



Making Waves Academy

May Board Meeting

Date and Time

Thu May 5, 2022 at 10:30 AM PDT

Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/83876492161?pwd=NGRTNGV4NmZjVENWWMGNocFh4ZWt5Zz09>

Passcode: 687710

Or One tap mobile :

US: +16699006833,,83876492161#,,,,*687710# or +13462487799,,83876492161#,,,,*687710#

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 +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 838 7649 2161

Passcode: 687710

International numbers available: <https://mwacademy.zoom.us/j/83876492161?pwd=NGRTNGV4NmZjVENWWMGNocFh4ZWt5Zz09>

COMING SOON (to be posted by Wednesday, May 4)

- HAGA CLIC AQUÍ para acceder a la agenda y portadas en español/CLICK HERE to access agenda and cover sheets in Spanish: <https://bit.ly/3Fh015e>
- HAGA CLIC AQUÍ para acceder el reporte escolar/CLICK HERE to access the school board report in Spanish: <https://bit.ly/3Fo34zh>

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

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

Ashley Yarbrough at ayarbrough@mwacademy.org or 510-779-1427.

In accordance with AB 361 in the State of California, we will be hosting this board meeting via teleconference due to the following circumstances:

- The MWA Board of Directors is holding a meeting during a proclaimed state of emergency by the State of California due to the COVID-19 pandemic.

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 may submit a request to speak before 9:00 AM on the day of the board meeting or use the raise hand function during the public comment sections of the meeting.**
 - **If you would like to send your request to speak prior to the meeting, please email your request to ayarbrough@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.

De acuerdo con AB 361 en el Estado de California, organizaremos esta reunión de la junta directiva a través de teleconferencia debido a la siguiente circunstancia:

- La Junta Directiva de MWA sea reunera durante un estado de emergencia proclamado por el Estado de California debido a la pandemia de COVID-19.

Comentarios públicos

- *El público puede dirigirse a la Junta Directiva de la MWA con respecto a cualquier asunto dentro de la jurisdicción del tema materia por la Junta Directiva de la MWA.*
- *Bajo comentario público, los miembros del público pueden:*
 - *Hacer comentarios sobre los puntos del orden del día*
 - *Hacer comentarios sobre puntos no incluidos en el orden del día*
 - **Las presentaciones están limitadas a dos minutos cada una, o un total de veinte minutos para todos los oradores, o se puede acortar el límite de dos minutos.**

- *De acuerdo con la Ley Brown, la Junta Directiva de la MWA puede escuchar los comentarios, pero no discutirán ni tomarán medidas sobre los temas presentados. La respuesta de los miembros de la Junta Directiva a las declaraciones o preguntas de las personas que comentan temas que no figuran en el orden del día es muy limitada.*

- **Mientras las reuniones se llevan a cabo virtualmente, los miembros del público que desean hablar durante la junta pueden presentar una solicitud para hablar antes de las 9:00 a.m. del día de la reunión de la junta o usar la función de levantar la mano durante las secciones de comentarios públicos de la reunión.**
 - **Si desea enviar su solicitud de uso de la palabra antes de la reunión, envíe su solicitud por correo electrónico a ayarbrough@mwacademy.org en inglés o español.**
 - *En su solicitud:*
 - *Incluya su nombre para que pueda ser llamado cuando sea su turno de hablar.*
 - *indicar si es un comentario público general para el comienzo de la reunión o si es comentario público sobre un artículo específico del programa (incluya el número del artículo).*
 - *Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.*

- *En virtud de la SB1036, las actas de esta reunión omitirán los nombres de los estudiantes y padres y otra información del directorio, excepto cuando lo requiera la orden judicial o por la ley federal. Si un padre/tutor legal desea que se incluya un nombre, se debe informar a la junta antes de su comentario público.*

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Please note that all agenda times are estimates.

Tenga en cuenta que todos los horarios de la agenda son estimaciones.

Agenda

I. Opening Items

Opening Items

A. Call the Meeting to Order

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

B. Record Attendance

Roll call and verification of quorum.

C. Board Findings Pursuant to Government Code Section 54953(e)

The MWA Board of Directors determines, in accordance with Government Code Section 54953(e) (1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that State or local officials continue to impose or recommend measures to promote social distancing.

D. Closed Session

- PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

E. Remarks by Board President

Topics to be Covered:

- Continuing resilience
- Finishing the year strong
- Exciting post-graduation pathways

F. Public Comment

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II. Standing Reports

A. Mission Connection: Climate Justice Earth Week

Earth Week was celebrated at Making Waves Academy in April. The weeklong event was hosted by the Climate Justice club. Student participants will share visual highlights and engage board members in conversation.

B. ASB Update

C. Deep Dive: Talent Hiring Strategies Presentation

Talent Team Deep Dive Report and a presentation highlighting the following areas: 1) ongoing hiring for current year and 2) strategies for hiring in the months leading to the start of AY22-23. 3) introduction of new staff, photo spread, Wave-Makers who've been hired and other key hires.

D. CEO Report

Board members will have an opportunity to ask questions about the CEO written report.

E. Q&A on Written Chief Operating Officer Report (COO)

Board reviews and asks questions about the COO's written report.

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

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

G. School Site Council (SSC) Update

Update from SSC President, Latiphony Wells.

H. Break

III. Non-Action Items

A. 2022-23 Local Control and Accountability Plan Public Hearing (LCAP)

Public hearing to review and provide feedback on the 2022-23 Local Control Accountability Plan (LCAP) and Budget.

B. Public Comment - Non-Action Items & Action Items

C. Advisory Committee Updates

Board President will provide a refresher on the role of board committees. Advisory Committees will provide a summary of work-to-date and next steps.

- Advisory Committees

- Curriculum and Instruction Review: Esther Hugo will present on the 4/19 meeting
- Finance
- Diversity, Equity and Inclusion
- Audit
- Culture and Climate
- WASC

IV. Action Items

A. Board Minutes: March 10, 2022 Board Meeting

B. Committee Minutes: April 19, 2022 Curriculum and Instruction Advisory Committee

C. Student Parent Handbook

Review and approve the Student Parent Handbook for 2022-23

D. FPA Solutions Agreement

Agreement for additional psychological services provided by Fruge Psychological Associates. Services to be provided May 1, 2022 – July 29, 2022.

Fiscal Impact: \$48,685

E. A-G Completion Improvement Grant Program

Making Waves Academy is projected to receive \$291,377 pursuant to the A-G Completion Improvement Grant Program (EC 41590). The purpose of the grant is to help increase the number of high school students who graduate from high school with A-G eligibility. The funds will be available for use through the 2025-26 school year. Making Waves Academy seeks to use this funding to expand access to coursework to satisfy A-G course requirements by establishing new partnerships with post-secondary educational institutions through a dual enrollment program.

Community input collected at a public board meeting held on March 10, 2022 necessitated revisions to our original plan.

Fiscal impact: not to exceed \$35,000 per year for the first three years, then approximately \$140,000 annually thereafter.

F. SPG Addendum Contract

SPED updated its contract with SPG to provide a behavioral restraint trained aide which increased our overall annual cost.

Fiscal Impact: \$68,133.00

G. Making Waves Foundation School Lease Agreement 2022-23

FY2022-23 Making Waves Foundation, Inc. and Making Waves Academy school lease.

As she serves on both Making Waves Academy and Making Waves Foundation boards, Ms. Klein will recuse herself from the voting.

Fiscal Impact: \$1,840,838

H. 2022-23 Catastrophic Student Accident Insurance - Gallagher

Arthur J. Gallagher & Co. provides Catastrophic Student Accident insurance to MWA, included here is the contract renewal for 2022-23.

Fiscal Impact: \$2,703.78

I. Vendor Invoices for March 2022

Fiscal Impact: \$774,150.67

J. Solarwinds Help Desk Platform

SolarWinds Service Desk is an online customer service desk ticketing and equipment inventory system utilized by the MWA IT, Data and Assessment, and Operations teams. The platform provides the following functionality: 1) Consolidates, manages, and prioritizes incoming tickets and requests. 2) Service catalog standardizes service request and fulfillment processes. 3) Fully integrated IT asset management compiles hardware, software, POs, and more. 4) Service portal for users to have a single sign on.

Fiscal Impact: \$30,020.50

K. Employee Handbook

L. CCCOE MOU

M. CTC Declaration of Need

N. Master Calendar and Bell Schedules: 2022-2024

Chief Operating Officer presents the master calendar and bell schedule for 2022-2024.

V. Consent Action Items

Combined Fiscal Impact: \$

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

A. Slides Presented at Board Meeting

B. Documentos traducidos al español/Documents translated to Spanish

Este año, continuaremos traduciendo la agenda de la junta directiva al español. Además, este año traduciremos las portadas que contienen una breve explicación de los artículos incluidos en la agenda, así como el informe escolar que será escrito por la directora principal de la escuela y sus líderes escolares. Tome en cuenta que no todos los artículos incluyen una hoja de portada; las hojas de portada se crean principalmente para artículos que requieren explicación más allá de la breve descripción del artículo.

This year, we will continue to translate the board agenda to Spanish. Additionally, this year we will be translating the coversheets which provide a brief explanation of the items on the agenda as well as the school report which is written by the Senior School Director and her school leaders. Please note that not all items include a coversheet - coversheets are mostly created for items that require more explanation beyond the brief item description.

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.

B. Schedule of Remaining Board of Directors Meetings 2021-2022

- May 5th, 2022, time TBD
- June 16th, 2022, 10:30am-2:00pm

VIII. Closing Items

A. Adjourn Meeting

Coversheet

Mission Connection: Climate Justice Earth Week

Section: II. Standing Reports
Item: A. Mission Connection: Climate Justice Earth Week
Purpose: FYI
Submitted by:
Related Material: Climate Justice Photo Album - School Board Share Out.pptx



Mission Connection

Climate Justice Earth Week

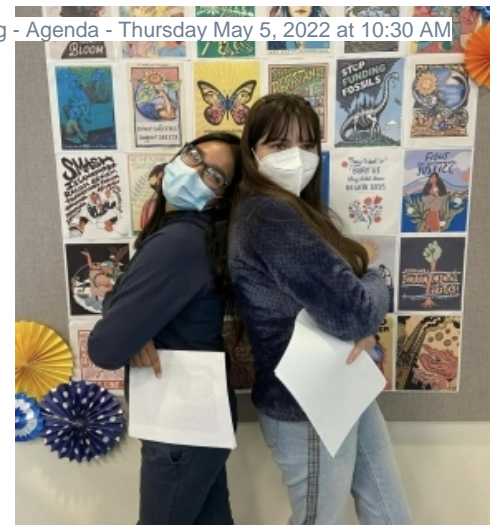
May 5, 2022



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Climate Justice Club Earth Week Events!

Informational & Photo Booth
Upcycling & Pin Making Workshop
Chalk Mural
"The Lorax" - Original
Self-Care For Activists Stations









Questions & Conversation



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Coversheet

ASB Update

Section: II. Standing Reports
Item: B. ASB Update
Purpose: FYI
Submitted by:
Related Material: ASB Board Report - May 2022.pptx



ASB Board Report - May 2022

ASB Members
May 5, 2022



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Table of Contents

- **Successes**
- **Challenges**
- **Priorities**
- **Questions & Conversation**

Successes

Successes

- **Spirit Week**
 - Student advocacy/voice
 - Meeting directly and communicating professionally with school leadership
 - Building community
- **Advisors and Student Coordinators**
- **Announcements**
- **Elections/Campaigning are starting**

Challenges

Challenges

- **Lack of communication**
 - Pep rally and spirit week
 - Bureaucratic obstacles that don't center student experience
 - Big ask for student flexibility and no flexibility in return from school leaders
 - Not having an effective Master Calendar
 - Testing
- **Rough transition for advisors and students activities coordinator**
- **Acclimating to in-person planning**
 - Transition from online to in-person event planning
- **Cancelling Student Pep Rally**
 - Long checklist of demands of requirements not previously needed to plan a pep rally in past event
- **9th and 10th graders not understanding ASB due to lack of in-person events**

Priorities

Priorities

- **ASB Elections**
- **Senior Send Off**
- **ASB Transition of Power**
- **Setting Master Calendar with Spirit Week, Pep Rallies, and ASB events**

Questions & Conversation



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Coversheet

Deep Dive: Talent Hiring Strategies Presentation

Section:	II. Standing Reports
Item:	C. Deep Dive: Talent Hiring Strategies Presentation
Purpose:	Discuss
Submitted by:	
Related Material:	Board_Written._Report_May_2022.docx Board Meeting _Talent Data Slides.pptx



Board Report

School-Wide

(Talent Team Focus for May)

Board Report – May 2022

Talent Team

Lisa Dodson, Managing Director of Talent

Scott Pullman, Associate Director of Talent

Joanella Mendoza, Associate Director of Talent

Where We Have Been...

The Making Waves Academy Talent Team is committed to recruiting and retaining mission-aligned talent to serve our community. Every year brings a new surprise to the world of talent, and this year has certainly been dynamic, and full of surprises and uncertainty. This academic year has been unique with a constant decline in the workforce leading us to the “Great Resignation”. Educators leaving the classroom as well as staff turnover has once again challenged our team to become more creative, innovative, and embrace technology and various platforms while trying to maintain a personal touch.

This year we felt the impact of the pandemic both professionally and personally. We hired 50 new staff members from January 2021 to August 2021 while increasing the number of in-house substitute teachers. However, absenteeism and various leaves continued to impact our community. Despite our best efforts, eight teachers resigned from their positions in the summer of 2021 when the pool of available and qualified teachers was low. The academic year started with ten teacher vacancies which created instability and stress in the community. Turnover in leadership was unexpected, creating additional pain points. Partnerships remained strong but we felt the decline in candidates being referred to our school from various partners. Teach For America’s enrollment declined from 6,000 to 2,000 corps members throughout the United States, decreasing our number of corps members from 4 to 1 with a slight chance of securing 2.

We often ask ourselves: *How did we get here? Did we fail to plan? How could this have been avoided? How do we move forward in this new climate?* It remains to be seen whether this will persist as the pandemic continues presenting challenges for the 2022-2023 academic year.

Where We Are Now...

The Talent Team has expanded as we seek to move towards our goal of a fully staffed school for the 2022-23 school year. We have added a temporary employee, Ms. Melissa Wilson, an experienced HR professional in the role of Talent Team Associate. She is responsible for the coordination of interviews, panels, collecting data and scheduling reference checks. Ms. Joanella Mendoza has also joined the team in the role of Associate Director. She has a strong background in teaching, technology, and school operations.

In the fall, given the teaching shortage, Mr. Nelson authorized the Talent Team to hire on-site substitute teachers. At the end of last year, the school had two full-time, on-site substitute teachers. Currently we have twelve on-site substitute teachers employed by the school. Ms. Chinela Key-Baysinger also joined the staff as a Substitute Coordinator to assist the administration with supporting coverage for faculty absences. Some of these new, on-site substitute teachers are alumni of Making Waves Academy and their presence is inspirational to current Wave-Makers.

The current focus of the Talent Team is the hiring of teachers for the upcoming school year. Our first hire, Ms. Ozgur Root, was hired in December as a middle school teacher. She is currently teaching at an International School in Cyprus. We found her through GetSelected.com, a website for teaching candidates. This site has also led us to find out-of-state teachers for hard-to-fill positions such as Ms. Susana Montoya, our incoming Chemistry Teacher and Mr. Ulicies Isorida,

Board Report – May 2022

our incoming Math Teacher. Our referral process has also been quite useful as we were able to find two English Teachers, Mr. Alex Barkett and Ms. Amanda LaBerge, who started in the winter. Making Waves Academy employees can receive referral bonuses depending on the position their referral is hired for- \$250 for contractor referrals, \$1,000 for staff referrals, \$2,000 for credential teacher or coordinator referrals, and \$3,000 for Director-level referrals.

We have attended in-person career fairs throughout Northern, Central, and Southern California. We also attended virtual fairs with Puerto Rican universities and we are hopeful to continue this outreach. We have partnered with the Global Ambassador Program which attracts bilingual teachers from the Dominican Republic and other countries. We will continue to attend in-person and online fairs throughout the year.

Currently six teachers have accepted offers to join the community for the new school year and we are making offers to many additional candidates. In addition to these six, we hired four teachers in the middle of the school year with the understanding that they will return for the 2022-2023 school year. In addition to teachers, we have had success in filling leadership roles. Dr. Tierra Parker has started as the Senior Dean of Students. Ms. Alina Enoiu has joined us as a Literacy Intervention Coordinator. Mr. Darin Little joined our team as the English Language Development Coordinator. Ms. Arella Sidransky will start next month as an additional Dean of Students. We are continuing to look for mission-aligned educators and leaders in education, and have been authorized by Mr. Nelson to overhire teachers.

As we continue our search for talent, we look forward to utilizing our sources of hire including *Indeed*, our *Making Waves Career Website* (Powered by [Jobvite](#)), job fairs (both in-person and online), *EdJoin*, *Teach For America* and our *Teacher Residency Program*.

Where We Are Going...

The teacher recruitment climate remains ever-changing, exacerbated by a number of challenges- the unprecedented exodus of educators leaving the classroom, a nationwide decline in candidates entering the teaching profession, and attracting teachers to the Bay Area due to the high cost of living. Because of these challenges, the Talent Team continues to analyze and adjust how we utilize existing talent pipelines in order to further our reach and pinpoint high-quality candidates.

Widely used sourcing tools, such as *Indeed*, *EdJoin*, and *GetSelected.Com*, offer growing talent pools and filtering options that our team uses to discover candidates who fit what we're looking for. Used in conjunction with professional networking powerhouses, such as *LinkedIn Recruiter*, we gain greater insight into the person behind the application by viewing more in-depth employment history, colleague endorsements, and skills assessments. We will continue to expand our number of education-affiliated connections on LinkedIn to increase engagement with our job postings with a wider range of candidates. In addition, we'll continue to take advantage of LinkedIn's messaging feature to connect and build relationships with potential candidates long before their first interview with us.

This year, our Teacher Residency Program successfully graduated three teacher residents who will be joining the staff as full-time faculty members. In partnership with Alder Graduate School of Education, we recruit mission-aligned candidates and cover 100% of the tuition costs of a credentialing and master's program. Candidates are expected to teach at Making Waves upon completion of their program. This year, under the leadership of our Director of Teacher Residency, Ms. Kelly Le, we have accepted five teacher residents for the upcoming 2022-2023 school year.

Board Report – May 2022

While the “Great Resignation” has caused significant movement in and out of the workforce, our Talent Team has been fortunate to receive high-quality candidates thanks to MWA faculty and staff that directed this movement in our direction through referrals. We will continue to encourage existing faculty and staff to use their knowledge of MWA culture, experience, and expectations to refer candidates who they think would succeed at our school.

Lastly, as COVID mandates and restrictions continue to lift across the country, our Talent Team is looking forward to attending in-person hiring events to meet the next wave of MWA talent face-to-face. We will also continue to attend virtual hiring fairs to connect with candidates who are unable to attend in-person events, creating greater opportunity and equity among potential candidates to meet members of our Talent Team.

Our team remains resilient and committed to finishing the year strong.

[Meet the Newest Faces at Making Waves Academy!](#)



Talent Team Data

Lisa Dodson, Scott Pullman, and Joanela Mendoza
May 5, 2022

Powered by BoardOnTrack



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Agenda

1. New Hire Profiles

1. MWA New Hires

1. MWA New Teachers

1. Teacher Residency Program



“Being a Making Waves Alumna had a positive impact on my education and continues to support my dream of becoming a teacher. I wanted to serve my community through Making Waves Academy and represent what it is to be a Wave-Maker.”

***-Jazmelina Salas-Ledesma
On-Site Substitute Teacher
14th Wave***

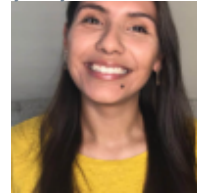
3



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Jazmelina Salas-Ledesma (WM)

On-Site Substitute



San Francisco State University
Bachelor of Arts, Economics
Class of 2021



Making Waves Academy
14th Wave

Jazmelina Salas-Ledesma is a Making Waves Alumna from the 14th Wave. She went on to graduate from San Francisco State University with a Bachelor's in Economics. Coming back to Making Waves, she aspires to give back to her community. Jazmelina has worked within the West Contra Costa Unified School District since 2018. She found a passion in education that she hopes to pursue as an incoming resident in Making Wave's Teacher Residency Program. In her free time, Jazmelina likes to spend time with her family.

[View More MWA Mid-Year Hires](#)

Michael Matthews

Math and Science Teacher



University of the Pacific
Masters of Arts, Education
Class of 2020

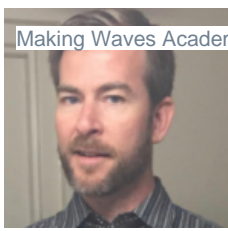


Ohio University
Bachelor of Arts, Linguistics
Class of 2017

Michael Matthews (he/him/his) is a Cleveland native. He comes to Making Waves Academy as an alumna of Ohio University and the University of the Pacific where he obtained his Master of Arts in Education as an Alder Resident. Before Making Waves, he taught English in Ecuador and worked as a Literacy Tutor. Mike is most passionate about all things music, DC & Marvel, and languages.

Darin Little

ELD Coordinator



California Institute of Integral Studies
Master of Arts, Counseling Psychology

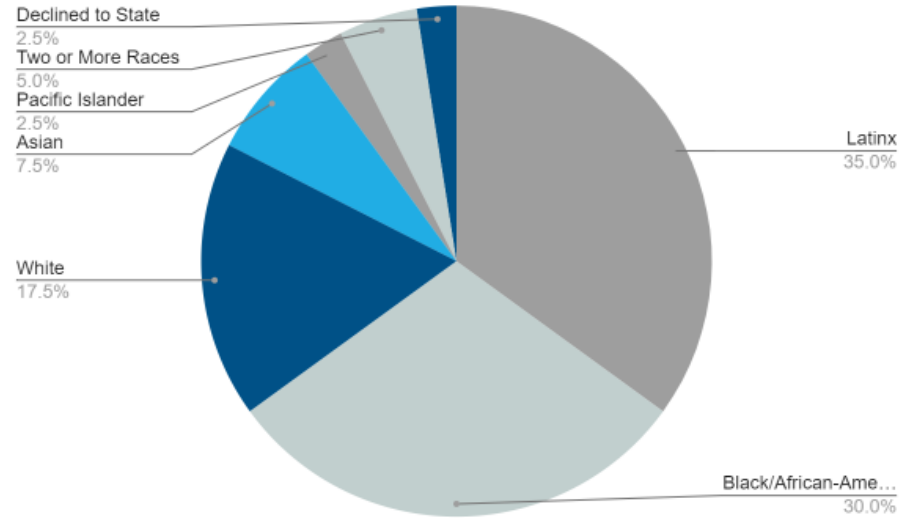
 **UMBC** **University of Maryland- Baltimore**
Bachelor of Arts, Photograph

Darin Little is originally from West Virginia and attended the University of Maryland in Baltimore for Photography. He began teaching Spanish in Catholic schools and came to the Bay Area in 2001. He earned a Master's Degree in Counseling Psychology from the California Institute of Integral Studies and worked in counseling for a number of years before returning to the classroom at Sacred Heart Cathedral Preparatory in San Francisco. Most recently, he worked at Galileo High School teaching English Language Development where he became passionate about helping Newcomers adapt culturally and emotionally as well as academically to life in the U.S. In his free time, he very much enjoys hiking, yoga, soccer, biking, karaoke, stand-up comedy, and other people's dogs.

New Hires by Ethnicity (Sept. 2021-April 2022)

Ethnicity	Number of New Hires
Latinx	14
Black/African-American	12
White	7
Asian	3
Two or More Races	2
Pacific Islander	1
Declined to State	1
New Hire Total	40

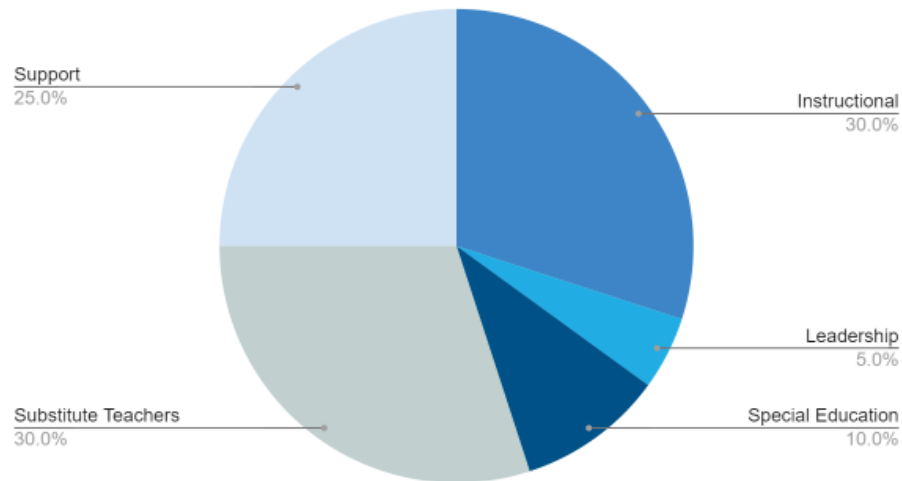
New Hires by Ethnicity (Sept. 2021-April 2022)



New Hires by Position (Sept. 2021-April 2022)

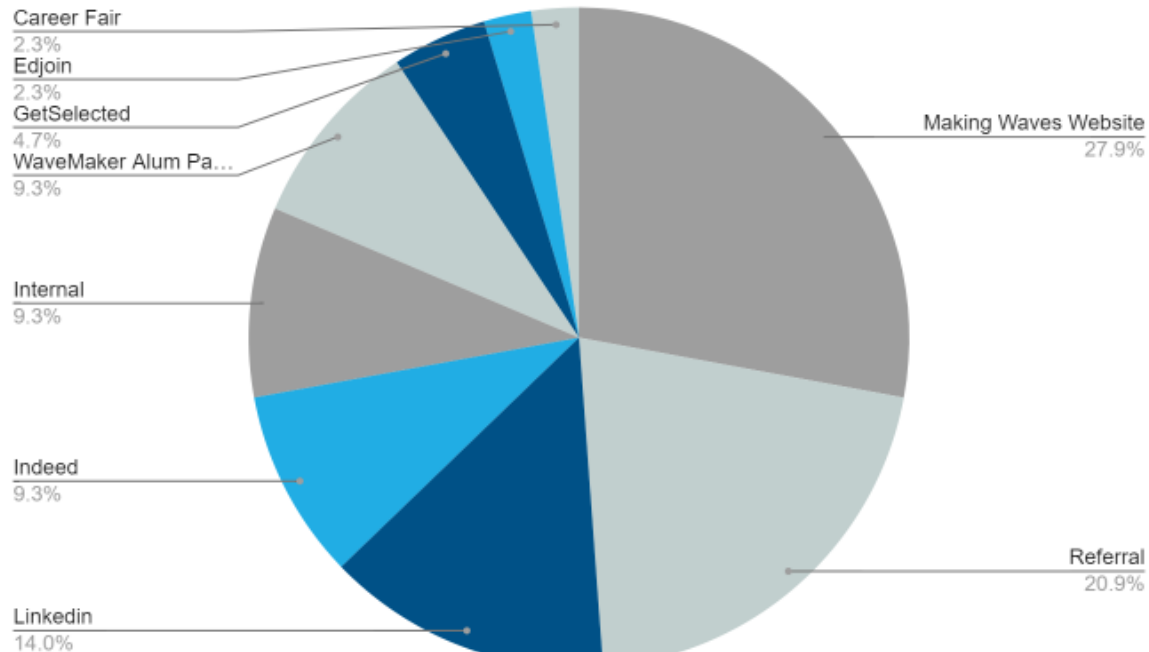
Position	Number of New Hires
Instructional	12
Leadership	2
Special Education	4
Substitute Teachers	12
Support	10

New Hires by Position (Sept. 2021-April 2022)



New Hire Sourcing Tools (Sept. 2021-April 2022)

New Hire Sourcing Tools (Sept. 2021-April 2022)

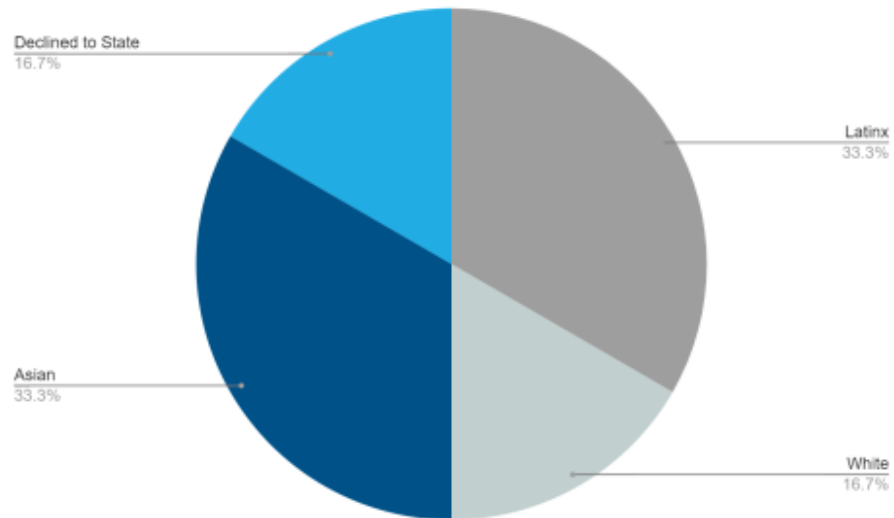


Powered by BoardOnTrack

New Teachers by Ethnicity (2022-2023)

Ethnicity	Number of New Hires
Latinx	2
Asian	2
White	1
Declined to State	1
New Teacher Total	6

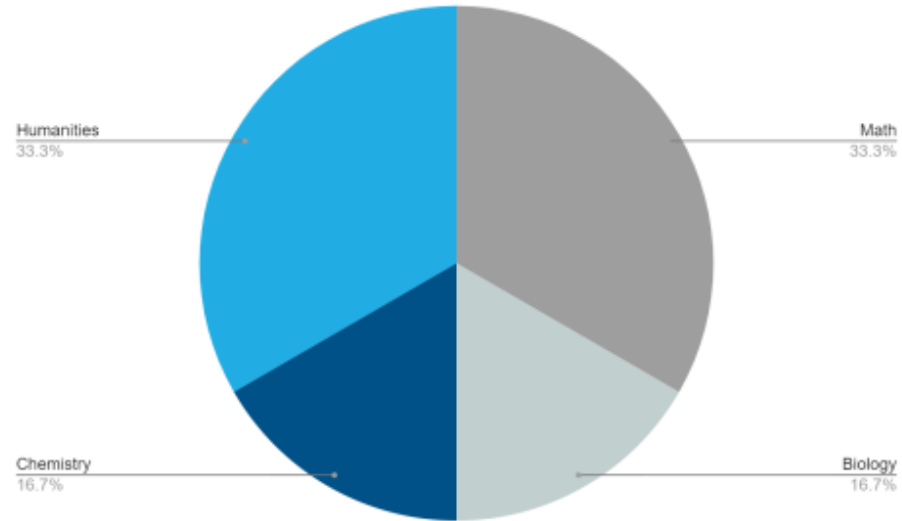
New Teachers by Ethnicity (2022-2023)



New Teachers by Content Area (2022-2023)

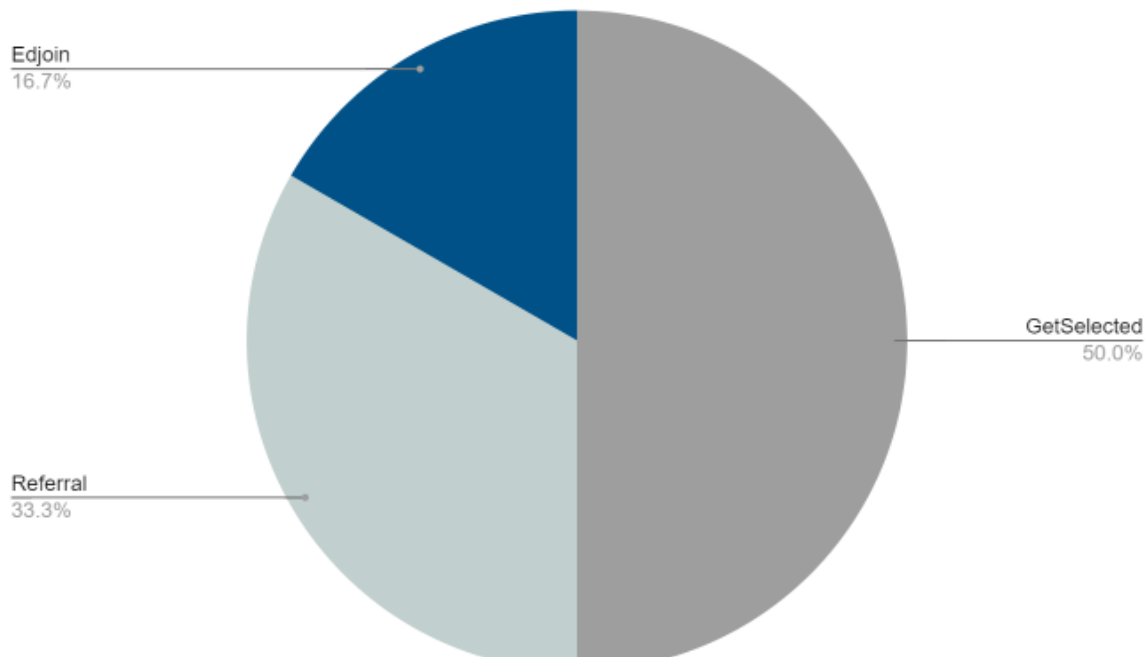
Position	Number of New Hires
Math	2
Biology	1
Chemistry	1
Humanities	2

New Teachers by Content Area (2022-2023)



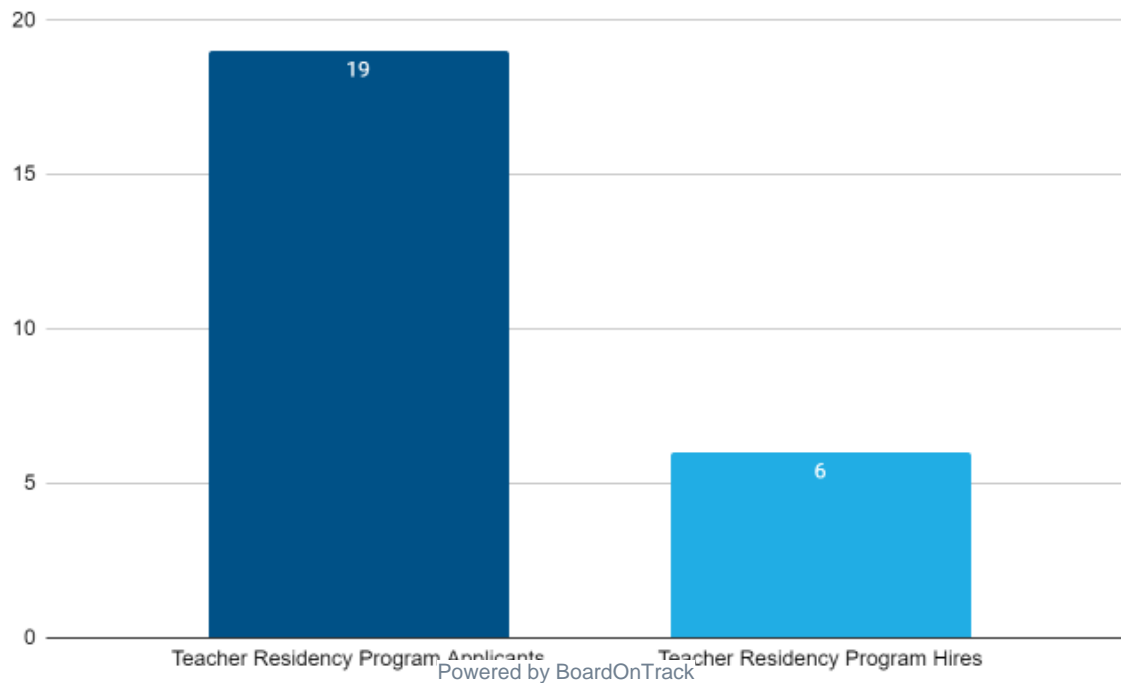
New Teacher Sourcing Tools (2022-2023)

New Teacher Sourcing Tools (2022-2023)



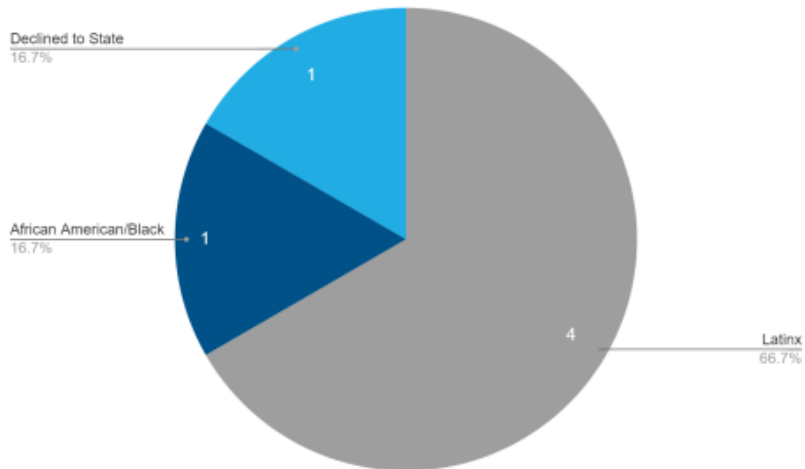
Teacher Residency Program Hiring Report

Summary of TRP Applicants vs. Hires

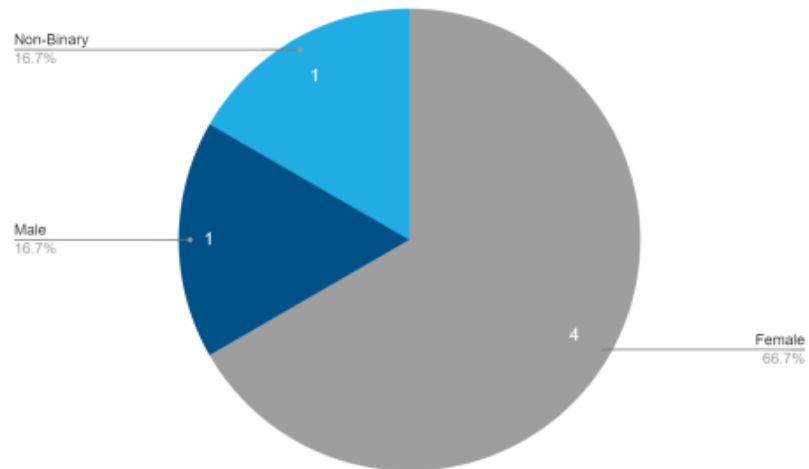


Incoming Teacher Residents By Ethnicity and Gender

Teacher Residents by Ethnicity

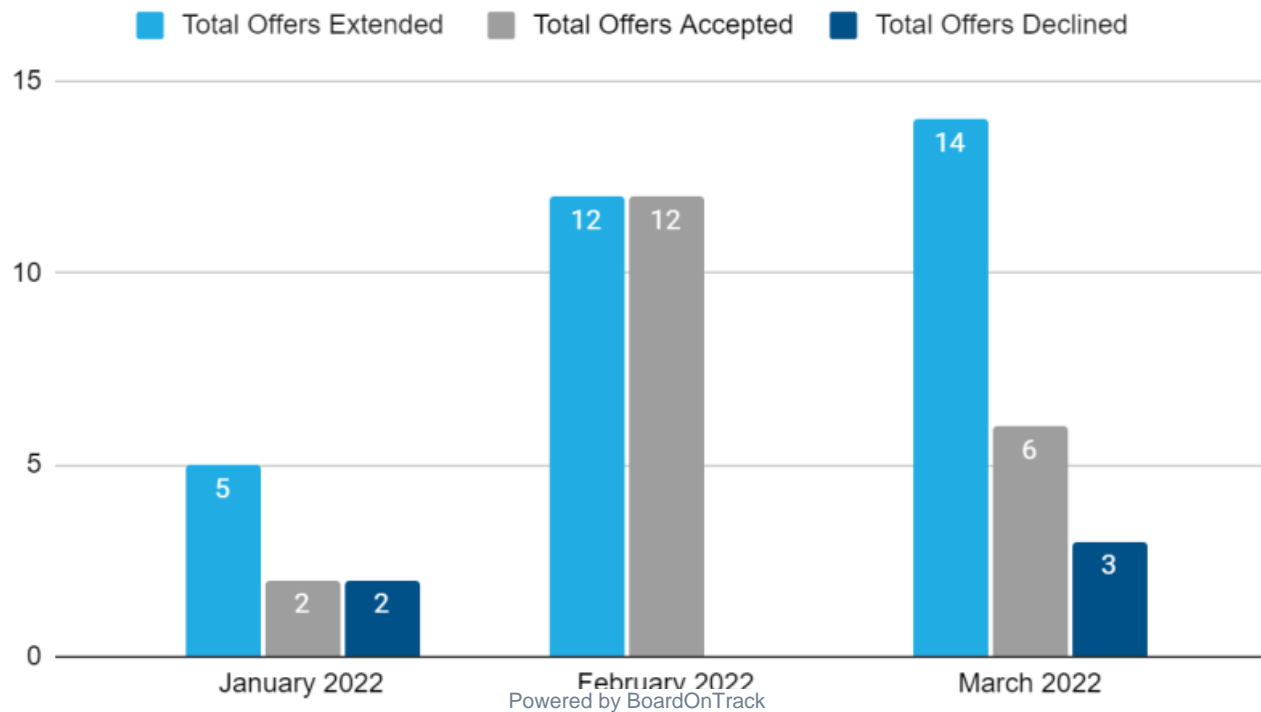


Teacher Residents by Gender



Summary of Offers (January 2022-March 2022)

Summary of Offers (Jan. 2022-March 2022)



Contact Us:

Talent Team

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spullman@mwacademy.org

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Thank You!



Learn. Graduate. Give Back.

Coversheet

CEO Report

Section: II. Standing Reports
Item: D. CEO Report
Purpose: Discuss
Submitted by:
Related Material: MWA CEO Report to the MWA Board_MAY 2022_ABN.pdf



MWA CEO Report to the Making Waves Academy Board of Directors

May 2022

Spring

Since our last meeting in March, MWA continues to persist towards an eventual wrap-up of the 2021-22 school year in June. As stated previously, this school year has been one of the most intense, dynamic, and unpredictable school years in my thirty plus years of experience in education. We have had some successes, lots of growth and challenge, and lots of opportunities.

The spring offers some things to look forward to as we see the end of the school year is near. Some important milestones and events are coming up such as prom, graduations, promotions, and the change in the weather – warmer weather and more daylight. State testing has begun and finals are around the corner.

As I greet students in the morning during arrival at the middle school drop-off area and I wave and say “hi” to parents, I experience a variety of things. I see students coming to school looking forward to seeing their friends and students worrying about things young people their age worry about – *How do I look today? Do my friends really like me? Is lunchtime with my friends going to go better than it did yesterday? Will the teacher collect the homework I only partially completed last night? Does this person I like, like me, too?* Parents’ faces display a range of emotions – relief, hope, distraction, and concern about their child’s safety.

We have, what can feel like sometimes, two school cultures. In one, the majority of students are engaged, wear their uniforms to school, and are excited about being in a class with an engaging and caring teacher. In the other culture a small minority of students are persistently “acting out”, bullying other students, getting into fights, etc. Everyone is a bit tired, most of us are doing the best we can. The hope is that through some key shifts in leadership structure, some clear direction, and some commitment to some of the basics, we can make some progress.

Here are some personal observations and information relayed to me:

- There continue to be a consistent set of faculty and staff absences that appear to be mostly manageable as of right now. Examples of some of the more common reasons for absences include COVID infection and exposure, being sick (flu, cold, etc.), other health-related matters and procedures, and sick children at home needing child care.
- There has been a persistent set of fighting and bullying behavior occurring by a few students in two or three grade levels in the school.
- The senior class have earned and garnered a great range of college admissions results and post-secondary plan options. Options range from selective college admissions to military enlistments, gap years, and vocational training.
- Our 2022-23 budget is near completion and will be ready for the board to review at the June meeting.
- Staff recruitment is ongoing for the current year as well as for the 2022-23 school year.

My Continued Areas of Focus

- Budget for 2022-23
- Meeting with functional area leaders and staff to gain more insight into progress and challenges
- Support efforts to shore up campus safety and operations
- Doing more frequent campus walk-throughs and being a more visible leadership presence

Progress to Goals for 2021-22

My goals and *Objectives & Key Results* (OKRs) have had to shift more than in any other year of my school leadership. Typically, I am able to maintain momentum and make progress on at least two or more major goals. I have had to pivot and amend my areas of focus on goals and timelines multiple times this year.

Goal	Updates	Timing
<p>Goal #1 – <i>Develop a core instructional approach that is consistent with the core identity of MWA’s past and provides forward-looking approaches that are responsive to more current and future teaching and learning challenges and opportunities.</i></p>	<p>For the past couple of months, the discussion with leadership has largely focused on structural elements such as the bell schedule, calendar, summer programming, and leadership shifts to address areas of challenge. I think this work will require more time to meet with new and returning leaders to come to agreement on areas of emphasis, assessment, and progress tracking.</p>	<p>JUNE</p>
<p>Goal #2 – <i>Apply some of the recommendations of the Cal Berkeley Board Fellows in the area of further capturing and systemizing program and teaching innovation through a consistent “test and learn” approach.</i></p>	<p>Deprioritized with the exception of the college access scope and sequence work. I think there will be “test and learn” opportunities we can take advantage this year, and to be more fully realized it needs some connection to progress on Goal #1. Any innovation needs to be anchored in core practices and goals.</p>	<p>NA</p>
<p>Goal #3 – <i>Assess MWA programs to assess resource allocation levels for the near and medium term to support long term financial sustainability.</i></p>	<p>The 2022-23 budget proposes to address the 3 areas that were most important to staff – 1) keeping the Temporary COLA Stipend, 2) bolstering campus supervision, and 3) continuing with our holistic support. With this in mind, we propose to keep the Temporary COLA Stipend and add a material cost of living adjustment to all salary/hourly compensation. The budget also proposes to add more campus supervisors and create leadership structures that allow for more direct oversight and responsibility for specific parts of the school. Finally, holistic support is maintained with some shifts down in spending in some areas to align with our Multi-Tiered Systems of Support (MTSS) approach to academics and intervention. In short, resources should be shifted to Tier 1 supports while maintaining Tier 3 supports but at a lower level. The thought here is</p>	<p>JUNE</p>

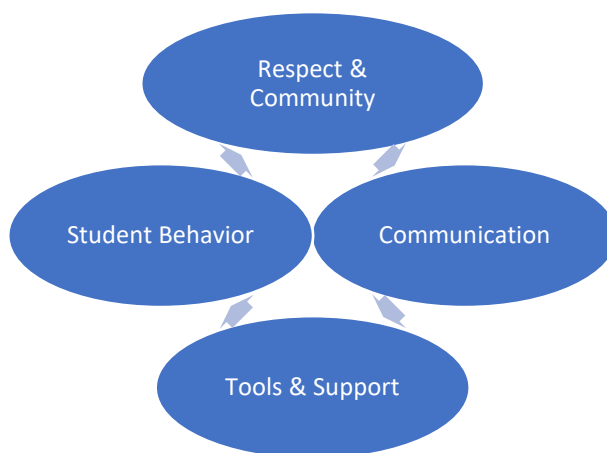
	to deliver more of the services in direct and indirect ways at the classroom level of service and support. In the big picture, this will reduce some of our costs in some areas while still maintaining critical programming, services, and staffing.	
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MWA Board Engagement with MWA Staff

A continued area of focus is communication – attempting to communicate “early and often”, providing context and clarity as much as I can, and communicating across the range of our community members. Please see the chart on the next page for various updates.

Progress Updates in Thematic Areas of Staff Engagement Board Report

Feedback Themes	Updates
<i>Respect & Community</i>	<ul style="list-style-type: none"> • The central office staff worked with a service provider to provide an opt-in opportunity to reflect on and debrief the school year. It was well attended and facilitated well. Central office staff were able to share experiences with one another and connect. • Representative feedback was sought in arriving at the final version of the daily bell schedule and 2022-23 school calendar.
<i>Communication</i>	<ul style="list-style-type: none"> • Maintaining direct messaging to staff through email and Slack. • Meeting with small groups of staff and individuals to discuss pain points and experiences.
<i>Tools & Support</i>	<ul style="list-style-type: none"> • Reviewing SEL curriculum and online platforms • Arrived at agreement and support for getting perimeter fencing installed around the campus.
<i>Student Behavior</i>	<ul style="list-style-type: none"> • Did some direct messaging to students in Homeroom (MS) and Advisory (US). • Working with and supporting the Senior Dean and Deans more directly.



Strategic Plan Updates

Patrick and I have had a couple of meetings with community members and supporters of Making Waves to share and discuss some high-level strategies and tools that can be developed to enable the innovation and expansion components of the strategic plan. The work to better align college access and success work is ongoing but not as much progress is being made there. I am responsible for moving this particular component forward. I hope to make some progress on this before the end of the school year.

Coversheet

Q&A on Written Chief Operating Officer Report (COO)

Section: II. Standing Reports
Item: E. Q&A on Written Chief Operating Officer Report (COO)
Purpose: Discuss
Submitted by:
Related Material: May_2022_COO_Board_Report.pdf



Board Report

Chief Operating Officer

May 2022

Elizabeth Martinez

Chief Operating Officer

It is incredible to look back and think about our first week of school and everything that has taken place since then. In my September 2021 report I stated:

“If I had to describe the work ahead, I would say that we are continuously changing parts on the metaphorical bus as it’s in motion; this is the nature of this year where nothing is certain and yet everything requires order.”

That statement continues to be true in more ways than one and yet ***here we are, just 6 weeks away from the finish line.*** Many parts have changed and the bus has continued moving forward. COVID testing and protocols have slowed down but other challenges have taken up the space that work once inhibited. ***Our case rates have remained very low following spring break (0-2 cases per week) but we are seeing a drastic increase in student behaviors that are disruptive to the learning environment.*** At present, I continue to lead the COVID Safety Team, School-Wide Operations, HR, Compliance (Data Systems & Assessments), Attendance, and Marketing. In addition, I am overseeing the work of the Dean of Students Office. ***My focus at this time is to get us through the next 6 weeks as safely as possible and to support the team on resetting for the next school year.***

Focus Area: Filling Critical Roles

- Key roles include a *Director of School Operations, Marketing and Outreach Manager, Campus Supervisors and additional HR positions.*

Focus Area: Supporting the Dean’s Office

- Providing guidance and direction on systems and processes that support equity, accountability, and most importantly safety.
- Setting a vision and direction for the new school year rooted in systems, consistency, communication and follow through.

Focus Area: Supporting the Operations Team

- Providing guidance and direction on systems and processes that support safe facilities, campus supervision, and campus safety.
- Providing definition and clarity of roles and responsibilities for the new school year rooted in systems, consistency, training, and communication.

Other Key Updates

- ***State testing is underway***, preliminary completion rates are showing us at approximately 90%. Our participation requirement, for the school and subgroups, is 95%.
- ***Our P-2 Attendance Submission came in at 86.71%*** (compared to 96.20% in 2019). This was expected given the number of individual quarantines and school closures.
- The Central Office is leading the planning for ***our first in-person promotion and graduation since 2019!***
- ***The school is hosting the first prom since 2019!*** This was a great collaborative effort between senior advisors, key leaders, and operations staff.

