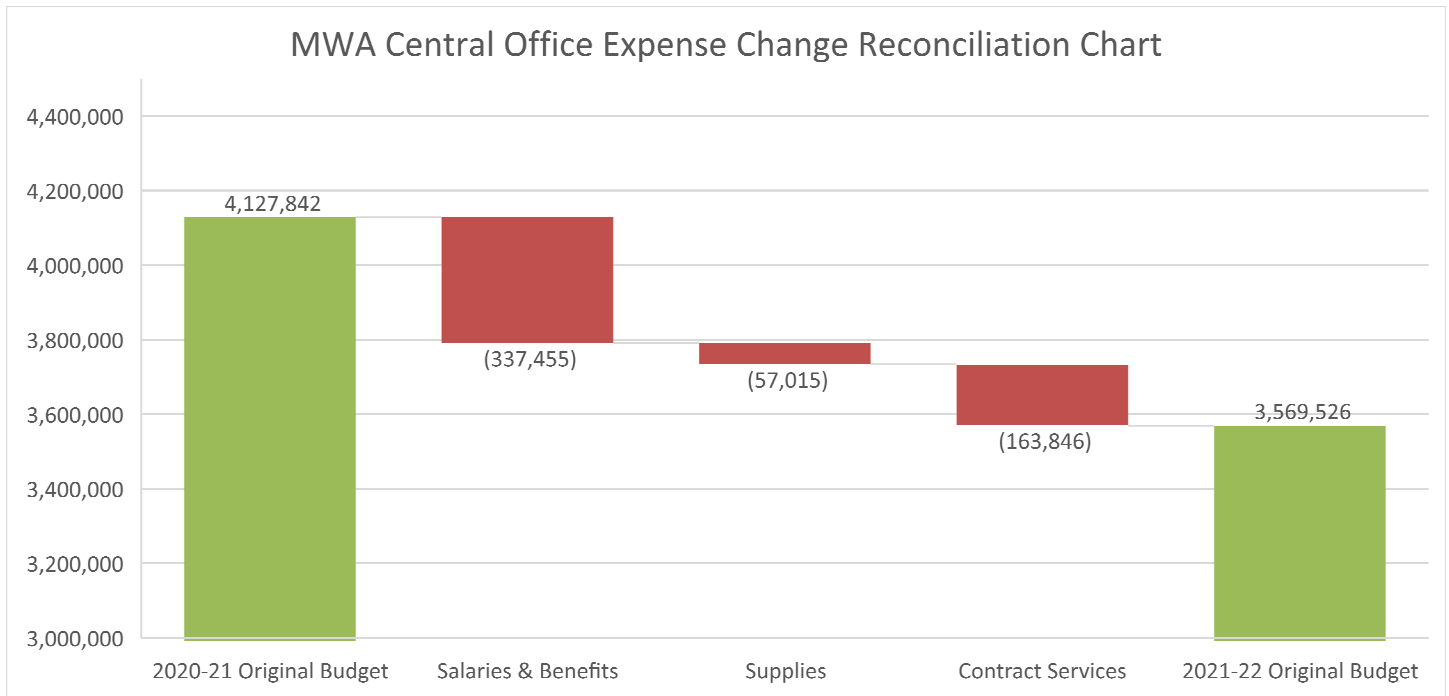
Location	2020-21 2 <sup>nd</sup> Interim Budget	2021-22 Original Budget 2 <sup>nd</sup> DRAFT	\$ Variance	% Variance
<b>Revenues</b>				
<b>Government</b>	\$15,390,569	\$18,166,907	\$2,776,338	18%
<b>Donation</b>	\$1,315,000	\$1,315,000	0	0%
<b>JRS</b>	\$5,229,044	\$7,632,650	\$2,403,606	46%
<b>Total Revenues</b>	<b>\$21,934,613</b>	<b>\$27,114,557</b>	<b>\$5,179,944</b>	<b>24%</b>
<b>Expenses</b>				
<b>Salaries/Benefits</b>	\$13,902,076	\$17,285,654	\$3,383,578	24%
<b>Supplies</b>	\$1,360,409	\$1,304,192	-\$56,217	-4%
<b>Contracted Services</b>	\$6,622,129	\$8,474,711	\$1,852,583	28%
<b>Total Expenses</b>	<b>\$21,884,614</b>	<b>\$27,064,557</b>	<b>\$5,179,944</b>	<b>24%</b>
<b>Revenues – Government per ADA</b>	<b>\$14,762</b>	<b>\$16,667</b>	<b>\$1,905</b>	<b>13%</b>
<b>Expenses – Cost per Student (Exclude CO Fees)</b>	<b>\$19,167</b>	<b>\$23,845</b>	<b>\$4,678</b>	<b>24%</b>



## FY'22 Original Budget Summary Financials for MWA Central Office

### MWA Central Office – Compare FY'22 Original Budget (2<sup>nd</sup> DRAFT) to FY'21 Original Budget

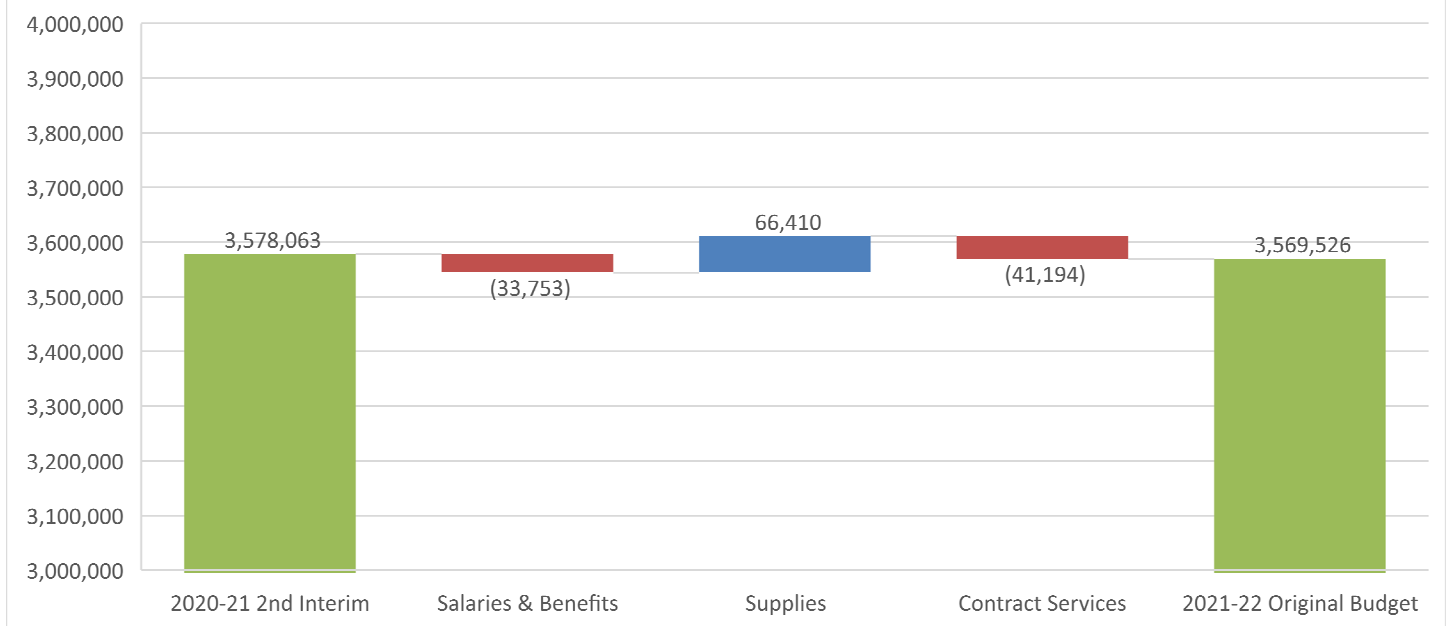
Location	2020-21 Original Budget	2021-22 Original Budget 2 <sup>nd</sup> DRAFT	\$ Variance	% Variance
<b>Revenues</b>				
JRS	\$3,059,127	\$2,359,069	-\$700,059	-23%
Central Office (Shared Services Allocation)	\$1,068,715	\$1,210,457	141,743	13%
<b>Total Revenues</b>	<b>\$4,127,842</b>	<b>\$3,569,526</b>	<b>-\$558,316</b>	<b>-14%</b>
<b>Expenses</b>				
Salaries/Benefits	\$2,957,561	\$2,620,106	-\$337,455	-11%
Supplies	\$169,115	\$112,100	-\$57,015	-34%
Contracted Services	\$1,001,166	\$837,320	-\$163,846	-16%
<b>Total Expenses</b>	<b>\$4,127,842</b>	<b>\$3,569,526</b>	<b>-\$558,316</b>	<b>-14%</b>



**MWA Central Office – Compare *FY'22 Original Budget (2<sup>nd</sup> DRAFT)* to *FY'21 2nd Interim Budget***

Location	2020-21 2 <sup>nd</sup> Interim Budget	2021-22 Original Budget 2 <sup>nd</sup> DRAFT	\$ Variance	% Variance
<b>Revenues</b>				
JRS	\$2,509,348	\$2,359,069	-\$150,279	-6%
JRS – Repayment of PPP Loan & Interest	\$2,500,000	0	-\$2,500,000	-100%
Central Office (Shared Services Allocation)	\$1,068,715	\$1,210,457	\$141,742	13%
<b>Total Revenues</b>	<b>\$6,078,063</b>	<b>\$3,569,526</b>	<b>-\$2,508,537</b>	<b>-41%</b>
<b>Expenses</b>				
Salaries/Benefits	\$2,653,859	\$2,620,106	-\$33,753	-1%
Supplies	\$45,690	\$112,100	\$66,410	145%
Contracted Services	\$878,514	\$837,320	-\$41,194	-5%
<b>Total Expenses</b>	<b>\$3,578,063</b>	<b>\$3,569,526</b>	<b>-\$8,537</b>	<b>0%</b>

MWA Central Office Expense Change Reconciliation Chart



### Appendix C – Enrollment Projections

#### Enrollment Projections

MWA – “School”	2020-21	2021-22	2022-23	2023-24
Middle School	672	672	672	672
Upper School	414	463	513	564
<b>Total</b>	<b>1,086</b>	<b>1,135</b>	<b>1,185</b>	<b>1,236</b>
ADA@96%	1,043	1,090	1,137	1,187

### Appendix D – New Positions for FY’22

#### New Positions Added for 2021-22:

*The positions listed are considered “new” but not all are net additional positions (e.g. #2 & 10)*

1. 4 new core teachers
2. 3 full-time interventionists (converted from part-time interventionist positions and the math specialist position)
3. 1 Social Worker
4. 1 Holistic Support Center Coordinator
5. 1 Middle School Special Education Teacher
6. 1 Special Education Aide
7. 1 IT User Application Administrator
8. 1 On-Site Translator
9. 2 additional teacher Residents
10. Spring Acceleration Academy & Applied Tech Summer Lead Stipends (to be paid by the Expanded Learning Opportunities Grant)



**Making Waves Academy  
Budget FY2022**

**MWA - "School"  
Original Budget  
Version 2**

	A	B	C	D	H	K	L	M
2	Acct #	Account/Title	FY2021 Original Budget (A)	FY2021 2nd Interim Budget (B)	FY2022 Original Budget (C)	Variance FY22 Original vs. FY21 Original (C-A)	% Variance (C) vs. (A)	Notes
3		<b>Income</b>						
4	8011	State Aid - General Apportionment	6,196,834	5,948,359	7,799,857	1,603,023	26%	
5	8012	Education Protection Account Entitlement	1,603,576	2,084,871	1,148,117	(455,459)	-28%	Enrollment increase and 3.84% COLA increase based on the Governor's January budget proposal.
6	8096	In Lieu of Property Taxes	2,947,857	2,986,049	3,156,599	208,742	7%	
7	8181	Special Education - Federal	130,920	128,963	136,200	5,280	4%	
8	8220	Child Nutrition Programs - Fed	388,741	271,588	388,741	-	0%	
9	8290	Federal Title I - Basic Grant	303,699	300,968	294,297	(9,402)	-3%	
10	8295	Federal Title II - Teacher and Principal Training	43,560	42,412	41,472	(2,088)	-5%	
11	8296	Federal Title III - LEP	30,205	31,574	34,022	3,817	13%	
12	8297	Federal Title IV - Part A - Student Support	21,972	22,417	21,972	-	0%	
13	8299	CARES LLM and ESSER Funding		1,169,339	1,020,000	1,020,000		2nd round of the Federal COVID-19 Relief Funding
14	8305	ESSER Funding III			733,333	733,333		Budget only 1/3
15	8311	State - Special Education	578,143	644,813	681,000	102,857	18%	Enrollment increase
16	8520	Child Nutrition Programs - State	25,871	20,540	25,871	-	0%	
17	8525	Expanded Learning Opportunity Grant			768,553	768,553		
18	8545	School Fac Lease Rmbsmnt SB740	1,264,312	1,030,237	1,183,396	(80,916)	-6%	10% reduction from the funding rate due to the program maybe running at a deficit.
19	8550	Mandate Block Grand Funding CA	28,886	28,662	29,871	985	3%	
20	8560	State Lottery	216,804	206,389	216,871	67	0%	
22	8592	After School Program Grant	177,559	177,559	177,559	-	0%	
23	8621	Measure G Parcel Tax	293,650	295,830	309,177	15,527	5%	
26	8980	Contribution - Unrestricted	1,200,000	1,200,000	1,200,000	-	0%	
27	8981	John Regina Scully (JRS)	8,480,268	5,229,044	7,632,650	(847,618)	-10%	
28	8986	School Supplies	6,000	6,000	6,000	-	0%	
29	8988	In-Kind Donations	9,000	9,000	9,000	-	0%	
30	8990	Contribution - Restricted	100,000	100,000	100,000	-	0%	
32		<b>Total Income</b>	<b>24,047,856</b>	<b>21,934,613</b>	<b>27,114,557</b>	<b>3,066,701</b>	<b>13%</b>	
33								

**Making Waves Academy  
Budget FY2022**

**MWA - "School"  
Original Budget  
Version 2**

	A	B	C	D	H	K	L	M
2	Acct #	Account/Title	FY2021 Original Budget (A)	FY2021 2nd Interim Budget (B)	FY2022 Original Budget (C)	Variance FY22 Original vs. FY21 Original (C-A)	% Variance (C) vs. (A)	Notes
38		<b>Expenses</b>						
39	1100	Teacher Salaries	4,605,620	4,243,695	5,348,635	743,015	16%	Variance from: • Added 4 new teachers in FY22 • Teacher salary study increase • COLA Increase
40	1103	Substitute Teacher Salaries	98,000	46,750	86,359	(11,641)	-12%	Hired staff at a lower rate than what was budgeted in FY21's Original Budget
41	1200	Certificated Pupil Support	558,281	588,153	730,784	172,503	31%	Variance from: • Added new social worker position in FY22 • Reclassified salary for Career Service Coordinator from Account 1900-Certificated Other Salaries to 1200-Certificated Pupil Support
42	1300	Certificated Supervisor & Administrator Salaries	1,253,772	1,248,592	1,313,051	59,279	5%	Variance from: • COLA Increase • True-up adjustments for MWA Staff
43	1409	Certificated Special Temporary COLA Bonus	1,548,000	1,451,000	1,800,000	252,000	16%	Increase for the new positions added in FY22
44	1900	Certificated Other Salaries	475,120	319,463	353,832	(121,288)	-26%	Variance from: • Reclassified salary for Career Service Coordinator from Account 1900-Certificated Other Salaries to 1200-Certificated Pupil Support
45	2100	Classified Instructional Aide Salaries	636,369	507,826	964,744	328,375	52%	Variance from: • Added 3 new Interventionist position in FY22 • Added 2 new Teacher Residents • Added new SPED Aid position in FY22 • COLA Increase
46	2200	Classified Support Staff Salaries	637,891	607,734	652,921	15,030	2%	COLA Increase
47	2300	Classified Supervisor & Administrator Salaries	727,858	666,655	742,955	15,097	2%	
48	2400	Classified Clerical and Office Salaries	655,205	547,547	934,525	279,320	43%	Variance from: New positions in FY22: • User Application Administrator • On-site Translator • Holistic Support Center Coordinator • COLA Increase Stipends for Extended Learning Opportunity Grant: • Spring Acceleration Academy • Applied Tech Summer Lead
49	2900	Classified Other Salaries	132,146	97,688	139,293	7,147	5%	
50		<b>Total Salaries</b>	<b>11,328,262</b>	<b>10,325,103</b>	<b>13,067,099</b>	<b>1,738,837</b>	<b>15%</b>	

**Making Waves Academy  
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**MWA - "School"  
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	A	B	C	D	H	K	L	M
2	Acct #	Account/Title	FY2021 Original Budget (A)	FY2021 2nd Interim Budget (B)	FY2022 Original Budget (C)	Variance FY22 Original vs. FY21 Original (C-A)	% Variance (C) vs. (A)	Notes
51	3101	Certificated STRS	1,171,118	1,431,669	1,407,373	236,255	20%	Variance from: • Reclassified eligible positions after internal CalSTRS audit • New positions in FY22 • CalSTRS contribution rate increase (From FY22 budget v1: 15.92% to v2: 16.92%)
52	3301	Certificated Social Security/Medicare	420,660	328,551	436,689	16,028	4%	
53	3401	Certificated Health & Welfare Benefits	1,594,817	1,410,799	1,880,525	285,709	18%	
54	3501	Certificated Unemployment Insurance	56,641	51,626	65,805	9,164	16%	Increase for the new positions added in FY22
55	3601	Certificated Workers Comp Insurance	147,267	134,226	171,094	23,827	16%	
56	3701	Certificated Retirement Match	150,482	97,037	134,003	(16,479)	-11%	Reclassified positions to receive CalSTRS instead after the internal audit
57	3999	Accrued Paid Time Off	123,066	123,066	123,066	-	0%	
58		<b>Total Benefits</b>	<b>3,664,051</b>	<b>3,576,973</b>	<b>4,218,555</b>	<b>554,504</b>	15%	
59		<b>Total Salaries &amp; Benefits</b>	<b>14,992,313</b>	<b>13,902,076</b>	<b>17,285,654</b>	<b>2,293,342</b>	15%	
60								
61	4100	Approved Textbooks and Core Curricula Materials	162,656	182,218	169,000	6,344	4%	
62	4200	Books and Other Reference Materials	3,000	1,000	3,000	-	0%	
63	4315	Custodial Supplies	38,000	68,000	100,000	62,000	163%	Increase due to the fact that COVID might still linger around after re-opening
64	4325	Instructional Materials & Supplies	224,125	197,375	289,375	65,250	29%	Net Increase, CCC request - An upcoming proposal for a Conversational AI Platform (bot), estimated at \$70,000 for LivePerson
65	4330	Office Supplies	-	-	1,500	1,500	100%	
66	4390	Other Food	9,750	3,750	9,000	(750)	-8%	
67	4410	Furniture, Equipment & Supplies (non-capitalized)	11,500	18,200	9,000	(2,500)	-22%	
68	4420	Computers and IT Supplies (non-capitalized)	394,355	573,405	221,465	(172,890)	-44%	Computer upgrades were made in last fiscal year
69	4710	Student Food Services	486,852	311,500	486,852	-	0%	
70	4910	Emergency Supplies	2,500	2,500	5,000	2,500	100%	
71	4990	Contingency	10,461	2,461	10,000	(461)	-4%	
72		<b>Total Supplies</b>	<b>1,343,199</b>	<b>1,360,409</b>	<b>1,304,192</b>	<b>(39,007)</b>	-3%	
73	5210	Conference Fees	92,450	47,500	84,375	(8,075)	-9%	
74	5215	Travel - Mileage, Parking, Tolls	3,500	1,000	6,625	3,125	89%	Projected that travel will not be back to normal when school re-opens
75	5220	Travel - Airfare & Lodging	46,350	-	21,275	(25,075)	-54%	
76	5225	Travel - Meals & Entertainment	27,600	-	16,050	(11,550)	-42%	
77	5305	Professional Dues & Memberships	16,458	16,458	16,000	(458)	-3%	
78	5421	General Liability Insurance	121,000	175,006	193,006	72,006	60%	Increase due to higher-than-expected premium in FY21
79	5510	Utilities - Gas and Electric	336,000	108,500	336,000	-	0%	
80	5515	Janitorial & Gardening Services	660,000	223,800	700,000	40,000	6%	Increase due to the fact that COVID might still linger around after re-opening
81	5525	Utilities - Waste	48,000	20,000	48,000	-	0%	
82	5530	Utilities - Water	47,200	49,500	49,500	2,300	5%	
83	5605	Equipment Leases and Rentals	148,800	148,800	148,800	-	0%	
84	5610	Occupancy Rent	1,685,749	1,685,749	1,753,179	67,430	4%	

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	A	B	C	D	H	K	L	M
2	Acct #	Account/Title	FY2021 Original Budget (A)	FY2021 2nd Interim Budget (B)	FY2022 Original Budget (C)	Variance FY22 Original vs. FY21 Original (C-A)	% Variance (C) vs. (A)	Notes
85	5612	Additional Facilities Use Fees	28,000	25,000	28,000	-	0%	
86	5615	Repairs and Maintenance - Building	100,000	100,000	140,000	40,000	40%	Increase due to buildings no longer under warranty
87	5617	Repairs and Maintenance - Non-computer Equipment	3,000	3,000	3,000	-	0%	
88	5618	Repairs & Maintenance - Auto	1,500	1,500	1,500	-	0%	
92	5806	County Oversight Fees	107,000	107,000	107,000	-	0%	
93	5810	Contracted Services	185,000	186,900	411,267	226,267	122%	Variance due to : <ul style="list-style-type: none"> <li>• Consultant service for College &amp; Career</li> <li>• Confidential Translation Services for Social Workers, Clinicians, and Deans</li> <li>• Contact Administrator</li> <li>• Power Washing</li> <li>• COVID Testing</li> <li>• Structure Enrichment (Part of Extended Learning Opportunity Grant)</li> </ul>
94	5810.001	Food Service Administration	1,000	1,000	1,000	-	0%	
96	5810.003	Student Transportation	565,970	40,500	565,970	-	0%	
97	5810.004	Intervention & Consultation	180,599	217,566	175,000	(5,599)	-3%	
98	5810.005	Psychological Services	683,592	688,552	565,000	(118,592)	-17%	Reduced due to bringing on Interventionists and social worker in-house.
99	5810.006	Substitute Teachers	60,000	40,000	60,000	-	0%	
100	5810.007	Interscholastic - Coaches	78,000	58,000	82,000	4,000	5%	
101	5810.008	Information Technology	693,362	884,882	832,707	139,345	20%	Distance learning and remote work Related software: i.e. DocuSign, Asana, Pre-Certification Health Check App and etc.
103	5811	Student Exam Fees	32,000	17,000	17,000	(15,000)	-47%	Reduced to align actual spending trends from prior fiscal year.
105	5820	Recruiting - Students	1,000	-	1,000	-	0%	
106	5821	Printing and Reproduction	24,000	21,000	22,500	(1,500)	-6%	
107	5840	Entrance, Admission, & Ticket Fees (not staff conference	74,400	11,400	52,400	(22,000)	-30%	Savings due to school closure
108	5850	Staff Recruitment	2,000	-	1,000	(1,000)	-50%	
109	5851	Professional Development	-	61,500	97,500	97,500	100%	<ul style="list-style-type: none"> <li>• Moved \$60K from MWA-CO in Budget v1 due to shift of Teacher Residency department to School</li> <li>• Increase in Budget v2 due to adding two more residents in budget. (Tuition is \$19.5K per year per resident)</li> </ul>
111	5897	Special Ed Contract Services	400,000	400,000	500,000	100,000	25%	SPED Increase for NPS placements and student transportation
112	5898	Use Tax	1,000	1,000	1,000	-	0%	
113	5905	Company Cell Phones	34,000	76,000	77,200	43,200	127%	Increases for staff work from home usage & T-Mobile MiFi devices for students and staff
114	5910	Internet and Wifi	48,000	85,000	96,600	48,600	101%	Purchase of additional 250 mobile hotspots for incoming class
115	5915	Postage and Delivery	24,300	24,300	20,000	(4,300)	-18%	
116	5920	Landlines and Office Based Phones	7,800	7,800	7,800	-	0%	
118	6900	Depreciation and Amortization	25,000	18,201	25,000	-	0%	
119	INCO.EXP	5895 Central Office (Shared Services Allocation)	1,068,715	1,068,715	1,210,457	141,743	13%	
120		<b>Total Contract Services</b>	<b>7,662,345</b>	<b>6,622,129</b>	<b>8,474,711</b>	<b>812,367</b>	<b>11%</b>	

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	A	B	C	D	H	K	L	M
2	Acct #	Account/Title	FY2021 Original Budget (A)	FY2021 2nd Interim Budget (B)	FY2022 Original Budget (C)	Variance FY22 Original vs. FY21 Original (C-A)	% Variance (C) vs. (A)	Notes
121								
122		Total Salaries & Benefits	14,992,313	13,902,076	17,285,654	2,293,342	15%	
123		Total Supplies	1,343,199	1,360,409	1,304,192	(39,007)	-3%	
124		Total Contract Services	7,662,345	6,622,129	8,474,711	812,367	11%	
125		<b>Total Expenses</b>	<b>23,997,856</b>	<b>21,884,614</b>	<b>27,064,557</b>	<b>3,066,701</b>	13%	
143								
144		<b>Net Income</b>	<b>50,000</b>	<b>50,000</b>	<b>50,000</b>			

**Making Waves Academy  
Budget FY2022**

**MWA Central Office  
Original Budget  
Version 2**

	A	B	C	D	H	K	L	M
2	Account #	Account Title	FY2021 Original Budget (A)	FY2021 2nd Interim Budget (B)	FY2022 Original Budget (C)	Variance FY22 Original vs. FY21 Original (C-A)	% Variance (C) vs. (A)	Notes
3		<b>Income</b>						
27	8981	John Regina Scully (JRS)	3,059,128	5,009,348	2,359,069	(700,059)	-23%	
31	INCO.INC	Central Office (Revenue from Shared Services Allocation)	1,068,715	1,068,715	1,210,457	141,743	13%	
32		<b>Total Income</b>	<b>4,127,842</b>	<b>6,078,063</b>	<b>3,569,526</b>	<b>(558,316)</b>	<b>-14%</b>	
33								
37								
38		<b>Expenses</b>						
43	1409	Certificated Special Temporary COLA Bonus	216,000	176,000	168,000	(48,000)	-22%	Salary projection and true-up adjustments for MWA-CO staff
45	2100	Classified Instructional Aide Salaries	100,772	-	-	(100,772)	-100%	Teacher residents moved to MWA-School budget
47	2300	Classified Supervisor & Administrator Salaries	1,754,650	1,724,315	1,687,144	(67,506)	-4%	
48	2400	Classified Clerical and Office Salaries	172,800	131,965	136,438	(36,362)	-21%	Salary true-up adjustments for MWA-CO staff
50		<b>Total Salaries</b>	<b>2,244,222</b>	<b>2,032,280</b>	<b>1,991,582</b>	<b>(252,640)</b>	<b>-11%</b>	
51	3101	Certificated STRS	109,521	74,506	59,889	(49,632)	-45%	Savings from reclassification of staff not eligible for CalSTRS
52	3301	Certificated Social Security/Medicare	127,823	120,154	121,642	(6,181)	-5%	
53	3401	Certificated Health & Welfare Benefits	274,693	228,772	249,457	(25,236)	-9%	Savings from benefits projection and true-up adjustments for MWAS-CO staff
54	3501	Certificated Unemployment Insurance	11,221	10,161	9,958	(1,263)	-11%	
55	3601	Certificated Workers Comp Insurance	29,175	26,420	25,891	(3,284)	-11%	
56	3701	Certificated Retirement Match	60,660	61,319	62,740	2,080	3%	
57	3999	Accrued Paid Time Off	100,246	100,246	98,948	(1,298)	-1%	
58		<b>Total Benefits</b>	<b>713,339</b>	<b>621,579</b>	<b>628,524</b>	<b>(84,815)</b>	<b>-12%</b>	
59		<b>Total Salaries &amp; Benefits</b>	<b>2,957,561</b>	<b>2,653,859</b>	<b>2,620,106</b>	<b>(337,455)</b>	<b>-11%</b>	
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**Making Waves Academy  
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	A	B	C	D	H	K	L	M
2	Account #	Account Title	FY2021 Original Budget (A)	FY2021 2nd Interim Budget (B)	FY2022 Original Budget (C)	Variance FY22 Original vs. FY21 Original (C-A)	% Variance (C) vs. (A)	Notes
62	4200	Books and Other Reference Materials	3,125	2,500	2,500	(625)	-20%	
65	4330	Office Supplies	22,200	8,350	10,150	(12,050)	-54%	
66	4390	Other Food	4,500	800	2,500	(2,000)	-44%	
67	4410	Furniture, Equipment & Supplies (non-capitalized)	2,000	1,500	1,500	(500)	-25%	
68	4420	Computers and IT Supplies (non-capitalized)	37,290	7,540	20,450	(16,840)	-45%	Savings from staff laptops and docking stations upgrades (Purchase made in prior fiscal year)
71	4990	Contingency	100,000	25,000	75,000	(25,000)	-25%	Reduced to align with spending trends
72		<b>Total Supplies</b>	<b>169,115</b>	<b>45,690</b>	<b>112,100</b>	<b>(57,015)</b>	<b>-34%</b>	
73	5210	Conference Fees	79,234	28,345	33,500	(45,734)	-58%	Savings due to COVID-19
74	5215	Travel - Mileage, Parking, Tolls	13,700	4,750	6,900	(6,800)	-50%	
75	5220	Travel - Airfare & Lodging	55,750	4,600	13,500	(42,250)	-76%	Savings due to COVID-19
76	5225	Travel - Meals & Entertainment	21,865	2,850	5,450	(16,415)	-75%	
77	5305	Professional Dues & Memberships	28,049	28,049	23,500	(4,549)	-16%	
83	5605	Equipment Leases and Rentals	6,200	6,200	6,200	-	0%	
89	5803	Accounting Fees	15,000	30,000	30,000	15,000	100%	Increase for the federal single audit
90	5804	Legal Fees	56,000	70,000	70,000	14,000	25%	Increase to align with spending trends
93	5810	Contracted Services	202,500	351,000	268,000	65,500	32%	Variance from: • Reduction of contract services from different departments to align with spending trends: -\$34.5K • Student loan repayment benefit: \$60K • ARC fertility benefit: \$40K
95	5810.002	Student Information & Assessment	61,500	61,500	61,500	-	0%	
97	5810.004	Intervention & Consultation	51,250	5,250	20,000	(31,250)	-61%	Reduced to align with spending trends
98	5810.005	Psychological Services	21,148	5,000	5,000	(16,148)	-76%	
101	5810.008	Information Technology	101,770	109,770	101,770	-	0%	
105	5820	Recruiting - Students	10,000	10,000	10,000	-	0%	
106	5821	Printing and Reproduction	1,500	1,500	1,500	-	0%	
108	5850	Staff Recruitment	128,200	83,200	102,000	(26,200)	-20%	Reduced to align with spending trends
109	5851	Professional Development	101,500	15,000	30,000	(71,500)	-70%	Moved \$60K into MWA School for Teacher Residents tuitions and reduced expense by \$11.5K
110	5853	Payroll Processing Fees	30,000	38,000	38,000	8,000	27%	Increase due to gradual staff increase
113	5905	Company Cell Phones	14,000	16,000	7,500	(6,500)	-46%	
114	5910	Internet and Wifi	-	4,300	-	-		
115	5915	Postage and Delivery	-	2,200	2,000	2,000		
117	5992	Bank fees	2,000	1,000	1,000	(1,000)	-50%	
120		<b>Total Contract Services</b>	<b>1,001,166</b>	<b>878,514</b>	<b>837,320</b>	<b>(163,846)</b>	<b>-16%</b>	
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	A	B	C	D	H	K	L	M
2	Account #	Account Title	FY2021 Original Budget (A)	FY2021 2nd Interim Budget (B)	FY2022 Original Budget (C)	Variance FY22 Original vs. FY21 Original (C-A)	% Variance (C) vs. (A)	Notes
122		Total Salaries & Benefits	2,957,561	2,653,859	2,620,106	(337,455)	-11%	
123		Total Supplies	169,115	45,690	112,100	(57,015)	-34%	
124		Total Contract Services	1,001,166	878,514	837,320	(163,846)	-16%	
125		<b>Total Expenses</b>	<b>4,127,842</b>	<b>3,578,063</b>	<b>3,569,526</b>	<b>(558,316)</b>	<b>-14%</b>	
126								
127		<b>Net Income</b>	<b>0</b>	<b>2,500,000</b>	<b>0</b>			



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	A	B	C	D	H	K	L
2	Account #	Account Title	FY2021 Original Budget (A)	FY2021 2nd Interim Budget (B)	FY2022 Original Budget (C)	Variance FY22 Original vs. FY21 Original (C-A)	% Variance (C) vs. (A)
3		<b>Income</b>					
4	8011	State Aid - General Apportionment	6,196,834	5,948,359	7,799,857	1,603,023	26%
5	8012	Education Protection Account Entitlement	1,603,576	2,084,871	1,148,117	(455,459)	-28%
6	8096	In Lieu of Property Taxes	2,947,857	2,986,049	3,156,599	208,742	7%
7	8181	Special Education - Federal	130,920	128,963	136,200	5,280	4%
8	8220	Child Nutrition Programs - Fed	388,741	271,588	388,741	-	0%
9	8290	Federal Title I - Basic Grant	303,699	300,968	294,297	(9,402)	-3%
10	8295	Federal Title II - Teacher and Principal Training	43,560	42,412	41,472	(2,088)	-5%
11	8296	Federal Title III - LEP	30,205	31,574	34,022	3,817	13%
12	8297	Federal Title IV - Part A - Student Support	21,972	22,417	21,972	-	0%
13	8299	CARES LLM and ESSER Funding	-	1,169,339	1,020,000	1,020,000	
14	8305	ESSER Funding III	-	-	733,333	733,333	
15	8311	State - Special Education	578,143	644,813	681,000	102,857	18%
16	8520	Child Nutrition Programs - State	25,871	20,540	25,871	-	0%
17	8525	Expanded Learning Opportunity Grant	-	-	768,553	768,553	
18	8545	School Fac Lease Rmbsmnt SB740	1,264,312	1,030,237	1,183,396	(80,916)	-6%
19	8550	Mandate Block Grand Funding CA	28,886	28,662	29,871	985	3%
20	8560	State Lottery	216,804	206,389	216,871	67	0%
22	8592	After School Program Grant	177,559	177,559	177,559	-	0%
23	8621	Measure G Parcel Tax	293,650	295,830	309,177	15,527	5%
26	8980	Contribution - Unrestricted	1,200,000	1,200,000	1,200,000	-	0%
27	8981	John Regina Scully (JRS)	11,539,396	10,238,392	9,991,719	(1,547,677)	-13%
28	8986	School Supplies	6,000	6,000	6,000	-	0%
29	8988	In-Kind Donations	9,000	9,000	9,000	-	0%
30	8990	Contribution - Restricted	100,000	100,000	100,000	-	0%
31	INCO.INC	Central Office (Revenue from Shared Services)	1,068,715	1,068,715	1,210,457	141,743	13%
32		<b>Total Income</b>	<b>28,175,698</b>	<b>28,012,676</b>	<b>30,684,083</b>	<b>2,508,385</b>	<b>9%</b>

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	A	B	C	D	H	K	L
2	Account #	Account Title	FY2021 Original Budget (A)	FY2021 2nd Interim Budget (B)	FY2022 Original Budget (C)	Variance FY22 Original vs. FY21 Original (C-A)	% Variance (C) vs. (A)
33							
38		<b>Expenses</b>					
39	1100	Teacher Salaries	4,605,620	4,243,695	5,348,635	743,015	16%
40	1103	Substitute Teacher Salaries	98,000	46,750	86,359	(11,641)	-12%
41	1200	Certificated Pupil Support	558,281	588,153	730,784	172,503	31%
42	1300	Certificated Supervisor & Administrator Salaries	1,253,772	1,248,592	1,313,051	59,279	5%
43	1409	Certificated Special Temporary COLA Bonus	1,764,000	1,627,000	1,968,000	204,000	12%
44	1900	Certificated Other Salaries	475,120	319,463	353,832	(121,288)	-26%
45	2100	Classified Instructional Aide Salaries	737,141	507,826	964,744	227,603	31%
46	2200	Classified Support Staff Salaries	637,891	607,734	652,921	15,030	2%
47	2300	Classified Supervisor & Administrator Salaries	2,482,508	2,390,969	2,430,099	(52,409)	-2%
48	2400	Classified Clerical and Office Salaries	828,005	679,512	1,070,963	242,958	29%
49	2900	Classified Other Salaries	132,146	97,688	139,293	7,147	5%
50		<b>Total Salaries</b>	<b>13,572,484</b>	<b>12,357,382</b>	<b>15,058,681</b>	<b>1,486,197</b>	11%
51	3101	Certificated STRS	1,280,639	1,506,175	1,467,262	186,623	15%
52	3301	Certificated Social Security/Medicare	548,484	448,705	558,331	9,847	2%
53	3401	Certificated Health & Welfare Benefits	1,869,510	1,639,571	2,129,982	260,472	14%
54	3501	Certificated Unemployment Insurance	67,862	61,787	75,763	7,901	12%
55	3601	Certificated Workers Comp Insurance	176,442	160,646	196,985	20,543	12%
56	3701	Certificated Retirement Match	211,142	158,357	196,743	(14,399)	-7%
57	3999	Accrued Paid Time Off	223,312	223,312	222,014	(1,298)	-1%
58		<b>Total Benefits</b>	<b>4,377,390</b>	<b>4,198,552</b>	<b>4,847,079</b>	<b>469,689</b>	11%
59		<b>Total Salaries &amp; Benefits</b>	<b>17,949,874</b>	<b>16,555,935</b>	<b>19,905,760</b>	<b>1,955,886</b>	11%
60							
61	4100	Approved Textbooks and Core Curricula Mate	162,656	182,218	169,000	6,344	4%
62	4200	Books and Other Reference Materials	6,125	3,500	5,500	(625)	-10%
63	4315	Custodial Supplies	38,000	68,000	100,000	62,000	163%
64	4325	Instructional Materials & Supplies	224,125	197,375	289,375	65,250	29%
65	4330	Office Supplies	22,200	8,350	11,650	(10,550)	-48%
66	4390	Other Food	14,250	4,550	11,500	(2,750)	-19%
67	4410	Furniture, Equipment & Supplies (non-capitaliz	13,500	19,700	10,500	(3,000)	-22%
68	4420	Computers and IT Supplies (non-capitalized)	431,645	580,945	241,915	(189,730)	-44%
69	4710	Student Food Services	486,852	311,500	486,852	-	0%
70	4910	Emergency Supplies	2,500	2,500	5,000	2,500	100%
71	4990	Contingency	110,461	27,461	85,000	(25,461)	-23%
72		<b>Total Supplies</b>	<b>1,512,314</b>	<b>1,406,099</b>	<b>1,416,292</b>	<b>(96,022)</b>	-6%

Making Waves Academy  
Budget FY2022

MWA-"School" and MWA Central Office  
Original Budget  
Version 2

	A	B	C	D	H	K	L
			FY2021 Original Budget (A)	FY2021 2nd Interim Budget (B)	FY2022 Original Budget (C)	Variance FY22 Original vs. FY21 Original (C-A)	% Variance (C) vs. (A)
2	Account #	Account Title					
73	5210	Conference Fees	171,684	75,845	117,875	(53,809)	-31%
74	5215	Travel - Mileage, Parking, Tolls	17,200	5,750	13,525	(3,675)	-21%
75	5220	Travel - Airfare & Lodging	102,100	4,600	34,775	(67,325)	-66%
76	5225	Travel - Meals & Entertainment	49,465	2,850	21,500	(27,965)	-57%
77	5305	Professional Dues & Memberships	44,507	44,507	39,500	(5,007)	-11%
78	5421	General Liability Insurance	121,000	175,006	193,006	72,006	60%
79	5510	Utilities - Gas and Electric	336,000	108,500	336,000	-	0%
80	5515	Janitorial & Gardening Services	660,000	223,800	700,000	40,000	6%
81	5525	Utilities - Waste	48,000	20,000	48,000	-	0%
82	5530	Utilities - Water	47,200	49,500	49,500	2,300	5%
83	5605	Equipment Leases and Rentals	155,000	155,000	155,000	-	0%
84	5610	Occupancy Rent	1,685,749	1,685,749	1,753,179	67,430	4%
85	5612	Additional Facilities Use Fees	28,000	25,000	28,000	-	0%
86	5615	Repairs and Maintenance - Building	100,000	100,000	140,000	40,000	40%
87	5617	Repairs and Maintenance - Non-computer Equ	3,000	3,000	3,000	-	0%
88	5618	Repairs & Maintenance - Auto	1,500	1,500	1,500	-	0%
89	5803	Accounting Fees	15,000	30,000	30,000	15,000	100%
90	5804	Legal Fees	56,000	70,000	70,000	14,000	25%
91	5805	External Management and Administrative Fees	-	-	-	-	-
92	5806	County Oversight Fees	107,000	107,000	107,000	-	0%
93	5810	Contracted Services	387,500	537,900	679,267	291,767	75%
94	5810.001	Food Service Administration	1,000	1,000	1,000	-	0%
95	5810.002	Student Information & Assessment	61,500	61,500	61,500	-	0%
96	5810.003	Student Transportation	565,970	40,500	565,970	-	0%
97	5810.004	Intervention & Consultation	231,849	222,816	195,000	(36,849)	-16%
98	5810.005	Psychological Services	704,740	693,552	570,000	(134,740)	-19%
99	5810.006	Substitute Teachers	60,000	40,000	60,000	-	0%
100	5810.007	Interscholastics - Coaches	78,000	58,000	82,000	4,000	5%
101	5810.008	Information Technology	795,132	994,652	934,477	139,345	18%
102	5810.009	Outsourced Teaching	-	-	-	-	-
103	5811	Student Exam Fees	32,000	17,000	17,000	(15,000)	-47%
104	5812	College Entrance Exams	-	-	-	-	-
105	5820	Recruiting - Students	11,000	10,000	11,000	-	0%
106	5821	Printing and Reproduction	25,500	22,500	24,000	(1,500)	-6%
107	5840	Entrance, Admission, & Ticket Fees (not staff	74,400	11,400	52,400	(22,000)	-30%

Making Waves Academy  
Budget FY2022

MWA-"School" and MWA Central Office  
Original Budget  
Version 2

	A	B	C	D	H	K	L
2	Account #	Account Title	FY2021 Original Budget (A)	FY2021 2nd Interim Budget (B)	FY2022 Original Budget (C)	Variance FY22 Original vs. FY21 Original (C-A)	% Variance (C) vs. (A)
108	5850	Staff Recruitment	130,200	83,200	103,000	(27,200)	-21%
109	5851	Professional Development	101,500	76,500	127,500	26,000	26%
110	5853	Payroll Processing Fees	30,000	38,000	38,000	8,000	27%
111	5897	Special Ed Encroachment WCCUSD	400,000	400,000	500,000	100,000	25%
112	5898	Use Tax	1,000	1,000	1,000	-	0%
113	5905	Company Cell Phones	48,000	92,000	84,700	36,700	76%
114	5910	Internet and Wifi	48,000	89,300	96,600	48,600	101%
115	5915	Postage and Delivery	24,300	26,500	22,000	(2,300)	-9%
116	5920	Landlines and Office Based Phones	7,800	7,800	7,800	-	0%
117	5992	Bank fees	2,000	1,000	1,000	(1,000)	-50%
118	6900	Depreciation and Ammortization	25,000	18,201	25,000	-	0%
119	INCO.EXP	5895 Central Office (Shared Services Allocati	1,068,715	1,068,715	1,210,457	141,743	13%
120		<b>Total Contract Services</b>	<b>8,663,511</b>	<b>7,500,643</b>	<b>9,312,031</b>	<b>648,521</b>	<b>7%</b>
121							
122		Total Salaries & Benefits	17,949,874	16,555,935	19,905,760	1,955,886	11%
123		Total Supplies	1,512,314	1,406,099	1,416,292	(96,022)	-6%
124		Total Contract Services	8,663,511	7,500,643	9,312,031	648,521	7%
125		<b>Total Expenses</b>	<b>28,125,699</b>	<b>25,462,676</b>	<b>30,634,083</b>	<b>2,508,385</b>	<b>9%</b>
126							
127		<b>Net Income</b>	<b>50,000</b>	<b>2,550,000</b>	<b>50,000</b>		

## COVID-19 RELIEF FUNDING SUMMARY

Funding Source	Timeline	Eligible Use of Funds	MWA Allocation Amount	Status
<b>Coronavirus Relief Fund (CRF)</b> <b>CARES Act</b>	March 1, 2020 – May 31, 2021	CDE to provide funds to LEAs to mitigate learning loss related to COVID-19 school closures. Uses include: <ul style="list-style-type: none"> <li>• Facilitating distance learning</li> <li>• Personnel &amp; services diverted to a different use</li> <li>• COVID-19 testing &amp; contact tracing</li> <li>• Food programs</li> <li>• Medical expenses</li> <li>• PPE</li> <li>• Improve telework for employees</li> </ul> <p><i>Note: Since these are federal funds, they are subject to certain federal requirements, including that the cost be unbudgeted and result due to COVID-19 (e.g., cannot be used for planned salaries unrelated to COVID-19).</i></p>	\$801,907	100% expended or obligated as of May 2021 on: <ul style="list-style-type: none"> <li>• Student Chromebooks</li> <li>• Mental Health</li> <li>• Facilitating Distance Learning</li> </ul>
<b>ESSER I</b> <b>CARES Act</b>	March 13, 2020 – September 30, 2022	CDE to provide funds to LEAs to address the impact of COVID-19. Uses include: <ul style="list-style-type: none"> <li>• Coordination with public health,</li> <li>• Activities to address unique needs of low-income students, children with disabilities, English learners, foster youth, and other vulnerable student populations.</li> <li>• Purchasing educational technology,</li> <li>• Planning for long term closures,</li> <li>• Training and supplies for sanitation,</li> <li>• Mental health support,</li> <li>• Summer school and after school programs,</li> <li>• Funds for principals to address local needs</li> <li>• Other activities to continue school operations and employment of existing staff</li> </ul>	\$247,704	100% expended on: <ul style="list-style-type: none"> <li>• Faculty Professional Development</li> <li>• Staff Laptops</li> </ul>

# COVID-19 RELIEF FUNDING SUMMARY

Funding Source	Timeline	Eligible Use of Funds	MWA Allocation Amount	Status
<b>GEER I CARES Act</b>	March 13, 2020 – September 30, 2022	<p>CDE to provide funds to LEAs to mitigate learning loss related to COVID-19 school closures. Uses include:</p> <ul style="list-style-type: none"> <li>• Learning supports – before/after school programs focused on addressing learning loss.</li> <li>• Expanded learning – extending the school year or day, or otherwise generally increasing the amount of instructional time/services provided</li> <li>• Additional academic services – diagnostic assessments, intensive instruction, additional instructional materials</li> <li>• Devices or connectivity</li> <li>• Integrated pupil supports – health, counseling, mental health services, social and emotional learning</li> <li>• Professional development</li> <li>• School breakfast and lunch programs</li> <li>• Health and safety/public health – testing, PPE, cleaning supplies</li> </ul> <p><i>Note: Since these are federal funds, they are subject to certain federal requirements, including prior approval for capital expenditures with a per unit cost of over \$5,000.</i></p>	\$29,441	<p>100% expended as of 9/30/2020 on:</p> <ul style="list-style-type: none"> <li>• Staff Laptops</li> <li>• Student Chromebooks</li> </ul>
<b>General Fund SB 98/820</b>	July 1, 2020 – June 30, 2021	<p>CDE to provide funds to LEAs to mitigate learning loss related to COVID-19 school closures. Uses include:</p> <ul style="list-style-type: none"> <li>• Learning supports – before/after school programs focused on addressing learning loss.</li> <li>• Expanded learning – extending the school year or day, or otherwise generally increasing the amount of instructional time/services provided</li> <li>• Additional academic services – diagnostic assessments, intensive instruction, additional instructional materials</li> <li>• Devices or connectivity</li> <li>• Integrated pupil supports – health, counseling, mental health services, social and emotional learning</li> <li>• Professional development</li> <li>• School breakfast and lunch programs</li> <li>• Health and safety/public health – testing, PPE, cleaning supplies</li> </ul>	\$90,284	<p>100% expended as of 9/30/2020:</p> <ul style="list-style-type: none"> <li>• Mental Health Services</li> <li>• Professional Development</li> <li>• IT Devices</li> </ul>

## COVID-19 RELIEF FUNDING SUMMARY

Funding Source	Timeline	Eligible Use of Funds	MWA Allocation Amount	Status
<b>ESSER II</b> <b>CRRSA Act</b>	March 13, 2020 – September 30, 2023	Same as ESSER I Fund (CARES Act): Calls out “additional” LEA allowable uses of funds, such as: <ul style="list-style-type: none"> <li>• Addressing learning loss</li> <li>• Preparing schools for reopening</li> <li>• Testing, repairing, and upgrading projects to improve air quality in school buildings.</li> </ul> <p><i>Note: These are permitted under the CARES Act as well. Just not called out like they are in CRRSA.</i></p>	\$1,020,000	First quarterly allocation will go out May/June 2021.
<b>GEER II</b> <b>CRRSA Act</b>	March 13, 2020 – September 30, 2023	The same as GEER I - Governors may provide subgrants to LEAs and IHEs within their jurisdiction that have been “most significantly impacted by coronavirus.” Uses and allocations have not yet been identified by the Governor.	TBD	TBD
<b>In-Person Instruction</b> <b>AB 86</b>	Expenditure Deadline: August 31, 2022	Funds may be used for any purpose consistent with providing in-person instruction, including: <ul style="list-style-type: none"> <li>• COVID-19 testing</li> <li>• Cleaning</li> <li>• PPE</li> <li>• Ventilation and other school site upgrades</li> <li>• Salaries</li> <li>• Social and mental health support services</li> </ul>	\$0	MWA will not apply for this grant.

# COVID-19 RELIEF FUNDING SUMMARY

Funding Source	Timeline	Eligible Use of Funds	MWA Allocation Amount	Status
<p><b>Expanded Learning Opportunities</b> <b>AB 86</b></p>	<p>Expenditure Deadline: August 31, 2022</p>	<p>As part of a learning recovery program, funds are to be used for supplemental instruction and support, including:</p> <ul style="list-style-type: none"> <li>Expanded learning – extending the school year or day, or otherwise generally increasing the amount of instructional time/services provided</li> <li>Learning supports – tutoring or similar small group instruction, learning recovery programs, training on accelerated learning strategies</li> <li>Integrated pupil supports – health, counseling, mental health services, social and emotional learning</li> <li>Community learning hubs – includes access to technology and connectivity</li> <li>Support to help credit deficient pupils graduate</li> <li>Additional academic services – diagnostic assessments, progress monitoring</li> <li>Training for school staff – social-emotional health, academic needs</li> </ul>	<p>\$768,553</p>	<p>Estimated Allocations released March 19, 2021.</p> <p>Initial apportionment for 50% of funds in May 2021. The Expanded Learning Opportunities (ELO) Plan was approved by the board on May 6<sup>th</sup>.</p>
<p><b>ESSER III</b> <b>ARP Act</b></p>	<p>March 13, 2020 – September 30, 2024</p>	<p>Same as ESSER I and II Funds. Calls out an “additional” LEA allowable use of funds:</p> <ul style="list-style-type: none"> <li>Developing strategies and implementing public health protocols, including, to the greatest extent practicable, policies in line with guidance from the CDC for the reopening and operation of school facilities to maintain the health and safety of students, educators, and other staff.</li> </ul> <p>An LEA must reserve at least 20% of its total ESSER III allocation to address learning loss through intentions such as summer learning, extended school day/year, or afterschool programs. Any such intervention must respond to students’ academic, social, and emotional needs and address the disproportionate impact of COVID-19 on underrepresented student groups.</p>	<p>\$2,200,000</p>	<p>This funding has not been allocated to LEAs as of yet. The first allocation estimated to come in fall 2021.</p>



# Coversheet

## School Site Council (SSC) Written Update

**Section:** II. Standing Reports  
**Item:** I. School Site Council (SSC) Written Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** SSC Update\_ June 16, 2020 \_ MWA Board.pdf

## School Site Council

Latiphony Wells, President

### What?

The 2020-21 School Year has been a challenging one. Our SSC has maintained meetings and engagement all year. This was a heavy year for compliance, and the SSC is the feedback loop authorized by our Board to support compliance processes such as WASC, SPSA, LCAP, ELO, and all of our Title funds programming. The SSC worked diligently to workshop and to collaborate while remote. We had many presentations from school leaders on our programs that serve critical learners, and we had lots of trainings and presentations on the LCP, why the SPSA came back for this year, and how to effectively launch our new 3-year LCAP.

### So What?

- SSC hosted the LCAP “ Public Hearing” stakeholder engagement event, along with 5 additional stakeholder events where we captured feedback on our current goals and actions from various members of the community
- We took action to formally recommend the SPSA and the LCAP to the MWA Board for further review and approval. We also collected lots of feedback and recommendations from our stakeholder events that has been shared with both the School Leaders and with the Board.
- The Expanded Learning Opportunities (ELO) grant was introduced to the SSC in a workshop, and leadership provided contact information to establish an additional feedback loop to collect recommendations
- Two new upper school student members have been elected by their peers, and will be officially introduced to the council in August

### Now What?

I am extremely proud of what we were able to accomplish this year. Despite the challenges of distance and transition, we were able to meet all of our compliance requirements for the year. As SSC President, I look forward to the onboarding of new members and the ability to celebrate the service and dedication of our members whose terms have expired. The transition back to campus brings with it many opportunities to collaborate and bridge any gaps in communication, and for this, we are excited and hopeful. Anchored in our core values of Respect and Community, the SSC commits to continue supporting our school program, and serving the interests of all stakeholders.

# 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\_2021.06.09.pdf

**RECOMMENDATION:**

Please review this update as pre-reading.



# Blueprint for a Safer Economy Status

As of 6/8/2021 Contra Costa County remains in the orange tier

- **6/8 Contra Costa County Metrics**

- Adjusted Case rate = 2.7
- Positivity rate = 1.4%
- Health equity quartile positivity rate = 2.2%

\*The Blueprint for Safer Economy county tier system will no longer be in effect starting June 15, but we will continue to monitor local indicators as well as new guidance as we continue to plan for a safe return to campus.



# Blueprint for a Safer Economy Status



County  
Contra Costa

Close ✕

## Contra Costa County

Bay Area Region  
*Eligible to exit Regional Order effective 1/25/2021*  
*Was placed on Regional Stay Home Order 12/17/2020 3:59 PM*

**COUNTY RISK LEVEL**  
**Moderate\***  
 Some indoor business operations are open with modifications

**COUNTY METRICS**  
**3.0** New COVID-19 cases per day per 100K  
**2.7** Adjusted case rate for tier assignment  
**1.4%** Positivity rate (7-day average)  
**2.2%** Health equity quartile positivity rate

3 weeks prior	2 weeks prior	1 week prior	Current
5/18	5/25	6/1	6/8
<span style="color: #e67e22;">■</span> Moderate	<span style="color: #e67e22;">■</span> Moderate	<span style="color: #e67e22;">■</span> Moderate	<span style="color: #e67e22;">■</span> Moderate

\*See California Blueprint Data Chart for tier determination.

**STATEWIDE METRICS**

- 2.0** New COVID-19 positive cases per day per 100K
- 0.8%** Positivity rate (7-day average)
- 34.1%** ICU availability

Last Updated 6/8/2021

- Substantial
- Moderate
- Minimal



# Phase 1C

Phase 1C (Essential Staff on Campus, US Athletics and Faculty opt-in working from classrooms): was successful and an opportunity to test our systems and procedures and make updates for when we have more students and staff on campus.

Other Activities:

- On-Site Spanish AP test



# Planning for Return to Onsite Learning

What is next?

- Summer Academy will be the first time that we will have small cohorts of students on campus.
- For Summer Academy, we will continue to use the systems protocols that were developed in Phase 1C as well as continue to make updates as guidance is released.
- Planning for the return to on-site learning in the fall is underway with an understanding of flexibility as guidelines are released.

# Coversheet

## CA Local Performance Indicators

**Section:** III. Non-Action Items  
**Item:** C. CA Local Performance Indicators  
**Purpose:** FYI  
**Submitted by:** Carmen Velarde  
**Related Material:** 2021 MWA Local Indicators Board Presentation.pdf  
2021 MWA Local Indicators.pdf

### BACKGROUND:

Data is not collected at the state level for some LCFF priority areas (Priorities 1, 2, 3, 6 and 7). For each of these priority areas, local educational agencies (LEAs) must:

1. Measure progress annually,
2. Report results at a regularly scheduled public meeting of the local governing board, and
3. Upload and publicly report the results through the CA School Dashboard

### RECOMMENDATION:

Review the submitted slide deck as well as attachment labeled "2021 MWA Local Indicators" and note any questions that come up for you. You will be able to ask those questions at the board meeting.





# Local Indicators Data

## Carmen Velarde and Data Stewards

### 6/17/2021



*Learn. Graduate. Give Back.*

# Table of Contents

- **Local Indicator Overview**
- **LCFF Priority 1 Summary**
- **LCFF Priority 2 Summary**
- **LCFF Priority 3 Summary**
- **LCFF Priority 6 Summary**
- **LCFF Priority 7 Summary**

# Local Indicators Overview

## Purpose and Requirements

Data is not collected at the state level for some priority areas.

For each of these priority areas, local educational agencies (LEAs) must:

1. Measure progress annually,
2. Report results at a regularly scheduled public meeting of the local governing board, and
3. Upload and publicly report the results through the CA School Dashboard

## Why Local Indicators?

- Reflects the emphasis on 'local control'
- LEAs measure priorities that are oriented more to implementation measurement rather than summative outcome
- Important for the local community to understand the holistic picture of a LEAs progress



















# Local Indicators by Priority

Local Control Funding Formula Priority	State Indicator	Local Indicator
Priority 1		Basics Conditions at School
Priority 2		Implementation of State Academic Standards
Priority 3		Parent Engagement
Priority 4	Academic Indicator English Learner Indicator	
Priority 5	Chronic Absence Indicator Graduation Rate Indicator*	
Priority 6	Suspension Rate Indicator	Local Climate Survey
Priority 7	College/Career Indicator*	
Priority 8	College/Career Indicator*	
Priority 9		Coordination of Services for Expelled Students (COEs only)
Priority 10		Coordination of Services for Foster Youth (COEs only)

Note: This slide is excerpted from training materials prepared by CCSESA members which occurred in October and December 2016.

# State versus Local Performance

	State	Local																																										
Performance Level		<p>Met</p> <p>Not Met</p> <p>Not Met for Two or More Years</p>																																										
Performance determined by...	The state, based on status and change	The LEA, based on state-created standards																																										
Example	<table border="1"> <thead> <tr> <th>State Indicators</th> <th>All Students Performance</th> <th>Status</th> <th>Change</th> </tr> </thead> <tbody> <tr> <td>Chronic Absenteeism</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>Suspension Rate (K-12)</td> <td></td> <td>Very Low 0.3%</td> <td>Declined -1.3%</td> </tr> <tr> <td>English Learner Progress (K-12)</td> <td></td> <td>Low 62%</td> <td>Increased +1.3%</td> </tr> <tr> <td>Graduation Rate (9-12)</td> <td></td> <td>Medium 86%</td> <td>Increased +3%</td> </tr> <tr> <td>College &amp; Career</td> <td>N/A</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>English Language Arts (K-8)</td> <td></td> <td>Low 40 points below level 3</td> <td>Declined -10</td> </tr> <tr> <td>Mathematics (K-8)</td> <td></td> <td>Very Low 13 points above level 3</td> <td>Declined Sig. -25</td> </tr> </tbody> </table>	State Indicators	All Students Performance	Status	Change	Chronic Absenteeism	N/A	N/A	N/A	Suspension Rate (K-12)		Very Low 0.3%	Declined -1.3%	English Learner Progress (K-12)		Low 62%	Increased +1.3%	Graduation Rate (9-12)		Medium 86%	Increased +3%	College & Career	N/A	N/A	N/A	English Language Arts (K-8)		Low 40 points below level 3	Declined -10	Mathematics (K-8)		Very Low 13 points above level 3	Declined Sig. -25	<table border="1"> <thead> <tr> <th>Local Indicators</th> <th>Ratings</th> </tr> </thead> <tbody> <tr> <td>Basics (Teachers, Instructional Materials, Facilities)</td> <td>Met</td> </tr> <tr> <td>Implementation of Academic Standards</td> <td>Not Met</td> </tr> <tr> <td>Parent Engagement</td> <td>Not Met for Two Years</td> </tr> <tr> <td>Local Climate Survey</td> <td>Met</td> </tr> </tbody> </table>	Local Indicators	Ratings	Basics (Teachers, Instructional Materials, Facilities)	Met	Implementation of Academic Standards	Not Met	Parent Engagement	Not Met for Two Years	Local Climate Survey	Met
State Indicators	All Students Performance	Status	Change																																									
Chronic Absenteeism	N/A	N/A	N/A																																									
Suspension Rate (K-12)		Very Low 0.3%	Declined -1.3%																																									
English Learner Progress (K-12)		Low 62%	Increased +1.3%																																									
Graduation Rate (9-12)		Medium 86%	Increased +3%																																									
College & Career	N/A	N/A	N/A																																									
English Language Arts (K-8)		Low 40 points below level 3	Declined -10																																									
Mathematics (K-8)		Very Low 13 points above level 3	Declined Sig. -25																																									
Local Indicators	Ratings																																											
Basics (Teachers, Instructional Materials, Facilities)	Met																																											
Implementation of Academic Standards	Not Met																																											
Parent Engagement	Not Met for Two Years																																											
Local Climate Survey	Met																																											

# Priority 1 - Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities

# Appropriately Assigned Teachers

There are two primary sets of regulations that Making Waves Academy (MWA) adheres to with regards to teacher credentials:

Regulations defined by the Commission on Teacher Credentialing (CTC) which stipulate that all educators employed at Making Waves Academy must hold a valid CA teacher credential, permit or waiver and; Assembly Bill 1505 (AB1505) which requires that all new teachers, as of the 2020-21 school year and beyond, are required to hold the required credential for their assignment – as required of teachers in district schools – with no exceptions. The law gives teachers currently employed at charter schools during the 2019-20 school year up to five years (until July 1, 2025) to obtain the required credential for their assignment.

**The Human Resources Department (HR) monitors compliance to CTC and AB1505 requirements by:**

- Actively participating in the hiring/screening of MWA faculty candidates to ensure they hold a teacher credential upon hire and;
- Supporting presently employed educator's to make adequate progress towards their credential by guiding them through applications/requirements for permits and/or waivers that allow them to teach in the State of California.
- Regularly monitoring the confidential Teacher Credential Database sheet to determine any misassignments that require correction.

**Misassignments reported for the 2020-2021 school year:**

December 2020: 8 misassignments were reported

June 2021: 3 misassignments exist and are receiving support to make corrections in collaboration with our credential service provider.

For those that do not hold a Clear credential status, HR monitors the issuance of the credential, permit or waiver types available until the educator reaches Clear credential status. In the event that an educator is unable to meet certain milestones towards earning a Clear credential on their own, HR creates a teacher plan that outlines milestones, deadlines, and expectations that must be met to continue employment at MWA.

# Access to Curriculum-Aligned Instructional Materials

## Data source(s)

- **Assigned textbooks for students enrolled in classes requiring specific books.**

## Big Takeaway(s)

- **MWA has a process to ensure that all students have access to the required class materials to be successful in their classes.**

## How data informed analysis

**The operations team works closely with the academic team to determine yearly inventory and need for textbooks. Each summer when books are collected our textbook inventory system is updated and the list is then compartment to projected enrollment in preparation for the fall.**



# Safe, Clean and Functional School Facilities

## Data source(s)

- The FIT
- Data sheet
- Regular walkthroughs

## Big Takeaway(s)

- The MWA facilities are relatively new and the operations team has a system to ensure that there is regular upkeep to maintain the good conditions.

## How data informed analysis

The operations team utilizes the FIT to determine ratings on the different facilities categories as well as the maintenance ticket requests to determine what repairs are needed and prioritize work that has to be completed.

# Priority 2 - Implementation of State Academic Standards

# Priority 2 - Implementation of Academic Standards

## Data source(s)

- Classroom Evaluations

## How data informed analysis

We used classroom observations and unit planning deep dives to inform our assessment of this priority.

## Big Takeaway(s)

- We have adopted standards aligned materials in Math/English and ELD and have prioritized training on these subject areas.
- We have adopted standards aligned materials in Science aligned to the NGSS standards and look forward to refining our walkthrough look fors.
- We have adopted new History curriculum in the Middle School, however are anticipating the approved standards for History and Social Science to be released by the CDE.

# Priority 3 - Parent and Family Engagement

# Priority 3 - Parent Engagement

## Data source(s)

- Family Engagement Survey Data, and
- Participation rates

## How data informed analysis

We analyzed stakeholder feedback and progress to goals.

## Big Takeaway(s)

- We implemented a number of engagement sessions in a distance setting including SSC, ELAC, Saturday Parent Meetings, Chat and Chews, Back to School Day and Family Conferences.
- We implemented systems to ensure consistent family communication and updates.
- We refined our Wave Representative process and procedures.

# Priority 6 - School Climate

# Priority 6 - School Climate

## Data source(s)

- **School Culture & Climate Surveys (Fall and Spring)**

## How data informed analysis

Categorized and assessed survey responses from all Wave-Makers via the following big bucket themes:

- **Rigorous Instruction,**
- **SEL Well-Being, and**
- **Student Support & Safety**

## Big Takeaway(s)

- **Wave-Makers academy-wide agree or strongly agree with the following:**
  - **75% Wave-Makers believe that MWA is providing a rigorous instruction that includes high academic/behavior expectations, academic challenge, and teachers not only encourage/support but adjust to how they learn best.**
  - **Feel supported to be successful in school (~80%)**
  - **When they cause harm, teachers/deans help them to make things right (~70%)**
  - **When they are harmed teachers/deans help them to address and resolve the issue (~66%)**
  - **Over 75% Wave-Makers believe that their teachers and staff treat them fairly and make them feel like they belong.**
  - **Over 75% Wave-Makers believe that MWA is preparing them to be successful in college & beyond, will help them achieve their life dream.**
- **Top Concerns that Wave-Makers are worried/very worried about:**
  - **Getting Good Grades (~69%)**
  - **During distance learning not being able to be with classmates (~42%)**
  - **Conflict with other students/Bullying (~38%)**

# Priority 7 - Access to a Broad Course of Study



# Priority 7 - Access to a Broad Course of Study

## Data source(s)

- Curriculum documents
- Course schedule

## Big Takeaway(s)

- MWA has made adequate progress towards our goals to build out CTE pathways and is currently offering our students access to a broad course of study.

## How data informed analysis

We analyzed our progress to goals.

**Contact Information**  
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## Local Performance Indicator Self-Reflection

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

### Introduction

The State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area. The approved performance standards require a LEA to:

- Annually measure its progress in meeting the requirements of the specific LCFF priority.
- Report the results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

Below are the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

## **Performance Standards**

The performance standards for the local performance indicators are:

### **Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)**

The LEA annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; the LEA then reports the results to its local governing board at a regularly scheduled meeting and to reports to stakeholders and the public through the Dashboard.

### **Implementation of State Academic Standards (LCFF Priority 2)**

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

### **Parent and Family Engagement (LCFF Priority 3)**

The LEA annually measures its progress in: (1) seeking input from parents in decision making and (2) promoting parental participation in programs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

### **School Climate (LCFF Priority 6)**

The LEA administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the LEA serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the Dashboard.

### **Access to a Broad Course of Study (LCFF Priority 7)**

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

### **Coordination of Services for Expelled Students-County Office of Education (COE) Only (LCFF Priority 9)**

The county office of education (COE) annually measures its progress in coordinating instruction as required by California EC Section 48926; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

### **Coordination of Services for Foster Youth-COE Only (LCFF Priority 10)**

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board at a regularly scheduled meeting and reports to stakeholders and the public through the Dashboard.

## Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to stakeholders and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to stakeholders and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

### Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of misassignments of teachers of ELs, total teacher misassignments, and vacant teacher positions
- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Teachers	Number	Percent
Misassignments of Teachers of English Learners	8	13.6
Total Teacher Misassignments	8	13.6
Vacant Teacher Positions	0	0

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

### Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

#### OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.



Additionally, summarize the LEA’s progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA)-Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics-Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Making Waves Academy has worked to implement the all state standards with fidelity. We have completed the following action items. We have adopted standards aligned curriculum in all subject areas, we have implemented walkthroughs to track for fidelity to state standards, held content specific professional development for our content areas and analyze student work accordingly. The area that we are looking to build out further is connected to our Career Technical Education program, where we aim to build out comprehensive pathways. Additionally, we aim to bring Spanish to our 8th grade.

**OPTION 2: Reflection Tool**

**Recently Adopted Academic Standards and/or Curriculum Frameworks**

1. **Rate the LEA’s progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)					5
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science				4	

**2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)					5
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

**3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					5
ELD (Aligned to ELA Standards)					5
Mathematics – Common Core State Standards for Mathematics					5
Next Generation Science Standards				4	
History-Social Science				4	



**Recently Adopted Academic Standards and/or Curriculum Frameworks**

**4. Rate the LEA’s progress implementing each of the following academic standards adopted by the state board for all students.**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Career Technical Education			3		
Health Education Content Standards					5
Physical Education Model Content Standards					5
Visual and Performing Arts				4	
World Language					5

**Support for Teachers and Administrators**

**5. Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					5
Identifying the professional learning needs of individual teachers					5
Providing support for teachers on the standards they have not yet mastered				4	

**Optional Narrative (Limited to 1,500 characters)**

**6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.**

Making Waves Academy has invested in professional development for our faculty. Our leadership is trained on coaching cycles and data driven instruction by our Achievement Network Coach. Our math teachers have a dynamic math coach that has supported our instructional vision. Additionally, we have a consistent practice for looking at curriculum to ensure relevancy and standards alignment. We have adopted standards aligned curriculum for all subject areas. We look forward to onboarding a math curriculum in our Upper School that supports the inquiry approach that we have adopted in our Middle School in the next two years.

**Parent and Family Engagement (LCFF Priority 3)**

This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below -

1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of data, identify the number which best indicates the LEA's current stage of implementation for each practice using the following rating scale (lowest to highest):
  - 1 - Exploration and Research Phase
  - 2 - Beginning Development
  - 3 - Initial Implementation
  - 4 - Full Implementation
  - 5 - Full Implementation and Sustainability
4. Write a brief response to the prompts following each of the three sections.
5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

**Building Relationships**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Building Relationships	1	2	3	4	5
1. Rate the LEA's progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.				4	
2. Rate the LEA's progress in creating welcoming environments for all families in the community.				4	

Building Relationships	1	2	3	4	5
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.				4	
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.				4	

**Dashboard Narrative Box (Limited to 3,000 characters)**

Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Strengths: We have a plethora of opportunities for our families to become involved in our community. We have communication tools like automated telephone messages and text messages and opportunities for our families to engage with each other and the school through "Chat and Chews", open forums and monthly Saturday family meetings. We have high family participation in our ELAC Committee and School Site Council.

Improvement: We are looking forward to implementing more authentic opportunities for families to engage with each other and provide feedback loops. We want to create a culture where all families feel supported and involved in our program. We look forward to engaging with our parent wave representatives on this topic.

**Building Partnerships for Student Outcomes**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Building Partnerships	1	2	3	4	5
1. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.				4	
2. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.				4	
3. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.				4	
4. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.				4	

**Dashboard Narrative Box (Limited to 3,000 characters)**

Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Strengths: The Director of Family Engagement and School Culture hosts professional development at the beginning of the school year to launch priorities for family engagement for the school year. Teachers frequently thought partner with administration on the best approach to support families. We host a number of relevant workshops for our

families and provide information on social-emotional well-being and rigorous instruction. We train wave representatives on advocacy practices and provide opportunities for feedback loops.

Improvement: We look forward to building out practices to support family wave representatives in their roles to partner in support of our students.

**Seeking Input for Decision Making**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Seeking Input	1	2	3	4	5
1. Rate the LEA’s progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.					5
2. Rate the LEA’s progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.					5
3. Rate the LEA’s progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.					5
4. Rate the LEA’s progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.				4	

**Dashboard Narrative Box (Limited to 3,000 characters)**

Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

Strengths: MWA’s School Site Council is very active and an established space for input on our plans. Our School Site Council reviews and provides input on our LCAP, SPSA as well as our ELD, Intervention, SPED and GATE program. We value the partnership between the School Site Council as a critical body that informs decisions.

Improvement: Within the year of remote learning, we hosted a number of engagement events for families, however put a pause on a number of key in person events. Upon return to onsite learning, we look forward to engaging all stakeholders in planning for onsite events.

## School Climate (LCFF Priority 6)

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6–8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions has, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

At Making Waves Academy, we implement culture and climate surveys once a semester. The surveys are intended to get a pulse check on the student experience and inform our approach. Please see highlights below as well as our next steps:

### Data:

- **RIGOROUS INSTRUCTION:** More than 75% Wave-Makers believe that MWA is providing a rigorous instruction that includes high academic/behavior expectations, academic challenge, and teachers not only encourage/support but adjust to how they learn best. 80% of Wave-Makers Academy-wide agree or strongly agree that they "feel supported to be successful in school." 69% of Wave-Makers are worried/very worried about "Getting Good Grades."
- **SEL WELL BEING & STUDENT SUPPORT:** More than 60% of Wave-Makers feel that MWA facilitates an environment where they feel safe, can be themselves, celebrated/praised, feel valued/important and supported to address and resolve harm. 70% of Wave-Makers Academy-wide agree or strongly agree that "when they cause harm, teachers/deans help them to make things right. 66% of Wave-Makers Academy-wide agree or strongly agree that "when they are harmed teachers/deans help them to address and resolve the issue." 42% of Wave-Makers are worried/very worried about "Not being able to be with classmates during distance learning."
- **DIVERSITY & INCLUSION:** Over 75% Wave-Makers believe that their teachers and staff treat them fairly and make them feel like they belong.
- **MISSION ALIGNMENT:** Over 75% Wave-Makers believe that MWA is preparing them to be successful in college & beyond, will help them achieve their life dream.
- **SAFETY & SUPPORT:** While only around 45% of Wave-Makers know what Restorative Justice/Practices is, over 65% of Wave-Makers believe their teachers/deans help them resolve issues and make things right. 38% of Wave-Makers are worried/very worried about "Conflict with other students/Bullying."

### Meaning:

We look at anything over 70 percent as a material strength. From this data, we believe that areas of instruction, mission alignment and diversity, equity and inclusion are strengths. We have more work to do in helping our students understand our approach to restorative justice and social-emotional well-being.

### Next Steps:

Follow up with Wave-Makers who answered questions that may identify they are in need of support.

Continue developing Advisory program to prioritize relationship building, peer engagement, connection and academic skill development.  
 Provide more alignment and training related to restorative practices, such as providing an academy-wide Restorative Practices Framework and roll out.  
 Review culture and climate survey results with key academy divisions to help drive plans for next year.

## Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)
2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)
3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)
4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

- 1.) All students have access to standards aligned core classes. Our courses are A-G aligned and we work with our Upper School students directly to ensure that they are on a track to complete all A-G requirements. We use PowerSchool to track course offerings for all of our students. Our students with disabilities are closely monitored by our Director of Special Education and our English Language Learners are monitored by our ELD Coordinator.
- 2.) Our systems are strong and our students are currently enrolled in A-G approved courses. We are working to build out CTE pathways for our students.
- 3.) As we return from distance learning, we have work to do to ensure that all students are on track to passing all of their required courses. We believe that our approach to credit recovery is strong and will support us in meeting this goal.
- 4.) We look forward to onboarding more teachers to support smaller class sizes, further building out our intervention program and offering strategic small group enrichment opportunities.

## Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)



**Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]	[No response required]	[No response required]	[No response required]	[No response required]
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

**Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)**

**Assess the degree of implementation of coordinated service program components for foster youth in your county.**

Rating Scale (lowest to highest) -

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					



Coordinating Services	1	2	3	4	5
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					
8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.					

# Coversheet

## Board Minutes: May 6th, 2021 Board Meeting

**Section:** IV. Action Items  
**Item:** A. Board Minutes: May 6th, 2021 Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for May Board Meeting on May 6, 2021

APPROVED



## Making Waves Academy

### Minutes

#### May Board Meeting

---

#### Date and Time

Thursday May 6, 2021 at 4:00 PM

#### Location

<https://mwacademy.zoom.us/j/82073001978?pwd=Nk1kUDFPM1ZqRklqdlpqMFFQWEFIUT09>

Passcode: 512190

Or One tap mobile :

US: +16699006833,,82073001978#,,,,\*512190# or +12532158782,,82073001978#,,,,\*512190#

Or Telephone:

Dial: 1 669 900 6833

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**Elizabeth Martinez at [emartinez@mwacademy.org](mailto: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

---

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- 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.
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  - *During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.*
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*discapacidad, comuníquese con:*

Elizabeth Martinez at [emartinez@mwacademy.org](mailto:emartinez@mwacademy.org) or 510-227-9856.

**Please note that all agenda times are estimates.**

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### **Directors Present**

Alicia Klein (remote), Burak Gursel (remote), Carlos-Manuel Chavarria, Esther Hugo (remote), Janis Glover (remote), Jessica Laughlin (remote), Layla Naranjo (remote), Margaret Watson (remote)

---

### **Directors Absent**

Maricela Navarro

### **Directors who arrived after the meeting opened**

Carlos-Manuel Chavarria

### **Guests Present**

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

---

## **I. Opening Items**

### **A. Call the Meeting to Order**

### **B. Record Attendance**

### **C. Closed Session**

Closed session adjourned and no action was taken.  
Carlos-Manuel Chavarria arrived at 4:20 PM.

### **D. Public Comment**

General public comments were made along with comments on the following items:

- Senior School Director Board Report
- Committee Updates
- LCAP Public Hearing
- SPSA
- ELO Grant

## **II. Standing Reports**

### **A. Compliance to Excellence: Remarks by Board President**

Board President discussed innovation at MWA and introduced the Board Self-Assessment.

### **B. Mission Connection: Reflections from the 18th Wave (Seniors)**

Board viewed videos from seniors and engaged in discussion with students on their post-MWA plans.

### **C. Deep Dive: Student Progress During Distance Learning**

Board engaged in discussion with Senior Director of Academic Instruction, Caitlin Shelburne, and the Director of Academic Support Services, Micah Stilwell on the data and summary of MWA's approach to assessing student learning during remote instruction, including identifying bright spots and addressing loss/unfinished learning.

**D. ASB Update**

ASB leaders engaged in a discussion with the board on successes, challenges, and priorities as well as end-of-year planning.

**E. Senior School Director Written Report**

Board asked questions regarding the Senior School Director report which highlighted Summer School, State Testing, and Stakeholder Engagement.

**F. CEO Report**

Board asked questions regarding the CEO report which highlighted key initiatives to end the current year and planning for the next year.

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

Chief of Staff, Elizabeth Martinez, was not present, board members are to send their questions on the report directly to the Chief of Staff.

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

Board members engaged in questions about the CFO report. Specifically, a suggestion was made to explore ways to increase participation in MWA's 403B savings program.

**I. School Site Council (SSC) Update**

SSC President, Latiphony Wells, provided an update on the latest SSC Meeting including stakeholder engagement with the LCAP.

**III. Non-Action Items**

**A. Board Fellows Update, Final Project Presentation**

Berkeley Board Fellows presented their final report on increasing innovation at MWA. Board and staff shared appreciations for the Berkeley Board Fellows and their work with MWA.

**B. Committee and Advisory Committee Updates**

- Curriculum Advisory Committee Meeting update will be provided during the June Board Meeting

- Diversity, Equity and Inclusion: the committee has shifted to model after the Curriculum Advisory Committee. The committee was able to meet and get an update on the work that has taken place this academic year.

### **C. Standing School Reopening Update**

- Agenda item to be updated to "Return to On-Site Learning"
- Sports activity continues to increase on campus
- Small groups of employees are working from campus during this stage

### **D. Graduation Planning Update**

Senior School Director provided an update on the drive-through graduation. The plan was formulated with input from the Associated Student Body leaders and the Student Activities Coordinator.

### **E. LCAP Public Hearing Announcement**

Public notice of a public hearing for MWA's LCAP set to happen on May 13, 2021 at 6:30 PM during a School Site Council meeting.

## **IV. Action Items**

### **A. Board Minutes: March 11, 2021 Board Meeting**

Burak Gursel made a motion to approve the minutes from March Board Meeting on 03-11-21.

Esther Hugo seconded the motion.

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

#### **Roll Call**

Layla Naranjo	Aye
Burak Gursel	Aye
Alicia Klein	Aye
Jessica Laughlin	Aye
Janis Glover	Aye
Margaret Watson	Aye
Carlos-Manuel Chavarria	Aye
Esther Hugo	Aye
Maricela Navarro	Absent

### **B. Accept Minutes for Committees and Advisory Committees**

### **C. Curriculum Review Advisory Committee Minutes**

Alicia Klein made a motion to approve the minutes from Curriculum Review Advisory Committee on 04-29-21.

Esther Hugo seconded the motion.

Corrections:

- item 2B
- item 2D

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

**Roll Call**

Janis Glover	Aye
Alicia Klein	Aye
Burak Gursel	Aye
Maricela Navarro	Absent
Jessica Laughlin	Aye
Margaret Watson	Aye
Esther Hugo	Aye
Layla Naranjo	Aye
Carlos-Manuel Chavarria	Aye

**D. Diversity, Equity and Inclusion Advisory Committee Minutes**

Jessica Laughlin made a motion to approve the minutes from Diversity, Equity and Inclusion Advisory Committee on 03-31-21.

Burak Gursel seconded the motion.

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

**Roll Call**

Janis Glover	Aye
Margaret Watson	Aye
Layla Naranjo	Aye
Maricela Navarro	Absent
Alicia Klein	Aye
Carlos-Manuel Chavarria	Aye
Jessica Laughlin	Aye
Burak Gursel	Aye
Esther Hugo	Aye

**E. Single Plan for Student Achievement Adoption (SPSA)**

Due to the number of corrections that need to be made, this item is not ready for it to be voted on; it will be brought back to the board during the June Board Meeting.

**F. Employee Handbook (2021-2022)**

Burak Gursel made a motion to approve the Employee Handbook.

Layla Naranjo seconded the motion.

Correction:

- update table of contents



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

**Roll Call**

Maricela Navarro	Absent
Margaret Watson	Aye
Alicia Klein	Aye
Burak Gursel	Aye
Carlos-Manuel Chavarria	Aye
Jessica Laughlin	Aye
Layla Naranjo	Aye
Janis Glover	Aye
Esther Hugo	Aye

**G. Making Waves Foundation School Rental Agreement 2021-22**

Esther Hugo made a motion to approve Making Waves Foundation School Rental Agreement 2021-22.

Carlos-Manuel Chavarria seconded the motion.

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

**Roll Call**

Jessica Laughlin	Aye
Maricela Navarro	Absent
Janis Glover	Aye
Esther Hugo	Aye
Alicia Klein	Abstain
Burak Gursel	Aye
Layla Naranjo	Aye
Carlos-Manuel Chavarria	Aye
Margaret Watson	Aye

**H. Bank Signer Resolution for Wallace Wei**

Jessica Laughlin made a motion to authorize Wallace Wei as a Bank Signer for MWA.

Margaret Watson seconded the motion.

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

**Roll Call**

Alicia Klein	Aye
Jessica Laughlin	Aye
Carlos-Manuel Chavarria	Aye
Esther Hugo	Aye
Margaret Watson	Aye
Layla Naranjo	Aye
Janis Glover	Aye
Maricela Navarro	Absent
Burak Gursel	Aye

**I.**

**Vendor invoices (January 2021 to March 2021)**

Burak Gursel made a motion to approve Vendor invoices (January 2021 to March 2021).  
Margaret Watson seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Layla Naranjo	Aye
Janis Glover	Aye
Carlos-Manuel Chavarria	Aye
Alicia Klein	Aye
Esther Hugo	Aye
Maricela Navarro	Absent
Margaret Watson	Aye
Jessica Laughlin	Aye
Burak Gursel	Aye

**J. Extended Learning Opportunity Grant**

Esther Hugo made a motion to approve the plan for the Extended Learning Opportunity Grant.  
Carlos-Manuel Chavarria seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Layla Naranjo	Aye
Burak Gursel	Aye
Margaret Watson	Aye
Esther Hugo	Aye
Alicia Klein	Aye
Jessica Laughlin	Aye
Maricela Navarro	Absent
Janis Glover	Aye
Carlos-Manuel Chavarria	Aye

**V. Consent Action Items**

**A. Vote on Consent Items**

Janis Glover made a motion to approve the consent items.  
Carlos-Manuel Chavarria seconded the motion.  
The board **VOTED** to approve the motion.

**Roll Call**

Layla Naranjo	Aye
Alicia Klein	Aye
Janis Glover	Aye
Margaret Watson	Aye
Burak Gursel	Aye

**Roll Call**

Carlos-Manuel Chavarria	Aye
Esther Hugo	Aye
Maricela Navarro	Absent
Jessica Laughlin	Aye

**B. BoardOnTrack Renewal**

**C. 2021-22 Catastrophic Student Accident Insurance - Gallagher**

**D. SchoolMint Renewal**

**E. OKTA Renewal**

**F. Altura Renewal**

**G. Kronos Renewal**

**H. SolarWinds Renewal**

**I. Revised Student Acceptable Use Policy**

**VI. Discussion Items**

**A. Appreciations by the Board of Directors**

Board shared appreciations for MWA teachers and staff for their efforts to have continuity of learning. Board also shared appreciations for MWA students and their perseverance during a challenging year.

**VII. Closing Items**

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

Upcoming School Events

- Middle School Promotion, Thursday, June 10th, 5:00-7:30 PM
- Upper School Graduation, Friday, June 11th, 6:00-7:30 PM

Remaining Regular Board Meeting Schedule for 2020-2021

- June 17, 2021, 10:30 AM-2:30 PM

**B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:37 PM.

Respectfully Submitted,  
Ashley Yarbrough

# Coversheet

## Accept Minutes for Committees and Advisory Committees

**Section:** IV. Action Items  
**Item:** B. Accept Minutes for Committees and Advisory Committees  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
2021\_05\_13\_finance\_advisory\_committee\_minutes.pdf  
2021\_06\_03\_special\_diversity\_\_equity\_and\_inclusion\_advisory\_committee\_minutes.pdf

DRAFT



# Making Waves Academy

## Minutes

### Finance Advisory Committee

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#### Date and Time

Thursday May 13, 2021 at 10:30 AM

#### Location

[https://mwacademy.zoom.us/j/82819630598?](https://mwacademy.zoom.us/j/82819630598?pwd=cFFKREN0dnFQZnYxTEFOdnVBb2hkZz09)

[pwd=cFFKREN0dnFQZnYxTEFOdnVBb2hkZz09](https://mwacademy.zoom.us/j/82819630598?pwd=cFFKREN0dnFQZnYxTEFOdnVBb2hkZz09)

Passcode: 131063

Or One tap mobile :

US: +16699006833,,82819630598#,,,,\*131063# or

+12532158782,,82819630598#,,,,\*131063#

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Dial +1 669 900 6833

Webinar ID: 828 1963 0598

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Elizabeth Martinez at [emartinez@mwacademy.org](mailto: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 meeting via teleconference.

#### Public Comment

The public may address the committee 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 one minute each**, or a total of five minutes for all speakers.
-

**Speakers should submit a request to speak before 9:00 AM on the day of the meeting.**

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- All submitted public comments will be read out loud during the meeting.

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---

**Committee Members Present**

Alicia Klein (remote), Alton B. Nelson Jr. (remote), Hung Mai (remote), Wallace Wei (remote)

**Committee Members Absent**

None

**Guests Present**

Elizabeth Martinez, Ken Blum (remote), Lori Crawford (remote), Patrick O'Donnell (remote), Sid Landman (remote)

---

**I. Opening Items**

**A. Call the Meeting to Order**

Alicia Klein called a meeting of the Finance Committee of Making Waves Academy to order on Thursday May 13, 2021 at 10:30 AM.

**B. Record Attendance and Guests**

**II. MWA Finance**

**A. MWA Staff Retention Strategy Possibilities**

- The CEO briefed the committee on the proposals of two potential staff benefit programs: Student Loan Repayment Program and The ARC Fertility Program.
- The committee expressed support of the concept for both programs and asked the CFO to follow up with more information prior to moving forward.

**B. MWA Fiscal Policies Review**

- The CFO briefed the committee on the revised fiscal control policies and shared a summary of key changes made to the current fiscal policies.
- The committee conditionally recommended the revised fiscal policies to the MWA Board for approval with the additional of clarifying language on segregation of duties and depositing of funds. The CFO will also prepare a chart of approvals.

### **C. COVID-19 Funding Summary**

- The CFO provided an overview of the various Covid-19 grants that MWA has received or is eligible for, and what MWA has spent on or plans to spend those funds.
- The committee requested that staff share an updated version of the summary that includes the Expanded Learning Opportunities (ELO) grant plan.

### **D. 2021-22 Original Budget**

- The CFO shared the key takeaways of the FY22 Original Budget (2nd Draft), and also highlighted the major changes from the FY22 Original Budget (1st Draft).
- The committee recommended the 2020-21 Original Budget (2nd Draft) to the MWA Board for approval.

## **III. Closing Items**

### **A. Public Comment**

No public comment was made.

### **B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 12:00 PM.

Respectfully Submitted,  
Wallace Wei



DRAFT



# Making Waves Academy

## Minutes

### Special Diversity, Equity and Inclusion Advisory Committee

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#### Date and Time

Thursday June 3, 2021 at 10:15 AM

#### Location

<https://mwacademy.zoom.us/j/88945562754?pwd=eU95VTJMQ2hORzNhVUUwRWF4WIBFdz09>

Passcode: 189159

Or One tap mobile :

US: [+16699006833](tel:+16699006833),,88945562754#,,,,\*189159# or

[+12532158782](tel:+12532158782),,88945562754#,,,,\*189159#

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

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International numbers available: <https://mwacademy.zoom.us/j/88945562754>

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Please note that all agenda times are estimates.

---

### **Committee Members Present**

Alton B. Nelson Jr. (remote), Jessica Laughlin (remote)

### **Committee Members Absent**

None

### **Guests Present**

Ashley Yarbrough (remote), Danilo Garcia (remote), Elizabeth Martinez (remote), Kassandre Harper-Cotton (remote), Michelle Chan (remote), Tiffany Hoang (Circle Up Education) (remote)

---

## **I. Opening Items**

### **A. Record Attendance and Guests**

### **B. Call the Meeting to Order**

Elizabeth Martinez called a meeting of the Diversity, Equity & Inclusion Advisory Committee of Making Waves Academy to order on Thursday Jun 3, 2021 at 10:15 AM.

## II. Committee Items

### A. Check In

Group answered a check-in question.

### B. Review Progress to Date

Facilitators shared progress made since the last meeting.

### C. Working Group Proposals Discussion

Working Group Facilitators shared proposals for each working group:

- Teaching and Learning
- Family and Community Engagement
- HR Operations and Staff Culture
- Student Culture and Climate

## III. Closing Items

### A. Prepare for Upcoming Board Meeting

E. Martinez to create a board update to be shared on Jun 17, 2021.

### B. Public Comment

No public comments were made.

### C. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 12:10 PM.

Respectfully Submitted,  
Elizabeth Martinez

# Coversheet

## Appointment of New Board Member

**Section:** IV. Action Items  
**Item:** C. Appointment of New Board Member  
**Purpose:** Vote  
**Submitted by:** Alicia Klein  
**Related Material:** Anabel\_Barron\_Resume\_06112021.pdf

### BACKGROUND:

Anabel Barron is an ideal candidate for the board who will bring a unique perspective. Ana is the parent of student in the 20th Wave as well as an educator in WCCUSD. A former teacher in that district, she currently serves as a case manager for high-needs students and has extensive experience in Special Education, both through her work and as the mother of an older child who was SpEd designated. A long-time parent leader at MWA, Ana is fully bilingual/bicultural and is herself a first generation college graduate. In the vetting process, board members noticed her enthusiasm for our mission and her commitment to MWA; she spoke about the strength of our approach and also opportunities for improvement, including sharing ideas on how to make our parent communication even stronger.

Ana went through our standard appointment process, including being recommended, interviewed by the CEO and board president, and vetted by two other board members.

### RECOMMENDATION:

Appoint Anabel Barron

# ANABEL BARRON

---

## OBJECTIVE

---

Advocate for children and education, Support student academic success and healthy development

---

## EXPERIENCE

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WCCUSD (West Contra Costa Unified School District)

School Case Manager | Present

- Establish a mechanism to communicate with parents
- Develop, monitor, evaluate a plan of action, including supportive care to enable students with support needs to overcome challenges and enhance engagement and outcomes
- Organization
- Assure compliance with procedural requirements
- Communicate and coordinate among home, school, and other agencies, regular and special education programs
- Facilitate placement
- Train classroom, staff, and schedule team meetings
- CARE(Coordination, Access, Resource, and Equity) team member that helps to identify and address the student's needs holistically and ensures that the overall system of support works together effectively

WCCUSD (West Contra Costa Unified School District) | 2001-2016

Long-term Substitute Teacher

- Teaching Kindergarten and 5<sup>th</sup>/6<sup>th</sup> grade prep at Stege Elementary

- Teaching throughout the District from K-12 grade.
- Teaching subjects in English, Math, Science, Us History, Special Ed.
- Prepare Objectives and Outlines for course study and assisted in developing curriculum.
- Prepared, administered, and corrected test: kept attendance and grade records.

---

## **EDUCATION**

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California State University, East Bay (2000)                      Hayward, California

BA in Psychology

AMS(American Montessori Society) Credential

MACTE(Montessori Accreditation Council for Teacher Education) Credential

# Coversheet

## Single Plan for Student Achievement Adoption (SPSA)

**Section:** IV. Action Items  
**Item:** D. Single Plan for Student Achievement Adoption (SPSA)  
**Purpose:** Vote  
**Submitted by:** Evangelia Ward-Jackson  
**Related Material:**  
a2020\_School\_Plan\_for\_Student\_Achievement\_Making\_Waves\_Academy\_20210609 (1).pdf

**RECOMMENDATION:**

We recommend that the Board approve the 2021 SPSA which will be filed along side out school's LCP as the replacement for LCAP during the 2020-21 school year.

School Year: **2020-21**

# School Plan for Student Achievement (SPSA) Template

Instructions and requirements for completing the SPSA template may be found in the SPSA Template Instructions.

School Name	County-District-School (CDS) Code	Schoolsite Council (SSC) Approval Date	Local Board Approval Date
Making Waves Academy	07100740114470	March 4th 2021	June 17th 2021

## Purpose and Description

Briefly describe the purpose of this plan (Select from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

Schoolwide Program

Briefly describe the school’s plan for effectively meeting the ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

Making Waves Academy (MWA) has written and Learning Continuity and Attendance Plan (LCP) that outline our approach to meeting all requirements listed in the ESSA. We administer two interim assessments, three diagnostics assessments and state assessments. We plan data cycles where teachers analyze the data, implement a re-teach and reflect on practice. Additionally, we have a schedule for finals, and formative assessments, which are delivered in all content areas.



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# Comprehensive Needs Assessment Components

## Data Analysis

Please refer to the School and Student Performance Data section where an analysis is provided.

## Surveys

This section provides a description of surveys (i.e., Student, Parent, Teacher) used during the school-year, and a summary of results from the survey(s).

Making Waves Academy (MWA) surveys students, families and teachers regularly to inform our program. Our most influential survey for students is the Culture and Climate Survey; we implement culture and climate surveys once a semester. The surveys are intended to get a pulse check on the student experience and inform our approach. Please see highlights below as well as our next steps:

### Data:

- **RIGOROUS INSTRUCTION:** More than 75% Wave-Makers believe that MWA is providing a rigorous instruction that includes high academic/behavior expectations, academic challenge, and teachers not only encourage/support but adjust to how they learn best.
- **Social-Emotional Learning (SEL) WELL BEING & STUDENT SUPPORT:** More than 60% of Wave-Makers feel that MWA facilitates an environment where they feel safe, can be themselves, celebrated/praised, feel valued/important and supported to address and resolve harm.
- **DIVERSITY & INCLUSION:** Over 75% Wave-Makers believe that their teachers and staff treat them fairly and make them feel like they belong.
- **MISSION ALIGNMENT:** Over 75% Wave-Makers believe that MWA is preparing them to be successful in college & beyond, will help them achieve their life dream.
- **SAFETY & SUPPORT:** While only around 45% of Wave-Makers know what Restorative Justice/Practices is, over 60% of Wave-Makers believe their teachers/deans help them resolve issues and make things right.

Teachers are surveyed on a number of topics but most regularly on staff satisfaction, program implementation and communication. Most recently, we surveyed teachers to learn about the strengths and challenges of remote testing. The data from this survey is captured and will be used to inform future planning.

Families have been surveyed on topics related to culture, onsite learning and topics for coffee talks to ensure relevancy of our work.

## Classroom Observations

This section provides a description of types and frequency of classroom observations conducted during the school-year and a summary of findings.

We observe classrooms on a weekly and bi-weekly basis. Classrooms have been hosted 100 percent virtually this year and we have created a list of virtual “look fors”. Teachers are working to provide engaging classrooms i.e. class discussions are vibrant, the chat feature is used and breakout rooms are a regular part of instruction. Although instruction is happening virtually, teachers use the same rigorous and board-approved curriculum.

## Analysis of Current Instructional Program

The following statements are derived from the Elementary and Secondary Education Act (ESEA) of 1965 and Essential Program Components (EPCs). In conjunction with the needs assessments, these categories may be used to discuss and develop critical findings that characterize current instructional practice for numerically significant subgroups as well as individual students who are:

- Not meeting performance goals
- Meeting performance goals
- Exceeding performance goals

Discussion of each of these statements should result in succinct and focused findings based on verifiable facts. Avoid vague or general descriptions. Each successive school plan should examine the status of these findings and note progress made. Special consideration should be given to any practices, policies, or procedures found to be noncompliant through ongoing monitoring of categorical programs.

## Standards, Assessment, and Accountability

Use of state and local assessments to modify instruction and improve student achievement (ESEA)

State and local assessments are used to modify instruction and improve student achievement. Local assessments include: ANet (Math and ELA Interim Assessments), IXL (Math Diagnostic) and formative curriculum assessments. State assessments include: STAR Reading (Administered 3 times per year), IABs (Administered 2 times a year) and the SBAC, CAST and AP exams.

Use of data to monitor student progress on curriculum-embedded assessments and modify instruction (EPC)

Teachers meet in content teams after each local assessment to review the data in the form of student work, reflect and re-teach as necessary. Built into this cycle is peer observations to observe teachers who teach with best practices.

## Staffing and Professional Development

Status of meeting requirements for highly qualified staff (ESEA)

All faculty receive professional development (PD) – two weeks before the start of instruction in August, four full-day PD sessions, and weekly two-hour PD sessions.

Sufficiency of credentialed teachers and teacher professional development (e.g., access to instructional materials training on SBE-adopted instructional materials) (EPC)

In alignment with regulations defined by the Commission on Teacher Credentialing (CTC), all educators employed at Making Waves Academy must hold a valid CA teacher credential, permit or waiver. As a result, the Human Resources Department remains committed to hiring educators that hold a teacher credential upon hire, as well as supporting presently employed educator's that require either credential, permit or waiver assistance throughout each school year. For CTC compliance, HR monitors the issuance of the following credential, permit or waiver types below until the educator reaches Clear credential status. In the event that an educator is unable to meet certain milestones towards earning a Clear credential, HR creates a teacher plan to align requirements that must be met for continued employment. Additionally, MWA hosts professional development every Friday, during all day Professional Development which is hosted 3 days per year and for two weeks in August. This professional development is vetted by multiple layers of leadership and the calendar is approved by our CEO yearly. Additionally, new curriculum is vetted through our Curriculum Review Advisory Committee of the board, which meets in the fall and in the spring. When vetting new curriculum, MWA starts with the list of SBE approved instructional materials and hosts internal and external training on materials

Alignment of staff development to content standards, assessed student performance, and professional needs (ESEA)

MWA teachers consistently receive professional development and coaching towards standards. This starts with the use of standards aligned instructional materials, by which, implementation is monitored via observations, pacing guides, unit plans, and coaching sessions.

Ongoing instructional assistance and support for teachers (e.g., use of content experts and instructional coaches) (EPC)

MWA has hired Content Leads and Grade Level Leads to coach and support teachers, Directors of Academic Instruction in the Humanities and Math Sciences to coach and evaluate teachers, a Director of Special Education and English Language Development Coordinator, who supports teachers in supporting the needs of their specific student groups, as well as a Director of Academic Support Services, who coaches teachers on best practices for intervention.

Teacher collaboration by grade level (kindergarten through grade eight [K–8]) and department (grades nine through twelve) (EPC)

Teachers collaborate in Grade Level teams and Content Teams bi-weekly. This collaboration includes looking at student work, planning from standards and learning new practices together.

## Teaching and Learning

Alignment of curriculum, instruction, and materials to content and performance standards (ESEA)

Curriculum and Materials: Making Waves has a comprehensive process to review and adopt standards aligned curriculum. We have standards aligned materials in all content areas that have approved standards. Most recently adopted and implemented a new math curriculum in the Middle School, which is aligned to standards and the aspects of rigor in the Common Core. Making Waves also implements the Teaching and Learning Cycle as a framework for professional development. This cycle starts with teachers analyzing standards and planning with curriculum. It continues with peer observations to ensure fidelity to standards and feedback on checks for understanding. We then assess our students, analyze the data together and plan a re-engagement lesson that facilitates learning in a different way. The cycle ends with a reflection on what was learned in order to carry the learnings forward to future planning.

Adherence to recommended instructional minutes for reading/language arts and mathematics (K–8) (EPC)

Making Waves Academy ensures compliance to instructional minutes by conducting an annual review/count and submitting the count to the MWA Board for approval.

Lesson pacing schedule (K–8) and master schedule flexibility for sufficient numbers of intervention courses (EPC)

In August, teachers create a pacing guide that schedules specific standards throughout the course of the year. These pacing guides are reviewed and approved by the Directors of Academic Instruction. Students are enrolled in Intervention classes that happen synchronously weekly, as well as English Language Development courses.

Availability of standards-based instructional materials appropriate to all student groups (ESEA)

All curriculum is standards aligned. We purchased new curriculum with the adoption of the CCSS, NGSS and ELD Standards. We look forward to purchasing new curriculum upon the approval of the new History Standards.

Use of SBE-adopted and standards-aligned instructional materials, including intervention materials, and for high school students, access to standards-aligned core courses (EPC)

MWA uses STAR and IXL to support our intervention courses as well as standards aligned instructional materials.

## Opportunity and Equal Educational Access

Services provided by the regular program that enable underperforming students to meet standards (ESEA)

Students performing below their expected level receive small group intervention classes, hosted by our interventionists. They also receive integrated and designated ELD support classes and all middle school students can opt into our after-school program for enrichment and tutoring.

## Evidence-based educational practices to raise student achievement

MWA's instructional practices have been adapted to support remote learning. MWA created an instructional engagement rubric that outlines expectations for engagement in the remote learning environment. In distance learning, our instructional best practices are: frequent use of the breakout room feature that is documented in our accountability trackers created via Google Docs, participation in the chat, multiple opportunities for whole class discussion and one-on-one breakouts with an interventionist or RSP teachers to support specific learning needs.

## Parental Engagement

Resources available from family, school, district, and community to assist under-achieving students (ESEA)

Families receive weekly phone calls from the school to share updates and information. Families have access to monthly parent meetings, which are hosted on Saturdays as well as weekday opt-in meetings that are offered by seminar topic and/or target groups. Additionally, parents have a portal on our website and receive frequent text messages with flyers and important information relevant to opportunities for their critical learners and for parental development.

Involvement of parents, community representatives, classroom teachers, other school personnel, and students in secondary schools, in the planning, implementation, and evaluation of ConApp programs (5 California Code of Regulations 3932)

We have parent wave (grade level) representatives, an active School Site Council (SSC), English Learner Advisory Committee (ELAC), Black/African American Parent Advisory Committee (BAAPAC), as well as a Parent Council that engages frequently with executive and school board leadership. All of these parent leaders and platforms for parent engagement participate in sharing feedback and evaluating our ConApp programs.

## Funding

Services provided by categorical funds that enable underperforming students to meet standards (ESEA)

Below are some of the strategies/activities of the school plan:

- Ongoing Professional Development for staff
- Coaching cycles with an assessment advocate, academic coach, and administration
- Academic and Behavioral Counseling
- Tier 1, 2, and 3 interventions and supports

## Fiscal support (EPC)

Categorical and general funds are used appropriately to support the core programs at Making Waves Academy and to support meeting the school's goals as stated in the Single Plan for Student Achievement.

## Stakeholder Involvement

How, when, and with whom did the school consult as part of the planning process for this SPSA/Annual Review and Update?

### Involvement Process for the SPSA and Annual Review and Update

The SPSA was written with the collaboration of all key areas of the school: Academic Instruction, Operations, Holistic Support Department and Academic Support Services Department. SPSA education presentations and a stakeholder engagement workshop was hosted by the SSC. Parents, Students, Teachers and Staff were involved in the engagement event. The SPSA was reviewed and recommended to the Board by the SSC on April 22nd, 2021, and the Board reviewed and provided feedback on the SPSA on May 6th, 2021. The SPSA is set to be approved by the Board at the June 17, 2021 Board meeting.

## Resource Inequities

Briefly identify and describe any resource inequities identified as a result of the required needs assessment, as applicable.

N/A



# School and Student Performance Data

## Student Enrollment Enrollment By Student Group

Student Enrollment by Subgroup						
Student Group	Percent of Enrollment			Number of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
American Indian	0.13%	0.21%	0.29%	1	2	3
African American	7.30%	7.87%	7.93%	58	74	81
Asian	1.13%	1.6%	2.45%	9	15	25
Filipino	0.13%	0.11%	0.1%	1	1	1
Hispanic/Latino	89.18%	85.74%	86.19%	709	806	880
Pacific Islander	0.13%	0.43%	0.1%	1	4	1
White	0.50%	0.96%	0.78%	4	9	8
Multiple/No Response	1.38%	1.91%	2.15%	11	18	0
<b>Total Enrollment</b>				795	940	1,021

## Student Enrollment Enrollment By Grade Level

Student Enrollment by Grade Level			
Grade	Number of Students		
	17-18	18-19	19-20
Grade 5	112	168	166
Grade 6	112	167	167
Grade 7	110	112	170
Grade 8	110	112	112
Grade 9	113	104	112
Grade 10	87	107	101
Grade 11	80	87	106
Grade 12	71	83	87
<b>Total Enrollment</b>	795	940	1,021

### Conclusions based on this data:

- Overall student enrollment has increased over the past three years due to our expansion in enrollment by grade level which increased from 112 to 168 starting with 5th and 6th grade. This expansion was approved through a material revision of our charter in January 2018.
- We have seen an increase in diversity of enrollment as a result of strategic recruitment efforts.

# School and Student Performance Data

## Student Enrollment English Learner (EL) Enrollment

English Learner (EL) Enrollment						
Student Group	Number of Students			Percent of Students		
	17-18	18-19	19-20	17-18	18-19	19-20
English Learners	155	216	246	19.5%	23.0%	24.1%
Fluent English Proficient (FEP)	535	581	600	67.3%	61.8%	58.8%
Reclassified Fluent English Proficient (RFEP)	87	24	28	44.8%	15.5%	13.0%

**Conclusions based on this data:**

1. As Making Waves admits more students, we serving higher numbers of English Learners.
2. The decrease in the number of Reclassified (RFEP) students correlates with the rigorous shift in the school's reclassification criteria.

# School and Student Performance Data

## CAASPP Results English Language Arts/Literacy (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	112	111	167	112	111	167	112	111	167	100	100	100
Grade 6	112	112	170	112	111	169	112	111	169	100	99.1	99.4
Grade 7	112	110	111	112	110	111	112	110	111	100	100	100
Grade 8	113	108	112	113	108	112	113	108	112	100	100	100
Grade 11	68	80	87	68	80	87	68	80	87	100	100	100
All	517	521	647	517	520	646	517	520	646	100	99.8	99.8

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability

Overall Achievement for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	2452.	2481.	2477.	6.25	9.91	11.98	21.43	33.33	29.34	19.64	21.62	24.55	52.68	35.14	34.13
Grade 6	2492.	2489.	2515.	8.04	5.41	13.61	29.46	27.03	28.40	24.11	31.53	31.95	38.39	36.04	26.04
Grade 7	2532.	2558.	2548.	8.93	13.64	9.01	32.14	38.18	40.54	29.46	30.00	28.83	29.46	18.18	21.62
Grade 8	2566.	2539.	2573.	12.39	5.56	15.18	37.17	26.85	39.29	28.32	40.74	24.11	22.12	26.85	21.43
Grade 11	2648.	2629.	2651.	33.82	31.25	39.08	45.59	37.50	39.08	17.65	25.00	16.09	2.94	6.25	5.75
All Grades	N/A	N/A	N/A	12.19	12.12	16.10	32.11	32.31	34.06	24.37	30.00	26.01	31.33	25.58	23.84

Reading Demonstrating understanding of literary and non-fictional texts									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	8.04	12.61	14.97	42.86	48.65	46.71	49.11	38.74	38.32
Grade 6	14.29	10.81	14.20	43.75	42.34	43.79	41.96	46.85	42.01
Grade 7	10.71	13.64	11.71	50.89	56.36	54.05	38.39	30.00	34.23
Grade 8	22.12	12.04	21.43	46.90	37.96	53.57	30.97	50.00	25.00
Grade 11	45.59	36.25	36.78	45.59	51.25	48.28	8.82	12.50	14.94
All Grades	17.99	15.96	18.27	46.03	47.12	48.61	35.98	36.92	33.13

Writing Producing clear and purposeful writing									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	13.39	18.92	18.56	50.89	54.05	50.30	35.71	27.03	31.14
Grade 6	11.61	9.91	21.30	46.43	54.95	62.13	41.96	35.14	16.57
Grade 7	23.21	32.73	27.03	52.68	52.73	63.06	24.11	14.55	9.91
Grade 8	27.43	14.81	27.68	51.33	60.19	62.50	21.24	25.00	9.82
Grade 11	54.41	38.75	60.92	38.24	51.25	36.78	7.35	10.00	2.30
All Grades	23.60	22.12	28.02	48.74	54.81	55.88	27.66	23.08	16.10

Listening Demonstrating effective communication skills									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	8.04	8.11	10.18	55.36	71.17	66.47	36.61	20.72	23.35
Grade 6	9.82	9.01	13.61	60.71	59.46	66.27	29.46	31.53	20.12
Grade 7	6.25	7.27	9.01	64.29	61.82	69.37	29.46	30.91	21.62
Grade 8	13.27	10.19	12.50	69.03	69.44	68.75	17.70	20.37	18.75
Grade 11	33.82	30.00	33.33	57.35	60.00	62.07	8.82	10.00	4.60
All Grades	12.57	11.92	14.40	61.70	64.62	66.72	25.73	23.46	18.89

Research/Inquiry Investigating, analyzing, and presenting information									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	12.50	21.62	18.56	41.96	47.75	52.10	45.54	30.63	29.34
Grade 6	20.54	18.02	20.71	45.54	55.86	52.07	33.93	26.13	27.22
Grade 7	23.21	44.55	24.32	53.57	46.36	52.25	23.21	9.09	23.42
Grade 8	23.01	20.37	25.89	61.06	61.11	51.79	15.93	18.52	22.32
Grade 11	54.41	47.50	50.57	41.18	45.00	39.08	4.41	7.50	10.34
All Grades	24.37	29.42	25.70	49.32	51.54	50.31	26.31	19.04	23.99

**Conclusions based on this data:**

- Making Waves Academy has a large pool of ELA data to analyze based on participation levels over the years: Assessment participation has been strong (99-100%) between 2016 to 2019, even with a significant increase in enrollment in 5th and 6th-grade classes during the 2018-2019 school year. The overall mean scale score ranges for grades 5th-12th are within the grade level ranges for the following academic years: 2016-2017, 2017-2018, and 2018-2019. However, they are largely stagnant, demonstrating little growth in the four assessment claims over the course of our eight-year program.

Multi-year performance from 2016-2018, cumulatively, there was a 4.09% increase in students who exceeded the standard on the CAASPP, a 1.95 % increase in students who met the standard, a 1.64% increase in students who nearly met the standard, and a 7.49% decrease in students who did not meet the standard.
- Analysis of growth in ELA:

- a. 5th-grade data consistently shows multi-year growth in students performing above standard and consistent multi-year decreases, 10.79%, in students performing below standard.
- b. Upper school reading data shows an increase in students performing below standard.
- c. Longitudinally, specific cohorts experienced growth each year. Ongoing instructional coaching that following the teaching and learning cycle would be integral to identifying gaps in instruction and sharing best practices.
- d. In 2017-2018, all grades (except for 7th grade) showed an increase in students performing above standard which can be attributed to increased fidelity to literacy initiatives and partnerships. This data reveals a need for structured, foundational reading support outside of Tier 1 scaffolds, modifications, accommodations, and instructional supports geared for elementary, middle school, secondary, and adult readers.
- e. If data is analyzed by student group and academic year, each year the percentage of students 'below standard' has decreased, but not significantly.

3. Analysis of areas of strength in ELA:
  - a. Writing, listening and research/inquiry skills are consistently stronger than reading skills for all students assessed, with over 50% of students 'At or Near Standard' in 2018-2019.
  - b. Grade 11 (assessments were taken by 9th-12th grade students) demonstrated especially strong skills in listening and communication with over 80% of students scoring above or At or Near Standard.
  - c. Similarly, over 75% of students were above or At or Near Standard for Research/Inquiry.
  - d. Over half of students in 5th-8th grade performed 'At or Near Standard', but were almost evenly distributed between above and below standard.

# School and Student Performance Data

## CAASPP Results Mathematics (All Students)

Overall Participation for All Students												
Grade Level	# of Students Enrolled			# of Students Tested			# of Students with			% of Enrolled Students		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	112	111	167	112	111	167	112	111	167	100	100	100
Grade 6	112	112	170	112	111	169	112	111	169	100	99.1	99.4
Grade 7	112	110	111	112	110	111	112	110	111	100	100	100
Grade 8	113	108	112	113	108	112	113	108	112	100	100	100
Grade 11	68	80	87	68	80	87	68	80	87	100	100	100
All	517	521	647	517	520	646	517	520	646	100	99.8	99.8

\* The “% of Enrolled Students Tested” showing in this table is not the same as “Participation Rate” for federal accountability purposes.

Overall Achievement - for All Students															
Grade Level	Mean Scale Score			% Standard			% Standard Met			% Standard Nearly			% Standard Not		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	2435.	2471.	2457.	5.36	14.41	4.79	4.46	12.61	12.57	24.11	26.13	37.13	66.07	46.85	45.51
Grade 6	2468.	2470.	2493.	6.25	3.60	10.06	8.93	9.01	18.34	38.39	41.44	30.18	46.43	45.95	41.42
Grade 7	2495.	2540.	2491.	4.46	15.45	5.41	16.07	23.64	12.61	32.14	31.82	36.94	47.32	29.09	45.05
Grade 8	2517.	2488.	2526.	11.50	6.48	17.86	13.27	9.26	13.39	26.55	25.93	19.64	48.67	58.33	49.11
Grade 11	2605.	2586.	2599.	5.88	11.25	19.54	38.24	22.50	20.69	35.29	25.00	26.44	20.59	41.25	33.33
All Grades	N/A	N/A	N/A	6.77	10.19	10.53	14.31	15.00	15.33	30.95	30.38	30.80	47.97	44.42	43.34

Concepts & Procedures Applying mathematical concepts and procedures									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	5.36	18.02	8.38	12.50	24.32	32.34	82.14	57.66	59.28
Grade 6	8.11	7.21	13.61	34.23	27.03	36.09	57.66	65.77	50.30
Grade 7	7.14	29.09	8.11	33.93	28.18	27.93	58.93	42.73	63.96
Grade 8	13.27	7.41	19.64	32.74	24.07	23.21	53.98	68.52	57.14
Grade 11	19.12	21.25	29.89	50.00	35.00	22.99	30.88	43.75	47.13
All Grades	9.88	16.35	14.55	31.20	27.31	29.72	58.91	56.35	55.73

<b>Problem Solving &amp; Modeling/Data Analysis</b>									
<b>Using appropriate tools and strategies to solve real world and mathematical problems</b>									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	7.14	11.71	5.39	30.36	39.64	45.51	62.50	48.65	49.10
Grade 6	8.93	3.60	10.65	33.04	44.14	43.20	58.04	52.25	46.15
Grade 7	5.36	14.55	11.71	53.57	50.91	43.24	41.07	34.55	45.05
Grade 8	15.93	7.41	21.43	38.05	44.44	36.61	46.02	48.15	41.96
Grade 11	14.71	18.75	22.99	64.71	47.50	52.87	20.59	33.75	24.14
All Grades	10.06	10.77	13.00	42.17	45.19	43.96	47.78	44.04	43.03

<b>Communicating Reasoning</b>									
<b>Demonstrating ability to support mathematical conclusions</b>									
Grade Level	% Above Standard			% At or Near Standard			% Below Standard		
	16-17	17-18	18-19	16-17	17-18	18-19	16-17	17-18	18-19
Grade 5	4.46	10.81	5.39	32.14	51.35	44.31	63.39	37.84	50.30
Grade 6	8.93	7.21	15.38	34.82	46.85	43.20	56.25	45.95	41.42
Grade 7	8.04	17.27	7.21	52.68	63.64	60.36	39.29	19.09	32.43
Grade 8	14.16	7.41	22.32	53.98	43.52	38.39	31.86	49.07	39.29
Grade 11	16.18	16.25	22.99	75.00	65.00	45.98	8.82	18.75	31.03
All Grades	9.86	11.54	13.62	47.58	53.46	45.98	42.55	35.00	40.40

**Conclusions based on this data:**

1. Assessment participation provides a wide pool of data for math to analyze:
  - a. Assessment participation has been strong (99.1-100%) between 2016 to 2019, even with a significant increase in enrollment in 5th and 6th-grade classes during the 2018-2019 school year.
  - b. Multi-year performance from 2016 to 2018 on the Math CAASPP assessment, cumulatively, there was a 3.76% increase in students who exceeded the standard, a 1.03 % increase in students who met the standard, a 0.15% decrease in students who nearly met the standard and a 4.63% decrease in students who did not meet the standard.
2. Concepts and procedures is consistently the strongest claim regarding % above standard performance, but the lowest regarding % below standard. This data reveals a need for structured, foundational math support that is targeted towards helping students apply mathematical concepts and procedures.
3. 5th and 7th grade student’s performance is the lowest in the % standard exceeded with regards to overall achievement as well as within each claim during the 2016-17 and 2018-19 academic years. However, both grades performed significantly better in the % standard exceeded relative to grades 6, 8, and 11 during the 2017-18 academic year. Ongoing instructional coaching that follows the teaching and learning cycle would be integral to identifying gaps in instruction and sharing best practices as it relates to the varied student success experienced.

# School and Student Performance Data

## ELPAC Results

ELPAC Summative Assessment Data Number of Students and Mean Scale Scores for All Students								
Grade Level	Overall		Oral Language		Written Language		Number of Students Tested	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
Grade 5	1529.3	1511.4	1532.1	1508.3	1525.9	1514.1	43	56
Grade 6	1513.8	1530.7	1513.8	1527.7	1513.3	1533.2	32	62
Grade 7	1546.5	1538.5	1543.8	1535.3	1548.6	1541.0	25	31
Grade 8	1546.8	1555.0	1538.3	1544.8	1554.9	1564.5	22	22
Grade 9	*	1592.5	*	1596.8	*	1587.6	*	20
Grade 10	*	*	*	*	*	*	*	8
Grade 11	*	*	*	*	*	*	*	*
Grade 12		*		*		*		*
All Grades							133	201

Overall Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
5	32.56	7.14	60.47	35.71	*	53.57		3.57	43	56
6	*	8.06	53.13	62.90	*	29.03	*	0.00	32	62
7	44.00	6.45	44.00	61.29	*	32.26		0.00	25	31
8	*	22.73	*	50.00	*	22.73		4.55	22	22
9	*	40.00	*	45.00	*	10.00		5.00	*	20
10	*	*	*	*		*		*	*	*
All Grades	30.83	14.93	51.13	50.25	15.79	32.84	*	1.99	133	201

Oral Language Percentage of Students at Each Performance Level for All Students										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
5	60.47	23.21	37.21	60.71	*	12.50		3.57	43	56
6	37.50	37.10	46.88	48.39	*	14.52	*	0.00	32	62
7	48.00	29.03	52.00	58.06		9.68		3.23	25	31
8	59.09	27.27	*	50.00	*	22.73		0.00	22	22
9	*	65.00	*	25.00	*	10.00		0.00	*	20
10	*	*	*	*		*		*	*	*
All Grades	51.88	35.32	41.35	50.25	*	12.94	*	1.49	133	201



<b>Written Language</b>										
<b>Percentage of Students at Each Performance Level for All Students</b>										
Grade Level	Level 4		Level 3		Level 2		Level 1		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
<b>5</b>	*	1.79	46.51	8.93	27.91	73.21	*	16.07	43	56
<b>6</b>		3.23	*	25.81	40.63	62.90	43.75	8.06	32	62
<b>7</b>	*	0.00	*	29.03	*	61.29	*	9.68	25	31
<b>8</b>	*	18.18	*	27.27	*	45.45	*	9.09	22	22
<b>9</b>		15.00	*	40.00	*	40.00	*	5.00	*	20
<b>10</b>	*	*	*	*		*		*	*	*
<b>All Grades</b>	18.80	5.97	30.83	23.88	30.08	60.20	20.30	9.95	133	201

<b>Listening Domain</b>									
<b>Percentage of Students by Domain Performance Level for All Students</b>									
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students		
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	
<b>5</b>	62.79	7.14	34.88	83.93	*	8.93	43	56	
<b>6</b>	*	17.74	68.75	72.58	*	9.68	32	62	
<b>7</b>	*	9.68	64.00	67.74	*	22.58	25	31	
<b>8</b>	*	18.18	50.00	59.09	*	22.73	22	22	
<b>9</b>	*	15.00	*	75.00		10.00	*	20	
<b>All Grades</b>	38.35	14.43	54.14	73.13	*	12.44	133	201	

<b>Speaking Domain</b>									
<b>Percentage of Students by Domain Performance Level for All Students</b>									
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students		
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19	
<b>5</b>	74.42	58.93	*	37.50	*	3.57	43	56	
<b>6</b>	68.75	54.84	*	43.55		1.61	32	62	
<b>7</b>	88.00	61.29	*	35.48		3.23	25	31	
<b>8</b>	90.91	63.64	*	36.36		0.00	22	22	
<b>9</b>	*	100.00	*	0.00		0.00	*	20	
<b>All Grades</b>	78.95	64.68	20.30	33.33	*	1.99	133	201	

Reading Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
5	*	8.93	60.47	66.07	*	25.00	43	56
6	*	4.84	*	45.16	81.25	50.00	32	62
7	*	0.00	*	58.06	48.00	41.94	25	31
8	*	22.73	*	45.45	*	31.82	22	22
9	*	20.00	*	75.00	*	5.00	*	20
<b>All Grades</b>	21.05	9.95	34.59	57.21	44.36	32.84	133	201

Writing Domain Percentage of Students by Domain Performance Level for All Students								
Grade Level	Well Developed		Somewhat/Moderately		Beginning		Total Number of Students	
	17-18	18-19	17-18	18-19	17-18	18-19	17-18	18-19
5	27.91	0.00	69.77	87.50	*	12.50	43	56
6	*	24.19	93.75	75.81		0.00	32	62
7	44.00	6.45	52.00	93.55	*	0.00	25	31
8	*	4.55	59.09	90.91		4.55	22	22
9	*	20.00	*	80.00		0.00	*	20
<b>All Grades</b>	27.82	11.94	70.68	84.08	*	3.98	133	201

**Conclusions based on this data:**

1. Most English Learners continue to be in either the 5th or 6th grade. The majority of English Learners reclassify by the 8th grade.
2. The Overall Language Performance Level half of the English Learners continue to score is Level 3. This demonstrated the consistent support of the English Language Development program.
3. The speaking and writing domains continue to be areas of strength for English Learners and the oral and reading domains continue to be areas of growth for English Learners.

# School and Student Performance Data

## Student Population

This section provides information about the school's student population.

2018-19 Student Population			
Total Enrollment	Socioeconomically Disadvantaged	English Learners	Foster Youth
<b>940</b>	<b>86.1</b>	<b>23.0</b>	<b>0.2</b>

This is the total number of students enrolled.

This is the percent of students who are eligible for free or reduced priced meals; or have parents/guardians who did not receive a high school diploma.

This is the percent of students who are learning to communicate effectively in English, typically requiring instruction in both the English Language and in their academic courses.

This is the percent of students whose well-being is the responsibility of a court.

2018-19 Enrollment for All Students/Student Group		
Student Group	Total	Percentage
English Learners	216	23.0
Foster Youth	2	0.2
Homeless	7	0.7
Socioeconomically Disadvantaged	809	86.1
Students with Disabilities	53	5.6

Enrollment by Race/Ethnicity		
Student Group	Total	Percentage
African American	74	7.9
American Indian	2	0.2
Asian	15	1.6
Filipino	1	0.1
Hispanic	806	85.7
Two or More Races	11	1.2
Pacific Islander	4	0.4
White	9	1.0







### Conclusions based on this data:

1. MWA is becoming a more diverse community.

# School and Student Performance Data

## Overall Performance

### 2019 Fall Dashboard Overall Performance for All Students

Academic Performance	Academic Engagement	Conditions & Climate
<b>English Language Arts</b>  Green	<b>Graduation Rate</b>  Blue	<b>Suspension Rate</b>  Yellow
<b>Mathematics</b>  Orange	<b>Chronic Absenteeism</b>  Yellow	
<b>College/Career</b>  Yellow		

### Conclusions based on this data:

1. Academic performance for 2019 showed solid to good achievement with strong English Language Arts performance and solid college and career outcomes, and an ongoing need to improve in math performance is evident.
2. For academic engagement, our graduation rate is excellent, which is all the more impressive as our graduation requirements are aligned with California’s “a-g” college admissions requirements for California’s public, four-year colleges and universities. This allows more of our graduates to pursue four-year college pathways after graduating from MWA. Chronic absenteeism is still an area for growth but we have seen overall significant reductions in this area.
3. For conditions and climate, our rates show improvement over past years with reductions in suspension rates, and we still have some room for improvement.