May 2022

Quarter 4 Priorities for COO Team

<p>Compliance and Data Systems</p>	<p>School Systems</p> <ul style="list-style-type: none"> ● Student Attendance Review Board Process [paused] ● Student-Parent/Guardian Handbook ✓ <p>State Reporting</p> <ul style="list-style-type: none"> ● CALPADS Fall 2 ✓ ● Student Accountability Report Card ✓
<p>Compliance and Assessments</p>	<p>Assessments & Diagnostics</p> <ul style="list-style-type: none"> ● Successful CAASPP (SBAC, CAST, ELPAC) Administration [in progress] <p>Compliance Monitoring</p> <ul style="list-style-type: none"> ● End of Year and Summer school planning [in progress] ● Civil Rights Data Collection (CRDC) Submission ✓ ● Student Handbook Revision ✓ ● LCAP/SPSA: Completing drafts and stakeholder input; Board Approval and Submission [in progress]
<p>Registrar</p>	<p>State Reporting</p> <ul style="list-style-type: none"> ● P-2 attendance submission in Q4 ✓ ● May Audit [in progress] <p>Attendance Monitoring</p> <ul style="list-style-type: none"> ● Independent Study Attendance Reporting ✓ ● Daily attendance tracking [ongoing]
<p>Human Resources</p>	<p>Employment</p> <ul style="list-style-type: none"> ● Compensation statement distribution in June. [not started] ● Schedule/conduct off-boardings logistics for nonrenewal employees. [not started] ● Extend new employee offers for the upcoming school year. [ongoing] ● Plan upcoming new employee welcome orientation. [not started] <p>Compliance</p> <ul style="list-style-type: none"> ● Employee handbook revisions for Board approval in May. ✓ ● Connect with Sr. DAI to confirm teacher assignments in March/April to ensure credential eligibility to teach assignment. ● Prepare CTC declaration of need ✓ <p>Performance</p> <ul style="list-style-type: none"> ● Prepare annual evaluation materials for distribution in May ✓ [ahead of schedule]
<p>Operations</p>	<p>Systems</p> <ul style="list-style-type: none"> ● Formally launch new parent communication tool and sunset old processes ● Refine and standardize the use of SolarWinds to track and respond to Operations request [ongoing] ● Finalize master calendar for two school years ✓ <p>Staffing</p> <ul style="list-style-type: none"> ● Engaging with Operations team members to evaluate clarity of roles and responsibilities for the 2022-2023 school year [ongoing]

May 2022

Coversheet

Q&A on Written Finance Report (CFO)

Section: II. Standing Reports
Item: F. Q&A on Written Finance Report (CFO)
Purpose: Discuss
Submitted by:
Related Material: 01 MWA March Financials-04.15.22.pdf



Making Waves Academy March 2022 Financial Report

Dear MWA Board Members,

On March 31, 2022, Making Waves Academy closed its books with \$4.49M in cash. Operations for MWA - "School" and MWA Central Office have been under budget for the month. MWA - "School" spent about \$1.92M, and MWA Central Office spent about \$272K in March 2022.

Year-to-Date

- The budget used for our comparisons is the board-approved 2nd interim budget.
- MWA - "School" finished \$1.04M, or 6% under budget, and MWA Central Office finished \$209K or 8% under budget.
- Government Revenues only - We received this fiscal year to date \$10.22M compared with \$8.64M in the same period last year. Last year, we received one-time funding of Elementary and Secondary School Relief Funds I (ESSER I) and Learning Loss Mitigation (LLM) Funds from the federal CARES Act. This year, we received one-time funding of Elementary and Secondary School Relief Funds II (ESSER II), Elementary and Secondary School Relief Funds III (ESSER III), and Expanded Learning Opportunities (ELO) grants.
- In the month of March, we have a total of 29.5 Full-Time Equivalent (FTE) unfilled positions. The unfilled positions comprised 6 Full-Time Equivalent (FTE) teachers, 7 on-site substitute teachers, and 16.5 Full-Time Equivalent (FTE) non-teaching staff.

MWA - "School"

1. In March, the YTD savings of \$889K from salaries and benefits are due to 26.5 Full-Time Equivalent (FTE) unfilled positions.
2. Budget savings totaling \$47K are from supplies expenses such as textbooks, core curricula materials, custodial supplies, and student food services.
3. A net saving of \$99K for contract services is due to the following:
 - a. The expenses for gas and electricity, building maintenance, student transportation for sports, psychological services, contract services for substitute teachers, special education, and internet expenses were \$65K higher than the budget.
 - b. Savings of \$164K came from staff attending fewer professional development events, utilities - waste and water, cell phone expenses, fewer study trips and facilities use fees for sports, less printing and reproduction cost, and fewer IT contract services. Some of the variances are due to timing issue, as we are still waiting for the bills.
4. Total savings for non-personnel expenses are \$147K.



MWA Central Office

1. The \$164K variance for salaries and benefits is due to the following:
 - a. 3 Full-Time Equivalent (FTE) unfilled positions.
 - b. Accrued paid time off (PTO), as more paid time off was taken in July and December. This variance will improve as staff accumulates more PTO.
2. Budget savings of \$45K are from staff professional development, student information & assessment contract services, IT contract services, staff recruitment, and continuing education support for staff tuition. Some of the variances are due to timing issues, as we are still waiting for the bills.

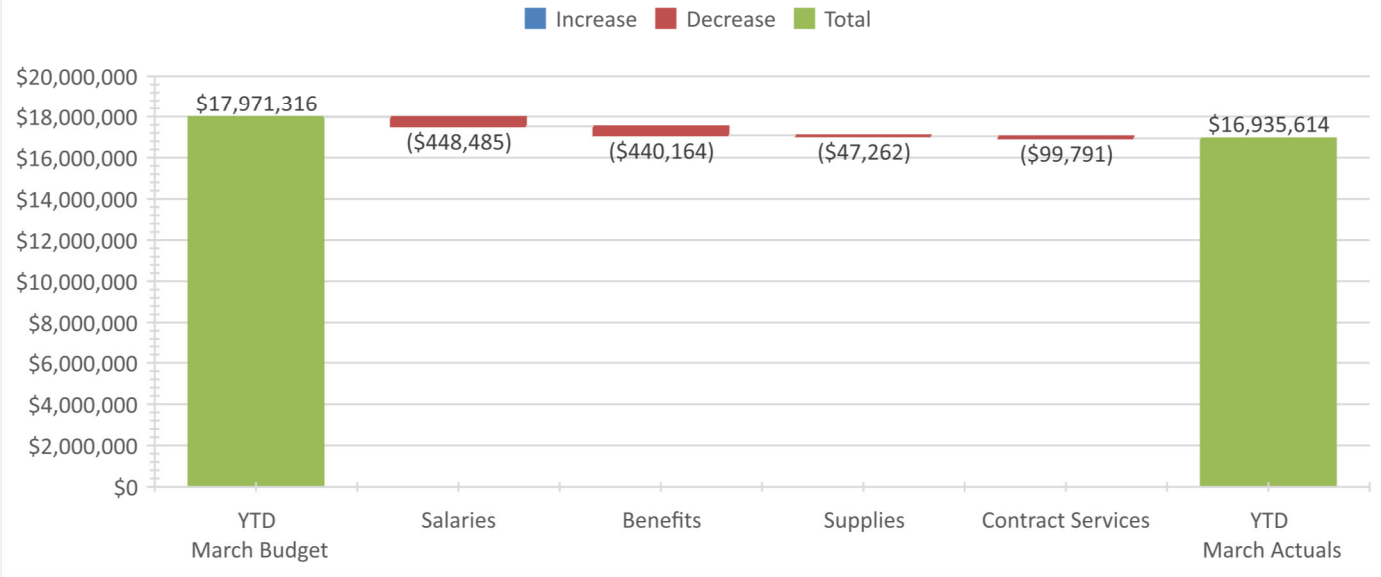
We wrapped up the month of March by being proactive and positive. We asked our auditor to review our independent study attendance documentations for the five days implemented in January to ensure there are no surprises when they come in for their fieldwork in early June. We still face the same teacher and staff shortage challenge, which will be hard to overcome, but we hope that normalcy eventually will come as we have beefed up our recruitment efforts and implemented effective protocols to keep the COVID cases low. In the meantime, we will monitor our cash flow closely to maintain appropriate cash levels, follow the state's revenue schedule, and accrue all revenues by June 30, 2022.

State and Local Payment Schedule:

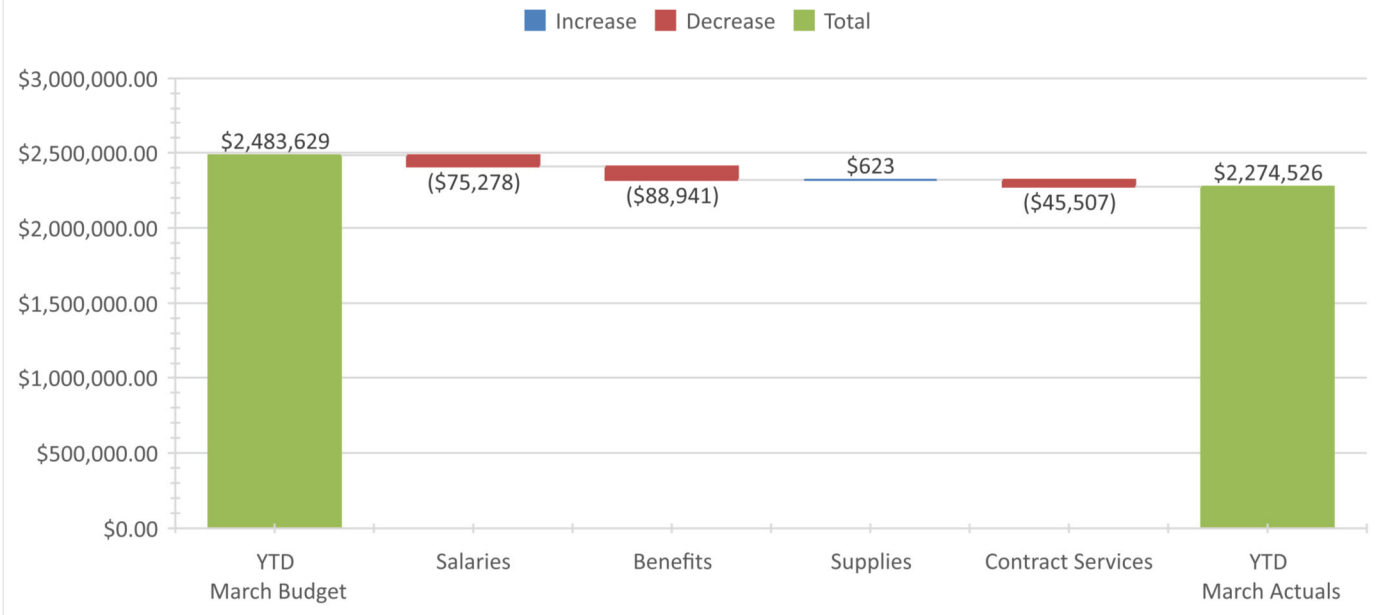
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June (Deferred to July/August)
State Aid, LCFF, and State SPED	5%	5%	9%	9%	9%	9%	9%	20% of balance due	20% of balance due	20% of balance due	20% of balance due	20% of balance due
Property Tax	10%	6%	12%	8%	8%	8%	8%	8%	8%	8%	8%	8%



*YTD Expenses (July - March 2022)
Budget to Actual Breakdown - MWA - "School"*



*YTD Expenses (July - March 2022)
Budget to Actual Breakdown - MWA Central Office*



**MWA - "School" YTD Actuals vs. Budget
March 2022**

	A	B	C	D	E	F	G
1	MWA - "School" FY2021 Spending Budget Tracking Report		Monthly Executive Summary				
2	Actuals vs. Cycled Budget		1. Spending -6% under budget				
3			2. Budgeted teachers and staff vacancies of 26.5 FTE are not fully filled				
4			3. Spending in non-personnel areas overall is under budget				
5							
6	MWA Spending Budget	Budget FY2022	07.01.21 - 03.31.22- Actuals	07.01.21 - 03.31.22- 2nd Interim Budget	Variance	% Variance	Notes
7	1100 - Teacher Salaries	5,014,829	3,059,565	3,228,749	(169,184)	-5%	Savings from the following: • 6 Teacher vacancies • Timing for independent study and other stipends being paid out
8	1103 - Substitute Teacher Salaries	703,737	373,042	482,543	(109,501)	-23%	Variance from 7 On-Site Subs vacancies
9	1200 - Certificated Pupil Support	703,641	487,558	485,401	2,157	0%	
10	1300 - Certificated Supervisor & Administrator Salaries	1,362,839	904,974	939,280	(34,306)	-4%	Variance from the following vacancies: • Dean of Student • Director of Academic Instruction
11	1409 - Special Temporary COLA	1,670,000	1,101,500	1,177,249	(75,749)	-6%	Savings from vacancies
12	1900 - Certificated Other Salaries	354,762	246,895	244,405	2,490	1%	
13	2100 - Classified Instructional Aide Salaries	551,625	361,192	375,062	(13,870)	-4%	
14	2200 - Classified Support Staff Salaries	745,065	467,695	514,735	(47,040)	-9%	Variance savings from the following vacancies: • 2 Campus Supervisors • Lead Campus Supervisor • Student Support Services Assistant
15	2300 - Classified Supervisor & Administrator Salaries	695,926	508,658	481,906	26,752	6%	Variance from: • Final check for Director of School Culture includes PTO • Extra work done by Director of Academic Support Services • Extra substitute work done by Director of Teacher Residency
16	2400 - Classified Clerical and Office Salaries	624,234	385,425	426,167	(40,742)	-10%	Variance savings from the following: • Parent Engagement Coordinator vacancy • Hired Assistant Substitute Coordinator at rate lower than budgeted
17	2900 - Classified Other Salaries	140,994	107,107	96,599	10,508	11%	
18	Total Salaries	12,567,652	8,003,611	8,452,096	(448,485)	-5%	
19	3101 - State Teachers Retirement System (STRS)	1,454,752	807,355	908,097	(100,742)	-11%	
20	3301 - Social Security and Medicare	386,306	239,954	271,604	(31,650)	-12%	Variance from vacancies
21	3401 - Health & Welfare Benefits	1,693,125	1,128,894	1,269,844	(140,950)	-11%	
22	3501 - Unemployment Insurance	15,612	15,613	15,612	1	0%	
23	3601 - Workers Comp Insurance	137,028	105,757	102,445	3,312	3%	
24	3701 - 403(B) Retirement Match	104,000	39,033	73,200	(34,167)	-47%	Not all employees taking advantage of 403(B) matching program
25	3999 - Accrued Paid Time Off	117,066	(53,797)	82,171	(135,968)	-165%	Variance due to employee terminations and employees taking vacation in July and December, variance will improve as staff accumulate more PTO

**MWA - "School" YTD Actuals vs. Budget
March 2022**

	A	B	C	D	E	F	G
6	MWA Spending Budget	Budget FY2022	07.01.21 - 03.31.22- Actuals	07.01.21 - 03.31.22- 2nd Interim Budget	Variance	% Variance	Notes
26	Total Benefits	3,907,889	2,282,809	2,722,973	(440,164)	-16%	
27	Total Salaries & Benefits	16,475,541	10,286,420	11,175,069	(888,649)	-8%	
28							
29	4100 - Approved Textbooks and Core Curricula Mater	161,000	97,574	138,581	(41,007)	-30%	More e-textbooks purchased versus physical textbooks
30	4200 - Books and Other Reference (Faculty and Staff	2,000	-	-	-	-100%	
31	4315 - Custodial Supplies	100,000	31,132	38,196	(7,064)	-18%	
32	4325 - Instructional Materials & Supplies	225,001	143,003	140,735	2,268	2%	
33	4330 - Office Supplies	1,500	-	563	(563)	-100%	
34	4390 - Other Food	5,000	-	-	-	-100%	
35	4410 - Furniture, Equipment & Supplies (non-capitaliz	7,000	-	-	-	-100%	
36	4420 - Computers and IT Supplies (non-capitalized)	221,465	87,414	87,932	(518)	-1%	
37	4710 - Student Food Services	406,852	265,142	265,521	(379)	0%	
38	4910 - Emergency Supplies	5,000	-	-	-	-100%	
39	4990 - Contingency	7,000	-	-	-	-100%	
40	Total Supplies	1,141,818	624,265	671,528	(47,263)	-7%	
41	5210 - Conference and Professional Development	100,875	73,400	85,232	(11,832)	-14%	
42	5215 - Travel - Mileage, Parking, Tolls	7,125	427	1,145	(718)	-63%	
43	5220 - Travel - Airfare & Lodging	17,775	1,421	11,912	(10,491)	-88%	Less conference, memberships, and PD due to COVID
44	5225 - Travel - Meals	13,550	232	475	(243)	-51%	
45	5305 - Professional Dues & Memberships	13,100	5,517	10,795	(5,278)	-49%	
46	5421 - General Liability Insurance	238,949	180,697	190,412	(9,715)	-5%	
47	5510 - Utilities - Gas and Electric	336,000	253,523	244,500	9,023	4%	
48	5515 - Janitorial and Gardening Services	546,600	399,924	409,950	(10,026)	-2%	
49	5525 - Utilities - Waste	56,000	38,646	52,137	(13,491)	-26%	Variance due to timing issue, waiting for bills to be paid
50	5530 - Utilities - Water	81,000	45,581	57,751	(12,170)	-21%	
51	5605 - Equipment Leases and Rentals	148,800	79,262	87,013	(7,751)	-9%	
52	5610 - Occupancy Rent	1,753,179	1,314,885	1,314,885	-	0%	
53	5612 - Facilities Use Fees	23,500	11,108	13,513	(2,405)	-18%	
54	5615 - Repairs and Maintenance - Building	160,000	57,755	53,696	4,059	8%	
55	5617 - Repairs and Maintenance - Non-computer Equ	3,000	-	-	-	-100%	
56	5618 - Repairs & Maintenance - Auto	6,500	1,754	2,015	(261)	-13%	
57	5806 - County Oversight Fees	107,000	-	-	-	-100%	
58	5810 - Contracted Services	790,991	362,270	389,904	(27,634)	-7%	Less contract services needed for the month
59	5810.001 - Food Service Administration	1,000	-	-	-	-100%	
60	5810.003 - Student Transportation	164,710	113,171	96,285	16,886	18%	
61	5810.004 - Intervention & Consultation	400,183	267,001	266,789	212	0%	
62	5810.005 - Psychological Services	689,566	496,231	490,881	5,350	1%	
63	5810.006 - Substitute Teachers	95,000	100,470	94,955	5,515	6%	

**MWA - "School" YTD Actuals vs. Budget
March 2022**

	A	B	C	D	E	F	G
6	MWA Spending Budget	Budget FY2022	07.01.21 - 03.31.22- Actuals	07.01.21 - 03.31.22- 2nd Interim Budget	Variance	% Variance	Notes
64	5810.007 - Interscholastic - Coaches	90,000	26,100	36,462	(10,362)	-28%	Offsets account 2900 above for coaches stipends paid to employees
65	5810.008 - Information Technology	1,003,470	806,093	811,051	(4,958)	-1%	
66	5811 - Student Exams Fees	17,000	(1,801)	824	(2,625)	-319%	Received rebate for student exams
67	5821 - Printing and Reproduction	29,000	12,375	26,404	(14,029)	-53%	Variance due to timing issue, waiting for bills to be paid
68	5840 - Study Trip - Entrance, Admission, & Ticket Fee	37,900	980	1,130	(150)	-13%	
69	5851 - Continuing Education Support	102,500	85,115	96,165	(11,050)	-11%	
70	5897 - Special Education	461,290	231,528	224,873	6,655	3%	
71	5898 - Use Tax	1,000	-	-	-	-100%	
72	5905 - Company Cell Phones	72,200	26,114	32,376	(6,262)	-19%	
73	5910 - Internet	101,600	95,891	78,050	17,841	23%	Under adjusted budget from 5905- Company Cell Phones account for hot spot devices to students and staff
74	5915 - Postage and Delivery	22,000	12,720	13,103	(383)	-3%	
75	5920 - Landlines and Office Based Phones	7,800	5,040	4,885	155	3%	
76	6900 - Depreciation and Amortization	25,000	13,650	17,311	(3,661)	-21%	
77	INCO.EXP - 5895 MWAS (Central Office) Fees	1,210,457	907,848	907,840	8	0%	
78	Total Contract Services	8,935,620	6,024,928	6,124,719	(99,791)	-2%	
79							
80	Total Salaries & Benefits	16,475,541	10,286,420	11,175,069	(888,649)	-8%	
81	Total Supplies	1,141,818	624,265	671,528	(47,263)	-7%	
82	Total Contract Services	8,935,620	6,024,928	6,124,719	(99,791)	-2%	
83	Total Expenses	26,552,979	16,935,613	17,971,316	(1,035,703)	-6%	

MWA Central Office YTD Actuals vs. Budget
March 2022

	A	B	C	D	E	F	G
1	MWA Central Office FY2021 Spending Budget Tracking Report		Monthly Executive Summary				
2	Actuals vs. Cycled Budget		1. Spending -8% under budget				
3			2. Spending in non-personnel areas overall is under budget				
4							
5							
6	MWAS (Central Office) Spending Budget	Budget FY2022	07.01.21 - 03.31.22- Actuals	07.01.21 - 03.31.22- 2nd Interim Budget	Variance	% Variance	Notes
7	1409 - Special Temporary COLA	182,000	119,500	128,917	(9,417)	-7%	
8	2300 - Classified Supervisor & Administrator Salaries	1,821,248	1,219,794	1,264,268	(44,474)	-4%	Variance from the following vacancies: • HR Employment Manager • Associate Director of Talent
9	2400 - Classified Clerical and Office Salaries	174,710	99,294	120,681	(21,387)	-18%	Vacant position - Student Recruitment & Engagement Coordinator
10	Total Salaries	2,177,958	1,438,588	1,513,866	(75,278)	-5%	
11	3101 - State Teachers Retirement System (STRS)	56,286	38,096	38,218	(122)	0%	
12	3301 - Social Security and Medicare	135,304	84,296	95,234	(10,938)	-11%	
13	3401 - Health & Welfare Benefits	249,425	203,175	187,069	16,106	9%	
14	3501 - Unemployment Insurance	5,606	5,606	5,606	-	0%	
15	3601 - Workers Comp Insurance	28,315	20,394	21,236	(842)	-4%	
16	3701 - 403(B) Retirement Match	74,847	44,139	52,681	(8,542)	-16%	
17	3999 - Accrued Paid Time Off	98,948	(15,149)	69,454	(84,603)	-122%	Variance due to employee terminations and employees taking vacation in July and December, variance will improve as staff accumulate more PTO
18	Total Benefits	648,731	380,557	469,498	(88,941)	-19%	
19	Total Salaries & Benefits	2,826,689	1,819,145	1,983,364	(164,219)	-8%	
20							
21	4200 - Books and Other Reference (Faculty and Staff	1,700	-	-	-	-100%	
22	4330 - Office Supplies	7,400	3,572	2,781	791	28%	Variance due to timing issue, will even out in following months
23	4390 - Other Food	2,000	-	-	-	-100%	
24	4410 - Furniture, Equipment & Supplies (non-capitaliz	1,500	-	-	-	-100%	
25	4420 - Computers and IT Supplies (non-capitalized)	13,450	4,504	4,672	(168)	-4%	
26	4990 - Contingency	40,000	-	-	-	-100%	
27	Total Supplies	66,050	8,076	7,453	623	8%	
28	5210 - Conference and Professional Development	23,000	4,968	19,433	(14,465)	-74%	Less professional development due to COVID
29	5215 - Travel - Mileage, Parking, Tolls	2,700	70	434	(364)	-84%	
30	5220 - Travel - Airfare & Lodging	5,500	2,946	3,686	(740)	-20%	
31	5225 - Travel - Meals	3,350	236	118	118	100%	
32	5305 - Professional Dues & Memberships	25,500	21,810	21,013	797	4%	
33	5605 - Equipment Leases and Rentals	6,200	3,197	3,626	(429)	-12%	
34	5803 - Accounting Fees	30,000	25,778	26,296	(518)	-2%	

**MWA Central Office YTD Actuals vs. Budget
March 2022**

	A	B	C	D	E	F	G
6	MWAS (Central Office) Spending Budget	Budget FY2022	07.01.21 - 03.31.22- Actuals	07.01.21 - 03.31.22- 2nd Interim Budget	Variance	% Variance	Notes
35	5804 - Legal Fees	70,000	74,630	53,676	20,954	39%	Contracts reviewed by Legal team & Legal research of COVID-19 vaccine accommodations, independent study, and etc.
36	5810 - Contracted Services	268,950	123,021	132,573	(9,552)	-7%	
37	5810.002 - Student Information & Assessment	63,247	35,298	38,457	(3,159)	-8%	
38	5810.004 - Intervention & Consultation	15,000	-	1,250	(1,250)	-100%	
39	5810.005 - Psychological Services	5,000	-	-	-	-100%	
40	5810.008 - Information Technology	94,308	40,383	76,224	(35,841)	-47%	Variance due to timing issue, waiting for bills to come in
41	5820 - Recruiting - Students	10,000	12,945	10,000	2,945	29%	Printing costs related with student recruiting
42	5821 - Printing and Reproduction	2,500	3,562	2,276	1,286	57%	
43	5850 - Staff Recruitment	84,750	46,835	38,932	7,903	20%	
44	5851 - Continuing Education Support	20,000	5,000	18,764	(13,764)	-73%	
45	5853 - Payroll Processing Fees	54,000	33,593	36,990	(3,397)	-9%	
46	5898 - Use Tax	-	1,436	-	1,436	-100%	Use tax and environmental fee
47	5905 - Company Cell Phones	15,500	8,871	6,950	1,921	28%	New equipment charges for staff
48	5915 - Postage and Delivery	3,550	2,716	2,114	602	28%	Mailing confirmations for payroll checks
49	5992 - Bank fees (not interest charges)	1,000	10	-	10	-100%	
50	Total Contract Services	804,055	447,305	492,812	(45,507)	-9%	
51							
52	Total Salaries & Benefits	2,826,689	1,819,145	1,983,364	(164,219)	-8%	
53	Total Supplies	66,050	8,076	7,453	623	8%	
54	Total Contract Services	804,055	447,305	492,812	(45,507)	-9%	
55	Total Expenses	3,696,794	2,274,526	2,483,629	(209,103)	-8%	

Making Waves Academy
FY2022

	A	B	C	D
1		Making Waves Academy		
2		Statement of Financial Position		
3				
4				
5				
6				
7		06/30/2021	03/31/2022	
8		Actual	Actual	Period Diff
9	Assets			
10	Current Assets			
11	Cash and Cash Equivalents			
12	9120.100 - *2535 BB Operating	2,852,788	3,987,939	(1,135,151)
13	9120.101 - *5882 BB ZBA Payroll	(149,388)	313,019	(462,407)
14	9120.300 - *3822 MWA Chase - Operations Cash	77,963	83,729	(5,766)
15	9120.301 - *3798 MWA Chase - Fundraising and Club Monies	94,787	108,365	(13,578)
16	9120.451 - *2315 VG Money Market Account	-	-	-
17	Total Cash and Cash Equivalents	2,876,150	4,493,052	(1,616,902)
18	Accounts Receivable, Net			
19	Accounts Receivable			
20	9210 - Accounts Receivable (not grants or pledges)	4,356,802	142,775	4,214,027
21	Total Accounts Receivable	4,356,802	142,775	4,214,027
22	Total Accounts Receivable, Net	4,356,802	142,775	4,214,027
23	Other Current Assets			
24	Prepaid Expenses			
25	9331 - Prepaid and Deposits - Current Portion (non-employee)	352,958	209,912	143,046
26	Total Prepaid Expenses	352,958	209,912	143,046
27	Total Other Current Assets	352,958	209,912	143,046
28	Total Current Assets	7,585,910	4,845,739	2,740,171
29	Long-term Assets			
30	Property & Equipment			
31	9440 - Equipment (over 25k)	83,860	-	83,860
32	9460 - Leasehold Improvements	435,813	435,813	-
33	9470 - Vehicles	22,400	22,400	-
34	9441 - AD - Equipment (over 25k)	(83,860)	-	(83,860)
35	9461 - AD - Leasehold Improvements	(129,917)	(143,568)	13,651
36	9471 - AD - Vehicles	(22,400)	(22,400)	-
37	Total Property & Equipment	305,896	292,245	13,651
38	Total Long-term Assets	305,896	292,245	13,651
39	Total Assets	7,891,806	5,137,984	2,753,822

Making Waves Academy
FY2022

	A	B	C	D
1		Making Waves Academy		
2		Statement of Financial Position		
3				
4				
5				
6				
7		06/30/2021	03/31/2022	
8		Actual	Actual	Period Diff
40	Liabilities and Net Assets			
41	Liabilities			
42	Short-term Liabilities			
43	Accounts Payable			
44	9500 - Accounts Payable	314,690	217,709	96,981
45	9500.999 - Employee Expense Payables	76,706	438	76,268
46	9520.497 - CC*6315 Chase	31,300	33,456	(2,156)
47	Total Accounts Payable	422,696	251,603	171,093
48	Accrued Liabilities			
49	9601 - Payroll Liabilities	186,594	(17,008)	203,602
50	9602 - Benefits Liabilities	31,238	22,941	8,297
51	9603 - Accrued Paid Time Off Liability	652,808	583,863	68,945
52	9620 - Funds Held for Others (Student Groups and Agencies)	24,637	37,342	(12,705)
53	9625 - Funds Held for Chromebook	49,142	30,100	19,042
54	9630 - Funds Held for Summer Holdback	277,700	208,140	69,560
55	Total Accrued Liabilities	1,222,119	865,378	356,741
56	Deferred Revenue	563,157	422,800	140,357
57	Total Short-term Liabilities	2,207,972	1,539,781	668,191
58	Total Liabilities	2,207,972	1,539,781	668,191
59				
60	Net Assets			
61	9800 - Equity			
62	Beginning Net Assets*	2,262,416	5,683,834	(3,421,418)
63	Change In Net Assets**	3,421,418	(2,085,632)	5,507,050
64	Total Net Assets	5,683,834	3,598,203	2,085,631
65	Total Liabilities and Net Assets	7,891,806	5,137,984	(2,753,822)
66				
67				
68				
69				
70	* Beginning net assets refer to the net assets on the first day of the fiscal year.			
71	** Change in net assets refer to the changes in net assets between the first day of the fiscal year and the balance sheet date.			

	A	B	S	T	U	V	W
5							
6	MWA Revenue Budget	Budget FY2022	07.01.21 - 03.31.22 - Actuals	07.01.21 - 03.31.22 Budget	Variance	% Variance	Notes
7	Revenue						
8	8011 - State Aid - General Apportionment	5,432,154	3,798,733	3,798,735	2	0%	
9	8012 - Prop 30 - Education Protection Account Ent	1,944,830	1,303,856	1,303,856	-	0%	
10	8096 - In Lieu of Property Taxes	3,156,599	2,290,128	2,290,128	-	0%	
11	8181 - Federal - Special Education	115,005	-	85,091	85,091	100%	
12	8220 - Federal - Child Nutrition Programs	388,741	232,321	147,229	(85,092)	-58%	
13	8261 - Federal - Elementary and Secondary School	22	22	22	-	0%	
14	8262 - Federal - Elementary and Secondary School	723,072	357,753	357,753	-	0%	
15	8263 - Federal - Elementary and Secondary School	1,366,457	437,511	437,511	-	0%	
16	8290 - Federal - Title I - Basic Grant	308,648	223,617	223,617	-	0%	
17	8295 - Federal - Title II - Teacher and Principal Tra	46,165	21,989	21,989	-	0%	
18	8296 - Federal - Title III - LEP	34,052	23,655	23,655	-	0%	
19	8297 - Federal - Title IV, Part A - Student Support	22,601	11,294	11,294	-	0%	
20	8299 - Federal - Other Revenue	-	-	-	-	0%	
21	8311 - State - Special Education	657,829	525,278	525,278	-	0%	
22	8313 - State - Special Education - Level 2 Mental H	-	20,400	20,400	-	0%	
23	8520 - State - Child Nutrition Programs	25,871	12,571	12,571	-	0%	
24	8525 - State - Expanded Learning Opportunities Gr	568,553	398,386	398,386	-	0%	
25	8545 - State - School Facilities	1,060,346	32,903	32,903	-	0%	
26	8550 - State - Mandate Block Grant	28,827	29,627	29,627	-	0%	
27	8560 - State - Lottery	209,769	89,273	89,273	-	0%	
28	8592 - State - After School Program Grant	203,483	-	-	-	0%	
29	8621 - Local - Parcel Taxes	306,181	233,486	233,486	-	0%	
30	8808 - Realized Gains/Losses on Investments	-	563	562	(1)	0%	
31	8980 - Contributions - Unrestricted	1,200,000	1,167,914	1,167,917	3	0%	
32	8981 - John Regina Scully (JRS)	11,175,111	5,000,000	5,000,000	-	0%	
33	8986 - School Supply Fund Donations	6,000	5,380	5,380	-	0%	
34	8988 - In-Kind Donations	9,000	-	-	-	0%	
35	8990 - Contributions - Restricted	100,000	-	-	-	0%	
36						0%	
37							
38	Total Revenues	29,089,316	16,216,660	16,216,663	3	0%	
39							
42	<u>YTD Revenue Non-SRE</u>						
130							
131	MWA Non-SRE Revenue						
132							
133	Total Governmental Revenue	16,599,205	10,042,803				
134	Total Grants and non-SRE donations	1,315,000	1,173,294				
135	Total external sources of revenue	17,914,205	11,216,097				
136							
137	Cumulative Revenues		11,216,097				
138	% of FY2021 Annual budget		63%				
139							
140							
141	Total student count (EOM) - 96% ADA		1043				
142							
143	Governmental revenue/student		\$9,633				
144	Grants and non-SRE donations/student		\$1,125				
145	Total external revenues per student		\$10,758				

**Cash Flow Projection
2021-22**

	A	E	F	G	H	I	J	K	L	M	N	O	P
		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimate	Estimate	Estimate
		Jul-21	Aug-21	Sep-21	Oct-21*	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22*	May-22	Jun-22**
9													
10	Descriptions												
46	Beginning Cash	2,876,150	5,316,440	4,622,030	5,263,883	3,956,113	5,773,925	5,884,226	5,770,605	5,234,370	4,493,052	3,101,261	4,089,164
47													
48	Cash In												
49	Government	702,350	394,855	1,094,559	1,115,303	1,263,647	1,080,701	2,209,316	1,258,522	1,091,877	1,245,028	1,009,000	3,355,767
50	Donation (Non-SRE)	421	385	103,381	411	58,266	1,002,241	2,721	581	4,890	788	368	140,548
51	Dividend & Realized Gains/Loss on Investments & Sale of Fixed Assets	-	-	-	-	562	-	-	-	-	-	-	-
52	JRSF	2,500,000	-	-	-	2,500,000	-	-	-	-	-	2,500,000	3,675,111
53	Total Cash In	3,202,771	395,240	1,197,940	1,115,714	3,822,475	2,082,942	2,212,037	1,259,103	1,096,767	1,245,815	3,509,368	7,171,426
54													
55	Cash Out***												
56	MWA	979,576	1,746,791	1,750,838	2,286,354	1,915,803	1,723,461	2,151,276	1,679,027	1,812,868	2,447,213	1,886,984	3,086,368
57	MWAS (Central Office)	214,016	280,491	252,218	303,441	266,903	262,192	239,914	228,013	262,287	226,919	212,532	239,121
58	Total Cash Out	1,193,592	2,027,282	2,003,056	2,589,795	2,182,706	1,985,653	2,391,190	1,907,040	2,075,155	2,674,132	2,099,516	3,325,489
59													
60	Net Change In Cash (In - Out)	2,009,179	(1,632,042)	(805,116)	(1,474,081)	1,639,769	97,289	(179,153)	(647,937)	(978,388)	(1,428,317)	1,409,852	3,845,937
105													
106	Net Change in Cash from Operating Activities	2,440,290	(694,410)	641,853	(1,307,770)	1,817,812	110,301	(113,621)	(536,236)	(741,317)	(1,391,792)	987,903	4,025,955
107													
108	Ending Cash	5,316,440	4,622,030	5,263,883	3,956,113	5,773,925	5,884,226	5,770,605	5,234,370	4,493,052	3,101,261	4,089,164	8,115,119
109													
113													
114													
115	Date Needed	7/30/2021				11/12/2021						5/15/2022	
116													
117	Notes:												
118	*Three payrolls Funded												
119													
120	** June funding estimate is based on Board approved budget in June 2022 and likely to change according to actuals.												
121													
122	***Does not include non-cash items (i.e.: vacation, depreciation, and MWAS (Central Office) Fees to school)												

Coversheet

2022-23 Local Control and Accountability Plan Public Hearing (LCAP)

Section: III. Non-Action Items
Item: A. 2022-23 Local Control and Accountability Plan Public Hearing (LCAP)
Purpose: Discuss
Submitted by: Molly Moloney
Related Material: 22-23 LCAP Public Hearing- Board Packet pre-read.pdf
22-23 LCAP 4-29-22 for Board Public Hearing.pdf

BACKGROUND:

The Local Control Accountability Plan (LCAP) is a state-mandated plan that each Local Education Agency (LEA) in California must produce annually. The LCAP describes the goals, actions, and expenditures related to state and local priorities to support positive student outcomes. The functions of the LCAP process are: strategic planning, meaningful engagement of educational partners, and accountability. The 2022-23 LCAP is the 2nd year in a 3-year cycle. We have engaged with educational partners to gather input throughout the year, including multiple LCAP feedback sessions in March and April. This input greatly informed revisions for this year's LCAP. Key revisions to this year's LCAP include: revising the language of the goals, making some technical changes to ensure compliance and transparency, and programmatic revisions to respond to strengths and challenges experienced this year. All 8 goals (or related metrics and actions) underwent some revision this year. The full LCAP draft is available for review in the board packet, on the MWA website, and at the front offices. The public is also available to provide written feedback on actions and expenditures to compliance@mwacademy.org

RECOMMENDATION:

We are presenting this draft of the 2022-23 LCAP at this Public Hearing to get feedback on the LCAP from the board or public. We will present it to the board again (after making any needed revisions) at the June board meeting, where we will be asking for you to vote to approve the 2022-23 LCAP.



2022-23 LCAP and Budget Overview for Parents Public Hearing (Board Pre-read Packet) Making Waves Academy May 5, 2022

Contents:

- **Overview**
 - Summary
 - Background information
 - Guiding questions
- **Revisions to this year's LCAP**
 - New goal language
 - Programmatic revisions
 - Technical changes
- **Educational Partner Engagement**

OVERVIEW

Summary:

The 2022-23 LCAP is the 2nd year in a 3-year cycle. We have engaged with educational partners to gather input throughout the year, to inform revisions for this year's LCAP. Key revisions to this year's LCAP include: revising the language of the goals, making some technical changes to ensure compliance and transparency, and programmatic revisions to respond to strengths and challenges experienced this year. We are presenting this draft of the 2022-23 LCAP at this Public Hearing to get feedback on the LCAP, and will present it to the board again at the June board meeting, where we will be asking for you to vote to approve the 2022-23 LCAP.

2022-23 LCAP Board Hearing, pre-read packet

Background Information:

The Local Control Accountability Plan (LCAP) is a state-wide plan that each Local Education Agency (LEA) in California must produce annually. The LCAP describes the goals, actions, and expenditures related to state and local priorities to support positive student outcomes. The functions of the LCAP process are: strategic planning, meaningful engagement of educational partners, and accountability.

The 2022-23 LCAP is the 2nd year in a 3-year cycle of the LCAP plan. So, this LCAP builds on the work of the 2021-22 LCAP that was approved by the board in June 2021. This year's LCAP includes updates on the progress of our measurable outcomes/metrics, reflections on successes and challenges in the 2021-22 school year, and revisions to metrics and actions for the LCAP for next school year (AY22-23).

In previous years, the annual update was a separate document from the new "main" LCAP. Now, starting with this three-year cycle, the annual update is integrated into the LCAP, as part of the "Measuring and Reporting Results" and "Goal Analysis" sections of each goal. The LCAP is particularly focused on the state funds received through the Local Control Funding Formula. In addition, Making Waves Academy also integrates the requirements for the School Plan for Student Achievement (SPSA), which focuses on our use of Federal Title funds, into the LCAP (which is an option for single-school LEAs such as us). At the start of the LCAP document, you will also see the Budget Overview for Parents as well as the LCAP Supplement, which was presented to the board in January (and is submitted as part of this 22-23 LCAP). *Because the board has already reviewed the LCAP supplement in January, we ask the board to focus their attention today on the "main" section of LCAP which starts on page 14, not on the supplement.*

This May 5 Board meeting is serving as the "Public Hearing" for the LCAP adoption, in which we are soliciting feedback from the board and the public on our 2022-23 LCAP Draft. This draft has also been published on the Making Waves Academy website, along with an address to which members of the public can send additional feedback (compliance@mwacademy.org) and is available for review in both of our front offices. Earlier this year, MWA hosted a number of events with educational partners to get input and feedback on previous drafts of the LCAP (see below and "Engaging Educational Partners" section of the LCAP). After this meeting, we will make any needed revisions to the LCAP draft based on feedback from this public hearing. We will then re-present the 2022-23 LCAP (including any revisions) at the June board meeting ("Public Meeting"), along with the California School Dashboard local indicators which must be presented at the same meeting. At that meeting, the board will vote on adopting the 2022-23 LCAP.

2022-23 LCAP Board Hearing, pre-read packet

Guiding Question

- What feedback, refinements, or questions do you have related to 22-23 LCAP? (goals, metrics, actions, or expenditures?)

Revisions and new elements in this year's LCAP:

New Goal Language: We continue to include eight goals in our LCAP, which are directly aligned with the eight state priorities for schools/districts. This year, we have revised the goals to go beyond simply stating the language of the priority to more clearly stating what we want to achieve, related to each priority.

Goal 1: Basic Conditions: Provide an effective infrastructure and systems to support basic conditions of learning (credentials, facilities, and instructional materials) to be met or exceeded.

Goal 2: Implementation of Academic Standards: Build teacher and leader capacity to effectively develop, implement, and refine vertically-aligned, standards-based learning for all students, including English Learners.

Goal 3: Family Partnerships: Promote, increase, and deepen participation in family engagement events and opportunities for parent and guardian engagement through intentional and mission-aligned opportunities for involvement and expanded avenues for family input on school decision-making.

Goal 4: Student Achievement for College and Career Readiness: Support student achievement across multiple measures so that each learner can make progress towards high school completion and have opportunities to demonstrate college and career readiness.

Goal 5: Student Engagement: Support student engagement, increased student attendance, and retention of students at Making Waves Academy from 5th grade through high school graduation.

Goal 6: School Climate: Create a safe and inclusive environment of achievement and student success, informed through the lens of diversity, equity, and inclusion, to holistically support students and adults, and maintain a healthy school climate.

Goal 7: Course Access: In order to prepare all students for college and career, maintain and expand access to a broad course of study.

Goal 8: Academic Growth: Support all learners to enable growth in academic student outcomes.

2022-23 LCAP Board Hearing, pre-read packet

Programmatic Revisions/Additions

We made a number of substantive revisions or additions to this year’s LCAP, to address emerging needs at the school, and in response to educational partner feedback, as well as to highlight continuing practices that weren’t previously included in our LCAP:

Goal 1	New metric to track teacher retention
Goal 2	New metrics and actions related to teacher PD/observations/coaching (including a specific action related to math PD) (Actions 2.5 and 2.6)
Goal 3	<ul style="list-style-type: none"> –Reorganization of Parent Engagement efforts, under the new roles of Assistant Principals who will engage with parents for their respective grade-bands. (Action 3.2) –New communication tool Bloomz (Action 3.5) –Affirming our continued commitment to providing interpretation and translation (3.6)
Goal 4	<ul style="list-style-type: none"> –New metric related to post-secondary planning, inclusive of multiple post-secondary paths –Integration of academy-wide scope and sequence for college and career readiness (action 4.4)
Goal 5	<ul style="list-style-type: none"> –Integrating a PBIS (Positive Behavior Intervention and Supports) program into proactive attendance plan (Action 5.1) –Highlighting and further specifying the role of the SARB/SART process in improving attendance (Action 5.2) –Highlighting the work of the Student Activities Coordinator as another contributor to student engagement in both the middle school and upper school(Action 5.4)
Goal 6	<ul style="list-style-type: none"> –New metrics (social worker survey and holistic services referrals) –Plan to provide a new advisory curriculum (Action 6.2) –Implementing revised campus supervisory role, with increased number of supervisors (Action 6.6)

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	–New behavior data system to track behavior incidents and development of PBIS (Positive Behavior Intervention and Supports) program (Action 6.7)
Goal 7	–Create a plan to expand course offerings through a dual enrollment partnership with a post-secondary institution (Action 7.3)
Goal 8	Added in a number of actions to more clearly delineate our tiered instructional approach: These new actions are not totally new practices at MWA, but ones that we plan to continue to refine and improve: 8.1- Tier 1 instruction 8.2- Academic Interventions 8.3- Educational software 8.4- Assessment tools 8.5- Progress monitoring and data analysis 8.6- Extended (summer) learning. 8.7- Piloting a new reading intervention program in Special Education department

Technical Changes to Support Compliance and Transparency

We also made a number of smaller revisions to ensure that all elements of our LCAP meet state requirements as well as to add clarity and transparency. All of the changes are discussed in detail in the “Goal Analysis” narratives for each goal. Some of these changes included:

- Reorganized some goals (changed placement of some metrics and actions) to increase alignment with WASC organization.
 - English Learner metrics and actions are now grouped in Goal 2.
 - College and Career related metrics and actions are now grouped in Goal 4.
 - Attendance metrics and actions are grouped in Goal 5.
- Revised some metrics (corrections to baseline data, made some more measurable, added some required metrics, adjusted desired outcomes based on previous board feedback)
- Revised some actions to ensure they reflect current/planned practices, removing outdated references

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- More substantial discussion of “increased & improved services” requirements and how “contributing actions” were selected/designated in the section on “Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students.” This is the section in which we must explain the use of supplemental and concentration grant funds, which are tied to our unduplicated number and concentration of English Learner, low-income, and/or foster-youth students. Local Education Agencies (LEAs) may implement LEA-wide/school-wide actions with these funds, but must also explain how these actions are particularly beneficial to the unduplicated student groups and how we will measure progress. In this year’s LCAP we provide greater detail about the needs assessment process that supports our work here and how each contributing action was selected.

Educational Partner Input and Feedback

We engaged with educational partners (parents, teachers, staff, administrators, students) throughout the year through pulse check surveys, listening sessions, meetings, and other formats. Input from these general sessions influenced revisions to the LCAP draft. In addition, we hosted a series of explicitly-themed LCAP feedback sessions (with SSC, ELAC, BAAPAC, and Staff) March and April to get feedback on our first draft of our goals, actions, and metrics. These led to additional revisions to our drafts, resulting in the version we are presenting at this public hearing. Below is a summary of some of the trends that emerged from the educational partner engagement and the ways that this influenced our LCAP revisions.

Goal	Feedback Trends	How we are responding
1	–Support with teacher recruitment, teacher credentialing, with increasing diversity of staff (particularly teachers) to reflect our student population.	Action 1.4, continuing partnership with Alder Teacher Residents and with CCCOE Teacher Induction Program, including utilizing external mentors when needed to expand the number of teachers we can support with this.
2	–Provide more teacher coaching, more targeted professional development, and opportunities for teacher collaboration.	Actions 2.5 (Instructional Coaching and Professional Development) and 2.6 (Math PD and coaching). Next year’s PD calendar will be aligned with the assessment calendar to ensure timely collaborative data analysis. In addition, we are committing to at least monthly observation and feedback to all teachers.
3	–Increase opportunities for family participation,	In light of ongoing input about family engagement, we substantially revised

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	<p>input, and engagement. This was a theme that emerged from educational partner events throughout the year, leading to many revisions in the original LCAP draft and additional changes in subsequent drafts after the LCAP feedback events.</p>	<p>Goal 3, both in our initial drafts and continuing with revisions after educational partner events.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Action 3.1 (Participation Opportunities) now highlights family workshops, our plans to involve parents in planning some events; and our commitment to gathering feedback from families throughout the year.</p> <p>Action 3.2 (Family Engagement) describes a significant reorganization of school leadership vis-a-vis parent engagement, which next year will be held through the new Assistant Principal roles, with each Assistant Principal leading family engagement for their grade cluster.</p> <p>Action 3.4 (Parent Leadership) details the plans for relaunching the Parent Wave Representative role, in addition to continue other parent leadership opportunities</p> <p>Action 3.5, introduces a new parent communication tool (Bloomz)</p> <p>Action 3.6, affirms our ongoing commitment to providing translation and interpretation services to support our many families who speak languages other than English.</p> </div> <p>Based on educational partner suggestions, we also added parent-elements into 8.4 (share assessment results with families) and 6.3 (to share safety and connectedness data with families) and 2 new metrics in goal 3 (measuring family engagement and satisfaction).</p>
<p>4</p>	<p>–Give students exposure to different career and college paths, begin more college prep work in middle school, not just upper school.</p>	<p>Action 4.4 (Post-secondary planning) now includes both the work we are doing in the upper school to help students create post-secondary plans that can encompass multiple different pathways, and the creation of school-wide scope and sequence for college and career, which will expose students to these issues (in different ways) starting in middle school.</p>
<p>5</p>	<p>–Provide additional opportunities for clubs and student activities, especially at the middle-school level.</p>	<p>We added in Action 5.4 (Student Activities Coordinator) and have included middle school as part of this role (which had previously been limited to upper school)</p>
<p>6</p>	<p>–Provide incentives for students to motivate academic engagement and/or behavioral growth.</p>	<p>Action 6.7, which encompasses both our new software for tracking behavior data (“Kickboard”) and our Dean of Students’ plans to start developing a Positive Behavior Intervention and Supports (PBIS program), which involves proactive incentives and supports as well as tiered responses and</p>

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		interventions. PBIS is also discussed in action 5.1 as part of our plan to support with improving attendance.
6	–Prioritize student safety and behavioral supports.	Based on educational partner feedback (throughout the year) about these issues we have: <ul style="list-style-type: none"> • Redesigned the Campus Supervisor role, introduced a lead supervisor role, and increased in number of supervisors (Action 6.x) • Expanded the number of Deans at the school (Deans support with many actions, including 5.1, 5.2, 6.1, 6.2, 6.3, 6.5, and 6.7) • Maintained the additional social worker (action 6.4)
6	–Provide a curriculum for the advisory period.	Action 6.2 describes plans to select and pilot curricula for the advisory period.
7	–Expand course offerings, particularly electives, including in middle school.	We have developed plans for expanding courses in 1) languages other than English; 2) visual and performing arts; 3) Career Technical Education; and 4) dual enrollment through a partnership with a post-secondary institution. (See Actions 7.3, 7.4, and 7.5). That said, while we have developed plans for increasing the variety of courses offered, the introduction of new courses for student enrollment is dependent on at least three conditions that we must optimize for: 1) a “guaranteed and viable” schedule that allows for a-g completion in a timely manner; 2) input from educational partners; and 3) the labor market and our school’s ability to find and nurture talent.
8	–Address challenges with Marlin Hour/DTI Interventions.	Parent and teacher educational partnership feedback highlighted ongoing challenges with our intervention programs offered through the Marlin Hour/DTI blocks. Action 8.2 describes our plans for academic intervention, including the plan to research and prepare for a pilot of intervention curricula (prioritizing ELD and math interventions).



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LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Making Waves Academy

CDS Code: 07100740114470

School Year: 2022-23

LEA contact information:

Alton B. Nelson, Jr.

Chief Executive Officer

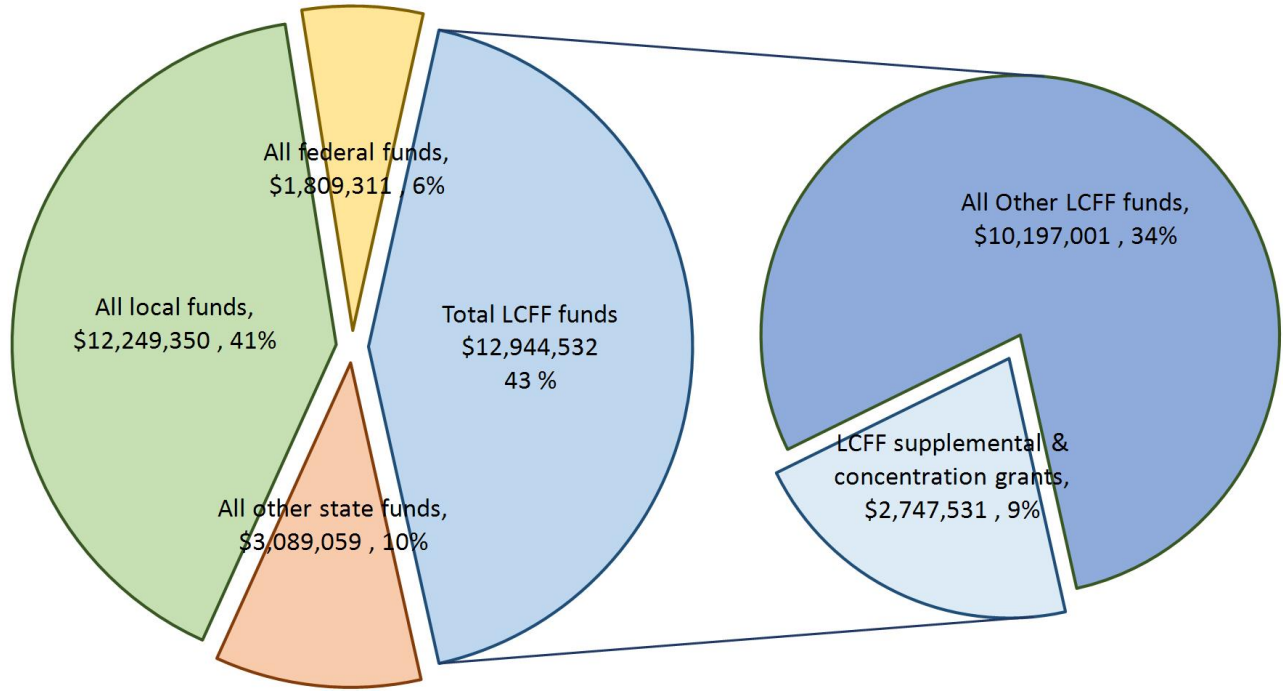
anelson@mwacademy.org

510-262-1511

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 2022-23 School Year

Projected Revenue by Fund Source

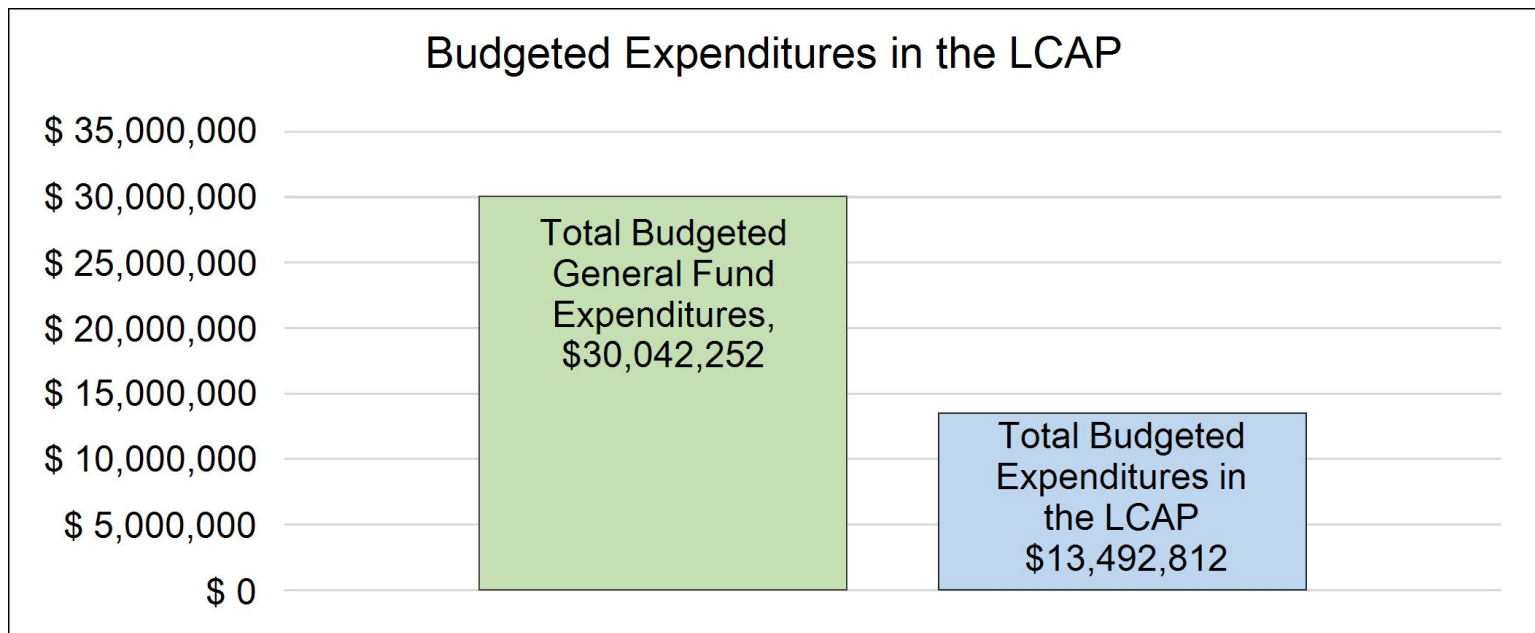


This chart shows the total general purpose revenue Making Waves Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Making Waves Academy is \$30,092,252, of which \$12,944,532 is Local Control Funding Formula (LCFF), \$3,089,059 is other state funds, \$12,249,350 is local funds, and \$1,809,311 is federal funds. Of the \$12,944,532 in LCFF Funds, \$2,747,531 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 2022-23. It shows how much of the total is tied to planned actions and services in the LCAP.

The text description of the above chart is as follows: Making Waves Academy plans to spend \$30,042,252 for the 2022-23 school year. Of that amount, \$13,492,812 is tied to actions/services in the LCAP and \$16,549,440 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 LCAP include Information Technology, Operations, Student Food, Facility Rent, Janitorial Contracts, and some Leadership and Support Staff Salaries.

All Local Funds Details

LOCAL FUNDS	AMOUNT
MEASURE G PARCEL TAX	\$322,798
PHILANTHROPIC CONTRIBUTION – JOHN REGINA SCULLY (JRS)	\$10,611,552
SCHOOL SUPPLIES DONATIONS	\$6,000
IN-KIND DONATIONS	\$9,000
PHILANTHROPIC CONTRIBUTION – OTHERS	\$1,300,000
TOTAL	\$12,249,350

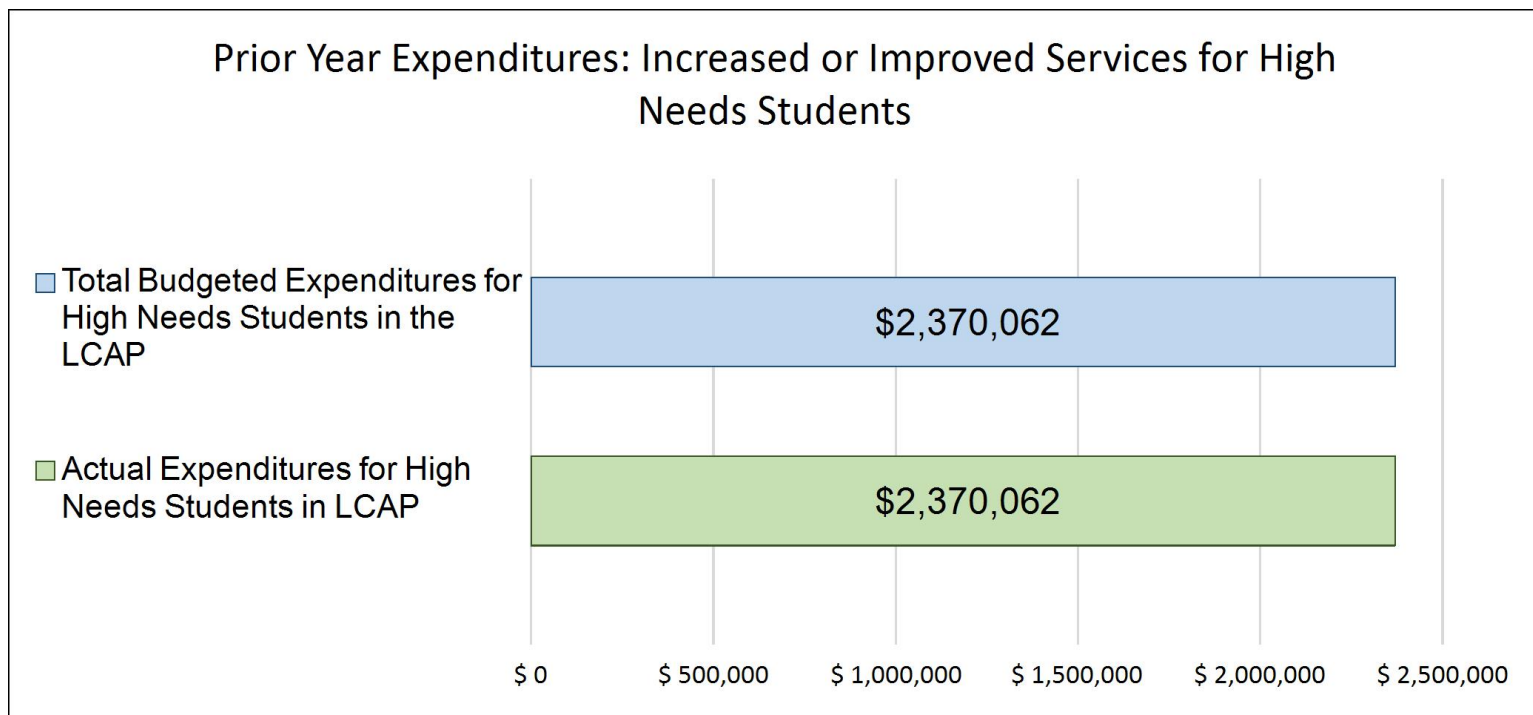
Increased or Improved Services for High Needs Students in the LCAP for the 2022-23 School Year

In 2022-23, Making Waves Academy is projecting it will receive \$2,747,531 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 \$3,130,683 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 2021-22



This chart compares what Making Waves Academy budgeted last year in the LCAP 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.

The text description of the above chart is as follows: In 2021-22, Making Waves Academy's LCAP budgeted \$2,370,062 for planned actions to increase or improve services for high needs students. Making Waves Academy actually spent \$2,370,062 for actions to increase or improve services for high needs students in 2021-22.



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Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Making Waves Academy	Dr. E. Ward-Jackson Senior School Director	ewardjackson@mwacademy.org 510-262-1511

California’s 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. The following is a one-time mid-year report to the local governing board or body and educational partners related to engagement on, and implementation of, these Acts.

A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).

Funds provided in the Budget Act of 2021 that were not included in the 21-22 LCAP include: the Cost-of-Living Adjustment, the 15% increase to concentration funds, the ARP Homeless Children and Youth Fund, and additional Special Education Funds.

Making Waves Academy has a long-established foundational principle of meaningful educational partner engagement. In an effort to provide opportunities for broad access for ongoing educational partner engagement, we host morning and evening feedback sessions, implement surveys, and collaborate with established critical learner advisory committees to maximize engagement. These efforts were refined and improved through the Local Control and Accountability Plan (LCAP) development process.

As such, Making Waves Academy will continue to engage educational partners regarding the additional state funds that will be spent in the 2021-22 school year (the Cost-Of-Living-Adjustment, the 15% increase to concentration funds, the ARP Homeless Children and Youth Fund, and additional Special Education funds) during additional educational partners’ engagement opportunities in the first half of 2022.

Previous engagement opportunities include: virtual feedback sessions for parents, teachers, staff, administrators, and the public for the Local Control and Accountability Plan 2021-22 (<https://www.makingwavesacademy.org/governance/school-reports/lcap>, pages 7-8), as well as the engagement opportunities around the ESSER III and ELO Grant (see prompt 3 below).

During the first half of 2022, we plan to implement an additional survey of our educational partners to capture feedback regarding how best to prioritize funds (including these additional state funds) to best meet the academic, social-emotional, and safety needs of our campus. The survey is designed to identify both overall trends in the community as well as disaggregate feedback collected by the following educational partners: parents, teachers, other staff, and administrators. In addition, we will continue to host listening sessions, parent meetings, and family advisory sessions in an effort to optimize for opportunities for different educational partners to inform and refine the way we prioritize funding.

A description of how the LEA used, or plans to use, the additional concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.

Making Waves Academy, a single-school LEA, has an enrollment of unduplicated student groups greater than 55%, so we receive the concentration grant and its add-on. 86% of our students qualify as economically disadvantaged, English learners, and/or foster youth (Unduplicated Pupil Percentage). We will use the concentration grant add-on funding toward increasing the number of on-site substitutes, who will provide direct services to students through instruction and supervision. We have increased the number of on-site substitutes from two positions during AY20/21 to twelve positions during AY21/22. The ability to hire ten additional on-site substitutes enables us to maintain our contingency of learning plan while maintaining onsite learning for students. Prioritizing hiring and training a team of mission-aligned substitutes allowed us to increase the consistency of coverage for both teacher vacancies and daily classroom coverage, and provide direct services to students. These positions directly support instruction and the social-emotional wellness of students as the additional hires allowed Making Waves Academy to remain open and operational during an extended period of teacher shortage.

A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.

Efforts have been made to refine and improve our approach to support COVID-19 recovery through the LCAP development process, which includes engagement opportunities organized specifically around gathering feedback for the use of federal funds, including ESSER III. Making Waves Academy sought the input and feedback of its educational partner groups from the onset of the pandemic and continuing through the development of the Learning Continuity and Attendance Plan, the 2021-2022 LCAP, Expanded Learning Opportunities Grant and the ESSER III Expenditure Plan. The following links and page numbers indicate how and when Making Waves Academy engaged its educational partners in the use of funds received to support recovery for the COVID- 19 Pandemic.

ESSER III Expenditure Plan, pages 3-4

<https://resources.finalsite.net/images/v1639162558/makingwaves/xrk43643e5bmufsu9rsj/ESSERIIIExpenditurePlan2021.pdf>

2020-21 Learning Continuity and Attendance Plan, pages 3-4

https://www.makingwavesacademy.org/uploaded/MWA_Website_Updates/2020_Learning_Continuity_and_Attendance_Plan_Making_Waves_Academy-FINAL-9.29.2020.pdf

2021-22 Local Control and Accountability Plan, pages 6-7

(<https://resources.finalsite.net/images/v1626113189/makingwaves/ysfdwed8tlvymxgr5ggm/2021-22LocalControlandAccountabilityPlan-English.pdf>)

Expanded Learning Opportunities Grant Plan, page 2 (<https://www.makingwavesacademy.org/governance/school-reports>)

A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.

It is a priority of Making Waves Academy to ensure the health and safety of students, educators, and other staff, as well as to ensure the continuity of services, as required by the American Rescue Plan (ARP) Action of 2021.

Listed below are the successes and challenges we have experienced based on the implementation of our ESSER III Safe Return to In-Person Instruction & Continuity of Services Plan.

Health and Safety of Students, Educators, and Other Staff

Successes: Making Waves Academy continues to benefit from the expertise provided by our two on-site nurses and COVID Response Team. The implementation of weekly surveillance testing of all students has helped maintain a healthy and safe learning environment for both students and staff. Additionally, utilizing County Health Department guidelines for quarantining of students and staff who test positive or show symptoms has allowed us to avoid multiple outbreaks. Lastly, using technology tools such as CrisisGo supports a system of daily symptom check-ins for all staff and families along with an accounting of who is on campus on a daily basis.

Challenges: Making Waves Academy continues to partner with the Contra Costa County Health Department to review ever evolving practices and guidelines. Making sure we continue to monitor and update changes to the guidelines is sometimes a challenge. In addition, helping to educate and make the school community aware of any new requirements was a challenge, particularly at the start of the school year. Helping the community to learn and adapt to these new guidelines proved to be challenging as we worked to build trust in our new systems and plans for a safe return to onsite learning. Lastly, the evolving group of staff who were out sick or quarantining sometimes made it difficult to maintain the level of continuity needed for optimal classroom learning environments and campus-wide safety.

Continuity of Services

Successes: Making Waves Academy continues to offer students with a broad range of courses, interventions and extracurricular programming during ongoing and persistent teacher shortages. School-site administrators launched the year in the classroom, as teachers, to ensure students' return to campus maximized both their academic and social-emotional wellness. The implementation of a new social-emotional advisory program for students and mindfulness professional development series for staff continues to support our holistic approach to onsite learning.

Challenges: Making Waves Academy is not immune to the impact of the national teacher shortage. As such, we started the year with twelve vacant classroom positions, which were covered by credentialed administrators and substitutes. The impact of these vacancies paired with student and staff Covid quarantines led to a three day school closure as we did not have the staff required to safely operate onsite. The original Making Waves academic calendar exceeded the required 175 days for charter schools, so we did not dip below the required number of instructional days in that fall closure. In addition, the beginning of Semester 2 has been greatly impacted by many staff and students needing to quarantine due to the surge in COVID rates related to the Omicron variant. As such, our January opening was delayed and we are working with the state and county around next steps.

Implementation of the ESSER III Expenditure Plan

Successes: The programs and resources prioritized by our community partners continue to prove invaluable as we continue to support the health, academic, and social-emotional needs of our students. Student survey data, as well as our ASB board updates, both illustrate how critically important students believe weekly surveillance testing is to their sense of safety while on campus.

Challenges: Making Waves Academy has seen a noticeable increase in behavioral infractions and high level holistic support needs upon returning to onsite learning. As we continue to expand our holistic services team, we will prioritize additional professional development opportunities for teachers and parent workshops to collaboratively meet the social-emotional needs of our students.

A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.

Making Waves Academy considers the LCAP to be the comprehensive planning document that captures the priorities, goals, and actions to improve student outcomes. As such, all additional funds received are viewed through the lens of the LCAP to determine where student needs exist and what services are needed to address those needs. Some examples of how these additional funds are aligned are:

Safe Return to In-Person Instruction and Continuity of Services Plan: Making Waves Academy used its fiscal resources to implement the requirements of the Safe Return to In-Person Instruction and Continuity of Services Plan by continuing to optimize for safety, academic rigor, and social-emotional wellbeing. Upon returning to campus, the community prioritized health and safety routines, expectations, and procedures (REPs) for both students and staff to mitigate the transmission of Covid-19. The onboarding of the Director of Academic Support Services leads our academic instruction team in evaluating and modifying the targeted interventions offered to all students during both core day and supplementary programming. The expansion of our holistic support services team and student-facing advisory programming have helped both students and staff transition back to campus amidst continued stress associated with the Covid-19 pandemic. The implementation of these additional funds received in the 2021-2022 school year is specifically aligned with and builds onto our LCAP Goal 1, which focuses on maintaining and improving basic conditions of learning (LCFF Priority 1).

ESSER III Expenditure Plan: Making Waves Academy used its fiscal resources to implement the requirements of the ESSER III Expenditure Plan by creating a COVID Response Team, led by our school nurse, that monitors weekly surveillance testing of all students, facilitates contact tracing when required, and manages the sanitation protocols for our campus. This implementation of these additional funds is in alignment with and builds onto our LCAP Goal 1, which focuses on maintaining and improving basic conditions of learning (LCFF Priority 1). We are actively reviewing student academic performance to implement the appropriate Academic Intervention Services including Acceleration Academy during both President's Week and Spring Break. This is in alignment with and builds onto our LCAP Goals 4, 7, and 8, which are focused on increasing student achievement, ensuring a broad course of study, and related pupil outcomes. Additional funds have been prioritized for the adoption of a SEL curriculum for advisory instruction as well as monthly mindfulness training sessions for faculty and staff. This is in alignment with our LCAP Goals 5 and 6, which are focused on increasing student engagement and improving school climate, including through SEL initiatives such as advisory instruction.

Instructions for the Supplement to the Annual Update for the 2021–22 Local Control and Accountability Plan Year

For additional questions or technical assistance related to the completion of the Supplement to the Annual Update to the 2021–22 Local Control and Accountability Plan (LCAP), please contact the local county office of education (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.

Introduction

California's 2021–22 Budget Act, the federal American Rescue Plan Act of 2021, and other state and federal relief acts have provided local educational agencies (LEAs) with a significant increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP and Budget Overview for Parents on or before February 28, 2022, at a regularly scheduled meeting of the governing board or body of the LEA. At this meeting, the LEA must include all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP.

When reporting available mid-year outcome, expenditure, and implementation data, LEAs have flexibility to provide this information as best suits the local context, provided that it is succinct and contains a level of detail that is meaningful and accessible for the LEA's educational partners.

The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP as follows:

- The 2022–23 Budget Overview for Parents
- The 2021–22 Supplement
- The 2022–23 LCAP
- The Action Tables for the 2022–23 LCAP
- The Instructions for the LCAP Template

As such, the 2021–22 Supplement will be submitted for review and approval as part of the LEA’s 2022–23 LCAP.

Instructions

Respond to the following prompts, as required. In responding to these prompts, LEAs must, to the greatest extent practicable, provide succinct responses that contain a level of detail that will be meaningful and accessible for the LEA’s educational partners and the broader public and must, to the greatest extent practicable, use language that is understandable and accessible to parents.

In responding to these prompts, the LEA has flexibility to reference information provided in other planning documents. An LEA that chooses to reference information provided in other planning documents must identify the plan(s) being referenced, where the plan(s) are located (such as a link to a web page), and where in the plan the information being referenced may be found.

Prompt 1: *“A description of how and when the LEA engaged, or plans to engage, its educational partners on the use of funds provided through the Budget Act of 2021 that were not included in the 2020–21 Local Control and Accountability Plan (LCAP).”*

In general, LEAs have flexibility in deciding what funds are included in the LCAP and to what extent those funds are included. If the LEA received funding through the Budget Act of 2021 that it would have typically included within its LCAP, identify the funds provided in the Budget Act of 2021 that were not included in the LCAP and provide a description of how the LEA has engaged its educational partners on the use of funds. If an LEA included the applicable funds in its adopted 2021–22 LCAP, provide this explanation.

Prompt 2: *“A description of how LEA used, or plans to use, the concentration grant add-on funding it received to increase the number of staff who provide direct services to students on school campuses with an enrollment of students who are low-income, English learners, and/or foster youth that is greater than 55 percent.”*

If LEA does not receive a concentration grant or the concentration grant add-on, provide this explanation.

Describe how the LEA is using, or plans to use, the concentration grant add-on funds received consistent with California *Education Code* Section 42238.02, as amended, to increase the number of certificated staff, classified staff, or both, including custodial staff, who provide direct services to students on school campuses with greater than 55 percent unduplicated pupil enrollment, as compared to schools with an enrollment of unduplicated students that is equal to or less than 55 percent.

In the event that the additional concentration grant add-on is not sufficient to increase the number of staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, describe how the LEA is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Prompt 3: “A description of how and when the LEA engaged its educational partners on the use of one-time federal funds received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on pupils.”

If the LEA did not receive one-time federal funding to support recovery from the COVID-19 pandemic and the impacts of distance learning on students, provide this explanation.

Describe how and when the LEA engaged its educational partners on the use of one-time federal funds it received that are intended to support recovery from the COVID-19 pandemic and the impacts of distance learning on students. See the COVID-19 Relief Funding Summary Sheet web page (<https://www.cde.ca.gov/fq/cr/relieffunds.asp>) for a listing of COVID-19 relief funding and the Federal Stimulus Funding web page (<https://www.cde.ca.gov/fq/cr/>) for additional information on these funds. The LEA is not required to describe engagement that has taken place related to state funds.

Prompt 4: “A description of how the LEA is implementing the federal American Rescue Plan Act and federal Elementary and Secondary School Emergency Relief expenditure plan, and the successes and challenges experienced during implementation.”

If an LEA does not receive ESSER III funding, provide this explanation.

Describe the LEA’s implementation of its efforts to maintain the health and safety of students, educators, and other staff and ensure the continuity of services, as required by the federal American Rescue Plan Act of 2021, and its implementation of the federal Elementary and Secondary School Emergency Relief (ESSER) expenditure plan to date, including successes and challenges.

Prompt 5: “A description of how the LEA is using its fiscal resources received for the 2021–22 school year in a manner that is consistent with the applicable plans and is aligned with the LEA’s 2021–22 LCAP and Annual Update.”

Summarize how the LEA is using its fiscal resources received for the 2021–22 school year to implement the requirements of applicable plans in a manner that is aligned with the LEA’s 2021–22 LCAP. For purposes of responding to this prompt, “applicable plans” include the Safe Return to In-Person Instruction and Continuity of Services Plan and the ESSER III Expenditure Plan.

California Department of Education
November 2021



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	Alton B. Nelson, Jr. Chief Executive Officer	anelson@mwacademy.org 510-262-1511

Plan Summary [2022-23]

General Information

A description of the LEA, its schools, and its students in grades transitional kindergarten–12, as applicable to the LEA.

Making Waves Academy (MWA) is a 5th through 12th grade public charter school in Richmond, CA, authorized by the Contra Costa County Office of Education starting in 2007. 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. Our high school graduation requirements are aligned with California’s “a-g” college admissions criteria, thus enabling nearly 100% of our graduates every year to have the option to apply to college as one of their post-secondary pursuits. And, we embrace and support students pursuing differentiated college and career pathways that include college, vocational training and certification, military service, etc.

To this end, we provide students and families with access to a variety of holistic support services and academic programming and support throughout their time with us. These offerings include rigorous instruction, art and enrichment programming, athletics, parent education opportunities, social-emotional education and support, psychological support, and college and early career counseling.

In the 2021-22 school year, 1,124 students enrolled at Making Waves Academy (as of October 6 Census Day). Of the 1,124 students enrolled, 81% qualify for free or reduced-priced meals (FRPM); 19% are English Learners (with about 30-35% of each incoming 5th grade class classified as ELs and less than 5% by 12th grade), 0.5% are foster youth and approximately 8% are students with disabilities. Our student body includes: 84% Latinx students, 9% African American students, 2% Asian American students, and 5% who identify with other categories.

We provide individualized support for college and career planning. Our college guidance emphasizes finishing within six years and with minimal debt (less than \$20,000). In 2020-21, 95% of our seniors had a post-secondary plan, with 17 of them admitted to UC Berkeley.

MWA received its six year Western Association of Schools and Colleges (WASC) accreditation renewal beginning in fall of 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 is 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.

Despite the on-going pandemic and the challenges of distance learning throughout 2020-21 and the return to in-person instruction in 2021-22, there are a number of successes to celebrate this year.

In 2020-21, 88.5% of Making Waves Academy students graduated with their high school diploma, with approximately half of the remaining students either completing, or projected to complete, in the 2021-22 school year. Even with the incredibly difficult school year and impact of the pandemic, we maintained our goal of 95% of graduates having a post-secondary plan. Over the last six years, college admission rates for Wave-Makers have risen, with the overall rate for the Class of 2021 landing within our target range of 60-70%, indicating an optimal mix of offers from target, reach, and safety schools. The Class of 2021 submitted applications to 90 institutions, with college-going graduates applying to an average of 8 schools. Based on college commitment data, the Class of 2021 is expected to have an estimated college completion (ECC) rate that outperforms prior cohorts, meeting our growth expectations for the ECC over time.

We were able to administer the MAP math and STAR reading assessments to the majority of our students at the start of this year. This allowed us to establish a baseline of student data at the start of the year, to understand student academic needs as they returned to on-campus learning, and to assign students different tiers of support in our Marlin Hour/DTI periods.

Students participated in consistent, daily advisory periods, allowing for students to connect with one another and their advisors; rebuilding connections has been an important part of the return to on-campus learning. The expansion of the social worker team this year allowed for an increase in the students served with both short- and longer-term support through the social work department.

On-campus learning and engagement was also supported by our COVID-reponse team, including our school nurses and members of the HR and Operations teams. They helped coordinate and monitor weekly COVID-testing for students, contact tracing for students and staff, vaccination requirements for staff, and monitored and revised policies to remain in alignment with state and county COVID guidelines.

A large part of student resilience and efficacy during this challenge season, and always, is parent partnership. This past year our Parent Academy launched with a pathway for parents to take 6 hours' worth of workshops on social-emotional support for their students. Additionally, parent involvement in the ELAC, B/AAPAC, and on the School Site Council was instrumental in supporting student success.

Because our WASC goals align with our LCAP goals, it is important to mention that making adequate progress on our WASC goals constitutes an LCAP success as well. Our progress in support for all learners, college and career readiness, and diversity equity, and inclusion is incredible. Despite the many challenges of the return to onsite learning, such as teacher and leader vacancies, COVID-induced pauses in the academic calendar, and the overall wellness of students and of adults within the community, goals and success indicators have been prioritized, and are being monitored as a part of the WASC/LCAP process.

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.

Many elements of the Dashboard have been suspended due to COVID-related issues. However, we have been able to identify a number of areas of need based on local data and some state data that would normally be included on the dashboard.

Like many schools, we saw a decrease in the number of students demonstrating proficiency on state and local assessments (including ELA SBAC and math SBAC) during distance learning, and upon the return to on-campus learning. In particular, Making Waves Academy has identified significant need for improvement in Math achievement for all student groups. The most recent baseline data indicates that 16% of students scored as proficient (level 3 or 4) on the Math SBAC in 2020-21, with an average "Distance from Standard" of -93.3. This data was used to increase the designated/targeted interventions that happen in Math, and to increase and focus professional development offerings.

An additional need is to assess the rigor of classroom tasks, as well as identify more strategies for progress monitoring, using data to inform instruction, and professional development on differentiating instruction and interventions.

Improving attendance and decreasing chronic absenteeism has also emerged as a significant need during COVID and the return to in-person instruction. Chronic absenteeism has increased significantly this year, due in large part to the number of COVID-related absences (quarantines, etc.). We have seen an increase in both excused and unexcused absences during this period, leading to a reinvigoration of our SARB process at the start of 2022.

While many students thrived with the return to on-campus instruction, the transition back to campus was challenging for some students. Re-establishing the norms and expectations of life on campus was an evolving challenge through the year, as seen in an increase in some maladaptive behaviors among some students and a need for increased student support. Mid-year resignations and staff vacancies in teacher and leadership roles also placed strains on many systems this year, leading to the implementation of various contingency plans to support students, teachers, and staff.

Data has shown that there are significant gaps in unfinished learning, and in learning loss for all students, but critical learners are disproportionately in need of specific interventions. Everything from the curriculum to the intervention program model is currently under internal review. An area of critical need is to launch an intervention program and a holistic services experience that is tightly aligned to Multi-Tiered Systems of Support (MTSS), that is reflective of parent, student, and faculty voice, and that supports the progressive growth of our Wave-Makers. Needs analysis for our unduplicated students highlighted performance gaps for our English Learner students compared to other student groups across multiple academic domains, as well as some performance gaps for our low-income students compared to non-low-income students. Educational partners have also shared with us unique obstacles and barriers students from these groups are facing. See the “Increased and Improved Services” section for more about how we are attempting to respond to these needs.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

The Local Control and Accountability Plan (LCAP) is a plan of actions to raise the academic performance of all students. Our LCAP functions as a strategic planning tool, as a mechanism for engaging with educational partners, and as an important part of the accountability process.

As a single-school Local Education Agency (LEA) we fold our federal “Title” monies and related requirements for the School Plan for Student Achievement (SPSA) into our LCAP. Making Waves Academy operates a Title I Schoolwide Program (SWP), designed to improve academic achievement throughout the school so all students, particularly the lowest achieving students, demonstrate proficiency on the state’s academic standards. As part of this, we conducted a needs assessment, including analysis of our state and local data, to look for successes, challenges, and areas for improvement (including performance gaps for specific student groups). We used this needs assessment to help drive decision-making around actions to make sure that we are addressing the needs of all students by utilizing evidence-based strategies to provide opportunities for all students. We will monitor LCAP implementation and progress through reviewing measurable outcomes on each of our LCAP metrics, as well as additional internal data (e.g., interim and diagnostic assessment data) and involve parents, students, teachers, administrators, and other staff in this ongoing monitoring and evaluation process.

One major highlight is the LCAP engagement calendar. We were able to meet with various educational partners, such as the English Learner Advisory Committee (ELAC), the Black/African-American Parent Advisory Committee (B/AAPAC), the larger parent body, and staff, to host smaller group feedback and input sessions in addition to our large LCAP engagement event that is intended to serve the greater body of educational partners.

Our 8 LCAP goals continue to be directly aligned with the 8 state priorities. This year, we have gone beyond simply listing the language of the state priority as our goal, to more clearly articulating what we hope to accomplish in each priority area:

Goal 1: Basic Conditions: Provide an effective infrastructure and systems to support basic conditions of learning (credentials, facilities, and instructional materials) to be met or exceeded.

Goal 2: Implementation of Academic Standards: Build teacher and leader capacity to effectively develop, implement, and refine vertically-aligned, standards-based learning for all students, including English Learners.

Goal 3: Family Partnerships: Promote, increase, and deepen participation in family engagement events and opportunities for parent and guardian engagement through intentional and mission-aligned opportunities for involvement and expanded avenues for family input on school decision-making.

Goal 4: Student Achievement for College and Career Readiness: Support student achievement across multiple measures so that each learner can make progress towards high school completion and have opportunities to demonstrate college and career readiness.

Goal 5: Student Engagement: Support student engagement, increased student attendance, and retention of students at Making Waves Academy from 5th grade through high school graduation.

Goal 6: School Climate: Create a safe and inclusive environment of achievement and student success, informed through the lens of diversity, equity, and inclusion, to holistically support students and adults, and maintain a healthy school climate.

Goal 7: Course Access: In order to prepare all students for college and career, maintain and expand access to a broad course of study.

Goal 8: Academic Growth: Support all learners to enable growth in academic student outcomes.

A final highlight is that compared to previous years, we have greatly increased the percentage of our LCFF funds that are accounted for in our LCAP and directly tied to LCAP actions, to increase transparency about our spending and alignment between our plans. We have also significantly expanded our discussion of how we are spending our supplemental and concentration grant funds to support our English learner, low-income, and/or foster youth students (see "Increased and Improved Services" section for details).

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.

Engaging Educational Partners

A summary of the process used to engage educational partners and how this engagement was considered before finalizing the LCAP.

The LCAP was developed with input and/or meaningful consultation with families (including families that speak languages other than English), school and central office administrators (including special education administrators), teachers, students, school leaders, other educators, and other school staff.

Our LEA held a series of engagement meetings and solicited participation via surveys throughout the school year to provide opportunities for community members to share input on successes, challenges, and needs. These included five Saturday Parent Meetings, monthly Coffee Talk and Chat & Chew workshops with families, a series of Board of Directors listening sessions with faculty and staff, and a staff task force led by our Senior School Director. These various engagement and input efforts, in combination with our more explicitly-themed LCAP engagement sessions, allowed educational partners to share needs and input that inform various components of the LCAP.

We presented our LCAP mid-year update, along with the LCAP supplement, and solicited input, at our School Site Council (SSC) meeting on January 20, 2022 and to our Board on January 27, 2022. During Spring 2022, we provided multiple opportunities for community members to contribute additional input before the LCAP was finalized. We launched our LCAP Community Engagement with a forum hosted by our SSC on March 31, 2022. Our SSC is composed of elected parents, teachers, staff, and students. The majority of participants in this LCAP forum were parents and this group served as our LCAP Parent Advisory Committee. We hosted additional LCAP engagement events in April, with our English Learner Advisory Committee (ELAC), Black/African American Parent Advisory Committee (BAAPAC), and with teachers and staff. We have posted the LCAP draft on our school website to invite opportunities for additional community feedback. We will also present the LCAP draft at a public hearing at our Board Meeting on May 5, 2022 and consult with our SELPA (Special Education Local Plan Area) partners.

At our LCAP engagement events, community members reviewed metrics, worked on identifying needs, proposed actions to meet those needs and suggested potential revisions to current and proposed LCAP plans. In addition to these meetings, surveys were distributed to gather input for our LEA plans from the greater school community.

A summary of the feedback provided by specific educational partners.

Upon review of the feedback collected by our educational partners, several themes emerged within and between participating groups. In an effort to improve teaching and learning at Making Waves Academy, educational partners recommended we invest in hiring and retaining a diverse faculty, prioritize the continued professional development and coaching of our instructional team, and reevaluate our framework for academic intervention (DTI and Marlin Hour). Educational partners, particularly families and parents, have called for increased opportunities for parent involvement, activities, and engagement. Another theme that emerged from educational partner feedback was a need to further develop the social-emotional learning tools provided to Wave-Makers, including providing curriculum for the advisory period. Educational partners, families and faculty alike, would like to see the school implement a 5th-12th grade behavior management framework that supports

and reinforces the unique needs of students as they progress through Making Waves Academy, including the use of positive incentives and motivation and a focus on student/campus safety. Finally, there is strong interest within the Making Waves Academy community to expand the opportunities for students, beginning in middle school, to explore a variety of activities while at Making Waves and prepare for various post-secondary pathways.

A description of the aspects of the LCAP that were influenced by specific input from educational partners.

We have responded to the feedback from educational partners, described in the previous prompt, by making a number of key revisions to this year's LCAP. In fact, every one of our eight LCAP goals underwent some revision based on the specific input of our educational partners.

Aspects influenced by feedback related to academics:

Teacher recruitment/credentials: Action 1.4 describes our continuing partnership with the Alder Teacher Residency program and with CCCOE Teacher Induction Program, including utilizing external mentors when needed to expand the number of teachers we can support with induction.

Instructional coaching, professional development, and collaboration: Actions 2.5 (Instructional Coaching and Professional Development) and 2.6 (Math PD and coaching) have both been added in response to this feedback. Next year's PD calendar will be aligned with the assessment calendar to ensure timely collaborative data analysis. In addition, we are committing to at least monthly observation and feedback to all teachers, a practice that was less consistent this school year.

College and career: Action 4.4 (Post-secondary planning) now includes both the work we are doing in the upper school to help students create post-secondary plans that can encompass multiple pathways, and the creation of school-wide scope and sequence for college and career, which will expose students to these issues (in different ways) starting in middle school.

Expand course offerings: We have developed plans for expanding courses in 1) languages other than English; 2) visual and performing arts; 3) Career Technical Education; and 4) dual enrollment through a partnership with a post-secondary institution. (See Actions 7.3, 7.4, and 7.5). That said, while we have developed plans for increasing the variety of courses offered, the introduction of new courses for student enrollment is dependent on at least three conditions that we must optimize for: 1) a "guaranteed and viable" schedule that allows for a-g completion in a timely manner; 2) input from educational partners; and 3) the labor market and our school's ability to find and nurture talent.

Challenges with Marlin Hour/DTI (intervention) block: Parent and teacher educational partnership feedback highlighted ongoing challenges with our intervention programs offered through the Marlin Hour/DTI blocks. Action 8.2 describes our plans for academic intervention, including the plan to research and prepare for a pilot of intervention curricula (prioritizing ELD and math interventions).

Aspects influenced feedback related to school climate or student engagement:

Parent engagement: In light of ongoing input about family engagement, we substantially revised Goal 3, both in our initial drafts and continuing with revisions after educational partner events. Action 3.1 (Participation Opportunities) now highlights family workshops, our plans to involve parents in planning some events; and our commitment to gathering feedback from families throughout the year. Action 3.2

(Family Engagement) describes a significant reorganization of school leadership vis-a-vis parent engagement, which next year will be held through the new Assistant Principal roles, with each Assistant Principal leading family engagement for their grade cluster. Action 3.4 (Parent Leadership) details the plans for relaunching the Parent Wave Representative role, in addition to continuing other parent leadership opportunities. Action 3.5 introduces a new parent communication tool (Bloomz). Action 3.6 affirms our ongoing commitment to providing translation and interpretation services to support our many families who speak languages other than English. Based on educational partner suggestions, we also added parent-elements into 8.4 (share assessment results with families) and 6.3 (to share safety and connectedness data with families) and 2 new metrics in goal 3 (measuring family engagement and satisfaction).

Student activities: We added in Action 5.4 (Student Activities Coordinator) and have included middle school as part of this role (which had previously been limited to upper school)

Advisory curriculum: Action 6.2 describes plans to select and pilot curricula for the advisory period.

Student safety, behavior, and incentives: Action 6.7 encompasses both our new software for tracking behavior data (“Kickboard”) and our Dean of Students’ plans to start developing a Positive Behavior Intervention and Supports (PBIS program), which involves proactive incentives and supports as well as tiered responses and interventions. PBIS is also discussed in action 5.1 as part of our plan to improve attendance. We have also redesigned the Campus Supervisor role, introduced a lead supervisor role, and increased in number of supervisors (Action 6.6), expanded the number of Deans at the school (Deans support with many actions, including 5.1, 5.2, 6.1, 6.2, 6.3, 6.5, and 6.7), and maintained the additional social worker (action 6.4)

Goals and Actions

Goal

Goal #	Description
1	Basic Conditions: Provide an effective infrastructure and systems to support basic conditions of learning (credentials, facilities, and instructional materials) to be met or exceeded.

An explanation of why the LEA has developed this goal.

This goal aligns with State Priority 1 (Basic Conditions of Learning). This goal encompasses both the maintenance of conditions that are already strong (e.g., world-class facilities and learning spaces) as well as areas in which we have identified needs (teacher credentialing, staff recruitment and retention).

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.	100% of students have access to standards-aligned curriculum and materials in all subjects (2021 SARC).			Standards-aligned, culturally responsive curriculum in all content areas.
Human Resources: Percent of teachers who are credentialed and appropriately assigned	Original: Our systems are built, and being implemented. Revised: 75% in 2019-20 (SARC)	75% in 2020-21 (SARC) 74% in 2021-22 (internal data)			100% of teachers appropriately assigned and making adequate progress towards their credential pathway.
Original: Schedule for routine maintenance of key structural,	Original: Our systems and approach is being implemented.	All facilities systems rated “Good”; overall rating of “Exemplary.”			Original: Buildings remain in good repair.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
equipment, appliance and operational elements of the facility. Revised: Results of annual Facility Inspection Tool (FIT)	Revised: All facilities systems rated “Good”; overall rating of “Exemplary.” (2020 FIT)	(2021 FIT, reported in SARC)			Revised: Maintain all facilities systems rated "Good"; overall rating of "Exemplary" on FIT.
Teacher retention rate	Retention rate from 2020-21 to 2021-22 school year was 74%	n/a (first year of implementation of this metric)			Meet a minimum retention rate of 80%.

Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Credential process	<p>The Human Resources Department (HR) monitors compliance to CTC and AB1505 requirements to support the internal credentialing process of mission-aligned new and aspiring teachers:</p> <ol style="list-style-type: none"> 1. Actively participating in the hiring/screening of MWA faculty candidates to assess valid teacher credentials. 2. Supporting presently employed educators 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. <p>For those who do not yet hold a "clear" credential status, HR monitors the issuance of the credential, permit, or waiver types until the educator reaches clear credential status, and supports teachers with obtaining a mentor as part of the Teacher Induction Process. In the event that an educator is unable to meet certain milestones towards</p>	\$159,628.00	No

Action #	Title	Description	Total Funds	Contributing
		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.		
1.2	Facilities conditions and review plan	Maintain excellent facilities. Create and implement a Facilities Review Plan addressing: 1. Routine maintenance and inspection of key safety materials, equipment, appliances, and other operational elements of the facility. 2. Preventative maintenance schedule for the year. 3. Annual inventory of furniture, equipment, and appliances that are required for continuity of learning.	\$1,949,101.00	No
1.3	Review and adopt curriculum	1. Follow the Annual Curriculum Review & Adoption Plan and work with the board Curriculum and Instruction Review Advisory Committee. 2. Pilot and review a new upper school math curriculum. 3. Plan for integration of Ethnic Studies standards. 4. Develop a rubric to evaluate current and future curriculum for academic rigor, cultural relevance, and student outcomes. 5. Conduct an annual hearing regarding sufficiency of textbooks and learning materials to support all students having access to standards-based instructional materials.	\$158,100.00	No
1.4	Teacher residents and teacher induction	Build out our pipeline of diverse mission-aligned, fully-credentialed teachers who reflect the cultural diversity of our Wave-Makers, through: 1. Teacher Residency Program: Continue partnership with Alder GSE to refine the essential elements of our teacher residency program. Under the direct supervision of the onsite Director of Teacher Residency and the Alder partnership, all Residents commit to a	\$451,080.00	No

Action #	Title	Description	Total Funds	Contributing
		<p>rigorous and supportive program that develops highly effective teachers ready to step into the classroom as certificated teachers. Residents also learn MWA’s mission and approach, including cultural competency, social-emotional learning, and growth mindset. Support that residents receive include an experienced mentor teacher at MWA, test support, and financial aid support for individual residents related to test preparation materials and supplies.</p> <p>2. Teacher Induction Program (TIP): HR staff partners with school leaders to identify teachers eligible for induction (the process that leads to a clear credential), and communicates eligibility to the CCCOE for assignment and mentor matching. To maximize the number of mentors available, MWA has expanded our partnership with CCCOE, utilizing external (and internal) mentors for our induction program. The number of TIP placements each school year varies based on needs and internal and external mentor availability. All costs associated with TIP are covered by MWA.</p>		
1.5	Enrichment Curricular Programs	Refine middle school enrichment programmatic curriculum to address both the academic and social-emotional needs of students.	\$20,000.00	No

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.

There are no substantive differences between planned actions and actual implementation of these actions. Successes with implementation include continued strong monitoring of credentialing updates by our HR team, systematic work by our operations team to make sure facilities remain ready and safe for students and staff with the return to in-person learning amidst the continuing context of COVID, and continuation of the curriculum review process. Challenges with implementation include the immense amount of additional work that our operations and HR teams have had to do this year, compared to previous years, related to COVID testing, contact-tracing, quarantining and the like.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences between our budgeted and estimated actual expenditures or improved services.

An explanation of how effective the specific actions were in making progress toward the goal.

In anticipation of the unique nature of this academic year, the Making Waves Academy leadership team committed to prioritizing safety, rigorous instruction, and the social-emotional wellness of our community. As we prepared to welcome Wave-Makers back to campus, after over 15 months away, both the adult and student community experienced many anticipated and several unexpected challenges.

Despite the many challenges experienced this year, including both faculty and leadership vacancies, we have prioritized actions that support on-site teaching and learning. We prioritized the adoption of a standards-aligned middle school (6-8th grade) social studies curriculum, and we are in the process of researching curricula for both our 5th grade social studies and science programs. We plan to request new curricula for upper school Spanish and psychology during the spring 2022 Curriculum and Instruction Review Advisory Committee (CIRAC) meeting and will pilot a new upper school math curriculum next school year (AY22/23). Through ongoing collaboration between the Academic Instruction Team, Human Resources Team, and Talent Team, we are able to recruit, hire, and assign teachers to instructional assignments that align with their expertise and credentialing. In 2021-22 (as of 1/10/22) 73% of teachers (45 out of 62) are fully credentialed and appropriately assigned; 3 others are fully credentialed, but inappropriately assigned (out of subject matter; on plans/working on securing appropriate authorization), and the remainder are not yet fully credentialed.

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.

We refined the language of Goal 1 this year, moving from just listing the state priority to more clearly stating what we want to achieve, related to this priority: “Basic Services: Provide an effective infrastructure and systems to support basic conditions of learning (credentials, facilities, and instructional materials) to be met or exceeded.”

Given identified needs to increase teachers who are fully credentialed, fill staff vacancies, and retain teachers and staff each year, we added and revised some metrics to measure our progress in this area. We added a metric to track year-to-year teacher retention, as this is an area we hope to improve. We also revised our other metrics for Goal 1 to make them more measurable. To do this, we revised the human resources metric to include the percent of teachers who are credentialed and appropriately assigned, and revised the facilities metric to utilize the Facilities Inspection Tool (FIT) results for facilities, and associated baseline data. We combined elements of some overlapping actions from the 21-22 LCAP in order to add clarity to the plan:

- (a) Previous actions 1 and 4 are combined into 2022-23 Action 1.1: Credential Process, pulling out a new/separate Action 1.4: Teacher residents and teacher induction;
- (b) Previous actions 2 and 5 are combined into 2022-23 Action 1.2: Review and Adopt Curriculum; and

(c) Previous actions 3 and 6 are combined into 2022-23 Action 1.3: Facility Conditions and Review Plan, which we also condensed. The goal of these shifts was to reduce redundancies, use clearer language, and to make the plan more accessible for educational partners, but the substance of the actions remained largely the same, unless otherwise noted.

Action 1.2 (Review and Adopt Curriculum) this year calls out our plans to pilot a new upper school math curriculum, responding to the identified needs around math achievement (the middle school recently adopted a new math curriculum as well), and also highlights our plans to pilot the integration of ethnic studies standards into planning and teaching. Action 1.5 (Enrichment Curricular Programs) now highlights our plans to refine middle school enrichment curriculum and options. (See also Goal 6, Action 6.2 for plans for advisory curricula).

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
2	Implementation of Academic Standards: Build teacher and leader capacity to effectively develop, implement, and refine vertically-aligned, standards-based learning for all students, including English Learners

An explanation of why the LEA has developed this goal.

Goal 2 aligns with State Priority 2 (Implementation of Academic Standards). In this goal, we focus on continuing and expanding our professional development around common core standards in ELA and math, NGSS science standards, and history-social science standards and framework. Since math has been identified as an academic area of particular need at Making Waves, we have also added specific metrics and actions related to building teacher and leaders' math pedagogy, knowledge, and skills. This state priority also calls for us to specifically support English Learner students in having access to all state standards and are able to gain academic content knowledge and English language proficiency. English Learner students are an important subgroup of our student population, so we have some specific metrics and actions related to supporting this group of critical learners. This allows us to respond to a key area of identified need: narrowing or closing opportunity and achievement gaps in academic data for our English Learner students.

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	<p>Money allotted in the budget is utilized for state purposes for equipment, materials, and training.</p> <p>80% or more of the Professional Development plan is implemented</p> <p>100% or more of the progress monitoring system for English</p>	<p>100% of the Semester 1 Professional Development plan was implemented with fidelity (2021-22).</p> <p>100% of progress monitoring system for English Language Development implemented (2021-22).</p>			<p>Original: All staff are coached regularly on implementation of ELD professional development.</p> <p>Revised: All appropriate staff delivering ELD support are evaluated and meet expectations for proficient instruction and support.</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Language Development is implemented.				
English Learner Progress Indicator (ELPI) (percent making progress toward English Language Proficiency)	44.8% (2019 ELPI) ELPI is not currently being calculated on the California School Dashboard due to COVID-related suspension of some dashboard elements; however, 39% scored level 3 and 24% scored level 4 on 2021 Summative ELPAC.	n/a (first year of implementation for this metric)			50% “making progress” on English Language Progress Indicator (ELPI).
English Learner (EL) reclassification rates	Original: 70% of ELs reclassify by end of 8th grade. Corrected: 55% of Wave 21 ELs reclassified by end of 8th grade (2019-20). 13% of MWA English Learners (all grades) reclassified (2019-20).	36% of Wave 22 ELs reclassified by the end of 8th grade (2020-2021). 9% of MWA English Learners (all grades) reclassified (2020-21).			Original: 80% reclassification rate by 8th grade Revised: 50% reclassification rate by 8th grade 15% annual reclassification rate (all grades)

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Standards-based professional development	42% of teachers reported that a professional development session increased their understanding of a core competency for teaching and learning. (2021-22 school year, August PD survey)	n/a (first year of implementation of this metric)			80% of participants believe the professional development session will directly impact their classroom instruction and/or learning environment.
Math coaching and professional development	80% of our math teachers participated in targeted math professional development, including individual coaching. (2021-22)	n/a (first year of implementation of this metric)			100% of math teachers will participate in a cadence of math coaching in conjunction with our teaching and learning cycle.