# School and Student Performance Data

## Academic Performance English Language Arts

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Performance for All Students/Student Group		
<p><b>All Students</b></p> <p>Green</p> <p>1.3 points below standard</p> <p>Increased ++9.5 points</p> <p>641</p>	<p><b>English Learners</b></p> <p>Yellow</p> <p>24.9 points below standard</p> <p>Increased ++9.8 points</p> <p>381</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>0 Students</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>9</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Green</p> <p>0.4 points above standard</p> <p>Increased ++11.3 points</p> <p>544</p>	<p><b>Students with Disabilities</b></p> <p>Red</p> <p>109 points below standard</p> <p>Declined Significantly -24.8 points</p> <p>39</p>

2019 Fall Dashboard English Language Arts Performance by Race/Ethnicity			
<p><b>African American</b></p>  <p>Orange</p> <p>37.6 points below standard</p> <p>Maintained ++0.1 points</p> <p>52</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>2</p>	<p><b>Asian</b></p>  <p>No Performance Color</p> <p>92.1 points above standard</p> <p>13</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>1</p>
<p><b>Hispanic</b></p>  <p>Green</p> <p>0.1 points above standard</p> <p>Increased ++9.9 points</p> <p>538</p>	<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>10</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>4</p>	<p><b>White</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>8</p>

This section provides a view of Student Assessment Results and other aspects of this school’s performance, specifically how well students are meeting grade-level standards on the English Language Arts assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard English Language Arts Data Comparisons for English Learners		
<p><b>Current English Learner</b></p> <p>74.9 points below standard</p> <p>Maintained ++1.9 points</p> <p>185</p>	<p><b>Reclassified English Learners</b></p> <p>22.3 points above standard</p> <p>Increased Significantly ++28.3 points</p> <p>196</p>	<p><b>English Only</b></p> <p>20.5 points below standard</p> <p>Increased ++7.4 points</p> <p>106</p>

**Conclusions based on this data:**

- Overall, the student population has seen growth from the previous year, but remains 1.3 points below standard. The significant performance increase of English Language Learners may be attributed to several factors: focused recruitment and family involvement in governing bodies such as School Site Council (SSC) and the English Learning Advisory Committee (ELAC). Education and advocacy have led to integrated literacy instruction, the implementation of Lexia for intensive grammar support, and purposeful collaboration between the Intervention Department and Special Education Department for students with dual language and learning needs. Data shows that students with special education designations are significantly below standard and continued to decrease from the previous year. Currently, students work in small groups with a trained Resource Specialist. However, the data points to the continued need for instructional coaching to improve the competencies of Tier I teachers around appropriate accommodations and modifications, more focused instruction time outside of pullout support, and scheduled asynchronous support (two to three 45-minute sessions per week).
- The data for African-American students shows no growth and remains almost 40 points below standard. In response to this trend, the Black Parent Advisory Committee will continue to focus on Black student subgroup performance and achievement. The Black African-American Student Achievement Initiative (BAASAI) will continue to expand its focus to instructional coaching with a focus on culturally sustaining pedagogy, professional development with the use of more literature and text written by Black authors, academic mentoring, providing free tickets to events such as the Black College fair in Oakland, and an overall focus on family and community engagement.

3. Students who were classified as 'Reclassified English Learners' outperformed 'Current English Learners' and monolingual students both in terms of distance to standard and improved performance from the previous year. Students who took English Language Development classes participated in intensive novel studies, explicitly practicing reading and writing skills, and meeting strict reading, writing, and summative assessment criteria prior to being reclassified. Additionally, students and intervention teachers are monitoring and analyzing academic progress and sharing information regarding. General education programming will implement similar progress monitoring benchmarks such as weekly formative assessments and school-wide use of interim assessment via the CAASPP platform

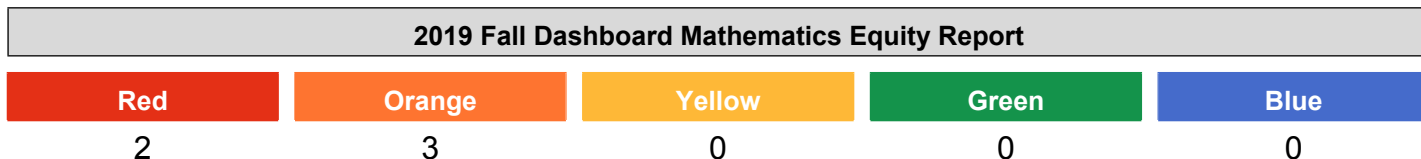
# School and Student Performance Data

## Academic Performance Mathematics

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides a view of Student Assessment Results and other aspects of this school's performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Performance for All Students/Student Group		
<p><b>All Students</b></p> <p>Orange</p> <p>61.6 points below standard</p> <p>Maintained ++0.4 points</p> <p>641</p>	<p><b>English Learners</b></p> <p>Orange</p> <p>79.2 points below standard</p> <p>Maintained ++2 points</p> <p>381</p>	<p><b>Foster Youth</b></p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>9</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Orange</p> <p>60.7 points below standard</p> <p>Maintained ++2 points</p> <p>544</p>	<p><b>Students with Disabilities</b></p> <p>Red</p> <p>153.1 points below standard</p> <p>Declined Significantly -16.3 points</p> <p>39</p>



2019 Fall Dashboard Mathematics Performance by Race/Ethnicity			
<p><b>African American</b></p>  <p>Red</p> <p>103.4 points below standard</p> <p>Declined -4.4 points</p> <p>52</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>2</p>	<p><b>Asian</b></p>  <p>No Performance Color</p> <p>41.7 points above standard</p> <p>13</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>1</p>
<p><b>Hispanic</b></p>  <p>Orange</p> <p>60.2 points below standard</p> <p>Maintained ++1.2 points</p> <p>538</p>	<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>10</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>4</p>	<p><b>White</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>8</p>

This section provides a view of Student Assessment Results and other aspects of this school’s performance, specifically how well students are meeting grade-level standards on the Mathematics assessment. This measure is based on student performance on the Smarter Balanced Summative Assessment, which is taken annually by students in grades 3–8 and grade 11.

2019 Fall Dashboard Mathematics Data Comparisons for English Learners		
<p><b>Current English Learner</b></p> <p>121.7 points below standard</p> <p>Maintained -0.5 points</p> <p>185</p>	<p><b>Reclassified English Learners</b></p> <p>39 points below standard</p> <p>Increased ++14.8 points</p> <p>196</p>	<p><b>English Only</b></p> <p>79.3 points below standard</p> <p>Maintained -2 points</p> <p>106</p>

**Conclusions based on this data:**

- Overall, the student population has seen growth from the previous year, but remains 61.6 points below standard. English Learners and Socioeconomically Disadvantaged student groups were able to increase their overall performance by 2 points which may be attributed to more targeted intervention services that are integrated into the core day as well as purposeful collaboration between math teachers and other disciplines. Data shows that students with special education designations are significantly below standard and continued to decrease from the previous year. The data highlights the continued need for instructional coaching to improve the competencies of Tier I teachers around appropriate accommodations and modifications, more focused instruction time outside of pullout support, and scheduled asynchronous support (two to three 45-minute sessions per week).
- The data for African-American students shows a decline of 4.4 points, further pushing the gap to 103.4 points below standard. In response to this trend, the Black African-American Student Achievement Initiative will continue to expand its focus to instructional coaching with a focus on culturally responsive pedagogy, professional development, academic mentoring, and an overall focus on family and community engagement.
- Students who are classified as 'Reclassified English Learners' outperformed 'Current English Learners' and 'English Only' students both in terms of distance to standard and improved performance from the previous year. Students who take English Language Development classes participate in intensive novel studies, explicitly practice reading and writing skills, and must meet strict reading, writing, and summative assessment criteria prior to being reclassified. Additionally, students and intervention teachers are monitoring and analyzing academic progress. General education

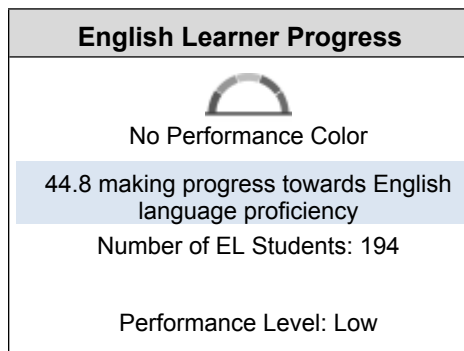
programming will implement similar progress monitoring benchmarks such as weekly formative assessments and school-wide use of interim assessments via the CAASPP platform.

# School and Student Performance Data

## Academic Performance English Learner Progress

This section provides a view of the percentage of current EL students making progress towards English language proficiency or maintaining the highest level.

### 2019 Fall Dashboard English Learner Progress Indicator



This section provides a view of the percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e, levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.

### 2019 Fall Dashboard Student English Language Acquisition Results

Decreased One ELPI Level	Maintained ELPI Level 1, 2L, 2H, 3L, or 3H	Maintained ELPI Level 4	Progressed At Least One ELPI Level
24.2	30.9	3.0	41.7

#### Conclusions based on this data:

1. Most English Learners progressed at least one ELPI level in 2019. This demonstrates most English Learners continue to make progress toward English language proficiency.
2. Currently, 44.8% of English Learners are making progress toward English language proficiency. As a result, the academy continues to prioritize English Language Development instructional strategies throughout all instruction.
3. English Learners who decreased one ELPI level or maintained an ELPI level 1-3 demonstrate the importance of ongoing English Language Development instruction for students and professional development for teachers.

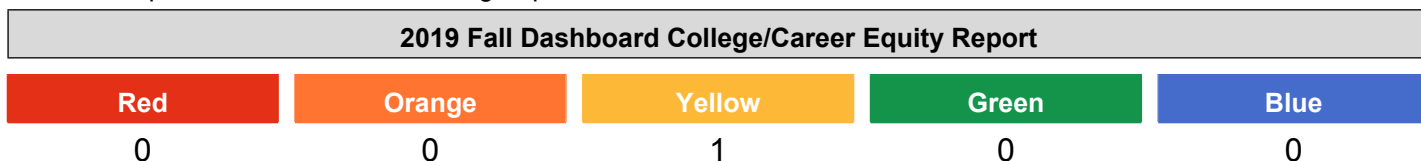
# School and Student Performance Data

## Academic Performance College/Career

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information on the percentage of high school graduates who are placed in the "Prepared" level on the College/Career Indicator.

2019 Fall Dashboard College/Career for All Students/Student Group		
<p><b>All Students</b></p> <p>Yellow</p> <p>60.8</p> <p>Declined -10.1</p> <p>79 Students</p>	<p><b>English Learners</b></p> <p>No Performance Color</p> <p>20.0</p> <p>Declined -48.8</p> <p>15 Students</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>0 Students</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>3 Students</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Yellow</p> <p>59.4</p> <p>Declined -11.2</p> <p>69 Students</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>5 Students</p>

2019 Fall Dashboard College/Career by Race/Ethnicity			
<p><b>African American</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>5 Students</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>0 Students</p>	<p><b>Asian</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>0 Students</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>0 Students</p>
<p><b>Hispanic</b></p>  <p>Yellow</p> <p>61.6</p> <p>Declined -10.9</p> <p>73 Students</p>	<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>0 Students</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>0 Students</p>	<p><b>White</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>0 Students</p>

This section provides a view of the percent of students per year that qualify as Not Prepared, Approaching Prepared, and Prepared.

2019 Fall Dashboard College/Career 3-Year Performance		
<p><b>Class of 2017</b></p> <p>70.8 Prepared</p> <p>23.6 Approaching Prepared</p> <p>5.6 Not Prepared</p>	<p><b>Class of 2018</b></p> <p>70.8 Prepared</p> <p>23.6 Approaching Prepared</p> <p>5.6 Not Prepared</p>	<p><b>Class of 2019</b></p> <p>60.8 Prepared</p> <p>38 Approaching Prepared</p> <p>1.3 Not Prepared</p>

**Conclusions based on this data:**

- In 2019, while Making Waves Academy increased the overall percentage of students identified as being either "prepared" or "approaching prepared" compared to the prior year, the percentage of students identified as being "prepared" declined by approximately 10%. The 10% decline in the College and Career Readiness Indicator (CCI) can be mostly attributed to student performance on the Grade 11 Smarter Balanced Summative Assessment in mathematics, which saw a change in performance level from "yellow" in 2018 to "orange" in 2019. For Making Waves Academy, students primarily reach "ready" on the CCI through a combination of their completion of A-G requirements and SBAC scores.
- The College and Career Readiness Indicator (CCI) measures a student's completion of rigorous coursework, passing challenging exams, or receiving a state seal. The data suggests that an internal study be performed to gather more information and identify themes on the following measures that contribute to a student's preparedness level at Making Waves Academy: Grade 11 Smarter Balanced Summative Assessments in ELA and mathematics, Career Technical Education (CTE) Pathway Completion, Advanced Placement exams, College Credit Courses (formerly called Dual Enrollment), A-G completion, and the State Seal of Biliteracy.

# School and Student Performance Data

## Academic Engagement Chronic Absenteeism

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.

2019 Fall Dashboard Chronic Absenteeism Equity Report				
Red	Orange	Yellow	Green	Blue
0	0	2	2	0

This section provides information about the percentage of students in kindergarten through grade 8 who are absent 10 percent or more of the instructional days they were enrolled.

2019 Fall Dashboard Chronic Absenteeism for All Students/Student Group		
<p><b>All Students</b></p> <p>Yellow</p> <p>7.6</p> <p>Maintained -0.1</p> <p>564</p>	<p><b>English Learners</b></p> <p>Green</p> <p>9.4</p> <p>Declined -0.8</p> <p>191</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>1</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>7</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Green</p> <p>7.2</p> <p>Declined -0.5</p> <p>475</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color</p> <p>8.8</p> <p>Declined -12.6</p> <p>34</p>

2019 Fall Dashboard Chronic Absenteeism by Race/Ethnicity			
<p><b>African American</b></p>  <p>Yellow</p> <p>16.7</p> <p>Declined -3.3</p> <p>48</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>2</p>	<p><b>Asian</b></p>  <p>No Performance Color</p> <p>8.3</p> <p>12</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>1</p>
<p><b>Hispanic</b></p>  <p>Yellow</p> <p>6.8</p> <p>Maintained +0.3</p> <p>472</p>	<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>5.6</p> <p>18</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>4</p>	<p><b>White</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>7</p>

**Conclusions based on this data:**

- Overall, we have seen significant reductions in chronic absenteeism at MWA.
- Notable improvements were made in our African-American student populations, with a more than 3% reduction in chronic absenteeism compared to the prior year.
- Substantial improvements were made in our students with disabilities population, with a nearly 13% reduction in chronic absenteeism compared to the prior year.

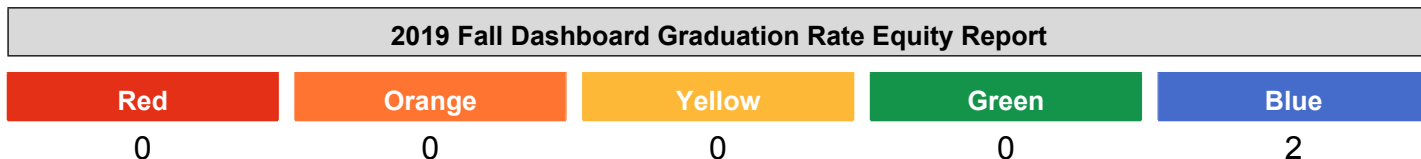
# School and Student Performance Data

## Academic Engagement Graduation Rate

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about students completing high school, which includes students who receive a standard high school diploma or complete their graduation requirements at an alternative school.

2019 Fall Dashboard Graduation Rate for All Students/Student Group		
<p><b>All Students</b></p> <p>Blue</p> <p>98.8</p> <p>Increased +4.1</p> <p>81 Students</p>	<p><b>English Learners</b></p> <p>No Performance Color</p> <p>100</p> <p>Maintained 0</p> <p>15 Students</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>0 Students</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>3 Students</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Blue</p> <p>98.6</p> <p>Increased +4.2</p> <p>71 Students</p>	<p><b>Students with Disabilities</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>5 Students</p>



2019 Fall Dashboard Graduation Rate by Race/Ethnicity			
<p><b>African American</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data Not Displayed for Privacy</p> <p>5 Students</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>0 Students</p>	<p><b>Asian</b></p>  <p>No Performance Color</p> <p>0 Students</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>0 Students</p>
<p><b>Hispanic</b></p>  <p>Blue</p> <p>98.7</p> <p>Increased +3.3</p> <p>75 Students</p>	<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>0 Students</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>0 Students</p>	<p><b>White</b></p>  <p>No Performance Color</p> <p>0 Students</p>

This section provides a view of the percentage of students who received a high school diploma within four years of entering ninth grade or complete their graduation requirements at an alternative school.

2019 Fall Dashboard Graduation Rate by Year	
<b>2018</b>	<b>2019</b>
94.7	98.8

**Conclusions based on this data:**

- In 2019, Making Waves Academy saw a 98.8% graduation rate for all students, representing an increase of 4.1% compared to the prior year. Said differently, 98.8% of MWA graduates completed the A-G requirements for admission eligibility at California State University (CSU) and University of California (UC) campuses. This suggests that MWA has the structures in place that can enable its students to complete the rigorous coursework required in order to access public higher education in our state. An internal study could benefit the school by identifying the degree to which each support program impacts high school graduation and A-G completion rates.

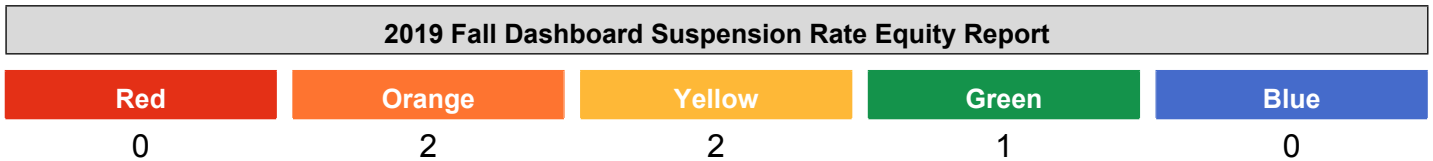
# School and Student Performance Data

## Conditions & Climate Suspension Rate

The performance levels are color-coded and range from lowest-to-highest performance in the following order:











This section provides number of student groups in each color.



This section provides information about the percentage of students in kindergarten through grade 12 who have been suspended at least once in a given school year. Students who are suspended multiple times are only counted once.

2019 Fall Dashboard Suspension Rate for All Students/Student Group		
<p><b>All Students</b></p> <p>Yellow</p> <p>6</p> <p>Declined -0.6</p> <p>952</p>	<p><b>English Learners</b></p> <p>Yellow</p> <p>5</p> <p>Declined Significantly -2</p> <p>222</p>	<p><b>Foster Youth</b></p> <p>No Performance Color</p> <p>Less than 11 Students - Data Not</p> <p>3</p>
<p><b>Homeless</b></p> <p>No Performance Color</p> <p>0</p> <p>Maintained 0</p> <p>13</p>	<p><b>Socioeconomically Disadvantaged</b></p> <p>Yellow</p> <p>5.5</p> <p>Declined -1.2</p> <p>819</p>	<p><b>Students with Disabilities</b></p> <p>Orange</p> <p>9.1</p> <p>Declined -6.1</p> <p>55</p>

2019 Fall Dashboard Suspension Rate by Race/Ethnicity			
<p><b>African American</b></p>  <p>Orange</p> <p>14.7</p> <p>Declined -7.7</p> <p>75</p>	<p><b>American Indian</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data</p> <p>2</p>	<p><b>Asian</b></p>  <p>No Performance Color</p> <p>6.7</p> <p>15</p>	<p><b>Filipino</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data</p> <p>1</p>
<p><b>Hispanic</b></p>  <p>Green</p> <p>4.4</p> <p>Declined -0.6</p> <p>817</p>	<p><b>Two or More Races</b></p>  <p>No Performance Color</p> <p>13.3</p> <p>30</p>	<p><b>Pacific Islander</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data</p> <p>4</p>	<p><b>White</b></p>  <p>No Performance Color</p> <p>Less than 11 Students - Data</p> <p>8</p>

This section provides a view of the percentage of students who were suspended.

2019 Fall Dashboard Suspension Rate by Year		
2017	2018	2019
	6.6	6

**Conclusions based on this data:**

- Overall, we have seen significant reductions in suspension rates at MWA.
- Notable improvements were made in our African-American student population, with a nearly 8% reduction in suspensions, and with our EL population with a 2% reduction in suspensions compared to the prior year.
- Substantial improvements were made in our students with disabilities population, with over a 6% reduction in suspensions compared to the prior year.

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Academic Achievement with a Focus on Critical Learners

## LEA/LCAP Goal

Making Waves Academy will actively address the predictability of student achievement data based on race, disability, and access. African-American students and students with special education designations will be at least 'At or Near Standard' in Reading and Writing, with continued growth each year, as monitored by common interim benchmarks and CAASPP summative assessments. In alignment with the guidance from the California Department of Education, MWA did not administer the CAASPP in 2020-2021. However, MWA did administer the CAASPP in 2021-2022 with a participation rate of 95% for grades 5th-8th and 11th.

## Goal 1

Establish a cadence for reading and writing data collection and analysis for all students in all Content Lead meetings. Using qualitative and quantitative data, the teaching and learning cycle will be followed to determine intervention needs, instructional pivots, and next steps for instructional coaching. Our goal is that 100% of students will be reading and writing, minimally, 'At/Near Standard' as measured by CAASPP summative assessments by the time they enter the 9th grade.

## Identified Need

Goal 1 shows a need to implement frequent opportunities for teachers and administrators to engage with data and create dynamic action plans and instructional priorities for critical learners.

(1) According to the 2019 Dashboard, the data for African-American students shows no growth on California summative assessments and remains almost 40 points below standard. Data shows that students with special education designations are significantly below standard and continued to decrease from the previous year. (2) Additionally, CAASPP data shows that reading data has been stagnant for all students for three consecutive years for all grades. The distribution of students 'At or Near Standard' is less than 50% of all grades and over a third of the students tested, in all grades, are 'Below Standard'. (3) Intensive writing instruction is needed in 5th-8th grade, but close to 80% of students perform 'At or Above standard' in Listening. Around 50% of students at "At or Near Standard" in writing, showing improvement over time, but showing significant growth each year.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Longitudinal CAASPP data from 2015-2016 to 2018-2019 for all students	1. From 2015-2016 to 2018-2019, over 75% of 5th-grade students performed below grade level with small, but incremental growth each year. 2. From 2015-2016 to 2018-2019, over 80% of 6th-grade students performed below	We expect all students, including critical learners, to show 5-10% improvement each year with the implementation of our school's reorganizational structure which includes the establishment of Directors of

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
	<p>grade level with small, but incremental growth each year.</p> <p>3. From 2015-2016 to 2018-2019, over 75% of 7th-grade students performed below grade level with small, but incremental growth each year.</p> <p>4. From 2015-2016 to 2018-2019, over 70% of 8th-grade students performed below grade level with small, but incremental growth each year.</p> <p>5. From 2015-2016 to 2018-2019, high school students tested at or above grade level in English Language Arts with a 20% decrease in students performing below grade level after 2015-2016 and incremental decreases in successive years.</p>	<p>Academic Instruction for the Humanities and Math/Science and an Academic Instruction Team.</p>
<p>Longitudinal CAASPP data from 2015-216 to 2018-2019 for Hispanic/Latinx students</p>	<ol style="list-style-type: none"> <li>1. From 2015-2016 to 2018-2019, over 80% of 5th-grade students performed below grade level.</li> <li>2. From 2015-2016 to 2018-2019, over 80% of 6th-grade students performed below grade level.</li> <li>3. From 2015-2016 to 2018-2019, over 70% of 7th-grade students performed below grade level.</li> <li>4. From 2015-2016 to 2018-2019, over 70% of 8th-grade students performed below grade level.</li> <li>5. From 2015-2016 to 2018-2019, over 70% of high school students performed above grade level.</li> </ol> <p>High school enrollment, and the number of students who were tested, decreased each year. Middle school enrollment is historically higher. The</p>	<p>We expect all students, including critical learners, to show 5-10% improvement each year with the implementation of our school's reorganizational structure which includes the establishment of Directors of Academic Instruction for the Humanities and Math/Science and an Academic Instruction Team.</p>

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
	number of students tested ranged from 2-81.	
Longitudinal CAASPP data from 2015-216 to 2018-2019 for African-American (AA) students	<ol style="list-style-type: none"> <li>1. From 2015-2016 to 2018-2019, over 60% of 5th-grade students performed above grade level.</li> <li>2. From 2015-2016 to 2018-2019, over 60% of 6th-grade students performed above grade level.</li> <li>3. From 2015-2016 to 2018-2019, over 70% of 7th-grade students performed above grade level.</li> <li>4. From 2016-2017 to 2017-2018, students performing at or above standard increased from 85%-90%.</li> <li>5. A sharp increase in students performing at or above grade level (88%) occurred between 2017-2018 and 2018-2019.</li> <li>6. Over 50% of high school students performed at or above grade level; however, the number of students tested was low (4-18 students).</li> </ol>	We expect all students, including critical learners, to show 5-10% improvement each year with the implementation of our school's reorganizational structure which includes the establishment of Directors of Academic Instruction for the Humanities and Math/Science and an Academic Instruction Team.
Longitudinal CAASPP data from 2015-216 to 2018-2019 for RFEP, ELL, and EO students.	Students who are reclassified as English fluent or English Learners outperformed students who were English for four consecutive school years.	With an increase in enrollment, we expect to see this trend remain consistent.
Comparative CAASPP data from 2017-2018 and 2018-2019 (no data is available for 2019-2020) for Hispanic/Latinx and African-American students	26-36% of Hispanic/Latinx student score below standard in Reading and Listening. Almost 50% of African-American students scored 'Below Standard' for Reading, Writing and Listening.	

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

**Strategy/Activity 1**  
**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Establish a school-wide approach to instructional coaching driven by departmental instructional priorities and California's Common Core State Standards with a focus on: culturally sustaining pedagogies, data-driven instruction, and alignment of content standards and focus skills.

**Strategy/Activity**

1. Teachers use Common Core Standards to guide instruction. Directors of Academic Instruction (DAIs) will ensure that all teachers have access to professional development around the effective use of their print and digital curriculum.
2. DAIs for the Humanities and Math/Science support teachers in creating standards-aligned scopes and sequence, syllabi, and unit plans for core courses.
3. DAIs will use standards-based literacy strategies and identify common assessments as the curriculum benchmarks for all students.
4. DAIs will establish a cadence of interim assessments, data analysis, and classroom observations to identify best practices and the implementation of strategies towards instructional priorities.
5. DAIs will create a Year-At-A-Glance (YAAG) of all assessments, observation cycles, and data dives.
6. Data and approaches to intervention/student support will be triangulated with the Intervention and Special Education Department.
7. High-level data will be gathered and share with the Senior Director of Instruction, Senior Director, and Chief Executive Officer.
8. DAIs will attend and plan training on culturally responsive and sustaining teaching methods.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
20,000	Title I 4000-4999: Books And Supplies A. Textbooks and core materials and other Instructional Materials and Supplies
30,000	Title I 1000-1999: Certificated Personnel Salaries B. Salary/hourly wages for teachers
5,000	Title I 1000-1999: Certificated Personnel Salaries C. Salary/hourly for Counselors

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Identify and monitor school-wide progress, with an emphasis on African-American students and students with special education designations, towards mastery of instructional priorities as

identified by interim assessments, CAASPP summative assessments, and state-approved instructional materials and strategies.

**Strategy/Activity**

1. Standards-aligned, scientific-research-based language arts materials are in place in classrooms, including replacement of consumable materials on an annual basis.
2. The middle school and upper school use Accelerated Reader(AR) and STAR as part of an individualized approach to teaching reading. Springboard standards-aligned pacing charts are used to guide instruction.
3. All teachers will continue to be trained in how to create, customize, read, and respond to instructional priorities using AR, STAR, and CAASPP data.
4. Teachers will use Common Core aligned, grade-level assessments and give students feedback on their progress and areas of improvement.
5. Interim assessments via the CAASPP platform will be used to provide more frequent checks for understanding.
6. All teachers will continue to use a research-based MWA lesson plan format, which cites standards, Criteria for Success, accommodations, modifications, etc. for each lesson. Teachers will collect work samples from critical learners and meet with Content Leads to discuss strategies to support students towards mastery.
7. Grade and content level teachers will approach literacy, specifically reading and writing, using an interdisciplinary approach.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
5,000	Title I 4000-4999: Books And Supplies A. Cost of Materials
22,968	Title I 4000-4999: Books And Supplies B. Cost textbooks and other instructional Materials

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Extended learning time will be identified, systemically incorporated into course schedules, and utilized for critical learners.

**Strategy/Activity**

1. MWA was designed specifically to extend learning time for students (10 hour days). MWA’s 15 hour/week extended day is divided into two components. During learning center time, core teachers work with the students on their areas of deficiency or in supporting students with accelerated work. Aligned with the philosophy of supporting the whole child, the enrichment portion of after-school



- offers performing and visual arts, homework support, sports and games, mural work, poetry in motion, and gardening and nutrition classes.
2. Tier 3 students receive an average of 108 hours of additional support from academic interventionists. The high school has incorporated 120 minutes (Marlin Hour) a week to support Tier 3 students with additional support from academic interventionists.
  3. Tier 3 students receive remediation from highly qualified Interventionists, led and trained by the Director of Intervention Services, during the core day and Marlin Hours (high school program).
  4. Students with special education designations received one-to-one and/or small group support in the form of push-in services during core classes, pull-out services during core classes, small group support during scheduled asynchronous or intervention blocks, or intensive intervention blocks.
  5. Tier 2 students receive grade-level intervention from Tier I teachers and support during Marlin Hour.
  6. General education students receive additional homework and tutoring support after school from school-supported tutoring staff.
  7. Advanced students receive accelerated and enrichment programming during core-day (Marlin Hour) and Saturday programming (i.e. AP Support in the Upper School)
  8. APEX and other online programs are assigned after extensive intervention meetings with the Special Education Director, Intervention Director, Tier I teachers, families, and the appropriate academic support staff.
  9. General education teachers will adapt late/missing work policies to consider student need and curriculum access.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

28,000

Title I  
1000-1999: Certificated Personnel Salaries  
A. Salary/hourly wages for teachers

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

In light of the transition to remote learning, The school will double down on its commitment to 21st-century learning goals including the school's 1:1 technology program. We want to ensure that all students have access to electronic educational resources and understand how to use all learning platforms, educational software, educational apps, etc. in a way that supports progress towards mastery of Common Core Standards and CAASPP reading, writing, and listening standards. Educational and applied technology is integral to closing the opportunity gap for all students.

#### Strategy/Activity

1. Teachers and students were surveyed throughout the academic year to ensure that they had access to technology, could adequately use educational technology, or to assess if additional support communication or services were needed.
2. A variety of educational software was approved and to support self-paced learning including Chromebooks for all students.

3. Educational software is audited for effectiveness, its ability for progress monitoring, and ease of adoption to strengthen foundational Math and English skills.
4. Every classroom is equipped with an interactive white board and MWA also utilizes Multiple Student Response (MSR) technology to gauge student understanding in real time.
5. Faculty, students, and families receive formal and information educational technology professional development from the full-time Director of Applied Technology.
6. PowerSchool helps teachers align student test scores, grades, homework with parent communication programs.
7. Special Education department and general education teachers utilize text-to-speech tool to support all learners.
8. Several staff members at the middle and upper school level have been certified in Blended Learning through Leading Edge Certification.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

25,000

Source(s)

Title I  
4000-4999: Books And Supplies  
A. Education software

### Strategy/Activity 5

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

The Academic Instruction Team will establish a cadence of differentiated, ongoing individual, content-based, and school-wide instructional coaching cycles.

#### Strategy/Activity

1. The Academic Instruction Team will meet bi-weekly to align on the week's instructional goals and set deadlines
2. Teachers meet in Professional Learning Communities (PLCs) each week to develop lesson plans and cross-curricular projects and standards-based instructional delivery methods.
3. Specialists work with core teachers weekly, during and after direct instruction.
4. Teachers participate in over 60 hours of professional development annually. Training is responsive to teacher and student needs. Topics have included: data analysis, content-specific skills training, socio-emotional/trauma informed teaching, etc.
5. Experienced teachers serve as mentor teachers with a focus on instructional coaching, equitable lesson planning, and culturally sustaining practices.
6. The Academic Instruction Team, with the support of our Data Coordinator, meet to analyze data and disseminate information to a variety of stakeholders.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

35,000

Title I  
1000-1999: Certificated Personnel Salaries  
A. Specialist salaries

### Strategy/Activity 6

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

We work closely with the Board or Directors, English Learners Advisory Committee (ELAC) and our Black/African-American Student Achievement Initiative (BA/ASAI), and the Family Engagement Director to provide workshops or educational resources for families to share data and resources regarding student achievement data and support services.

#### Strategy/Activity

1. Progress reports are written and distributed 2 times per year. Parents have immediate access to a parent portal through Power School.
2. Family conferences may occur twice yearly for all grade levels and at a family's request. Faculty and staff meet with students and families to review cumulative records, most recent test data, and students' middle and upper school goals to set individual achievement goals.
3. The school will post a School Accountability Report Card (SARC) and the LCAP on its website annually.
4. Parents receive information via mailings and the Parent Portal regarding all upcoming school events, testing, and data availability.
5. The Family Engagement Coordinator will provide families with a personal connection to the school.
6. Monthly meetings that feature parent education, information about the school's progress, student updates, etc. are strongly recommended for student achievement.
7. Families participate in school governance by electing representatives to the School Site Council.
8. The MWA Board reserves one seat at all times to appoint a parent to serve as a voting member of the board.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

10,000

Title I  
1000-1999: Certificated Personnel Salaries  
D. Salary/hourly of family coordinator

### Strategy/Activity 7

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

MWA utilizes a "Life Dream" framework to guide student engagement for all students. We believe a student's life dream is the foundation for helping students begin to conceptualize their goals and connect them to healthy behaviors and goal-setting. This is especially important for students who may feel unmotivated or disengaged from their educational experience. This concept is also connected to our holistic approaching to academic support.

**Strategy/Activity**

1. Multi-tiered holistic supports are available to students based on needs and referrals from family, the student, or a teacher trained in Notice-Talk-Act (NTA). Students entering the MWA program with special needs or concerns are appointed a psychologist or an intern for counseling. MWA contracts with Fruge Psychological Associates who provide a Student Support Coordinator to work with and supervise counselors so that student services are coordinated.
2. A Student Support Services Coordinator in each division works with parents to understand their students' needs.
3. Trained facilitators support parents training on what to do to support students in their educational program.
4. The Volunteer Coordinator works with families to understand the needs of the MWA families and how the school can provide services to support the student's academic, emotional, and social growth.
5. Upper School students participate in an annual Career Day, an annual College Fair, college campus and job site visits, roundtable discussions with college admission and career industry representatives, and week-long transition programming for the transition from Grade 8 to 9 and Grade 12 to college.
6. 8th-grade students with IEPs transition to Upper School includes IEP transition planning (student, parent/guardian, Middle School RSP teacher, and SPED coordinator).
7. At the request of faculty, Social Worker reaches out to families regarding socio-emotional issues that students are experiencing and provides counseling, case management, and referrals to external support services.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

22,417

Source(s)

Title VI Part B: Rural Education Achievement Program  
 1000-1999: Certificated Personnel Salaries  
 A. Fruge Psychological Service

**Strategy/Activity 8**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Using an equity lens, the Director of Data and Assessment has worked to equip executive leaders, instructional teams, and educators with the ability to read, analyze, and create action items related to student achievement and program effectiveness.

**Strategy/Activity**

1. MWA conducts annual school-wide surveys of parents, teachers, and students frequently and analyzes the data to determine areas of growth and strength.
2. Results from formal standards assessments (i.e. MDTP, SBAC, STAR, PSAT, CAST, SAT/ACT) are made available to all teachers via Clever.
3. SBAC results will be disaggregated and used to recommend changes to the instructional program and to determine intervention methods for students.
4. LEA plan is updated and shared annually.
5. Evaluating data is integrated into the professional development calendar to ensure ongoing program evaluation.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

10,000

Title I  
2000-2999: Classified Personnel Salaries  
A. Data and Assessment Coordinator salary

**Strategy/Activity 9**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Triangulate data to target students who are underperforming and develop individualized plans for social-emotional and academic support.

**Strategy/Activity**

1. Students identified as below proficient or underperforming receive additional instruction in the extended day program. Progress is evaluated monthly to determine if further intervention is necessary.
2. DAIs will conduct observations in all content areas to help identify concepts and skills students have not mastered using different learning modalities according to the individual assessment results.
3. Teachers will differentiate instruction with supplemental resources and individual tutoring.
4. Students identified as in need of grade-level intervention receive additional support from core-day instructors during integrated support time (Marlin Hour and DTI).
5. Students identified as in need of remediation receive additional reteaching of fundamental concepts from core-day instructors and Tier 3 interventionists.
6. Resource Specialist Program(RSP) in the middle and upper school is led by RSP teachers for our SPED students.
7. Students in grades 5th-8th whose performance is classified as "Standard Not Met" on the SBAC State assessment will be designated as Tier 3 and will receive a targeted block of intervention during the school day and additional intervention during after-school tutoring, Saturday Academy, or planned asynchronous blocks.
8. Students will receive supplemental instruction/tutorials based on the results of standards-based diagnostic and benchmark assessments.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

10,000

Title I  
1000-1999: Certificated Personnel Salaries  
A. Salary/hourly wages for specialists

**Strategy/Activity 10**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Enrichment activities and community partnerships provide students with creative outlets and opportunities to practice and apply social and academic skills that build competencies and confidence.

Strategy/Activity

1. My Very Own Library (MVOL), a literacy initiative and partnership with Chicago Univerisity, provide students with 3-10 free books per year. DAIs and the Family Engagement Coordinator choose books that are culturally relevant and high interest to bolster reading, writing, and listening skills.
2. Students participate in National History Day as a participant or observer. Students may research the topic of their choice and present their finders in the model of their choice (i.e. documentary, research paper, tri-fold, etc.)
3. Drop Everything And Read (DEAR) time/SSR is a literacy initiative that focuses on student choice and requires all students and teachers to engage in active reading.
4. Masquers Playhouse based in Point Richmond is a community partnership by which upper school students will be able to engage in all parts of storytelling from writing to production.
5. Students interested in attending a Historically Black College or University (HBCU) attend the Black College Fair in the Spring.
6. Student Government offers students an opportunity to engage with a variety of stakeholders and to build leadership skills.
7. Every student has an opportunity to engage in a listening campaign with the Chief Executive Officer (CEO) to have input about issue and programming that has a direct effect on the student experience.
8. Black Student Union features leadership development, mentoring, and partnership with the Black African-American Student Achievement Initiative and the Intervention Department to directly address student performance and feelings of belonging on campus.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

5,000

Title I



1000-1999: Certificated Personnel Salaries  
A. Salary/hourly for family coordinator

## Strategy/Activity 11

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

We aim to choose curriculum that is aligned with Common Core State Standards. Through instructional coaching, teachers are encouraged to include rigorous, supplemental materials that aid in student connect and understanding of core content.

### Strategy/Activity

1. All teachers use Common Core Standards-aligned curricula: Springboard in 6th-8th grade English Language Arts and Algebra I, Geometry, Algebra II, and Pre-Calculus mathematics textbooks. Supplemental intervention materials include lesson plans or educational technology such as Teaching for Justices, NewsELA, NoRedInk, PBS Kids, Democracy Now, Revolution K-12. etc.
2. Tri-annual MDTP assessments track student's attainment of the standards and subject mastery.
3. The Directors of Academic Instruction, Content Leads, Lead Teachers, and Contra Costa County District Teacher Induction Program Mentors help new teachers develop standards-based lesson plans and methods for instructional delivery that ensures standards are covered through inquiry-based coaching and formal evaluations.
4. Cross-disciplinary professional development is scheduled 2-3 times per year during all-day professional development sessions.
5. All curriculum consists of formative assessments and summative unit tests or embedded assessments. Teachers may adapt assessments to integrate student choice or make modifications that are inclusive for different learners.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

#### Amount(s)

20,000

#### Source(s)

Title I  
1000-1999: Certificated Personnel Salaries  
A. Textbooks and core materials and other Instructional Materials and Supplies

## Strategy/Activity 12

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Creating accountability practices for teachers to ensure the advancement of all learners with a focus on the implementation of California's Common Core Standards through shared teaching and planning practices.

### Strategy/Activity

1. Coaches and teachers analyze publisher-designed assessments to anticipate "pain points" and measure students' understanding of the content standards.

2. Lead Teachers and DAIs to analyze assessment results and make adjustments to all content areas and debrief with content teams.
3. Teachers' lesson plans are aligned to and cite standards for each unit in order to prepare for CAASPP interims.
4. Differentiated instruction where content teachers collaborate to determine intervention and remediation needs.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

2,000

Title I  
1000-1999: Certificated Personnel Salaries  
A. Salary/hourly for teachers

**Strategy/Activity 13**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Extended learning time is scheduled to meet the needs of target students.

**Strategy/Activity**

1. MWA was designed specifically to extend learning time for students (10-hour days). MWA's extended day (15-hour per week) is divided into two components: learning center and enrichment. During learning center time, core teachers work with the students on their areas of deficiency or in supporting students with accelerated work. Aligned with the philosophy of supporting the whole child, the enrichment portion of after-school offers performing and visual arts, homework support, sports and games, mural work, poetry in motion, and gardening and nutrition classes.
2. The school also recruits tutors to help students with homework during the first part of the extended day.
3. Saturday Academy for students who are Tier 2, EL identified, and students who need additional help with pre-algebra and general math skills to attend.
4. The upper school provides academic tutoring for all students to support Mathematics coursework and homework in Student Support Services after school. Marlin Hour is devoted to Tier 2 and Tier 3 students that need academic support in Mathematics. Support is lead by teachers and interventionists.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

65,000

Title I



1000-1999: Certificated Personnel Salaries  
A. Salaries for teachers and staff

### Strategy/Activity 14

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Align professional development

#### Strategy/Activity

Staff development and professional collaboration aligned with standards-based instructional materials:

- a) The middle school has hired math coaches who work with teachers to help them develop appropriate lesson plans and provide weekly professional development in math instruction delivery.
- b) Teachers receive 60 hours of professional development throughout the year.
- c) Teachers have collaborative time two hours each day to develop lesson plans and cross-curricular projects and standards-based instructional delivery methods.
- d) Teachers also use professional learning community time to collaborate, assess instruction, and share best practices
- e) The school provides support for teachers in the Teacher Induction Program (TIP).
- f) Consultants through RT Fisher trainers facilitated professional development throughout the year with both middle school and upper school math teachers.
- g) In alignment with CSPT 6, teachers are encouraged to attend county, state, and nation-wide professional development opportunities in addition to what is offered by our LEA

#### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

#### Amount(s)

3,000

#### Source(s)

Title I  
5000-5999: Services And Other Operating Expenditures  
A. Cost of travel and conference fees, professional development material

### Strategy/Activity 15

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Involve families

#### Strategy/Activity

Involvement of staff, parents, and community (including notification procedures, parent outreach, and interpretation of student assessment results to parents):

- a) Progress reports are written and distributed four times per year. Parents have immediate access to a parent portal through Power School.

- b) Family conferences may occur twice yearly for all grade levels.
- c) The school will post a SARC on its website annually. Parents receive information via mailings and Saturday Parent Meetings (e.g. school site council meetings reports of overall school performance, including results of assessments, growth, and ongoing measurements (e.g. attendance rates).
- d) At the heart of the MWA program is parent involvement. The school employs a family engagement coordinator who addresses familial and social issues and reaches out to parents.
- e) Parents are required to attend monthly meetings that feature parent education, information about the school’s progress, student updates, etc.
- f) Parents participate in the decision making process of the school by being appointed to the MWA Board

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

5,000

Title I  
1000-1999: Certificated Personnel Salaries  
A. Salary of family coordinator

**Strategy/Activity 16**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

n/a

Strategy/Activity

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

**Strategy/Activity 17**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

n/a

Strategy/Activity

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

# Annual Review

## SPSA Year Reviewed: 2019-20

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Making Wave Academy's approach to teaching and learning aligns with our mission to address the systemic obstacles to higher education over the course of our 8-year program (5th-12th grade). Our holistic approach aims to meet the varied needs of learners and address the root causes that impede learning. Based on CAASPP data, we aim to take a more critical look at our instructional, family, technology, and social-emotional programming and identifying ways that we can create more cohesion and alignment between departments. In order to ensure that we are both supporting teachers to ensure that all students are receiving strong instruction and that the outcomes of the academic program elevate all students we are addressing the following areas: instructional coaching, curricular alignment, accessibility of educational technology, family engagement, ongoing data analysis and monitoring, and intervention. The recent leadership reorganization will ensure that the above strategies are successful. As of July 1, 2020, we shifted away from a middle and upper school structure to a one-school model. It will be critical for the Academic Instruction team to clearly articulate quarterly goals and implement and communicate progress towards those goals with teachers, students, families, and executive leadership.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

While we made an effort to align the budget with our instructional intentions, any major differences may in response to preparing for a year of instruction that may be in-person, hybrid, and/or completely remote.

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

Our recent reorganization, emphasizes instructional coaching and collaboration; however, it has only been implemented for less than a year. Therefore, administrators and teachers will continue to refine and modified to fit our student's needs. Teachers, support staff, and interventionists will continue to use the teaching and learning cycle and collaborate. Data shows that we need to deepen our current practices and the impact on African-American students, students with learning differences, and general education students. Our services are aligned with our mission to prepare students for college and their future careers, but we will be working to make communication and data-driven pivots more cohesive by continuing to offer professional developments that focus on the whole child, implementing intensive coaching and observation cycles, integrating intervention services during core classes, ensuring that intervention services are provided with adequate time to serve students who need intensive support.



# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

English Learners

## LEA/LCAP Goal

100% of English Learners are reclassified by the 9th Grade.

## Goal 2

100% of students will be reclassified before 9th Grade.  
 100% of Upper School students who pass the ELPAC will reclassify before 12th Grade.

## Identified Need

An increased rate of reclassified students in the Middle School

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
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Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

Implement additional supports to serve English Learners.

### Strategy/Activity

1. The programs and activities to be developed, implemented, and administered and how the school will use these funds to meet all annual measurable achievement objectives described in Section 3122

MWA currently provides the following basic instructional services to its 103 students identified as English Learners:

- English Language Mainstream ELD support in core classes for those students who scored a 3 or 4 on the CELDT; this consists of daily instruction in ELD targeted to individual language proficiency needs, and grade-level instruction in the core content areas with ongoing attention paid to the language demands of instruction.
- If needed Structured English Immersion daily class for students who scored a 1 to 2 on the ELPAC as well as access to core content subjects through SDAIE instruction. This course uses the EL Achieve/Systematic ELD

MWA intends to offer a sheltered class in ELA and Social Studies for EL students who need

additional support in mastering the ELD standards. In addition, the school will train teachers in the curriculum.

Among the instructional strategies used by teachers are SDAIE, Inquiry by Design, and differentiated instruction. Inquiry by Design emphasizes diverse, culturally relevant literature, as well as speaking and listening skills, and has a proven track record among similar student populations.

MWA will provide the following supplemental services to benefit the academic achievement and language acquisition of targeted English Learners:

- Professional development courses for teachers and administrators. All training will be around brain-based research of best practices for accelerating language acquisition and academic achievement. ELD teachers will receive professional development support implementing the chosen texts.
- Extended learning opportunities targeting English learner students needing additional support in ELD or mastering content standards. These include after school support, intervention, and Saturday school.
- Parent outreach and conferences to provide parents with resources and skills to support their children's progress in learning English and mastering content standards.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
31,574	Title III Portion of the ELD Coordinator Salary

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Use Title III funds for direct service for English Learners

**Strategy/Activity**

2. How the SSD will hold elementary and secondary schools receiving funds under this subpart accountable for:
- a. meeting the annual measurable achievement objectives described in Section 3122
  - b. making adequate yearly progress for limited - English - proficient students (Section 1111(b)(2)(B)
  - c. annually measuring the English proficiency of LEP students so that the students served develop English proficiency while meeting State Academic standards and student achievement (Section 1111(b)(1)

The school's current EL offerings are modeled after scientifically research based instructional strategies to support language acquisition through differentiated instruction for students with varying levels of English proficiency.

Title III funds will be used to:

- Provide training to teachers in one or more research-based ELD models
- The school plans to provide training to teacher in the EL

**Achieve/Systematic ELD Model**

- Work with an EL Coordinator to develop valid and reliable benchmark assessments and ELD portfolios

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strengthen holistic parent engagement.

**Strategy/Activity**

MWA has and will continue to develop the ELAC. MWA's ELAC has a President, Vice President, Secretary and Advisor.

MWA provides regular professional development opportunities for faculty and staff, and also devotes time specifically to students who are ELs.

Teachers participate in regular

professional development and collaboration planning to ensure that, as learners, they are seeking better ways to reach all students. As a professional learning community they are immersed in best practices.

The school plans to implement ELD portfolios to more closely track EL progress and mastery of content standards and to provide real-time support.

Teachers and administrators will continue to participate in training to ensure that they are prepared to fully address content standards. In addition, parents and community members will be provided with learning opportunities through conferences, workshops, and participation in school activities. MWA will develop a comprehensive professional development plan that integrates research and scientifically based theory of high quality instructional practices. The content of this plan will include:

- Scientifically and research based best practices for reaching comprehension and other aspects of language acquisition and subject matter learning.
  - An understanding of the role of assessments in guiding and evaluating instructional and programmatic practices.
  - The ability to use classroom data to differentiate instruction and evaluate the effectiveness of instructional strategies.
  - The ability to differentiate standards based instruction in all academic areas, and how this interests with the cultural, socioeconomic, and linguistic diversity of the school.
- The professional development plan will provide extensive, ongoing, mandatory training for all teachers regarding content standards, curriculum frameworks, instructional materials, and strategies

Title III funds will be used to support personnel, to pay for an EL Coordinator, to pay stipends to teachers, and/or pay for substitutes so that



**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

**Strategy/Activity 4**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strengthen progress monitoring process

Strategy/Activity

4. How the LEA will provide high quality language instruction based on scientifically based research (per Sec. 3115(c). The effectiveness of the LEP programs will be determined by the increase in:

- English proficiency
- Academic achievement in the core academic subjects

Title III funds will be used to support implementation of effective instructional programs for English learners. Funds will be used to support planning and monitoring for English Learners and to provide external consultants who can coach teachers on how to move students to the next ELD level.

MWA Utilizes Springboard ELD.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strengthen professional development

Strategy/Activity

5. High quality professional development for classroom teachers, principals, administrators, and other school or community - based personnel:

- a. designed to improve the instruction and assessment of LEP children



Extended learning opportunities are available to all English learners to support high levels of academic proficiency. The extended learning opportunities, including after school intervention, Saturday school, and small group enrichment complements regular instruction activities.

b. designed to enhance the ability of teachers to understand and use curricula, assessment measures, and instruction strategies for limited - English - proficient students

c. based on scientifically based research demonstrating the effectiveness of the professional development in increasing children’s English proficiency or substantially increasing the teachers’ subject matter knowledge, teaching knowledge, and teaching skills

d. long term effect will result in positive and lasting impact on teacher performance in the classroom

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

**Strategy/Activity 6**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strengthen Instructional Strategies

Strategy/Activity

6. Upgrade to program objectives and effective instructional strategies, if applicable

Using Title III funds, programs will be strengthened and refined to extend the regular instructional program and focus on the needs of EL students. MWA has a counselor and EL Coordinator on-site.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

**Strategy/Activity 7**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Implement EL family meetings

Strategy/Activity

Per the EI Master Plan, MWA plans to hold to 4 meetings per year for ELL

families. The purpose of the meeting is to inform the parents about:

- o How ELL students are identified and assessed
- o Classroom placement of English learners and what we offer
- o Annual parent/guardian notification

Title III funds will be used to support families of ELs in helping their children at home and will provide resources.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

**Strategy/Activity 8**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Ensure effective workshops for EL families

Strategy/Activity

8. How programs for English Learners are coordinated with other relevant programs and services

The school provides parents resources and information to support learning. Connecting families with needed educational and social services will be an essential part of creating an atmosphere conducive to learning. The school plans to offer the following classes and programs to parents of EL students:

- Parent Workshops
- Parent Committee
- English Learner Advisory Committee (ELAC)

Translations are provided of all documents and meetings in English and Spanish.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

**Strategy/Activity 9**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Ensure access to instructional technology

Strategy/Activity

9. Any other activities designed to improve the English proficiency and academic achievement of LEP children

Title III funds will be used for the following instructional gains:  
 The school will acquire the hardware and software to ensure that all English learners may access technology to facilitate learning. The software and materials that are used will complement standards-based curriculum that are used in all subject areas. Teachers will receive training to ensure that they are effectively engaging students in learning with technology.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

**Strategy/Activity 10**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

**Strategy/Activity 11**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

English Learners

Strategy/Activity

12. Other activities consistent with Title III or EIA/LEP funds

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s) Source(s)

**Annual Review**

**SPSA Year Reviewed: 2019-20**

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

Despite school closure, Making Waves Academy was able to reclassify students to get us closer to our goal. Our English Learner SDAI strategy PD has been particularly effective in the remote environment as we are seeing teachers incorporate a number of SDAI strategies effectively in distance learning.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

N/A

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

N/A

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

Professional Development

## LEA/LCAP Goal

Professional Development

## Goal 3

100% of faculty will have access to high quality professional development

## Identified Need

Student groups, specifically SPED, English Learner and Black/African American. Our Dashboard data shows room for improvement in our ELA, Math, and Suspension Data.

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
Academic Achievement Data		All students groups perform within 5 points of the school average

Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All Faculty and All students--specifically our specific student groups

### Strategy/Activity

- a) The school's leadership team conducts a yearly professional development evaluation of prior year PD as well as a needs assessment of teachers and administrators. Critical areas in need of immediate attention are addressed at regular PD sessions and collaboration planning.
- b) Teachers participate three weeks during the summer and two hours each week in professional development activities, which are further described below.
- c) PD initiatives are created to assist staff to move toward proficiency in standards for all students.
- d) Professional development activities are designed and selected based on staff strengths and needs in relation to student achievement results. Input from teachers will be critical throughout this process.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

6,000

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 2**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

Each year, the professional development plan will consist of the leadership team reviewing research on professional development activities that assist teachers and administrators to ensure all students will meet or exceed State content and academic achievement standards. The leadership team will pay special attention to those topics and formats that have the greatest impact on teachers' ability to accelerate the learning of students in the lowest performing groups. Professional development resources will be concentrated where they are needed most. Teachers and administrators will support one another through coaching and mentoring.

Topics identified for this year include: using standards in differentiated instruction, teaching in the block schedule for upper school, teaming, Professional Learning Communities, data driven instruction, and effective instructional strategies. MWA continues to emphasize staff training on how to provide effective intervention to students.

Just as learning is differentiated for students, PD will also continue to be differentiated across the following groups: whole school, grade level, subject area and individual need.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

6,000

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 3**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

### Strategy/Activity

The goal of professional development is to provide highly qualified teachers in every classroom. Success of professional development is measured in terms of student success. As such, the Academic Instruction Team will meet with teachers to review assessment data and to develop a plan to address teaching weaknesses. This plan will include identifying appropriate professional development opportunities and establishing goals relative to such training.

Furthermore, the leadership team will regularly assess the quality of professional development activities based on the following performance questions:

To what extent does it focus on enabling students to meet/exceed key standards through the use of standards- based materials and formative assessments?

- How close aligned is the instructional work of teachers to professional development?
- To what degree is the system built on the strengths and needs of the staff in relation to academic and cultural

learning strengths and needs of the student populations in teachers' classrooms?

To what extent do selected professional development resources apply to English learners and students with special needs?

- How are materials adopted/selected, intervention approaches developed, and do family and community have knowledge of the professional development system?

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

6,000

Source(s)

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

### Strategy/Activity 4

#### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

### Strategy/Activity

The LEA will coordinate professional development activities authorized under Title II, Part A, Subpart 2 with professional development activities provided through other Federal, State, and local programs:

MWA is an independent public charter school that works closely with its authorizer, Contra Costa County Office of Education. The school leadership team will ensure that professional development activities are coordinated to address staff needs in assisting students to meet or exceed state academic standards. Activities will be designed to help teachers integrate standard- based

curriculum, instructional practices, assessment and understanding the strengths and needs of the student populations in their classes.  
 Classroom management, attention, motivation, and other topics required by funding sources will be addressed within the context of ensuring that all students meet or exceed state content and achievement standards.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

4,000

Title II Part A: Improving Teacher Quality  
 5000-5999: Services And Other Operating Expenditures  
 A. Professional Development Cost

**Strategy/Activity 5**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

- A. Teachers and the leadership team will evaluate and create the professional development plan from year to year based on successes and challenges encountered the prior year.
- B. MWA will continue to provide teacher collaboration time each day and teachers will also receive professional support by reading/literacy coaches.
- C. Funding will allow the school to provide in-service opportunities throughout the school year to ensure that teachers’ instructional strategies reflect an understanding of how to implement content standards.
- D. Funding will allow teachers to attend conferences and to

stay apprised of research and other developments in the field. Following each conference, teachers will use collaboration time to discuss what was learned and how new strategies can be used in the classroom to improve instruction and student achievement.

E. MWA has developed classroom observation protocols to support teacher growth. Teachers are observed 5 times a year and are filmed teaching 4 times a year. Teachers, administrators and coaches will review these tapes to determine strengths and weaknesses and to drive future instruction.

F. Students also have the opportunity to share their feedback to teachers through course evaluations.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.



Amount(s)

4,412

Source(s)

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 6**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

6. How the school will integrate funds under this subpart with funds received under part D that are used for professional development to train teachers to integrate technology into curricula and instruction to improve teaching, learning, and technology literacy:  
a. MWA will continue to research educational software that supports the instructional strategies and core curricular texts.  
b. On an as-needed basis, teachers will receive training on use of multimedia technology.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

4,000

Source(s)

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 7**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

All students

Strategy/Activity

7. How students and teachers will have increased access to technology; and how ongoing sustained professional development for teachers, administrators, and school library media personnel will be provided in the effective use of technology. (Note: A minimum of 25% of the Title II, Part D Enhancing Education through Technology funding must be spent on professional development.):  
In addition to those activities identified in #6, the school will be actively working to identify software that can facilitate standards-based instruction and learning for all students. Teachers will receive training on new software that addresses how to effectively use the software to enhance instructional quality.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

4,000

Source(s)

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 8**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

8. How the school, teachers, paraprofessionals, principals, other relevant school personnel, and parents have collaborated in the planning of professional development activities and in the preparation of the LEA Plan:

The leadership team is in a constant dialogue with teachers and parents regarding continuous teaching and learning. Parents also participate in a parent committee and a representative sit on the school board.

Stakeholders are involved in monitoring the plan and updating it annually.

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

4,000

Source(s)

Title II Part A: Improving Teacher Quality  
5000-5999: Services And Other Operating Expenditures  
A. Professional Development Cost

**Strategy/Activity 9**

**Students to be Served by this Strategy/Activity**

(Identify either All Students or one or more specific student groups)

Strategy/Activity

9. How the school will provide training to enable teachers to:

- Teach and address the needs of students with different learning styles, particularly students with disabilities, students with special learning needs (including students who are gifted and talented), and students with limited English proficiency;
- Improve student behavior in the classroom and identify early and appropriate interventions to help all students learn;
- Involve parents in their child’s education; and
- Understand and use data and assessments to improve classroom practice and student learning.

Selected teachers (based on need and interest) will attend supplemental trainings focused on meeting the needs of special populations, including EL students, special education students, students with social-emotional needs, and others. The School will recruit resource experts in these areas to work with the staff on addressing students’ needs and providing interventions.

Provide in-service opportunities throughout the school year to ensure that teachers' instructional strategies reflect an understanding of content standards. Parents will be invited to attend relevant in-services and will be provided with information about how to help their children outside the classroom.

Teachers will attend conferences to stay apprised of research and other developments in the field. Following each conference teachers will use collaboration time to discuss how new strategies can be used in the classroom to improve instruction and student achievement.

Teachers will be accountable for their collaboration time. Some teacher collaboration time will be dedicated to selecting benchmark assessments for key standards, joint review of student work on those

**Proposed Expenditures for this Strategy/Activity**

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)

Source(s)

4,000

Title II Part A: Improving Teacher Quality  
 5000-5999: Services And Other Operating Expenditures  
 A. Professional Development Cost

# Goals, Strategies, & Proposed Expenditures

Complete a copy of the following table for each of the school's goals. Duplicate the table as needed.

## Goal Subject

College and Career

## LEA/LCAP Goal

Pupil Outcomes

## Goal 4

95% or more of MWA students successfully complete requirements for UC/CSU and CTE courses, the equivalent of the MWA high school diploma track.

## Identified Need

A sustained graduation rate with students having fulfilled a-g requirements

## Annual Measurable Outcomes

Metric/Indicator	Baseline/Actual Outcome	Expected Outcome
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Complete a copy of the Strategy/Activity table for each of the school's strategies/activities. Duplicate the table, including Proposed Expenditures, as needed.

## Strategy/Activity 1

### Students to be Served by this Strategy/Activity

(Identify either All Students or one or more specific student groups)

All students

### Strategy/Activity

Upper School students receive an individualized progress to graduation form which articulates A-G requirements against the actual academic credits the student has earned. The progress to graduation form early-identifies students who are "on track" to graduate on a four-year pace to completion, those who need "credit recovery," or those who are "in danger of retention." The individualized progress to graduation form is an important lever that is connected to our school's graduation rate.

### Proposed Expenditures for this Strategy/Activity

List the amount(s) and funding source(s) for the proposed expenditures. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal identify the Title and Part, as applicable), Other State, and/or Local.

Amount(s)	Source(s)
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# Annual Review

## SPSA Year Reviewed: 2019-20

Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal, an analysis is not required and this section may be deleted.

## ANALYSIS

Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.

In 2019-20, our students performed at a graduation rate of 94.4% (2019-20 CA Dashboard), achieving the color rating of "yellow." (The performance level of "yellow" on the 5x5 grid for Graduation Rate was achieved as follows: The graduation rate of 94.4% is a "high" performance level. The change from the prior year declined by 4.4%). Our goal is to annually perform at a graduation rate of 95.0% or greater to maintain the very high performance level and color rating of blue, as reflected on the graduation rate indicator.

Briefly describe any major differences between the intended implementation and/or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.

No major differences

Describe any changes that will be made to this goal, the annual outcomes, metrics, or strategies/activities to achieve this goal as a result of this analysis. Identify where those changes can be found in the SPSA.

No changes

# Budget Summary

Complete the table below. Schools may include additional information. Adjust the table as needed. The Budget Summary is required for schools funded through the ConApp, and/or that receive funds from the LEA for Comprehensive Support and Improvement (CSI).

## Budget Summary

Description	Amount
Total Funds Provided to the School Through the Consolidated Application	\$
Total Federal Funds Provided to the School from the LEA for CSI	\$
Total Funds Budgeted for Strategies to Meet the Goals in the SPSA	\$397,371.00

## Other Federal, State, and Local Funds

List the additional Federal programs that the school is including in the schoolwide program. Adjust the table as needed. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

Federal Programs	Allocation (\$)
Title I	\$300,968.00
Title II Part A: Improving Teacher Quality	\$42,412.00
Title III	\$31,574.00
Title VI Part B: Rural Education Achievement Program	\$22,417.00

Subtotal of additional federal funds included for this school: \$397,371.00

List the State and local programs that the school is including in the schoolwide program. Duplicate the table as needed.

State or Local Programs	Allocation (\$)
-------------------------	-----------------

Subtotal of state or local funds included for this school: \$

Total of federal, state, and/or local funds for this school: \$397,371.00

# Budgeted Funds and Expenditures in this Plan

The tables below are provided to help the school track expenditures as they relate to funds budgeted to the school.

## Funds Budgeted to the School by Funding Source

Funding Source	Amount	Balance
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## Expenditures by Funding Source

Funding Source	Amount
Title I	300,968.00
Title II Part A: Improving Teacher Quality	42,412.00
Title III	31,574.00
Title VI Part B: Rural Education Achievement Program	22,417.00

## Expenditures by Budget Reference

Budget Reference	Amount
1000-1999: Certificated Personnel Salaries	237,417.00
2000-2999: Classified Personnel Salaries	10,000.00
4000-4999: Books And Supplies	72,968.00
5000-5999: Services And Other Operating Expenditures	45,412.00

## Expenditures by Budget Reference and Funding Source

Budget Reference	Funding Source	Amount
1000-1999: Certificated Personnel Salaries	Title I	215,000.00
2000-2999: Classified Personnel Salaries	Title I	10,000.00
4000-4999: Books And Supplies	Title I	72,968.00
5000-5999: Services And Other Operating Expenditures	Title I	3,000.00
5000-5999: Services And Other Operating Expenditures	Title II Part A: Improving Teacher Quality	42,412.00
	Title III	31,574.00

1000-1999: Certificated Personnel Salaries

Title VI Part B: Rural Education Achievement Program

22,417.00

## Expenditures by Goal

Goal Number	Total Expenditures
Goal 1	323,385.00
Goal 2	31,574.00
Goal 3	42,412.00



# School Site Council Membership

California Education Code describes the required composition of the School Site Council (SSC). The SSC shall be composed of the principal and representatives of: teachers selected by teachers at the school; other school personnel selected by other school personnel at the school; parents of pupils attending the school selected by such parents; and, in secondary schools, pupils selected by pupils attending the school. The current make-up of the SSC is as follows:

- 1 School Principal
- 2 Classroom Teachers
- 3 Other School Staff
- 4 Parent or Community Members
- 2 Secondary Students

Name of Members	Role
Patricia Alberto	Parent or Community Member
Lucy Alfaro	Parent or Community Member
Claudia Ayala	Secondary Student
Cindy Barton	Other School Staff
Benjamin Arizmendi-Calvert	Other School Staff
Maria Ortega	Secondary Student
Latiphony Wells	Classroom Teacher
Jon Siapno	Other School Staff
Angela Garay	Other School Staff
Carmen Ruiz Hernandez	Parent or Community Member
Jesus Perez	Parent or Community Member
Evangelia Ward-Jackson	Principal

At elementary schools, the school site council must be constituted to ensure parity between (a) the principal, classroom teachers, and other school personnel, and (b) parents of students attending the school or other community members. Classroom teachers must comprise a majority of persons represented under section (a). At secondary schools there must be, in addition, equal numbers of parents or other community members selected by parents, and students. Members must be selected by their peer group.

## Recommendations and Assurances

The School Site Council (SSC) recommends this school plan and proposed expenditures to the district governing board for approval and assures the board of the following:

The SSC is correctly constituted and was formed in accordance with district governing board policy and state law.

The SSC reviewed its responsibilities under state law and district governing board policies, including those board policies relating to material changes in the School Plan for Student Achievement (SPSA) requiring board approval.

The SSC sought and considered all recommendations from the following groups or committees before adopting this plan:

**Signature**

**Committee or Advisory Group Name**

The SSC reviewed the content requirements for school plans of programs included in this SPSA and believes all such content requirements have been met, including those found in district governing board policies and in the local educational agency plan.

This SPSA is based on a thorough analysis of student academic performance. The actions proposed herein form a sound, comprehensive, coordinated plan to reach stated school goals to improve student academic performance.

This SPSA was adopted by the SSC at a public meeting on .

Attested:

Principal, Alton B. Nelson Jr., CEO on

# Instructions

The School Plan for Student Achievement (SPSA) is a strategic plan that maximizes the resources available to the school while minimizing duplication of effort with the ultimate goal of increasing student achievement. SPSA development should be aligned with and inform the Local Control and Accountability Plan process.

The SPSA consolidates all school-level planning efforts into one plan for programs funded through the consolidated application (ConApp), and for federal school improvement programs, including schoolwide programs, Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), and Additional Targeted Support and Improvement (ATSI), pursuant to California Education Code (EC) Section 64001 and the Elementary and Secondary Education Act as amended by the Every Student Succeeds Act (ESSA). This template is designed to meet schoolwide program planning requirements. It also notes how to meet CSI, TSI, or ATSI requirements, as applicable.

California's ESSA State Plan supports the state's approach to improving student group performance through the utilization of federal resources. Schools use the SPSA to document their approach to maximizing the impact of federal investments in support of underserved students. The implementation of ESSA in California presents an opportunity for schools to innovate with their federally-funded programs and align them with the priority goals of the school and the LEA that are being realized under the state's Local Control Funding Formula (LCFF).

The LCFF provides schools and LEAs flexibility to design programs and provide services that meet the needs of students in order to achieve readiness for college, career, and lifelong learning. The SPSA planning process supports continuous cycles of action, reflection, and improvement. Consistent with EC 65001, the Schoolsite Council (SSC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications to the plan that reflect changing needs and priorities, as applicable.

For questions related to specific sections of the template, please see instructions below:

## Instructions: Linked Table of Contents

**The SPSA template meets the requirements of schoolwide planning (SWP). Each section also contains a notation of how to meet CSI, TSI, or ATSI requirements.**

[Stakeholder Involvement](#)

[Goals, Strategies, & Proposed Expenditures](#)

[Planned Strategies/Activities](#)

[Annual Review and Update](#)

[Budget Summary](#)

[Appendix A: Plan Requirements for Title I Schoolwide Programs](#)

[Appendix B: Plan Requirements for Schools to Meet Federal School Improvement Planning Requirements](#)

[Appendix C: Select State and Federal Programs](#)

For additional questions or technical assistance related to LEA and school planning, please contact the Local Agency Systems Support Office, at [LCFF@cde.ca.gov](mailto:LCFF@cde.ca.gov).

For programmatic or policy questions regarding Title I schoolwide planning, please contact the local educational agency, or the CDE's Title I Policy and Program Guidance Office at [TITLEI@cde.ca.gov](mailto:TITLEI@cde.ca.gov).

For questions or technical assistance related to meeting federal school improvement planning requirements (for CSI, TSI, and ATSI), please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

## Purpose and Description

Schools identified for Comprehensive Support and Improvement (CSI), Targeted Support and Improvement (TSI), or Additional Targeted Support and Improvement (ATSI) must respond to the following prompts. A school that has not been identified for CSI, TSI, or ATSI may delete the Purpose and Description prompts.

### Purpose

Briefly describe the purpose of this plan by selecting from Schoolwide Program, Comprehensive Support and Improvement, Targeted Support and Improvement, or Additional Targeted Support and Improvement)

### Description

Briefly describe the school's plan for effectively meeting ESSA requirements in alignment with the Local Control and Accountability Plan and other federal, state, and local programs.

## Stakeholder Involvement

Meaningful involvement of parents, students, and other stakeholders is critical to the development of the SPSA and the budget process. Schools must share the SPSA with school site-level advisory groups, as applicable (e.g., English Learner Advisory committee, student advisory groups, tribes and tribal organizations present in the community, as appropriate, etc.) and seek input from these advisory groups in the development of the SPSA.

The Stakeholder Engagement process is an ongoing, annual process. Describe the process used to involve advisory committees, parents, students, school faculty and staff, and the community in the development of the SPSA and the annual review and update.

*[This section meets the requirements for TSI and ATSI.]*

*[When completing this section for CSI, the LEA shall partner with the school in the development and implementation of this plan.]*

## Resource Inequities

Schools eligible for CSI or ATSI must identify resource inequities, which may include a review of LEA- and school-level budgeting as a part of the required needs assessment. Identified resource inequities must be addressed through implementation of the CSI or ATSI plan. Briefly identify and describe any resource inequities identified as a result of the required needs assessment and summarize how the identified resource inequities are addressed in the SPSA.

*[This section meets the requirements for CSI and ATSI. If the school is not identified for CSI or ATSI this section is not applicable and may be deleted.]*

## Goals, Strategies, Expenditures, & Annual Review

In this section a school provides a description of the annual goals to be achieved by the school. This section also includes descriptions of the specific planned strategies/activities a school will take to meet the identified goals, and a description of the expenditures required to implement the specific strategies and activities.

### Goal

State the goal. A goal is a broad statement that describes the desired result to which all strategies/activities are directed. A goal answers the question: What is the school seeking to achieve?

It can be helpful to use a framework for writing goals such as the S.M.A.R.T. approach. A S.M.A.R.T. goal is one that is **S**pecific, **M**easurable, **A**chievable, **R**ealistic, and **T**ime-bound. A level of specificity is needed in order to measure performance relative to the goal as well as to assess whether it is reasonably achievable. Including time constraints, such as milestone dates, ensures a realistic approach that supports student success.

A school may number the goals using the "Goal #" for ease of reference.

*[When completing this section for CSI, TSI, and ATSI, improvement goals shall align to the goals, actions, and services in the LEA LCAP.]*

### Identified Need

Describe the basis for establishing the goal. The goal should be based upon an analysis of verifiable state data, including local and state indicator data from the California School Dashboard (Dashboard) and data from the School Accountability Report Card, including local data voluntarily collected by districts to measure pupil achievement.

*[Completing this section fully addresses all relevant federal planning requirements]*

### Annual Measurable Outcomes

Identify the metric(s) and/or state indicator(s) that the school will use as a means of evaluating progress toward accomplishing the goal. A school may identify metrics for specific student groups. Include in the baseline column the most recent data associated with the metric or indicator available at the time of adoption of the SPSA. The most recent data associated with a metric or indicator includes data reported in the annual update of the SPSA. In the subsequent Expected Outcome column, identify the progress the school intends to make in the coming year.

*[When completing this section for CSI the school must include school-level metrics related to the metrics that led to the school's identification.]*

*[When completing this section for TSI/ATSI the school must include metrics related to the specific student group(s) that led to the school's identification.]*

### Strategies/Activities

Describe the strategies and activities being provided to meet the described goal. A school may number the strategy/activity using the "Strategy/Activity #" for ease of reference.

Planned strategies/activities address the findings of the needs assessment consistent with state priorities and resource inequities, which may have been identified through a review of the local educational agency’s budgeting, its local control and accountability plan, and school-level budgeting, if applicable.

*[When completing this section for CSI, TSI, and ATSI, this plan shall include evidence-based interventions and align to the goals, actions, and services in the LEA LCAP.]*

*[When completing this section for CSI and ATSI, this plan shall address through implementation, identified resource inequities, which may have been identified through a review of LEA- and school-level budgeting.]*

## **Students to be Served by this Strategy/Activity**

Indicate in this box which students will benefit from the strategies/activities by indicating “All Students” or listing one or more specific student group(s) to be served.

*[This section meets the requirements for CSI.]*

*[When completing this section for TSI and ATSI, at a minimum, the student groups to be served shall include the student groups that are consistently underperforming, for which the school received the TSI or ATSI designation. For TSI, a school may focus on all students or the student group(s) that led to identification based on the evidence-based interventions selected.]*

## **Proposed Expenditures for this Strategy/Activity**

For each strategy/activity, list the amount(s) and funding source(s) for the proposed expenditures for the school year to implement these strategies/activities. Specify the funding source(s) using one or more of the following: LCFF, Federal (if Federal, identify the Title and Part, as applicable), Other State, and/or Local.

Proposed expenditures that are included more than once in a SPSA should be indicated as a duplicated expenditure and include a reference to the goal and strategy/activity where the expenditure first appears in the SPSA. Pursuant to Education Code, Section 64001(g)(3)(C), proposed expenditures, based on the projected resource allocation from the governing board or governing body of the LEA, to address the findings of the needs assessment consistent with the state priorities including identifying resource inequities which may include a review of the LEA’s budgeting, its LCAP, and school-level budgeting, if applicable.

*[This section meets the requirements for CSI, TSI, and ATSI.]*

*[NOTE: Federal funds for CSI shall not be used in schools identified for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*

## **Annual Review**

In the following Analysis prompts, identify any material differences between what was planned and what actually occurred as well as significant changes in strategies/activities and/ or expenditures from the prior year. This annual review and analysis should be the basis for decision-making and updates to the plan.

## Analysis

Using actual outcome data, including state indicator data from the Dashboard, analyze whether the planned strategies/activities were effective in achieving the goal. Respond to the prompts as instructed. Respond to the following prompts relative to this goal. If the school is in the first year of implementing the goal the Annual Review section is not required and this section may be deleted.

- Describe the overall implementation of the strategies/activities and the overall effectiveness of the strategies/activities to achieve the articulated goal.
- Briefly describe any major differences between either/or the intended implementation or the budgeted expenditures to implement the strategies/activities to meet the articulated goal.
- Describe any changes that will be made to the goal, expected annual measurable outcomes, metrics/indicators, or strategies/activities to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard, as applicable. Identify where those changes can be found in the SPSA.

*[When completing this section for CSI, TSI, or ATSI, any changes made to the goals, annual measurable outcomes, metrics/indicators, or strategies/activities, shall meet the CSI, TSI, or ATSI planning requirements. CSI, TSI, and ATSI planning requirements are listed under each section of the Instructions. For example, as a result of the Annual Review and Update, if changes are made to a goal(s), see the Goal section for CSI, TSI, and ATSI planning requirements.]*

## Budget Summary

In this section a school provides a brief summary of the funding allocated to the school through the ConApp and/or other funding sources as well as the total amount of funds for proposed expenditures described in the SPSA. The Budget Summary is required for schools funded through the ConApp and that receive federal funds for CSI. If the school is not operating a Title I schoolwide program this section is not applicable and may be deleted.

*From its total allocation for CSI, the LEA may distribute funds across its schools that meet the criteria for CSI to support implementation of this plan. In addition, the LEA may retain a portion of its total allocation to support LEA-level expenditures that are directly related to serving schools eligible for CSI.*

## Budget Summary

A school receiving funds allocated through the ConApp should complete the Budget Summary as follows:

- Total Funds Provided to the School Through the Consolidated Application: This amount is the total amount of funding provided to the school through the ConApp for the school year. The school year means the fiscal year for which a SPSA is adopted or updated.
- Total Funds Budgeted for Strategies to Meet the Goals in the SPSA: This amount is the total of the proposed expenditures from all sources of funds associated with the strategies/activities reflected in the SPSA. To the extent strategies/activities and/or proposed expenditures are listed in the SPSA under more than one goal, the expenditures should be counted only once.

A school receiving federal funds for CSI should complete the Budget Summary as follows:



- Total Federal Funds Provided to the School from the LEA for CSI: This amount is the total amount of funding provided to the school from the LEA.

*[NOTE: Federal funds for CSI shall not be used in schools eligible for TSI or ATSI. In addition, funds for CSI shall not be used to hire additional permanent staff.]*



# Appendix A: Plan Requirements

## Schoolwide Program Requirements

This School Plan for Student Achievement (SPSA) template meets the requirements of a schoolwide program plan. The requirements below are for planning reference.

A school that operates a schoolwide program and receives funds allocated through the ConApp is required to develop a SPSA. The SPSA, including proposed expenditures of funds allocated to the school through the ConApp, must be reviewed annually and updated by the SSC. The content of a SPSA must be aligned with school goals for improving student achievement.

### Requirements for Development of the Plan

- I. The development of the SPSA shall include both of the following actions:
  - A. Administration of a comprehensive needs assessment that forms the basis of the school's goals contained in the SPSA.
    1. The comprehensive needs assessment of the entire school shall:
      - a. Include an analysis of verifiable state data, consistent with all state priorities as noted in Sections 52060 and 52066, and informed by all indicators described in Section 1111(c)(4)(B) of the federal Every Student Succeeds Act, including pupil performance against state-determined long-term goals. The school may include data voluntarily developed by districts to measure pupil outcomes (described in the Identified Need); and
      - b. Be based on academic achievement information about all students in the school, including all groups under §200.13(b)(7) and migratory children as defined in section 1309(2) of the ESEA, relative to the State's academic standards under §200.1 to—
        - i. Help the school understand the subjects and skills for which teaching and learning need to be improved; and
        - ii. Identify the specific academic needs of students and groups of students who are not yet achieving the State's academic standards; and
        - iii. Assess the needs of the school relative to each of the components of the schoolwide program under §200.28.
        - iv. Develop the comprehensive needs assessment with the participation of individuals who will carry out the schoolwide program plan.
        - v. Document how it conducted the needs assessment, the results it obtained, and the conclusions it drew from those results.
  - B. Identification of the process for evaluating and monitoring the implementation of the SPSA and progress towards accomplishing the goals set forth in the SPSA (described in the Expected Annual Measurable Outcomes and Annual Review and Update).

### Requirements for the Plan

- II. The SPSA shall include the following:
  - A. Goals set to improve pupil outcomes, including addressing the needs of student groups as identified through the needs assessment.

- B. Evidence-based strategies, actions, or services (described in Strategies and Activities)
1. A description of the strategies that the school will be implementing to address school needs, including a description of how such strategies will--
    - a. provide opportunities for all children including each of the subgroups of students to meet the challenging state academic standards
    - b. use methods and instructional strategies that:
      - i. strengthen the academic program in the school,
      - ii. increase the amount and quality of learning time, and
      - iii. provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well-rounded education.
    - c. Address the needs of all children in the school, but particularly the needs of those at risk of not meeting the challenging State academic standards, so that all students demonstrate at least proficiency on the State’s academic standards through activities which may include:
      - i. strategies to improve students’ skills outside the academic subject areas;
      - ii. preparation for and awareness of opportunities for postsecondary education and the workforce;
      - iii. implementation of a schoolwide tiered model to prevent and address problem behavior;
      - iv. professional development and other activities for teachers, paraprofessionals, and other school personnel to improve instruction and use of data; and
      - v. strategies for assisting preschool children in the transition from early childhood education programs to local elementary school programs.
- C. Proposed expenditures, based on the projected resource allocation from the governing board or body of the local educational agency (may include funds allocated via the ConApp, federal funds for CSI, any other state or local funds allocated to the school), to address the findings of the needs assessment consistent with the state priorities, including identifying resource inequities, which may include a review of the LEAs budgeting, it’s LCAP, and school-level budgeting, if applicable (described in Proposed Expenditures and Budget Summary). Employees of the schoolwide program may be deemed funded by a single cost objective.
- D. A description of how the school will determine if school needs have been met (described in the Expected Annual Measurable Outcomes and the Annual Review and Update).
1. Annually evaluate the implementation of, and results achieved by, the schoolwide program, using data from the State's annual assessments and other indicators of academic achievement;
  2. Determine whether the schoolwide program has been effective in increasing the achievement of students in meeting the State's academic standards, particularly for those students who had been furthest from achieving the standards; and
  3. Revise the plan, as necessary, based on the results of the evaluation, to ensure continuous improvement of students in the schoolwide program.

- E. A description of how the school will ensure parental involvement in the planning, review, and improvement of the schoolwide program plan (described in Stakeholder Involvement and/or Strategies/Activities).
- F. A description of the activities the school will include to ensure that students who experience difficulty attaining proficient or advanced levels of academic achievement standards will be provided with effective, timely additional support, including measures to
  - 1. Ensure that those students' difficulties are identified on a timely basis; and
  - 2. Provide sufficient information on which to base effective assistance to those students.
- G. For an elementary school, a description of how the school will assist preschool students in the successful transition from early childhood programs to the school.
- H. A description of how the school will use resources to carry out these components (described in the Proposed Expenditures for Strategies/Activities).
- I. A description of any other activities and objectives as established by the SSC (described in the Strategies/Activities).

Authority Cited: S Title 34 of the Code of Federal Regulations (34 CFR), sections 200.25-26, and 200.29, and sections-1114(b)(7)(A)(i)-(iii) and 1118(b) of the ESEA. EC sections 6400 et. seq.

## Appendix B:

### Plan Requirements for School to Meet Federal School Improvement Planning Requirements

For questions or technical assistance related to meeting Federal School Improvement Planning Requirements, please contact the CDE's School Improvement and Support Office at [SISO@cde.ca.gov](mailto:SISO@cde.ca.gov).

#### Comprehensive Support and Improvement

The LEA shall partner with stakeholders (including principals and other school leaders, teachers, and parents) to locally develop and implement the CSI plan for the school to improve student outcomes, and specifically address the metrics that led to eligibility for CSI (Stakeholder Involvement).

The CSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable);
2. Include evidence-based interventions (Strategies/Activities, Annual Review and Update, as applicable) (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" at <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>);
3. Be based on a school-level needs assessment (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
4. Identify resource inequities, which may include a review of LEA- and school-level budgeting, to be addressed through implementation of the CSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities; and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(A), 1003(i), 1111(c)(4)(B), and 1111(d)(1) of the ESSA.

#### Targeted Support and Improvement

In partnership with stakeholders (including principals and other school leaders, teachers, and parents) the school shall develop and implement a school-level TSI plan to improve student outcomes for each subgroup of students that was the subject of identification (Stakeholder Involvement).

The TSI plan shall:

1. Be informed by all state indicators, including student performance against state-determined long-term goals (Goal, Identified Need, Expected Annual Measurable Outcomes, Annual Review and Update, as applicable); and
2. Include evidence-based interventions (Planned Strategies/Activities, Annual Review and Update, as applicable). (For resources related to evidence-based interventions, see the U.S. Department of Education's "Using Evidence to Strengthen Education Investments" <https://www2.ed.gov/policy/elsec/leg/essa/guidanceuseseseinvestment.pdf>.)

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B) and 1111(d)(2) of the ESSA.

## **Additional Targeted Support and Improvement**

A school identified for ATSI shall:

1. Identify resource inequities, which may include a review of LEA- and school-level budgeting, which will be addressed through implementation of its TSI plan (Goal, Identified Need, Expected Annual Measurable Outcomes, Planned Strategies/Activities, and Annual Review and Update, as applicable).

Authority Cited: Sections 1003(e)(1)(B), 1003(i), 1111(c)(4)(B), and 1111(d)(2)(c) of the ESSA.

## **Single School Districts and Charter Schools Identified for School Improvement**

Single school districts (SSDs) or charter schools that are identified for CSI, TSI, or ATSI, shall develop a SPSA that addresses the applicable requirements above as a condition of receiving funds (EC Section 64001[a] as amended by Assembly Bill [AB] 716, effective January 1, 2019).

However, a SSD or a charter school may streamline the process by combining state and federal requirements into one document which may include the local control and accountability plan (LCAP) and all federal planning requirements, provided that the combined plan is able to demonstrate that the legal requirements for each of the plans is met (EC Section 52062[a] as amended by AB 716, effective January 1, 2019).

Planning requirements for single school districts and charter schools choosing to exercise this option are available in the LCAP Instructions.

Authority Cited: EC sections 52062(a) and 64001(a), both as amended by AB 716, effective January 1, 2019.

## Appendix C: Select State and Federal Programs

**For a list of active programs, please see the following links:**

Programs included on the Consolidated Application: <https://www.cde.ca.gov/fg/aa/co/>

ESSA Title I, Part A: School Improvement: <https://www.cde.ca.gov/sp/sw/t1/schoolsupport.asp>

Available Funding: <https://www.cde.ca.gov/fg/fo/af/>

Developed by the California Department of Education, January 2019

# Coversheet

## 2021 LCFF Budget Overview for Parents

**Section:** IV. Action Items  
**Item:** E. 2021 LCFF Budget Overview for Parents  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:** 2021-22 LCFF Budget Overview for Parents-Final-6.9.2021.pdf

**RECOMMENDATION:**

We recommend that the MWA Board approves the Budget Overview for Parents.

## 2021-22 LCFF Budget Overview for Parents Data Input Sheet

<b>Local Educational Agency (LEA) Name:</b>	Making Waves Academy
<b>CDS Code:</b>	07100740114470
<b>LEA Contact Information:</b>	Name: Elizabeth Martinez Position: Chief of Staff Phone: 510-227-9856
<b>Coming School Year:</b>	2021-22
<b>Current School Year:</b>	2020-21

\*NOTE: The "High Needs Students" referred to in the tables below are Unduplicated Students for LCFF funding purposes.

<b>Projected General Fund Revenue for the 2021-22 School Year</b>	<b>Amount</b>
<b>Total LCFF Funds</b>	\$12,104,573
<b>LCFF Supplemental &amp; Concentration Grants</b>	\$2,370,062
<b>All Other State Funds</b>	\$2,314,568
<b>All Local Funds</b>	\$9,256,826
<b>All federal funds</b>	\$3,438,590
<b>Total Projected Revenue</b>	\$27,114,557

<b>Total Budgeted Expenditures for the 2021-22 School Year</b>	<b>Amount</b>
<b>Total Budgeted General Fund Expenditures</b>	\$27,064,557
<b>Total Budgeted Expenditures in the LCAP</b>	\$3,414,986
<b>Total Budgeted Expenditures for High Needs Students in the LCAP</b>	\$3,414,986
<b>Expenditures not in the LCAP</b>	\$23,649,571

<b>Expenditures for High Needs Students in the 2020-21 School Year</b>	<b>Amount</b>
<b>Total Budgeted Expenditures for High Needs Students in the Learning Continuity Plan</b>	\$1,639,204
<b>Actual Expenditures for High Needs Students in Learning Continuity Plan</b>	\$1,540,187

<b>Funds for High Needs Students</b>	<b>Amount</b>
<b>2021-22 Difference in Projected Funds and Budgeted Expenditures</b>	\$1,044,924
<b>2020-21 Difference in Budgeted and Actual Expenditures</b>	\$-99,017

<b>Required Prompts(s)</b>	<b>Response(s)</b>
<b>Briefly describe any of the General Fund Budget Expenditures for the school year not included in the Local Control and Accountability Plan (LCAP).</b>	General Fund Budget Expenditures not included in the LCP include Information Technology, Operations, Student Food, Facility Rent, Janitorial Contracts, Faculty and Staff Professional Development, Special Education Program, Teacher Salaries, Support Staff, Leadership Salaries and General Instructional Materials.
<b>The total actual expenditures for actions and services to increase or improve services for high needs students in 2020-21 is less than the total budgeted expenditures for those planned actions</b>	Our school does not identify a material impact on services provided to high needs students in 2020-21 as a results of this discrepancy between planned actions and services and expected outcome. The primary reason for the gap between the originally budget and estimated actuals is in person services. In person instruction did not materialized as planned due



<p><b>and services. Briefly describe how this difference impacted the actions and services and the overall increased or improved services for high needs students in 2020-21.</b></p>	<p>to ongoing issues with COVID that delayed the re-opening date (pushed back to August 2021) and we have not implement the Math Pilot program.</p>
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## LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Making Waves Academy

CDS Code: 07100740114470

School Year: 2021-22

LEA contact information:

Elizabeth Martinez

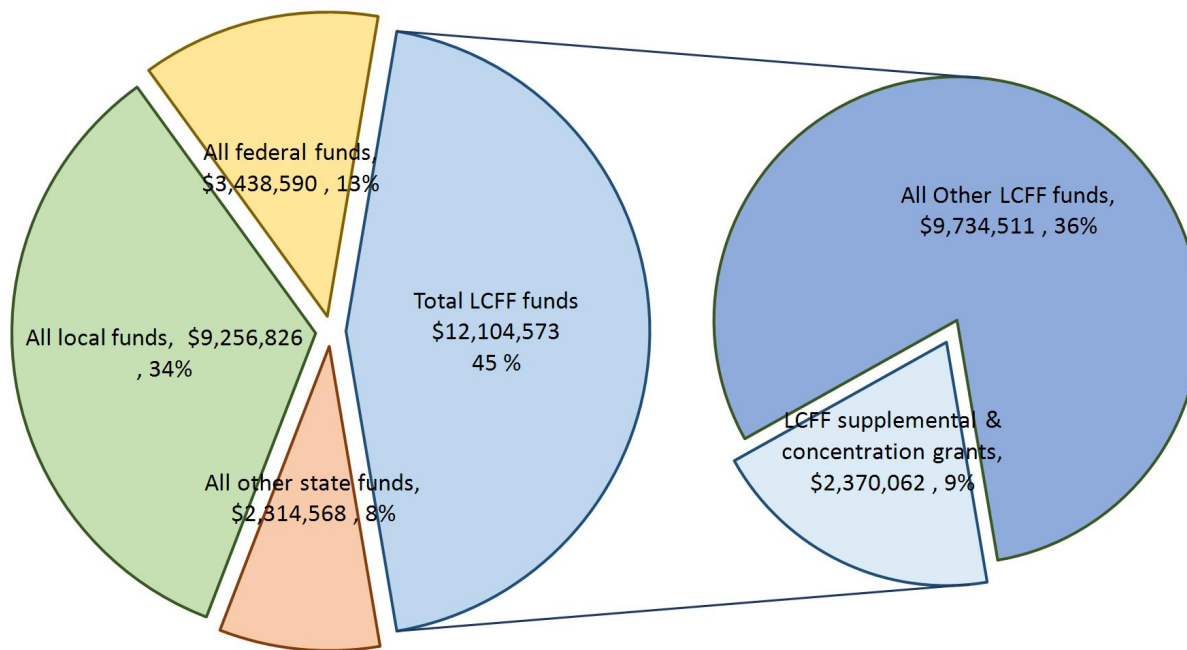
Chief of Staff

510-227-9856

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

### Budget Overview for the 2021-22 School Year

#### Projected Revenue by Fund Source



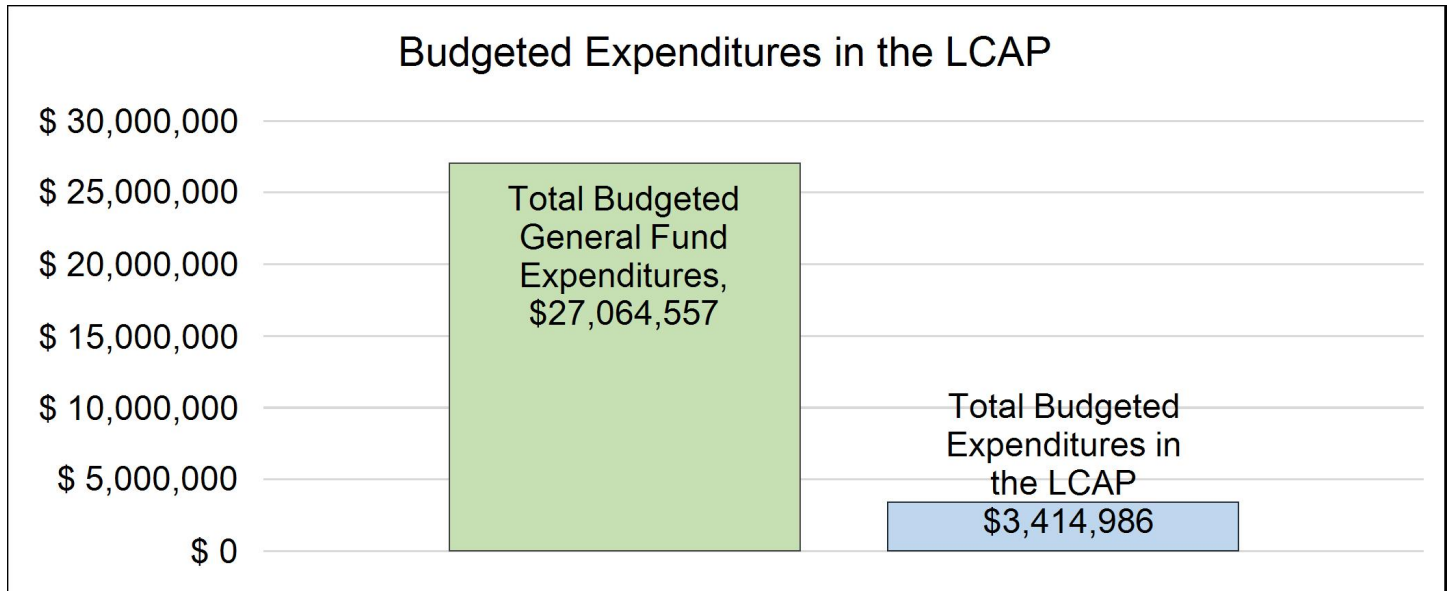
This chart shows the total general purpose revenue Making Waves Academy expects to receive in the coming year from all sources.

The total revenue projected for Making Waves Academy is \$27,114,557, of which \$12,104,573 is Local Control Funding Formula (LCFF), \$2,314,568 is other state funds, \$9,256,826 is local funds, and \$3,438,590 is federal funds. Of the \$12,104,573 in LCFF Funds, \$2,370,062 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).



## LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Making Waves Academy plans to spend for 2021-22. It shows how much of the total is tied to planned actions and services in the LCAP.

Making Waves Academy plans to spend \$27,064,557 for the 2021-22 school year. Of that amount, \$3,414,986 is tied to actions/services in the LCAP and \$23,649,571 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

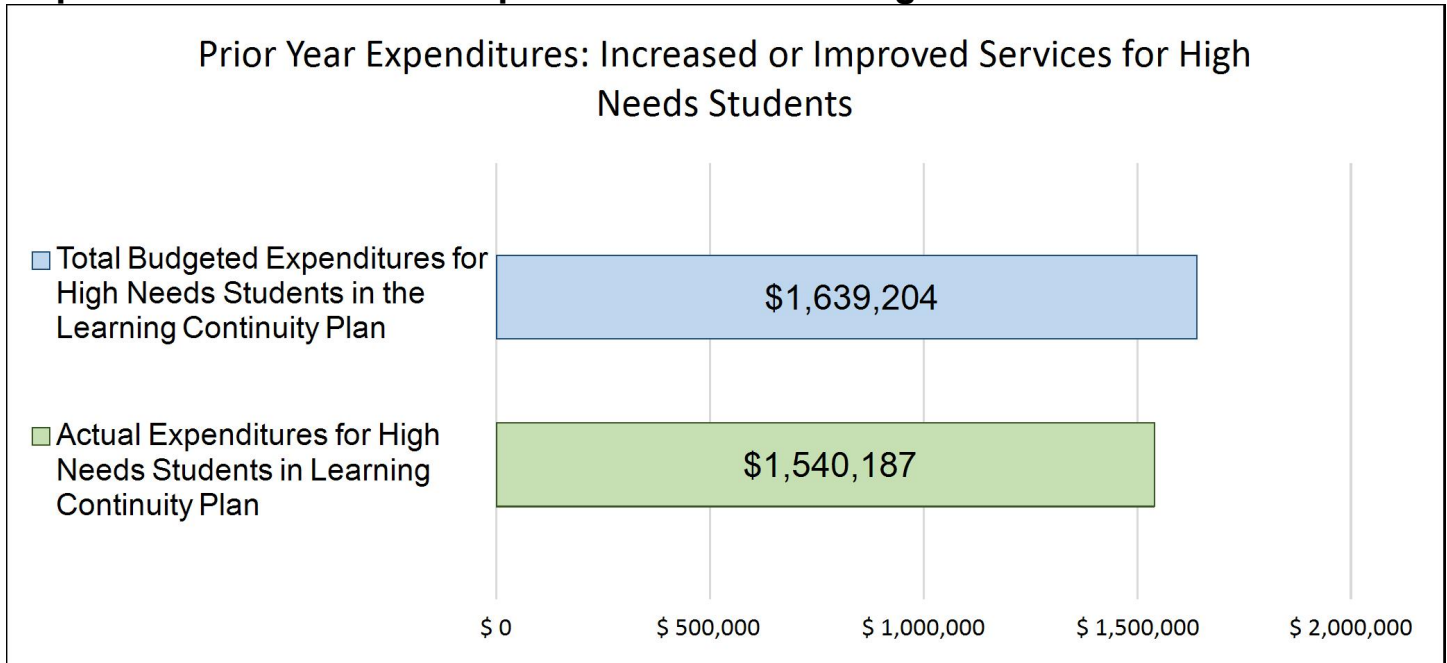
General Fund Budget Expenditures not included in the LCP include Information Technology, Operations, Student Food, Facility Rent, Janitorial Contracts, Faculty and Staff Professional Development, Special Education Program, Teacher Salaries, Support Staff, Leadership Salaries and General Instructional Materials.

### Increased or Improved Services for High Needs Students in the LCAP for the 2021-22 School Year

In 2021-22, Making Waves Academy is projecting it will receive \$2,370,062 based on the enrollment of foster youth, English learner, and low-income students. Making Waves Academy must describe how it intends to increase or improve services for high needs students in the LCAP. Making Waves Academy plans to spend \$3,414,986 towards meeting this requirement, as described in the LCAP.

## LCFF Budget Overview for Parents

### Update on Increased or Improved Services for High Needs Students in 2020-21



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

In 2020-21, Making Waves Academy's Learning Continuity Plan budgeted \$1,639,204 for planned actions to increase or improve services for high needs students. Making Waves Academy actually spent \$1,540,187 for actions to increase or improve services for high needs students in 2020-21.

Our school does not identify a material impact on services provided to high needs students in 2020-21 as a result of this discrepancy between planned actions and services and expected outcome. The primary reason for the gap between the originally budget and estimated actuals is in person services. In person instruction did not materialize as planned due to ongoing issues with COVID that delayed the re-opening date (pushed back to August 2021) and we have not implemented the Math Pilot program.

# MAKING WAVES ACADEMY

## Budget Overview for Parents 2021-22

### All Local Funds Details

LOCAL FUNDS	AMOUNT
MEASURE G PARCEL TAX	\$309,176
PHILANTHROPIC CONTRIBUTION – JOHN REGINA SCULLY (JRS)	\$7,632,650
SCHOOL SUPPLIES DONATIONS	\$6,000
IN-KIND DONATIONS	\$9,000
PHILANTHROPIC CONTRIBUTION – OTHERS	\$1,300,000
<b>TOTAL</b>	<b>\$9,256,826</b>

# Coversheet

## 2021 Local Control Accountability Plan (LCAP)

**Section:** IV. Action Items

**Item:** F. 2021 Local Control Accountability Plan (LCAP)

**Purpose:** Vote

**Submitted by:**

**Related Material:**

2021 LCAP Executive Summary\_abn edit.pdf

2021\_Local\_Control\_and\_Accountability\_Plan\_Making\_Waves\_Academy\_20210610.pdf



## 2021 LCAP Executive Summary

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Making Waves Academy engaged key stakeholders in the creation of the LCAP (Local Control Accountability Plan) which, once approved by the MWA Board, will be effective for the next three academic years (2021-22 through 2023-24). The purpose of this document is to summarize the process of engagement and share which input from the community was added to the LCAP in the form of actions.

**Process:** Making Waves Academy leadership drafted the LCAP to reflect updated progress to goals and new action items. Once completed, the LCAP was brought forth in a draft form, translated into both English and Spanish, to our stakeholders for feedback and input.

Participants had the opportunity to review the document in full, and then meet in groups to discuss and capture what we should “start doing”, “stop doing”, and “continue to do” in service of each LCAP Goal. MWA School Leadership hosted five different engagement sessions:

- “LCAP Public Hearing” hosted by the School Site Council on 5/12/2021
- English Learner Advisory Committee (ELAC) LCAP Stakeholder Engagement Session on 5/20/2021
- Open Morning Session for Stakeholder Engagement on 5/25/2021
- Black/African American Student Achievement Initiative (B/AASAI) Stakeholder Engagement Session on 5/26/2021
- Faculty Stakeholder Engagement Session on 5/27/2021

Members of the Academic Instruction Team (AIT), and the School Senior Leadership Team (SSLT) met to analyze the input and to identify the feedback trends from our stakeholders. The following 3 buckets were identified:

- Recommended new LCAP action items
- Additions to existing LCAP action items
- Helpful feedback to share with leadership that isn’t relevant to the LCAP

After distilling the feedback, please find the recommendations for additions and edits to our 2021-2024 LCAP organized by LCAP goal in the chart on the next page.





Goal	New Action	Add to Existing Action
1	Develop and refine MWA's approach to Enrichment in alignment with Ed Code	Involve teachers to create culturally responsive "look-fors" when adopting new curriculum
2	No new action: Community agrees that ELD Professional Development is important and should be prioritized.	No refinements made
3	Refine approach to training parents who assume leadership roles.	No refinements made
4	Implement a cadence of training in service of this goal: <ul style="list-style-type: none"> <li>● Professional training for teachers/staff to understand CTE pathways/become CTE instructors</li> <li>● Cross-content/ grade level workgroups to support APs</li> <li>● Add mid-year data analysis of AP student progress to assess potential pass rate/need for intervention</li> </ul>	Include "all faculty" the groups receiving report outs on College and Career data.
5	No new actions added.	Include "all faculty" the groups receiving report outs on SARB process and data.
6	Continue to refine Social Emotional Learning (SEL) advisory curriculum	No new actions added.
7	Refine and align Encore/Art and World Languages Program: <ul style="list-style-type: none"> <li>● Build out world language program</li> <li>● Align Encore/Art elective programs between MS and US</li> </ul>	Ensure all CTC pathways are available to all students (ELs, SPED, tiered, etc.)



***Learn. Graduate. Give Back.***

# Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

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

## Plan Summary [2021-22]

### General Information

A description of the LEA, its schools, and its students.

Making Waves Academy (MWA) is a 5th through 12th grade public charter school, authorized by the Contra Costa County Office of Education. The Making Waves Academy mission is to rigorously and holistically prepare students to gain acceptance to and graduate from college, to ultimately become valuable contributors to the workforce and to their communities. Our mission was established in an effort to address the disparity in educational opportunity that exists between urban and suburban youth. Our goal is for at least 70% of our students to earn an appropriately challenging post-secondary degree, and graduate with minimal college debt. To this end, we provide students and families with a variety of services and academic programming that follows them from the time they enter our community as fifth graders, through the time that they graduate from college. These offerings include a rigorous and challenging curriculum, a robust art and enrichment program, an athletics program that begins in middle school, regular parent meetings, therapeutic counseling, and college and career coaching. MWA has recently merged the Middle School and Upper School under one academy wide leadership to promote engagement and alignment school-wide. 1080 students enrolled (89.2% Hispanic, 7.3% African American and 3.5% other) . Of the 1080 students served, 89.7% are socioeconomically disadvantaged qualifying for Free & Reduced Meals; 19.5% are English Learners, .4% are foster youth and approximately 5% are students with disabilities. During the 2018-19 school year 95% of seniors are transitioning to a four-year or two year community college (75% four year and 20% Community College). MWA received its six-year Western Association of Schools and Colleges (WASC) accreditation renewal beginning in the fall of 2014, successfully completed its mid-cycle review in the fall of 2016 and is currently in WASC year 1, after having completed the year six visit in March, 2020.

Our primary goals in serving our students were formed through the WASC process, and approved by the MWA board. They are as follows:

1. Support for All Learners:

Develop and refine vertically aligned programs to support all learners.

2. College and Career Readiness:

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

3. Diversity, Equity and Inclusion

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

## Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Making Waves Academy is proud of implementing practices and protocols that support new programs to address our students' critical learning needs. MWA has achieved progress toward state indicators and local performance indicators in the following ways;

1. Through the reorganization and alignment of all leadership under a one-school model, we have seen a stronger alignment in our instructional practices and school culture. Part of this reorganization included the addition of an Academic Support Services team, which has enhanced our aligned Response to Intervention approach and a Holistic Support Services team, which ensures our students have access to Social-Emotional Well-Being supports including clinicians, social workers, deans of students and SEL curriculum.
2. By adding the Director of Family Engagement and School Culture role in the prior year, MWA has seen an increase in stakeholder feedback and participation in multiple spaces, including in the School Site Council (SSC), English Language Advisory Committee (ELAC), and in response to surveys, all of which reflects outreach efforts to parents and students.
3. An increase in capacity building with the School Site council through comprehensive and interactive training presentations has allowed for both newer and returning members feel more comfortable about their ability to contribute meaningful input.
4. Our ELD Coordinator has implemented a full implementation of a Structured English Immersion program, many students were reclassified as being proficient in English. This high reclassification rate has been celebrated annually with an award ceremony since Spring of 2019 and again in Spring 2021.
5. We continue to find a positive correlation between parent attendance at English Language Advisory Committee Meetings and student rates of reclassification; we will continue to encourage parent participation in these spaces to bolster our progress toward supporting English Language Learners.
6. At the upper school, students now have expanded course options and additional systems in place to alert them of their progress with respect to high school graduation and college-readiness. In effect, there are better feedback loops to raise alerts sooner for students who are not on track. We have added the launch of a health pathway and have completed the research to implement a soft launch of a coding pathway starting next academic year.
7. Our Holistic Support Services team has integrated Social Emotional Learning into our advisory period, which students engage in for 30 minutes Monday-Thursday. This effort was a result of collaboration between our team and external consultants.
8. We have implemented an aligned bell schedule, which will allow for stronger collaboration between middle and upper school under our one school model.
9. As reflected on the 2019 California Dashboard, our ELA scores have improved and are now in the green. We attribute this to strong professional development and standards aligned curriculum.

## Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

As reflected in the Fall 2019 California School Dashboard data the following areas have been identified as greatest needs:

### Math

While our ELA Scores have increased, we have work to do in the area of math to support all learners. In adhering to our plan to review data twice per quarter, we analyzed and reflected on the data to alert us of the need to address African American and SPED student achievement data. Through our process, we identified that of our African American and SPED students were still lagging behind their peers academically in aggregate. In ELA, African American and SPED students were in the Red in comparison to Hispanic students being in the yellow. Upon discussing the data with Academic Intervention Services, we engaged with a service provider to help us assess and develop a plan that will address our low-income, Tier 3, and African American students for the 2019-20 school year. Additionally, when back on campus and during the 2019 school year, MWA has adjusted its Saturday Academy program in the Middle School to include targeted support for English Learners, Tier 3 students, and GATE students, and in the upper school to provide academic support for all students and targeted support for students enrolled in AP classes or those that are preparing for the SAT exam. Most recently, we have implemented IXL, an instructional and diagnostic tool across our academy and have seen great success here with over 2,500 skills mastered, we are seeing an increase in student learning data on our interim assessments and anticipate our 2021 SBAC scores to check for progress.

### Chronic Absenteeism

Our overall chronic absenteeism rate of 7.6% in 2019, decreased by .02% from the year prior, placing us in the orange for all students. African American students chronic absenteeism increased by 6.7%, English Learners increased by 2.9%, Hispanic students increased by 1.5%, and Socially Disadvantaged students increased by 1.2%. Our Holistic Support Services offices is committed to addressing the chronic absenteeism rates by having fidelity to our SARB process. We are devoted to maintaining our school-wide ADA monthly goal of 97%. Our Deans of Students are communicating extensively to our families about the importance of attending school, daily. The Deans are spearheading family mailings, and grade level meetings to address our ADA goals, and to communicate instructional days as captured in our 2019-20 MWA master calendar. While we celebrated our process for attendance during remote learning, there is a small number of students that we have not been able to reach. We will continue to focus on intervention with respect to our English Learners, African American students, with an emphasis on mathematics skill development through programming that includes differentiated tiered instruction, Marlin Hour, Summer Academy, Saturday Academy, and implementation of interim assessments including the Mathematics Diagnostic Testing Project and Achievement Network systems to create a continuous cycle of data driven teaching and learning. To address our suspension rates, we will continue to partner with parents, clinicians, MWA social workers, and our deans of students to support teachers in addressing our students social-emotional needs. We will also continue our work in implementing restorative practices such as peer mediation, community building and supporting students in establishing and striving toward their life dreams.

## LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

The key features of this year's LCAP are:

1. MWA has aligned leadership structure under a one-school model that is responsive to child development research with specific supports needed for our 5th and 6th grades, 7th through 9th graders and 10th through 12th graders. Our community has onboarded an academy wide Holistic Support Services Department, an Academic Intervention Services Team and refined our College and Career and Operations organizational structures to support our aligned mission.
2. Upper school has further built its Career and Technical Education pathway to include Intro to Health Services, Anatomy and Physiology, and Medical Terminology and will eventually include a coding pathway.
4. MWA has continued to focus on capacity building of teacher-leaders, mid-level administrators, and parent leaders through professional development and workshops.
5. We have onboarded new and refined WASC Goals.
6. Making Waves Academy outperformed high-performing districts within Contra Costa County when measuring the college and career readiness of socioeconomically disadvantaged students.

## Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

### Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

MWA was not identified for Comprehensive Support and Improvement, making this section not applicable.

### Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

MWA was not identified for Comprehensive Support and Improvement, making this section not applicable.

## Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

MWA was not identified for Comprehensive Support and Improvement, making this section not applicable.

# Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

School leaders across the academy worked to write the LCAP by engaging in reflective processes throughout the year. The LCAP will be reviewed and refined by feedback from our larger community through the LCAP Public Hearing and a series of stakeholder engagement sessions in the month of May. MWA School Leadership hosted five different engagement sessions: 1) "LCAP Public Hearing" hosted by the School Site Council on 5/12/2021 2) English Learner Advisory Committee (ELAC) LCAP Stakeholder Engagement Session on 5/20/2021, 3) Open Morning Session for Stakeholder Engagement on 5/25/2021, 4) Black/African American Student Achievement Initiative (B/AASAI) Stakeholder Engagement Session on 5/26/2021, and 5) Faculty Stakeholder Engagement Session on 5/27/2021.

A summary of the feedback provided by specific stakeholder groups.

Much of the feedback provided by stakeholder groups was consistent with the actions that are listed in the LCAP. Families and faculty agreed that professional development should focus on English Learner achievement, agreed with the usage of Lexia, our curriculum choices and course offerings. Families and faculty, wanted to ensure translation services at all family engagement activities, a refined process to ensure culturally responsive curriculum adoption and a continued focus on Social Emotional Learning.

A description of the aspects of the LCAP that were influenced by specific stakeholder input.

Please find new action items as well as refinements to current actions based on stakeholder input below:

- Goal 1:  
 New Action: Develop and refine MWA's approach to Enrichment in alignment with Ed Code  
 Add to Existing Action: Involve teachers to create culturally responsive "look fors" when adopting new curriculum
- Goal 2:  
 No new action: Community agrees that ELD Professional Development is important and should be prioritized.  
 No refinements made
- Goal 3:  
 New Action: Refine approach to training parents who assume leadership roles.  
 No refinements made
- Goal 4:  
 New Action: Implement a cadence of training in service of this goal. Including professional training for teachers/staff to understand CTE pathways/become CTE instructors, Cross-content/ grade level workgroups to support APs, Add mid-year data analysis of AP student progress to assess potential pass rate/need for intervention  
 Addition to Existing Action: Include "all faculty" the groups receiving report outs on College and Career data.



Goal 5:

No New action added

Addition to Existing Goal: Include “all faculty” the groups receiving report outs on SARB process and data.

Goal 6:

New Action: Continue to refine Social Emotional Learning (SEL) advisory curriculum

Goal 7:

New Action: Refine and align Encore/Art and World Languages Program: Build out world language program, Align Encore/Art elective programs between MS and US, Ensure all CTC pathways are available to all students (ELs, SPED, tiered, etc.)

# Goals and Actions

## Goal

Goal #	Description
1	The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))

An explanation of why the LEA has developed this goal.

This goal aligns with priority 1 under basic conditions of learning.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Standards Aligned Instructional Materials in all subject areas	Aligned curriculum in ELA, Science, Spanish, Health and Wellness, Art, Music.				Standards Aligned, Culturally Responsive Curriculum in all content areas.
Human Resources as built out their process for supporting the credentialing status of teachers.	Our systems are built, and being implemented.				100% of teachers appropriately assigned and making adequate progress towards their credential pathway.
Schedule for routine maintenance of key structural, equipment, appliance, and operational elements of the facility	Our systems and approach is being implemented.				Buildings remain in good repair.

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Credentials	<ol style="list-style-type: none"> <li>1. Provide more resources to support teachers to get their teacher credential and/or keep them current.</li> <li>2. Provide for explicit support for teacher interns and teacher residents to earn their credential.</li> <li>3. During the recruitment and selection process insure evidence of credentials of candidates occurs.</li> <li>4. Share updated information with our authorizer annually in October.</li> <li>5. Follow the process for annual review of faculty files and credentialing information.</li> </ol>	\$160,000.00	Yes
2	Engagement and Governance	<ol style="list-style-type: none"> <li>1. Follow the Annual Curriculum Review &amp; Adoption Plan:</li> <li>2. Research alternative ways to make curricular resources available to students using a variety of materials and platforms (e.g. hard copy, electronically, and online), take input from stakeholder groups and the School Site Council, and create a DRAFT for review by June 2020.</li> <li>3. Follow a process for the review and adoption new state curriculum for science and history materials, instructional materials, and textbooks.</li> <li>4. Specifically call out culturally responsive practices and materials in the curriculum review process.</li> </ol>	\$225,000.00	Yes
3	Review and Adopt new curriculum.	<ol style="list-style-type: none"> <li>1. Follow the Facilities Review Plan addressing routine maintenance of key structural, equipment, appliance, and operational elements of the facility.</li> <li>2. Post the schedule for scheduled inspections of key structural, equipment, appliance, and operational elements of the facility in a public space in the office and/or have copies of it in the office on file for review.</li> <li>3. Schedule training and professional development of key staff to help support the execution of the plan.</li> </ol>	\$118,594.00	Yes

Action #	Title	Description	Total Funds	Contributing
4	Credential process.	<ol style="list-style-type: none"> <li>1. MWA provides teacher residents with study aides that they can borrow and return; we assist with applications for provisional internship permit.</li> <li>2. MWA pays for the cost of the California CTC required Teacher Induction Program (TIP).</li> <li>3. The Talent Team at MWA obtains necessary information from candidates on credential status; HR obtains proof for new hires and/or checks the CA CTC website.</li> <li>4. As requested HR submits a list of faculty credential status by October each year.</li> <li>5. HR reviews faculty files annually each spring and meets with each faculty member who is on a credential agreement.</li> </ol>	\$79,172.00	Yes
5	Curriculum integration	<ol style="list-style-type: none"> <li>1. Annual review of curriculum and adoption plan is conducted by instructional leadership. Annual stakeholder hearing regarding the sufficiency of textbooks was conducted at the November 2020 SSC meeting. A textbook and supplemental learning materials listing was adopted by the board.</li> <li>2. Research of alternative ways to make curricular resources available to students using a variety of materials and platforms is done through various meetings held throughout the year, including the Curriculum Committee meetings.</li> <li>3. An annual stakeholder hearing regarding the sufficiency of textbooks was conducted at the November SSC Meeting. A textbook and supplemental learning materials listing was adopted by the board with a Board resolution.</li> </ol>	\$21,500.00	Yes
6	Facility Conditions.	<p>Schedule for regularly scheduled inspections of key structural, equipment, appliance, and operational elements of the facility.</p> <p>Schedule of any ongoing training or PD appropriate for the upkeep, maintenance, custodians, janitorial and gardening services, and inspection of structural, equipment, appliance, and operational</p>	\$1,025,782.00	Yes

Action #	Title	Description	Total Funds	Contributing
		elements of the facility. Schedule of an (annual, biannual, or triannual) inventory process re: the facilities, equipment, or appliances integral to the facility.		
7	Enrichment Curricular Programs	1-Pilot curricular enrichment programs that align with the state standards and are of interest to our community. (Curious Cardinals)	\$30,000.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Goals and Actions

## Goal

Goal #	Description
2	Implementation of Common Core State Standards, including how English Learner students will be enabled to gain academic content knowledge and English language proficiency

An explanation of why the LEA has developed this goal.

To align with priority 2: conditions of learning

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
ELD Training and Progress monitoring	Money allotted in the budget is utilized for state purposes for equipment, materials, and training <ul style="list-style-type: none"> <li>• 80% or more of the Professional Development plan is implemented</li> <li>• 100% or more of the progress monitoring system for English Language Development is implemented</li> </ul>				All staff are coached regularly on implementation of ELD professional development.

# Actions

Action #	Title	Description	Total Funds	Contributing
1	ELD data analysis	<p>1. Insure the plan addresses the following elements:</p> <p>A. Implementation Plan with timelines, milestones, &amp; who is responsible.</p> <p>B. Plan for ongoing professional development of faculty and administration through site-based and off-site training.</p> <p>C. Create a visiting committee to visit other schools.</p> <p>D. Plan and schedule for formal and informal observations of teachers to assess level of fidelity and implementation of CCSS.</p> <p>E. Section of formal teacher observations and lesson planning documents that address teacher efficacy with implementation of CCSS.</p> <p>2. Review CCSS elements as part of the annual Budget and LCAP process to insure alignment with CCSS implementation plan goals.</p> <p>3. Schedule semi-annual presentations to the MWA Board and larger community by way of updates on implementation and/or results – any data involving implementation data or student performance data, especially for Math performance.</p>	\$38,124.00	Yes
2	Appropriate implementation	<p>1. Develop a schedule for site-based and off-site training for ELD Coordinator and faculty.</p> <p>2. Implement ongoing formal &amp; informal evaluation and feedback.</p> <p>3. Implement a teacher evaluation tool that addresses the use of adopted ELD best practice instructional strategies.</p> <p>4. Share agreed upon best-practice ELD strategies through presentations to the MWA Board, CEO, and AIS group annually.</p> <p>5. Meet the goals for the new EL Initiatives.</p>	\$8,124.00	Yes

Action #	Title	Description	Total Funds	Contributing
3	Implementation of Success Metrics	1. Schedule for ELPAC Training of faculty and administrators and ELPAC testing for students. 2. Development of a comprehensive English Language Proficiency project plan for EL students. The plan should include: A. EL proficiency goals B. Adopted school-wide common best practice strategies to be implemented in all classrooms. C. Identify milestones of the plan that are shared regularly with administration, faculty, and parents. D. Reclassification targets for all students. E. Growth targets for the group of EL students that take into account student GPAs, performance on benchmark assessments, and final grades. F. Progress monitoring protocols for EL students and recently (within the last 3 years) reclassified students. G. Schedule for presentations to the MWA Board and CEO two times per year CEO and the AIS group three times per year. H. Standardize the EL Plan.	\$40,000.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.



A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Goals and Actions

## Goal

Goal #	Description
3	Parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

An explanation of why the LEA has developed this goal.

In alignment with Priority 3: Family Engagement

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance Data to Family Meetings	"Good" family participation				"Strong" family participation. We hope to see increased participation in family engagement events.

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Participation opportunities	<ol style="list-style-type: none"> <li>Maintain current engage activities such as monthly parent meetings, individual parent-teacher meetings, and workshops. Develop a peer support group meetings and a semi-annual review of the Volunteer Program.</li> <li>Continue to publicize and share out SSC meeting updates and outcomes at parent meetings, in the Weekly Wave, and on the website.</li> <li>Continue rotating key administrators to present to the SSC and share out data and progress in terms of overall successes and challenges.</li> <li>Refine the system for marketing and engaging parents for the parent volunteer system.</li> </ol>	\$28,408.00	Yes

Action #	Title	Description	Total Funds	Contributing
2	Family Engagement.	<p>SUBPRIORITY B – PROMOTING PARENT PARTICIPATION</p> <ol style="list-style-type: none"> <li>1. Director of Family Engagement and School Culture sends out monthly updates to parents and staff.</li> <li>2. Make semiannual presentations to the SSC to discuss new ideas and to share successes and challenges.</li> <li>3. Continue celebrating goals for parent participation and achieving the goals publicly.</li> </ol>	\$28,408.00	Yes
3	Family Engagement Marketing	<ol style="list-style-type: none"> <li>1. Update and refine campus and digital signage and promotion materials for parent meetings, School Site Council meetings, and events.</li> <li>2. Develop and refine a more comprehensive and robust online calendar of events to help parents access information. Refine our new parent portal on the MWA website.</li> <li>3. Send out monthly update emails to parents and staff.</li> </ol>	\$53,716.00	Yes
4	Parent Leadership	1-Continue to refine Wave Representative role by providing training on parent leadership and MWA programming.	\$28,408.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Goals and Actions

## Goal

Goal #	Description
4	Pupil achievement, as measured by all of the following, as applicable: A. CA Assessment of Academic Progress and Performance (CAASPP) statewide assessment B. The California School Dashboard C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education D. Percentage of ELs who make progress toward English language proficiency as measured by English Language Proficiency Assessment for California (ELPAC) E. EL reclassification rate F. Percentage of pupils who have passed an AP exam with a score of 3 or higher G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness

An explanation of why the LEA has developed this goal.

Priority 4 pupil achievement: Aligned with WASC Goal 3: Diversity, Equity and Inclusion

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
ADA rates Attendance/chronic absentee rates 8th grade retention rates Upper School retention rates & dropout rates Upper School graduation rates (A-G requirements)	95% ADA 95% or higher ADA; 10% or less in the SARB process 85% or more of 8th graders matriculate to the Upper School 90% or higher retention rates from 9th-12th grades; less than 7% drop out				Continued and increased metrics of: 97% ADA 90% or more 8th graders matriculate to Upper School 90% retention rates in Upper School 95% or higher graduation rate

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	90% or higher graduation rate for seniors				
Academic Indicators: English Proficiency Rates AP pass rates	70% reclassification rate by 8th grade 35% pass AP exams				80% reclassification rate by 8th grade 80% pass AP exams

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Gather and report information	<p><b>SUBPRIORITY A – CA MAPP: ELA/LITERACY AND MATHEMATICS</b></p> <ol style="list-style-type: none"> <li>1. Present data, analysis, progress and challenges to the Academic Intervention Services Team (AIS) Team, the SSC, the MWA Board, and the CEO.</li> <li>2. Continue to send faculty and administrators to off-site training and develop a schedule and frequency of ongoing training for the CCSS.</li> <li>3. Set specific instructional strategies for the teaching of ELA and math.</li> <li>4. Set specific growth targets for student achievement in ELA and math.</li> </ol>	\$57,633.00	Yes
2	Track and Support Retention	<ol style="list-style-type: none"> <li>1. Provide training for faculty, parents, students, and staff on the revised components that comprise the new state testing criteria when they are published.</li> <li>2. Develop a project plan that details how MWA will provide for and support elements of the state testing results being accounted for in the school program.</li> </ol>	\$8,124.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>3. When measured again, meet growth targets for EL subgroups in math and EL growth overall in order to successfully exit out of Program Improvement status.</p> <p>4. Continue to develop progress monitoring tools and goals through the AIS Team.</p> <p>5. Set a schedule to present to the MWA Board, SSC, parents, and CEO to report on progress, successes, challenges, and strategy.</p>		
3	GPA Data	<p>SUBPRIORITY C – UC/CSU COURSE REQUIREMENTS (OR CTE)</p> <p>1. Create individual graduation pathway plans for MWA upper school students that track and monitor progress towards high school graduation and post-secondary plans.</p> <p>2. Provide training for faculty regarding upper school graduation requirements and college admissions criteria for University of California (UC) and California State University (CSU) campuses.</p> <p>3. Provide for training to faculty, administration, staff, students, and parents for the meaning and rationale for Career Technical Education (CTE) opportunities for students.</p> <p>4. Provide for specific training and ongoing support of upper school advisors in effectively executing and meeting their responsibilities.</p> <p>5. Ensure course schedule is “guaranteed and viable” allowing for adequate course access and availability for students in meeting the MWA high school graduation requirements in a timely way.</p> <p>6. Plan for annual updates and reports to the school community, SSC, MWA Board, and CEO on the CTE opportunities for students at MWA.</p> <p>7. Plan for annual updates to the MWA Board, SSC, Parents, and CEO on the progress of meeting the goal along with successes, challenges, and strategy.</p> <p>8. Ensure new courses are UCOP approved.</p>	\$29,400.00	Yes
4	English Learner Program	SUBPRIORITY D – EL PROFICIENCY RATES	\$17,011.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<ol style="list-style-type: none"> <li>1. The EL Coordinator works with the Academic Instruction Team, ELA teachers, faculty, and interventionists on a plan that includes the adoption and fidelity monitoring of the use of commonly adopted instructional strategies that are aimed at increasing EL proficiency.</li> <li>2. A schedule for progress and fidelity monitoring is created that includes frequency of classroom observations, and data to be analyzed over the quarter.</li> <li>3. The EL Coordinator presents scheduled updates to AIS Team, the Faculty, the SSC, MWA Board, and CEO.</li> </ol>		
5	English Learner Reclassification	<p>SUBPRIORITY E – EL RECLASSIFICATION RATES</p> <ol style="list-style-type: none"> <li>1. Create a “guaranteed and viable” ELPAC testing schedule.</li> <li>2. Insure annual training of EL Coordinator, faculty, and staff is provided.</li> <li>3. Create milestones throughout the school year that act as indicators of progress towards meeting and exceeding annual growth targets.</li> <li>4. Present updates to parents, AIS Team, SSC, MWA Board, and CEO.</li> </ol>	\$17,011.00	Yes
6	AP Exam	<p>SUBPRIORITY F – AP EXAM PASSAGE RATE</p> <ol style="list-style-type: none"> <li>1.Set goal of 80% or more of students taking AP courses signing up for and taking the exam.</li> <li>2.Set classroom observation schedule of AP courses to insure fidelity to the AP curriculum and to assess proper pacing of the course.</li> <li>3.Provide for off-site and site-based training for faculty teaching AP courses.</li> <li>4.Provide for any online or additional materials to support faculty and students in preparing for AP exams.</li> <li>5.Monitor GPA progress in AP courses as part of AIS activities.</li> <li>6.Set a schedule for presenting results of AP exams to AIS, SSC, MWA Board, and CEO.</li> </ol>	\$29,400.00	Yes



Action #	Title	Description	Total Funds	Contributing
		7.Look at and use “AP Potential” data to inform decisions about courses to add.		
7	College/Career	<p>SUBPRIORITY G – COLLEGE AND CAREER READINESS INDICATOR (CCI)</p> <p>1.Provide for a schedule of training for faculty and staff with a specific focus on the College and Career Readiness Indicator (CCI).                      2.Provide for adoption of strategies that will support students in the development of essential skills to place at the level of "prepared" on the CCI.                      3.Schedule annual presentations for families, AIS Team, SSC, MWA Board, and CEO to monitor, evaluate, and review school-wide performance on the CCI.                      4. Involve a wide range of faculty and staff in a process for gathering input on school-wide performance on the CCI with the purpose of identifying best practices and focus areas for future professional development.</p>	\$55,133.00	Yes
8	Enhance faculty training	<p>1. Provide training to 7th-12th grade teachers on AP standards and exams to ensure alignment                      2. Provide training on CTE pathways to advisors and teachers interested in becoming CTE teachers                      3. Integrate content lead walkthroughs to support AP preparedness                      4. Add mid-year data analysis of AP progress rates to AIS or Academic Instruction Team updates</p>	\$61,290.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Goals and Actions

## Goal

Goal #	Description
5	<p><b>GOAL 5: STUDENT ENGAGEMENT</b>                      Pupil engagement, as measured by all of the following, as applicable:</p> <ul style="list-style-type: none"> <li>A. School attendance rates</li> <li>B. Chronic absenteeism rates</li> <li>C. Middle school dropout rates (EC §52052.1(a)(3))</li> <li>D. High school dropout rates</li> <li>E. High school graduation rates</li> </ul>

An explanation of why the LEA has developed this goal.