Actions

Action #	Title	Description	Total Funds	Contributing
2.1	ELD data analysis and implementation of success metrics	Develop individual learning plans for each English Learner student. These plans will include: individual growth goals based on diagnostic data and semester grades, reclassification targets, and a student-created strengths index.	\$18,647.00	Yes
2.2	ELD Professional Development	1. Provide annual training of ELD Coordinator, faculty, and staff on ELD standards and best practices. 2. Provide opportunities for ongoing professional development for faculty, admin, and the ELD coordinator through site-based and off-site training.	\$13,985.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>3.Implement ongoing formal and informal observation and feedback.</p> <p>4.Implement a teacher evaluation tool that addresses the use of adopted ELD best-practice instructional strategies and ELD Standards.</p> <p>5.Share best-practices in ELD strategies through presentations to the faculty throughout the year.</p>		
2.3	English Learner Program	<p>1. The EL Coordinator works in conjunction with the Intervention Services Coordinator to ensure all ELs are placed in designated ELD courses. ELD teachers will receive ongoing professional development and coaching to support the ELD instructional strategies to support students’ proficiency in all four ELD domains.</p> <p>2. MWA will continue to maximize the impact of our integrated ELD program by requiring all content teachers to demonstrate how they plan to ensure ELs have the supports required to fully access grade level content.</p> <p>3. In order to support the continual improvement of our ELD program, the ELD Coordinator will share EL performance trends, programmatic strengths, and challenges with the ELAC committee, school leadership, and MWA board.</p>	\$60,409.00	Yes
2.4	English Learner Reclassification	<p>1.Create a “guaranteed and viable” ELPAC testing schedule.</p> <p>2.Support EL students and families with understanding the criteria for reclassification as well as their individual student(s) reclassification plan.</p>	\$18,453.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<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, ELAC, MWA Board, and CEO.</p> <p>5. Monitor reclassified students’ progress for at least 3 years after reclassification and provide appropriate supports as needed.</p>		
2.5	Instructional Coaching and Professional Development	<p>1. The 2022-23 professional development calendar will include a series of training sessions designed to deepen teachers’ understanding of their grade-level standards and analysis of data related to student mastery and growth.</p> <p>2. Plan, schedule, and implement a monthly cadence of formal and informal observation of and feedback to teachers based on the teaching and learning cycle.</p> <p>3. Include within formal teacher observations and lesson planning documents a section that addresses teacher efficacy with implementation of state standards.</p>	\$212,100.00	Yes
2.6	Math PD and Coaching	<p>Math teachers will have the opportunity to participate in curricular training and professional development designed to support teachers’ conceptual understanding, support student mathematical reasoning, and respond to real-time formative assessment data to support all learners.</p>	\$58,264.00	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.

We experienced some challenges with implementation of this goal related to staffing. In the absence of an English Language Development (ELD) coordinator for much of the year, and due to some COVID-related limitations on travel, we had to scale back the scope of some actions associated with this goal.

Action 2.1: we did not create a visiting committee to other schools.

Action 2.2: we did not fully implement an ELD observation tool or offer off-site ELD professional development.

However, the core functions of our ELD program, and the 3 actions in this goal in the 21-22 LCAP, were successfully implemented and maintained. This includes analysis of English learner data, implementation of designated ELD programs, and continued monitoring of students who have been reclassified.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences between our budgeted and estimated actual expenditures or improved services.

An explanation of how effective the specific actions were in making progress toward the goal.

This year we continued to align our designated English Language Development program with our framework for Intervention Services. All English Learner (EL) students are enrolled in our ELD program occurring during Differentiated Tiered Instruction (DTI) in the middle school and Marlin Hour in the upper school. Faculty received ELD instructional support in the form of professional development and individual support, as required. Our Director of Academic Support Services served as the case manager for our English Learners (ELs) and facilitated ELAC meetings. Our efforts are highlighted in our Semester 1 reclassification rate of 8.7%, which is on par with our overall reclassification rate during remote learning, and is on track to increase by the end of the year.

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.

We refined the language of Goal 2 this year, moving from just listing the state priority, to more clearly stating what we want to achieve, related to this priority: "Implementation of Academic Standards: Build teacher and leader capacity to effectively develop, implement, and refine vertically-aligned, standards-based learning for all students, including English Learners."

In Goal 2, we added three new metrics. First, we added the English Learner Progress Indicator (ELPI), a state indicator that will be helpful for tracking the year-to-year progress of our English Learners on the ELPAC assessment. We also added in two metrics designed to track the implementation and effectiveness of our professional development offerings, a key component of this goal's focus on building teacher and leader standards-based strengths.

We moved the metrics and actions related to English Learner progress that were previously listed in our Goal 4 into this 2022-23 Goal 2, so that we can centrally track our key EL metrics and actions under one goal, to add clarity and ensure these receive the focus they need and deserve. These were the reclassification metric, as well as 21-22 Actions 4.4 (English Learner Program) and 4.5 (English Learner Reclassification). We also corrected the baseline data for EL reclassification metric, to ensure it was accurate. Goal 2 now includes four action areas specifically related to English Learners: 2.1: ELD Data Analysis and Success Metrics; 2.2: ELD Professional Development; 2.3: English Learner Program, and 2.4: English Learner Reclassification. The general areas of the English Learner actions remained the same, but the specific details were revised to reflect some key practices for AY 2022-23: developing individual learning plans for each EL student as well as affirming our commitment to provide EL professional development, observations and evaluation, related to EL best practices and standards. In addition, there are other schoolwide actions throughout the LCAP that will benefit our English Learner students that are responsive to identified needs and opportunity gaps; see "Increased and Improved Services" section for more details.

We also have added 2 broader actions related to teacher and staff professional development more generally. Action 2.5 focuses on deepening teacher and leader knowledge and skills related to implementation of state standards through observation, feedback, and professional development; Action 2.6 specifically highlights planned work with Math PD and coaching, as math has been an identified area of need for multiple years now.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
3	Family Partnerships: Promote, increase, and deepen participation in family engagement events and opportunities for parent and guardian engagement through intentional and mission-aligned opportunities for involvement and expanded avenues for family input on school decision-making.

An explanation of why the LEA has developed this goal.

This goal aligns with State Priority 3 (Parent Involvement and Engagement). This priority involves building relationships between school staff and families, building partnerships for student outcomes, and seeking input for decision-making. Parent-engagement and involvement has long been a strong, central value at Making Waves Academy. We have encountered new challenges, and new avenues for communication, with family engagement during the pandemic. Providing additional opportunities and avenues for engagement and input has also been identified by family educational partners as a needed area for growth and improvement. So, our metrics and actions for this goal attempt to build on past successes and also provide some new, expanded directions. This includes refreshing the role of family wave representatives, rolling out a parent communication tool, and reorganizing the placement of school leaders with respect to family communication and engagement.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Attendance data for family meetings	"Good" family participation (2020-21)	We saw increased family participation in parent meetings (Saturday parent meetings, monthly coffee talks and “chat and chew” parent workshops) in AY21-22 compared to previous school-year.			Original: "Strong" family participation. We hope to see increased participation in family engagement events. Revised: “Strong” parent participation (80% or more families participate in family meetings.) We hope to see increased

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
					participation in family engagement events.
Parent Climate Survey data (% participation, and % who are satisfied with opportunities for participation and input)	Survey data not yet available.	n/a (first year of implementation of this metric)			80% of parents participate in survey. 60% or more of parents share a high satisfaction rating.

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Participation opportunities	<p>1. Refine and develop a plan for family workshops. Survey parents for workshop interest. Confirm dates in master calendar and market to families.</p> <p>2. Provide opportunities for parents to engage in organizing and facilitating school events, including on-campus events if health and safety conditions permit.</p> <p>3. Conduct family feedback surveys and/or town halls at least once per semester.</p>	\$12,589.00	No
3.2	Family engagement	In response to parent feedback, a shift in our organizational structure allows for a new role of “Assistant Principals” leading family engagement efforts for different grade-band clusters. This will make it easier for parents to know who to go to with questions, concerns, and requests for support.	\$12,588.00	No

Action #	Title	Description	Total Funds	Contributing
3.3	Family engagement marketing	<ol style="list-style-type: none"> 1. Update and refine campus signage, parent portal, calendar of events, and promotion materials for parent meetings and events 2. Send out regular and consistent update emails to parents and staff. 3. Refine the system for marketing and engaging parents for the parent volunteer system. 4. Provide outreach to varied parent groups reflecting different communities at our school, to advertise events and gather inputs for desired events. 	\$9,400.00	No
3.4	Parent leadership	<ol style="list-style-type: none"> 1. Relaunch Parent Wave Representatives by hosting elections, orientation, and training. 2. Continue to support parent development and support with onboarding and sustaining parent leaders for: English Learner Advisory Committee (ELAC); Black/African American Parent Advisory Committee (BAAPAC); Gifted and Talented Education Parent Advisory Committee (GATE-PAC); Special Education SELPA Parent Representative. 	\$12,700.00	No
3.5	School-Home communication tool	Launch and implement a new parent communication tool (Bloomz), with coordination by the new Marketing and Outreach Manager.	\$35,100.00	No
3.6	Translation	Provide translation and interpretation services for parent-advisor conferences, family meetings and documents that require translation or interpretation.	\$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.

2021-22 was a year of many substantive adjustments and pivots due to the impacts of the COVID-19 pandemic on the return to on-site learning following 18 months of distance learning. Additionally, due to COVID mitigation protocols, parents and guardians were not allowed onto campus, and in-person gathering was not permitted. Although these realities caused some challenges, while optimizing for safety, rigorous instruction, and social-emotional well-being, we were also able to maintain some meaningful family engagement. Here are some areas where we had to make some substantive changes:

Action 1: Marketing and expectations regarding parent volunteer hours (from 21-22 Action 1) were relaxed due to the limitations of the pandemic.

Action 2: Family Engagement Coordinator was a vacant position. All family engagement responsibilities have been fulfilled by the Senior School Director.

Action 4: The Parent Wave Representative leadership role was placed on moratorium (with plans to relaunch this role in 2022-23), though other leadership opportunities remained (SSC, ELAC, BAAPAC).

Successes with implementation of actions for this goal include bi-weekly communication with families, monthly parent meetings, implementation of parent academy, and continued parent participation and leadership in our parent advisory committees.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences between our budgeted and estimated actual expenditures or improved services.

An explanation of how effective the specific actions were in making progress toward the goal.

Considering the challenges of the year, we made lots of successful and progressive movement with our families. Though streamlined, we were able to host five Saturday Parent Meetings, and we hosted a Coffee Talk and Chat & Chew workshop every month. There were opportunities for parents to volunteer during arrival and dismissal times. We launched our first Parent Academy pathway: a 6-hour workshop series on SEL and wellness topics over a series of Saturday meetings. All of these activities aimed to contribute to meaningful parent engagement at Making Waves Academy.

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.

We refined the language of Goal 3 this year, moving from just listing the state priority, to clearly stating what we want to achieve, related to this priority: Family Partnerships: Promote, increase, and deepen participation in family engagement events and opportunities for parent and guardian engagement through intentional and mission-aligned opportunities for involvement and expanded avenues for family input on school decision-making.

In Goal 3, we have added an additional metric: a measure of parent satisfaction with opportunities for engagement and input, so that we have multiple measures by which we can assess our progress with this goal, beyond attendance at family meetings.

We also revised our actions for this goal. Actions 1-4 kept the same titles and general areas of focus, but we made a number of changes to the details of the actions, as educational partners (particularly parents) have encouraged growth in these domains

Action 3.1 (Participation Opportunities) we highlight family workshops and a desire to provide additional opportunities for parents to not only participate in events but also to help plan events, which was an important practice at MWA pre-COVID. Whether we are able to include on-campus events as part of this will depend on evolving COVID-related health and safety guidelines. We also commit to gathering feedback from families through surveys or town halls at least once a semester.

Action 3.2 (Family Engagement) describes a significant reorganization of school leadership roles related to parent engagement, which next year will be held through the new Assistant Principal roles, with each Assistant Principal leading family engagement for their grade cluster.

Action 3.4 (Parent Leadership) details the plans for relaunching the Parent Wave Representative role, in addition to continuing other parent leadership opportunities through our Parent Advisory Committees (ELAC, BAAPAC, GATE-PAC and parent representation to our SELPA.

Finally, we added Action 3.5, introducing a new parent communication tool (Bloomz), which will be used to expand and make more efficient our capabilities for communication between home and school, and Action 3.6, affirming our ongoing commitment to providing translation and interpretation services to support our many families who speak languages other than English.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
4	Student Achievement for College and Career Readiness: Support student achievement across multiple measures so that each learner can make progress towards high school completion and have opportunities to demonstrate college and career readiness.

An explanation of why the LEA has developed this goal.

Goal 4 is aligned with State Priority 4 (Pupil Achievement) and with our WASC Goal 2 (College and Career Readiness), and elements of WASC Goal 1 (Support for All Learners). This goal builds on an area strength at Making Waves Academy: our high rates of high school graduation, and our college and career supports more generally. In this goal, we have a number of state and local metrics measuring students' progress through high school and preparation for their post-secondary college and career plans, with corresponding actions that highlight the work of our college and career team to monitor and support students in making progress in these areas.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
High school graduation rate	Original: 90% or higher graduation rate for seniors Corrected: 4-year graduation rate: 93.8% (2019-20) 5-year graduation rate: 98.6% (2019-20)	4 year graduation rate: 88.5% (2020-21) 5-year graduation rate: 97.8% (2020-21)			Original: 95% or higher Revised: 4-year graduation rate: 95% 5-year graduation rate: 98%
Drop-out rate	Original: less than 7% drop out	1.1% (2020-21) (Data-quest, 5 year cohort outcome)			<1%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Corrected: 1.2% (2019-20; Data-quest, 5 year cohort outcome)				
Post-secondary planning: Percent of graduates having a post-secondary plan across a range of pathways, including: (1) Four-year college or university; (2) Community college; (3) Military enlistment; (4) Job program; (5) Current job or job offer; (6) Trade program or apprenticeship; (7) Gap year program	98.8% (2019-20) 93.5% (2020-21)	n/a (first year of implementation of this metric)			95%
College and Career Indicator (CCI): Percent identified as "Prepared" on CCI	60.8% (2019) This metric is not currently published on the state Dashboard due to suspension of some elements during COVID-19.	n/a (first year of implementation of this metric)			70%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	That said, a local projection shows that 37% of current seniors might have qualified as “prepared” in CCI based on a combination of A-G completion and 2021 SBAC scores criteria. (2021-22)				
Early Assessment Program (EAP) results (SBAC Math and ELA results for 11th Grade)	MAP EAP: 40% (2019) 15.6% (2021) ELA EAP: 78% (2019) 61.5% (2021)	n/a (first year of implementation of this metric)			Math EAP: 30% ELA EAP: 70%
AP exam pass rates (percent of AP test takers who passed with a score of 3 or higher)	Original: 35% Corrected: 34% (2018-19) 45% (2019-20)	21% (2020-21)			Original: AP Pass rate: 80% Revised: AP pass rate: 30%
UC and CSU eligibility	CSU eligible: 2020-21: 82.7% 2021-22: 73.6% UC eligible: 2020-21: 74.4% 2021-22: 62.1%	n/a (first year of implementation of this metric)			CSU-eligible: 75% or higher UC-eligible: 60% or higher

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CTE Pathway Completion	1 completer (<1%) (2020-21)	n/a (first year of implementation of this metric)			5% of CTE participants in an academic year reach CTE completer status.

Actions

Action #	Title	Description	Total Funds	Contributing
4.1	Graduation Pathways	<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 and support for faculty and leaders regarding: upper school graduation requirements and college admissions criteria for UCs and CSUs; CTE opportunities for students; and the role and responsibilities of upper school advisors in supporting students progress toward graduation.</p> <p>3.Create a course schedule that 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. Develop new courses that are University of CA Office of the President (UCOP) approved and “a-g” aligned</p> <p>4.Create a calendar for regularly scheduled updates and reports to the school community, SSC, MWA Board, and CEO on graduation pathways progress.</p> <p>5. Coordinate with the ELD Coordinator, Special Education Department, and Academic Intervention Services Team, to support critical learner groups receiving access and priority enrollment as needed.</p>	\$101,887.00	Yes

Action #	Title	Description	Total Funds	Contributing
4.2	College/Career	<p>1. Provide training for faculty and staff on the state CCI, on developmentally appropriate college and career readiness topics, and our college and career access MWA scope and sequence.</p> <p>2. Provide for adoption of strategies that will support students in the development of essential skills and competencies for college and career readiness.</p> <p>3. Schedule annual presentations for families, AIS Team, SSC, MWA Board, and CEO to monitor, evaluate, and review school-wide performance on college and career readiness.</p> <p>4. Involve a wide range of faculty and staff in a process for gathering input on school-wide performance targets for college and career readiness, with the purpose of identifying best practices and focus areas for future professional development.</p>	\$19,147.00	Yes
4.3	AP Exam	<p>1. Set goal of 80% or more of students enrolled in AP courses choosing to sign up for and take the exam.</p> <p>2. Set classroom observation schedule of AP courses to ensure fidelity to the AP curriculum and to assess proper pacing of the course.</p> <p>3. Provide for training for faculty teaching AP courses.</p> <p>4. Provide for instructional supports, such as online or additional materials to support faculty and students in preparing for AP exams.</p> <p>5. Monitor GPA progress in AP courses.</p> <p>6. Set a schedule for presenting results of AP exams to the MWA community, MWA Board, and CEO.</p> <p>7. Look at and use "AP Potential" data to inform decisions about courses to add.</p>	\$17,797.00	No

Action #	Title	Description	Total Funds	Contributing
4.4	Post-secondary planning	<p>1. Work with students and advisors to ensure that 95% or more of graduates have a post-secondary plan, which can include: 1. Four-year college or university; 2. Community college; 3. Military enlistment; 4. Job program; 5. Current job or job offer; 6. Trade program or apprenticeship; 7. Gap year program.</p> <p>2. Develop and deliver a school-wide scope and sequence for college and career access that includes early exposure to a range of careers and, for students whose career aspirations include going to college, exploration of majors.</p>	\$97,000.00	Yes
4.6				

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.

As part of our school’s college and career readiness efforts, Goal 4 in 2021-22 included a number of metrics and actions related to our English Learner Program (21-22 Actions 4.4 and 4.5). While we are making progress on our EL reclassification goal, we have faced some challenges with implementation. We had limited ability to carry out classroom observations and quarterly data analysis data due to a staff shortage. The English Language Development Coordinator role was vacant for much of the year. That said, the Director of Academic Support Services (who is our former ELD Coordinator) continues to contribute to our English Learner Program extensively, and the ELD Coordinator role was recently filled. We have also de-emphasized off-site training/professional development this year, due both to staffing vacancies and due to COVID-related travel restrictions (a sub-action of 21-22 Action 4.1). We have had successful implementation of our actions related to graduation pathways for our students, including supporting students with meeting A-G requirements, completing all required courses in a timely way, and making specific post-secondary plans.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences between our budgeted and estimated actual expenditures or improved services.

An explanation of how effective the specific actions were in making progress toward the goal.

High graduation rates and low dropout rates continue to be areas of strength for our school, suggesting that the actions associated with each are proving to be effective. In particular, the individual graduation plans that our upper school students receive provide helpful information on their personal progress towards high school completion.

There are several areas, however, that could benefit from special attention in the upcoming year: 1) our Advanced Placement (AP) program exam pass rates; and 2) reclassification rates and quarterly data analysis related to our English Learner (EL) program.

Historically, we have optimized for access to AP courses over optimizing for enrolling students with just the highest grades. This decision was made in alignment with the College Board's recommendation that access to AP courses are good preparation for students interested in pursuing a college pathway. In this way, while we would like to see our students pass their AP courses at higher rates and gain college credit for those courses, we continue to optimize for access, therefore, avoiding screening course enrollment for just our higher performing students. In reviewing the specific actions related to the AP program, it may be helpful to focus our efforts on a targeted group of AP subject areas that have the greatest opportunity to increase their exam pass rates. Such an approach affirms that the currently specified actions can, in fact, contribute to the overall exam pass rates we desire, while acknowledging the capacity of our organization amidst the staff shortages.

As shared in our "description of substantive differences in planned actions and actual implementation of these actions" for Goal 4, we acknowledge that the efficacy of the actions associated with our EL program has been impacted by a long-term vacancy (which has recently been filled).

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.

We refined the language of Goal 4 this year, moving from just listing the state priority to more clearly stating what we want to achieve, related to this priority, with the intention of optimizing student outcomes according to the College and Career Indicator (CCI) on the California Schools Dashboard. Goal 4 now reads: "Student Achievement for College and Career Readiness: Support student achievement across multiple measures so that each learner can make progress towards high school completion and have opportunities to demonstrate college and career readiness." Additionally, Goal 4 now tracks the CCI and UC/CSU eligibility as success metrics to better align our local efforts for college and career readiness to statewide efforts for college and career readiness.

We made some adjustments to the placement of some metrics, to better align them with the focus of each goal, and to remove metrics that were previously duplicated in more than one goal. Specifically, we removed the metrics related to attendance/absences and with student retention at MWA, which had been in both Goal 4 and Goal 5, so that they are only in Goal 5 now (which better aligns with the focus of that goal and priority: student engagement). In this 2022-23 LCAP, we also moved the English Learner Program action (previously Action 4.4) and the English Learner Reclassification action (previously Action 4.5) and corresponding metrics [English Proficiency rates and

reclassification rates] to Goal 2, so that we can track our progress with and actions related to English Learner proficiency in one goal area, to add clarity and better align with our areas of WASC goal ownership.

Conversely, we moved the actions related to high school graduation from Goal 5 to this Goal 4, due to Goal 4's focus on college and career readiness (previously Actions 5.4 and 5.5). We also added in a required metric related to college and career preparation: EAP results. A metric that tracks the number of students who complete the Career and Technical Education (CTE) pathway has been added to Goal 4, since that metric contributes to the share of students who are identified as being "prepared" on the College and Career Indicator (CCI). That said, a related metric for CTE participation is captured in Goal 7, since course enrollment data more closely aligns with that goal's course access objectives.

In a continuing effort to cultivate an inclusive college-going and career-going culture, we have added a metric that tracks the rate of students who have a post-secondary plan from across a variety of pathways, with our local goal being 95% or more having a post-secondary plan. Our goal for post-secondary planning enumerates the range of pathways we currently support which, as of now, comprises: a four-year college or university; a community college; military enlistment; a job program; a current job or job offer; a trade program or apprenticeship; or a gap year program. We also added the related action, 4.4, which encompasses the work in our College and Career Services department to support students with creating these post-secondary plans.

Locally, among our college-bound graduates, we have a desired success measure of 70% matriculating to a four-year college or university. Adding a metric for UC/CSU-eligibility will help us monitor and support our students in meeting our objectives for college-bound students. Year after year, we are seeing that 70% or more of seniors are CSU-eligible, meeting our long-term target for college-bound students, despite another year of falling rates in 2021-22. Finally the language for Action 4.2 (College/Career) has been refined to acknowledge our focus on the state CCI, while affirming our local efforts to prepare students for college and career readiness in ways that exceed the expectations of the CCI, such as the development of our Academy-wide scope and sequence for college and career readiness.

We made corrections to the baseline data reported for our graduation rates and AP pass rates (see measurable outcomes section for the originally reported and corrected data). Based on these corrections, we revised the desired outcome for our AP pass rate to make this a more realistic goal (from desired outcome of 80% passing to 30% passing) to better reflect historical trends at the school with the AP test. This would still represent growth compared to our current rate, but also better take into consideration our baseline starting point. We similarly corrected and revised our math and ELA EAP goals to 30% and 70%, respectively. We also differentiated between our 4-year and 5-year graduation rates in our baselines and desired outcomes, to add clarity. We also cut former Action 4.8 (enhance faculty training) and instead ensured that its emphasis on faculty training and preparation is integrated into each of our separate actions in this goal (4.1-4.3), and condensed and combined sub-actions from 4.1 (Graduation Pathways) to enhance clarity.

The language for actions related to "college/career" have been refined to acknowledge our focus on the CCI, while affirming our local efforts to prepare students for college and career readiness in ways that exceed the expectations of the CCI. New action 4.4 highlights these efforts, with our work to support all students in creating a post-secondary plan, which could encompass a variety of post-secondary paths, and the development of our Academy-wide scope and sequence for college and career readiness.



A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
5	Student Engagement: Support student engagement, increased student attendance, and retention of students at Making Waves Academy from 5th grade through high school graduation.

An explanation of why the LEA has developed this goal.

This goal addresses State Priority 5 (Student Engagement) and aligns with parts of our WASC Goal 3 (Diversity, Equity, and Inclusion). This goal connects with an identified area of need: student attendance. Student attendance at MWA declined (and chronic absenteeism grew) during 2020-21 distance learning, and more so in 2021-22 (due in large part to COVID quarantines and other stressors related to the return to in-person instruction). This LCAP goal will allow us to chart progress and plan actions that lead to improved attendance in the coming years, as well as maintaining our strong rates of student retention at MWA.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Average Daily Attendance [ADA] rates	Original: 95% ADA Corrected: 96% ADA (2018-2019; last full year of in-person instruction) 91.8% ADA (2020-21; distance learning, internal data).	87.8% ADA (as of 4/18/22) (internal data)			97% ADA
Chronic Absenteeism rates (% who are absent more than 10% of school days)	7.3% (2018-19)	23.8% (2020-21) (Dataquest) 55.6% (as of 4/18/22) (internal data)			15.5%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
8th grade retention rates	Original: 85% or more of 8th graders matriculate to Upper School Corrected: 97% of 8th graders matriculated to the upper school (2019-20)	96% of 8th graders matriculated to the upper school (2020-21)			Original: 90% or more 8th graders matriculate to upper school Revised: 95% or more 8th graders matriculate to upper school
Upper school retention rates	Original: 90% or higher retention rate from 9th-12th grades Corrected: 98% retention rate in upper school (2019-2020)	96% retention in Upper School (2020-21)			Original: 90% retention rate in upper school Revised: 96% retention in upper school

Actions

Action #	Title	Description	Total Funds	Contributing
5.1	Attendance messaging and consistent practice	<ol style="list-style-type: none"> 1. Create student celebration recognition opportunities to recognize student and parent excellent attendance. Establish criteria for this. 2. Present attendance data to parents, students, MWA Board, and CEO. 3. Create and distribute marketing and messaging around the importance of attendance. 	\$80,484.00	No

Action #	Title	Description	Total Funds	Contributing
		4. Create and implement a school wide PBIS system tied to values that allows for students to be celebrated for making good choices, such as being on time to school and class.		
5.2	Attendance: SARB/SART process	Continue regularly notifying families of absences. Follow SARB guidelines to send notification letters and implement tiered responses to unexcused absences. Initiate family phone calls and schedule family meetings in a timely manner, to partner with families to identify barriers and needed support, to enable improved attendance.	\$85,474.00	No
5.3	Student Enrollment, Retention, and Transfers	1. Continue to conduct student exit interviews and collect data on student transfers. 2. Continue the new-student enrollment process to welcome new students into Making Waves.	\$127,433.00	No
5.4	Student Activities Coordinator	Monitor and coordinate student activities (e.g., clubs, athletics, extracurriculars) to help build student engagement and investment at school. Gather input from students, families, faculty, and staff about potential new clubs and activities in both the middle school and upper school.	\$89,475.00	No

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.

Attendance this year was greatly impacted by the pandemic and related quarantines. In addition, our capacity to respond to other absences was initially diminished by staffing challenges. The SARB process referred to in Actions 2 and 3 was delayed in its implementation due to shifts in staffing and vacancies; full implementation began in January 2022, which led to some improvements in student attendance in

semester 2. The student celebrations/recognition in Action 1 were not fully implemented in 2021-22, but are planned to be renewed next year. This program will be tied to values that allow for students to be celebrated for making good choices, such as being on time to school and class. Successes with implementation include the continued monitoring and support work of our college and career team (supporting graduation rate Actions 4 and 5 in the 21-22 LCAP), which has been essential for helping our students transition from distance learning to in-person instruction while still remaining on track for graduation and recover any needed credits for graduation.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences between our budgeted and estimated actual expenditures or improved services.

An explanation of how effective the specific actions were in making progress toward the goal.

Mirroring trends we have seen across the state, there has been a notable decline in attendance this year. MWA outcomes related to student attendance have been greatly impacted by COVID, resulting in a decrease in average daily attendance and a significant increase in chronic absenteeism. One driver in this has been COVID-related quarantines, leading to an increase in the number of days that students have been absent (chronic absenteeism rates include both excused and unexcused absences).

The SARB (Student Attendance Review Board) process (referred to in Actions 1 and 2), which addresses unexcused absences and brings in a level of accountability, got a late start in the year this year, due to some staffing challenges. However, the SARB process was reinstated and reinvigorated starting in January 2022. One major element of this entailed hiring a temporary attendance clerk who undertook extensive outreach efforts to families of students with multiple unexcused absences, to connect with families around needs and ensure clear messaging was delivered around attendance policies.

Actions 4 and 5 in the 2021-22 LCAP, related to graduation rates, have been implemented and largely effective, allowing us to monitor and support students' progress toward graduation. In particular, the individual graduation plans that our upper school students receive provide helpful information on their personal progress towards high school completion.

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.

We refined the language of Goal 5 this year, moving from just listing the state priority, to more clearly stating what we want to achieve, related to this priority: "Student Engagement: Support student engagement, increased student attendance, and retention of students at Making Waves Academy from 5th grade through high school graduation."

We expanded our actions related to attendance and specifically the SARB process (Action 2), as we have identified declining attendance and increasing chronic absenteeism as an area of need. While we think that some of the changes in our attendance data is attributable

specifically to COVID cases and exposures and related quarantines and student absences, we want to address the issue of attendance head-on next year to ensure that we are decreasing any unneeded or unexcused absences. We have also connected our attendance messaging practiced in Action 5.1 to our plans to implement a broader PBIS approach next year.

We also created Action 5.3 (Student Retention and Transfers) to reflect current practices, designed to support the metrics in this goal around student retention; the elements of this action were previously embedded in other actions, but we have pulled out into a separate action to add clarity moving forward.

We added in corrected baseline data for ADA, chronic absenteeism and retention rates, to correct errors in last year's submission, as well as set new desired outcomes to make our retention goals more ambitious (as our original goals were less than our corrected baselines) and to set a clear 2023-24 desired outcome for chronic absenteeism, as that was not included in last year's LCAP.

We also moved the graduation rate metric and previous actions 5.4 and 5.5 (graduation rates) out of Goal 5 and into Goal 4, which focuses on college and career readiness. We also moved the Social Worker Dashboard metric, which had previously been repeated in both Goals 5 and 6 to now only appear in Goal 6, where it is better aligned. We made these changes to add clarity and better align with our organizational division of labor and WASC goal ownership.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
6	School Climate: Create a safe and inclusive environment of achievement and student success, informed through the lens of diversity, equity, and inclusion, to holistically support students and adults, and maintain a healthy school climate.

An explanation of why the LEA has developed this goal.

This goal aligns with State Priority 6 (School Climate), and aligns with our WASC Goal 3 (Diversity, Equity, and Inclusion). This goal also encompasses areas that our educational partners consistently highlight as important at Making Waves, such as our approach to holistic student services and social emotional learning. Educational partners (students, families, and staff) report that holistic supports, such as advisory, SEL, social worker and other clinician supports, are more important now than ever before, due to stressors related to the pandemic, the transition from distance learning and the return to in-person school, and other societal pressures that our students and families are facing.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Professional Development calendar, meeting notes, and surveys	PD Calendar reflects Social Emotional Well-Being training for faculty and families. (2020-21)	2021-22 PD calendar reflects implementation of August training on Notice/Talk/Action protocol and on-going mindful education trainings throughout the year.			PD Survey data shows that stakeholders find training to be beneficial to practice and student outcomes.
Social Worker student survey	93% of students surveyed who received on-going services reported the services helped them learn new strategies to manage their	n/a (first year of implementation of this metric)			95% or more of students who received on-going services reported the services helped them learn new strategies to manage their

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	problems/concerns or led to a positive behavior change. (2021-22)				problems/concerns or led to a positive behavior change.
Holistic Services referrals	93% of students who were referred to the Holistic Services Department received support services or were connected with support services. (2021-22, as of 3/11/22)	n/a (first year of implementation of this metric)			95% of students who are referred to the Holistic Services department receive support services or are connected with support services.
School Climate Survey	Original: 85% of students and parents indicate through the survey that MWA is safe, there is connection to the mission, and they feel seen and heard Corrected: 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	California Healthy Kids Survey (typically administered biennially) was administered in March 2022, but we have not yet received results for this.			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 they feel seen and heard.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	(2020-21 local indicators)				
Suspension rate (percent of students who were suspended for at least 1 day)	5.9% (2020-21)	0% (2020-21; distance learning) 2021-22 Suspension rates as of 12/17/21: Middle school: 5.4% (36 students) Upper school: 3.4% (16 students) All grades: 4.6% (52 students)			<5% (overall and in both divisions)
Expulsion rate	0.2% (2019-20)	0% (2020-21)			0%

Actions

Action #	Title	Description	Total Funds	Contributing
6.1	Social Emotional Learning	1. Implement and train staff on restorative justice practices. 2. Implement and align social-emotional learning (SEL), advisory, and Tier 1 classroom-based strategies and faculty/staff trainings. 3. Provide for professional development for Deans, staff, and other administrators to continue to refine their knowledge of discipline management techniques and social-emotional development.	\$148,216.00	Yes

Action #	Title	Description	Total Funds	Contributing
6.2	Advisory Curriculum	Purchase and implement a curriculum to use in advisory classes, in alignment with the new college access scope and sequence.	\$30,250.00	Yes
6.3	Safety and Connectedness Data	<p>1. Conduct semi-annual surveys of students and parents to gauge their sense of safety, mission alignment, and connectedness within the community. Share results with parents and staff.</p> <p>2. Share discipline data (Deans) and social emotional well-being data (Social Workers) each semester with MWA staff. Utilize socioemotional data during professional development with staff members to implement change and serve as foundation for instructional practices and the learning environment.</p>	\$103,722.00	Yes
6.4	Support Team (Social Workers)	<p>1. Maintain additional Social Worker, to help students and families connect with site-based and off-site service providers to seek targeted support.</p> <p>2. Provide for ongoing training of MWA Social Workers to be able to help address more severe student issues.</p> <p>3. Develop School Social Work intern program (pilot) to support the Social Worker department in building capacity to serve student needs.</p> <p>4. Explore community partnerships to potentially provide additional Tier 1 and Tier 2 services (e.g., prevention education or psycho-education).</p>	\$206,310.00	Yes
6.5	Student Support Referrals and Services	Provide multi-tiered holistic supports through referrals from families, students, or teachers/staff-members trained in Notice-Talk-Act (NTA). Provide on-going communication about the referral process. Through the triage process, students may be connected with services based on level of need, including social worker support, Fruge Psychological Associates, or outside providers. Share information to families about mental health resources.	\$386,000.00	Yes

Action #	Title	Description	Total Funds	Contributing
6.6	Campus Supervisors	Revitalize the campus supervisor position by implementing an updated job description which includes stronger collaboration with the Dean's Office, introducing a lead campus supervisor role, and expanding the number of supervisors.	\$510,606.00	No
6.7	Behavior Data System	1. Adopt new software (Kickboard) for tracking behavior incidents and PBIS supports. Communicate with parents about behavior and supports. 2. Implement staff training for and begin to implement Positive Behavior Intervention and Supports (PBIS) program, aligned with MWA's 5 values. PBIS programs include positive incentives, celebrations and proactive supports, as well as tiered intervention systems and behavioral supports.	\$11,335.00	No

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.

The safety and social emotional wellness of our community were top school priorities this year, with the return to on-campus instruction. Most elements of the actions related to this goal were implemented this year, but a few were not fully implemented due to challenges related to staffing and other shifts in prioritization of efforts:

Action 6.1: One element of action 6.1 was to implement restorative justice practices with fidelity. Although restorative justice is still a core part of our approach to discipline, some elements of it have been implemented less robustly due to vacancies in the Dean of Students office.

Action 6.3: we did not conduct a semi-annual school climate survey and create a separate committee to analyze this. Instead, we have collected data from pulse check surveys, convened a task force to make recommendations related to school climate and other issues, and administered the California Healthy Kids Survey in March. We have also integrated work related to SEL and climate data into multiple departments as relevant (e.g., Holistic Services, Ops, SSC, College & Career counseling, etc.).

Successes with implementation of actions for this goal include the onboarding of an additional social worker to provide supports for students, consistent messaging of school expectations in the handbook and similar communications, opportunities to connect and build a strong school and class climate through advisory period.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences between our budgeted and estimated actual expenditures or improved services.

An explanation of how effective the specific actions were in making progress toward the goal.

2021-22 was a school year marked by a number of challenges related to school climate. Students returned to campus after more than a year spent away in distance learning, a year in which many students and staff experienced trauma and obstacles to their social-emotional health. While some students thrived with the return to on-campus learning, other students found this to be a challenging transition, evidenced by an increase in mal-adaptive student behaviors, a trend that has been noted by practitioners at many schools and districts across the country.

MWA prioritized holistic support services and SEL as a major area of focus this year. A number of actions were particularly effective at promoting a healthy school climate. Hiring an additional social worker has enabled a significant increase in students served, which was important in this year of recovery from distance learning and continued COVID context. Collaboration within the different branches of the holistic services department to serve student needs (bridging discipline and social emotional needs) has been very helpful this year. Consistent, vertically aligned SEL messaging through advisory academy-wide has been an expanded and important element this year. We have also maintained consistent messaging of policies and procedures through handbooks and other communications and maintain consistent data collection and data sharing practices. Working closely with FPA clinicians has also been effective for providing holistic services.

Staffing challenges, such as vacancies in the Dean's office and other holistic services roles, diminished the scope or effectiveness of some actions in this area. Some elements of Action 6.1, such as those related to restorative justice and some professional development opportunities were not implemented as robustly as we initially had hoped, due to the staffing challenges. We plan to enhance these actions next year, with an expanded Dean of Students team, deepening our implementation of restorative justice practices and expanding opportunities for our holistic services staff to attend professional development.

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.

We refined the language of Goal 6 this year, moving from just listing the state priority, to more clearly stating what we want to achieve, related to this priority: "School Climate: Create a safe and inclusive environment of achievement and student success, informed through the lens of diversity, equity, and inclusion, to holistically support students and adults, and maintain a healthy school climate."

We also made some changes to the way we presented the metrics in Goal 6, to separate out distinct metrics (related to social worker survey, student management data and referrals, and professional development data), which had previously been grouped together in one metric. We separated these to add clarity and transparency.

Social emotional wellness (and school climate) has been a key priority at Making Waves this school year and will continue to be so in 2022-23. As such there are a number of changes in Goal 6 this year, to reflect the work we are doing to prioritize this area.

We added a number of new actions this year, to better reflect some of our current practices related to SEL and Holistic Services, as well as to introduce some new actions for the 2022-23 school year:

Action 6.2 highlights the adoption of an advisory curriculum, something that has been long called for by educational partners (particularly teachers and staff) to provide increased supports with this crucial period of the day.

Action 6.4 introduces the development of a social worker intern program as part of the social worker support plan, to broaden even further the supports that this department can provide to our students (supports which have been in high demand this year).

Action 6.6 reflects the expansion and revitalization of the campus supervisor role, to provide for additional supervisors, a lead supervisor, and an adjusted job description that will allow for greater collaboration with the Dean's office.

Action 6.7 describes the new behavior data system, to replace our current system EdClick, which we hope will allow for simpler and more transparent data collection and data analysis, as well as allow us to integrate the collection of behavior data with the implementation of PBIS (Positive Behavioral Interventions and Supports) plans.

Action 6.8 highlights some elements of our Restorative Justice program, which we plan to continue and expand next year.

The plan for PBIS will revolve around reinforcing MWA's 5 core values and behavior expectations. Those students who are aligned with the values and following classroom expectations will be celebrated in a variety of ways based on availability and student interest. Students will earn casual dress days, and other events of celebration. Teachers and other MWA staff will partner with the Dean of Students (DOS) to hold students accountable and document behaviors in designated software program (Kickboard) accessible to DOS for follow up when warranted.

A report of the Total Estimated Actual Expenditures for last year's actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year's actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
7	Course Access: In order to prepare all students for college and career, maintain and expand access to a broad course of study.

An explanation of why the LEA has developed this goal.

Goal 7 aligns with State Priority 7 (Course Access). Where Goal 4 focuses on college and career readiness and the rate at which students progress towards high school completion, Goal 7 allows us to monitor the variety of courses that are offered on campus. This goal builds on a strength at Making Waves, our strong and consistent rates of students completing the A-G course requirements for UC/CSU admission. It also encompasses some areas identified by educational partners as areas for growth, namely expanding some course offerings and options.

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.	<p>Middle school: 100% of middle school students are taking courses that fulfill local requirements for 8th grade promotion. (2021-22)</p> <p>Upper school: 97.4% of upper school students are taking courses that fulfill local requirements for high school graduation (including coursework that is consistent with a-g</p>			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 UC/CSU eligibility) through offering a viable but varied set of differentiated courses.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		requirements for UC/CSU eligibility, exceeding the minimum state requirements). (2021-22)			
CTE course enrollment	Original: 10% or more will be enrolled in CTE designated courses. Corrected: 31% CTE participation (AY 2019-20 in 2021 SARC)	27% CTE participation (AY 2020-21 in 2022 SARC)			Original: 10% or more will be enrolled in CTE designated courses. Revised: 30%

Actions

Action #	Title	Description	Total Funds	Contributing
7.1	Course access	<p>1. Develop a daily bell schedule that is “guaranteed and viable.”</p> <p>2. Continue to refine and develop offerings in the middle school and upper school divisions.</p> <p>3. Develop course offerings and a master schedule that reflect access, and targeted specialized support for EL, IEP, Intervention, and GATE-identified students.</p> <p>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.</p>	\$86,874.00	No

Action #	Title	Description	Total Funds	Contributing
7.2	Alignment of course offerings	Continue to support plans that make sure that the master schedule allows for each content area to have a common preparation period to allow for teacher preparation, collaboration, and vertical alignment.	\$19,050.00	No
7.3	Expand course offerings	<p>1. Continually adapt our course offering to optimize for: (a) a “guaranteed and viable” schedule that allows for a-g completion in a timely manner; (b) input from educational partners; and (c) the labor market and our school’s ability to find and nurture talent.</p> <p>2. Create a plan for potentially expanding courses in: (a) languages other than English, with special attention to offering Spanish in the middle school and offering more diverse languages in the upper school; (b) visual and performing arts (VAPA); (c) Career Technical Education (CTE).</p> <p>3. Create a plan for expanding courses through a dual enrollment partnership with a post-secondary institution.</p>	\$6,398.00	No
7.4	Career and Technical Education (CTE)	<p>1. Continue providing options for students to take CTE or career-themed courses.</p> <p>2. Continue providing instructional materials and supplies for CTE or career-themed courses.</p> <p>3. Continue providing interdisciplinary collaboration time for CTE or career-themed teachers with teachers of other subject areas.</p>	\$174,000.00	No

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.

There are no substantive differences in planned actions and actual implementation of these actions. Successes with implementation of actions include continuing to offer a schedule and graduation requirements with strong alignment to A-G requirements. Challenges with implementation have centered around teacher vacancies and the challenges with staffing this year in the context of an emerging and growing teacher shortage in the state and region.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences between our budgeted and estimated actual expenditures or improved services.

An explanation of how effective the specific actions were in making progress toward the goal.

The high rate of middle school students who are enrolled in courses that fulfill local requirements for 8th grade promotion, combined with the high rate of upper school students who are enrolled in courses that fulfill local graduation requirements (including coursework that is consistent with a-g requirements for UC/CSU eligibility, exceeding the minimum state requirements), suggest that our actions for course access are proving to be effective.

This year, our student enrollment in Career Technical Education (CTE) courses exceeded our expectations by nearly 30%, suggesting that our actions for CTE participation are proving to be effective. In fact, the results we are seeing have caused us to increase our participation goal from 10% (our original goal) to 30% (our revised goal).

Lastly, according to our actions for expanding the course offering, we have developed plans for expanding courses in 1) languages other than English; 2) visual and performing arts; 3) Career Technical Education; and 4) dual enrollment through a partnership with a post-secondary institution. That said, while we have developed plans for increasing the variety of courses offered, the introduction of new courses for student enrollment is dependent on at least three conditions that we must optimize for: 1) a “guaranteed and viable” schedule that allows for a-g completion in a timely manner; 2) input from educational partners; and 3) the labor market and our school’s ability to find and nurture talent.

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.

We refined the language of Goal 7 this year, moving from just listing the state priority, to more clearly stating what we want to achieve, related to this priority. Goal 7 now reads, “Course Access: In order to prepare all students for college and career, maintain and expand access to a broad course of study.”

We moved the CTE course enrollment metric from Goal 8 to this Goal 7, to disaggregate it from other metrics around CAASPP scores and GPA, for clarity. We also revised the desired outcome for CTE course enrollment to make it more ambitious (as we have been consistently exceeding the original 10% goal). Additionally, the language of actions associated with CTE have been revised to reflect that the CTE program is no longer in its planning or pilot phase, but is now in a phase where continued monitoring and evaluation are needed.

The language for actions related to “expanding the course offering” have been refined to affirm our community’s desire to offer a wide range of options, while also acknowledging the conditions of the current labor market and our responsibility to offer a “guaranteed and viable” schedule that allows for "a-g completion" in a timely manner. That said, while our course offering for the 2022-23 school year has not been finalized as of the time of this writing, plans for new courses in languages other than English, visual and performing arts, Career Technical Education, and dual enrollment have been developed, though the implementation of these plans are not yet certain.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Goals and Actions

Goal

Goal #	Description
8	Academic Growth: Support all learners to enable growth in academic student outcomes.

An explanation of why the LEA has developed this goal.

Goal 8 aligns with State Priority 8 (Other Pupil Outcomes) as well as some metrics in State Priority 4 (Student Achievement). It also aligns with our WASC Goal 1 (Support for All Learners). This goal helps us to focus on enabling growth in our students' academic outcomes, as measured by their success on state assessments (e.g., CAASPP) and grades (GPAs) in their courses. In creating actions to help us achieve the desired outcomes for these metrics, we looked to address identified academic needs. For example, during distance learning and through the pandemic we have seen a decrease in the number of students demonstrating proficiency on state assessments. Our actions in this goal reflect our plans to continue to address this area of need, including refining and expanding our offerings in Tier 1 instruction, in Tiers 2 and 3 interventions, and in supporting students with disabilities. We bring these to this goal so that we can support all of our learners in growing as scholars who demonstrate academic excellence and our value of scholarship.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
CAASPP scores for English and GPA for English	Original: 50% for the middle school and 70% for the upper school pass SBAC and have GPAs above 2.7 Corrected: Overall: 50% proficient Middle school: 46% Upper school: 78% (2018-19 ELA SBAC)	Overall: 39% proficient Middle school: 36% Upper school: 58% (2020-21 ELA SBAC) ELA GPA: 2.63 (2021-22 Semester 1)			ENGLISH: 70% for the middle school and 80% for the upper school pass the SBAC and have GPAs above 2.7.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	ELA GPA: 2.05 (2020-21 Semester 2)				
CAASPP scores for Math and GPA for Math	<p>Original: 25% for the middle school and 40% for the upper school pass SBAC and have GPAs above 2.7</p> <p>Corrected: Overall: 26% proficient Middle school: 24% Upper school: 40% (2018-19 Math SBAC)</p> <p>Math GPA: 2.35 (2020-21 Semester 2)</p>	<p>Overall: 16% proficient Middle school: 16% Upper school: 15% (2021-22 Math SBAC)</p> <p>Math GPA: 2.79 (2021-22 Semester 1)</p>			<p>Original: MATH: 50% for middle school and 70% for upper school pass the SBAC and have GPAs above 2.5</p> <p>Revised: MATH: 30% for the middle school and 50% for the upper school pass the SBAC and have GPAs above 2.7.</p>
CAASPP scores for Science and GPA for Science	<p>Original: 50% for the middle school and 70% for the upper school pass SBAC and have GPAs above 2.7</p> <p>Corrected: Overall: 22% proficient Middle school: 20% Upper school: 29% (2018-19 CAST)</p>	<p>Overall: 20% proficient Middle school: 19% Upper school: 24% (2020-21 CAST)</p> <p>Science GPA: 2.85 (2021-22 Semester 1)</p>			<p>Original: SCIENCE: 50% for the middle school and 70% for the upper school pass the SBAC and have GPAs above 2.5.</p> <p>Revised: SCIENCE: 30% for the middle school and 50% for the upper school pass the CAST</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Science GPA: 2.12 (2020-21 Semester 2)				and have GPAs above 2.7.
Original: CAASPP scores for Social Science and GPA for Social Science Corrected: GPA for Social Science	Original: 50% for the middle school and 70% for the upper school pass SBAC and have GPAs above 2.7 Corrected: Social Studies/History GPA: 2.24 (2020-21 Semester 2)	Social Studies GPA: 2.92 (2021-22 Semester 1)			Original: SOCIAL SCIENCE: 50% for the middle school and 70% for the upper school pass the SBAC and have GPAs above 2.5. Revised: Average Social Studies/History GPAs above 2.7
Health and Wellness grades and Physical Fitness Test (PFT) scores	Original: 70% or more will pass the annual Physical Fitness Test and have GPAs above 2.5 Corrected: 2018-19 PFT: % of students who met 4 out of 6 Fitness Standards: 5th: 27.4% 7th: 28.6% 9th: 18.6%	PFT suspended in 2019 and 2020. PFT resumed in 2021, but without formal “pass” criteria this year. Health & Wellness GPA: 3.36 (2021-22 Semester 1)			PHYSICAL FITNESS: 90% or more will pass the annual Physical Fitness Test and have GPAs above 2.5.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Health and Wellness GPA: 2.81 (2020-21 Semester 2)				
Foreign Language GPA	Original: 80% of upper school students will take and pass foreign language classes needed for a-g and have GPAs above 2.5 Corrected: Foreign Language GPA: 3.0 (2020-21 Semester 2; upper school only)	Foreign Language GPA: 3.16 (2021-22 Semester 1)			80% of upper school students will take and pass foreign language classes needed for a-g and have GPAs above 3.0.

Actions

Action #	Title	Description	Total Funds	Contributing
8.1	Tier 1 instruction	Provide high-quality, standards-aligned, differentiated instruction. All teachers will continue to use a research-based MWA unit 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.	\$5,037,432.00	No
8.2	Academic interventions	Academic intervention will be provided to all students in a timely and systematic manner based on MWA’s criteria for tiered intervention services. Tiered services will be embedded into core day instruction as well as during dedicated times within the school day to focus on	\$1,898,235.00	Yes

Action #	Title	Description	Total Funds	Contributing
		differentiated intervention and/or instruction. The full instructional team will attend training in the core components of our teaching and learning cycle as well as our approach to strengths-based academic intervention. Research and prepare for a pilot of intervention curricula (prioritizing ELD and math interventions).		
8.3	Educational software	Continue providing all critical learners with additional English language arts support through access to the individual learning platform, LEXIA. All wave-makers will continue to have access to IXL, an individual learning platform designed to provide individual learning paths for supplemental math support.	\$23,500.00	Yes
8.4	Assessment tools	Create an assessment calendar and testing framework to support 95% (or higher) completion of each diagnostic assessment (STAR and MAP), interim assessments in math and ELA (IAB), and state CAASPP assessments. Share assessment results with families.	\$85,500.00	Yes
8.5	Progress monitoring and data analysis	Teachers will utilize their student assessment data, within our teaching and learning cycle, to modify their approach to instruction and provide targeted intervention for students identified to receive additional support toward grade level proficiency. Disaggregate data to monitor progress of student subgroups (e.g., English Learners, students with disabilities, race/ethnicity groups, income groups, etc.) as an equity check to monitor our support for all students.	\$81,012.00	Yes
8.6	Extended (summer) learning	MWA school leadership collaborate to create Summer Academy programming that provides students with early exposure and targeted academic intervention, in preparation for the upcoming academic year. Over the summer, upper school students have the opportunity to recover credits in alignment with their individualized graduation plans	\$88,400.00	Yes

Action #	Title	Description	Total Funds	Contributing
8.7	Special Education	The Special Education Department provides push-in and pull-out support for students with disabilities (IEPs), using an inclusion model. The special education department is also preparing to pilot a reading intervention program designed to support older students with learning the fundamentals of reading.	\$745,131.00	No

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.

There are no substantive differences in planned actions and actual implementation of actions for Goal 8. Successes with implementation of actions for this goal include partnership between content leads and the AIS team around strategies and outcomes for student growth and the work of our intervention services team to assign and monitor students in tiers of instruction in our Marlin Hour and DTI blocks. Challenges with implementation have included challenges related to some staffing vacancies, such as absence of a DAI for math and science for the second half of the year, resulting in responsibilities for that role shifting onto other members of the AIS team.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures and/or Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services.

There are no material differences between our budgeted and estimated actual expenditures or improved services.

An explanation of how effective the specific actions were in making progress toward the goal.

Making Waves Academy was not immune to the teacher shortage that impacted school-sites across the nation, the tangible anxiety of returning to campus amidst a pandemic, and a deep sense of urgency to mitigate the impacts of unfinished teaching and learning associated with a year of remote instruction. Despite these challenges, we launched the school year with mission-aligned adults in each classroom and remained firmly committed to maintaining continuity of instruction during this prolonged period of instability with staffing challenges and COVID quarantines.

In the measurable outcomes for this goal, we see a notable, but not surprising, decline in student achievement metrics, as measured by the CAASPP (SBAC) assessment, compared to pre-pandemic levels. We have seen these trends reflected in our internal assessments as well. The impact of the stressors related to the pandemic and to unfinished learning connected to more than a year in distance learning can be seen in these results. It has thus been essential that we approach learning recovery strategically.

Utilizing our Learning Recovery Framework helped our community ground our approach for instructional planning and targeted intervention in RtI² best practices and our Teaching and Learning Cycle. Although the entire Academic Support Service team began the school year in the classroom, the clarity in our purpose and approach created the structure to monitor and respond to student data and prioritized student access to the specific instruction required to effectively engage in the current and upcoming core day learning tasks in math and English Language Arts.

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.

We refined the language of Goal 8 this year, moving from just listing the state priority, to more clearly stating what we want to achieve, related to this priority: “Academic Growth: Support all learners to enable growth in academic student outcomes.”

We corrected the baselines for our CAASPP and GPA data, to make sure they were accurate, as the numbers reported in last year’s LCAP had some errors (see the metrics section for the original and corrected data points). We also reviewed and revised our desired outcomes for math and science so that they represented making growth but were also reasonably grounded in our baseline starting points. We moved the CTE metrics and actions [previous action 8.2] into Goal 7, to better align with our organizational division of labor and WASC goals.

We expanded the actions for Goal 8 somewhat significantly, as we attempt to help students recover from unfinished learning that occurred during distance learning during our first year back in person. In 2021-22 school year, our first year back to in-person instruction, we faced a number of challenges related to COVID-related absences and quarantines, challenges with staffing, and the difficult transition for some back to in-person learning. Some of these new actions reflect some current/ongoing practices, which weren’t previously highlighted as explicitly in our LCAP before.

Action 8.1 highlights our planning and data analysis process for Tier 1 instruction.

Action 8.2 describes the plan for tiered intervention.

Action 8.3 describes research-based educational software we use in ELA (Lexia) and math (IXL).

Action 8.4 describes the key assessment tools we will use for diagnostic and interim assessments and Action 8.5 the plan for utilizing data to inform instruction and identify students for intervention.

Action 8.6 highlights the extended learning opportunities for students.

Action 8.7 highlights the plan to pilot a new reading intervention program focused on foundational reading skills, which we will utilize with our Special Education Students.

These actions combined together highlight the interplay between Tier 1 instructional practices and the robust tiers of intervention and academic support we provide to critical learners, including English Learners and Students with Disabilities.

A report of the Total Estimated Actual Expenditures for last year’s actions may be found in the Annual Update Table. A report of the Estimated Actual Percentages of Improved Services for last year’s actions may be found in the Contributing Actions Annual Update Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2022-23]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$2,747,531	\$243,690

Required Percentage to Increase or Improve Services for the LCAP Year

Projected Percentage to Increase or Improve Services for the Coming School Year	LCFF Carryover — Percentage	LCFF Carryover — Dollar	Total Percentage to Increase or Improve Services for the Coming School Year
26.94%	0	\$0.00	26.94%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions 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 conducted a needs assessment analysis, to identify needs for our English Learner, low-income, and foster youth students. Based on this needs assessment, we have identified a number of LEA-wide actions that are aimed at addressing these needs (discussed in this prompt), as well as some limited/targeted actions (discussed in prompt 2).

Goal 2, Actions 5 and 6 and Goal 8, Actions 2, 3, 4, 5, and 6:

After assessing the needs, data, and context of our unduplicated students, and in consultation with our educational partners, we learned that there are performance gaps in a variety of state and local indicators, including academic achievement on state assessments, particularly for our English Learners, as well as our low-income students. For example, in examining our 2020-21 CAASPP (SBAC) scores, we see that while 41% of our English proficient students (including reclassified students) “met” or “exceeded standard” on the ELA SBAC, this was true for 12% of our English learners. On the Math SBAC, 21% of our English proficient students met or exceeded standard, while 2% of our English learners did. Looking at the same data and comparing students by income-group, we see that 44% of our non-low-income students met or exceeded standard, 37% of our low-income students did. For the math SBAC, overall proficiency between the 2 income groups was

comparable (17% of non-low-income students vs. 15% of low income students); however, low-income students were more likely to be in the lowest “did not meet” category for math SBAC (58%) compared to 48% for non-low-income students. In our needs assessment, we also found similar patterns looking at other assessments, such as the STAR reading and NWEA MAP math assessments we use as diagnostic/benchmark assessments.

In order to address these conditions of our unduplicated EL and low-income students, we have planned a number of actions that we believe will be effective at addressing these performance gaps and supportive of the academic needs of these student groups. Actions 2.5 (CCSS and NGSS Professional Development) and 2.6 (Math PD and Coaching) are aimed at building on and deepening teachers’ and instructional leaders’ knowledge and skills related to implementing state standards, including appropriate scaffolds and differentiated supports to ensure that all student groups have access to grade-level materials and content. Action 2.6 specifically calls out the area of math professional development and coaching, as growing in math achievement is seen as a need across the school, with performance gaps persisting with our unduplicated students. Actions 8.2-8.6 outline many of our efforts at tiered intervention supports, in line with our RTI-2 (Response to Instruction and Intervention) model. This includes providing tiered intervention support both in core-day instruction and our intervention blocks (Marlin Hour or DTI), including our new Math Intervention Specialist and Literacy Intervention Specialist roles (Action 8.2: Academic Interventions). It also includes instructional software utilized within our intervention programs (Action 8.3: Educational software), assessment platforms such as NWEA MAP and STAR which allow us to assess students’ growth and help identify students for tiered supports (Action 8.4: Assessment tools), and systematic work to monitor student progress through data analysis (Action 8.5, Progress Monitoring and Data Analysis). Finally our extended learning program (Action 8.6) (including afterschool programming, acceleration academies, and summer academy programming) are all aimed at providing additional academic intervention and enrichments, which addresses identified needs of these unduplicated students.

We expect that these actions will have a significant impact on the academic achievement (e.g., CAASPP reading and math scores, and other academic achievement measures) of our unduplicated English Learner and low-income students, because these actions are focused on addressing their identified academic needs. As it is likely that other students with academic performance gaps will also benefit from these actions, they will be provided on an LEA-wide (school-wide) basis. We will measure our success in these areas through monitoring students’ progress on the CAASPP state assessments, as well as through other assessments we use including NWEA MAP (for math), STAR (for reading) and IABs (interim assessments aligned with the CAASPP/SBAC).

Goal 4, Actions 1, 2, and 4:

After assessing the needs and circumstances of our unduplicated students, we learned that there are performance gaps related to College and Career Readiness (based on data points that feed into the state College and Career Indicator [CCI]) for our English Learner and Low Income students. The CCI has not been published by the state since 2019 due to COVID-related suspension of state testing requirements. However, we were able to make internal estimates of how our current seniors would be rated (based on CAASPP scores, A-G completion, and AP test results). We found that our non-low income students have a higher rate of predicted CCI readiness (44%) compared to our

economically disadvantaged (low income) students (36%), and our English proficient students (including students who have been reclassified) have significantly higher rate of CCI readiness (41%) compared to our English Learner students (0%).

In order to address these needs of our unduplicated students, we are implementing a number of actions that we believe will be effective at addressing these performance gaps and supportive of the academic needs related to college and career readiness of these student groups. Action 4.1 (Graduation Pathways) involves creating personalized supports for students to monitor and support their progress toward high school graduation and making post-secondary plans, which will allow our college and career team to differentiate supports needed for different student groups, including ensuring priority enrollment for critical learner groups in needed classes. Action 4.2 (College/Career) includes additional training for teachers, staff, and leaders on the College and Career Indicator, to ensure that the whole team is aware of this key metric and goal, enabling collaboration on helping students achieve it. Action 4.4 (Post-secondary planning) involves collaboration between students, advisors, and the College and Career team to support our goal that all students leave Making Waves with a post-secondary plan.

These actions are being provided on an LEA-wide basis and we expect/hope that all students who are working toward college and career readiness will benefit. However, because of the significant performance gap related to the CCI for our unduplicated students, we expect that it will be particularly helpful for our unduplicated students. We will measure our success with this through tracking our progress with the CCI and the other college and career metrics in Action 4.

Goal 6, Actions 1-5:

After assessing the needs and circumstances of our unduplicated students, and in consultation with our educational partners, we learned that many of our economically disadvantaged (low-income) students and families have experienced difficulties with obtaining holistic support services (such as counseling) outside of the school setting. This, coupled with the chronic stresses and experiences of a socioeconomically disadvantaged status and/or experiences of being a foster youth, mean that holistic support services and socio-emotional supports, such as provided by our social workers and holistic services referrals and through our SEL programming, are especially important for our unduplicated (low-income and foster youth) students.

In order to address these conditions of our unduplicated students, we have planned a number of actions that we believe are particularly supportive of these student groups. Action 6.4 (Support Team- Social Workers) includes the continued expansion of the social worker team (maintaining the additional social worker brought onboard this year as well as developing a pilot program to bring on-board Social Work Interns). This action will allow us to maintain and expand the short-term and on-going support that our social workers offer students. In addition, Action 6.5 encompasses our broader multi-tiered holistic support referrals process, which connects students with identified needs with SEL support, social workers, psychological associates, or outside providers (depending on students' needs). Action 6.1 encompasses our SEL education, 6.2 our Advisory curriculum, and 6.3 our work to analyze and respond to safety and connectedness data. Each of these

actions will help support the socioemotional needs faced by socioeconomically disadvantaged students, including our low-income and foster-youth students.

These actions are being provided on an LEA-wide basis and we hope that all students with holistic services needs will benefit. However, because of the significant holistic support needs of our unduplicated (low-income and foster youth) students, and because these actions meet needs related to the chronic stresses and experiences of a socioeconomically disadvantaged status, we expect that these actions will particularly benefit our unduplicated students. We will measure our success in these areas using the metrics related to holistic services referrals, social worker student surveys, and school climate, in Goal 6.

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

Making Waves Academy is required to increase or improve services for English Learners, foster youth, and low-income students by 26.94%, which is equal to \$2,747,531, as shown above. In addition to the LEA-wide actions described in Prompt 1, we will provide the following actions on a "limited" basis to our English Learner students to meet our required percentage to increase or improve services: Goal 2, Actions 2.1, 2.2, 2.3, and 2.4:

After assessing the needs and circumstances of our unduplicated students, we learned that there are performance gaps in a variety of state and local indicators, including academic achievement on state assessments, particularly for our English learners. (See data discussion in Prompt 1). In addition, English Learners have specific needs related to progress in English language proficiency (as measured by the ELPAC) and making progress toward reclassification.

In order to address these needs of our English Learner students, we have targeted some specific actions in Goal 2 towards supporting our English Learner students' academic growth and progress toward reaching English language proficiency. Action 2.1 (ELD data analysis) involves monitoring the academic data (test scores, grades, etc.) of each English Learner student in order to develop individual learning plans. Action 2.2 (ELD Professional Development) includes training on both integrated and designated ELD for faculty and leaders, and observation and feedback of teaching related to ELD standards and supports. Action 2.3 (English Learner program) includes the work to ensure that all English Learners receive designated ELD instruction, as well as integrated ELD scaffold and support in their core content classes. Action 2.4 (English Learner Reclassification) includes communicating with families about the requirements of reclassification and their students' progress toward it, as well as monitoring students after reclassification to ensure they are still making progress. Finally Action 3.6 affirms our continuing commitment to provide translation and interpretation services for our families who speak languages other than English.

Our LEA’s total required percentage to increase or improve services is 26.94%. LCFF expenditures from contributing actions 2.1-2.6, 3.6, 4.1, 4.2, 4.4, 6.1-6.5, and 8.2-8.6 total to \$3,184,902, as seen in the 2022-23 Contributing Expenditures Tables (below). This means that the planned quantitative increase in services is 31.25% (calculated through dividing the planned contributing LCFF expenditures by the projected LCFF base grant). This demonstrates that we are meeting/exceeding the required percentage.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

Making Waves Academy, a single-school LEA, has a high concentration of unduplicated pupils (English learners, low-income students, and foster youth): 86% as of Census Day, October 6, 2021. As such we receive the concentration grant and the newer concentration grant “add on.” We will utilize the additional concentration grant add-on funding (\$243,690) to increase the number of staff providing direct services to students, through the hiring of an additional Dean of Students and maintaining an additional Social Worker. The Deans of Students support with actions 6.1, 6.2, 6.3, and 6.7, while the Social Workers support with actions 6.4 and 6.5.

Staff-to-student ratios by type of school and concentration of unduplicated students	Schools with a student concentration of 55 percent or less	Schools with a student concentration of greater than 55 percent
Staff-to-student ratio of classified staff providing direct services to students	n/a	16.5:1 (based on 10/6/21 census day counts)
Staff-to-student ratio of certificated staff providing direct services to students	n/a	16:1 (based on 10/6/21 census day counts)

2022-23 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$10,402,599.00	\$2,591,090.00		\$499,123.00	\$13,492,812.00	\$11,401,332.00	\$2,091,480.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Credential process	All	\$159,628.00				\$159,628.00
1	1.2	Facilities conditions and review plan	All	\$149,101.00	\$1,800,000.00			\$1,949,101.00
1	1.3	Review and adopt curriculum	All	\$158,100.00				\$158,100.00
1	1.4	Teacher residents and teacher induction	All	\$451,080.00				\$451,080.00
1	1.5	Enrichment Curricular Programs	All	\$20,000.00				\$20,000.00
2	2.1	ELD data analysis and implementation of success metrics	English Learners	\$18,647.00				\$18,647.00
2	2.2	ELD Professional Development	English Learners	\$13,985.00				\$13,985.00
2	2.3	English Learner Program	English Learners	\$19,363.00			\$41,046.00	\$60,409.00
2	2.4	English Learner Reclassification	English Learners				\$18,453.00	\$18,453.00
2	2.5	Instructional Coaching and Professional Development	English Learners Foster Youth Low Income	\$118,935.00			\$93,165.00	\$212,100.00
2	2.6	Math PD and Coaching	English Learners Foster Youth Low Income	\$29,495.00			\$28,769.00	\$58,264.00
3	3.1	Participation opportunities	All	\$12,589.00				\$12,589.00
3	3.2	Family engagement	All	\$12,588.00				\$12,588.00
3	3.3	Family engagement marketing	All	\$9,400.00				\$9,400.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.4	Parent leadership	All	\$12,700.00				\$12,700.00
3	3.5	School-Home communication tool	All	\$35,100.00				\$35,100.00
3	3.6	Translation	English Learners	\$30,000.00				\$30,000.00
4	4.1	Graduation Pathways	English Learners Foster Youth Low Income	\$101,887.00				\$101,887.00
4	4.2	College/Career	English Learners Foster Youth Low Income	\$19,147.00				\$19,147.00
4	4.3	AP Exam	All	\$17,797.00				\$17,797.00
4	4.4	Post-secondary planning	English Learners Foster Youth Low Income	\$97,000.00				\$97,000.00
5	5.1	Attendance messaging and consistent practice	All	\$80,484.00				\$80,484.00
5	5.2	Attendance: SARB/SART process	All	\$85,474.00				\$85,474.00
5	5.3	Student Enrollment, Retention, and Transfers	All	\$127,433.00				\$127,433.00
5	5.4	Student Activities Coordinator	All	\$89,475.00				\$89,475.00
6	6.1	Social Emotional Learning	Foster Youth Low Income	\$148,216.00				\$148,216.00
6	6.2	Advisory Curriculum	Foster Youth Low Income	\$30,250.00				\$30,250.00
6	6.3	Safety and Connectedness Data	Foster Youth Low Income	\$103,722.00				\$103,722.00
6	6.4	Support Team (Social Workers)	Foster Youth Low Income	\$206,310.00				\$206,310.00
6	6.5	Student Support Referrals and Services	Foster Youth Low Income	\$363,444.00			\$22,556.00	\$386,000.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
6	6.6	Campus Supervisors	All	\$510,606.00				\$510,606.00
6	6.7	Behavior Data System	All	\$11,335.00				\$11,335.00
7	7.1	Course access	All	\$73,743.00	\$13,131.00			\$86,874.00
7	7.2	Alignment of course offerings	All	\$19,050.00				\$19,050.00
7	7.3	Expand course offerings	All	\$6,398.00				\$6,398.00
7	7.4	Career and Technical Education (CTE)	All	\$174,000.00				\$174,000.00
8	8.1	Tier 1 instruction	All	\$5,001,616.00	\$6,566.00		\$29,250.00	\$5,037,432.00
8	8.2	Academic interventions	English Learners Foster Youth Low Income	\$1,685,001.00			\$213,234.00	\$1,898,235.00
8	8.3	Educational software	English Learners Foster Youth Low Income	\$23,500.00				\$23,500.00
8	8.4	Assessment tools	English Learners Foster Youth Low Income	\$85,500.00				\$85,500.00
8	8.5	Progress monitoring and data analysis	English Learners Foster Youth Low Income	\$25,500.00	\$26,262.00		\$29,250.00	\$81,012.00
8	8.6	Extended (summer) learning	English Learners Foster Youth Low Income	\$65,000.00			\$23,400.00	\$88,400.00
8	8.7	Special Education	Students with Disabilities		\$745,131.00			\$745,131.00

2022-23 Contributing Expenditures Tables

1. Projected LCFF Base Grant	2. Projected LCFF Supplemental and/or Concentration Grants	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)	4. Total Planned Contributing Expenditures (LCFF Funds)	5. Total Planned Percentage of Improved Services (%)	Planned Percentage to Increase or Improve Services for the Coming School Year (4 divided by 1, plus 5)	Totals by Type	Total LCFF Funds
\$10,197,001	\$2,747,531	26.94%	0	26.94%	\$3,184,902.00	0.00%	31.23%	Total:	\$3,184,902.00
								LEA-wide Total:	\$3,102,907.00
								Limited Total:	\$81,995.00
								Schoolwide Total:	\$0.00

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
2	2.1	ELD data analysis and implementation of success metrics	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$18,647.00	
2	2.2	ELD Professional Development	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$13,985.00	
2	2.3	English Learner Program	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$19,363.00	
2	2.4	English Learner Reclassification	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools		
2	2.5	Instructional Coaching and Professional Development	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$118,935.00	
2	2.6	Math PD and Coaching	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$29,495.00	

Goal	Action #	Action Title	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Planned Expenditures for Contributing Actions (LCFF Funds)	Planned Percentage of Improved Services (%)
3	3.6	Translation	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$30,000.00	
4	4.1	Graduation Pathways	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$101,887.00	
4	4.2	College/Career	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$19,147.00	
4	4.4	Post-secondary planning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$97,000.00	
6	6.1	Social Emotional Learning	Yes	LEA-wide	Foster Youth Low Income	All Schools	\$148,216.00	
6	6.2	Advisory Curriculum	Yes	LEA-wide	Foster Youth Low Income	All Schools	\$30,250.00	
6	6.3	Safety and Connectedness Data	Yes	LEA-wide	Foster Youth Low Income	All Schools	\$103,722.00	
6	6.4	Support Team (Social Workers)	Yes	LEA-wide	Foster Youth Low Income	All Schools	\$206,310.00	
6	6.5	Student Support Referrals and Services	Yes	LEA-wide	Foster Youth Low Income	All Schools	\$363,444.00	
8	8.2	Academic interventions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$1,685,001.00	
8	8.3	Educational software	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$23,500.00	
8	8.4	Assessment tools	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$85,500.00	
8	8.5	Progress monitoring and data analysis	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$25,500.00	
8	8.6	Extended (summer) learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$65,000.00	

2021-22 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$3,414,986.00	\$3,414,986.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
1	1.1	Credentials	Yes	\$160,000.00	\$160,000.00
1	1.2	Engagement and Governance	Yes	\$225,000.00	\$225,000.00
1	1.3	Review and Adopt new curriculum.	Yes	\$118,594.00	\$118,594.00
1	1.4	Credential process.	Yes	\$79,172.00	\$79,172.00
1	1.5	Curriculum integration	Yes	\$21,500.00	\$21,500.00
1	1.6	Facility Conditions.	Yes	\$1,025,782.00	\$1,025,782.00
1	1.7	Enrichment Curricular Programs	Yes	\$30,000.00	\$30,000.00
2	2.1	ELD data analysis	Yes	\$38,124.00	\$38,124.00
2	2.2	Appropriate implementation	Yes	\$8,124.00	\$8,124.00
2	2.3	Implementation of Success Metrics	Yes	\$40,000.00	\$40,000.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
3	3.1	Participation opportunities	Yes	\$28,408.00	\$28,408.00
3	3.2	Family Engagement.	Yes	\$28,408.00	\$28,408.00
3	3.3	Family Engagement Marketing	Yes	\$53,716.00	\$53,716.00
3	3.4	Parent Leadership	Yes	\$28,408.00	\$28,408.00
4	4.1	Gather and report information	Yes	\$57,633.00	\$57,633.00
4	4.2	Track and Support Retention	Yes	\$8,124.00	\$8,124.00
4	4.3	GPA Data	Yes	\$29,400.00	\$29,400.00
4	4.4	English Learner Program	Yes	\$17,011.00	\$17,011.00
4	4.5	English Learner Reclassification	Yes	\$17,011.00	\$17,011.00
4	4.6	AP Exam	Yes	\$29,400.00	\$29,400.00
4	4.7	College/Career	Yes	\$55,133.00	\$55,133.00
4	4.8	Enhance faculty training	Yes	\$61,290.00	\$61,290.00
5	5.1	Messaging and Consistent Practice	Yes	\$73,756.00	\$73,756.00

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Planned Expenditures (Total Funds)	Estimated Actual Expenditures (Input Total Funds)
5	5.2	Ongoing development	Yes	\$173,396.00	\$173,396.00
5	5.3	Feedback and follow through	Yes	\$102,164.00	\$102,164.00
5	5.4	Graduation Rates	Yes	\$29,400.00	\$29,400.00
5	5.5	Graduation Rates	Yes	\$29,400.00	\$29,400.00
6	6.1	Social Emotional Learning	Yes	\$21,972.00	\$21,972.00
6	6.2	Expulsion Rates	Yes	\$113,756.00	\$113,756.00
6	6.3	Safety and Connectedness	Yes	\$113,756.00	\$113,756.00
6	6.4	Support Team	Yes	\$80,000.00	\$80,000.00
7	7.1	Course Access	Yes	\$390,612.00	\$390,612.00
7	7.2	Alignment of course offerings	Yes	\$55,133.00	\$55,133.00
8	8.1		Yes	\$55,133.00	\$55,133.00
8	8.2		Yes	\$16,270.00	\$16,270.00

2021-22 Contributing Actions Annual Update Table

6. Estimated LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	4. Total Planned Contributing Expenditures (LCFF Funds)	7. Total Estimated Expenditures for Contributing Actions (LCFF Funds)	Difference Between Planned and Estimated Expenditures for Contributing Actions (Subtract 7 from 4)	5. Total Planned Percentage of Improved Services (%)	8. Total Estimated Percentage of Improved Services (%)	Difference Between Planned and Estimated Percentage of Improved Services (Subtract 5 from 8)
\$2,370,062	\$2,761,825.00	\$2,761,825.00	\$0.00	0.00%	0.00%	0.00%

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
1	1.1	Credentials	Yes	\$160,000.00	\$160,000.00		
1	1.2	Engagement and Governance	Yes	\$225,000.00	\$225,000.00		
1	1.3	Review and Adopt new curriculum.	Yes	\$118,594.00	\$118,594.00		
1	1.4	Credential process.	Yes	\$37,700.00	\$37,700.00		
1	1.5	Curriculum integration	Yes	\$21,500.00	\$21,500.00		
1	1.6	Facility Conditions.	Yes	\$764,384.00	\$764,384.00		
1	1.7	Enrichment Curricular Programs	Yes	\$30,000.00	\$30,000.00		
2	2.1	ELD data analysis	Yes	\$38,124.00	\$38,124.00		
2	2.2	Appropriate implementation	Yes	\$8,124.00	\$8,124.00		
2	2.3	Implementation of Success Metrics	Yes	\$40,000.00	\$40,000.00		
3	3.1	Participation opportunities	Yes	\$28,408.00	\$28,408.00		
3	3.2	Family Engagement.	Yes	\$28,408.00	\$28,408.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.3	Family Engagement Marketing	Yes	\$53,716.00	\$53,716.00		
3	3.4	Parent Leadership	Yes	\$28,408.00	\$28,408.00		
4	4.1	Gather and report information	Yes	\$57,633.00	\$57,633.00		
4	4.2	Track and Support Retention	Yes	\$8,124.00	\$8,124.00		
4	4.3	GPA Data	Yes	\$29,400.00	\$29,400.00		
4	4.4	English Learner Program	Yes				
4	4.5	English Learner Reclassification	Yes				
4	4.6	AP Exam	Yes	\$29,400.00	\$29,400.00		
4	4.7	College/Career	Yes	\$55,133.00	\$55,133.00		
4	4.8	Enhance faculty training	Yes	\$61,290.00	\$61,290.00		
5	5.1	Messaging and Consistent Practice	Yes	\$73,756.00	\$73,756.00		
5	5.2	Ongoing development	Yes	\$173,396.00	\$173,396.00		
5	5.3	Feedback and follow through	Yes	\$102,164.00	\$102,164.00		
5	5.4	Graduation Rates	Yes	\$29,400.00	\$29,400.00		
5	5.5	Graduation Rates	Yes	\$29,400.00	\$29,400.00		
6	6.1	Social Emotional Learning	Yes				
6	6.2	Expulsion Rates	Yes	\$113,756.00	\$113,756.00		

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
6	6.3	Safety and Connectedness	Yes	\$113,756.00	\$113,756.00		
6	6.4	Support Team	Yes	\$80,000.00	\$80,000.00		
7	7.1	Course Access	Yes	\$96,315.00	\$96,315.00		
7	7.2	Alignment of course offerings	Yes	\$55,133.00	\$55,133.00		
8	8.1		Yes	\$55,133.00	\$55,133.00		
8	8.2		Yes	\$16,270.00	\$16,270.00		

2021-22 LCFF Carryover Table

9. Estimated Actual LCFF Base Grant (Input Dollar Amount)	6. Estimated Actual LCFF Supplemental and/or Concentration Grants	LCFF Carryover — Percentage (Percentage from Prior Year)	10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)	7. Total Estimated Actual Expenditures for Contributing Actions (LCFF Funds)	8. Total Estimated Actual Percentage of Improved Services (%)	11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	12. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	13. LCFF Carryover — Percentage (12 divided by 9)
	\$2,370,062	0	0.00%	\$2,761,825.00	0.00%	0.00%	\$0.00	0.00%

Instructions

[Plan Summary](#)

[Engaging Educational Partners](#)

[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 Local Control and Accountability Plan (LCAP) template, please contact the local county office of education (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.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires local educational agencies (LEAs) to engage their local educational partners in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have 10 state priorities). LEAs document the results of this planning process in the 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] Section 52064[e][1]). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. 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 Engagement of Educational Partners:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful engagement (EC Section 52064[e][1]). Local educational partners 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 Section 52064[b][4-6]).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC sections 52064[b][1] and [2]).
 - Annually reviewing and updating the LCAP to reflect progress toward the goals (EC Section 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 educational partners 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 tool for engaging educational partners.

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 educational partners and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing for students in transitional kindergarten through grade twelve (TK–12), but also allow educational partners 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 educational partners 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 educational partner engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard (Dashboard), how is the LEA using its budgetary resources to respond to TK–12 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 and actions that the LEA believes, based on input gathered from educational partners, research, and experience, will have the biggest impact on behalf of its TK–12 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 LEA, its schools, and its students in grades TK–12, as applicable to the LEA. 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, input from educational partners, 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? An LEA that is required to include a goal to address one or more consistently low-performing student groups or low-performing schools must identify that it is required to include this goal and must also identify the applicable student group(s) and/or school(s). 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.

Engaging Educational Partners

Purpose

Significant and purposeful engagement of parents, students, educators, and other educational partners, 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 engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (*EC Section 52064[e][1]*). Engagement of educational partners is an ongoing, annual process.

This section is designed to reflect how the engagement of educational partners influenced the decisions reflected in the adopted LCAP. The goal is to allow educational partners that participated in the LCAP development process and the broader public understand how the LEA engaged educational partners 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 educational partners 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 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 engagement of educational partners 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 process used to engage educational partners and how this engagement was considered before finalizing the LCAP.”

Describe the engagement process used by the LEA to involve educational partners in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required educational partners 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 educational partners. A response may also include information about an LEA’s philosophical approach to engaging its educational partners.

Prompt 2: “A summary of the feedback provided by specific educational partners.”

Describe and summarize the feedback provided by specific educational partners. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from educational partners.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific input from educational partners.”

A sufficient response to this prompt will provide educational partners and the public with clear, specific information about how the 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 educational partner feedback described in response to Prompt 2. This may include a description of how the LEA prioritized requests of educational partners 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 educational partner 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 educational partners 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 educational partners 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 educational partners. 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 educational partners, 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.

Required Goals

In general, LEAs have flexibility in determining what goals to include in the LCAP and what those goals will address; however, beginning with the development of the 2022–23 LCAP, LEAs that meet certain criteria are required to include a specific goal in their LCAP.

Consistently low-performing student group(s) criteria: An LEA is eligible for Differentiated Assistance for three or more consecutive years based on the performance of the same student group or groups in the Dashboard. A list of the LEAs required to include a goal in the LCAP based on student group performance, and the student group(s) that lead to identification, may be found on the CDE’s Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Consistently low-performing student group(s) goal requirement:** An LEA meeting the consistently low-performing student group(s) criteria must include a goal in its LCAP focused on improving the performance of the student group or groups that led to the LEA’s eligibility for Differentiated

Assistance. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, this student group or groups. An LEA required to address multiple student groups is not required to have a goal to address each student group; however, each student group must be specifically addressed in the goal. This requirement may not be met by combining this required goal with another goal.

- **Goal Description:** Describe the outcomes the LEA plans to achieve to address the needs of, and improve outcomes for, the student group or groups that led to the LEA's eligibility for Differentiated Assistance.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the student group(s) that lead to the LEA being required to develop this goal, how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the student group(s), and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes identified in the goal description.

Low-performing school(s) criteria: The following criteria only applies to a school district or COE with two or more schools; it does not apply to a single-school district. A school district or COE has one or more schools that, for two consecutive years, received the two lowest performance levels on all but one of the state indicators for which the school(s) receive performance levels in the Dashboard and the performance of the "All Students" student group for the LEA is at least one performance level higher in all of those indicators. A list of the LEAs required to include a goal in the LCAP based on school performance, and the school(s) that lead to identification, may be found on the CDE's Local Control Funding Formula web page at <https://www.cde.ca.gov/fg/aa/lc/>.

- **Low-performing school(s) goal requirement:** A school district or COE meeting the low-performing school(s) criteria must include a goal in its LCAP focusing on addressing the disparities in performance between the school(s) and the LEA as a whole. This goal must include metrics, outcomes, actions, and expenditures specific to addressing the needs of, and improving outcomes for, the students enrolled at the low-performing school or schools. An LEA required to address multiple schools is not required to have a goal to address each school; however, each school must be specifically addressed in the goal. This requirement may not be met by combining this goal with another goal.
- **Goal Description:** Describe what outcomes the LEA plans to achieve to address the disparities in performance between the students enrolled at the low-performing school(s) and the students enrolled at the LEA as a whole.
- **Explanation of why the LEA has developed this goal:** Explain why the LEA is required to develop this goal, including identifying the schools(s) that lead to the LEA being required to develop this goal; how the actions and associated metrics included in this goal differ from previous efforts to improve outcomes for the school(s); and why the LEA believes the actions, metrics, and expenditures included in this goal will help achieve the outcomes for students enrolled at the low-performing school or schools identified in the goal description.

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 2020–21 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 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 or when adding a new metric.

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 action 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 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 and between the Planned Percentages of Improved Services and Estimated Actual Percentages of Improved Services, as applicable. Minor variances in expenditures or percentages 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 educational partners. 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 educational partners with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improve services for its unduplicated students in grades TK–12 as compared to all students in grades TK–12, as applicable, 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 educational partners 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

Projected LCFF Supplemental and/or Concentration Grants: Specify the amount of LCFF supplemental and concentration grant funds the LEA estimates it will receive in the coming year based on the number and concentration of low income, foster youth, and English learner students.

Projected Additional LCFF Concentration Grant (15 percent): Specify the amount of additional LCFF concentration grant add-on funding, as described in EC Section 42238.02, that the LEA estimates it will receive in the coming year.

Projected Percentage to Increase or Improve Services for the Coming School Year: Specify the estimated 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).

LCFF Carryover — Percentage: Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).

LCFF Carryover — Dollar: Specify the LCFF Carryover — Dollar amount identified in the LCFF Carryover Table. If a carryover amount is not identified in the LCFF Carryover Table, specify an amount of zero (\$0).

Total Percentage to Increase or Improve Services for the Coming School Year: Add the Projected Percentage to Increase or Improve Services for the Coming School Year and the Proportional LCFF Required Carryover Percentage and specify the percentage. This is the LEAs 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).

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or 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 percent 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 percent 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 percent: For school districts with an unduplicated pupil percentage of 55 percent 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 percent: For school districts with an unduplicated pupil percentage of less than 55 percent, 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 percent 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 percent 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, whether they are provided on an LEA-wide or schoolwide basis or provided on a limited basis to unduplicated students. A limited action is an action that only serves foster youth, English learners, and/or low-income students. 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.

For any action contributing to meeting the increased or improved services requirement that is associated with a Planned Percentage of Improved Services in the Contributing Summary Table rather than an expenditure of LCFF funds, describe the methodology that was used to determine the contribution of the action towards the proportional percentage. See the instructions for determining the Planned Percentage of Improved Services for information on calculating the Percentage of Improved Services.

A description of the plan for how the additional concentration grant add-on funding identified above will be used to increase the number of staff providing direct services to students at schools that have a high concentration (above 55 percent) of foster youth, English learners, and low-income students, as applicable.

An LEA that receives the additional concentration grant add-on described in EC Section 42238.02 is required to demonstrate how it is using these funds to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent as compared to the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is equal to or less than 55 percent. The staff who provide direct services to students must be certificated staff and/or classified staff employed by the LEA; classified staff includes custodial staff.

Provide the following descriptions, as applicable to the LEA:

An LEA that does not receive a concentration grant or the concentration grant add-on must indicate that a response to this prompt is not applicable.

Identify the goal and action numbers of the actions in the LCAP that the LEA is implementing to meet the requirement to increase the number of staff who provide direct services to students at schools with an enrollment of unduplicated students that is greater than 55 percent.

An LEA that does not have comparison schools from which to describe how it is using the concentration grant add-on funds, such as an LEA that only has schools with an enrollment of unduplicated students that is greater than 55 percent, must describe how it is using the funds to increase the number of credentialed staff, classified staff, or both, including custodial staff, who provide direct services to students at selected schools and the criteria used to determine which schools require additional staffing support.

In the event that an additional concentration grant add-on is not sufficient to increase staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent, the LEA must describe how it is using the funds to retain staff providing direct services to students at a school with an enrollment of unduplicated students that is greater than 55 percent.

Complete the table as follows:

- Provide the staff-to-student ratio of classified staff providing direct services to students with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of classified staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of full time equivalent (FTE) staff and the number of enrolled students as counted on the first Wednesday in October of each year.
- Provide the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is 55 percent or less and the staff-to-student ratio of certificated staff providing direct services to students at schools with a concentration of unduplicated students that is greater than 55 percent, as applicable to the LEA. The LEA may group its schools by grade span (Elementary, Middle/Junior High, and High Schools), as applicable to the LEA. The staff-to-student ratio must be based on the number of FTE staff and the number of enrolled students as counted on the first Wednesday in October of each year.

Action Tables

Complete the Data Entry Table for each action in the LCAP. The information entered into this table will automatically populate the other Action Tables. Information is only entered into the Data Entry Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover Table. With the exception of the Data Entry Table, the word “input” has been added to column headers to aid in identifying the column(s) where information will be entered. Information is not entered on the remaining Action tables.

The following tables are required to be included as part of the LCAP adopted by the local governing board or governing body:

- Table 1: Total Planned Expenditures Table (for the coming LCAP Year)

- Table 2: Contributing Actions Table (for the coming LCAP Year)
- Table 3: Annual Update Table (for the current LCAP Year)
- Table 4: Contributing Actions Annual Update Table (for the current LCAP Year)
- Table 5: LCFF Carryover Table (for the current LCAP Year)

Note: The coming LCAP Year is the year that is being planned for, while the current LCAP year is the current year of implementation. For example, when developing the 2022–23 LCAP, 2022–23 will be the coming LCAP Year and 2021–22 will be the current LCAP Year.

Data Entry Table

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, input the following information for each action in the LCAP for that applicable LCAP year:

- **LCAP Year:** Identify the applicable LCAP Year.
- **1. Projected LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF apportionment calculations.

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will receive on the basis of the number and concentration of unduplicated students for the coming school year.
- **3. Projected Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected LCFF Base Grant and the Projected LCFF Supplemental and/or Concentration Grants, pursuant to 5 CCR Section 15496(a)(8). This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the coming LCAP year.
- **LCFF Carryover — Percentage:** Specify the LCFF Carryover — Percentage identified in the LCFF Carryover Table from the prior LCAP year. If a carryover percentage is not identified in the LCFF Carryover Table, specify a percentage of zero (0.00%).
- **Total Percentage to Increase or Improve Services for the Coming School Year:** This percentage will not be entered; it is calculated based on the Projected Percentage to Increase or Improve Services for the Coming School Year and the LCFF Carryover —

Percentage. This is the percentage by which the LEA must increase or improve services for unduplicated pupils as compared to the services provided to all students in the coming 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.
- **Contributing to Increased or Improved Services?:** 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 transitional kindergarten through grade five), 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."
- **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
- **Total Non-Personnel:** This amount will be automatically calculated based on information provided in the Total Personnel column and the Total Funds column.

- **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).
 - **Note:** For an action to contribute towards meeting the increased or improved services requirement it must include some measure of LCFF funding. The action may also include funding from other sources, however the extent to which an action contributes to meeting the increased or improved services requirement is based on the LCFF funding being used to implement the action.
- **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.
- **Planned Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis to unduplicated students, and that does not have funding associated with the action, enter the planned quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%). A limited action is an action that only serves foster youth, English learners, and/or low-income students.
 - As noted in the instructions for the Increased or Improved Services section, when identifying a Planned Percentage of Improved Services, the LEA must describe the methodology that it used to determine the contribution of the action towards the proportional percentage. The percentage of improved services for an action corresponds to the amount of LCFF funding that the LEA estimates it would expend to implement the action if it were funded.

For example, an LEA determines that there is a need to analyze data to ensure that instructional aides and expanded learning providers know what targeted supports to provide to students who are foster youth. The LEA could implement this action by hiring additional staff to collect and analyze data and to coordinate supports for students, which the LEA estimates would cost \$165,000. Instead, the LEA chooses to utilize a portion of existing staff time to analyze data relating to students who are foster youth. This analysis will then be shared with site principals who will use the data to coordinate services provided by instructional assistants and expanded learning providers to target support to students. In this example, the LEA would divide the estimated cost of \$165,000 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Service for the action.

Contributing Actions Table

As noted above, information will not be entered in the Contributing Actions Table; however, the ‘Contributing to Increased or Improved Services?’ column will need to be checked to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses.

Annual Update Table

In the Annual Update Table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Estimated Actual Expenditures:** Enter the total estimated actual expenditures to implement this action, if any.

Contributing Actions Annual Update Table

In the Contributing Actions Annual Update Table, check the ‘Contributing to Increased or Improved Services?’ column to ensure that only actions with a “Yes” are displaying. If actions with a “No” are displayed or if actions that are contributing are not displaying in the column, use the drop-down menu in the column header to filter only the “Yes” responses. Provide the following information for each contributing action in the LCAP for the relevant LCAP year:

- **6. Estimated Actual LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- **Estimated Actual Expenditures for Contributing Actions:** Enter the total estimated actual expenditure of LCFF funds used to implement this action, if any.
- **Estimated Actual Percentage of Improved Services:** For any action identified as contributing, being provided on a Limited basis only to unduplicated students, and that does not have funding associated with the action, enter the total estimated actual quality improvement anticipated for the action as a percentage rounded to the nearest hundredth (0.00%).
 - Building on the example provided above for calculating the Planned Percentage of Improved Services, the LEA in the example implements the action. As part of the annual update process, the LEA reviews implementation and student outcome data and determines that the action was implemented with fidelity and that outcomes for foster youth students improved. The LEA reviews the original estimated cost for the action and determines that had it hired additional staff to collect and analyze data and to coordinate supports for students that estimated actual cost would have been \$169,500 due to a cost of living adjustment. The LEA would divide the estimated actual cost of \$169,500 by the amount of LCFF Funding identified in the Data Entry Table and then convert the quotient to a percentage. This percentage is the Estimated Actual Percentage of Improved Services for the action.

LCFF Carryover Table

- **9. Estimated Actual LCFF Base Grant:** Provide the total amount of LCFF funding the LEA estimates it will receive for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Grant Program and the Home to School Transportation Program, pursuant to 5 CCR Section 15496(a)(8).

- **10. Total Percentage to Increase or Improve Services for the Current School Year:** This percentage will not be entered. The percentage is calculated based on the amounts of the Estimated Actual LCFF Base Grant (9) and the Estimated Actual LCFF Supplemental and/or Concentration Grants (6), pursuant to 5 CCR Section 15496(a)(8), plus the LCFF Carryover – Percentage from the prior year. This is the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the current LCAP year.

Calculations in the Action Tables

To reduce the duplication of effort of LEAs, the Action Tables include functionality such as pre-population of fields and cells based on the information provided in the Data Entry Table, the Annual Update Summary Table, and the Contributing Actions Table. For transparency, the functionality and calculations used are provided below.

Contributing Actions Table

- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Planned Expenditures for Contributing Actions (LCFF Funds) column
- 5. Total Planned Percentage of Improved Services
 - This percentage is the total of the Planned Percentage of Improved Services column
- Planned Percentage to Increase or Improve Services for the coming school year (4 divided by 1, plus 5)
 - This percentage is calculated by dividing the Total Planned Contributing Expenditures (4) by the Projected LCFF Base Grant (1), converting the quotient to a percentage, and adding it to the Total Planned Percentage of Improved Services (5).

Contributing Actions Annual Update Table

Pursuant to *EC* Section 42238.07(c)(2), if the Total Planned Contributing Expenditures (4) is less than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the LEA is required to calculate the difference between the Total Planned Percentage of Improved Services (5) and the Total Estimated Actual Percentage of Improved Services (7). If the Total Planned Contributing Expenditures (4) is equal to or greater than the Estimated Actual LCFF Supplemental and Concentration Grants (6), the Difference Between Planned and Estimated Actual Percentage of Improved Services will display “Not Required.”

- 6. Estimated Actual LCFF Supplemental and Concentration Grants
 - This is the total amount of LCFF supplemental and concentration grants the LEA estimates it will actually receive based on of the number and concentration of unduplicated students in the current school year.
- 4. Total Planned Contributing Expenditures (LCFF Funds)
 - This amount is the total of the Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)

- 7. Total Estimated Actual Expenditures for Contributing Actions
 - This amount is the total of the Estimated Actual Expenditures for Contributing Actions (LCFF Funds)
- Difference Between Planned and Estimated Actual Expenditures for Contributing Actions (Subtract 7 from 4)
 - This amount is the Total Estimated Actual Expenditures for Contributing Actions (7) subtracted from the Total Planned Contributing Expenditures (4)
- 5. Total Planned Percentage of Improved Services (%)
 - This amount is the total of the Planned Percentage of Improved Services column
- 8. Total Estimated Actual Percentage of Improved Services (%)
 - This amount is the total of the Estimated Actual Percentage of Improved Services column
- Difference Between Planned and Estimated Actual Percentage of Improved Services (Subtract 5 from 8)
 - This amount is the Total Planned Percentage of Improved Services (5) subtracted from the Total Estimated Actual Percentage of Improved Services (8)

LCFF Carryover Table

- 10. Total Percentage to Increase or Improve Services for the Current School Year (6 divided by 9 + Carryover %)
 - This percentage is the Estimated Actual LCFF Supplemental and/or Concentration Grants (6) divided by the Estimated Actual LCFF Base Grant (9) plus the LCFF Carryover – Percentage from the prior year.
- 11. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)
 - This percentage is the Total Estimated Actual Expenditures for Contributing Actions (7) divided by the LCFF Funding (9), then converting the quotient to a percentage and adding the Total Estimated Actual Percentage of Improved Services (8).
- 12. LCFF Carryover — Dollar Amount LCFF Carryover (Subtract 11 from 10 and multiply by 9)
 - If the Estimated Actual Percentage of Increased or Improved Services (11) is less than the Estimated Actual Percentage to Increase or Improve Services (10), the LEA is required to carry over LCFF funds.

The amount of LCFF funds is calculated by subtracting the Estimated Actual Percentage to Increase or Improve Services (11) from the Estimated Actual Percentage of Increased or Improved Services (10) and then multiplying by the Estimated Actual LCFF Base Grant (9). This amount is the amount of LCFF funds that is required to be carried over to the coming year.

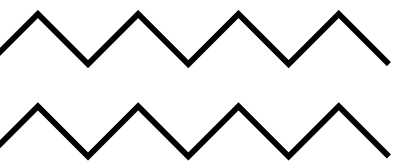
- 13. LCFF Carryover — Percentage (12 divided by 9)
 - This percentage is the unmet portion of the Percentage to Increase or Improve Services that the LEA must carry over into the coming LCAP year. The percentage is calculated by dividing the LCFF Carryover (12) by the LCFF Funding (9).

California Department of Education
January 2022

Coversheet

Advisory Committee Updates

Section: III. Non-Action Items
Item: C. Advisory Committee Updates
Purpose: Discuss
Submitted by:
Related Material: Curriculum & Instruction Committee MWA SP 2022.2.pptx

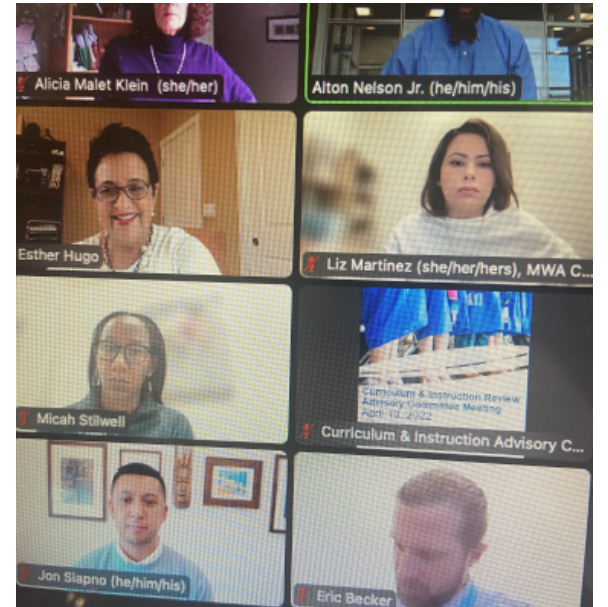
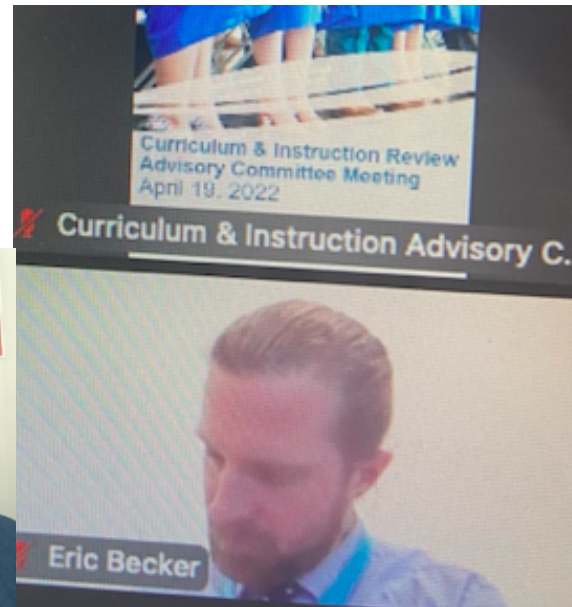
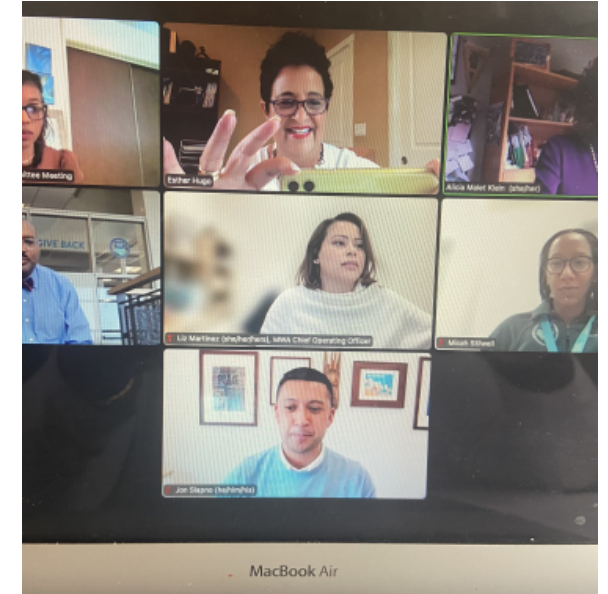
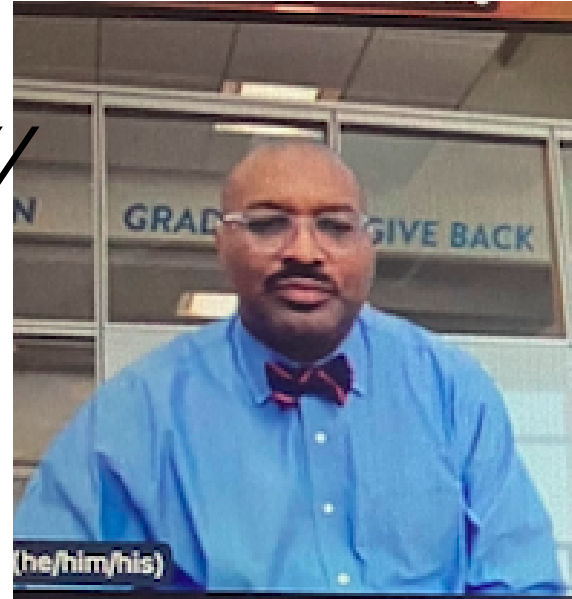


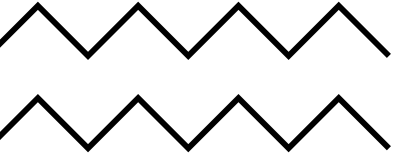
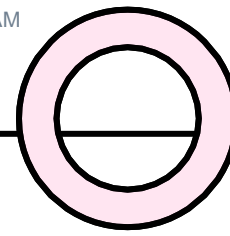
**CURRICULUM
AND
INSTRUCTION
REVIEW
COMMITTEE**

MAKING WAVES ACADEMY
ALICIA KLEIN AND
ESTHER HUGO
SPRING 2022



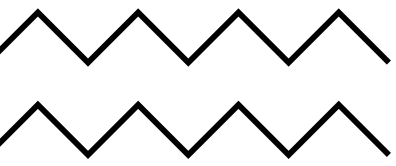
WHO'S
ON THE
SCREEN?
WHO'S
AT THE
TABLE?