Priority 6: School Climate (Engagement)

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Social Worker Services Dashboard Student Management Data (Dean of Students) Professional Development calendar, meeting notes and surveys	PD Calendar reflects Social Emotional Well-Being training for faculty and families				PD Survey data shows that stakeholders find training to be beneficial to practice and student outcomes
ADA rates Attendance/chronic absentee rates 8th grade retention rates	95% ADA 95% or higher ADA; 10% or less in the SARB process				80% reclassification rate by 8th grade 80% pass AP exams

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Upper School retention rates & dropout rates Upper School graduation rates (A-G requirements)	85% or more of 8th graders matriculate to the Upper School 90% or higher retention rates from 9th-12th grades; less than 7% drop out 90% or higher graduation rate for seniors				

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Messaging and Consistent Practice	<p><b>SUBPRIORITY A – STUDENT ATTENDANCE RATES</b></p> <p>1. Create student celebration recognition opportunities to recognize student and parent excellent attendance. Establish criteria for this.</p> <p>2. Present attendance data to parents, students, SSC, MWA Board, and CEO.</p> <p>3. Continue to conduct student exit interviews and collect data on student transfers.</p>	\$73,756.00	Yes
2	Ongoing development	<p><b>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</b></p> <p>1. Develop mechanisms to acknowledge student and parent improvement.</p> <p>2. Present/share SARB data and/or process updates to parents, AIS Team, SSC, MWA Faculty, MWA Board, and CEO.</p>	\$173,396.00	Yes

Action #	Title	Description	Total Funds	Contributing
3	Feedback and follow through	<p><b>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</b></p> <ol style="list-style-type: none"> <li>1. Develop mechanisms to acknowledge student and parent improvement.</li> <li>2. Present SARB data to parents, AIS Team, SSC, MWA Board, and CEO.</li> </ol>	\$102,164.00	Yes
4	Graduation Rates	<p><b>SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES</b></p> <ol style="list-style-type: none"> <li>1. At the end of each semester, release a "progress to graduation" report to each student to ensure that they are informed of the academic credits they have earned against the number required to either promote to the next grade level or to complete high school with a diploma or certificate of completion.</li> <li>2. Identify students who are "in danger of retention" or who must "recover credits" and engage administrators, faculty, and staff in identifying differentiated strategies to effectively support students, holistically, so that they may increase or maintain their pace to graduation.</li> <li>3. Provide advance notice to families of students identified as being "in danger of retention" or who must "recover credits" so that families are aware of different supports and opportunities available for credit recovery, advancement, or enrichment.</li> <li>4. Engage a group of administrators, faculty, and staff to annually discuss the graduation rate data and propose interventions and refinements to the program to further increase graduation rates.</li> <li>5. Present high school graduation rate data to the AIS, SSC, MWA Board, and CEO annually to discuss successes, challenges, and possible solutions.</li> </ol>	\$29,400.00	Yes
5	Graduation Rates	<p><b>SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES</b></p> <ol style="list-style-type: none"> <li>1. At the end of each semester, release a "progress to graduation" report to each student to ensure that they are informed of the academic credits they have earned against the number required to</li> </ol>	\$29,400.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>either promote to the next grade level or to complete high school with a diploma or certificate of completion.</p> <p>2. Identify students who are "on track" and engage administrators, faculty, and staff in identifying differentiated strategies to effectively support students, holistically, so that they may increase or maintain their pace to graduation.</p> <p>3. Provide advance notice to families of students identified as being "on track" so that families are aware of different supports and opportunities available for credit recovery, advancement, or enrichment.</p> <p>4. Engage a group of administrators, faculty, and staff to annually discuss the graduation rate data and propose interventions and refinements to the program to further increase graduation rates.</p> <p>5. Present high school graduation rate data to the AIS, SSC, MWA Board, and CEO annually to discuss successes, challenges, and possible solutions.</p>		

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Goals and Actions

## Goal

Goal #	Description
6	School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

An explanation of why the LEA has developed this goal.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<ul style="list-style-type: none"> <li>• Social Worker Services Dashboard</li> <li>• Student Management Data (Dean of Students)</li> <li>• Professional Development calendar, meeting notes and surveys</li> </ul>	<ul style="list-style-type: none"> <li>• 80% or more of the plan is implemented as measured in the Social Worker Dashboard</li> <li>• 80% or more of the training and support plan is implemented as indicated by the Social Worker Dashboard</li> </ul>				<ul style="list-style-type: none"> <li>• Implement and better align a number of social-emotional, Advisory, and classroom based strategies, and faculty/staff trainings that can contribute to possibly</li> </ul>



Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<ul style="list-style-type: none"> <li>85% or more of students and parents indicate through the survey that MWA is safe, there is connection to the mission, and they feel seen and heard</li> </ul>				<p>curtailing and limiting the number of suspensions.</p> <ul style="list-style-type: none"> <li>Implement a number of social-emotional, Advisory, and classroom based strategies, and faculty/staff trainings that can contribute to possibly curtailing and limiting the number of expulsions.</li> <li>Measure student and parent responses with respect to safety and connectedness with a goal of 80% or more of our students and parents feeling that</li> </ul>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
					MWA is safe, that they feel a strong connection to the mission, and that they feel seen and heard.

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Social Emotional Learning	<p><b>SUBPRIORITY A – PUPIL SUSPENSION RATES</b></p> <ol style="list-style-type: none"> <li>1. Provide clear and consistent messaging on the Student Management System and Parent-Student Handbook.</li> <li>2. Implement the restorative justice practices and social-emotional framework practices (PMSC) with fidelity align 5-12 and build out Social Emotional curriculum in advisory.</li> <li>3. Provide for off-site and site-based professional development for Deans, staff, and other administrators to continue to refine their knowledge of discipline management techniques and social-emotional development.</li> </ol>	\$21,972.00	Yes
2	Expulsion Rates	<p><b>SUBPRIORITY B – PUPIL EXPULSION RATES</b></p> <ol style="list-style-type: none"> <li>1. Provide consistent Student Management System &amp; Parent-Student Handbook messaging.</li> <li>2. Implement the restorative justice practices and social-emotional framework practices with fidelity.</li> <li>3. Provide for a school Social Worker to help students and families connect with site-based and off-site service providers to seek targeted support.</li> </ol>	\$113,756.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>4. Provide for ongoing training of the MWA Social Worker to be able to help address more severe student issues.</p> <p>5. Provide for off-site and site-based professional development for Deans, staff, and other administrators to continue to refine their knowledge of discipline management techniques and socialemotional development.</p>		
3	Safety and Connectedness	<p>SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)</p> <p>1. Conduct semi-annual surveys of students and parents to gauge their sense of safety, mission alignment, and connectedness within the community. A comprehensive school climate survey will be administered to students and parents biennially.</p> <p>2. Create a committee representing cross sections of the administration, faculty, staff, parents, and students to review the data and make recommendations.</p> <p>3. Present findings to the Parents, SSC, MWA Board, and CEO.</p> <p>4. Share discipline (Deans) and social-emotional well-being data (Social Worker) quarterly with MWA staff. Utilize socioemotional data (Social Worker) during professional development with staff members to implement change, and serve as foundation for instructional practices and the learning environment.</p> <p>5. Implement plans for more opportunities to look for cross-grade community building.</p> <p>6. Work with clinicians to support social emotional well-being.</p>	\$113,756.00	Yes
4	Support Team	<p>1. Refine and build out holistic support services team to include additional Social Worker.</p>	\$80,000.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Goals and Actions

## Goal

Goal #	Description
7	<p>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.</p> <p>“Broad course of study” includes the following, as applicable:                      Grades 5-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)                      Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</p>

An explanation of why the LEA has developed this goal.

Alignment with state priority

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Master Schedule	- Ensure that students are enrolled in courses that are aligned with MWA requirements for middle school promotion and upper school (high school) graduation				- 100% of students are enrolled in courses at the middle school that meet the state criteria for “course access” and at the upper school (high school) that meet and/or exceed MWA graduation requirements (consistent with a-g requirements for

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
					UC/CSU eligibility) through offering a viable but varied set of differentiated courses.

## Actions

Action #	Title	Description	Total Funds	Contributing
1	Course Access	<ol style="list-style-type: none"> <li>1. Plan for and ensure that the master schedule is “guaranteed and viable”.</li> <li>2. Continue to refine and develop course offerings in the middle school and upper school.</li> <li>3. Ensure course offerings and master schedule reflect access, programming, and targeted specialized support for EL, IEP, Intervention, and GATE.</li> <li>4. Annually audit the master schedule to assess its viability and make proposals for new courses to be added or taken away as a result of analysis.</li> <li>5. Implement a plan for expanding performing arts options and courses.</li> <li>6. Create a plan to expand world language options and courses.</li> </ol>	\$390,612.00	Yes
2	Alignment of course offerings	<ol style="list-style-type: none"> <li>1. Align middle school and upper school Encore/Art offerings</li> <li>2. Align and build out the world language program to offer more diverse languages, with special attention to offering Spanish in the middle school</li> </ol>	\$55,133.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

**A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.**

# Goals and Actions

## Goal

Goal #	Description
8	Pupil outcomes, if available, in the subject areas described above in Goal #7, as applicable.

An explanation of why the LEA has developed this goal.

## Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<ul style="list-style-type: none"> <li>• CAASPP scores for English and GPAs for English</li> <li>• CAASPP scores for Math and GPAs for Math</li> <li>• CAASPP scores for Science and GPAs for Science</li> <li>• CAASPP scores for Social Science and GPAs for</li> </ul>	<ul style="list-style-type: none"> <li>• ENGLISH: 50% for the Middle School and 70% for the Upper School pass the SBAC and have GPAs above 2.7.</li> <li>• MATH: 25% for the Middle School and 40% for the Upper School pass the SBAC and have</li> </ul>				<ul style="list-style-type: none"> <li>• ENGLISH: 70% for the Middle School and 80% for the Upper School pass the SBAC and have GPAs above 2.7.</li> <li>• MATH: 50% for the Middle School and 60% for the Upper School pass the SBAC and have</li> </ul>



Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>Social Science</p> <ul style="list-style-type: none"> <li>• Data Walls in the school</li> <li>• Health and Wellness grades and Physical Fitness Test scores</li> <li>• Foreign Language grades and course completion</li> <li>• Couse Schedule</li> </ul>	<p>GPA's above 2.7.</p> <ul style="list-style-type: none"> <li>• SCIENCE: 50% for the Middle School and 70% for the Upper School pass the SBAC and have GPA's above 2.5.</li> <li>• SOCIAL SCIENCE: 50% for the Middle School and 70% for the Upper School pass the SBAC and have GPA's above 2.5.</li> <li>• PHYSICAL FITNESS: 70% or more will pass the annual Physical Fitness Test and have GPA's above 2.5.</li> </ul>				<p>GPA's above 2.7.</p> <ul style="list-style-type: none"> <li>• SCIENCE: 50% for the Middle School and 70% for the Upper School pass the SBAC and have GPA's above 2.5.</li> <li>• SOCIAL SCIENCE: 50% for the Middle School and 70% for the Upper School pass the SBAC and have GPA's above 2.5.</li> <li>• PHYSICAL FITNESS: 90% or more will pass the annual Physical Fitness Test and have GPA's above 2.5.</li> </ul>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<ul style="list-style-type: none"> <li>80% of Upper School students will take and pass foreign language classes needed for a-g and have GPAs above 2.5.</li> <li>10% or more will be enrolled in CTE designated courses</li> </ul>				<ul style="list-style-type: none"> <li>80% of Upper School students will take and pass foreign language classes needed for a-g and have GPAs above 2.5.</li> <li>10% or more will be enrolled in CTE designated courses</li> </ul>

## Actions

Action #	Title	Description	Total Funds	Contributing
1		<p>SUBPRIORITY A – ENGLISH, MATHEMATICS, SOCIAL SCIENCES, SCIENCE, VISUAL AND PERFORMING ARTS, PHYSICAL EDUCATION, HEALTH, AND FOREIGN LANGUAGES</p> <ol style="list-style-type: none"> <li>1.Ensure faculty, parents, and students know the goal.</li> <li>2.Post mid-quarter and quarterly data in designated locations in the hallways, offices, and classrooms.</li> <li>3.Continue to run initial analysis of quarterly data through the AIS Team.</li> <li>4.Divisional meetings among Content Leads and the Academic Instruction team to discuss common strategies and outcomes for student growth.</li> <li>5.Content Leads report out to their respective Director of Academic Instruction.</li> <li>6. Implement schoolwide health and wellness goals.</li> </ol>	\$55,133.00	Yes

Action #	Title	Description	Total Funds	Contributing
2		<p>SUBPRIORITY B – CTE (GRADES 7-12 ONLY)</p> <p>1. Develop a plan to research, identify, and adopt CTE options that include a variety of approaches: AP courses, online courses &amp; concurrent enrollment.</p> <p>2. Insure CTE goals are known by the faculty, students, and parents.</p> <p>3. CTE options and data are shared with the community annually in a report.</p>	\$16,270.00	Yes

## Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

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**A report of the Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Expenditures Table.**

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2021-22]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
24.35%	2,370,062

**The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.**

## Required Descriptions

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

At Making Waves Academy, we plan with our critical learners in mind. As we work to onboard new and improved diagnostic assessment systems and curriculum, we analyze the data through the lens of our English Learners, low income students and Foster Youth.

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

This will be updated once expenditures are calculated.

### Total Expenditures Table

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$2,761,825.00	\$261,398.00		\$391,763.00	\$3,414,986.00

Totals:	Total Personnel	Total Non-personnel
Totals:	\$2,065,042.00	\$1,349,944.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	English Learners Foster Youth Low Income	Credentials	\$160,000.00				\$160,000.00
1	2	English Learners Foster Youth Low Income	Engagement and Governance	\$225,000.00				\$225,000.00
1	3	English Learners Foster Youth Low Income	Review and Adopt new curriculum.	\$118,594.00				\$118,594.00
1	4	English Learners Foster Youth Low Income	Credential process.	\$37,700.00			\$41,472.00	\$79,172.00
1	5	English Learners Foster Youth Low Income	Curriculum integration	\$21,500.00				\$21,500.00
1	6	English Learners Foster Youth Low Income	Facility Conditions.	\$764,384.00	\$261,398.00			\$1,025,782.00
1	7	English Learners Foster Youth Low Income	Enrichment Curricular Programs	\$30,000.00				\$30,000.00
2	1	English Learners Foster Youth Low Income	ELD data analysis	\$38,124.00				\$38,124.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	2	English Learners Foster Youth Low Income	Appropriate implementation	\$8,124.00				\$8,124.00
2	3	English Learners Foster Youth Low Income	Implementation of Success Metrics	\$40,000.00				\$40,000.00
3	1	English Learners Foster Youth Low Income	Participation opportunities	\$28,408.00				\$28,408.00
3	2	English Learners Foster Youth Low Income	Family Engagement.	\$28,408.00				\$28,408.00
3	3	English Learners Foster Youth Low Income	Family Engagement Marketing	\$53,716.00				\$53,716.00
3	4	English Learners Foster Youth Low Income	Parent Leadership	\$28,408.00				\$28,408.00
4	1	English Learners Foster Youth Low Income	Gather and report information	\$57,633.00				\$57,633.00
4	2	English Learners Foster Youth Low Income	Track and Support Retention	\$8,124.00				\$8,124.00
4	3	English Learners Foster Youth Low Income	GPA Data	\$29,400.00				\$29,400.00
4	4	English Learners Foster Youth Low Income	English Learner Program				\$17,011.00	\$17,011.00
4	5	English Learners Foster Youth Low Income	English Learner Reclassification				\$17,011.00	\$17,011.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
4	6	English Learners Foster Youth Low Income	AP Exam	\$29,400.00				\$29,400.00
4	7	English Learners Foster Youth Low Income	College/Career	\$55,133.00				\$55,133.00
4	8	English Learners Foster Youth Low Income	Enhance faculty training	\$61,290.00				\$61,290.00
5	1	English Learners Foster Youth Low Income	Messaging and Consistent Practice	\$73,756.00				\$73,756.00
5	2	English Learners Foster Youth Low Income	Ongoing development	\$173,396.00				\$173,396.00
5	3	English Learners Foster Youth Low Income	Feedback and follow through	\$102,164.00				\$102,164.00
5	4	English Learners Foster Youth Low Income	Graduation Rates	\$29,400.00				\$29,400.00
5	5	English Learners Foster Youth Low Income	Graduation Rates	\$29,400.00				\$29,400.00
6	1	English Learners Foster Youth Low Income	Social Emotional Learning				\$21,972.00	\$21,972.00
6	2	English Learners Foster Youth Low Income	Expulsion Rates	\$113,756.00				\$113,756.00
6	3	English Learners Foster Youth Low Income	Safety and Connectedness	\$113,756.00				\$113,756.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
6	4	English Learners Foster Youth Low Income	Support Team	\$80,000.00				\$80,000.00
7	1	English Learners Foster Youth Low Income	Course Access	\$96,315.00			\$294,297.00	\$390,612.00
7	2	English Learners Foster Youth Low Income	Alignment of course offerings	\$55,133.00				\$55,133.00
8	1	English Learners Foster Youth Low Income		\$55,133.00				\$55,133.00
8	2	English Learners Foster Youth Low Income		\$16,270.00				\$16,270.00



## Contributing Expenditures Tables

Totals by Type	Total LCFF Funds	Total Funds
<b>Total:</b>	\$2,761,825.00	\$3,414,986.00
<b>LEA-wide Total:</b>	\$0.00	\$0.00
<b>Limited Total:</b>	\$0.00	\$0.00
<b>Schoolwide Total:</b>	\$2,761,825.00	\$3,414,986.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	1	Credentials	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$160,000.00	\$160,000.00
1	2	Engagement and Governance	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$225,000.00	\$225,000.00
1	3	Review and Adopt new curriculum.	Schoolwide	English Learners Foster Youth Low Income		\$118,594.00	\$118,594.00
1	4	Credential process.	Schoolwide	English Learners Foster Youth Low Income		\$37,700.00	\$79,172.00
1	5	Curriculum integration	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$21,500.00	\$21,500.00
1	6	Facility Conditions.	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$764,384.00	\$1,025,782.00
1	7	Enrichment Curricular Programs	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$30,000.00	\$30,000.00
2	1	ELD data analysis	Schoolwide	English Learners	All Schools	\$38,124.00	\$38,124.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
				Foster Youth Low Income			
2	2	Appropriate implementation	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$8,124.00	\$8,124.00
2	3	Implementation of Success Metrics	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$40,000.00	\$40,000.00
3	1	Participation opportunities	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$28,408.00	\$28,408.00
3	2	Family Engagement.	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$28,408.00	\$28,408.00
3	3	Family Engagement Marketing	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$53,716.00	\$53,716.00
3	4	Parent Leadership	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$28,408.00	\$28,408.00
4	1	Gather and report information	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$57,633.00	\$57,633.00
4	2	Track and Support Retention	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$8,124.00	\$8,124.00
4	3	GPA Data	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$29,400.00	\$29,400.00
4	4	English Learner Program	Schoolwide	English Learners Foster Youth Low Income	All Schools		\$17,011.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
4	5	English Learner Reclassification	Schoolwide	English Learners Foster Youth Low Income	All Schools		\$17,011.00
4	6	AP Exam	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$29,400.00	\$29,400.00
4	7	College/Career	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$55,133.00	\$55,133.00
4	8	Enhance faculty training	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$61,290.00	\$61,290.00
5	1	Messaging and Consistent Practice	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$73,756.00	\$73,756.00
5	2	Ongoing development	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$173,396.00	\$173,396.00
5	3	Feedback and follow through	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$102,164.00	\$102,164.00
5	4	Graduation Rates	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$29,400.00	\$29,400.00
5	5	Graduation Rates	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$29,400.00	\$29,400.00
6	1	Social Emotional Learning	Schoolwide	English Learners Foster Youth Low Income	All Schools		\$21,972.00
6	2	Expulsion Rates	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$113,756.00	\$113,756.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
6	3	Safety and Connectedness	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$113,756.00	\$113,756.00
6	4	Support Team	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$80,000.00	\$80,000.00
7	1	Course Access	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$96,315.00	\$390,612.00
7	2	Alignment of course offerings	Schoolwide	English Learners Foster Youth Low Income	All Schools	\$55,133.00	\$55,133.00
8	1		Schoolwide	English Learners Foster Youth Low Income	All Schools	\$55,133.00	\$55,133.00
8	2		Schoolwide	English Learners Foster Youth Low Income	All Schools	\$16,270.00	\$16,270.00

**Annual Update Table Year 1 [2021-22]**

Annual update of the 2021-22 goals will occur during the 2022-23 update cycle.

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Total Planned Expenditures	Total Estimated Actual Expenditures
			<b>Totals:</b>	<b>Planned Expenditure Total</b>	<b>Estimated Actual Total</b>
			Totals:		

# Instructions

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[Stakeholder Engagement](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).

# Introduction and Instructions

The Local Control Funding Formula (LCFF) requires LEAs to engage their local stakeholders in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have ten state priorities). LEAs document the results of this planning process in the Local Control and Accountability Plan (LCAP) using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] 52064(e)(1)). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (EC 52064(e)(1)). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
  - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC 52064(b)(4-6)).
  - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC 52064(b)(7)*).

The LCAP template, like each LEA’s final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with stakeholders that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a stakeholder engagement tool.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity’s budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for stakeholders and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing, but also allow stakeholders to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA’s diverse stakeholders and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and stakeholder engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard, how is the LEA using its budgetary resources to respond to student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics or a set of actions that the LEA believes, based on input gathered from stakeholders, research, and experience, will have the biggest impact on behalf of its students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

# Plan Summary

## Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

## Requirements and Instructions

**General Information** – Briefly describe the students and community. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

**Reflections: Successes** – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

**Reflections: Identified Need** – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

**LCAP Highlights** – Identify and briefly summarize the key features of this year's LCAP.

**Comprehensive Support and Improvement** – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.



# Stakeholder Engagement

## Purpose

Significant and purposeful engagement of parents, students, educators, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such stakeholder engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC 52064(e)(1)*). Stakeholder engagement is an ongoing, annual process.

This section is designed to reflect how stakeholder engagement influenced the decisions reflected in the adopted LCAP. The goal is to allow stakeholders that participated in the LCAP development process and the broader public understand how the LEA engaged stakeholders and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective stakeholder engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

## Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for stakeholder engagement in the LCAP development process:

### Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

**Prompt 1:** “A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.”

Describe the stakeholder engagement process used by the LEA to involve stakeholders in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required stakeholder groups as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with stakeholders. A response may also include information about an LEA’s philosophical approach to stakeholder engagement.

**Prompt 2:** “A summary of the feedback provided by specific stakeholder groups.”

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

**Prompt 3:** “A description of the aspects of the LCAP that were influenced by specific stakeholder input.”

A sufficient response to this prompt will provide stakeholders and the public clear, specific information about how the stakeholder engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the stakeholder feedback described in response to Prompt 2. This may include a description of how the LEA prioritized stakeholder requests within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by stakeholder input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures

- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

## Goals and Actions

### Purpose

Well-developed goals will clearly communicate to stakeholders what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to stakeholders and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

### Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

### ***Focus Goal(s)***

**Goal Description:** The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with stakeholders. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

***Broad Goal***

**Goal Description:** Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

**Explanation of why the LEA has developed this goal:** Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

***Maintenance of Progress Goal***

**Goal Description:** Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with stakeholders, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

**Explanation of why the LEA has developed this goal:** Explain how the actions will sustain the progress exemplified by the related metrics.

***Measuring and Reporting Results:***

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g. high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023-24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2021–22</b> .	Enter information in this box when completing the LCAP for <b>2022–23</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2023–24</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2021–22</b> .

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

**Actions:** Enter the action number. Provide a short title for the action. This title will also appear in the expenditure tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary expenditure tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations, Title 5 [5 CCR] Section 15496(b)* in the Increased or Improved Services Section of the LCAP).

**Actions for English Learners:** School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC Section 306*, provided to students and professional development activities specific to English learners.

**Actions for Foster Youth:** School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

**Goal Analysis:**

Enter the LCAP Year

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for stakeholders. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

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

### Purpose

A well-written Increased or Improved Services section provides stakeholders with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improved services for its unduplicated students as compared to all students and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of stakeholders to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

### Requirements and Instructions

This section must be completed for each LCAP year.

When developing the LCAP in year 2 or year 3, copy the "Increased or Improved Services" section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.



**Percentage to Increase or Improve Services:** Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

**Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students:** Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

**Required Descriptions:**

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

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

**Principally Directed and Effective:** An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA’s goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school



climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

**COEs and Charter Schools:** Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

## For School Districts Only:

### Actions Provided on an LEA-Wide Basis:

**Unduplicated Percentage > 55%:** For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

**Unduplicated Percentage < 55%:** For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

### Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

**For schools with 40% or more enrollment of unduplicated pupils:** Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

**For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils:** Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

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

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

## Expenditure Tables

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All", or by entering a specific student group or groups.
- **Increased / Improved:** Type "Yes" if the action is included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:

- **Scope:** The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
- **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
- **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools”. If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year”, or “2 Years”, or “6 Months”.
- **Personnel Expense:** This column will be automatically calculated based on information provided in the following columns:
  - **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
  - **Total Non-Personnel:** This amount will be automatically calculated.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.

## Coversheet

### 2021 Control and Accountability Plan/Learning and Continuity Plan Annual Update

**Section:** IV. Action Items  
**Item:** G. 2021 Control and Accountability Plan/Learning and Continuity Plan  
Annual Update  
**Purpose:** Vote  
**Submitted by:** Evangelia Ward-Jackson  
**Related Material:**  
2021\_Local\_Control\_and\_Accountability\_Plan\_LCP\_Annual\_Update\_Making\_Waves\_Academy\_2  
0210610.pdf

**RECOMMENDATION:**

We recommend that the Board approves this LCP annual report that provides the annual actuals update. The LCP is the truncated state document that replaced the LCAP for the 2020-21 school year.





*Learn. Graduate. Give Back.*

# Annual Update for Developing the 2021-22 Local Control and Accountability Plan

## Annual Update for the 2019–20 Local Control and Accountability Plan Year

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

The following is the local educational agency’s (LEA’s) analysis of its goals, measurable outcomes and actions and services from the 2019-20 Local Control and Accountability Plan (LCAP).

# Goal 1

The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)

Local Priorities:

## Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b></p> <ul style="list-style-type: none"> <li>Annual Credential review schedule adhered to</li> <li>State Adoption Checklist &amp; Scorecard for Instructional Materials</li> <li>Facilities/Maintenance Checklist &amp; Scorecard</li> </ul> <p><b>19-20</b></p> <ul style="list-style-type: none"> <li>Follow with fidelity the Teacher Credentialing Review Plan and begin to develop an alternative credentialing pathway for new teachers to get their credential.</li> <li>Follow the Curriculum Review and Adoption Plan to ensure curriculum meets state criteria. .</li> <li>Follow the Facilities Review Plan to ensure campus safety and maintenance meets federal, state, and local regulations.</li> </ul>	<p>To ensure all teachers are compliant, upon hire and for continued employment, the LEA regularly monitors the credential status for all Making Waves Academy teachers with the support of a credential service provider. This includes Intern, Preliminary, and Clear credential status as displayed by the Commission on Teacher Credentialing (CTC). In general, the LEA checks in with teachers monthly for progress updates towards credential issuance and exam updates, as needed. Any teachers who do not have the appropriate document(s) to teach in the classroom will receive hands-on support from the LEA to determine eligibility for permits and/or waivers that guarantee compliance (e.g. Short-Term Staff Permit, Provisional Intern Permit, Limited Authorization Permit, Emergency CLAD, or Waivers) issued by the CTC. In addition, the LEA and school leader(s) will support and implement teacher plans to outline the credential requirements that must be fulfilled by identified dates noted on the plan for continued employment. These plans also include frequent LEA follow-ups to teachers requesting updates to determine where additional support is needed.</p> <p>The schedule was adhered to and compliant. Instructional materials met criteria for standards alignment.</p>



Expected	Actual
<p><b>Baseline</b></p> <ul style="list-style-type: none"> <li>• 70% of the schedule adhered to</li> <li>• 90% of the materials meet criteria</li> <li>• 100% of scorecard completed &amp; 80% or more of facilities scorecard indicate "Fair" Conditions</li> </ul>	

**Actions / Services**

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<ol style="list-style-type: none"> <li>1. Provide more resources to support teachers to get their teacher credential and/or keep them current.</li> <li>2. Provide for explicit support for teacher interns and teacher residents to earn their credential.</li> <li>3. During the recruitment and selection process insure evidence of credentials of candidates occurs.</li> <li>4. Share updated information with our authorizer annually in October.</li> <li>5. Follow the process for annual review of faculty files and credentialing information.</li> </ol>	<p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$25,000</p> <p>5800: Professional/Consulting Services And Operating Expenditures LCFF Supplemental and Concentration \$25,000</p> <p>5000-5999: Services And Other Operating Expenditures Title II \$46,392</p>	<p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$25,000</p> <p>5800: Professional/Consulting Services And Operating Expenditures LCFF Supplemental and Concentration \$25,000</p> <p>5000-5999: Services And Other Operating Expenditures Title II \$46,392</p>
<ol style="list-style-type: none"> <li>1. Follow the Annual Curriculum Review &amp; Adoption Plan:</li> <li>2. Research alternative ways to make curricular resources available to students using a variety of materials and platforms (e.g. hard copy, electronically, and online), take input from stakeholder groups and the School Site Council, and create a DRAFT for review by June 2020.</li> <li>3. Follow a process for the review and adoption new state curriculum for science and history materials and textbooks.</li> </ol>	<p>4000-4999: Books And Supplies LCFF Supplemental and Concentration \$75,000</p> <p>4000-4999: Books And Supplies LCFF Supplemental and Concentration \$65,000</p>	<p>4000-4999: Books And Supplies LCFF Supplemental and Concentration \$75,000</p> <p>4000-4999: Books And Supplies LCFF Supplemental and Concentration \$65,000</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<ol style="list-style-type: none"> <li>1. Follow the Facilities Review Plan addressing routine maintenance of key structural, equipment, appliance, and operational elements of the facility.</li> <li>2. Post the schedule for scheduled inspections of key structural, equipment, appliance, and operational elements of the facility in a public space in the office and/or have copies of it in the office on file for review.</li> <li>3. Schedule training and professional development of key staff to help support the execution of the plan.</li> </ol>	<p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$21,500</p> <p>4000-4999: Books And Supplies LCFF Supplemental and Concentration \$15,000</p> <p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$178,500</p>	<p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$21,500</p> <p>4000-4999: Books And Supplies LCFF Supplemental and Concentration \$15,000</p> <p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$178,500</p>

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All funds that were budgeted for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

### Successes:

- Adopted new math curriculum and new math diagnostic tool
- Refined credentialing support process
- Buildings are in good repair

### Challenges:

- Ensuring access to curriculum in a remote setting for non communicative students

## Goal 2

Implementation of Common Core State Standards, including how English Learner students will be enabled to gain academic content knowledge and English language proficiency

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 2: State Standards (Conditions of Learning)

Local Priorities:

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b></p> <ul style="list-style-type: none"> <li>• ELD training</li> <li>• EL Progress Monitoring</li> </ul> <p><b>19-20</b></p> <ul style="list-style-type: none"> <li>• Refine the implementation plan that includes state monies allotted to MWA in the areas of equipment, materials, and training.</li> <li>• Refine the implementation of the plan to train and monitor core day and intervention faculty with respect to the use of instructional strategies that allow for our English Language Learner students to better access content knowledge, while also addressing any skills in need of development</li> <li>• Refine the progress monitoring protocol for systematic and ongoing data generation and review of English Proficiency for English Learner students including regular review of progress in the English Language Proficiency Assessment</li> </ul>	<ul style="list-style-type: none"> <li>• Refined the implementation plan that includes state monies allotted to MWA in the areas of equipment, materials, and training.</li> <li>• Refined the implementation of the plan to train and monitor core day and intervention faculty with respect to the use of instructional strategies that allow for our English Language Learner students to better access content knowledge, while also addressing any skills in need of development to support remote learning.</li> <li>• Refined the progress monitoring protocol for systematic and ongoing data generation and review of English Proficiency for English Learner students including regular review of progress in the English Language Proficiency Assessment in a remote setting</li> </ul>

Expected	Actual
<p><b>Baseline</b></p> <ul style="list-style-type: none"> <li>• Money allotted in the budget is utilized for state purposes for equipment, materials, and training</li> <li>• 80% or more of the Professional Development plan is implemented</li> <li>• 80% or more of the progress monitoring system for English Language Development is implemented</li> </ul>	

**Actions / Services**

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>1. Insure the plan addresses the following elements:</p> <p>A. Implementation Plan with timelines, milestones, &amp; who is responsible.</p> <p>B. Plan for ongoing professional development of faculty and administration through site-based and off-site training.</p> <p>C. Create a visiting committee to visit other schools.</p> <p>D. Plan and schedule for formal and informal observations of teachers to assess level of fidelity and implementation of CCSS.</p> <p>E. Section of formal teacher observations and lesson planning documents that address teacher efficacy with implementation of CCSS.</p> <p>2. Review CCSS elements as part of the annual Budget and LCAP process to insure alignment with CCSS implementation plan goals.</p> <p>3. Schedule semi-annual presentations to the MWA Board and larger community by way of updates on implementation and/or results – any data involving implementation data or student performance data, especially for Math performance.</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$35,000</p> <p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$30,000</p> <p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$20,000</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$35,000</p> <p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$30,000</p> <p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$20,000</p>
<p>1. Hire an ELD coordinator to oversee and manage this area schoolwide.</p>	<p>1000-1999: Certificated Personnel Salaries LCFF</p>	<p>1000-1999: Certificated Personnel Salaries LCFF</p>

<p align="center"><b>Planned Actions/Services</b></p>	<p align="center"><b>Budgeted Expenditures</b></p>	<p align="center"><b>Actual Expenditures</b></p>
<p>2. Develop a schedule for site-based and off-site training for ELD Coordinator and faculty.</p> <p>3. Develop a schedule for ongoing formal &amp; informal evaluation and feedback.</p> <p>4. Develop a teacher evaluation tool that addresses the use of adopted ELD best practice instructional strategies.</p> <p>5. Share agreed upon best-practice ELD strategies through presentations to the MWA Board, CEO, and AIS group annually.</p> <p>6. Meet the goals for the new EL Initiatives.</p>	<p>Supplemental and Concentration \$100,000</p> <p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$2,000</p> <p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$28,000</p>	<p>Supplemental and Concentration \$100,000</p> <p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$2,000</p> <p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$28,000</p>
<p>1. Schedule for ELPAC Training of faculty and administrators and ELPAC testing for students.</p> <p>2. Development of a comprehensive English Language Proficiency project plan for EL students. The plan should include:</p> <p>A. EL proficiency goals</p> <p>B. Adopted school-wide and division-wide common best practice strategies to be implemented in all classrooms.</p> <p>C. Identify milestones of the plan that are shared regularly with administration, faculty, and parents.</p> <p>D. Reclassification targets for all students.</p> <p>E. Growth targets for the group of EL students that take into account student GPAs, performance on benchmark assessments, and final grades.</p> <p>F. Progress monitoring protocols for EL students and recently (within the last 3 years) reclassified students.</p> <p>G. Schedule for presentations to the MWA Board and CEO two times per year CEO and the AIS group three times per year.</p> <p>H. Standardize the EL Plan.</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$15,000</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$15,000</p>

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All funds that were budgeted for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

### Successes:

- Met all goals associated with ELD training and refinement of the program
- Facilitated ELPAC remotely to reclassify students during the pandemic
- Facilitated high quality professional development
- Strengthened ELAC committee leadership

### Challenges:

- Supporting non-communicative English Learners during distance learning.

### Goal 3

Increase parental involvement, including efforts to seek parent input for making decisions for schools, and how the school will promote parent participation

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 3: Parental Involvement (Engagement)

Local Priorities:

#### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b></p> <ul style="list-style-type: none"> <li>• Parent survey data</li> <li>• Parent Engagement Scorecard</li> </ul> <p><b>19-20</b></p> <ul style="list-style-type: none"> <li>• Maintain and deepen the current level of parent involvement through intentional and mission-aligned opportunities for involvement.</li> <li>• Continue to implement and refine existing communication and promotion tools targeted toward parents.</li> </ul> <p><b>Baseline</b></p> <ul style="list-style-type: none"> <li>• Parent survey rating of "good" regarding parent education opportunities</li> <li>• 80% or more of parents acknowledge being aware of opportunities for involvement</li> <li>• 70% or more parents participate in some way throughout the year</li> </ul>	<ul style="list-style-type: none"> <li>• Continued to provide rich opportunities for family engagement</li> <li>• Built out Parent Portal for streamlined communication.</li> <li>• 70% or more parents participate in some way throughout the year</li> </ul>

## Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<ol style="list-style-type: none"> <li>1. Maintain current engage activities such as monthly parent meetings, individual parent-teacher meetings, and workshops.</li> <li>2. Develop a peer support group meetings and a semi-annual review of the Volunteer Program.</li> <li>3. Continue to publicize and share out SSC meeting updates and outcomes at parent meetings, in the Weekly Wave, and on the website.</li> <li>4. Continue rotating key administrators to present to the SSC and share out data and progress in terms of overall successes and challenges.</li> <li>5. Refine the system for marketing and engaging parents for the parent volunteer system.</li> </ol>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$60,000</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$60,000</p>
<p>SUBPRIORITY B – PROMOTING PARENT PARTICIPATION</p> <ol style="list-style-type: none"> <li>1. Schedule the Parent-Guardian Engagement Coordinator to make quarterly presentations and/or send out parent volunteer reports to MWA parents &amp; staff.</li> <li>2. Parent-Guardian Engagement Coordinator sends out monthly updates to parents and staff.</li> <li>3. Schedule the Parent-Guardian Engagement Coordinator to make semi-annual presentations to the SSC to discuss new ideas and to share successes and challenges.</li> <li>4. Continue celebrating goals for parent participation and achieving the goals publicly.</li> </ol>	<p>4000-4999: Books And Supplies LCFF Supplemental and Concentration \$10,000</p>	<p>4000-4999: Books And Supplies LCFF Supplemental and Concentration \$10,000</p>



## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All funds that were budgeted for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

### Successes:

- Launched Parent Portal
- Phone-tree with ELAC families to ensure involvement
- High participation at family meetings
- High participation at Coffee Talks
- Strong attendance at Advisory Family Conferences

### Challenges:

- Communicating with all families in a remote setting

## Goal 4

Pupil achievement, as measured by all of the following, as applicable:

- A. CA Assessment of Academic Progress and Performance (CAASPP) statewide assessment (Not administered in 2019)
- B. The California School Dashboard
- C. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education
- D. Percentage of ELs who make progress toward English language proficiency as measured by English Language Proficiency Assessment for California (ELPAC)
- E. EL reclassification rate
- F. Percentage of pupils who have passed an AP exam with a score of 3 or higher
- G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 4: Pupil Achievement (Pupil Outcomes)

Local Priorities:

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b></p> <ul style="list-style-type: none"> <li>• Course completion scorecard</li> <li>• ELD proficiency scorecard</li> <li>• Reclassification scorecard</li> <li>• AP test scorecard</li> <li>• EAP scorecard</li> </ul>	<ul style="list-style-type: none"> <li>• In 2019-20, our students performed at a graduation rate of 94.4%</li> <li>• Among 8th grade English Learners in the 2019-20 school year, 3% (1 of 30) were reclassified. The summative ELPAC, the required assessment for reclassification, was not administered due to school closure</li> </ul>

Expected	Actual
<p><b>19-20</b></p> <ul style="list-style-type: none"> <li>95% or more of MWA students successfully complete requirements for UC/CSU and CTE courses, the equivalent of the MWA high school diploma track.</li> <li>Set and meet annual growth targets for EL Proficiency as measured by increased scores on the ELPAC, CAASPP and ELA grades.</li> <li>To reclassify the majority of ELs by the end of their 8th grade year and meet annual reclassification goals towards the larger re-classification goal.</li> <li>55% or more of students taking the AP Exam pass them with scores of 3 or higher.</li> <li>95% or more of students taking the Early Assessment Program (EAP) exam and 75% or more of students scoring at or above the passing mark for the English and Math portions of the exam.</li> </ul> <p><b>Baseline</b></p> <ul style="list-style-type: none"> <li>90% successful meet the requirements</li> <li>60% or more of EL students meeting or exceeding targets on the new ELPAC, SBAC, and English GPAs</li> <li>60% or more are reclassified by the end of the school year</li> <li>30% or more pass the AP exam</li> <li>50% or more meet the English and Math Benchmarks on the EAP.</li> </ul>	<ul style="list-style-type: none"> <li>In 2020, 45% of Advanced Placement (AP) students passed their exams with a score of 3 or higher, the highest rate since the start of the AP program at Making Waves Academy</li> <li>Among 2019-20 graduates, 100% took the SBAC, with 50.16% meeting or exceeding the standard for ELA and 25.86% meeting or exceeding the standard for Math (2018-19 CAASP)</li> </ul>

## Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>SUBPRIORITY A – CA MAPP: ELA/LITERACY AND MATHEMATICS</p> <ol style="list-style-type: none"> <li>1. Present data, analysis, progress and challenges to the Academic Intervention Services Team (AIS) Team, the SSC, the MWA Board, and the CEO.</li> <li>2. Continue to send faculty and administrators to off-site training and develop a schedule and frequency of ongoing training for the CCSS.</li> <li>3. Set specific instructional strategies for the teaching of ELA and math.</li> <li>4. Set specific growth targets for student achievement in ELA and math.</li> </ol>	<p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$10,000</p> <p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$50,000</p>	<p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$10,000</p> <p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$50,000</p>
<ol style="list-style-type: none"> <li>1. Provide training for faculty, parents, students, and staff on the revised components that comprise the new state testing criteria when they are published.</li> <li>2. Develop a project plan that details how MWA will provide for and support elements of the state testing results being accounted for in the school program.</li> <li>3. When measured again, meet growth targets for EL subgroups in math and EL growth overall in order to successfully exit out of Program Improvement status.</li> <li>4. Continue to develop progress monitoring tools and goals through the AIS Team.</li> <li>5. Set a schedule to present to the MWA Board, SSC, parents, and CEO at least 2 times per year to report on progress, successes, challenges, and strategy.</li> <li>6. Purchase and develop a comprehensive data management system to aggregate student achievement data and share it with stakeholders.</li> </ol>	<p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$10,000</p> <p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$45,000</p>	<p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$10,000</p> <p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$45,000</p>
<p>SUBPRIORITY C – UC/CSU COURSE REQUIREMENTS (OR CTE)</p>	<p>5000-5999: Services And Other Operating Expenditures LCFF</p>	<p>5000-5999: Services And Other Operating Expenditures LCFF</p>

<p align="center"><b>Planned Actions/Services</b></p>	<p align="center"><b>Budgeted Expenditures</b></p>	<p align="center"><b>Actual Expenditures</b></p>
<p>1. Create individual graduation pathway plans for MWA Upper School students that track and monitor progress towards high school graduation and post-secondary plans.</p> <p>2. Provide training for faculty re: Upper School graduation requirements and college admissions criteria for UCs and CSUs.</p> <p>3. Provide for training to faculty, administration, staff, students, and parents for the meaning and rationale for CTE opportunities for students.</p> <p>4. Provide for specific training and ongoing support of Upper School advisors in effectively executing and meeting their responsibilities.</p> <p>5. Insure course schedule is “guaranteed and viable” allowing for adequate course access and availability for students in meeting the MWA high school graduation requirement in a timely way.</p> <p>6. Plan for annual updates and reports to the school community, SSC, MWA Board, and CEO on the CTE opportunities for students at MWA.</p> <p>7. Plan for annual updates to the MWA Board, SSC, Parents, and CEO on the progress of meeting the goal along with successes, challenges, and strategy.</p> <p>8. Insure new courses are UCOP approved.</p>	<p>Supplemental and Concentration \$3,000</p> <p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$27,000</p>	<p>Supplemental and Concentration \$3,000</p> <p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$27,000</p>
<p><b>SUBPRIORITY D – EL PROFICIENCY RATES</b></p> <p>1. The EL Coordinator works with the Division Directors, ELA teachers, faculty, and interventionists on a plan that includes the adoption and fidelity monitoring of the use of commonly adopted instructional strategies that are aimed at increasing EL proficiency.</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$14,000</p> <p>1000-1999: Certificated Personnel Salaries Title III \$9,376.50</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$14,000</p> <p>1000-1999: Certificated Personnel Salaries Title III \$9,376.50</p>

<p align="center"><b>Planned Actions/Services</b></p>	<p align="center"><b>Budgeted Expenditures</b></p>	<p align="center"><b>Actual Expenditures</b></p>
<p>2. A schedule for progress and fidelity monitoring is created that includes frequency of classroom observations, data to be analyzed over the quarter.</p> <p>3. The EL Coordinator presents scheduled updates to AIS Team, the SSC, MWA Board, and CEO.</p>		
<p><b>SUBPRIORITY E – EL RECLASSIFICATION RATES</b></p> <p>1. Create a “guaranteed and viable” ELPAC testing schedule.</p> <p>2. Insure annual training of EL Coordinator, faculty, and staff is provided.</p> <p>3. Create milestones throughout the school year that act as indicators of progress towards meeting and exceeding annual growth targets.</p> <p>4. Present updates to parents, AIS Team, SSC, MWA Board, and CEO.</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$21,000</p> <p>1000-1999: Certificated Personnel Salaries Title III \$9,376.50</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$21,000</p> <p>1000-1999: Certificated Personnel Salaries Title III \$9,376.50</p>
<p><b>SUBPRIORITY F – AP EXAM PASSAGE RATE</b></p> <p>1.Set goal of 80% or more of students taking AP courses signing up for and taking the exam.</p> <p>2.Set classroom observation schedule of AP courses to insure fidelity to the AP curriculum and to assess proper pacing of the course.</p> <p>3.Provide for off-site and site-based training for faculty teaching AP courses.</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$16,000</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$16,000</p>

<p align="center"><b>Planned Actions/Services</b></p>	<p align="center"><b>Budgeted Expenditures</b></p>	<p align="center"><b>Actual Expenditures</b></p>
<p>4. Provide for any online or additional materials to support faculty and students in preparing for AP exams.</p> <p>5. Monitor GPA progress in AP courses as part of AIS activities.</p> <p>6. Set a schedule for presenting results of AP exams to AIS, SSC, MWA Board, and CEO.</p> <p>7. Look at and use “AP Potential” data to inform decisions about courses to add.</p>		
<p><b>SUBPRIORITY G – COLLEGE PREPAREDNESS / EAP</b></p> <p>1. Provide for a schedule of training for ELA faculty with a specific focus on the EAP.</p> <p>2. Provide for adoption of cross-curricular instructional strategies that will support students in the development of essential skills to perform proficiently on the EAP exam.</p> <p>3. As part of regular formal and informal classroom observations, Directors and Content Leads monitor and check for fidelity to the use of commonly adopted instructional strategies targeted to supporting the development of their skills.</p> <p>4. Scheduled annual presentation to parents, AIS Team, SSC, MWA Board, and CEO.</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$6,000</p> <p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$12,000</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$6,000</p> <p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$12,000</p>

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All funds that were budgeted for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

### Successes:

In 2019-20, our students performed at a graduation rate of 94.4% (2019-20 CA Dashboard), achieving the color rating of "yellow." (The performance level of "yellow" on the 5x5 grid for Graduation Rate was achieved as follows: The graduation rate of 94.4% is a "high" performance level. The change from the prior year declined by 4.4%). Our goal is to annually perform at a graduation rate of 95.0% or greater to maintain the highest performance level and color rating of blue, as reflected on the graduation rate indicator.

In 2020, 45% of Advanced Placement (AP) students passed their exams with a score of 3 or higher, the highest rate since the start of the AP program at Making Waves Academy (2019-20 College Board). The passing rate of 45% was an increase of nearly 12% compared to the prior year (33.6% passing in 2019).

### Challenges:

Among 2019-20 graduates, 100% took the SBAC during their junior year, with 50.16% meeting or exceeding the standard for ELA and 25.86% meeting or exceeding the standard for Math (2018-19 CAASP). We will continue to focus our efforts on increasing students' distance from standard in ELA and Math to ensure college readiness.



## Goal 5

### GOAL 5: STUDENT ENGAGEMENT

Pupil engagement, as measured by all of the following, as applicable:

- A. School attendance rates
- B. Chronic absenteeism rates
- C. Middle school dropout rates (EC §52052.1(a)(3))
- D. High school dropout rates
- E. High school graduation rates

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 5: Pupil Engagement (Engagement)

Local Priorities:

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b></p> <ul style="list-style-type: none"> <li>• ADA rates</li> <li>• Attendance/chronic absentee rates</li> <li>• 8th grade retention rates</li> <li>• Upper School retention rates &amp; dropout rates</li> <li>• Upper School graduation rates</li> </ul>	<p>2019-20: 96% ADA Academy- wide</p> <p>In 2019-20, our students performed at a graduation rate of 94.4%, and in 2020-21 our students are projected to perform at a graduation rate of approximately 92%.</p> <p>Expanded site-based (Student Attendance Review Board) SARB process to include additional community members to provide support to students struggling with attendance.</p> <p>Academically engaged our middle school students and supported them social-emotionally to encourage 90% or higher annual retention rates, particularly the 8th grade retention rate at MWA and matriculation to the upper school. 8th grade students</p>

Expected	Actual
<p><b>19-20</b></p> <ul style="list-style-type: none"> <li>Maintain an ADA of 96% or higher.</li> <li>Expand site-based SARB process to include additional community members to provide support to students struggling with attendance. This can include advisors, core-day teachers, or other staff members.</li> <li>Academically engage our Middle School students and support them social-emotionally to encourage 90% or higher annual retention rates, particularly the 8th grade retention rate at MWA and matriculation to the Upper School.</li> <li>Academically engage our Upper School students and support them social-emotionally to encourage 90% or higher annual retention rates and a 5% or less dropout rate.</li> <li>Academically engage our Upper School students and support them social-emotionally to encourage 90% or higher annual retention rates and a 95% or higher graduation rate.</li> </ul> <p><b>Baseline</b></p> <ul style="list-style-type: none"> <li>95% ADA</li> <li>95% or higher ADA; 10% or less in the SARB process</li> <li>85% or more of 8th graders matriculate to the Upper School</li> <li>90% or higher retention rates from 9th-12th grades; less than 7% drop out</li> <li>90% or higher graduation rate for seniors</li> </ul>	<p>maintained a nearly 99% retention and matriculation rate to the Upper School. There were zero student drop-outs in the 2020-21 school year.</p> <p>Academically engaged our upper school students and supported them social-emotionally to encourage 90% or higher annual retention rates and a 5% or less dropout rate. Our upper school maintained a more than 96% retention rate.</p> <p>Created student celebration/recognition opportunities to recognize students and parents with excellent attendance. Established criteria for this.</p> <p>Presented attendance data to parents, students, SSC, MWA Board, and CEO.</p> <p>Continued to conduct student exit interviews and collect data on student transfers.</p> <p>Developed mechanisms to acknowledge student and parent attendance improvement.</p> <p>Presented SARB data to parents, AIS Team, SSC, MWA Board, and CEO.</p> <p>Created a plan and schedule to engage students in college and career readiness through the Advisory system along with the development and use of individual “College and Career Readiness Plans” to track progress towards graduation or Certificates of Completion.</p> <p>Tracked GPA data of “students of concern” (students with less and a 2.5 GPA) and/or students failing two or more classes to discuss strategies to address effectively support students staying on track to earn their high school diploma.</p>

Expected	Actual
	<p>Engaged a group of administrators, faculty, and staff to discuss graduation rate data annually and propose interventions and refinements to the program to further increase graduation rates.</p> <p>Promoted, publicized, and recognized students who make improvements in their grades from failing to passing and increase their GPA's from below 2.5 to higher than 2.5.</p> <p>Presented high school graduation rate data to the AIS, SSC, MWA Board, and CEO annually to discuss successes, challenges, and possible solutions.</p>

**Actions / Services**

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>SUBPRIORITY A – STUDENT ATTENDANCE RATES</p> <ol style="list-style-type: none"> <li>1. Create student celebration recognition opportunities to recognize student and parent excellent attendance. Establish criteria for this.</li> <li>2. Present attendance data to parents, students, SSC, MWA Board, and CEO.</li> <li>3. Continue to conduct student exit interviews and collect data on student transfers.</li> </ol>	<p>2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration \$60,000</p>	<p>2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration \$60,000</p>
<p>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</p> <ol style="list-style-type: none"> <li>1. Develop mechanisms to acknowledge student and parent improvement.</li> <li>2. Present SARB data to parents, AIS Team, SSC, MWA Board, and CEO.</li> </ol>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$50,000</p> <p>2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration \$30,000</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$50,000</p> <p>2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration \$30,000</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>SUBPRIORITY B – STUDENT ABSENTEEISM RATES</p> <ol style="list-style-type: none"> <li>1. Develop mechanisms to acknowledge student and parent improvement.</li> <li>2. Present SARB data to parents, AIS Team, SSC, MWA Board, and CEO.</li> </ol>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$60,000</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$60,000</p>
<p>SUBPRIORITY D – HIGH SCHOOL DROPOUT RATES</p> <ol style="list-style-type: none"> <li>1. Create a plan and schedule to engage students in college and career readiness through the Advisory system along with the development and use of individual “College and Career Readiness Plans” to track progress towards graduation or Certificates of Completion.</li> <li>2. Track GPA data of “students of concern” (students with less and a 2.5 GPA) and/or students failing two or more classes to discuss strategies to address effectively support students staying on track to earn their high school diploma.</li> <li>3. Engage a group of administrators, faculty, and staff to discuss graduation rate data annually and propose interventions and refinements to the program to further increase graduation rates.</li> <li>4. Promote, publicize, and recognize students who make improvements in their grades from failing to passing and increase their GPA’s from below 2.5 to higher than 2.5.</li> <li>5. Present high school graduation rate data to the AIS, SSC, MWA Board, and CEO annually to discuss successes, challenges, and possible solutions.</li> </ol>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$27,930</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$27,930</p>

<p align="center"><b>Planned Actions/Services</b></p>	<p align="center"><b>Budgeted Expenditures</b></p>	<p align="center"><b>Actual Expenditures</b></p>
<p>SUBPRIORITY E – HIGH SCHOOL GRADUATION RATES</p> <p>1.Create a plan and schedule to engage students in college and career readiness through the Advisory system along with the development and use of individual “College and Career Readiness plans” to track progress towards graduation or Certificates of Completion.</p> <p>2.Track GPA data of “students of concern” (students with less and a 2.5 GPA) and/or students failing more than two or more classes to discuss strategies to address effectively support students staying on track to earn their high school diploma.</p> <p>3.Engage a group of administrators, faculty, and staff to discuss graduation rate data annually and propose interventions and refinements to the program to further increase graduation rates.</p> <p>4.Promote, publicize, and recognize students who make improvements in their grades from failing to passing and increase their GPA’s from below 2.5 to higher then 2.5.</p> <p>5.Present high school graduation rate data to the AIS, SSC, MWA Board, and CEO annually to discuss successes, challenges, and possible solutions.</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$60,000</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$60,000</p>

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All funds that were budgeted for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Although we may have fell a few percentage points below our attendance goal (96%) we are extremely proud to have an average daily attendance rate of 92% during a global pandemic. This was accomplished by conducting weekly student outreach--which totaled over 450 phone calls to families. In addition, we created a remote learning SARB process that supported school attendance and ongoing academic engagement. In response to a community needs assessment we made it a goal to support our students with social emotional learning (SEL) and development during this global pandemic. Our SEL focused advisory framework achieved an 85% attendance rate academy wide. We designed, developed and deployed content, activities, and tools to help facilitate students creating self care plans and life dream vision boards. There were also parent workshops that focused on how parents can best support themselves and their students by creating self-care plans.

An overall challenge during AY 20-21 was navigating an ever changing landscape of educational policy that was in response to the public health crisis as as result of COVID-19. We are extremely proud of how our faculty and staff showed up during a time where there was calls for racial justice, police reform, and a global pandemic. Some staff members were dealing with personal crisis during this time and still showed up (and out!) in support of our mission. The efficacy of our work as a school is rooted in two of our five core values: resilience and community, and we leaned heavily on these values to anchor us throughout this year.

## Goal 6

School climate, as measured by all of the following, as applicable:

- A. Pupil suspension rates
- B. Pupil expulsion rates
- C. Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 6: School Climate (Engagement)

Local Priorities:

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b></p> <ul style="list-style-type: none"> <li>• Social Worker Services Dashboard</li> <li>• Student Management Data (Dean of Students)</li> <li>• Professional Development calendar, meeting notes and surveys</li> </ul>	<p>Implemented a number social-emotional learning development lessons via the Advisory period and related faculty/staff trainings that contributed to curtailing and limiting the number of suspensions/expulsions.</p> <p>Conducted semi-annual surveys of students and parents to gauge their sense of safety, mission alignment, and connectedness within the community.</p> <p>Measured student and parent responses with respect to safety and connectedness with a goal of 80% or more of our students and parents feeling that MWA is safe, that they feel a strong connection to the mission, and that they feel seen and heard.</p> <p>Provided clear and consistent messaging on the Student Management System and Parent-Student Handbook; Implemented the restorative justice practices and social-emotional support framework with fidelity.</p>

Expected	Actual
<p><b>19-20</b></p> <ul style="list-style-type: none"> <li>Implement a number of social-emotional, Advisory, and classroom based strategies, and faculty/staff trainings that can contribute to possibly curtailing and limiting the number of suspensions.</li> <li>Implement a number of social-emotional, Advisory, and classroom based strategies, and faculty/staff trainings that can contribute to possibly curtailing and limiting the number of expulsions.</li> <li>Measure student and parent responses with respect to safety and connectedness with a goal of 80% or more of our students and parents feeling that MWA is safe, that they feel a strong connection to the mission, and that they feel seen and heard.</li> </ul> <p><b>Baseline</b></p> <ul style="list-style-type: none"> <li>70% or more of the plan is implemented as measured in the Social Worker Dashboard</li> <li>70% or more of the training and support plan is implemented as indicated by the Social Worker Dashboard</li> <li>75% or more of students and parents indicate through the survey that MWA is safe, there is connection to the mission, and they feel seen and heard</li> </ul>	<p>Provided for off-site (online only due to Covid-19 limitations) and site-based professional development for Deans, staff, and other administrators to continue to refine their knowledge of discipline management techniques and social-emotional development.</p> <p>Provided school Social Workers to help students and families connect with site-based and off-site service providers to seek targeted support.</p> <p>Provided for ongoing training of the MWA Social Worker to be able to help address more severe student issues.</p> <p>A cross section of the administration, faculty, staff, parents, and students reviewed data and made recommendations. Findings were presented to Parents, SSC, MWA Board, and CEO.</p> <p>Shared discipline (Deans) and social-emotional well-being data (Social Worker) quarterly with MWA staff via the MWA Dashboard on "Student Behavior and Mental Health." Utilized socio-emotional data and support from community partnerships during professional development with staff members to implement change, providing foundational support for instructional practices and the learning environment.</p>

**Actions / Services**

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
SUBPRIORITY A – PUPIL SUSPENSION RATES	1000-1999: Certificated Personnel Salaries LCFF	1000-1999: Certificated Personnel Salaries LCFF



<p align="center"><b>Planned Actions/Services</b></p>	<p align="center"><b>Budgeted Expenditures</b></p>	<p align="center"><b>Actual Expenditures</b></p>
<p>1. Provide clear and consistent messaging on the Student Management System and Parent-Student Handbook.</p> <p>2. Implement the restorative justice practices and social-emotional framework practices with fidelity.</p> <p>3. Provide for off-site and site-based professional development for Deans, staff, and other administrators to continue to refine their knowledge of discipline management techniques and social-emotional development.</p>	<p>Supplemental and Concentration \$30,000</p>	<p>Supplemental and Concentration \$30,000</p>
<p><b>SUBPRIORITY B – PUPIL EXPULSION RATES</b></p> <p>1. Provide consistent Student Management System &amp; Parent-Student Handbook messaging.</p> <p>2. Implement the restorative justice practices and social-emotional framework practices with fidelity.</p> <p>3. Provide for a school Social Worker to help students and families connect with site-based and off-site service providers to seek targeted support.</p> <p>4. Provide for ongoing training of the MWA Social Worker to be able to help address more severe student issues.</p> <p>5. Provide for off-site and site-based professional development for Deans, staff, and other administrators to continue to refine their knowledge of discipline management techniques and social-emotional development.</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$60,000</p> <p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$50,000</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$60,000</p> <p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$50,000</p>

<p align="center"><b>Planned Actions/Services</b></p>	<p align="center"><b>Budgeted Expenditures</b></p>	<p align="center"><b>Actual Expenditures</b></p>
<p>SUBPRIORITY C – OTHER SCHOOL SAFETY AND SCHOOL CONNECTEDNESS MEASURES (SURVEYS)</p> <p>1. Conduct semi-annual surveys of students and parents to gauge their sense of safety, mission alignment, and connectedness within the community. A comprehensive school climate survey will be administered to students and parents biennially.</p> <p>2. Create a committee representing cross sections of the administration, faculty, staff, parents, and students to review the data and make recommendations.</p> <p>3. Present findings to the Parents, SSC, MWA Board, and CEO.</p> <p>4. Share discipline (Deans) and social-emotional well-being data (Social Worker) quarterly with MWA staff. Utilize socio-emotional data (Social Worker) during professional development with staff members to implement change, and serve as foundation for instructional practices and the learning environment.</p> <p>5. Look at creating a plan for more opportunities to look for cross-grade community building.</p> <p>6. Look to create 1-2 parent socialization activities per year.</p>	<p>2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration \$90,000</p> <p>2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration \$134,292</p> <p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$48,008</p> <p>5000-5999: Services And Other Operating Expenditures Title IV \$20,284</p>	<p>2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration \$90,000</p> <p>2000-2999: Classified Personnel Salaries LCFF Supplemental and Concentration \$134,292</p> <p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$48,008</p> <p>5000-5999: Services And Other Operating Expenditures Title IV \$20,284</p>

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All funds that were budgeted for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Our greatest successes this school year included developing and implementing daily synchronous Advisory lessons for all students focusing on relationship building, connectedness and social-emotional learning development. Survey data indicates that over 80% of MWA students feel that Advisory offerings have been helpful during distance learning, over 60% of students like to come to school because they feel safe, over 75% of Wave-Makers believe that their teachers and staff treat them fairly and make them feel like they belong, and nearly 70% of students know what resources and adults to connect with when feeling sad or hopeless.

Adding to these successes, we committed approximately 25% of our weekly professional development calendar toward supporting the social-emotional well-being of faculty/staff and toward developing their social-emotional skills and competencies through trainings provided by our Holistic Support Services Team and community partnerships. Over 85% of faculty/staff survey respondents report that they are likely to use the mindfulness and resilience-based practices provided via these offerings on a daily or regular basis. With these supports in place, over 73% of faculty/staff report that they "often" or "regularly" incorporate social-emotional literacy and mindfulness into their current teaching practices.

This school year also presented challenges in the areas of student safety and connectedness, as reflected by our student's top concerns from school climate surveys. While extraordinary efforts were made to address the interpersonal connection and safety needs of students in COVID-19 affected distance learning environments, over 40% of students remained worried or very worried about not being able to be with classmates during distance learning, while 38% of students were worried or very worried about conflict with other students or Bullying.

## Goal 7

The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.

“Broad course of study” includes the following, as applicable:

Grades 5-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)

Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 7: Course Access (Conditions of Learning)

Local Priorities:

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b> - Course schedule scorecard</p> <p><b>19-20</b> - 100% of students are enrolled in courses at the Middle School that meet the state criteria for “course access” and a the Upper School (high school) that meet and/or exceed MWA graduation requirements (consistent with UC/CSU required entrance requirements) through offering a viable but varied set of differentiated courses.</p> <p><b>Baseline</b> - Ensure that students are enrolled in courses that area aligned with MWA graduation requirements</p>	<p>- 100% of students at Making Waves Academy have access to a broad course of study in the required subject areas of English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board (Grades 5-6) and English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education (Grades 7-12).</p>

## Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<ol style="list-style-type: none"> <li>1. Plan for and ensure the daily schedule is “guaranteed and viable”.</li> <li>2. Continue to refine and develop offerings in the MS and the course catalogue in the Upper School.</li> <li>3. Ensure course offerings and daily schedule reflect options for specialized support and allow for EL, IEP, Intervention, and GATE support.</li> <li>4. Annually “audit” the course schedule to assess its viability and to make proposals for new courses to be added or taken away as a result of analysis.</li> <li>5. Insure students have access, programming, and targeted academic support.</li> <li>6. Explore ways to offer more language course options at the Upper School.</li> <li>7. Develop a plan for expanding performing arts options and courses.</li> <li>8. Gauge interest and explore a plan to expand world language options and courses.</li> </ol>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$210,000</p> <p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$49,818</p> <p>1000-1999: Certificated Personnel Salaries Title I \$165,870</p> <p>2000-2999: Classified Personnel Salaries Title I \$176,154</p> <p>3000-3999: Employee Benefits Title I \$39,505</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$210,000</p> <p>5000-5999: Services And Other Operating Expenditures LCFF Supplemental and Concentration \$49,818</p> <p>1000-1999: Certificated Personnel Salaries Title I \$165,870</p> <p>2000-2999: Classified Personnel Salaries Title I \$176,154</p> <p>3000-3999: Employee Benefits Title I \$39,505</p>

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All funds that were budgeted for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

Successes:

All students have access to standards aligned core classes. Our courses are A-G aligned and we work with our upper school students directly to ensure that they are on a track to complete all A-G requirements. We use PowerSchool to track course offerings for all of our students. Our students with disabilities are closely monitored by our Director of Special Education and our English Language Learners are monitored by our English Language Development Coordinator.

Our systems are strong and our students are currently enrolled in A-G approved courses. We are working to build out CTE pathways for our students.

Challenges:

As we return from distance learning, we have work to do to ensure that all students are on track to passing all of their required courses. We believe that our approach to credit recovery is strong and will support us in meeting this goal.

We look forward to onboarding more teachers to support smaller class sizes, further building out our intervention program and offering strategic small group enrichment opportunities.

## Goal 8

Pupil outcomes, if available, in the subject areas described above in Goal #7, as applicable.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

### Annual Measurable Outcomes

Expected	Actual
<p><b>Metric/Indicator</b></p> <ul style="list-style-type: none"> <li>• CAASPP scores for English and GPAs for English</li> <li>• CAASPP scores for Math and GPAs for Math</li> <li>• CAASPP scores for Science and GPAs for Science</li> <li>• CAASPP scores for Social Science and GPAs for Social Science</li> <li>• Data Walls in the school</li> <li>• Health and Wellness grades and Physical Fitness Test scores</li> <li>• Foreign Language grades and course completion</li> <li>• Course Schedule</li> </ul>	<p>While we did not administer the SBAC last academic year due to distance learning, we were able capture strong data in our interim and diagnostic testing.</p> <p>We met our goal for a 2.7 GPA schoolwide for all subjects combined.</p> <p>The Fitness Test was put on pause.</p> <p>100% of students took a visual arts class in MS and US.</p> <p>Refined plan for CTE pathways.</p>

Expected	Actual
<p><b>19-20</b></p> <ul style="list-style-type: none"> <li>• 80% or more of students will “Meet” or “Exceed” the standard on the new CA standardized tests (CAASPP) for English and the overall GPA average by grade level for students in English is 2.7.</li> <li>• 80% or more of students will “Meet” or “Exceed” the standard on the new CA standardized tests (CAASPP) for Math and the overall GPA average by grade level for students in Math is 2.7.</li> <li>• 80% or more of students will “Meet” or “Exceed” the standard on the CA standardized tests for Social Science in 8th and in the content specific courses in high school; the overall GPA average by grade level for students in Social Science is 2.5.</li> <li>• 80% or more of students will “Meet” or “Exceed” the standard on the CA standardized tests for Science in 5th, 8th,, and 10th grades and in the content specific courses in high school; the overall GPA average by grade level for students in Science is 2.5.</li> <li>• 100% of students will take Visual Art courses in both the Middle School and Upper School; every student will meet criteria for their work to be shown or displayed within the classroom or in public spaces such as the hallways or office.</li> <li>• Students will meet various goals for physical education through their Health and Wellness courses in both the Middle School and Upper School such as: 100% of students will enroll in and pass their required Health and Wellness course; 95% or more will take their grade level respective Physical Fitness Test; 90% or more of students will pass their corresponding CA Physical Fitness Exam.</li> </ul>	



## Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>SUBPRIORITY A – ENGLISH, MATHEMATICS, SOCIAL SCIENCES, SCIENCE, VISUAL AND PERFORMING ARTS, PHYSICAL EDUCATION, HEALTH, AND FOREIGN LANGUAGES</p> <ol style="list-style-type: none"> <li>1.Ensure faculty, parents, and students know the goal.</li> <li>2.Post mid-quarter and quarterly data in designated locations in the Middle School and Upper School hallways, offices, and classrooms.</li> <li>3.Continue to run initial analysis of quarterly data through the AIS Team.</li> <li>4.Divisional meetings among Content Leads and the Middle School and Upper School Directors to discuss common strategies and outcomes for student growth.</li> <li>5.Content Leads report out to their respective division faculty groups and to the division Director (Upper or Middle School).</li> <li>6. Develop schoolwide health and wellness goals.</li> </ol>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$100,000</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$100,000</p>
<p>SUBPRIORITY B – CTE (GRADES 7-12 ONLY)</p> <ol style="list-style-type: none"> <li>1.Develop a plan to research, identify, and adopt CTE options that include a variety of approaches: AP courses, online courses &amp; concurrent enrollment.</li> <li>2.Insure CTE goals are known by the faculty, students, and parents.</li> <li>3.CTE options and data are shared with the community annually in a report.</li> </ol>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$70,000</p>	<p>1000-1999: Certificated Personnel Salaries LCFF Supplemental and Concentration \$70,000</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures

## Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All funds that were budgeted for actions and services were implemented and used to support students, families, teachers, and staff.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

### Successes:

- Refined middle school model to reflect a hybrid teaching model in 5th and 6th grade. We believe that this will enhance integrated instruction and socio-emotional well-being.
- Built out CTE pathways and started planning for a coding pathway.
- All students had access to appropriate courses in Distance Learning
- We met our GPA Goals

### Challenges:

- Many assessments were put on pause during the 19-20 school year, making it challenging to assess using standardized testing.

# Annual Update for the 2020–21 Learning Continuity and Attendance Plan

The following is the local educational agency's (LEA's) analysis of its 2020-21 Learning Continuity and Attendance Plan (Learning Continuity Plan).

## In-Person Instructional Offerings

### Actions Related to In-Person Instructional Offerings

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
IXL and Star Diagnostic Testing;	19,370	27,717	Yes
Math Pilot Needs: Technology, special supplies such as white boards, paper, stylists, docucam	65,000	0	No
Digital Curriculum: TCI History, Open Up Online Math, Science Impact Curriculum	53,330	47,710	Yes
Director of Academic Support Services (New Position)	176,195	167,114	Yes
PPE, hand sanitizing stations, thermometers	55,000	9,746	Yes
10% of Dean of Students time will be devoted to training and reinforcing community members on COVID-19 specific safety protocols and procedures	54,239	47,829	Yes

A description of any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions.

We did not spend additional expenses on the math pilot program. We used the resources that we already had access to.

### Analysis of In-Person Instructional Offerings

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

We did not offer in person instruction during the 2020-21 school year.

# Distance Learning Program

## Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Purchased and administered diagnostics and interim assessments; ANET	35,000	16,771	Yes
Conduct weekly observations of all faculty and implement follow up coaching	40,000	93,310	Yes
15% of Dean of Students time will be dedicated to monitoring attendance patterns each week and to implementing re-engagement efforts	81,359	71,744	Yes
60% of clinician and Social Worker time will be devoted to Tele-mental Health services	571,137	571,137	Yes
1% of Social Worker time will be devoted to providing school supplies to foster and homeless students in need	2,683	2,683	Yes
1% of clinician and Social Worker time will be devoted to mandated reporting in distance learning environments	9,519	9,519	Yes
30% of Social Worker time will be devoted to assessing the needs of and allocating resources to foster youth, students with exceptional learning needs, youth with unique needs and youth experiencing homelessness	80,491	80,491	Yes
Hotspots	41,040	35,943	Yes

A description of any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions.

There are no sustentative differences between the planned actions and budgeted expenditures.

## Analysis of the Distance Learning Program

A description of the successes and challenges in implementing each of the following elements of the distance learning program in the 2020-21 school year, as applicable: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, and Support for Pupils with Unique Needs.

### Successes:

- All student had access to instruction during the 20-21 school year.
- We created a flexible bell schedule that allowed us to remain in compliance and be responsive to student needs: provide asynchronous and synchronous instruction and intervention.
- We allocated devices for all students
- We passed out hotspots to students in need
- We administered all assessments: Diagnostic, Interim and Summative CAASPP/ELPAC testing.
- We have clear evidence of learning in distance learning as shown by assessment data
- We provided weekly professional development on our priorities: Social-Emotional Well-Being, Rigorous Instruction and Safe Environments.
- We built out an effective intervention program and continued psychological services in a remote setting
- We implemented a strong attendance outreach protocol and held SARB meetings.

### Challenges:

- We had a small number of non-communicative students that despite our extensive outreach, did not engage in learning.
- We had a couple of mid-year teacher departures.

# Pupil Learning Loss

## Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Achievement Network Partnership	62,600	62,600	Yes
Deploy interventionists to support small groups of students based on diagnostic data	292,241	295,873	Yes

A description of any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions.

There are no substantive differences between the planned actions and budgeted expenditures.

## Analysis of Pupil Learning Loss

A description of the successes and challenges in addressing Pupil Learning Loss in the 2020-21 school year and an analysis of the effectiveness of the efforts to address Pupil Learning Loss to date.

### Successes:

- We administered interim and diagnostic assessments to track progress to learning goals.
- We noted that the achievement from the 19-20 and 20-21 school year was stagnant.
- We hosted targeted small group intervention sessions.

### Challenges:

- Measuring learning loss is challenging and requires a lot of data analysis. We were able to leverage our team, however we have planned a more efficient way to track learning loss in the fall.

## Analysis of Mental Health and Social and Emotional Well-Being

A description of the successes and challenges in monitoring and supporting mental health and social and emotional well-being in the 2020-21 school year.

Primary successes in the areas of monitoring and supporting mental health and social-emotional well-being in the 2020-21 school year included our early mental health identification and intervention processes, via our "Notice. Talk. Act." protocol and our online student monitoring system. In semester one alone, our Holistic Support Service Team investigated over 200 reports/alerts from community members and from our online monitoring system indicating potential risk or threat to student safety and well-being, requiring over 140 interventions from our Deans of Students and Social Workers for concerns on the themes of Potential Self-Harm/Grief, Potential Bullying, Violence/Abuse, & Violence/Rape.

More broadly, spearheading MWA's efforts to address the mental health needs of our students and on our school-wide goal to "optimize for the social-emotional well-being of all stakeholders" is the Center for Holistic Support Services, comprised of:

- Director of Holistic Support Services
- Senior Dean of Students (1)
- Deans of Students (3) for grades 5-6, 7-9 & 10-12
- Social Workers (2)
- Clinical psychological service providers (clinicians)

This team is also referred to as the "Holistic Support Services Team" (HSST). The HSST has collaborated to address and facilitate meeting the support needs of our faculty, student, and parent communities during this unprecedented season. These needs have largely centered around:

- Processing the impact of Covid-19
- Building a school community characterized by strong connections and relationships
- Developing healthy coping mechanisms
- Managing personal, academic, and professional lives during a time of perpetual crises and existential threats

These needs range across the areas of: 1) mental health support, 2) student safety, 3) student skill development (academic, social-emotional and career), 4) family support and development, and 5) intensive faculty professional development. These areas of focus and shifts in our approach to community support were in response to a tectonic shift in how human beings fundamentally engage one another as a result of the pandemic. When we think about innovation, innovation isn't solely defined by our programmatic structure, but innovation is also understood from the perspective of shaping and aligning behaviors that:

- Allow students to make choices that are in alignment with their life dreams
- Center teachers' relationship building and engagement practices on the development of emotional intelligence and behaviors that are aligned with MWA's Mission
- Support our parental community in aligning home behaviors and practices with MWA's Mission

These impact areas not only reflect the centrality and efficacy of our work, but are aligned with our cultural practices of effective teaming, collaboration, and relationship management. We are a department that is process and results-oriented, but not at the expense of relationship development and management.

In summer 2020, our Holistic Support Services Team conducted a comprehensive school-wide needs assessment examining our strengths, areas for growth, concerns to address, practices to continue, practices to initiate, and new innovations to consider across seven key areas of holistic engagement. Those areas are:

- 1) school culture and climate
- 2) attendance
- 3) counseling/Social Worker referral trends
- 4) behavior management/suspensions
- 5) social-emotional learning and well-being
- 6) parent/guardian support needs
- 7) faculty support needs

From our school-wide needs assessment, the HSST prioritized development, innovation, and support for stakeholders in the following three buckets for the 2020-21 school year:

1) Professional Development and Trainings:

- Develop the social-emotional skills and competencies of our teachers via a series of high impact Professional Development (PD) experiences
- Develop parent/guardian knowledge and skill-sets on how to support the academic, social emotional, and college and career needs of their children within the home via robust Parent Academy offerings

2) Community Partnerships:

- Establish strategic partnerships with local organizations to promote the social-emotional well-being of all stakeholders

3) Direct Student Services:

- Deliver daily universal Community Building/Advisory offerings to meet the holistic needs of all students focusing on the topics of:
  - Processing the Impact of COVID 19 & Systemic Racial Injustice
  - Community & Relationship Building
  - Study Skills
  - Coping Mechanisms
  - College & Career Development
- Integrate Community Building/Advisory themes into Tier 1 lesson plans across content areas



- Targeted group counseling & mentorship:

Small group counseling/mentoring services, expanded orientation modules, and reintegration to campus efforts for our most vulnerable students (chronically absent, multiple suspensions, cumulative GPAs below 2.0, students with intensive clinical needs, students noting high levels of general anxiety in culture and climate surveys, and low distance learning attendance/participation)

- Intensive Individualized Psychological Supports:

Clinical counseling and Social Worker services for students with the most acute needs

Bucket #1: Professional Development and Trainings-

Employees: This school year our Holistic Support Services Team led professional development offerings on the following topics:

- Holistic Support Services Introduction & Processing the Impact of COVID-19
- Restorative Practices & Behavior Management Systems
- Establishing Routines, Expectations & Procedures (REPs)
- Notice. Talk. Act. Referrals (Social Worker/Clinicians)
- Developing a Professional Culture of Trust
- Supporting the Holistic Needs of All Students Through Community Building & Advisory
- Tier 2 Group Mentorship
- Open Forum to Discuss and Process the Impact of Extended Isolation
- Inner Resilience and Resourcing: Understanding Your Stress Response Cycle and Engaging Practices to Find Your Window of Tolerance
- Wellness & Thriving Through Mindfulness
- Preparing the Mind for Success and Competition (PMSC) Overview, Vision and Goals

The HSST has also led Parent Academy offerings on the following topics:

- Open Forum to Discuss and Process the Impact of Election Season, COVID-19 and Extended Isolation
- Inner Resilience and Resourcing: Understanding Your Stress Response Cycle and Engaging Practices to Find Your Window of Tolerance
- Wellness & Thriving Through Mindfulness
- Mindful Parenting & Connecting
- Concepts from the Preparing the Mind for Success and Competition (PMSC) Institute

Our Director of Holistic Support Services and Senior Dean of Students are integral members of our PMSC (Preparing the Mind for Success and Competition) Implementation Team, collectively tasked with developing the capacity of our professional community with respect to their emotional intelligence, social-emotional competencies, and with regards to developing their abilities to approach professional obstacles and challenges through a solutions-oriented outlook that prioritizes productive interpersonal engagement practices. Our vision for PMSC at the Academy is that MWA will be a school community where all teachers and leaders are equipped with the social-emotional competencies to teach and model for our students how to meet the demands of rigorous college

environments, excel in competitive work industries, and take full advantage of educational opportunities and resources, while maintaining social-emotional well-being.

As MWA Leaders and PMSC training participants, it is our aim to seamlessly integrate PMSC principles into our respective management roles, programmatic offerings & relationship-centered approach to community building and engagement. Ultimately, PMSC will be integrated into Tier 1 lessons and programming across all levels of leadership and content.

Our goals for PMSC are as follows:

- Ensure that all leaders understand what PMSC is and how it connects to our daily work
- Integrate PMSC into what we are already doing
- Explain student behaviors (e.g. motivation, opposition, resistance, conflict, etc.) based on PMSC domains
- Use tools to engage students and adapt to challenges and obstacles
- Understand challenges & obstacles through the PMSC model
- Utilize PMSC Pathways to assess, coach, & problem-solve around obstacles to student success and well-being

Bucket #2: Community Partnerships-

To optimize for the social-emotional well-being of all stakeholders in a year of extraordinary challenges, the Holistic Support Service Team's proposal for the procurement of a wellness partnership with Seeds of Awareness was approved by our Board of Directors in December of 2020. Seeds of Awareness is a Bay-Area nonprofit organization that serves K-12 schools providing comprehensive social-emotional and mindfulness education to teachers, students and parents. Our wellness partnership provided professional development/in-service training to support all faculty and staff with building their inner capacity and resourcing to navigate stressors, conflict, and intensity for themselves, and to model and share these practices and resources with their students and peers. This included monthly workshops themed in response to identified needs of our educators and school system, including but not limited to the topics of:

- Inner Resilience & Resourcing for Educators
- Trauma-Informed Classrooms, Vicarious Trauma, & Burnout
- SEL Skill-building and Experiential Practice
- Mindful & Restorative Relationship Building

In addition to providing proactive support to all faculty and staff in these areas, more intensive differentiated supports were provided to small groups of teachers via Mindful Educator Group Coaching Sessions. These coaching sessions were offered as opt-in intensive supports for a limited number of teachers who desire further growth, reinforcement and deeper learning on the monthly PD themes provided to our entire faculty and staff through our wellness partnership. This support offering was publicized to all instructors, and we are excited that every MWA instructor who expressed interest in this opportunity was assigned to a Mindful Educator group for ongoing support and development.

Bucket #3: Direct Student Services-

Our team is proud of the intensive work that was done to create and implement daily, synchronous social-emotional learning (SEL) and holistic development offerings for all Wave-Makers via the Advisory period. Through Advisory we created a predictable daily

routine and ritual for students where relationship building and forming social connections with peers and teachers was the focus. We prioritized creating fun, experiential, inquiry and reflection-based interactive sessions intended to alleviate our community's sense of social isolation during this COVID-19, systemic racial injustice, and crisis impacted season. Core elements of each daily Advisory period offering included the following:

- Opening activity to transition students mindfully into the period (e.g. highlight a motivational quote or practice a mindful minute)
- Review of Advisory Norms providing space to reiterate expectations that help students be their best selves in Advisory
- Daily check-in to elevate all student voices (e.g. emotional "weather report", reflection on accomplishments or goals for the week, discuss what you are looking forward to or are most excited about for the day, etc.)
- Content or lesson for the day to teach, model and reinforce skills and competencies for student holistic development (e.g. practicing coping strategies, identifying school-based social support networks, digital citizenship, practicing outreach for support, developing organization and time management skills, etc.)
- Brief community building activity (e.g. "minute-to-win it", guess the celebrity baby picture, announcements and shout-outs, etc.)
- Closing to help transition students from Advisory back to their core classes. (e.g. "mindful minute", breathing exercise, or thoughtful transition to the next period)

Semester One Weekly Attendance Advisory Rate:

86% of middle school students attended Academy-wide SEL Advisory period

85.5% of upper school students attended Academy-wide SEL Advisory period

Given the nature of the 2020-21 school year, a key focus area of Advisory has been on helping students take care of themselves, increasing awareness of their mental/psychological/physical needs, and promoting healthy ways for students to meet their needs. This was evident in our offerings on Self-Care Strategies, Self-Care Plans, and Self-Care Vision Boards. Another key focus of Advisory has been on how students can take care of others, as highlighted in Kindness Week, and "Notice. Talk. Act." activities and lessons.

Another indispensable HSST offering at the Academy to address the mental health needs of our students is our professional school-based counseling and therapeutic services. Our MWA Social Workers and clinicians, also referred to as our "Clinical Care Team," provided intensive individualized and small group therapeutic/counseling services. These services made-up our Tier 3 differentiated supports for students with the most acute psychological and social-emotional support needs. This Clinical Care Team met on a weekly basis to discuss emerging psychosocial support referrals and to triage community needs to ensure that our students with the most significant needs were provided with the highest quality of professional counseling and support services in a timely manner. Beyond providing direct psychological services for students via counseling services, MWA Social Workers also conducted Safety/Risk Assessments for students at risk of harming themselves or others, provided crisis intervention, case management, direct support to staff, parent/guardian consultation and coaching, and provided referrals to community resources for families in need.

## Analysis of Pupil and Family Engagement and Outreach

A description of the successes and challenges in implementing pupil and family engagement and outreach in the 2020-21 school year.

This school year has required us to rethink the way that we communicate with families and continue to have a high level of engagement during a remote environment. Our families are used to an open door policy to our campus where they have frequent interactions with faculty and staff and are able to come into the front office to be informed. In the beginning of the school year we experienced challenges with families feeling like they had all of the information they needed, given the fact that they did not have direct access to the school and staff. However, we used this as an opportunity to improve our systems and made sure to modify things that had worked in the past. This school year we continued to have Saturday parent meetings, host open forum meetings with school leaders, send weekly communication with updates in both English and Spanish and launched a parent portal that contains relevant and important information. Parents have different preferences around communication and how to be engaged and using many methods has allowed us to reach many parents during this school year.

## Analysis of School Nutrition

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

### Successes:

We have had great success with providing meals to students during the 20-21 school year. Meals include nutritious lunch, and snack for the week. We worked closely with our food vendor to ensure that there was a variety of food available to families and that we were providing the best quality food available to us. Our staff and families all followed safety protocols which allowed us to serve meals all year without any incidents.

### Challenges:

Some areas of challenges involved having families come to campus multiple days a week and having leftover meals on some days. In order to determine the best way to support we sent out surveys to our parents and after analyzing the data, so we made a change to having meal kits for the week distributed on Mondays from 11AM to 1PM rather than both Monday and Wednesday.

# Additional Actions and Plan Requirements

## Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing

A description of any substantive differences between the planned actions and budgeted expenditures for the additional plan requirements and what was implemented and expended on the actions.

There are no substantive differences.

## Overall Analysis

An explanation of how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.

Making Waves Academy hosted a number of reflective stakeholder engagement sessions that allowed community members to identify strengths and areas for growth from this academic year of distance learning to carry over to future plans.

An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

Making Waves Academy has refined our approach to intervention and learning loss. We have developed an equation to pin point which learning was actually lost during distance learning. This frameworks is spelled out in the LCAP and resources are allocated to support successful implementation.

A description of any substantive differences between the description of the actions or services identified as contributing towards meeting the increased or improved services requirement and the actions or services implemented to meet the increased or improved services requirement.

There are no substantive differences.

## **Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan**

A description of how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP.

MWA has reflected substantially on our data and programs throughout this school year. We have taken time to engage our stakeholders in sharing feedback on all elements of our school program, engaged in department specific reflections and analyzed qualitative and quantitative data. All of this reflection has informed key action items in the 21-24 LCAP.

## Instructions: Introduction

The Annual Update Template for the 2019-20 Local Control and Accountability Plan (LCAP) and the Annual Update for the 2020–21 Learning Continuity and Attendance Plan must be completed as part of the development of the 2021-22 LCAP. In subsequent years, the Annual Update will be completed using the LCAP template and expenditure tables adopted by the State Board of Education.

*For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at [lcff@cde.ca.gov](mailto:lcff@cde.ca.gov).*

## Instructions: Annual Update for the 2019–20 Local Control and Accountability Plan Year

### Annual Update

The planned goals, state and/or local priorities, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the approved 2019-20 Local Control and Accountability Plan (LCAP). Minor typographical errors may be corrected. Duplicate the Goal, Annual Measurable Outcomes, Actions / Services and Analysis tables as needed.

For each goal in 2019-20, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in 2019-20 for the goal. If an actual measurable outcome is not available due to the impact of COVID-19 provide a brief explanation of why the actual measurable outcome is not available. If an alternative metric was used to measure progress towards the goal, specify the metric used and the actual measurable outcome for that metric.

Identify the planned Actions/Services, the budgeted expenditures to implement these actions toward achieving the described goal and the actual expenditures to implement the actions/services.

#### Goal Analysis

Using available state and local data and input from parents, students, teachers, and other stakeholders, respond to the prompts as instructed.

- If funds budgeted for Actions/Services that were not implemented were expended on other actions and services through the end of the school year, describe how the funds were used to support students, including low-income, English learner, or foster youth students, families, teachers and staff. This description may include a description of actions/services implemented to mitigate the impact of COVID-19 that were not part of the 2019-20 LCAP.



- Describe the overall successes and challenges in implementing the actions/services. As part of the description, specify which actions/services were not implemented due to the impact of COVID-19, as applicable. To the extent practicable, LEAs are encouraged to include a description of the overall effectiveness of the actions/services to achieve the goal.

## **Instructions: Annual Update for the 2020–21 Learning Continuity and Attendance Plan**

### **Annual Update**

The action descriptions and budgeted expenditures must be copied verbatim from the 2020-21 Learning Continuity and Attendance Plan. Minor typographical errors may be corrected.

### **Actions Related to In-Person Instructional Offerings**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to in-person instruction and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing in-person instruction in the 2020-21 school year, as applicable. If in-person instruction was not provided to any students in 2020-21, please state as such.

### **Actions Related to the Distance Learning Program**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to the distance learning program and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing distance learning in the 2020-21 school year in each of the following areas, as applicable:
  - Continuity of Instruction,
  - Access to Devices and Connectivity,



- Pupil Participation and Progress,
- Distance Learning Professional Development,
- Staff Roles and Responsibilities, and
- Supports for Pupils with Unique Needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness

To the extent practicable, LEAs are encouraged to include an analysis of the effectiveness of the distance learning program to date. If distance learning was not provided to any students in 2020-21, please state as such.

## **Actions Related to Pupil Learning Loss**

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to addressing pupil learning loss and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in addressing Pupil Learning Loss in the 2020-21 school year, as applicable. To the extent practicable, include an analysis of the effectiveness of the efforts to address pupil learning loss, including for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils who are experiencing homelessness, as applicable.

## **Analysis of Mental Health and Social and Emotional Well-Being**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in monitoring and supporting Mental Health and Social and Emotional Well-Being of both pupils and staff during the 2020-21 school year, as applicable.

## **Analysis of Pupil and Family Engagement and Outreach**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges related to pupil engagement and outreach during the 2020-21 school year, including implementing tiered reengagement strategies for pupils who were absent from distance learning and the efforts of the LEA in reaching out to pupils and their parents or guardians when pupils were not meeting compulsory education requirements or engaging in instruction, as applicable.

## **Analysis of School Nutrition**

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in providing nutritionally adequate meals for all pupils during the 2020-21 school year, whether participating in in-person instruction or distance learning, as applicable.

## **Analysis of Additional Actions to Implement the Learning Continuity Plan**

- In the table, identify the section, the planned actions and the budgeted expenditures for the additional actions and the estimated actual expenditures to implement the actions, as applicable. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the additional actions to implement the learning continuity plan and what was implemented and/or expended on the actions, as applicable.

## **Overall Analysis of the 2020-21 Learning Continuity and Attendance Plan**

The Overall Analysis prompts are to be responded to only once, following an analysis of the Learning Continuity and Attendance Plan.

- Provide an explanation of how the lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.
  - As part of this analysis, LEAs are encouraged to consider how their ongoing response to the COVID-19 pandemic has informed the development of goals and actions in the 2021–24 LCAP, such as health and safety considerations, distance learning, monitoring and supporting mental health and social-emotional well-being and engaging pupils and families.
- Provide an explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs (including low income students, English learners, pupils with disabilities served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness).
- Describe any substantive differences between the actions and/or services identified as contributing towards meeting the increased or improved services requirement, pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496, and the actions and/or services that the LEA implemented to meet the increased or improved services requirement. If the LEA has provided a description of substantive differences to actions and/or services identified as contributing towards meeting the increased or improved services requirement within the In-Person Instruction, Distance Learning Program, Learning Loss, or Additional Actions sections of the Annual Update the LEA is not required to include those descriptions as part of this description.

## **Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan**

The Overall Analysis prompt is to be responded to only once, following the analysis of both the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan.

- Describe how the analysis and reflection related to student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP, as applicable.

California Department of Education  
January 2021

## Annual Update for the 2019–20 Local Control and Accountability Plan Year Expenditure Summary

Total Expenditures by Funding Source		
Funding Source	2019-20 Annual Update Budgeted	2019-20 Annual Update Actual
All Funding Sources	2,516,006.00	2,516,006.00
LCFF Supplemental and Concentration	2,049,048.00	2,049,048.00
Title I	381,529.00	381,529.00
Title II	46,392.00	46,392.00
Title III	18,753.00	18,753.00
Title IV	20,284.00	20,284.00

\* Totals based on expenditure amounts in goal and annual update sections.

<b>Total Expenditures by Object Type</b>		
<b>Object Type</b>	<b>2019-20 Annual Update Budgeted</b>	<b>2019-20 Annual Update Actual</b>
All Expenditure Types	2,516,006.00	2,516,006.00
1000-1999: Certificated Personnel Salaries	1,331,553.00	1,331,553.00
2000-2999: Classified Personnel Salaries	490,446.00	490,446.00
3000-3999: Employee Benefits	39,505.00	39,505.00
4000-4999: Books And Supplies	165,000.00	165,000.00
5000-5999: Services And Other Operating Expenditures	464,502.00	464,502.00
5800: Professional/Consulting Services And Operating Expenditures	25,000.00	25,000.00

\* Totals based on expenditure amounts in goal and annual update sections.

<b>Total Expenditures by Object Type and Funding Source</b>			
<b>Object Type</b>	<b>Funding Source</b>	<b>2019-20 Annual Update Budgeted</b>	<b>2019-20 Annual Update Actual</b>
All Expenditure Types	All Funding Sources	2,516,006.00	2,516,006.00
1000-1999: Certificated Personnel Salaries	LCFF Supplemental and Concentration	1,146,930.00	1,146,930.00
1000-1999: Certificated Personnel Salaries	Title I	165,870.00	165,870.00
1000-1999: Certificated Personnel Salaries	Title III	18,753.00	18,753.00
2000-2999: Classified Personnel Salaries	LCFF Supplemental and Concentration	314,292.00	314,292.00
2000-2999: Classified Personnel Salaries	Title I	176,154.00	176,154.00
3000-3999: Employee Benefits	Title I	39,505.00	39,505.00
4000-4999: Books And Supplies	LCFF Supplemental and Concentration	165,000.00	165,000.00
5000-5999: Services And Other Operating Expenditures	LCFF Supplemental and Concentration	397,826.00	397,826.00
5000-5999: Services And Other Operating Expenditures	Title II	46,392.00	46,392.00
5000-5999: Services And Other Operating Expenditures	Title IV	20,284.00	20,284.00
5800: Professional/Consulting Services And Operating Expenditures	LCFF Supplemental and Concentration	25,000.00	25,000.00

\* Totals based on expenditure amounts in goal and annual update sections.

<b>Total Expenditures by Goal</b>		
<b>Goal</b>	<b>2019-20 Annual Update Budgeted</b>	<b>2019-20 Annual Update Actual</b>
<b>Goal 1</b>	451,392.00	451,392.00
<b>Goal 2</b>	230,000.00	230,000.00
<b>Goal 3</b>	70,000.00	70,000.00
<b>Goal 4</b>	232,753.00	232,753.00
<b>Goal 5</b>	287,930.00	287,930.00
<b>Goal 6</b>	432,584.00	432,584.00
<b>Goal 7</b>	641,347.00	641,347.00
<b>Goal 8</b>	170,000.00	170,000.00

\* Totals based on expenditure amounts in goal and annual update sections.

# Annual Update for the 2020–21 Learning Continuity and Attendance Plan Expenditure Summary

Total Expenditures by Offering/Program		
Offering/Program	2020-21 Budgeted	2020-21 Actual
In-Person Instructional Offerings	\$423,134.00	\$300,116.00
Distance Learning Program	\$861,229.00	\$881,598.00
Pupil Learning Loss	\$354,841.00	\$358,473.00
Additional Actions and Plan Requirements		
<b>All Expenditures in Learning Continuity and Attendance Plan</b>	<b>\$1,639,204.00</b>	<b>\$1,540,187.00</b>

Expenditures by Offering/Program (Not Contributing to Increased/Improved requirement)		
Offering/Program	2020-21 Budgeted	2020-21 Actual
In-Person Instructional Offerings	\$65,000.00	
Distance Learning Program		
Pupil Learning Loss		
Additional Actions and Plan Requirements		
<b>All Expenditures in Learning Continuity and Attendance Plan</b>	<b>\$65,000.00</b>	

Expenditures by Offering/Program (Contributing to Increased/Improved requirement)		
Offering/Program	2020-21 Budgeted	2020-21 Actual
In-Person Instructional Offerings	\$358,134.00	\$300,116.00
Distance Learning Program	\$861,229.00	\$881,598.00
Pupil Learning Loss	\$354,841.00	\$358,473.00
Additional Actions and Plan Requirements		
<b>All Expenditures in Learning Continuity and Attendance Plan</b>	<b>\$1,574,204.00</b>	<b>\$1,540,187.00</b>



# Coversheet

## FY2021-22 Budget

**Section:** IV. Action Items  
**Item:** H. FY2021-22 Budget  
**Purpose:** Vote  
**Submitted by:** Wallace Wei  
**Related Material:** 2021-22 School Budget - State Alternative Form.pdf  
2021-22 Budget - Central Office.pdf

### BACKGROUND:

Education Code 42127 requires that Making Waves Academy files an adopted operating budget for all funds with Contra Costa County Office of Education by July 1, 2021. The Finance Committee has reviewed the 2020-21 budget and recommend the Board to approve the Budget for the Fiscal Year 2020-21.

### RECOMMENDATION:

To review and approve the 2020-21 Budget. Fiscal Impact: \$30,634,083.

CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM

CHARTER SCHOOL CERTIFICATION

Charter School Name: Making Waves Academy  
(name continued) \_\_\_\_\_  
CDS #: 07-10074-0114470  
Charter Approving Entity: Contra Costa County  
County: Contra Costa  
Charter #: 0868  
Fiscal Year: 2021-22

To the entity that approved the charter school:

( X ) 2021-22 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report has been approved, and is hereby filed by the charter school pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Charter School Official  
(Original signature required)

Print Name: Alton B. Nelson, Jr. Title: Chief Executive Officer

To the County Superintendent of Schools:

(     ) 2021-22 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report is hereby filed with the County Superintendent pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative of  
Charter Approving Entity  
(Original signature required)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

For additional information on the BUDGET, please contact:

For Approving Entity:

Bill Clark  
Name

Associate Superintendent  
Title

925-942-3310  
Telephone

[bclark@cccocoe.k12.us](mailto:bclark@cccocoe.k12.us)  
E-mail address

For Charter School:

Alton B. Nelson, Jr.  
Name

Chief Executive Officer  
Title

510-262-1511  
Telephone

[anelson@mwacademy.org](mailto:anelson@mwacademy.org)  
E-mail address

(     ) 2021-22 CHARTER SCHOOL BUDGET FINANCIAL REPORT -- ALTERNATIVE FORM: This report verified for mathematical accuracy by the County Superintendent of Schools pursuant to *Education Code* Section 47604.33.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
District Advisor

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

**Charter School Name:** Making Waves Academy  
 (name continued) \_\_\_\_\_  
**CDS #:** 07-10074-0114470  
**Charter Approving Entity:** Contra Costa County  
**County:** Contra Costa  
**Charter #:** 0868  
**Budgeting Period:** 2021-22

*This charter school uses the following basis of accounting:*

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

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>A. REVENUES</b>					
1. LCFF Sources					
State Aid - Current Year	8011	5,948,359	7,799,857	0	7,799,857
Education Protection Account State Aid - Current Year	8012	2,084,871	1,148,117	0	1,148,117
State Aid - Prior Years	8019	0	0	0	0
Tax Relief Subventions (for rev. limit funded schools)	8020-8039				0
County and District Taxes (for rev. limit funded schools)	8040-8079				0
Miscellaneous Funds (for rev. limit funded schools)	8080-8089				0
Revenue Limit Transfers (for rev. limit funded schools):					
PERS Reduction Transfer	8092				0
Charter Schools Funding in Lieu of Property Taxes	8096	2,986,049	3,156,599		3,156,599
Other Revenue Limit Transfers	8091, 8097				0
Total, LCFF/Revenue Limit Sources		11,019,279	12,104,573	0	12,104,573
2. Federal Revenues					
No Child Left Behind	8290				0
Special Education - Federal	8181, 8182	128,963		136,200	136,200
Child Nutrition - Federal	8220	271,588		388,741	388,741
Other Federal Revenues	8110, 8260-8299	1,566,707		2,145,096	2,145,096
Total, Federal Revenues		1,967,258	0	2,670,037	2,670,037
3. Other State Revenues					
Charter Categorical Block Grant (8480 N/A per SBX3 - 4)	N/A				0
Special Education - State	StateRevSE	644,813		681,000	681,000
All Other State Revenues	StateRevAO	1,483,274	225,054	2,177,066	2,402,120
Total, Other State Revenues		2,128,087	225,054	2,858,066	3,083,120
4. Other Local Revenues					
All Other Local Revenues	LocalRevAO	6,501,888	8,847,650	409,177	9,256,827
Total, Local Revenues		6,501,888	8,847,650	409,177	9,256,827
5. TOTAL REVENUES					
		21,616,512	21,177,277	5,937,280	27,114,557
<b>B. EXPENDITURES</b>					
1. Certificated Salaries					
Certificated Teachers' Salaries	1100	4,028,752	3,896,662	1,538,333	5,434,995
Certificated Pupil Support Salaries	1200	581,276	730,784		730,784
Certificated Supervisors' and Administrators' Salaries	1300	1,208,400	1,313,051		1,313,051
Other Certificated Salaries	1900	318,492	128,517	225,315	353,832
Total, Certificated Salaries		6,136,920	6,069,014	1,763,648	7,832,662
2. Non-certificated Salaries					
Non-certificated Instructional Aides' Salaries	2100	471,908	772,961	191,783	964,744
Non-certificated Support Salaries	2200	575,972	652,921		652,921
Non-certificated Supervisors' and Administrators' Sal.	2300	610,476	742,955		742,955
Clerical and Office Salaries	2400	472,665	934,525		934,525
Other Non-certificated Salaries	2900	83,756	139,293		139,293
Total, Non-certificated Salaries		2,214,777	3,242,655	191,783	3,434,438

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Making Waves Academy  
(name continued) \_\_\_\_\_

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>3. Employee Benefits</b>					
STRS	3101-3102	1,325,385	1,407,373		1,407,373
PERS	3201-3202				0
OASDI / Medicare / Alternative	3301-3302	299,638	436,689		436,689
Health and Welfare Benefits	3401-3402	1,367,637	1,880,525		1,880,525
Unemployment Insurance	3501-3502	64,786	65,805		65,805
Workers' Compensation Insurance	3601-3602	160,323	171,094		171,094
OPEB, Allocated	3701-3702				0
OPEB, Active Employees	3751-3752				0
PERS Reduction (for revenue limit funded schools)	3801-3802				0
Other Employee Benefits	3901-3902	1,554,695	2,057,069		2,057,069
Total, Employee Benefits		4,772,464	6,018,555	0	6,018,555
<b>4. Books and Supplies</b>					
Approved Textbooks and Core Curricula Materials	4100	149,672	169,000		169,000
Books and Other Reference Materials	4200		3,000		3,000
Materials and Supplies	4300	133,299	378,188	21,687	399,875
Noncapitalized Equipment	4400	520,349	10,465	220,000	230,465
Food	4700	350,623	87,240	414,612	501,852
Total, Books and Supplies		1,153,943	647,893	656,299	1,304,192
<b>5. Services and Other Operating Expenditures</b>					
Subagreements for Services	5100	0			0
Travel and Conferences	5200	47,521	86,853	41,472	128,325
Dues and Memberships	5300	5,542	16,000		16,000
Insurance	5400	192,088	193,006		193,006
Operations and Housekeeping Services	5500	416,679	1,133,500		1,133,500
Rentals, Leases, Repairs, and Noncap. Improvements	5600	1,992,394	153,250	1,916,729	2,069,979
Professional/Consulting Services & Operating Expend.	5800	3,354,123	3,339,951	1,367,349	4,707,300
Communications	5900	147,254	201,600		201,600
Total, Services and Other Operating Expenditures		6,155,601	5,124,160	3,325,550	8,449,710
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 - modified accrual basis)</b>					
Sites and Improvements of Sites	6100-6170	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0
Books and Media for New School Libraries or Major					
Expansion of School Libraries	6300	0	0	0	0
Equipment	6400	0	0	0	0
Equipment Replacement	6500	0	0	0	0
<i>Depreciation Expense (for full accrual basis only)</i>	6900	18,196	25,000	0	25,000
Total, Capital Outlay		18,196	25,000	0	25,000
<b>7. Other Outgo</b>					
Tuition to Other Schools	7110-7143				0
Transfers of Pass-through Revenues to Other LEAs	7211-7213				0
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE				0
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO				0
All Other Transfers	7281-7299				0
Debt Service:					
Interest	7438				0
Principal	7439				0
Total, Other Outgo		0	0	0	0
<b>8. TOTAL EXPENDITURES</b>		20,451,901	21,127,277	5,937,280	27,064,557
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		1,164,611	50,000	0	50,000

**CHARTER SCHOOL  
BUDGET REPORT - ALTERNATIVE FORM**

Charter School Name: Making Waves Academy  
(name continued) \_\_\_\_\_

Description	Object Code	Est. Actuals Prior Year	Current Budget Year		Total
			Unrest.	Rest.	
<b>D. OTHER FINANCING SOURCES / USES</b>					
1. Other Sources	8930-8979				0
2. Less: Other Uses	7630-7699				0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999				0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		1,164,611	50,000	0	50,000
<b>F. FUND BALANCE, RESERVES</b>					
1. Beginning Fund Balance					
a. As of July 1	9791	3,627,835	4,792,446		4,792,446
b. Adjustments to Beginning Balance	9793, 9795	0	0		0
c. Adjusted Beginning Balance		3,627,835	4,792,446	0	4,792,446
2. Ending Fund Balance, June 30 (E + F.1.c.)		4,792,446	4,842,446	0	4,842,446
Components of Ending Fund Balance					
a. Nonspendable					
Revolving Cash	9711				0
Stores	9712				0
Prepaid Expenditures	9713				0
All Others	9719				0
b. Restricted	9740			0	0
c. Committed					
Stabilization Arrangements	9750				0
Other Commitments	9760				0
d. Assigned					
Other Assignments	9780				0
e. Unassigned/Unappropriated					
Reserve for Economic Uncertainties	9789				0
Unassigned / Unappropriated Amount	9790	4,792,446	4,842,446	0	4,842,446

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

**Charter School Name:** Making Waves Academy  
 (name continued) \_\_\_\_\_  
**CDS #:** 07-10074-0114470  
**Charter Approving Entity:** Contra Costa County  
**County:** Contra Costa  
**Charter #:** 0868  
**Fiscal Year:** 2021-22

*This charter school uses the following basis of accounting:*

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

Description	Object Code	FY 2021-22			Totals for 2022-23	Totals for 2023-24
		Unrestricted	Restricted	Total		
<b>A. REVENUES</b>						
<b>1. LCFF Sources</b>						
State Aid - Current Year	8011	7,799,857	0	7,799,857	8,548,012	8,804,452
Education Protection Account State Aid - Current Year	8012	1,148,117	0	1,148,117	1,198,041	1,233,982
State Aid - Prior Years	8019	0	0	0		
Tax Relief Subventions (for rev. limit funded schools)	8020-8039	0	0	0		
County and District Taxes (for rev. limit funded schools)	8040-8079	0	0	0		
Miscellaneous Funds (for rev. limit funded schools)	8080-8089	0	0	0		
Revenue Limit Transfers (for rev. limit funded schools):						
PERS Reduction Transfer	8092	0	0	0		
Charter Schools Funding in Lieu of Property Taxes	8096	3,156,599	0	3,156,599	3,293,858	3,392,674
Other Revenue Limit Transfers	8091, 8097	0	0	0		
Total, LCFF/Revenue Limit Sources		12,104,573	0	12,104,573	13,039,911	13,431,108
<b>2. Federal Revenues</b>						
No Child Left Behind	8290	0	0	0	0	0
Special Education - Federal	8181, 8182	0	136,200	136,200	140,286	144,495
Child Nutrition - Federal	8220	0	388,741	388,741	400,403	412,415
Other Federal Revenues	8110, 8260-8299	0	2,145,096	2,145,096	1,153,736	1,166,349
Total, Federal Revenues		0	2,670,037	2,670,037	1,694,425	1,723,259
<b>3. Other State Revenues</b>						
Charter Categorical Block Grant (8480 N/A thru 2014/15 - SBX3-4)	N/A	0	0	0		
Special Education - State	StateRevSE	0	681,000	681,000	701,430	722,473
All Other State Revenues	StateRevAO	225,054	2,177,066	2,402,120	1,682,538	1,733,013
Total, Other State Revenues		225,054	2,858,066	3,083,120	2,383,968	2,455,486
<b>4. Other Local Revenues</b>						
All Other Local Revenues	LocalRevAO	8,847,650	409,177	9,256,827	10,808,190	11,152,936
Total, Local Revenues		8,847,650	409,177	9,256,827	10,808,190	11,152,936
<b>5. TOTAL REVENUES</b>						
		21,177,277	5,937,280	27,114,557	27,926,494	28,762,789
<b>B. EXPENDITURES</b>						
<b>1. Certificated Salaries</b>						
Certificated Teachers' Salaries	1100	3,896,662	1,538,333	5,434,995	5,598,044	5,765,985
Certificated Pupil Support Salaries	1200	730,784	0	730,784	752,708	775,289
Certificated Supervisors' and Administrators' Salaries	1300	1,313,051	0	1,313,051	1,352,443	1,393,016
Other Certificated Salaries	1900	128,517	225,315	353,832	364,447	375,380
Total, Certificated Salaries		6,069,014	1,763,648	7,832,662	8,067,642	8,309,670
<b>2. Non-certificated Salaries</b>						
Non-certificated Instructional Aides' Salaries	2100	772,961	191,783	964,744	993,686	1,023,497
Non-certificated Support Salaries	2200	652,921	0	652,921	672,509	692,684
Non-certificated Supervisors' and Administrators' Sal.	2300	742,955	0	742,955	765,244	788,201
Clerical and Office Salaries	2400	934,525	0	934,525	962,561	991,438
Other Non-certificated Salaries	2900	139,293	0	139,293	143,472	147,776
Total, Non-certificated Salaries		3,242,655	191,783	3,434,438	3,537,472	3,643,596

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Making Waves Academy  
(name continued) \_\_\_\_\_

Description	Object Code	FY 2021-22			Totals for 2022-23	Totals for 2023-24
		Unrestricted	Restricted	Total		
<b>3. Employee Benefits</b>						
STRS	3101-3102	1,407,373	0	1,407,373	1,449,594	1,493,082
PERS	3201-3202	0	0	0		0
OASDI / Medicare / Alternative	3301-3302	436,689	0	436,689	449,789	463,283
Health and Welfare Benefits	3401-3402	1,880,525	0	1,880,525	1,936,941	1,995,049
Unemployment Insurance	3501-3502	65,805	0	65,805	67,780	69,813
Workers' Compensation Insurance	3601-3602	171,094	0	171,094	176,225	181,514
OPEB, Allocated	3701-3702	0	0	0		
OPEB, Active Employees	3751-3752	0	0	0		
PERS Reduction (for revenue limit funded schools)	3801-3802	0	0	0		
Other Employee Benefits	3901-3902	2,057,069	0	2,057,069	2,118,781	2,182,344
Total, Employee Benefits		6,018,555	0	6,018,555	6,199,110	6,385,085
<b>4. Books and Supplies</b>						
Approved Textbooks and Core Curricula Materials	4100	169,000	0	169,000	174,070	179,292
Books and Other Reference Materials	4200	3,000	0	3,000	3,090	3,183
Materials and Supplies	4300	378,188	21,687	399,875	411,871	424,227
Noncapitalized Equipment	4400	10,465	220,000	230,465	237,379	244,500
Food	4700	87,240	414,612	501,852	516,908	532,415
Total, Books and Supplies		647,893	656,299	1,304,192	1,343,318	1,383,617
<b>5. Services and Other Operating Expenditures</b>						
Subagreements for Services	5100	0	0	0	0	0
Travel and Conferences	5200	86,853	41,472	128,325	132,175	136,140
Dues and Memberships	5300	16,000	0	16,000	16,480	16,974
Insurance	5400	193,006	0	193,006	198,796	204,760
Operations and Housekeeping Services	5500	1,133,500	0	1,133,500	1,167,505	1,202,530
Rentals, Leases, Repairs, and Noncap. Improvements	5600	153,250	1,916,729	2,069,979	2,132,078	2,196,041
Professional/Consulting Services and Operating Expend.	5800	3,339,951	1,367,349	4,707,300	4,848,520	4,993,976
Communications	5900	201,600	0	201,600	207,648	213,877
Total, Services and Other Operating Expenditures		5,124,160	3,325,550	8,449,710	8,703,202	8,964,298
<b>6. Capital Outlay (Objects 6100-6170, 6200-6500 for mod. accrual basis)</b>						
Sites and Improvements of Sites	6100-6170	0	0	0	0	0
Buildings and Improvements of Buildings	6200	0	0	0	0	0
Books and Media for New School Libraries or Major Expansion of School Libraries	6300	0	0	0	0	0
Equipment	6400	0	0	0	0	0
Equipment Replacement	6500	0	0	0	0	0
Depreciation Expense (for full accrual only)	6900	25,000	0	25,000	25,750	26,523
Total, Capital Outlay		25,000	0	25,000	25,750	26,523
<b>7. Other Outgo</b>						
Tuition to Other Schools	7110-7143	0	0	0		
Transfers of Pass-through Revenues to Other LEAs	7211-7213	0	0	0		
Transfers of Apportionments to Other LEAs - Spec. Ed.	7221-7223SE	0	0	0		
Transfers of Apportionments to Other LEAs - All Other	7221-7223AO	0	0	0		
All Other Transfers	7281-7299	0	0	0		
Debt Service:						
Interest	7438	0	0	0		
Principal	7439	0	0	0		
Total, Other Outgo		0	0	0	0	0
<b>8. TOTAL EXPENDITURES</b>		21,127,277	5,937,280	27,064,557	27,876,494	28,712,789
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPEND. BEFORE OTHER FINANCING SOURCES AND USES (A5-B8)</b>		50,000	0	50,000	50,000	50,000

**CHARTER SCHOOL  
MULTI-YEAR PROJECTION - ALTERNATIVE FORM**

Charter School Name: Making Waves Academy  
(name continued) \_\_\_\_\_

Description	Object Code	FY 2021-22			Totals for 2022-23	Totals for 2023-24
		Unrestricted	Restricted	Total		
<b>D. OTHER FINANCING SOURCES / USES</b>						
1. Other Sources	8930-8979	0	0	0	0	0
2. Less: Other Uses	7630-7699	0	0	0	0	0
3. Contributions Between Unrestricted and Restricted Accounts (must net to zero)	8980-8999	0	0	0	0	0
4. TOTAL OTHER FINANCING SOURCES / USES		0	0	0	0	0
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>		50,000	0	50,000	50,000	50,000
<b>F. FUND BALANCE, RESERVES</b>						
1. Beginning Fund Balance						
a. As of July 1	9791	4,792,446	0	4,792,446	4,842,446	4,892,446
b. Adjustments to Beginning Balance	9793, 9795	0	0	0		
c. Adjusted Beginning Balance		4,792,446	0	4,792,446	4,842,446	4,892,446
2. Ending Fund Balance, June 30 (E + F.1.c.)		4,842,446	0	4,842,446	4,892,446	4,942,446
Components of Ending Fund Balance						
a. Nonspendable						
Revolving Cash	9711	0		0		
Stores	9712	0	0	0		
Prepaid Expenditures	9713	0	0	0		
All Others	9719	0	0	0		
b. Restricted	9740		0	0		
c. Committed						
Stabilization Arrangements	9750	0		0		
Other Commitments	9760	0		0		
d. Assigned						
Other Assignments	9780	0		0		
e. Unassigned/Unappropriated						
Reserve for Economic Uncertainties	9789	0	0	0		
Undesignated / Unappropriated Amount	9790	4,842,446	0	4,842,446	4,892,446	4,942,446



**Making Waves Academy  
Budget FY2022**

**MWA Central Office  
Original Budget  
Version 2**

**Printed on: 6/9/2021  
4:16 PM**

	A	B	H	I	J
2	Acct#	Account Title	FY2022 Original Budget (C)	FY2023 Budget	FY2024 Budget
3		<b>Income</b>			
27	8981	John Regina Scully (JRS)	2,359,069	2,429,841	2,502,736
31	INCO.INC	Central Office (Revenue from Shared Services Allocat	1,210,457	1,246,771	1,284,174
32		<b>Total Income</b>	<b>3,569,526</b>	<b>3,676,612</b>	<b>3,786,910</b>
33					
37					
38		<b>Expenses</b>			
43	1409	Certificated Special Temporary COLA Bonus	168,000	173,040	178,231
47	2300	Classified Supervisor & Administrator Salaries	1,687,144	1,737,758	1,789,891
48	2400	Classified Clerical and Office Salaries	136,438	140,531	144,747
50		<b>Total Salaries</b>	<b>1,991,582</b>	<b>2,051,329</b>	<b>2,112,869</b>
51	3101	Certificated STRS	59,889	61,686	63,536
52	3301	Certificated Social Security/Medicare	121,642	125,291	129,050
53	3401	Certificated Health & Welfare Benefits	249,457	256,941	264,649
54	3501	Certificated Unemployment Insurance	9,958	10,257	10,564
55	3601	Certificated Workers Comp Insurance	25,891	26,667	27,467
56	3701	Certificated Retirement Match	62,740	64,622	66,561
57	3999	Accrued Paid Time Off	98,948	101,916	104,974
58		<b>Total Benefits</b>	<b>628,524</b>	<b>647,380</b>	<b>666,801</b>
59		<b>Total Salaries &amp; Benefits</b>	<b>2,620,106</b>	<b>2,698,709</b>	<b>2,779,670</b>
60					
62	4200	Books and Other Reference Materials	2,500	2,575	2,652
65	4330	Office Supplies	10,150	10,455	10,768
66	4390	Other Food	2,500	2,575	2,652
67	4410	Furniture, Equipment & Supplies (non-capitalized)	1,500	1,545	1,591
68	4420	Computers and IT Supplies (non-capitalized)	20,450	21,064	21,695
71	4990	Contingency	75,000	77,250	79,568
72		<b>Total Supplies</b>	<b>112,100</b>	<b>115,463</b>	<b>118,927</b>
73	5210	Conference Fees	33,500	34,505	35,540
74	5215	Travel - Mileage, Parking, Tolls	6,900	7,107	7,320
75	5220	Travel - Airfare & Lodging	13,500	13,905	14,322
76	5225	Travel - Meals & Entertainment	5,450	5,614	5,782
77	5305	Professional Dues & Memberships	23,500	24,205	24,931
83	5605	Equipment Leases and Rentals	6,200	6,386	6,578
89	5803	Accounting Fees	30,000	30,900	31,827
90	5804	Legal Fees	70,000	72,100	74,263
93	5810	Contracted Services	268,000	276,040	284,321
95	5810.002	Student Information & Assessment	61,500	63,345	65,245
97	5810.004	Intervention & Consultation	20,000	20,600	21,218
98	5810.005	Psychological Services	5,000	5,150	5,305

**Making Waves Academy  
Budget FY2022**

**MWA Central Office  
Original Budget  
Version 2**

**Printed on: 6/9/2021  
4:16 PM**

	A	B	H	I	J
2	Acct#	Account Title	FY2022 Original Budget (C)	FY2023 Budget	FY2024 Budget
101	5810.008	Information Technology	101,770	104,823	107,968
105	5820	Recruiting - Students	10,000	10,300	10,609
106	5821	Printing and Reproduction	1,500	1,545	1,591
108	5850	Staff Recruitment	102,000	105,060	108,212
109	5851	Professional Development	30,000	30,900	31,827
110	5853	Payroll Processing Fees	38,000	39,140	40,314
113	5905	Company Cell Phones	7,500	7,725	7,957
114	5910	Internet and Wifi	-	-	-
115	5915	Postage and Delivery	2,000	2,060	2,122
117	5992	Bank fees	1,000	1,030	1,061
120		<b>Total Contract Services</b>	<b>837,320</b>	<b>862,440</b>	<b>888,313</b>
121					
122		Total Salaries & Benefits	2,620,106	2,698,709	2,779,670
123		Total Supplies	112,100	115,463	118,927
124		Total Contract Services	837,320	862,440	888,313
125		<b>Total Expenses</b>	<b>3,569,526</b>	<b>3,676,612</b>	<b>3,786,910</b>
126					
127		<b>Net Income</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Coversheet

## CharterSafe Insurance Renewal

**Section:** IV. Action Items  
**Item:** I. CharterSafe Insurance Renewal  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:** 2021-22-CharterSAFE Proposal.pdf

**BACKGROUND:**

CharterSafe currently provides Liability, Property, and Workers' Compensation Insurance to MWA. Please renew the 2021-22 proposal.

**RECOMMENDATION:**

To review and approve the 2021-22 CharterSafe Proposal.

# CharterSAFE

BE SAFE • FEEL SAFE

## 2020-2021 Membership Proposal

*Prepared for:*

**Making Waves Academy**

*Coverage Effective:*

**July 01, 2020 at 12:01 AM - July 01, 2021 at 12:01 AM**

California Charter Schools Joint Powers Authority  
P.O. Box 969, Weimar, CA 95736  
Phone: 888.901.0004 Fax: 888.901.0004  
[www.chartersafe.org](http://www.chartersafe.org)

**Issued: May 28, 2020 at 1:57 pm**

DISCLOSURE: This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

Dear Hung,

CharterSAFE is pleased to present your membership proposal for the 2020-2021 year. Your membership includes the following:



For a more detailed listing of our member services, please contact **Karen Bianchini**, Managing Director, Risk Management, at [kbianchini@chartersafe.org](mailto:kbianchini@chartersafe.org) or (916) 880-3460.

All of CharterSAFE's coverage placements are with insurance companies that have a financial rating with A.M. Best of A- (Excellent), financial size category VII (\$50M policyholder surplus minimum) or higher or are placed with an approved California scholastic joint powers authority.

#### **REQUIRED SIGNATURES:**

To bind coverage, you must complete and sign the following:

1. The proposal acceptance at the end of the "Member Contribution Summary" page

We look forward to working with you in the 2020-2021 year!

Thank you,

The CharterSAFE Team

# CharterSAFE

## 2020-2021 CLAIMS AND INCIDENT REPORTS GUIDELINES

**Member schools must notify CharterSAFE by submitting an online report, as soon as practicable, of an occurrence, accident, injury, claim, or suit or of circumstances that may reasonably result in a claim or suit.** A delay in reporting could mean lapse in coverage.

For your protection, claims will not be accepted by phone, email, or fax.

### CLAIMS FILING PROCESS ON THE WEB PORTAL

- Go to [www.chartersafe.org](http://www.chartersafe.org) and log in.
- If you need to reset your login credentials, please reach out to your CharterSAFE Representative: **Dan Berry** at [dberry@chartersafe.org](mailto:dberry@chartersafe.org).
- Hover over the "Claims" tab, choose "Submit a Claim" and our website will prompt you with a series of questions to help you determine the appropriate claim form to submit.
- Complete the online questions and select the "Submit" icon at the bottom. After submission, you will receive a confirmation email with information regarding next steps.

### CLAIMS RESOURCES AND FORMS

- Hover over the "Claims" tab, choose "Resources and Forms" and you will find all supporting documents you might need when filing a claim or incident report, such as:
  - Student Accident Claim Packet (English and Spanish)
  - Volunteer Accident Claim Packet (English and Spanish)
  - Statement of No Insurance
  - Workers' Compensation Claim Form (DWC-1)
  - Employee Fact Sheet
  - Kaiser on the Job Clinics
  - Employee Injury Card

For any claim reporting questions, please contact **Dennis Monahan**, Managing Director, Claims, at (619) 878-6221 or email [dmonahan@chartersafe.org](mailto:dmonahan@chartersafe.org).

**CharterSAFE • Protecting Schools. Promoting Safety. Customizing Insurance.**

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SELF  
P,WC

## MEMBER CONTRIBUTION SUMMARY

### Making Waves Academy

Coverage Effective: July 01, 2020 at 12:01 AM - July 01, 2021 at 12:01 AM

Your CharterSAFE Insurance Program includes the following coverages:

**Liability & Property Package Member Contribution**

**\$175,006**

**Core Liability Program**

- Directors & Officers Liability
- Employment Practices Liability
- Fiduciary Liability
- General Liability
- Employee Benefits Liability
- Educator's Legal Liability
- Sexual Abuse Liability
- Law Enforcement Liability
- Automobile Liability & Physical Damage

**Crime**

**Property**

**Student & Volunteer Accident**

**Additional Program Coverages**

- Pollution Liability and First Party Remediation
- Terrorism Liability and Property
- Cyber Liability

**Workers' Compensation & Employer's Liability Member Contribution**

**\$179,021**

**Total Member Contribution**

**\$354,027**

Choose One Payment Option

**Payment in Full \$354,027**

**Installment Plan**

- Deposit (25%) - Due Now - \$88,507
- 9 Monthly Installments - \$29,502

\*Refer to the CharterSAFE Invoice for details and instructions on payment by ACH Debits

Invoices shall become delinquent thirty (30) calendar days from installment due date. CharterSAFE membership, including insurance coverage, is subject to cancellation for any invoice over sixty (60) days past due.

### Proposal Acceptance:

By signing below, I, representing the Named Member in this proposal, acknowledge that I have read the complete proposal and agree to the terms outlined within.

Print Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**DISCLOSURE:** This proposal is an outline of the coverages proposed by California Charter Schools Joint Powers Authority (CCSJPA) based on the information provided by the Named Member. It does not include all of the terms, coverages, exclusions, limitation and conditions of the actual contracts. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request to CCSJPA. As set forth in this document, CCSJPA DBA CharterSAFE shall be referred to as CharterSAFE.

## Mailing Address

4123 Lakeside Drive  
Richmond, CA 94806

## Continuity and Retroactive Dates

**Directors & Officers Liability Continuity Date:** 07/01/2011

**Employment Practices Liability Continuity Date:** 07/01/2011

**Fiduciary Liability Continuity Date:** 07/01/2012

## Vehicles

Vehicle Type	Make	Model	Year	VIN
Van	Ford	Econoline Wagon	2012	1FMNE1BW4DDB13605

## Special Projects and Endorsements

Mobile Equipment: 3

## EXPOSURES & LOCATIONS

Member contributions are calculated based on the following exposures:

### Students/Employees/Payroll

Location Address(es)	Students	Employees	Payroll
Making Waves Academy 4165 Lakeside Drive Richmond, CA 94806	0	0	\$0.00
Making Waves Academy 4123 Lakeside Drive Richmond, CA 94806	109	25	\$3,252,140.00
Making Waves Academy 4131 Lakeside Drive Richmond, CA 94806	52	20	\$2,905,452.00
Making Waves Academy 4145 Lakeside Drive Richmond, CA 94806	148	27	\$2,000,000.00
Making Waves Academy 4155 Lakeside Drive Richmond, CA 94806	109	25	\$2,294,545.00
Making Waves Academy 4175 Lakeside Drive Richmond, CA 94806	300	26	\$2,000,000.00



Making Waves Academy 4285 Lakeside Drive Richmond, CA 94806	372	40	\$2,438,994.00
<b>Total:</b>	<b>1,090</b>	<b>163</b>	<b>\$14,891,131.00</b>

## Property Values

Location Address(es)	Building Value	Content Value	Electronic Data Processing (EDP)	Total Insured Value (TIV)
Making Waves Academy 4165 Lakeside Drive Richmond, CA 94806	\$0.00	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
Making Waves Academy 4123 Lakeside Drive Richmond, CA 94806	\$0.00	\$1,000,000.00	\$1,000,000.00	\$2,000,000.00
Making Waves Academy 4131 Lakeside Drive Richmond, CA 94806	\$0.00	\$900,000.00	\$200,000.00	\$1,100,000.00
Making Waves Academy 4145 Lakeside Drive Richmond, CA 94806	\$0.00	\$1,000,000.00	\$500,000.00	\$1,500,000.00
Making Waves Academy 4155 Lakeside Drive Richmond, CA 94806	\$0.00	\$1,000,000.00	\$700,000.00	\$1,700,000.00
Making Waves Academy 4175 Lakeside Drive Richmond, CA 94806	\$0.00	\$1,000,000.00	\$900,000.00	\$1,900,000.00
Making Waves Academy 4285 Lakeside Drive Richmond, CA 94806	\$0.00	\$1,700,000.00	\$1,000,000.00	\$2,700,000.00
<b>Total:</b>	<b>\$0.00</b>	<b>\$7,600,000.00</b>	<b>\$5,300,000.00</b>	<b>\$12,900,000.00</b>

## CORE LIABILITY PROGRAM

Core Liability Program Coverage Limits: **\$5,000,000** Per Member Aggregate

The Core Liability Program Breaks Down As Follows:

### Directors & Officers, Employment Practices, and Fiduciary Liability

Coverages	Limits	Deductibles
<b>Directors &amp; Officers and Company Liability</b>	\$5,000,000 per <b>claim</b> and member aggregate	Varies*
<b>Employment Practices Liability</b>	\$5,000,000 per <b>claim</b> and member aggregate	Varies*
<b>Fiduciary Liability</b>	\$1,000,000 per <b>claim</b> and member aggregate	\$0

\*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim:	\$15,000.00 per occurrence
1 Claim:	\$25,000.00 per occurrence
2 Claims:	\$50,000.00 per occurrence
3 or more Claims:	\$100,000.00 per occurrence

**Reporting:** Claims must be reported to CharterSAFE within 60 days after policy expiration. Coverage is provided on a claims-made basis.

### General Liability

Coverages	Limits	Deductibles
<b>Bodily Injury Property Damage</b>	\$5,000,000 per occurrence and member aggregate	\$500 per occurrence for bodily injury arising out of participation in a school sponsored <i>High-Risk Activity</i> *
<b>Medical Payments</b>	\$10,000 per person \$50,000 per occurrence	\$0
<b>Products and Completed Operations</b>	\$5,000,000 per occurrence and member aggregate	\$0
<b>Armed Assailant Sublimit</b>	\$100,000 per occurrence and aggregate	\$0

\*A list of *High-Risk Activities* is available at [www.chartersafe.org](http://www.chartersafe.org) or you may contact **Karen Bianchini** (kbianchini@chartersafe.org / (916) 880-3460) of CharterSAFE's Risk Management team.

### Employee Benefits Liability

Coverages	Limits	Deductibles
<b>Employee Benefits Liability</b>	\$5,000,000 per occurrence and member aggregate	\$0

### Educator's Legal Liability

Coverages	Limits	Deductibles
<b>Educator's Legal Liability</b>	\$5,000,000 per occurrence and member aggregate	\$2,500 per occurrence
<b>IEP (Individualized Education Program) Defense Sublimit</b>	\$50,000 per occurrence and aggregate sublimit	\$7,500 per occurrence

## Sexual Abuse Liability

Coverages	Limits	Deductibles
<b>Sexual Abuse Liability</b>	\$5,000,000 per occurrence and member aggregate	\$0 if school completes training requirement \$100,000 if school did not complete training requirement
<p><b>*Training Mandate</b> Sexual Abuse Prevention Training by CharterSAFE is available under the CharterSAFE Learning Center and is <b>REQUIRED</b> to be completed by 90% or more of staff within 90 days of coverage renewal. New employees are required to complete the training within 6 weeks of employment.</p>		

## Law Enforcement Activities Liability

Coverages	Limits	Deductibles
<b>Law Enforcement Activities Liability</b>	\$5,000,000 per occurrence and member aggregate	\$0

## Automobile

Coverages	Limits	Deductibles
<b>Auto Liability, including autos scheduled with CharterSAFE, non-owned autos, and hired autos</b>	\$5,000,000 per occurrence and member aggregate	\$0
<b>Auto Physical Damage*</b>	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence for Hired Auto Physical Damage
<p>*Auto Physical Damage described herein for hired automobiles is secondary to any/all rental coverage offered by the rental company(ies). CharterSAFE strongly advises our members to purchase auto physical damage when renting vehicles.</p>		

## Excess Liability - SELF

<b>Coverage Provided by:</b>	Schools Excess Liability Fund (SELF)
<b>Coverage:</b>	Excess Liability with separate Memorandum of Coverage with separate terms, conditions, and exclusions.
<b>Limits:</b>	\$50,000,000 per occurrence/claim and member aggregate as outlined by the SELF Memorandum of Coverage. This coverage is excess of the \$5M limits above to total a limit of \$55M.

CharterSAFE joined SELF, a nonprofit scholastic JPA in California, as a single member of SELF for excess liability coverage. Please note that SELF is a separate entity from CharterSAFE and carries a separate Memorandum of Coverage with different limits, terms, conditions and exclusions. You can access SELF JPA's information at [www.selfjpa.org](http://www.selfjpa.org).

Employment Practices Liability coverage within the SELF layer includes ONLY these three types: wrongful termination, discrimination, and/or sexual harassment.

## CRIME

Coverages	Limits	Deductibles
<b>Money and Securities</b>	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence
<b>Forgery or Alteration</b>	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence
<b>Employee Dishonesty</b>	\$1,000,000 per occurrence and member aggregate	Varies*
<b>Computer and Funds Transfer Fraud</b>	\$1,000,000 per occurrence and member aggregate	\$500 per occurrence

\*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim: \$500.00 per occurrence  
 1 Claim: \$5,000.00 per occurrence  
 2 Claims: \$10,000.00 per occurrence  
 3 or more Claims: \$20,000.00 per occurrence

## PROPERTY

**Perils Include:** Direct Physical Loss subject to all the terms, conditions, and exclusions established in the applicable policy(ies)

**Valuation:** Replacement Cost as scheduled with CharterSAFE, see "Exposures & Locations" section

Coverages	Limits	Deductibles
<b>Property</b>	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence.  See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
<b>Boiler &amp; Machinery / Equipment Breakdown</b>	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence.  See "Exposures & Locations" section for scheduled limits.	\$1,000 per occurrence
<b>Business Interruption</b>	\$10,000,000 per occurrence	\$1,000 per occurrence
<b>Extra Expense</b>	\$10,000,000 per occurrence	\$1,000 per occurrence
<b>Causes of Loss:</b>  <b>Water Damage</b> <b>Wildfire</b>	As scheduled with CharterSAFE subject to the maximum limit of \$100,000,000 per occurrence.  See "Exposures & Locations" section for scheduled limits.	Varies*

\*Subject to Named Member's claim experience beginning five years prior to the inception of the period of coverage up to the date of loss. One or more claims on your loss history will increase the deductible. Refer to the Memorandum of Coverage (MOC) for the detailed tiered deductibles.

0 Claim: \$1,000.00 per occurrence  
 1 Claim: \$5,000.00 per occurrence  
 2 Claims: \$10,000.00 per occurrence  
 3 or more Claims: \$20,000.00 per occurrence

### PLEASE NOTE:

If you have a renovation/construction project valued over \$200,000 in hard and soft costs, please contact your CharterSAFE Representative: **Dan Berry** at [dberry@chartersafe.org](mailto:dberry@chartersafe.org). CharterSAFE is able to endorse builder's risk coverage for renovation projects up to \$10,000,000 onto your policy. Additional premium would apply.

If you are interested in a separate policy for flood and/or earthquake coverage, please contact **Kiki Goldsmith** ([Kiki\\_Goldsmith@ajg.com](mailto:Kiki_Goldsmith@ajg.com)/ 949-349-9842).

## STUDENT AND VOLUNTEER ACCIDENT

Coverages	Limits	Deductibles
<b>Student Accident</b>	\$50,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *
<b>Volunteer Accident</b>	\$25,000 per injury/accident 104 Week benefit period	\$500 per injury/accident for <i>High-Risk Activities</i> *

\*A list of *High-Risk Activities* is available at [www.chartersafe.org](http://www.chartersafe.org) or you may contact Karen Bianchini (kbianchini@chartersafe.org / (916) 880-3460) of CharterSAFE's Risk Management team.

### Terms & Conditions:

- Coverage is provided on an excess basis, but would become primary should the student not have health insurance.
- Claim submission deadline: 90 days after the Covered Accident.

### Optional Catastrophic Student Accident Coverage:

If interested in obtaining higher limits with or without sports included, please contact:

Gallagher  
18201 Von Karman Avenue, Suite #200  
Irvine, CA 92612

**Kiki Goldsmith**  
Client Service Executive  
[Kiki\\_Goldsmith@ajg.com](mailto:Kiki_Goldsmith@ajg.com)  
949-349-9842

## ADDITIONAL PROGRAM COVERAGES

### Pollution Liability And First Party Remediation

Coverages	Limits	Deductibles
<b>Pollution Liability and First Party Remediation</b>	\$1,000,000 per pollution condition or indoor environmental condition \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$10,000 per occurrence

**Reporting:** Claim must be reported to CharterSAFE within 60 days after policy expiration.  
Coverage is provided on a claims-made basis.

### Terrorism Liability

Coverages	Limits	Deductibles
<b>Terrorism Liability</b>	\$5,000,000 per occurrence and CharterSAFE Members' Combined Annual Aggregate	\$0

**Reporting:** Claim must be reported to CharterSAFE within 60 days after policy expiration.  
Coverage is provided on a claims-made basis.

### Terrorism Property

Coverages	Limits	Deductibles
<b>Terrorism Property</b>	As scheduled with CharterSAFE subject to the maximum limit of \$20,000,000 per occurrence. See "Exposures & Locations" section for schedule limits.	\$1,000 per occurrence

### Cyber Liability

Coverages	Limits	Deductibles
<b>Cyber Liability</b>	\$1,000,000 per <b>claim</b> \$5,000,000 CharterSAFE Members' Combined Annual Aggregate	\$2,500 per <b>claim</b>

**Coverage Includes:**

- Privacy Notification Costs
- Regulatory Fines and Claim Expenses for Privacy Liability
- Extortion Damages for Extortion Threat
- Crisis Management Expenses
- Business Interruption

**Reporting:** Claim must be reported to CharterSAFE within 60 days after policy expiration.  
Coverage is provided on a claims-made basis.

**Requirement for Coverage to be in effect:** Completed cyber application.



## WORKERS' COMPENSATION & EMPLOYER'S LIABILITY

Coverages	Limits	Deductibles
<b>Workers' Compensation</b>	Statutory	\$0
<b>Employer's Liability</b>	\$5,000,000 per Accident \$5,000,000 by Disease per Employee \$5,000,000 by Disease Policy Limit	\$0

**Auditable:**

The estimated payroll figure will be audited at the end of each coverage period. CharterSAFE will request copies of the 941 Federal Quarterly Reporting Forms on a quarterly basis to verify the payroll figure. If the estimated payroll figure has been overestimated, a refund will be issued. If the estimated payroll figure has been underestimated, an invoice for the additional amount due will be issued.

## Coversheet

### Chase Bank Signers Resolution for Alicia M. Klein, Alton B. Nelson, Jr. , and Wallace Wei

**Section:** IV. Action Items  
**Item:** J. Chase Bank Signers Resolution for Alicia M. Klein, Alton B. Nelson, Jr. , and Wallace Wei  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:** Bank Resolution-Chase Bank Accounts-6.4.2021.pdf

**RECOMMENDATION:**

To review and approve the Bank Signers Resolution.



**Making Waves Academy**

Resolution Number: 2020-21-02

Board Meeting: June 17, 2021

RESOLUTION TO ADD CHECK SIGNERS WITH CHASE BANK FOR FUNDRAISING & CLUB MONEY ACCOUNT #229513798 AND OPERATING CASH DEPOSIT ACCOUNT #229513822

WHEREAS, the Board of Directors has determined to be in the best interest of the Making Waves Academy (MWA) to establish a banking resolution with Chase Bank, (the Bank).

RESOLVED that:

1. The official(s) designated below (“Authorized Official(s)”) is/are duly elected and holding the office shown, authorized to open and close bank accounts, sign checks, execute any notes, drafts, agreements and other documents and instruments, pledge and encumber property of the MWA (including, without limitation, bank accounts) and the signatures below are the genuine signatures of such persons.

Authorized Official(s):

**Alicia M. Klein**

Printed Name

**Board President**

Title

**Alton B. Nelson, Jr.**

Printed Name

**Chief Executive Officer**

Title

**Xiushi (Wallace) Wei**

Printed Name

**Chief Financial Officer**

Title

2. The resolutions shall continue to be in full force and effect until express written notice of its/their rescission, modification or termination has been received by the Bank. Any and all prior resolutions received and certified by the Bank shall continue to have full force and effect until the Bank receives such written notice. Any rescission, modification or termination of a resolution must be accompanied by written notification to the Bank.

IN WITNESS WHEREOF, I certify that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the Board of Directors, which was held in accordance with State law and the Bylaws of MWA.

\_\_\_\_\_  
Signature of Secretary

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# Coversheet

## Revision to Fiscal Control Policy

**Section:** IV. Action Items  
**Item:** K. Revision to Fiscal Control Policy  
**Purpose:** Vote  
**Submitted by:** Wallace Wei  
**Related Material:** Fiscal Policies Revision - Summary of Proposed Changes.docx  
Rev Draft Board Policy 10\_CLEAN.docx

### BACKGROUND:

The fiscal policy was updated to ensure alignment with our current practice. Some industry best practice was also added into the policy. The policy was presented to the Finance Advisory Committee on May 13, and the committee recommended the revised fiscal policies to the MWA Board for approval.

A summary of key changes made to the last version of the policy is included in the packet.

### RECOMMENDATION:

To review and approve the revised fiscal policy.

**Summary of Proposed Changes:**

Page No.	Original language	Proposed changes	Rationale for the proposed changes
4.	N/A	<p>No one person should have sole control over the lifespan of a transaction, such as:</p> <ul style="list-style-type: none"> <li>• Initiate the transaction</li> <li>• Approve the transaction</li> <li>• Record the transaction</li> <li>• Reconcile the transaction</li> <li>• Handle the related asset</li> <li>• Review reports</li> </ul> <p>All Business Services personnel are cross-trained. Where possible, assignment rotations are implemented and employees are expected to take at least one two-week holiday a year.</p>	To ensure the basic principal of the segregation of duties is explicitly spelled out.
4.	All proposed expenditures must be approved by the CEO or designee and CFO or designee who will review each proposed expenditure to determine whether it is consistent with the MWA Board-adopted budget and, if so, sign the check request or purchase order form.	All proposed expenditures must be approved by the CEO or designee. The CFO or designee will review each proposed expenditure to determine whether it is consistent with the MWA Board-adopted budget and, if so, sign the check request or purchase order form.	In our current practice, all expenditures are first approved by “budget managers”, who are designated by the CEO, as long as the amount is in the board approved budget and does not trigger board pre-approval threshold. The CEO is also the final approver of all invoices before checks are cut. The CFO, or a CFO designee has to review each proposed expenditure to determine it is in budget and then sign off on the check request or PO form.

<p>4</p>	<p>Any purchase or transaction involving an expenditure of funds either (i) not included in the Academy’s approved budget or (ii) included in the Academy’s approved budget but exceeding the sum of <b>\$ 50,000</b>, shall additionally require prior approval by the <u>MWA/MWF Finance Committee</u>.</p>	<p>Any purchase or transaction involving an expenditure of funds that either (i) causes a line item to exceed the approved budget or (ii) is of <b>\$25,000</b> or more, shall additionally require approval by the MWA Board, unless the associated contract for the expenditure has already been approved by the Board. Any purchase or transaction involving an expenditure of funds less than <b>\$25,000</b> shall be approved by the CEO, CFO or Business Services designee, except that expenditures of <b>\$10,000</b> or less may be, in the alternative, approved by budget managers. The Finance Advisory Committee will monitor income and expenditures against projections and make inquiries into and understand the causes of any meaningful variance from the school’s projected budget.</p> <p>Additionally, A chart of approvals and a chart showing separation of duties for approvals are added.</p>	<p>Currently we need pre-approval from the board for contract service that is over \$5k. The amount is relatively small as compared with our annual budget; also, sometimes it is confusing as to what constitutes a “contract service”. \$25K is the threshold for capitalizing the asset, and it is also about one thousandth of our annual budget, so we think it is a reasonable threshold. Language also added to address approval authorities below \$25,000.</p>
<p>4</p>	<p>N/A</p>	<p>The MWA Board, in its regular board meetings, shall ratify all bill payments since the previous board meeting. Business Services will conduct an internal audit annually to ensure all</p>	<p>The proposed language would reflect our current practice.</p>

		purchases have obtained appropriate approvals.	
6.	All funds received shall be deposited or transferred into MWA’s accounts at the earliest possible convenience and in no event later than <b>five (5) business days</b> after receipt.	All funds received shall be deposited into MWA’s accounts at the earliest possible convenience and in no event later than the <b>following business day</b> after receipt.	To ensure the timeliness of depositing funds.
6.	All purchases over \$5,000 must include documentation of a good faith effort to secure the lowest possible cost for comparable goods or services by soliciting two, and preferably three, competitive bids from qualified providers where practical. The CEO or designee shall not approve purchase orders or check requests lacking such documentation. Documentation shall be attached to all check and purchase order requests showing that at least three vendors were contacted and such documentation shall be maintained for three years.	Notwithstanding any provision of MWA’s fiscal policies, MWA will follow all applicable bidding processes under state and federal law in procuring products and services.  Where there is no legal requirement for a formal bid process to seek multiple bids before a purchase can be made and there is no legal requirement that a formal bid process be followed, the following internal MWA policy shall apply. For all purchases over \$25,000, MWA staff shall make a good faith effort to secure the lowest possible cost for comparable goods or services by soliciting two, and preferably three, competitive bids from qualified providers, and shall include documentation of such effort in the purchase record. When obtaining competitive bids is not possible due to lack of competitors offering comparable products/services or other factors, the	Currently we don’t usually have documentations for purchase over \$5,000, so the original policy is not being enforced. One of the main challenges regarding the bidding requirements is that we oftentimes find it is practically impossible to find even two vendors who would be able to provide the same services or products we need, not to mention three. This is due to the nature of our business – many of the services/products are highly specialized and there is often a lack of competitors who could offer comparable products or services. One example is CharterSAFE for liability insurance.  The proposed language would strike a balance of allowing either quotes from multiple vendors or a statement explaining why this was not possible.

		requesting MWA employee shall include with the purchase order or check request a statement indicating why obtaining at least two bids was not possible. The CEO or designee shall only approve purchase orders or check requests that include 1) a statement explaining why at least two bids was not possible or 2) documentation showing that at least two, and preferably three, vendors were contacted and such documentation shall be maintained for three years.	
7.	Food equipment over <b>\$500</b> with a useful life of more than one year shall also be inventoried.	Food equipment over <b>\$2,000</b> with a useful life of more than one year shall also be inventoried.	Increased the threshold to \$2,000 so the amount is more aligned with the inventory threshold for other equipment. The original threshold of \$500 is too low.
8.	If the Academy receives over <b>\$500,000</b> from federal sources, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars.	If MWA receives federal income over the threshold for a single audit as determined by the Office of Management and Budget, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars.	The threshold has been increased by the federal Office of Management and Budget to \$750,000. Change the language so we don't have to update the policy whenever the threshold changes.
10.	N/A	G. Notification Responsibilities  The CEO or CFO shall notify both the Finance Advisory Committee and the Audit Advisory Committee of any material liabilities that are discovered or significant changes in the proposed treatment of any assets or	Added to ensure both the finance advisory committee and the audit committee are kept abreast of any potential audit exceptions.



		liabilities from those reflected in prior year financial statements.	
11.	N/A	Appendix A: Board-Approved Bank Signers	To reflect the policies related to the banking arrangement on page 6: <i>"The MWA Board of Directors must appoint and approve all individuals authorized to sign checks or warrants in accordance with these policies"</i>

Adopted: April 23, 2008

Amended: December 8, 2010

Amended: March 4, 2013

Amended: April 3, 2014

Amended: September 5, 2019

Amended: June 17, 2021

## FISCAL

### **A. Budget Development and Oversight Calendar and Responsibilities**

The Making Waves Academy Charter School (“MWA”) will develop and monitor its budget in accordance with the annual budget development and monitoring calendar as specified below.

MWA’s Chief Financial Officer (“CFO”) and/or a Business Services designee, under the supervision, direction and control of MWA’s Chief Executive Officer (“CEO”), will do the following

#### ***July – August***

- Close books for prior fiscal year; post all transactions; assemble records.
- Prepare for annual independent audit and be prepared to answer questions as part of the audit process.
- Prepare schedule under consultation with the Audit and Finance Advisory Committees for bank reconciliation review.

#### ***September – December***

- At the end of the first 10 days of school (consistent with the timeline for reporting attendance/enrollment to its charter authorizer), the CEO reviews MWA’s Average Daily Attendance (“ADA”) figures and notifies the CFO if actual attendance is below budget projections. If needed, MWA’s budget is again revised at the 1<sup>st</sup> interim budget to reflect those changes as well as inform revised cash flow projections.
- Review current year actual versus budgeted revenues and expenditures and formally report to the Finance Advisory Committee in the 1<sup>st</sup> interim budget report. The MWA Board of Directors (“MWA Board”) approves any needed changes to annual budget.
- Submit the 1<sup>st</sup> interim budget report to the MWA charter authorizer, Contra Costa County Board of Education (“CCCOE”), by no later than December 15th of each year.
- Share elements of the Local Control Funding Formula (LCAP) with MWA community stakeholders. Highlight key initiatives of the LCAP, how progress will be monitored, and how progress will be reported to the community. Provide

LCAP updates to the MWA Board and School Site Council (SSC) at an agreed upon scheduled time in the fall/winter.

- Monitor current year budget monthly and share any material concerns at MWA Board Meetings and Finance Advisory Committee Meetings.
- Prepare formal budget development plan and schedule for upcoming fiscal year.
- Review/prepare set of proposed budget principles and key assumptions, approved by the CEO.
- Work with the CEO to develop a budget timeline for budget managers to follow for the budget development and approval process.
- Attend trainings or presentations that address new state adopted fiscal policies for reporting and implementation.

### ***January – February***

- Review Governor's proposed state budget for the upcoming fiscal year, and identify likely range of revenues for MWA's upcoming fiscal year (July 1-June 30).
- Develop an initial financial budget for the upcoming fiscal year, including projected enrollment and any proposed staffing changes.
- Submit the first draft of the budget to the Finance Advisory Committee for initial review.
- Continually monitor and, as needed, revise current year budget and submit revisions to the Finance Advisory Committee as part of the Second Interim Budget Report cycle.
- Begin inviting community stakeholder feedback on elements of the LCAP. Develop and announce School Site Council meeting dates when progress on the LCAP will be shared and discussed. Implement LCAP communication plan to share progress updates on implementation of the LCAP.

### ***March – April***

- Prepare the second draft of the budget.

- Review current year actual versus budgeted revenues and expenditures and formally report to the Finance Advisory Committee in the 2<sup>nd</sup> interim budget report. The MWA Board approves any needed changes to annual budget.
- Submit the 2<sup>nd</sup> interim budget report to the Contra Costa County Board of Education by no later than March 15th of each year after approval by the MWA Board.
- Continually monitor current year finances and alert the MWA Board and Finance and Audit Advisory Committees of any material concerns.
- Receive constituent feedback on any proposed revisions to the LCAP through the SSC. Continue to follow the LCAP communication and implementation plan with respect to the budget and programmatic priorities.

### ***May – June***

- Present Second Draft of the Budget to the Finance Advisory Committee for final review.
- Review revenue projections subsequent to Governor’s annual “May Revise” budget figures, and modify, if necessary, upcoming fiscal year budget, including monthly cash flow projections, to accommodate any changes.
- Budget Approval Process: CEO will review and as needed, in coordination with CFO, revise the proposed budget for the upcoming fiscal year and then forward the same to the Finance Advisory Committee for review and subsequent submission to / recommended approval by the MWA Board. The MWA Board will then review and, before June 30th, formally adopt the budget for the upcoming fiscal year. The MWA Board approves the LCAP before submitting it to MWA’s charter authorizer, CCCOE, for review.
- Provide copy of final budget to the charter authorizer, CCCOE no later than June 30th of each year after approval by the MWA Board.
- Develop three (3)-year budget projection in accord with MWA’s established strategic and growth plans.
- Prepare for interim audit focused on attendance compliance and other procedures.
- Share final and approved LCAP with the SSC.

**B. Controls, Budget, and Fiscal Management**

MWA will maintain in effect the following principles in its ongoing fiscal management practices to ensure that, (1) expenditures are authorized by and in accordance with amounts specified in the MWA Board-adopted budget, (2) MWA's funds are managed and held in a manner that provides a high degree of protection of the school's assets, and (3) all transactions are recorded and documented in an appropriate manner.

**Separation of Duties:**

The Business Services unit will establish a written schedule and protocol to allow for adequate separation of duties and controls for receiving mail, bills, and checks concerning compliance and financial activities; receiving and acknowledging accounts payable, accounts receivable, and checks, and arranging for approval and payment of bills as well as reconciliation of received checks and deposited checks and their corresponding chart of accounts revenue code. No one person should have sole control over the lifespan of a transaction, such as:

- Initiate the transaction
- Approve the transaction
- Record the transaction
- Reconcile the transaction
- Handle the related asset
- Review reports

All Business Services personnel are cross-trained. Where possible, assignment rotations are implemented and employees are expected to take at least one two-week holiday a year.

**Expenditure Approval Requirements:**

All proposed expenditures must be approved by the CEO or designee. The CFO or designee will review each proposed expenditure to determine whether it is consistent with the MWA Board-adopted budget and, if so, sign the check request or purchase order form. MWA will develop and maintain check request and purchase order forms to document the authorization of all non-payroll expenditures. Any purchase or transaction involving an expenditure of funds that either (i) causes a line item to exceed the approved budget or (ii) is of \$25,000 or more, shall additionally require approval by the MWA Board, unless the associated contract for the expenditure has already been approved by the Board. Any purchase or transaction involving an expenditure of funds less than \$25,000 shall be approved by the CEO, CFO or Business Services designee, except that expenditures of \$10,000 or less may be, in the alternative, approved by budget managers. The Finance Advisory Committee will monitor income and expenditures against projections and make inquiries into and understand the causes of any meaningful variance from the school's projected budget. The MWA Board, in its regular board meetings, shall ratify all bill payments since the previous board meeting. Business Services will conduct an internal audit annually to ensure all purchases have obtained appropriate approvals. The approval authorities of different positions are subject to the limitation as set forth in the following table:

<b>Positions</b>	<b>Approval Authorities</b>
Budget Managers as Designated by the CEO	Expenses up to \$10,000 that do not cause a line item to exceed the approved budget
CEO, CFO or Business Services Designee	Expenses of less than \$25,000 that do not cause a line item to exceed the approved budget
MWA Board	Expenses of \$25,000 or more or that cause a line item to exceed the approved budget

### Separation of Duties and Approvals

<b>Duty &amp; Responsibility</b>		<b>Initial Action</b>	<b>Next Action</b>	<b>Approval</b>	<b>Exception</b>
<b>Accounts Payable</b>		Received and processed by Payable & Payroll Specialist	Reviewed and submitted for approval by Controller	Reviewed and approved by budget managers.  Approved for payment by the CEO or designee	Expenses exceeding \$10,000 have to be approved by positions that have appropriate approval authorities outlined in the table above
<b>Payroll</b>		Employees submit their time for approval	Supervisors review time submitted and approve all time sheets	Payable & Payroll Specialist reviews all submitted timesheets and submits for disbursement	CEO approves final checks for employees leaving MWA (including accrued vacation and personal time)
<b>Employee Reimbursements</b>		Employee submits expenses for reimbursement to supervisor for review and approval	Payable & Payroll Specialist reviews reimbursement submissions	CEO reviews and approves submissions for reimbursement	Approvals for expenses involving reimbursement to the CEO reviewed and approved by the CFO

### Disbursement Authority:

All disbursements require approved invoices or expense vouchers. The MWA Board shall appoint and approve all individuals authorized to sign checks in accordance with this fiscal policy. No authorized check signer shall sign any check made payable to his or her self nor authorize any other non-approved disbursement to his or her self. Checks for amounts in excess of \$5,000 require two signatures, one of which shall be that of the CEO unless the CEO is the payee.

**Budget Transfers:**

The CEO or designee may transfer from one unrestricted budget item to another.

**Banking Arrangements:**

MWA will maintain its accounts at a bank in good standing with federal and state regulatory agencies. The CFO will review at least annually the status of the current bank. Funds will be deposited in non-speculative accounts including federally-insured savings or checking accounts or invested in non-speculative federally-backed instruments. The MWA Board must appoint and approve all individuals authorized to sign checks in accordance with these policies (see Appendix A for details).

All funds received shall be deposited into MWA's accounts at the earliest possible convenience and in no event later than the following business day after receipt.

**Purchasing Procedures:**

Notwithstanding any provision of MWA's fiscal policies, where required, MWA will follow all applicable bidding processes under state and federal law in procuring products and services.

Where there is no legal requirement for a formal bid process to seek multiple bids before a purchase can be made and there is no legal requirement that a formal bid process be followed, the following internal MWA policy shall apply. For all purchases over \$25,000, MWA staff shall make a good faith effort to secure the lowest possible cost for comparable goods or services by soliciting two, and preferably three, competitive bids from qualified providers, and shall include documentation of such effort in the purchase record. When obtaining competitive bids is not possible due to lack of competitors offering comparable products/services or other factors, the requesting MWA employee shall include with the purchase order or check request a statement indicating why obtaining at least two bids was not possible. The CEO or designee shall only approve purchase orders or check requests that include 1) a statement explaining why at least two bids was not possible or 2) documentation showing that at least two, and preferably three, vendors were contacted and such documentation shall be maintained for three years.

**Record Keeping:**

Transaction ledgers, canceled/duplicate checks, attendance and entitlement records, payroll records, and any other necessary fiscal documents must be maintained in a secure physical or online location for at least three years, or as long as required by applicable law, whichever is longer.

**Property Inventory:**

The CFO and/or Business Services designee shall develop a process for establishing, reviewing, updating, and maintaining an inventory of all non-consumable goods and equipment with an original cost over \$5,000. This inventory shall include the original purchase price and date, a brief description, serial numbers, and other information appropriate for documenting the school's assets. This process shall be reviewed annually by the CFO and, if possible, a committee of the MWA Board. The CFO and/or Business Services designee shall provide

annual training and support to the Director of Operations and Director of Technology, specifically, to ensure compliance with these property inventory procedures. This property will be inventoried on an annual basis and lists of any missing property must be provided to the CEO.

Food equipment with an original cost over \$2,000 with a useful life of more than one year shall also be inventoried.

In addition, in order to maintain property control, the following shall be recorded and tracked by the Business Services department even though the original cost may be less than \$5,000 or have a useful life of less than a year: (1) equipment purchased with grant funds or required by the terms of the grant to be tracked as capital; (2) furnishings for new spaces; (3) cameras; (4) musical instruments; and (5) television sets and DVD units. AV projectors and computer systems (PC, keyboard, monitor, printer and hard drives) will be maintained by the Information Technology Department.

All non-consumable school property lent to students shall be returned to MWA no later than five working days after the end of the school year.

All non-consumable school property lent to faculty, staff, or administrators for use while employed at MWA shall be returned to MWA upon separation from service.

Any excess or surplus property owned by MWA may be sold or auctioned by the CFO and/or Business Services designee provided the CFO and/or Business Services designee first completes due diligence to maximize the value of the sale or auction to MWA. The MWA Board shall approve in advance the sale or auction of property owned by MWA with a fair market value in excess of \$5,000.

### **Payroll Services:**

MWA will contract with a service provider to prepare payroll checks, tax and retirement withholdings, tax statements, and to perform other payroll support functions. The CFO or designee will establish and oversee a system to prepare time and attendance reports and submit payroll check requests. The CFO or designee will review payroll statements at least quarterly to ensure that (1) the salaries are consistent with approved personnel action forms and that (2) the proper tax, retirement, disability, and other withholdings have been deducted and forwarded to the appropriate authority. All staff expense reimbursements will be on checks separate from payroll checks.

Upon hiring of staff, a personnel file will be established with all appropriate payroll- related documentation including a federal I-9 form, and tax withholding forms.

### **Attendance Accounting:**

The CEO will establish and maintain an appropriate attendance accounting system to record the number of days students are actually in attendance at MWA and engaged in the activities required of them by MWA. As part of the annual audit, the independent auditor will review actual



attendance accounting records and practices to ensure compliance. The attendance accounting practices shall be in conformance with the Charter Schools Act and the applicable California Administrative Code sections defining Charter School Average Daily Attendance (ADA).

Specifically:

- ADA will be computed by dividing the actual number of days of student attendance by the number of calendar days of instruction by MWA.
- MWA's instructional calendar will include at least 175 days of instruction to avoid the fiscal penalty for providing fewer than 175 days of instruction as provided by the Administrative Code regulation. The calendar will also document that MWA offers the number of annual minutes of instruction as required pursuant to applicable law.
- Independent study, if needed, must be pre-arranged by the student's adult guardian and MWA. The adult guardian will be required to complete and submit documentation to MWA on school-provided forms of engagement in instructional activity. As applicable, such study shall be in full compliance with law governing independent study.

#### **Annual Financial Audit:**

The MWA Board will annually appoint an Audit Advisory Committee. Any persons with expenditure authorization or recording responsibilities within MWA may not serve on the Committee.

An annual financial audit shall be performed by an independent certified public accountant and shall include, but not be limited to (1) an audit of the accuracy of school's financial statements, (2) an audit of MWA's attendance accounting and revenue claims practices, and (3) an audit of MWA's internal control practices. If MWA receives federal income over the threshold for a single audit as determined by the Office of Management and Budget, the audit shall be prepared in accordance with any relevant Office of Management and Budget audit circulars.

MWA's CFO will follow the timeline below to conduct the audit process:

#### ***March – April***

- Begin coordination with MWA's independent auditor in preparation for annual audit.

#### ***July – September***

- Independent auditor performs audit of the closed fiscal year and prepares audit report for submission to the Audit Advisory Committee.

#### ***October-December***

- Independent auditor submits to the Audit Advisory Committee the annual audit, Federal Form 990-Return of Organization Exempt from Income Tax and Form 199- California Exempt Organization Annual Information Tax Return for review.
- The Audit Advisory Committee reviews copy of audit and tax forms. The auditor, in conjunction with the CEO and CFO, address any audit exceptions or adverse findings.
- The audit and tax forms shall be completed, reviewed initially by the Audit Advisory Committee, reviewed by the Finance Advisory Committee and then by the MWA Board, which votes to accept the materials based upon the recommendation of the Audit Advisory Committee. Copies of each annual audit shall be submitted prior to December 15th each year to the CCCBOE (charter-granting agency), the Contra Costa County Office of Education, the Office of the State Controller, and the California Department of Education.

Not less than 120 days after expiration of an existing independent auditor engagement agreement, and in coordination with the Audit Advisory Committee, the CFO shall solicit proposals for an annual audit and develop a recommendation to the MWA Board for selection of an independent auditor, which must approve the engagement of the independent auditor.

### **C. Required Budget and Other Fiscal Reports**

The CFO or designee will produce and submit to the CCCBOE any and all required fiscal reports as may be required by State or federal law, or mandated by the terms of MWA's charter. These include, but may not be limited to, attendance reports, enrollment and other data reports required by the California Basic Education Data System, and other related data.

### **D. Insurance**

The CFO shall ensure that at all times MWA maintains the following insurance coverage:

o Appropriate property (equipment only) insurance, with such insurance to include business interruption and casualty coverage and fire and other hazards, with replacement cost coverage for all equipment listed in MWA's Equipment Inventory and consumables.<sup>1</sup>

o Liability insurance, with such insurance to include premises and MWA Board errors and omissions liability on a "claims made" form with a self-insured retention of no more than \$50,000 per occurrence and a limit of no less than \$25,000,000 per occurrence except that a limit of no less than \$1 million annual aggregate coverage shall be obtained for MWA Board miscellaneous liability insurance.

o Crimes insurance, with such insurance to cover all Academy staff members for money and securities (\$500,000 per occurrence), forgery or alteration (\$500,000 per occurrence) and employee dishonestly (\$1,000,000 per occurrence).

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<sup>1</sup> Making Waves Foundation, Inc. is the owner of 4123/4133 Lakeside Drive, Richmond, CA buildings and maintains property insurance on the buildings at this location.

#### **E. MWA Board Compensation**

MWA Board members shall serve without compensation but may be reimbursed for actual and necessary expenses. Expenses for travel necessary to attend Board meetings and meetings of Board committees need not be approved in advance by the Board of Directors. All other expenses shall be approved in advance. Travel expenses reimbursed shall not exceed levels that would be subject to federal or State income tax. All expenses reimbursed shall be documented by receipts and in no event may reimbursements exceed actual expenses.

#### **F. Fundraising, Grant Solicitation, and Donation Recognition**

The CEO will be advised by the Chief Advancement Officer of Making Waves Foundation (“MWF”) of fundraising or grant solicitation activities on behalf of MWA. The CEO or designee shall be informed of any conditions, restrictions, or compliance requirements associated with the receipt of such funds, including grants or categorical programs sponsored by the State or federal government.

#### **G. Notification Responsibilities**

The CEO or CFO shall notify both the Finance Advisory Committee and the Audit Advisory Committee of any material liabilities that are discovered or significant changes in the proposed treatment of any assets or liabilities from those reflected in prior year financial statements.

**Appendix A: Board-Approved Bank Signers**

<b>Bank Name</b>	<b>Account No.</b>	<b>Purpose of the Account</b>	<b>Signer Name</b>	<b>Signer Title</b>
Chase Bank	229513798	Fund Raising	Alicia M. Klein Alton B. Nelson, Jr. Wallace Wei Hung T. Mai	Board Chair CEO CFO Dir. of Finance
Chase Bank	229513822	Cash Deposit	Alicia M. Klein Alton B. Nelson, Jr. Wallace Wei Hung T. Mai	Board Chair CEO CFO Dir. of Finance
Bridge Bank	8760522535 8971495882	Operation and Payroll	Alicia M. Klein Alton B. Nelson, Jr. Wallace Wei Hung T. Mai	Board Chair CEO CFO Dir. of Finance

# Coversheet

## Education Protection Account

**Section:** IV. Action Items  
**Item:** L. Education Protection Account  
**Purpose:** Vote  
**Submitted by:** Hung Mai  
**Related Material:** Education Protection Account - Board Resolution - 2021-22-6.9.2021.pdf  
Education Protection Account - Spending Plan 2021-22-6.9.2021.pdf

### BACKGROUND:

Making Waves Academy is required to determine how the money received from the Education Protection Account will be spent in the schools within its jurisdiction. The language in the constitutional amendment requires that funds shall not be used for the salaries and benefits of administrators or any other administrative costs.

### RECOMMENDATION:

It is recommended that the MWA Board adopt the Education Protection Account Resolution without fiscal impact.



**Making Waves Academy**  
Resolution Number: 2020-21-03  
Board Meeting: June 17, 2021

**Education Protection Account**

**WHEREAS,** the voters of California approved Proposition 30 on November 6, 2012; and

**WHEREAS,** Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012; and

**WHEREAS,** the provision of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f); and

**WHEREAS,** before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year; and

**WHEREAS,** if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within 10days preceding the end of the fiscal year; and

**WHEREAS,** charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction; and

**WHEREAS,** the governing board shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board; and

**WHEREAS,** the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost; and

**WHEREAS,** each charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent; and

**WHEREAS,** the annual independent financial and compliance audit shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required Article XIII, Section 36 of the California Constitution; and

**WHEREAS,** expenses incurred by charter school to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Account and shall not be considered administrative costs for purposes of Article XIII, Section 36.



**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of Making Waves Academy; and
2. In compliance with Article XIII, Section 36(e) of the California Constitution, the governing board of Making Waves Academy has determined to spend the monies received from Education Protection Account as attached.

**PASSED AND ADOPTED** by the Governing Board of Making Waves Academy on June 17, 2021.

I, Maricela Navarro, Secretary of the Board of Making Waves Academy, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said Governing Board at a regularly called and conducted meeting held on said date:

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Marcicela Navarro, Secretary of Governing Board  
Making Waves Academy



## Making Waves Academy

### 2021-22 Education Protection Account (EPA) Spending

Proposition 30, The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide revenue limit amount. A corresponding reduction is made to an LEA's revenue limit EPA entitlement. LEAs will receive EPA payments quarterly beginning with the 2013-14 Fiscal Year.

Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

The spending plan must be approved by the governing board during a public meeting. EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs.

Each year, the local agency must publish on its Website an accounting of how much money was received from the EPA and how the funds were expended.

Making Waves Academy estimated 2021-22 Revenue and Expenditures:

**Revenue:** \$1,148,117

**Expenditures:**

- Teachers Salary \$900,000
- Psychological Services: \$248,117



# Coversheet

## RT Fisher Renewal

**Section:** IV. Action Items  
**Item:** M. RT Fisher Renewal  
**Purpose:** Vote  
**Submitted by:** Evangelia Ward-Jackson

**Related Material:**

RT Fisher Educational Enterprises AI cert for Making Waves Academy Schools 6-8-21.pdf  
MWA Extended Contract Exhibits 2021-22 06\_7\_21.3-RTF.pdf  
RTF\_MWA 2021-22 MOU 6\_8\_21.pdf

**BACKGROUND:**

RTFisher has provided educational support services to MWA for over a decade. Each year the nature of presence and consultancy from RTFisher decreases and/or shifts based on the instructional and capacity support needs of our faculty and key leaders. This year the scope of RTFishers work will be on Black/African American Student Achievement Initiative (BAASAI) professional development and capacity building, as well as continued Teacher Leader capacity building and math professional development and instructional support. Additionally, RTFisher will evaluation and provide consultancy for our Academic Intervention Services (AIS) program components as we shift to a more aligned, compliant, and results driven intervention approach using the Multi-Tiered Support Services (MTSS) and Response to Intervention and instruction (RTI2) state frameworks. RTFisher has maintained services during distance learning, and we are confident that RTFisher will be able to provide these critical services in each Fall Reopen scenario being considered.

**RECOMMENDATION:**

I recommend that the Board conditionally approved the RTFisher MOU and budget agreement that is not to exceed: \$400,183.00, pending final review from our insurer. If there are any substantial changes to the contract, it will be brought back before the board in September.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SIGNATURE GENERAL LIABILITY BROADENING ENDORSEMENT**

This Endorsement modifies and is subject to the insurance provided under the following form:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The following extension only applies in the event that no other specific coverage for the indicated loss exposure is provided under this Policy. If other specific coverage applies, the terms, conditions and limits of that Coverage are the exclusive coverage applicable under this Policy, unless otherwise noted in this Endorsement. This is a summary of the various additional coverages and coverage modifications provided by this Endorsement. For complete details on specific coverages, consult the actual policy wording.

<b>Coverage Description</b>	<b>Limit of Insurance</b>	<b>Page</b>
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock	Included	3
Medical Payments	\$ 20,000	3
Damage to Premises Rented to You	\$ 1,000,000	3
Supplementary Payments - Bail Bonds	\$ 3,000	4
Supplementary Payments - Loss of Earnings	\$ 1,000 per day	4
Newly Formed or Acquired Organizations	Included	4
Unintentional Failure to Disclose Hazards	Included	5
Knowledge of Occurrence, Claim or Suit	Included	5
Property Damage Liability - Elevators	Included	5
Property Damage Liability - Borrowed Equipment	Included	5
Liberalization Clause	Included	6
Amendment of Pollution Exclusion (Premises)	Included	6
Limited Property Damage to Property of Others	\$ 5,000	6
Additional Insured - Manager or Lessor of Premises	Included	7

Coverage Description	Limit of Insurance	Page
Additional Insured - Funding Sources	Included	7
Additional Insured - By Contract	Included	8
Primary and Non-Contributory Additional Insured Extension	Included	10
Additional Insureds - Protection of Your Limits	Included	10
Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)	Included	11
Property Damage Extension With Voluntary Payments	\$ 1,000/\$ 5,000	11
Who Is An Insured - Fellow Employee Extension - Management Employees	Included	12
Broadened Personal and Advertising Injury	Included	12

**A. Non-Owned Aircraft**

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, exclusion g. Aircraft, Auto or Watercraft does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. Non-Owned Watercraft**

Under paragraph 2. Exclusions of SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability, subparagraph (2) of exclusion g. Aircraft, Auto or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
  - (a) less than 60 feet long; and

(b) not being used to carry persons or property for a charge.

**C. Bodily Injury - Mental Injury, Mental Anguish, Humiliation or Shock**

Under **SECTION V - DEFINITIONS**, Definition 3. is replaced by the following:

3. "**Bodily Injury**" means physical injury, sickness, or disease, including death of a person. "Bodily Injury" also means mental injury, mental anguish, humiliation, or shock if directly resulting from physical injury, sickness, or disease to that person.

**D. Medical Payments**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this Policy are amended as follows:

The Medical Expense Limit in paragraph 7. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

- a. \$ 20,000; or
- b. the amount shown in the Declarations for Medical Expense Limit

This provision 7. is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**.

**E. Damage to Premises Rented to You**

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph 2. **Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

3. The last paragraph of paragraph 2. **Exclusions** is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

However, this insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with the permission of the owner, caused by:

- i. rupture, bursting, or operation of pressure relief devices;
- ii. rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- iii. explosion of steam boilers, steam pipes, steam engines, or steam turbines; or
- iv. flood

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to paragraph 5. above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection system or water while rented to you or temporarily occupied by you with the permission of the owner, for all such damage caused by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water or any combination of the six, is the higher of \$ **1,000,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.
3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection 4. Other Insurance, paragraph b. Excess Insurance where the words "Fire insurance" appear they are changed to "insurance for fire, lightning, explosion, smoke, leakage from an automatic fire protection system or water."
4. As regards coverage provided by this provision **I. Damage to Premises Rented to You** - paragraph **9.a.** of **Definitions** is replaced with the following:
  9. a. a contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, leakage from automatic fire protection systems or water to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### F. Supplementary Payments

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph **1.b.** is replaced with:
  - b. Up to \$ **3,000** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph **1.d.** is replaced by the following:
  - d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$ **1,000** a day because of time off work.

#### G. Newly Formed or Acquired Organizations

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a named insured if there is no other similar insurance available to that organization. However:
  - a. coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. coverage **A** does not apply to "bodily injury" or property damage that occurred before you acquired or formed the organization; and
  - c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. records and descriptions of operations must be maintained by the first named insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named insured in the Declarations or qualifies as an insured under this provision.

#### H. Unintentional Failure to Disclose Hazards

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations**:

Failure of the Insured to disclose all hazards existing as of the inception date of this Policy shall not prejudice the insurance with respect to the coverage afforded by this Policy, provided such failure or omission is not intentional on the part of the Insured.

#### I. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

Knowledge of any occurrence, claim, or suit by any agent, servant or employee of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such injury, claim or suit shall have been received by:

- a. you, if you are an individual;
- b. a partner, if you are a partnership
- c. an executive officer or insurance manager, if you are a corporation.

#### J. Property Damage Liability - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, **(4)** and **(6)** of exclusion **j. Damage to Property** do not apply if such property damage results from the use of elevators.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### K. Property Damage Liability - Borrowed Equipment

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraph **(4)** of exclusion **j. Damage to Property** does not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.
2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY Conditions**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this Endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

#### L. Liberalization Clause

If we revise this Signature General Liability Broadening Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the date the revision is effective in your state.

#### M. Amendment of Pollution Exclusion (Premises)

1. The following is added to paragraph (1)(a) of Exclusion f. of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

(iv) "Bodily injury" or "property damage" arising out of the actual discharge, dispersal, seepage, migration, release or escape of "pollutants."

As used in this Endorsement, the actual discharge, dispersal, seepage, migration, release or escape of pollutants must:

- (aa) commence on a clearly identifiable day during the policy period; and
  - (bb) end, in its entirety, within seventy-two (72) hours of the commencement of the discharge, dispersal, seepage, migration, release or escape of "pollutants"; and
  - (cc) be discovered and reported to us within fifteen (15) days of the clearly identifiable day that the discharge, dispersal, seepage, migration, release or escape of "pollutants" commences; and
  - (dd) be neither expected nor intended from the standpoint of any insured; and
  - (ee) be unrelated to any previous discharge, dispersal, seepage, migration, release or escape; and
  - (ff) not originate at or from a storage tank or other container, duct or piping which:
    - a. is below the surface of the ground or water; or
    - b. at any time has been buried under the surface of the ground or water and then is subsequently exposed.
2. For the purposes of this coverage, the following is added to the definition of "property damage" of **SECTION V - DEFINITIONS** and applies only as respects this coverage:

Land or water, whether below ground level or not, is not tangible property.

3. Coverage provided hereunder does not apply to any discharge, dispersal, seepage, migration, release or escape that is merely threatened or alleged rather than shown to have actually occurred.

#### N. Limited Property Damage to Property of Others

The following is added under **SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A and B**:

3. We will pay up to \$ 5,000 for loss to personal property of others while in the temporary care, custody or control of an insured caused by any person participating in your organized activities. For the purpose of this supplementary payment, loss shall mean damage or destruction but does not include mysterious disappearance or loss of use. In the event of a theft, a police report must be filed. This supplementary payment does not apply if:
  - a. coverage is otherwise provided by the Property Coverage part (if any) of this Policy; or



- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

**O. Additional Insured - Manager or Lessor of Premises**

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

- 2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

- 3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

**P. Additional Insured - Funding Sources**

- 1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

#### **Q. Additional Insureds - By Contract**

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

However:

- 1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. if coverage provided to the Additional Insured is required by contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
- (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**:

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
  - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "Bodily injury" or "property damage" occurring after:
  - (1) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed for or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
  - (2) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

- a. required by the contract or agreement; or
- b. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This Endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**R. Primary and Non-Contributory Additional Insured Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph a. **Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

**S. Additional Insureds - Protection of Your Limits**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

- a. give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
  - b. tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the Additional Insured; and
  - c. agree to make available any other insurance which the Additional Insured has for a loss we cover under this Coverage Part.
  - d. we have no duty to defend or indemnify an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured.
2. The Limits of Insurance applicable to the Additional Insured are those specified in a written contract or written agreement or the Limits of Insurance stated in the Declarations of this Policy and defined in **SECTION III - LIMITS OF INSURANCE** of this Policy, whichever are less. These limits are inclusive of and not in addition to the Limits of Insurance available under this Policy.

**T. Blanket Waiver of Transfer of Rights of Recovery Against Others to Us (Subrogation)**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 8. **Transfer of Rights of Recovery Against Others to Us:**

If required by a written contract or written agreement, we waive any right of recovery we may have against a person or organization because of payment we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard" provided that the injury or damage occurs subsequent to the execution of the written contract or written agreement.

**U. Property Damage Extension with Voluntary Payments**

1. The following is added to paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

At your request we will pay for "loss" to property of others caused by your business operations for which this Policy provides liability insurance. Such payment will be made without regard to your legal obligation to do so. The "loss" must occur during the policy period and must take place in the "coverage territory."

2. With respect to the coverage afforded under paragraph 1. above, paragraph 2. **Exclusions** of **SECTION I - COVERAGES A - Bodily Injury and Property Damage Liability** is amended as follows:

Exclusions j.(3), j.(4), j.(5) and j.(6) are deleted.

3. As respects coverage afforded by this coverage, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

Regardless of the number of insureds, claims made or "suits" brought or persons or organizations making claims or bring "suits":

1. Subject to 2. Below, the most we will pay for one or more "loss" arising out of any one "occurrence" is **\$ 1,000**.
2. The aggregate amount we will pay for the sum of all "loss" in an annual period is **\$ 5,000**. This aggregate amount is part of and not in addition to the General Aggregate Limit described in paragraph 2. of **SECTION III - LIMITS OF INSURANCE**.

## **V. Who Is an Insured - Fellow Employee Extension - Management Employees**

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**:

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employee" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectable insurance available to your "employee."

## **W. Broadened Personal and Advertising Injury**

1. Unless "Personal and Advertising Injury" is excluded from this Policy, the following is added to **SECTION V - DEFINITIONS** Item **14.**:
  - h. mental injury, mental anguish, humiliation, or shock, if directly resulting from Items **14.a.** through **14.e.**

Making Waves Academy  
 Independent Contractor Agreement  
 R.T. Fisher Educational Enterprises, Inc.

**Exhibit B**

**I. Name of Project for which the Services are being performed:**

B/AASAI Support Initiative

**II. Services to be Performed by Contractor ("Services")**

Under the supervision of the Senior Director of Academic Instruction (SrDAI), R.T. Fisher Educational Enterprises, Inc. (hereinafter "RTF") will perform the following services:

Task/Deliverable(s)	Estimated Timeframe
Faculty and Staff Professional Development Series	August 2021 – June 2021
Teacher Capacity Building & Development re: Academic Mentoring and Support for EL & AFAM Student Initiative Sessions	
AAREA Professional Development Summit	February 2021

**IV. Consulting Fee**

RTF's costs will not exceed \$40,000 for all services performed.

THIS EXHIBIT C IS AGREED TO BE EFFECTIVE on July 1, 2021.

Contractor: \_\_\_\_\_

MWA: \_\_\_\_\_

Contractor \_\_\_\_ MWA \_\_\_\_

Making Waves Academy  
Independent Contractor Agreement  
R.T. Fisher Educational Enterprises, Inc.

**Exhibit C**

**I. Name of Project for which the Services are being performed:**

Math Acceleration Academy

**II. Services to be Performed by Contractor ("Services")**

Under the supervision of the Senior Director of Academic Instruction (SrDAI), R.T. Fisher Educational Enterprises, Inc. (hereinafter "RTF") will perform the following services:

Task/Deliverable(s)	Estimated Timeframe
Program development support including instructor coaching and training; curriculum training materials; progress monitoring and data analysis	July 2021 – June 2022

**IV. Consulting Fee**

RTF's costs will not exceed \$39,600 for all services performed.

THIS EXHIBIT D IS AGREED TO BE EFFECTIVE on July 1, 2021.

Contractor: \_\_\_\_\_

MWA: \_\_\_\_\_



Making Waves Academy  
 Independent Contractor Agreement  
 R.T. Fisher Educational Enterprises, Inc.

**Exhibit D**

**I. Name of Project for which the Services are being performed:**

Intensive Math Department Professional Development and Coaching Support

**II. Services to be Performed by Contractor ("Services")**

Under the supervision of the Senior Director of Academic Instruction (SrDAI), R.T. Fisher Educational Enterprises, Inc. (hereinafter "RTF") will perform the following services:

Academy-wide Capacity-Building Initiatives	Estimated Timeframe
Task/Deliverable(s)	
Academy-wide Intensive Math Coaching	August 2021 – June 2021
Academy-wide Professional Development Institute	
Progress Monitoring and Program Evaluation	

**IV. Consulting Fee**

RTF's costs will not exceed \$200,000 for all services performed.

THIS EXHIBIT E IS AGREED TO BE EFFECTIVE on July 1, 2021.

Contractor: \_\_\_\_\_

MWA: \_\_\_\_\_

Contractor \_\_\_\_ MWA \_\_\_\_

Making Waves Academy  
 Independent Contractor Agreement  
 R.T. Fisher Educational Enterprises, Inc.

**Exhibit E**

**I. Name of Project for which the Services are being performed:**

Targeted Tier III Support Initiative

**II. Services to be Performed by Contractor ("Services")**

Under the supervision of the Senior Director of Academic Instruction (SrDAI), R.T. Fisher Educational Enterprises, Inc. (hereinafter "RTF") will perform the following services:

Middle School –Enhanced Targeted Tier III Support Task/Deliverable(s)	Estimated Timeframe
Academy alignment of AIS Program Components	July 2021 – June 2021
Intervention Leadership Team Capacity Building	
Progress Monitoring and Program Evaluation	

**IV. Consulting Fee**

RTF’s costs will not exceed \$120,583 for all services performed.

THIS EXHIBIT D IS AGREED TO BE EFFECTIVE on July 1, 2021.

Contractor: \_\_\_\_\_

MWA: \_\_\_\_\_

Contractor \_\_\_\_ MWA \_\_\_\_



## Memorandum of Understanding

---

*Between*  
**R.T. Fisher Educational Enterprises, Inc.**  
*and*  
**Making Waves Academy**

*for the term of:*  
**July 1, 2021 – June 30, 2022**

This Independent Contractor Services Agreement (“Agreement”) is made by and between and R.T. Fisher Educational Enterprises, Inc. (“RTF”), a California corporation and Making Waves Academy (“MWA”) a public California educational institution.

### RECITALS

**A.** RTF is in the business of, and has considerable expertise in providing educational support services programs and activities. MWA desires to engage RTF, and RTF desires to be engaged, to provide instructional and capacity building support services to the extent and on the terms and conditions set forth herein.

NOW, THEREFORE, the Parties hereby agree as follows:

### AGREEMENT

**1. Term of Agreement.** The term of this Agreement shall commence as of July 1, 2021 (“Effective Date”), and continue until June 30, 2022 (“Term”), unless earlier terminated as provided in **Section 10**.

**2. Project Management and Responsibilities.** The specific services to be provided by RTF and the respective roles and responsibilities of each of the Parties, commencing on the Effective Date, are specified in Attachments **Exhibits A-D**.

**3. Compensation; Payment Terms.**

**(a)** As compensation to RTF for the services performed under this Agreement, MWA shall pay RTF a total of \$400,183.00 as detailed in **Attachment Exhibit A**. For the purpose of this Section 4(a), “Administrative Costs” shall mean any cost, direct or indirect, that supports the implementation of the contracted services. Direct costs typically include salary costs related to preparing meeting materials and monitoring activities. Indirect costs typically include expenses for general administration of the services (personnel, payroll, accounting, procurement, data processing, etc.).



- (b) Beginning July 1, 2021 and the first of every month thereafter until June 1, 2022, RTF shall provide invoices addressed to Making Waves Academy in the amount of \$33,348.50.
- (c) Each invoice shall include the following information:
  - (i) Days/dates of service
  - (ii) Description of services
  - (iii) Any additional data required by MWA

MWA shall pay RTF all undisputed amounts due under the invoice within thirty (30) business days of its receipt of each such invoice.

#### **4. Personnel; Fingerprinting.**

(a) All personnel performing services on behalf of RTF shall be compensated directly by RTF as RTF's employees or subcontractors, as applicable. All personnel performing responsibilities on behalf of MWA shall be compensated directly by MWA as MWA's employees or subcontractors, as applicable.

(b) By execution of this Agreement, RTF and MWA acknowledge that California Education Code Section 45125.1 ("Section 45125.1") applies to the outlined consulting and development. Section 45125.1 requires that employees of entities providing such services to school districts must be fingerprinted by the California Department of Justice for a criminal records check.

(c) RTF expressly acknowledges and agrees that: (i) RTF and all of RTF's employees and contractors working with students must submit fingerprints in a manner authorized by the Department of Justice, together with the requisite fees as set forth in Section 45125.1; (ii) RTF shall not permit any employee or contractor to come in contact with students until the Department of Justice had ascertained that the employee or contractor has not been convicted of a serious or violent felony; (iii) RTF shall certify in writing to MWA that none of its employees or contractors who may come in contact with students have been convicted of a serious or violent felony; and (iv) RTF shall provide MWA a list of names of its employees who may come in contact with students. RTF shall fulfill these requirements at its own expense.

(d) RTF expressly acknowledges and agrees that all staff or volunteers who may come in direct contact with students participating in the Program shall meet all health screening requirements of MWA. RTF shall provide proof of health screening to the MWA before permitting supervision by any staff or volunteer.

**5. Insurance.** RTF shall maintain at its own cost and expense policies of comprehensive liability insurance and property damage insurance coverage as set forth below. The Parties agree that RTF and its officers, agents, employees and representatives shall be



specifically named in any and all such policies of insurance as additional named insureds. Any and all policies of insurance maintained by MWA pursuant to this Section shall be deemed primary to any potentially applicable policy or policies of insurance maintained by RTF and/or its officers, agents, employees and representatives. The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that RTF's policy should have an exclusion for sexual molestation or abuse claims, then RTF shall be required to procure a supplemental policy providing such coverage

(i) Worker's Compensation.

(ii) General Liability and Property Insurance: Comprehensive general liability coverage shall be in the amount of not less than five (5) million dollars – occurrence based. Property coverage shall be for replacement value.

(iii) RTF may obtain indemnity coverage for errors and omissions for its directors and officers and any other insurance the RTF deems appropriate or determines is required in accordance with applicable law.

RTF shall notify MWA within five (5) days of any claim or lawsuit filed against RTF that relates to the operation of services to RTF where MWA provides services pursuant to RTF.

## **6. Indemnification; Limitation of Liability; Disclaimer of Warranties.**

(a) MWA hereby agrees to defend, indemnify and hold harmless RTF and RTF and its subsidiaries, affiliates, officers, directors, contractors, agents and employees (collectively, MWA and MWA Representatives") from and against any and all suits, claims, liabilities, demands or causes of action of any third party alleging damages, losses and expenses, including reasonable attorney's fees and costs of suit, arising from (i) death or injury to person or property as a result of any negligent or intentional act or omission of MWA or any of MWA's subsidiaries, affiliates, officers, directors, contractors, agents and employees ("MWA Representatives"); or (ii) any material breach by MWA of any its obligations under this Agreement.

(b) RTF hereby agrees to defend, indemnify and hold harmless MWA and the MWA and its board, officers, agents, authorizer, employees and volunteers from and against any and all suits, claims, liabilities, demands or causes of action of any third party alleging damages, losses and expenses, including reasonable attorney's fees and costs of suit, arising from (i) death or injury to person or property as a result of any negligent or intentional act or omission of RTF or any of RTF Representatives; or (ii) any material breach by RTF of any its obligations under this Agreement.

(c) EXCEPT WITH RESPECT TO THE PARTIES' INDEMNITY OBLIGATIONS AND BREACHES OF SECTION 9, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR



CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST GOODWILL, WORK STOPPAGE OR IMPAIRMENT OR LOSS OF OTHER GOODS, SOFTWARE OR DATA, AND WHETHER ARISING OUT OF ANY BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

(d) EXCEPT AS EXPRESSLY PROVIDED HEREIN, RTF’S SERVICES ARE PERFORMED AND THE MATERIALS DEVELOPED AND/OR PROVIDED ARE PROVIDED ON AN “AS IS” BASIS, AND TO THE FULLEST EXTENT PERMITTED BY LAW, MWA EXCLUDES ALL OTHER EXPRESS AND IMPLIED TERMS, WARRANTIES OR REPRESENTATIONS ARISING BY LAW OR OTHERWISE INCLUDING WITHOUT LIMITATION FITNESS FOR A PARTICULAR PURPOSE.

**7. Ownership of Intellectual Property.** The Parties acknowledge and agree that in the performance of Services hereunder, RTF may utilize certain materials that are proprietary to RTF, including without limitation RTF’s proprietary materials that comprise RTF™. Accordingly, any rights in and to any tangible or intangible property provided by RTF in connection with the contracted services, including RTF™ and other intellectual property such as copyrights, trade secrets, patents and know-how previously developed or acquired by RTF and/or developed by or on behalf of RTF during the Term (whether in connection with the Project or otherwise) (collectively, “RTF Materials”), shall remain and shall at all times be the property of RTF.

**8. Confidentiality.** MWA acknowledges and agrees that the RTF Materials (including but not limited to the materials that comprise The Quad™), as well as any other oral or written information disclosed by RTF, that are not generally known outside of RTF or otherwise confer on RTF a competitive advantage, including, without limitation, information relating to RTF’s operations, finances, services, marketing plans or personnel, is confidential information of RTF (collectively “RTF Confidential Information”). MWA agrees to receive and maintain all RTF Confidential Information in the strictest confidence for the purpose for which it is provided and shall not use Confidential Information for its own benefit or disclose it or otherwise make it available in whole or in part to third parties without the prior written consent of RTF. MWA agrees to limit the disclosure of RTF Confidential Information to only those employees and students of MWA who need the RTF Confidential Information in connection with the implementation of the contracted services and to advise all employees of RTF’s rights in the RTF Confidential Information. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any RTF Confidential Information, patents, trademarks, copyrights or other intellectual property rights of RTF except as necessary for the limited purposes of the implementation of the contracted services.





Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all Parties to this Agreement.

**16. Miscellaneous.** In the event of any controversy, claim or dispute between the Parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing Party shall, in addition to any other relief, be entitled to recover its reasonable attorneys’ fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of California applicable to contracts to be performed entirely within such State. Time is of the essence of this Agreement and of each and every provision hereof. The failure of any Party to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**MWA:**

Making Waves Academy, a public California educational entity

By: \_\_\_\_\_

Printed Name:

Title:

**RTF:**

R.T. FISHER EDUCATIONAL ENTERPRISES, INC., a  
California corporation

By:

Name: Robyn Fisher

Title: President & CEO, RTFisher Educational Enterprises, Inc.



## Coversheet

### Frugé Psychological Associates (FPA) Renewal

**Section:** IV. Action Items  
**Item:** N. Frugé Psychological Associates (FPA) Renewal  
**Purpose:** Vote  
**Submitted by:** Evangelia Ward-Jackson  
**Related Material:** Cert of Ins - Making Waves Academy\_FPA.pdf  
Frugé Professional Liability.PDF  
FPA\_Indep\_Contractor\_Agmt 2021-22.doc  
Exhibit A FPA-MWA 2021\_22 1.2.doc  
Exhibit B FPA\_MWA\_NDA\_Notice 2021-22\_.docx

**RECOMMENDATION:**

I recommend that the Board conditionally approved the FPA agreement and budget agreement that is not to exceed: \$664,566.00, pending final review from our insurer. If there are any substantial changes to the contract, it will be brought back before the board in September.



# CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY  
C/O: American Professional Agency, Inc.  
95 Broadway, Amityville, NY 11701  
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

**THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.**

Name and Address of Named Insured:

FRUGE' PSYCHOLOGICAL  
ASSOCIATES, INC.  
1300 CLAY ST. STE 600  
OAKLAND CA 94612

Additional Named Insureds:

SHAWN L. FRUGE, PSY.D.  
ALEXIS GREEN-FRUGE, PSY.D  
S. MCCORMICK-STEWART MA  
MOLLY BETTENCOURT, MA  
CHREE MIMMS, MA

Type of Work Covered: PROFESSIONAL PSYCHOLOGIST

Location of Operations: N/A

(If different than address listed above)

Claim History: None

Retroactive date is 05/21/2002

Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5011-5785	5/21/20	5/21/21	1,000,000 5,000,000

**NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED(S) WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.**

Comments: Defense Reimbursement Proceedings Limit is \$5,000. 1 ADDL.INS.BELOW:  
MAKING WAVES ACADEMY  
4123 LAKE SIDE DR.

RICHMOND CA 94806

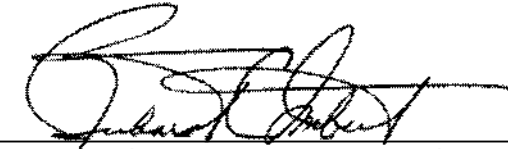
This Certificate Issued to:

Name: FRUGE' PSYCHOLOGICAL  
ASSOCIATES, INC.

Address: 1300 CLAY ST. STE 600

OAKLAND CA 94612

APA 00138 00 (06/2014)

  
Authorized Representative

Frugé Psychological Associates, Inc.  
Independent Contractor Agreement

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement ~~is~~ between **Frugé Psychological Associates, Inc.**, 1300 Clay Street, Suite 600, Oakland, CA 94612 ("Contractor") and **Making Waves Academy Schools, 4123 Lakeside4123 Lakeside Drive**, Richmond, CA, 94806 ("**MWAMWAS**") (collectively, the "**Parties**").

### 1. Contractor's Services

- a. Contractor agrees to perform the services ("Services") as described in Exhibit A attached, incorporated by reference and made a part of this Agreement, as it may be amended in writing occasionally by the Parties, provided that any amendment is signed by Contractor and a duly authorized representative of **MWAMWAS**.
- b. Contractor may, at Contractor's expense, use employees or other subcontractors to perform the Services under this agreement.
- c. Consistent with this requirement, Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit, except to the extent doing so causes Contractor to breach Contractor's obligations under this Agreement or creates a conflict of interest.

### 2. Fees and Billing

- a. **Specific Services - MWAMWAS agrees to pay Contractor an annual retainer fee for Specificthe Specific Services as identified in Exhibit A. Clinical Psychology ServicesThe fees shall be paid in 12 equal monthly installments July 1, 2021019 - June 1, 202240. -Contractor will invoice MWAS on or around the first day of each month for the Clinical Psychology Services. Performance Psychology and Program Evaluation Services shall be billed in two installments, July 1, 2021019 and January 1, 202240. Contractor will invoice MWA on or around the first day of each month for the Specific Services to be provided that month. Invoiced amounts are due within fifteen (15) days of receipt of the invoice.**
- b. **Additional Services – MWAMWAS agrees to pay Contractor for Additional Services as identified in Exhibit A. Contractor will invoice MWAMWAS on or around the first day of each month for the Additional Services provided during the preceding month. Invoiced amounts are due within fifteen (15) days of receipt of the invoice.**

### 3. Expenses

**MWAMWAS** agrees to reimburse Contractor for all expenses reasonably incurred in performing the Services upon production of supporting receipts and documentation.

Frugé Psychological Associates, Inc.  
Independent Contractor Agreement

4. Term of Agreement

- a. This Agreement will become effective as of the date of the last signature. Contractor services will commence on July 1, 202~~10~~<sup>19</sup>~~19~~<sup>17</sup>. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party under the notice provisions set forth below.
- b. Upon termination of this Agreement, Contractor will be entitled to payment for Services completed prior to the termination date and reimbursement for expenses incurred prior to the termination date. Thereafter, the Parties will owe each other no further amounts or obligations.

5. Default

If either party fails to perform this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by notifying the breaching party. Termination will be effective immediately on receipt of the written notification by the breaching party, or five (5) days after mailing of the notice to the address in the notice provisions below, whichever occurs first. For this section, material breach of this Agreement will include, but not be limited to, MWAMWAS's failure to pay for Contractor's Services as agreed within (fifteen) 15 days after receipt of Contractor's written demand for payment under the notice provisions set forth below.

6. Relationship of the Parties

- a. Contractor enters this agreement as, and will continue to be, an independent contractor. In no circumstance will Contractor look to MWAMWAS as its employer, partner, agent, or principal. Neither Contractor nor any employee of Contractor (which for purposes of this Paragraph will be included in the term "Contractor") will be entitled to any benefits accorded to MWAMWAS's employee's, including workers' compensation, disability insurance, retirement plans, or vacation or sick pay. Contractor's exclusion from benefit programs maintained by MWAMWAS is a material component of the terms of compensation negotiated by the Parties, and is not premised on Contractor's status as a non-employee. Contractor also agrees that, consistent with Contractor's independent contractor status, Contractor will not apply for any government-sponsored benefits intended to apply to employees, including, but not limited to, unemployment benefits.
- b. Contractor will provide, at Contractor's expense and in Contractor's name, disability, workers' compensation, or other insurance and licenses and

Frugé Psychological Associates, Inc.  
Independent Contractor Agreement

permits usual or necessary for performing the Services. Contractor will pay, when and as due, all taxes incurred as a result of Contractor's compensation, including estimated taxes and payroll taxes, and will provide [MWAMWAS](#) with proof of payment on demand. Contractor indemnifies

[MWAMWAS](#) for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by [MWAMWAS](#) arising from Contractor's breach of the provisions of this Paragraph.

- c. Contractor and [MWAMWAS](#) will provide to each other upon request any information reasonably necessary to determine their obligations under this Agreement, to fulfill the purposes of the Services, or to maintain accurate records.

#### 7. Place of Work

Contractor understands that the Services must coordinate with [MWAMWAS's](#) established protocols and security requirements. Contractor services will be provided at mutually agreed to locations. MWAMWAS agrees to provide sufficient, appropriate and exclusive facilities for performance of Contractor's services.

#### 8. Contractor's Representations and Indemnities

- a. Contractor represents that it has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of [MWAMWAS](#). Services will be performed in a professional manner. Failure to do so will constitute a material breach of this Agreement. Contractor will be solely responsible for the professional performance of the Services and will receive no assistance, direction, or control from [MWAMWAS](#). Contractor will have sole discretion and control of Contractor's services and how they are to be performed.
- b. Contractor will and does indemnify, defend, and hold harmless [MWAMWAS](#), and its's officers, directors, employees and shareholders, against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that [MWAMWAS](#) may incur or suffer and that result from, or are related to, any breach or failure of Contractor to perform any of the representations, warranties, and agreements in this Agreement.

#### 9. Confidential Information

- a. "Confidential Information" means all confidential and/or proprietary information pertaining in any manner to the business of [MWAMWAS](#) and Contractor, unless:

Frugé Psychological Associates, Inc.  
Independent Contractor Agreement

(i) the information is or becomes publicly known through lawful means;  
(ii) the information was part of each party's general knowledge prior to Contractor's relationship with [MWAMWAS](#); or  
(iii) the information is disclosed to the Parties without restriction by a third party who rightfully possesses the information and did not learn of it from the Parties. This definition includes, but is not limited to, information on the Parties' employees, agents, or divisions. The written, printed, graphic, or electronically recorded materials furnished by either party for use by the other are proprietary information and property of the furnishing party.

- b. The Parties will maintain in confidence and will not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any proprietary information, confidential information, or know-how belonging to the other party, whether or not it is in written or permanent form, except to the extent to perform the Services. [MWAMWAS](#) acknowledges that the information, training, methodology and tools provided by Contractor is confidential and that [MWAMWAS](#) has a duty to protect Contractor's stated confidential information. A sample of the Non-Disclosure Agreement Notice is attached as Exhibit B, is incorporated by reference and made a part of this Agreement. On termination of Contractor's services, or at the request of the Parties before termination, each party will deliver to the other all material in its possession, custody or control relating to Parties' business, including confidential information. The obligations on non-disclosure of confidential information extend to information belonging to customers and suppliers of either party about whom the other party may have gained knowledge as a result of performing the Services.
- c. Nothing in this Paragraph 9 should limit any remedy of the Parties under the California Uniform Trade Secrets Act (California Civil Code Section 3426), or otherwise available under law.

10. Arbitration

All disputes between Contractor, including any employees of Contractor, and [MWAMWAS](#) relating to this Agreement or the Services to be performed under this Agreement (including, but not limited to, claims for breach of contract, tort, discrimination, harassment, and any violation law) ("Arbitrable Claims") will be resolved by arbitration before a neutral arbitrator. The arbitrator will be selected and the arbitration hearing conducted under the Commercial Arbitration Rules of the American Arbitration Association and will take place in Richmond, California, unless otherwise agreed by the Parties. Arbitration will be final and binding upon the Parties and will be the exclusive remedy for all claims covered by this arbitration provision. Either party may sue in court to compel arbitration under this Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgement based on the arbitration award. Otherwise, neither party will initiate or prosecute any lawsuit, or administrative action,



Frugé Psychological Associates, Inc.  
Independent Contractor Agreement

related to any Arbitrable Claim. The California Arbitration Act will govern the interpretation and enforcement of this Section. If any court or arbitrator finds that any term makes this Arbitration Section unenforceable for any reason, the court of arbitrator will have the power to modify such term (or if necessary delete such term) to the minimum extent to make this Arbitration Section enforceable to the fullest extent permitted by law.

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

11. Miscellaneous Provisions

- a. Entire Agreement. The terms are intended by the Parties to be the final expression of their agreement regarding subject of this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement, except as set forth in this Agreement. The Parties further intend this Agreement will constitute the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement.
- b. Amendments. This Agreement will not be varied, altered, modified, changed or amended except by an instrument in writing executed by Contractor and a duly authorized representative of [MWAMWAS](#).
- c. Severability; Enforcement. If any provision , or the application thereof to any person, place, or circumstance, will be held by an arbitrator of a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances will remain in full force and effect, and such provision will be enforced to fullest extent consistent with applicable law.
- d. ~~d.~~ Governing Law. Except as otherwise provided, the validity, interpretation, enforceability, and performance of this Agreement will be e  
governed by and construed under the laws of the State of California.
- e. Interpretation. This Agreement will be construed as a whole, according to its fair meaning, and not for or against any party. Captions are used for reference only and should be ignored in interpreting this Agreement.



Frugé Psychological Associates, Inc.  
Independent Contractor Agreement

12. Acknowledgement

The Parties acknowledge that:

- a. they have each consulted with independent counsel of their choice concerning this Agreement and have done so to the extent they deem necessary, and
- b. they each have read and understand the Agreement, fully know of its legal effect, and have entered it voluntarily and freely based on their own judgement and not on any promises of representations other than those contained in the Agreement.

**MAKING WAVES ACADEMY SCHOOLS**

By \_\_\_\_\_  
Alton B. Nelson, Chief Executive Officer \_\_\_\_\_ Date  
4123 Lakeside 3220 Blume Drive, Suite 250  
Richmond, CA 94806  
510.262-1511  
510.262-1518 fax

**FRUGÉ PSYCHOLOGICAL ASSOCIATES, INC.**

By \_\_\_\_\_  
Dr. Shawn L. Frugé, Chief Executive Officer \_\_\_\_\_ Date  
1300 Clay Street, Suite 600  
Oakland, CA 94612  
888.345.0934 Ext. 704  
510.596.1735 fax

## **EXHIBIT A**

**I. Name of Project:** Making Waves Academy Schools

**II. Performance Period:** July 1, 2021 – June 30, 2022

**III. Specific Retainer Services to be provided by Contractor**

**Clinical Psychology Services for MWA-MS and MWA-US**

- Crisis Intervention
- Crisis Management
- Group Psychotherapy/Counseling
- Assessment
- Individual Psychotherapy
- Consultation
- Case Management
- Psycho-education
- Referral Triage and Coordination

**Performance Psychology Services for MWA-MS and MWA-US**

- PMSC Group Training – Maximum 8
- Professional Coaching
- Observation
- Debriefing
- Consultation-PMSC Implementation Team
- Re-Certifications (as needed)

**Program Evaluation of Clinical Services for MWA-MS and MWA-US**

- Performance Metric Creation
- Database Creation
- Data Analysis
- Summary Report/ Power Point (end-of-year)

**IV. Specific Retainer Service Delivery Hours to be Provided by Contractor:**

- 2,232 hours of Clinical Psychology Services for MWA-MS
- 1,836 hours of Clinical Psychology Services for MWA-US
- 88 hours of Performance Psychology Services for MWA-MS
- 88 hours of Performance Psychology Services for MWA-US
- 40 hours for Program Evaluation for MWA-MS
- 40 hours for Program Evaluation for MWA-US

**V. Additional Services**

- a. Summer School Mental Health, Psychological Evaluations, and additional Clinical Services are not included in the Retainer. They are approved at the discretion of the CEO. These services will be billed separately at an hourly rate of \$130 - \$350 per hour depending on the service type. Services in these categories will not exceed \$55,000.
- b. PMSC Training for New Participants are not included in the Retainer and are approved at the discretion of the CEO. These services will be billed separately at an hourly rate of \$260 – \$322 per hour. Services in this category will not exceed \$52,000.
- c. Professional Development Services such as, Training, Workshops, and Professional Consultation are not included in the Retainer and are approved at the discretion of the Operations Director, and Senior Schools Director. These services will be billed separately at an hourly rate of \$156 - \$260 per hour.

**VI. Retainer Service Fee and Total Cost**

All ongoing services on the delivery schedule will take place across a 12-month period. The Monthly Retainer Fee for Clinical Psychology Services is \$45,105.00. The first installment for Performance Psychology and Program Evaluation Services is \$34,148.00 on July 1, 2021. The second installment for Performance Psychology and Program Evaluation Services is \$34,148.00 on January 1, 2022. The total cost for all services are \$664,556.00.

**THIS “EXHIBIT A” IS INCORPORATED BY REFERENCE IN THE INDEPENDENT CONTRACTOR’S AGREEMENT DATED \_\_\_\_\_, 2021 AND MADE A PART THEREOF.**

Contractor: \_\_\_\_\_

MWA: \_\_\_\_\_

**EXHIBIT B**  
**FRUGÉ PSYCHOLOGICAL ASSOCIATES, INC.**  
**MAKING WAVES ACADEMY**  
**NON-DISCLOSURE AGREEMENT NOTICE**

**Non-Disclosure Agreement Notice**

Please be advised that the information in this presentation is proprietary, confidential and solely owned by Frugé Psychological Associates, Inc. It is subject to strict non-disclosure protocol. By viewing this presentation you acknowledge and agree that you will use this information only for the benefit of Making Waves Academy, its students, faculty and/or staff. Copying or dissemination of this information without the written consent of Frugé Psychological Associates, Inc. is strictly prohibited.

**Footnote language for power points and other materials created by MWA using PMSC™ concepts:**

*Adapted from copy written material presented by Frugé Psychological Associates, Inc.*  
*Non-Disclosure: This information is proprietary and confidential. Use, copy or dissemination outside of Making Waves Academy without the written consent of Frugé Psychological Associates, Inc., is prohibited.*

# Coversheet

## Designation of North Coast Section, CIF Representatives

**Section:** IV. Action Items  
**Item:** O. Designation of North Coast Section, CIF Representatives  
**Purpose:** Vote  
**Submitted by:** Jeff Hazel  
**Related Material:** 2021-2022 Designation of CIF Representatives to League form pdf.pdf

### BACKGROUND:

This document is required yearly by the CIF/NCS designating Making Waves' Academy's allowed representation at CIF and NCS Meetings. Mr. Nelson is the league representative from the Bay Counties League to the NCS Board of Managers meetings. If he is unable to attend, one of the other three designees may attend and vote on his behalf.

**2021-2022 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2021.**

\_\_\_\_\_ School District/Governing Board at its \_\_\_\_\_ meeting,  
 (Name of school district/governing board) (Date)  
 appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL \_\_\_\_\_

NAME OF REPRESENTATIVE _____	POSITION _____
ADDRESS _____	CITY _____ ZIP _____
PHONE _____ FAX _____	E-MAIL _____

\*\*\*\*\*

NAME OF SCHOOL \_\_\_\_\_

NAME OF REPRESENTATIVE _____	POSITION _____
ADDRESS _____	CITY _____ ZIP _____
PHONE _____ FAX _____	E-MAIL _____

\*\*\*\*\*

NAME OF SCHOOL \_\_\_\_\_

NAME OF REPRESENTATIVE _____	POSITION _____
ADDRESS _____	CITY _____ ZIP _____
PHONE _____ FAX _____	E-MAIL _____

\*\*\*\*\*

NAME OF SCHOOL \_\_\_\_\_

NAME OF REPRESENTATIVE _____	POSITION _____
ADDRESS _____	CITY _____ ZIP _____
PHONE _____ FAX _____	E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.  
 SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

# Coversheet

## Curious Cardinals Agreement

**Section:** IV. Action Items  
**Item:** P. Curious Cardinals Agreement  
**Purpose:** Vote  
**Submitted by:** Jon Siapno  
**Related Material:** Making Waves Academy Contract.pdf

### BACKGROUND:

Making Waves Academy is seeking a partnership with Curious Cardinals to offer enrichment courses to middle school and upper school students attending Summer Academy.

### RECOMMENDATION:

We recommend that the Making Waves Academy Board grant a conditional approval, provided that Curious Cardinals can meet the insurance requirements of MWA as an addendum to this agreement or incorporated in the proper section of the contract. Fiscal Impact: not to exceed \$10,000.

## **CURIOUS CARDINALS, INC ENGAGEMENT AND NON-DISCLOSURE AGREEMENT**

This Engagement and Non-Disclosure Agreement (“Agreement”) is made by and among Curious Cardinals, Inc. (“Curious Cardinals”) and Making Waves Academy (“Institution”), each a “Party” and collectively the “Parties”, and is effective as of the day Institution executes this Agreement.

### **RECITALS**

- A. Curious Cardinals, through its network of college student teachers, provides mentorship, online classes and individualized tutoring to elementary through high Institution students.
- B. Institution is a charter school.
- C. Institution has asked Curious Cardinals to provide mentorship, online classes and/or tutoring to certain students of the Institution (the “Engagement”).
- D. Curious Cardinals agreement to enter into the Engagement is conditioned upon Institutions agreement to the terms of this Agreement.

**NOW, THEREFORE**, acknowledging the receipt of adequate consideration and intending to be legally bound, Curious Cardinals and Institution hereby agree as follows:

#### **1. ENGAGEMENT.**

- a. Institution agrees to engage Curious Cardinals as an independent contractor to provide mentorship, online classes and/or individualized tutoring (referred to a “Class”) to certain of the Institution’s students (“Students”) upon the terms and conditions set forth herein. Institution will pay Curious Cardinals for the services rendered in connection with the Engagement as set forth, and in accordance with the terms of, Exhibit A to this Agreement, which is incorporated herein and constitutes a term of this Agreement.
- b. Institution agrees that only a Student for whom Institution has paid Curious Cardinals for their participation will be permitted to participate in, view or attend any Class, and only each such Student will be made privy to any Confidential Information (as that term is defined below) provided by Curious Cardinals to Institution, or to a specific Class, in connection with the Engagement.

#### **2. RELATIONSHIP OF THE PARTIES.**

- a. Institution and Curious Cardinals are separate and independent entities, and shall remain as such throughout the Engagement. Nothing in this Agreement or the



Engagement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the Parties or an employee/employer relationship between the Parties, or any of the Parties' respective employees or independent contractors.

b. Institution acknowledges and agrees that each Student is a student of the Institution, and that nothing in this Agreement or in Student's interaction with Curious Cardinals or any of Curious Cardinals' employees or independent contractors ("CC Staff") is intended or shall be deemed to create an employee/employer relationship between Curious Cardinals and any Student. Institution acknowledges and agrees that each Student is the primary beneficiary of the Student's relationship with Curious Cardinals and CC Staff, and that the Student is simply a student interacting with Curious Cardinals and CC Staff for the Student's educational benefit.

c. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of, or in the name of, the other Party, or to bind the other Party to any contract, agreement, or undertaking with any other third party.

d. The operations of Institution are subject to the sole control of Institution. All persons employed or engaged by Institution are employees or contractors of Institution only and not of Curious Cardinals. Institution shall be fully responsible for its employees and contractors and indemnify Curious Cardinals against any claims made by, or on behalf of, any such employees or contractors.

e. The operations of Curious Cardinals and the Engagement are subject to the sole control of Curious Cardinals. All persons employed or engaged by Curious Cardinals are employees or contractors of Curious Cardinals only and not of Institution. Curious Cardinals shall be fully responsible for them and indemnify Institution against any claims made by or on behalf of any such employee or contractors.

f. Independent Contractor acknowledges that Independent Contractor shall not have a right or entitlement to participate in any of the pension, retirement, insurance, vacation, sick leave, or other benefit programs now or hereafter available to Company's employees.

g. While this Agreement is in force, Institution shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance as may be reasonably necessary, with policy limits sufficient to protect and indemnify Curious Cardinals and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and

successors and assigns, from any losses resulting from Institution or Institution's agents', contractors', servants' or employees' conduct, acts, or omissions.

h. Each Party is responsible for any and all costs or expenses that it may incur in the performance of its obligations under this Agreement or in connection with the Engagement, unless otherwise expressly set forth herein.

i. Each Party has, and shall continue to have, the full right, corporate power, and authority, to enter into this Agreement, to grant the rights and licenses granted under this Agreement, and to perform its obligations under this Agreement.

j. Students will attend all Classes perform all work in connection with the Engagement remotely and using their own or the Institution's computer and other digital equipment.

k. Students shall not be supervised in any manner by Curious Cardinals or any CC Staff, though the Students' work in connection with the Class may be subject to review and/or evaluation by Curious Cardinals or CC Staff.

### **3. CONFIDENTIALITY OF INFORMATION.**

a. Subject to the terms and conditions set forth herein, Curious Cardinals will provide Institution and Students with certain confidential and/or proprietary documents and information necessary for Students to complete a Class. Institution acknowledges that Curious Cardinals is under no legal obligation to allow Institution or Students access to its confidential or proprietary information, but for the Engagement and Institution's agreement to the terms of this Agreement. In consideration for Curious Cardinals' provision of Confidential Information to Institution or Students, beginning upon the execution of this Agreement and for all time thereafter, Institution shall not, directly or indirectly, use, reveal or communicate, to any person or other Institution whatsoever, any Confidential Information (as defined below) relating to Curious Cardinals, or any Confidential Information relating to Curious Cardinals that Students create, develop, receive, or obtain, in connection with a Class, unless required by law or as authorized by Curious Cardinals. This restriction does not apply to any information that is or comes into the public domain otherwise than through Institution's or Students' unauthorized disclosure.

b. For purposes of this Agreement, "Confidential Information" includes written, electronic, or spoken, information and materials furnished or prepared by Students in connection with the Engagement or a Class, or furnished or prepared by Curious Cardinals in connection with the Engagement, a Class or this Agreement. Confidential Information includes, but is not limited to, information regarding Curious Cardinals' trade

secrets, business activities, technology, course content, business knowledge or information, business relationships, products (including prices, costs, sales or content), financial information or measures, business methods, teaching methods, teaching plans, student development plans, future business plans, databases, computer programs or software, source code, Cloud-based libraries, designs, models, formulae, techniques, discoveries, ideas, concepts, operating procedures, technical and business know-how (including negative know-how, and including regarding existing and/or contemplated products, processes, techniques or know-how), reports, transactions, employee or contractor lists, and other matters relating to or concerning the business, finances or affairs of Curious Cardinals.

#### **4. OWNERSHIP OF WORK PRODUCT.**

a. In further consideration of Curious Cardinals' provision of Confidential Information to Institution or Students, Institution acknowledges and agrees that Curious Cardinals shall have exclusive ownership rights to all goods, services, information, intellectual property, works of authorship, work product (including, but not limited to, articles, studies, memoranda, notes, reports, research material and other literature), and all other materials and items, tangible or intangible, created and/or developed by Students or Institution, either solely or jointly with others, as a result of or in connection with this Agreement or the Engagement (collectively, the "Class Works"). All Class Works shall be deemed to be "works made for hire" (as that term is used and construed under the Copyright Act of the United States and/or any similar law of any other jurisdiction) made in the course of the Engagement or Students' participation in the Arrangement, belonging exclusively to Curious Cardinals. If exclusive title and/or ownership rights do not originally vest in Curious Cardinals, or any Class Works are deemed not to be a work made for hire, Institution hereby irrevocably and forever assigns and conveys to Curious Cardinals all of Institution's right, title and interest therein and shall give Curious Cardinals, and any Curious Cardinals designee, all reasonable assistance and execute all documents necessary to enable Curious Cardinals to perfect, preserve, register and record its rights to such Class Works. For the avoidance of doubt, Institution and Students may not use Class Works or any copies thereof for any purpose other than in connection with the Engagement and in accordance with the terms of this Agreement, except as agreed by Curious Cardinals in writing. Any and all Class Works and any copies thereof shall be promptly delivered to Curious Cardinals at any time upon request by Curious Cardinals.

b. If Institution has any rights to the Class Works that cannot be provided as described above, including any moral rights, droit moral, or similar rights, in connection therewith, Institution unconditionally and irrevocably (a) waives the enforcement of such rights, and agrees, at Curious Cardinals' request and expense, to join in any action to

enforce such rights, or (b) where such rights cannot be assigned or waived, grants to Curious Cardinals, during the term of such rights, an irrevocable, perpetual, worldwide, sub-licensable, exclusive, fully-paid up and royalty-free license to reproduce, create derivative works, distribute, transmit, publicly perform, publicly display, and otherwise exploit such rights by all means, without accounting, notification, compensation, credit or other obligation to Student or any third party.

c. The foregoing provisions notwithstanding, Institution shall retain all intellectual property rights, including the right to copyright, in and to any materials, data or products not first produced or prepared by Curious Cardinals, or by Institution or Students in connection with the Engagement.

d. As between Institution and Curious Cardinals, Curious Cardinals is, and shall remain, the sole and exclusive owner of all right, title and interest, including all Intellectual Property Rights, in and to (i) Curious Cardinals' Confidential Information, and (ii) any tangible or intangible subject matter, including any documents, data, information, methods or materials, provided or made available to Institution or Students by or on behalf of Curious Cardinals ("CC Materials"). Nothing in this Agreement grants to Institution or any third party, by implication, waiver, estoppel or otherwise, any right, title, or interest, including any Intellectual Property Rights, in or to any of the Class Works, Curious Cardinals' Confidential Information, or CC Materials. Institution shall not at any time reproduce, use, exploit, or perform any other act on, with, or relating to, the Class Works, Curious Cardinals' Confidential Information or CC Materials, except solely to the extent necessary to perform Institution's obligations hereunder in strict accordance with the terms and conditions of this Agreement.

e. "Intellectual Property Rights" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, and other designations of source, sponsorship, affiliation or origin, together with all related goodwill, (c) copyrights, copyrightable works and other works of authorship (including computer programs) data, data collections and databases, (d) trade secrets, know-how and other confidential or proprietary information, (e) moral rights, and (f) any and all other intellectual property rights, in each case whether registered or unregistered and including all related rights of priority under international conventions, all pending and future applications and registrations and continuations, divisions, continuations-in-part, reissues, extensions, substitutions, re-examinations and renewals thereof, and all similar or equivalent rights or forms of protection in any part of the world.

## **5. PRESERVATION OF DATA & RETURN OF PROPERTY.**

a. Institution will take all reasonable steps to preserve materials and data (including Confidential Information) provided by Curious Cardinals or created by Institution or Students in connection with the Engagement or this Agreement for the benefit of Curious Cardinals, including, without limitation, maintaining password protections, ensuring that all data is backed up, complying with Curious Cardinals' policies and procedures with respect to electronic data and systems, and ensuring that Curious Cardinals' authorized representatives have reasonable access to all material prepared or used in connection with this Agreement.

b. Upon the conclusion of the Engagement or immediately upon Curious Cardinals' written request, Institution shall surrender to Curious Cardinals (or destroy, as may be requested by Curious Cardinals) all Confidential Information, Class Works, and/or CC Materials, whether recorded on paper, in emails, computer memory, disc or otherwise, including copies, duplicates, facsimiles, models, prototypes and notes relating thereto.

## **6. ENFORCEMENT OF RESTRICTIONS.**

a. Institution acknowledges and agrees that the Confidential Information and Institution's covenants contained within Sections 3 through 5 are valuable and that breach of Institution's obligations under Sections 3 through 5 will cause Curious Cardinals irreparable injury and damage that cannot be reasonably or adequately compensated by money damages. Institution expressly agrees that Curious Cardinals, without posting a bond, shall be entitled to injunctive or other equitable relief in order to prevent a breach of Institution's obligations under Sections 3 through 5, in addition to any other remedies legally available to Curious Cardinals. Institution expressly waives the claim that Curious Cardinals has an adequate remedy at law for breach of Institution's obligations under this Agreement.

b. Institution recognizes and acknowledges that Institution's agreement to be bound by and to strictly comply with Institution's obligations under Sections 3 through 5 is a material inducement to Curious Cardinals' willingness to enter into this Agreement and the Engagement, and that Curious Cardinals would not have entered into this Agreement or the Engagement absent such agreement by Institution. Institution expressly agrees that the failure to comply with the terms of Sections 3 through 5 shall amount to a material breach of this Agreement.

## **7. WARRANTIES AND INDEMNIFICATION.**

a. It is understood and agreed that neither Party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other.

b. Each Party represents and warrants to the other that it shall abide by all applicable federal, state and local laws, and regulations in regard to the Engagement, and that it is an equal opportunity employer that shall not discriminate against or harass any Institution student or employee, or any CC Staff as applicable, on the basis of their race, sex, age, religion, national origin, disability, sexual orientation, or other category protected by federal, state or local law.

c. As used in this Agreement “CC Indemnified Parties” shall mean Curious Cardinals and its subsidiaries and affiliates, and the partners, directors, officers, legal representatives, insurers, employees and agents; “Institution Indemnified Parties” shall mean Institution and its directors, officers, trustees, administrators, legal representatives, insurers, employees and agents.

d. Institution agrees to indemnify, defend, and hold harmless CC Indemnified Parties from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including without limitation, interest, penalties, reasonable attorneys’ fees and expert witness fees) and judgments arising out of the errors, omissions, negligence, gross negligence, recklessness, or intentional misconduct of Institution or any of Institution’s employees, students or agents. Additionally, Institution shall defend or settle, at its sole expense, any and all suits, proceedings and claims for (i) breach by Institution of any of its obligations contained in this Agreement; or (ii) any claim, action or proceeding commenced against Curious Cardinals alleging that any Student was treated unlawfully by any of Institution’s employees or agents, and shall indemnify and hold CC Indemnified Parties harmless from and against all claims, damages, loss and expense on account of such claim (including attorneys’ fees). Curious Cardinals shall promptly provide Institution with written notice of any claim that Curious Cardinals believes falls within the scope of this paragraph, but failure to give such notice shall not impair the obligations of Institution set forth in this paragraph.

e. Curious Cardinals agrees to indemnify, defend, and hold harmless Institution Indemnified Parties from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs (including without limitation, interest, penalties, reasonable attorneys’ fees and expert witness fees) and judgments arising out of the errors, omissions, negligence, gross negligence, recklessness, or intentional misconduct of Curious Cardinals or any CC Staff. Additionally, Curious Cardinals shall defend or settle, at its sole expense, any and all suits, proceedings and claims for (i) breach by Curious Cardinals of any of its obligations contained in this Agreement; or (ii) any claim, action or proceeding commenced against Institution alleging that a Student was treated unlawfully by Curious Cardinals, or by any CC Staff, and shall indemnify and save Institution Indemnified Parties harmless from and against all claims, damages, loss and expense on account of such claim (including attorneys’ fees). Institution shall



promptly provide Curious Cardinals with written notice of any claim which Institution believes falls within the scope of this paragraph, but failure to give such notice shall not impair the obligations of Curious Cardinals set forth in this paragraph.

f. EXCEPT FOR A BREACH OF SECTIONS 3 THROUGH 5 AND THE INDEMNIFICATION OBLIGATIONS IN SECTIONS 7.d. and 7.e. HEREIN, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR SPECIFIC PERFORMANCE.

#### **8. USE OF NAME AND LOGO.**

Neither Party shall use, directly or by implication, the names of the other Party, or the other Party's affiliates, contractors, staff members, faculty members, students, or employees, in connection with any products, publicity, promotion, financing, advertising, or other public disclosure, without the prior written permission of the other Party. In this regard, Institution may not disclose the existence of this Agreement or the Engagement, or any Class Works created by Institution or Students in connection with this Arrangement, or otherwise utilize Curious Cardinals' name, logo or other identifying characteristic for any commercial or other non-academic purpose. This prohibition includes the use or disclosure of Curious Cardinals' name, logo, or other identifying characteristic, in connection with provision of sample Class Works to any third party. This prohibition does not prohibit Institution from advertising the Engagement to Students or otherwise within Institution for the purposes of securing or increasing enrollment in any Class.

#### **9. ENTIRE AGREEMENT.**

This Agreement embodies the entire understanding between Curious Cardinals and Institution with respect to the subject matter hereof and supersedes all prior written or verbal agreements or understandings relating to such subject matter. The Parties warrant that they have not relied upon any statements not set forth in this Agreement in deciding to enter into this Agreement. This Agreement may only be amended by a writing signed by all Parties.

#### **10. WAIVER; AMENDMENT.**

No delay on the part of a Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, and no waiver of any such right, power or

privilege or any single or partial exercise thereof will preclude any other exercise of such right, power or privilege.

#### **11. TERMINATION OF AGREEMENT.**

Either Institution or Curious Cardinals may terminate this Agreement immediately upon written notice to the other party, for any reason. In the event of termination of this Agreement, Institution will be responsible for paying Curious Cardinals for the full amount of any Class that Institution elected to have any Student participate in as of the date of termination of this Agreement, as set forth on Exhibit A.

#### **12. GOVERNING LAW; DISPUTE RESOLUTION.**

This Agreement and all issues pertaining to the Arrangement shall be governed by and construed in accordance with the laws of the State of Delaware. All disputes, claims, questions, or differences, arising from or relating to, this Agreement, or an alleged breach thereof, to the Engagement, or Institution's or any Student's interaction with Curious Cardinals, will be decided by Arbitration, to proceed before one Arbitrator of the American Arbitration Association in Wilmington, Delaware, under its Commercial Arbitration Rules and Mediation Procedures, whose decision shall be final and binding and subject to confirmation and entry of judgment in any court of competent jurisdiction. Either Party may apply to the American Arbitration Association to institute the arbitration proceedings. Nothing in this paragraph shall preclude Curious Cardinals from seeking injunctive relief in a Delaware court of competent jurisdiction in the event of a breach or threatened breach of this Agreement as provided for in Section 5 of this Agreement.

#### **13. COUNTERPARTS.**

This Agreement and any amendment hereto may be executed in counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing, with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first above written.



**CURIOUS CARDINALS, Inc.**

**Making Waves Academy**

By: \_\_\_\_\_  
\_\_\_\_\_

By:

Name: Alec Katz

Name:

Title: COO

Title:

**EXHIBIT A – FINANCIAL TERMS OF ENGAGEMENT**

In connection with the Engagement, Institution agrees to pay Curious Cardinals as follows:

Price per Student:	\$ 300
Number of Students:	30 total
Total Cost of Engagement:	\$ 9,000
For each additional student:	\$100 (per student)

Additional Terms of Engagement:

Institution agrees to pay Curious Cardinals for the total cost of the Engagement as set forth on Exhibit A within three (3) business days before the first scheduled class session, or, if the Class has already started prior to Institution’s execution of this Agreement, within three (3) business days after the date of Institution’s execution of this Agreement.

In the event Institution terminates the Agreement prior to the conclusion of the last Class session, Institution shall nonetheless remain responsible for the entirety of the cost of the Engagement. In the event Curious Cardinals terminates the Agreement prior to the conclusion of the last Class session, Curious Cardinals will refund to the Institution a prorated portion of the cost of the Engagement based on the number of Class Sessions already completed.

# Coversheet

## CCCOE Teacher Induction Program Memorandum of Understanding

**Section:** IV. Action Items  
**Item:** Q. CCCOE Teacher Induction Program Memorandum of Understanding  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 21-22 CCCOE TIP MOU SF.pdf



**Contra Costa County Office of Education  
Teacher Induction Program**

**MEMORANDUM OF UNDERSTANDING (MOU)  
for the CCCOE Teacher Induction Program**

**July 1, 2021 – June 30, 2022**

This Memorandum of Understanding (MOU) establishes a partnership between the Contra Costa County Office of Education (CCCOE) Teacher Induction Program and District/Partner School, as noted on the signatory page, to carry out the guidelines of SB 2042 and the California Induction Standards. The purpose of this MOU is to establish a formal working relationship between the CCCOE and the District/Partner School to set forth the operative conditions that will govern this partnership.

The goal of this partnership is to increase student achievement through the implementation of a quality teacher induction program, while nurturing the growth and development of participating General Education and Education Specialist teachers. Upon successful completion of the program, teachers earn a formal recommendation for a California Clear Credential.

The partnership will assess itself bi-annually, based on the agreed-upon outcomes. It is expected that measurable progress will be demonstrated in order to continue the partnership. Assuming that the partnership demonstrates measurable progress, and receives continued funding, the partnership will be maintained.

**ANTICIPATED OUTCOMES OF THIS AGREEMENT:**

- The CCCOE will partner with District/Partner School in implementing an induction program to support eligible teachers who hold a valid CA preliminary credential as outlined in this MOU.
- District/Partner School will, when possible, create a cadre of experienced new teacher support mentors. These support mentors will possess a high level of training and leadership ability and will contribute to District/Partner School as instructional leaders.
- District/Partner School will fully implement the program design incorporating all the necessary support and resources to ensure that participating teachers have every opportunity to successfully complete the induction program to receive their Professional Clear Credential.

**THE CCCOE TEACHER INDUCTION PROGRAM AGREES TO:**

1. Provide and supervise the Commission-approved induction program which grants a recommendation of a California Clear Credential upon successful completion of all CCCOE Teacher Induction Program activities and requirements.
2. Comply and submit reports or other information on matters related to accreditation or program information related to program requirements and activities to the California Commission on Teacher Credentialing.
3. Consult with District/Partner School (including administration, teacher representatives and other stakeholders) in reviewing the school's needs and resources in relation to new teacher induction.
4. Consult with District/Partner School in developing and/or revising program design and interfacing with the CTC to support participating teachers to receive a Professional Clear Credential.
5. Assist District/Partner School in the recruitment and selection of new teacher mentors according to the California Induction Program Preconditions and Induction Standards and hiring guidelines. Verify qualifications of all mentors and provide final approval for all participating teacher and mentor partnerships according to CTC guidelines.
6. Work with District/Partner School to ensure that efforts are coordinated with and complementary to other school improvement initiatives.
7. Provide training, on-going professional development, and support to mentors and induction participating teachers.
8. Consult with District/Partner School in the design of teacher recruitment and professional development programs related to teacher induction.
9. Make available and advise participating teachers of an Early Completion Option (ECO) for "experienced and exceptional" participating teachers who meet the program's established criteria.
10. Participate in an Induction Program Director network in support of teacher induction programs.
11. Solicit feedback from stakeholders to guide the development and continuous improvement of program processes and systems.
12. Fulfill state requirements for an Induction Program.
13. Verify that the participating teacher has successfully completed all program requirements and submit verifying information/recommendation to the CTC on behalf of the participating teacher in order to apply for a Professional CA Clear Credential

**DISTRICT/PARTNER SCHOOL AGREES TO:**

1. Designate a coordinator (who holds an administrative position) to serve as the primary contact. The coordinator will represent the District/Partner School on the Leadership Team and support implementation of all program requirements.
2. Designate an induction liaison (lead mentor). The liaison (lead mentor) may represent the District/Partner School on the Leadership Team and monitor implementation, submission and completion of all program requirements. One person may hold both roles as long as they are not evaluating anyone participating in Induction.
3. Support each qualified CCCOE Teacher Induction new teacher with a trained mentor, assigned within the first 30 days of the teacher's enrollment in the program (See Exhibit C: Participating Teacher/Mentor Ratio Guidelines).
4. Support each qualified CCCOE Teacher Induction California trained Level I Education Specialist with a mentor who holds the same credential as the participating teacher.
5. There is a non-refundable registration fee of \$175 for each Participating Teacher added to the Teacher Induction projections list.
6. Submit a final list of participating teachers and mentors to CCCOE prior to **October 1st** of the current school year.
7. Pay a service fee to CCCOE for Teacher Induction services: Provide \$2,250 per participating teacher (if District/Partner School is providing the mentor) OR provide \$5,250 per participating teacher (if CCCOE is providing the mentor) for each year of the teacher's participation. (See Exhibit A for Program Service Fees)
8. Pay half of the amount by **December 15, 2021**. Pay the balance of the amount by **March 31, 2022**. A late fee of 1% per month will be applied to accounts 30 days past due. Service fees are paid by the District/Partner School, **not** participating teacher(s). Credential recommendations will be made after full payment is received.
9. Ensure sufficient resources are allocated to support participating teachers and mentors with meeting program requirements including:
  - Participating teachers are employed as a teacher of record for a minimum of one course in the area(s) they are authorized to teach
  - At least one hour per week of individualized support/mentoring coordinated and/or planned by the mentor
  - Mentoring activities deliberately designed to provide teachers multiple opportunities to demonstrate growth in the *California Standards for the Teaching Profession*
  - An Individualized Learning Plan, including an Inquiry Action Plan, designed and implemented solely for the teacher's professional growth and not for evaluation and/or employment purposes (See Exhibit B for Confidentiality Policy)
  - Release time for mentor to attend all required professional development and to conduct required observations of the participating teacher
  - Individualized Learning Plan goals collaboratively developed by the teacher and mentor, in consultation with the site administrator, within the first 60 days of enrollment

- Ongoing formative assessment of participating teacher development
  - The use of multiple data sources, such as formative assessment and professional development tools
  - Provide basic foundational technology support for mentors and participating teachers (i.e. Google suite, Zoom etc.)
10. Ensure full cooperation and participation in program activities to include as appropriate:
- Trainings for mentors
  - Mentor attendance at mentor seminars during the year
  - Individual coaching of mentors and other program-related personnel
  - Trainings and meetings for site administrators
  - Professional development for participating teachers
  - On-line communication and coordination
  - Organize and coordinate program Mid-Year Reflection and End of Year Colloquium
11. Ensure that all participating teachers and all leaders in the following roles sign the appropriate program commitment form: coordinator/liaison, site administrator, and mentor.
12. Conduct and participate in program accreditation interviews, evaluations and research activities, to include a program Mid-Year Reflection and End of the Year Survey.
13. Provide professional resources required for program implementation beyond those provided by the induction program.
14. Take organizational action to ensure that the program of new teacher support is sustained.
- **Indemnification:** The District/Partner School shall defend, indemnify, save, and hold harmless the County Superintendent and his/her officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from or connected with the operations or services of the District/Partner School will reimburse the County Superintendent for any expenditures, including reasonable attorneys' fees, the County Superintendent may make by the reason of the matters that are the subject of this indemnification, and if requested by the County Superintendent, will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the District/Partner School.
- **Termination:**
- In the event that either party does not fulfill the terms of this agreement in a timely manner, the other party may terminate this agreement with a 30-day written notice to the breaching party.
  - In the event that either party determines this agreement is no longer to be bound by the terms, termination may be made with a 30-day prior notice to the date of termination.

**Exhibit A**

Program Service	Fee
Teacher Induction Participating Teacher	<p style="text-align: center;">\$2,250</p> <p>The <b>non-refundable</b> registration fee of \$175 for each Participating Teacher added to the Teacher Induction projections list is included in this fee.</p> <p>The service fee is prorated for withdrawals prior to <b>November 1st</b> as follows:</p> <ol style="list-style-type: none"> <li>1. September: \$425 (registration included)</li> <li>2. October: \$675 (registration included)</li> </ol> <p><b>Full service fee after November 1st.</b></p>
CCCOE Provided Mentor	<p style="text-align: center;">\$3,000</p> <p>The service fee is prorated for early withdrawals at a cost of \$334 per month.</p>
CCCOE Provided Coordinator/Liaison for schools with more than <b>eight</b> participating teachers and mentors	<p style="text-align: center;">\$3,500</p>
CCCOE Facilitated Professional Development available for Districts/Partner School upon request	<p style="text-align: center;">TBD</p> <p style="text-align: center;">(Mentoring, Analysis of Student Work, Observations, etc)</p>

**Exhibit B**

**CCCOE TIP Confidentiality Policy**

<b>Confidentiality Policy</b>
<p>One of the basic principles underlying the CCCOE Teacher Induction Program is confidentiality. Participating teachers (PTs) must clearly understand that their mentors are not evaluators; rather the mentor is a colleague whose goal is to assist the PT in applying “promising practices” when creating their Individualized Learning Plan (ILP) and working toward receiving a Professional Clear Teaching Credential while teaching in their current district. Communication between the mentor and PT is strictly confidential.</p> <p>It should be noted; however, that mentors and teachers collaborate on the Individualized Learning Plan’s goals in consultation with the site administrator in order to align ILP goals with district/school site goals. A “triad of communication” between the PT, mentor and site administrator helps to ensure optimum support.</p> <p>The ILP and other documents are the property of the PT for the purpose of completing credential requirements, not for evaluation. However, the PT may choose to share accumulated documents with their site administrator.</p> <p>Participation, however, such as attendance at professional development seminars and meetings and completion of Teacher Induction requirements are not confidential. They are documented within the CCCOE Teacher Induction Program database and can be made available for PTs, mentors, site administrators, district coordinators, and district liaisons.</p>

**Exhibit C**

**Participating Mentor/Teacher Ratio Guidelines**

The recommended ratio of participating teachers to mentors stated below is based on knowledge about learning to teach and knowledge of the level of support necessary to successfully assist participating teachers in maximizing successful teaching and meeting the induction standards.

Mentoring Role	Recommended Number of Participating Teachers
Full-time classroom teacher	<p style="text-align: center;">1 - 2</p> <p style="text-align: center;">Recommended Stipend: \$1,500 - 2,000 per teacher</p>
Partial release classroom teacher	<ul style="list-style-type: none"> <li>● 20% release supports 3 teachers</li> <li>● 40% release supports 6 teachers</li> <li>● 60% release supports 9 teachers</li> <li>● 80% release supports 12 teachers</li> </ul>
Full release mentors (assuming no other duties aside from induction mentoring)	<p style="text-align: center;">13-16</p> <p>Consider: required one hour of individualized support, scheduling, release/prep time, observation/planning time, mentor experience, travel (multiple school locations)</p>



## District/Partner School Information

1. Carefully review the attached MOU.
  2. If in agreement, please complete all information requested and sign using one of the options below:
    - a. *Option 1:* Print PDF, fill and sign pages 7 and 8, then scan
    - b. *Option 2:* [Use Adobe Acrobat](#) to fill and sign pages 7 and 8.
- Note:** Please do not use DocuSign.

### Name of District/ Partner School

**Name of District/Partner School:**

**Mailing Address including  
City, State, Zip Code**

### Designated District/ Partner School TIP Coordinator

**Name of District/Partner School TIP  
Coordinator:**

**District/Partner School Position/Title:**

**Phone Number:** *(include area code)*

**Email Address:**

### Designated District/ Partner School TIP Liaison

**Name of District/Partner School TIP Liaison**

**District/Partner School Position/Title:**

**Phone Number:** *(include area code)*

**Email Address:**

**MOU Signatures of Agreement**

Electronic signatures below are considered authorized by CCCOE TIP and the District/Partner School named above and relied upon to constitute a fully executed MOU.

**District/Partner School Authorized Signatory**

<b>Name of District/Partner School Authorized Signatory</b> (person signing below):		
<b>District/Partner School Position/Title:</b>		
<b>Phone Number:</b> <i>(include area code)</i>		
<b>Email Address:</b>		
<b>Signature:</b>		<b>Date:</b>

Email all pages (pgs.1-8) of the signed MOU to Mary Louise Vander Meulen, TIP administrative assistant, at [mvandermeulen@cccoe.k12.ca.us](mailto:mvandermeulen@cccoe.k12.ca.us) by May 31, 2021.

**To Be Completed by CCCOE Only**

<b>MOU Authorization Has Been Approved By The Following:</b>		
<b>Bill Clark,</b> <i>Deputy Superintendent, CCCOE</i>		<b>Date</b>
<b>Charise DeCoito</b> <b>Nyere da Silva</b> <i>Program Coordinator, CCCOE TIP</i>		<b>Date</b>

# Coversheet

## Pachecho's Cleaning Contract

**Section:** IV. Action Items  
**Item:** R. Pachecho's Cleaning Contract  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Pacheco.MWA Cleaning Service 21-22 updated.pdf

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into on July 1, 2021 by and between Pacheco's Cleaning Service ("Contractor") and **Making Waves Academy** (hereinafter "MWA") (collectively, the "Parties").

### 1. Contractor's Services

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

### 2. Compensation

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

### 3. Expenses

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

### 4. Term of Agreement

- a. This Agreement governs cleaning services for the 2021-22 school year. This Agreement will become effective on July 1, 2021.
- b. Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party in accordance with the notice provisions set forth below.

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

5. Default

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

6. Relationship of the Parties

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

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

7. Place of Work

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

8. Insurance

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

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

9. Contractor Obligations

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

10. Contractor's Representations and Indemnities

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

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

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

11. Limited Liability

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

12. Proprietary Information

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

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



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

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

### 13. Dispute Resolution

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

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

### 14. Miscellaneous Provisions

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

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

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

15. Acknowledgement

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

16. Notices

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

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

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

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

If to Contractor:

Pacheco's Cleaning  
2025 Dover Ave.  
San Pablo, CA 94806  
[danilo.pilar@sbcglobal.net]  
[(510)439-7023]

If to MWA:

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

## **MAKING WAVES ACADEMY**

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

## **CONTRACTOR**

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

## Exhibit A: Scope of Work 2021- 2022

### I. Project for which the Services are being performed:

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

### II. Services to be performed by frequency

#### Services to be performed by Vendor five times per week

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

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

### **Covered Outdoor Eating Areas**

- Pick up trash on ground and tables

### **Services to be performed by Vendor once per month**

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

### **Services to be performed by Vendor two times a year**

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

### **Services to be performed by Vendor twice a year**

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

### **Janitorial Supplies**

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

### **Equipment Supplies and Maintenance**

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

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

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

## **III. Cleaning Fees**

- a. Rate per month: \$45,550
  - b. Rate per hour for MWA approved, non-contracted work and powerwashing: \$26.00
- b. Additional duties as requested, not included in Exhibit A, will be performed only after both the Contractor and MWA agree with the timing of the duties.

EXHIBIT A  
Continued

MAKING WAVES ACADEMY SERVICES/ACTIVITIES TO BE  
PERFORMED AND FREQUENCY

OFFICE

SERVERY

STUDENT COMMONS

CLASSROOM (MAKER SPACE AND OPEN LEARNING SPACE)

RESTROOM

LAB

HALLWAYS

ELEVATOR

CONFERENCE

GYM

LIBRARY

STAFF LOUNGE

BLACKBOX AND THEATER

DEEP CLEANING- SUMMER & WINTER

Exhibit A

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

INITIALS:

MWA \_\_\_\_\_

Contractor \_\_\_\_\_

Exhibit A

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

NOTE: Dispensers are refilled as needed

INITIALS:

MWA \_\_\_\_\_

Contractor \_\_\_\_\_



Exhibit A

CLASSROOM (MAKER SPACE & OPEN LEARNING SPACE) Frequency

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

INITIALS:

MWA \_\_\_\_\_

Contractor \_\_\_\_\_

Exhibit A

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

INITIALS:

MWA \_\_\_\_\_

Contractor \_\_\_\_\_

Exhibit A

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

INITIALS:

MWA \_\_\_\_\_

Contractor \_\_\_\_\_

Exhibit A

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

INITIALS:

MWA\_\_\_\_\_

Contractor\_\_\_\_\_

Exhibit A

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

INITIALS:

MWA \_\_\_\_\_

Contractor \_\_\_\_\_

Exhibit A

CONFERENCE

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

INITIALS:

MWA \_\_\_\_\_

Contractor \_\_\_\_\_

Exhibit A

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

INITIALS:

MWA \_\_\_\_\_

Contractor \_\_\_\_\_

Exhibit A

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

INITIALS:

MWA \_\_\_\_\_

Contractor \_\_\_\_\_



Exhibit A

**STAFF LOUNGE**

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

INITIALS:

MWA\_\_\_\_\_

Contractor\_\_\_\_\_

Exhibit A

Blackbox and Theater

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

INITIALS:

MWA \_\_\_\_\_

Contractor \_\_\_\_\_

Exhibit A

DEEP CLEANING

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

INITIALS:

MWA\_\_\_\_\_

Contractor\_\_\_\_\_

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

**THIS EXHIBIT A IS AGREED TO EFFECTIVE JULY 1, 2021**

**MAKING WAVES ACADEMY**

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

**CONTRACTOR**

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

## Exhibit B

### Modified Services

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

-Come in twice per week

Monday and Wednesday

Clean US building 1, UP building 4, MS building 1 and Gym

hours: 4pm-8pm

Disinfecting

Restrooms

Front office

Server

Floors

Take out trash

- Pick up outside trash

Pick up trash from walkways

Pick up trash from plants and bushes

Empty out all trash throughout the campus

- On call services

We are available Monday through Friday

Our proposal is for a monthly rate of \$12,300

**Exhibit C**

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

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

**PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.**

**CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:**

- A. The Independent Contractor hereby certifies to NAME that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with NAME students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. The Independent Contractor shall also request and receive subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.
  
- B. The Independent Contractor hereby certifies to NAME that it has required and verified that all employees who may have frequent or prolonged contact with students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. The Independent Contractor requires all new employees to provide the Independent Contractor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. The Independent Contractor maintains current TB clearances for all such employees.
  
- C. The Independent Contractor hereby certifies to NAME that it has required and verified that all of the Independent Contractor’s employees whose assignment at NAME requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(l).

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

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

**WAIVER JUSTIFICATION:**

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

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

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

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

**Check all methods to be used:**

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

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

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

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

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

\_\_\_\_\_  
Authorized Vendor Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Coversheet

## Michael's Transportation

**Section:** IV. Action Items  
**Item:** S. Michael's Transportation  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Making.Waves.2021.2022.pdf



## AGREEMENT FOR THE TRANSPORTATION OF STUDENTS

THIS AGREEMENT is made and entered into this 27<sup>th</sup> day of May 2021 (the "Effective Date"), by and between, MAKING WAVES ACADEMY, Inc., a California, Non-Profit Corporation whose principal office is located at 4123 Lakeside Dr., Richmond, CA 94806 ("Customer") and MICHAEL'S TRANSPORTATION SERVICE, INC. (MTS), a California corporation whose principal office is located at 140 Yolano Drive, Vallejo, California 94589 ("Contractor").

### RECITALS

WHEREAS, Customer requires the services of Contractor to transport children, Monday through Friday, from Home to School and School to Home during the school year;

WHEREAS, Contractor desires to provide said services in a safe, consistent, and timely manner;

WHEREAS, the coronavirus disease (COVID-19) pandemic has required the closure of schools across the State of California pursuant to orders of the Governor and county Public Health Officers ("Public School Closure");

WHEREAS, a Public School Closure prevented Contractor from providing services after approximately March 13, 2020 through June 10, 2020;

WHEREAS, it is unknown whether the same or a new Public School Closure will occur during the 2021-2022 school year;

WHEREAS, Customer may be subject to limits in the operation of its school during the 2021/2022 school year in response to COVID-19, which may involve limitations on the number of children that may attend classes, the times during the day when children may attend classes, or both ("School Limitations");

WHEREAS, Contractor may be subject to increased demands in the operation of its buses during the 2021/2022 school year in response to COVID-19, which may require changes to the number of children allowed to occupy buses, the number of routes that must be provided to transport children to school, or both ("Special Services");

WHEREAS, the Centers for Disease Control ("CDC") recommend that employees who are sick self-quarantine and not report to work for a period of time after symptoms have dissipated; and

WHEREAS, the parties hereto wish to provide the terms and conditions under which Contractor will provide the services to Customer, which terms and conditions include the adoption of a Health and Safety Protocol and provision of Special Services in response to potential School Limitations imposed by COVID-19.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein

contained, Customer and Contractor intending to be legally bound, covenant and agree as follows:

### AGREEMENT

1. Services. Contractor shall furnish, operate, and maintain for the benefit of Customer four (4) passenger bus of sufficient size to transport passengers (as suggested by the CDC guidelines due to COVID-19) due to Monday through Friday as set forth below in Section 2. Contractor shall pick up and return the passengers at pre-arranged stops and transport to / from 4123 Lakeside Dr., Richmond, CA 94806.
2. Term. This agreement (“Agreement”) shall be effective on the date first written above, and the services shall commence on or about August 16, 2021 and terminate at the conclusion of services on or about June 8, 2022. The agreement may be renewed thereafter by mutual written agreement. Sections 9, 10 and 13 shall survive the termination of this Agreement for three years.
3. Fees. Customer agrees to pay Contractor \$695.00 per bus per day for the morning and afternoon routes. Customer agrees to pay Contractor \$895.00 per day for the morning, afternoon and evening route – provided that safe overnight parking is permitted on site.

*If safe overnight parking on-site is not permitted the daily home to school rates are \$795.00 per bus per day for the morning and afternoon routes; and \$995.00 per day for the morning, afternoon and evening route.*

*Plus \$50 COVID Cleaning Fee per bus, per month.*

Fuel Surcharge. A one percent (1%) surcharge, not to exceed 2%, will be added for every 10 cents that the diesel fuel price rises above \$4.330/gallon, per the average California Diesel Fuel Price as published by the Department of Energy at [http://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_w.htm](http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm). (*Note:* The current average CA diesel fuel price reported at the DOE site is \$4.047/gal. So, if the fuel price exceeded \$4.300/gal., there would be a (1%) additional charge per bus per day; if it exceeded \$4.400/gal., there would be an additional 1% increase (for a maximum 2% increase on daily rate.

In light of an unprecedented occurrence, and unless there is a state executive order put into effect which clearly identifies service providers such as Contractor is entitled to continue to receive payments and clearly mandates continued payments to such contractors. Performance of the parties shall be suspended during any Public School Closure, but Contractor agrees and will use its best efforts to maintain qualified drivers at the levels required to resume services per the Agreement after any Public School Closure ends. Contractor agrees that Customer is hereby fully and forever released from any further payments for any period of Public School Closure that occurred prior to the Effective Date of this Agreement.