PRESENTATION OVERVIEW





Curriculum and Instruction Topics



- Setting the Scene
- Current Priorities
- Focus on Teacher Support
- Curriculum Changes
- Ethnic Studies Plans
- Bell Schedules and Master Calendars
- College and Career Counseling Update

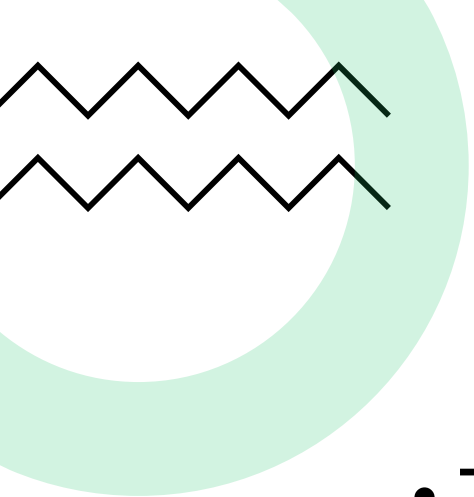


CEO Nelson Provides Context and Perspective



- LPAC Testing Started mid-April
- Mid-Year Resignations
- Contact tracing and COVID testing
- “Being Distanced”
- Stresses of Return to School
- Staff Shortages
- Predictability?

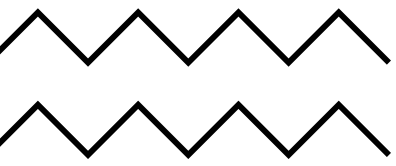




Priorities – Instructional Support

- Teachers – 53% of faculty are new teachers or new to MWA
- Staffing and Coverage
- Stress Testing our Systems
- Need for customized professional development
- Culture and Climate Issues



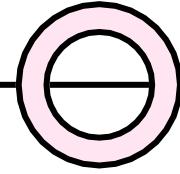
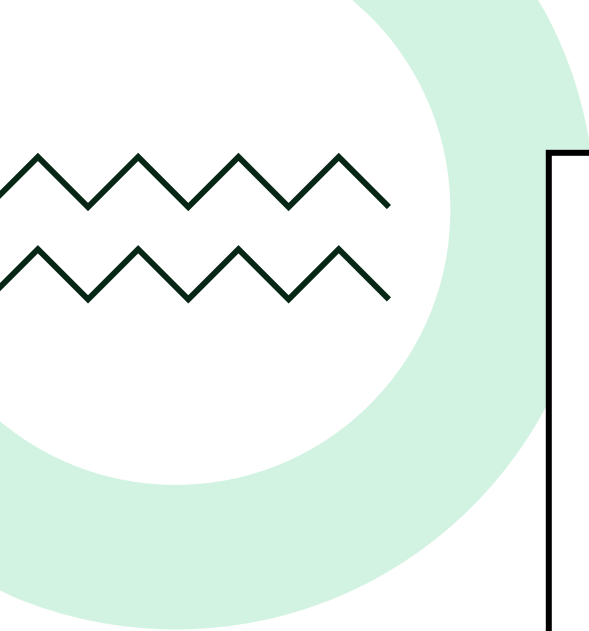


Teacher Observations – Goal is 100%!

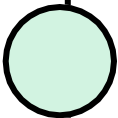


- All Staff will be observed monthly
- Debriefs and feedback
- "Intent to Return" survey submitted
- Peer Observations
- Maximize Classroom Presence

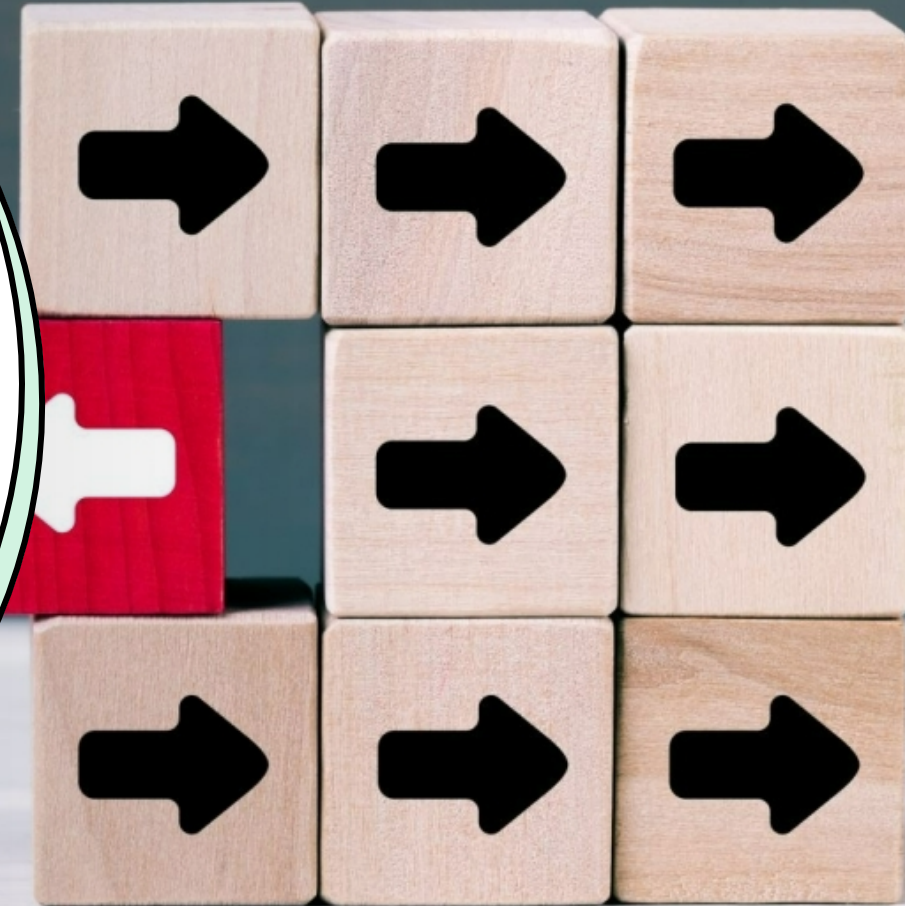


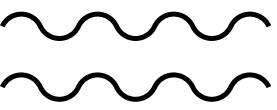


CURRICULUM UPDATES – PILOTS AND CHANGES



MATH
CURRICULUM
TEMPLATES
PROVIDE
CONSISTENC
Y FOR
EVALUATION





Curriculum Template Covers a Range of Topics

Accessibility

Curriculum

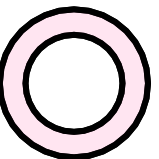
Data

Online
Access

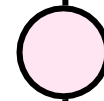
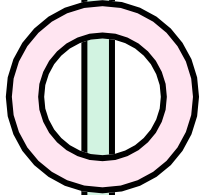
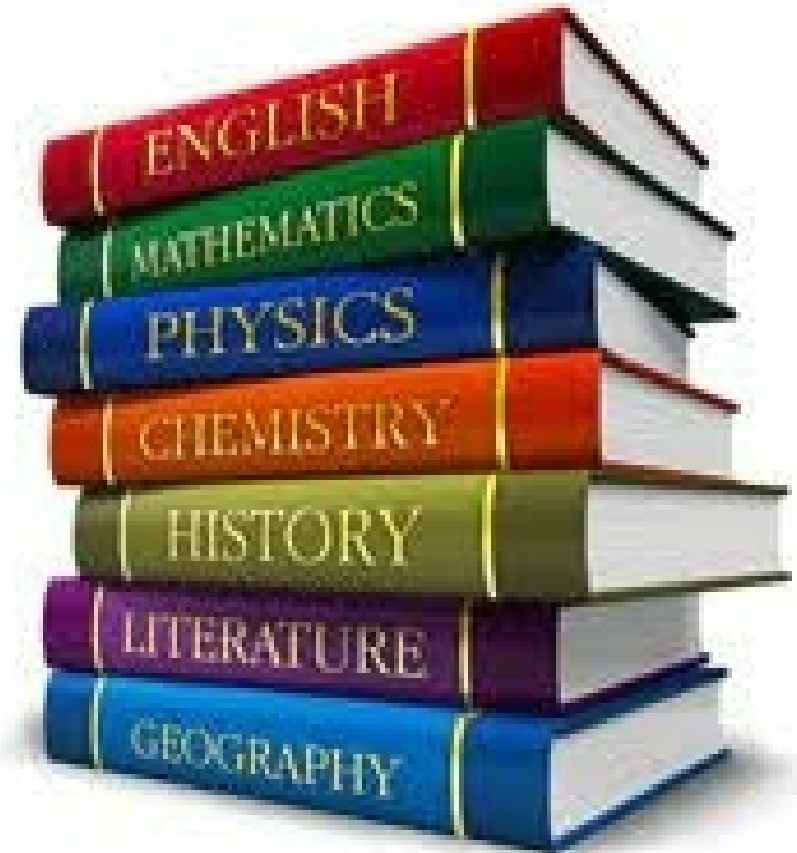
Student
Engagement

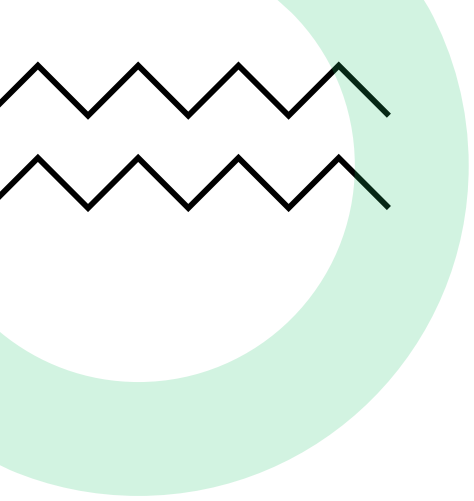
Assessment
s

Staff
Developmen
t



**T E X T B O O K S
O R D E R S
E N R I C H
C U R R I C U L U
M &
I N S T R U C T I O
N**

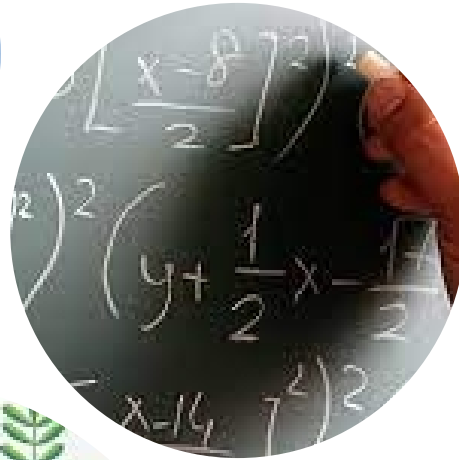




Textbook Orders - Proposals

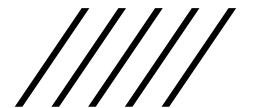
- Novels for English Classes
 - Parable of the Sower,
by Octavia Butler (11)
 - Animal Farm (8) by
George Orwell
- 6th – 8th Grade Social
Science
- Timelines ensure teachers
have buy-in and can get
textbooks in advance.





New Curriculum Pilots and Proposals

- Discovery Education for Social Studies, 6-8
- Pilot 5th Grade Social Studies
- Pilot Upper School Math Curriculum
- Plan for Ethnic Studies



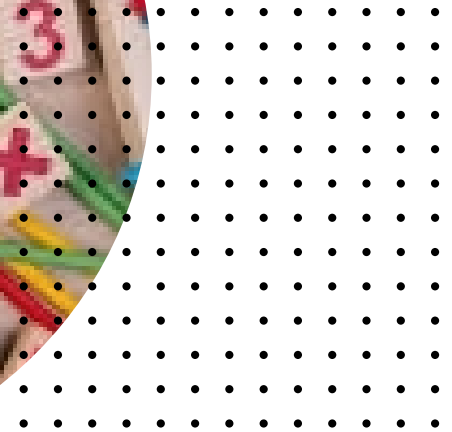
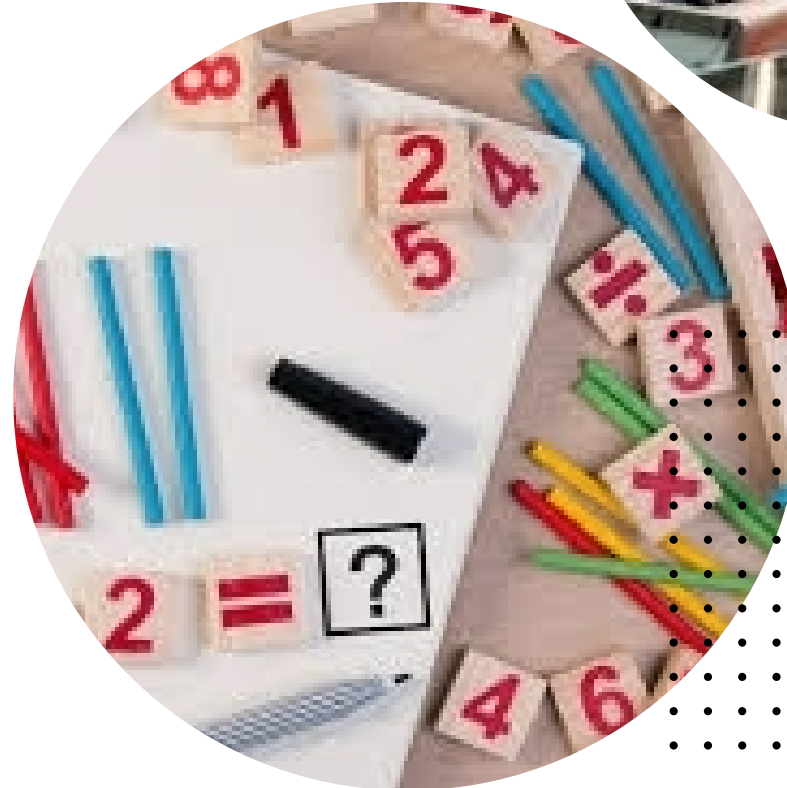
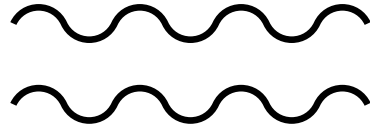
Ethnic Studies – California Innovation

- State-oriented framework
- Options – Copy an approved course or develop our own course?
- AB 101 – California first state for semester-long course in Ethnic Studies to earn a high school diploma
- Mandate: Class of 2029-30



ASPIRATIONAL
GOAL FOR 2022:

HIGHER
PERFORMANCE
ON MATH
AND READING
GROWTH
ASSESSMENT
-- COMPARED
TO 2021.



BELL
SCHEDULE
S AND
MASTER
CALENDAR
S



Staggered Dismissal

- Universal start time
- Simple to follow
- Adds a break to Fridays
- Same end-time for Community-building Fridays
- Length of Advisory – 30 minutes for upper and middle

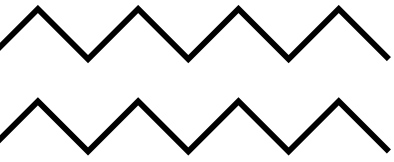


Full Staggered Dismissal



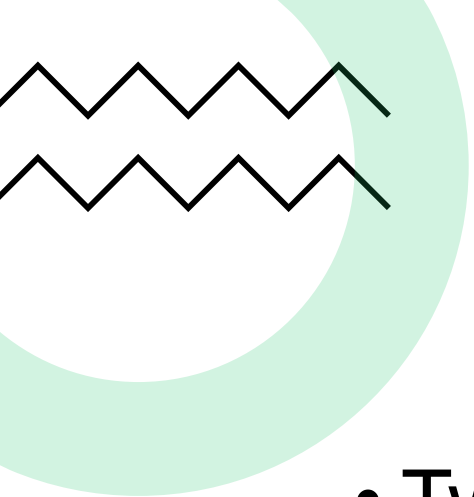
- Alleviates traffic
- Early dismissal on Fridays
- Challenging for families with kids in middle and upper schools
- Athletes don't miss core classes
- Lunch not long enough





**M A S T E R
C A L E N D A
R
T W O
Y E A R S
A H E A D !**

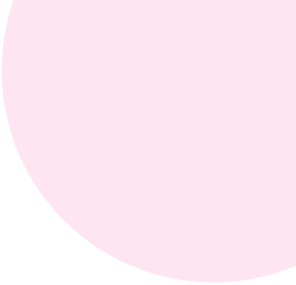
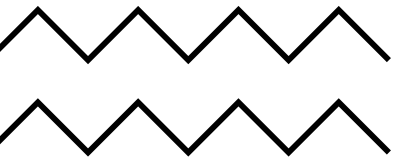




Master Calendar Changes

- Two-Year Projection
- 181 Instructional Days
- Quarterly Parent Meetings
- Teacher Saturdays – 3
 - Back to School
 - SAT/PSAT
 - Case Study





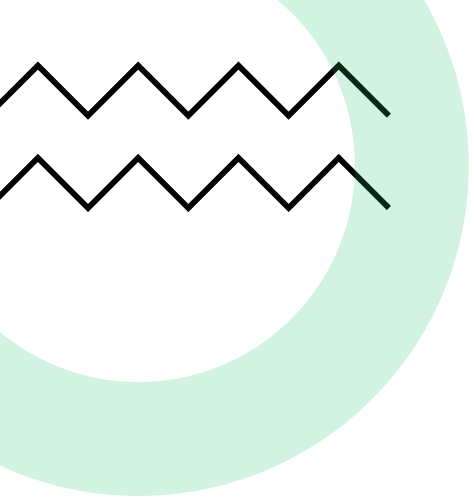
C O L L E G E
A N D C A R E E R
C O U N S E L I N G
U P D A T E

JON SIAPNO,
DIRECTOR

AND

ESAU MOLINA,
ASSOCIATE
DIRECTOR

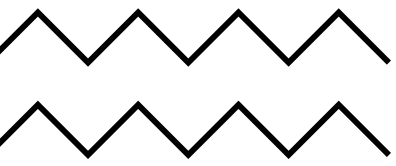




College and Career Counseling Topics Overview

- Senior **Postsecondary Plans**
- **Course Offerings**
- Launch of **Dual Enrollment Program**



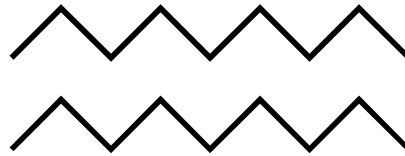
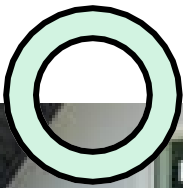


19th Wave!

Success!

- 95% of Graduates have a plan
- Class size is 83 students
- 74 students admitted to four-year colleges
- Admission offers from **all** UC campuses
- Increase in selective colleges – Harvard, USC, Middlebury, Smith, Pitzer, Scripps
- ‘Hack the Hood’ Computer Science





Key Takeaways – Support Improved for All Sectors

- Improved services for highest achievers
- Improved for those “on the margins”
- Improved for those headed to the workforce and Military



ASB President Admitted to Harvard University !


- Took as many AP Classes as possible
- Demonstrated Interest
- Extra-curricular Activities and Leadership
- Climate Justice Club
- Youth vs. Apocalypse – Social Media Profile
- Strong Writing Skills



Changes and Exciting New Courses



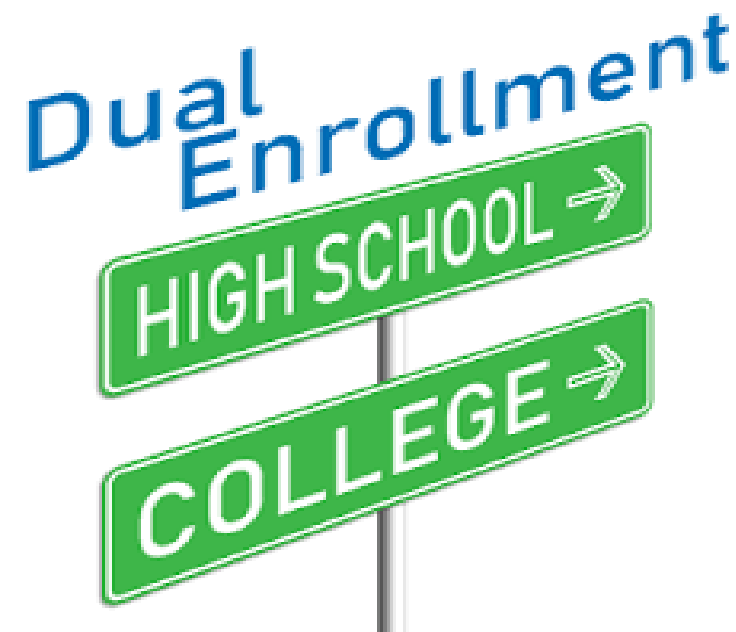
- Principles of Finance
- Beginning Band
- **Two** Performing Arts:
 - Beginning Band
 - Introduction to Drama
- CTE Pathway condensed to 2 Years


A laptop is shown with a rocket launch on its screen. The rocket is white with an orange tip and is launching from a low-poly, yellow and orange landscape. A large, white speech bubble with a black outline is positioned to the left of the laptop. Inside the speech bubble, the text 'DUAL ENROLLMENT PROGRAM LAUNCH' is written in a bold, black, sans-serif font. The background is a soft, light blue and purple gradient.

**DUAL
ENROLLMENT
PROGRAM
LAUNCH**


Dual Enrollment Program Advantages

- Students demonstrate capability for college-level work
- Exposes students to college rigor
- Broadens the MWA Curriculum
- Opportunities for MWA Teachers
- Students earn high school



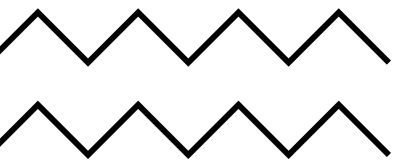


Dual Enrollment Program - Pilot



- Students take college classes while in high school
- Full-time Dual Enrollment Coordinator needed
- Classes to be taught at MWA
- Only Wavemakers
- Contra Costa College provides instructors
- Funded by A-G Completion Improvement Grant





Test and Learn Model for Launch



- 6-12 months to develop program
- Communications Course – to start
- Questions for Consideration include:
 - Metrics that program is working
 - Which courses should we select?





QUESTION S AND FEEDBACK



Coversheet

Board Minutes: March 10, 2022 Board Meeting

Section: IV. Action Items
Item: A. Board Minutes: March 10, 2022 Board Meeting
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for March Board Meeting on March 10, 2022

APPROVED



Making Waves Academy

Minutes

March Board Meeting

Date and Time

Thu Mar 10, 2022 at 4:00 PM

Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/84087312595?pwd=dkIYSnJTb2NZRC9rdXRyZEJmRE52dz09>

Passcode: 479032

Or One tap mobile :

US: +16699006833,,84087312595#,,,,*479032# or +13462487799,,84087312595#,,,,*479032#

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 +1 929 436 2866 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 840 8731 2595

Passcode: 479032

International numbers available: <https://mwacademy.zoom.us/j/84087312595>

COMING SOON (to be posted by Wednesday, March 9)

- HAGA CLIC AQUÍ para acceder a la agenda y portadas en español/CLICK HERE to access agenda and cover sheets in Spanish:

<https://drive.google.com/file/d/1wwOYiNeMbVsIIF8WpCiNhXC6R3xzSXq0/view?usp=sharing>

- HAGA CLIC AQUÍ para acceder el reporte escolar/CLICK HERE to access the school board report in Spanish:

https://drive.google.com/drive/folders/1ky_swE5ovqk8qyOTXV8vjYPVqVCgwSZg

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

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

Ashley Yarbrough at ayarbrough@mwacademy.org or 510-779-1427.

In accordance with AB 361 in the State of California, we will be hosting this board meeting via teleconference due to the following circumstances:

- The MWA Board of Directors is holding a meeting during a proclaimed state of emergency by the State of California due to the COVID-19 pandemic.

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 may submit a request to speak before 9:00 AM on the day of the board meeting or use the raise hand function during the public comment sections of the meeting.**
 - **If you would like to send your request to speak prior to the meeting, please email your request to ayarbrough@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.

De acuerdo con AB 361 en el Estado de California, organizaremos esta reunión de la junta directiva a través de teleconferencia debido a la siguiente circunstancia:

- La Junta Directiva de MWA sea reunera durante un estado de emergencia proclamado por el Estado de California debido a la pandemia de COVID-19.

Comentarios públicos

- *El público puede dirigirse a la Junta Directiva de la MWA con respecto a cualquier asunto dentro de la jurisdicción del tema materia por la Junta Directiva de la MWA.*
- *Bajo comentario público, los miembros del público pueden:*
 - *Hacer comentarios sobre los puntos del orden del día*
 - *Hacer comentarios sobre puntos no incluidos en el orden del día*
 - **Las presentaciones están limitadas a dos minutos cada una**, o un total de veinte minutos para todos los oradores, o se puede acortar el límite de dos minutos.
- *De acuerdo con la Ley Brown, la Junta Directiva de la MWA puede escuchar los comentarios, pero no discutirán ni tomarán medidas sobre los temas presentados. La respuesta de los miembros de la Junta Directiva a las declaraciones o preguntas de las personas que comentan temas que no figuran en el orden del día es muy limitada.*

- **Mientras las reuniones se llevan a cabo virtualmente, los miembros del público que desean hablar durante la junta pueden presentar una solicitud para hablar antes de las 9:00 a.m. del día de la reunión de la junta o usar la función de levantar la mano durante las secciones de comentarios públicos de la reunión.**
 - **Si desea enviar su solicitud de uso de la palabra antes de la reunión, envíe su solicitud por correo electrónico a ayarbrough@mwacademy.org en inglés o español.**
 - **En su solicitud:**
 - **Incluya su nombre para que pueda ser llamado cuando sea su turno de hablar.**
 - **indicar si es un comentario público general para el comienzo de la reunión o si es comentario público sobre un artículo específico del programa (incluya el número del artículo).**
 - **Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.**
- **En virtud de la SB1036, las actas de esta reunión omitirán los nombres de los estudiantes y padres y otra información del directorio, excepto cuando lo requiera la orden judicial o por la ley federal. Si un padre/tutor legal desea que se incluya un nombre, se debe informar a la junta antes de su comentario público.**

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

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

Ashley Yarbrough at ayarbrough@mwacademy.org or 510-779-1427.

Please note that all agenda times are estimates.

Tenga en cuenta que todos los horarios de la agenda son estimaciones.

Directors Present

Alicia Klein (remote), Esther Hugo (remote), Janis Glover (remote), Layla Naranjo (remote), Margaret Watson (remote)

Directors Absent

Ana Barron, Jessica Laughlin

Guests Present

Alton B. Nelson Jr. (remote), Ashley Yarbrough (remote), Elizabeth Martinez (remote), Evangelia Ward-Jackson (remote)

I. Opening Items

A. Call the Meeting to Order

Alicia Klein called a meeting of the board of directors of Making Waves Academy to order on Thursday Mar 10, 2022 at 4:08 PM.

B. Record Attendance

C. Board Findings Pursuant to Government Code Section 54953(e)

Esther Hugo made a motion to Board Findings Pursuant to Government Code Section 54953(e).

Layla Naranjo seconded the motion.

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

Roll Call

Ana Barron	Absent
Jessica Laughlin	Absent
Esther Hugo	Aye
Janis Glover	Aye
Margaret Watson	Aye
Layla Naranjo	Aye
Alicia Klein	Aye

D. Closed Session

- The Board unanimously voted to not to readmit the student regarding Confidential Student Discipline Matter Case No.: 2020001 such that the student shall not be readmitted to Making Waves Academy.

E. Compliance to Excellence: Remarks by Board President

Board President, Alicia Klein:

- Acknowledged the Black History Month Activities led by Ms. Brown and other members of the MWA communities
- Shared a plan to bring teacher voice to board meetings next year
- Shared an update on the ongoing steps to build understanding/affinity spaces and the importance of safety in those spaces

F. Public Comment

- Parent, Abadesa Rolon provided a public comment regarding mask rules at MWA.

II. Standing Reports

A. Mission Connection & Deep Dive: Panel Discussion with MWA's COVID Safety Team

- Board held a discussion with MWA's COVID Safety Team and asked questions about their report to the board.
- Board acknowledged the work of the COVID Safety Team this year and their efforts to support the school in staying open.

B. ASB Update

ASB provided an update on successes and challenges.

C. Q&A on Written Chief Operating Officer Report (COO)

Board asked questions about the COO written report.

D. Senior School Director Written Report

Senior School Director was not present for this portion, questions will be sent following the board meeting.

E.

CEO Report

Board asked questions about the CEO written report.

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

Board asked questions about the CFO written report.

G. School Site Council (SSC) Update

There was no update from SSC.

H. Break

Board adjourned to break.

I. Annual Board Book Discussion

Board engaged in discussion about the assigned board book: "Most Likely to Succeed, Preparing Our Kids for the Innovation Era".

III. Non-Action Items

A. A-G Completion Improvement Grant Discussion

Board engaged in discussion and asked questions about the plans for the A-G Completion Improvement Grant.

B. Public Comment - Non-Action Items & Action Items

Board heard one public comment.

C. Committee and Advisory Committee Updates

Board received updates regarding the:

- Finance Advisory Committee
- Audit Advisory Committee
- Diversity, Equity and Inclusion Advisory Committee
- Culture and Climate Advisory Committee

D. Board Commitment Form & Form 700s for 2022

Board members were reminded to complete their annual Form 700.

IV. Action Items

A. Board Minutes: January 27, 2022 Board Meeting

Esther Hugo made a motion to approve the minutes from January Board Meeting on 01-27-22.

Layla Naranjo seconded the motion.

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

Roll Call

Alicia Klein Aye

Roll Call

Esther Hugo Aye
Jessica Laughlin Absent
Layla Naranjo Aye
Janis Glover Aye
Ana Barron Absent
Margaret Watson Aye

B. Committee Minutes: February 15, 2022 Audit Advisory Committee

Margaret Watson made a motion to accept the minutes from the Audit Advisory Committee Audit Committee Meeting on 02-15-22.

Layla Naranjo seconded the motion.

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

Roll Call

Margaret Watson Aye
Esther Hugo Aye
Janis Glover Aye
Ana Barron Absent
Alicia Klein Aye
Layla Naranjo Aye
Jessica Laughlin Absent

C. Committee Minutes: March 3, 2022 Finance Advisory Committee

Esther Hugo made a motion to accept the minutes for the Finance Advisory Committee Finance Advisory Meeting on 03-03-22.

Layla Naranjo seconded the motion.

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

Roll Call

Margaret Watson Aye
Esther Hugo Aye
Janis Glover Aye
Layla Naranjo Aye
Alicia Klein Aye
Jessica Laughlin Absent
Ana Barron Absent

D. Approve 2021-22 2nd Interim Budget Report

Janis Glover made a motion to approve the 2021-22 2nd Interim Budget Report.

Margaret Watson seconded the motion.

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

Roll Call

Layla Naranjo Aye
Margaret Watson Aye
Jessica Laughlin Absent
Alicia Klein Aye
Janis Glover Aye
Ana Barron Absent
Esther Hugo Aye

E. Sage Intacct Renewal

Esther Hugo made a motion to approve the renewal of the Sage Intacct Agreement.

Margaret Watson seconded the motion.

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

Roll Call

Esther Hugo Aye
Janis Glover Aye
Layla Naranjo Aye
Alicia Klein Aye
Ana Barron Absent
Margaret Watson Aye
Jessica Laughlin Absent

F. 2020-21 990 and 199 Tax Return

Layla Naranjo made a motion to approve the 2020-21 990 and 199 Tax Returns pending edits noted by the board.
Esther Hugo seconded the motion.

- update the mission statement
- correct the description on MWF appointing board members which is incorrect
- add note about the Form 700
- correct titles that are outdated
- correction on access to governance policies

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

Roll Call

Layla Naranjo Aye
Alicia Klein Aye
Janis Glover Aye
Jessica Laughlin Absent
Esther Hugo Aye
Ana Barron Absent
Margaret Watson Aye

G. Vendor Invoices January 2022 - February 2022

Janis Glover made a motion to approve Vendor Invoices January 2022 - February 2022.
Margaret Watson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Margaret Watson Aye
Alicia Klein Aye
Layla Naranjo Aye
Esther Hugo Aye
Janis Glover Aye
Jessica Laughlin Absent
Ana Barron Absent

H. 2021-22 Auditor Engagement Letter

Janis Glover made a motion to approve the 2021-22 Auditor Engagement Letter.
Margaret Watson seconded the motion.
The board **VOTED** to approve the motion.

Roll Call

Esther Hugo Aye
Layla Naranjo Aye
Alicia Klein Aye

Roll Call

Margaret Watson Aye
Jessica Laughlin Absent
Ana Barron Absent
Janis Glover Aye

I. E-Rate Priority 1 and 2 Funding

Esther Hugo made a motion to approve the E-Rate Priority 1 and 2 Funding not to exceed to \$45,000 in FY 22/23 and not to exceed \$70,000 in FY 22/23.

Janis Glover seconded the motion.

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

Roll Call

Jessica Laughlin Absent
Alicia Klein Aye
Esther Hugo Aye
Ana Barron Absent
Margaret Watson Aye
Layla Naranjo Aye
Janis Glover Aye

J. Board Member Team Renewals

Margaret Watson made a motion to renew the terms for Alicia Klein (March 10, 2022-December 31, 2023) and Esther Hugo (March 10, 2022-December 31, 2023).

Janis Glover seconded the motion.

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

Roll Call

Jessica Laughlin Absent
Esther Hugo Abstain
Alicia Klein Abstain
Ana Barron Absent
Margaret Watson Aye
Janis Glover Aye
Layla Naranjo Aye

K. Annual Appointment of Officers

Esther Hugo made a motion to appoint Alicia Malet Klein as the Board President.

Janis Glover seconded the motion.

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

Roll Call

Janis Glover Aye
Ana Barron Absent
Alicia Klein Abstain
Jessica Laughlin Absent
Esther Hugo Aye
Layla Naranjo Aye
Margaret Watson Aye

V. Discussion Items

A. Appreciations by the Board of Directors

B.

Schedule of Remaining Board of Directors Meetings 2021-2022

- May 5th, 2022, time TBD
- June 16th, 2022, 10:30am-2:00pm

VI. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 7:55 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Committee Minutes: April 19, 2022 Curriculum and Instruction Advisory Committee

Section: IV. Action Items
Item: B. Committee Minutes: April 19, 2022 Curriculum and Instruction Advisory
Committee
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for Curriculum & Instruction Review Advisory Committee Meeting on April 19, 2022

APPROVED



Making Waves Academy

Minutes

Curriculum & Instruction Review Advisory Committee Meeting

Date and Time

Tue Apr 19, 2022 at 10:30 AM

Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/89804346140?pwd=WGgyNUc0Q2duQnZBQ1E0a01QYWFTdz09>

Passcode: 600436

Or One tap mobile :

US: +16699006833,,89804346140#,,,,*600436# or +12532158782,,89804346140#,,,,*600436#

Or Telephone:

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

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

Webinar ID: 898 0434 6140

Passcode: 600436

International numbers available: <https://mwacademy.zoom.us/j/89804346140?pwd=WGgyNUc0Q2duQnZBQ1E0a01QYWFTdz09>

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

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

Ashley Yarbrough at ayarbrough@mwacademy.org or 510-779-1427.

In accordance with AB 361 in the State of California, we will be hosting this board meeting via teleconference due to the following circumstances:

- The MWA Board of Directors is holding a meeting during a proclaimed state of emergency by the State of California due to the COVID-19 pandemic.

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 for Special Committee Meetings, members of the public may
 - The public may address the Board regarding **any item that has been described in the notice for this meeting.**
 - **Presentations are limited to two minutes each**, or a total of ten 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 may submit a request to speak before 9:00 AM on the day of the board meeting or use the raise hand function during the public comment sections of the meeting.**
 - **If you would like to send your request to speak prior to the meeting, please email your request to ayarbrough@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.

De acuerdo con AB 361 en el Estado de California, organizaremos esta reunión de la junta directiva a través de teleconferencia debido a la siguiente circunstancia:

- La Junta Directiva de MWA sea reunera durante un estado de emergencia proclamado por el Estado de California debido a la pandemia de COVID-19.

Comentarios públicos

- *El público puede dirigirse a la Junta Directiva de la MWA con respecto a cualquier asunto dentro de la jurisdicción del tema materia por la Junta Directiva de la MWA.*
- *Bajo comentario público, los miembros del público pueden:*
 - El público puede dirigirse a la Junta con **respecto a cualquier tema que se haya descrito en el aviso para esta reunión.**
 - **Las presentaciones están limitadas a dos minutos cada una, o un total de diez minutos para todos los oradores, o se puede acortar el límite de dos minutos.**
- *De acuerdo con la Ley Brown, la Junta Directiva de la MWA puede escuchar los comentarios, pero no discutirán ni tomarán medidas sobre los temas presentados. La respuesta de los miembros de la Junta Directiva a las declaraciones o preguntas de las personas que comentan temas que no figuran en el orden del día es muy limitada.*
- **Mientras las reuniones se llevan a cabo virtualmente, los miembros del público que desean hablar durante la junta pueden presentar una solicitud para hablar antes de las 9:00 a.m. del día de la reunión de la junta o usar la función de levantar la mano durante las secciones de comentarios públicos de la reunión.**
 - **Si desea enviar su solicitud de uso de la palabra antes de la reunión, envíe su solicitud por correo electrónico a ayarbrough@mwacademy.org en inglés o español.**
 - *En su solicitud:*
 - **Incluya su nombre para que pueda ser llamado cuando sea su turno de hablar.**

- *indicar si es un comentario público general para el comienzo de la reunión o si es comentario público sobre un artículo específico del programa (incluya el número del artículo).*
- *Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.*
- *En virtud de la SB1036, las actas de esta reunión omitirán los nombres de los estudiantes y padres y otra información del directorio, excepto cuando lo requiera la orden judicial o por la ley federal. Si un padre/tutor legal desea que se incluya un nombre, se debe informar a la junta antes de su comentario público.*

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

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

Ashley Yarbrough at ayarbrough@mwacademy.org or 510-779-1427.

Please note that all agenda times are estimates.

Tenga en cuenta que todos los horarios de la agenda son estimaciones.

Committee Members Present

Alicia Klein (remote), Alton B. Nelson Jr. (remote), Esther Hugo (remote), Jon Siapno (remote)

Committee Members Absent

Evangelia Ward-Jackson

Guests Present

Ashley Yarbrough (remote), Elizabeth Martinez (remote), Esau Molina (remote), Micah Stilwell (remote), Molly Moloney (remote)

I. Opening Items

A. Call the Meeting to Order

Alicia Klein called a meeting of the Curriculum Advisory Committee of Making Waves Academy to order on Tuesday Apr 19, 2022 at 10:32 AM.

B. Record Attendance and Guests

C. Public Comment

No public comment was made.

D. Board Findings Pursuant to Government Code Section 54953(e)

Pursuant to Government Code Section 54953(e) the MWA Board of Directors determines, in accordance with Government Code Section 54953(e)(1)(B), that meeting in person would present imminent risks to the health or safety of attendees. Pursuant to Government Code Section 54953(e)(3), the Board has also reconsidered the circumstances of the State of Emergency declared by the Governor on March 4, 2020, and finds the State of Emergency continues to directly impact the ability of the Directors to meet safely in person and/or that

State or local officials continue to impose or recommend measures to promote social distancing.

II. Curriculum

A. Introductions, Orientation to the Agenda, and Overview Focus for Spring Meeting

CEO, Alton B. Nelson Jr, provides an overview of the agenda and context for the current climate at MWA from a curricular standpoint.

B. Rigorous Instruction Presentation & Discussion

Committee discussed:

- prioritization of instructional support for the upcoming school year
- curriculum and textbooks for 2022-2023
 - **Pilot** 5th Grade Social Studies
 - **Pilot** Upper School Math Curriculum
 - **Purchase** Upper School Psychology Textbook
 - **Purchase** Upper School Spanish Textbooks
 - **Planning** Ethics Studies

Board members asked questions about:

- support plan for teachers
- curriculum and textbooks
- capacity for pilots in 2022-2023

C. Master Calendar and Bell Schedules for 2022-2024

Chief Operating Officer, Elizabeth Martinez, provided an overview of the proposed drafts for:

- the master calendar for 2022-2024
- the bell schedules for 2022-2024

Advisory Committee recommends the master calendar and staggered dismissal bell schedule (2022-2024) for approval.

D. Lunch Break

Advisory committee adjourned for lunch.

E. College and Career Counseling Presentation & Discussion

Director of College and Career Center, Jon Siapno, engaged in a discussion about:

- 19th Wave post-secondary plans
- key takeaways and learnings
 - post-secondary planning improved in all segments (4-year, workforce, etc.)
 - replicable qualities/qualifications for future graduating seniors
- Course Offerings for 2022-2023
 - the Advisory Committee supports the course offering recommendations
- Dual Enrollment
 - key metrics for tracking the success of the program
 - planning and budget proposal

- the Advisory Committee supports the recommendation to use grant funding to launch a dual enrollment program

F. Day of Slides

III. Closing Items

A. Confirm Action Items, Exit Ticket, & Closing Thoughts

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 1:35 PM.

Respectfully Submitted,
Elizabeth Martinez

Coversheet

Student Parent Handbook

Section: IV. Action Items
Item: C. Student Parent Handbook
Purpose: FYI
Submitted by: Carmen Velarde
Related Material: MWA Student Handbook AY22-23.pdf

BACKGROUND:

The annual review of the Student-Parent/Guardian Handbook resulted in the following changes to the Student-Parent Handbook for 2022-2023:

- Appendix D: Annual Notices for Academic Programs
 - Added language around parent/guardian right to request teacher qualification information (p. 55)
 - Added Opioid Information Sheet section (p. 57)
 - Deleted Availability of Health Insurance section
 - Added Diabetes Type 1 Information sheet (p. 58)
- Appendix L: Homeless Youth Annual Notice
 - Renamed (previously Appendix M)
 - Added language regarding the Housing Questionnaire '
- Appendix M: Foster Youth Annual Notice
 - Renamed (previously Appendix N)



Making Waves Academy
Student-Parent/Guardian Handbook
2022-2023

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COVID-19 Notice

COVID-19 requires continuing adjustment to MWA policies and procedures. MWA will comply with all applicable laws, regulations, and orders issued by the state or federal government or local health agencies relating to COVID-19. Compliance may require an adjustment to certain policies or procedures set forth in the handbook.

MWA 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 and Values

Mission

Making Waves Academy (“MWA” or “the Academy”) 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.

Core Values

During the 2013-2014 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 a safe and effective learning environment. Social-emotional development, self-regulated behavior, and decision-making are important components contributing to student success at MWA. MWA's goal is to facilitate social emotional development, self-regulation, and decision-making with the support of students, parents, and staff. All parties must work in partnership to achieve this goal.

Student Expectations

In order to assist you in creating a more meaningful experience, achieve success, make good decisions, and make positive contributions to your community, Wave-Makers are expected to:

- Know, understand, and follow all rules, expectations, and policies.
- Interact with other students, faculty, and staff in a respectful and positive manner.
- Understand, develop, and apply the MWA 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.
- Do your best and ask for help if you need it.

Each student must read, sign, and return the [Parent/Guardian and Student Commitment Form \(Appendix B\)](#) and the [Student-Parent/Guardian Acknowledgment Form \(Appendix A\)](#)

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 parent meetings.
- Communicate with MWA by phone, email, or note to verify student absences.

Parents/Guardians must read, sign and return the [Parent/Guardian and Student Commitment Form](#) and the [Student-Parent/Guardian 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. 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.

Listed below are the course offerings:

Grade	Math	English	Science	History	Encore	Physical Education
5 th	Math 5	ELA 5	Science 5	Social Studies Early United States	Intro to Technology	Health & Wellness
6 th	Math 6	ELA 6	Science 6	Social Studies The Ancient World	Art	Health & Wellness
7 th	Math 7	ELA 7	Science 7	History: Medieval Times	Music	Health & Wellness
8 th	Math 8	ELA 8	Science 8	History: US History	Art	Health & Wellness

Middle School Promotion

The 8th grade 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 8th grade promotion. It is the belief of MWA that with parent support, all 8th grade students will be able to participate in the promotion ceremony. However, if a 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.) related to promotion. 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 semester 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 Grade Point Average) or higher in their core academic classes for that academic year. In high school, the GPA is an indicator and predictor for college success.

Middle School Retention Policy

At MWA we want our students to meet (and exceed) academic and social emotional expectations. MWA provides services that promote social-emotional development and awareness in addition to various academic support systems.

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, 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 mid-semester of their child's academic performance via progress reports and semester report cards. In addition, parents/guardians have access to their child's grades via the online [PowerSchool Public 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 to pursue a variety of post-secondary education and career pathway options. The courses offered and required of MWA 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 9th and 10th grades. In the 11th and 12th grades, Advanced Placement (AP) courses and other science, math, and art electives are available. In addition, Career Technical Education (CTE) courses are also available, linking specific courses to education and specific career pathways. Students scoring a 3, 4, or 5 (on the 5-point scale) on an AP exam may earn college credit in that subject.

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%). The semester letter grades are what are shown in the transcript.

Upper School Grade Point Scale

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.									

Upper School 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				
TOTAL S			34.0		32.0		38.0

*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 3rd year of history (A).

Listed below are the course offerings for 2022-2023:

Grade	Math	English	Science	History and Social Science	Language	Health & Wellness	Art	Electives & Support
9th	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
10th	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
11th	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
12th	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

Upper School Grade Level Promotion

Students must successfully complete a minimum number of credits 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	10 Credits	12 Credits	12 Credits	12 Credits
Credits Possible	10 Total	22 Total	36 Total	48 Total

*Must pass grade-level English Course

Upper School 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 th Grade	10 th Grade	11 th Grade	12 th 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

Student Success Team (SST)

An SST is a multi-disciplinary team that considers, plans, and assesses general education interventions and supports for students experiencing academic, speech/language, and/or social-emotional/behavioral difficulties. This early intervention for struggling students through the SST process is a function of the general education program and not of special education. The purpose of the (SST) is to problem-solve and to identify supports in the general education setting which allow a student to be successful in that setting.

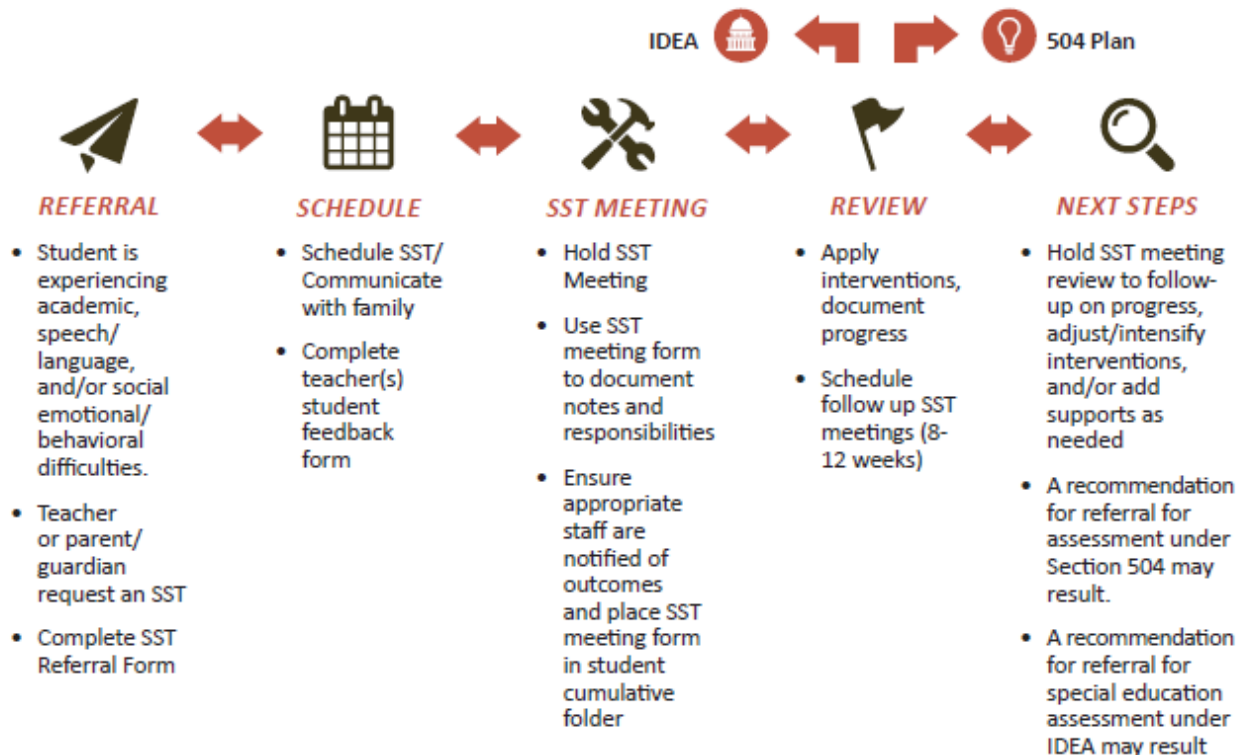
A student may be referred to the SST for:

- Lack of academic progress
- Behavioral/emotional concerns
- Attendance/truancy issues
- Consideration for retention
- Social adjustment
- Consideration for special education disabilities
- Other unresolved parent/guardian concerns

Who participates in the SST team?

The SST is composed of members of the general education school staff and includes meaningful participation of the parent/guardian and the student, if appropriate. The SST reviews and analyzes all screening data, including Response To Instruction and Intervention (RTI2) results and provides a system for accountability. Parents play an integral role in the SST process. If requested, intervention specialists and/or special educators may also participate in SST meetings.

SST FLOWCHART



What is 504 and how is it connected to the SST process?

504 is a section of the Rehabilitation Act of 1973 that ensures individuals with disabilities have equal access and opportunities and may not be discriminated against on the basis of their disability. If interventions in the general education environment prove to be insufficient, the SST team may decide to refer the student to the 504 team, to determine if the student may be eligible for services under 504. If the SST refers a student for special education assessment, and the student does not qualify, a student's 504 eligibility may be considered.

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. Section 504 covers qualified students with a disability who attend schools receiving Federal financial assistance. Section 504 requires that LEAs provide a Free Appropriate Public Education (FAPE) to qualified students in their jurisdictions who have a physical or mental impairment that substantially limits one or more major life activities.

Section 504 defines a person with a disability as one of the following:

- Has a physical or mental impairment that substantially limits one or more major life activities
- Has a record of such an impairment
- Be regarded as having such an impairment

Under Section 504, unless a student actually has an impairment that substantially limits a major life activity, the mere fact that a student has a "record of" or is "regarded as" disabled is insufficient, in itself, to trigger Section 504 protection that require the provision of a Free and Appropriate Public Education (FAPE). The phrases "has a

record of disability" and "is regarded as disabled" are meant to reach the situation in which a student either does not currently have or never had a disability, but is treated by others as such.

Substantial Limitation: A substantial limitation that affects a person's ability to perform an activity in relation to the average person in the general population.

Referrals

When a student is exhibiting academic, social, emotional, participation, attendance, and/or behavioral problems, the student may need to be referred to the intervention/student success team (SST). This referral may lead to a referral to assess under Section 504 and/or a referral to assess under IDEA. A referral to either of the above-mentioned teams, can be initiated by, but is not limited to, the following: parent, administrator, teacher, or school personnel.

Special Education

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 Special Education Local Plan Area ("SELPA"). MWA is part of the El Dorado Charter SELPA. Students may be referred for special education support services through the Response to Intervention model adopted by MWA.

Identification and referral for special education evaluation 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, as well as by consulting with an 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 Local Education Agency (LEA) staff and 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.