4. Cancellation Policy. If Customer cancels a daily run more than twenty-four (24) hours in advance, there will be no fee. If Customer cancels less than twenty-four (24) hours in advance, there may be a fee of up to fifty percent (50%) of the total charge. If Customer cancels a daily run on the spot, the Customer is subject to a fee of up to one hundred percent (100%) of the total charge.
5. Driver Unavailability. In the event that a driver of one of Customer's routes reports an illness or presents with illness symptoms which warrant self-quarantine, Contractor shall use best efforts to assign another driver to the route to ensure continuous service. Contractor agrees to call the Business Manager for Customer in the event that a substitute driver is not available to provide service despite Contractor's best efforts. Customer will not be charged in the event that bus service is not provided due to driver unavailability.
6. Permits and Licenses. Contractor, its employees, agents and assigns shall secure and maintain valid permits and licenses as required by state and federal law to operate commercial vehicles used in the transportation of children. Contractor shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance with applicable laws and the rules and regulations of Customer. Contractor agrees that each driver shall:
  - (i) Possess a valid license or permit issued by California authorizing such person to operate a school bus.
  - (ii) Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter
  - (iii) Possess a satisfactory driving record and criminal history record (DOJ/FBI), after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
  - (iv) Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.
7. Safety Program. Contractor shall provide regular and continuous formal safety instructions for all operating personnel assigned to perform services under this Agreement.
8. Insurance. During the entire term of the Agreement, Contractor shall maintain commercial automobile and general commercial liability insurance in the amount set

forth below and shall furnish certificates of insurance for each policy for liability coverage and Worker's Compensation coverage before the effective date of this Agreement. The policies shall provide, or be endorsed to provide, a thirty (30) day prior written notice of cancellation to Customer, except where cancellation is due to the non-payment of premiums, in which event ten (10) days prior written notice shall be provided to Customer. Contractor shall notify Customer promptly and shall provide appropriate certificates to Customer following the placement of new or renewed coverage.

Contractor shall maintain Commercial General Liability insurance, which shall be written on an occurrence basis with a limit of not less than five million dollars (\$5,000,000) per occurrence and not less than five million dollars (\$5,000,000) in the aggregate against claims for bodily injury, personal and advertising injury, and property damage, and shall include broad form contractual liability coverage. Coverage shall include Sexual Abuse and Molestation . The Sexual Abuse and Molestation coverage may be included under the Commercial General Liability policy or obtained under a separate policy of insurance with limits of not less than \$1,000,000 per occurrence. The Commercial General Liability and Sexual Abuse/Molestation policy(ies) shall be endorsed to name Customer, its Board of Directors, officers, agents and employees as additional insureds with respect to the operations of services and performance of Contractor under this Agreement. Contractor shall maintain Commercial Automobile Insurance with limits of not less than \$5,000,000 per accident for all owned, non-owned and hired automobiles. This policy shall be endorsed to name Customer, its Board of Directors, officers, agents and employees as additional insureds with respect to all services to be performed by Contractor under this Agreement.

Contractor shall maintain Workers Compensation Insurance as required by state law, and Contractor shall be solely responsible for any claims of its employees which may arise from the services provided under this Agreement. Contractor shall also maintain Employer's Liability coverage with limits of not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed to contain a waiver of subrogation in favor of Customer, its Board of Directors, officers, agents and employees

With respect to Contractor's services and performance under this Agreement, Contractor's insurance shall be primary and any insurance or self-insurance maintained by Customer, its Board of Directors, officers, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

A combination of primary and excess/umbrella policies may be used by Contractor to satisfy its obligations under this Agreement, provided that all such policies shall be endorsed to name Customer, its Board of Directors, officers, agents and employees as additional insureds for all ongoing and completed operations.

9. Independent Contractor. Michael's Transportation is an independent contractor of Customer. Neither party, nor any of its employees, consultants, contractors or agents are employees, consultants, contractors, agents or joint ventures of the other. Neither party has any authority whatsoever to bind the other party by contract or otherwise. Contractor shall not use, and shall not permit any employee or subcontractor to use, any title or reference to Customer which states or suggests that such person is a partner, officer or employee of Customer.
10. Assignments or Subcontracting. Contractor shall not assign, transfer, or subcontract any of its rights, burdens, duties or obligations under this Agreement without the prior written consent of Customer which shall not be unreasonably withheld.
11. Indemnification of Customer. Contractor shall hold harmless and indemnify Customer, its Board of Directors, officers, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, any act or omission of Contractor and its employees, subcontractors and/or agents in the performance of any Services under this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Contractor or of any employee, agent or subcontractor in relation to this Agreement.
12. Indemnification of Contractor. Customer shall hold harmless and indemnify Contractor, its Board of Directors, officers, contractors, agents and employees from any and all claims, injuries, damages, obligations, liabilities, causes of action, judgment and costs, including reasonable attorneys' fees, arising out of or in connection with, either directly or indirectly, any act or omission of Customer and its employees, subcontractors and/or agents in relation to this Agreement. This indemnification includes, but is not limited to, any act or omission, neglect default, intentional conduct, reckless conduct, fraudulent conduct or criminal conduct of Customer or of any employee, agent or subcontractor in relation to this Agreement.
13. Attorneys' Fees. The parties hereto agree and acknowledge that in the event that any party hereto shall institute any action or proceeding to enforce any rights granted under this Agreement, the prevailing party in such action or proceeding shall be entitled, in addition to any other relief granted by the Court or other applicable body, to such reasonable attorneys' fees and costs as may be awarded.



14. Force Majeure. The obligations of the parties to each perform its obligations as set forth hereunder, shall be suspended to the extent necessary when such performance is unavoidably delayed or prevented because of COVID-19, acts of God, extreme traffic or weather-related delays, government orders or actions, terrorist acts or any other cause beyond the control of the party from which the performance is due.
14. Notices. Any notice which any party desires or is obligated to give another, as provided herein, shall be given in writing and shall be deemed given and effective (i) when delivered personally or by facsimile, or (ii) when received if sent by overnight express or mailed by certified, registered or regular mail, postage prepaid, addressed to a party at its address first stated above, or to such other address as such party may designate by written notice in accordance with the provisions of this Section. E-mail notice may be considered written notice if receipt of such notice is confirmed by reply e-mail. Each party shall provide prompt written notice of an address change or specific mailing instructions not in conformance with the addresses above.
15. Venue. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction and venue of the California state courts in and for Solano County.
16. Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.
17. Severability. If any provision of this Agreement is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.
18. Waiver. Any agreement on the part of a party to any extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by one party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.
19. Termination and Dispute.
  - (i.) Either party may terminate this Agreement for material breach, after giving the other party thirty (30) day's written Notice to Cure.
  - (ii.) Customer reserves the absolute right without cause to cancel this Agreement at the end of any contract year upon the failure, effective at the end of any contract year, of the state legislature to provide adequate funding to allow Customer to provide transportation services to students within School. In the event Customer shall elect to terminate this Agreement due to state

legislative funding deficiencies, Customer shall give written notice to Contractor on or before May 1 prior to the end of any contract year for services to be rendered in the following contract year.

- (iii.) Either party may terminate this Agreement for convenience upon (30) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Michael's Transportation Service, Inc.,  
A California Corporation

Making Waves Academy  
A California, Non-Profit Corporation

By:  \_\_\_\_\_

By: \_\_\_\_\_

Print Name: April J. Brown

Print Name: \_\_\_\_\_

Title: Chief Operating Officer

Title: \_\_\_\_\_

Date: 5/27/2021

Date: \_\_\_\_\_

# Coversheet

## Academic Calendar and Instructional Minutes for 2021-22

**Section:** IV. Action Items  
**Item:** T. Academic Calendar and Instructional Minutes for 2021-22  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** 2021-2022 Calendar\_Arechiga-final.pdf  
21-22 MWA Master Calendar DRAFT\_21.05.26-ma final.pdf  
Instructional Minutes 21-22.pdf



# MWA 2021/22 Calendar

July 2021						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14*	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16*	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					












February 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17*	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

	Holidays = 14				
	Recess = 17				
	Teacher PD (no school for students) = 12	First Quarter	42		
	Parent Meetings / Saturday Academies	Second Quarter	38	Total Instructional Days	180
	Marlin Day + 1st Day for 5th, new 6th & 9th Grade	Third Quarter	48	Total PD Days	12
	First & Last Day of School	Fourth Quarter	52	Saturday Work Days	+ 9
	First & Last Day for Teachers / PD Day			Total Teacher Workdays	201
	State Assessments				
	# Academy-Wide Early Dismissal (1:00pm) = 6				
	Summer School				
	#* End Quarter / Semester				

## Federal holidays 2021/22

Jul 4, 2021	Independence Day	Nov 11, 2021	Veterans Day	Dec 31, 2021	New Year's Day (obs.)	Jan 1, 2022	New Year's Day
Jul 5, 2021	Independence Day (obs.)	Nov 25, 2021	Thanksgiving Day			Jan 17, 2022	Martin L. King Day
Sep 6, 2021	Labor Day	Dec 24, 2021	Christmas Day (obs.)			Feb 21, 2022	Presidents' Day
Oct 11, 2021	Indigenous Peoples' Day	Dec 25, 2021	Christmas Day			May 30, 2022	Memorial Day

July 2021

Mon	Tue	Wed	Thu	Fri	Sat	Sun
28 <input checked="" type="checkbox"/> Summer Academy	29 <input checked="" type="checkbox"/> Summer Academy	30 <input checked="" type="checkbox"/> Summer Academy	1 <input checked="" type="checkbox"/> Summer Academy	2	3	4
5 <input checked="" type="checkbox"/> Summer Academy	6 <input checked="" type="checkbox"/> Summer Academy	7 <input checked="" type="checkbox"/> Summer Academy	8 <input checked="" type="checkbox"/> Summer Academy	9	10	11
12 <input checked="" type="checkbox"/> Summer Academy	13 <input checked="" type="checkbox"/> Summer Academy	14 <input checked="" type="checkbox"/> Summer Academy	15 <input checked="" type="checkbox"/> Summer Academy	16	17	18
19	20	21	22	23	24	25
26	27	28 <input checked="" type="checkbox"/> New Employee HR Orientation	29	30	31	1

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## August 2021

Mon	Tue	Wed	Thu	Fri	Sat	Sun
2	3	4	5	6	7	8
	<input checked="" type="checkbox"/> August PD	<input checked="" type="checkbox"/> August PD	<input checked="" type="checkbox"/> August PD	<input checked="" type="checkbox"/> August PD		
9	10	11	12	13	14	15
<input checked="" type="checkbox"/> August PD <input checked="" type="checkbox"/> US Fall Sports Begin	<input checked="" type="checkbox"/> August PD	<input checked="" type="checkbox"/> Annual CPR Training <input checked="" type="checkbox"/> August PD	<input checked="" type="checkbox"/> August PD <input checked="" type="checkbox"/> US ASB Leadership Days	<input checked="" type="checkbox"/> August PD <input checked="" type="checkbox"/> First Day for 5th and 9th Grade <input checked="" type="checkbox"/> US ASB Leadership Days		
16	17	18	19	20	21	22
<input checked="" type="checkbox"/> First Day of School <input checked="" type="checkbox"/> First Day of School Assembly <input checked="" type="checkbox"/> Q1/Semester 1 Start Date	<input checked="" type="checkbox"/> Material Distribution/Marlin Day	<input checked="" type="checkbox"/> Material Distribution/Marlin Day	<input checked="" type="checkbox"/> Material Distribution/Marlin Day			
23	24	25	26	27	28	29
30	31	1	2	3	4	5
<input checked="" type="checkbox"/> Disagnostic Testing 1 (STAR/MAP) <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> Disagnostic Testing 1 (STAR/MAP) <input checked="" type="checkbox"/> ELAC <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> Disagnostic Testing 1 (STAR/MAP) <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> Disagnostic Testing 1 (STAR/MAP) <input checked="" type="checkbox"/> SSC <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> Disagnostic Testing 1 (STAR/MAP) <input checked="" type="checkbox"/> US New Club Review Period		

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## September 2021

Mon	Tue	Wed	Thu	Fri	Sat	Sun
30	31	1	2	3	4	5
<input checked="" type="checkbox"/> Disagnostic Testing 1 (STAR/MAP) <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> Disagnostic Testing 1 (STAR/MAP) <input checked="" type="checkbox"/> ELAC <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> Disagnostic Testing 1 (STAR/MAP) <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> Disagnostic Testing 1 (STAR/MAP) <input checked="" type="checkbox"/> SSC <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> Disagnostic Testing 1 (STAR/MAP) <input checked="" type="checkbox"/> US New Club Review Period		
6	7	8	9	10	11	12
<input checked="" type="checkbox"/> Labor Day		<input checked="" type="checkbox"/> US Activities & Athletics Fair <input checked="" type="checkbox"/> CAP: Orientation	<input checked="" type="checkbox"/> MWA Board Meeting	<input checked="" type="checkbox"/> US ASM	<input checked="" type="checkbox"/> September Parent Meeting	
13	14	15	16	17	18	19
	<input checked="" type="checkbox"/> Fire Drill			<input checked="" type="checkbox"/> ASB Special Elections <input checked="" type="checkbox"/> US Pep Rally		
20	21	22	23	24	25	26
		<input checked="" type="checkbox"/> CAP: Financial Aid 101		<input checked="" type="checkbox"/> Hispanic Heritage Month Assembly		
27	28	29	30	1	2	3
<input checked="" type="checkbox"/> College Tour Study Trips	<input checked="" type="checkbox"/> College Tour Study Trips	<input checked="" type="checkbox"/> College Tour Study Trips <input checked="" type="checkbox"/> MS Class Group Pictures/Picture Make-up Day	<input checked="" type="checkbox"/> College Tour Study Trips <input checked="" type="checkbox"/> Lockdown Drill	<input checked="" type="checkbox"/> College Tour Study Trips <input checked="" type="checkbox"/> Lottery Application Opens (pending Enroll WCC confirmation)	<input checked="" type="checkbox"/> October Parent Meeting	

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## October 2021

Mon	Tue	Wed	Thu	Fri	Sat	Sun
27	28	29	30	1	2	3
<input checked="" type="checkbox"/> College Tour Study Trips	<input checked="" type="checkbox"/> College Tour Study Trips	<input checked="" type="checkbox"/> College Tour Study Trips <input checked="" type="checkbox"/> MS Class Group Pictures/Picture Make-up Day	<input checked="" type="checkbox"/> College Tour Study Trips <input checked="" type="checkbox"/> Lockdown Drill	<input checked="" type="checkbox"/> College Tour Study Trips <input checked="" type="checkbox"/> Lottery Application Opens (pending Enroll WCC confirmation)	<input checked="" type="checkbox"/> October Parent Meeting	
4	5	6	7	8	9	10
	<input checked="" type="checkbox"/> ELAC		<input checked="" type="checkbox"/> SSC			
11	12	13	14	15	16	17
<input checked="" type="checkbox"/> Indigenous Peoples' Day	<input checked="" type="checkbox"/> Interim Testing 1 (ANET/IAB)	<input checked="" type="checkbox"/> Earthquake Drill <input checked="" type="checkbox"/> Interim Testing 1 (ANET/IAB) <input checked="" type="checkbox"/> CAP: FAFSA Fill-in	<input checked="" type="checkbox"/> Interim Testing 1 (ANET/IAB) <input checked="" type="checkbox"/> Q1 End Date <input checked="" type="checkbox"/> MWA Board Meeting	<input checked="" type="checkbox"/> All Day Staff PD <input checked="" type="checkbox"/> Senior Portraits		
18	19	20	21	22	23	24
<input checked="" type="checkbox"/> Q2 Start Date	<input checked="" type="checkbox"/> Grades Due			<input checked="" type="checkbox"/> Senior Portraits		
25	26	27	28	29	30	31
<input checked="" type="checkbox"/> Spirit Week	<input checked="" type="checkbox"/> Spirit Week	<input checked="" type="checkbox"/> 1pm Dismissal <input checked="" type="checkbox"/> Advisor Family Conferences (AFCs) <input checked="" type="checkbox"/> Evacuation Drill <input checked="" type="checkbox"/> Spirit Week	<input checked="" type="checkbox"/> 1pm Dismissal <input checked="" type="checkbox"/> Advisor Family Conferences (AFCs) <input checked="" type="checkbox"/> Spirit Week	<input checked="" type="checkbox"/> 1pm Dismissal <input checked="" type="checkbox"/> Advisor Family Conferences (AFCs) <input checked="" type="checkbox"/> Mailing <input checked="" type="checkbox"/> Spirit Week <input checked="" type="checkbox"/> US Fall Dance <input checked="" type="checkbox"/> US Pep Rally		

1

2

3

4

5

6

7

**US Winter Sports Begin**

**12th Grade Study trip to Sacramento**

**November Parent Meeting**

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DRAFT

## November 2021

Mon	Tue	Wed	Thu	Fri	Sat	Sun
1 <input checked="" type="checkbox"/> US Winter Sports Begin	2	3	4	5 <input checked="" type="checkbox"/> 12th Grade Study trip to Sacramento	6 <input checked="" type="checkbox"/> November Parent Meeting	7
8	9	10	11 <input checked="" type="checkbox"/> Veteran's Day	12	13	14
15	16 <input checked="" type="checkbox"/> Shelter in Place Drill	17 <input checked="" type="checkbox"/> CAP: After the FAFSA	18	19	20	21
22 <input checked="" type="checkbox"/> Fall Break	23 <input checked="" type="checkbox"/> Fall Break	24 <input checked="" type="checkbox"/> Fall Break	25 <input checked="" type="checkbox"/> Fall Break	26 <input checked="" type="checkbox"/> Fall Break	27	28
29 <input checked="" type="checkbox"/> US New Club Review Period	30 <input checked="" type="checkbox"/> ELAC <input checked="" type="checkbox"/> US New Club Review Period	1 <input checked="" type="checkbox"/> US New Club Review Period	2 <input checked="" type="checkbox"/> SSC <input checked="" type="checkbox"/> US New Club Review Period	3 <input checked="" type="checkbox"/> US New Club Review Period	4	5

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## December 2021

Mon	Tue	Wed	Thu	Fri	Sat	Sun
29 <input checked="" type="checkbox"/> US New Club Review Period	30 <input checked="" type="checkbox"/> ELAC <input checked="" type="checkbox"/> US New Club Review Period	1 <input checked="" type="checkbox"/> US New Club Review Period	2 <input checked="" type="checkbox"/> SSC <input checked="" type="checkbox"/> US New Club Review Period	3 <input checked="" type="checkbox"/> US New Club Review Period	4	5
6 <input checked="" type="checkbox"/> Computer Science Week	7 <input checked="" type="checkbox"/> Computer Science Week	8 <input checked="" type="checkbox"/> Computer Science Week	9 <input checked="" type="checkbox"/> Computer Science Week <input checked="" type="checkbox"/> MWA Board Meeting	10 <input checked="" type="checkbox"/> Computer Science Week <input checked="" type="checkbox"/> Day of Lights <input checked="" type="checkbox"/> Day of Lights Assembly	11 <input checked="" type="checkbox"/> December Parent Meeting	12
13 <input checked="" type="checkbox"/> Interim Testing 2 (ANET/IAB)	14 <input checked="" type="checkbox"/> Interim Testing 2 (ANET/IAB)	15 <input checked="" type="checkbox"/> Interim Testing 2 (ANET/IAB)	16 <input checked="" type="checkbox"/> Interim Testing 2 (ANET/IAB) <input checked="" type="checkbox"/> Q2/Semester 1 End Date	17 <input checked="" type="checkbox"/> All Day PD	18	19
20 <input checked="" type="checkbox"/> Winter Break	21 <input checked="" type="checkbox"/> Winter Break	22 <input checked="" type="checkbox"/> Winter Break	23 <input checked="" type="checkbox"/> Winter Break	24 <input checked="" type="checkbox"/> Winter Break	25	26
27 <input checked="" type="checkbox"/> Winter Break	28 <input checked="" type="checkbox"/> Winter Break	29 <input checked="" type="checkbox"/> Winter Break	30 <input checked="" type="checkbox"/> Winter Break	31 <input checked="" type="checkbox"/> Winter Break	1	2

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## January 2022

Mon	Tue	Wed	Thu	Fri	Sat	Sun
27	28	29	30	31	1	2
<input checked="" type="checkbox"/> Winter Break	<input checked="" type="checkbox"/> Winter Break	<input checked="" type="checkbox"/> Winter Break	<input checked="" type="checkbox"/> Winter Break	<input checked="" type="checkbox"/> Winter Break		
3	4	5	6	7	8	9
<input checked="" type="checkbox"/> Q3/Semester 2 Start Date <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> Grades Due <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> January Parent Meeting	
10	11	12	13	14	15	16
<input checked="" type="checkbox"/> Disagnostic Testing 2 (STAR/MAP) <input checked="" type="checkbox"/> Technology & Learning/Modern Learning Survey	<input checked="" type="checkbox"/> Disagnostic Testing 2 (STAR/MAP) <input checked="" type="checkbox"/> Technology & Learning/Modern Learning Survey	<input checked="" type="checkbox"/> Disagnostic Testing 2 (STAR/MAP) <input checked="" type="checkbox"/> Fire Drill <input checked="" type="checkbox"/> Technology & Learning/Modern Learning Survey	<input checked="" type="checkbox"/> Disagnostic Testing 2 (STAR/MAP) <input checked="" type="checkbox"/> Technology & Learning/Modern Learning Survey	<input checked="" type="checkbox"/> Disagnostic Testing 2 (STAR/MAP) <input checked="" type="checkbox"/> Mailing <input checked="" type="checkbox"/> Technology & Learning/Modern Learning Survey <input checked="" type="checkbox"/> US ASM		
17	18	19	20	21	22	23
<input checked="" type="checkbox"/> Martin L. King Day <input checked="" type="checkbox"/> Technology & Learning/Modern Learning Survey	<input checked="" type="checkbox"/> ELAC <input checked="" type="checkbox"/> Technology & Learning/Modern Learning Survey	<input checked="" type="checkbox"/> Technology & Learning/Modern Learning Survey	<input checked="" type="checkbox"/> SSC <input checked="" type="checkbox"/> Technology & Learning/Modern Learning Survey	<input checked="" type="checkbox"/> Technology & Learning/Modern Learning Survey		
24	25	26	27	28	29	30
			<input checked="" type="checkbox"/> MWA Board Meeting			
31	1	2	3	4	5	6
	<input checked="" type="checkbox"/> NHS Selection Process - Begins <input checked="" type="checkbox"/> PFT	<input checked="" type="checkbox"/> PFT	<input checked="" type="checkbox"/> PFT	<input checked="" type="checkbox"/> PFT		

February 2022

Mon	Tue	Wed	Thu	Fri	Sat	Sun
31	1	2	3	4	5	6
	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> NHS Selection Process - Begins</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> PFT</li> </ul>		
7	8	9	10	11	12	13
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> <li><input checked="" type="checkbox"/> US Spring Sports Begin</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1pm Dismissal</li> <li><input checked="" type="checkbox"/> Advisor Family Conferences (AFCs)</li> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1pm Dismissal</li> <li><input checked="" type="checkbox"/> Advisor Family Conferences (AFCs)</li> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1pm Dismissal</li> <li><input checked="" type="checkbox"/> Advisor Family Conferences (AFCs)</li> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> Lottery Application Closes (pending Enroll WCC confirmation)</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> February Parent Meeting</li> </ul>	
14	15	16	17	18	19	20
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> BAASAI Family Engagement Dinner</li> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Black History Month Assembly</li> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>		
21	22	23	24	25	26	27
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> February Break</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> February Break</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> February Break</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> February Break</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> February Break</li> </ul>		
28	1	2	3	4	5	6
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> College Tour Study Trip</li> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 100 Days until Graduation</li> <li><input checked="" type="checkbox"/> College Tour Study Trip</li> <li><input checked="" type="checkbox"/> ELAC</li> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> CAP: Making the College Decision</li> <li><input checked="" type="checkbox"/> College Tour Study Trip</li> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> College Tour Study Trip</li> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> Lottery (pending Enroll WCC confirmation)</li> <li><input checked="" type="checkbox"/> PFT</li> <li><input checked="" type="checkbox"/> SSC</li> </ul>	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> College Tour Study Trip</li> <li><input checked="" type="checkbox"/> ELPAC</li> <li><input checked="" type="checkbox"/> PFT</li> </ul>		

March 2022

Mon	Tue	Wed	Thu	Fri	Sat	Sun
28	1	2	3	4	5	6
<input checked="" type="checkbox"/> College Tour Study Trip <input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> PFT	<input checked="" type="checkbox"/> 100 Days until Graduation <input checked="" type="checkbox"/> College Tour Study Trip <input checked="" type="checkbox"/> ELAC <input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> PFT	<input checked="" type="checkbox"/> CAP: Making the College Decision <input checked="" type="checkbox"/> College Tour Study Trip <input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> PFT	<input checked="" type="checkbox"/> College Tour Study Trip <input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Lottery (pending Enroll WCC confirmation) <input checked="" type="checkbox"/> PFT <input checked="" type="checkbox"/> SSC	<input checked="" type="checkbox"/> College Tour Study Trip <input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> PFT		
7	8	9	10	11	12	13
<input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Spirit Week	<input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Spirit Week	<input checked="" type="checkbox"/> CAP: Virtual Open House for Opt-in <input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Spirit Week	<input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Spirit Week <input checked="" type="checkbox"/> MWA Board Meeting	<input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Spirit Week <input checked="" type="checkbox"/> US Pep Rally <input checked="" type="checkbox"/> US Spring Dance	<input checked="" type="checkbox"/> March Parent Meeting	
14	15	16	17	18	19	20
<input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Interim Testing 3 (ANET/IAB)	<input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Interim Testing 3 (ANET/IAB)	<input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Interim Testing 3 (ANET/IAB)	<input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Interim Testing 3 (ANET/IAB) <input checked="" type="checkbox"/> Q3 End Date	<input checked="" type="checkbox"/> All Day PD		
21	22	23	24	25	26	27
<input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Q4 Start Date	<input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Grades Due	<input checked="" type="checkbox"/> ELPAC	<input checked="" type="checkbox"/> ELPAC	<input checked="" type="checkbox"/> ELPAC		
28	29	30	31	1	2	3
<input checked="" type="checkbox"/> ELPAC	<input checked="" type="checkbox"/> ELPAC	<input checked="" type="checkbox"/> ELPAC	<input checked="" type="checkbox"/> ELPAC	<input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Mailing <input checked="" type="checkbox"/> NHS Selection Process - closes		

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April 2022

Mon	Tue	Wed	Thu	Fri	Sat	Sun
28 <input checked="" type="checkbox"/> ELPAC	29 <input checked="" type="checkbox"/> ELPAC	30 <input checked="" type="checkbox"/> ELPAC	31 <input checked="" type="checkbox"/> ELPAC	1 <input checked="" type="checkbox"/> ELPAC <input checked="" type="checkbox"/> Mailing <input checked="" type="checkbox"/> NHS Selection Process - closes	2	3
4 <input checked="" type="checkbox"/> Cesar Chavez Day (Observed) <input checked="" type="checkbox"/> Spring Break	5 <input checked="" type="checkbox"/> Spring Break	6 <input checked="" type="checkbox"/> Spring Break	7 <input checked="" type="checkbox"/> Spring Break	8 <input checked="" type="checkbox"/> Spring Break	9	10
11 <input checked="" type="checkbox"/> Case Study and College Fair	12 <input checked="" type="checkbox"/> Case Study and College Fair	13 <input checked="" type="checkbox"/> Case Study and College Fair	14 <input checked="" type="checkbox"/> Case Study and College Fair	15 <input checked="" type="checkbox"/> Case Study and College Fair <input checked="" type="checkbox"/> US ASM	16 <input checked="" type="checkbox"/> April Parent Meeting	17
18	19	20	21 <input checked="" type="checkbox"/> US NHS Induction	22 <input checked="" type="checkbox"/> CAP: Matriculation Next Steps	23	24
25 <input checked="" type="checkbox"/> SBAC and CAST Testing	26 <input checked="" type="checkbox"/> ELAC <input checked="" type="checkbox"/> SBAC and CAST Testing	27 <input checked="" type="checkbox"/> SBAC and CAST Testing	28 <input checked="" type="checkbox"/> SBAC and CAST Testing <input checked="" type="checkbox"/> SSC	29 <input checked="" type="checkbox"/> SBAC and CAST Testing	30	1

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Parents

May 2022

Mon	Tue	Wed	Thu	Fri	Sat	Sun
2	3	4	5	6	7	8
<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing	<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing	<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing	<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing <input checked="" type="checkbox"/> MWA Board Meeting	<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing	<input checked="" type="checkbox"/> May Parent Meeting	
9	10	11	12	13	14	15
<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing <input checked="" type="checkbox"/> US New Club Review Period	<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing <input checked="" type="checkbox"/> US New Club Review Period		
16	17	18	19	20	21	22
<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing	<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing	<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing	<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing	<input checked="" type="checkbox"/> AP Exam Window <input checked="" type="checkbox"/> SBAC and CAST Testing <input checked="" type="checkbox"/> US Pep Rally		
23	24	25	26	27	28	29
<input checked="" type="checkbox"/> SBAC and CAST Testing	<input checked="" type="checkbox"/> SBAC and CAST Testing	<input checked="" type="checkbox"/> SBAC and CAST Testing	<input checked="" type="checkbox"/> 5th Grade Welcome <input checked="" type="checkbox"/> SBAC and CAST Testing	<input checked="" type="checkbox"/> SBAC and CAST Testing <input checked="" type="checkbox"/> Senior Sendoff Assembly		
30	31	1	2	3	4	5
<input checked="" type="checkbox"/> Memorial Day	<input checked="" type="checkbox"/> Disagnotic Testing 3 (STAR/MAP)	<input checked="" type="checkbox"/> Disagnotic Testing 3 (STAR/MAP)	<input checked="" type="checkbox"/> Disagnotic Testing 3 (STAR/MAP)	<input checked="" type="checkbox"/> Disagnotic Testing 3 (STAR/MAP) <input checked="" type="checkbox"/> Grad Nite	<input checked="" type="checkbox"/> Grad Nite	<input checked="" type="checkbox"/> Grad Nite

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June 2022

Mon	Tue	Wed	Thu	Fri	Sat	Sun
30 <input checked="" type="checkbox"/> Memorial Day	31 <input checked="" type="checkbox"/> Disagnostic Testing 3 (STAR/MAP)	1 <input checked="" type="checkbox"/> Disagnostic Testing 3 (STAR/MAP)	2 <input checked="" type="checkbox"/> Disagnostic Testing 3 (STAR/MAP)	3 <input checked="" type="checkbox"/> Disagnostic Testing 3 (STAR/MAP) <input checked="" type="checkbox"/> Grad Nite	4 <input checked="" type="checkbox"/> Grad Nite	5 <input checked="" type="checkbox"/> Grad Nite
6 <input checked="" type="checkbox"/> Senior Breakfast	7 <input checked="" type="checkbox"/> Q4/Semester 2 End Date <input checked="" type="checkbox"/> Senior BBQ	8 <input checked="" type="checkbox"/> 8th Grade Promotion <input checked="" type="checkbox"/> Awards Assembly <input checked="" type="checkbox"/> Graduation Rehearsal <input checked="" type="checkbox"/> Last Day of School	9 <input checked="" type="checkbox"/> Senior Graduation	10	11	12
13	14	15	16 <input checked="" type="checkbox"/> MWA Board Meeting	17 <input checked="" type="checkbox"/> Mailing	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3

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Parents

## Making Waves Academy

### Instructional Minutes - Summary

Year: 2021-2022

Description	Required	MWA	Excess (Under)
Number of School Days	175	180	5
Annual instructional minutes grades 5-8	54,000	65,420	11,420
Annual instructional minutes grades 9-12	64,800	65,420	620

## Coversheet

### MWA Employee Handbook Addendum (Telework and Student Loan Repayment Policies)

<b>Section:</b>	IV. Action Items
<b>Item:</b>	U. MWA Employee Handbook Addendum (Telework and Student Loan Repayment Policies)
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	Fe Campbell
<b>Related Material:</b>	MWA Telework Program Policy.docx Tuition Remission and Student Loan Repayment Policy.docx

#### BACKGROUND:

##### ***Telework Program Policy***

This policy supports limited teleworking for eligible employees to work at home or in an approved remote location for part of a regular workweek. Eligible employees include those that do **not** provide direct service to students, faculty, and/or families and are subject to change at any time. MWA acknowledges that a limited telework benefit can increase productivity, job satisfaction, and improved work/life balance. Your approval of this policy will allow for the School to recruit and retain talent in our community that may benefit from limited teleworking.

##### **Tuition Remission and Student Loan Repayment Program Policy**

The Coronavirus Aid, Relief and Economic Security (CARES) Act, signed into law in March 2020, temporarily allowed employers to provide up to \$5,250 in tax-exempt student loan repayment contributions or tuition assistance from March 27, 2020 through December 31, 2020. The Consolidated Appropriations Act (CAA) extended these provisions through December 31, 2025. ***As a result of this bill, MWA was able to explore a pathway to expand our current benefits for employees exploring advanced degrees beyond tuition remission.*** Your approval of the Policy will support MWA's commitment to incorporating employee feedback and offering a competitive benefits package.

#### RECOMMENDATION:

We recommend that you approve these policies.





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## **TELEWORK PROGRAM POLICY**

### **Purpose**

Making Waves Academy (“MWA or the School”) recognizes approved teleworking as an arrangement for eligible positions, including temporary arrangements due to the continued operational realities of the COVID-19 pandemic. The Telework Program Policy (“Policy”) details conditions and requirements which apply to all telework assignments.

### **Definition**

Teleworking allows employees to work at home or in an approved remote location for part of their regular workweek. Teleworking is not an entitlement, nor is it a school-wide benefit. This temporary arrangement in no way alters or changes the terms and conditions of employment with the School, and the promulgation of this Policy creates no employee rights in relation to teleworking. Furthermore, the School has the right to refuse to make telework available to an employee and to terminate a telework assignment without cause at any time in its sole and unreviewable discretion.

### **Scope**

This Policy applies to all School employees who enter a telework arrangement at MWA provided advance written approval from the School. Employees shall make arrangements with their Supervisor and co-workers to address on-site job demands that arise, including returning to the work site to perform certain job duties as needed or as directed by their Supervisor. Employees shall be responsible for following all School policies and procedures when teleworking. Employees shall also be solely responsible for the performance of their telework duties; assistance from third parties is strictly prohibited.

### **Term of Participation**

Employee participation shall become effective per the date approved by the Supervisor and Human Resource (HR), and shall remain in full force and effect, as long as an employee teleworks, unless the agreement is terminated by the School. Teleworking is not an entitlement, nor is it a school-wide benefit. Furthermore, the School has the right to refuse to make telework available to an employee and to terminate a telework assignment without cause at any time in its sole and unreviewable discretion.

### **Eligibility Considerations**

HR is responsible for consideration and eligibility for all telework assignments. All eligible employees must demonstrate work habits and performance well-suited for successful teleworking. In the sole discretion of the School, HR and Supervisor, the following eligibility factors will be considered:

- **Good Standing:** All employees must be in “good standing” as defined in the Handbook. An employee in good standing is regarded as having complied with all of their explicit obligations, while not being subject to any form of sanction, suspension or disciplinary



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censure. Performance evaluation scores of Proficient or better are required for the most recent fiscal year, and the employee is not currently on a Performance Improvement Plan;

- Eligible employee groups include positions that do not provide direct-service to faculty, students, and/or families. The list below is subject to change at any time and is not exhaustive and meant to provide an overall guide. This means that ineligible direct-service includes all employees whose primary position responsibilities require in-person support for the daily school operations and engagement with faculty, students, and families.
  - Eligible Employee Groups:
    - Executive (e.g. CEO, MD of IT)
    - Director (e.g. Director of Finance, Director of HR)
    - Administrator (e.g. Data & Online Systems Administrator, Payroll/Accounts Payable Administrator)
  - Ineligible employee groups include:
    - Faculty
    - Operations
    - Intervention Services
    - Information Technology (School-based)
    - Enrichment
    - Student Support Services
- The employee has a position where effective communication can be accommodated electronically;
- The employee's telework assignment will not be detrimental to the productivity or work quality of other Employees or the effective operation of the School;
- The employee must be able to perform work from home or an approved remote location without distractions or unnecessary risk to the security of School data, records, networks, or confidentiality generally;
- The employee should use the School's assigned laptop and or cell phones to conduct School business;
- The employee's equipment and software must meet the School's guidelines/standards, and the Employee's needs for Information Technology ("IT") support must be minimal and will only be provided for on School equipment;
- Telework sites must be in California;
- The employee must be effective at working independently for extended periods of time;
- The employee has demonstrated or can demonstrate effective time-management skills by completing tasks efficiently and within any required deadlines;
- The employee must maintain connections with work groups or teams from their remote work location; and
- The employee must remain available during their regular school hours on days and times that they are expected to work Monday through Friday;



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- The employee shall not use the workplace/telework arrangement as a substitute for child care, as defined in the Employee Handbook.

### **Supervisor Responsibilities**

The Supervisor or those managing employees who have been permitted to telework must effectively:

- Implement the telework policy/guidelines;
- Conduct remote supervision;
- Understand the technology and tools necessary for successful remote supervision; and
- Establish communication protocols with telework employees, including making continued efforts to involve teleworking Employees in office/department events, messages, etc. as applicable to preserve teamwork.

The Supervisor will assess each employee's progress on a telework assignment periodically to ensure the employee's compliance with telework requirements, and address any work-related issues, including completing evaluations and other performance management as appropriate.

### **Salary, Job Responsibilities, and Benefits**

Salary, job responsibilities, and benefits will not change because of involvement in the program, except as they might have changed had the employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and the employee will be entitled to any company-wide benefits changes that may be implemented. Employees are required to fulfill all existing job requirements as if they were working in the office/on campus.

### **Evaluation and Duration**

Evaluation of employee performance during the teleworking assignment may include daily interaction by video, phone and/or email between the employee and the Supervisor, and weekly face-to-face and/or video meetings whenever possible to discuss work progress and problems, as needed.

Following the first thirty (30) days of the telework arrangement, the employee and Supervisor will meet to evaluate the arrangement and make recommendations for continuance or modifications. A copy of the completed evaluation must be shared with HR.

### **Professional Boundaries**

Employees must maintain appropriate levels of professionalism when interacting remotely with students and/or student's family members in full compliance with the School's "Professional Boundaries: Staff/Student Interaction" policy outlined in the MWA Employee Handbook.

### **Personal Appearance/Standards of Dress**

Employees must maintain professional standards of dress and grooming. In accordance with the MWA Employee Handbook, employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and



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will not interfere with the learning process.

### **Work Schedules**

The daily work schedule for the days when working at home is subject to negotiation with and approval by the employee's Supervisor. The Supervisor may require that the Employee work certain "core hours" and be accessible by telephone during those hours. Employees must remain available during designated school days.

### **Work Hours and Overtime**

Work hours are not expected to change by participating in this program, and all employees will only be paid for actual time worked, regardless of whether they are working in-person or teleworking. Nonexempt employees will be required to (1) record all hours worked as assigned by the School and (2) take and document applicable meal/rest periods. Nonexempt employees must also receive written approval from a Supervisor prior to working additional hours or overtime. All employees are expected to contact their Supervisor or Principal for questions regarding their work hours. Failure to comply with timekeeping within the School's Kronos time system and maintaining work hours requirements may result in disciplinary action, up to and including termination from employment.

### **Time Off**

Use of sick, vacation, or personal time must be discussed and approved in advance with the Supervisor, just as any time off would normally have to be approved. Refer to the MWA Employee Handbook for all time off policies.

### **Communication and Accessibility**

Employees and their manager must determine how communication between a teleworking employee, the worksite, and/or other employees also teleworking will be handled. Employees shall keep their manager or Principal and as needed, their co-workers or other School stakeholders (e.g., students and/or parents), informed of their availability so these individuals know how and when to reach the employee during the employee's telework assignment. Employees must be accessible by phone and email at all times to their manager or Principal, co-workers, School stakeholders, and the School, generally during assigned work hours. Employees must notify their manager or Principals if they are unavailable during agreed upon hours, aside from applicable meal and rest periods. Nonexempt employees are to enter their telework schedule in Kronos, including applicable meal and rest periods. Employees must also remain flexible in their scheduling and shall be available to attend staff meetings and other meetings as required by their manager or Principal.

### **Supplies, Equipment, and Furniture**

Employees must designate a workspace within the employee's remote work location for placement and installation of equipment to be used while teleworking that is ergonomic friendly. All necessary technology equipment will be supplied and maintained by the School, subject to availability. Equipment supplied by the School is to be used for work purposes only. Employees



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must sign a Technology Use Agreement for all School property and agree to protect the items from damage or theft. Employees shall not be entitled to reimbursement for their use of School property. Employees shall be held liable to the School whenever their wrongful or negligent act or omission causes loss, theft, disappearance, damage to, or destruction of School property.

### Safety

The telework space is considered an extension of the School's worksite. Employees will have the same responsibility for safe practices, accident prevention, and accident/injury reporting as in the regular worksite. In case of injury, accident, theft, loss, or tort liability related to telework, employees must immediately report the event to their manager or Principal and allow the School or its designee to investigate and/or inspect the telework site as needed.

Employees are responsible, to the extent possible, for establishing and maintaining a designated, adequate workspace at their telework location. When the telework location is the employee's home, the employee is responsible for ensuring the location is safe (free from hazards and other dangers to the employee or equipment), clean, professional, and free of distractions (e.g., illegal paraphernalia, controlled substances, etc.).

### Confidentiality

Employees must never provide any third parties access to the School network or share network access passwords, and must comply with all policies and procedures related to information security and network access.

All information relating to students, personal information, schools attended, addresses, contact numbers and progress information is confidential in nature, and may not be shared with or distributed to unauthorized parties. All records concerning special education pupils shall be kept strictly confidential and maintained in separate files. Failure to maintain confidentiality may result in disciplinary action, up to and including release from at-will employment.

### Reimbursement

The School will reimburse employees for monies necessarily expended directly related to performing their duties such as: a reasonable percentage of a cell phone and/or internet bill.

- **Internet Reimbursement:** The School shall reimburse an employee's costs for internet at \$50 per month, based upon a reasonable percentage of work-related use **only** during school-wide mandated teleworking assignments.
- **Office Supplies:** Office supplies will be provided by the School as needed. An employee's out-of-pocket expenses for other supplies will not be reimbursed unless without prior approval of the employee's Supervisor.



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Employees who believe their expenses exceed the reimbursement the School provides shall be required to submit copies of their internet bill for review. Such bills may be redacted as needed to remove any private/confidential information.

**Temporary Arrangements/Accommodations**

Temporary teleworking arrangements may be approved for circumstances such campus closure, inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the School and with the consent of the employee's health care provider, if appropriate.

All informal teleworking arrangements are made on a case-by-case basis, including duration of time in two-week increments, focusing first on the business needs of MWA. All extended arrangement requests will be reviewed to determine whether or not the arrangement would create an undue hardship for the School.

**Termination of Agreement**

Teleworking is available to eligible employees, at MWA's sole discretion. Teleworking is not an employee benefit intended to be available to the organization on a permanent basis. As such, no employee is entitled to, or guaranteed the opportunity to, telework. MWA can terminate the program, with or without cause, upon reasonable notice, in writing, to the other party. This Agreement is not a contract of employment and may not be construed as such.

**Employees remain obligated to comply with all of MWA's policies, practices, instructions and this Agreement. Employees understand that violation of any of the above may result in preclusion from teleworking and/or other disciplinary action including and up to termination.**

**Acknowledgement**

By signing below, I acknowledge that I have received, read, and understand the School's Telework Program Policy.

I also understand that if I have any questions regarding this Policy, I shall contact the School as outlined above.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date Signed





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## **TUITION REMISSION AND STUDENT LOAN REPAYMENT PROGRAM POLICY**

### **Purpose**

Making Waves Academy (MWA) has a long-term commitment to recruiting and retaining instructional, administrative, and support staff with the skills and abilities to work effectively with MWA’s diverse student population. We will provide assistance either to cover part of the tuition for the pursuit of higher educational opportunities for professional growth and development or provide assistance to support paying off a portion of employee student loan debt accumulated in the pursuit of educational opportunities.

### **Definitions**

- School Year: The school year begins July 1 and ends June 30 of any calendar year.
- Annual Maximum: The maximum dollar amount that MWA will pay on behalf of an employee in one school year.
- Lifetime Maximum: The maximum dollar amount that MWA will pay on behalf of an employee for the entire duration of their employment with MWA.

### **Eligibility Criteria**

- The applicant must be a full-time employee (40 hours work week) in good-standing as defined in the Employee Handbook, and have completed a minimum of two full-time years of service with MWA.
- Applicants are not eligible to receive both benefits. For example, if an employee is awarded tuition remission assistance then they are ineligible for student loan repayment assistance.
- Recipients of the Student Loan Forgiveness/Home Down Payment Assistance Program are not eligible to receive either benefit.
- **Eligibility for Tuition Remission:**
  - The undergraduate/graduate/doctorate courses should be directly related to work responsibilities.
  - Courses being taken toward initial educator certification/licensure are not eligible for reimbursement.
  - The employee must successfully complete the course by achieving a grade of “B” or better in order to be eligible to receive tuition assistance for subsequent requests submitted. Applicants not meeting these criteria can appeal the decision to the CEO and a committee of the MWA Board.
  - An obligation for employees receiving tuition assistance is that they will remain at MWA for an equivalent amount of years that they received tuition assistance. For example, if they receive tuition assistance for one year, we would expect they would remain at MWA for an additional year after the year that they received assistance.
  - An employee, who resigns his/her position before meeting the years of service obligation will be required to pay back 50% of the total tuition reimbursement to MWA.



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- **Eligibility for Student Loan Repayment:**
  - The employee must provide lender documentation that verifies debt accrued during undergraduate or graduate school. Program completion dates do not apply.
  - An employee receiving repayment assistance will have no obligation to remain at MWA for an equivalent amount of years, since the benefit is only disbursed following each year of service that follows the service year requirement. For example, after an employee completes two full-time years at MWA, they may apply for this benefit during the application period in their 3rd year, payment will be made during the last quarter of their 3rd year (April-June).

### **Application Process and Payment**

#### **Tuition Remission Application and Payment**

##### Application

- Must be submitted prior to start of the course
- The employee completes one (1) Tuition Reimbursement Application for EACH undergraduate/graduate/doctorate course and must attach a copy of the course description.
- The employee submits the completed application to his/her immediate supervisor who will then recommend approval/not recommend approval, sign, and forward it to Human Resources for approval. HR will then obtain CEO approval. Incomplete applications and/or applications for courses that do not meet the requirements will be returned and/or denied.
- Once the application is approved, the employee is responsible for providing a bill or invoice from the college and MWA will pay for the course as directed by the institution offering the course.

##### Reimbursement

- All of the following documents must be submitted to the Business Office within two (2) weeks of the registration and tuition deadline:
  1. Complete Staff Reimbursement Form with all approved signatures
  2. Tuition/School Fee invoice or bill
  3. Proof of enrollment and “paid” receipt upon paying for the course (submit afterwards)
- The amount of the award will not exceed \$5,000 per year for a maximum of four years for a total reimbursement of \$20,000.
- Other fees and costs (i.e., lab, registration, books, etc.) associated with taking the courses are eligible for reimbursement up to the amount of the maximum term.
- Tuition reimbursement is not guaranteed to be available annually. Limited funds are allocated per fiscal year. Approvals will be on a first-come, first-serve basis until funds for that fiscal year are exhausted.

#### **Student Loan Repayment Application and Payment**

##### Application

- The employee completes a student loan repayment application and must attach lender documentation of their student loan balance that verifies debt accrued during undergraduate or graduate school. Acceptable verification may include a verification letter or completed from the lender.





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- The employee submits the completed application to HR who will then submit to the employee's immediate supervisor to recommend approval/not recommend approval, sign, and return to HR for approval. HR will then obtain CEO approval. Incomplete applications and/or applications that do not meet the years of service requirement will be returned and denied.
- Applications are due by November 1st. Any applications received after the due date will not be considered and must be resubmitted the following year.
- Once the application is approved, the HR and Business Services Department will coordinate the payment and verification process directly with the applicant.
- Approvals will be on a first-come, first-serve basis until funds for that fiscal year are exhausted.

#### Payment

- The amount of the award will not exceed \$1,500 per year for a maximum of 5 years for a total repayment of \$7,500.
- The student loan repayment benefit is not guaranteed to be available annually. Limited funds are allocated per fiscal year and may be subject to change at any time.

# Coversheet

## Board Meeting Schedule for 2021-2022

**Section:** IV. Action Items  
**Item:** V. Board Meeting Schedule for 2021-2022  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** mwa-board-meetmeeting schedule\_English.pdf  
mwa-board-meeting schedule\_Spanish.pdf

# MWA Board Meeting Schedule

- September 9, 2021, 10:30am-2:00pm
- October 14th, 2021, 4:00pm-7:30pm
- December 9th, 2021, 10:30am-2:00pm

- 
- January 27th, 2022, 10:30am-2:00pm
  - March 10th, 2022, 10:30am-2:00pm
  - May 5th, 2022, 4:00pm-7:30pm
  - June 16th, 2022, 10:30am-2:00pm

For location information, check BoardOnTrack:  
[bit.ly/mwaboardmeetings](https://bit.ly/mwaboardmeetings)

For the most up-to-date information and agendas please visit:  
[bit.ly/mwaboardmeetings](https://bit.ly/mwaboardmeetings)

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Questions?

Contact Elizabeth Martinez  
[emartinez@mwacademy.org](mailto:emartinez@mwacademy.org)

# Juntas Directivas de MWA Calendario

- September 9, 2021, 10:30am-2:00pm
- October 14th, 2021, 4:00pm-7:30pm
- December 9th, 2021, 10:30am-2:00pm

- 
- January 27th, 2022, 10:30am-2:00pm
  - March 10th, 2022, 10:30am-2:00pm
  - May 5th, 2022, 4:00pm-7:30pm
  - June 16th, 2022, 10:30am-2:00pm

Para información sobre ubicación, visite  
**BoardOnTrack: [bit.ly/mwaboardmeetings](https://bit.ly/mwaboardmeetings)**

Para obtener la información, agendas, y materiales más actualizadas, visite:  
**[bit.ly/mwaboardmeetings](https://bit.ly/mwaboardmeetings)**

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Preguntas?

Contacte: Elizabeth

Martinez

[emartinez@mwacademy.org](mailto:emartinez@mwacademy.org)

# Coversheet

## CEO Contract

**Section:** IV. Action Items  
**Item:** W. CEO Contract  
**Purpose:** Vote  
**Submitted by:** Alicia Malet Klein  
**Related Material:** MWA CEO Salary Benchmarking 2021.pdf  
MWA CEO Employment Agreement 2021 REV.pdf

### BACKGROUND:

After 10 years of dedication and exemplary service to MWA, CEO Alton Nelson is being offered a multi-year contract. Traditional public school superintendents and private school heads of school most always have multi-year contracts, as do some charter school heads/CEOs. The attached 4-year contract has been benchmarked, per the following survey information, and is designed to retain CEO Nelson in order to best pursue and fulfill our mission.

### RECOMMENDATION:

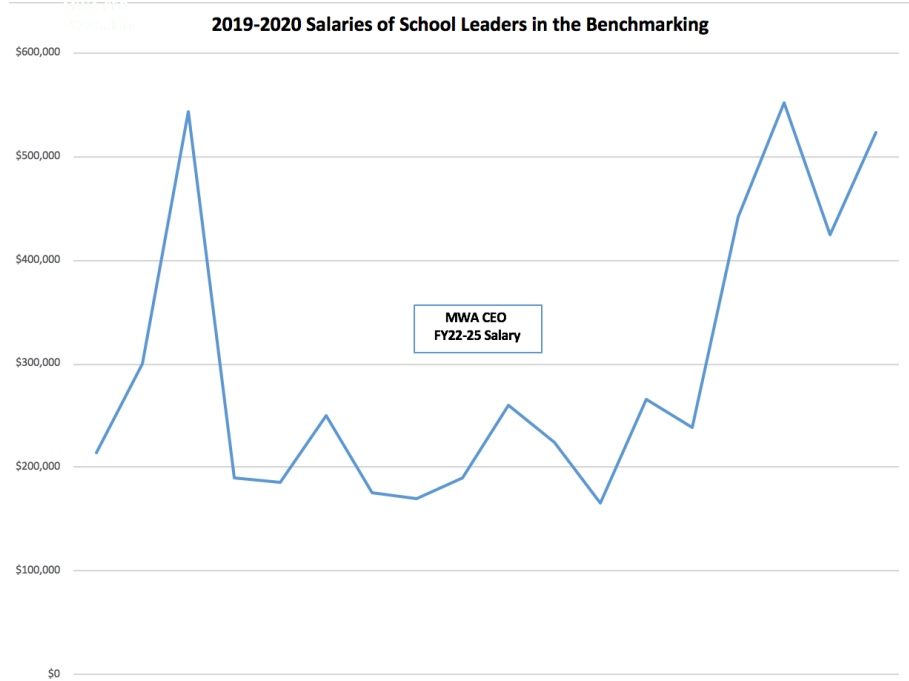
Fiscal Impact:

**FY22:** \$321,640; **FY23:** \$329,681; **FY24:** \$337,923; **FY25:** \$346,371 plus annual benefits outlined in the contract.

4-year total: Approximately \$1.4M\*

\*Future health and retirement benefit costs can only be estimated at this point.

Organization	Enrollment	Name of CEO/Superintendent/Head	Headquarter Location	Contract Type	Term of the Contract	Base Salary	Fringe Benefits (Beyond Standard Insurance/Retirement)	Cost of Living/Inflation Adjustments	Schol Type
Gateway Public Schools (6-12)	800	Sharon Olken	San Francisco, CA	At-will	N/A	\$215,000	N/A	Annually reassessed	Public Charter
Alliance College Ready Public Schools (6-12)	12700	Dan Katzir	Los Angeles, CA	At-will	N/A	\$300,000	N/A	Annually reassessed	Public Charter
Summit Public Schools (6-12)	2000	Diane Tavener	Redwood City, CA	At-will	N/A	\$542,799	N/A	Annually reassessed	Public Charter
Lighthouse Community Public Schools (K-8)	1460	Harrison	Oakland, CA	At-will	N/A	\$190,000	N/A	Annually reassessed	Public Charter
Innovative Education Management (TK-12)	8500	Jodi Jones	Placerville, CA	At-will	N/A	\$185,000	N/A	Annually reassessed	Public Charter
Caliber Public Schools (K-8)	1700	Terence Johnson	Richmond, CA	At-will	N/A	\$250,000	N/A	Annually reassessed	Public Charter
Contra Costa School of Performing Arts (6-12)	450	Neil McChesney	Walnut Creek, CA	Fixed-term	4 years	\$175,000	N/A	2% every year	Public Charter
Education for Change Public Schools (TK-12)	2900	Larissa Adam	Oakland, CA	At-will	N/A	\$170,000	N/A	Annually reassessed	Public Charter
Ingenium Schools (TK-8)	1200	Jake Rodgers	Los Angeles, CA	Fixed-term	1.5 years	\$190,000	\$135/month for the business use of home office space and utilities	No	Public Charter
San Rafael City Schools ES + HS (K-12)	7200	Jim Hogeboom	San Rafael, CA	Fixed-term	4 years	\$260,000	\$600 per month to a tax deferred annuity; term life insurance policy of \$500,000	Annual cost of living equal to other district certificated management	Traditional Public School District
Tamalpais Union High (9-12)	5000	Dr. Tara Taupier	Corte Madera, CA	Fixed-term	3 years	\$225,000	N/A	N/A	Traditional Public School District
West Sonoma County Union High (9-12)	1838	Toni Beal	Sebastopol, CA	Fixed-term	3 years	\$165,000	\$350/month car allowance; dues for a local service club	2.5% annual increase based on a seven step salary schedule	Traditional Public School District
WCCUSD (K-12)	32200	Matthew Duffy	Richmond, CA	Fixed-term	Initially 3 years, extended for another 2 years	\$265,200	\$750/month car allowance	Annual cost of living equal to other district certificated management	Traditional Public School District
Berkeley USD (K-12)	9800	Dr. Brent Stevens	Berkeley, CA	Fixed-term	4 years	\$239,000	N/A	\$1,600 increase after first year, \$3,350 after second year, \$3,550 after third year	Traditional Public School District
Head Royce (K-12)	875	Crystal Land (Head of School)	Oakland, CA	Fixed-term	3 years	\$442,308	Free housing	N/A	Independent
Bentley School (K-12)	690	Arlene Hogan (Head of School)	Oakland, CA	Fixed-term	5 years	\$552,440	No	N/A	Independent
College Preparatory (9-12)	380	Monique Devane	Oakland, CA	Fixed-term	3 years	\$425,000	Free housing; additional retirement contribution of \$50K	Annual cost of living increases 2.5%-3%	Independent
Menlo School (6-12)	795	Than Healy	Atherton, CA	Fixed-term	5 years	\$523,000	Free housing; \$81K	Annual cost of living increases	Independent
N/A = Info Not Available									



**FIXED-TERM EMPLOYMENT AGREEMENT**  
**Between**  
**MAKING WAVES ACADEMY & ALTON B. NELSON**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is entered into by and between the above-named employee (“Employee”) and the Governing Board (“Board”) of Making Waves Academy (“MWA”), a California nonprofit public benefit corporation charter school approved by the Contra Costa County of Education (hereinafter referred to as the “granting authority”). The Board desires to hire employees who will assist MWA in achieving the goals and meeting the requirements of MWA’s charter, and implementing MWA’s purposes, policies, and procedures. The parties recognize that MWA is not governed by the provisions of the California Education Code, except as expressly set forth in the Charter Schools Act of 1992.

WHEREAS, MWA and the Employee wish to enter into an employment relationship under the conditions set forth herein, the parties hereby agree as follows:

**A. STATUTORY PROVISIONS RELATING TO CHARTER SCHOOL EMPLOYMENT**

1. MWA has been established and operates pursuant to the Charter Schools Act of 1992, Education Code section 47600, *et seq.* MWA has been duly approved by the granting authority, according to the laws of the State of California.
2. Pursuant to Education Code section 47604, MWA has elected to be formed and to operate as a non-profit public benefit corporation pursuant to the Non-Profit Public Benefit Corporation Law of California (Part 2, commencing with section 5110 *et seq.* of the Corporations Code). As such, MWA is considered a separate legal entity from the granting authority, which granted the charter. The granting authority shall not be liable for any debts and obligations of MWA, and the employee signing below expressly recognizes that he is being employed by MWA and not the granting authority.
3. Pursuant to Education Code section 47610, MWA must comply with all of the provisions set forth in its charter, but is otherwise exempt from the laws governing school districts except as specified in Education Code section 47610.
4. MWA shall be deemed the exclusive public school employer of the employees at MWA for purposes of Government Code section 3540.1.

**B. EMPLOYMENT TERMS AND CONDITIONS**

1. **Duties**

The Employee shall work in the position of CEO. The Employee will perform such duties as MWA may reasonably assign and the Employee will abide by all of MWA’s policies and procedures as adopted and amended from time to time. The Employee further agrees to abide by MWA’s charter.

The Employee is exempt from overtime law and shall not be entitled to additional compensation for performing duties outside of the scheduled work year/day.

2. **Term and Work Schedule**

Subject to Section C, “Termination of this Agreement” herein, MWA hereby employs the Employee for a term of four (4) years commencing on July 1, 2021 and ending June 30, 2025.

The minimum daily work schedule for this full-time position shall be Monday through Friday, 8:00 a.m. to 5:00 p.m. While the Employee shall generally be available during this time period, the duties of this position may require work on weekends, and before and after the regular work year or hours of the work day. Workdays for the Employee shall be consistent with the applicable calendar of workdays for this position.

The Employee will not render services in person or by electronic means, paid or otherwise, for any other person or entity during contracted work hours with MWA.

3. **Compensation**

The annual compensation for this position shall be as follows, which allows for a 2.5% annual cost of living increase in Years 2, 3 and 4:

**FY22:** \$321,640

**FY23:** \$329,681

**FY24:** \$337,923

**FY25:** \$346,371

The Employee’s compensation may be prorated depending on whether he remains employed, or in active work status, for the entire year. As an exempt employee, the Employee shall not be eligible to earn overtime.

4. **Benefits**

a. **Health Benefits/Retirement.** The Employee shall be entitled to participate in designated employee benefit programs and plans established by MWA (subject to program and eligibility requirements) for its employees, which from time to time may be amended and modified by MWA in its sole discretion.

MWA’s benefits are on a calendar-year cost cycle, and the state has not yet determined the FY22 STRS contribution level. The value of the benefits component of this contract can be estimated by reviewing the FY21 benefits and retirement package for the Employee shown below and anticipating inflationary cost increases:



State Teacher Retirement System (STRS) (No 403b match)	\$55,292
Medical	\$21,143
Dental	\$2,540
Vision	\$228
Basic Life Insurance	\$292
Long Term Disability	\$491
<b>Total:</b>	<b>\$79,986</b>

- b. **COLA Stipend.** The Employee shall be entitled to an annual temporary COLA stipend in the amount of \$12,000.
- c. **Retention Bonus.** The Employee shall be entitled to the retention bonus as set forth in MWA’s retention policies. This means that in FY23, the Employee shall receive a retention bonus of \$10,000.

5. **Performance Evaluation**

The Board shall evaluate the performance of the Employee at least once annually. This evaluation shall be based on the job description and agreed upon KPIs. If applicable, the evaluation shall include recommendations as to areas of improvement in all instances where the Board deems such to be necessary or appropriate. The Board president will conduct the annual performance evaluation each fall and the Employee shall have the right to make an oral or written response to the evaluation.

6. **Employee Rights**

Employment rights and benefits for employment at MWA shall only be as specified in this Employment Agreement, MWA’s charter, the Charter Schools Act and MWA’s Employee Handbook, which from time to time may be amended and modified by MWA. Employment rights and benefits may be affected by other applicable agreements or directives or advisories from the California Department of Education or the State Board of Education. During the term of this Agreement, The Employee shall not acquire or accrue tenure, or any employment rights with MWA.

7. **Child Abuse and Neglect Reporting**

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in his professional capacity or within the scope of his employment whom he knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone and to prepare and send a written report thereof within thirty-six (36) hours of receiving the information concerning the incident. By executing this Agreement, the

Employee acknowledges he is a child care custodian and is certifying that he has knowledge of California Penal Code section 11166 and will comply with its provisions.

8. **Conflicts of Interest**

The Employee understands that, while employed at MWA, he will have access to confidential and proprietary information. The Employee therefore shall not maintain employment or contracts for employment, or engage in any consultant or independent contractor relationship, with any other agency or school that will in any way conflict with his employment with MWA.

9. **Outside Professional Activities**

Upon obtaining prior written approval of the Board, the Employee may undertake for consideration outside professional activities, including consulting, speaking, and writing. The outside activities shall not occur during regular work hours. MWA shall in no way be responsible for any expenses attendant to the performance of such outside activities.

10. **Expense Reimbursement**

MWA shall reimburse the Employee for all documented actual and necessary expenses personally incurred within the scope of employment in accordance with applicable MWA policy and authorization.

11. **Required Contract Provisions**

The following provisions are required to be included in this Agreement by the California Government Code:

- a. **Limitations on Cash Settlement.** In no case upon termination of this Agreement shall the maximum cash settlement exceed an amount equal to the monthly salary of the Employee multiplied by twelve (12).
- b. **Required Reimbursements.** The Employee shall be required to reimburse MWA for any salary or fees he receives from MWA in relation to his placement on paid administrative leave pending criminal charges if he is convicted of a crime involving the abuse of office/position. Regardless of the term of this Agreement, if the Agreement is terminated, the Employee must reimburse MWA for any cash settlement he receives in relation to his termination if he is convicted of a crime involving the abuse of office/position.

C. **TERMINATION OF CONTRACT**

This Agreement may be terminated by any of the following:

1. **Termination For Cause**

The Employee may be terminated by the Board at any time for cause. In addition, Employee may be disciplined (e.g. reprimand, suspension without pay) for cause during the term of this Agreement. "Cause" shall include, but is not limited to, breach of this Agreement; misconduct or dishonest behavior; conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person; any ground enumerated in the Employee Handbook; or the Employee's failure to satisfactorily perform his duties as set forth in this Agreement, as defined by law, or as specified in the above-mentioned and incorporated by reference job description.

The Board shall not terminate this Agreement pursuant to this paragraph until a written statement of the grounds of termination has first been served upon the Employee. The Employee shall have the right to a representative of his choice at a conference with the Board. The conference with the Board shall be the Employee's exclusive right to any hearing otherwise required by law.

2. **Early Termination Without Cause**

The Board may unilaterally and without cause or advance notice terminate this Agreement. In consideration of the Board's right to terminate this Agreement without cause, the Board shall pay to the Employee the remainder of his salary (based upon any remaining calendared work days) for the term of this Agreement for a maximum of six (6) months.

3. **Death or Incapacitation of the Employee**

The death of the Employee shall terminate this Agreement and all rights entitled under this Agreement. In the event that the Employee becomes incapacitated to the extent that, in the judgment of the Board, the Employee may no longer perform the essential functions of his job with or without reasonable accommodation, as set forth in job specifications, the Board may terminate this Agreement.

4. **Revocation/Non-renewal**

In the event that the MWA Charter is either revoked or not renewed, this Agreement shall terminate immediately upon the effective date of the revocation/non-renewal of the charters, and without the need for the process outlined in Sections a or b above.

5. **Non-Renewal/Expiration of Term**

This Agreement does not automatically renew upon expiration of the term. The Board may elect not to offer future employment agreements to the Employee at its

sole discretion, without cause, and this Agreement will lapse by its own terms.

**D. GENERAL PROVISIONS**

**1. Waiver of Breach**

The waiver by either party, or the failure of either party to claim a breach of any provision of this Agreement, will not operate or be construed as a waiver of any subsequent breach.

**2. Assignment**

The rights and obligations of the respective parties under the Agreement will inure to the benefit of and will be binding upon the heirs, legal representatives, successors and assigns of the parties hereto; provided, however, that this Agreement will not be assignable by either party without prior written consent of the other party.

**3. Governing Law**

This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of California.

**4. Partial Invalidity**

If any provision of this Agreement is found to be invalid or unenforceable by any court, the remaining provisions hereof will remain in effect unless such partial invalidity or unenforceability would defeat an essential business purpose of the Agreement.

**5. Interpretation and Opportunity to Counsel**

The parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal 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 and no presumption shall arise concerning the draftsman of such provision.

**6. Severability**

If any term, provision, condition or covenant of the Agreement shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent provided by law.

**7. Execution of Counterparts**

This Agreement may be executed in any number of counterparts, each of which

shall be deemed a duplicate original when all counterparts are executed, but all of which constitute a single instrument.

8. **Signatures**

In witness therein, we affix our signatures to this Agreement with the full and complete understanding of the relationship between the parties hereto.

E. **ACCEPTANCE OF EMPLOYMENT**

By signing below, the Employee declares as follows:

1. I have read this Agreement and accept employment with MWA on the terms specified herein.
2. All information I have provided to MWA related to my employment is true and accurate.
3. A copy of the job description and KPIs are attached hereto.
4. This is the entire agreement between MWA and me regarding the terms and conditions of my employment. This is a final and complete agreement and there are no other agreements, oral or written, express or implied, concerning the subject matter of this Agreement.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MWA Approval:**

Dated: \_\_\_\_\_  
Alicia M. Klein, Board Chair

***This Employment Agreement is subject to ratification and approval by the Governing Board of MWA.***

## **MWA CEO Job Description**

The role of the Making Waves Academy (MWA) Chief Executive Officer (CEO) is to provide executive level leadership for the growth, management, and sustainability of MWA. Additional areas of leadership include but are not limited to building a strong culture of accountability, stability, impact, and compliance. The position resides within the “central office” for MWA. An additional important role for the MWA CEO moving forward is to continue to build alignment between MWA’s current model and MWA’s vision for the future, which includes technology-assisted learning, focusing on innovation and continuous improvement and further enhancing holistic support. The MWA CEO monitors implementation of the MWA strategic plan and provides oversight of MWA school performance, school leader performance and support, and central office staff performance and support. With an increased focus strategic initiatives related to college access and success, it is also important to develop, refine, and maintain a solid foundation of formalized operational processes, progress monitoring feedback loops, and metrics to insure MWA continues to be successful, impactful, and results-oriented. Focus on the following areas:

1. **Organizational Leadership** – Provide direction, oversight, and leadership to MWA leaders, admin, and staff; maintain alignment of vision and mission with actions;
2. **Governance & Stakeholder Relations** – Receive input from, manage relations with, and report out to MWA, MWF, and charter authorizer boards, the MWF Executive Committee, and MWA stakeholder groups;
3. **Growth/Expansion (Strategic Plan Implementation)** – Continued refinement, development, implementation, and progress monitoring of the strategic plan and ongoing due diligence and dialogue regarding growth strategy and tactics;
4. **Compliance** – Provide oversight and direction in the areas of 1) Federal, state, local, and charter compliance activities; 2) Budget activities through the *Local Control Accountability Plan* (LCAP); 3) *WASC* accreditation activities and six-year plan implementation; and 4) the Single Plan for Student Achievement (SPSA) activities and implementation.

### **Position Detailed Duties & Responsibilities:**

Under the current MWA organization structure and approved strategic plan, the work of the CEO is executive leadership, supervision, oversight, execution, and progress monitoring of the MWA portion of the Making Waves strategic plan. Responsibilities and duties include:

- I. **Organizational Leadership**
  - a. Set up systems to identify and track progress on organizational goals using key performance indicators and metrics; analyze and act on the data provided; gather and utilize information from MWA internal and external stakeholders to assess overall health of the organization and mission and vision alignment.
  - b. Supervise, evaluate, and hire/terminate the MWA senior school director and all central office executive leadership.
  - c. Provide oversight and set the vision for student and adult learning content and practices (e.g. Common Core State Standards and cultural competency training).
- II. **Governance and Stakeholder Relations**
  - a. Work closely with, seek input from, and provide updates to various governance and stakeholder entities – e.g. MWA Board, School Site Council (SSC), charter authorizer board(s), MWF Board, MWF Executive Committee, and Founder.
  - b. Work closely with other Making Waves executive leaders in the Making Waves Foundation to collaborate with and align on organizational practices; provide updates on programmatic and strategic initiatives.

- c. Develop and maintain strong and supportive relationships and good communication with our charter authorizers (the Contra Costa County Office of Education) and our SELPA provider for Special Education.

III. Growth/Expansion (Strategic Plan Implementation)

- a. Provide leadership for and implement the Making Waves Strategic Plan initiatives, meet the annual milestones, and report out on progress against the plan.
- b. Work with the MWA CFO and MWF CFO to understand and forecast financial allocations of revenues and expenses that align with the strategic plan and sustainability of the organization.
- c. Establish and maintain a local, statewide, and national profile to increase awareness of MWA in seeking support and strategic partnership opportunities for the school.

IV. Compliance

- a. Oversee financial record keeping and reporting practices to meet all local, state, federal, and charter authorizer regulations including audits, LCAP, attendance reporting, and WASC accreditation activities.
- b. Work with the MWA CFO, Director of Finance, division directors, finance committee, and audit committee to insure adherence to audit-compliant federal, state, and county financial reporting deadlines; systems controls are being adhered to.
- c. Work with MWA Senior School Director and MD of Human Resources to oversee and implement compliance protocols and procedures (for California public schools and federally funded programs) for but not limited to: personnel, mandated reporting, sexual harassment training, and teacher credentialing screening and reporting.

**Educational Requirement:**

- Bachelors & Masters Required
- Graduate studies and/or a degree in Educational Leadership, an MBA, or non-profit management

**Desired:**

- 15-20 or more years of experience K-12 education
- 10 or more years of school leadership experience; 8 or more years of that experience specifically in charter schools
- Budget development and financial reporting experience in public schools
- 8-10 years or more of reporting to and working with a Board of Directors.
- Professional orientation – appearance, communication, organization, detail orientation, follow through, and attitude.
- Experience working with students and families from historically underserved communities.



### Key Performance Indicators for MWA CEO

<b>Finance and Mission Impact:</b>	<u>Evidence of STRONG</u>	<u>Progress or SOME</u>	<u>Accomplishment NONE</u>
Create accurate budget and stay within it, barring unforeseen circumstances			
Assess/adjust programs for maximum mission impact per dollar of expenditure			
<b>Management and Leadership Effectiveness:</b>	<u>Evidence of STRONG</u>	<u>Progress or SOME</u>	<u>Accomplishment NONE</u>
Achieve target level of undesired staff attrition			
Attract/recruit needed talent in a timely manner			
Exert appropriate influence on staff satisfaction levels			
Effectively implement and/or create strategic plan			
Achievement of SMART/WASC goals			
Demonstrate innovation/best-practice modeling in development of academic programs			
<b>Community/Relationship/Image Building:</b>	<u>Evidence of STRONG</u>	<u>Progress or SOME</u>	<u>Accomplishment NONE</u>
Build/maintain strong relationships with students and families			
Build/maintain strong relationships with board members			
Strengthen ties to charter community			
Increase profile of MWA in education reform space			
<b>Student Performance:</b> <span style="float: right;"><b>(vs. previous year)</b></span>	<b>Improved</b>	<b>Flat</b>	<b>Declined</b>
Attendance data			
Percent of EL students reclassified by 8th grade			
Graduation rate (measured from 9th grade pool)			
Average GPAs, PSAT and SAT scores			
School performance on state tests			
4-year/2-year ratio of college acceptances			
Quality of 4-year institutions			
Number of discipline issues (declined better than improved)			
Effective pivot to distance learning during COVID SIP			



# Coversheet

## NWEA MAP Growth Contract

**Section:** IV. Action Items  
**Item:** X. NWEA MAP Growth Contract  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** Making Waves Academy - 6\_1\_2021.pdf  
Making Waves Academy\_MSA\_07.01.2021\_20452\_NWEA final.pdf

### BACKGROUND:

NWEA MAP Growth is the most trusted and innovative assessment for measuring achievement and growth in K–12 math, reading, language usage, and science. It provides teachers with accurate, and actionable evidence to help target instruction for each student or groups of students regardless of how far above or below they are from their grade level. It also connects to the largest set of instructional content providers, giving educators flexibility in curriculum choices.

### RECOMMENDATION:

Please approve this agreement that has a \$12,206.00 fiscal impact in the 2021/22 school year.



**Schedule A**

**SALES ORDER**

Company Address:	121 NW Everett Street Portland, OR 97209	Created Date:	06/01/2021
License Start Date:	07/01/2021	Quote Number:	00046103
License End Date:	06/30/2022	Partner ID:	
Prepared By:	Raymond Mitchell	Contact Name:	Kara Alhadeff
Phone:		Phone:	(510) 779-1417
Email:	raymond.mitchell@nwea.org	Email:	kalhadeff@mwacademy.org
Bill To Name:	Making Waves Academy	Ship To Name:	Making Waves Academy
Bill To Address:	4123 Lakeside Dr San Pablo, CA 94806	Ship To Address:	4123 Lakeside Dr San Pablo, CA 94806

Product	List Price	Sales Price	Quantity	Total Price	Item Discount
MAP Growth Single Subject	\$9.45	\$9.45	1,080	\$10,206.00	-\$0.00
Virtual MAP Growth Basics (2-hour session, up to 20 participants)	\$1,000.00	\$1,000.00	1	\$1,000.00	-\$0.00
Virtual Applying Reports: Connecting MAP Growth Scores to Student Learning (2-hour session, up to 20 participants)	\$1,000.00	\$1,000.00	1	\$1,000.00	-\$0.00

Quote Discount	-\$0.00
Quote Subtotal	\$12,206.00
Estimated Tax	\$0.00
<b>Grand Total</b>	<b>\$12,206.00</b>

**Notes**

MAP Growth MATH only

**Terms and Conditions**

This Schedule A is subject to the Custom Master Subscription Agreement between the parties effective June \_\_\_\_, 2021 (the "Agreement"). By signing this Schedule A you agree you have read, understand, and agree to the terms of the Agreement.

If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 90 days from the date above. Please confirm the billing address, or specify changes to your account manager.



**Signature**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title \_\_\_\_\_



## CUSTOM MASTER SUBSCRIPTION AGREEMENT

This Custom Master Subscription Agreement (“Agreement”) is entered into by and between NWEA, a non-profit corporation with a business address located at 121 NW Everett Street, Portland, Oregon 97209 (“NWEA”), and **Subscriber** and is effective as of July 1, 2021 (“Effective Date”).

The parties agree as follows:

### 1. **Definitions**

**1.1 Anonymized Data:** means any Student Education Record rendered anonymous in such a manner that the student is no longer identifiable. For example, this includes non-identifiable student assessment data and results, and other metadata, testing response times, scores (e.g. goals, RIT), NCES codes, responses, item parameters, and item sequences that result from the Services.

**1.2 Assessment System:** means, to the extent included in an applicable Schedule, the following assessment, reporting, and administration systems: (i) MAP® Growth; (ii) MAP® Skills; or (iii) MAP® Reading Fluency, each a product (“Product”). Assessment System excludes Subscriber’s operating environment and any other systems not within NWEA’s control.

**1.3 Content:** means test items, including images, text, graphs, charts, and pictures.

**1.4 Deidentified Data (Pseudonymized Data):** means a Student Education Record processed in a manner in which the Student Education Record can no longer be attributed to a specific student without the use of additional information, provided that such additional information is kept separately using technical and organizational measures.

**1.5 Documentation:** means Product documentation made available to Subscriber by NWEA, which includes technical manuals, but excludes any marketing materials or brochures.

**1.6 FERPA:** means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.

**1.7 GRD:** means the Growth Research Database used to generate longitudinal studies, alignment studies, linking studies, norming studies, and other research reports that Subscriber and other subscribers may receive, provided that other subscribers do not receive Subscriber Student Education Records.

**1.8 NWEA Confidential Information:** means all NWEA non-public, proprietary or confidential information, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as confidential, including without limitation all NWEA Content, test scripts, Master Subscription Agreement - Domestic

underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Services, including updates, enhancements, modifications, and improvements.

**1.9 Reporting:** means Product reports, learning statements, research studies, and scoring.

**1.10 Schedule:** means one or more applicable order schedules or other order documents, including, upon renewal, any confirmation page generated by NWEA’s online account renewal portal, which are considered incorporated into this Agreement

**1.11 Security Breach:** has the meaning ascribed to that term by the applicable state law, or, if not defined by state law, means actual evidence of a confirmed unauthorized acquisition of, access to, or unauthorized use of any Student Education Record(s).

**1.12 Services:** means the Assessment System, Content, Documentation, Product training, professional learning, Reporting, Software, GRD, and other services as described in this Agreement and set forth in an applicable Schedule.

**1.13 Software:** means (i) any web-based or client-server software made available to Subscriber by NWEA; (ii) a lockdown browser sublicensed through NWEA from a third party that facilitates access to the Services; (iii) NWEA software that supports client server assessments; and (iv) any other software set forth in the Supplemental Terms.

**1.14 Student Education Record:** means personally identifiable information of Subscriber’s students as defined by FERPA and any applicable state law.

**1.15 Supplemental Terms:** means the Services-specific terms available at <http://legal.nwea.org/supplementalterms.html> which are incorporated herein by reference.

**1.16 Systems Administrator:** means the Subscriber-designated individual who, within the Assessment System, is authorized to: (i) modify assessment preferences for Subscriber; (ii) create and modify user profiles for roles including lead roles (i.e. data administrator, assessment coordinator); and (iii) declare testing complete for Subscriber.

**2. Grant of License.** NWEA grants to Subscriber a nonexclusive, nontransferable, limited license to access, use, display, and install or download a copy, as needed, of the Services solely for Subscriber's internal use. The license is effective for a period of one (1) year commencing on the date NWEA makes the Software available to Subscriber, unless otherwise specified in an applicable Schedule. The Services extend only to the quantity indicated on an applicable Schedule. Subscriber acknowledges Product limitations on the number of test events per academic year (see Supplemental Terms).

**3. Protection from Unauthorized Use or Access.** Subscriber shall not: (i) copy, distribute, reproduce, resell, publish, license, create derivative works, transfer, rent, lease, or sublicense any or all of the Services; (ii) exploit for any commercial purposes any portion of the Services or permit use of the Services by anyone not employed by or under the control of Subscriber; (iii) remove any proprietary notices or labels from the Services; (iv) use the Services in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, the Services. Subscriber shall use reasonably secure measures to prevent unauthorized use (e.g., copying test items) by its end users. Further, Subscriber shall reproduce all copyright, trademark, and other proprietary notices and legends on each copy, or partial copy, of the Services. Subscriber will deactivate and remove from any equipment under its control any prior versions of the Services.

**4. Ownership.** The Services are owned and copyrighted by NWEA and are licensed through this Agreement to Subscriber, except certain Software is sublicensed from an NWEA supplier. All right, title, and interest in the Services and all copies, updates, enhancements, modifications, and improvements, along with all associated intellectual property rights, remain with NWEA, regardless of either: (i) the source giving rise to the intellectual property; or (ii) any modifications or adaptations made for the benefit of Subscriber. The Services, and all updates, enhancements, modifications, and improvements, are protected by United States and international intellectual property laws and treaties. Subscriber is not granted any license to use NWEA's or its suppliers' trade or service marks. Additionally, NWEA retains all right, title, and interest in its trade and service marks. Subscriber shall allow NWEA to use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the Services, which does not include any Student Education Records. Subscriber grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions, or contributions provided by Subscriber with respect to the Services.

**5. NWEA Confidential Information.**

Subscriber shall not use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose NWEA Confidential Information: (i) to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure; and

(ii) as required by applicable federal, state, or local law, regulation, or a Legal Order. Before making any disclosure under Section 5(ii), Subscriber shall provide NWEA: (a) prompt written notice of such requirement so that NWEA may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at NWEA's cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required in this Section, the Subscriber remains subject to a Legal Order to disclose any NWEA Confidential Information, the Subscriber (or its representatives or other persons to whom such Legal Order is directed) may disclose no more than that portion of the NWEA Confidential Information which, on the advice of Subscriber's legal counsel, specifically requires the Subscriber to disclose. For any such disclosure, Subscriber shall use best efforts to obtain written assurances from the applicable court or agency that such NWEA Confidential Information will be afforded confidential treatment.

**6. Student Education Records.**

**6.1 Privacy - Student Education Records.** Subscriber and NWEA shall comply with all applicable federal and California laws and regulations regarding use, access, and disclosure of Student Education Records. The foregoing obligation includes but is not limited to, compliance with FERPA, the California Student Online Personal Information Protection Act, California Education Code section 49073.1, the Children's Online Privacy Protection Act and Subscriber's policies regarding parental and guardian consents required for NWEA and its contractors to provide Services to Subscriber under this Agreement. NWEA and Subscriber acknowledge that NWEA will collect, use and disclose Student Education Records consistent with the [NWEA Privacy Policy – Assessment System](#) attached hereto as Attachment 1. Notwithstanding any provision in the NWEA Privacy Policy – Assessment System, NWEA may only disclose Student Education Records under the following circumstances:

- NWEA may share Student Education Records with third-party contractors to support the use of the Assessment System by Subscriber. NWEA utilizes a cyber supply chain risk management (SCRM) review process for third parties. The primary objective of the cyber SCRM is to identify and assess external parties to ensure

they meet or exceed NWEA's security profile (based on the NIST Cybersecurity Framework). As a part of this process, third parties are contractually committed to protect the availability, confidentiality, and integrity of Student Education Records as required by law and NWEA's Privacy Policy – Assessment System. Third parties are prohibited from engaging in targeted advertising and any other use beyond support of the Assessment System. A list of third-party contractors that maintain or have access to Student Education Records is available to Subscribers upon written request.

- NWEA may share Student Education Records if it is required to do so by law or legal process, such as to comply with a valid court order or subpoena. If permitted under the valid court order or subpoena, NWEA shall notify Subscriber of such court order or subpoena prior to disclosing or producing any Student Education Record pursuant to the court order or subpoena to enable Subscriber to seek a protective order.
- NWEA may sell, transfer, or otherwise share some or all its assets, including NWEA's license to use Student Education Records it collects to perform the services under its agreement with Subscriber, in connection with a merger, acquisition, reorganization, sale of assets, or in the event of bankruptcy, in which case the successor entity is subject to the same commitments set forth in this Agreement and NWEA's Privacy Policy – Assessment System.
- NWEA may share Student Education Records with third parties that a Subscriber has authorized in advance in writing.
- NWEA may also disclose Student Education Records to its legal counsel solely in connection with legal advice and subject to executed confidentiality agreements.

If any of the terms or provisions set forth in the NWEA Privacy Policy – Assessment System conflict with the terms or provisions of this Agreement, the terms and provisions of this Agreement shall prevail.

**6.2 Subscriber's Ownership of Student Education Records.** Subscriber owns the Student Education Records and Student Education Records are under Subscriber's control.

**7. FERPA and Education Code section 49073.1.** In accordance with FERPA, NWEA

may maintain and use Student Education Records to perform the Services for the Subscriber and may disclose Anonymized Data to third parties for legitimate educational research. Subscriber is responsible for any notices to parents required under FERPA and for providing parents/guardians and eligible students with an opportunity to inspect and challenge the contents of a Student Education Record. NWEA will not use or disclose any information in any Student Education Record or amass a profile about a student for any purpose other than those required under the law or specifically permitted or required by this Agreement. NWEA will not sell any student's personally identifiable information or use personally identifiable information in any Student Education Record to engage in targeted advertising. To the extent consistent with the functionality of the NWEA Services, students may retain possession and control of their own student-generated content and transfer student-generated content to a personal and/or family account (to be paid for by the student or parent/guardian separately), by submitting a written request to NWEA. In the event of a security breach of any privacy or security measures described herein or an unauthorized disclosure of one or more Student Education Records that has become known to NWEA, NWEA will notify the Subscriber thereof in writing in accordance with applicable California law or without reasonable delay, whichever is sooner, and use commercially reasonable efforts to remedy such breach. NWEA has implemented a security program to protect the personally identifiable information it collects from loss, misuse, and unauthorized access, disclosure, alteration, and destruction. Its security measures include the designation and training of responsible individuals and are designed to protect personal information, to limit the dissemination of personal information to only designated staff or third-party vendors as is reasonably necessary to the provision of the NWEA Services and/or Software. If NWEA receives a request from a parent/guardian or eligible student challenging the content of a Student Education Record maintained by NWEA, NWEA shall contact Subscriber to validate the identity of the parent or guardian and student and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct the erroneous Student Education Record as directed by Subscriber in writing. This provision shall survive termination of the Agreement until Subscriber Student Education Records are deleted.

**8. GRD.** Subscriber authorizes NWEA to use Student Education Records in the GRD, commencing on the Effective Date or upon the date that Subscriber used or ordered Services, whichever is earlier. Except as expressly permitted under the terms of this Agreement, NWEA will not disclose or distribute any Student Education Record in or through the GRD to any user, subscriber, person or entity other



than the Subscriber. NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Agreement survive the termination of this Agreement and any renewals. As described in Section 15, NWEA will maintain Student Education Records after termination of this Agreement for Services which may include, but are not limited to, Subscriber's access to Reporting and research-related Services and to validate the authenticity of data in such Reporting. If NWEA receives Subscriber's written request to opt out of participation in the GRD, NWEA will deidentify Student Education Records in the GRD. As a result of opting out of the GRD, certain research reports are unavailable to Subscriber due to the inability to accurately link student data with research data. Subscriber's written request must be sent via email to [legalservices@nwea.org](mailto:legalservices@nwea.org) and include the following: (i) requestor's name, title and contact information; (ii) the name of requesting school or entity with NCES #; (iii) a request to deidentify Student Education Records in the GRD; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request.

## **9. Security and Privacy Obligations.**

### **9.1 Subscriber Responsibilities.**

Subscriber is solely responsible for configuring role-based access for its employees and authorized third parties to Student Education Records within the Assessment System and for ensuring the security and availability of Subscriber's own passwords, computers, computer networks, and internet connections, including security patches, choice of browser and browser configuration settings to be used with the Assessment System, email, and other transmissions. Subscriber acknowledges that its Systems Administrator controls the access and security points of the Assessment Systems. Annually, Subscriber shall remove any inactive Systems Administrators and confirm to NWEA the names of its active Systems Administrators. The Assessment System may contain mechanical or electronic methods to prevent unauthorized use or distribution of the Services. Subscriber shall not disable or circumvent such control devices. Subscriber acknowledges that the validity and accuracy of the Reporting depends upon the accuracy and completeness of the class roster file Subscriber submits.

### **9.2 NWEA Responsibilities.**

Subject to the limitations of warranty set forth in Section 18 of the Agreement, NWEA shall implement administrative, physical, and technical safeguards to protect Student Education Records from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices to protect the confidentiality, integrity, and availability of Student Education Records. NWEA has an incident response program that specifies the actions to be taken in the event of a Security Breach. NWEA shall

notify Subscriber by email or telephone in accordance with applicable state law or without unreasonable delay, whichever occurs sooner, after a Security Breach. In the event of a Security Breach, Subscriber shall cooperate fully with NWEA so that NWEA can comply with its notification obligations to the affected parent(s), legal guardian(s), eligible student(s), or any other parties for which notification by NWEA is required under applicable state law. More information regarding NWEA's information security program can be found in our [MAP@ Growth™ Security Whitepaper](#).

**10. Fees and Taxes.** Subscriber shall pay the fees set forth on the applicable Schedule. Subscriber is solely responsible for any personal property taxes, value added taxes, local licensing fees, or local taxes related to or resulting from NWEA's delivery of Services under this Agreement. If Subscriber is a tax-exempt entity, Subscriber shall send NWEA written evidence of such tax exemption and any other documentation as NWEA may reasonably request related to assessing taxes applicable to Subscriber. Unless otherwise required by applicable laws governing the activities of Subscriber pursuant to this Agreement, the Subscriber shall collect, withhold, or otherwise pay all taxes, charges and financial assessments charged to Subscriber under this Agreement by any local, regional, or national government agency which are due and payable in the country where the Subscriber is located.

### **11. Billing; Payment; and Orders.**

Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber. NWEA shall send an invoice based on the applicable Schedule to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at [accountsreceivable@nwea.org](mailto:accountsreceivable@nwea.org) for wire transfer instructions. If Subscriber overestimates the number of students tested, NWEA is not obligated to refund any fees. If, however, Subscriber underestimates the number of students tested, NWEA may submit an amended invoice to capture the additional students tested, and Subscriber shall pay the variance within 30 days of the amended invoice date. Any purchase order, credit card order, or other order document with sufficient information for NWEA to process the order that is accepted by NWEA will be governed by this Agreement, provided however, the terms and conditions in any purchase order accepted by NWEA shall not be binding upon NWEA and shall not modify the terms of this Agreement.

### **12. Amendments and Renewals.**

Notwithstanding anything to the contrary, terms of any purchase orders or written authorizations issued by Subscriber or any other communications which are additional to or inconsistent with this Agreement are not binding unless NWEA expressly assents to such terms

in writing. Such renewals and expansions are governed by this Agreement (including all NWEA order forms). The conditions of payment described in Sections 10 and 11 apply to all renewals and expansions. Subscriber shall make all payments under this Agreement to NWEA.

**13. Product Training.** If Subscriber is new to the Services, Subscriber's teachers and staff administering the Services must, at Subscriber's cost, participate in NWEA introductory product training before testing begins (e.g. MAP Admin Workshop if Subscriber subscribes to MAP Growth or Client Server MAP). Before testing commences, Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training. If Subscriber experiences staff change that affects the administration of the Services, Subscriber shall promptly notify NWEA in writing. NWEA may require Subscriber to send any new staff to introductory NWEA product training.

**14. Publicity.** Subscriber consents to NWEA's use of and references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials. Subscriber may revoke its consent in writing for NWEA's use of Subscriber's name at any time and for any reason or no reason at all, and such consent will automatically terminate upon expiration or termination of this Agreement.

**15. Termination and Remedies.** This Agreement remains in effect until terminated in accordance with this section. Either party may terminate by providing the other party thirty (30) days written notice of its intent to terminate for convenience. If NWEA terminates this Agreement without Good Cause, as defined below, Subscriber shall be entitled to and NWEA shall provide Subscriber with a pro-rata refund of any costs, fees or charges paid to NWEA by Subscriber for the Services or Software under this Agreement and/or the Schedule from the date of termination to the end date specified in the applicable Schedule. If NWEA terminates this Agreement for Good Cause as defined below, NWEA is under no obligation to refund any fees paid by Subscriber for the Services. "Good Cause" exists when the Subscriber commits a material breach of this Agreement and, in the case of a material breach capable of being cured, fails to cure that breach within thirty (30) days after the receipt of a request in writing to cure such breach. Either party may seek any legal or equitable remedy available against the other party for material breach of the terms of this Agreement, including without limitation, injunctive relief and specific performance. After termination of the Agreement, NWEA shall continue to maintain Student Education Records until: (i) NWEA receives Subscriber's written request to destroy Student Education Records via email to [legalservices@nwea.org](mailto:legalservices@nwea.org) that includes requestor's name, title, contact information, name of requesting school or entity with NCES #, and attestation that Subscriber is duly authorized and has legal capacity

to execute the request; and (ii) NWEA confirms the information in Subscriber's written request. Thereafter, NWEA shall destroy the Student Education Records without undue delay or as otherwise required under applicable state law. Subscriber understands and agrees that if NWEA destroys Subscriber's Student Education Records, NWEA will not be able to provide such data to Subscriber after its destruction.

**16. Support.** NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services.

**17. Scheduled Maintenance.** NWEA has system maintenance periods throughout the year that affect Subscriber's use of the Services, including Subscriber's ability to (i) upload or download student and test data; (ii) access Reporting; or (iii) interact with any of NWEA's websites. NWEA provides notice of regularly scheduled maintenance at NWEA.org (<https://www.nwea.org>). NWEA may perform emergency maintenance at any time without notice.

**18. Limited Warranty.**

**18.1 Performance Warranty.**

NWEA warrants, during the subscription period, that the Product(s), as delivered by NWEA and when used in accordance with the Documentation and the terms of this Agreement, will substantially perform in accordance with the Documentation. If any Product does not operate as warranted and Subscriber has provided written notice of the non-conformity to NWEA within thirty (30) days of discovery of such non-conformity, NWEA shall at its option (i) repair the applicable Product; (ii) replace the applicable Product with a system of substantially the same functionality; or (iii) terminate the license to the non-conforming Product and provide Subscriber a pro-rata refund representing the portion of any fees previously paid for the unused portion of the terminated license for such Product measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Assessment System resulting from (a) use of the Assessment System in a manner not in accordance with the Documentation except as otherwise authorized in writing by NWEA; (b) modifications or enhancements to the Assessment System made by or on behalf of Subscriber except as otherwise authorized in writing by NWEA; (c) combining the Assessment System with products, software or devices not provided by NWEA; (d) improper or inadequate maintenance of Subscriber's own computers, computer networks, operating environment, security programs, and internet connections; or (e) computer hardware malfunctions, unauthorized repair, accident, or abuse.

**18.2 Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 18, TO THE MAXIMUM EXTENT**



PERMITTED BY APPLICABLE LAW, THESE SERVICES ARE PROVIDED “AS-IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE OR USE; (iii) QUALITY; (iv) PRODUCTIVENESS; OR (v) CAPACITY, OR THAT THE OPERATION OF THE SERVICES IS ERROR-FREE. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA’S REASONABLE CONTROL; OR (b) RESULTING FROM ANY ACTION OR INACTION OF SUBSCRIBER OR ANY THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS. NWEA CANNOT CONTROL PERFORMANCE OF THE SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA’S NETWORK OR OVER THE INTERNET, WHICH DEPEND IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRDPARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER’S CONNECTIONS TO THE INTERNET. ALTHOUGH NWEA USES COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. THE REMEDIES SET FORTH IN THIS SECTION 18 ARE SUBSCRIBER’S SOLE AND EXCLUSIVE REMEDIES AND NWEA’S SOLE AND EXCLUSIVE LIABILITY REGARDING THE PRODUCTS AND SERVICES FAILURE TO PERFORM AS WARRANTED IN THIS SECTION 18.

19. **Limitation of Liability.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT IS EITHER PARTY LIABLE TO THE OTHER PARTY FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 20, EACH PARTY’S ENTIRE LIABILITY UNDER THIS AGREEMENT IS LIMITED

TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE PRODUCT IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THIS LIMITATION ALSO APPLIES TO NWEA’S DEVELOPERS AND SUPPLIERS OF THE SERVICES AND IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**20. Indemnification.**

**20.1 By Subscriber.** Except to the extent limited by applicable law, Subscriber shall indemnify, defend, and hold harmless NWEA and NWEA’s officers, directors, and employees from and against any third party claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding (“Claims”) arising from (i) any breach of this Agreement by Subscriber or any of its employees or agents; (ii) any violation of applicable California or federal law or regulation by Subscriber or any of its employees or agents relating to the Services or Software. NWEA must notify Subscriber promptly in writing of the Claim. NWEA must also give Subscriber sole control over its defense and settlement. NWEA shall provide Subscriber with reasonable assistance in defending the claim. Nothing in this section obligates Subscriber to indemnify NWEA from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of NWEA, its officers, employees, or agents..

**20.2 By NWEA.**

Except to the extent limited by applicable law, NWEA shall indemnify, defend, and hold harmless Subscriber and Subscriber’s officers, directors, and employees, from and against any Claims arising from any violation of applicable California or federal law or regulation by NWEA or any of its employees or agents relating to the Services or Software.

If all the conditions in this section are met, NWEA shall also (i) defend Subscriber against claims made by an unaffiliated third party that the Assessment System infringes its US patent, copyright, or trademark (“Infringement Claim”); and (ii) pay the amount of any resulting adverse final judgment against Subscriber (after any appeals) or settlement to which NWEA consents.

**20.2** Subscriber must notify NWEA promptly in writing of the Claim. Subscriber must also give NWEA sole control over its defense and settlement. Subscriber shall provide NWEA with reasonable assistance in defending the Claim. NWEA’s obligations to indemnify Subscriber for Infringement Claims under this Section will not apply to the extent the

Infringement Claim (or adverse final judgment) is based on: (a) Subscriber using the Assessment System after NWEA has informed Subscriber to discontinue use due to such an Infringement Claim; (b) the combination or use of the Assessment System with non-NWEA information, data, or materials except as otherwise authorized in writing by NWEA; (c) modification of the Assessment System except as otherwise authorized in writing by NWEA; (d) use of NWEA's trademark(s) without express written permission; or (e) Subscriber's acts or omissions which result in an Infringement Claim under this Section. If NWEA receives information about an Infringement Claim under this Section related to the Assessment System in whole or in part, NWEA may do any of the following, at its discretion and expense: (i) procure the right to continue its use; (ii) replace the infringing portion of the Assessment System with a functional equivalent; (iii) modify the infringing portion of the Assessment System to make it non-infringing (if NWEA does this, Subscriber will stop using the allegedly infringing portion of the Assessment System immediately); or (iv) terminate this Agreement. Notwithstanding anything to the contrary, NWEA's commitment under this Section is Subscriber's exclusive remedy for third-party Infringement Claims. Nothing in this section obligates NWEA to indemnify Subscriber from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Subscriber, its officers, employees, or agents.

**21. Evaluation License.** This Section 21 applies if NWEA has provided the Services (including but not limited to Assessment System, Reporting, and/or Software) to Subscriber for evaluation purposes. NWEA grants Subscriber a thirty (30) day (or as otherwise indicated by NWEA in writing) limited license to use such Services solely for the purposes of evaluation. NWEA is not obligated to provide support for the evaluation Services. **SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED FOR EVALUATION MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED FEATURES, AND HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NWEA IS PROVIDING THE SERVICES "AS IS", AND NWEA DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 21 AND OTHER TERMS OF THIS AGREEMENT, THIS SECTION 21 WILL SUPERSEDE SUCH TERMS WITH RESPECT TO THE SERVICES**

LICENSED TO SUBSCRIBER FOR EVALUATION PURPOSES.

**22. Miscellaneous.**

**22.1 Force Majeure.** Neither party is liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial dispute, act of nature, computer-related crimes (including, but not limited to, denial of service attacks), epidemic, act or omission of a third-party vendor or supplier, equipment failure, public enemy of government, failure of telecommunications, system malfunction, or other casualty.

**22.2 Waiver and Severability.** Waiver of any default or breach under this Agreement by either party does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, the parties intend that the remainder of this Agreement nevertheless remains in full force and effect. Upon a determination that any term or provision is illegal or unenforceable, the court may modify this Agreement to affect the original intent of the parties as closely as possible.

**22.3 No Third-party Beneficiaries.** The parties do not intend to confer any right or remedy on any third party.

**22.4 Survival.** The following sections survive any termination of this Agreement or the termination of any license granted under this agreement: 1, 3, 4, 5, 6, 7, 8, 9.1, 14, 15, 18, 19, 20.1, 22.2, 22.3, 22.4, 22.5, 22.9, 22.10, 22.11, and 22.12.

**22.5 Entire Agreement; Order of Precedence.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement apply to all order documents, including but not limited to purchase orders and credit card orders, accepted by NWEA, and this Agreement will supersede any inconsistent or different pre-printed terms of any such order document. If there is a conflict among any of the terms of this Agreement, the parties intend that it be resolved by giving precedence to Agreement documents in the following order (i.e. the earlier listing governing the later): (i) any Supplemental Terms to the extent related to Services described in an applicable Schedule; (ii) this Agreement without any Schedules or Supplemental Terms; (iii) the most recent Schedule; followed by (iv) any other Schedules in reverse chronological order. This Agreement shall only be modified by a written document expressing an intent to modify this Agreement signed by an authorized representative from each party. NWEA shall provide 30 days prior

written notice of any material changes to the Privacy Policy – Assessment System.

**22.6 Assignment.** Subscriber may not assign this Agreement to any third party without the prior written consent of NWEA, which consent shall not be unreasonably withheld.

**22.7 Binding.** This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.

**22.8 Merger or Sale of NWEA.** If either (i) NWEA and a third-party merge; or (ii) NWEA is sold to a third party, then the surviving or resulting entity shall maintain the Student Education Records in accordance with this Agreement, if the entity is subject to this Agreement.

**22.9 Representation of Signatories.** Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective party.

**22.10 Notices.** Any notice required under this Agreement shall be in writing and effective when (i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (iv) delivered by email to an email address designated by the recipient, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this section.

**22.11 Controlling Law and Venue.** Unless the law of the jurisdiction where Subscriber is domiciled requires otherwise, the parties intend that this Agreement be construed and controlled by the laws of the State of California, U.S.A., without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary, the United Nations Convention on Contracts for the International Sale of Goods, Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this Agreement. Any litigation arising out of this Agreement must be conducted in courts located in Contra Costa County, California.

**22.12 Attorney Fees.** If any lawsuit is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim may recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

**22.13 Counterparts.** The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

**22.14 Vendor Status and Independent Contractor.** NWEA provides Services within its normal business operations and operates in a competitive environment. The Services constitute a vendor relationship, as defined by OMB Circular A-133 and, therefore, any monies to pay for this Agreement are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees are Subscriber's employees. Nothing contained in this Agreement creates or implies an agency relationship, joint venture, or partnership between the parties.

**22.15 UK Bribery Act.** Each party agrees to comply with the UK Bribery Act. Subscriber acknowledges and agrees that Subscriber has not received, requested, been offered, agreed, paid or promised, any offer, promise or gift of any financial or other advantage from and to any person that would constitute a violation under the UK Bribery Act, or which would have influenced or secured any business or other advantage to NWEA.

**22.16 Insurance.** Without in anyway limiting NWEA's liability pursuant to the Agreement, NWEA will maintain policies of workers compensation, automobile liability, general liability, professional liability and errors and omissions insurance applying to the Services provided by NWEA to Subscriber for the entire duration of the term of the Agreement. If any policies are written on a claims-made form, NWEA agrees to maintain such coverage continuously throughout the term of the Agreement and, without lapse, for a period of at least one year beyond the expiration of the term, such that should occurrences during the term give rise to claims made after expiration of the term, such claims shall be covered. NWEA's workers compensation insurance policy as required by this Agreement shall meet the minimum legal requirements and include employer's liability insurance in the amount \$1,000,000 per accident for bodily injury and disease. Such insurance (other than workers' compensation) shall have a minimum combined single limit of liability of no less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of at least two million dollars (\$2,000,000). Such insurance shall be issued by an insurance company or companies authorized to engage in such insurance business in the State of California and rated not less than A-VIII in Best's Insurance Guide, unless otherwise agreed by Subscriber in writing. NWEA shall maintain a policy of cyber liability coverage, with a minimum combined single limit of liability of no less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of at least two million dollars (\$2,000,000). NWEA shall provide thirty (30) days advance written notice to Subscriber of cancellation, non-renewal or reduction in coverage. General Liability and Business Automobile Liability policies must provide the

following: (1) name as Additional Insured Making Waves Academy, its Board, officers, directors, authorized volunteers, agents, and employees and the Contra Costa County Office of Education; and (2) that such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought. Before any payment is due to NWEA by Subscriber, NWEA must provide Subscriber with the certificates of

insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) as applicable, evidencing all coverages set forth above and shall furnish complete copies of policies promptly upon Subscriber request. NWEA also understands and agrees that Subscriber may withhold payment for services or products for any violation of or noncompliance with these insurance obligations.

**NWEA:**

**Making Waves Academy, Inc.:**  
**4123 Lakeside Dr**  
**San Pablo, CA 94806**

By: \_\_\_\_\_  
Geri Cohen, CFO & EVP, Corporate Services

By: \_\_\_\_\_

Printed Name:  
\_\_\_\_\_

Title:  
\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Attachment 1

### To Master Subscription Agreement

## NWEA Privacy Policy - Assessment System

### Introduction

NWEA recognizes the importance of protecting the privacy and security of its Subscribers and Users of the Assessment System. The purpose of this Privacy Policy ("Policy") is to inform Subscribers and Users of NWEA's policies and procedures regarding the collection, use, and disclosure of Student Education Records, Deidentified Data, and Anonymized Data. Nothing in this Policy grants any Subscriber or User the right to use or access the Assessment System. Subscribers and Users only have the right to use and access the Assessment System as set forth in the agreement(s) entered into between a Subscriber and NWEA (the "[Master Subscription Agreement](#)"). By using the Assessment System, Subscribers and Users agree to this Policy.

### Definitions

"Use" means Subscriber's students, teachers, administrators, and other individuals licensed to use the Assessment System under the Master Subscription Agreement.

"Assessment System" means MAP® Growth™ and MAP® Skills™.

Except as set forth in this Policy, all other capitalized terms in this Privacy Policy shall have the meaning set forth in the Master Subscription Agreement between the parties, which can be found [here](#).

### Subscriber Control and Choices Regarding Student Education Records

The collection, input, use, retention, disposal, and disclosure of Student Education Records by Users via the Assessment System are controlled solely by the Subscriber. The Subscriber is responsible for providing all necessary notices and obtaining all necessary consents from Users to collect, use, disclose, and submit the Student Education Records via the Assessment System for NWEA to use in accordance with the Master Subscription Agreement, including, if applicable, any notices and/or consents required under the Federal Educational Records Privacy Act (FERPA), the Children's Online Privacy Protection Act (COPPA) and applicable international laws, including, but not limited to, the General Data Protection Regulation (GDPR)

NWEA will not delete, change, or divulge any Student Education Records from its Assessment System controlled by the Subscriber except as outlined in this Policy. If a User has questions regarding control of Student Education Records related to the Assessment System licensed by the Subscriber, then User shall contact User's applicable school, district, or educational entity (i.e. Subscriber). If a User desires to revoke User's consent or "opt-out" of a particular use of User's Student Education Records, User shall contact User's applicable school, district, or educational entity. If NWEA receives a request from a User to "opt-out" it shall forward the request to the applicable school, district, or educational entity for handling. The applicable school, district, or educational entity is solely responsible for handling the User's "opt-out" in the Assessment System.

### Information Collected & Maintained

NWEA collects and maintains the following information:

- Usage Details. When Users access the Assessment System, NWEA may automatically collect certain details of the User's access to and use of the Assessment System, including traffic data, geographic location data, logs and other communication data, and the resources that Users access and use on or through the Assessment System. This information is Anonymized Data
- Cookies (or mobile cookies). A cookie is a small file placed on computing devices such as computers, tablets, and smartphones. NWEA may use cookies to collect usage details for authentication purposes.

For authentication purposes, cookies allow Users to navigate across multiple parts of the Assessment System without needing to re-authenticate. It may be possible to refuse to accept cookies by activating the appropriate setting on the computing devices. However, selection of these settings may disable access to certain parts of the Assessment System. The information collected via cookies is Deidentified Data. NWEA does not use Deidentified Data from cookies to identify Users. Data from cookies may be collected by NWEA using Google Analytics™ or other third-party tools in the Assessment System. Google Analytics™ and these other third-party tools do not collect, store, transit, use, or have access to Student Education Records.

- Web Beacons. A web beacon is a small electronic file such as a clear gif, pixel tag, or single-pixel gif. NWEA may use web beacons to collect usage details. It may be possible to refuse to accept web beacons by activating the appropriate setting on the computing devices. However, selection of these settings may disable access to certain parts of the Assessment System. The information collected via web beacons is Anonymized Data that is aggregated. Data from web beacons may be collected by NWEA using Google Analytics™ or other third-party tools in the Assessment System. Google Analytics™ and these other third-party tools do not collect, store, transit, use, or have access to Student Education Records.
- Device Information. NWEA may collect information about a User's computing device, mobile device, and network or Internet connection; including the device's unique device identifier, IP address, operating system, browser type, geographic location, and mobile network information. This information is Anonymized Data that is aggregated.
- Information input by Users. As part of the rostering process, Users may provide Student Education Records to the Assessment System that may include:
  - First, Last, and Middle Name;
  - Date of Birth;
  - Student Identification Number;
  - Personal Characteristics (which may, but does not always, include race, grade, ethnicity, gender, nationality, and language);
  - Economically Disadvantaged Status;
  - English Language Learner or Migrant Status;
  - Homeless Status;
  - Disability, Accessibility, or Accommodation Status;
  - Email Address
  - Name of School and Date of Enrollment;
  - Telephone Number; and
  - Assigned Courses and Instructors.
- Information generated from using the Assessment System. Users' use of the Assessment System generates Deidentified or Anonymized Data, which may include:
  - Assessment scores;
  - Assessment responses and response times;
  - Item responses and response times;
  - Growth and norming information; and
  - Assessment interaction behavior such as completed, paused, suspended, or terminated tests.

### **Use of Information Collected**

NWEA only uses the information, including Student Education Records, it collects pursuant to this Policy and the Master Subscription Agreement. The most common of those uses are as follows:

- To provide Subscribers and Users with access to the Assessment System and its contents and any other information, products, or services that Subscriber requests from NWEA;
- To communicate with Users as necessary to fulfill NWEA's obligations to Subscribers;
- To provide Subscriber with notices about its account, including expiration and renewal notices;
- To carry out the Subscriber's and NWEA's respective obligations and enforce NWEA's rights arising from the Master Subscription Agreement, including for billing and collection;
- To notify Subscriber of changes to any products or services NWEA offers or provides;

- To improve performance, availability, and functionality of the Assessment System.
- To estimate Subscriber size and usage patterns; and
- To store information about Subscriber preferences, allowing NWEA to customize its services.

### **Deidentified and Anonymized Data**

NWEA aggregates information it collects, including Deidentified and Anonymized Data, and uses such aggregated information and other non-personally identifiable information it collects as follows:

- To conduct legitimate educational research or produce aggregate statistical studies and analysis related to NWEA's products and services, by NWEA or third parties, as an added benefit to NWEA's Subscribers, which may be distributed publicly (e.g., norming studies, research papers, etc.);
- For third party legitimate educational research;
- To improve performance, availability, and functionality of the Assessment System;
- To state educational agencies for legitimate educational purposes; and
- For general research and to develop new products, features, and technologies.

### **Disclosure of Student Education Records**

NWEA agrees to adhere to the disclosure requirements under FERPA and will not disclose any Student Education Records from the Assessment System to any third-party except as set forth in this Policy or as allowed by applicable law.

Generally, NWEA may disclose Student Education Records under the following circumstances:

- NWEA may share Student Education Records with third-party contractors to support the Assessment System. NWEA utilizes a cyber supply chain risk management (SCRM) review process for third parties. The primary objective of the cyber SCRM is to identify and assess external parties to ensure they meet or exceed NWEA's security profile (based on the NIST Cybersecurity Framework). As a part of this process, third parties are contractually committed to protect the availability, confidentiality, and integrity of Student Education Records. Third parties are prohibited from engaging in targeted advertising and any other use beyond support of the Assessment System. A list of third-party contractors that maintain or have access to Student Education Records is available to Subscribers upon written request.
- Consistent with 20 U.S.C. 1232g(b), 34 C.F.R 99.31(a)(9) and other applicable law, NWEA may share Student Education Records if it is required to do so by law or legal process, such as to comply with a court order or subpoena. If required by applicable law and permitted under the court order or subpoena, NWEA shall notify Subscriber of such court order or subpoena.
- NWEA may sell, transfer, or otherwise share some or all its assets, including NWEA's license to use Student Education Records it collects to perform the services under its agreement with Subscriber, in connection with a merger, acquisition, reorganization, sale of assets, or in the event of bankruptcy, in which case the successor entity is subject to the same commitments set forth in this Policy.
- NWEA may share Student Education Records with third parties that a Subscriber has authorized in advance in writing.
- NWEA may also disclose Student Education Records to its legal counsel solely in connection with legal advice and subject to executed confidentiality agreements.

NWEA does not sell Student Education Records to third parties for their commercial use and does not use such data to target advertisement at students. NWEA does not share, sell, rent, or transfer Student Education Records other than as described in the Master Subscription Agreement and this Policy.

NWEA does not publicly disseminate Student Education Records submitted by Users. NWEA permits Users to share comments and feedback in the Assessment System. NWEA does not publicly disseminate those comments and feedback outside of the Assessment System. Third-parties are prohibited from storing Student Education Records outside the borders of the United States of America.

## **Erasure, Rectification, Access & Portability of Student Education Records**

Users or parents of such Users (if a User is a minor) may review and amend Student Education Records of such User by contacting the Subscriber and following the Subscriber's procedures for amending such User's Student Education Records. NWEA will not make any changes to any Student Education Records without the applicable Subscriber's express written permission, and then, only in accordance with applicable law.

## **Security**

NWEA develops and implements privacy and information security measures aligned to NIST Cybersecurity Framework to protect the confidentiality, integrity, and availability of partner personal data. In doing so, personal data is stored and processed in a manner that is designed to ensure the appropriate security of Student Education Records, including protection against unauthorized or unlawful processing and against accidental loss, destruction, or damage, using appropriate technical and organizational measures. Further information on NWEA's data security measures can be found here: <https://legal.nwea.org/map-growth-information-security-whitepaper.html>.

Please be aware that despite NWEA's efforts, no data security measures can guarantee 100% security. Users should take steps to protect against unauthorized access to their password, phone, and computer by, among other things, signing off after using a shared computer, choosing a robust password that nobody else knows or can easily guess, and keeping your log-in and password private. NWEA is not responsible for any lost, stolen, or compromised passwords or for any activity on a User's account via unauthorized password activity.

## **Data Retention & Destruction**

NWEA retains Student Education Records for the length of time necessary to meet NWEA's contractual and legal commitments to Subscribers. These commitments generally extend past the end date of contractual agreements as Subscribers may need continued access to Student Education Records and educational data for reporting; and many Subscribers resume their subscriptions later and want their historical Student Education Records intact for longitudinal growth studies or legal compliance. All Student Education Records are stored in facilities located within the borders of the United States of America.

NWEA honors Subscribers' requests to delete Student Education Records. To request that Student Education Records relating to a particular Subscriber and/or User(s) be deleted, Subscriber shall send a written request to NWEA via email to [legalservices@nwea.org](mailto:legalservices@nwea.org) and include the following: (i) requestor's name, title, and contact information; (ii) the name of requestor's school or entity with NCES number (if available); (iii) a request to delete Subscriber's Student Education Records; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request. NWEA will subsequently contact Subscriber to confirm the destruction request before executing the destruction request. NWEA retains Anonymized Data indefinitely for the purposes stated in this Policy.

## **Links to Third-Party Websites and Services**

Users accessing the Assessment System, NWEA documentation, and/or NWEA sites may find links to external websites and applications owned and operated by other organizations. NWEA is not responsible for and has no control over the content or privacy policy of any linked site. NWEA encourages Users to read the privacy statements of any linked site as its privacy policy may differ from NWEA's.

## **General Data Protection Regulation (GDPR)**

NWEA complies with all applicable laws governing international partners, including the GDPR. Information regarding GDPR compliance is described in the [NWEA MAP® Growth™ GDPR Overview](#) and our [International Master Subscription Agreement](#). Subscribers subject to the GDPR need to obtain informed consent for the collection, processing, and transfer of personal data under our agreement with them. NWEA's Explicit Consent to Process Data Form can be found [here](#). Subscribers should submit these completed forms to [legalservices@nwea.org](mailto:legalservices@nwea.org).

## **Updates**



NWEA may periodically revise this Policy from time to time and will make updated version of this Policy available [here](#). However, NWEA will not make material changes to this Policy without first providing notice to Subscriber as provided in the Master Subscription Agreement.

Additional questions regarding this Policy can be sent to:

Jacob Carroll – Sr Director, Privacy & Information Security

NWEA

121 NW Everett Street

Portland, Oregon 97209

503-624-1951

[legalservices@nwea.org](mailto:legalservices@nwea.org)

Document Effective Date: November 15, 2020

Last Modified: October 14, 2020 (with Subscriber revisions herein)

NWEA's previous Privacy Policy - Assessment System can be found here: [MAP® Growth™ and Skills™ Privacy Policy October 2019](#).

# Coversheet

## Student-Parent/Guardian Handbook

**Section:** IV. Action Items  
**Item:** Y. Student-Parent/Guardian Handbook  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** Draft\_MWA Student Handbook\_21-22\_clean\_MWA Board Meeting.pdf

### BACKGROUND:

The annual review of the Student-Parent/Guardian Handbook resulted in the following key changes for 2021-2022:

- Addition of a COVID-19 Notice (pg. 4)
- Amendment to the middle school grade retention language (pg. 9) to align with new EdCode requirements
- Refinements to the attendance policy to create more clarity on the referral steps for excessive absences/chronic absenteeism (pgs. 17-18)
- Removal of early arrival under the arrival/dismissal policy (pg. 20)
- Amendments to the Bus Rights and Responsibilities Policy (pg. 23) to align with new EdCode requirements
- Addition of MWA Core Values to the Behavior Management System (pg. 28-34)
- Refinement of Visitor Policy (pg. 46) to explicitly define who is deemed a visitor
- Addition of Human Trafficking Prevention Annual Notice (pg. 55)
- Legal updates to our Anti-Bullying, Harassment, Intimidation, Discrimination and Title IX Policy (pgs. 59-67)
- Legal updates to our Uniform Complaint Procedure (pgs. 77-79)

### RECOMMENDATION:

We recommend the board reviews and approves the 2021-2022 Student-Parent/Guardian Handbook.



Making Waves Academy  
**Student-Parent/Guardian Handbook**  
***2021-2022***

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## COVID-19 Notice

COVID-19 requires continuing adjustment to policies and procedures, the School will comply with all applicable laws, regulations, and orders issued by governments or local health agencies relating to COVID-19. Compliance may require an adjustment to certain policies or procedures set forth in the handbook.

The school will continue to adjust our Health and Safety Plans as needed. The most up-to-date copies of our safety plans can be found on our website:

**<https://www.makingwavesacademy.org/governance/compliance/public-notices>**

# Mission, History and Values

## Mission

Making Waves Academy (“MWA”) commits to rigorously and holistically preparing students to gain acceptance to and graduate from college to ultimately become valuable contributors to the workforce and their communities.

## History

In 1989 John Scully, Managing Director of the investment firm SPO Partners, had a vision. He shared this vision with the late Reverend Eugene Farlough, Pastor of Sojourner Truth Presbyterian Church in Richmond. Together they created Making Waves, an organization, to support the health, well-being, education and pre-career development of urban children. Mr. Scully’s vision grew out of his observation that the disparity in educational opportunities available to some children and those available to others was increasing at an alarming rate and that the disparity was most often related to race, ethnicity and socio-economic status. He concluded that unless innovative programs were created to support and augment the efforts of certain public school systems, this circumstance would continue to worsen, resulting in millions of Americans lacking the skills required to provide an adequate quality of life for themselves, their families and their communities.

Making Waves has grown dramatically since then. From its origins as an after-school program, it evolved into two entities: MWA, a public charter school founded by Mr. Scully and his wife Regina in 2007 to offer a comprehensive, holistic program, including rigorous academics , social-emotional learning, mental health services, transportation, and college access counseling ; and Making Waves Foundation, which supports students through college and early career development. Today, MWA serves over 1,000 underserved students in 5th-12th grades at its state-of-the-art campus. In 2015 the first class of high school graduates—12th Wave—headed off to college and many of them have already received their bachelor’s degrees.



## Core Values

During the 2013-14 school year, as part of the WASC Accreditation renewal process, the MWA community went through an inclusive process of refining MWA's Core Values. MWA's Core Values are:



### Community

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



### Resilience

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



### Respect

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



### Responsibility

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



### Scholarship

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

# MWA Expectations

MWA is committed to educating students in an environment of safety, behavior management, and high standards for all. Self-behavior management is necessary for each student's success in school and within the community. MWA's goal is to facilitate the development of student's behavior management with the support of students, parents, and staff. In order to effectively develop, implement, and support school-wide behavior management, all parties must work in partnership to achieve this goal.

## Student Expectations

In order to assist you in creating a more meaningful experience, achieving success, and making positive contributions to your community, Wave-Makers are expected to:

- Know, understand, and follow all rules and regulations.
- Interact with other students, faculty, and staff in a respectful and positive manner.
- Accept fair and consistent behavior management.
- Work hard to develop an intellectual understanding of the Core Values.
- Understand that harmful conduct to self or to others is not allowed.
- Respect and care for the property of self, others and school.
- Show consideration for peers, adults and self.

**Each student must read, sign, and return the Student Commitment Form and Acknowledgment Form**

## Parent/Guardian Expectations

Family involvement is essential to the MWA community and student development and achievement. While not required for admission or enrollment, parents/guardians play a vital role in the ongoing success of our school and our students and are encouraged to volunteer at MWA. For information regarding volunteering opportunities please contact MWA administration. MWA parents/guardians are encouraged to:

- Be active partners with us.
- Model the Core Values we aim to instill in our students.
- Work with school officials to resolve any behavior management incident in a patient, objective, and fair manner.
- Review and sign off on assessments and class assignments, as assigned by the teacher.
- Attend parent/guardian conferences and school meetings.
- Actively monitor and assist with student progress.
- Communicate with all MWA staff in a professional and respectful manner.
- Reinforce MWA's academic and behavioral standards at home.
- Help with special events (e.g., dances, fundraisers, etc.) when possible.
- Attend all monthly parent meetings.
- Communicate with MWA by phone or note to verify student absences.

**Parents/Guardians must read, sign and return the Parent/Guardian Commitment Form and Acknowledgment Form**

## Staff Commitments

MWA has high expectations of both students and staff. Staff members at MWA are committed to the highest levels of learning, achievement and integrity for themselves and others. MWA staff will adhere to intellectual and scholarly development:

- Teach a curriculum that is rigorous and culturally relevant.
- Consistently reinforce MWA's system of behavioral accountability.
- Incorporate positive reinforcement as a key component of behavior management.
- Consistently integrate routines and procedures as part of the daily routine.
- Teach and model appropriate behavior.
- Communicate acceptable behavior on a daily basis throughout the school year.
- Show consideration and respect for students, families, and the MWA community at all times.
- Handle all situations in a professional manner.

## Middle School Academic Program

At MWA we strive to create holistic students who have a well-rounded educational experience. MWA's instructional program is designed to empower students to become analytical thinkers who can apply subject knowledge to solve real-world problems. MWA offers a broad range of academic and enrichment courses across all subject areas. Upon request, MWA will make available to any parent or legal guardian, a school prospectus, which includes the curriculum offered (titles, descriptions, and instructional aims of every course). Listed below are the course offerings:

Grade	Math	English	Science	History	Encore	Physical Education
5 <sup>th</sup>	Math 5	Language Arts 5	Integrated Science	Social Studies Early United States	Intro to Technology  Intro to Art	Health & Wellness
6 <sup>th</sup>	Math 6	ELA 6	Integrated Science 6	Social Studies  The Ancient World	Art  Technology	Health & Wellness
7 <sup>th</sup>	Math 7	ELA 7	Integrated Science 7	History Medieval Times	Music	Health & Wellness
8 <sup>th</sup>	Math 8	ELA 8	Integrated Science 8	History US History	Art	Health & Wellness

## Middle School Promotion

Promotion at MWA (Middle School) is an event that symbolizes the transition from the middle school to the upper school. It is our expectation that every middle school student will be eligible for 8<sup>th</sup> grade promotion. It is the belief of the Academy that with parent support, all students will be able to attend the promotion ceremony. However, if the student does not meet the behavioral and academic requirements, the student may not *walk* on stage during the ceremony and may not participate in any events (rehearsals, field trips, etc.) relating to promotion. Students may participate in collegiate events (e.g., college visits). Additionally, any monies that were paid beforehand intended for end of the year activities *will not* be refunded. For further information regarding the minimum requirements for promotion, please also see the section below regarding retention.

## Middle School Grading Scale

A	90-100%
B	80-89%
C	70-79%
F	0-69%

D's are not part of the MWA grading scale, as a "D" does not receive credit when applying to college. However, percentages will be reflected on the report card along with the letter grade in order to show improvement (e.g., raising a 43% to a 68%). Academically, students recommended for promotion to the next grade are those who earn an overall average of "C" (2.0 or higher Grade Point Average) or higher in their core academic classes for that academic year.

## Middle School Retention Policy

At MWA we strive to make sure that our students not only meet academic and social emotional expectations, but exceed them. A large part of that success is predicated on academic achievement and meeting the expectations for conduct. MWA provides services that promote social-emotional development and awareness (restorative justice program, psychological support) in addition to various academic support systems (SST meetings, behavioral plan implementation, parent/guardian meetings, academic plans/contracts, etc.) to support the academic success and the mission of the Academy. Should students not meet the academic expectations, the middle school will advise parents that MWA intends to retain their student in their current grade.

To be promoted to the next grade level, a student *must* have *cumulative* passing grades (equivalent to a "C" or better) in science, mathematics, social studies, and English language arts. A student shall progress through the grade levels by demonstrating growth in learning and by meeting and/or exceeding the grade-level academic and behavioral expectations as established by MWA. Should a student receive below a cumulative "C" average, parents/guardians will be advised by the administration that the student will be recommended for retention in their current grade level. In addition to these standards, attendance, test scores, grades, teacher recommendations, and other pertinent data will be used to determine the possibility of retention. Students that are at risk for possible retention in their current grade level will be identified as early in the school year, and as early in their school careers, as practicable. To note, parents/guardians are currently notified bi-quarterly of their child's academic performance via progress reports and report cards. In addition, parents/guardians have access to their child's grades via the online *parent portal*. Should the student be recommended for retention, the student may lose opportunities to participate in school-wide extracurricular events (e.g., field trips, campus celebrations, casual dress, etc.).

The middle school is the sole feeder for the upper school. It is imperative that our students successfully transition into the upper school with the skill set required to be successful in high school, college, and in their chosen careers.

## Upper School Academic Program

The aim of the MWA upper school is to effectively prepare students to gain acceptance to and graduate from college and a wide variety of post-secondary options. The courses offered and required of students are aligned with the A-G admissions criteria for the University of California (UC) and California State University (CSU) systems. These criteria are some of the highest high school standards in the country. Students successfully passing these courses with high enough grades have proven to be competitive for admission to top public and private universities around the country. At their core, students will be required to attain and develop strong writing skills, critical reading and thinking skills, and strong mathematical, computational and problem-solving skills. A variety of core subjects are offered in 9<sup>th</sup> and 10<sup>th</sup> grades. In the 11<sup>th</sup> and 12<sup>th</sup> grades, Advanced Placement (AP) courses and other science, math, and art electives are available. Upon request, MWA will make available to any parent or legal guardian, a school prospectus, which includes the curriculum offered (titles, descriptions, and instructional aims of every course). Students scoring a 3, 4, or 5 (on the 5-point scale) on an AP exam may earn college credit in that subject. Listed below are the course offerings for 2021-22 [additional courses will be added and published in August]: Upper School Grading Scale

A	92-100%	B	82-84%	C	70-74%
A-	88-91%	B-	78-81%	F	0-69
B+	85-87%	C+	75-77%		

Percentages will be reflected on the report card along with the letter grade in order to show improvement (e.g., raising a 43% to a 68%).

## Grade Point Scale

Grade	Math	English	Science	History and Social Science	Language	Health & Wellness	Art	Electives & Support
9 <sup>th</sup>	Algebra I Geometry	English I	Earth and Space Science  CTE: Introduction to Health Science		Spanish I	Health and Wellness I	Fundamentals of Art	Writing and Technology  RSP Support
10 <sup>th</sup>	Geometry Algebra II	English II	Biology  CTE: Intro to Health Science  CTE: Medical Terminology	World History  AP Psychology	Spanish II  Spanish II Advanced	Health and Wellness II	Fundamentals of Art  Advanced Art  Ceramics	RSP Support
11 <sup>th</sup>	Algebra II Pre-Calculus AP Statistics	English III  AP English Language and Composition	Biology  Modern Physics and Chemistry  CTE: Introduction to Health Science  CTE: Medical Terminology  CTE: Anatomy and Physiology	United States History  AP United States History  AP Psychology	Spanish III	Health and Wellness II	Fundamentals of Art  Advanced Art  Ceramics	RSP Support
12 <sup>th</sup>	Algebra II Pre-Calculus AP Statistics AP Calculus AB	CSU Expository Reading and Writing  AP English Language and Composition	Biology  Modern Physics and Chemistry  CTE: Introduction to Health Science  CTE: Medical Terminology  CTE: Anatomy and Physiology  CTE: Advanced Patient Care	United States Government and Economics  AP United States Government	Spanish III  AP Spanish Language and Culture	Health and Wellness II	Fundamentals of Art  Advanced Art  Ceramics	RSP Support

Letter Grade	A+	A	A-	B+	B	B-	C+	C	D	F
Grade Points (MWA)	NA	4.0	3.7	3.3	3.0	2.7	2.3	2.0	-	0.0
Advanced Placement (AP) & Honors Points (MWA)	-	5.0	4.7	4.3	4.0	3.7	3.3	3.0	-	0.0
Grade Points (UC)	-	4.0	-	-	3.0	-	-	2.0	1.0	0.0
Advanced Placement (AP) & Honors Points (UC)	1.0 additional grade point will be added for each semester in which a 'C' or better is earned.									

## Graduation

MWA graduation requirements are displayed in comparison to the required and recommended courses for University of California and California State Universities. In order to graduate, students must successfully complete each of the required courses with a grade of “C” or better. Students who do not have enough credits earned in time for a June graduation are not eligible to participate in the graduation ceremony.

a-g	Content Area	MWA Required	Total Units	UC/CSU Required	Total Units	UC/CSU Recommended	Total Units
a	History*	3 Years	6.0	2 Years	4.0	2 Years	4.0
b	English	4 Years	8.0	4 Years	8.0	4 Years	8.0
c	Math	3 Years	6.0	3 Years	6.0	4 Years	8.0
d	Science**	2 Years	4.0	2 Years	4.0	3 Years	6.0
e	Language	2 Years	4.0	2 Years	4.0	3 Years	6.0
f	Art	1 Year	2.0	1 Year	4.0	1 Year	2.0
g	Electives	***	0.0	1 Year	2.0	1 Year	2.0
CA	Health & Wellness*	2 Years	4.0				
<b>TOTAL S</b>			<b>34.0</b>		<b>32.0</b>		<b>38.0</b>

\*The California Department of Education requires 3 years of History and 2 years of Physical Education.

\*\*Science requirement includes one Life Science and one Physical Science course

\*\*\* G requirement satisfied by 3<sup>rd</sup> year of history (A).

## Grade Level Promotion

Students must successfully complete a minimum number of course units to be promoted to the next grade level, earning a “C” or higher in a minimum of four core classes each year, earning at least eight credits in courses required for graduation. Each successfully completed semester course earns one credit. Students who do not successfully earn this minimum number of credits may be retained in their current grade level and reclassified into a different Wave. Reclassification and credit recovery plans occur at the close of the spring semester based on credit standing.

Grade Level	9	10	11	12
Min. Req. Credits for Promotion	6 Credits*	14 Credits*	22 Credits*	34 Credits
Total Required Credits Possible	10 Credits 10 Total	12 Credits 22 Total	12 Credits 36 Total	12 Credits 48 Total

\*Must pass grade-level English Course

## Courses Offered By Grade Level

Each year, students will take courses appropriate for their grade level and earn credits toward graduation. The types of classes students will take will reflect the offerings listed below.

9 <sup>th</sup> Grade	10 <sup>th</sup> Grade	11 <sup>th</sup> Grade	12 <sup>th</sup> Grade
English	English	English	English
Math	Math	Math	Math
Science	Science	Science	Science
Language	Language	Language	History
Health and Wellness	History	History	Art/ Elective
Writing/Technology*	Art	Art/ Elective	Health and Wellness
Math Lab*			

\*Not required for graduation, these courses provide foundational skills critical to success in later courses.

## School-wide Services, Expectations, and Guidelines

### Student Support Services

MWA recognizes the importance of providing educational opportunities to all students regardless of physical challenges or special needs. MWA is committed to serve the exceptional needs of such students in accordance with applicable federal and state laws. MWA collaborates with parents/guardians, the student, teachers, and other agencies, as may be indicated, in order to appropriately serve the educational needs of each student.

Special Education Services are provided to allow students with disabilities to participate in their educational experience within the least restrictive environment (LRE). Special education services are provided by MWA staff and contracted service providers to all eligible MWA students in accordance with the Individuals with Disabilities Education Act (IDEA) and the policies/requirements of MWA's SELPA. MWA is part of the El Dorado Charter SELPA (Special Education Local Plan Area). Students may be referred for special education support services through the Response to Intervention model adopted by MWA.

Identification and referral by MWA is generally made through the Student Study Team (SST) process by evaluating the student's response to intervention and possible need for a higher level of support, and by consulting with WCCUSD's appointed Special Education approved designee. Parents/guardians may also request assessments in any areas of suspected disability. Identification can take place at any time in the school year and support will be given as soon as eligibility is determined by an Individual Education Plan (IEP) team. Eligibility of students with disabilities for special education shall be determined by the IEP team, which can include district specialists (psychologist, resource specialist, speech and language therapist, program specialist, etc., as appropriate), MWA's Student Support designee, MWA administrator(s), MWA classroom teachers, the parent/guardian of the student, and oftentimes the student themselves.

If a student's need cannot be met in the LRE within the MWA program, the student's needs are subject to a more appropriate setting [non-severe handicap] (NSH) and turned over to WCCUSD or The Contra



Costa County Office of Education (CCCOE) or designee program specialist to have needs met within the district or allow the district to decide to provide services outside of the district.

## 504 Policies and Procedures

Students with a disability may qualify for regular or special education and/or related aids, services, and/or accommodations under Section 504. Please refer to the 504 Policy which can be found in both the middle and upper school offices.

## Academic Integrity

At MWA, students are expected to give their best at all times and to consistently put forth the effort needed to achieve academic excellence. Forgery, plagiarism, and academic dishonesty of any kind are not tolerated.

### Plagiarism and Cheating

- Using work without acknowledging the content owner
- Copying assignments that are turned in as original work
- Trading assignments with other students
- Using unauthorized notes or technology, such as bringing notes into a test or using a computer program to translate an assignment and turning it in as one's own
- Sharing answers before, during or after quizzes or tests. Students must be responsible for their own papers and make sure others cannot copy their work

### Ways to Avoid Plagiarism and Cheating

- Plan ahead. Rushing to get one's work done the night before a big project is due may make it more tempting to cheat or plagiarize.
- Be sure to understand the assignments. Students should not rely on their friends for information about what is required.
- Students should not read someone else's paper or homework before doing their own work. Students should seek clear direction from teachers about when and how collaboration with partners is appropriate.
- ALWAYS cite the sources used in drafting a paper, report, project, etc. Follow the citation format required by the teacher or content area.
- Keep a list of the sources used (including the author, title, publisher and copyright date). Make sure to note which information you got from which source.
- Students should protect their own work. Ensure that other students do not have access to homework, essays, projects, tests, or other assigned work that has been completed. If someone else plagiarizes a student's work, the academic integrity of both assignments or assessments is compromised and both students will receive the same grading consequence.
- When in doubt about what to do to avoid cheating or plagiarism, ask the teacher or administrator.

## Attendance

**MWA's Absence/Tardy Line: 510-262-1511**

It is imperative that each student be present, punctual, and prepared to participate in each of the classes. A student's academic success is dependent on the ability of him/her attending school regularly. If students are absent, their parent/guardian must call MWA **or** provide written documentation of the absence no later than 8:30 am on the day of the absence. Parents/guardians are also required to call if a student is going to be late. MWA will call all parents/guardians of absent students unless they have already notified MWA. Parents/guardians cannot arbitrarily take students out of school before the start of vacation days.

Impact of Missing School: Children chronically absent in kindergarten and first grade are much less likely to learn to read by the end of third grade. By 6th grade, chronic absence is a proven early warning sign of drop-out. By 9th grade, good attendance can predict graduation even better than 8th-grade test scores.

Moving on to high school can be an opportunity to reset attendance patterns. A recent study by the University of Chicago found that 9<sup>th</sup> grade students who miss more than two weeks of school, on average, fail two courses regardless of their regular academic performance. The same study found that nearly 90% of 9<sup>th</sup> grade students who miss less than a week of school per semester will graduate. Clearly, going to school regularly matters!

We look forward to working with parents/guardians in a meaningful partnership for their children and we will work very hard to ensure students receive the best education possible. To provide a child with an outstanding education, the child must maintain excellent attendance. Due to California's law of compulsory education, all children of school age (6-18 years old) are legally required to attend school, so MWA will aggressively pursue solutions to attendance issues.

MWA allows 10 days of excused absences for illness or other purposes specifically identified below (see the section entitled "Excused Absence") without the need for verification from a doctor; however, absences without verification after 10 days will be considered unexcused. No student may have their grade reduced or lose academic credit for any excused absence, when missed assignments and tests that can be reasonably provided are satisfactorily completed within a reasonable amount of time.

Once students have 10 or more full-day unexcused absences, they are subject to the SARB process below.

## School Messenger System

MWA uses an automated notification feature that will call parents and guardians when a student has an unexcused tardy or absence. When an automated notification that a student is tardy is received, it is critical that parents/guardians work with their child to ensure they arrive on time every day. Tardiness disrupts the classroom setting and interferes with the learning process, often significantly impacting student performance. Patterns of tardiness may affect a student's good standing at MWA.

If a notification that a student had an unexcused absence, parents/guardians should contact MWA by phone immediately at 510-262-1511 to explain and clear the absence, as well as provide a signed note to verify the absence. For example, a note from a doctor counts as an "excused" verification of an absence. The note should be brought to school within 72 hours of the student's return to school.

## Tardiness

Arriving to class and school on time is a critical element of academic success, as well as a skill that is necessary for success in post-secondary and work environments. Habitual tardiness may affect a student's good standing at MWA. For unexcused tardies, the following applies:

Middle School	Upper School
<ul style="list-style-type: none"> <li>● Student reports to the Front Office for Tardy Referral</li> <li>● Tardy Referral is recorded in PowerSchool</li> <li>● Student attends 30-minute lunchtime or after-school detention*</li> </ul> <p>*Students may opt to serve their detention during lunch or afterschool.</p>	<ul style="list-style-type: none"> <li>● Student reports to the Front Office for Tardy Referral</li> <li>● Tardy Referral is recorded in PowerSchool</li> <li>● If student was late to class, the student attends same-day lunch detention; tardies to PM class results in a next-day lunch detention</li> <li>● If student was late to a PM class, the student attends an after-school detention</li> </ul>

***It is the student’s responsibility to attend detention on the date that the student is assigned. Arriving late to detention, or incurring multiple tardies on a single day, will result in the issuance of a behavior referral.***

**Tardies excused for medical reasons require written verification by a medical professional.**

### Excused Absences

The following are **excused** absences:

- Illness of student (more than 10 absences excused for this reason are considered excessive; verification by a medical professional is required)
- Medical, dental, optometry, or chiropractic appointments. **Parents/guardians are encouraged to schedule appointments after school hours.**
- Quarantine under the direction of a county or city health officer.
- Funeral of immediate family (parent, grandparent, sibling or any relative living in the immediate household of the student) limited to 1 day in state, 3 days out of state
- Legal matters\*
- Religious holidays or ceremonies
- Religious retreats, not more than 4 hours per semester \*
- Funeral ceremony other than immediate family \*
- Unforeseen emergencies (i.e. natural disasters) will be handled on a case-by-case basis
- For the purpose of spending time with a member of the student’s immediate family, who is an active duty member of the uniformed services, as defined in EC § 49701\*
- For the purpose of jury duty in the manner provided for by law
- Attendance at the student’s naturalization ceremony to become a United States citizen
- Due to the illness or medical appointment during school hours of a child of whom the student is the custodial parent, including absences to care for a sick child for which the school shall not require a note from a doctor.
- Authorized parental leave for a pregnant or parenting student for up to eight (8) weeks.
- Students in grades 7-12 may be excused from school for the purpose of obtaining confidential medical services, without the consent of the student’s parent/guardian.

*\*Must be requested in writing by parent/guardian prior to absence and approved by a school designated official.*

**As a reminder, the following will not be excused:**

- Family vacations/trips
- DMV Appointments
- Trips related to off-campus activities not related to school
- Work

## Unexcused Absences

Student absences will be recorded as unexcused for any absence other than those listed above as excused absence. More than 3 unexcused absences per year are considered concerning and results in a referral to the **School Attendance Review Team (SART)** for truancy proceedings (see sections below).

## Excessive Absences

Students accumulating more than 17 excused absences (or 10% of school days) are considered excessive and may be referred to the **Contra Costa County Office of Education School Attendance Review Board (County SARB)** for truancy proceedings (see sections below).

## Early Release

Early Release is a privilege granted by the school administration to specific students who meet the attendance, academic and behavioral expectations outlined below. This privilege allows students the opportunity to leave school after their last core classes in order to engage in an alternate enrichment activity. All early release requests must be verified by a parent/guardian, and in some cases, accompanied by formal documentation.

## Authorized Reasons for Early Release and Absences

MWA students will only be considered for early release and absences based on the following reasons:

- Personal reasons (e.g., funeral service, legal obligations, medical/dental appointments, internship program, etc.)
- Observance of or attendance to a religious celebration, holiday, ceremony, or retreat
- Sports, outdoor education, or other educational programs
- Socialization (peer group, psychological services, etc.)
- Additional academic support

## School Attendance Review Team (SART)

When a student is a habitual truant, or is irregular in attendance at school, the student may be referred to the **School Attendance Review Team (SART)**. The first intervention is conducted by MWA SARB which is composed of representatives from MWA (administrator, social worker, teacher, staff) and/or member(s) of the county (law enforcement, members from the county office, or welfare). During the first intervention, the family and MWA sign an agreement regarding the student's attendance. Should the student continue to have attendance difficulties that lead to a violation of that agreement, the student may be referred to the Contra Costa County SARB. At the County SARB hearing, the problem is addressed, possible solutions proposed, and a formal, legal binding contract is made between the parent, student, and school. Violations of the contract may lead to referral for legal action to the District Attorney's office.

It is the responsibility of MWA to maximize the use of all available resources and services to resolve attendance and behavior problems. The law states that parent/guardians must be made aware of their child's absence in the most cost-effective method possible.

The following procedure will be followed to insure parents are aware of their student's absences and the interventions to be implemented:

- **First Notification of Truancy Letter**

- Sent for any combination of **3** Unexcused Absences (UA) or Unexcused Tardies (TX), or excessive (more than 17) total absences (excused or unexcused)
- **Second Notification of Truancy Letter** (Habitual)
  - Sent for **6** full day Unexcused Absences (UA) or Unexcused Tardies (TX) or continued absences after surpassing 17 total absences (excused or unexcused)
  - A mandated parent/student conference is held to identify areas of support. SART team meeting is required and fulfills mandated conference requirements.
- **Third Notification of Truancy and Referral to SARB Letter**
  - Sent for **8** or more full day Unexcused Absences or Unexcused Tardies, or or continued absences after surpassing 17 total absences (excused or unexcused). Letter is sent only when the site is prepared to send the SARB Referral packet, as the letter alerts the family that this will take place.
  - During this hearing, the student's attendance and academic record will be reviewed. A formal legal, binding contract is made between the parent, student, and school. Violations of the contract may lead to referral to the County's Student Attendance Review Board.

## School Attendance Review Team (SART) Hearing

The parents/guardians will be given notice by certified mail for the scheduled hearing to meet with MWA's SART to consider a proper plan for correcting problems with attendance. Notices for SART are sent by mail 10 days in advance to address on file. The parent/guardian and student will be asked to sign an attendance contract. Failure to comply with the contract will result in the order of a citation to appear in a SART hearing.

Students should attend all classes daily and on time. Parents/guardians are expected to notify MWA when the student is out for valid medical reasons by phone or written note. Parents/guardians may also contact MWAs' registrar on a regular basis to make sure there are no attendance issues that have been missed. There is a maximum allowable amount of one week from the date of the absence to clear it before it becomes unexcused.

## Contra Costa County Office of Education Student Attendance Review Board (County SARB)

A student may be referred to the County SARB once MWA has utilized all available interventions to support a student's attendance. The CCCOE conducts district-level SARB hearings for students referred from its county-operated community school and its county-authorized charter schools. The County SARB will review information presented by MWA and will interview the student and a parent/guardian. Following the hearing, the student may be placed in a contractual agreement with the County SARB, be required to report their progress, and be referred to the County's District Attorney's Office if they fail to meet the requirements of their agreement.

More information about the Contra Costa County Office of Education's SARB can be found on their website: [https://www.cccoe.k12.ca.us/programs/for\\_educators/sarb](https://www.cccoe.k12.ca.us/programs/for_educators/sarb)

## Involuntary Removal Process

No student shall be involuntarily removed by MWA for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be

consistent with MWA's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until MWA issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to MWA suspension and expulsion policy.

Upon a parent/guardian request for a hearing, MWA will provide notice of the hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of MWA expulsion hearing process. If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If a parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days. A hearing decision not to disenroll the student does not prevent MWA from making a similar recommendation in the future should student truancy continue or reoccur.

## Arrival/Dismissal Policy

In order to protect and ensure student safety, MWA is a **closed campus**. This means that from the time of arrival to the time of dismissal to home, students may not leave campus. All parents/ guardians and students are expected to follow MWA’s Arrival and Dismissal Policy, including traffic guidelines, time frames, and directives from MWA staff members and volunteers facilitating arrival/dismissal in order to maintain a safe environment for all students.

	Time	Procedure
Arrival	8:00-8:30	<ul style="list-style-type: none"> <li>▪ Car drop-off must use drive loop and authorized loading/unloading zones only. Parents/Guardians may not park along Lakeside Drive to drop-off students</li> <li>▪ MS students report directly to MS campus</li> <li>▪ US students report directly to US campus</li> </ul>
Dismissal	3:30-4:00	<ul style="list-style-type: none"> <li>▪ Students may leave campus via MWA bus, bike, car, walking to public transportation or home</li> <li>▪ Students should report to designated loading/unloading zones only</li> <li>▪ Students not leaving campus are expected to report directly to sports, club activities, or after school programming under the direct supervision of MWA Faculty or Staff. Any student remaining on campus after 4:00 pm will be placed in an academic program upon the close of Dismissal</li> <li>▪ <b>Students may not</b> leave campus and return without permission from the Program Director or their designee</li> </ul> <p><small>*After the close of the Dismissal, Parents/Guardians picking up MS and US students will need to notify the Front Office to grant permission to MS and US students to wait in the US Front Office for pick-up.</small></p>

## Expectations for Parents/Guardians and Students

Parents/guardians are responsible for clearly communicating with their students every day regarding student dismissal plans.

Students may make phone calls home from the front office during breaks or lunch if they need to speak to their parents/guardians about pick-up times, after-school plans, sports and other plans. Students are permitted to use personal cell phones during approved dismissal windows for transportation-related calls.

Students and parents/guardians are expected to respectfully and courteously follow traffic laws, posted signs, and the directions of all MWA staff and volunteers during arrival and dismissal. Additionally, they should be mindful of the volume and appropriateness of their music when on campus.

**To ensure student safety, and to ensure families get through the arrival and dismissal line quickly, please follow the directions of staff at all times.** The dismissal process takes approximately 30 minutes. Students and parents/guardians should plan ahead if there is an appointment or other commitment for which they need to leave school promptly. Parents/guardians should review the early release procedure if they anticipate needing to leave school early in order to attend an appointment (appointments are excused per the reasons outlined in the Attendance Policy).

## Traffic Procedures

To ensure student and community safety, it is essential to follow the traffic procedure. Families and/or Students found violating traffic regulations or operating in an unsafe manner may lose their parking privileges on campus. The local police department will be involved if necessary.



## Guidelines

- Always follow directions of the staff directing traffic
- Always to use the crosswalk
- Never “j-walk”
- U-Turns on Lakeside are prohibited
- Never park in the bus loading zones
- Speed limit is 5 mph while driving in the parking lots or on the campus
- Students may only park in designated areas
- Students may not park in faculty or visitor parking spaces
- Students must be dropped off in designated areas ONLY

Students and parents/guardians who do not follow the Arrival/Dismissal Policy jeopardize the safety of our students and staff, and will be subject to the following:

- School-Wide Behavior Management System interventions – refer to School-Wide Behavior Management System
- Meeting with School Administrator to discuss safety violations
- Report to Law Enforcement as mandated by law

*\*US Athletes are permitted to leave campus and return for later practices and games with the permission of the Athletic Director. Athletes must return promptly at the start time of their activity supervised by MWA staff, or wait in the designated academic program area. Athletes may not wait in unsupervised and closed buildings. Athletes may **not** bring unapproved food back to campus.*

## Immunizations and Physical Examinations

To ensure a safe learning environment for all students, MWA follows and abides by the health standards set forth by the state of California. Students will not attend school until all required records have been received. This requirement can be waived only if a properly signed health exemption is filed. The immunization status of all students will be reviewed periodically. Those students who do not meet the State guidelines will be excluded from school until the requirements are met. Students who have been exposed to a communicable disease for which they have not been immunized may be excluded from school at the discretion of MWA.

Students will be screened for vision, hearing and scoliosis. A parent/guardian a child enrolled in MWA may file annually with the Senior School Director a written and signed statement stating that he or she will not consent to a physical examination of the child. Thereupon the child shall be exempt from any physical examination, but whenever there is a good reason to believe that the child is suffering from a recognized contagious or infectious disease, the child shall be sent home and shall not be permitted to return until MWA authorities are satisfied that any contagious or infectious disease does not exist.

## Nutrition Policy

Part of the MWA holistic approach involves children being properly nourished. Statistics show that brain function is related to nutrition, and unfortunately, many students are less prepared to learn because they do not consume consistently nutritious meals on a regular basis. The purpose of MWA’s nutrition/food guidelines is to serve as a point of nutritional reference to provide consistency for both staff and students.



**Our priority is the health of our young people.** Any contradictory messages (regarding healthy food choices and nutrition) undermine our approach and philosophy on student health. We want our students to build healthy eating habits that they follow now and in the future, but they need help in doing this. Some of our students live in communities where a large part of the population suffers from preventable diseases directly related to diet and food choice. As a result of living in communities where healthy food options are not always available, we want to ensure that our community has the requisite knowledge to make healthy food choices.

MWA participates in the National School Lunch Program. Applications for free or reduced price meals are included in the first day packets to all families and can also be obtained in the main office. All families are encouraged to complete the application form in order to include as many eligible students as possible.

## Food Drop-Offs

Any food being dropped off to students by families during the school day must be brought directly to the Front Office of the middle school or upper school. Students may pick up their food from the Front Office once it has been approved by the Senior School Director or their designee. **Students may not utilize food delivery services, such as Uber Eats, GrubHub, pizza delivery, etc.**

### MWA Food Service is committed to:

- Providing students with healthy and nutritious foods; all students will have access to healthy and nutritious food from MWA.
- Encouraging the consumption of fresh fruits and vegetables, low fat milk and whole grains.
- Supporting healthy eating through nutrition education.
- Encouraging students to select and consume all components of the school meal.

The following outline provides a guide to the foods and beverages that are **approved** by MWA for students to bring for everyday breakfast, snack and lunch:

APPROVED	Why is this the healthy choice?
<ul style="list-style-type: none"> <li>• <b>Snack/protein bars</b></li> <li>• <b>Healthy sandwiches</b></li> <li>• <b>Cereal/oatmeal</b></li> <li>• <b>Baked savory snacks (i.e. pretzels, crackers)</b></li> <li>• <b>Homemade meals (for your child only)</b></li> <li>• <b>Fruit</b></li> <li>• <b>Vegetables</b></li> <li>• <b>Yogurt</b></li> <li>• <b>Whole grains</b></li> <li>• <b>Food items that are low in fat/ calories</b></li> <li>• <b>Water</b></li> </ul>	<ul style="list-style-type: none"> <li>• Whole grains provide fiber and vital nutrients to fuel a healthy metabolism.</li> <li>• Lean protein allows for proper muscle development.</li> <li>• Diets rich in calcium support healthy bone growth.</li> <li>• Fruits and vegetables provide necessary vitamins and nutrients for proper development and brain function.</li> <li>• Water keeps the body hydrated and operating. It also helps flush out toxins.</li> </ul>

The following outline provides a guide to the foods and beverages that are **not approved** by MWA for students to bring to school other than on special occasions identified on the school calendar:

NON- APPROVED*	Why is this <i>not</i> healthy for our daily food choice?
<ul style="list-style-type: none"> <li>• <b>Sodas/Sport drinks</b></li> <li>• <b>Candy</b></li> <li>• <b>Gum</b></li> <li>• <b>Chips (outside of recommended personal serving size during designated meal periods)</b></li> <li>• <b>Sunflower seeds</b></li> <li>• <b>Cookies/Brownies/ Desserts (outside of recommended personal serving size during designated meal periods)</b></li> </ul>	<ul style="list-style-type: none"> <li>• High sugar consumption can lead to diabetes and excessive weight gain.</li> <li>• Diets that include too much sodium can lead to high blood pressure and heart disease.</li> <li>• Foods high in fat can lead to high blood pressure, high cholesterol, excessive weight gain, and diabetes.</li> <li>• Caffeine is a stimulant, affecting your heart rate and blood pressure. Caffeine also has addictive properties- meaning the growing/developing body can become dependent.</li> </ul>

<ul style="list-style-type: none"> <li>• <b>Fast food</b></li> <li>• <b>Ramen/Cup of Noodles</b></li> <li>• <b>Caffeinated beverages</b></li> </ul>	<ul style="list-style-type: none"> <li>• Processed and artificially-flavored foods contain unhealthy chemicals and discourage healthy body development.</li> </ul>
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\*Non-approved foods will be confiscated. Students receiving multiple infractions of this policy will be issued a referral. All student food consumption should take place during designated snack break and lunch periods in approved servery areas.

Note: The Nutrition Policy can be flexible to accommodate special events and celebrations throughout the year when pre-approved by senior leadership.

## Bus Rights and Responsibilities\*

Use of the MWA Bus Service is a privilege. For the safety of all bus riders the following guidelines must be followed:

- Food and drink (including water) are prohibited on the bus.
- Wave-Makers must follow the directions of the driver/MWA staff at all times.
- Wave-Makers must line up in a single-file line and board or exit the bus quickly, quietly, and safely (QQS). Upon exiting, they must wait for the Bus Monitor to call their name and check for their authorized transporter.
- Voices must be kept at a level 1-2 at all times. Wave-Makers may not use inappropriate or disrespectful language at any time, on the bus or out of bus windows, or at the bus stop.
- Wave-Makers must occupy one seat and place backpacks and other belongings on their lap or under the seat.
- Wave-Makers must remain in their seat at all times, keeping the aisles clear, and facing forward.
- Wave-Makers must ask the driver/MWA staff member for permission to open and close windows.
- Wave-Makers must not leave litter or throw anything out of the windows.
- Cell phones are permissible for use to contact parents/guardians and for personal entertainment (with use of headphones). Video recording and taking pictures are not permitted.
- If a Wave-Maker is unable to follow the bus rights and responsibilities, the student will have their bus privileges temporarily or permanently removed. The family will be responsible for transporting the student to and from school.

All students who are transported in a school bus or school student activity bus shall receive instruction in school bus emergency procedures and passenger safety. Upon registration, MWA is required to provide safety regulations to the parents/guardians of all new students in grades 5 or 6 who have not previously been transported by school bus. Additionally, MWA must also provide safety instruction to all students in 5<sup>th</sup> through 8<sup>th</sup> grade who receive home-to-school transportation. For more information about MWA's policy, please see the complete policy located at the front office.

\* These guidelines are subject to change due to local and state COVID-19 health guidelines and regulations.

## Expectations for Outdoor Activities and Use of Facilities

To maintain consistency and a positive school climate throughout the MWA community the following rules and expectations apply in all outdoor spaces across the MWA campus:

### GENERAL RULES

Students must:

- Follow all directions from MWA staff members and adhere to all school rules.
- Share equipment and space.
- Keep all areas clean and tidy.
- Notice. Talk. Act. Report any unsafe behavior to a MWA staff member.
- Practice good sportsmanship.
- Freeze at the end of recess when the whistle is blown, then proceed immediately to designated line-up areas.

## **THE GARDEN**

Students must never:

- Stand on, get inside, or jump over concrete raised beds.
- Pull or pick at plants in the garden without staff permission.
- Eat anything from the garden without consulting with a staff member.
- Hide behind plants at any time.

## **TURF FIELD/COURTS**

- No food, beverages, or eating allowed on turf or basketball courts.
- No backpacks or students wearing backpacks allowed on turf.
- No lounging, hanging out, sitting, or loitering on turf areas; students must be actively playing a game or sport.

## **FENCES/GATES**

Students must:

- Stay inside MWA's fences/perimeter at all times. No students are permitted to be outside of fences/perimeter.
- Not play or climb on fences.
- Not throw any objects through or over the fences or gates.
- Not exit any gate at any time without explicit permission from a staff member.

## **EQUIPMENT**

- Students may check-out recess equipment from designated staff. Students are discouraged from bringing recess equipment from home. Equipment brought from home should be stored out of sight (e.g. backpack/locker) Equipment brought from home that is used outside of designated break periods may be confiscated.
- If personal equipment brought from home goes over the fences, students and parents may retrieve it after school.
- If MWA or Health and Wellness equipment goes over the fences, MWA staff will supervise retrieval.
- No bats or hardballs are permitted for use at MWA.
- No jump ropes may be tied on fences or used in any physical way towards another person.
- No rollerblades, Heelys, scooters, or skateboards.
- Students may not climb poles or hang from hoops or nets on the basketball courts. Hoops are for balls only.

## **PICNIC BENCHES AND CEMENT LEDGES/BENCHES**

- Students are to clean up after themselves after consuming food or beverages, trash is to be picked up and disposed of.
- Students cannot stand on picnic tables, benches, or cement ledges/benches anywhere on campus.

## **RESTRICTED ACTIVITIES, AREAS, AND EQUIPMENT**

- Any areas outside of the perimeter are off limits to students.
- Any area around or near storage sheds are off limits to students.
- Students are to remain off all landscaped and garden areas, including the sand/pebble/bark areas.
- Unsupervised students are not allowed in classrooms or hallways.
- No rock throwing; what is on the ground stays on the ground.
- Tag or Flag football only; no tackling or contact sports.
- No dog piling, wrestling, play-fighting, or similar games.
- No cheerleader flips, cartwheels, or gymnastics.

## **TURF RULES**

- No Backpacks or students wearing backpacks on the turf. Drop backpacks in the backpack zone prior to entering the turf area.
- No food, drink or eating is permitted on the turf. No gum. Drinking water is permitted on the turf only in sealed bottles resting against the fence.
- No sitting/laying (Turf is for exercise/practice/walking only).
- Students will not have access to Health and Wellness equipment during recess. Students must bring equipment from home and store it in their lockers/backpacks.

- If there are H&W classes using the turf, no students will be able to use turf for recess.
- Adult supervision is mandatory in order for students to use the turf.
- No tackling, tripping, wrestling, or play fighting is permitted on the turf.
- When whistle blows, any equipment continued to be used will be confiscated. 10 second rule!
- No phones on the turf.

#### **GYM RULES**

- Food, gum, beverages are not allowed.
- Non-marking athletic shoes are REQUIRED on the gym floor.
- Scheduled events have priority.
- Return all equipment after use.
- Do not wear jewelry during workouts.
- Lock all valuables in your assigned lockers.
- No backpacks on the court.
- Report all injuries to your instructor immediately.
- Anyone found damaging or defacing the gym or equipment will be held financially responsible and subject to disciplinary action.
- If the space needs custodial services, please notify your instructor immediately.
- No hanging or jumping on any equipment.
- No dunking, hanging on basketball hoop nets, volleyball stands/nets, bleachers.

# MWA Dress Code

MWA strives to foster high standards in all areas of the school program, including student attire and personal appearance. At MWA, we believe that student attire has a significant impact on student mindset and behavior. In order to cultivate a sense of pride in one's appearance, to provide the daily opportunity to acclimate to an external standard of dress, and to promote and maintain a safe and inclusive learning environment, MWA has implemented a school-wide dress code policy.

All students are required to follow the MWA uniform dress code outlined below, from the time they arrive until the time they leave campus. In general, students' clothing should fit properly and reflect a sense of professionalism to the academic environment— clothes should not be ripped, torn, overly baggy, inappropriately tight or revealing. If students or parents/guardians are unsure about the MWA dress code, it is their responsibility to seek clarification.

MWA Dress Code applies in class, on campus, and during off-campus field trips.

## Uniform for Normal School Days

- **Bottoms:** NAVY BLUE uniform pants, shorts, skorts, or skirts
  - Must be worn at waist level
  - Uniform bottoms cannot be more than 3 inches from the top of the knee
- **Shirts:** WHITE or SKY BLUE collared shirt or button-down collared dress shirt
  - College t-shirts or sweaters on "College Friday"
  - Long-sleeve undershirts are acceptable (neutral solid colors only)
- **Sweaters:** Uniform colors or neutral-colored cardigans or sweater vests
- **Jackets:** Can be any color; no offensive images or logos; must be removed prior to entering class
- **Shoes:** Closed-toed shoes – sneakers, flats, and casual shoes are acceptable (any color is okay)
  - No shoes with cleats or spikes
  - Not permitted: open-toed shoes, sandals, slippers, or slides
  - Shoes must have a hard-soled bottom
- **Identification Badges**
  - Each student will be issued a MWA ID badge and lanyard
  - Students are expected to wear the ID badge and lanyard around the collar at all times
    - *Students should NOT have ID badges hanging from pant pockets, belt loops, etc.*
  - Students are not allowed to decorate/deface ID badges
  - It is the student's responsibility to replace lost/willfully damaged ID badges. The ID badge replacement cost is \$5
- **Accessories (including vests, socks, belts, ties/bowties etc.)**
  - The following is not permitted for all visible clothing: inappropriate language, slogans, or symbols, including those associated with alcohol, drugs, vulgarity, gangs, illicit or illegal activities.
  - Hats, caps, beanies and gloves are allowed, but must be removed once a student enters a school building.
  - Religious headwear is permitted to be worn at all times.

## Attire for Special Designated Days

*Business Attire, Formal Wear, College Attire and Casual Dress Days*

### Professional Dress Days

Once each month, these days provide students with regular opportunities to demonstrate wearing appropriate attire for professional business environments. Ensuring that we prepare our students to appear confidently and appropriately in professional environments is the key to their success in the workplace and post-secondary education. The following clothes are appropriate for professional dress and formal wear events (I.e. 8th Grade Promotion, awards ceremonies, etc):

- ☑ Slacks, pants, or knee-length skirts in black, brown, navy blue or gray
- ☑ Formal blouses or long sleeved, buttoned up, collared dress shirts in white, pastels or neutral colors
- ☑ Blazers, suit jackets in black, brown, navy blue or gray
- ☑ Sweaters in black, brown, navy blue, gray, pastels or neutral colors are acceptable
- ☑ Suits and ties
- ☑ Formal dress shoes and a belt
- ☑ Jewelry should not detract from ability to learn or participate in on-campus activities

**\*Note: if a student does not own or cannot obtain business attire, standard dress code attire is acceptable.**

### College Attire Days

As part of our comprehensive efforts to develop a college-going culture at MWA, students have the opportunity to participate in weekly College Attire days **every Friday** to foster an early appreciation for and sense of pride related to colleges and universities of a student's choice or interest. On these days, students may wear the following attire:

- Any pants, skirts, shorts, bottoms, sweaters, hoodies, jackets, or accessories representing official colleges and universities.

### Casual Dress Days

MWA students have the opportunity to earn Casual Dress days to demonstrate individuality and personal responsibility through choosing their own attire on selected days. On these days, students may wear non-uniform clothing that adheres to the following guidelines:

- No ripped or tattered clothing
- No skin-baring tops or tank tops
- No inappropriate logos or images that depict illicit or illegal activity
- Bottoms may not be more than 3 inches above the knee

One Casual Dress day can be awarded to the student body each month. Casual Dress days may also be earned for individual classes and grade levels that collectively demonstrate MWA's Core Values on campus and throughout the community. Casual Dress days are also earned for grade levels demonstrating attendance excellence (no more than two students absent within a grade) for two or more days in a school week.

# MWA Student Behavior Management and Restorative Justice Practices

MWA believes that each student has liberties that include freedom of expression (artistic, intellectual, individual), freedom from physical aggression, and freedom from concerns regarding personal safety in the school environment. Our model of student support is rooted in restorative justice, which focuses on building positive relationships, comprehensively addressing harm/conflict, and restoring relationships. Our model also asserts that students, especially students coming from urban environments, are not broken, but have valuable skill sets to be accessed. In honor of this approach to behavior management, MWA provides resources that target the development and acquisition of various skills (academic, intellectual, and socio-emotional) in preparation for collegiate and professional environments. Our goal for student development is holistic centered, but we also understand that part of student development includes disciplinary measures as well to ensure the safety of our school community. When appropriate, we will exercise discipline measures to maintain the integrity of our programmatic structure.

## Student Code of Conduct

Teaching and learning for all students is the highest priority. Therefore, one student's misbehavior will not be allowed to interfere with the learning opportunities of other students, or the teacher's responsibility to teach all students. In working to promote both academic and social development, MWA's school-wide behavior management policies are intended to uphold school-wide behavior and academic expectations. Students who fail to adhere to these expectations will be subject to an appropriate consequence.

## Classroom Management Policy

When a student does not follow classroom expectations, the following are strategies utilized by faculty to redirect behavior for positive individual and learning outcomes:

- Verbal warning: spoken cue to student that behavior is not appropriate
- "Pause" or "check-in": provision of time/space for student to reflect, de-escalate as necessary and make the choice to positively change their behavior
- Application of classroom consequences per teacher's classroom management system, listed in syllabus
- Parent/guardian contact by teacher
- Scheduling of parent/guardian conference by teacher, as needed
- Application of academic and/or behavioral intervention strategies by teacher

If the student does not positively redirect their behavior, the student will be issued a behavior referral and sent to the Dean of Students. The section below outlines the academy-wide behavior management model. The below chart represents a non-exhaustive list of examples of types of behavior and resulting consequences. Depending on the infraction, a single incident may constitute a suspendable or expellable infraction under the MWA Suspension and Expulsion Policy. The school will make every effort to support a student before utilizing consequences involving suspension and or expulsion\*.

\* A complete copy of MWA's Suspension and Expulsion Policy, including more detailed expulsion procedures, is included at the end of this handbook.

## School-Wide Behavior Management System



**Behavior Infraction Category: Level 1, Procedural (Core Value Connection: Responsibility)**  
**Procedural: Behaviors that affect only the student exhibiting the behavior and impedes the student from being responsible for their own learning. This behavior can impact how the student engages the process of learning.**

**Staff Oversight:** Teachers

Procedural Infraction Examples:

- Not having appropriate equipment and materials-
- Sleeping in class-
- Gum chewing and unauthorized eating in classroom or hallways-
- Being off task, but not disrupting others-
- Improper use of school equipment or materials-
- Dress code violations-
- Truancy/Repeated lateness-
- Skipping/Cutting class
- Failing to follow a reasonable request of a staff member or volunteer-
- Non-Report to Detention-
- Usage or Possession of cell phone or other electronic device during school hours-
- Loitering in neighborhoods or restricted areas-
- Defiance of Authority

<b>1<sup>st</sup> Offense Intervention Range</b>	<b>2<sup>nd</sup> Offense Intervention Range</b>	<b>3<sup>rd</sup> Offense Intervention Range</b>
<ul style="list-style-type: none"> <li>● Restorative Action/ Conversation</li> <li>● Temporary or permanent loss of bus privileges based on MWA Bus Rider Agreement</li> <li>● Confiscation of device until the end of the school day</li> </ul>	<ul style="list-style-type: none"> <li>● Restorative Action/ Conversation</li> <li>● Call Home (parent/guardian notification)</li> <li>● Skill Development Activity/ Assignment</li> <li>● Assign 1 Day Detention</li> <li>● Confiscation of device until Parent/ Guardian pick-up</li> </ul>	<ul style="list-style-type: none"> <li>● Restorative Action/ Conversation</li> <li>● Call Home (parent/guardian notification)</li> <li>● Skill Development Activity/Assignment</li> <li>● Parent Shadow Requested</li> <li>● Loss of Privilege</li> <li>● Assign 2 Days Lunch Detention</li> <li>● Parent/Teacher Conference</li> <li>● Two week device submittal to Front Office</li> </ul>



## School-Wide Behavior Management System (continued)

**Behavior Infraction Category: Level 2, Self-Management (Core Value Connection: Scholarship)**  
**Behaviors that involve students not being prepared, and/or not demonstrating behaviors that represent expected social deportment and academic engagement.**

**Staff Oversight:** Teachers, Dean of Students (for ongoing infractions)

Self-Management Infraction Examples:

- Horseplay-
- Being off campus or in an unauthorized area without permission-
- Inappropriate display of affection-
- Inappropriate/inadequate participation in school activities-
- Cheating, Academic dishonesty or plagiarism-
- Violations of the computer and network use policy not pertaining to Level IV infractions-
- Violation of Arrival/ Dismissal Policy or Closed Campus Policy-
- Out of Class or Off Campus without Permission-
- Forging a document/False documentation-
- Public Displays of Affection (PDA)

1 <sup>st</sup> Offense Intervention Range	2 <sup>nd</sup> Offense Intervention Range	3 <sup>rd</sup> Offense Intervention Range
<ul style="list-style-type: none"> <li>● Restorative Circle with impacted students</li> <li>● Call Home (parent/guardian notification)</li> <li>● Skill Development Activity/ Assignment</li> <li>● 1 Day Lunch Detention</li> <li>● Temporary or permanent loss of Bus privileges based on MWA Bus Rider Agreement</li> <li>● Zero credit for all incidents of cheating, academic dishonesty or plagiarism</li> </ul>	<ul style="list-style-type: none"> <li>● Restorative Circle with impacted students</li> <li>● Call Home (parent/guardian notification)</li> <li>● Skill Development Activity/ Assignment</li> <li>● 2 Days Lunch Detention</li> <li>● Loss of privilege</li> </ul>	<ul style="list-style-type: none"> <li>● Restorative Circle with impacted students</li> <li>● Call Home (parent/guardian notification)</li> <li>● Skill Development Activity/ Assignment</li> <li>● 3 Days Lunch Detention</li> <li>● Loss of privilege(s)</li> <li>● Parent Shadow Requested</li> <li>● Parent/Teacher Conference</li> <li>● Behavior Plan Meeting</li> </ul>

## School-Wide Behavior Management System (continued)

**Behavior Infraction Category: Level 3, Disruptive (Core Value Connection: Respect)**  
**Behaviors that demonstrate the lack of respect of an orderly learning environment.**

**Note: These are behaviors that do not pose a threat to the student or teacher.**

**Staff Oversight:** Teachers, Dean of Students, Senior School Director

Disruptive Infraction Examples:

- Disturbing another student in any way-
- Theft and/or the defacement or destruction of property-
- Possession of inappropriate literature, images, music, and/or videos-
- Profanity and/or abusive language-
- Disrespect/ non-compliance toward adults or peers-
- Possession of a non-lethal object (ie. Technology, explicit items) not allowed at school

1 <sup>st</sup> Offense Intervention Range	2 <sup>nd</sup> Offense Intervention Range	3 <sup>rd</sup> Offense Intervention Range
<ul style="list-style-type: none"> <li>● Restorative Conference/Circle</li> <li>● Call Home (parent/guardian notification)</li> <li>● Skill Development Activity/ Assignment</li> <li>● 1 Day Lunch Detention</li> <li>● Restorative Community Project</li> <li>● Campus Beautification Lunch and After-School</li> <li>● Referral to Dean of Students</li> </ul>	<ul style="list-style-type: none"> <li>● Restorative Conference/ Circle</li> <li>● Call Home (parent/ guardian notification)</li> <li>● Skill Development Activity/ Assignment</li> <li>● 2 Days Lunch Detention</li> <li>● Restorative Community Project</li> <li>● Campus Beautification Lunch and After-School</li> <li>● Parent Shadow Requested</li> <li>● Parent/Teacher Conference</li> <li>● Referral to Dean of Students</li> <li>● Loss of privilege</li> </ul>	<ul style="list-style-type: none"> <li>● Restorative Conference/Circle</li> <li>● Call Home (parent/guardian notification)</li> <li>● Skill Development Activity/ Assignment</li> <li>● 3-5 Days Lunch Detention</li> <li>● Restorative Community Project</li> <li>● Campus Beautification Lunch and After-School</li> <li>● Parent Shadow Requested</li> <li>● Parent/Teacher Conference</li> <li>● Behavior Plan Meeting</li> <li>● Referral to Dean of Students</li> <li>● Loss of Privilege(s)</li> <li>● Parent conference with the Dean of Students</li> <li>● Student to present Restorative essay during Community Building Time/Advisory/Homeroom</li> <li>● Parent Shadow or Observation (Parents may be required to shadow or observe their student in the school setting should the student consistently not meet</li> </ul>

		the behavioral expectation of the Academy)
<i>Depending on the infraction and severity of the infraction, the following may also apply:</i>	<i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i>	<i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i>
<ul style="list-style-type: none"> <li>● 1-2 Day loss of After-School Program privileges</li> <li>● 1-2 Day Suspension</li> <li>● Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD</li> <li>● Restitution (financial and otherwise) to target(s)/victim(s), for damage to or loss of personal or school property (whether damage/loss was intentional or unintentional)</li> <li>● Temporary or permanent loss of Bus privileges based on MWA Bus Rider Agreement</li> <li>● Parent/Guardian Conference with Senior School Director to discuss student placement at MWA</li> </ul>	<ul style="list-style-type: none"> <li>● 2-3 Day loss of After-School Program privileges</li> <li>● 2-3 Day Suspension</li> <li>● Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD</li> <li>● Parent/Guardian Conference with Senior School Director to discuss student placement at MWA</li> </ul>	<ul style="list-style-type: none"> <li>● 3-5 Day loss of After-School Program privileges (further infractions will result in After-School Programming privileges being revoked)</li> <li>● 3-5 Day Suspension</li> <li>● Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD</li> <li>● Parent/Guardian Conference with Senior School Director to discuss student placement at MWA</li> <li>● Ongoing disruptive infractions may result in a recommendation for expulsion</li> </ul>

## School-Wide Behavior Management System (continued)

**Behavior Infraction Category: Level 4, Aggressive: (Core Value Connection: Community)**  
**Behaviors that threaten the physical and/or mental safety and wellbeing of the school community and/or are illegal.**

**Staff Oversight:** Dean of Students is the primary respondent with support from the Senior School Director.

Student may be:

- suspended for the maximum number of days allowable by law with the possibility of expulsion for all Level 4 infractions.
- required to complete a risk or threat assessment by a school-based mental health professional or primary care physician.

**Aggressive Infraction Examples:**

- Unauthorized possession, sale, or otherwise furnishing of any firearm, knife, explosive or other dangerous object-
- Intimidation/extortion/ threats –
- Hitting, grabbing, shoving-
- Fighting: assault or battery of any kind-
- Possession, sale, distribution, or use of tobacco, alcohol, drugs, any controlled substance, or any intoxicant of any kind-
- Pulling a fire alarm without cause or otherwise making a false alarm-
- Harassment of any kind-
- Arson and possession/use of explosive devices-
- Hazing- Inappropriate sexual conduct-
- Violations of the computer or network use policies pertaining to Aggressive infractions

<b>1<sup>st</sup> Offense Intervention Range</b>	<b>2<sup>nd</sup> Offense Intervention Range</b>	<b>3<sup>rd</sup> Offense Intervention Range</b>
<ul style="list-style-type: none"> <li>● Immediate Referral to Dean of Students</li> <li>● Restorative Conference/Circle</li> <li>● Call Home (parent/guardian notification)</li> <li>● Skill Development Activity/ Assignment</li> <li>● 2 Day Lunch Detention</li> <li>● Restorative Community Project</li> <li>● Campus Beautification Lunch and After-School</li> <li>● Parent/Teacher Conference</li> <li>● Loss of privilege</li> <li>● Parent conference with the Dean of Students</li> </ul>	<ul style="list-style-type: none"> <li>● Immediate Referral to Dean of Students</li> <li>● Restorative Conference/Circle</li> <li>● Call Home (parent/guardian notification)</li> <li>● Skill Development Activity/ Assignment</li> <li>● 3 Days Lunch Detention</li> <li>● Restorative Community Project</li> <li>● Campus Beautification Lunch and After-School</li> <li>● Parent Shadow Requested</li> </ul>	<ul style="list-style-type: none"> <li>● Immediate Referral to Dean of Students</li> <li>● Restorative Conference/Circle</li> <li>● Call Home (parent/guardian notification)</li> <li>● Skill Development Activity/ Assignment</li> <li>● 5 Days Lunch Detention</li> <li>● Restorative Community Project</li> <li>● Campus Beautification Lunch and After-School</li> <li>● Parent/Teacher Conference</li> <li>● Behavior Plan Meeting</li> <li>● Loss of Privilege(s)</li> </ul>

<ul style="list-style-type: none"> <li>• Student to present Restorative essay during Community Building Time/Advisory/Homeroom</li> <li>• Parent Shadow or Observation Requested</li> </ul>	<ul style="list-style-type: none"> <li>• Parent/Teacher Conference</li> <li>• Loss of privilege(s)</li> <li>• Parent conference with the Dean of Students</li> <li>• Student to present Restorative essay during Community Building Time/Advisory/Homeroom</li> <li>• Parent Shadow or Observation (Parents may be required to shadow or observe their student in the school setting should the student consistently not meet the behavioral expectation of the Academy)</li> </ul>	<ul style="list-style-type: none"> <li>• Parent conference with the Dean of Students</li> <li>• Student to present Restorative essay during Community Building Time/Advisory/Homeroom</li> <li>• Parent Shadow or Observation (Parents may be required to shadow or observe their student in the school setting should the student consistently not meet the behavioral expectation of the Academy)</li> </ul>
<p><i>Depending on the infraction and severity of the infraction, the following may also apply:</i></p>	<p><i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i></p>	<p><i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i></p>
<ul style="list-style-type: none"> <li>• 1-2 Day loss of After-School Program privileges</li> <li>• 1-2 Day Suspension</li> <li>• Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD</li> <li>• Complete Substance Use/Abuse Education Program (where applicable)</li> <li>• Temporary or permanent loss of Bus privileges based on MWA Bus Rider Agreement</li> <li>• Parent/Guardian Conference with Senior School Director to discuss student placement at MWA</li> </ul>	<ul style="list-style-type: none"> <li>• 2-3 Day loss of After-School Program privileges</li> <li>• 2-3 Day Suspension</li> <li>• Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD</li> <li>• Parent/Guardian Conference with Senior School Director to discuss student placement at MWA</li> </ul>	<ul style="list-style-type: none"> <li>• 3-5 Day loss of After-School Program privileges (further infractions will result in After-School Programming privileges being revoked)</li> <li>• 3-5 Day Suspension</li> <li>• Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD</li> <li>• Parent/Guardian Conference with Senior School Director to discuss student placement at MWA</li> <li>• Ongoing aggressive infractions may result in a recommendation for expulsion</li> </ul>

## School Safety Policy Guidelines

It is the policy of MWA to provide a safe environment for students and staff by removing students whose actions cause a potential or continuing danger to students and/or staff. If a student commits any of the following infractions on or under school jurisdiction (while the student is at school, in route to or from school, or at a school-sponsored event/activity), the student **will be recommended for expulsion** from MWA:

- Possessing, selling, or otherwise furnishing a firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Division Director or designee's concurrence.
- Brandishing a knife at another person. As used in this section, "knife" means any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing, a weapon with a blade longer than 3 ½ inches, a folding knife with a blade (any size) that locks into place, or a razor with an unguarded blade.
- Unlawfully selling a controlled substance.
- Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

**Fights/Threats/Bullying:** Students are encouraged and expected to take the following steps to resolve conflict instead of resulting to physical action, threats, or intimidation:

- Inform a Dean of Students, teacher, site monitor, security or any adult in the general vicinity.
- Walk away from the situation that appears to be escalating, then seek out assistance.
- Take deep breaths to help calm down.
- Request a conflict mediation meeting with the Dean of Students to help resolve potential conflicts.

Consequently, fighting, repeated threats to fight, or bullying as a means of creating or resolving conflicts will result in a recommendation for expulsion.

### **Controlled Substances (Drugs or Alcohol):**

The following circumstances can result in suspension and a possible recommendation for expulsion:

- Using, possessing, attempting to buy or selling a controlled substance (illegal drugs or alcohol) or being under the influence.
- Students possessing, attempting to buy, under the influence of, using or selling alcohol or other drugs or related paraphernalia at school or at a school event will be recommended for an Expulsion.
- Possession of tobacco or nicotine products, including but not limited to cigarettes (including electronic smoking devices, e-cigarettes, hookah pens) snuff and smokeless tobacco.

**(Please Note:** Any of the aforementioned offenses may be reported to the proper legal authorities. Further, repeated or severe violations of the school disciplinary policies may also result in a recommendation for expulsion as identified below in the Suspension and Expulsion Policy and Procedures.)

***The above school rules and regulations apply to all school activities, on or off campus, including school-sponsored activities and events, as well as in transport to/from school grounds.***

Submitting someone else's work as one's own, including that of tutors, friends, parents or siblings or paraphrasing *without giving credit to the source*:

- Turning in purchased papers or papers from the internet written by someone else

- Helping others plagiarize by sharing one's work, even if a student is unaware it will be copied
- Using someone else's idea *without giving credit to the original source*

**Note: Students can use other people's ideas and even paraphrase or quote their words, but they must give them credit in the writing.**

## Searches and Seizures

MWA is fully committed to promoting a safe learning environment. To ensure this, MWA will act in accordance with state law to provide procedures and policies with the goal of eliminating the possession and use of prohibited items, including weapons, controlled substances, or other dangerous items, by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, law enforcement, MWA security personnel, and/or Executive/Senior Leadership may search a student's personal property, and/or property belonging to MWA under the student's use and may seize illegal, unsafe, or otherwise prohibited items. A student and their belongings may be searched if there is reasonable suspicion that the student has violated or is violating the law or established school rules.

Any illegal items and the possession of illegal items (as defined by state law and MWA's policies and guidelines) may be subject to law enforcement. Student lockers are MWA property and remain at all times under the control of MWA. The acceptance and use of locker facilities on MWA campus by any student shall constitute consent by the student to the search of such locker facilities by authorized MWA personnel and/or law enforcement. Inspections of lockers may be conducted by school personnel and/or law enforcement though the use of trained dogs as described above. Copies of the MWA Search and Seizure policy can be requested at the Middle and Upper School offices.

## Mental Health Services

MWA recognizes that unidentified and unaddressed, mental health challenges can lead to poor academic performance, increased likelihood of suspension and expulsion, chronic absenteeism, student attrition, homelessness, incarceration, and violence. Access to mental health services at MWA and in our community is not only critical to improving the physical and emotional safety of students, but it also helps address barriers to learning and provides support so that all students can learn problem-solving skills and achieve in school and, ultimately, in life. Our students can ask for support from MWA's division social worker by contacting the Main Office in person or by phone at 510-262-1511.



# Suicide Prevention and Intervention

The CDC reports that suicide is the second leading cause of death among people 10 to 34 years of age in the United States[i]. MWA’s Suicide Prevention and Intervention policy, along with MWA’s Death Policy, outlines MWA’s suicide prevention, intervention and postvention procedures to protect the health and well-being of all MWA students. Please see MWA’s Death Policy for postvention procedures on how to respond to a student who has died by suicide or other circumstances. A full copy of the Suicide Prevention and Intervention Policy and MWA’s Death Policy can be found on the school website.

## Prevention Programming for Students

Students will participate in workshops and trainings that will inform them about the warning signs of suicide, symptoms of mental health disorders commonly experienced by adolescents, resources for mental health support, and how to access mental health services at MWA and in the community.

In order to be responsive to the needs of high-risk students, MWA will provide services to the following categories of students determined by available research to be at elevated risk for suicide who are (not a comprehensive list):

- Youth bereaved by suicide.
- Youth with disabilities, mental illness, or substance use disorders.
- Youth experiencing homelessness or in out-of-home settings, such as foster care.
- Lesbian, gay, bisexual, transgender, or questioning youth.

Services are provided through: case management, critical incident debriefings, grief support groups, group therapy, individual therapy, and referrals for external support.

## Risk Factors and Protective Factors

Risk factors for suicide are characteristics or conditions that increase the chance that a person may try to take her or his life. Suicide risk tends to be highest when someone has several risk factors at the same time. (<https://www.thetrevorproject.org/resources/preventing-suicide/suicide-risk-factors/>)

FACTORS OF THE MIND AND BODY	FACTORS FROM THE ENVIRONMENT	FACTORS THAT A PERSON TAKES PART IN, EXPERIENCES OR LEARNS
<ul style="list-style-type: none"> <li>● History or signs of depression</li> <li>● History of mental illness</li> <li>● History of being abused or mistreated</li> <li>● History of self-injury</li> <li>● Tendency to be impulsive</li> <li>● Major physical illness</li> <li>● Affective disorders (i.e. mood disorders)</li> <li>● Previous suicide attempt(s)</li> </ul>	<ul style="list-style-type: none"> <li>● Barriers to mental health services</li> <li>● Lack of community support</li> <li>● Homelessness</li> <li>● A death or relationship breakup</li> <li>● A job loss or change in financial security</li> <li>● Feeling unsafe</li> <li>● Family history of suicide</li> <li>● High stress family environment or dynamic</li> <li>● Academic or family crisis</li> <li>● Easy access to lethal materials</li> </ul>	<ul style="list-style-type: none"> <li>● Risky health behaviors (e.g. substance abuse, unsafe sex practices, etc.)</li> <li>● Lack of support from other youth</li> <li>● Cultural or religious beliefs that suggest suicide as a solution</li> <li>● Exposure to suicide through the media, family, friends or co-workers</li> <li>● Unwillingness to seek help</li> <li>● Non-suicidal self-injury</li> <li>● Victimization at home or in school</li> </ul>



		<ul style="list-style-type: none"> <li>● Difficulty in school, failing grades, bullying others</li> </ul>
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***It is important to bear in mind that the large majority of people with mental disorders or other suicide risk factors do not engage in suicidal behavior.***

Protective factors for suicide are characteristics or conditions that may help to decrease a person’s suicide risk. While these factors do not eliminate the possibility of suicide, especially in someone with risk factors, they may help to reduce that risk. Protective factors for suicide have not been studied as thoroughly as risk factors, so less is known about them.

**Protective factors for suicide include**

- Easy access to effective, culturally competent care
- Support from medical and mental health care professionals
- Coping, problem solving and conflict resolution skills
- Restricted access to highly lethal means of suicide (e.g. firearms)
- Strong connections to family members
- Connectedness to safe schools
- Academic, artistic, athletic achievements
- Nonviolent problem solving and conflict resolution
- Family acceptance for their sexual orientation and/or gender identity
- Positive connections with friends who share similar interests
- Cultural and religious beliefs that discourage suicide
- Positive role models and self esteem

***Note that protective factors do not entirely remove risk, especially when there is a personal or family history of depression or other mental disorders.***

**Re-Entry Procedures**

When a student returns to school after a mental health crisis, the Dean(s) and a school mental health professional (i.e. School Social Worker or Clinician) will meet with the student’s parent/guardian and the student to discuss the process for re-entry and the student’s readiness to return to school.

- A school mental health professional will coordinate mental health services with the student, parent/guardian, and external mental health care providers with authorization of exchange/release of information.
- The parent/guardian will provide documentation from a mental health care provider with the student’s discharge plan that includes the hospitalization dates and contact information of the treating clinician.
- A school mental health professional will inform the senior leadership team of the support plan for the student.
- A school mental health professional or one of the Deans will share with the student’s Grade Level Lead the support plan and accommodations or adjustments that should be put in place to help re-integrate the student back to school. If needed, MWA mental health professionals will work with the Special Education Coordinator to put in place an IEP or 504 plan for the student.
- A school mental health professional will assess the students risk level for at least six weeks after hospitalization and will schedule periodic check-ins with the student and parents/guardians to help the student readjust to the school community and address any ongoing concerns. The student may engage

in mental health treatment at MWA if they are not being provided by an external mental health care provider.

[i] <https://www.cdc.gov/violenceprevention/suicide/statistics/>

## Expectant and Parenting Students

The MWA mission states, “Making Waves commits to rigorously and holistically preparing students to gain acceptance to and graduate from college to ultimately become valuable contributors to the workforce and their communities.” This statement is inclusive of expectant and parenting students. MWA encourages expectant and parenting students to continue their education while receiving necessary health, social service, and day care services. MWA recognizes that expectant and parenting students face challenges that may interfere with academic success and are entitled to accommodations that provide them with the opportunity to succeed academically while protecting their health and the health of their children. This policy outlines the protocol that MWA will utilize to best support expectant and parenting students.

A pregnant or parenting student is entitled to eight weeks of parental leave, or more if deemed medically necessary by the student’s physician, which the student may take before the birth of the student’s infant if there is a medical necessity and after childbirth during the school year in which the birth takes place, inclusive of any mandatory summer instruction, in order to protect the health of the student who gives or expects to give birth and the infant, and to allow the pregnant or parenting student to care for and bond with the infant. A pregnant or parenting student who does not wish to take all or part of the parental leave to which they are entitled shall not be required to do so. When a student takes parental leave, MWA will ensure that absences from the student’s regular school program are excused until the student is able to return to the regular school program or an alternative education program. MWA shall not require a pregnant or parenting student to complete academic work or other school requirements during the leave. A pregnant or parenting student may return to the school and the course of study in which the student was enrolled before taking parental leave.

Upon return to school after taking parental leave, a parenting student will be able to make up work missed during their leave, including, but not limited to, makeup work plans and re- enrollment in courses. Notwithstanding any other law, a pregnant or parenting student may remain enrolled for a fifth year of instruction in MWA if it is necessary in order for the student to be able to complete any graduation requirements, unless MWA determines that the student is reasonably able to complete the graduation requirements in time to graduate from high school by the end of the student’s fourth year of high school. If a student chooses not to return to MWA after taking parental leave, they are entitled to alternative education options offered by MWA. A pregnant or parenting student who participates in an alternative education program shall be given educational programs, activities, and courses equal to those he or she would have been in if participating in the regular education program. A student shall not incur an academic penalty as a result of the student’s use of the accommodations to which it is entitled under the law.

Complaints of noncompliance with laws relating to pregnant or parenting students may be filed under the Uniform Complaint Procedures (“UCP”) of MWA. The complaint may be filed in writing with the UCP compliance officer:

Elizabeth Martinez, Chief of Staff  
4123 Lakeside Drive , Richmond, CA 94806

(510) 262-1511, [compliance@mwacademy.org](mailto:compliance@mwacademy.org)

## What Does Federal Law Say?

Title IX of the Educational Amendments of 1972 stipulates the following in regards to expectant and/or parenting students:

- No rule concerning a student's actual or potential parental, family, or marital status which treats students differently on the basis of sex shall be applied (5 CCR § 4950; 34 CFR § 106.40(a)).
- Schools must treat pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom in the same manner and under the same policies as any other temporary disability with respect to any medical or hospital benefit, service, plan or policy MWA administers, operates, offers, or participates in with respect to MWA's students (5 CCR § 4950(d); 34 CFR § 106.40(b)(4)).
- A physician's note certifying that the student is physically and emotionally able to continue participation may be required only if such certification is required for all students for other physical or emotional conditions requiring the attention of a physician (5 CCR § 4950(b); 34 CFR § 106.40(b)(2)).
- Students are permitted to take a leave of absence for pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom for so long a period of time as is deemed medically necessary by the student's physician, at the conclusion of which the student shall be reinstated to the status which she held when the leave began (34 CFR § 106.40(b)(5)).
- Students shall not be discriminated against or excluded from education programming or activity, including any class or extracurricular activity, on the basis of such student's pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom, unless the student requests voluntarily to participate in a separate portion of the program or activity of MWA. (34 CFR § 106.40(b)).
- A student may participate in a program or activity for pregnant students if provided by MWA, but participation must be completely voluntary and the separate program or activity must be comparable to that offered to non-pregnant students (34 CFR § 106.40(b)(3)).
- Requiring or refusing to allow a student to take a course or participate in a program on the basis of sex is prohibited (34 CFR § 106.34).
- Discriminatory counseling and use of materials that treat students differently on the basis of sex are prohibited (34 CFR § 106.36).
- Discrimination is prohibited in activities that are part of MWA's education program even if they are not directly run by MWA. Thus, a student cannot be excluded from a program such as student exchange, study abroad, or coursework programs on any basis prohibited by Title IX (34 CFR § 106.31(d)).

## Social Work Support

Students who are identified as expectant or parenting will be referred to MWA's Division Social Worker. The Division Social Worker will work alongside the student to ensure that MWA is providing academic and socio-emotional support in-school, in addition to referring the student to these types of support within the community. Once an expectant or parenting student is referred to the Division Social Worker, the following protocol will be implemented:

- The Division Social Worker will meet with the expectant and/or parenting student to assess the student's physical, mental, and emotional state. The Social Worker will review Title IX rights and confidentiality with the student. If the student consents, the Social Worker will set-up a meeting with the student, student's family, and school administrators.
- The Division Social Worker will collaborate with academic interventionists in order to develop a graduation plan with each expectant and/or parenting student, which will include maternity/paternity leave dates, academic goals, an academic plan, and academic and socio-emotional supports needed.
- The Division Social Worker will collaborate with school staff to ensure the delivery of support systems.
- The Division Social Worker will refer the student to community resources and supports that serve expectant and parenting students, including Cal-Safe Programs.

## School Adjustments

MWA will make reasonable adjustments to facilitate equal access and full participation of expectant and parenting students. Adjustments will be made on a case-by-case basis, and may include:

- Home-based study with support from teachers
- Online learning
- Class schedule flexibility
- Provide a private location where the student can pump milk
- Allow additional time for passing periods, lunch, pumping, and breastfeeding as needed

## Confidentiality

Expectant and parenting students have the right to have their health and personal information kept confidential. MWA staff should make every effort to keep personal information and health records confidential within the boundaries of applicable law. Here are some important guidelines to ensure confidentiality:

- Personal information students share with the Division Social Worker should be kept confidential.
- The Division Social Worker should encourage these youth to consider informing their parents of a pregnancy. However, the Division Social Worker and/or school staff may not disclose this information to the student's parents or force or coerce the youth to inform their parents, or any other individual, of any pregnancy or parenting related information.
  - Fear of disclosure prevents some minors from seeking services. When minors are assured that providers will respect their privacy and provide confidential care, they are more likely to seek care, especially reproductive healthcare. Generally, when a minor has the right to consent to treatment or testing, healthcare providers and school staff should keep information related to the service confidential. However, there are circumstances in which confidentiality may not be possible, including: cases of suspected child abuse or neglect, threats by the minor against self or others, cases where there is a serious risk to the minor's life or health (learning of a pregnancy or parenting status is not in and of itself a serious risk to the minor's life or health).

## Attendance

Every child between the ages of 6 and 18 has the right and the obligation to attend school. Expectant and parenting students have the same right and obligation under compulsory school attendance laws. This attendance right and obligation applies to students regardless of their marital or parental status. Below are important guidelines to monitor the attendance of expectant and/or parenting students.

- Students are entitled to an extended absence or leave of absence for reasons of pregnancy and related medical conditions, including pregnancy-related illness or health condition, childbirth, and recovery therefrom. The leave shall be for at least the duration deemed medically necessary by the student's licensed health care provider. Documentation from students' licensed health care providers may be required for verification of pregnancy and related medical conditions only if it is also required for absences due to other medical conditions. Student parents are also entitled to a fair and reasonable parental leave following the birth of a new child. That leave may be taken sequentially following pregnancy leave. The student's family, school staff and medical professionals shall specify a fair and reasonable term for parental leave with each expectant student.
- Students with excused absences or tardiness such as pregnancy-related illnesses or the medical care of related conditions shall be treated like all other students with excused absences or tardiness for short-term disability or medical reasons. Students with excused absences shall be allowed to complete all assignments

and tests missed, or a reasonable equivalent of the work missed, during the absences within a reasonable time period. Students shall be given full credit upon satisfactory completion of that work.

- A student who is the parent of a child shall be considered excused when their absence or tardiness is due to the illness or the medical appointment of their child or as a result of the student's pre- or post-natal medical conditions.
- A student who is the parent of a child shall also be considered excused due to lack of child care when the student has made a reasonable effort to secure and maintain reliable child care. The Division Social Worker will take part in determining whether the student has made a reasonable effort to secure child care. MWA requires verification of appointments from expectant students' licensed healthcare providers or the licensed healthcare providers for students' children, however, any such oral or written verification will not appear in the student's school records and shall be stored in a separate confidential file managed by the Division Social Worker.
- At the conclusion of a pregnancy and/or parental leave, students will be reinstated at MWA with the same status as before the leave began. MWA will support the continuation of learning during excused absence and leave with the supports listed above.

## Homeless Students

Liaison for Homeless, Foster and/or Mobile Youth: MWA Social Workers, 4123 Lakeside Drive, Richmond, CA 94806, Ph. (510) 262-1511

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 USC 11434a):

- Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
- Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
- Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of "homeless."

Homeless status is determined in cooperation with the parent/guardian. In the case of unaccompanied youth, status is determined by the MWA Liaison.

A copy of MWA's annual notice on Homeless Youth is located in the appendices section.

## Foster Youth

The term “foster youth” is defined as:

1. “Foster youth” refers to any child who has been removed from their home pursuant Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
2. “Former juvenile court school students” refers to a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to MWA.
3. “Child of a military family” refers to a student who resides in the household of an active duty military member.
4. “Currently Migratory Child” refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to MWA from another Local Educational Agency (“LEA”), either within California or from another state, in order that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. “Currently Migratory Child” includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. “Student participating in a newcomer program” means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

A copy of MWA’s annual notice on Foster Youth is located in the appendices section.

## School Property and Personal Possessions

### Lockers and Locks

Students will be assigned a locker with a lock. Only locks provided by MWA will be used on the lockers. Students should keep the combination to themselves. There will be a \$5 replacement fee for any lost locks. Lockers are for your belongings and school supplies. Students are responsible for the organization and cleanliness of their locker. Lockers may be searched at any time by school officials to the extent allowed by law. As such, students:

- Should not have any unauthorized and/or illegal items such as weapons, cigarettes, drugs (even prescription drugs, which should be kept in the nurse’s office).
- Should not leave food in their locker as it attracts rodents and ants.
- Should not leave any PE clothing in the locker over the weekend.
- Should not leave any electronics, irreplaceable items or other valuables in their locker, including money.

### Textbooks

Students will be issued textbooks for their classes. Instructional materials are an expensive resource and MWA provides sufficient instructional materials in accordance with state law. Instructional materials provided for use by students remain the property of MWA. Students are responsible for returning borrowed materials in good condition, with no more wear and tear than usually results from normal use. Students are expected to handle all instructional materials in good condition. Damages to instructional materials may be billed to the family/guardian. If a student textbook is found not under the possession of its owner on campus, it is returned to the Front Office and the parent/guardian is notified.

The parent/guardian of a minor student shall be liable for the replacement cost for any textbooks that the student fails to return or that is willfully cut, defaced or otherwise damaged. The cost of the textbook varies based on the subject matter and cost of shipping. Textbooks purchased by the student or parent/guardian will not be accepted as a replacement in lieu of funds. If the student or parent/guardian



are unable to return the property or pay for the damages, they can work with MWA Administration to work out a solution.

## Computer/Internet Use Policy

MWA provides internet access to students for educational purposes only. The use of the internet is necessary for many school research projects. Misuse of the internet or other MWA technology violates MWA Technology Acceptable Use Policy and subjects a student to school disciplinary consequences.

Guidelines:

- Students must complete a cyber-ethics and safety course every year.
- Students should have no expectation of privacy at any time while using MWA technology, nor at home when it pertains to school business.
- MWA is authorized to monitor the use of MWA technology including but not limited to email logs and internet histories of students and does so.
- Students may only use MWA technology, including its internet network, for appropriate educational purposes and research.
- Student access to the internet shall be for school related purposes only; students may not use the network in a fashion inconsistent with directions from teachers or other staff or in violation of the MWA Technology Acceptable Use Policy, which includes, but is not limited to the following prohibited actions:
  - a. Playing games or online gaming.
  - b. Downloading software, music, movies or other content in violation of licensing requirements, copyright or other intellectual property rights.
  - c. Installing software on MWA equipment without the permission of a teacher or other authorized MWA staff person.
  - d. Downloading, viewing or sharing inappropriate content, including pornographic, defamatory or otherwise offensive material.
  - e. Conducting any activity that is in violation of MWA policy, the student code of conduct or local, state or federal law.
  - f. Engaging in any activity that is harmful to other student(s), including the use of MWA technology to harass, intimidate, or bully or otherwise disrupt the educational process.
  - g. Using MWA technology to engage in political activities or conducting for-profit business.
  - h. Using hacking tools on the network or intentionally introducing malicious code or viruses into MWA's network.
  - i. Using any software or proxy service to obscure either the student's IP address or the sites that the student visits.
  - j. Disabling, bypassing, or attempting to disable or bypass any system monitoring, filtering or other security measures.
  - k. Accessing or attempting to access material or systems on the network that the student is not authorized to access.
- Students should use the internet/network only with the permission of designated school staff.
- Students should be considerate of other users on the network.
- Students must use appropriate language for school situations and must not use vulgar or profane language or images, including those with implied vulgarity and/or profanity.
- Students should immediately report any security problems or breaches of these responsibilities to the supervising teacher.
- Students must adhere to copyright laws and plagiarism rules when using the Internet; students should acknowledge the source of information included in their work.
- Students may not share user IDs and passwords required to access email and other programs.
- Students may not give out personal information about themselves or where they live.
- Students may not fill out forms on the Internet without parent/teacher permission.
- Students may not send pictures of themselves through email using MWA technology.
- Students may not have access to e-commerce or publicly provided Internet Service Providers or email services. Students will receive school email accounts upon teacher request and parent permission if the accounts are needed for educational projects.
- Students may not use proxy avoidance sites (sites that allow the user to bypass the Internet filter) or other sites indicated as blocked. Use of these sites violates MWA's Policy and could result in loss of internet access and/or other disciplinary actions.
- Students may not intentionally degrade or disrupt internet network services or equipment. This includes but is not limited to tampering with computer hardware or software, vandalizing data, invoking computer viruses, attempting to gain access to restricted or unauthorized network services, unauthorized redirection of school web pages or violating copyright laws.
- Students may not work directly on teacher or MWA websites without express written permission from the MWA

IT Director and an administrator..

- Students may not use MWA technology to construct websites using content or links that violate state or federal laws.
- Students should treat MWA technology with care and respect; no food or drink is allowed when using MWA technology.

**Note: To see the full MWA Technology Acceptable Use Policy, please request one from the front desk of the Middle School or Upper School.**

**Cell Phone/Electronics Policy**

Middle School	Upper School
<p>At MWA students are not permitted to use a cell phone and/or electronic device during the school day. MWA believes cell phones and personal electronics are disruptive to the educational environment and therefore are restricted. If students are instructed to bring cell phones to school by the parent for safety reasons and to communicate with them before or after school, the cell phone must be turned off, not visible in a pocket or jacket, or stored in a backpack or locker. If any student is seen with a cell phone or found to be in possession of a cell phone or any other electronic device while at school and/or while riding school-provided transportation, <b>it can and will be confiscated.</b></p> <p>If students are seen with a cell phone or prohibited electronic devices, they will be warned to put it away. A second time a student is seen with a cell phone and or prohibited electronics it will be confiscated and kept until the end of the school day and the parent will be notified. From then on, the student will be asked to check their phone at the office at the beginning of the day and the student can pick it up at the end of the day when they are going home. The cell phone or prohibited electronic device can be confiscated whether or not the student is the owner of the phone or not. Cell phones and electronics may be confiscated from students by any MWA staff. If additional infractions occur involving a cell phone or electronic device, the student will be subject to more severe consequences.</p> <p>In cases where it is necessary for students to bring a cell phone on campus, cell phones should be checked-in to the Front Office safe upon arrival to school and picked up at the end of the school day.</p>	<p>Upper school students are permitted to use a cell phone and/or electronic devices on campus, during break, lunch, and passing periods only. MWA believes that cell phones/electronics are disruptive to the educational environment and therefore are completely restricted during instructional time (unless specifically authorized by a teacher for instructional purposes). All cell phone and electronic devices should be turned off and not visible during instructional time. Students using a cellphone or electronic device during an unauthorized time will have the item confiscated.</p> <p>If additional infractions occur involving a cell phone, headphones/earbuds, or other electronic device, the student will be subject to escalation intervention-including loss of privileges.</p> <p>In cases where a student has lost the privilege of having a cellphone/electronic device in their personal possession during the school day and a parent/guardian is concerned about safety, then the parent/guardian should contact the Dean of Students or designee.</p>
<p>At no time shall MWA be responsible for preventing theft, loss or damage to cell phones, pagers, or other electronic devices brought onto campus or school-provided transportation. Notwithstanding the above rules, no student shall be prohibited from possessing or using a cell phone or electronic device in an emergency, in response to a perceived threat of danger, as required by the student's IEP or when it is determined by a licensed physician and surgeon to be essential for the health of the student and use of which is limited to purposes related to the health of the student.</p>	



## Visitor Policy/Guidelines

Partnership between MWA, parents/guardians and families are essential to support student achievement. To promote family involvement, community building, and academic growth, parents/guardians and educational advocates are always welcome on campus, on the condition that they adhere to the visitor policy outlined below.

All visitors are expected to provide a state-issued identification card, read and sign a copy of the Visitor Policy/Guidelines and return to front office staff prior to being approved for visit.

MWA complies with all applicable health and safety guidelines and orders issued by federal, state, or local governments or health departments. Visitors (including volunteers) who demonstrate signs of a contagious disease (e.g., fever, coughing, etc.) may be denied registration. When recommended or required by the State or County Department of Public Health, visitors will be required to wear personal protective equipment, such as masks, and adhere to physical distancing protocols. MWA reserves the right to implement additional measures for the protection of its school community, such as limiting nonessential visitors on campus or requiring forehead temperature checks before entry to the same extent being utilized for students and employees.

*A "visitor" is any person seeking to enter the school grounds during school hours who is not an MWA employee or current student. A "visitor" does not include a parent or guardian of a current student who is solely on school grounds for pick-up or drop-off of their child. All visitors who are not a parent or guardian of a current student must have a specific and educationally-relevant purpose for their visit. Visitors are required to adhere to the following procedures:*

### **All campus visitors must have the prior consent and approval of the school leader or their designee.**

- Visitors may request school leader consent through the front office or by contacting the front office at 510-262-1511.
- The request should include the purpose of the visit, dates, and times of the visit and the specific classroom or student being observed.
- Immediately upon arriving on campus, all visitors must check in at the front office to sign in and obtain a visitor's pass.
- All visitors must wear a visitor's pass in a visible place throughout the duration of their stay on campus.
- All visitors must sign out upon the completion of their visit and return their visitor's badge.

If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. MWA shall make reasonable efforts to notify parents/guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by MWA, consistent with the law. The MWA Board of Directors and Bureau of Children's Justice in the California Department of Justice, at [BCJ@doj.ca.gov](mailto:BCJ@doj.ca.gov), will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

## Visitor Conduct While on Campus

To maintain a safe and productive learning environment for students and staff, we request that visitors adhere to the following:

- Enter and leave the classroom as quietly as possible.
- Do not converse with students, teachers or other instructional assistants during the visit unless given permission.
- Visitors should not address nor confront other students.
- Keep the length and frequency of classroom visits reasonable, based on the activity being observed.
- No electronic listening or recording device may be used in a classroom without the Director's or designee's permission.
- Visitors are expected to conduct themselves as professionals, and as such this entails not entering campus under the influence of alcohol or drugs. Nor should visitors show up smelling like drugs, e.g., marijuana. If the visitor does not meet the stated expectations they will be asked to leave the premises.

### **Administrator Authority**

All visitors who enter MWA and fail to adhere to the visitor policy or who defy the school policy and administration's authority may be reported to the appropriate police agency and may be subject to criminal charges.

### **Parent/Guardian Rights**

- Parents have the right to observe classrooms in which their child is enrolled after making a request in advance, within a reasonable timeframe.
- Parents have the right to request a meeting with a classroom teacher, the school Director or their designee after observing their student.

### **Parents/Guardians, Visitors Shall Not:**

- Willfully interfere with the behavior management, order or conduct in any classroom or school activity with the intent to disrupt, obstruct, or inflict damage to property or bodily injury to any person.
- Disrupt class work, extracurricular activities or cause disorder in a place where a school employee is required to perform their duties.
- Willfully interfere with or disregard any safety-related operations and procedures (e.g. moving traffic cones for convenience), including for student sign-out, arrival and dismissal.

### **Removal of Visitors**

- Administration may refuse to register a visitor if it is believed that the presence of the visitor would cause a threat of disruption, physical injury to staff members or students, and or threaten of destruction of property.
- Administration may withdraw consent to be on campus whenever there is reason to believe that the person has willfully disrupted or is likely to disrupt MWA's orderly operation. If consent is withdrawn by someone other than the Senior School Director, they may reinstate consent for the visitor if he/she believes that the person's presence will not constitute a disruption or

substantial and material threat to MWA's orderly operation. Consent can be withdrawn for up to fourteen (14) days.

- Administration may request that a visitor who has failed to register, or whose registration privileges have been denied or withdrawn, promptly leave school grounds. When a visitor is directed to leave, Administration shall inform the visitor that if he/she reenters MWA without following the posted requirements he/she will be guilty of a misdemeanor.
- Any visitor that is denied registration or has their registration revoked may request a conference with the Senior School Director. The request shall be in writing, shall state why the denial or revocation was improper, shall give the address to which notice of conference is to be sent, and shall be delivered to the Senior School Director within 14 days of the denial or revocation of consent. The Senior School Director shall promptly mail a written notice of the date, time, and place of the conference to the person who requested the conference. A conference with them shall be held within seven days after they receive the request. If no resolution can be agreed upon, the Senior School Director shall forward notice of the complaint to the MWA Board of Directors. The MWA Board of Directors shall address the Complaint at the next regular board meeting and make a final determination.
- At each entrance to the campus, signs shall be posted specifying the hours during which registration is required, stating where the office of the Director or designee is located, and what route to take to that office, and setting forth the penalties for violation of this Policy.
- Administration will seek the assistance of the police in managing or reporting any visitor in violation of this policy.

## Volunteer Criminal Background Checks and Tuberculosis Testing

As required by law, all individuals working or volunteering at MWA will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise MWA's commitment to the safety, and the well-being of students takes precedence over all other considerations. Conditions that preclude volunteering at MWA include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should a volunteer, during their volunteer service with MWA, be convicted of a controlled substance or sex offense, or serious or violent felony, the volunteer must immediately report such a conviction to the Managing Director of Human Resources.

All volunteers of MWA whose functions require frequent or prolonged contact with students must submit written proof from a physician of a risk assessment examination for tuberculosis (TB) within the last sixty (60) days. If TB risk factors are identified, a physician must conduct an examination to determine whether the volunteer is free of infectious TB. The examination for TB consists of an approved TB test, which, if positive, will be followed by an x-ray of the lungs, or in the absence of skin testing, an x-ray of the lungs. All volunteers whose functions require frequent or prolonged contact with students will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. The costs of the TB risk assessment and, if indicated, the examination will be borne by the volunteer. Food handlers may be required to have annual TB exams. Documentation of volunteer compliance with TB risk assessments and examinations will be kept on file in the HR office.

# All-School Emergency Evacuation Plan

MWA has a detailed comprehensive safety and emergency plan. A copy of the plan may be requested at MWA front offices. In the case of an emergency, it is important that students listen to, and follow exactly, the instructions given by any MWA staff member or emergency personnel.

## All-School Lockdown Drill

In the event of a dangerous situation, crisis in process or stranger on campus, "Lockdown Campus" would be declared by the Chief Executive Officer, Senior School Director or designee.

The procedure for the lock down as facilitated by faculty and staff is as follows:

- "Lockdown School" is announced over the PA system,
- Staff will quickly check outside their rooms to allow any nearby staff or students to enter before locking the door.
- Doors are locked. Lights are turned off. Windows are covered.
- All students and staff will duck out of sight, cover and remain in place until notified that the need for lockdown is over.

If your students feel anxiety as a result of this drill, students are encouraged to speak with any on-site psychological counselor or staff member.

## Notice of Pipeline Hazard

An 8-inch diameter liquid petroleum pipeline, owned and operated by Kinder Morgan Energy, Partners, LP traverses the western portion of the MWA property, primarily behind Building 2 (4131 Lakeside Drive). J House Environmental, Inc. prepared a pipeline hazard analysis to identify potential safety hazards associated with school facility operations in proximity to this pipeline.

This analysis concluded, "The Kinder-Morgan refined petroleum product pipeline that traverses the western portion of the 4123 and 4131 Lakeside Drive site is not anticipated to pose a significant safety hazard to students or staff at the proposed charter school."

A copy of the complete 26-page pipeline hazard analysis is available for viewing at the Front Office, MWA, 4123 Lakeside Drive, Richmond, CA.

# Appendices

# Appendix A: Student-Parent/Guardian Acknowledgment Form

**Please complete, detach and return to homeroom or advisor teacher**

**(PLEASE PRINT CLEARLY)**

**Student Name** \_\_\_\_\_ **Wave** \_\_\_\_\_

The MWA Student-Parent/Guardian Handbook is designed to promote and support student success by outlining the important policies, procedures and expectations of the Academy.

We are requiring that all parents and guardians read and review MWA's Student-Parent/Guardian Handbook with their student and return this cover sheet acknowledging that this document has been received and read.

**I have received and read a copy of the MWA Student-Parent/Guardian Handbook. I understand that if I have any questions about the Handbook, I may consult the Division Director and/or designee(s).**

Student Full Name: \_\_\_\_\_

Student Signature: \_\_\_\_\_

Parent/Guardian Full Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Appendix B: Parent/Guardian and Student Commitment Form

<b><i>Student Commitment</i></b>	<b><i>Parent/Guardian Commitment</i></b>
<p><b>As a student I will:</b></p> <ul style="list-style-type: none"> <li>● Set goals</li> <li>● Be a scholar</li> <li>● Make mistakes and learn from them</li> <li>● Arrive at school on time ready to learn</li> <li>● Reflect on and evaluate my performance</li> <li>● Act with truthfulness, kindness, and respect</li> <li>● Treat all people with respect, kindness, and dignity</li> <li>● Put forth my best effort to be the best Wave-Maker I can be</li> <li>● Discover and develop my voice, my talents, and my strengths</li> <li>● Discover and develop my value to the group, MWA, and the community</li> <li>● Take responsibility for my actions, my relationships, my community, and my environment</li> </ul> <hr/> <p>Student Name (Print)</p> <hr/> <p>Student Signature</p> <hr/> <p>Date</p>	<p><b>As a parent/guardian I will:</b></p> <ul style="list-style-type: none"> <li>● Take primary responsibility for behavior management</li> <li>● Work to develop in my student good behavior habits as well as proper attitudes regarding school-life and life in general by teaching through example</li> <li>● Work with school officials to resolve any behavior management incident in a patient, objective, and fair manner</li> <li>● Attend parent/guardian -conference sessions and mandatory monthly meetings</li> <li>● Actively monitor and assist with my student's progress</li> <li>● Communicate and work closely with MWA staff</li> <li>● Communicate with all MWA staff in a professional and respectful manner</li> </ul> <hr/> <p>Student Name (Print)</p> <hr/> <p>Parent/Guardian Name (Print)</p> <hr/> <p>Parent/Guardian Signature</p> <hr/> <p>Date</p>

# Appendix C: Professional Boundaries: Staff/Student Interaction Policy

MWA recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to bring about the safest and most learning-conducive environment possible.

## **Corporal Punishment**

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

- A. Examples of PERMITTED actions (NOT corporal punishment)
  - 1. Stopping a student from fighting with another student;
  - 2. Preventing a student from committing an act of vandalism;
  - 3. Defending yourself from physical injury or assault by a student;
  - 4. Forcing a student to give up a weapon or dangerous object;
  - 5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
  - 6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.
  
- B. Examples of PROHIBITED actions (corporal punishment)
  - 1. Hitting, shoving, pushing, or physically restraining a student as a means of control;
  - 2. Making unruly students do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
  - 3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

## **Acceptable and Unacceptable Staff/Student Behavior**

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between students and staff.

Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a student. Trespassing the boundaries of a student/teacher relationship is deemed an abuse of power and a betrayal of public trust.

Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a student or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct.



Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes. Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with students certainly fosters learning, student/staff interactions must have boundaries surrounding potential activities, locations and intentions.

### **Duty to Report Suspected Misconduct**

When any employee reasonably suspects or believes that another staff member may have crossed the boundaries specified in this policy, he or she must immediately report the matter to a school administrator. All reports shall be as confidential as possible under the circumstances. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of student behavior that crosses boundaries or where a student appears to be at risk for sexual abuse.

**Examples of Specific Behaviors**, the following examples are not an exhaustive list:

### **Unacceptable Staff/Student Behaviors (Violations of this Policy)**

- (a) Giving gifts to an individual student that are of a personal and intimate nature.
- (b) Kissing of any kind.
- (c) Any type of unnecessary physical contact with a student in a private situation.
- (d) Meeting with students for a non-school purpose, or intentionally being alone with one (1) or more students away from MWA.
- (e) Making or participating in sexually inappropriate comments.
- (f) Sexual jokes.
- (g) Seeking emotional involvement with a student for your benefit.
- (h) Listening to or telling stories that are sexually oriented.
- (i) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (j) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- (k) Being in communication with a student outside of school hours unless it is pertaining to specific classroom assignments or student club activity responsibilities.

### **Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission**

(These behaviors should only be exercised when a staff member has parent and supervisor permission.)

- (a) Giving students a ride to/from school or school activities.
- (b) Being alone in a room with a student at school with the door closed.
- (c) Allowing students in your home.

### **Cautionary Staff/Student Behaviors**

(These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- (a) Remarks about the physical attributes or development of anyone.
- (b) Excessive attention toward a particular student.
- (c) Sending emails, text messages or letters to students if the content is not about school activities.

### **Acceptable and Recommended Staff/Student Behaviors**



- (a) Getting parents' written consent for any after-school activity.
- (b) Obtaining formal approval to take students off school property for activities such as field trips or competitions.
- (c) Emails, text, phone and instant messages to students must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- (d) Keeping the door open when alone with a student.
- (e) Keeping reasonable space between you and your students.
- (f) Stopping and correcting students if they cross your own personal boundaries.
- (g) Keeping parents informed when a significant issue develops about a student.
- (h) Keeping after-class discussions with a student professional and brief.
- (i) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (j) Involving your supervisor if conflict arises with the student.
- (k) Informing the Managing Director of Human Resources about situations that have the potential to become more severe.
- (l) Making detailed notes about an incident that could evolve into a more serious situation later.
- (m) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (n) Asking another staff member to be present if you will be alone with any type of special needs student.
- (o) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (p) Giving students praise and recognition without touching them.
- (q) Pats on the back, high fives and handshakes are acceptable.
- (r) Keeping your professional conduct a high priority.
- (s) Asking yourself if your actions are worth your job and career.

## Appendix D: Annual Notices for Academic Programs

### California Assessment of Student Performance and Progress (“CAASPP”)

MWA shall annually administer required state testing to the applicable grades (e.g., the California Assessment of Student Performance and Progress.) Notwithstanding any other provision of law, a parent’s or guardian’s written request to school officials to excuse their child from any or all parts of the CAASPP shall be granted.

### Teacher Qualifications

All parents may request information regarding the professional qualifications of classroom teachers and/or paraprofessionals.

### Parent and Family Engagement Policy

MWA aims to provide all students in our school significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps while abiding by guidelines within the Elementary and Secondary Education Act (“ESEA”). MWA staff recognizes a partnership with families is essential to meet this goal. Our Parent and Family Engagement Policy leverages and promotes active involvement of all families as partners with schools to ensure student success. A copy of the MWA’s complete Policy is available upon request in the main office.

### Homework Policy

Homework is an important part of the instructional program at MWA. Homework assignments increase appropriately in quantity and variety as a student progresses each year. Homework reinforces classroom studies and helps to develop student capacity to do independent work. Students will be given a planner and are required to use it daily for recording homework assignments. Students are expected to complete homework neatly, on time, and with a parent signature (as required by the teacher). Any problems or concerns regarding the completion of homework should be communicated with the classroom teacher.

In the event of an unplanned absence, students are expected to request and make arrangements to complete homework that was due on the day(s) they were absent upon their return to school. Accepting late homework due to unexcused absences is the discretion of the teacher. For every day of an excused absence, students have that number of days to turn in late assignments.

### Cal Grant Program Annual Notice

MWA is required by state law to submit the GPA of all high school seniors by October 1 of each year, unless the student over age 18 or parent/guardian for those under 18 opt out. Students currently in eleventh (11th) grade will be deemed a Cal Grant applicant, unless the student (or parent, if the student is under 18) has opted out by or before February 1, 2021.

### Human Trafficking Prevention

California has the highest number of incidents of human trafficking in the U.S., and all students may be vulnerable. MWA believes it is a priority to inform our students about (1) prevalence, nature of and strategies to reduce the risk of human trafficking, techniques to set healthy boundaries, and how to safely seek assistance, and (2) how social media and mobile device applications are used for human trafficking. Human trafficking prevention information and resources are available at:

<https://www2.ed.gov/about/offices/list/oese/oshs/factsheet.html>

<https://www.cdss.ca.gov/inforesources/child-welfare-protection/child-trafficking-response>

In accordance with the California Healthy Youth Act, MWA will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

## Information Regarding Financial Aid

MWA shall ensure that each of its students receives information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application, as appropriate, at least once before the student enters grade 12. MWA will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at:
  - <https://studentaid.gov/h/apply-for-aid/fafsa>
- The California Dream Act Application and information regarding the California Dream Act are available at:
  - <https://www.csac.ca.gov/post/resources-california-dream-act-application>

## Upper School Interscholastic Athletics Program Annual Notice

Interscholastic Athletic Participation is an enriching co-curricular opportunity for the students in the Upper School. While all students are welcomed to try out and participate, there are expectations set by the Bay Area Conference (BAC), North Coast Section (NCS) and California Intercollegiate Federation (CIF), the three governing bodies for our participation in high school athletics. In addition, MWA has expectations for its student athletes as well. Participation in athletics helps teach resilience, teamwork, cooperation, sportsmanship, dedication, perseverance, fitness, and so much more. Please be advised that parents/guardians must sign a concussion/head injury information sheet on a yearly basis if their student is an athlete on any of the MWA's athletic teams. This does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course. For eligibility and participation requirements, please review our MWA Athletics Participation Policy located at the upper and middle school offices.

- For a full list of sports offered at MWA, visit our Athletics Page on the MWA website

## Concussion/Head Injuries

A concussion is a brain injury that can be caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. Even though most concussions are mild, all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly. Because MWA Upper School has elected to offer an athletic program, we must immediately remove from a school-sponsored athletic activity for the remainder of the day an athlete who is suspected of sustaining a concussion or head injury during that activity. The athlete may not return to that activity until he or she is evaluated by, and receives written clearance from, a licensed healthcare provider. If the licensed health care provider determines the athlete has a concussion or head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. On a yearly basis, a concussion and head injury information sheet must be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition. This requirement does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course.

## Sudden Cardiac Arrest

MWA is invested in the health of its athletes, especially their heart health. Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. Those wishing to participate in athletics at MWA must review the information sheet on sudden cardiac arrest via the link below and provided prior to participation:

([http://assets.ngin.com/attachments/document/0115/1081/Sudden\\_Cardiac\\_Arrest\\_Info\\_.pdf](http://assets.ngin.com/attachments/document/0115/1081/Sudden_Cardiac_Arrest_Info_.pdf).)

## English Learners

MWA is committed to the success of its English learners and support will be offered both within academic classes and in supplemental settings for students who need additional support for English language learning. MWA will meet all applicable legal requirements for English learners as they pertain to annual notification to parents, student identification, placement, program options, English learners and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. MWA will implement policies to assure proper placement, evaluation, and communication regarding English learners and the rights of students and parents.

## Availability of Health Insurance

Children—regardless of immigration status (including foster youth, pregnant girls, and legally present individuals, including those with deferred action for childhood arrivals [“DACA”] status) may be eligible for no- or low-cost Medi-Cal insurance. Medi-Cal covers immunizations, checkups, specialists, vision and dental services, and more for children and youth at no- or low-cost. Medi-Cal enrollment is available year-round. Covered California allows legal residents of California to compare quality health plans and choose one that works best. Based on income and family size, many Californians may qualify for financial assistance.

[http://hbex.coveredca.com/toolkit/PDFs/ALL\\_IN\\_Flyer\\_EnrollGetCareRenew\\_CC.pdf](http://hbex.coveredca.com/toolkit/PDFs/ALL_IN_Flyer_EnrollGetCareRenew_CC.pdf)

MWA shall not discriminate against a student who does not have health care coverage or use any information relating to a student’s health care coverage or interest in learning about health care coverage in any manner that would bring harm to the student or the student’s family.

## Sexual Health Education

MWA offers comprehensive sexual health education to its students. A parent or guardian of a student has the right to excuse their child from all or part of comprehensive sexual health education, HIV prevention education, and assessments related to that education through a passive consent (“opt-out”) process. MWA does not require active parental consent (“opt-in”) for comprehensive sexual health education and HIV prevention education. Parents and guardians may:

- Inspect written and audiovisual educational materials used in comprehensive sexual health education and HIV prevention education.
- Excuse their child from participation in comprehensive sexual health education and HIV prevention education in writing to MWA.
- Be informed whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by MWA personnel or outside consultants. When MWA chooses to use outside consultants or to hold an assembly with guest speakers to teach comprehensive sexual health or HIV/AIDS prevention education, be informed of:
  - The date of the instruction
  - The name of the organization or affiliation of each guest speaker
- Request a copy of Education Codes 51930 through 51939.

Anonymous, voluntary, and confidential research and evaluation tools to measure students’ health behaviors and risks may be administered to students. A parent or guardian has the right to excuse their child from the test, questionnaire, or survey (“opt-out”). Parents or guardians shall be notified in writing that this test, questionnaire, or survey is to be administered, given the opportunity to review the test, questionnaire, or survey if they wish, notified of their right to excuse their child from the test, questionnaire, or survey, and informed that in order to excuse their child they must state their request in writing to MWA.

A student may not attend any class in comprehensive sexual health education or HIV prevention education, or participate in any anonymous, voluntary, and confidential test, questionnaire, or survey on student health behaviors and risks, if MWA has received a written request from the student’s parent or guardian excusing the student from participation. An alternative educational activity shall be made available to students whose parents or guardians have requested that they not receive the instruction or participate in the test, questionnaire, or survey.

## Tests on Personal Beliefs

Unless a parent or guardian gives written permission, a student will not be given any test, questionnaire, survey, or examination containing any questions about the student’s , or their parents’ or guardians’ personal beliefs or practices in sex, family life, morality, or religion.

## California Healthy Kids Survey

MWA will administer the California Healthy Kids Survey (“CHKS”) to fifth and sixth grade students whose parents provide written permission, and seventh through twelfth graders whose parents provide passive consent. The CHKS is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency that enables MWA to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence.

## Animal Dissections

Students at MWA perform animal dissections as part of the science curriculum. Any student who provides their teacher with a written statement, signed by their parent/guardian, specifying the student’s moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof, may be excused from such activities if the teacher believes that an adequate alternative education project is possible. The alternative education project shall require a comparable time and effort investment by the student. It shall not, as a means of penalizing the student, be more arduous than the original education project. The student shall not be discriminated against based upon their moral objection to dissecting or otherwise harming or destroying animals, or any parts thereof. Students choosing an alternative educational project shall pass all examinations of the respective course of study in order to receive credit for that course of study. However, if tests require the harmful or destructive use of animals, a student may, similarly, request alternative tests as set forth above.

## Diabetes Annual Notification to Parents

MWA will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention of methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available.

The information sheet can be found at: <https://www.cde.ca.gov/ls/he/hn/type2diabetes.asp>

## Appendix E: Anti-Bullying, Harassment, Intimidation, Discrimination and Title IX Policy

MWA is committed to providing a work and educational atmosphere that is free of unlawful discrimination, sexual harassment, harassment, intimidation, and bullying. MWA will not condone or tolerate discrimination or harassment of any type, including bullying, or intimidation, by any employee, independent contractor or other person with whom it does business, or any other individual, student, or volunteer. This policy is inclusive of instances that occur on any area of the school campus, at school-sponsored events and activities, regardless of location, through school-owned technology, and through other electronic means.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. Hereafter, such actions are referred to as "misconduct prohibited by this policy."

All complaints of misconduct prohibited by this policy will be treated seriously. Students are expected to guide all of their actions with others using the MWA Core Values. Material that is considered verbally or physically threatening, obscene, racist, discriminatory, will not be tolerated. MWA will address misconduct prohibited by this policy, which includes but is not limited to harassment in social networking threatening posts and/or correspondence, that comes to the attention of MWA. MWA reserves the right to access and review any and all information in accordance with the law and MWA policies in an attempt to preserve the safety, health, and overall well-being of the student.

To the extent possible, MWA will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated and/or bullied, and will take action to investigate, respond to, and address any reports of such behaviors in a timely manner. MWA staff who witness acts of misconduct prohibited by this policy will take immediate steps to intervene, when safe to do so.

This policy applies to all employees, students, or volunteer actions and relationships, regardless of position or gender. MWA will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this policy, including but not limited to those instances occurring on social networking sites and communication devices during regularly scheduled work days and hours, in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. MWA complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this policy.

### **Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinators:**

For Students:

Eric D. Mingo  
Senior Dean of Students  
4123 Lakeside Drive  
Richmond, CA 94806  
Ph. (510) 262-1511  
emingo@mwacademy.org

For Employees:



Elizabeth Martinez  
Chief of Staff  
compliance@mwacademy.org  
4123 Lakeside Drive  
Richmond, CA 94806  
Ph. (510) 262-1511

### **Prohibited Unlawful Harassment**

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work or school because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment;
- Deferential or preferential treatment based on any of the protected characteristics listed above.

### **Prohibited Unlawful Harassment under Title IX**

Title IX (20 U.S.C. § 1681 et seq.; 34 C.F.R. § 106.1 et seq.) and California state law prohibit discrimination and harassment on the basis of sex. In accordance with these existing laws, discrimination and harassment on the basis of sex in education institutions, including in the education institution's admissions and employment practices, is prohibited. All persons, regardless of sex, are afforded equal rights and opportunities and freedom from unlawful discrimination and harassment in education programs or activities conducted by MWA.

MWA is committed to providing a work and educational environment free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action. Inquiries about the application of Title IX and 34 C.F.R. Part 106 may be referred to the Coordinator, the Assistant Secretary for Civil Rights of the U.S. Department of Education, or both.

Sexual harassment consists of conduct on the basis of sex, including but not limited to unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct on the basis of sex, regardless of whether or not the conduct is motivated by sexual desire when: (a) Submission to the conduct is explicitly or implicitly made a term or a condition of an individual's employment, education, academic status, or progress; (b) submission to, or rejection of, the conduct by the individual is used as the basis of employment, educational or academic decisions affecting the individual; (c) the conduct has the purpose or effect of having a negative impact upon the individual's work or academic performance, or of creating an intimidating, hostile, or offensive work or educational environment; and/or (d) submission to, or rejection of, the conduct by the individual is used as the basis for any decision affecting the individual regarding benefits and services, honors, programs, or activities available at or through the educational institution.

It is also unlawful to retaliate in any way against an individual who has articulated a good faith concern about sexual harassment against him/her or against another individual.

Sexual harassment may include, but is not limited to:

Physical assaults of a sexual nature, such as:

- Rape, sexual battery, molestation or attempts to commit these assaults and
- Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body

Unwanted sexual advances, propositions or other sexual comments, such as:

- Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience
- Preferential treatment or promises of preferential treatment to an individual for submitting to sexual conduct, including soliciting or attempting to solicit any individual to engage in sexual activity for compensation or reward or deferential treatment for rejecting sexual conduct
- Subjecting or threats of subjecting a student or employee to unwelcome sexual attention or conduct or intentionally making the student's or employee's performance more difficult because of the student's or employee's sex

Sexual or discriminatory displays or publications anywhere in the work or educational environment, such as:

- Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing or possessing any such material to read, display or view in the work or educational environment
- Reading publicly or otherwise publicizing in the work or educational environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic, and
- Displaying signs or other materials purporting to segregate an individual by sex in an area of the work or educational environment (other than restrooms or similar rooms)

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this Policy.

**Formal Complaint of Sexual Harassment** means a written document filed and signed by a complainant who is participating in or attempting to participate in MWA's education program or activity or signed by the Coordinator alleging sexual harassment against a respondent and requesting that MWA investigate the allegation of sexual harassment.

**Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

## What is Bullying?

"Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act. Bullying includes one or more acts committed by a student or group of students that may constitute sexual harassment, hate violence and/or creates an intimidating and/or hostile educational environment directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

1. Placing a reasonable student or students in fear of harm to that student or those students' person or property.
2. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
3. Causing a reasonable student to experience a substantial interference with their academic performance.
4. Causing a reasonable student to experience a substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by MWA.

\* "Reasonable student" is defined as a student, including, but not limited to, an exceptional needs student, who exercises care, skill and judgment in conduct for a person of their age, or for a person of their age with their exceptional needs.



## What is Cyberbullying?

“Cyberbullying” is an electronic act that includes the transmission of harassing communication, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person’s electronic account and assuming that person’s identity in order to damage that person’s reputation.

“Electronic Act” means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

1. A message, text, sound, video, or image.
2. A post on a social network Internet Web site including, but not limited to:
  - a. Posting to or creating a burn page. A "burn page" means an Internet website created for the purpose of having one or more of the effects as listed in the definition of "bullying," above
  - b. Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in the definition of "bullying," above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated
  - c. Creating a false profile for the purpose of having one or more of the effects listed in the definition of "bullying," above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
3. An act of "cyber sexual bullying" including, but not limited to:
  - a. The dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in definition of "bullying," above. A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
  - b. "Cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
4. Notwithstanding the definitions of "bullying" and "electronic act" above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet

## **Bullying and Cyberbullying Prevention Procedures**

MWA has adopted the following procedures for preventing acts of bullying, including cyberbullying.

### **1. Cyberbullying Prevention Procedures**

MWA advises students:

- A. To never share passwords, personal data, or private photos online.
- B. To think about what they are doing carefully before posting and by emphasizing that comments cannot be retracted once they are posted.
- C. That personal information revealed on social media can be shared with anyone including parents, teachers, administrators, and potential employers. Students should never reveal information that would make them uncomfortable if the world had access to it.
- D. To consider how it would feel receiving such comments before making comments about others online.

MWA informs Charter School employees, students, and parents/guardians of MWA’s policies regarding the use of technology in and out of the classroom. MWA encourages parents/guardians to discuss these policies with their children to ensure their children understand and comply with such policies.

## 2. Education

MWA employees cannot always be present when bullying incidents occur, so educating students about bullying is a key prevention technique to limit bullying from happening. MWA advises students that hateful and/or demeaning behavior is inappropriate and unacceptable in our society and at MWA and encourages students to practice compassion and respect each other.

MWA educates students to accept all student peers regardless of protected characteristics (including but not limited to actual or perceived sexual orientation, gender identification, physical or cognitive disabilities, race, ethnicity, religion, and immigration status) and about the negative impact of bullying other students based on protected characteristics.

MWA's bullying prevention education also discusses the differences between appropriate and inappropriate behaviors and includes sample situations to help students learn and practice appropriate behavior and to develop techniques and strategies to respond in a non-aggressive way to bullying-type behaviors. Students will also develop confidence and learn how to advocate for themselves and others, and when to go to an adult for help.

MWA informs MWA employees, students, and parents/guardians of this Policy and encourages parents/guardians to discuss this Policy with their children to ensure their children understand and comply with this Policy.

## 3. Professional Development

MWA annually makes available the online training module developed by the California Department of Education pursuant Education Code section 32283.5(a) to its certificated employees and all other MWA employees who have regular interaction with students.

MWA informs certificated employees about the common signs that a student is a target of bullying including:

- Physical cuts or injuries
- Lost or broken personal items
- Fear of going to school/practice/games
- Loss of interest in school, activities, or friends
- Trouble sleeping or eating
- Anxious/sick/nervous behavior or distracted appearance
- Self-destructiveness or displays of odd behavior
- Decreased self-esteem

MWA also informs certificated employees about the groups of students determined by MWA, and available research, to be at elevated risk for bullying. These groups include but are not limited to:

- Students who are lesbian, gay, bisexual, transgender, or questioning youth ("LGBTQ") and those youth perceived as LGBTQ; and
- Students with physical or learning disabilities.

MWA encourages its employees to demonstrate effective problem-solving, anger management, and self-confidence skills for MWA's students.

## Grievance Procedures

### **Scope of Grievance Procedures**

MWA will comply with its Uniform Complaint Procedures ("UCP") policy when investigating and responding to complaints alleging unlawful harassment, discrimination, intimidation or bullying against a protected group or on the basis of a person's association with a person or group with one or more of the protected characteristics set forth in the UCP that:

- a. Are written and signed;

- b. Filed by an individual who alleges that that individual has personally suffered unlawful discrimination, harassment, intimidation or bullying, or by one who believes any specific class of individuals has been subjected to discrimination, harassment, intimidation or bullying prohibited by this part, or by a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying; and
- c. Submitted to the MWA UCP Compliance Officer not later than six (6) months from the date the alleged unlawful discrimination, harassment, intimidation or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation or bullying.

The following grievance procedures shall be utilized for reports of misconduct prohibited by this Policy that do not comply with the writing, timeline, or other formal filing requirements of a uniform complaint. For formal complaints of sexual harassment, MWA will utilize the following grievance procedures in addition to its UCP when applicable.

### **Reporting**

All staff are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or become aware of misconduct prohibited by this Policy, to intervene as soon as it is safe to do so, call for assistance, and report such incidents. The Board requires staff to follow the procedures in this policy for reporting alleged acts of misconduct prohibited by this Policy.

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 such misconduct to the Coordinator for students. Complaints regarding such misconduct may also be made to the U.S. Department of Education, Office for Civil Rights. Civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders may also be available to complainants.

While submission of a written report is not required, the reporting party is encouraged to submit a written report to the Coordinator. MWA will investigate and respond to all oral and written reports of misconduct prohibited by this Policy in a manner that is not deliberately indifferent. Reports may be made anonymously, but formal disciplinary action cannot be based solely on an anonymous report. Students are expected to report all incidents of misconduct prohibited by this policy or other verbal or physical abuses. Any student who feels she/he is a target of such behavior should immediately contact a teacher, counselor, administrator, staff person or a family member so that she/he can get assistance in resolving the issue in a manner that is consistent with this policy.

MWA acknowledges and respects every individual's right to privacy. All reports shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process to the greatest extent possible. This includes keeping the identity of the reporter confidential, as appropriate, except to the extent necessary to comply with the law, carry out the investigation and/or to resolve the issue, as determined by the Coordinator or administrative designee on a case-by-case basis.

MWA prohibits any form of retaliation against any individual who files a report or complaint, testifies, assists, participates, or refuses to participate in any investigation or proceeding related to misconduct prohibited by this Policy. Such participation or lack of participation shall not in any way affect the status, grades or work assignments of the individual. Individuals alleging retaliation in violation of this Policy may file a grievance using the procedures set forth in this Policy. Knowingly making false statements or knowingly submitting false information during the grievance process is prohibited and may result in disciplinary action. All supervisors of staff will receive sexual harassment training within six months of their assumption of a supervisory position and will receive further training once every two years thereafter. All staff and any individual designated as a coordinator, investigator or decision-maker will receive sexual harassment training and/or instruction concerning sexual harassment as required by law.

### **Supportive Measures**

Upon the receipt of an informal or formal complaint of sexual harassment, the Coordinator will promptly contact the complainant to discuss the availability of supportive measures. The Coordinator will consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint of sexual harassment, and explain the process for filing a formal complaint of sexual harassment.

Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint of sexual harassment or where no formal complaint of sexual harassment has been filed. Such measures are designed to restore or preserve equal access to MWA's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or MWA's educational environment, or deter sexual harassment. Supportive measures available to complainants and respondents may include but are not limited to counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. MWA will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of MWA to provide the supportive measures.

### **Investigation and Response**

Upon receipt of a report of misconduct prohibited by this policy from a student, staff member, parent, volunteer, visitor or affiliate of MWA, the Coordinator or administrative designee will promptly initiate an investigation. At the conclusion of the investigation, the Coordinator or administrative designee will notify the complainant of the outcome of the investigation. However, the Coordinator or administrative designee will not reveal confidential information related to other students or employees, including the type and extent of behavior management issued against such students or employees. Complaints shall be investigated and resolved within 30 school days, unless circumstances reasonably require additional time.

For investigations of and responses to formal complaints of sexual harassment, the following grievance procedures will apply:

- **Notice of the Allegations**
  - Upon receipt of a formal complaint of sexual harassment, the Coordinator will give all known parties written notice of its grievance process, including any voluntary informal resolution process. The notice will include:
    - A description of the allegations of sexual harassment at issue and to the extent known, the identities of the parties involved in the incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident;
    - A statement that the respondent is presumed not responsible for the alleged conduct until a final decision is reached;
    - A statement that the parties may have an advisor of their choice, who may be an attorney, and may inspect and review evidence; and
    - A statement that MWA prohibits an individual from knowingly making false statements or knowingly submitting false information during the grievance process.
- **Emergency Removal**
  - MWA may place a non-student employee respondent on administrative leave during the pendency of a formal complaint of sexual harassment grievance process in accordance with MWA's policies.
  - MWA may remove a respondent from MWA's education program or activity on an emergency basis, in accordance with MWA's policies, provided that MWA undertakes an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal, and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.
  - This provision may not be construed to modify any rights under the IDEA, Section 504, or the ADA.
- **Informal Resolution**
  - If a formal complaint of sexual harassment is filed, MWA may offer a voluntary informal resolution process, such as mediation, to the parties at any time prior to reaching a determination regarding responsibility. If MWA offers such a process, it will do the following:
    - Provide the parties with advance written notice of:
      - The allegations;

- The requirements of the voluntary informal resolution process including the circumstances under which the parties are precluded from resuming a formal complaint of sexual harassment arising from the same allegations;
    - The parties' right to withdraw from the voluntary informal resolution process and resume the grievance process at any time prior to agreeing to a resolution; and
    - Any consequences resulting from participating in the voluntary informal resolution process, including the records that will be maintained or could be shared; and
      - Obtain the parties' advance voluntary, written consent to the informal resolution process.
  - MWA will not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.
- Investigation Process
  - The decision-maker will not be the same person(s) as the Coordinator or the investigator. MWA shall ensure that all decision-makers and investigators do not have a conflict of interest or bias for or against complainants or respondents.
  - In most cases, a thorough investigation will take no more than twenty-five (25) school days. If the investigator determines that an investigation will take longer than twenty-five (25) school days and needs to be delayed or extended due to good cause, the investigator will inform the complainant and any respondents in writing of the reasons for the delay or extension and provide an approximate date when the investigation will be complete.
  - The parties will be provided with an equal opportunity to present witnesses, to inspect and review any evidence obtained that is directly related to the allegations raised, and to have an advisor present during any investigative meeting or interview.
  - The parties will not be prohibited from discussing the allegations under investigation or to gather and present relevant evidence.
  - A party whose participation is invited or expected at an investigative meeting or interview will receive written notice of the date, time, location, participants, and purpose of the meeting or interview with sufficient time for the party to prepare to participate.
  - Prior to completion of the investigative report, MWA will send to each party and the party's advisor, if any, a copy of the evidence subject to inspection and review, and the parties will have at least ten (10) days to submit a written response for the investigator's consideration prior to the completion of the investigation report.
  - The investigator will complete an investigation report that fairly summarizes all relevant evidence and send a copy of the report to each party and the party's advisor, if any, at least ten (10) days prior to the determination of responsibility.
- Dismissal of a Formal Complaint of Sexual Harassment
  - If the investigation reveals that the alleged harassment did not occur in MWA's educational program in the United States or would not constitute sexual harassment even if proved, the formal complaint with regard to that conduct must be dismissed. However, such a dismissal does not preclude action under another applicable MWA policy.
  - MWA may dismiss a formal complaint of sexual harassment if:
    - The complainant provides a written withdrawal of the complaint to the Coordinator;
    - The respondent is no longer employed or enrolled at MWA; or
    - The specific circumstances prevent MWA from gathering evidence sufficient to reach a decision on the formal complaint or the allegations therein.
  - If a formal complaint of sexual harassment or any of the claims therein are dismissed, MWA will promptly send written notice of the dismissal and the reason(s) for the dismissal simultaneously to the parties.
- Determination of Responsibility
  - The standard of evidence used to determine responsibility is the preponderance of the evidence standard.
  - Determinations will be based on an objective evaluation of all relevant evidence and credibility determinations will not be based on a person's status as a complainant, respondent, or witness.
  - MWA will send a written decision on the formal complaint to the complainant and respondent simultaneously that describes:
    - The allegations in the formal complaint of sexual harassment;
    - All procedural steps taken including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
    - The findings of facts supporting the determination;



- The conclusions about the application of MWA's code of conduct to the facts;
- The decision and rationale for each allegation;
- Any disciplinary sanctions the recipient imposes on the respondent, and whether remedies designed to restore or preserve equal access to the education program or activity will be provided to the complainant; and
- The procedures and permissible bases for appeals.

### **Appeal**

Should the reporting individual find MWA's resolution unsatisfactory, the reporting individual may, within five school days of the date of resolution, file an appeal with the Designated Appeals Committee. In such cases, at least three certificated MWA employees who are unfamiliar with the case and who have been previously designated and trained for this purpose shall be assembled to conduct a confidential review of the complainant's appeal and render a final disposition.

The following appeal rights and procedures will also apply to formal complaints of sexual harassment:

- The complainant and the respondent shall have the same appeal rights and MWA will implement appeal procedures equally for both parties.
- MWA will notify the other party in writing when an appeal is filed.
- The decision-maker for the appeal will give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome; issue a written decision describing the result of the appeal and the rationale for the result; and provide the written decision simultaneously to both parties.

### **Consequences**

Students or employees who engage in misconduct prohibited by this policy, knowingly make false statements, or knowingly submit false information during the grievance process are subject to disciplinary action; students may receive behavior management up to and including suspension or expulsion and employees may be subject to disciplinary action up to and including termination. Bullying by **any individual** at MWA is strictly prohibited. MWA will report all abuse to the *appropriate legal authorities* as required by the law. The Coordinator is responsible for effective implementation of any remedies ordered by MWA in response to a formal complaint of sexual harassment.

In addition, any student involved who engages in misconduct prohibited by this policy, regardless of their role, may be required to participate in the following:

- *Bullying Education*: Participation in a specific number of bullying workshop sessions centered around bullying education (i.e. statistics, prevalence, impact of bullying).
- *Restorative Justice*: Specific activities aimed to address and repair the damage caused to the MWA community by bullying (i.e. write an essay on the harmful effects of bullying and present an essay to the MWA community).
- *Psychological Services*: A specific number of individual or group counseling sessions facilitated by a therapeutic clinician.

### **Recordkeeping**

All records related to any investigation of complaints under this Policy are maintained in a secure location by the Dean of Students or designee.

MWA will maintain the following records for at least seven (7) years:

- Records of each sexual harassment investigation, including any determination of responsibility; any audio or audiovisual recording or transcript; any disciplinary sanctions imposed on the respondent; and any remedies provided to the complainant.
- Records of any appeal of a formal sexual harassment complaint and the results of that appeal.
- Records of any informal resolution of a sexual harassment complaint and the results of that informal resolution.
- All materials used to train Title IX coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.
- Records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment.

## Appendix F: Nondiscrimination Statement

MWA does not discriminate against any student or employee on the basis of actual or perceived:

- Race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Gender (including gender identity, gender expression, and transgender identity, whether or not the employee is transitioning or has transitioned);
- Sex (including pregnancy, childbirth, breastfeeding, and medical conditions related to such);
- Religious creed (including agnosticism, atheism, religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- Immigration status
- Nationality (including national origin, citizenship, native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law);
- Physical or mental disability (including HIV and AIDS);
- Medical condition (including cancer and genetic characteristics);
- Taking of a leave of absence pursuant to the Family Medical Leave Act ("FMLA"), Pregnancy Disability Leave ("PDL") law, Americans with Disabilities Act ("ADA"), California Family Rights Act ("CFRA"), the Fair Employment and Housing Act ("FEHA"), or laws related to domestic violence, sexual assault, and stalking laws;
- Genetic information;
- Sexual orientation;
- Military and veteran status; or
- Any other consideration made unlawful by federal, state, or local laws.

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 does not discourage students from enrolling or seeking to enroll in MWA for any reason, including, but not limited to, academic performance, disability, neglect or delinquency, English proficiency, for being homeless or a foster/mobile youth, economic disadvantage, nationality, race, ethnicity, or sexual orientation. MWA shall not encourage a student currently attending MWA to disenroll or transfer to another school based on any of the aforementioned reasons except in cases of expulsion and suspension or involuntary removal in accordance with MWA's charter and relevant policies.

MWA does not request nor require student records prior to a student's enrollment.

MWA shall provide a copy of the California Department of Education Complaint Notice and Form to any parent, guardian, or student over the age of 18 at the following times: (1) when a parent, guardian, or student over of the age of 18 inquires about enrollment; (2) before conducting an enrollment lottery; and (3) before disenrollment of a student.

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, citizenship, 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 whom 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.

Inquiries, complaints, or grievances regarding harassment as described in this section, above, should be directed to the MWA Uniform Complaint Procedures ("UCP") Compliance Officer:

For Students:

Eric D. Mingo  
Senior Dean of Students  
4123 Lakeside Drive  
Richmond, CA 94806  
Ph. (510) 262-1511  
emingo@mwacademy.org

For Employees:

Elizabeth Martinez  
Chief of Staff  
compliance@mwacademy.org  
4123 Lakeside Drive  
Richmond, CA 94806  
Ph. (510) 262-1511



# Appendix G: Directory Information, FERPA, and Student Records

## Definitions

### Education Record

An education record 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. Such information includes, but is not limited to:

- Date and place of birth; parent and/or guardian's address, mother's maiden name and where the parties may be contacted for emergency purposes;
- Grades, test scores, courses taken, academic specializations and school activities;
- Special education records;
- Disciplinary records;
- Medical and health records;
- Attendance records and records of past schools attended; and/or
- Personal information such as, but not limited to, a student's name, the name of a student's parent or other family member, student identification numbers, social security numbers, photographs, biometric record or any other type of information that aids in identification of a student.

An education record does not include any of the following:

- Records that are kept in the sole possession of the maker, are used only as a personal memory aid, and are not accessible or revealed to any other person except a temporary substitute for the maker of the record;
- Records maintained by a law enforcement unit of MWA that were created by that law enforcement unit for the purpose of law enforcement;
- In the case of a person who is employed by MWA but not in attendance at MWA, records made and maintained in the normal course of business, relate exclusively to the individual in that individual's capacity as an employee; and are not available for any other purpose;
- Records on a student who is 18 years of age or older, or is attending an institution of postsecondary education, that are: a) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in their professional capacity or assisting in a paraprofessional capacity; b) made, maintained, or used only in connection with treatment of the student; and c) disclosed only to individuals providing the treatment. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are part of the program of instruction at MWA;
- Records that only contain information about an individual after the individual is no longer a student at MWA; or
- Grades on peer-graded papers before they are collected and recorded by a teacher.

### Personally Identifiable Information

Personally identifiable information is information about a student that is contained in their education records that cannot be disclosed without compliance with the requirements of the Family Educational Rights and Privacy Act of 2001 (20 U.S.C. § 1232g) ("FERPA"). Personally identifiable information includes, but is not limited to: a student's name; the name of a student's parent/guardian or other family member; the address of a student or student's family; a personal identifier, such as the student's Social Security number, student number or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information that, alone or in combinations, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student

with reasonable certainty; or information requested by a person who MWA reasonably believes knows the identity of the student to whom the education record relates.

### **Directory Information**

MWA may disclose the personally identifiable information that it has designated as directory information, consistent with the terms of the annual notice provided by MWA pursuant to FERPA . MWA has designated the following information as directory information:

- Student's name
- Student's address
- Parent/guardian's address
- Telephone listing
- Student's electronic mail address
- Parent/guardian's electronic mail address
- Photograph
- Date and place of birth
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of members of athletic teams
- Degrees, honors, and awards received
- The most recent educational agency or institution attended
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

### **Parent**

Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

### **Eligible Student**

Eligible student means a student who has reached eighteen (18) years of age.

### **School Official**

A school official is a person employed by MWA as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of MWA. A school official also may include a volunteer or an independent contractor of MWA or other party who performs an institutional service or function for which MWA would otherwise use its own employees and who is under the direct control of MWA with respect to the use and maintenance of personally identifiable information from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.

### **Legitimate Educational Interest**

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill their professional responsibility.

## Disclosure of Directory Information

At the beginning of each school year, MWA shall provide parents and eligible students with a notice containing the following information: 1) The type of personally identifiable information it designates as directory information; 2) The parent's or eligible student's right to require that MWA not release "directory information" without obtaining prior written consent from the parent or eligible student; and 3) The period of time within which a parent or eligible student must notify MWA in writing of the categories of "directory information" that it may not disclose without the parent's or eligible student's prior written consent. MWA will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the student rescinds the opt out request.