MWA offers a continuum of special education placements and services based on individual student needs. The Least Restrictive Environment (LRE) mandate of the IDEA requires that students with disabilities receive their education in the "regular education environment" to the maximum extent appropriate or, to the extent such placement is not appropriate, in an environment with the least possible amount of segregation from the students' non-disabled peers and community (34 CFR 300.114 through 34 CFR 300.120). LRE not only applies to instruction taking place in the classroom but also broadly to all aspects of a student's special education program, as well as to students who are not educated in traditional settings (e.g., independent study or virtual programs). The continuum of alternative placements reflects a range of potential placements for which a Local Education Agency (LEA) can implement a student's IEP. The continuum begins with the general education setting and continues to become more restrictive with each placement on the continuum (34 CFR 300.114). The IDEA requires that each LEA ensure:

1. To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children without disabilities; and
2. Special classes, separate schooling, or other removal(s) of children with disabilities from the general education environment occurs only if the nature or severity of the disability is such that education in the general education setting, with the use of supplementary aids and services, cannot be achieved satisfactorily.

If a student is not accessing FAPE in their current setting, the LEA may convene an IEP team meeting to discuss the student's identified needs and progress towards their current IEP goals. This may include initiating additional assessments to gain information about a student's present levels of performance to drive identified needs, goals, and supplementary aids/supports/services.

Parent Resources

Knowing the basics of special education in California can help parents navigate the IEP process. The El Dorado SELPA provides parents with resources to support parents understand parent's rights, general terminology, and additional resources. Please see SELPA website <https://charterselpa.org/parent-resources/>

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

The following are not tolerated at MWA:

- 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 your 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. Do not rely on friends for information about what is required.
- Do not read someone else's paper or homework before doing your own work. 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.
- Protect your 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 a school 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 student 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 will also receive a call when their student cuts class. 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 study by the University of Chicago found that 9th 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 9th 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 (Educ. §§48200, et seq.; 48400; 48293), 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 titled "[Excused Absence](#)") without the need for verification from a doctor; however, absences without verification after 5 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 3 or more full-day unexcused absences or tardy truants, they are subject to the SARB process below.

Attendance Notifications

MWA uses an automated notification system called SchoolMessenger, which broadcasts calls to parents/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 parent/guardian receives 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"> ● Student reports to the Front Office for Tardy Referral ● Tardy Referral is recorded in PowerSchool ● Student attends 30-minute lunchtime or after-school detention* <p>*Students may opt to serve their detention during lunch or afterschool.</p>	<ul style="list-style-type: none"> ● Student reports to the Front Office for Tardy Referral ● Tardy Referral is recorded in PowerSchool ● If student was late to class, the student attends same-day lunch detention; tardies to PM class results in a next-day lunch detention ● If student was late to a PM class, the student attends an after-school detention

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 including an absence for the benefit of the student's mental or behavioral health (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 limited to 1 day in state, 3 days out of state*
- 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, which may be extended if deemed medically necessary by the student's physician.
- 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.
- Participation in a cultural ceremony or event. "Cultural" means relating to the habits, practices, beliefs, and traditions of a certain group of people.

**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
- Lack of transportation

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 section titled "[School Attendance Review Team](#)" 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 section titled "School Attendance Review Board ("SARB")" 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 Board ("SARB")

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's School Attendance Review Board ("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 County 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. MWA shall notify a student's parent/guardian 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** full day Unexcused Absences (UA) or Unexcused Tardies (TX), or excessive (more than 17 full day) 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 (UA) or Unexcused Tardies (UX), or continued absences after surpassing 17 total absences (excused or unexcused). The letter is sent only when MWA 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 the 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.ccco.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 everyone.

	Time	Procedure
Arrival	8:00am - 8:30am	<ul style="list-style-type: none"> ▪ Cars dropping off must use the drive loop and authorized loading/unloading zones only. Parents/Guardians may not park along Lakeside Drive to drop-off students ▪ Middle school students report directly to the MS campus ▪ Upper school students report directly to the US campus ▪ There is no supervision on campus before the designated arrival time
Dismissal	3:30pm - 4:00pm*	<ul style="list-style-type: none"> ▪ Students may leave campus via the MWA bus, bike, car, and by walking to public transportation or home ▪ Students should report to designated loading/unloading zones only ▪ 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 ▪ Students may not leave campus and return without permission from the Program Director or their designee <p><i>*After the close of the dismissal, parents/guardians picking up students will need to notify the Front Office to grant permission to students to wait in the US Front Office for pick-up.</i></p>

Expectations for Parents/Guardians and Students During Arrival and Dismissal

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, faculty and volunteers 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 section titled "[Excused Absences](#)").

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 as necessary.

Guidelines

- Always follow directions of the staff, faculty and volunteers directing traffic
- Always use the crosswalks
- Never "j-walk"
- U-Turns on Lakeside are prohibited
- Never park in the bus loading zones
- Speed limit is 5 mph while driving anywhere on campus (e.g. the parking lots and the drive loop)
- 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**
- Student drop-off/pick-up at any of the surrounding businesses (for example, the YMCA) is **strictly prohibited**

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

Student 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 of a child enrolled in MWA may file annually with the Assistant Principal a written and signed statement stating that the parent/guardian 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 students. 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/Alternative Income forms for determining eligibility 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. **Completing the application is vitally important, as it may bring significant additional funds to MWA, and qualify students for individual benefits such as college application waivers, Advanced Placement (AP) and International Baccalaureate (IB) testing fee waivers, and Pandemic-Electronic Benefits Transfer (P-EBT) benefits. If MWA does not receive enough applications, the funding for some programs may be cut.**

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 Dean of Students or their designee. ***Students may not utilize food delivery services, such as Uber Eats, GrubHub, pizza delivery, etc. If a student is found to be in violation, the food will be confiscated (to be picked up at the end of the day by a parent), and a consequence of detention and/or suspension will be applied if violations persist.***

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"> • Snack/protein bars • Healthy sandwiches • Cereal/oatmeal • Baked savory snacks (i.e. pretzels, crackers) • Homemade meals (for your child only) • Fruit • Vegetables • Yogurt • Whole grains • Food items that are low in fat/calories • Water 	<ul style="list-style-type: none"> • Whole grains provide fiber and vital nutrients to fuel a healthy metabolism. • Lean protein allows for proper muscle development. • Diets rich in calcium support healthy bone growth. • Fruits and vegetables provide necessary vitamins and nutrients for proper development and brain function. • Water keeps the body hydrated and operating. It also helps flush out toxins.

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"> • Sodas/Sport drinks • Candy • Gum • Chips (<i>outside of recommended personal serving size during designated meal periods</i>) • Sunflower seeds • Cookies/Brownies/ Desserts (<i>outside of recommended personal serving size during designated meal periods</i>) • Fast food • Ramen/Cup of Noodles • Caffeinated beverages 	<ul style="list-style-type: none"> • High sugar consumption can lead to diabetes and excessive weight gain. • Diets that include too much sodium can lead to high blood pressure and heart disease. • Foods high in fat can lead to high blood pressure, high cholesterol, excessive weight gain, and diabetes. • Caffeine is a stimulant, affecting your heart rate and blood pressure. Caffeine also has addictive properties- meaning the growing/developing body can become dependent. • Processed and artificially-flavored foods contain unhealthy chemicals and discourage healthy body development.

*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 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 5th through 8th 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 must 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 (H&W) 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, or 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, Khaki or tan colored uniform pants, shorts, skorts, or skirts
 - Must be worn at waist level
 - Bottom hem of 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:** Can be any color; closed-toed shoes (sneakers, flats, and casual shoes are acceptable)
 - No shoes with cleats or spikes, unless actively participating in sports
 - Not permitted: open-toed shoes, sandals, slippers, or slides (i.e. flip-flops, Crocs, etc.)
 - 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 \$3 (\$2 for a lanyard replacement)
- **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

Designated Special Attire Days: Professional Dress, 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
- 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 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
- Bottom hem of 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 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 and community safety.

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 strategies are 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, as listed in their 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 school-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*.

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

1 st Offense Intervention Range	2 nd Offense Intervention Range	3 rd Offense Intervention Range
<ul style="list-style-type: none"> ● Restorative Action/Conversation ● Temporary or permanent loss of bus privileges based on MWA Bus Rider Agreement ● Confiscation of device until the end of the school day 	<ul style="list-style-type: none"> ● Restorative Action/Conversation ● Call home (parent/guardian notification) ● Skill development activity/Assignment ● 1 Day Detention assigned ● Confiscation of device until parent/guardian pick-up 	<ul style="list-style-type: none"> ● Restorative Action/Conversation ● Call home (parent/guardian notification) ● Skill development activity/Assignment ● Parent shadow requested ● Loss of privilege(s) ● 2 Days Lunch Detention assigned ● Parent/Teacher Conference ● Two week device submittal to Front Office

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 st Offense Intervention Range	2 nd Offense Intervention Range	3 rd Offense Intervention Range
<ul style="list-style-type: none"> ● Restorative Circle with impacted students ● Call home (parent/guardian notification) ● Skill development activity/ Assignment ● 1 Day Lunch Detention ● Temporary or permanent loss of Bus privileges based on MWA Bus Rider Agreement ● Zero credit for all incidents of cheating, academic dishonesty or plagiarism 	<ul style="list-style-type: none"> ● Restorative Circle with impacted students ● Call home (parent/guardian notification) ● Skill development activity/ Assignment ● 2 Days Lunch Detention assigned ● Loss of privilege(s) 	<ul style="list-style-type: none"> ● Restorative Circle with impacted students ● Call home (parent/guardian notification) ● Skill development activity/ Assignment ● 3 Days Lunch Detention assigned ● Loss of privilege(s) ● Parent shadow requested ● Parent/Teacher Conference ● Behavior plan meeting

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, Assistant Principal, Principal

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 (i.e., technology, explicit items) not allowed at school

1 st Offense Intervention Range	2 nd Offense Intervention Range	3 rd Offense Intervention Range
<ul style="list-style-type: none"> ● Restorative Conference/Circle ● Call home (parent/guardian notification) ● Skill development activity/Assignment ● 1 Day Lunch Detention assigned ● Restorative Community Project ● Campus beautification during lunch and after-school ● Referral to Dean of Students 	<ul style="list-style-type: none"> ● Restorative Conference/Circle ● Call home (parent/ guardian notification) ● Skill development activity/ Assignment ● 2 Days Lunch Detention assigned ● Restorative Community Project ● Campus beautification during lunch and after-school ● Parent shadow requested ● Parent/Teacher Conference ● Referral to Dean of Students ● Loss of privilege(s) 	<ul style="list-style-type: none"> ● Restorative Conference/Circle ● Call home (parent/guardian notification) ● Skill development activity/ Assignment ● 3-5 Days Lunch Detention assigned ● Restorative Community Project ● Campus beautification during lunch and after-school ● Parent shadow or observation requested (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) ● Parent/Teacher Conference ● Behavior plan meeting ● Referral to Dean of Students ● Loss of Privilege(s) ● Parent conference with the Dean of Students ● Student to present restorative essay during Community Building Time (Advisory/Homeroom)
<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"> ● 1-2 Day loss of after-school program privileges ● 1-2 Day Suspension ● Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD ● 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) ● Temporary or permanent loss of bus privileges based on MWA Bus Rider Agreement 	<ul style="list-style-type: none"> ● 2-3 Day loss of after-school program privileges ● 2-3 Day Suspension ● Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD ● Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA 	<ul style="list-style-type: none"> ● 3-5 Day loss of after-school program privileges (further infractions will result in after-school programming privileges being revoked) ● 3-5 Day Suspension ● Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD ● Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA ● Ongoing disruptive infractions may result in a recommendation for expulsion from MWA

<ul style="list-style-type: none"> Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA 		
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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 Assistant Principal.

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.

Certain aggressive infractions may require that a student be recommended for expulsion - see Suspension and Expulsion Procedures section for a list of non-discretionary offenses.

Aggressive Infraction Examples:

- Unauthorized possession, sale, or otherwise furnishing of any firearm, knife, explosive or other dangerous object
- Intimidation/extortion/ threats
- Hitting, grabbing, shoving another person
- 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

1 st Offense Intervention Range	2 nd Offense Intervention Range	3 rd Offense Intervention Range
<ul style="list-style-type: none"> Immediate referral to Dean of Students Restorative Conference/Circle Call home (parent/guardian notification) Skill development activity/ Assignment 2 Day Lunch Detention assigned Restorative Community Project Campus beautification during Lunch and after-school Parent/Teacher Conference Loss of privilege(s) 	<ul style="list-style-type: none"> Immediate referral to Dean of Students Restorative Conference/Circle Call home (parent/guardian notification) Skill development activity/ assignment 3 Days Lunch Detention assigned Restorative Community Project Campus beautification during lunch and after-school 	<ul style="list-style-type: none"> Immediate referral to Dean of Students Restorative Conference/Circle Call home (parent/guardian notification) Skill Development Activity/ Assignment 5 Days Lunch Detention assigned Restorative Community Project Campus beautification during lunch and after-school Parent/Teacher Conference Behavior plan meeting

<ul style="list-style-type: none"> • Parent conference with the Dean of Students • Student to present restorative essay during Community Building time (Advisory/ Homeroom) • Parent shadow or observation requested 	<ul style="list-style-type: none"> • 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) • Parent/Teacher Conference • Loss of privilege(s) • Parent conference with the Dean of Students • Student to present restorative essay during Community Building time (Advisory Homeroom) 	<ul style="list-style-type: none"> • Loss of Privilege(s) • Parent conference with the Dean of Students • Student to present restorative essay during Community Building time (Advisory/Homeroom) • 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)
<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"> • 1-2 Day loss of after-school program privileges • 1-2 Day Suspension • Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD • Complete substance use/abuse education program (where applicable) • Temporary or permanent loss of bus privileges based on MWA Bus Rider Agreement • Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA 	<ul style="list-style-type: none"> • 2-3 Day loss of after-school program privileges • 2-3 Day Suspension • Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD • Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA 	<ul style="list-style-type: none"> • 3-5 Day loss of after-school program privileges (further infractions will result in after-school programming privileges being revoked) • 3-5 Day Suspension • Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD • Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA • Ongoing aggressive infractions may result in a recommendation for expulsion from MWA

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 Assistant Principal 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 or 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 from an adult,
- 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 from MWA.

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.
- Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia.
- 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 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.

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 through the use of trained dogs. Copies of the MWA Search and Seizure policy can be requested at the middle and upper school Front 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. The parent/guardian would then share their child’s current grade and support needed (e.g. family divorce, grief/loss, concerned about depressive symptoms) in order to connect with the assigned social worker.

Suicide Prevention and Intervention

The Centers for Disease Control and Prevention (“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 MWA’s website or available by request. In order to request, please contact our main office and ask to be connected to your grade level social worker.

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, which have been determined by available research to be at elevated risk for suicide (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"> ● History or signs of depression ● History of mental illness ● History of being abused or mistreated 	<ul style="list-style-type: none"> ● Barriers to mental health services ● Lack of community support ● Homelessness ● A death or relationship breakup 	<ul style="list-style-type: none"> ● Risky health behaviors (e.g. substance abuse, unsafe sex practices, etc.) ● Lack of support from other youth

<ul style="list-style-type: none"> ● History of self-injury ● Tendency to be impulsive ● Major physical illness ● Affective disorders (i.e. mood disorders) ● Previous suicide attempt(s) 	<ul style="list-style-type: none"> ● A job loss or change in financial security ● Feeling unsafe ● Family history of suicide ● High stress family environment or dynamic ● Academic or family crisis ● Easy access to lethal materials 	<ul style="list-style-type: none"> ● Cultural or religious beliefs that suggest suicide as a solution ● Exposure to suicide through the media, family, friends or co-workers ● Unwillingness to seek help ● Non-suicidal self-injury ● Victimization at home or in school ● Difficulty in school, failing grades, bullying others
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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) of Students and a school mental health professional (i.e. MWA 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. This includes:

- 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 of 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 support services team to determine appropriate next steps for support. This may include convening a Student Success Team (SST) meeting or referral to 504 plan or special education if appropriate.

- 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 Operating Officer
4123 Lakeside Drive, Richmond, CA 94806
(510) 262-1511, mwacompliance@mwacademy.org

What Does Federal Law Say Regarding Expectant and/or Parenting Students?

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, including but not limited to:

- Personal information that students share with the Division Social Worker will 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).

Expecting and/or Parenting Students 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:
 Rachel Navarro, Social Worker
 4123 Lakeside Drive, Richmond, CA 94806
 (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 during student registration and re-enrollment. In the case of unaccompanied youth, the 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 following definitions apply:

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, and does, monitor the use of MWA technology including but not limited to email logs and internet histories of students.
- 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 enrollment
- 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 Technology Acceptable Use 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 middle school 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, it can, and will be confiscated.</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</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>

middle school Front Office safe upon arrival to school and picked up at the end of the school day.	
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.	

Visitor Policy/Guidelines

Partnership between MWA, parents/guardians and families is 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 register by providing a formal identification card, reading and signing a copy of the Visitor Policy/Guidelines and returning it to the 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.

All campus visitors must have the prior consent and approval of the school leader or their designee.

Visitors are required to adhere to the following procedures:

- 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, 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

In order 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 Assistant Principal or designee's permission. No recordings may be published publicly.
- 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.

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.

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.

Removal of Visitors

- MWA 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 threat of destruction of property.
- MWA 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 Assistant Principal, 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.
- MWA 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, MWA administration shall inform the visitor that if he/she reenters MWA without following the posted requirements he/she will be guilty of a misdemeanor and will be referred to law enforcement.

- Any visitor that is denied registration or has their registration revoked may request a conference with the Assistant Principal. 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 Assistant Principal within 14 days of the denial or revocation of consent. The Assistant Principal 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 Assistant Principal 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.
- MWA 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. 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 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 the middle school or upper school 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 Incident Commander.

The procedure for the lock down as facilitated by faculty and staff is as follows:

- "Lockdown Campus" 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, they 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 US 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 upper school 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 form 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 Assistant Principal 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

Student Commitment	Parent/Guardian Commitment
<p>As a student I will:</p> <ul style="list-style-type: none"> ● Set goals ● Be a scholar ● Make mistakes and learn from them ● Arrive at school on time ready to learn ● Reflect on and evaluate my performance ● Act with truthfulness, kindness, and respect ● Treat all people with respect, kindness, and dignity ● Put forth my best effort to be the best Wave-Maker I can be ● Discover and develop my voice, my talents, and my strengths ● Discover and develop my value to the group, MWA, and the community ● Take responsibility for my actions, my relationships, my community, and my environment ● Follow all policies and rules <hr/> <p>Student Name (Print)</p> <hr/> <p>Student Signature</p> <hr/> <p>Date</p>	<p>As a parent/guardian I will:</p> <ul style="list-style-type: none"> ● Take primary responsibility for behavior management ● Work with school officials to resolve any behavior management incident in a patient, objective, and fair manner ● 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 ● Attend parent/guardian -conference sessions and mandatory monthly meetings ● Actively monitor and assist with my student's progress ● Communicate and work closely with MWA staff ● Communicate with all MWA staff in a professional and respectful manner ● Follow all policies and rules <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:

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.

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 including at a minimum:

1. Whether the student’s teacher:
 - a. Has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
 - b. Is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
 - c. Is teaching in the field of discipline of the certification of the teacher; and
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Upon request, MWA will provide the information to the parents/guardians in a timely manner. Parents/guardians may contact Human Resources (humanresources@mwacademy.org) to obtain this information.

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/ose/osh/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:
 - o <https://studentaid.gov/h/apply-for-aid/fafsa>
- The California Dream Act Application and information regarding the California Dream Act are available at:
 - o <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 [Interscholastic Athletics](#) and [MS Athletics](#) pages 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 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 the athlete 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.

Opioid Information Sheet

MWA annually provides each athlete with an Opioid Factsheet for Patients published by the Centers for Disease Control and Prevention. The athlete and, if the athlete is 17 years of age or younger, the athlete's parent or guardian shall sign a document acknowledging receipt of the Opioid Factsheet for Patients and return that document to MWA before the athlete initiates practice or competition. The fact sheet is available at:

<https://www.cdc.gov/drugoverdose/pdf/AHA-Patient-Opioid-Factsheet-a.pdf>

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.

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.

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 Code sections 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'/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>

Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

MWA will provide an information sheet regarding type 1 diabetes to the parent or guardian of a student when the student is first enrolled in elementary school, pursuant to Education Code Section 49452.6. The information sheet may include, but shall not be limited to, all of the following:

1. A description of type 1 diabetes.
2. A description of the risk factors and warning signs associated with type 1 diabetes.
3. A recommendation that parents or guardians of students displaying warning signs associated with type 1 diabetes should immediately consult with the student's primary care provider to determine if immediate screening for type 1 diabetes is appropriate.
4. A description of the screening process for type 1 diabetes and the implications of test results.
5. A recommendation that, following a type 1 diagnosis, parents or guardians should consult with the pupil's primary care provider to develop an appropriate treatment plan, which may include consultation with and examination by a specialty care provider, including, but not limited to, a properly qualified endocrinologist.

A copy of the information sheet regarding type 1 diabetes is available at: [\[INSERT CDE LINK WHEN AVAILABLE\]](#). Please contact the office if you need a copy of this information sheet or if you have any questions about this information sheet.

Use of Student Information Learned from Social Media

MWA complies with all federal, state, and local guidelines regarding the gathering and/or maintenance of information about any enrolled student obtained from social media in the student's educational record. MWA gathers student information from social media. Such information shall be maintained in MWA's records with regard to the student and shall be destroyed within one (1) year after a student turns 18 years of age or within one (1) year after the student is no longer enrolled in MWA, whichever occurs first. A non-minor student or a student's parent or guardian may access the student's records for examination of the information, request the removal of information or corrections made to information gathered or maintained by MWA by contacting the Assistant Principal.

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, and/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:

Dr. Tierra Parker
 Senior Dean of Students
 tparker@mwacademy.org
 4123 Lakeside Drive
 Richmond, CA 94806
 (510) 262-1511

For Employees:

Fe Campbell
Director of Human Resources
fcampbell@mwacademy.org
4123 Lakeside Drive
Richmond, CA 94806
(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 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 Policy, 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 MWA 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 and any person who facilitates an informal resolution process 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 decision-maker(s) will not be the same person(s) as the Coordinator, the investigator or the decision-maker(s) for the appeal.
- 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 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.
- Within five (5) business days of MWA's written decision or dismissal of the complaint, the complainant or respondent may submit a written appeal to the Coordinator.
- The decision-maker(s) for the appeal will not be the same person(s) as the Coordinator, the investigator or the initial decision-maker(s).
- The complainant and respondent may appeal from a determination regarding responsibility, and from MWA's dismissal of a formal complaint or any allegations therein, on the following bases:
 - Procedural irregularity that affected the outcome of the matter;
 - New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
 - The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- 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 education records prior to a student's enrollment.

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:

Dr. [Tierra Parker](#)
Senior Dean of Students
4123 Lakeside Drive
Richmond, CA 94806
(510) 262-1511
tparker@mwacademy.org

For Employees:

Elizabeth Martinez
Chief Operating Officer
mwacompliance@mwacademy.org
4123 Lakeside Drive
Richmond, CA 94806
(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 of 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

Directory information is information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. 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, consultant, vendor, 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, therapist, or contracted provider of digital educational platforms and/or services; 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 parent or eligible 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 Assistant Principal. Within five (5) business days, MWA shall comply with the request.

Copies of Education Records

MWA will provide copies of requested documents within five (5) 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

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.

If the Chief Executive Officer or their designee sustains the parent or eligible student's request to change the student's name and/or gender, MWA shall add a new document to the student's record that includes all of the following information, which shall be indefinitely maintained in a confidential manner by MWA:

- a. The date of the request.
- b. The date the requested records were corrected.
- c. A list of the records requested to be corrected.
- d. The type of documentation, if any, provided to demonstrate a legal change to the student's name and/or gender. The parent or guardian of the student is not required to provide documentation of a legal change to the student's name and/or gender.
- e. The name of the employee who completed the request.
- f. The student's corrected and former names and/or genders.

MWA shall immediately update a former student's records to include the student's updated legal name or gender if MWA receives government-issued documentation demonstrating that the former student's legal name or gender has been changed. Acceptable government issued identification includes but is not limited to:

- a. State-issued driver's license.
- b. Birth certificate.
- c. Passport.
- d. Social security card.
- e. Court order indicating a name change or a gender change, or both.

If requested by the former student, MWA shall reissue any documents conferred upon the former student with the former student's updated legal name or gender. Documents that may be reissued by MWA include, but are not limited to, a transcript, a high school diploma, a high school equivalency certificate, or other similar documents conferred upon the former student.

If a former student requests that their name or gender be changed and the requested records are reissued, MWA shall add a new document to the former student's file that includes all of the following:

- a. The date of the request.
- b. The date the requested records were reissued to the former student.
- c. A list of the records that were requested by, and reissued to, the former student.
- d. The type of documentation provided by the former student in order to demonstrate the legal name or gender change.
- e. The name of the MWA staff person that completed the request
- f. The current and former name or gender of the former student.

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 record on the grounds that the information contained in the education record is inaccurate, misleading or in violation of the privacy rights of the student.

The Chief Executive Officer or the MWA 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 Assistant Principal 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 five (5) 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 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.
- Federal, state and local government agencies for required compliance/state reporting requirements
- Third party vendors for the purposes of providing instruction

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 Assistant Principal, 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 ensure 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, citizenship, 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 Assistant Principal 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.

5. 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.
6. 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.
7. 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, mwacompliance@mwacademy.org
8. 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 middle school and upper school 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. | <input type="checkbox"/> Students from Military Families |
| | <input type="checkbox"/> Pregnant, Parenting or Lactating students | <input type="checkbox"/> Migratory students |
| | <input type="checkbox"/> Every Student Succeeds Act | |

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:

- | | | |
|---------------------------------|--|---|
| Age | Gender / Gender Expression / Gender Identity | Sex (Actual or Perceived) |
| Ancestry | Genetic Information | Sexual Orientation (Actual or Perceived) |
| Color | Nationality/National Origin | Based on association with a person or group with one or more of these actual or perceived characteristics |
| Disability (Mental or Physical) | Race or Ethnicity | |
| Ethnic Group Identification | Religion/Religious Affiliation | |
| Immigration Status/Citizenship | Marital Status | |
| 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.

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?

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, mwacompliance@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):

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 hours and 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, and
- 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 a 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, and
- 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 respectful and timely manner,
- Propose, participate, and recommend conferences with parents/guardians, counselors and administrators concerning students with serious behavioral problems,
- Report to the Assistant Principal or deans all serious or willful acts of misconduct by students and other individuals, and

- If appropriate, give detentions for tardiness, unexcused absences, minor behavior infractions, or institute other appropriate consequences for these kinds of behaviors.

Administrator Responsibilities

- MWA administration shall inform 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 listed in this Policy. MWA 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, and
- 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, expulsion or involuntary removal.

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 applicable provisions of 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 Assistant Principal or designee's concurrence.

Non-Discretionary Suspension and Expellable Offenses

Students must be suspended and recommended for expulsion 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 Assistant Principal 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 Assistant Principal or the Assistant Principal'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 Assistant Principal 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 MWA 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 MWA 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 Assistant Principal 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 Assistant Principal 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 Assistant Principal 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 Assistant Principal 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 MWA 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 MWA Board of Directors shall be made within ten (10) school days following the conclusion of the hearing (the decision of the MWA 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 MWA 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 the complaining witness 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 the complaining witness 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 the complaining witness 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 the complaining witness 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 they believe 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 MWA 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 Assistant Principal or designee, following a decision of the MWA Board of Directors to expel, shall send written notice of the decision to expel, including the MWA 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 Assistant Principal 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 MWA Board of Directors following a meeting with the Assistant Principal 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 Assistant Principal or designee shall make a recommendation to the MWA Board of Directors following the meeting regarding the Assistant Principal'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 Assistant Principal 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 L: Homeless Youth Annual Notice

The term “homeless children and youth” means individuals who lack a fixed, regular and adequate nighttime residence. 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)):

[Rachel Navarro](#)

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/>

Housing Questionnaire

MWA shall administer a housing questionnaire for purposes of identifying homeless children and youth. MWA shall ensure that the housing questionnaire is based on the best practices developed by the CDE. MWA shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at MWA. The housing questionnaire shall include an explanation of the rights and protections a student has as a homeless child or youth or as an unaccompanied youth. The housing questionnaire shall be available in paper form. The housing questionnaire shall be available in English, and if fifteen (15) percent or more of the students enrolled at MWA speak a single primary language other than English, it shall also be written in the primary language. The questionnaire shall be translated into other languages upon request of a student's parent/guardian or an unaccompanied youth. MWA shall collect the completed housing questionnaires and annually report to the CDE the number of homeless children and youths and unaccompanied youths enrolled.

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 M: Foster Youth Annual Notice

Definitions: For the purposes of this annual notice the terms are defined as follows:

1. "Foster youth" means any of the following:
 - a. A child who is the subject of a petition filed pursuant to California Welfare and Institutions Code ("WIC") section 309 (whether or not the child has been removed from the child's home by juvenile court).
 - b. A child who is the subject of a petition filed pursuant WIC section 602, has been removed from the child's home by the juvenile court, and is in foster care.
 - c. A nonminor under the transition jurisdiction of the juvenile court, as described in WIC section 450, who satisfies all of the following criteria:
 - i. The nonminor has attained 18 years of age while under an order of foster care placement by the juvenile court.
 - ii. The nonminor is in foster care under the placement and care responsibility of the county welfare department, county probation department, Indian tribe, consortium of tribes, or tribal organization.
 - iii. The nonminor is participating in a transitional independent living case plan.
 - d. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court. MWA shall not require an Indian tribe or tribal court representative to certify that any student is a dependent of an Indian tribe, consortium of tribes, or tribal organization.
 - e. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
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. This 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/guardian."

Foster and Mobile Youth Liaison: The Chief Executive Officer or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

[Rachel Navarro](#)
 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/guardian 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 in their best interest. MWA will immediately enroll a foster youth, currently migratory child or child of a military family seeking re-enrollment 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/guardian, 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/guardian 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

FPA Solutions Agreement

Section: IV. Action Items
Item: D. FPA Solutions Agreement
Purpose: Vote
Submitted by:
Related Material: Forensic Psych. Services_MWA Phase I 4_22[1]_Redacted.pdf



Proposal for Comprehensive Forensic Psychological Services Phase I of Treatment

Created by Dr. Shawn L. Frugé, CEO
Frugé Psychological Associates, Inc.

April 4, 2022

OVERVIEW

Dr. Evangelia Ward-Jackson, MWA Director, requested that FPA draft a proposal to provide Comprehensive Forensic Psychological Services (CFTS) [REDACTED] WMs will undergo CFTS in accordance with principles and standards of the American Psychological Association and American College of Forensic Psychology. For this proposal, CFTS consist of five highly interdependent components: (1) assessment, (2) evidenced based psychotherapy, (3) crisis support, (4) parent consultation, and (5) MWA staff consultation. These interventions are primarily delivered by doctorate level, licensed forensic and clinical psychologists.

ASSESSMENT

Consistent with scientific literature speaking to WMs' specific traumatic exposure, they are administered the Beck Youth Inventories II, Multidimensional Anxiety Scale for Children II, Columbia University Metacognitive PTSD Scale, PCL-5 Questionnaire, How I Think Questionnaire, and FPA Symptom Checklist at the beginning and end of each phase of treatment. The aforementioned instruments are ordinal, summative measures of general psychological health, residual effects of trauma, and cognitive distortions predicative of social-emotional maturity and future juvenile delinquency. Students also undergo clinical and diagnostic interviews and expanded mental status examinations.

Data from assessment are used to render diagnosis (per the Diagnostic & Statistical Manual for Mental Disorders, Fifth Edition), clinical formulation, forensic case conceptualization, and strategic treatment planning. Both individual and group analyses are conducted to determine statistically significant improvements and effect sizes along with degree of trajectory change related to psychiatric impairment. Upon request of MWA's CEO or Board of Directors, permission of legal guardians, and assent of WMs, these data are aggregated, organized, and presented with non-identifiers to the responsible fiduciary party.

EVIDENCE BASED PSYCHOTHERAPY

WMs participate in Trauma Focused Cognitive Behavioral Treatment (TF-CBT) with integrated features of PMSC and Developmental Relation Therapy. These are evidenced based forms of psychotherapy that will be delivered in a group format. The TF-CBT group

meet for ninety (90) minutes, twice (2) per week. Goals and outcomes of TF-CBT are determined based upon confirmed DSM-5 diagnoses and other assessment results.

CRISIS SUPPORT

Crisis support sessions are offered to WM's during instances of extreme emotional reactivity between TF-CBT group sessions. Emotional reactivity is understood as non-compliance, tearfulness, behavioral withdrawal, unsolicited sexual advancement, and aggression along with suicidal and homicidal ideation in response to internal and external triggers. Objectives of crisis support sessions are psychiatric stabilization and increased coping.

PARENT CONSULTATION

Parent consultation sessions are offered once (1) per month for ninety (90) minutes. Legal guardians are provided with clinical updates and educated about different phases of TF-CBT. They are advised on ways to communicate, bond, and reinforce coping techniques in home and community settings.

MWA STAFF CONSULTATION

MWA staff are provided with insights about external triggers at MWA along with motivation driving WMs' behavioral transgressions. FPA staff will support MWA personnel in developing and modifying support plans for WMs. MWA staff consultation happen in individual or group modalities from fifteen (15) to sixty (60) minutes as warranted throughout the school week.

SERVICE, HOURS & FEES: PHASE I TREATMENT

Services will take place May 1, 2022 – July 29, 2022

Service	Hours	Hourly Rate	Flat Fee	Total
Post-Assessment			\$2,500	\$17,500
Psychotherapy	27	\$385		\$10,395
Treatment Planning	12	\$385		\$4,620
Crisis Support	24	\$385		\$9,240
Parent Consultation	4	\$385		\$1,540
Staff Consultation	14	\$385		\$5,390
Grand Total: Phase I	81			\$48,685

[REDACTED]
Tel: 888.345.0934 | Fax: 510.596.1735
info@fpasolutions.com | www.fpasolutions.com

FPA Service Proposal
April 4, 2022

Page 3 of 3
CFPS

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Shawn L. Frugé", with a long horizontal line extending to the right.

Dr. Shawn L. Frugé, QME
Chief Executive Officer

Coversheet

A-G Completion Improvement Grant Program

Section: IV. Action Items
Item: E. A-G Completion Improvement Grant Program
Purpose: Vote
Submitted by: Jon Siapno

Related Material:

Contra Costa College_Dual Enrollment Planning Timeline.pdf

A-G Completion Improvement Grant Program, Plan for Making Waves Academy 02.28.2022 jss (2)
.docx

BACKGROUND:

Making Waves Academy is projected to receive \$291,377 pursuant to the A-G Completion Improvement Grant Program (EC 41590). The purpose of the grant is to help increase the number of high school students who graduate from high school with A-G eligibility. The funds will be available for use through the 2025-26 school year. Making Waves Academy seeks to use this funding to expand access to coursework to satisfy A-G course requirements by establishing new partnerships with post-secondary educational institutions.

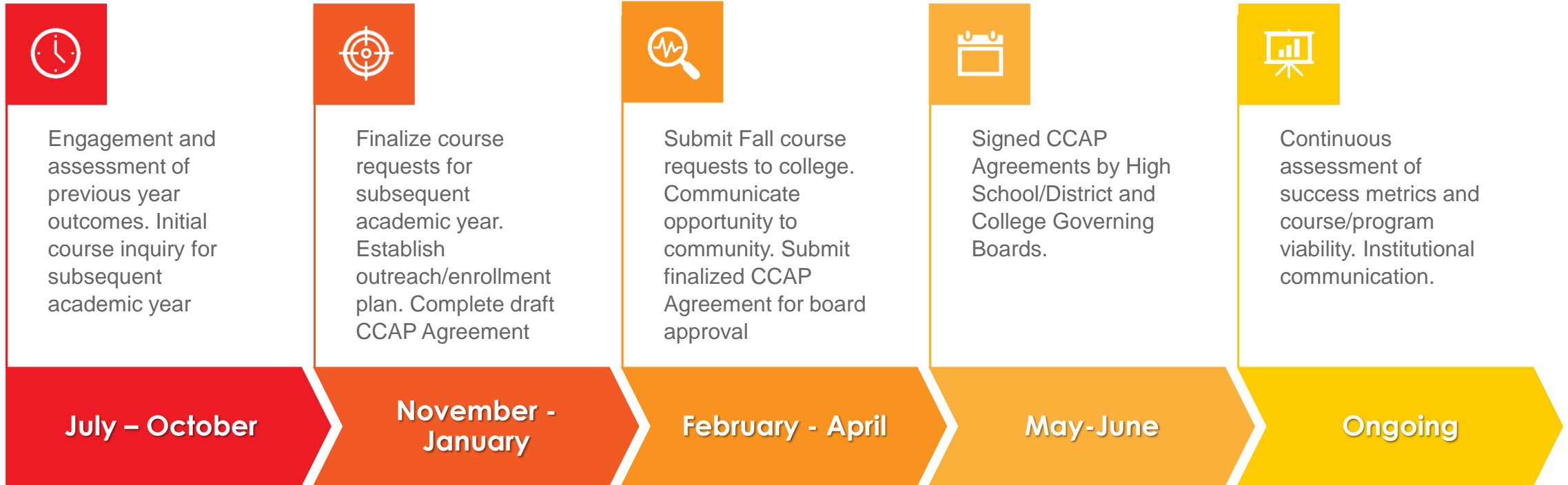
If this proposal is approved, the grant funding will be used as seed capital to launch a three-year test-and-learn for dual enrollment, giving students the opportunity to earn up to two years of college credits while completing high school diploma requirements. 6-12 months before the test-and-learn period ends, the continuation of the program would be contingent upon demonstrating satisfactory metrics and answering key questions.

Community input collected at a public board meeting held on March 10, 2022 necessitated revisions to our original plan.

RECOMMENDATION:

Making Waves Academy recommends that the board approve our A-G Completion Improvement Grant plan to start a dual enrollment program. Fiscal impact: not to exceed \$35,000 per year for the first three years, then approximately \$140,000 annually thereafter.

Dual Enrollment Timeline



Fall Enrollment
 Final enrollment and registration for Fall Semester. Finalize Spring schedule. Provide progress report on currently enrolled students

Spring Enrollment
 Use data from progress reports to support student enrollments into Spring and Summer courses.
 Identify dates and milestones for Summer Enrollment Campaign. Finalize summer cohort begin Summer enrollments.

Summer Enrollment
 Use data from progress reports to support student enrollments into Fall courses Finalize Fall enrollment cohorts begin Fall enrollment. Collect and analyze student success data from previous academic year.



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A-G Completion Improvement Grant Program (EC 41590) Plan for Making Waves Academy

What?

Making Waves Academy is projected to receive \$291,377 pursuant to the A-G Completion Improvement Grant Program (EC 41590). The purpose of the grant is to help increase the number of high school students who graduate from high school with A-G eligibility. The funds will be available for use through the 2025-26 school year.

So what?

Making Waves Academy seeks to use this funding to expand access to coursework to satisfy A-G course requirements by establishing new partnerships with post-secondary educational institutions through a dual enrollment program. A dual enrollment program at Making Waves Academy would provide students the opportunity to earn up to two years of college credits while completing high school diploma requirements. Through a College and Career Access Partnership (CCAP¹) Agreement with a participating community college district, Making Waves Academy would be able to offer community college courses to participating high school students during the school day, while keeping enrollment closed to the general public (AB 288²).

Community input collected at a public board meeting held on March 10, 2022 necessitated revisions to our original plan. A student survey was also conducted as a recommendation from the board meeting.

Now what?

Making Waves Academy recommends that the board approve our A-G Completion Improvement Grant plan to start a dual enrollment program. Fiscal impact: not to exceed \$35,000 per year for the first three years, then approximately \$140,000 annually thereafter.

¹ A College and Career Access Partnership (CCAP) Agreement is an agreement or contract between a community college and K12 school district that documents how the partners will provide college and career pathways to students for the purpose of offering or expanding dual enrollment opportunities for students who may not already be college bound or who are underrepresented in higher education.

² Assembly Bill 288 (2015) authorizes the governing board of a community college district to enter into a College and Career Access Pathways (CCAP) partnership with the governing board of a school district with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, or helping high school pupils achieve college and career readiness. The bill requires the partnership agreement to outline the terms of the partnership, as specified, and to establish protocols for information sharing, joint facilities use, and parental consent for high school pupils to enroll in community college courses.



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Table 1. Revisions based on community input.

In order to ensure community and stakeholder input, the plan shall be discussed at a regularly scheduled meeting by the governing board of the school district, county board of education, or governing body of the charter school and adopted at a subsequent regularly scheduled meeting.

Community input collected at a public board meeting held on March 10, 2022 necessitated revisions to our original plan. A student survey was also conducted as a recommendation from the board meeting. The revised plan was completed on April 1, 2022.

Three essential questions emerged from the public discussion. The plan now reflects revisions in response to these questions, but are highlighted below for ease of reference.

- 1. What is the value proposition for this particular dual enrollment program?**
 - a. The primary value proposition of this dual enrollment program is to increase college completion rates among our college-bound graduates through early credit accumulation. A dual enrollment program at Making Waves Academy would provide students the opportunity to earn up to two years of college credits while completing high school diploma requirements.

- 2. What does student interest look like for a dual enrollment program?**
 - a. Based on a March 2022 survey, 86 upper school students – almost equivalent in size to the current graduating class at Making Waves Academy – have expressed interest in participating in an early college credit program.

- 3. What are the ongoing projected expenses for continuing the dual enrollment program after the grant funding depletes?**
 - a. The fiscal impact of a dual enrollment program is not to exceed \$35,000 per year for the first three years, then approximately \$140,000 annually thereafter.

The A-G Completion Improvement Grant plan is scheduled for vote and adoption at a subsequent public board meeting, scheduled on May 5, 2022.

If in its implementation a dual enrollment program becomes impossible or impractical to continue, or if unforeseen or unavoidable circumstances would result in insurmountable delay or expense, the grant would be used towards expanding options for credit recovery or elective courses to supplement, not supplant, current services.



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Table 2. Description of use of funds.

A grant recipient shall develop a plan on or before April 1, 2022, describing how the funds received under this section will increase or improve services for unduplicated pupils to improve A–G eligibility, including information about the number of pupils identified for opportunities to retake courses pursuant to paragraph (2) of subdivision (e).

Making Waves Academy developed its original plan for the A-G Completion Improvement Grant Program on February 17, 2022. Following community input and discussion at a public board meeting, the revised plan was completed on April 1, 2022.

Making Waves Academy seeks to use this funding to expand access to coursework to satisfy A-G course requirements by establishing new partnerships with post-secondary educational institutions through a dual enrollment program.

The primary value proposition of a dual enrollment program is to increase college completion rates among our college-bound graduates through early credit accumulation. A dual enrollment program at Making Waves Academy would provide students the opportunity to earn up to two years of college credits while completing high school diploma requirements.

Through a College and Career Access Partnership (CCAP) Agreement with a participating community college district, Making Waves Academy would be able to offer community college courses to participating high school students during the school day, while keeping enrollment closed to the general public (AB 288).

All students will have the option to enroll in courses offered through the dual enrollment program, including 176 students currently identified as needing to retake courses.

If in its implementation a dual enrollment program becomes impossible or impractical to continue, or if unforeseen or unavoidable circumstances would result in insurmountable delay or expense, the grant would be used towards expanding options for credit recovery or elective courses to supplement, not supplant, current services.



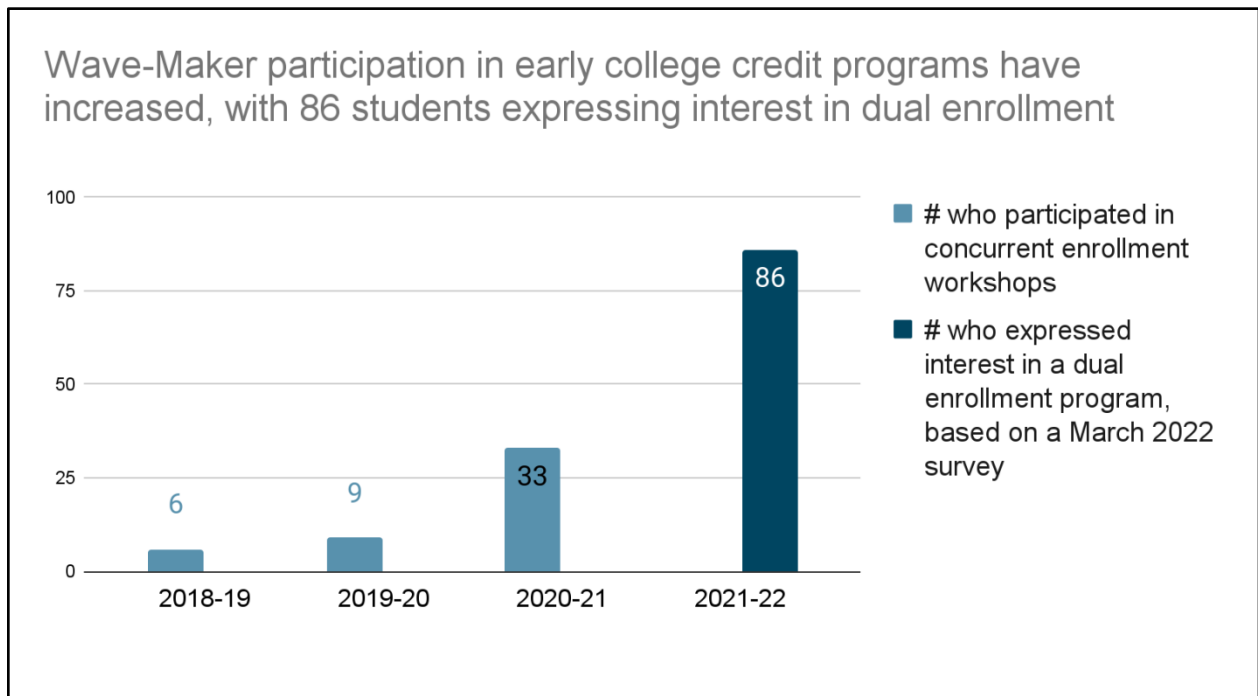
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Table 3. Student interest.

Based on a March 2022 survey, 86 upper school students – almost equivalent in size to the current graduating class – have expressed interest in participating in an early college credit program at Making Waves Academy.

When asked why, the top reasons were to help confirm their career pathway, to experience college-level rigor, and to save money on college tuition.

When asked what subjects they would study, business and science ranked highest, followed by arts and communication.





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Table 4. Proposed budget.

To launch a dual enrollment program at Making Waves Academy, grant funding will be used towards instructional materials, professional development, and hiring a full-time administrator. The administrator will plan, organize, and provide oversight for all functions and activities related to dual enrollment, concurrent enrollment, and related initiatives. 2022-23 will be a planning year, with the first cohort of students beginning in 2023-24.

	2022-23	2023-24	2024-25	2025-26
	<i>Planning year</i>	<i>Year 1</i>	<i>Year 2</i>	<i>Year 3</i>
Revenues				
A-G Completion Improvement Grant	\$97,125.66	\$97,125.66	\$97,125.66	\$0
Expenses				
Certificated pupil support administrator salary, health and welfare benefits and insurance, and taxes	\$115,154	\$118,608.62	\$122,166.88	\$125,831.89
Instructional materials	\$5,000	\$5,000	\$5,000	\$5,000
Conferences and professional development	\$4,000	\$4,000	\$4,000	\$4,000
Funds to be raised	(\$27,028.34)	(\$30,482.96)	(\$34,041.22)	(\$134,831.89)



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Table 5. Supplement, not supplant.
<p><i>The plan shall include information regarding how the plan and described services supplement, and do not supplant, those services identified in the school district’s local control and accountability plan required pursuant to Section 52060, the county superintendent of schools’ local control and accountability plan required pursuant to Section 52066, or the charter school’s local control and accountability plan required pursuant to Section 47605 or 47605.6 and Section 47606.5, and the local educational agency’s learning recovery program plan adopted pursuant to Section 43522.</i></p>
<p>Making Waves Academy does not currently offer a dual enrollment program, therefore use of this grant to develop such an opportunity would supplement, not supplant, our current services.</p>

Table 6. Nondiscrimination policy.
<p><i>The plan shall also include a description of the extent to which all pupils within the local educational agency, particularly unduplicated pupils, will have access to A–G courses approved by the University of California.</i></p>
<p>All students at Making Waves Academy may participate in our dual enrollment program, which, pursuant to Education Code Section 41590, is designed to help increase the number of high school students who graduate from high school with A-G eligibility.</p> <p>In accordance with our institutional goals, the dual enrollment program at Making Waves Academy remains committed to using funding from the A-G Completion Improvement Grant to expand access to coursework to satisfy A-G course requirements by establishing new partnerships with post-secondary educational institutions.</p> <p>Our dual enrollment program is compliant with our school nondiscrimination policy.</p> <p>MWA does not discriminate against any student or employee on the basis of actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, citizenship, immigration status, religion, religious affiliation, sexual orientation, or any other characteristic that is contained in the definition of hate crimes in the California Penal Code.</p> <p>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”).</p>



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

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

Table 7. Mid-cycle report.
<i>A grant recipient shall report to the Superintendent on or before December 31, 2023, on how they are measuring the impact of the funds received under this section on their A–G completion rate, as identified within their plan, and the outcomes based on those measurements.</i>
Making Waves Academy plans to prepare a mid-cycle report on the A-G completion rate, as identified within our plan, and the outcomes based on those measurements.



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Table 8. Report to legislature.

The department shall compile the information reported pursuant to this subdivision and submit a report to the appropriate policy and fiscal committees of the Legislature on or before April 30, 2024, and shall update the state board on the contents of that report at a regularly scheduled meeting of the state board.

Not applicable to Making Waves Academy.

Table 9. Final report.

A grant recipient shall report to the Superintendent on or before August 31, 2026, on final outcomes that measure the impact of the funds received under this section on their A–G completion rate.

Making Waves Academy plans to prepare a report on the final outcomes related to our A-G completion rate.



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Table 10. Examples of dual enrollment courses offered by Contra Costa College through neighboring high schools.

Date	Course	Secondary Course	High School	Type
Fall 2019	CIS 166A	Basic Web Page Development	De Anza HS	Articulated
Fall 2019	MEDIC 150	Medical Terminology	De Anza HS	Dual Enrollment
Fall 2019	ENGL 1A	Composition and Reading	Mare Island Tech	Dual Enrollment
Spring 2020	COUNS 120	Managing College Success	Aspire Academy	
Spring 2020	ADJUS 135	Law and Democracy	De Anza HS	Dual Enrollment
Spring 2020	CIS 166B	Advanced Webpage Development	De Anza HS	Dual Enrollment
Spring 2020	MEDIC 206	EHRs and Computer Applications	De Anza HS	Dual Enrollment
Spring 2020	CIS 166A	Basic Web Page Development	El Cerrito HS	Dual Enrollment
Spring 2020	CIS 166B	Advanced Webpage Development	El Cerrito HS	Dual Enrollment
Spring 2020	Coun 140	Job Strategies	Greenwood	Dual Enrollment
Spring 2020	BOT 210A	Keyboard Skills through Word Processing	Kennedy HS	Dual Enrollment
Spring 2020	CIS 166A	Basic Web Page Development	Kennedy HS	Articulated
Spring 2020	CIS 166B	Advanced Webpage Development	Kennedy HS	Articulated
Spring 2020	CIS 190B	Windows Fundamentals	Kennedy HS	Dual Enrollment
Spring 2020	ENGL 1C	Critical Thinking and Advanced Composition	Mare Island Tech	Dual Enrollment
Spring 2020	ENGIN 112	Introduction to Engineering	Pinole Valley HS	Articulated
Spring 2021	ADJUS 135	Law and Democracy	Richmond HS	Dual Enrollment
Spring 2022	ENGIN 112	Introduction to Engineering	Richmond HS	Articulated
Summer 2019	MATH 164	Introduction to Probability and Statistics	Mare Island Tech	
Summer 2019	SPCH 120	Public Speaking	Mare Island Tech	



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Table 11. A draft timeline for Year 1 (AY 2022-23).