## Annual Notification to Parents and Eligible Students

At the beginning of each school year, in addition to the notice required for directory information, MWA shall provide eligible students currently in attendance and parents of students currently in attendance with a notice of their rights under the FERPA. The notice shall inform the parents and eligible students that they have the right to:

- Inspect and review the student's education records;
- Seek amendment of the student's education records that the parent or eligible student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights;
- Consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that disclosure is permitted without prior written consent pursuant to FERPA;
- File with the U.S. Department of Education a complaint concerning alleged failures by MWA to comply with the requirements of FERPA and its promulgated regulations; and
- Request that MWA not release student names, addresses and telephone listings to military recruiters or institutions of higher education without prior written parental consent.

The notice must also include the following:

- The procedure for exercising the right to inspect and review educational records;
- The procedure for requesting amendment of records;
- A statement that MWA forwards education records to other agencies or institutions that have requested the records and in which the student seeks or intends to enroll or is already enrolled so long as the disclosure is for purposes related to the student's enrollment or transfer; and
- The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest.

## Parental and Eligible Student Rights Relating to Educational Records

Parents and eligible students have the right to review the student's education records. In order to do so, parents and eligible students shall submit a request to review education records in writing to the MWA Director. Within five (5) business days, MWA shall comply with the request.

### **Copies of Education Records**

MWA will provide copies of requested documents within five business days of a written request for copies. MWA may charge reasonable fees for copies it provides to parents or eligible students. However, no charge shall be made for furnishing: 1) up to two transcripts of former students' records or 2) up to two verifications of various records of former students. The charge will not include a fee to search for or to retrieve the education records.

## **Request for Amendment to Education Records**

A parent/guardian may use a student record challenge to appeal a suspension of a student which has already been served.

To challenge a student's education record, a parent/guardian must file a written request with the Chief Executive Officer to correct or remove any information recorded in the student's education record that is any of the following: 1) inaccurate; 2) misleading; or 3) in violation of the privacy rights of the student.

Within thirty (30) days of receipt of a written request from a parent, the Chief Executive Officer or their designee must meet with the parent/guardian or eligible student and the certificated employee who recorded the information in question, if any. The Chief Executive Officer or their designee must then sustain or deny the parent/guardian or eligible student's request to amend the records and provide a written statement of the decision to the parent/guardian or eligible student within forty-five (45) days of the receipt of request to amend. If MWA decides not to amend the record as requested, it shall inform the parent or eligible student of their right to a hearing. If the Chief Executive Officer or their designee sustains any or all of the allegations, the Chief Executive Officer or their designee must order the correction or the removal and destruction of the information. The Chief Executive Officer or designee must then inform the parent or eligible student of the amendment in writing.

## **Hearing to Challenge Education Record**

If MWA denies a parent or eligible student's request to amend an education record, the parent or eligible student may, within thirty (30) days of the denial, request in writing that the parent or eligible student be given the opportunity for a hearing to challenge the content of the student's education records on the grounds that the information contained in the education records is inaccurate, misleading or in violation of the privacy rights of the student.

The Chief Executive Officer or the Board President may convene a hearing panel to assist in making determinations regarding educational record challenges provided that the parent has given written consent to release information from the student's records to the members of the panel convened. The hearing panel shall consist of the following persons:

- The MWA Director or designee of a public school other than the public school at which the record is on file;
- A certificated employee;
- A parent appointed by the Chief Executive Officer or by the Board of Directors, depending upon who convenes the panel.

The hearing to challenge the education record shall be held within thirty (30) days of the date of the request for a hearing. Notice of the date, time and place of the hearing will be sent by MWA to the parent or eligible student no later than 2 days before the hearing.

The hearing will be conducted by the Chief Executive Officer or their designee, who shall not be required to use formal rules of evidence or procedure. The parent or eligible student will be given a full and fair opportunity to present evidence relevant to the issues relating to the challenge to the education record. The parent or eligible student may also, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney. The decision of the Chief Executive Officer or their designee will be based solely on the evidence presented at the hearing and is final. Within 30 days after the conclusion of the hearing, MWA's decision regarding the challenge will be made in writing and will include a summary of the evidence and the reasons for the decision.

If, as a result of the hearing, MWA decides that the information is inaccurate, misleading or otherwise in violation of the privacy rights of the student, it will amend the record accordingly and inform the parent or eligible student of the amendment in writing.

If, as a result of the hearing, MWA decides that the information in the education record is not inaccurate, misleading or otherwise in violation of the privacy rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why they disagree with the decision of MWA, or both. If MWA places a statement by the parent or eligible student in the education records of a student, it will maintain the statement with the contested part of the record for as long as the record is maintained and disclose the statement whenever it discloses the portion of the record to which the statement relates.

### **Disclosure of Education Records and Directory Information**

MWA must have a signed and dated written consent from the parent or eligible student before releasing any non-directory information from a student's education record except as provided below. The written permission must specify the records that may be disclosed, the purpose of the disclosure and the party or class of parties to whom the disclosure may be made. When disclosure is made pursuant to written permission, the parent or eligible student may request a copy of the disclosed records and MWA shall provide the requestor with a copy of the records disclosed upon request. Signed and dated written consent may include a record and signature in electronic form if it identifies and authenticates a particular person as the source of the electronic consent and indicates such person's approval of the information contained in the electronic consent.

MWA will only disclose personally identifiable information on the condition that the receiving party not disclose the information to any party without the prior written consent of the parent or eligible student and that the receiving party use the information for the purposes for which the disclosure was made. This restriction does not apply to disclosures that fall within the disclosure exceptions listed below. MWA must maintain the appropriate records related to these disclosure exceptions, as described below. Except for disclosures pursuant to a warrant, judicial order or lawfully issued subpoena, or directory information or to parents or eligible students, MWA will inform a receiving party of the requirement that the party not disclose the information to any other party without the prior written consent of the parent or eligible student and that the receiving party use it for the purpose for which the disclosure was made. Note specifically that MWA will not release information to third parties for immigration-enforcement purposes, except as required by law or court order.

MWA will disclose education records, without prior written consent of the parent or eligible student, to the following parties:

- School officials who have a legitimate educational interest as defined by 34 C.F.R. Part 99;
- Other schools to which a student seeks or intends to enroll so long as the disclosure is for purposes related to the student's enrollment or transfer. When a student transfers schools, MWA will mail the original or a copy of a student's cumulative file to the receiving district or private school within ten (10) school days of following the date the request is received from the public school or private school where the student intends to enroll. MWA will make a reasonable attempt to notify the parent or eligible student of the request for records at their last known address, unless the disclosure is initiated by the parent or eligible student. Additionally, MWA will give the parent or eligible student, upon request, a copy of the record that was disclosed and give the parent or eligible student, upon request, an opportunity for hearing pursuant to Section (IV)(3) above;
- Certain government officials listed in 20 U.S.C. § 1232g(b)(1) in order to carry out lawful functions;
- Appropriate parties in connection with a student's application for, or receipt of, financial aid if it is necessary to determine eligibility, amount of aid, conditions for aid or enforcing the terms and conditions of the aid;
- Organizations conducting certain studies for MWA in accordance with 20 U.S.C. § 1232g(b)(1)(F);
- Accrediting organizations in order to carry out their accrediting functions;

- Parents of a dependent student as defined in section [152 of the Internal Revenue Code](#) of 1986;
- Individuals or entities, in compliance with a judicial order or lawfully issued subpoena. Subject to the exceptions found in 34 C.F.R. 99.31(a)(9)(i), reasonable effort must be made to notify the parent or eligible student of the order or subpoena in advance of compliance, so that the parent or eligible student may seek a protective order;
- Persons who need to know in cases of health and safety emergencies;
- State and local authorities, within a juvenile justice system, pursuant to specific State law;
- A foster family agency with jurisdiction over a currently enrolled or former student, a short-term residential treatment program staff responsible for the education or case management of a student, and a caregiver (regardless of whether the caregiver has been appointed as the student's educational rights holder) who has direct responsibility for the care of the student, including a certified or licensed foster parent, an approved relative or non-related extended family member, or a resource family, may access the current or most recent records of grades, transcripts, attendance, behavior management, and online communication on platforms established by MWA for student and parents, and any individualized education program ("IEP") or Section 504 plan that may have been developed or maintained by MWA; and/or
- A victim of an alleged perpetrator of a crime of violence or a non-forcible sex offense. The disclosure may only include final results of the disciplinary proceedings conducted by MWA with respect to that alleged crime or offense. MWA may disclose the final results of the disciplinary proceeding, regardless of whether MWA concluded a violation was committed.

### **Record-Keeping Requirements**

MWA will maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student for as long as the records are maintained. For each request, the record must include the following information: the parties who have requested or received the information and the legitimate interests the parties had in requesting or obtaining the information.

For disclosures of personally identifiable information to institutions that make disclosures of the information on behalf of MWA in accordance with 34 C.F.R. 99.33(b), the record must include the names of the additional parties to which the receiving party may disclose the information on behalf of MWA and the legitimate interests that each of the additional parties has in requesting or obtaining the information.

These record keeping requirements do not apply to requests from or disclosure to parents or eligible students, MWA officials with a legitimate purpose of inspecting the records, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking or receiving the records as directed by a court order or subpoena.

The records relating to disclosures of personally identifiable student information may be inspected by parents and eligible students, MWA officials (or their assistants) responsible for the custody of the records, and parties authorized by regulations for the purpose of auditing the recordkeeping procedures of MWA.

Student cumulative records may not be removed from the premises of the MWA, unless the individual removing the record has a legitimate educational interest, and is authorized by the MWA Director, or by a majority of a quorum of the Board of Directors at a duly agendized meeting. Employees who remove student cumulative records or other student records from the MWA premises without a legitimate educational interest and authorization may be subject to behavior management. Employees are permitted to take student work-product, or other appropriate student records, off premises without authorization for legitimate academic purposes (e.g. grading work-product, assigning credit, reviewing materials for classroom discussion, etc.)

Complaints

Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by MWA to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-5920

## Contracts for Digital Storage, Management, and Retrieval of Student Records

The CEO or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third-party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code section 49073.1 and other applicable state and federal laws.



# Appendix H: Uniform Complaint Procedures (“UCP”) Annual Notice

MWA has the primary responsibility to insure compliance with applicable state and federal laws and regulations governing educational programs.

MWA shall investigate and seek to resolve complaints using policies and procedures known as the Uniform Complaint Procedure (“UCP”) adopted by our local board for the following types of complaints:

1. Complaints alleging unlawful discrimination, harassment, intimidation, or bullying complaints may be based on actual or perceived characteristics of age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, genetic information, physical disability, mental disability, medical condition, disability, nationality, national origin, immigration status, race or ethnicity, religion, marital status, sex, sexual orientation, or on a person’s association with a person or group with one or more of these actual or perceived characteristics, in any MWA program or activity that receives or benefits from state financial assistance.
  
2. Complaints alleging a violation of state and/or federal law or regulation governing the following programs:
  - Adult Education
  - Consolidated Categorical Aid Programs
  - Migrant Education
  - Career Technical and Technical Education and Training Programs
  - Child Care and Developmental Programs
  - Foster and Homeless Youth Services
  - Every Student Succeeds Act / No Child Left Behind Act Programs
  - Safety Planning Requirements
  - Pregnant, Parenting or Lactating students
  - Former Juvenile Court School students
  - Students from Military Families
  - Migratory students
  
3. Complaints alleging noncompliance with laws relating to student fees may be filed pursuant to the local UCP. A student enrolled in a public school shall not be required to pay a student fee for participation in an educational activity. A student fee includes, but is not limited to, all of the following:
  - A fee charged to a student as a condition for registering for school or classes, or as a condition for participation in a class or an extracurricular activity, regardless of whether the class or activity is elective or compulsory, or is for credit.
  - A security deposit, or other payment, that a student is required to make to obtain a lock, locker, book, class apparatus, musical instrument, clothes, or other materials or equipment.
  - A purchase that a student is required to make to obtain materials, supplies, equipment, or clothes associated with an educational activity.

Complaints of noncompliance with laws relating to student fees may be filed with the Compliance Officer or the Director of MWA.

4. Complaints alleging noncompliance with the requirements governing the Local Control Funding Formula (“LCFF”) or Local Control and Accountability Plans (“LCAP”) under Education Code sections 47606.5 and 47607.3, as applicable. If MWA adopts a School Plan for Student Achievement (“SPSA”) in addition to its LCAP, complaints of noncompliance with the requirements of the SPSA under Education Code sections 64000, 64001, 65000, and 65001 shall also fall under the UCP.



Complaints alleging noncompliance regarding child nutrition programs established pursuant to Education Code sections 49490-49590 are governed by Title 7, Code of Federal Regulations ("C.F.R.") sections 210.19(a)(4), 215.1(a), 220.13(c), 225.11(b), 226.6(n), and 250.15(d) and Title 5, California Code of Regulations ("C.C.R.") sections 15580 - 15584.

Complaints alleging noncompliance regarding special education programs established pursuant to Education Code sections 56000-56865 and 59000-59300 are governed by the procedures set forth in 5 C.C.R. sections 3200-3205 and 34 C.F.R. sections 300.151-300.153.

Complaints other than complaints relating to student fees must be filed in writing with the following compliance officer:

Elizabeth Martinez, Chief of Staff  
4123 Lakeside Drive, Richmond, CA 94806  
(510) 262-1511, [compliance@mwacademy.org](mailto:compliance@mwacademy.org)

Complaints alleging unlawful discrimination, harassment, intimidation, or bullying, must be filed within six months from the date the alleged discrimination, harassment, intimidation, or bullying, occurred or the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying. All other complaints under the UCP shall be filed not later than one (1) year from the date the alleged violation occurred. For complaints relating to the LCAP, the date of the alleged violation is the date on which MWA's Board of Directors approved the LCAP or the annual update was adopted by Charter School.

Only complaints regarding pupil fees or LCAP compliance may be filed anonymously and only if the anonymous complainant provides evidence or information leading to evidence to support an allegation of noncompliance with laws relating to pupil fees or LCAP.

Complaints will be investigated and a written decision or report will be sent to the complainant within 60 days from the receipt of the complaint. This 60-day time period may be extended by written agreement of the complainant. The compliance officer responsible for investigating the complaint shall conduct and complete the investigation in accordance with California regulations and in accordance with MWA's UCP Policy.

The complainant has a right to appeal MWA's decision to the California Department of Education (CDE) by filing a written appeal within 30 calendar days of the date of the MWA's written Decision, except if MWA has used its UCP to address a complaint that is not subject to the UCP requirements. The appeal must include a copy of the complaint filed with MWA, a copy of MWA's decision, and the complainant must specify and explain the basis for the appeal of the decision, including at least one of the following:

1. MWA failed to follow its complaint procedures.
2. Relative to the allegations of the complaint, MWA's Decision lacks material findings of fact necessary to reach a conclusion of law.
3. The material findings of fact in MWA's Decision are not supported by substantial evidence.
4. The legal conclusion in MWA's Decision is inconsistent with the law.
5. In a case in which MWA's Decision found noncompliance, the corrective actions fail to provide a proper remedy.

A complainant who appeals MWA's Decision on a UCP complaint to the CDE shall receive a written appeal decision within sixty (60) calendar days of the CDE's receipt of the appeal, unless extended by written agreement with the complainant or the CDE documents exceptional circumstances and informs the complainant.

Within thirty (30) calendar days of the date of the CDE's appeal Decision pursuant to 5 C.C.R. section 4633(f)(2) or (3), either party may request reconsideration by the State Superintendent of Public Instruction ("SSPI") or the SSPI's designee. The request for reconsideration shall specify and explain the reason(s) for contesting the findings of fact, conclusions of law, or corrective actions in the CDE's appeal Decision.

If a UCP complaint is filed directly with the CDE and the CDE determines that it merits direct intervention, the CDE shall complete an investigation and provide a written decision to the complainant within sixty (60) calendar days of receipt of the complaint, unless the parties have agreed to extend the timeline or the CDE documents exceptional circumstances and informs the complainant.

If MWA finds merit in a UCP complaint, or the CDE finds merit in an appeal, MWA shall take corrective actions consistent with the requirements of existing law that will provide a remedy to the affected student and/or parent/guardian as applicable.

Civil law remedies may be available under state or federal discrimination, harassment, intimidation, or bullying laws, if applicable. In appropriate cases, an appeal may be filed pursuant to Education Code Section 262.3. A complainant may pursue available civil law remedies outside of MWA's complaint procedures. Complainants may seek assistance from mediation centers or public/private interest attorneys. Civil law remedies that may be imposed by a court include, but are not limited to, injunctions and restraining orders. For unlawful discrimination, harassment, intimidation or bullying complaints arising under state law, however, a complainant must wait until sixty (60) calendar days have elapsed from the filing of an appeal with the CDE before pursuing civil law remedies. The moratorium does not apply to injunctive relief and is applicable only if the MWA has appropriately, and in a timely manner, apprised the complainant of the complainant's right to file a complaint in accordance with 5 CCR § 4622.

A copy of the full UCP is available free of charge in the Front Offices. For further information on any part of the UCP, including filing a complaint or requesting a copy of the UCP, please contact the front office or the compliance officer listed above. The UCP Form is included below.

# Appendix I: Uniform Complaint Procedure Form

Last Name: \_\_\_\_\_ First Name/MI: \_\_\_\_\_

Student Name (if applicable): \_\_\_\_\_ Grade: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Street Address/Apt. #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

School/Office of Alleged Violation: \_\_\_\_\_

**For allegation(s) of noncompliance, please check the program or activity referred to in your complaint, if applicable:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adult Education                         | <input type="checkbox"/> Consolidated Categorical Programs  | <input type="checkbox"/> Local Control Funding Formula/ Local Control and Accountability Plan |
| <input type="checkbox"/> Career Technical Education and Training | <input type="checkbox"/> Migrant Education  | <input type="checkbox"/> Safety Planning  |
| <input type="checkbox"/> Child Care & Development Programs       | <input type="checkbox"/> Student Fees   | <input type="checkbox"/> Former Juvenile Court School students                                |
| <input type="checkbox"/> Foster/Homeless Youth                   | <input type="checkbox"/> No Child Left Behind Prog.<br><input type="checkbox"/> Pregnant, Parenting or Lactating students | <input type="checkbox"/> Students from Military Families                                      |
|  | <input type="checkbox"/> Every Student Succeeds Act   | <input type="checkbox"/> Migratory students   |

**For allegation(s) of unlawful discrimination, harassment, intimidation or bullying, please check the basis of the unlawful discrimination, harassment, intimidation or bullying described in your complaint, if applicable:**

- |  |   |  |
|--|---|--|
| <input type="checkbox"/> Age                             | <input type="checkbox"/> Gender / Gender Expression / Gender Identity | <input type="checkbox"/> Sex (Actual or Perceived)   |
| <input type="checkbox"/> Ancestry                        | <input type="checkbox"/> Genetic Information                          | <input type="checkbox"/> Sexual Orientation (Actual or Perceived)  |
| <input type="checkbox"/> Color                           | <input type="checkbox"/> Nationality/National Origin                  | <input type="checkbox"/> Based on association with a person or group with one or more of these actual or perceived characteristics |
| <input type="checkbox"/> Disability (Mental or Physical) | <input type="checkbox"/> Race or Ethnicity                            |  |
| <input type="checkbox"/> Ethnic Group Identification     | <input type="checkbox"/> Religion/Religious Affiliation               |  |
| <input type="checkbox"/> Immigration Status/Citizenship  | <input type="checkbox"/> Marital Status                               |  |
| <input type="checkbox"/> Medical Condition               |   |  |

1. Please give facts about the complaint. Provide details such as the names of those involved, dates, whether witnesses were present, etc., that may be helpful to the complaint investigator.

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2. Have you discussed your complaint or brought your complaint to any MWA personnel? If you have, to whom did you take the complaint, and what was the result?

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3. Please provide copies of any written documents that may be relevant or supportive of your complaint.

I have attached supporting documents.  Yes  No

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mail complaint and any relevant documents to:

Elizabeth Martinez, Chief of Staff  
4123 Lakeside Drive , Richmond, CA 94806  
(510) 262-1511, [compliance@mwacademy.org](mailto:compliance@mwacademy.org)

# Appendix J: Anti-Bullying, Harassment, Intimidation, Discrimination and Title IX Complaint Form

Your Name: \_\_\_\_\_ Date: \_\_\_\_\_

Date of Alleged Incident(s): \_\_\_\_\_

Name of Person(s) you have a complaint against: \_\_\_\_\_

List any witnesses that were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Please describe the events or conduct that are the basis of your complaint by providing as much factual detail as possible (i.e. specific statements; what, if any, physical contact was involved; any verbal statements; what did you do to avoid the situation, etc.) (Attach additional pages, if needed):

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**I hereby authorize MWA to disclose the information I have provided as it finds necessary in pursuing its investigation. I hereby certify that the information I have provided in this complaint is true and correct and complete to the best of my knowledge and belief. I further understand providing false information in this regard could result in disciplinary action up to and including termination.**

\_\_\_\_\_  
Signature of Complainant

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name

**To be completed by the MWA:**

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

Follow up Meeting with Complainant held on: \_\_\_\_\_

# Appendix K: Suspension and Expulsion Policy and Procedures

## General Principles

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

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

MWA has increased its use of restorative justice practices to replace suspensions. The aim is to help students identify and understand some of the motivations behind their choices. Restorative circles and conferences are aimed at addressing communication issues, personal injuries, and social emotional development. MWA utilizes a combination of traditional behavior management practices and increasing restorative justice practices. MWA wants to limit suspension as a means of student behavior management when possible.

## Responsibilities of Parties

### Student Responsibilities

- Read, understand and follow the MWA school rules and regulations;
- Submit to the authority of teachers, administrators and classified employees who have student supervisory assignments with respect to student behavior during school activities;
- Demonstrate good behavior while on MWA grounds, while going to and from school, during the lunch period, and during or while going to or coming from a school-sponsored activity;
- Respond to MWA staff in a fashion that shows individual respect;
- Read and understand the behavior management policies outlined in the MWA handbook and posted in classrooms. If a rule or policy is unclear, request that the faculty member explain its meaning.

### Parent/Guardian Responsibilities

- Read and understand school rules and regulations relating to behavior management;
- Discuss all components of the school Comportment Policy with the student;
- Work with the school to modify and correct unacceptable student behavior;
- Respond to MWA staff in a timely and respectful manner.

### Teacher Responsibilities

- Support and enforce all MWA rules and regulations fairly within classrooms, halls and campus;
- Communicate with and respond to students and parents in a timely and timely manner;
- Propose, participate, and recommend conferences with parents/guardians, counselors and administrators concerning students with serious behavioral problems;
- Report to the Senior School Director or deans all serious or willful acts of misconduct by students and other individuals;
- If appropriate, give detentions for tardiness, unexcused absences, minor behavior infractions, or institute other appropriate consequences for these kinds of behaviors.

### **Administrator Responsibilities**

- Administration shall inform teachers of each student has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses listed in the MWA Suspension and Expulsion Policy. Administration shall provide the information to teachers based upon any written records that the school maintains in its ordinary course of business or receives from a law enforcement agency;
- Communicate with and respond to students and parents in a fashion that shows individual respect;
- Issue suspensions and detentions for those students who demonstrate unacceptable behavior and who fail to honor this policy;
- Give suspensions from one to five consecutive school days to students when other means of correction fail to bring about good conduct or when the action of that student presents a danger to persons or property or threatens to disrupt the educational process;
- Monitor at-risk students with 10 or more days of suspension, and keep parents/guardians informed about corrective actions being instituted to assist students to improve behavior.

### **Community Responsibilities**

- On a limited basis, the community police may cooperate with the MWA administration in the investigation of incidents where the law may have been violated.

## Suspension and Expulsion Policy and Procedures

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

Consistent with this policy, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as MWA's policy and procedures for student suspension, expulsion and involuntary removal and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. MWA staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed annually as part of the student handbook and will clearly describe behavior management expectations. It will be reviewed and updated by the Board of Directors when they review and update other Board policies and procedures, or more frequently as needed.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

MWA administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all behavior management and involuntary removal policies and procedures. The notice shall state that this policy and its procedures are available on request at the Front Offices.

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

A student identified as an individual with disabilities or for whom MWA has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 or who is qualified for

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

No student shall be involuntarily removed by MWA for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent, guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's parent, guardian, or educational rights holder requests a hearing, MWA shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until MWA issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

## Grounds for Suspension and Expulsion of Students

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

### Enumerated Offenses

#### Discretionary Suspension and Expellable Offenses

Students may be suspended or recommended for expulsion when it is determined the student:

- Caused, attempted to cause, or threatened to cause physical injury to another person.
- Willfully used force or violence upon the person of another, except self-defense.
- Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
- Committed or attempted to commit robbery or extortion.
- Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
- Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.



- Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of their own prescription products by a student.
- Committed an obscene act or engaged in habitual profanity or vulgarity.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.
- Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. .
- Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 4 to 12, inclusive.
- Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 4 to 12, inclusive.
- Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act:
  - 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:

- i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
  - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
  - iii. Causing a reasonable student to experience substantial interference with their academic performance.
  - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
- 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
- i. A message, text, sound, video, or image.
  - ii. A post on a social network Internet Web site including, but not limited to:
    - (a) Posting to or creating a burn page. A "burn page" means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
    - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. "Credible impersonation" means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.
    - (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. "False profile" means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
  - iii. An act of cyber sexual bullying.
    - (a) For purposes of this policy, "cyber sexual bullying" means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
    - (b) For purposes of this policy, "cyber sexual bullying" does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who

has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to behavior management pursuant to subdivision (1)(a)-(b).

- Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Division Director or designee's concurrence.

### **Non-Discretionary Suspension and Expellable Offenses**

Students must be suspended and recommended for expulsion for any of the following acts when it is determined the student:

- Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Division Director or designee's concurrence.
- Brandished a knife at another person. The term "knife" means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.
- Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, et seq.
- Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Education Code Section 48900(n).

### **Firearms and Destructive Devices**

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

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

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

## **Suspension Procedure**

Suspensions shall be initiated according to the following procedures:

### **Conference**

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

The conference may be omitted if the Division Director or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or Charter School personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference.

### Notice to Parents/Guardians

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

### Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five consecutive school days per suspension. Upon a recommendation of expulsion by the Senior School Director or designee, the student and the student's parent/guardian or representative will be invited to a conference to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when MWA has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student's parents/guardians, unless the student and the student's parents/guardians fail to attend the conference. This determination will be made by the Senior School Director or designee upon either of the following: 1) the student's presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student's suspension will be extended pending the results of an expulsion hearing.

## Homework Assignment During Suspension

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two or more schooldays, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

## Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled either by the neutral and impartial MWA Board of Directors following a hearing before it or by the MWA Board of Directors upon the recommendation of a neutral and impartial administrative panel, to be assigned by the Board of Directors as needed. The administrative panel shall consist of at least three members who are certificated and neither a teacher of the student nor a member of the Board of Directors. Each entity shall be presided over by a designated neutral hearing chairperson. The administrative panel may recommend expulsion of any student found to have committed an expellable offense, and the Board of Directors shall make the final determination.

## Expulsion Procedures

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

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

## Steps to Expulsion

The following steps will occur when a student commits an offense that may be considered expellable:

- A timely investigation of what happened;
- Suspension of the student while the investigation is underway, which may be extended as described above;
- The parents/guardians and student are notified of the findings of the investigation including MWA's determination of whether the offense is expellable;
- An expulsion hearing is scheduled and held within thirty (30) school days after the Senior School Director or designee determines that the student has committed an expellable offense, unless postponed for good cause.
- Written notice of the hearing will be forwarded to the student and the student's parents/guardians no later than ten (10) calendar days before the hearing;
- The Board of Directors or an administrative panel conduct the hearing;
- If the administrative panel conducts the hearing, the recommendation shall be in the form of written findings of fact and a written recommendation to the Board of Directors, which will make a final determination regarding the expulsion during closed session at a public board meeting;
- The final decision by the Board of Directors shall be made within ten (10) school days following the conclusion of the hearing (the decision of the Board of Directors is final);
- The student or the student's parents/guardians will be forwarded a written notice of the expulsion including a copy of the Board of Directors' adopted written findings of fact; and
  - Notice of this specific offense committed by the student; and
  - Notice of the student's or parents/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with MWA;
- The Board of Directors' decision to expel is final and is documented in the student's file and forwarded to the school's chartering authority and the student's last known school district of residence.

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

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

## Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

MWA may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form



of sworn declarations that shall be examined only by the school or the hearing officer. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the student.

- The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five days notice of their scheduled testimony, (b) have up to two (2) adult support persons of their choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
- MWA must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
- At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
- The entity conducting the expulsion hearing may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
- The entity conducting the expulsion hearing may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.
- Prior to a complaining witness testifying, the support persons must be admonished that the hearing is confidential. Nothing in the law precludes the entity presiding over the hearing from removing a support person whom the presiding person finds is disrupting the hearing. The entity conducting the hearing may permit any one of the support persons for the complaining witness to accompany him or her to the witness stand.
- If one or both of the support persons is also a witness, MWA must present evidence that the witness' presence is both desired by the witness and will be helpful to MWA. The entity presiding over the hearing shall permit the witness to stay unless it is established that there is a substantial risk that the testimony of the complaining witness would be influenced by the support person, in which case the presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom he or she believes is prompting, swaying, or influencing the witness.
- The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the courtroom during that testimony.
- Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
- Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

## Record of Hearing

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

## Presentation of Evidence

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the administrative panel to expel must be supported by substantial evidence that the student

committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the Board or administrative panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

## Expulsion Decision

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

If the Administrative Panel decides not to recommend expulsion, or the Board of Directors ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

## Written Notice to Expel

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

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

## Disciplinary Records

MWA shall maintain records of all student suspensions and expulsions at the school. Such records shall be made available to the chartering authority upon request.

## No Right to Appeal

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

## Expelled Students/Alternative Education

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the county or their school district of residence. MWA shall work



cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion.

## Rehabilitation Plans

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

## Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the Board of Directors following a meeting with the Senior School Director or designee and the student and the student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Senior School Director or designee shall make a recommendation to the Board of Directors following the meeting regarding the Senior School Director's or designee's determination. The Board shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon MWA's capacity at the time the student seeks readmission or admission to MWA.

## Notice to Teachers

MWA shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

## Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. **Notification of SELPA**  
MWA shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the behavior management of any student with a disability or student who MWA or the SELPA would be deemed to have knowledge that the student had a disability. MWA will also notify the SELPA of which it is a part of any suspension or expulsion.
2. **Services During Suspension**  
Students suspended for more than 10 school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

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

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

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

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

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

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

If MWA, the parent/guardian, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then MWA may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### **4. *Due Process Appeals***

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

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

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if MWA believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or school may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

**5. *Special Circumstances***

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

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

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

**6. *Interim Alternative Educational Setting***

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

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

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

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

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to school supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.

- c. The child's teacher, or other school personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other supervisory personnel.

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

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

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

## Appendix M: Homeless Youth Annual Notice

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 U.S.C. 11434a):

- Are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
- Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and/or
- Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent/guardian. In the case of unaccompanied youth, status is determined by the MWA Liaison.

The Chief Executive Officer or designee designates the following staff person as the MWA Liaison for homeless students ((42 U.S.C. 11432(g)(1)(J)(ii)):

Division Social Workers  
4123 Lakeside Drive  
Richmond, CA 94806  
Ph. (510) 262-1511

The MWA Liaison shall ensure that (42 U.S.C. 11432(g)(6)):

- Homeless students are identified by school personnel and through outreach and coordination activities with other entities and agencies.
- Homeless students enroll in, and have a full and equal opportunity to succeed at MWA.
- Homeless students and families receive educational services for which they are eligible, including services through Head Start programs (including Early Head Start programs) under the Head Start Act, early intervention services under part C of the Individuals with Disabilities Education Act, any other preschool programs administered by MWA, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
- Parents/guardians are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children.
- Public notice of the educational rights of homeless children is disseminated at places frequented by parents or guardians of such youths, and unaccompanied youths, including schools, shelters, public libraries, and soup kitchens, and in a manner and form understandable to the parents and guardians of homeless youth and unaccompanied youth.
- Enrollment/admissions disputes are mediated in accordance with law, MWA charter, and board policy.
- Parents/guardians and any unaccompanied youth are fully informed of all transportation services, as applicable.
- MWA personnel providing services receive professional development and other support.
- The MWA Liaison collaborates with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
  - Unaccompanied youth are enrolled in school; have opportunities to meet the same challenging State academic standards as the State establishes for other children and youth; and are informed of their status as independent students under section 480 of the Higher Education Act of 1965 and

that the youths may obtain assistance from The MWA Liaison to receive verification of such status for the purposes of the Free Application for Federal Student Aid described in section 483 of the Act.

The California Department of Education publishes a list of the contact information for the Homeless Education Liaisons in the state, which is available at: <https://www.cde.ca.gov/sp/hs/>

High School Graduation Requirements: Homeless students who transfer to MWA any time after the completion of their second year of high school shall be exempt from any of MWA's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless MWA makes a finding that the student is reasonably able to complete MWA's graduation requirements by the end of the student's fourth year of high school.

To determine whether a homeless student is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into MWA, MWA shall notify the student, the student's educational rights holder, and the MWA Liaison of the availability of the exemption and whether the student qualifies for an exemption.

MWA shall notify students who are exempted from MWA's additional graduation requirements and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

MWA shall not require any student who would otherwise be entitled to remain in attendance at MWA to accept the exemption from MWA's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. MWA shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from MWA's additional graduation requirements will continue to apply while the student is enrolled in MWA or if the student transfers to another school even after the student no longer meets the definition of a homeless child.

MWA shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from MWA's additional graduation requirements.

If a student who is exempted from MWA's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at MWA, MWA shall not require or request that the student graduate before the end of the student's fourth year of high school.

If MWA determines the student is reasonably able to complete MWA's graduation requirements by the end of the student's fifth year of high school, MWA shall do the following:

1. Inform the student of the student's option to remain at MWA for a fifth year to complete MWA's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete MWA's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.
3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at MWA for a fifth year to complete MWA's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: MWA will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a homeless student.

MWA will provide homeless students credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, MWA shall not require the student to retake the portion of the course the student completed unless MWA, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the homeless student shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

For any homeless student who enrolls at MWA, a copy of MWA's complete policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.



## Appendix N: Foster Youth

Definitions: For the purposes of this annual notice the terms are defined as follows:

1. "Foster youth" refers to any child who has been removed from their home pursuant Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
2. "Former juvenile court school students" refers to a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to MWA.
3. "Child of a military family" refers to a student who resides in the household of an active duty military member.
4. "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to MWA from another Local Educational Agency ("LEA"), either within California or from another state, in order that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. "Currently Migratory Child" includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. "Student participating in a newcomer program" means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a student participating in the newcomer program will be collectively referred to as "Foster and Mobile Youth." Within this notice, a parent, guardian, or other person holding the educational rights for a Foster and Mobile Youth will be referred to as a "parent."

Foster and Mobile Youth Liaison: The Chief Executive Officer or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Division Social Workers  
4123 Lakeside Drive  
Richmond, CA 94806  
Ph. (510) 262-1511

The Foster and Mobile Youth Liaison's responsibilities include but are not limited to the following:

1. Ensuring and facilitating the proper educational placement, enrollment in school, and checkout from school of foster children.
2. Assisting foster children when transferring from one school to another school in ensuring proper transfer of credits, records and grades.

School Stability: MWA will work with foster youth and their parent to ensure that each student is placed in the least restrictive educational programs, and has access to the academic resources, services, and extracurricular and enrichment activities that are available to all students, including, but not necessarily limited to, interscholastic sports. All decisions regarding a foster youth's education and placement will be based on the best interest of the child and shall consider, among other factors, educational stability and the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress.

Foster youth, currently migratory children and children of military families have the right to remain in their school of origin if it is their best interest. MWA will immediately enroll a foster youth, currently migratory child or child of a military family seeking reenrollment in MWA as the student's school of origin (subject to MWA's capacity and pursuant to the procedures stated in MWA's charter and Board policy). If a dispute arises regarding a foster youth's request to remain in MWA as the school of origin, the foster youth has the right to remain in MWA pending the resolution of the dispute. MWA will also immediately enroll any foster youth, currently migratory child or child of a military family seeking to transfer to the MWA (subject to MWA's capacity and pursuant to the procedures stated in MWA's charter and Board policy) regardless of the student's ability to meet normal enrollment documentation or uniform requirements (e.g. producing medical records or academic records from a previous school).



Foster youth, currently migratory children, and children of military families have the right to remain in their school of origin following the termination of the child's status as a foster youth, currently migratory child or child of a military family, as follows:

1. For students in Kindergarten through eighth grade, inclusive, the student will be allowed to continue in the school of origin through the duration of the academic year in which the student's status changed.
2. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.

Graduation Requirements: Foster and Mobile Youth who transfer to MWA any time after the completion of their second year of high school, and students participating in a newcomer program who are in their third or fourth year of high school, shall be exempt from any of MWA's graduation requirements that are in excess of the California minimum graduation requirements specified in Education Code section 51225.3 ("additional graduation requirements") unless MWA makes a finding that the student is reasonably able to complete MWA's graduation requirements by the end of the student's fourth year of high school.

To determine whether a Foster and Mobile Youth is in their third or fourth year of high school, either the number of credits the student has earned to the date of transfer or the length of the student's school enrollment may be used, whichever will qualify the student for the exemption. In the case of a student participating in a newcomer program, enrollment in grade 11 or 12 may be used to determine whether the student is in their third or fourth year of high school.

Within thirty (30) calendar days of the date that a student who may qualify for exemption under the above requirements transfers into MWA, MWA shall notify the student, the parent, and where applicable, the student's social worker or probation officer, of the availability of the exemption and whether the student qualifies for an exemption.

MWA shall notify students who are exempted from MWA's additional graduation requirements and the student's parent how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and provide information about transfer opportunities available through the California Community Colleges.

MWA shall not require any student who would otherwise be entitled to remain in attendance at MWA to accept the exemption from MWA's additional graduation requirements or deny the student enrollment in, or the ability to complete, courses for which the student is otherwise eligible. MWA shall not revoke an exemption and shall grant an eligible student's request for the exemption at any time if the student qualifies, regardless of whether the student previously declined the exemption. An eligible student's exemption from MWA's additional graduation requirements will continue to apply while the student is enrolled in MWA or if the student transfers to another school even after the court's jurisdiction terminates or the student no longer meets the definition of a child of military family, a currently migratory child or a student participating in a newcomer program.

MWA shall not require or request that a student transfer schools in order to qualify the student for the exemption. Nor shall a student, a student's parent/guardian or educational rights holder, or a student's social worker or probation officer request a transfer solely to qualify for an exemption from MWA's additional graduation requirements.

If a student who is exempted from MWA's additional graduation requirements completes the California minimum coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and would otherwise be entitled to remain in attendance at MWA, MWA shall not require or request that the student graduate before the end of the student's fourth year of high school.

If MWA determines the student is reasonably able to complete MWA's graduation requirements by the end of the student's fifth year of high school, MWA shall do the following:

1. Inform the student of the student's option to remain at MWA for a fifth year to complete MWA's graduation requirements.
2. Inform the student, and the educational rights holder for the student, about how remaining in school for a fifth year to complete MWA's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution.

3. Provide information to the student about transfer opportunities available through the California Community Colleges.
4. Permit the student to stay at MWA for a fifth year to complete MWA's graduation requirements upon agreement with the student, if the student is 18 years of age or older, or, if the student is under 18 years of age, upon agreement with the educational rights holder for the student.

Acceptance of Course Work: MWA will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

MWA will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, MWA shall not require the student to retake the portion of the course the student completed unless MWA, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

Student Records: When MWA receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), MWA shall provide these student records within two (2) business days . MWA shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

MWA shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the student will be calculated as of the date the student left MWA.

In accordance with MWA's Directory Information, FERPA, and Student Records Policy, under limited circumstances, MWA may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

Discipline Determinations: If MWA intends to extend the suspension of any foster/ youth pending a recommendation for expulsion, MWA will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If MWA intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, MWA will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

Complaints of Noncompliance: A complaint of noncompliance with any of the requirements outlined above may be filed through MWA's Uniform Complaint Procedures . A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

Availability of Complete Policy: For any Foster and Mobile Youth who enrolls at MWA, a copy of MWA's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.

**For the most up-to-date versions of our policies please visit:**  
<https://bit.ly/mwapublicnotices>

# Coversheet

## PowerSchool Renewal

**Section:** V. Consent Action Items  
**Item:** A. PowerSchool Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** Ed Code Addendum - final.pdf  
making waves addendum final.pdf  
Q-448027-20210513-1031 final.pdf

**BACKGROUND:**

PowerSchool is an online student information system used for grading, attendance, as well as housing student and staff demographic data.

**RECOMMENDATION:**

Please approve this agreement that has a \$17,526.11 fiscal impact in the 2021/22 school year.

## **Addendum to PowerSchool Master Services Agreement for Compliance with California Education Code § 49073.1**

IN CONSIDERATION of the mutual promises by PowerSchool Group LLC (“Service Provider”) and Making Waves Academy (“LEA”) (collectively, the “Parties”) in this Addendum, the Quote# Q-448027-2, and the PowerSchool Main Services Agreement between LEA and Service Provider with a term of July 27, 2021 to July 26, 2022 (“Agreement”), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to enter into this Addendum to the Agreement. The Parties agree as follows:

1. The terms and conditions of the Agreement are incorporated herein by reference.
2. This Addendum shall remain in full force and effect during the entire Term of the Agreement. No modification of this Addendum shall be binding unless in writing and expressing an intent to modify the Addendum and signed by an authorized representative from each party. No unilateral revision to the Agreement, the exhibits thereto or the Service Provider’s Privacy Policy shall nullify or modify the terms of this Addendum.
3. Pupil records obtained by Service Provider from LEA continue to be the property of and under the control of the LEA. Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees or contractors. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the Service Provider’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
5. Pupils may retain possession and control of their own pupil-generated content and transfer pupil-generated content to a personal account, to the extent consistent with the functionality of the Service Provider’s Products and Services, by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Service Provider will provide the option to transfer pupil account data into a family account (to be paid for by the pupil or parent/guardian separately).
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil’s records and correct erroneous information by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Service Provider will work with Making Waves Academy to

make the personally identifiable information in the pupil's records that are accessed, stored, or maintained by the Service Provider available for the parent, guardian or eligible pupil's review and correct any erroneous information contained in such records.

7. Service Provider shall take commercially reasonable actions to ensure the security and confidentiality of pupil records. Its security measures are designed to protect the pupil records and personal information it collects from loss, misuse, and unauthorized access, disclosure, alteration, and destruction and include but are not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records and using individual user accounts, access controls, auditing and logging, and encryption to limit the dissemination of personal information to only designated staff or third-party vendors as is reasonably necessary to the provision of the Service Provider's Products and Services under the Agreement.

8. In the event of a confirmed unauthorized disclosure of a pupil's records, Service Provider shall notify Making Waves Academy thereof in writing as soon as reasonably possible but no later than three (3) business days and use commercially reasonable efforts to remedy such breach.

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Agreement.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider after termination or upon completion of the terms of the Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Service Provider will, within thirty (30) days of receipt of a written request from Making Waves Academy, provide written notice that pupil records have been destroyed and/or deidentified. This provision shall survive termination of the Agreement.

11. Making Waves Academy and Service Provider agree to comply with all applicable California and federal laws and regulations including but not limited to the Family Educational Rights And Privacy (FERPA) and California Education Code section 49073.1.

12. Service Provider shall not use personally identifiable information in pupil records to engage in targeted advertising.

13. The Parties agree to comply with all applicable laws, regulations and ordinances including but not limited to the Children's Online Privacy Protection Act and related regulations (COPPA), the Student Online Personal Information Protection Act (SOPIPA), FERPA, and California Education Code section 49073.1.

**IN WITNESS WHEREOF**, each party hereto has caused this Addendum to be executed by its authorized representative and agrees than an electronic signature of an authorized

representative constitutes a valid signature for such party, effective as of the date first set forth below.

**Making Waves Academy  
4123 Lakeside Drive  
Richmond, CA 94806**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PowerSchool Group LLC  
150 Parkshore Drive  
Folsom, CA 95630**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Addendum

This Addendum addresses amended and additional terms to be included into the Main Services Agreement (the "Agreement"). Except as set forth in this Addendum, the Agreement, including the Quote #Q-448027-2 (and any other quotes to which this addendum is attached and referenced) and the Addendum to PowerSchool Master Services Agreement for Compliance with California Education Code § 49073.1 is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

1. **2.3.3. Restrictions on Subscription Services**

The first sentence of section 2.3.3. is deleted in its entirety and replaced with the following:  
 "2.3.3 Customer will not and will take reasonable steps to ensure its User(s) will not, (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the PowerSchool Product(s); (b) decipher, decompile, disassemble, reverse assemble, decrypt, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the PowerSchool Product(s), in whole or in part, for any purposes or otherwise; (c) write or develop any derivative works based upon the PowerSchool Product(s)."

2. **3.3. Confidentiality**

The fourth sentence of section 3.3 is deleted in its entirety and replaced with the following:  
 "Customer will notify PowerSchool immediately in writing of any unauthorized use or distribution of PowerSchool Product(s) of which Customer becomes aware and will take all reasonable steps necessary to ensure that such unauthorized use or distribution is terminated."

And

The eighth sentence of section 3.3 is deleted in its entirety and replaced with the following:  
 "PowerSchool will not be liable for any loss that Customer may incur as a result of someone else using Customer's passwords or accounts, either with or without the Customer's knowledge, unless such loss is caused by PowerSchool's negligence, willful misconduct or violation of this Agreement, its Privacy Policy, or applicable laws or regulations."

And

The eleventh sentence of section 3.3 is deleted in its entirety and replaced with the following:  
 "While PowerSchool will not rent, share or sell information for marketing purposes and will not rent, share or sell Customer data or confidential information with third parties for marketing purposes, Customer hereby grants PowerSchool permission to use and/or copy any De-Identified Data, and/or combine any De-Identified Data with any De-identified Data."

3. **3.4. Public Record Act**

Section 3.4 is deleted in its entirety and replaced with the following:  
 "Notwithstanding anything herein to the contrary in section 3.3, PowerSchool acknowledges that, to the extent Customer is subject to public record acts or freedom of information acts, PowerSchool will work with Customer to provide appropriate information in response to such requests, to the extent such requested information is not PowerSchool's proprietary information or otherwise exempted from disclosure under applicable laws or regulations."

4. **3.6. Use of Feedback**

Section 3.6 is deleted in its entirety and replaced with the following:  
 "Customer grants to PowerSchool a worldwide, perpetual, irrevocable, royalty-free license to use





and incorporate into PowerSchool Product(s) and Services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or User(s) about PowerSchool Product(s) and Services.”

5. **6. THIRD PARTY SOFTWARE LICENSE TERMS; EMBEDDED APPLICATIONS; OPEN-SOURCE SOFTWARE**

The sixth and seventh sentences of section 6 are deleted in their entirety and replaced with the following:

“Further, PowerSchool will not be responsible for providing support for third party services or: (i) for problems caused by Customer’s use of or access to the PowerSchool Product(s) other than as intended ; (ii) for any use in violation of this Agreement; or (iii) for any unauthorized modifications made to the PowerSchool Product(s) by Customer. In the event the need for Support Services provided are traced to a Customer’s intentional misuse, unauthorized use, or use of PowerSchool Product(s) in violation of this Agreement; fees and expenses for said Support Services may be billed to Customer at PowerSchool’s then current rates which Customer will promptly pay.”

6. **10. Disclaimer of Other Warranties.**

The following sentence is added to the end of section 10:

“NOTWITHSTANDING THE ABOVE DISCLAIMERS, POWERSCHOOL AGREES TO MAKE REASONABLE EFFORTS TO TIMELY REPAIR OR CORRECT ANY ERRORS OR DEFECTS IN THE PRODUCTS AND SERVICES PROVIDED BY POWERSCHOOL TO CUSTOMER UNDER THIS AGREEMENT.”

7. **11.1 Term**

Section 11.1 is deleted in its entirety and replaced with the following:

“This Agreement commences on the date the Customer first executes this Agreement or a Quote incorporating the same; and continues until the term of all PowerSchool Product(s) or Services provided under any applicable Quote hereunder have expired or have been terminated.”

8. **11.3. Suspension**

Section 11.3 is deleted in its entirety and replaced with the following:

“PowerSchool will have the right to suspend performance of certain obligations under this Agreement in the event where Customer is notified in writing in advance that an objective security threat arises so great as to warrant immediate action by PowerSchool to protect the security of Customer data and the PowerSchool systems.”

9. **11.5 No Termination for Convenience**

The following is added to the end of section 11.5:

“This Agreement will terminate upon the effective date of any termination, non-renewal, or revocation of Customer’s charter or the cessation of Customer’s operations for any reason, as long as Customer provides written notification to PowerSchool of such event.”

10. **12. Limitation of Liability**

Section 12 is deleted in its entirety and replaced with the following;

“NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY ; ARISING OUT OF THIS AGREEMENT, SUBSCRIPTION SERVICE(S), SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND, OR ACTION ARISING OUT OF THIS AGREEMENT, EITHER PARTY WILL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO POWERSCHOOL HEREUNDER FOR THE APPLICABLE POWERSCHOOL PRODUCT(S) ON



WHICH THE CLAIM IS BASED IN THE PREVIOUS TWENTY FOUR (24) MONTHS. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF EITHER PARTY RELATING TO ITS OBLIGATIONS EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO POWERSCHOOL DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUBSCRIPTION SERVICE(S), SUPPORT SERVICES OR HOSTING SERVICES, OR PROFESSIONAL SERVICES ON WHICH THE CLAIM IS BASED.”

**11. 13.1 Indemnification by PowerSchool**

Section 13.1 is deleted in its entirety and replaced with the following:

“Subject to Section 12 (LIMITATION OF LIABILITY), PowerSchool hereby agrees to defend, indemnify, and hold harmless the Customer from and against any and all losses, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses ), liabilities, costs, expenses and damages arising out of or relating to any claim by a third party against Customer due to or arising out of: (a) PowerSchool's or its agent's unauthorized disclosure, rent, sale or lease of Customer's or any of its User's confidential information (excluding De-Identified Data in accordance with this Agreement) that is provided to PowerSchool by Customer or any of its Users; (b) PowerSchool's violation of this Agreement or its Privacy Policy; (c) PowerSchool's gross negligence or willful misconduct; or (d) PowerSchool's infringement of any Intellectual Property Rights as to the PowerSchool Product(s), provided that PowerSchool will have received from Customer (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, and settlement of such claim; and (iii) all reasonable and necessary cooperation of Customer. If Customer's use of the PowerSchool Product(s) is enjoined, PowerSchool may (i) substitute for the PowerSchool Product(s), a substantially and functionally similar product(s) and documentation; (ii) procure for Customer the right to continue using the PowerSchool Product(s); or if (i) or (ii) are not possible after reasonable commercial efforts from PowerSchool, then PowerSchool may terminate this Agreement and credit a pro-rated return of unused portion of the paid fee.

The foregoing obligation of PowerSchool does not apply to the extent the claim arises from (i) modifications to the PowerSchool Product(s) by anyone other than PowerSchool; (ii) combinations of the PowerSchool Product(s) with products or processes not provided or authorized by PowerSchool; or (iii) any unauthorized use, access, or distribution of the PowerSchool Product(s) by Customer.”

**12. 13.2 Indemnification by Customer.**

Section 13.2 is deleted in its entirety and replaced with the following:

“To the extent permitted under applicable law, Customer agrees to indemnify and hold PowerSchool harmless against and from any claim, demand, expenses, or losses, including reasonable legal fees (including but not limited to attorney's fees, costs and expenses), made by any third party against PowerSchool due to or arising out of: (a) Customer's access, use of and/or connection to the PowerSchool Product(s); (b) Customer's unauthorized sharing of any content obtained through access or use of the PowerSchool Product(s) to any third party; (c) Customer's violation of Section 2 (PowerSchool Products Subscription), or Section 3 (Proprietary Rights); (d) information Customer sent, submitted, electronically received, accessed , printed, downloaded, or transmitted through the PowerSchool Product(s); or (e) Customer's gross negligence or willful misconduct provided that Customer will have received from PowerSchool (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense and settlement of such claim; and (iii) all reasonable necessary cooperation of PowerSchool.”

**13. 14.4 Force Majeure**

Section 14.4 is deleted in its entirety and replaced with the following:

“Neither PowerSchool nor the Customer will be deemed in breach of this Agreement for failure in performance resulting from acts beyond its reasonable control, including but not limited to, breach by subcontractors or suppliers, failure of Customer or PowerSchool to provide the other



party promptly and accurate information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, tsunamis, drought, disease, quarantine, or other extraordinary circumstances beyond either Party's control."

**14. 14.5 Severability**

Section 14.5 is deleted in its entirety and replaced with the following:

"If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision must be severed or reformed to be enforceable, and the remaining provisions hereof and thereof will remain in full force. No delay or omission by either Party in the exercise or enforcement of any of its powers or rights hereunder will constitute a waiver of such power or right. A waiver by either party of any provision of this Agreement must be in writing and signed by an authorized representative of the respective Party and will not imply subsequent waiver of that or any other provision."

**15. 14.6 Payments**

The final sentence of section 14.6 is deleted in its entirety and replaced with the following:

"Customer agrees that it will use its best efforts to cooperate with PowerSchool's reasonable requests for documents and will execute and deliver any and all documents in addition to those expressly provided for herein that may be necessary or appropriate to afford PowerSchool the opportunity to adequately provide the PowerSchool Product(s) and Services. Payment terms are defined in the applicable Quote."

**16. 14.7 Time to Bring Action**

Section 14.7 is deleted in its entirety and replaced with the following:

"To the extent allowed under applicable law, neither PowerSchool or Customer may bring an action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen."

**17. 14.9 Assignment**

Section 14.9 is deleted in its entirety and replaced with the following:

"Neither PowerSchool or Customer may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that either party may assign its rights and obligations under this Agreement without the consent of the other party in the event the party hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors, executors, administrators, heirs and permitted assignees"

**18. 14.14 Essential Basis of the Agreement**

Section 14.14 is deleted in its entirety and replaced with the following:

"The parties acknowledge and understand that the disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different."

**19. 14.17 Entire Agreement**

The fifth sentence of section 14.17 is deleted in its entirety and replaced with the following:

"The order of precedence is the executed Quote and any addendum referenced therein, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments."

(signatures on following page)



**POWERSCHOOL GROUP LLC**

**MAKING WAVES ACADEMY**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



150 Parkshore Dr, Folsom, CA 95630  
 Remit Email: elisha.michael@powerschool.com  
 Quote Date: 13-MAY-2021  
 Quote #: Q-448027-2

Prepared By: Elisha Michael  
 Customer Name: Making Waves Academy  
 Contract Term: 12 Months  
 Start Date: 27-JUL-2021  
 End Date: 26-JUL-2022

Customer Contact: Damon Edwards  
 Title: Director of Technology  
 Address: 4123 LAKESIDE DR  
 City: RICHMOND  
 State/Province: California  
 Zip Code: 94806  
 Phone #: (510) 964-2403

Product Description	Quantity	Unit	Extended Price
<b>Initial Term 27-JUL-2021 - 26-JUL-2022</b>			
<b>License and Subscription Fees</b>			
PowerSchool SIS Hosting Test Bed Annual	1,149.00	Students	USD 3,492.96
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 466.69
PowerSchool SIS Subscription	1,149.00	Students	USD 8,801.34
PowerSchool SIS Hosting SSL Certificate	1.00	Each	USD 467.86
PowerSchool SIS Hosting	1,149.00	Students	USD 4,297.26

License and Subscription Totals: **USD 17,526.11**

**Quote Total**

<b>Initial Term</b>	<b>27-JUL-2021 - 26-JUL-2022</b>
<b>Initial Term Total</b>	<b>USD 17,526.11</b>

On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <http://www.powerschool.com/msa/>, as amended by the Addendum to the Main Services Agreement mutually executed by Customer and PowerSchool in June 2021. The Addendum to the Main Services Agreement and the Addendum to PowerSchool Master Services Agreement for Compliance with California Education Code § 49073.1 mutually executed by Customer and PowerSchool in June 2021 are incorporated herein by this reference.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Making Waves Academy

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 13-MAY-2021

Date:

PO Number: \_\_\_\_\_

# Coversheet

## ANet Renewal

**Section:** V. Consent Action Items

**Item:** B. ANet Renewal

**Purpose:** Vote

**Submitted by:** Damon Edwards

**Related Material:**

Making Waves Academy\_2021-2022 Program Agreement\_5.6.21 - Anet (002).pdf

**BACKGROUND:**

Through an integrated system of tools and training, ANet helps schools and districts boost student learning with great teaching that's grounded in learning standards, informed by data, and built on the successful practices of educators around the country.

**RECOMMENDATION:**

Please approve this agreement that has a \$59,720 fiscal impact in the 2021/22 school year.



## Program Agreement

This Program Agreement (this “Agreement”) is between The Achievement Network, LTD., a Massachusetts nonprofit corporation with a principal place of business at 177 Huntington Ave., Suite 1703, PMB 75420, Boston, MA 02115-3153 (“ANet”) and the Partner listed below (“Partner”). Each of ANet and Partner may be referred to herein individually as a “Party” or collectively as the “Parties.” This Agreement includes, collectively, (1) this Cover Sheet, (2) the attached Program Description Page, (3) the attached Partner Data Page, and (4) the attached Standard Terms and Conditions.

<b>Partner: Making Waves Academy Charter</b>
Address: 4123 Lakeside Drive, Richmond, CA 94806
Phone: (510) 262-1511

<b>Invoicing Contact: Damon Edwards</b>	Invoicing Email: dedwards@mwacademy.org
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<b>Effective Date:</b> The earlier of (a) the date this Agreement is last signed below, and (b) the provision of services by ANet to Partner hereunder.	
<b>Program Dates:</b> July 1, 2021 - June 30, 2022	
<b>Fees and Payment Schedule:</b>	
Program Fee:	\$ <u>55,000.00</u>
Assessment Format:	Online Assessments
Online Assessment Fee:	\$ <u>6,720.00</u>
Total Fees:	\$ <u>61,720.00</u>
One-Time ANet Subsidy:	\$ <u>(2,000.00)</u>
<b>Total Payment:</b>	<b>\$ <u>59,720.00</u></b>
<b>Payment Information:</b>	
50% of Fees due by July 1, 2021	\$ <u>29,860.00</u>
Balance of Fees due by September 1, 2021	\$ <u>29,860.00</u>

Each of the Parties has caused this Agreement to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such Party.

**PARTNER**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Program Agreement

**THE ACHIEVEMENT NETWORK, LTD.**

By: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

Program Description Page



**Program Description:** ANet will provide:

### 1. ONLINE PLATFORM

Access for every teacher and administrator to ANet’s online platform myANet, containing

#### a. RESOURCES

- i. Planning – Resources, protocols and templates to facilitate planning, including the ANet Schedule of Assessed Standards, Standards and Objectives Guides aligned to rigorous learning Standards, and example lesson or instructional plans
- ii. Professional Learning materials - sessions, videos, and virtual learning modules that provide guidance on planning from texts and standards and teaching and learning cycle practices
- iii. Platform materials - screencasts and guides to using features found on myANet

#### b. ASSESSMENT MATERIALS

- i. Up to 2 reading fluency diagnostic assessment in ELA for grades 5,6,7,8
- ii. Up to 4 regularly scheduled interim assessments in English Language Arts for grades 5,6,7,8
- iii. Quiz Tool access – Assessment tool for teachers

#### c. REPORTING AND ANALYSIS

- i. Online Reports containing analysis of scheduled interim assessment results (the “Reports”), which include:
  1. Partner student summaries by whole school, class, grade and student level
  2. Item analysis by grade
  3. Partner Network comparisons and out of Network comparisons available through <https://my.achievementnetwork.org>. A “Network” includes all ANet Partner schools assigned to Partner’s Network. “Partner’s Network” includes all schools sharing the same Schedule of Assessed Standards as Partner.

### 2. INTERIM ASSESSMENT LOGISTICS AND SUPPORT

- a. Electronic delivery for all scheduled interim assessment materials and answer sheets
- b. If purchasing paper-based assessments:
  - i. Printing of paper assessments as determined by Partner (additional fees apply)
  - ii. FedEx pick-up at school site for paper assessment answer sheets
  - iii. Scanning and scoring for multiple choice portions of assessment answer sheets
- c. If purchasing online assessments:
  - i. Coordinating set-up for access to online assessments including login-ins
  - ii. Scoring for machine scored portions of assessment
- d. Logistics training for key personnel at school site
- e. Ongoing support via phone, email, and chat

### 3. TRAINING AND COACHING

- a. Partner specific coaching/training sessions (as agreed to between ANet’s coach and Partner)
  - i. 30 coaching interactions
- b. Coaching interaction topics are focused by the Partner’s instructional priorities and practice level and vary depending on Partner needs
- c. The focus of coaching interactions may include but are not limited to any of the following:
  - i. Beginning of Year meetings (late spring/early summer or late summer: set focus and priorities for the year; map out overall approach for coaching interactions
  - ii. Partnership Kick-Off Meeting: orient teachers and leaders around partnership, instructional purpose of assessments, and tools
  - iii. Classroom observations with school leadership
  - iv. Planning Support with leaders/Instructional Leadership Team (based on need)

- v. Data Meeting Support with leaders/ILT (based on need)
- vi. Observations of adapted instruction with school leadership
- vii. Mid-Year and End of Year Meetings to monitor and review progress

#### **4. PARTNER RESPONSIBILITIES**

- a. Partner will work with its information technology team to ensure that emails from 'achievementnetwork.org' are not blocked or filtered as spam.
- b. Partner will provide to ANet within six (6) weeks of the beginning of the applicable school year teacher information for all ANet-involved teachers, including (1) name, (2) grade and subject taught, and (3) email address, updated as necessary to reflect changes in the staffing structure.
- c. Partner will provide to ANet by the end of the applicable calendar year school-level targets for state assessments.

Note: Due to the current pandemic, ANet is able and prepared to provide its services virtually. ANet will take into account CDC guidance, state and local regulations and guidance, Partner's health and safety COVID-19 response plan and its and Partner's internal policies. If the parties agree that on-site work is necessary, ANet will provide its staff with the requisite Personal Protective Equipment ("PPE") prior to commencing on-site work and require its staff to wear such PPE and to follow all applicable Partner health and safety procedures at all times while on Partner's site. ANet reserves the right to discontinue on-site work and perform such services to Partner virtually at any time if ANet determines in good faith that cessation of on-site visits is necessary to protect the health and safety of its personnel.

## Program Agreement

## Partner Data Page

### **Partner Data:**

Partner will provide the following information:

**1. For the year prior to the Program Start Date, and all years during the Program (Optional):** a. *To be*

*provided when available:*

- i. State assessment outcomes (1) by student, including student demographic information, scaled scores, and proficiency levels, and (2) by grade, including number of students at each proficiency band and total number of students tested.

b. *To be provided by the end of the applicable calendar year, or when available:*

- i. School-level demographics, including (1) total enrollment, (2) percentage of students in each race/ethnic category, (3) percentage ELL/FEP/LEP/NEP, (4) percentage special education/students with disabilities, (5) percentage FRL, and (6) Title I status.

**2. For all years during the Program:**

a. *To be provided within six (6) weeks of the beginning of the applicable school year:*

- i. Required Student information, including (1) first name, (2) last name, (3) birthdate or SASID, (4) grade. This information should be updated regularly within the online platform to reflect changes in the student body.
- ii. Required Enrollment information, including (1) class name, (2) subject, (3) teacher first name, (4) teacher last name, (5) teacher email for access to myANet
- iii. Optional Student Information, including (1) race/ethnicity, (2) FRL, ELL/FEP/LEP/NEP, special education status

## Program Agreement

## Standard Terms and Conditions

### BACKGROUND

ANet offers a program consisting of educational services and materials, including an online platform (the “Platform”), curriculum and teaching resources, assessment materials, assessment analysis, training and coaching and network events, as described on the Program Description Page (collectively, the “Program”). Partner desires to use the Program in accordance with the terms and conditions set forth herein.

### 1. THE PROGRAM

1.1 Program: ANet agrees to implement the Program for Partner during the Term. Partner agrees to commit the resources and personnel necessary to fully participate in the Program.

1.2 Use Rights: Subject to the terms of this Agreement and effective as of the Program Start Date (as defined on the Cover Sheet), ANet hereby grants to Partner the following use rights, during the Term:

(a) *Access to the Platform*: a non-exclusive, nontransferable right to access and use the Platform, solely for Partner’s internal education-related purposes in connection with the implementation of the Program.

(b) *Assessment Materials*: a non-exclusive, nontransferable license to use, reproduce and distribute solely to Permitted Users (as defined below) the Assessment Materials (as defined on the Program Description Page) provided to Partner during the Program, solely for Partner’s internal education-related purposes in connection with the implementation of the Program.

(c) *Resources*: a non-exclusive, non-transferable license to use and reproduce in hard copy form the Resources (as defined on the Program Description Page) provided to Partner during the implementation of the Program, solely for Partner’s internal, informational purposes related to Partner’s educational mission.

(d) *Other Downloadable Content*: with respect to such additional content and materials that are owned by or licensed to ANet and made available for download by Partner through proper use of the Platform (collectively, “Additional Content”, and together with the Assessment Materials and Resources, “ANet Content”), a

nonexclusive, non-transferable license to download a copy of any portion of such Additional Content, and use such Additional Content solely for Partner’s internal education related purposes in connection with the implementation of the Program.

1.3 Permitted Users. “Permitted Users” shall mean Partner’s personnel who have a professional need to know or need to access the Platform and ANet Content in connection with the implementation of the Program. ANet will either issue to Partner or authorize a Partner administrator to create and issue to each Permitted User, a user identification number and/or password for access to and use of the Platform. Partner and its Permitted Users are responsible for maintaining the confidentiality of all user identification numbers and/or passwords and for ensuring that each user identification number and/or password is used only by the Permitted User to which it was issued. Partner shall be solely responsible for the Permitted Users’ compliance with this Agreement, and for any and all activities that occur under Partner’s account by Partner personnel. Partner will restrict Permitted Users from sharing passwords. Partner will immediately notify ANet of any unauthorized use of Partner’s account or any user identification number and/or password, or any other breach of security known to Partner. ANet will immediately notify Partner of any unauthorized use of Partner’s account or any user identification number and/or password, or any other breach of security known to ANet. Partner will ensure that it has obtained any and all necessary and appropriate consents from students and parents to (a) provide student personally identifying information to ANet, and (b) establish student accounts and student access to the Platform. ANet will have no liability for any liability arising from Partner’s failure to comply with the terms set forth in this Section.

1.4 Restrictions. The rights and licenses set forth in Section 1.2 are granted subject to the following restrictions: (a) The Platform and ANet Content shall be used or accessed only by Permitted Users;

(b) Results of the Assessment Materials may not be used for the purposes of evaluating or determining the employment status of personnel of Partner;

(c) Partner shall not, directly or indirectly, and Partner shall not encourage or assist, or knowingly permit any User to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code or source code of the Platform; (ii) modify, translate, or create derivative works based on any element of the Program or the Platform; (iii) license, sublicense, sell, resell, rent, lease, distribute, assign, or transfer its rights to use the Platform or any elements of the Program, or otherwise commercially exploit or make available to any third party any portion of the Platform or Program; (iv) use the Program for timesharing purposes, to process data on behalf of third parties, or otherwise for the benefit of any person or entity other than for the benefit of Partner and Permitted Users at Partner's facility; (v) remove any proprietary notices from any materials furnished or made available to Partner; (vi) publish any evaluation of the Platform without ANet's prior written consent; (vii) use the Platform for any purpose other than its intended purpose; (viii) use or access the Platform for the benefit of any facility or location other than the Partner's primary facility; (ix) circumvent or otherwise interfere with any user authentication or security of the Platform, or disrupt the integrity or performance of the Platform; (x) attempt to gain unauthorized access to the Platform or its related systems or networks or any ANet Content; or (xi) use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortuous content or material, or to store or transmit content or material in violation of any rights of any third party.

1.5 Ownership; Reservation of Rights. Subject only to the rights expressly granted to Partner under this Agreement, as between ANet and Partner, all rights, title and interest in and to the Platform and the ANet Content, and any other ANet materials furnished or made available hereunder, and all modifications and enhancements thereof, including all copyright rights, patent rights and other intellectual property rights in each of the foregoing, will remain with and belong exclusively to ANet or ANet's licensors and providers, as applicable.

1.6 Feedback. The Parties acknowledge that Partner or Permitted Users may, from time to time, provide to ANet ideas, feedback and suggestions about the Platform (collectively, "Feedback"). ANet and its licensors and providers shall be free to use such Feedback as they see fit without obligation of any kind to Partner.

## 2. PARTNER MATERIALS; PARTNER DATA; PARTNER GENERATED CONTENT

2.1 Partner Materials and Partner Data. "Partner Materials" means any and all information or materials provided to ANet by Partner and its employees in connection with the implementation of the Program, including, without limitation, the Partner Data and student performance results on the scheduled interim assessments (as defined on the Partner Data Page).

2.2 Provision of Partner Materials. Partner agrees to provide ANet with all Partner Materials necessary for ANet to implement the Program, including without limitation the Partner Data. Such Partner Materials shall be provided promptly when requested or otherwise agreed by the Parties, provided that the Partner Data shall be provided in accordance with the timing set forth on the Partner Data Page. Partner acknowledges that timely provision of such Partner Materials is essential to the success of the Program.

Partner represents to ANet that it has all necessary rights to provide such Partner Materials (including the Partner Data) to ANet.

2.3 Access to Partner Data Through State and Other Agencies. Partner agrees to allow relevant agencies, including but not limited to the state education agency or local education agency to directly release registration, demographic and performance data for Partner to ANet as permitted by applicable law.

2.4 License to Partner Materials. Subject to the terms and conditions of this Agreement, Partner hereby grants to ANet a worldwide, non-exclusive, revocable, assignable, royalty free, license to use, reproduce, distribute, display and create derivative works of Partner Materials in connection with the implementation of the Program, but no personally identifiable information shall be included in any derivative work other than derivative works that are solely used by ANet pursuant to Section 2.7 .

2.5 Reports. Partner acknowledges and agrees that Partner Data, and the student performance on the scheduled interim assessments at the grade, school and organizational level, may be disclosed, published, distributed and otherwise used by ANet in Reports (as defined on the Program Description Page) provided to Partner. Such Reports and the disclosure thereof shall comply at all times with Section 5 of this Agreement, as well as with the Family Educational Rights and Privacy Act of 1974 ("FERPA") and applicable state and federal laws and regulations



2.6 Aggregate Data. During or following the Term, ANet and its subcontractors shall have the right to disclose, distribute and use any Partner Materials and any other information input into the Platform (“Input Data”) that does not identify any such data as being related to any specific Partner student or teacher (“Aggregated Data”), as part of an aggregate, de-identified set of data. Partner acknowledges that ANet and its subcontractors may (a) compile Aggregated Data based on Partner Materials and Input Data, and (b) distribute such Aggregated Data to third parties consistent with Section 2.7.

2.7 Use of Partner Materials. Except as otherwise set forth in this Agreement, ANet shall not use, disclose or distribute to third parties Partner Materials other than (a) as part of Aggregated Data pursuant to Section 2.6, (b) to its subcontractors who require such information in connection with the implementation of the Program under the terms of this Agreement, provided that such subcontractors shall not disclose the Partner Materials or information contained therein to any other party without Partner’s prior written consent, (c) to third parties for research and evaluation purposes on behalf of ANet, provided that such third parties shall not disclose any of Partner’s personally identifiable student or employee information to any other party without Partner’s prior written consent, or (d) for its own internal professional development or evaluative purposes to help improve ANet products and services, provided that ANet shall not disclose the Partner Materials or information contained therein to any other party without Partner’s prior written consent except as provided in this Section or in Section 2.6. For clarity, the results of any research described in the foregoing clause (c) may be disclosed, published, distributed and otherwise used by ANet without restriction, provided that Partner Materials are not revealed in such disclosure, publication, distribution or use other than as part of Aggregated Data. Partner hereby grants to ANet and its subcontractors a non-exclusive, revocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Partner Materials and Input Data in connection with the uses described in the foregoing clauses (a)-(d).

## 2.8 Partner Generated Content.

(a) Partner is solely responsible for all “Partner Generated Content” (defined below) and Users use of the Partner Generated Content. ANet does not guarantee the accuracy, integrity or quality of Partner Generated Content. ANet obtains no ownership or control rights to Partner Generated Content. By using ANet’s services, Partner approves of ANet’s right to access, retain, use and disclose Partner Content solely for the purpose of providing Services hereunder.

(b) Partner represents and warrants that it has all necessary rights and authority in the Partner Generated Content to permit ANet to display such content on the Platform without infringing the rights of any copyright owners, violating any applicable laws or violating the terms of any license or agreement to which it is bound.

(c) During the Term, Partner permits ANet the right to publicly perform, publicly display and digitally perform the Partner Generated Content only on or in conjunction with the use and hosting of the Platform in accordance with the terms of this Agreement. Partner grants no rights other than expressly granted herein, and ANet will not exceed the scope of its license hereunder.

(d) “Partner Generated Content” means any Quiz Tool items or other third party content, tools or resources imported or posted by Partner to the Platform.

2.9 Student Records. With respect to any access by ANet to any “Education Records” (as such term is defined in FERPA) held by Partner under or in connection with this Agreement, ANet shall be acting as a legal agent and shall be deemed to be a “school official” (as such term is defined under FERPA) of Partner. As between the Parties, any Education Records protected by FERPA submitted to ANet by Partner in connection with this Agreement shall be deemed the Confidential Information of Partner subject to Section 5 and under the ownership and direct control of Partner. ANet agrees not to disclose any FERPA protected Education Record to any third party except as required by FERPA or as authorized or permitted by Partner in writing or in accordance with this Agreement. ANet will implement or cause to be implemented technical and administrative security measures to protect the confidentiality, integrity and security of the Education Records in compliance with all applicable laws as further detailed in Section 2.10 below.

2.10 Data Security. ANet certifies that it and, after reasonable investigation, diligence and inquiry, its vendors, consultants, contractors and other parties engaged by ANet in contact with Partner Materials have established, implemented, and will maintain comprehensive information security programs detailing administrative, technical, and physical safeguards designed to ensure the security and confidentiality of Partner Materials, protect against anticipated threats or hazards to the security and integrity of Partner Materials, protect against unauthorized access to or use of Partner Materials, and provide for the proper disposal of Partner Materials, all as required by applicable law and this Agreement. During the Term, Partner reserves the right to assess ANet’s controls and security practices to ensure compliance with these requirements one time per calendar



year, upon 14 business days' advance notice to ANet and during ANet's normal business hours. All costs incurred by Partner for such assessments shall be at Partner's expense.

### 3. FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. All payments for fees as set forth on the Cover Sheet shall be made by Partner or, if applicable and as set forth on the Cover Sheet, by a sponsoring entity on behalf of Partner, to ANet in accordance with the payment schedule set forth on the Cover Sheet. Payments are non-refundable and cannot be pro-rated. ANet reserves the right to terminate services related to the Program and this Agreement if any payment is more than thirty (30) days past due.

3.2 Printing. Partner is responsible for all printing and printing costs associated with duplicating the Assessment Materials prior to the administration of each assessment, as set forth on the cover sheet.

### 4. TERM, TERMINATION

4.1 Term. Unless earlier terminated as described below, the term of the Agreement shall commence on the Effective Date and continue for the period set forth on the Cover Sheet (the "Term").

4.2 Termination. Each Party may terminate this Agreement upon written notice in the event the other Party commits any material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach.

#### 4.3 Obligations on Termination.

(a) Upon the expiration or termination of this Agreement, Partner shall (a) cease using the Platform and all ANet Content, and (b) promptly return to ANet or, at ANet's option, destroy, all copies of any ANet Content in Partner's possession or control.

(b) During the 30 days following termination or expiration of this Agreement, ANet will not erase any Partner Generated Content and Partner may retrieve Partner Generated Content from the Platform without assistance from ANet. ANet will subsequently destroy or fully return to Partner all Partner Materials in its possession following receipt Partner's written request.

4.4 Survival. The following Sections shall survive any expiration or termination of this Agreement: Sections 1.5, 1.6, 2.4, 2.5, 2.6, 2.7, 2.8, 2.10, 3, 4.3, 4.4, 5, 6, 7, 8, 9, 10, 11 and

### 5. CONFIDENTIALITY

#### 5.1 Confidential Information.

(a) *Definition*: "Confidential Information" means any and all information or data, regardless of whether it is in tangible form, disclosed orally or in writing, by either Party (the "Disclosing Party") to the other Party (the "Receiving Party"), (a) that the Disclosing Party has identified as confidential or proprietary (either orally or in writing), or (b) such information which is reasonably understood by a reasonable person to be confidential or proprietary information of the Disclosing Party; provided, however, that in any event ANet's Confidential Information shall include (i) all information relating to the Program, including without limitation the ANet Content and the Platform, (ii) the terms of this Agreement, including without limitation pricing information, and (iii) Education Records of Partner's students.

(b) *Exclusions*: Information and data will not be deemed "Confidential Information" if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

(c) *Obligations*: The Parties shall use reasonable measures to protect the secrecy of, avoid disclosure and unauthorized use or reproduction of the other Party's Confidential Information. Without restricting or otherwise limiting the exercise by a Party of the rights and licenses expressly granted to it under this Agreement, Confidential Information may be disclosed to only (1) such employees and consultants of the Parties as may have a need to know such information in connection with the exercise of its rights and performance of its obligations under this Agreement, and (2) legal or financial advisors of the Parties, provided that such employees and consultants are bound by written agreements, which shall include a provision prohibiting the re-disclosure of the Confidential Information if required under FERPA, and advisors are bound by ethical duties, in each case respecting such Confidential



Information in accordance with the terms of this Section 5.1.

**6. REPRESENTATIONS, WARRANTIES AND EXCLUSIONS**

**6.1 Representations and Warranties.** ANet represents and warrants to Partner that ANet shall provide the Program in all material respects as described in the in this Agreement and shall implement the Program in a professional and workmanlike manner and in accordance with generally accepted industry practices and applicable state and federal laws and regulations. Each Party represents and warrants to the other Party that such Party has the required rights, power and authority to enter into this Agreement and to grant all rights, authority and licenses granted hereunder.

**6.2 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PROGRAM (INCLUDING WITHOUT LIMITATION THE PLATFORM AND ANET CONTENT) IS PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND AND ANET DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. PARTNER ACKNOWLEDGES THAT ANET DOES NOT WARRANT THAT THE PROGRAM (INCLUDING WITHOUT LIMITATION THE PLATFORM) WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES, OR THAT THE PROGRAM WILL MEET PARTNER’S REQUIREMENTS.

**7. INDEMNIFICATION**

**7.1 Indemnification by ANet.** ANet shall defend, indemnify and hold harmless Partner, its Board, directors, officers, employees or agents at its expense from and against any claim, action, suit or proceeding (each, a “Claim”) brought against Partner, its Board, directors, officers, employees or agents by any third party to the extent such Claim arises from or is related to a breach of this Agreement or violation of applicable California or federal law or regulation by ANet or any of its employees or agents, and ANet shall pay all costs including reasonable attorneys’ fees and costs, damages, penalties, fines, judgments, awards, liabilities, expenses and damages (“Losses”) arising from or incurred by Partner, its Board, directors, officers, employees or agents as a result of any such Claim. If Partner’s proper use of the Platform or any ANet Content in accordance with the terms of this Agreement constitutes or in ANet’s opinion might be held to constitute infringement as set forth above, ANet may, at its option, (a) modify the Platform or ANet Content, as applicable, so as to avoid infringement or misappropriation; (b) procure the right for Partner to continue to use the Platform or ANet Content, as applicable; or (c) terminate the Agreement and provide to

Partner a refund of the prorated fees. The foregoing indemnity shall not apply to any Claim solely based upon or arising from the negligence or willful misconduct of Partner or its agents or employees.

**7.2 Indemnification by Partner.** Partner shall defend, indemnify and hold harmless ANet, its Board, directors, officers, employees or agents at its expense from and against any Claim brought against ANet, its Board, directors, officers, employees or agents by any third party to the extent such Claim arises from or is related to a breach of this Agreement or violation of applicable California or federal law or regulation by Partner or any of its employees or agents, and Partner shall pay all Losses arising from or incurred by ANet, its Board, directors, officers, employees or agents as a result of any such Claim. The foregoing indemnity shall not apply to any Claim solely based upon or arising from the negligence or willful misconduct of ANet or its agents or employees.

**7.3 Additional Terms.** The foregoing obligations in this Section 7 are subject to the Party that is seeking indemnification (a) promptly notifying the other Party in writing of such Claim; (b) promptly giving the other Party the right to control and direct the investigation, preparation, defense and settlement of such Claim; and (c) giving reasonable assistance and cooperation as necessary for the defense of same at the indemnifying party's expense. The indemnifying party will not be responsible for any settlement made by the party seeking indemnity without the indemnifying party's written consent, which will not be unreasonably withheld or delayed, nor will the indemnifying party settle any claim under this Section 7 without first obtaining the written consent of the party seeking indemnity, which will not be unreasonably withheld or delayed.

**8. LIMITATION OF LIABILITY**

EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, A PARTY SHALL NOT BE LIABLE FOR ANY DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE FEES PAID OR PROPERLY PAYABLE BY PARTNER UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTHS PRECEDING THE TIME OF ANY CLAIM.





9. **(RESERVED)**

10. **PUBLICITY**

10.1 ANet shall be entitled to (a) identify Partner as a customer of ANet in any marketing, promotional or sales literature, or in any other form of publicity, and (B) publicize, by news release or other public announcements, the existence of an arrangement between the Parties.

10.2 Partner hereby grants permission to take photographic, audio and video recordings of Partner employees, contractors and consultants during sessions with Partner and Partner and Network events after obtaining Partner's and such employees', contractors' and consultants' written consent in advance. ANet will use such photographic, audio and video recordings only for the purposes of education, professional learning, advertising, promotion, marketing, and/or public relations.

11. **DISPUTES**

Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled as follows: a representative of the senior management of each Party shall meet to attempt to resolve such disputes. If a dispute cannot be resolved within ten (10) business days, either Party may make a written demand for mediation. Within thirty (30) days after such written notification, the Parties shall meet for one (1) day with an impartial mediator. The costs and expenses of the mediator shall be shared equally by the Parties. If the dispute is not resolved by mediation, the dispute shall be settled by binding arbitration conducted in accordance with the JAMS procedures pursuant to its Streamlined Arbitration Rules and Procedure, by a single arbitrator, in Contra Costa County, California. The arbitrator shall be selected as provided in the Streamlined Arbitration Rules and Procedure. The arbitrator may not award non-monetary or equitable relief of any sort. The arbitrator shall have no power to award damages inconsistent with this Agreement. No discovery shall be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the Party seeking discovery. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a Party shall give written notice to all other parties and shall afford such parties a reasonable opportunity to protect their interests. The result of the arbitration shall bind the Parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction. Each Party shall bear

its own costs of the arbitration. The fees and expenses of the arbitrator shall be shared equally by the Parties.

12. **GENERAL**

12.1 Relationship. Nothing in this Agreement shall be construed to place the Parties in an agency, employment, franchise, joint venture, or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner.

12.2 Governing Law, Jurisdiction. All disputes, claims or controversies arising out of this Agreement, or the negotiation, validity or performance of this Agreement, or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of California without regard to its rules of conflict of laws. Subject to and without limiting Section 11 of this Agreement, each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of California and of the United States of America located in the California for any litigation among the Parties hereto arising out of or relating to this Agreement pursuant to Section 12.9.

12.3 No Assignment. Neither Party may assign this Agreement, in whole or in part, or, in the case of Partner, sublicense any of the rights granted herein, in each case without the prior written consent of the other Party, provided, however, that either Party (the "Assigning Party") may assign this Agreement without the written consent of other Party to an entity succeeding to all or substantially all the assets and business of the Assigning Party by merger or purchase, provided that such entity expressly assumes all of the terms and conditions of this Agreement. Any attempted assignment, delegation or transfer by an Assigning Party in violation hereof shall be null and void. Subject to the foregoing, this Agreement shall be binding on the Parties and their successors and assigns. For clarity, ANet may subcontract any of its obligations hereunder to a third party.

12.4 Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed (and all other provisions) will continue in effect, to the extent consistent with the intent of the Parties as of the Effective Date.

12.5 Force Majeure. ANet shall not be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including, without limitation, earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially



declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree. If ANet is not able to perform under this Agreement due to force majeure, Partner will be released from its obligation to pay any costs/charges under this Agreement until such time as ANet is able to recommence performance again, and Partner shall be entitled to a proportional refund of any costs/charges under this Agreement for the period of ANet's nonperformance due to force majeure.

12.6 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representative of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

12.7 Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (i) delivered personally; (ii) sent by confirmed telecopy or other electronic means; (iii) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All communications will be sent to the addresses set forth on the Cover Sheet or such other addresses designated pursuant to this Section 12.7.

12.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations.

12.9 Remedies. Each Party retains all rights not expressly granted hereunder and any and all remedies herein expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy available under this Agreement or otherwise. Because a breach of any obligations set forth in Sections 5 (Confidentiality), 1.5 (Ownership) and 9 (Non-Solicitation) will irreparably harm a party and substantially diminish the value of a Party's proprietary rights or its Confidential Information, the Parties agree that if either Party believes in good faith that

the other Party has or intends to breach any of its obligations thereunder, the other Party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights hereunder, including without limitation protection of its proprietary rights. The Parties agree that a Party need not invoke the procedures set forth in Section 11 in order to seek injunctive or declaratory relief.

12.10 Insurance. Without in anyway limiting ANet's liability pursuant to the Agreement, ANet will maintain policies of workers compensation, automobile liability, general liability, professional liability and errors and omissions applying to the services provided by ANet to Partner for the entire duration of the Term. If any policies are written on a claims-made form, ANet agrees to maintain such coverage continuously throughout the Term and, without lapse, for a period of at least one year beyond the expiration of the Term, such that should occurrences during the Term give rise to claims made after expiration of the Term, such claims shall be covered. ANet's workers compensation insurance policy as required by this Agreement shall meet the minimum legal requirements and include employer's liability insurance in the amount \$1,00,000 per accident for bodily injury and disease. Such insurance (other than workers' compensation) shall have a minimum combined single limit of liability of no less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of at least two million dollars (\$2,000,000). Such insurance shall be issued by an insurance company or companies authorized to engage in such insurance business in the State of California and rated not less than A-VIII in Best's Insurance Guide. In addition, ANet shall maintain a policy of cyber liability coverage, with a minimum combined single limit of liability of no less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of at least two million dollars (\$2,000,000). ANet shall provide thirty (30) days advance written notice to Partner of cancellation, non-renewal or reduction in coverage. General Liability and Business Automobile Liability policies must provide the following: (1) name as Additional Insured Making Waves Academy, its Board, officers, authorized volunteers, agents, and employees and the Contra Costa County Office of Education; and (2) that such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of these Terms and that such policies apply separately to each insured against who claim is made or suit is brought. Before any payment is due to ANet by Partner, ANet must provide Partner with the certificates of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) as applicable, evidencing all coverages set forth above and shall furnish complete copies of policies

promptly upon Partner's request. ANet also understands and agrees that Partner may withhold payment for services or products for any violation of or noncompliance with these insurance obligations.

12.11 Education Code Section 49073.1. ANet will not use any information in an Education Record for any purpose other than those required or specifically permitted by this Agreement. ANet will not use personally identifiable information in an Education Record to engage in targeted advertising. Students may retain possession and control of their own student-generated content and transfer student-generated content to a personal account, to the extent consistent with the functionality of the Platform, by submitting a written request to Partner. After receiving written authorization from Partner, ANet will provide the option to transfer student account data into a family account (to be paid for by the student or parent/guardian separately). A parent, legal guardian, or eligible student may review personally identifiable information in the student's records and correct erroneous information by notifying the Partner in writing. Upon Partner's written request to ANet, ANet will work with Partner to correct any erroneous student information and provide such information to Partner via the Platform and Partner will make such information available to the parent, legal guardian or eligible student for review. ANet will, within thirty (30) days of receipt of a written request from Partner, provide written notice that student personally identifiable records have been destroyed and/or deidentified. This provision shall survive termination of the Agreement.

# Coversheet

## Instructure Renewal

**Section:** V. Consent Action Items  
**Item:** C. Instructure Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** Making\_Waves\_Academy\_Order\_Form.pdf

**BACKGROUND:**

MWA utilizes a Learning Management System (LMS) made by Instructure called Canvas. An LMS is online platform for the administration, documentation, tracking, reporting, automation and delivery of educational courses, and digital curriculum resources.

**RECOMMENDATION:**

Please approve this agreement that has a \$16,966 fiscal impact in the 2021/22 school year.



## Services Order Form

Order #: Q-173279-3  
 Date: 2021-05-21  
 Offer Valid Through: 2021-06-01

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

### Order Form For Making Waves Academy

Address: 4123 Lakeside Drive  
 City: Richmond  
 State/Province: California  
 Zip/Postal Code: 94806  
 Country: United States

#### Order Information

Billing Frequency: Annual Upfront  
 Payment Terms: Net 30

#### Billing Contact

Name: Vi Cung  
 Email: [accountspayable@mwacademy.org](mailto:accountspayable@mwacademy.org)  
 Phone: 510-262-1511

#### Primary Contact

Name: Damon Edwards  
 Email: [dedwards@mwacademy.org](mailto:dedwards@mwacademy.org)  
 Phone: (510) 333-5830

#### Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2021-07-01	2022-06-30	User	1,300	USD 8.82	USD 11,466.00
24x7 Tier 1 Support (Faculty Only)	2021-07-01	2022-06-30	30% of Subscription (Minimums Apply)	1	USD 3,500.00	USD 3,500.00
Custom Development (Recurring)	2021-07-01	2022-06-30	Per Year	1	USD 2,000.00	USD 2,000.00
Recurring Sub-Total						USD 16,966.00
Year 1 Total						USD 16,966.00
<b>Grand Total:</b>						USD 16,966.00

Deliverable	Description	Expiration
Canvas Cloud Subscription	<p>User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.</p> <p>In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A
24x7 Tier 1 Support (Faculty Only)	24x7 Tier 1 support (faculty only) per year (30% of subscription - min \$3500)	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

**Metrics and Descriptions:**

**User:** User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:  
 Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>  
 Portfolium: <https://portfolium.com/support-terms>  
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Notes**  
 "The Addendum to the Instructure Terms and Conditions" attached to the Services Order Form dated 6/18/20 is hereby incorporated by reference in this Order Form.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form?  Please Enter (Yes or No): _____ If yes, please enter PO Number: _____	Check here if your company is exempt from US state sales tax : _____  <i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

By executing this Order Form, each party agrees to be legally bound by this Order Form and the applicable terms and conditions.

**Making Waves Academy**

Signature:	_____
Name:	Damon Edwards
Title:	Managing Director of IT
Date:	_____

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

In Process

# Coversheet

## Securly Renewal

**Section:** V. Consent Action Items  
**Item:** D. Securly Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** Inv. 44215 5-12-21.pdf

**BACKGROUND:**

Securly is a cloud based web filtering system for Chromebooks that works when students are on or off campus. It helps to keep schools CIPA compliant, enhances safety on social media/search engines, maintains an age-appropriate internet content, and alerts schools to online bullying and self-harm incidents.

**RECOMMENDATION:**

Please approve this agreement that has a \$7,230.52 fiscal impact in the 2021/22 school year.



REMIT PAYMENT TO:



# TREBRON

COMPANY INC.

5506 35TH AVE N.E. SEATTLE, WA 98105  
 PH. (206) 527-3477 FAX (206) 527-4288

# Invoice

DATE	INVOICE #
7/1/2021	44215

BILL TO:

Making Waves Academy  
 4123 Lakeside Drive  
 Richmond, CA 94806  
 Attn: Accounts Payable

SHIP TO:

Making Waves Academy  
 3220 Blume Drive STE 250  
 Richmond, CA 94806

P.O. NO.	TERMS	DUE DATE	REP
Alton Nelson Jr.	Net 30	7/31/2021	EP

QTY.	ITEM CODE	DESCRIPTION	RATE	AMOUNT
1	SECURLY PP	THIRD AND FINAL PAYMENT  SECURLY ANYWHERE FILTERING - 1,110 USERS SECURLY 24 - 1,110 USERS - 3 YEARS (6/19/19 - 6/18/22)  Per the signed Purchase Agreement between Trebron Company, Inc. (Seller) and Making Waves Academy (Buyer), executed 6/19/19, Buyer has agreed to purchase the product indicated on this invoice for a sum of \$21,691.56 to be made in 3 annual installments as follows. Price does not include freight charges or sales tax if applicable.  Payment Schedule: Payment 1 Due July 2019 \$7,230.52 Payment 2 Due July 2020 \$7,230.52 Payment 3 Due July 2021 \$7,230.52  Out-of-state sale, exempt from sales tax	7,230.52	7,230.52T
			0.00%	0.00
* Please note finance charges will apply if invoice is not paid within 30 days of due date.			TOTAL	\$7,230.52

# Coversheet

## Renaissance Place / Schoolzilla and Accelerated Reader

**Section:** V. Consent Action Items  
**Item:** E. Renaissance Place / Schoolzilla and Accelerated Reader  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** Q2542682\_ModifiedTerms.pdf

### BACKGROUND:

Accelerated Reader and Schoolzilla are products made by Renaissance. Accelerated Reader is a web-based platform for K-12 schools for monitoring the practice of reading. Schoolzilla is a web based data warehouse platform that pulls in data from various sources and provides real-time dashboards and analyses to our school leaders and staff.

### RECOMMENDATION:

Please approve this agreement that has a \$28,315.08 fiscal impact in the 2021/22 school year.

# RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
 Phone: (800) 338-4204 | Fax: (877) 280-7642  
 Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

## Subscription Renewal

Quote #: RPRNQ2542682

**Making Waves Academy - 2906698**  
 4123 Lakeside Dr  
 San Pablo, CA 94806-1942  
 Contact: Damon Edwards - (510) 262-1511  
 Email: dedwards@mwacademy.org

Reference ID: 473919  
 Subscription Ends: 6/30/2021

### Quote Summary

School Count: 1

Renaissance Products & Services Total	\$28,720.70
Applied Discounts	\$(405.62)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$28,315.08</b>

**This quote includes: Renaissance Accelerated Reader, Renaissance Star Reading and Schoolzilla.**

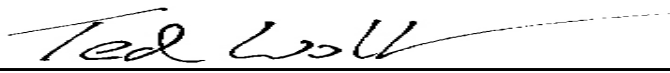
To receive applicable discounts, all orders included on this quote must be received at the same time.

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein.

To accept this offer and place an order, [please sign and return this Quote.](#)

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [  ]

Renaissance Learning, Inc.	Making Waves Academy - 2906698
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 03/23/2021	Date:
	Invoice Date:

Email: [electronicorders@renaissance.com](mailto:electronicorders@renaissance.com)

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

**If changes are necessary, or additional information is required, please contact your account executive at (800) 338-4204, Thank You.**

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

# RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
Phone: (800) 338-4204 | Fax: (877) 280-7642  
Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

## Subscription Renewal

Quote #: RPRNQ2542682

This quote is valid until 07/30/2021. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax (TPT). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

# RENAISSANCE®

PO Box 8036, Wisconsin Rapids, WI 54495-8036  
 Phone: (800) 338-4204 | Fax: (877) 280-7642  
 Federal I.D. 39-1559474  
[www.renaissance.com](http://www.renaissance.com)

## Subscription Renewal

Quote #: RPRNQ2542682

Quote Details					
Making Waves Academy - 2906698					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
<b>Applications</b>					
Accelerated Reader Subscription Renewal	07/01/2021 - 06/30/2022	1,086	\$7.35	\$(239.46)	\$7,742.64
Star Reading Subscription Renewal	07/01/2021 - 06/30/2022	1,086	\$5.10	\$(166.16)	\$5,372.44
Schoolzilla Enterprise	07/01/2021 - 06/30/2022	1,000	\$10.00	\$0.00	\$10,000.00
<b>Platform Services</b>					
Annual All Product Renaissance Platform Renewal	07/01/2021 - 06/30/2022	1	\$750.00	\$0.00	\$750.00
<b>Data Integration Services</b>					
Custom Data Integration Level 5 (0 - 1,500 Subscriptions) - Renewal	07/01/2021 - 06/30/2022	1	\$2,500.00	\$0.00	\$2,500.00
<b>Professional Services</b>					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Schoolzilla Renewal Services	07/01/2021 - 06/30/2022	1	\$1,950.00	\$0.00	\$1,950.00
<b>Making Waves Academy Total</b>				<b>\$(405.62)</b>	<b>\$28,315.08</b>

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All logos, designs, and brand names for Renaissance's products and services, including but not limited to Accelerated Reader, Freckle, myIGDIs, myON, myON News, Renaissance-U, Renaissance Place, Schoolzilla, Smart Start, Star Assessments, Star Custom, Star Early Literacy, Star Math, Star Reading, Star CBM, and Renaissance, are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States. All other product and company names should be considered the property of their respective companies and organizations.

# RENAISSANCE<sup>®</sup>

## Terms of Service and License Renaissance Learning, Inc.

These Terms of Services and License (“Terms”) govern Your access to and use of the Products. The exact Products are described in Your Quote, which is also a part of these Terms.

**1. Definitions.** Capitalized words have special meaning and are defined below.

### 2. License to Products

2.1 We grant You a license to access and use the Products, if You agree to these Terms. Some Products such as Star Reading, myIGDIs and Accelerated Reader must be used in Your buildings (“In-School Products”). Other Products such as Freckle and myON Reader may be used outside of school (“Anywhere Products”).

2.2 We will also host the Products (“Hosting Services”), which You may access via the Internet.

### 2.3 Who May Use the Products and Where.

- a. In-School Products. Your students, including Homebound Students, faculty and staff may use the Products with assessment tools in Your buildings, unless we agree in advance that In-School Products may be used in other locations.
- b. Anywhere Products. Your students, faculty and staff may use Content Products anywhere that they may access them.
- c. SmartStart. You will have access to Renaissance SmartStart, a free on-demand, in-product training program that includes resources to help Your faculty and staff use Your Products.
- d. Access. Your access starts on the date shown in Your Quote. Access will be for all the Products in Your Quote and will run through the end of the Term. Because we need to protect ourselves (and You), we may temporarily stop Your access due to a threat from a hacker, virus or other cyber-attack. We will make reasonable efforts to promptly protect and/or repair the Products and restore your access to the Products after such threats or attacks.
- e. Student Capacity. The maximum number of Your students authorized to use the Products during the Subscription Period is identified in Your Quote. You may increase that number, during the Subscription Period, provided we agree to do so in writing.

### 2.4 Account Set Up.

- a. We will create Your administrator account and give You access, along with Your identification number, password, encryption key, and any other access codes. You should safeguard this information.
- b. We will also help You load Your Data. You remain responsible for creating user names and passwords for Your students, faculty and staff. You agree not to transfer or sell this login information to anyone other than the intended user at Your institution.

2.5 Your Hardware, Other Software and Services. Our Products should work well with most of Your hardware, and other software and services that You use (“ThirdParty Services”). We work with You to try and configure

Your Products to work with Third-Party Services, but we cannot guarantee that Third-Party Services will operate correctly or that the Third-Party Services will be available during Your Term.

2.6 Maintenance. We may need to update Your Products to maintain their performance. These Terms apply.

### 3. Professional Services

3.1 Professional Services. If identified in Your Quote, Renaissance-provided Professional Services will be governed by these Terms, including **Exhibit B**.

3.2 Deliverables and Ownership. We own all Deliverables created as part of Renaissance-provided Professional Services. However, You may use all Deliverables during Your Subscription Period; Your use is non-transferable, non-sublicensable and non-exclusive.

**4. Fees.** You agree to pay us the amount in the Quote (“Fees”) within 30 days of our invoice unless we agree in advance on alternate payment terms. Amounts not paid within that time (and, not subject to a good faith dispute), bear interest from the time payment was due until the time paid, at the higher rate of (a) 1% per month compounded monthly, or (b) the highest rate allowed by law in Your state. You also agree that no terms or conditions in Your purchase order (or other order documentation) form override these Terms. If You do not pay Your Fees, You are materially breaching these Terms and Your access to the Products will end.

### 5. Term; Termination; Effect of Termination

5.1 Term. These Terms start on the first date written in Your Quote and continue until the end of Your Subscription Period (the “Term”).

### 5.2 Termination.

- a. For Convenience. You may terminate in the first 60 days of the Term by notifying us in writing. We will refund Your Fees other than those for Professional Services.
- b. For Breach. A party that receives written notice of a material breach has 30 days to cure the breach. If the breach is not cured, the notifying party may terminate these Terms by giving written notice. We will refund Your Fees on a prorated basis through the end of Your Term.

- c. For Bankruptcy. Either party may terminate these Terms immediately upon the other party's filing of an application for bankruptcy, whether voluntary or involuntary.

### 5.3 Effect of Expiration or Termination: Survival.

- a. Access. Once Your Subscription Period is over, your access to Your Products will terminate, unless we have agreed in advance to continue our relationship.
- b. Survival. Some provisions in these Terms naturally survive termination in Your jurisdiction. You agree that Sections 5.3, 6-10 and 12 survive termination.

## 6. **Intellectual Property Rights; Ownership**

6.1 As part of Your Subscription, You are authorized to use our trademarks, copyrights and patents. You own and control Your Data, and as part of Your Subscription, You grant us a non-exclusive, royalty free, worldwide license to use, store, edit, re-format Your Data in order for the Products to function.

6.2 To avoid any doubt, we are not expressly or implicitly granting you any other rights, license, release, covenant or immunities, including by estoppel, to the Products.

7. **Confidentiality**. You and Renaissance agree to take reasonable steps to keep each other's Confidential Information secret and not to disclose it to, or allow it to be used by, anyone who does not work for one of us. You also agree to treat our Confidential Information as if it was Yours; and, we will treat Your Confidential Information as if it was ours.

## 8. **Data Protection and Security.**

- 8.1 Data You Need to Avoid. Your Products are not meant for data not related to academics and assessments.

Accordingly, You agree that You will not provide to us any social security numbers, financial account numbers, protected health information, driver's license information, passport or visa number, or credit card information.

- 8.2 Data Protection. Data security and privacy of Your Data is important to us and is governed by the provisions here <https://doc.renlearn.com/KMNet/R62068.pdf>, or as Renaissance and You may agree separately, as required by law, or as set forth in the applicable Privacy Notice. We may need to access Your account and any data contained within that account in the event You submit a support request. Any such access will be governed by the Privacy Notice.

## 9. **Indemnification**

9.1 Renaissance Indemnification. We agree to indemnify You against any Action alleging that Your use of the Products infringes a United States copyright, trademark, or patent. You agree that our indemnification will be limited to paying the amount stated in a final nonappealable judgement or a mutually acceptable settlement agreement. You also agree that we are not responsible

for any Action against You solely arising from: (i) unauthorized modification of Products by, or directed by, You; (ii) Your continued alleged infringement after being notified; (iii) any third-party software or services; or, (iv) Your use of the Products in violation of these Terms. If the Products are enjoined from use, in a final non-appealable decision, we may, at our sole expense and option: (i) negotiate a license for Your continued use of the Products; (ii) replace or modify the Products with non-infringing Products; or, (iii) terminate Your access to the Products without any liability to You, subject to Your right to terminate. We also reserve the right to modify the Products to avoid potential infringement.

We agree to defend, indemnify, and hold Making Waves Academy, its Board, officers, directors, employees, contractors and agents harmless from and against any Loss resulting from any Action arising from or related to Renaissance's breach or violation of these Terms, its Privacy Notice, Data Protection Addendum or applicable California or federal law or regulation.

9.2 Your Indemnification. Making Waves Academy agrees to defend, indemnify, and hold Renaissance harmless from and against any Loss resulting from any Action arising from or related to Making Waves Academy's breach or violation of these Terms or applicable California or federal law or regulation.

9.3 Indemnification Procedure. Renaissance and You agree: (a) to promptly notify the other in writing of any Action; (b) to provide exclusive control and discretion to the indemnifying party (including choice of counsel and settlement authority); and (c) to cooperate (at indemnifying party's expense) with reasonable requests in support of the defense against any Action.

9.4 Sole Remedy. The indemnity provided in this section shall be Your sole and exclusive remedy regarding Actions based on third-party Intellectual Property Rights.

## 10. **Limitation of Liability and Disclaimer of Warranties**

10.1 PRODUCTS ARE "AS IS"; NO WARRANTY THAT THEY WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE OR THAT POSSIBLE DEFECTS WILL BE CORRECTED; AND; WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE OR ANY ARISING FROM COURSE OF DEALING OR PERFORMANCE. NOTWITHSTANDING THE ABOVE DISCLAIMERS, WE AGREE TO MAKE REASONABLE EFFORTS TO MAINTAIN THE SECURITY OF THE PRODUCTS AND TO PROMPTLY REPAIR OR CORRECT ANY ERRORS OR DEFECTS IN THE PRODUCTS.

### 10.2 Limitation of Liabilities.

Provided the laws of Your State permit it, the parties agree:



- a. to limit liability under these Terms to direct damages, specifically excluding liability for any other damages;
- b. to cap each party's aggregate liability arising out of these Terms to the lesser of (i) Your Fees; or, (ii) \$100,000;
- c. that we have no responsibility for Third-Party Services;
- d. to limit our liability with respect to Professional Services or Deliverables to correction of such Professional Services or Deliverables. If correction is impractical, we will refund the pertinent Fees;
- e. that the fees and rights granted to each party, along with the allocation of risk in these Terms reflect the economic basis of the parties' relationship. Absent the economic basis, these Terms would not have been made.

This Section does not apply to the indemnification obligations set forth in Section 9.

**11. Force Majeure.** If You or we need to delay (or, fail) to perform an obligation under these Terms due to an act of God or a natural disasters ("**Force Majeure**"), we will avoid a potential breach by: (a) promptly notifying the other Party in writing of the Force Majeure; (b) using reasonable efforts to mitigate delay or failure; and, (c) promptly resuming performance after the Force Majeure. If Renaissance is not able to perform under these Terms due to force majeure, Making Waves Academy will be released from its obligation to pay any costs/charges under these Terms until such time as Renaissance is able to commence performance again, and Making Waves Academy shall be entitled to a proportional refund of any costs/charges paid by Making Waves Academy under these Terms for the period of Renaissance's nonperformance due to force majeure.

## 12. Miscellaneous

**12.1 Entire Agreement.** These Terms constitute the entire agreement between Renaissance and You and supersede all previous agreements. Any changes to these Terms must be in writing and signed by both parties.

**12.2 Severability.** If a provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable as if such provision had not been set forth herein. You and we agree to substitute a valid provision, most closely approximating the intent of the severed provision.

**12.3 Waiver.** If a party fails to exercise a right (or insists on strict compliance by the other of an obligation) under these Terms, the other may still exercise such right (or insist on compliance). Also, waiver by one party of a particular default by the other is not a continuing waiver that impairs the aggrieved party's rights to subsequent default.

**12.4 Working Through Issues and Governing Law.** If either party has a misunderstanding or disagreement, the parties agree to meet to try and work it out. While we hope we

can work it out amongst ourselves, if the parties cannot, then the parties can use Your state's laws and system to guide us.

**12.5 Notices.** Notices under these Terms shall be in writing and shall be deemed received when delivered (a) in person, (b) via the USPS, postage prepaid, (c) via UPS, FedEx or DHL, or (d) via e-mail, with receipt of confirmation of delivery, addressed to the addresses set forth in the Quote.

**12.6 Assignment.** The rights and obligations of either party under these Terms may be transferred only with the prior written consent of the other party, except that we reserve the right to assign without restriction to an entity that acquires substantially all of our stock, assets, or business. Upon valid transfer, these Terms inure to the benefit of, and bind, the successors, assigns, heirs, executors and administrators of the parties.

**12.7 Relationship of the Parties.** The parties are independent contractors, having no other business affiliation. Neither party may assume or create any obligation nor make any representation or warranty on behalf of the other Party. There are no third-party beneficiaries to these Terms.

**12.8 Limitation of Action.** Any action by either party in connection with these Terms must be brought (a) within two years after the cause of action arose or (b) such longer period of time as required by applicable law.

**12.9 Duplicates.** These Terms may be signed separately by the parties and the signature pages combined to create an original. Authorized electronic signatures are valid. Digitized copies of an original copy of these Terms shall be treated as an original for all purposes.

**12.10 Export Law Assurances.** You may not use or export the Products except as authorized by U.S. law. In particular, You agree not to export the Products (i) into (or to a national or resident of) any U.S. embargoed country (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders. By using the Products, You represent and warrant that You are not located in, under control of, or a national or resident of any such country or on any such list.

**12.11 Representations.** Each party represents and warrants that it is duly authorized to enter into these Terms.

**12.12 Equitable Rights.** Each party acknowledges that a breach (or threatened breach) of Section 6 (Intellectual Property Rights; Ownership) or Section 7 (Confidentiality) may cause the non-breaching party irreparable damage, entitling it to seek equitable relief, in addition to any other remedy, without posting bond.

## 13. Insurance

Without in anyway limiting Renaissance's liability pursuant to these Terms, Renaissance will maintain policies of workers compensation, automobile liability, general liability, professional liability and errors and omissions applying to the Products provided by



Renaissance to Making Waves Academy for the entire duration of the Subscription Period.

If any policies are written on a claims-made form, Renaissance agrees to maintain such coverage continuously throughout the Subscription Period and, without lapse, for a period of at least one year beyond the expiration of the Subscription Period, such that should occurrences during the Subscription Period term give rise to claims made after expiration of the Subscription Period, such claims shall be covered.

Such insurance shall have a minimum combined single limit of liability of no less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of at least two million dollars (\$2,000,000). Such insurance shall be issued by an insurance company or companies authorized to engage in such insurance business in the State of California and rated not less than A-VIII in Best's Insurance Guide. In addition, Renaissance shall maintain a policy of cyber liability coverage, with a minimum combined single limit of liability of no less than one million dollars (\$1,000,000) per occurrence and a general aggregate limit of at least two million dollars (\$2,000,000). Renaissance shall provide thirty (30) days advance written notice to the Making Waves Academy of cancellation, non-renewal or reduction in coverage.

General Liability and Business Automobile Liability policies must provide the following: (1) name as Additional Insured Making Waves Academy, its Board, officers, authorized volunteers, agents, and employees and the Contra Costa County Office of Education; and (2) that such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of these Terms and that such policies apply separately to each insured against who claim is made or suit is brought.

Upon execution of these Terms and before any payment is due to Renaissance by Making Waves Academy, Renaissance must provide the Making Waves Academy with the certificates of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) as applicable, evidencing all coverages set forth above and shall furnish complete copies of policies promptly upon the Making Waves Academy's request. Renaissance also understands and agrees that the Making Waves Academy may withhold payment for Products or services for any violation of or noncompliance with this Section.


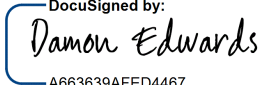
**14. Education Code 49073.1**

Renaissance shall not use personally identifiable information in pupil records to engage in targeted advertising.

Renaissance shall not use any information in a student educational record for any purpose other than those required or specifically permitted by these Terms or the Data Protection Addendum.

Students may retain possession and control of their own student-generated content and transfer student-generated content to a personal account, consistent with the functionality of the Products, by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Renaissance will provide the option to transfer student account data into a family account (to be paid for by the student or parent/guardian separately).

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

RENAISSANCE LEARNING, INC.	MAKING WAVES ACADEMY (2906698)
Signature: 	Signature:  A663639AFED4467...
Name: Debra C. Schoenick	Name: <b>Damon Edwards</b>
Title: VP Proposal Solutions	Title: <b>Managing Director of IT</b>
Date: 5/28/2020	Date: <b>6/18/2020</b>

## EXHIBIT A

**Definitions** “**Action**” means a third-party claim, suit, or arbitration.

“**Products**” means the commercial software products (including all related intellectual property) being provided to You under these Terms, including, in all cases, executable program modules thereof, as well as related documentation, Content and computer readable media, regardless of how Products are accessed or used. The Products are set forth in the Quote and shall include all Renaissance Product and related content.

“**Authorized User**” means Your faculty and staff (including administrators and teachers), students accounted for in Your Quote (including Homebound Students) and the parents of such students.

“**Confidential Information**” means proprietary, technical, financial information and student educational records that one of us discloses to the other. Renaissance confidential information includes trade secrets, technology, information related to our business operations, and any technical information related to the Products or Hosting Services.

“**Content**” means all types of information including, without limitation, books, articles, recordings, documentation, photographs, graphics, video, databases or any other compilations rendered available by Renaissance or accessible through the Products or Deliverables. For the avoidance of doubt, Content includes any and all original expression in any media, as well as any derivations of such original expressions.

“**Deliverables**” means any work product or materials to be developed or delivered by Renaissance in connection with the Services.

“**Homebound Student**” means one of Your students that cannot attend school due to conditions adequately substantiated by a provider or authority in Your jurisdiction.

“**Intellectual Property Rights**” means worldwide intangible assets including (a) patents (design, utility or other), patent disclosures, Products and inventions (patentable or not), (b) trade and service marks, trade dress, trade names and domain names, including associated goodwill, (c) original expressions in any fixed medium (registered and unregistered) copyrights and copyrightable works (including Products) and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) other intangible assets (registered or unregistered) and (f) Products for, and renewals or extensions of, (a) – (e) and/or similar or equivalent rights or assets.

“**Loss**” means all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“**Marks**” mean any word(s) and/or symbol(s) used alone or in combination as trade names, trademarks, logos and service marks, in all cases, registered or unregistered.

“**Privacy Notice**” means the applicable Product Privacy Notice located at [www.renaissance.com/privacy](http://www.renaissance.com/privacy) - we update these from time to time to stay current.

“**Products**” means the commercial educational online software products being provided to You under this Terms of Service & License Agreement. Our products include: Accelerated Reader, Accelerated Math, Star Assessments, Star 360, Star Reading, Star Early Literacy, Star Math, Star Custom, Star CBM, Freckle, myON, myIGDIs and Schoolzilla.

“**Professional Services**” means those professional services identified in the Quote and further described in **Exhibit B** and any other professional, technical or support services that Renaissance provides to You. Professional Services expire at the end of the Subscription Period.

“**Quote**” means the quote You and Renaissance signed to provide You access to Your Products during Your Subscription Period.

“**Renaissance**”, “**We**” or “**Us**” means Renaissance Learning, Inc., a Wisconsin corporation, and its affiliates, as well as their respective directors, officers, employees, contractors and agents.

“**Terms of Service and License**” or “**Terms**” means these Terms of Service and License and the Privacy Policies, as amended by the parties.

“**Subscription Period**” means the time during which You have access to the Products. The Subscription Period starts on the first date and ends on the last date written in Your Quote, unless these Terms are terminated early by You or us. Then, Subscription Period ends on the date of termination.

“**You**” means the entity identified in the Quote. “**Your Data**” includes: (i) Authorized User rostering information; (ii) Authorized User information or content generated within the Products (ex, scores, assessments, assignments, essays, notes); (iii) Authorized User sign-in information; (iv) student information that You send to Us in connection with a research study request; (v) feedback Your teachers share with Us. Your Data includes both

“personally identifiable information” and “personal information” as defined in the applicable Data Protection Legislation. Renaissance considers Your Data to include any information that can be used on its own or with other information to identify Your Authorized Users as individuals.

## EXHIBIT B

### Additional Terms and Conditions - Professional Services

You agree to the following for any Professional Services ("Training") made available to You either remotely or on-site:

- a. To provide facilities that are conducive to adult learning, including a computer, broadband Internet connection and two-way sound for each of Your participants;
- b. To participate in a pre-planning meeting with us (at least four weeks for on-site; and, at least three days for remote) before the Training, allowing us to tailor the Training content to the specific needs of Your participants. We will focus our Training on learning outcomes agreed to during the pre-planning meeting. We will also strive to adapt our Training to meet needs raised at the Training;
- c. To absorb actual out-of-pocket travel expenses incurred due to Your last-minute rescheduling or cancellation of the Training and to pay a one-time cancellation fee of up to \$750;
- d. To use any Professional Services within the Subscription Period. Otherwise, You risk losing those services;
- e. To our using third parties to assist with Renaissance-provided Professional Services (we will be responsible for ensuring their integrity and compliance with these Terms, as well as their compensation and expenses);
- f. To refrain, without our written consent, from recording the Training and from copying any materials or Content.

# Coversheet

## APEX Renewal

**Section:** V. Consent Action Items  
**Item:** F. APEX Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** Making Waves Academy AMD 3 (Apex clean 052721).pdf

**BACKGROUND:**

Apex Learning is the online course platform that MWA utilizes for credit recovery in the Upper School.

**RECOMMENDATION:**

Please approve this agreement that has a \$13,500.00 fiscal impact in the 2021/22 school year.

**AMENDMENT THREE  
TO THE CLIENT AGREEMENT FOR DIGITAL CURRICULUM SOLUTIONS BETWEEN  
APEX LEARNING INC. AND MAKING WAVES ACADEMY**

This amendment effective June 15, 2021 (“**Amendment Three**”) shall serve to amend the Client Agreement for Apex Learning Digital Curriculum Solutions with the Effective Date of October 22, 2018 (the “**Agreement**”), as previously amended, between Apex Learning Inc., a Washington corporation, with its principal place of business at 1215 Fourth Avenue, Suite 1500, Seattle, WA 98161 (“**Apex Learning**”) Making Waves Academy with its principal place of business at 4123 Lakeside Drive, Richmond, CA 94806-1942 (“**Client**”).

Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement. The terms and conditions of the Agreement, as amended under Amendment One and Amendment Two, remain in full force and effect. In consideration of the covenants and conditions set forth in this Amendment Three and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to further amend the Agreement as follows:

- A. Term Extension:** The Agreement Term extended through June 14, 2022.
- B. Access to Apex Curriculum:** Apex Learning will provide Client with 90 Courses Unlimited Enrollment Subscriptions during the period June 15, 2021 through June 14, 2022. Courses subscriptions do not include access to Technology Courses.

*Price:* \$13,500.00

Each "Unlimited Enrollment Subscription" provides access for one student enrolled in any number of Courses at the same time. If a student completes or withdraws from all Courses in which he or she is enrolled, the subscription may be reused to enroll another student in any number of Courses. The number of students enrolled at the same time may not exceed the number of subscriptions purchased. Client may purchase additional subscriptions for access through June 14, 2022 at \$150.00 per subscription.

- C. Invoice Schedule:** Apex Learning will invoice Client in the amount of \$13,500.00 on June 15, 2021.

Agreed.

**Apex Learning Inc.**

**Making Waves Academy**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Coversheet

## Annual CPR Agreement

**Section:** V. Consent Action Items  
**Item:** G. Annual CPR Agreement  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
MWA\_LifeSaver CPR Class Agreement and Cancellation Policy 8-11-21\_Unsigned.pdf



# LifeSaver CPR

**Life is too important to not be prepared.**

Thank you very much for scheduling a course with LifeSaver CPR. The following is an agreement for scheduled classes, cancellation policy, and class payment guidelines.

**FE CAMPBELL** from **MAKING WAVES ACADEMY** located at **4123 LAKESIDE DRIVE, RICHMOND, CA 94806** has scheduled **3 ONLINE ADULT AND CHILD CPR WITH AED AND FIRST AID SKILLS CHECK** course for **AUGUST 11, 2021** to start at **8:00AM, 9:30AM, and 11:00AM**, each course will last approximately **1.5 HOURS**. The minimum class price for each class will be **\$1,800.00** and will train **UP TO 25** participants per class. Additional participants are welcome and can be added at any time and for **\$72.00** per person. **The combined minimum total will be \$5,400.00.**

We understand that problems sometimes come up and changes to the scheduled date need to be made. We ask that any such changes are made at least 30 days prior to the scheduled class date so that other classes can be scheduled in its place. **Cancellations or rescheduling shorter than 30 days will incur a penalty.**

### Cancellation or Rescheduling

20 - 30 days cancellation or rescheduling within scheduled course date = 25% charge of minimum class price

10 - 19 days cancellation or rescheduling within scheduled course date = 50% charge of minimum class price

3 - 9 days cancellation or rescheduling within scheduled course date = 75% charge of minimum class price

**Less than 72 hours notice cancellation = 100% charge of minimum class price**

I do apologize for any inconvenience this causes but as a small business owner I need to make sure that I can serve all of my current and future clients as best I can. This policy is to prevent any last minute cancellations/changes which may potentially have allowed me to schedule another class for that time.

An invoice will be mailed with the certification cards approximately 1 week after the course. Payment is due within 30 days of the course. Late payments will incur a 5% penalty fee of the current class amount every 30 days.

Thank you for your understanding.

Chris Peters  
LifeSaver CPR  
(209) 499-2249  
www.lifesavercpr.net

I have read and understand the Class Agreement and Cancellation Policy and accept the terms.

I do not accept the terms of the Class Agreement and Cancellation Policy.

If you are unable to submit by email, please fax to (209) 855-4277

<b>First Name</b>	<input type="text"/>	<b>Last Name</b>	<input type="text"/>	<b>Business Name</b>	<input type="text"/>
<b>Address</b>	<input type="text"/>		<b>City</b>	<input type="text"/>	<b>State</b>
<b>Zip</b>	<input type="text"/>	<b>Phone #</b>	<input type="text"/>	<b>Email</b>	<input type="text"/>

# Coversheet

## 15Five Renewal

**Section:** V. Consent Action Items  
**Item:** H. 15Five Renewal  
**Purpose:** Vote  
**Submitted by:** Fe Campbell  
**Related Material:** Making Waves Academy 2020 Renewal Order Form\_Unsigned.pdf

**BACKGROUND:**

15Five is a web-based management solution dedicated to creating highly engaged and passionately fulfilled workforces. The online tools supports the organization in deepening the connection between employees, managers, and peers by empowering transparency, meaningful conversations, and effective feedback.

**RECOMMENDATION:**

We recommend the board approves the 15Five contract for the upcoming school year.





## Order Form

**Effective Date:** 6/1/20 **Expiration:** 6/20/20

<b>Prepared by:</b>	Sasha Friedkin   Sasha.Friedkin@15Five.com	<b>Customer:</b>	
	15Five Inc Dept LA 25012 Pasadena, CA 91185-5012		Making Waves Academy Billing Address 3220 Blume Drive Richmond, California 94806 United States ID: 35485

Subscription				
Plan	Subscription Term	License	Users	Annual Price
15Five Plus	6/22/20-6/21/21	<del>\$14/user/month</del> \$8.40/user/month (non-profit discount)	100	\$10,080
<b>Total Annual Price</b>				<b>\$10,080</b>

Terms & Conditions
<ol style="list-style-type: none"> <li>I certify that I am authorized to execute this Order Form on behalf of the Customer and agree to the terms.</li> <li>This Order Form is noted as "Confidential Information"</li> <li>Invoice will be sent upon Order Form execution and will be payable Net 15 via ACH, wire, or credit card.</li> <li>The terms of this Order Form and the 15Five Terms of Service (<a href="https://www.15five.com/terms/">https://www.15five.com/terms/</a>) govern the terms of this transaction.</li> <li>See <a href="https://www.15five.com/pricing/">https://www.15five.com/pricing/</a> for a detailed description of 15Five products and services.</li> </ol>

Signatures	
By Customer:  Name: Alton B. Nelson Jr. Title: CEO Date: Signature: <hr/>	By 15Five:  Name: Sasha Friedkin Title: Customer Success Manager Date: Signature: <hr/>

# Coversheet

## Gaggle Renewal

**Section:** V. Consent Action Items  
**Item:** I. Gaggle Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** Making Waves Gaggle Invoice 21-22 Final.pdf

**BACKGROUND:**

Gaggle provides online monitoring alerting for inappropriate content or content that indicates any student safety concerns. Gaggle monitors content on the G-Suite (Google Apps) and Canvas Learning Management Systems (LMS) platforms.

**RECOMMENDATION:**

Please approve this agreement that has a \$10,150.00 fiscal impact in the 2021/22 school year.



## Gaggle Quote

Making Waves Academy - Richmond CA intends to implement and use the Gaggle services as outlined below:

### Service Details

DESCRIPTION	LINK	NOTES	QUANTITY	UNIT PRICE	DISCOUNT	NET UNIT PRICE	NET TOTAL
Gaggle Safety Management - Google - Student	<a href="#">Learn More</a>		1,450	\$6.00	\$0.25	\$5.75	\$8,337.50
Gaggle Safety Management - Canvas LMS - Student	<a href="#">Learn More</a>		1,450	\$2.00	\$0.75	\$1.25	\$1,812.50
<b>TOTAL:</b>							<b>\$10,150.00</b>

**PRICING TERM:** 12 Month Annual

**SERVICE TERM:** 7/1/2021 - 6/30/2022

**VALID THROUGH:** 6/2/2021

**ADDITIONAL INFO:**

\*Does not include any applicable sales tax.

While this letter shall not constitute a legal binding license, it is an expression of the intent of both parties to work towards formalizing a legally binding agreement.

Upon the commencement of service; Gaggle's applicable Quote, Invoice, [Terms of Service](#), [Service Level Agreement](#), [Privacy Policy](#), [Student Data Privacy Notice](#) along with the Addendum To Gaggle Services Terms & Conditions And Service Level Agreement that was mutually executed by Gaggle and Making Waves Academy in May 2020 ("Addendum"), and future engagements and renewals of service; are hereby acknowledged and incorporated by reference. The terms of the Addendum shall continue to remain in effect and binding for the renewal service term of 7/1/2021 - 6/30/2022.

IN WITNESS WHEREOF, by their signature below, the parties agree in principle with this letter of intent.

\_\_\_\_\_  
 Authorized Representative for  
 Making Waves Academy - Richmond CA

\_\_\_\_\_  
 Date

Quote Number: Q-110284

# Coversheet

## Zoom Renewal

**Section:** V. Consent Action Items

**Item:** J. Zoom Renewal

**Purpose:** Vote

**Submitted by:** Damon Edwards

**Related Material:**

Making Waves Academy and Zoom agreement (renewal 21-22) 051321 (002).pdf

**BACKGROUND:**

Zoom is an online video meeting platform that enables MWA to conduct meetings and classes virtually.

**RECOMMENDATION:**

Please approve this agreement that has a \$10,439.00 fiscal impact in the 2021/22 school year.



**Renewal Form Number:** Q987281  
**Valid Until:** 06/30/2021

**Zoom Video Communications Inc. ('Zoom')**  
 55 Almaden Blvd, 6th Floor  
 San Jose, CA  
**Email:** jim.sigman@zoom.us

<p><b>Billed To</b></p> <p><b>Customer:</b> Making Waves Academy  <b>Contact Name:</b> Damon Edwards                  4123 Lakeside Drive                  Richmond, California                  94501, United States  <b>Email Address:</b> dedwards@mwacademy.org  <b>Phone:</b> (+1) 5103335830</p>	<p><b>Sold To</b></p> <p><b>Customer:</b> Making Waves Academy  <b>Contact Name:</b> Damon Edwards                  4123 Lakeside Drive                  Richmond, California                  94501, United States  <b>Email Address:</b> dedwards@mwacademy.org  <b>Phone:</b> (+1) 5103335830</p>
<p><b>Auto Renew:</b> Yes  <b>Renewal Subscription Term:</b> 12 Month  <b>Order Start Date:</b> 07/01/2021</p>	<p><b>Billing Method:</b> Email  <b>Currency:</b> USD  <b>Payment Method:</b> Other  <b>Payment Term:</b> Net 30</p>

This Zoom Renewal Form is for renewing an existing subscription. The use and delivery of any services provided for herein shall be governed by Zoom Terms of Service found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

RATE PLAN	NAME	BILLING PERIOD	QUANTITY	EFFECTIVE PRICE	TOTAL
Renewed "Education Annual"	Education Annual	Annual	150	USD 33.33	USD 4,999.00
Renewed "Webinar 1000 Annual"	Webinar 1000 Annual	Annual	2	USD 2,720.00	USD 5,440.00

(Before Taxes)	
<b>Annual Spend:</b>	<b>USD 10,439.00</b>

**Other Terms & Notes**

**Named Host** - means any licensed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 300 per meeting. Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned.

**Zoom EDU** licenses are intended for student and faculty and pedagogical interaction within a classroom environment, or the administration thereof and may not be used for any commercial purpose. Zoom EDU licenses may not be purchased by hospitals, medical centers, clinics, or other affiliated organizations not specifically involving student and faculty and pedagogical interactions within a classroom environment or the administration thereof.

**Fees** - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

All prices shown for Zoom and Zoom Phone services are exclusive of indirect taxes (e.g., U.S. state and local taxes, VAT, GST, and HST or any other consumption taxes), digital taxes and environmental taxes to the extent they apply.

*Professional Services, if purchased, will be presented in a separate Order Form.*

Accepted and agreed as of the date specified below by the authorized representative of Customer

<b>Signature:</b>
<b>Print Name:</b>
<b>Date:</b>
<b>Zoom Service Effective Date: 07/01/2021</b>
<b>PO # (If Applicable):</b>
<b>VAT # (If Applicable):</b>

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

*If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to [billing@zoom.us](mailto:billing@zoom.us). Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.*

# Coversheet

## IXL Renewal

**Section:** V. Consent Action Items  
**Item:** K. IXL Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards

**Related Material:**

IXL Quote 3052515-0521-2 Making Waves Academy final.pdf  
Terms and Conditions from IXL Contract 26395 Making Waves Academy 05142020.pdf  
Making Waves Ed. Code Addendum to Sales Contract\_v2 final.pdf  
Making Waves Terms and Conditions of Sale Addendum\_final.pdf

**BACKGROUND:**

IXL is an online math curriculum and assessment platform that MWA utilized during the 2020/21 school year. It helps students master essential math skills at their own pace through fun and interactive questions, built in support, and motivating awards.

**RECOMMENDATION:**

Please approve this agreement that has a \$12,500 fiscal impact in the 2021/22 school year.



# RENEWAL QUOTE

IXL Learning  
 777 Mariners Island Blvd., Suite 600  
 San Mateo, CA 94404

QUOTE # 3052515-0521-2  
 DATE: MAY 5, 2021

**TO:**  
 Kara Alhadeff  
 Making Waves Academy  
 4123 Lakeside Drive  
 Richmond, CA 94806

**COMMENTS OR SPECIAL INSTRUCTIONS**

The following attachments to this Renewal Quote are incorporated herein by reference and will remain in effect and be binding during the renewal period of July 1, 2021 – July 1, 2022:

1. Addendum to Sales Contract for Compliance with California Education Code § 49073.1 dated May 7, 2021; and
2. IXL Terms and Conditions as amended by the Addendum To IXL Learning Terms And Conditions Of Sale For Making Waves Academy.

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Jared Mumley	A20-3052515	July 1, 2021 – July 1, 2022	July 1, 2021

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 5-12: 1,250 students) Subject: Math  <i>Unlimited instructor accounts included</i>	\$12,500.00	\$12,500.00
SUBTOTAL			\$12,500.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$12,500.00

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To pay by purchase order, please email a copy of your PO to orders@ixl.com or fax it to 650-372-4301. Please be sure to list the quote number on your payment or purchase order. For international accounts, we can accept wire transfers for an additional fee.



Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail [orders@ixl.com](mailto:orders@ixl.com)

Completed sales contracts should be faxed to (650) 372-4301 or e-mailed to [orders@ixl.com](mailto:orders@ixl.com).



## TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

**6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

## **Addendum to Sales Contract for Compliance with California Education Code § 49073.1**

This Addendum is entered into between IXL Learning (“Service Provider”) and Making Waves Academy (“LEA”) (collectively referred to as the “Parties”) on May 7, 2021 (“Effective Date”).

**WHEREAS**, the LEA and the Service Provider entered into the agreement for technology services titled Sales Contract (“Technology Services Agreement”) with an invoice date of June 30, 2020 and a renewal subscription duration of July 1, 2021-July 1, 2022.

**WHEREAS**, the LEA is a California public entity subject to all state and federal laws governing education, including but not limited to the California Education Code and the Family Educational Rights and Privacy Act (“FERPA”);

**WHEREAS**, California Education Code section 49073.1 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a California local education agency including school districts, county offices of education, and charter schools and a third-party service provider must include certain terms; and

**WHEREAS**, the LEA and the Service Provider desire to have the Technology Services Agreement and the services provided comply with California Education Code section 49073.1.

**NOW, THEREFORE**, the Parties agree as follows:

1. The terms and conditions of the Technology Services Agreement are incorporated herein by reference.
2. The term of this Addendum shall remain in full force and effect during the entire period in which the Technology Services Agreement remains in effect and shall expire on the termination date stated in the Technology Services Agreement.
3. Pupil records obtained by Service Provider from LEA continue to be the property of and under the control of the LEA. Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees or contractors. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the Service Provider’s products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.

Pupils may retain possession and control of their own pupil-generated content by: Submit a written request to the LEA. After receiving written authorization from the LEA, Service Provider will provide the option to transfer student account data into a family account (to be paid for by the family separately).

4. A pupil may transfer pupil-generated content to a personal account by: Submit

a written request to the LEA. After receiving written authorization from the LEA, Service Provider will provide the option to transfer student account data into a family account (to be paid for by the family separately).

5. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by: Submit a written request to the LEA. LEA and Service Provider will consider what personally identifiable information is available other than what is already accessible through the student's account. Service Provider will provide and/or correct personally identifiable information upon written request from LEA to do so, to the extent reasonably feasible.

6. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by: Service Provider uses various measures to maintain the security and confidentiality of pupil records including the use of individual user accounts, access controls, auditing and logging, and encryption.

7. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall notify an affected parent, legal guardian, or eligible pupil pursuant by: Service Provider will notify the LEA in writing. To the extent that further notification is required by law, Service Provider will coordinate with LEA in good faith on a mutually acceptable notification procedure.

8. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.

9. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider after termination or upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced by: The Service Provider will, within 30 days of receipt of a written request from LEA, provide written notice that pupil records have been destroyed and/or de-identified.

10. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance by: Service Provider will treat pupil records as confidential information and will not disseminate pupil records to third parties unless needed to fulfill Service Provider's rights and obligations under this addendum or the Technology Services Agreement; in which case disclosure will be subject to an obligation of confidentiality. Service Provider may also disseminate pupil records if required or permitted by law or court order.

11. Service Provider shall not use personally identifiable information in pupil records to engage in targeted advertising.

**IN WITNESS WHEREOF**, parties execute this Agreement on the dates set forth below.

LEA Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Service Provider Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **ADDENDUM TO IXL LEARNING TERMS AND CONDITIONS OF SALE FOR Making Waves Academy**

**IN CONSIDERATION** of the mutual promises by IXL Learning, Inc. ("IXL") and Making Waves Academy ("you") in this Addendum, IXL and you agree to the following changes to IXL's Terms and Conditions of Sale ("TCOS"), as follows:

**The preamble is amended as follows:**

"THIS IS A LEGAL DOCUMENT ("SALES CONTRACT" OR "AGREEMENT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING."

1. **Section 2 (Payments)** is hereby amended by removing the following statement:

"Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller."

2. **Section 3 (Cancellation and Refund)** is hereby amended as follows::

"No cancellation will be accepted, and no refund issued, if it is more than sixty (60) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within sixty (60) days of purchase. Cancellations requested outside of the 60-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract. Seller shall not terminate or cancel this Sales Contract unless Purchaser breaches the terms of this Sales Contract including but not limited to the terms of payment."

3. **Section 4 (Licenses)** is hereby amended to read as follows:

"IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, IXL will deactivate the individual's account, or no longer associate it with your license, upon your request so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district."

4. **Section 5 (Indemnification)** is hereby added to the IXL Terms and Conditions of Sales with the following:

**“Seller’s Obligations.** Seller will hold harmless, indemnify and defend Purchaser, Making Waves Academy and its employees, directors, officers, agents and representatives from and against any losses, claims, penalties, fines, judgments, damages, liabilities or expenses, including reasonable attorneys’ fees and costs (“Losses”), or threatened Losses arising out of third party claims relating to, incurred in connection with, or based in whole or in part upon any claim, threatened claim, suit, action or proceeding (“Claim”) made against Purchaser or Making Waves Academy:

- (a) that the Services infringe any Intellectual Property Rights of a third party enforceable in the U.S. (“Infringement Claim”) or violate any applicable law, regulation or ordinance; or
- (b) any Claim for injury or death of any individual, or the loss, damage or destruction of any real or personal property, resulting from the willful, negligent, reckless, fraudulent or intentional acts or omissions of Seller or its employees, directors, officers, agents, representatives, or subcontractors.

Seller will have no liability or obligation to indemnify Purchaser from any Losses to the extent that such Losses solely arise out of or result from any:

- (a) alteration or modification of the Seller’s product or services by or on behalf of Purchaser without Seller’s authorization (each, a “Purchaser Modification”), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such Purchaser Modification and provided further that any alteration or modification made by or for Seller at Purchaser’s request will not be excluded from Seller’s indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to Purchaser’s written specifications and (ii) the Seller’s products or services, as altered or modified in accordance with the Purchaser’s specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Seller;
- (b) Purchaser’s access to or use of the Seller’s products or services that is expressly prohibited by this Agreement or otherwise outside the scope of access or manner or purpose of use described or contemplated anywhere in this Agreement;
- (c) breach of this Agreement by Purchaser; or
- (d) wrongful act or omission of the Purchaser or their officers, employees or agents.

**Purchaser’s Obligations.** Purchaser will hold harmless, indemnify and defend Seller and its employees, directors, officers, agents and representatives from and against Losses arising out of a Claim made against Seller relating to, incurred in connection with, or based in whole or in part upon:

- (a) Purchaser’s use of the Seller’s products or services in breach of this Agreement; or
- (b) any Infringement Claim asserted by any third party based upon Purchaser materials provided to Seller; or
- (c) any Claim for injury or death of any individual, or the loss, damage or destruction of any real or personal property, resulting from the willful, negligent, reckless, fraudulent or intentional acts or omissions of Purchaser.

Purchaser will have no liability or obligation to indemnify Seller from any Losses to the extent that such Losses solely arise out of or result from any:

- (a) breach of this Agreement by Seller; or
- (b) wrongful act or omission of the Seller or their officers, employees or agents.

The obligations set forth in this Section are conditioned upon the party entitled to a defense of a third party claim (“Indemnified Party”) notifying the other party (“Indemnifying Party”) promptly in writing of any covered action, giving the Indemnifying Party sole control over the defense thereof and any related settlement negotiations, and cooperating and, at the Indemnifying Party’s request and expense, assisting in such defense. The Indemnified Party may also participate in the defense at its own expense.

5. **Section 6 (Privacy)** is hereby amended to read as follows:

"Seller and Purchaser agree to comply with all applicable laws, regulations and ordinances including but not limited to the Children's Online Privacy Protection Act (COPPA), the Student Online Personal Information Protection Act (SOPIPA), the Family Educational Rights And Privacy (FERPA), and California Education Code section 49073.1. Purchaser agrees to obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and provide parents and guardians with Seller's Privacy Policy. Purchaser will keep all consents on file and provide them to Seller upon request."

6. **Section 7 (Disclaimer of Warranties. You Expressly Understand and Agree That:** is hereby amended to read as follows:

- a. " YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXLEXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e. NOTWITHSTANDING THE ABOVE DISCLAIMERS, SELLER AGREES TO MAKE REASONABLE EFFORTS TO TIMELY REPAIR OR CORRECT ANY ERRORS OR DEFECTS IN THE PRODUCTS AND SERVICES PROVIDED BY SELLER TO PURCHASER UNDER THIS AGREEMENT.

**Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

7. **Section 8 (Limitation of Liability)** is hereby amended by removing the following language:

"IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES."

8. **Section 11 (Entire Agreement)** is hereby amended to read as follows:

"This Sales Contract, which incorporates the Terms of Service and attached Addendum by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by authorized representatives of the Seller and Purchaser."



9. All remaining terms of the TCOS remain in full force and effect. Capitalized terms used but not defined in this Addendum shall have the same meaning as ascribed to them in the TCOS.

**IN WITNESS WHEREOF**, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth above.

**IXL Learning, Inc.**

**Making Waves Academy**

By \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

# Coversheet

## LBMS Renewal

**Section:** V. Consent Action Items  
**Item:** L. LBMS Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** MWA\_Contract\_2021-2022 - LBM.pdf

**BACKGROUND:**

LBMS provides eRate administration consulting services. eRate, is a federally mandated program that provides discounts of up to 90 percent to help eligible schools obtain affordable telecommunications and Internet access.

**RECOMMENDATION:**

Please approve this agreement that has a \$14,750.00 fiscal impact in the 2021/22 school year.



*LBM Business Services Inc*

## MAKING WAVES ACADEMY

This Consultant Services Agreement (hereinafter "**AGREEMENT**") made by and between LBM Business Services, Inc (hereinafter "**COMPANY**") located at 1930 Village Center Circle #3-934, Las Vegas, Nevada 89134 and, Making Waves Academy (hereinafter "**CLIENT**" or "**MWA**") 4123 Lakeside Drive, Richmond, California 94806.

COMPANY is engaged in the business of providing Business Services Management, specifically as an eRate/EETT Administrator.

Now, COMPANY and CLIENT, effective as of **July 1, 2021 through June 30, 2022** to each of the following, therefore agree it upon:

### 1. SCOPE OF SERVICES FROM COMPANY

CLIENT hereby retains COMPANY to render services to CLIENT on a nonexclusive basis for and in connection with the Universal Service Administrative Company (USAC) by providing eRate Administration (See Attachment "C").

### 2. STATEMENT OF WORK

The COMPANY shall perform that stated in Attachment "B" to this AGREEMENT, Statement of Work, (hereinafter "**Work**") at such time(s) and place(s) as mutually agreed upon by CLIENT and COMPANY.

### 3. COMPENSATION

The CLIENT shall compensate the COMPANY for the Work stated in Attachment "B" (Statement of Work). In the amounts and manner set forth in Attachment "C"

### 4. TERMS

See Attachment "C".

### 5. RIGHTS OF OWNERSHIP

The CLIENT retains exclusive title to all works produced for CLIENT by COMPANY under this AGREEMENT. All computer software programs, specifications, routines, subroutines, formulae, documentation and related materials of which COMPANY develops on behalf of the CLIENT are, and will remain, the sole property of the CLIENT. The CLIENT recognizes, that while it maintains all rights and title to work product created for the CLIENT by COMPANY under this AGREEMENT, it has no right to prevent or profit from the COMPANY's practice of its trade or profession in behalf of any other person, including the exercise of such cumulative general knowledge, experience and skills gained over time by the COMPANY. Upon the conclusion of this



*LBMBS Business Services Inc*

AGREEMENT, COMPANY shall return all records, files, contacts and other proprietary information of CLIENT to CLIENT.

**6. CONFIDENTIAL INFORMATION**

Confidential information is defined as all information subject to protection by the trade secret laws or student information privacy laws of the State of California or the United States to which information COMPANY may be become privy during this AGREEMENT. COMPANY comply with all applicable laws regarding confidential information and hold all such information in trust and confidence in behalf of CLIENT except as may be authorized for release by CLIENT in writing, or which may become public or otherwise known by a legitimate means. COMPANY is to abide by Confidentiality Agreement (hereinafter Attachment "A").

**7. INABILITY**

If by reason of accident, illness, mental or physical disability the COMPANY shall be incapacitated or prevented from fully performing its services or obligations under this AGREEMENT, then the COMPANY's services shall be suspended during the period of such illness or failure, refusal, or neglect, and no compensation shall accrue or be payable to COMPANY during such period of suspension. If the COMPANY is unable to perform as defined in this paragraph for ten (10) business days, then the CLIENT may terminate this AGREEMENT without liability to COMPANY except for payment by the CLIENT to COMPANY of authorized, completed services and expenses.

**8. RIGHTS OF ASSIGNMENT**

Neither this AGREEMENT nor any rights or obligations hereunder may be assigned by either party without the prior written and signed consent by an authorized representative of the other party. This AGREEMENT shall insure the benefit of successors and assignees of he parties.

**9. MARKS**

Neither party has the right to use the trade name, service mark or trademark of the other, or any affiliated entity for any purpose without the prior written and signed consent of the owner of such trade name, service mark or trademark.

**10. NOTICES**

All notices and other communication acquired or desired to be sent to either party under this AGREEMENT shall be in writing and personally delivered or sent by registered mail, postage prepaid, return receipt requested, to the address of the appropriate party or parties listed above.

**11. APPLICABLE LAW**



*LBM Business Services Inc*

This AGREEMENT, whenever called upon to be construed, shall be governed by the laws of the State of California.

**12. NO WAIVER**

No waiver by either party of a breach or default hereunder shall be deemed a waiver by such party of a subsequent breach or default of like or similar nature.

**13. PARTIAL INVALIDITY**

Should any part of this AGREEMENT for any reason be declared invalid, void or unenforceable by a court or governmental agency of competent jurisdiction, such decisions shall not affect the validity of any remaining portion hereof, and the parties hereby acknowledge and agree that they would have executed the remaining without including the part so declared invalid, void or unenforceable.

**14. INSURANCE AND INDEMNIFICATION**

- I. Without in anyway limiting LBM Business Services Inc liability pursuant to the “Indemnification” section of this AGREEMENT. LBM Business Services Inc. shall procure and maintain during the full term of this agreement the following insurance coverage:
- II. Coverage:
  - a. Coverage for Professional Liability appropriate to LBM Business Services Inc.’s profession covering LBM Business Services Inc’s wrongful acts, negligent actions, errors or omissions. As of July 1, 2020
  - b. General Liability Coverage
  - c. Employer’s Liability
- III. Limits: LBM Business Services, Inc. shall maintain limits no less than the following:
  - a. Professional Liability – Five Hundred Thousand (\$500,000) per claim
  - b. General Liability - Five Hundred Thousand (\$500,000) per occurrence for bodily injury, personal injury, and property damage and \$1,000,000 aggregate
  - c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by Making Waves Academy in writing.
  - d. All policies shall provide thirty (30) days advance written notice to Making Waves Academy of cancellation, non-renewal, or reduction in coverage.
  - e. If any policies are written on a claims-made form, LBM Business Services, Inc agrees to maintain such coverage continually throughout



*LBM Business Services Inc*

the term of this AGREEMENT and, without lapse, for a period of at least one year beyond the expiration of this AGREEMENT, such that should occurrences during the AGREEMENT term give rise to claims made after expiration of the AGREEMENT, such claims shall be covered.

- f. Should any required insurance lapse during the term of this AGREEMENT, requests for payments originating after such lapse shall not be processed until Making Waves Academy receives satisfactory evidence of reinstated coverage as required by this AGREEMENT, effective as of the lapse date. If insurance is not reinstated, Making Waves Academy may at its sole option, terminate this AGREEMENT effective on the date of such lapsed insurance.
- g. Before commencing any operations under this AGREEMENT, LBM Business Services, Inc. must provide Making Waves Academy with the Certificate of Insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) and with insurer's satisfactory to Making Waves Academy evidencing all coverages set forth above, as well as proof that MWA and its officers, agents and employees have been added as additional insureds to the policies, and shall furnish complete copies of policies promptly upon MWA request. Such evidence shall also include a confirmation that coverage includes or has been modified to include the required coverages set forth in section 7 of the general conditions of this AGREEMENT. LBM Business Services, Inc. also understands and agrees that MWA may withhold payment for services performed for any violation of the insurance provisions of this AGREEMENT.
- h. Approval of the insurance by MWA shall not relieve or decrease the liability of LBM Business Services, Inc hereunder.
- i. Any deductible or self-inspired retention must be declared to and approved by MWA. At the option of MWA, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

IV. Indemnification

- a. LBM Business Services, Inc. shall indemnify and hold harmless MWA and its Board members, officers, employees, authorized volunteers and agents from, and if requested, shall defend them against any liabilities, obligations, losses, claims, fines, penalties, damages, judgements, costs or expenses (including legal fees, attorney fees/costs and costs of investigation) (collectively "Losses") or threatened Losses arising from, in connection with or caused in whole or in part by services rendered by COMPANY pursuant to the terms of this AGREEMENT or in any way connected with the rendering of services under this AGREEMENT including but not limited to any claim, threatened claim, suit, action or proceeding against MWA for:



*LBM Business Services Inc*

- i. Injury or death of any individual, or the loss, damage or destruction of any real or personal property caused, directly or indirectly, by any act or omission of LBM Business Services, Inc; or its employees, directors, officers, agents, representatives, or subcontractors;
- ii. Any infringement of patent, copyright, trademark, trade secret or other propriety right caused by LBM, Business Services, Inc. or its employees, directors, officers, agents, representatives, or subcontractors; or
- iii. Any violation of law or violation of this AGREEMENT by LBM Business Services, Inc or its employees, directors, officers, agents, representatives or subcontractors.

Notwithstanding the foregoing, LBM Business Services, Inc. shall have no obligation under this section with respect to any Loss that is caused solely by the active negligence or willful misconduct of MWA and is not contributed to by any act or omission (including any failure to perform duty imposed by law) by LBM Business Services, Inc., its subcontractors or either's agent or employees. LBM Business Services, Inc.'s indemnification under this section shall survive termination of this agreement.

## 15. TERMINATION

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; (c) the death or permanent disability of either party; or (d) revocation or nonrenewal of the CLIENT charter.

## 16. COMPANY STATUS

COMPANY is an independent contractor not an employee of CLIENT. COMPANY's employees or subcontractors are not CLIENT's employees. COMPANY and CLIENT agree to the following rights consistent with an independent contractor relationship:

- (a) COMPANY has the right to perform services for others during the term of this AGREEMENT.
- (b) COMPANY 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 COMPANY's services are consistent with the responsibilities set forth in this AGREEMENT and the attachments to this AGREEMENT as dictated by CLIENT.
- (c) COMPANY has the right to hire assistants as subcontractors, or to use employees to provide the services required by this AGREEMENT.



*LBMBS Business Services Inc*

- (d) COMPANY or COMPANY's employees or subcontractors shall perform the services required by this AGREEMENT; CLIENT shall not hire, supervise or pay any assistants to help COMPANY.
- (e) Neither COMPANY nor COMPANY's employees or subcontractors shall receive any training from CLIENT in the skills necessary to perform the services required by this AGREEMENT.
- (f) CLIENT shall not require COMPANY or COMPANY's employees or subcontractors to devote full time to performing the services required by this AGREEMENT.
- (g) Neither COMPANY nor COMPANY's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of CLIENT.

#### **17. WORKERS' COMPENSATION**

CLIENT shall not obtain workers' compensation insurance on behalf of COMPANY or COMPANY's employees. If COMPANY hires employees to perform any work under this AGREEMENT, COMPANY will obtain workers' compensation insurance for those employees to the extent required by law.

#### **18. LOCAL, STATE AND FEDERAL TAXES**

COMPANY shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing services under this AGREEMENT. CLIENT will not:

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

If COMPANY 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 CLIENT. COMPANY shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by CLIENT.

#### **19. EXCLUSIVE AGREEMENT**

This is the entire AGREEMENT between COMPANY and CLIENT. All previous agreements between the parties, if any, whether written or oral, are merged herein and superseded hereby.





*LBM Business Services Inc*



**20. MODIFYING THE AGREEMENT**

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

**21. LIMITED LIABILITY**

This provision allocates the risks under this AGREEMENT between COMPANY and CLIENT. COMPANY's pricing reflects the allocation of risk and limitation of liability specified below. However, COMPANY shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of COMPANY or COMPANY's employees or agents while on CLIENT's premises to the extent such actions or omissions were not caused by CLIENT. CLIENT IS NOT LIABLE FOR COMPANY'S LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF CLIENT HAS BEEN ADVISED BY COMPANY OF THE POSSIBILITY OF SUCH DAMAGES.

**22. NO PARTNERSHIP**

This AGREEMENT does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

By signing in the spaces provided below, the parties hereto have agreed to all the terms and conditions of this AGREEMENT as of the effective date set forth above.

**CLIENT: Making Waves Academy**

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**COMPANY: LBM Business Services, Inc.**

**Date: 05/06/2021**

**By:** Loretta Mc Donald

**Title:** President



*LBM Business Services Inc*



**ATTACHMENT "A"**

**CONFIDENTIALITY AGREEMENT**

COMPANY acknowledges that during the course of performing consulting duties with CLIENT or any of its or their corporate affiliates, COMPANY may have access to certain trade secrets. Such trade secrets include, but are not limited to, contractual agreements, computer software programs, systems documentation and related materials which are of a confidential nature, and which are proprietary either to the client or to the vendor from which the CLIENT has acquired rights of use. COMPANY also acknowledges that, with respect to materials or information that is proprietary to a vendor, the CLIENT may be under an obligation to prevent disclosure of such material to unauthorized persons.

In consideration of the CLIENT entering into or continuing the AGREEMENT whereby COMPANY performs services for the CLIENT, COMPANY agrees to use its best efforts and utmost diligence to guard and protect all such trade secrets with which COMPANY may come in contact while COMPANY is consulting to CLIENT. COMPANY will not, either directly or indirectly, during or after the period COMPANY is consulting to the CLIENT, use for itself or divulge to unauthorized persons any trade secrets, which COMPANY may obtain or develop as a result of COMPANY's consulting for the CLIENT.

**CLIENT: Making Waves Academy**

**Date: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**COMPANY: LBM Business Services, Inc.**

**Date: 05/06/2021**

**By: Loretta Mc Donald**

**Title: President**



*LBM Business Services Inc*

**ATTACHMENT "B"**

**STATEMENT OF WORK**

**COMPANY:** LBM Business Services, Inc.  
**CLIENT:** Making Waves Academy  
**DATE:** May 06, 2021

**COMPANY shall perform the following work:**

1. Application Process: The application process will include the description of services and certification application (Form 470) that requests for proposals, service order and certification (Form 471) evaluation of proposals for services. Then a criteria matrix for all bids is prepared for review, certification to billed entity of compliance with the Children's Internet Protection Act (CIPA) (Form 479), receipt of services confirmation and certification (Form 486), adjustment to funding commitment or modification (Form 500), and billed entity reimbursement (Form 472) and reconciliation of Quarterly Payment Authorization Report.

There are two types of applications Category 1 and Category 2. Category 1 services are telephone and internet services provided by a selected vendor. Category 1 funds are funded first before any funds are approved for Category 2 funds. Category 2 funds may take several months before funds are allocated depending on the Program Integrity Assurance (PIA) review by Universal Service Administrative Company (USAC). PIA review is a compliance audit completed by USAC to ensure compliance is met on all regulatory measures prior to funding.

A five-year budget based on school enrollment is projected for Category 2 funds. This budget is implemented and maintained on an annual basis in the newly legislated E-Rate Productivity Center (EPC) system.

2. Preparation of data input for application forms: Detailed technology needs are determined by number of classrooms, buildings, and employees for infrastructure networking, and cabling will be communicated by the technology administrator and formatted into application data.
3. Program Integrity Assurance Review: USAC completes a review to ensure compliance of the rules and regulations. This review goes through all documents and paperwork before offering a Funding Commitment Decision Letter (FCDL). Once this letter is received the project is approved.
4. Bid Process: The Bid Process (28 day cycle) begins with the submission of the Form 470 (used as a Request for Proposals). LBM Business Services, Inc's responsibilities will be to gather all bid proposals formulate them into the criteria matrix for review by IT Director.

*LBM Business Services Inc*



- 5. Vendor Contract: Coordinate with IT Director regarding the establishment of contracts with vendors once the bid process ends. All contracts must refer to the Form 471 application as to services requested.
- 6. Project Management Monitoring: Collaboration with IT Director and vendors to ensure timelines are met and tasks are completed as warranted by Administration and the project itself.

**CLIENT: Making Waves Academy**

**Date: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**COMPANY: LBM Business Services, Inc.**

**Date: 05/06/2021**

**By: *Loretta Mc Donald***

**Title: President**



*LBM Business Services Inc*



**ATTACHMENT “C**

**COMPENSATION**

**COMPANY:** LBM Business Services, Inc.  
**CLIENT:** Making Waves Academy  
**DATE:** May 06, 2021

The CLIENT shall compensate COMPANY under the following schedule of rates and fees for performing the WORK specified by this AGREEMENT:

**Consultant:** LBM Business Services, Inc  
**Hourly Rate:** N/A  
**Project Cost:** Making Waves Academy - \$14,750.00

**Total Cost: \$14,750.00**

Payments will be made in twelve increments of **\$1,299.17** and due on the 1<sup>st</sup> of each month starting July 1, 2021.

Partial periods of work shall be compensated on a pro-rated basis. Time spent in travel shall not be deemed to be compensable time, unless approved in advance by CLIENT in writing or for WORK actually performed during such travel time.

COMPANY shall be responsible for all expenses incurred while performing services under this AGREEMENT. MWA shall not reimburse COMPANY for any expenses it incurs while performing services under this AGREEMENT unless reimbursement of the expense is approved in writing and signed by an authorized representative of MWA in advance.

**MWA Project Cost:**

Needed Services	Projected Hours	Costs per Application	# of Applications	Total Cost
<b>2019/2020 Follow-up</b>				
Reconciliation of Annual Report (EPC)	Unknown	\$200 per application	2	400.00
<b>2020/2021 Follow-up</b>				
Form 486	4 hours	\$400 per application	2	800.00
Form 479	1.5 hours	\$150 per application	1	150.00
Form 500	2 hours	\$200 per application	1	200.00
PIA Review (Monitoring Process) or Appeal	Unknown	\$200 per application	4	800.00
<b>Application Process 2021/2022</b>				



*LBM Business Services Inc*



Form 470 (Category 1&2)	4 hours	\$400 per application	2	800.00
Form 471 (Category 1&2)	4 hours	\$400 per application	4	1600.00
Attachments 21's (Category 1&2)	4 hours	\$400 per application	8	3,200.00
Preparation of data for application detail	4 hours	\$200 per application	4	800.00
<b>Administrative Planning</b>	80 hours	\$75 per hour		6,000
Bid Process				
RFP Criteria Matrix				
Eligibility Service Review				
Review of Contracts				
Attachment 21 data input preparation				
Collection of Service Provider Bid Proposals				
Administrative meetings				
Vendor Q & A				
Reconciliation of Quarterly Reports				
EPC Data Input (historical Update)				
EPC Annual Budget Adjustments				
Documentation of Program Files				Free
<b>TOTAL PROJECT COSTS:</b>				<b>\$14,750.00</b>

**\* Monthly cost of \$1,229.17 per month**

**CLIENT: Making Waves Academy**

**Date: 05/06/2021**

**By: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**COMPANY: LBM Business Services, Inc.**

**Date: 05/06/2021**

**By: Loretta Mc Donald**

**Title: President**

# Coversheet

## DocuSign Renewal

**Section:** V. Consent Action Items

**Item:** M. DocuSign Renewal

**Purpose:** Vote

**Submitted by:** Damon Edwards

**Related Material:**

Making\_Waves\_Academy\_-\_Renewal\_(2021-06-27)\_DocuSign\_Order\_Form\_FX2\_2021-05-26.pdf

**BACKGROUND:**

Cloud-based tool that enables MWA to send and sign agreements securely from virtually any device.

**RECOMMENDATION:**

Please approve this agreement that has a \$17,537.50 fiscal impact in the 2021/22 school year.



DocuSign, Inc.  
221 Main Street, Suite 1000  
San Francisco, CA 94105

**Offer Valid Through:** Jun 27, 2021

**Prepared By:** Stephen Butler  
**Quote Number:** Q-00604288

## ORDER FORM

### Address Information

**Bill To:**

Making Waves Academy  
4123 Lakeside Drive,  
Richmond, CA, 94806  
United States

**Ship To:**

Making Waves Academy  
4123 Lakeside Drive,  
Richmond, CA, 94806  
United States

**Billing Contact Name:**

Fe Campbell

**Billing Email Address:**

fcampbell@mwacademy.org

**Billing Phone:**

510-779-1423

**Shipping Contact Name:**

Christine Godfrey

**Shipping Email Address:**

cgodfrey@mwacademy.org

**Shipping Phone:**

### Order Details

**Order Start Date:** Jun 27, 2021

**Order End Date:** Jun 26, 2022

**Billing Frequency:** Annual

**Payment Method:** Check

**Payment Terms:** Net 30

**Currency:** USD

### Products

Product Name	Start Date	End Date	Quantity	Net Price
eSignature Business Pro Edition - Envelope Subs.	Jun 27, 2021	Jun 26, 2022	2,335	\$13,000.00
Premier Support	Jun 27, 2021	Jun 26, 2022	1	\$2,287.50
DocuSign Retrieve	Jun 27, 2021	Jun 26, 2022	1	\$2,250.00

**Grand Total: \$17,537.50**

### Product Details

eSignature Envelope Allowance: 2,335

### Overage/Usage Fees



eSignature Business Pro Edition - Envelope Subs. (Per Transaction): \$5.80

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## Order Special Terms

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## Terms & Conditions

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/company/terms-and-conditions/msa-service-schedules>.

In Process

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## Billing Information

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

**Please select Yes or No:**

If yes, please send the required tax exemption documents immediately to [taxexempt@docusign.com](mailto:taxexempt@docusign.com).

Invoices for this order will be emailed automatically from [invoicing@docusign.com](mailto:invoicing@docusign.com). Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

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## Purchase Order Information

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: \$

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**By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.**

**Customer**

Signature:

Name: Damon Edwards  
Job Title: Sr IT Director  
Date:

**DocuSign,  
Inc.**

Signature:

Name: AOA  
Job Title:  
Date:

**In Process**

# Coversheet

## Nob Hill Catering, Inc. Renewal

**Section:** V. Consent Action Items  
**Item:** N. Nob Hill Catering, Inc. Renewal  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:** SCHOOLLUNCHSERVICECONTRACT - MW 21-22 rev1 - Copy (1).pdf

## SCHOOL LUNCH SERVICE CONTRACT (STANDARD)

This agreement is made on May 24, 2021, between **NOB HILL CATERING, INC.**, a California corporation DBA **The LunchMaster**, with its principal place of business at 601 Taylor Way, San Carlos, California 94070 (hereinafter "Nob Hill") and Making Waves Academy Schools (hereinafter "Client"). The location(s) at which service is to be provided pursuant to the terms of this Contract is/are: Making Waves Academy Schools, 4123 Lakeside Drive, Richmond, CA 94806

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### RECITALS

Nob Hill is in the business of providing school lunch services to students and their families. Client is desirous of engaging the services of Nob Hill to provide a school lunch program for the benefit of Client on the terms and conditions set forth herein.

Therefore, in consideration of the mutual promises set forth below, the parties agree as follows:

### AGREEMENT

1. **Term.** The term of this Agreement shall commence on July 2, 2021, and shall continue in full force and effect until June 30, 2022, unless otherwise terminated pursuant to the termination provisions of this Agreement.

A. If the parties desire to renew this contract renewal shall be completed pursuant to the terms of an addendum signed by the parties hereto, which addendum shall be attached to this contract and shall become a part hereof. If Client desires to terminate this contract without cause, notice of intent to terminate shall be given to Nob Hill a minimum of 60 days before the initial termination date or the termination date of any renewed term of this contract. If Client shall desire to terminate this contract for "cause", as defined below, notice of intent to terminate shall be given by Client a minimum of thirty (30) days prior to the initial termination date or the termination date of any renewed term of this contract. Notice of intent to terminate shall be given in the manner set forth in Paragraph 16 below. If the parties renew this contract the pricing grid, attached hereto as Exhibit B, shall be modified and attached to any such addendum from time to time.

B. For purposes of termination as set forth in this Paragraph 1, "cause" shall be defined as the willful failure of any party to this contract to substantially perform any duty allocated to that party under the terms of this contract. Cause may include, but is not limited to, failure to perform the services contracted for by Nob Hill

under the terms of this contract or failure of Client to make payment for services rendered in a reasonable and timely fashion.

2. **Services Provided.** Nob Hill agrees to institute a school lunch program at the facility operated by Client and in connection therewith agrees to provide the following services:

A. Prepare and deliver to students and their parents a nutritious and diversified school lunch menu. This contract shall be applicable to school lunch service to be provided during the regular school year only. If service is desired for a summer session or any extended school session the parties shall enter into a separate agreement applicable thereto. All meals shall be compliant with the requirements of the National School Lunch Program (USDA) meal patterns and minimum requirements. Payment shall not be required with respect to any meal which is not in compliance with the applicable standards.

B.  Prepare and disseminate a method for menu review, ordering and payment online; or

Prepare a method for the school to order meals online on the understanding that the school will be responsible for payment upon invoice.

C.  Prepare and institute a program for identification of students who have ordered and paid for meals in a reasonable and efficient manner to be agreed upon.

D.  Nob Hill agrees to provide Client with access to and a license to use the Nob Hill proprietary point of sale system known as Mazevo. Client understands that in order to successfully implement and use the point-of-sale system Client shall be required to provide a laptop computer for each point-of-sale location with an appropriate internet connection (wifi or wired). In addition, Client will be required to acquire an appropriate bar code scanner for use with the system. In exchange for use of the proprietary point of sale system developed and owned by Nob Hill, Client agrees to pay a  monthly or  annual licensing fee of \$\_\_\_\_\_. If this agreement has been cancelled by either party and Client is no longer receiving meal service provided by Nob Hill, and after termination Client requires Nob Hill to produce documentation necessary for its use in an audit or other procedure, Client agrees to pay a reasonable fee to Nob Hill for retrieval and production of any such requested documentation.

E. Perform such other tasks as may be reasonable and necessary as agreed upon in connection with institution and performance of a school lunch program during the regular school year.

F. Section 104(d) amended Section 12 of the NSLA (42 U.S.C. 1760) to require state funding agencies participating in the National School Lunch Program to purchase for the program, to the extent practicable, domestic commodities or products. For purposes of this provision, the term "domestic food commodity or product" means

agricultural commodities produced in the U.S. and food products processed in the U.S. substantially using agricultural commodities that are produced in the U.S. (over 51% of the processed food comes from American produced products). Nob Hill hereby certifies that the percentage of U.S. content in the products supplied to Client shall be in compliance with this program requirement. Client reserves the right to review vendor purchase records to insure compliance with the buy American provisions. Nob Hill shall comply with the buy American provision for all contracts that involve the purchase of food as required by Title VII, C.F.R., Part 210.21(d).

3. **Delivery, Charges and Billing.**

A. The basic price per meal served and ordered online shall be established pursuant to the Pricing Grid attached hereto and marked as Exhibit B. The prices set forth on the Pricing Grid shall be valid and shall remain in force without change for the entire term of this Agreement as set forth in Paragraph 1 above. Any deviation from the Price Grid set forth on Exhibit A hereto shall be agreed upon in writing signed by both parties.

1.  With respect to basic price meal service and reduced charge meal service ordered and paid online by students or their families, a processing fee of 3% will be added per purchase upon checkout. The processing fee shall be reflected in the sum due and payable upon checkout. A processing fee shall not be charged with respect to free of charge orders.

2.  With respect to basic price meal service and reduced charge meal service paid online by program participants, and as to which payment is processed through a merchant account system resulting in funds being held in a cafeteria account maintained and owned by Client, Nob Hill shall generate an invoice to Client twice monthly, on the first and fifteenth day of each month during the term of the contract. Payment shall be made by Client out of the cafeteria account within 14 days of the date of each such invoice.

B.  All meal service ordered by Client for free of charge or reduced charge meals shall be billed  weekly or  monthly unless otherwise agreed upon by the parties. All invoices received by Client from Nob Hill shall be due and payable within 30 days of the date of the invoice. If all sums due are not received by Nob Hill within 30 days of the invoice date the parties agree that a service charge calculated from the date of billing at the rate of 1.5 % per month shall be paid on all unpaid sums invoiced in addition to the amount originally invoiced. Client shall notify Nob Hill of any discrepancies claimed on any invoice within 5 hours/days of receipt. Upon notification of a discrepancy the parties shall confer and resolve any such discrepancy in a timely manner. This paragraph shall apply to all sums owed by Client to Nob Hill, whether for free of charge or reduced charge meals, or for any other product or service provided by Nob Hill to Client.

C. The Parties shall agree upon the specifics regarding the meals to be served. Attached hereto and marked as Exhibit A is a completed Meal Service Detail

form. The Meal Service Detail set forth therein shall be effective during the term of this contract unless replaced upon written agreement of the parties. Any deviation from the Meal Service Detail set forth on Exhibit A shall be set forth in a written agreement signed by both parties.

D. The prices set forth on Exhibit B shall include those items as agreed upon and set forth on Exhibit B. Only those specifically described items shall be offered at the price set forth. Any additional items requested shall be subject to separate charges and billing.

E. Client shall advise its Nob Hill account representative of any change in Client's scheduling which may impact meal delivery, including but not limited to dates of service and time of delivery, a minimum of 14 calendar days in advance of any such scheduling change. If Client is not aware of scheduling changes within sufficient time to give the notice required in this paragraph, Client shall give notice of the change immediately, upon said information becoming available to Client, no later than 4 p.m. on the date that the client becomes aware of the change. Nob Hill shall use its best efforts to accommodate client with respect to schedule changes. If notice of a schedule change is given in an untimely manner, and Nob Hill is unable to cancel, Client shall pay all fees associated with any such order. Notice shall be given by email and pursuant to the provisions of Paragraph 16 below.

F. Each meal delivery shall be accompanied by an assortment of beverage items, to include milk, in such a manner that there shall be one beverage available for program participants for whom a meal is provided. The beverage items shall be in the form of an assortment of the items available on each delivery date. Therefore, there can be no guarantee that everyone will receive his or her preferred beverage item on each delivery date. With respect to free of charge or reduced charge meals, it is understood that due to applicable regulations milk shall be supplied as the sole available beverage.

G. Nob Hill shall provide standard utensils and condiments for use with menu items as is appropriate. A maximum of two condiment packages per meal item ordered shall be provided. Client may order additional condiments other than the standard condiments made available with each delivery to be held in inventory by Client. Any such additional condiments as are, from time to time, available shall be billed separately. A list of items available shall be set forth on Nob Hill's website and shall be ordered through the supply order form as set forth on the Nob Hill website. Client agrees to assist Nob Hill to ensure that only individuals ordering meals shall use utensils and condiments provided on each delivery date.

H. It is the policy of Nob Hill to provide meals in excess of the number ordered by Client in order to be certain that there is no "shortage" of meals as a result of a clerical error, additional need and the like. Client agrees, however, that any extra meals consumed by Client or its representatives, in excess of those meals actually ordered, shall be billed at the price set forth in Exhibit B. Those program participants who have authorized students to receive an extra meal shall receive one of the extra

meals. As to any client using a "drop off" service, the school shall be responsible for tracking the identity of any student who shall have received an extra meal. Nob Hill shall provide appropriate documentation for reporting the identity of the student who has received any extra meal. Upon request, Nob Hill shall provide shelf stable meals. Client shall be invoiced for shelf stable meals upon order pursuant to the applicable billing procedures then in effect. If there shall be food items remaining on site after all meals ordered are served, said food items shall be returned to Nob Hill and shall be re-inventoried or disposed of as is appropriate. It shall be the responsibility of Client to advise school personnel and volunteers that "extras" are available for consumption only upon payment therefore. **WITH RESPECT TO SCHOOLS THAT ORDER MEALS DIRECTLY FROM NOB HILL WITHOUT THE PARTICIPATION OF STUDENTS OR THEIR FAMILIES PURSUANT TO NO COST OR REDUCED COST MEAL PROGRAMS, IT IS UNDERSTOOD THAT ONLY THE NUMBER OF MEALS ORDERED WILL BE PROVIDED AND THAT THE PROVISIONS OF THIS PARAGRAPH REGARDING EXTRA MEALS ARE NOT APPLICABLE.**

I. If Client or any school associated with Client shall fail to confirm the quantity of items presented for distribution, Nob Hill shall not be responsible for shortages, it being the understanding of the parties that the final responsibility for check in and confirmation of quantity of items delivered lies with client or schools associated with client. Client shall report any shortages immediately to Nob Hill (Lunch Master) corporate office before the delivery driver leaves the delivery location. Nob Hill shall attempt to deliver any missing items before meal service. If missing items are not delivered before the time set for meal service, Client will be invoiced only for complete meals served to students and shall not be invoiced for incomplete meals. If Client shall fail to notify Nob Hill of missing items or incomplete meals, allowing Nob Hill the opportunity to correct any delivery errors, Nob Hill shall not be responsible for any steps taken by client to rectify any such error.

J. With respect to Nob Hill owned equipment remaining on site overnight or on weekends, Client agrees that all such Nob Hill owned equipment necessary to provide the school lunch service shall be stored at a reasonably safe location on the school premises. Client shall undertake reasonable precautions to ensure that Nob Hill owned equipment shall be safe from theft, damage or other loss. Client staff and volunteers shall undertake reasonable steps to protect the Nob Hill owned equipment used in drop off deliveries, including placing switches in the "off" position upon termination of usage. The cost of repair or replacement (if repair is not possible) to Nob Hill equipment as a result of a lack of reasonable care in the use or storage of said equipment shall be reimbursed to Nob Hill by client upon presentation of documentation reasonably establishing the cost of repair or replacement of any such equipment. A list of Nob Hill owned property or equipment located at each delivery premise shall be attached to this agreement.

K. Nob Hill recognizes that school lunch programs at schools operate in different and unique ways. If Client is operating a school lunch program staffed by volunteers at which Nob Hill provides only a "drop off" service, Nob Hill shall provide Client with training materials appropriate for use by volunteers with respect to



appropriate and healthy food distribution methods. If Client has elected to contract for Nob Hill to provide a server in connection with the food distribution service as set forth in the Meal Service Detail (Exhibit A), it is understood that the assistance of volunteers with respect to meal distribution shall not be necessary. If Nob Hill undertakes the task of meal distribution pursuant to the terms of the contract with Client, Nob Hill shall be solely responsible for the distribution of meals to those for whom a meal has been delivered.

4. **Payment.**

A.  It is understood that the basic price meal service shall be paid directly by students or their parents or guardians and that a means of billing and paying for said meals shall be instituted, online, to the reasonable satisfaction of Nob Hill and Client. Specific procedures for posting of the menu, ordering and payment shall be agreed upon by the parties and shall be implemented by Nob Hill.

B. With respect to free of charge or reduced price meal program participants, it is understood that client may place meal orders directly on behalf of those participants or Client may allow the option to the families participating in the free of charge or reduced price meal program to order online. Nob Hill and Client shall separately agree upon a protocol which may be reasonably made available to Client and its students for meal selection. Client shall be responsible for payment for all meals ordered under the free of charge or reduced price meal program to the extent that students participating in any program do not complete payment in full in a timely fashion.

C.  In order to facilitate payment owed by Client or students, Client and Nob Hill agree to cooperate with respect to creation of a merchant account payment system. Nob Hill shall assist Client in creation and implementation of a merchant account system. Client shall be responsible for payment of all fees necessary to maintain the merchant account. Client understands that it shall be necessary to commence the process of creation of a merchant account within a sufficient time before the date upon which lunch service shall commence under the terms of this contract in order to allow the merchant account to be up and running upon the commencement of service. Client understands that if the merchant account service is not created in a timely fashion Client may technically be out of compliance with the rules and regulations applicable to operation of the school lunch program. To the extent that the failure of Client to timely create and implement the merchant account system is as a result of failure of Client to timely create the account, Nob Hill shall not be responsible for any of the results accruing therefrom.

D. It is understood that from time to time Nob Hill will issue meal credits to program participants as a result of meal service cancellation by participants as described in this agreement. All such meal service credits shall be used during the school year in which they were generated. Meal credits shall not be carried over from one school year to the following school year without a separate written agreement between the parties to that effect. Within 30 days of the termination of each school year during which this contract is in effect, Nob Hill shall create and present to the client a reconciliation

regarding the issuance of meal credits and the subsequent use of those meal credits. With respect to any unused meal credits, all funds held by Client in its cafeteria account or in any other manner which are applicable to unused meal credits shall be paid to and shall become the property of Nob Hill immediately upon presentation of a reconciliation setting forth, in reasonable detail, a determination of the unused credits and the sum due as a result thereof.

5. **Party Representatives.**

A. Client shall designate a site contact person who shall be the primary point of contact between Nob Hill and Client with respect to all issues related to this contract. The initial site contact person designated by Client is **Roger Marionneaux**, whose job title is **Lead Food Service Coordinator**. The contact information for the initial site contact person is: [rmarionneaux@mwacademy.org](mailto:rmarionneaux@mwacademy.org) (510)-262-1511(insert telephone number and email address). Client may change the identity of the contact person pursuant to notice given as set forth in Paragraph 16 below.

B. Nob Hill shall designate an account representative responsible for administration of the school account. The initial Nob Hill account representative shall be **Mike Giouzelis**. Nob Hill may change the identity of the contact person pursuant to notice given as set forth in Paragraph 16 below.

C. To facilitate operation of the lunch service program and prompt and satisfactory resolution of problems, all issues regarding the subject matter of this contract, including but not limited to the meal service provided, shall be reported by the Client primary contact person to the Nob Hill account representative as soon as is reasonably practical under the circumstances in order to facilitate prompt and satisfactory resolution of issues that may arise. The primary method of communication shall be email. If telephone contact is made, email contact shall follow. All issues shall be resolved, to the extent reasonably possible, using email.

D. [ ✓ ] The parties acknowledge and agree that during the term of this agreement, it will be necessary for Client to correspond with parents, guardians or other users or potential users of the school lunch services. Client agrees that Client will provide to Nob Hill a copy of any and all correspondence to parents, guardians or any other user or potential user of the school lunch service, regardless of the purpose of issuing such correspondence or the method of delivery. For purposes of this paragraph, “correspondence” shall include letters, notifications, flyers, inclusion in newsletters or any other form of communication directed to parents, guardians, users or potential users of the school lunch service whether by hard copy, electronic or other delivery methods.

6. **Termination By Client or Nob Hill.**

A. If Client desires to terminate this Agreement for the convenience of client, and without cause, Client shall give a minimum of sixty days' notice of termination. Notice shall be given in the manner described in Paragraph 16 below. If Client desires to terminate this contract for cause, as defined in Paragraph 2.B above, Client shall give 30 days' notice of termination. Notice shall be given in the manner described in Paragraph 16 below, and should include a description of the "cause" relied upon.

B. If this contract is terminated by Client pursuant to the provisions of Paragraph 6.A above, Client agrees that timely notification to parents or other users of the service shall be given. Any such notification shall notify those individuals required to be notified of the termination of the service and the effective date of termination, along with such other information regarding any new service as shall be required. Any such notification shall refrain from discussing motivational reasons for termination of the service and shall advise the parents or other users that service by Nob Hill will continue through the date of termination unless the parties have agreed, in writing, to the contrary. In the event of termination, the parties shall cooperate, to the extent reasonably possible, with respect to transition to such other provider as may be selected by Client.

C. For the period between the receipt of notification of termination pursuant to Paragraph 6.A above, and the termination date, Client agrees that orders placed with Nob Hill shall continue for the duration of this contract. A minimum number of meals for delivery on each delivery date shall be established as set forth in this paragraph. The minimum number of meals shall be calculated by a determination of the average number of meals delivered by Nob Hill to Client on each delivery date for the sixty days preceding notice of termination. Upon calculation of said average number of meals delivered, the minimum number of meals to be delivered after notice of termination and before the date of termination shall be 90% of said average number of meals delivered. If meals ordered for delivery to Client shall fall below the minimum established pursuant to this paragraph for three dates, Nob Hill may, at its option, terminate service to Client on ten days' notice of termination given pursuant to Paragraph 16 below or Nob Hill may elect to continue service until the termination date.

D. If Client has not terminated this agreement pursuant to Paragraph 6. A. above, Nob Hill reserves the right to terminate this agreement for its convenience and without a showing of good cause. If service is terminated pursuant to the terms of this agreement, Nob Hill shall give a minimum of 30 days written notice of termination in the manner described in Paragraph 16 below. Any such notice shall specify the last day of service under this contract.

E. If Nob Hill has not received payment of any charges invoiced pursuant to paragraph 3. B. within 60 days of the date of the original invoice, including payment of any applicable service charge, Nob Hill reserves the right, at its option, to terminate service under this contract. Nob Hill shall give a minimum of 30 days' notice of its election to terminate service under this paragraph. Notice shall be given pursuant to Paragraph 16 below. Any such notice shall specify the last date of service under the terms of this contract.

7. **Food Quality Standards.**

A. In performing the services required under this agreement, Nob Hill shall comply with all applicable federal, state, county and city statutes, ordinances and regulations. In addition, Nob Hill shall comply with all applicable health, safety and food handling codes and regulations.

B. Client and Nob Hill agree that stockpiling or storage of food made available for service on any given day is inappropriate. All food should be consumed on the date of delivery (with the exception of breakfast items which are delivered on the day prior to the date of consumption) or returned to Nob Hill for restocking, storage or disposal. Client agrees not to serve any student with an item of food not provided on the date of delivery and Client agrees that Nob Hill shall not be liable for any complaints, injuries or damages arising out of serving of stockpiled or previously delivered food items.

C. Attached hereto and marked as Exhibit A is a list of all items which shall be provided with each meal. Exhibit A includes a list of items which shall be included with standard meals and a list of items provided with each free or reduced price meal.

8. **Field Trip Requirements.** Each customer, whether the customer be an individual student or client, shall be responsible for cancelling meal orders resulting from absence of students from the school location due to field trips. Cancellation of meals ordered as a result of field trip requirements shall be completed online pursuant to the current ordering and cancellation deadline as set forth on the Nob Hill website. With respect to schools ordering directly on behalf of students the school shall be responsible for notifying and clarifying to Nob Hill any adjustment of meals needed as a result of scheduled field trips.

9. **Client Responsibilities.**

A. In consideration of the services provided by Nob Hill, Client agrees to retain Nob Hill as its exclusive meal service provider during each service date agreed to herein. This covenant shall not require Client to use the services of Nob Hill with respect to special events scheduled from time to time by Client and shall be effective only with respect to meal services for the days upon which Nob Hill is contracted to provide meal service. School holidays and teacher conference days are excluded from this exclusivity covenant.

B. Client shall distribute all communications regarding services from Nob Hill in accordance with Client's standard process of distributing communications to the families of students.

C. Client shall allow Nob Hill to attend and participate in regularly scheduled school events associated with familiarizing families with the services available

through Client and schools operated by Client, including but not limited to Back to School Night, parent teacher conference days, registration days and other promotional activities. In order to promote success of the program, Client and Nob Hill agree to cooperate with respect to promotion of student participation in the school lunch program.

D. Unless to do so is in violation of applicable rules and regulations, Client authorizes Nob Hill to communicate directly with students and families of students who are using the services provided by Nob Hill in order to efficiently administer the school lunch program. Client agrees that an introduction to the school lunch program and ordering instructions shall be included on the school website.

E.  By checking the box adjacent hereto, Client agrees to provide an electronic copy of any related school logo or mascot to Nob Hill. Client hereby grants Nob Hill a non-exclusive license to use or display its logo or mascot, without limitation, on the website operated by Nob Hill and in any and all communications prepared or distributed by Nob Hill in connection with this Agreement.

F. Client acknowledges and agrees that all trademarks, copyrights, patents and other intellectual property owned by Nob Hill and its subsidiaries or affiliated companies, inclusive of the name and representative logos, may not be used without the written consent of Nob Hill for any purpose, including school printed publications, signage, online content or in any other manner.

10. **Force Majeure.** Neither party hereto shall be liable for any delay or failure in its performance under this contract caused by events beyond the control of the parties, including but not limited to acts of terrorism, war, riots, labor strikes, interruption of utility services, fires, floods, earthquakes, pandemics, and other natural disasters and medical circumstances. The Parties understand that this shall include delays in delivery related to unanticipated traffic conditions, road closures, extreme weather conditions, fires, and unanticipated general medical conditions. Client or ordering party shall remain responsible for payment for all meals not cancelled pursuant to the Nob Hill standard cancellation policy in effect upon the date of cancellation as posted on the Nob Hill website.

11. **Entire Agreement.** This contract and all exhibits hereto contain the entire agreement between the parties with respect to the subject of this contract, and each party acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party except the covenants and agreements embodied in this contract. Any agreement, statement or promise not contained in this contract shall not be valid or binding between the parties with respect to the subject of this contract, except for a subsequent written modification signed by the party to be charged.

12. **Amendment.** This contract may be amended or modified at any time with respect to any provisions by a written instrument executed by Nob Hill and Client.

13. **Non-Assignment.** Neither party may assign or transfer this agreement, in whole or in part, without the prior written consent of the other party.

14. **Attorney Fees.** If any legal action is brought to enforce or interpret the provisions of this contract, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party. These fees, which may be set by the court in the same action or in a separate action brought for that purpose, are in addition to any other relief to which the prevailing party may be entitled.

15. **Dispute Resolution.**

A. **Mediation.** The parties hereby agree that any dispute between the parties hereto arising out of or related to the subject matter of this Agreement or services to be provided pursuant to this Agreement shall be subject to non-binding mediation prior to implementation of any other dispute resolution process. The mediator shall be a retired judge or practicing attorney to be agreed upon by the parties. Mediation shall be held in San Mateo County, California. The cost mediation shall be borne by the parties equally. The parties agree that all individuals or entities necessary for resolution of any such dispute shall participate in the mediation process, including but not limited to party principals, insurers, consultants, agents, contractors and subcontractors as is necessary. If the dispute is not resolved by mediation, each party shall thereafter be free to commence litigation or other dispute resolution process at the party's discretion. If a court of competent jurisdiction shall determine that any party hereto shall have failed to adequately and meaningfully participate in the mediation process prior to commencement of litigation or other dispute resolution, said finder of fact shall be empowered to deny attorney's fee to a non-participating party that would otherwise have been entitled to an award of attorney's fees.

B. By initialing below, the parties hereby irrevocably and unconditionally agree that all disputes arising out of or related to the subject matter of this Agreement or related to the services to be provided pursuant to this Agreement shall be resolved pursuant to binding arbitration proceedings. Arbitration proceedings shall be conducted by a single neutral arbitrator to be agreed upon by the parties. If the parties are unable to agree upon the identity of a single neutral arbitrator within thirty days of a demand for arbitration by any party hereto, said arbitrator shall be appointed by the presiding judge of the San Mateo County, California Superior Court or his designee. Arbitration proceedings shall be conducted pursuant to the provisions of the California Arbitration Act, Code of Civil Procedure Section 1280 and following. Discovery shall be allowed as described in the California Arbitration Act. The award of an arbitrator shall be final and binding and subject only to such collateral attack as shall be allowed pursuant to the terms of the California Arbitration Act. The award of an arbitrator may be entered as a judgment in any court of competent jurisdiction.

Nob Hill Initials: \_\_\_\_\_  
Client Initials: \_\_\_\_\_

C. **Exclusive jurisdiction and venue** with respect to all dispute resolution matters arising out of or related to this contract or related to the services to be provided pursuant to the terms of this Agreement shall lie in the courts of the State of



California in and for the County of San Mateo. The parties agree that the courts in and for the County of San Mateo are convenient to the parties. Arbitration proceedings commenced pursuant to this Agreement shall be held in San Mateo County, California.

D. This contract shall be governed by and construed in accordance with the laws of California.

16. **Notices.** Any notice required or permitted to be given under this contract shall be written, and may be given by personal delivery or by registered or certified mail, first class postage prepaid, return receipt requested. Notice shall be deemed given upon actual receipt in the case of personal deliver or upon delivery to the United States Post Office for mailing. Mailed notices shall be addressed as follows. Each party may change address by written notice in accordance with this paragraph.

To Nob Hill:                   601 Taylor Way  
San Carlos, CA 94070  
Email: [mike@nobhillcatering.com](mailto:mike@nobhillcatering.com)

To Client:                    Making Waves Academy Schools  
4123 Lakeside Dr., Richmond, CA 94806  
Email: [rmarionneaux@mwacademy.org](mailto:rmarionneaux@mwacademy.org)

17. **Insurance.** During the term of this agreement Nob Hill shall keep and maintain in place the following insurance:

A. Commercial general liability insurance, including bodily injury and property damage as follows:

**\$10,000,000 Aggregate Limit**  
**\$9,000,000 Per Occurrence Limit**  
**\$50,000 Fire Damage**  
**\$0 Medical Expense**  
**\$9,000,000 Personal & Adv. Injury**  
**\$10,000,000 Products/Completed Operations Aggregate**

B. Worker's compensation insurance in accordance with the laws of the State of California with a statutory policy limit of \$1,000,000.00 per accident.

C. Commercial automobile liability insurance for all owned, non-owned and hired automobiles with a \$1,000,000.00 combined single limit.

D. Upon request, Nob Hill shall provide certificates of insurance to Client evidencing each of the coverages outlined above.

18. **Indemnification and Hold Harmless.**

A. Nob Hill shall indemnify and hold Client and its administrators, agents and employees harmless from and against all liability, loss, damage and expense, including reasonable attorney's fees, arising out of or resulting from the obligations of Nob Hill pursuant to the terms of this agreement to the extent that any such loss, expense, damage or liability was legally caused by the negligence, intentional act or willful act or omission of Nob Hill, including without limitation its agents, employees or others employed by Nob Hill directly or indirectly. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to Nob Hill by an indemnified party. Counsel shall be reasonably selected by Nob Hill or its insurance carriers in the reasonable discretion of Nob Hill or its insurance carriers.

B. Client shall indemnify and hold Nob Hill and its administrators, agents and employees harmless from and against all liability, loss, damage and expense, including reasonable attorney's fees, arising out of or resulting from the obligations of Client pursuant to the terms of this agreement to the extent that any such loss, expense, damage or liability was legally caused by the negligence, intentional act or willful act or omission of Client, including without limitation its agents, employees or others employed by Client directly or indirectly. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to Client by an indemnified party. Counsel shall be reasonably selected by Client or its insurance carriers in the reasonable discretion of Client or its insurance carriers.



19. **Incentive Program.** Nob Hill offers a fundraising program, the terms and conditions of which are described on Exhibit C hereto. If School desires to participate in said fundraising program, the parties shall sign Exhibit C signifying that each of the parties agrees to the terms and conditions set forth thereon.

Dated: \_\_\_\_\_

NOB HILL CATERING, INC.

\_\_\_\_\_  
By:

Dated: \_\_\_\_\_

MAKING WAVES ACADEMY  
SCHOOLS

\_\_\_\_\_  
By:

**EXHIBIT A  
MEAL SERVICE DETAIL**

1. Ingredients that may not be used within reasonable capability of Nob Hill (Nob Hill is a nut free facility):

Client Initials: \_\_\_\_\_

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2. Beverage service (Unless otherwise noted, beverage service shall include an assortment of 1% milk, non-fat milk, non-fat chocolate milk, 100% fruit juice and bottled water):

We will provide 1% milk, non-fat chocolate.

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3. Special meals or medically accommodative meals shall be provided for program participants upon receipt of a medical statement (Form CNP 925) as is reasonably necessary and as described on the medical statement.

4. Service shall be provided Monday through Friday unless noted below:

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5. The time upon which the first meal service shall begin and the time at which meal service shall be completed:

First lunch meal service: 11:10, Meal service ends: 1 p.m.

6. Upon agreement between Nob Hill and meal server, meal servers may be paid in meal credits. Volunteers shall earn \_\_\_ credits per volunteer service shift:

[ ] Yes      [ ✓ ] No

7. Client desires to provide paid meal servers. This service requires Client to order a minimum order of \_\_\_\_\_ meals per day. If Client does not meet the minimum order requirement for 21 consecutive service dates, the paid meal server service shall terminate and service there after shall be on a "drop off" basis. The date upon which the change from server provided to drop off service shall be provided to Client by notice as provided in Paragraph 16.

Yes       No

8. Labeled Meals:

All meals shall be labeled. The cost of labeling shall be as set forth on Exhibit B (Pricing Grid). Client will receive a master list setting forth each student's name identifying the meal ordered in order to assist in meal distribution. If Client desires to accept this option, mark "Yes" below. If Client declines this option, mark "No" below.

Yes       No

9. Meal Tickets:

Meal tickets shall be provided for each meal. The cost of meal ticker service shall be as set forth on Exhibit B (Pricing Grid). If Client desires to accept this option, mark "Yes" below. If Client declines this option, mark "No" below.

Yes       No

10. Field trip:

See Paragraph 8.

11. Cancellation and refund policy:

A.      Pre-ordered and pre-paid meals may be canceled in exchange for future LunchMaster account credit subject to the policy set forth in this paragraph. In order to receive full credit, cancellation shall occur on or before \_\_\_\_p.m. on the \_\_\_\_ day prior to meal service. Cancellations received between \_\_\_\_p.m. on the day preceding service and 7:00a.m. on the date of service shall receive 50% credit. No credit will be given for meals canceled after 7:00a.m. on the date of service. All meals credited on the LunchMaster account shall remain on the account for use with respect to future meal orders. **NO CASH REFUNDS WILL BE PAID.**

B.      With respect to clients who order service directly from Nob Hill, whether said meal service be basic price, reduced charge, or free or charge, all cancellations or modifications of service requested shall be received by Nob Hill no later than 5:00p.m. on the Tuesday before the week during which delivery is to be made. No cancellations or modifications of Client ordered meal service shall be accepted after 5:00p.m. on the Tuesday before the week during which service is to be completed.

**EXHIBIT B  
PRICING GRID**

<b>Meal Type</b>	<b>Cost per meal</b>
Breakfast	\$1.90
Lunch	\$3.00
Snack	\$0.81
Field Trip Lunch	\$3.00
Shelf Stable Lunch	\$3.50

**Supplies & Condiments delivered each day of service at no additional cost:**

Ketchup  
Mustard  
Mayonnaise  
Taco Sauce  
Soy sauce  
Ranch  
BBQ sauce  
Tajin

Spork packet (includes spork, napkin and straw)  
Tongs

**Supplies & Condiments available for an additional cost:**

Trays / Boats  
Tapatio  
Cholula Sauce

Clorox Wipes (strictly dependent on availability)  
Gloves (strictly dependent on availability)

Supplies, Condiments, Field Trip Lunches and shelf stable meals as well as current pricing for billable items is available here: <https://lunchmaster.wixsite.com/lmforms>

# Coversheet

## Cisco Smartnet Renewal

**Section:** V. Consent Action Items  
**Item:** O. Cisco Smartnet Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards

**Related Material:**

Missing Serial Numbers Making Waves Academy SMARTnet Renewal Quote 241789384 thru 6-30-22.pdf

**BACKGROUND:**

Cisco Smartnet support contracts provide technical and hardware warranty support for all network and firewall equipment utilized across the MWA campus.

**RECOMMENDATION:**

Please approve this proposal that has a \$45,101.10 fiscal impact in the 2021/22 school year.

**SMARTnet RENEWAL QUOTE FOR MAKING WAVES ACADEMY  
EFFECTIVE COVERAGE CO-TERMED THROUGH JUNE 30, 2022**



CDW  
Account Manager: Austin Ror

**Please Note: This Quote is valid until August 06, 2021**

Quotes Generated On: June 08, 2021

(312) 547-2890 phone

*CDW Proprietary and Confidential*

Contract Type	Contract	Quote	Service Description	Annual Cost	Prorated Cost	Discounted Cost
SNT	95717841	241789384	8x5xNext Business Day	\$ 42,334.72	\$ 44,347.20	\$ 21,286.72
SNTP	95717841	241789384	Premium 24x7x4	\$ 4,251.96	\$ 4,251.96	\$ 2,040.94
ECMUS	203636385	241789384	ECMUS	\$ 120.00	\$ 80.22	\$ 38.51
FTDMI	201797644	241789384	Subscription FTDMI	\$ 48,600.00	\$ 45,281.10	\$ 21,734.93

**Total:** \$ 95,306.68 **\$ 45,101.10**

**Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless specifically stated). This quote excludes sales tax (unless specifically stated).**

### Acceptance of Terms and Conditions of Sales and Services

By ordering or accepting delivery of Products from Seller or by engaging Seller to perform or to procure Services on behalf of Customer, Customer thereby signifies its agreement with Seller: (i) The terms and conditions provided on this link apply: <http://www.cdw.com/content/terms-conditions/default.aspx>, except if there is an effective written agreement between the parties applicable to the Transaction, then the terms and conditions governing the Transaction are those contained in such effective written agreement; and (ii) that if Customer delivers or conveys to Seller by any means: (a) any additional terms or conditions; or (b) any terms or conditions that differ in any respect, material or otherwise, from those governing the Transaction, then such terms or conditions will be null and void unless accepted in a writing

**executed by the authorized signatories of both parties.**

nero (Y414)



# Coversheet

## SchoolMint Agreement for WCC Enrollment Module

**Section:** V. Consent Action Items  
**Item:** P. SchoolMint Agreement for WCC Enrollment Module  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:**  
17063 - Making Waves Academy - SchoolMint MultApply Renewal 2021.pdf

**BACKGROUND:**

SchoolMint is an online enrollment and communication platform, working with public, charters and private schools, to make the enrollment and lottery process for parents easier.

**RECOMMENDATION:**

Please approve this agreement that has a \$5,534.00 fiscal impact in the 2021/22 school year.



# Renewal Notice for Making Waves MultApply: Enroll WCC

**Created by:**

Liz Deustua  
SchoolMint, Inc.

**Prepared for:**

Alton Nelson  
Making Waves



## Renewal Proforma Invoice for Making Waves

We appreciate your loyalty as a SchoolMint customer and look forward to continuing to provide SchoolMint products and services to support your enrollment and behavior practices. Please review this notification for accuracy and notify us regarding any enrollment changes planned for the upcoming school year.

This Proforma Invoice is entered into by **SchoolMint, Inc.** ("SchoolMint") and Making Waves ("Customer") as of 2021-06-05 pursuant to the terms of the initial Master Service Agreement (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Proforma Invoice. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect.

This Order Form shall remain in effect until 2022-06-04 ("Subscription End Date") unless earlier terminated in accordance with the Agreement. By signing below, customer agrees to receive an invoice for the subscription period based on the details of this notification. Should there be specific invoice date or purchase order requirements, please notify us when signing this notification, otherwise you will receive an invoice immediately upon signing.

**To avoid service interruption, please return this signed renewal notification ASAP**

**\*\* If a purchase order is required, please submit a copy along with this signed notification. \*\***

At the end of each initial Subscription Term and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services by up to 5% and will notify Client of such increase prior to each renewal.

	Quantity
# of Sites	2
Subscription Term	2021-06-05 - 2022-06-04

Name	QTY	Subtotal	Price
MultApply - App & Lottery	1	\$5,534.00	\$5,534.00

**Total                      \$5,534.00**

Thank you for being a loyal SchoolMint, Inc. customer!

For support related to your MultApply license, you can reach out to your MultApply Management Organization.

**LICENSE LIMITATIONS AND FEES**

\*Text messaging sufficient to meet the needs of most organizations is included in your license, based on contract value. An allotment of voice calls is also included for customers purchasing a voice call license. If necessary for higher levels of usage, additional packages of messages or calls can be purchased through SchoolMint. See more details here: [SchoolMint Text Messaging Terms](#)

**Rate Schedule:**

The following is a schedule of rates for additional services.

Type	Description	Hourly Rate
<b>Account Service</b>	Account service from Customer Success Manager including project management, site configuration, solution consultation, preparation and delivery of training, etc.	<b>\$150</b>
<b>Data Entry</b>	Basic data entry including creation of additional online forms, entry of language translations, etc.	<b>\$100</b>
<b>Professional Services Engineering</b>	Data import/export work including polygon ingestion for catchment areas, creation of custom reports, generation of imports, additional SIS mapping work, etc.	<b>\$150</b>
<b>Engineering &amp; Customization</b>	Any custom request requiring product and/or engineering involvement; includes specification gathering, design, development & testing of custom work	<b>\$250</b>

Accepted and agreed by the authorized representative of each party:

Making Waves

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Thank you for being a loyal SchoolMint, Inc. customer!

**Payment Options**

Payments can also be made by bank transfer to:

**Bank Name:** Webster Bank

**Bank Holder:** SchoolMint, Inc.

**Account No.:** 23135570

**ABA/Routing #:** 211170101

Please make all checks payable to

SchoolMint, Inc.

18520 NW 67 Avenue, #227

Miami, FL 33015

**Terms:** Net 30 days

Credit Card Payments subject to 3.5% convenience fee

Please call 305-749-1891, Option 1

Thank you for being a loyal SchoolMint, Inc. customer!



**Licensee Information Sheet**

(Please submit a completed copy with the Contract)

**Main Contact (Contract signer):**

**Name:**

**Phone:**

**Email address:**

**Invoicing Contact:**

**Bill to Company Name:**

**Email address:**

**Address:**

**Phone Number:**

**Customer Notes:**

\*\*If your organization is participant in a Co-Op, please let us know here!

Thank you for being a loyal SchoolMint, Inc. customer!

1100 Bertran Powered by BoardOnTrack, LA 70506

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## MASTER SERVICE AS A SOFTWARE AGREEMENT

This Software as a Service Agreement ("Agreement") is entered into by SchoolMint, Inc. with a primary place of business at 564 Market St. Suite 500 San Francisco, CA 94104 ("SchoolMint") and Making Waves Academy Schools located at 4123 Lakeside Dr., Richmond, CA 94806 ("Licensee") as of 2020-06-05 ("Effective Date"). The parties hereby agree as follows:

### 1. DEFINITIONS

- a. "Additional Licenses" means licenses that may be procured during the Term in addition to the initial licenses as set forth in an Order Form.
- b. "Enterprise Support. If set forth in an Order Form, Enterprise Support includes Standard Support plus telephone support and a dedicated support liaison.
- c. "Licensee Content" means any original content submitted by Licensee through use of the Services, or content that has been collected from other sources and provided by Licensee. "Licensee Content" may include but is not limited to electronic data or information in any format including text, images, video, audio, or other media file.
- d. "Malicious Code" means any computer code, file or program that is designed or intended to scrape the website, disrupt, damage, limit, do harm to or otherwise interfere with the computer system of another or compromise the Services. Malicious Code may include but is not limited to: viruses, Trojan horses or worms.
- e. "Named User(s)" means an employee, contractor or agent of Licensee as well as School Administrators residing working at Making Waves Academy authorized to use the Services on behalf of Licensee by submitting a username and password.
- f. "Order Form" means a document referencing this Agreement in which the business terms of an arrangement are sufficiently detailed such that SchoolMint can fulfill the order.
- g. "Services" shall mean the software as a service, including any underlying technology offered by SchoolMint to Licensee as a hosted solution in accordance with this Agreement. "Services" includes any modifications or corrections provided as part of Standard Support or Enterprise Support, Additional Licenses and Additional Features (as applicable).
- h. "Enrollment System" mean internet-based accounts and system created by SchoolMint to manage admissions and parent-school communication.
- i. "Standard Support" means the standard maintenance and technical support provided by SchoolMint in connection with the Services, which is expressly limited to online chat and email support.
- j. "Term" means the subscription term as set forth in an Order Form.

### 2. USE OF SERVICES

- a. License. SchoolMint hereby grants to Making Waves Academy, non-exclusive, worldwide, and non-transferable license to access and use the Services on a subscription basis during the Term, for accepting applications for Making Waves Academy,, in accordance with any limitations herein and as set forth in an Order Form.
- b. License Restrictions. Licensee shall not, nor shall it permit others to: (i) reverse engineer, decompile or otherwise seek to obtain the source code to the Services; (ii) copy or modify the Services, or create derivative works; (iii) use the Services other than for Making Waves Academy; (iv) rent, sell, provide access to, distribute, license or sublicense the Services to a third party as a service bureau; or (v) violate the terms of any third party agreement in using or submitting Licensee Content.
- c. Usage Limitations. Services are subject to the usage limits set forth in an Order Form. Licensee is responsible for any and all actions taken using Licensee's accounts and passwords, and for Named Users' compliance with this Agreement. Enrollment System is configured by Licensee and may be changed at any time during the Term, up to the specified limits. Licensee grants SchoolMint the right to access designated Enrollment System on its behalf and, where required, it shall provide SchoolMint the appropriate credentials to do so. If a provider of the Enrollment System Account terminates Licensee's account or makes SchoolMint's access to such Student Enrollment System inoperable, SchoolMint reserves the right to cease providing access to that Enrollment Account and Licensee may re-configure the Services accordingly.

d. Licensee Conduct. In using the Services, Licensee agrees to the following: (i) Licensee shall not incorporate into or otherwise transmit through the Services any Licensee Content that violates or infringes the rights of others, including without limitation any material that: (A) may be abusive, indecent, threatening, obscene, harassing, violent, defamatory, libelous, fraudulent, or otherwise objectionable; (B) encourages or otherwise promotes conduct that would constitute a criminal offense or give rise to civil liability; (C) impersonates any person or entity or that otherwise misrepresents Licensee's affiliation with a person or entity; (D) contains Malicious Code; (E) is in violation of the CAN-SPAM Act or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications, or the transmission of emails to an individual or entity with which Licensee has no preexisting relationship; (F) includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable would consider private in nature, (G) violates any privacy, intellectual property or proprietary right of another; (H) is pornographic or sexual in nature; (I) expressly targets children under the age of 13; or (J) is unlawful or otherwise objectionable, in SchoolMint's sole opinion. (ii) Licensee shall ensure that Licensee's use of the Services is at all times compliant with all applicable local, state, federal and international law, regulations and conventions, including without limitation, those related to data privacy, international communications, and the exportation of data of any kind, regulations of the U.S. Securities and Exchange Commission and/or any rules of a securities exchange in the U.S. or elsewhere. (iii) Licensee shall not hack nor shall it permit others to hack the Services.

### 3. LICENSEE CONTENT

- a. Licensee Content. Licensee is solely responsible for the quality, accuracy and legality of all Licensee Content, and the means by which Licensee Content was acquired. Licensee represents and warrants that it has sufficient rights in the Licensee Content to authorize SchoolMint to process, distribute and display the Licensee Content as contemplated by this Agreement, and that the Licensee Content does not infringe the rights of any third-party.
- b. Rights to Licensee Content. Licensee or any third party site from which Licensee has obtained the Licensee Content shall retain all right, title and interest including any and all intellectual property rights, in and to Licensee Content. To the extent applicable, Licensee hereby grants to SchoolMint a non-exclusive, worldwide, royalty-free, revocable right to host, use, copy, store, transmit, and display the Licensee Content during the Term, solely to the extent necessary to provide the Services and as permitted by the terms of this Agreement.
- c. Retention of Licensee Content. Licensee Content that is collected from public sources may be stored indefinitely. Licensee Content that is created by Licensee or the users of the Student Enrollment System shall be retained by SchoolMint through expiration of the Term only and if needed will be transferred to Licensee in form of CSV exports.
- d. Indemnification by Licensee. Licensee shall indemnify, defend and hold SchoolMint harmless from and against any and all third party claims against SchoolMint arising from Licensee Content; provided that Licensee shall have received from SchoolMint: (i) prompt written notice of the claim; (ii) the exclusive right to control and direct the defense or settlement of such claim; and (iii) all reasonable cooperation at Licensee's expense.

4. **SUPPORT**. As specified in an Order Form, SchoolMint will provide Standard Support or Enterprise Support at no additional charge.

### 5. OWNERSHIP

- a. SchoolMint IP. SchoolMint and its suppliers retain all right, title and interest including without limitation all patent, copyright, trademark, trade secret and other intellectual property rights in and to the Services and Additional Features (defined below), including the underlying technology, tools, algorithms, improvements, modifications, including all modifications and derivative works thereof (together "SchoolMint IP").
- b. Feedback. Licensee may provide input, suggestions, recommendations, comments and other feedback about the Services ("Feedback"). Licensee grants SchoolMint a perpetual, worldwide, irrevocable, royalty-free license to use, copy, distribute, modify and create derivative works of the Feedback without restriction.
- c. Additional Features. In certain circumstances, SchoolMint may work with Licensee to develop new features, add-ons, tools, inventions and/or other intellectual property to improve or enhance the Services, or to create new SchoolMint products or services ("Additional Features"). The creation or improvement of any Additional Features shall not be considered a work made for hire and SchoolMint shall own without limitation all rights, title and interest thereto. As applicable, SchoolMint grants to Licensee a non-exclusive, worldwide, royalty-free, license to access and use any Additional Features during the Term, for the purposes contemplated hereunder.

### 6. FEES & PAYMENT

- a. Fees and Payment. All fees are as set forth in an applicable Order Form and shall be invoiced and paid by Licensee net 30 from date of invoice. Subscription fees are payable annually, in advance, and SchoolMint may invoice as of the Effective Date of an Order Form. Licensee is responsible for paying any sales, use, GST, value-added withholding, or similar taxes imposed by a government entity with respect to the Services. All fees are non-cancellable and non-refundable. SchoolMint has full right to increase the fees on a year-to-year basis. The increment in fees per year will not exceed 20% of the original yearly subscription fees.
- b. Suspension of Service. In the event that payment is more than 30 days past due, SchoolMint reserves the right to suspend and/or terminate the Services and the Agreement, including any Order Form. SchoolMint will notify Licensee of such delinquency in



writing at least 7 days prior to suspending or terminating service. This shall be in addition to any other remedy available to SchoolMint at law or in equity.

## 7. TERM AND TERMINATION

a. Term. This Agreement shall remain in effect from the Effective Date through expiration of the Term set forth in an Order Form, subject to termination in accordance with this Agreement.

b. Termination for Cause. Either party may terminate this Agreement, including an applicable Order Form, immediately upon notice if the other party: (i) fails to cure a material breach of this Agreement within 30 days of receiving written notice of such breach if such breach is capable of a cure, or immediately upon notice in the event of a material breach which is not by its nature capable of cure; (ii) ceases operation without a successor; or (iii) becomes the subject of any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding. In the event of a breach of Section 2.4 (Licensee Conduct), SchoolMint may immediately terminate the Agreement, including any Order Form.

c. Effect of Termination. Upon expiration or termination of this Agreement for any reason (i) Licensee shall immediately cease all use of and access to the Services, including any SchoolMint IP; (ii) each party shall return any and all Confidential Information of the other in its possession, or, upon request, destroy such Confidential Information and certify destruction thereof; and (iii) Licensee shall immediately pay to SchoolMint all fees due through the date of termination.

d. Survival. The following Sections shall survive expiration or termination of this Agreement: 2(b) (License Restrictions), 3(c) (Indemnification by Licensee), 5 (Ownership), 6 (Fees and Payment), 7 (Term and Termination), 9 (Limitation of Liability), 10 (Indemnification), 11 (Confidential Information), and 13 (General Terms).

**8. NO WARRANTY.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. SCHOOLMINT SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT

LIMITED TO IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. SCHOOLMINT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SCHOOLMINT DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE USE OR RESULTS OF THE SERVICES IN TERMS OF THEIR CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY OR OTHERWISE.

## 9. LIMITATION OF LIABILITY

a. SCHOOLMINT SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOST PROFITS OR REVENUES, LOST DATA, OR FAILURE OF SECURITY MECHANISMS, WHETHER IN CONTRACT OR TORT AND REGARDLESS OF THE FORM OF ACTION, EVEN IF SCHOOLMINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. SCHOOLMINT SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES AND OTHER PROBLEMS INHERENT IN USE OF THE INTERNET OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SCHOOLMINT, OR FOR DAMAGE RESULTING FROM MALICIOUS CODE THAT HAS BEEN INTRODUCED INTO THE SERVICES BY A THIRD PARTY THROUGH NO FAULT OF SCHOOLMINT.

b. Except for the indemnification obligations set forth in Section 10, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY'S ENTIRE LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO SCHOOLMINT DURING THE PRIOR TWELVE MONTHS UNDER THIS AGREEMENT.

c. The above limitations shall survive and apply even if any limited remedy specified herein is found to have failed of its essential purpose.

**10. INDEMNIFICATION.** Notwithstanding any other provision in the Agreement, SchoolMint shall indemnify, defend and hold Licensee and its employees, officers, Board, directors, agents and representatives harmless from and against any and all third party actions, causes of action, claims, demands, costs, including reasonable attorneys' fees and costs, penalties, fines, judgments, awards, liabilities, expenses and damages arising out of or related to: 1) SchoolMint's infringement of any U.S. intellectual property right based upon Licensee's authorized use of the Services; 2) SchoolMint's violation of the Agreement or its Privacy Policy; or 3) SchoolMint's violation of applicable California or federal law or regulation in its provision of the Services. If Licensee's use of the Services is found to infringe, or if in SchoolMint's opinion it may be found to infringe, SchoolMint may, in its sole discretion, terminate the Agreement and refund to Licensee any pre-paid fees for the portion of the Term not rendered. The foregoing indemnification obligation shall not apply if: (i) the Services are modified by any party other than SchoolMint, its employees, contractors, officers, agents, directors or representatives or (ii) the alleged infringement is due to Licensee's unauthorized use of the Services.

Notwithstanding any other provision in the Agreement, Licensee shall indemnify, defend and hold SchoolMint and its employees, officers, Board, directors, agents and representatives harmless from and against any and all third party actions, causes of action,

claims, demands, costs, including reasonable attorneys' fees and costs, penalties, fines, judgments, awards, liabilities, expenses and damages arising out of or related to: 1) Licensee's violation of the Agreement; or 3) Licensee's violation of applicable California or federal law or regulation in its use of the Services.

The indemnification obligations in this Section shall only apply if (a) the party seeking indemnification ("Indemnified Party") provides the other party ("Indemnifying Party") with prompt written notice of the claim; (b) the Indemnifying Party retains the sole and exclusive right to direct the defense or settlement of such claim; and (c) the Indemnified Party provides reasonable cooperation at the Indemnifying Party's expense. THIS SECTION SETS FORTH SCHOOLMINT'S SOLE LIABILITY AND LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

**11. CONFIDENTIAL INFORMATION.** "Confidential Information" means all confidential or proprietary information disclosed by one party ("Disclosing Party") to the other ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding disclosure. The SchoolMint IP, passwords, pricing and the terms of this Agreement, including any Order Form, shall be deemed Confidential Information of SchoolMint. Each party shall protect the other's Confidential Information with the same degree of care as it uses to protect its own such information, and Confidential Information shall only be used for the purposes contemplated herein. The Receiving Party's nondisclosure obligations shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by the Receiving Party without access to such information; or (e) disclosure is required pursuant to a regulation, law or court order (with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which monetary damages would be insufficient and therefore upon any such disclosure the Disclosing Party shall be entitled to equitable relief in addition to any other remedies it might have at law.

**12. Publicity (Announcements and Press Releases).** Licensee agrees to participate in the following activities with SchoolMint. All content developed by SchoolMint is subject to licensee's final approval.

**a.** SchoolMint and Licensee can each use the other's Marks for marketing and public relations. Licensee agrees that SchoolMint can use licensee's name and Marks on the SchoolMint website to identify Licensee in general marketing materials and in demonstration versions of the product.

**b.** Press Releases. Both parties consent to press releases by the other regarding this Agreement, as long as the other party approves the release prior to publication. This may include an announcement of the parties' business relationship, successful implementation, and/or another newsworthy topic pertaining to the licensee.

**c.** Participate in a (written or video) case study detailing business benefits the licensee has derived from using the SchoolMint product that would be promoted in the marketing materials.

**13. Piggyback/Rider Clause**

The licensor agrees to allow the licensee and other public agencies and school districts in the U.S. to purchase additional items, at the same terms and conditions that apply to this contract. Districts and agencies may order additional items/features in quantities and amounts. Any Liability created by Purchase Orders/Order Forms issued against this agreement shall be the sole responsibility of the district or agency placing the order.

**14. U.S. GOVERNMENT.** The Services are considered to be commercial in nature, as defined in FAR Section 12.211 (Technical Data) and FAR Section 12.212 (Software). The rights afforded to any U.S. Government end users include only those rights as are made available to the public. Any use of the Services by the U.S. Government shall be solely in accordance with this Agreement.

**15. GENERAL TERMS**

**d.** Assignment. Neither party may assign this Agreement in whole or in part without the other party's prior written consent; however SchoolMint may assign this Agreement to a successor-in-interest of all or substantially all of its stock, assets, or voting securities, provided that such successor agrees to be bound by the terms of this Agreement. Any attempted assignment in violation of this provision will be void.

**e.** Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be construed to the maximum extent possible and the Agreement shall otherwise remain in effect.

**f.** Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Any claim arising from this Agreement shall be brought in the state and federal courts having jurisdiction in San Mateo County, California.

**g.** Notice. Any notices hereunder shall be in writing and sent to the parties at the addresses identified in the first paragraph of this Agreement unless otherwise designated in writing and shall be deemed effective: (i) if given by hand, immediately upon receipt or (ii) if given by overnight courier service, the first business day following dispatch.

**h.** Waivers. Failure by either party to enforce a provision of this Agreement shall not be deemed a waiver of any other provision. A waiver will not be effective unless in writing signed by the waiving party.

**i.** Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements and communications relating to the subject matter hereof, including the terms of any unsigned click-wrap license that may be required prior to Licensee's use of the Services. No terms contained in a purchase order shall have any force and effect, even if signed and returned by SchoolMint. Any modification of this Agreement shall be in writing and signed by each party.

**j.** Security. SchoolMint is FERPA and COPPA compliant. We don't sell or distribute any student or parent information. All the communication from web and mobile client to the server happens over a secure channel https channel. Also all our servers are in private cloud and a secure database avoiding any direct access from outside. We encrypt any critical student information and we also implement a secure Role based access control with solid authentication/authorization to avoid any data and information leaks.

**k.** Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation hereunder (except for the payment of money) if the delay or failure is due to unforeseen events which occur and which are beyond the reasonable control of such party, including but not limited to natural disasters, Internet service provider failures or delays, strikes, war, acts of terrorism, riot, labor conditions, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. If SchoolMint is not able to perform under this Agreement due to force majeure, Licensee shall be entitled to a proportional refund of any costs/charges paid by Licensee under this Agreement for the period of SchoolMint's nonperformance due to force majeure.

**l.** Authorized Signatory. Each signatory hereto represents that he or she is authorized to sign this Agreement on behalf of his or her respective company.

## **16. INSURANCE**

a. Without in anyway limiting SchoolMint's liability pursuant to the "Indemnification" section of this Agreement, SchoolMint shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage:

Coverage:

A. Coverage for Professional Liability appropriate to the SchoolMint's profession covering SchoolMint's wrongful acts, negligent actions, errors or omissions. The retroactive date (if any) is to be no later than the effective date of this agreement.

B. Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001).

C. SchoolMint shall secure Cyber Liability Insurance for claims and losses with respect to network or data risks to cover security, privacy, business interruption, cyber extortion, denial of service, data breaches, release of confidential information, unauthorized access/use of information, and identity theft.

D. Insurance Services Office Automobile Liability Coverage (Form CA 0001), covering Symbol 8 and 9 for Hired and Non-Owned vehicles only if services will be performed on Making Waves Academy premises.

E. Workers' Compensation and Employer's Liability.

Limits: SchoolMint shall maintain limits no less than the following -

F. Professional Liability - One million dollars (\$1,000,000) per claim.

G. General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage and \$2,000,000 annual aggregate.

H. Cyber Liability - \$1,000,000 per occurrence and \$2,000,000 aggregate.

I. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

J. Workers' Compensation as required by law. Employer's liability insurance in the amount \$500,000 per accident for bodily injury and disease.

b. Commercial General Liability and Business Automobile Liability policies must provide the following:

i. Name as Additional Insured Making Waves Academy and its Board, officers, authorized volunteers, agents, authorizer, and employees.

ii. That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement and that such policies apply separately to each insured against who claim is made or suit is brought.

c. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A-:VII or equivalent or as otherwise approved by Making Waves Academy.

e. If any policies are written on a claims-made form, SchoolMint agrees to maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of at least one year beyond the expiration of this Agreement, such that should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered.

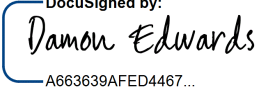
f. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until Making Waves Academy receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, Making Waves Academy may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

g. Before commencing any operations under this Agreement, SchoolMint must provide Making Waves Academy with the certificates of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative, and additional insured policy endorsements in form (CG 20 10 11 85 or its equivalent) and with insurers satisfactory to Making Waves Academy, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon Making Waves Academy's request. Such evidence shall also include a confirmation that coverage includes or has been modified to include the required coverages set forth in section 7 of the General Conditions of this Agreement. SchoolMint also understands and agrees that Making Waves Academy may withhold payment for services performed for any violations of the insurance provisions of this Agreement.

h. Approval of the insurance by Making Waves Academy shall not relieve or decrease the liability of SchoolMint hereunder.

i. Any deductible or self-insured retention must be declared to and approved by Making Waves Academy. At the option of Making Waves Academy, the insurer shall either reduce or eliminate such deductibles or self-insured retention.

The parties hereby agree as of the Effective Date:

<b>Making Waves Academy</b>	<b>SchoolMint, Inc.</b>
Signature:  A663639AFED4467...	Signature:
Name: Damon Edwards	Name: Samantha Remeika
Title: Managing Director of IT	Title: VP of Customer Success
Date: 6/18/2020	Date:



**Order Form No. 1 to the Master Software as a Service Agreement**

This Order Form 1 ("Order Form") is entered into by **SchoolMint, Inc.** ("SchoolMint") and Making Waves Academy ("Customer") as of 2020-06-05 ("Order Form Effective Date") pursuant to the terms of the agreement between the parties dated 2020-06-05 (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Order Form. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect. The parties agree as follows:

- Term.** This Order Form shall remain in effect for a period of 12 MONTHS ("Order Form Term"), unless earlier terminated in accordance with the Agreement.

This license will automatically renew at the conclusion of original license term unless Customer provides SchoolMint with advance notice (7 days) prior to license original expiration date.

- Product:**
  - See Renewal Agreement

**3. Implementation and Support:**

- a. See Renewal Agreement



**4. License Limitations and Fees**

**a. Usage Limitations and License Fees are as follows:**

- i. **See Renewal Agreement**

- b. **General.** All fees are non-cancellable and non-refundable and shall be paid in accordance with the Agreement.

**5. Integration.** Except, as expressly set forth herein, the terms of the Agreement shall remain in full effect. In the event of a conflict between this Order Form 1, the terms of this Order Form 1 shall control.

<b>Making Waves Academy</b>	<b>SchoolMint, Inc.</b>
Signature:  <small>A663639AFED4467...</small>	Signature: 
Name: Damon Edwards	Name: Samantha Remeika
Title: Managing Director of IT	Title: VP of Customer Success
Date: 6/18/2020	Date: 6/10/2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/21/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT</b> Willis Towers Watson Certificate Center <b>NAME:</b> PHONE 1-877-945-7378 FAX 1-888-467-2378 (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS: certificates@willis.com														
<b>INSURED</b> SchoolMint, Inc. 564 Market St Ste 500 San Francisco, CA 94104	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Federal Insurance Company</td> <td style="text-align: center;">20281</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: W16509036** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>COMMERCIAL GENERAL LIABILITY</b>  <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  AGGREGATE LIMIT APPLIES PER: PERIOD: <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC  <input checked="" type="checkbox"/>	Y		3605-84-83	05/23/2020	05/23/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 15,000</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 15,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO  <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY  <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			(20) 7360-92-87	05/23/2020	05/23/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			(21) 7183-28-58	05/23/2020	05/23/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Making Waves Academy Schools is included as an Additional Insured as respects to General Liability.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
---------------------------	---------------------

Making Waves Academy Schools  
4123 Lakeside Drive  
Richmond, CA 94806

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  


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SR ID: 19637773 BATCH: 1687687

# Coversheet

## Special Education Master Contract 2021-2022

**Section:** V. Consent Action Items  
**Item:** Q. Special Education Master Contract 2021-2022  
**Purpose:** Vote  
**Submitted by:** Karen Snider  
**Related Material:** 2021-2022-Master-Contract.docx

### BACKGROUND:

MWA contracts a number of special education services through Non Public Agencies (NPA) to provide an array of special education services. MWA will utilize this Master SPED Contract for all new and renewal contracts with NPAs for the 2021-2022 AY. Master SPED Contract has been provided by El Dorado Charter SELPA and reviewed by Charter Safe. All NPA contracts (new and renewal) will use this master contract and be reviewed by Charter Safe on an individual basis.

### RECOMMENDATION:

The Director of SPED recommends this contract for approval.



*NONPUBLIC, NONSECTARIAN  
SCHOOL/AGENCY SERVICES*

*MASTER CONTRACT*

***2021-2022***

**MASTER CONTRACT**  
**GENERAL AGREEMENT FOR NONSECTARIAN,**  
**NONPUBLIC SCHOOL AND AGENCY SERVICES**  
**LEA** \_\_\_\_\_

Contract Year 2021-2022

\_\_\_\_\_ Nonpublic School

\_\_\_\_\_ Nonpublic Agency

**Type of Contract:**

\_\_\_\_\_ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

\_\_\_\_\_ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

\_\_\_\_\_ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: \_\_\_\_\_

*When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.*

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**2021-2022**

**CONTRACT NUMBER:**

**LOCAL EDUCATION AGENCY:** \_\_\_\_\_

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:** \_\_\_\_\_

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES**  
**MASTER CONTRACT**

**AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS**

**1. MASTER CONTRACT**

This Master Contract (or “Contract”) is entered into on July 1, 2021, between \_\_\_\_\_, hereinafter referred to as the local educational agency (“LEA”), a member of the \_\_\_\_\_ SELPA and \_\_\_\_\_ (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Services Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for ISA developing including invoicing.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

**2. CERTIFICATION AND LICENSES**

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

### **3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS**

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

### **4. TERM OF MASTER CONTRACT**

The term of this Master Contract shall be from July 1, 2021 to June 30, 2022 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2022. In the event the contract negotiations are not agreed to by June 30<sup>th</sup>, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

## **5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION**

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

## **6. INDIVIDUAL SERVICES AGREEMENT ("ISA")**

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located,

or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

## 7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
  - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
  - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
  - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
  - iv. a surrogate parent,



- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

## **ADMINISTRATION OF CONTRACT**

### **8. NOTICES**

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of the Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

### **9. MAINTENANCE OF RECORDS**

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of

CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the student’s record. Such log needs to record access to the student’s records by: (a) the student’s parent; (b) an individual to whom written consent has been executed by the student’s parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, “employees of LEA or CONTRACTOR” do not include subcontractors. CONTRACTOR shall grant parents access to student records, and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER’s, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

**10. SEVERABILITY CLAUSE**

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

**11. SUCCESSORS IN INTEREST**

This contract binds CONTRACTOR’s successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

**12. VENUE AND GOVERNING LAW**

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

**13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES**

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days’ notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

**14. TERMINATION**

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

**15. INSURANCE**

CONTRACTOR shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Contract, 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.

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.

## **PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")**

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

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

\$3,000,000 per occurrence  
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

**16. INDEMNIFICATION AND HOLD HARMLESS**

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

**17. INDEPENDENT CONTRACTOR**

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principle, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

**18. SUBCONTRACTING**

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to



be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

## 19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

Unless CONTRACTOR and LEA otherwise agree in writing, LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may, in its discretion, not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may, in its discretion, not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

## 20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal

or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

## **EDUCATIONAL PROGRAM**

### **21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)**

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide to each student special education and/or related services (including transition services) within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for students, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

### **22. GENERAL PROGRAM OF INSTRUCTION**

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*.

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by a local education agency (LEA), that contracts with the NPS; (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades nine through twelve inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

### **23. INSTRUCTIONAL MINUTES**

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and pass time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

### **24. CLASS SIZE**

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the California Department of Education Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated



staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

## **25. CALENDARS**

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the students' IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services if such are recommended by his/her IEP Team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP Team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and actually received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

## **26. DATA REPORTING**

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is

understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

## **27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT**

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

## **28. STATEWIDE ACHIEVEMENT TESTING**

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all Statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

## **29. MANDATED ATTENDANCE AT LEA MEETINGS**

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

### 30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the Individualized Education Program (“IEP”) team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the schoolday, and annually to all staff who have any contact or interaction with pupils during the schoolday. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student’s IEP does not contain a Behavior Intervention Plan (“BIP”) or Positive Behavior Intervention Plan (“PBIP”), an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following: (1) Any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock (2) An intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual. (3) An intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities. (4) An intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma. (5) Restrictive

interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention. (6) Locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room. (7) An intervention that precludes adequate supervision of the individual. (8) An intervention that deprives the individual of one or more of his or her senses. (b) In the case of a child whose behavior impedes the child's learning or that of others, the individualized education program team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of a District student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

### **31. STUDENT DISCIPLINE**

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10<sup>th</sup>) day of suspension.

### **32. IEP TEAM MEETINGS**

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document, if appropriate, a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team



meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

### **33. SURROGATE PARENTS AND FOSTER YOUTH**

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

### **34. DUE PROCESS PROCEEDINGS**

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

### **35. COMPLAINT PROCEDURES**

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and

Accountability Act (“HIPAA”). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

### **36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS**

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR’s place of business and shall be submitted to the LEA and LEA student’s parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student’s annual or triennial review IEP team meeting for the purpose of reporting the student’s present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA’s sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional’s license, certification, or credential.

CONTRACTOR shall not charge the student’s parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil’s record and shall be made available to the LEA upon written request.

### **37. TRANSCRIPTS**

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student’s school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

**38. STUDENT CHANGE OF RESIDENCE**

Within five (5) school days from the date CONTRACTOR becomes aware of a student’s change of residence, CONTRACTOR shall notify LEA, in writing, of the student’s change of residence as specified in LEA Procedures. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student’s change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student’s change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student’s change of residence.

**39. WITHDRAWAL OF STUDENT FROM PROGRAM**

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student’s change of residence to a residence outside of LEA service boundaries, and student’s discharge against professional advice from a NPS/RTC.

**40. PARENT ACCESS**

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent’s reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student’s home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergency situation. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

**41. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS**

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1(b), AB 1858 (2004), AB490 (Chapter 862, Statutes of 2003), AB 1261 (2005), AB 1166 Chapter 171 (2015), AB 167 Chapter 224 (2010), AB 216 Chapter 324 (2013), AB 379 Chapter 772 (2015), AB 1012 Chapter 703 (2015), and the procedures set forth in the LEA Procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1412(a)(1)(A) and Education Code

section 56000, et seq.; amended and reorganized by the Individuals with Disabilities Education Improvement Act of 2004 (IDEIA), 20 U.S.C. section 1401(29); Education Code section 56031; Cal. Code Regs., Title 5, section 3001 et seq., regarding the provision of counseling services, including residential care for students to receive a FAPE as set forth in the LEA student's IEPs. CONTRACTOR shall meet all monitoring requirements as noted in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

#### **42. STATE MEAL MANDATE**

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49530, 49530.5 and 49550.

#### **43. MONITORING**

When CONTRACTOR is a NPS, the LEA (or SELPA) shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA (or SELPA) shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA (or SELPA) shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching



staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

## **PERSONNEL**

### **44. CLEARANCE REQUIREMENTS**

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

### **45. STAFF QUALIFICATIONS**

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each

profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

When CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5))

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

#### **46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS**

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**47. STAFF ABSENCE**

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

**48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME**

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student’s school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

**HEALTH AND SAFETY MANDATES**

**49. HEALTH AND SAFETY**

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.*, 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual

volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

**50. FACILITIES AND FACILITIES MODIFICATIONS**

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR’s facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

**51. ADMINISTRATION OF MEDICATION**

CONTRACTOR shall comply with the requirements of California Education Code section 49423 when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student’s parent(s) provides to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student’s parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician’s statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student’s name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR’s employee who administered the medication. CONTRACTOR maintains full responsibility for assuring appropriate staff training in the administration of such medication consistent with physician’s written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

**52. INCIDENT/ACCIDENT REPORTING**

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

**53. CHILD ABUSE REPORTING**

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

**54. SEXUAL HARASSMENT**

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

**55. REPORTING OF MISSING CHILDREN**

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

**FINANCIAL**

**56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES**

CONTRACTOR shall assure that the school or agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.



Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31<sup>st</sup> after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

## **57. RIGHT TO WITHHOLD PAYMENT**

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change or residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA’s withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA’s withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR’s written request showing good cause, LEA shall extend CONTRACTOR’s time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR’s notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA’s response to CONTRACTOR’s notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA’s Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2).

**58. PAYMENT FROM OUTSIDE AGENCIES**

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students.

**59. PAYMENT FOR ABSENCES**

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher’s classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student’s IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a NPS, no later than the tenth (10<sup>th</sup>) cumulative day of a student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence as specified in the LEA Procedures.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days

that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a NPA and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a NPA, it shall notify LEA of the absence of a student no later than the fifth (5<sup>th</sup>) consecutive service day of the student’s absence. LEA shall not be responsible for the payment of services when a student is absent.

**60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY**

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs under Education Code Section 41422:

- a. If CONTRACTOR remains open during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the signed ISA, as though the student were continuing in their regular attendance, until alternative placement can be found.
- c. LEA and NPS School Closure- On days the LEA is funded, CONTRACTOR shall receive payment consistent with the signed ISA, until alternative placement can be found. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

**61. INSPECTION AND AUDIT**

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.



CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR’s offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA’s rights under this section shall also include access to CONTRACTOR’s offices for purposes of interviewing CONTRACTOR’s employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR’s over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR’s over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA’s written notice demanding payment.

**62. RATE SCHEDULE**

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as noted in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

**63. DEBARMENT CERTIFICATION**

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by

any Federal agency, and

- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.



**EXHIBIT A: 2021-2022 RATES**

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: \_\_\_\_\_  
 The CONTRACTOR CDS NUMBER: \_\_\_\_\_

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: \_\_\_\_\_

Maximum Contract Amount: \_\_\_\_\_

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \_\_\_\_\_
  
- 2) Inclusive Education Program  
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student’s IEP.) DAILY RATE:  
 \_\_\_\_\_
  
- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____
<u>Interpreter Services (715)</u>	_____	_____

<u>Audiological Services (720)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Vision Services (725)</u>	<u>_____</u>	<u>_____</u>
<u>Orientation and Mobility (730)</u>	<u>_____</u>	<u>_____</u>
<u>Specialized Orthopedic Services (740)</u>	<u>_____</u>	<u>_____</u>
<u>Reader Services (745)</u>	<u>_____</u>	<u>_____</u>
<u>Transcription Services (755)</u>	<u>_____</u>	<u>_____</u>
<u>Recreation Services, Including Therapeutic (760)</u>	<u>_____</u>	<u>_____</u>
<u>College Awareness (820)</u>	<u>_____</u>	<u>_____</u>
<u>Work Experience Education (850)</u>	<u>_____</u>	<u>_____</u>
<u>Job Coaching (855)</u>	<u>_____</u>	<u>_____</u>
<u>Mentoring (860)</u>	<u>_____</u>	<u>_____</u>
<u>Travel Training (870)</u>	<u>_____</u>	<u>_____</u>
<u>Other Transition Services (890)</u>	<u>_____</u>	<u>_____</u>
<u>Other (900)</u>	<u>_____</u>	<u>_____</u>
<u>Other (900)</u>	<u>_____</u>	<u>_____</u>

**EXHIBIT B: 2021-2022 ISA**

**INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021 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, 2022, 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: \_\_\_\_\_

Address \_\_\_\_\_ (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (M.I.) \_\_\_\_\_  
 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)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							

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				
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							



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				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST\$ \_\_\_\_\_

**TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS** \$ \_\_\_\_\_

4. Other Provisions/Attachments:

\_\_\_\_\_  
 \_\_\_\_\_

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON \_\_\_\_\_

6. Progress Reporting Requirements: \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ Other \_\_\_\_\_ (Specify) \_\_\_\_\_

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

\_\_\_\_\_  
 (Name of Nonpublic School/Agency)

\_\_\_\_\_  
 (Name of LEA/SELPA)

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Signature) (Date)

\_\_\_\_\_  
 (Name and Title)

\_\_\_\_\_  
 (Name of Superintendent or Authorized Designee)

# Coversheet

## Deep Dive: FY22 Budget

**Section:** VI. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)  
**Item:** A. Deep Dive: FY22 Budget  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Budget Overview.pptx

# Making Waves Academy

## FY'22 Budget Overview



*May 2021*



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# Presentation Objectives & Goals

## Our Objective:

To help make MWA's annual budget more accessible and digestible for the whole MWA community.

## Our Goals:

- To expand opportunities for engagement in conversations about the MWA budget.
- Increase awareness of government and philanthropic funding.
- Build an understanding of MWA's approach to allocating resources to support the success of each and every student.



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# Budget Overview

California public schools are required to submit three budgets every year:

- Original Budget (June)
- 1<sup>st</sup> Interim Budget (December)
- 2<sup>nd</sup> Interim Budget (March)

MWA submits these budgets to the County Office of Education, who then submits them to the California Department of Education.

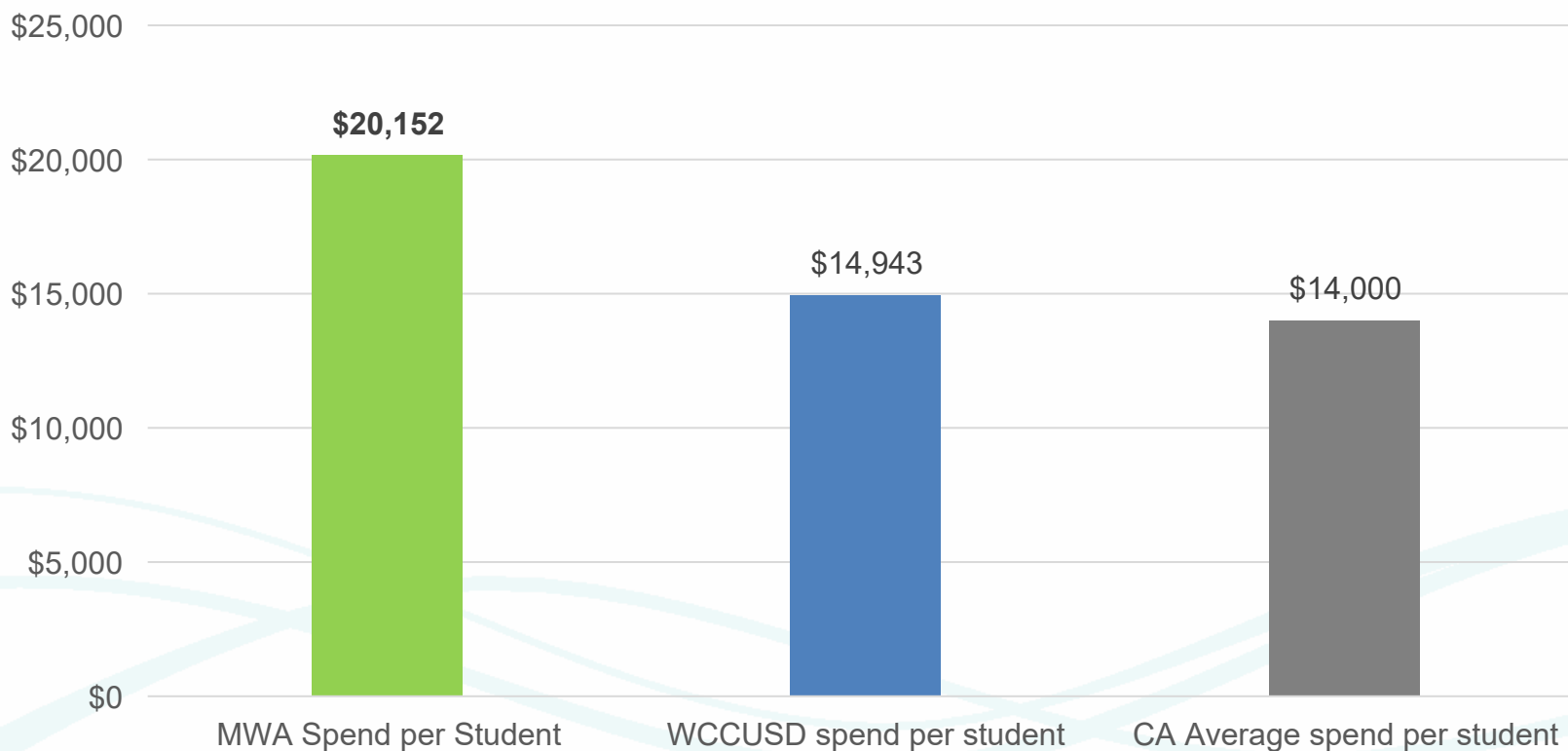
MWA budgets are not static documents, but instead they are constantly being revised to respond to revenue and policy decisions at the state and federal levels, as well as to the dynamic circumstances at MWA.



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# Current Year Spend per Pupil

## MWA 2020-21 Spend Per Pupil



In total, MWA is spending a total of about **\$21.9M** on 1020 students in 2020-21.



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# FY2021-22 Draft Budget Overview



# FY22 Budget – Snapshot of Changes

## Revenues

- Government Revenues increase by nearly \$4M – 22% on a per pupil basis
- \$2.5M represents one-time Covid-19 funding

## Expenditures

- Total Expenses increase by \$2.4M
- About \$450K are one-time to address Covid-19 mitigations
- Expenses related to expansion account for roughly 50% of the increase
- Cost of living increases on salaries and benefits and the new teacher salary schedule account for another 20%





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# 2021-22 Budget - Revenues

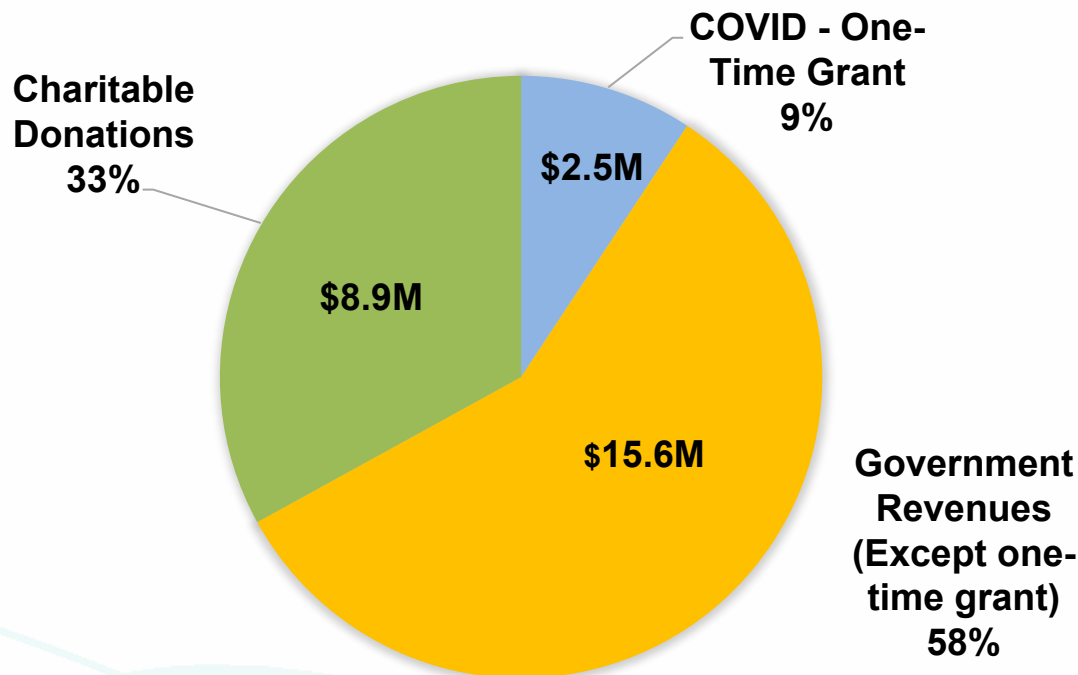
<u>Descriptions</u>	<u>Amount</u>
Federal	916,703
State	13,235,745
State - SB740 (Facilities Cost Reimbursement)	1,183,396
Local	309,177
<b>Covid-19 One-time Grants</b>	2,521,886
Charitable Donations	8,947,650
<b>TOTAL Revenues</b>	<b>27,114,557</b>



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# 2021-22 Revenues Composition

## MWA 2021-22 Revenues Composition



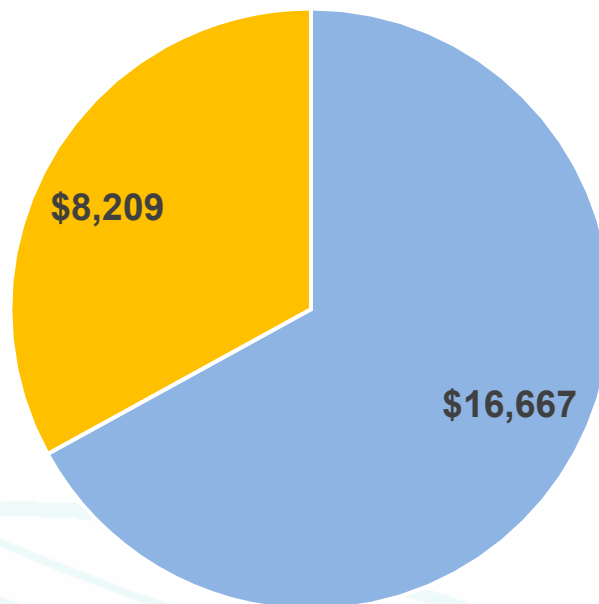
Additionally, MW Foundation directly funds \$254,700 worth of items and activities related to college access, community building and faculty/staff retention, such as college trips, SAT/ACT tests, staff appreciation items, food for parent meetings, etc.



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# 2021-22 Funding Per Student

## MWA 2021-22 Funding Per Student



■ Government \$ per Student ■ Charitable Donations \$ per student



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# 2021-22 Budget – Salaries & Benefits Expenses

<u>Descriptions</u>	<u>Amount</u>
Teachers* and Pupil Support Salaries	6,165,778
Supervisors and Administrators Salaries	2,056,006
Other Staff Salaries	3,045,315
Benefits for All	4,218,555
Cost of Living Stipend for All	1,800,000
<b>TOTAL Salaries and Benefits</b>	<b>17,285,654</b>

\* Excluding most substitute teachers' expenses which are included as a "Contracted Services" Expense.



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# 2021-22 Budget: Supplies Expenses

<u>Descriptions</u>	<u>Amount</u>
Curricular and Instructional Materials	461,375
Computers and IT*	221,465
Student Meals	486,852
Custodial, Office and Other Supplies	134,500
<b>TOTAL Supplies</b>	<b>1,304,192</b>

\* This amount is lower than MWA's average annual spend because Chromebook purchases were accelerated in FY21 to prepare for distance learning.



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# 2021-22 Budget: Contracted Services Expenses

<u>Descriptions</u>	<u>Amount</u>
Central Office	1,210,457
Substitute Teachers	60,000
Professional Development	257,825
Intervention, Assessment, College Access	272,400
Transportation	565,970
Psychological and Social Services	596,000
Interscholastic Athletics	82,000
Rent, Facilities Use Fees*	1,781,179
Information Technology	832,707
Janitorial and Gardening	700,000
Repairs, Maintenance and Utilities	603,000
Student Field Trips	52,400

\* 75% of the rent is reimbursed by the State (SB740 grant shown in Revenues).



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# 2021-22 Budget: Contracted Services Expenses

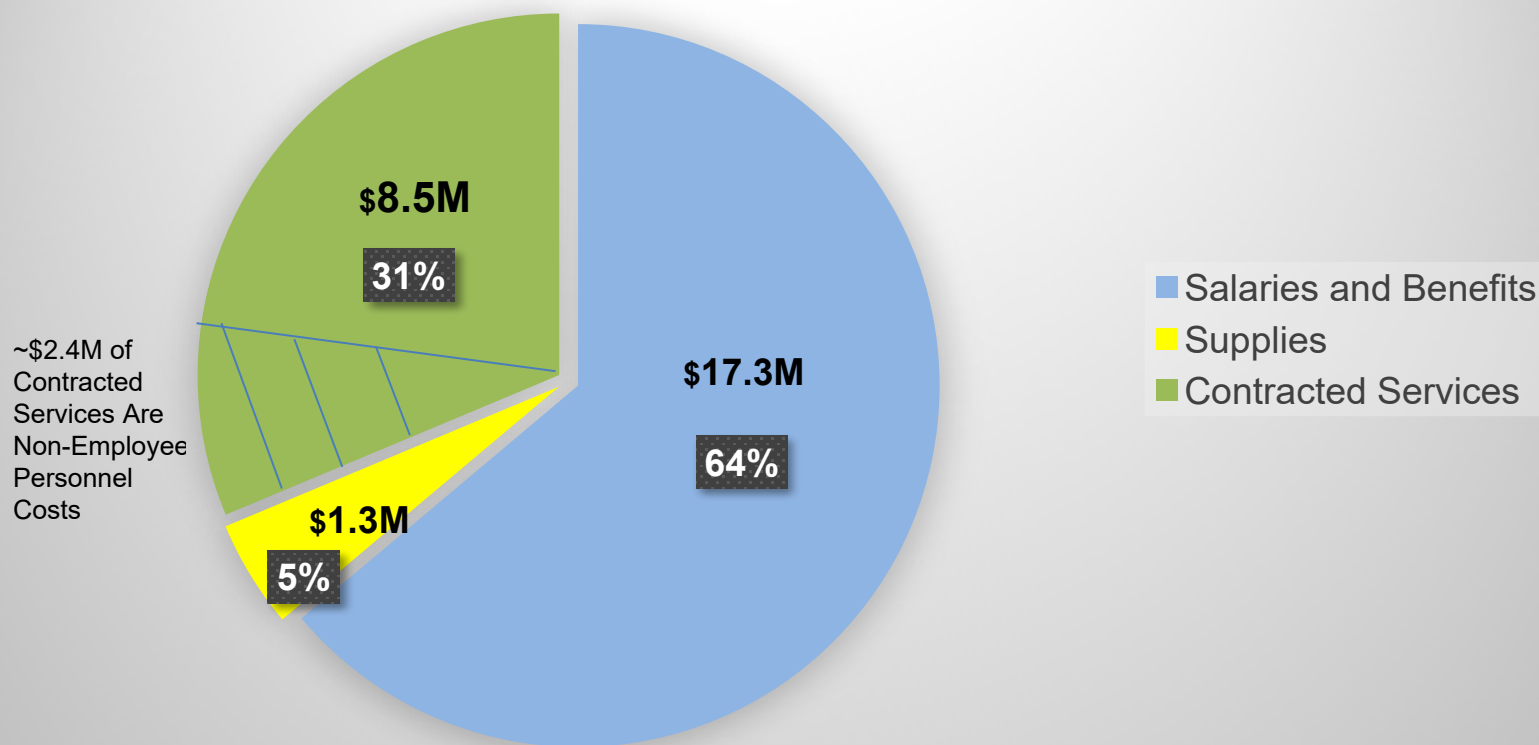
<u>Descriptions</u>	<u>Amount</u>
Equipment, Postage, Printing	191,300
Legal/Accounting/Bank/Insurance Fees	193,006
Phone, Internet, Wi-Fi	181,600
Special Education Contract Services	500,000
County Oversight Fees	107,000
Covid-related Services	169,900
Depreciation and Amortization	25,000
Misc. Other	92,967
<b>Total Contracted Services</b>	<b>8,474,711</b>



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# 2021-22 Expense Breakdowns

## MWA 2021-22 Total Expenses of \$27.1M

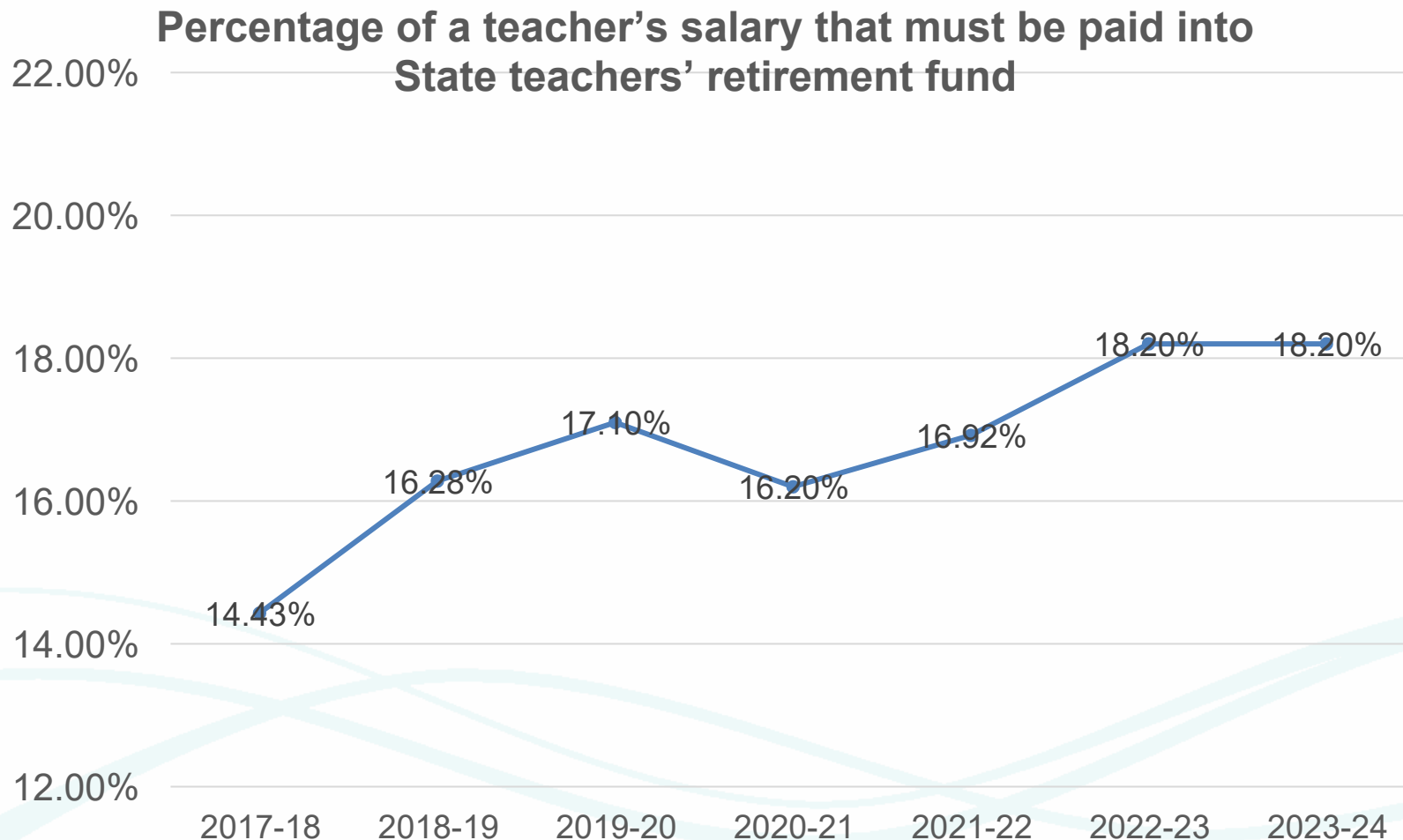






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# CalSTRS Rate Trend



The rising required contribution percentage means that MWA teacher retirement costs will increase significantly on a per teacher basis, unrelated to faculty growth.

# Coversheet

## Spring Curriculum Review Committee

**Section:** VI. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)  
**Item:** B. Spring Curriculum Review Committee  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** MWA - CRC Spring 2021.pptx