Task	Owner	Due Date
Initial course inquiry for subsequent academic year	Early College Administrator	07/01/2022
Utilize AY22 student survey to gauge interest in potential Dual Enrollment courses	Early College Administrator	8/01/2022
Collaborate with DAIs to identify potential Dual Enrollment courses and begin planning on CCAP agreement	Early College Administrator	9/01/2022
Develop Dual Enrollment Policy for students	Early College Administrator	9/01/2022
First round – meet with Finance Team and Contra Costa College to discuss apportionment	Early College Administrator	9/01/2022
Prepare a share-out for the Curriculum and Instruction Review Advisory Committee (CIRAC)	Early College Administrator	10/01/2022
Finalize course requests for the subsequent academic year	Early College Administrator	11/01/2022
Establish outreach and enrollment plan	Early College Administrator	11/01/2022
Second round – meet with Finance Team and Contra Costa College to discuss apportionment	Early College Administrator	11/01/2022
Complete draft of CCAP agreement	Early College Administrator	11/01/2022
Convene content teams, DAIs, Contra Costa College to discuss curriculum alignment	Early College Administrator	12/01/2022
Develop and deliver info sessions and marketing materials regarding Dual Enrollment opportunities	Early College Administrator	12/01/2022
Work with Academic Advising Coordinator to include Dual Enrollment course on Course Selection form for AY 23-24	Early College Administrator	12/01/2022
Develop timeline/checkpoints of required elements students must complete to take part in Dual Enrollment.	Early College Administrator	01/01/2023
Identify students that selected a Dual Enrollment course and prepare an in-depth Dual Enrollment workshop to provide overview of the opportunity, commitment, and process from registration to the first day of courses.	Early College Administrator	01/01/2023



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Submit student course requests to Contra Costa College	Early College Administrator	02/01/2023
Making Waves Academy votes for approval of the CCAP agreement	Early College Administrator	02/01/2023
Contra Costa College votes for approval of the CCAP agreement	Early College Administrator	02/01/2023
Confirm teacher	Early College Administrator	
Designee of Making Waves Academy signs the CCAP agreement	Early College Administrator	05/01/2023
Designee of Contra Costa College countersigns the CCAP agreement	Early College Administrator	05/01/2023
Plan curriculum and lessons for supplemental study classes to support Dual Enrollment students	Early College Administrator	06/01 - 7/01/2023
First day of dual enrollment class at Making Waves Academy	Early College Administrator	08/16/2023

Coversheet

SPG Addendum Contract

Section: IV. Action Items
Item: F. SPG Addendum Contract
Purpose: Vote
Submitted by: Karen Snider
Related Material: 2021-2022 Making Waves Behavior Projection Revised 3.8.22 (002).pdf

BACKGROUND:

MWA currently contracts with Speech Pathology Group (SPG) for special education services during the 2021-2022 school year. SPG provides occupational therapy and physical therapist to MWA special education students. This addendum adds additional behavioral restraint trained special education aide services to the existing contract.

RECOMMENDATION:

Approval of addendum and additional funds for behavior restraint trained aide provides compliance-based support for special education student and promotes school, staff, and student safety.

Making Waves Academy: Projection for 2021-22 **Addendum B Behavioral Services** As of: **3/8/2022**

Fall Spring School Based Behaviorists

Student*	Dates of Service	Services	Hours per Day***	Days per Week	Hours per Week	Site	21-22 BAC Rate	Amount
1 Student	1/18/22-6/8/22	R/BT** Classroom Support including 2-hour Monthly Meeting to discuss Student	6	5	30-32	JeEs	\$93.00	\$ 56,358.00
		BCBA - R/BT Supervision & Ongoing Case Support	Bank of 75 hours (approximately 10-15 hours per month)				\$157.00	\$ 11,775.00
							Fall/Spring Projection: \$ 68,133.00	
							Total 2021-2022 Projection:	

Contractor agrees to provide each RBT with supervision by a Board Certified Behavior Analyst BCBA Supervisor.

The Speech Pathology Group (NPA) and the LEA (District) understand that it is the District's responsibility to provide training for contracted staff pertaining to the District's policies and procedures, including but not limited to: SEIS, Progress Reporting, Attendance Registers, etc.

*In the event that a Student is absent, the RBT will contact the BCBA Supervisor as soon as possible. The RBT would be required to: first, substitute for an absent SPG RBT contracted within the District, second, assist case managers or site staff within the District, third, substitute for a District behavior technician, or fourth, complete any data entry or prepare activities for his/her assigned student.

**In the event that a RBT is absent, the RBT will inform the school site(s) by contacting the secretary, the student's teacher and their BCBA Supervisor. NPA will make every effort to provide a substitute. If no SPG substitute is available, the District will provide a sub.

RBTs must be offered a 10-minute rest break for every two hours worked, to be taken approximately in the middle of each four-hour work period. RBTs who work more than six hours are entitled to two 10-minute rest breaks, one in the morning and one in the afternoon. A 30-minute non-billable meal break is provided to any RBT working more than five hours per day and must be taken no later than 4 hours and 59 minutes into their shift. It is the District's responsibility to provide coverage for RBTs' students during these break times. In the event an RBT is unable to take a 30-minute lunch break due to the District's inability to provide coverage, the District will be billed 1 hour to cover the penalty SPG will incur for the missed meal period.

***If at the District's request an RBT exceeds an 8-hour day, the District will be charged 1.5 times the regular hourly rate to cover the overtime costs incurred by SPG.

Susan Stark 3/8/2022

 Susan Stark, M.S., CCC-SLP, President Date
 The Speech Pathology Group, Inc.

 Making Waves Academy: Date

Coversheet

Making Waves Foundation School Lease Agreement 2022-23

Section: IV. Action Items
Item: G. Making Waves Foundation School Lease Agreement 2022-23
Purpose: Vote
Submitted by: Hung Mai
Related Material:
Making Waves Foundation School Rental Agreement FY2023-4.27.2022-hm.pdf

BACKGROUND:

2022-23 School Lease Agreement. Alicia Malet Klein is serving on both Making Waves Academy and Making Waves Foundation, Inc. Board of Directors. Ms. Klein will recuse herself from the voting on the Making Waves Foundation, Inc. and Making Waves Academy school lease.

RECOMMENDATION:

We recommend the MWA Board review and approve the 2022-23 school lease agreement.

Fiscal Impact: \$1,840,838

LEASE

(MWA Middle School and Upper School)

This Lease supersedes and replaces Prior Lease Agreement by and between the Landlord and Tenant. Said Prior Lease is null and void as of the date of this Lease agreement and is replaced entirely with this Lease.

Basic Lease Information

Revision Lease Date:	March 11, 2022
Landlord:	Making Waves Foundation, Inc.
Tenant:	Making Waves Academy
Buildings (section I.I):	MS-1 - 4285 Lakeside Drive, Richmond, CA 94806 MS-2 - 4175 Lakeside Drive, Richmond, CA 94806 MS-Gym - 4165 Lakeside Drive, Richmond, CA 94806 US-1 - 4123 Lakeside Drive, Richmond, CA 94806 US-2 - 4131 Lakeside Drive, Richmond, CA 94806 US-3 - 4145 Lakeside Drive, Richmond, CA 94806 US-4 - 4155 Lakeside Drive, Richmond, CA 94806 US-Gym – 4075 Lakeside Drive, Richmond, CA 94806
Campus	The Building and the land surrounding the Building and outlined on Exhibit A.
Premises (section I.I):	100% of the space within the Building
Lease Term (section 2.1):	The period commencing on the Commencement Date and ending on the Expiration Date (as such terms are defined below).
Commencement Date (section 2.1):	July 1, 2022
Expiration Date (section 2.1):	June 30, 2023
Base Rent (section 3.1(a)): Total Monthly	\$153,403 per month
Annual Rent	\$1,840,838 Annual
Rent Payment Address (section 3.2):	Making Waves Foundation, Inc. 3045 Research Drive Richmond, CA 94806
Permitted Use (section 6. I):	Public Charter School

Deposit (section 27.1): *N/A*

Tenant's Address (section 30.1): At the Premises

Landlord's Address (section 30. I): Making Waves Foundation, Inc.
3045 Research Drive
Richmond, CA 94806

The foregoing Basic Lease Information is incorporated in and made a part of this Lease. If there is any conflict between the Basic Lease Information and any other part of this Lease, the former shall control.

TENANT: Making Waves Academy, a California Corporation By: _____ Name: _____ Title: _____ Date: _____	LANDLORD: Making Waves Foundation, Inc., a California Corporation By: _____ Name: _____ Title: _____ Date: _____
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Exhibit A - Plan Outlining the Premises

LEASE

THIS LEASE, made as of the date specified in the Basic Lease Information by and between the landlord specified in the Basic Lease Information ("Landlord"), and the tenant specified in the Basic Lease Information ("Tenant"),

WITNESSETH:

ARTICLE I

Premises

1.1 Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the terms, covenants and conditions set forth in this Lease the (the "Premises") shown Exhibit A attached hereto and described in the Basic Lease Information, which Premises are located in the building (the "Building") described in the Basic Lease Information. The Building is part of a larger campus for Making Waves Academy consisting of the MWA Middle School and the MWA Upper School (the "Campus"). As used in this Lease, the term "Campus" shall include the parcel or parcels of land on which the MWA Middle School and the MWA Upper School is located and all appurtenances thereto. The Premises shall include the appurtenant right to the use, subject to the reasonable rules and regulations as may be promulgated by Landlord from time to time, all portions of the Campus other than the Premises. Landlord reserves the right to close, make alterations or additions to, or change the size, configuration, use and location of elements of the Building and the Campus and their respective common areas. All of the windows and outside decks or ten-aces and walls of the Premises and any space in the Premises used for shafts, stacks, pipes, conduits, ducts, electric or other utilities, sinks or other Building facilities, and the use thereof and access thereto through the Premises for the purposes of operation, maintenance and repairs, are reserved to Landlord. Tenant shall not in any event be permitted to use the roof of the Building for any purpose without first obtaining the prior consent of Landlord; provided however, that the Landlord shall permit Tenant to sublease the roof the Premises for the installation of solar panels provided that all such solar panel work is performed in accordance with Article 8 and such installation does materially adversely affect the operation of the Building or the functionality of the roof.

1.2 For purposes of Section 1938 of the California Civil Code, Landlord hereby discloses to Tenant, and Tenant hereby acknowledges, that the Premises have not undergone inspection by a person certified pursuant to Section 4459.2 of the California Government Code (a Certified Access Specialist). Tenant hereby waives any and all rights it otherwise might now or hereafter have under Section 1938 of the California Civil Code. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose, or any other kind arising out of this Lease and there are and shall be no warranties that extend beyond the warranties, if any, expressly set forth in this Lease.

1.3 Tenant shall use such parking spaces solely for parking automobiles of Tenant's officers, students, families, visitors and employees. Tenant shall comply with all Rules and Regulations and all laws now or hereafter in effect relating to the use of parking spaces. Without limiting the foregoing, in no event shall this Lease be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage, nor shall there be any abatement of rent hereunder, by reason of any reduction in Tenant's parking rights hereunder by reason of strikes, lock-outs, labor disputes, shortages of material or labor, fire, flood or other casualty, acts of God or any other cause beyond the control of Landlord.

1.4 Tenant acknowledges that Landlord may be required to disclose certain information concerning the energy performance of the Building pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto (collectively the "Energy Disclosure Requirements"). Tenant acknowledges prior receipt of the Data Verification Checklist, as defined in the Energy Disclosure Requirements, and agrees that Landlord has timely complied in full with Landlord's obligations under the Energy Disclosure Requirements. Tenant acknowledges and agrees that (i) Landlord makes no representation or warranty regarding the energy performance of the Building or the accuracy or completeness of the Data Verification Checklist, (ii) the Data Verification Checklist is for the current occupancy and use of the Building and that the energy performance of the Building may vary depending on future occupancy and/or use of the Building, and (iii) Landlord shall have no liability to Tenant for any errors or omissions in the Data Verification Checklist. If and to the extent not prohibited by applicable law, Tenant hereby waives any right it may have to receive the Data Verification Checklist, including, without limitation, any right Tenant may have to terminate this Lease as a result of Landlord's failure to disclose such information. Further, Tenant hereby releases Landlord from any liability Landlord may have to Tenant relating to the Energy Data Verification Checklist, including, without limitation, any liability arising as a result of Landlord's failure to disclose any matter requiring disclosure under the Energy Disclosure Requirements to Tenant prior to the execution of this Lease. Tenant's acceptance of the Premises pursuant to the terms of this Lease shall be deemed to include Tenant's approval of the energy performance of the Building and the Data Verification Checklist.

ARTICLE 2 Term

2.1 The terms and provisions of this Lease shall be effective as of the date of this Lease. The term of this Lease shall be the term specified in the Basic Lease Information (the "Lease Term"), which shall commence on the commencement date specified in the Basic Lease Information (the "Commencement Date") and, unless extended or sooner terminated as hereinafter provided, shall end on the expiration date specified in the Basic Lease Information (the "Expiration Date").

ARTICLE 3 Rent

3.1 Tenant shall pay to Landlord the following amounts as rent for the Premises:

(a) Commencing on the Rent Commencement Date and continuing thereafter during the Lease Term, Tenant shall pay to Landlord, as monthly rent, the base rent specified in the Basic Lease Information (the "Base Rent").

(b) Throughout the Lease Term, Tenant shall pay, as additional rent, all other amounts of money and charges required to be paid by Tenant under this Lease, whether or not such amounts of money and charges are otherwise designated "additional rent." As used in this Lease, "rent" shall mean and include all Base Rent, all additional rent and all other amounts payable by Tenant in accordance with this Lease.

3.2 Tenant shall pay all monthly rent to Landlord, in advance, on or before the first day of each and every calendar month during the Lease Term, without notice, demand, deduction or offset, in lawful money of the United States of America. Landlord instructs Tenant to pay all such monthly rent to the address specified therefor in the Basic Lease Information, or to such other person or at such other place as Landlord may from time to time designate in writing. Landlord shall have the right to apply

payments received from Tenant pursuant to this Lease, regardless of Tenant's designation of such payments, to satisfy any obligations of Tenant hereunder, in such order and amounts as Landlord may elect.

ARTICLE 4

Taxes

4.1 Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease Term on the Premises, if any, and all personal property taxes with respect to Landlord's personal property, if any, on the Premises.

4.2 Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Premises.

ARTICLE 5

Intentionally Deleted

ARTICLE 6

Use: Environmental Matters

6.1 Tenant shall use the Premises only for the purposes described in the Basic Lease Information for Tenant's business and no other purpose whatsoever without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion. Tenant at all times shall conduct its business in the Premises in a first class and reputable manner and shall be responsible for causing the conduct of Tenant's employees, faculty and students in the Building and around the Campus at all times to comply with the same. Tenant shall not do or permit to be done in, on or about the Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any law, ordinance, rule, regulation or order now in force or which may hereafter be enacted, or which is prohibited by any property insurance policy carried by Landlord for the Campus, or will in any way increase the existing rate of, or cause a cancellation of, or affect any property or other insurance for the Campus or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in, on or about the Premises which will in any way obstruct or interfere with the rights of Landlord. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful or objectionable activity, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in, on or about the Premises. Tenant shall not bring into the Building any furniture, equipment, materials or other objects which overload the Building or any portion thereof. Subject to any temporary shutdown for repairs, for security purposes, for compliance with any legal restrictions, or due to force majeure, Tenant shall have access to the Premises twenty-four (24) hours a day, each day of the Lease Term. Without limiting any other provision of this Article 6 or this Lease, if Landlord determines, in its sole judgment, that Tenant's operations are causing wear and tear or damage to the wall coverings or finishes in the corridors or other areas of the Premises or the Building, Landlord may elect to repair such wear and tear or damage at Tenant's sole expense, which shall be paid by Tenant to Landlord upon demand.

6.2 Tenant shall not bring or keep, or permit to be brought or kept, in the Premises or the Campus any "hazardous substance" (as hereinafter defined). Tenant shall not use, produce, process, manufacture, generate, treat, handle, store or dispose of any hazardous substance in the Premises or the Campus, or use the Premises for any such purpose, or emit, release or discharge any hazardous substance into any air, soil, surface water or groundwater comprising the Premises or the Campus, or permit any person using or occupying the Premises to do any of the foregoing. The preceding sentence shall not prohibit the ordinary use of any hazardous substance normally used in the operation of a general office for

Tenant's business as permitted by this Lease, provided the amount of any such hazardous substance does not exceed the quantity necessary for the normal operation of a general office in the ordinary course of business and the use, storage and disposal of any such hazardous substance strictly comply with all applicable "environmental laws" (as hereinafter defined). Tenant shall comply, and shall cause all persons using or occupying the Premises to comply, with all environmental laws applicable to the use or occupancy of the Premises by Tenant or any operation or activity of Tenant therein.

6.3 Tenant shall indemnify and defend Landlord against and hold Landlord harmless from all claims, demands, actions, judgments, liabilities, costs, expenses, losses, damages, penalties, fines and obligations of any nature (including reasonable attorneys' fees and disbursements incurred in the investigation, defense or settlement of claims) that Landlord may incur as a result of, or in connection with, claims arising from the presence, use, storage, transportation, treatment, disposal, release or other handling, on or about or beneath the Premises, of any hazardous substances introduced or permitted on or about or beneath the Premises by any act or omission of Tenant or its agents, officers, employees, contractors, invitees or licensees. The liability of Tenant under this section 6.3 shall survive the termination of this Lease with respect to acts or omissions that occur before such termination.

6.4 As used in this Lease, "hazardous substance" shall mean any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant, or words of similar import, in any of the environmental laws, and includes asbestos, petroleum, petroleum products, polychlorinated biphenyls, radon gas, radioactive matter, and chemicals which may cause cancer or reproductive toxicity. As used in this Lease, "environmental laws" shall mean all federal, state and local laws, ordinances, rules and regulations now or hereafter in force, as amended from time to time, in any way relating to or regulating human health or safety, or industrial hygiene or environmental conditions, or protection of the environment, or pollution or contamination of the air, soil, surface water or groundwater.

ARTICLE 7 Services and Utilities

7.1 Landlord shall maintain the parking lots, roofs, elevators, landscaping including all outdoor play facilities, the structural components of the Premises and the Campus, the plumbing system, photovoltaic system, EV chargers, water storage tank drainage system, utility lines and connections and other utility fixtures and equipment serving the Premises, and the mechanical, electrical, plumbing and other building systems of the Premises (including Fire-Life, Safety system, the heat, air conditioning and ventilation systems of the Premises) at its cost and expense in good condition and repair. Any damage to the Premises or the Campus caused by Tenant or any agent, employee, contractor, licensee invitee or student of Tenant shall be repaired by Tenant at Tenant's expense.

7.2 Tenant shall be responsible for (i) arranging for the appropriate utility services to the Building and the MWA Upper School, (ii) appropriate janitorial services for the Premises and the common areas, including sweeping of the parking lots and (iii) any other services required for its specific use other than those services provided by Landlord pursuant to section 7.1 above.

7.3 Commencing on the Commencement Date and continuing thereafter during the Lease Term, Tenant shall be directly responsible for contracting for all utility services for the Building and the MWA Upper School (including, without limitation, electricity, gas, water and sewer and utilities serving the parking areas and the common areas) in Tenant's name and paying for such services directly to the applicable utility providers. Tenant shall pay for any and all such services in a timely manner and prior to delinquency.

7.4 In the event of an interruption in, or failure or inability to provide any service or utility for the Premises for any reason, such interruption, failure or inability shall not constitute an eviction of

Tenant, constructive or otherwise, or impose upon Landlord any liability whatsoever, including, but not limited to, liability for consequential damages or loss of business by Tenant. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future laws permitting the termination of this Lease due to such interruption, failure or inability.

ARTICLE 8

Alterations

8.1 Tenant shall not make any alterations, additions, modifications or improvements in or to the Premises or any part thereof, or attach any fixtures or equipment thereto (collectively, "Alterations"), without Landlord's prior written consent.

8.2 All Alterations, including, without limitation, carpeting and all other improvements whether temporary or permanent in character, made in or to the Premises either by Tenant or by Landlord shall become part of the Building and Landlord's property. At Landlord's sole election any or all Alterations made for or by Tenant shall be removed by Tenant from the Premises at the expiration or sooner termination of this Lease and the Premises shall be restored by Tenant to their condition prior to the making of the Alterations, ordinary wear and tear excepted. The removal of the Alterations and the restoration of the Premises shall be performed by a general contractor selected by Tenant and approved by Landlord, in which event Tenant shall pay the general contractor's fees and costs in connection with such work. Movable furniture, equipment, trade fixtures and personal property (except partitions) shall remain the property of Tenant and Tenant shall, at Tenant's expense, remove all such property from the Building at the end of the Lease Term. Termination of this Lease shall not affect the obligations of Tenant pursuant to this section 8.2 to be performed after such termination.

ARTICLE 9

Liens

9.1 Tenant shall keep the Premises and the Building free from mechanics', materialmen's and all other liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Tenant shall promptly and fully pay and discharge all claims on which any such lien could be based. Tenant shall have the right to contest the amount or validity of any such lien, provided Tenant gives prior written notice of such contest to Landlord, prosecutes such contest by appropriate proceedings in good faith and with diligence, and, upon request by Landlord, furnishes such bond as may be required by law to protect the Building and the Premises from such lien. Landlord shall have the right to post and keep posted on the Premises any notices that may be provided by law or which Landlord may deem to be proper for the protection of Landlord, the Premises and the Building from such liens, and to take any other action Landlord deems necessary to remove or discharge liens or encumbrances at the expense of Tenant.

ARTICLE 10

Maintenance and Repairs

10.1 Except for the matters that are Landlord's obligations under section 7.1 above, Tenant shall, at all times during the Lease Term and at Tenant's sole cost and expense, maintain and repair the Premises, the Building and the MWA Upper School and every part thereof including the cosmetic maintenance of the Premises including but not limited to graffiti removal, maintenance painting (as distinguished from periodic repainting of the buildings of the Premises which shall be Landlord's responsibility), and similar routine maintenance and repair of normal wear and tear. Tenant shall also repair and maintain any equipment used in connection with the Premises and the MWA Middle Upper and installed specifically for Tenant and all equipment, fixtures and improvements therein

and keep all of the foregoing clean and in good order and operating condition, ordinary wear and tear and damage thereto by fire or other casualty excepted. Tenant hereby waives all rights under California Civil Code section 1941 and all rights to make repairs at the expense of Landlord or in lieu thereof to vacate the Premises as provided by California Civil Code section 1942 or any other law, statute or ordinance now or hereafter in effect.

ARTICLE 11
Damage or Destruction

11.1 If the Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Lease Term, and this Lease is not terminated pursuant to sections 11.2 or 11.3 hereof, Landlord shall repair such damage and restore the Building and the Premises to substantially the same condition in which the Building and the Premises existed before the occurrence of such fire or other casualty (provided that Landlord shall have no obligation to restore any above- Building standard improvements or Alterations in the Premises, unless the cost thereof is paid by Tenant in advance of such restoration, or any Alterations made by or for Tenant in the Premises following the Commencement Date) and this Lease shall, subject to the provisions of this Article 11, remain in full force and effect. If such fire or other casualty damages the Premises or common areas of the Building necessary for Tenant's use and occupancy of the Premises and Tenant ceases to use any portion of the Premises as a result thereof, then during the period the Premises are rendered untenantable by such damage Tenant shall be entitled to a reduction in monthly rent in the proportion that the area of the Premises rendered unusable by such damage bears to the total area of the Premises. Landlord shall not be obligated to repair any damage to, or to make any replacement of, any movable furniture, equipment, trade fixtures or personal property in the Premises or Alterations made by or for Tenant in the Premises following the Commencement Date. Tenant shall, at Tenant's sole cost and expense, repair and replace all such movable furniture, equipment, trade fixtures, personal property and any Alterations made by or for Tenant in the Premises following the Commencement Date. Such repair and replacement by Tenant shall be done in accordance with Article 8 hereof. Tenant hereby waives California Civil Code sections 1932(2) and 1933(4), or any successor statute, providing for termination of hiring upon destruction of the thing hired.

11.2 If the Building or the Premises, or any part thereof, is damaged by fire or other casualty before the Commencement Date or during the Lease Term and (a) such fire or other casualty occurs during the last twelve (12) months of the Lease Term and the repair and restoration work to be performed by Landlord in accordance with section 11.1 hereof cannot, as reasonably estimated by Landlord, be completed within two (2) months after the occurrence of such fire or other casualty, or (b) the insurance proceeds received by Landlord in respect of such damage are not adequate to pay the entire cost, as reasonably estimated by Landlord, of the repair and restoration work to be performed by Landlord in accordance with section 11.1 hereof, or (c) the repair and restoration work to be performed by Landlord in accordance with section I I.I hereof cannot, as reasonably estimated by Landlord, be completed within six (6) months after the occurrence of such fire or other casualty, then, in any such event, Landlord shall have the right, by giving written notice to Tenant within sixty (60) days after the occurrence of such fire or other casualty, to terminate this Lease as of the date specified in such notice, which date shall be not less than thirty (30) days nor more than sixty (60) days after the date such notice is given.

11.3 A total destruction of the Building shall automatically terminate this Lease effective as of the date of such total destruction.

ARTICLE 12
Subrogation

12.1 Tenant waives on behalf of its insurers under all policies of property, liability and other insurance carried by Tenant during the Lease Term insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Tenant against Landlord. Landlord waives on behalf of its insurers under all policies of property, liability and other insurance carried by Landlord during the Lease Term insuring or covering the Building or any portion or any contents thereof, or any operations therein, all rights of subrogation which any insurer might otherwise, if at all, have to any claims of Landlord against Tenant. Tenant shall, prior to or immediately after the date of this Lease, procure from each of the insurers under all such policies of property, liability and other insurance insuring or covering the Premises, or any portion or any contents thereof, or any operations therein, a waiver of all rights of subrogation which the insurer might otherwise, if at all, have to any claims of Tenant against Landlord as required by this Article 12.

ARTICLE 13
Indemnification and Insurance

13.1 Tenant hereby waives all claims against Landlord, Landlord's members, partners, shareholders, trustees, and beneficiaries, the Building's property manager, and Landlord's asset manager, and their respective officers, directors, agents, servants, employees and independent contractors (collectively, the "Landlord Parties"), for damage to or loss or theft of any property or for any bodily or personal injury, illness or death of any person in, on or about the Premises or the Campus arising at any time and from any cause whatsoever other than solely by reason of the gross negligence or willful misconduct of Landlord. Tenant further assumes all risk of, and agrees that Landlord and the Landlord Parties shall not be liable for, any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) sustained as a result of the Premises not having been inspected by a Certified Access Specialist (CAsp). Tenant shall indemnify, defend and hold harmless the Landlord Parties from and against all claims, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with or arising from (a) any cause whatsoever in, on or about the Premises or any part thereof arising at any time other than solely by reason of the gross negligence or willful misconduct of Landlord, or (b) any act or omission of Tenant or its agents, employees, contractors, invitees or licensees in, on or about any part of the Campus other than the Premises (including, without limitation, any damage, bodily or personal injury, illness or death which is caused in part by Landlord), or (c) any breach by Tenant of the terms of this Lease. This Article I 3 shall survive the termination of this Lease with respect to any damage, bodily or personal injury, illness or death occurring prior to such termination.

13.2 Tenant shall, at Tenant's sole cost and expense, obtain and keep in force during the term of this Lease the following insurance:

(a) Workers' compensation and employers' liability insurance policies with a minimum limit of \$1,000,000. The policies shall contain a Waiver of Subrogation endorsement in favor of the Landlord Parties.

(b) Automobile liability insurance policy, including owned, non-owned and hired automobiles, with a combined single limit of \$2,000,000 for bodily injury and property damage or equivalent approved by Landlord.

(c) An occurrence form commercial general liability insurance policy with coverage with limits of not less than \$2,000,000 combined single limit, each occurrence and aggregate, and will not provide for a self-insured retention or deductible in excess of \$50,000. Such insurance shall include Legal Liability limits of \$1,000,000 per occurrence, and \$2,000,000 products/completed operations coverage and such insurance shall be primary insurance as respects any claims, losses or liability arising directly or indirectly from the Tenant's operations and/or occupancy, and any other insurance maintained by Landlord shall be excess and not contributory with the insurance required hereunder. Said insurance policies shall include an endorsement, providing that the Landlord Parties and their officers and employees are additional insureds. Policy shall include coverage for Sexual Abuse or Molestation.

(d) Umbrella liability insurance policy with a limit of not less than \$5,000,000 or such higher limit as may be required by Landlord. The policy shall provide excess coverage over Tenant's Employers' Liability, Automobile Liability and Commercial General Liability including Sexual Abuse or Molestation coverage.

(e) Insurance policy for full replacement cost of Tenant's movable furniture, equipment, trade fixtures and personal property in the Premises, with special form cause of loss (excluding earthquake and flood) with agreed value endorsement. All amounts received by Tenant under the insurance specified in this section 13.2 shall first be applied to the payment of the cost of the repair and replacement Tenant is obligated to do under Article 11 hereof.

13.3 Landlord reserves the right to increase the amounts of coverage specified in section 13.2 above from time to time as Landlord determines is required to adequately protect Landlord and the other parties designated by Landlord from the matters insured thereby (provided, however, that Landlord makes no representation that the limits of liability required hereunder from time to time shall be adequate to protect Tenant). In addition, Landlord reserves the right to require that Tenant cause any of its contractors, vendors, movers or other parties conducting activities in or about or occupying the Premises to obtain and maintain insurance as determined by Landlord (which insurance coverages may be greater than those set forth in section 13.2 above and which may include types of insurance not specified above with respect to Tenant) and as to which Landlord and such other parties designated by Landlord shall be additional insureds.

13.4 All insurance required under this Article 13 and all renewals thereof shall be issued by good and responsible companies rated not less than A-:VIII in Best's Insurance Guide and qualified to do and doing business in the State in which the Building is located. Each policy, other than Tenant's workers' compensation insurance, shall: (a) provide that the policy shall not be canceled or altered without thirty (30) days' prior written notice to Landlord and shall remain in effect notwithstanding any such cancellation or alteration until such notice shall have been given to Landlord and such period of thirty (30) days shall have expired; (b) protect Tenant, as named insured, and Landlord and all the other Landlord Parties and any other parties designated by Landlord, as additional insureds, using such ISO or other form of endorsement as directed in writing by Landlord; (c) shall insure Landlord's and such other parties' contingent liability with regard to acts or omissions of Tenant; (d) include all waiver of subrogation rights endorsements necessary to effect the provisions of Article 12 above; (e) provide that the policy and the coverage provided shall be primary, that Landlord, although an additional insured, shall nevertheless be entitled to recovery under such policy for any damage to Landlord or the other Landlord Parties by reason of acts or omissions of Tenant, and that any coverage carried by Landlord shall be noncontributory with respect to policies carried by Tenant; (f) specifically include all liability assumed by Tenant under this Lease {provided, however, that such contractual liability coverage shall not limit or be deemed to satisfy Tenant's indemnity obligations under this Lease); and (g) if subject to deductibles, shall provide for deductible amounts not in excess of those approved in advance in writing by Landlord in its sole discretion. Tenant shall deliver certificates of insurance, acceptable to Landlord, to Landlord at least ten (10) days before the Commencement Date and at least ten (10) days before expiration of each policy.

In addition, upon the issuance thereof, Tenant shall deliver each such policy or a certified copy thereof to Landlord for retention by Landlord. If Tenant fails to insure or fails to furnish to Landlord upon notice to do so any such policy or certified copy and certificate thereof as required, Landlord shall have the right from time to time to effect such insurance for the benefit of Tenant or Landlord or both of them and all premiums paid by Landlord shall be payable by Tenant as additional rent on demand.

13.5 During the term hereof, Landlord shall keep the Building (but excluding any personal property, fixtures, office equipment, furniture, artwork and other decoration not affixed to and a part of the Building) insured through reputable insurance underwriters against perils covered by a standard special form insurance policy or policies as such policies are in use as of the date of this Lease (excluding perils such as earthquake, flood and other standard special form policy form exclusions), if such a policy is reasonably available, with a deductible provision, if any, as determined by Landlord in an amount or amounts equal to not less than one hundred percent (100%) of the full replacement value of the Building (excluding the land and the footings, foundations and installations below the basement level). During the term hereof, Landlord shall keep in force general liability insurance in the amount and coverage as Landlord deems commercially reasonable.

ARTICLE 14 Compliance With Legal Requirements

14.1 Tenant shall, at its sole cost and expense, promptly comply with all laws, ordinances, rules, regulations, orders and other requirements of any government or public authority now in force or which may hereafter be in force, with the requirements of any board of fire underwriters or other similar body now or hereafter constituted, and with any direction or certificate of occupancy issued pursuant to any law by any governmental agency or officer, insofar as any thereof relate to or affect the condition, use or occupancy of the Premises and the MWA Upper School or the operation, use or maintenance of any equipment, fixtures or improvements in the Premises (collectively, "Applicable Laws"), excluding requirements of structural changes not related to or affected by Tenant's acts or use of the Premises or by Alterations made by or for Tenant. In the event that any structural changes are required to be performed to the Building to comply with Applicable Laws (and such changes are not related to or affected by Tenant's acts or use of the Premises or by Alterations made by or for Tenant), then Landlord shall perform such compliance work at Landlord's expense. If any governmental license or permit shall be required for the proper and lawful conduct of any business or other activity carried on by Tenant in the Premises, or if Tenant's failure to secure such license or permit would adversely affect Landlord, Tenant shall duly procure and thereafter maintain such license or permit.

ARTICLE 15 Assignment and Subletting

15.1 Tenant shall not, directly or indirectly, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, assign this Lease or any interest herein or sublease the Premises or any part thereof, or permit the use or occupancy of the Premises by any person other than Tenant. Tenant shall not, directly or indirectly, without the prior written consent of Landlord, pledge, mortgage or hypothecate this Lease or any interest herein. This Lease shall not, nor shall any interest herein, be assignable as to the interest of Tenant involuntarily or by operation of law without the prior written consent of Landlord. Without limiting the generality of the foregoing, Tenant is expressly prohibited from allowing outside groups and organizations to utilize the Premises or any portion of the Building (whether on a temporary or a permanent basis) unless said outside groups or organizations (i) are non-profit and focused on education and/or underserved populations in the local area, (ii) any outside users of the Premises obtain event insurance in amounts commensurate with the risk of the use, as determined by Landlord in its sole discretion, (iii) any outside user provides security at a level determined

by Landlord, (iv) any outside user expressly agrees to clean up and restore the Premises following its use and (v) Tenant obtains Landlord's written consent to such outsider user's use of the Premises or the Building.

15.2 No assignment, sublease, pledge, mortgage, hypothecation or other transfer, nor any consent by Landlord to any of the foregoing, shall release Tenant from any of Tenant's obligations and liabilities under this Lease or alter the primary liability of Tenant to pay rent and to perform all other obligations to be performed by Tenant hereunder (and Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against such assignee, subtenant or successor), or shall be deemed to be a consent to any subsequent pledge, mortgage, hypothecation, assignment, sublease, or occupation or use by another person. Tenant hereby acknowledges and agrees, and any instrument by which an assignment or sublease is accomplished shall expressly provide: (a) that the assignee or subtenant will perform and observe all the agreements, covenants and conditions to be performed and observed by Tenant under this Lease as and when performance and observance is due after the effective date of the assignment or sublease, (b) that Landlord will have the right to enforce such agreements, covenants and conditions directly against such assignee or subtenant, (c) in the case of a sublease, the subtenant shall, at Landlord's election, attorn directly to Landlord in the event that this Lease is terminated for any reason, (d) in the case of an assignment, the assignee assumes all of Tenant's obligations under this Lease arising on or after the date of the assignment, and (e) in the case of a sublease, the subtenant agrees to be and remain jointly and severally liable with Tenant for the payment of rent pertaining to the sublet space in the amount set forth in the sublease, and for the performance of all of the terms and provisions of this Lease. Any assignment or sublease without an instrument containing the foregoing provisions shall be void and shall, at the option of Landlord, constitute a default under this Lease. No assignment or sublease shall be valid and no assignee or subtenant shall take possession of the Premises or any part thereof until an executed duplicate original of such assignment or sublease (and any standard form of consent document required by Landlord) has been delivered to Landlord, together with the written consent to such assignment or sublease of any guarantor of Tenant's obligations hereunder, if any, and certificates evidencing that such subtenant or assignee is carrying all insurance coverage required under this Lease has been provided to Landlord.

15.3 Any sublease hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (a) treat such sublease as canceled and repossess the entire Premises by any lawful means, or (b) require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease. If Tenant shall be in default under this Lease, Landlord is hereby irrevocably authorized, as Tenant's agent and attorney-in-fact, to direct any subtenant to make all payments under or in connection with a sublease directly to Landlord (which Landlord shall apply towards Tenant's obligations under this Lease) until such default is cured. Such subtenant shall rely on any representation by Landlord that Tenant is in default hereunder, without any need for confirmation thereof by Tenant.

ARTICLE 16 Rules and Regulations

16.1 Tenant shall faithfully observe and comply with the rules and regulations (the "Rules and Regulations") from time to time made in writing by Landlord. If there is any conflict, this Lease shall prevail over the Rules and Regulations and any modifications thereof or additions thereto.

ARTICLE 17
Entry by Landlord

17.1 Landlord shall have the right to enter the Premises at any time to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers, lenders or tenants, (c) determine whether Tenant is performing all of its obligations hereunder, (d) supply any service to be provided by Landlord, (e) post notices of non-responsibility, and (f) make any repairs to the Premises, or make any repairs to any adjoining space or utility services, or make any repairs, alterations or improvements to any other portion of the Building, provided all such work shall be done as promptly as reasonably practicable and so as to cause as little interference to Tenant as reasonably practicable. Tenant waives all claims for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises or any other loss occasioned by such entry. Landlord shall at all times have and retain a key with which to unlock all of the doors in, on or about the Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant and approved in writing by Landlord in advance), and Landlord shall have the right to use any and all means which Landlord may deem proper to open such doors in an emergency to obtain entry to the Premises. Any entry to the Premises obtained by Landlord by any of such means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises or any portion thereof.

ARTICLE 18
Events of Default

18.1 The occurrence of any one or more of the following events ("Event of Default") shall constitute a breach of this Lease by Tenant:

(a) Tenant fails to pay any monthly rent as and when such monthly rent becomes due and payable and such failure continues for more than three (3) days; or

(b) Tenant fails to pay any additional rent or other amount of money or charge payable by Tenant hereunder as and when such additional rent or amount or charge becomes due and payable and such failure continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; provided, however, that after the second such failure in a calendar year, only the passage of time, but no further notice, shall be required to establish an Event of Default in the same calendar year; or

(c) Tenant fails to perform or observe any agreement, covenant or condition according to the provisions of Articles 6, 9, 15, 22 or 25 of this Lease as and when performance or observance is due and such failure continues for more than two (2) business days after Landlord gives written notice thereof to Tenant; or

(d) Tenant fails to perform or observe any other agreement, covenant or condition of this Lease to be performed or observed by Tenant as and when performance or observance is due and such failure continues for more than ten (10) days after Landlord gives written notice thereof to Tenant; provided, however, that if, by the nature of such agreement, covenant or condition, such failure cannot reasonably be cured within such period of ten (10) days, an Event of Default shall not exist as long as Tenant commences with due diligence and dispatch the curing of such failure within such period of ten (10) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such failure within a reasonable time; or

(e) Tenant (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it, a petition for relief or reorganization or

arrangement or any other petition in bankruptcy or liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Tenant or of any substantial part of Tenant's property, or (v) takes action for the purpose of any of the foregoing; or

(f) A court or governmental authority of competent jurisdiction enters an order appointing, without consent by Tenant, a custodian, receiver, trustee or other officer with similar powers with respect to Tenant or with respect to any substantial part of Tenant's property, or constituting an order for relief or approving a petition for relief or reorganization or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of Tenant, or if any such petition is filed against Tenant and such petition is not dismissed within sixty (60) days; or

(g) This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within thirty (30) days; or

(h) Tenant abandons the Premises.

ARTICLE 19 Remedies Upon Default

19.1 Landlord shall have the remedy described in California Civil Code section 1951.2. If an Event of Default occurs, Landlord at any time thereafter shall have the right to give a written termination notice to Tenant (which may be included in a single notice given by Landlord under section 18.1 hereof) and on the date specified in such notice, Tenant's right to possession shall terminate and this Lease shall terminate. Upon such termination, Landlord shall have the right to recover from Tenant:

(a) The worth at the time of award of all unpaid rent which had been earned at the time of termination;

(b) The worth at the time of award of the amount by which all unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which all unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

(d) All other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above shall be computed by allowing interest at the Interest Rate (as defined in section 31.2 below). The "worth at the time of award" of the amount referred to in clause (c) above shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%). For the purpose of determining unpaid rent under clauses (a), (b) and (c) above, the rent reserved in this Lease shall be deemed to be all sums of every nature required to be paid by Tenant pursuant to the terms of this Lease, whether to Landlord or to others.

19.2 Landlord shall have the remedy described in California Civil Code section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has the right to sublet or assign, subject only to reasonable limitations). Accordingly, even though Tenant has breached this Lease and an Event of Default has occurred, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to enforce all its rights and remedies under this Lease, including the right to recover all rent as it becomes due under this Lease. Acts of maintenance or preservation or efforts to relent the Premises or the appointment of a receiver upon initiative of Landlord to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession unless written notice of termination is given by Landlord to Tenant.

19.3 The remedies provided for in this Lease are in addition to all other remedies available to Landlord at law or in equity by statute or otherwise. Tenant hereby waives, for Tenant and for all those claiming under Tenant, any and all rights now or hereafter existing to redeem by order or judgment of any court or by any legal process or writ, Tenant's right of occupancy of the Premises after any termination of this Lease.

19.4 If Landlord defaults under this Lease, Tenant shall give written notice to Landlord specifying such default with particularity, and Landlord shall have thirty (30) days after receipt of such notice within which to cure such default; provided, however, that if such default cannot reasonably be cured within such period of thirty (30) days, a default by Landlord shall not exist as long as Landlord commences with due diligence and dispatch the curing of such default within such period of thirty (30) days and, having so commenced, thereafter prosecutes with diligence and dispatch and completes the curing of such default within a reasonable time. In the event of any default by Landlord, Tenant's exclusive remedy shall be an action for damages. Notwithstanding any other provision of this Lease, neither Landlord nor any of the other Landlord Parties shall have any personal liability under this Lease. In the event of any default by Landlord under this Lease, Tenant agrees to look solely to the equity or interest then owned by Landlord in the Building, and in no event shall any deficiency judgment or personal money judgment of any kind be sought or obtained against Landlord or any of the other Landlord Parties.

ARTICLE 20

Landlord's Right to Cure Defaults

20.1 All agreements to be performed by Tenant under this Lease shall be at Tenant's sole cost and expense and without any abatement of rent. If Tenant fails to pay any sum of money required to be paid by Tenant hereunder or fails to perform any other act on Tenant's part to be performed hereunder, Landlord shall have the right, without waiving or releasing Tenant from any obligations of Tenant, but shall not be obligated, to make any such payment or to perform any such other act on behalf of Tenant in accordance with this Lease. All sums so paid by Landlord and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable by Tenant to Landlord on demand, together with interest on all such sums from the date of expenditure by Landlord to the date of repayment by Tenant at the Interest Rate. Landlord shall have, in addition to all other rights and remedies of Landlord, the same rights and remedies in the event of the nonpayment of such sums plus interest by Tenant as in the case of default by Tenant in the payment of rent.

ARTICLE 21

Eminent Domain

21.1 If a material part of the Premises is taken for a period in excess of one hundred eighty (180) days by exercise of the power of eminent domain before the Commencement Date or during the

Lease Term, Landlord and Tenant each shall have the right, by giving written notice to the other within thirty (30) days after the date of such taking, to terminate this Lease. If either Landlord or Tenant exercises such right to terminate this Lease in accordance with this section 21.1, this Lease shall terminate as of the date of such taking. If neither Landlord nor Tenant exercises such right to terminate this Lease in accordance with this section 21.1, or if less than a material part of the Premises is so taken, this Lease shall terminate as to the portion of the Premises so taken as of the date of such taking and shall remain in full force and effect as to the portion of the Premises not so taken, and the Base Rent and amounts payable under sections 3.1(b) and 3.1(c) hereof shall be reduced as of the date of such taking in the proportion that the usable area of the Premises so taken bears to the total usable area of the Premises. If all of the Premises is taken by exercise of the power of eminent domain before the Commencement Date or during the Lease Term, this Lease shall terminate as of the date of such taking.

21.2 If all or any part of the Premises is taken by exercise of the power of eminent domain, all awards, compensation, damages, income, rent and interest payable in connection with such taking shall, except as expressly set forth in this section 21.2, be paid to and become the property of Landlord, and Tenant hereby assigns to Landlord all of the foregoing. Without limiting the generality of the foregoing, Tenant shall have no claim against Landlord or the entity exercising the power of eminent domain for the value of the leasehold estate created by this Lease or any unexpired Lease Term. Tenant shall have the right to claim and receive directly from the entity exercising the power of eminent domain only the share of any award determined to be owing to Tenant for the taking of improvements installed in the portion of the Premises so taken by Tenant at Tenant's sole cost and expense based on the unamortized cost paid by Tenant for such improvements, for the taking of Tenant's movable furniture, equipment, trade fixtures and personal property, for loss of goodwill, for interference with or interruption of Tenant's business, or for removal and relocation expenses, but only if such share does not reduce the amount otherwise payable to Landlord.

21.3 Notwithstanding anything to the contrary contained in this Article 21, in the event of a temporary taking of all or any portion of the Premises for a period of one hundred and eighty (180) days or less, then this Lease shall not terminate but the Base Rent and amounts payable under sections 3.1(b) and 3.1(c) hereof shall be abated for the period of such taking in proportion to the ratio that the amount of rentable square feet of the Premises taken bears to the total rentable square feet of the Premises. Landlord shall be entitled to receive the entire award made in connection with any such temporary taking.

21.4 As used in this Article 21, a "taking" means the acquisition of all or part of the Premises for a public use by exercise of the power of eminent domain and the taking shall be considered to occur as of the earlier of the date on which possession of the Premises (or part so taken) by the entity exercising the power of eminent domain is authorized as stated in an order for possession or the date on which title to the Premises (or part so taken) vests in the entity exercising the power of eminent domain. Tenant hereby waives any and all rights it might otherwise have pursuant to section 1265.130 of the California Code of Civil Procedure.

ARTICLE 22
Subordination to Mortgages

22.1 This Lease shall be subject and subordinate at all times to the lien of all mortgages and deeds of trust securing any amount or amounts whatsoever which may now exist or hereafter be placed on or against the Building or on or against Landlord's interest or estate therein, all without the necessity of having further instruments executed by Tenant to effect such subordination. Notwithstanding the foregoing, in the event of a foreclosure of any such mortgage or deed of trust or of any other action or proceeding for the enforcement thereof, or of any sale thereunder, this Lease shall not be terminated or extinguished, nor shall the rights and possession of Tenant hereunder be disturbed, if no Event of Default

exists under this Lease, and Tenant shall attorn to the person who acquires Landlord's interest hereunder through any such mortgage or deed of trust. Tenant agrees to execute, acknowledge and deliver upon demand such further instruments evidencing such subordination of this Lease to the lien of all such mortgages and deeds of trust as may reasonably be required by Landlord. Tenant hereby acknowledges that, after the date hereof, Landlord may obtain secured financing for the Building secured by a mortgage or deed of trust. If any lender secured or to be secured by a mortgage or deed of trust should require, as a condition to such financing, either execution by Tenant of an agreement requiring Tenant to send such lender written notice of any default by Landlord under this Lease, giving such lender the right to cure such default until such lender has completed foreclosure and preventing Tenant from terminating this Lease unless such default remains uncured after foreclosure has been completed, or any modification of the agreements, covenants or conditions of this Lease, or both of them, then Tenant agrees to execute and deliver such agreement or modification as required by such lender within ten (10) days after receipt thereof; provided, however, that no such modification shall affect the length of the Lease Term or increase the rent payable by Tenant under Article 3 hereof.

ARTICLE 23

Surrender of Premises; Ownership and Removal of Trade Fixtures

23.1 No act or thing done by Landlord or any agent or employee of Landlord during the Lease Term shall be deemed to constitute an acceptance by Landlord of a surrender of the Premises unless such intent is specifically acknowledged in writing by Landlord. The delivery of keys to the Premises to Landlord or any agent or employee of Landlord shall not constitute a surrender of the Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and notwithstanding such delivery Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary or other surrender of this Lease by Tenant, whether accepted by Landlord or not, or a mutual termination hereof, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Premises or terminate any or all such subtenants or subtenancies.

23.2 Upon the expiration of the Lease Term, or upon any earlier termination of this Lease, Tenant shall, subject to the provisions of this Article 23 and section 8.2 above, quit and surrender possession of the Premises to Landlord in as good order and condition as when Tenant took possession, ordinary wear and tear and damage thereto by fire or other casualty excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish, and such items of furniture, equipment, business and trade fixtures, free-standing cabinet work, movable partitions, voice and data cabling and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and such similar articles of any other persons claiming under Tenant, as Landlord may, in its sole discretion, require to be removed; provided, however, that in lieu of removing certain cabling, Tenant shall, at Landlord's request, abandon and leave in place, without additional payment to Tenant or credit against rent, any cabling (including conduit) designated by Landlord and installed in the Premises or elsewhere in the Building by or on behalf of Tenant (including all connections for such cabling), in a neat and safe condition in accordance with the requirements of all applicable Legal Requirements, including the National Electric Code or any successor statute, and terminated at both ends of a connector, properly labeled at each end and in each electrical closet and junction box. Any such property not so removed by Tenant shall be deemed to be abandoned and at the option of Landlord shall either (a) become Landlord's property without any payment to Tenant or (b) remain Tenant's property, but Landlord shall have the right to sell or otherwise dispose of such personal property in any commercially reasonable manner, provided that any proceeds realized from the sale of Tenant's property shall be applied first to offset all expenses of storage and sale, then credited against Tenant's outstanding obligations under this Lease (including, without limitation,

past due rent amounts and any termination damages owing by Tenant to Landlord pursuant to Article 19 hereof), and any remaining balance shall be returned to Tenant.

ARTICLE 24
Sale

24.1 If the original Landlord hereunder, or any successor owner of the Building, sells or conveys the Building, all liabilities and obligations on the part of the original Landlord, or such successor owner, under this Lease accruing after such sale or conveyance shall terminate and the original Landlord, or such successor owner, shall automatically be released therefrom, and thereupon all such liabilities and obligations shall be binding upon the new owner. Tenant agrees to attom to such new owner. All liabilities and obligations on the part of the original Landlord or such successor owner that accrued before the sale or conveyance shall remain the responsibility of the original Landlord or such successor owner. This Article 24 shall survive termination of the Lease.

ARTICLE 25
Estoppel Certificate

25.1 At any time and from time to time, Tenant shall, within ten (10) days after written request by Landlord, execute, acknowledge and deliver to Landlord a certificate certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, and stating the date and nature of each modification); (b) the Commencement Date, the Rent Commencement Date and the Expiration Date determined in accordance with Article 2 hereof and the date, if any, to which all rent and other sums payable hereunder have been paid; (c) that no notice has been received by Tenant of any default by Tenant hereunder which has not been cured, except as to defaults specified in such certificate; (d) that Landlord is not in default hereunder, except as to defaults specified in such certificate; and (e) such other matters as may be reasonably requested by Landlord or any actual or prospective purchaser or mortgage lender. Any such certificate may be relied upon by Landlord and any actual or prospective purchaser, mortgagee or beneficiary under any deed of trust of the Building or any part thereof.

ARTICLE 26
Waiver

26.1 The waiver by Landlord or Tenant of any breach of any agreement, covenant or condition in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, covenant or condition in this Lease, nor shall any custom or practice which may grow up between Landlord and Tenant in the administration of this Lease be construed to waive or to lessen the right of Landlord or Tenant to insist upon the performance by Landlord or Tenant in strict accordance with this Lease. The subsequent acceptance of rent hereunder by Landlord or the payment of rent by Tenant shall not waive any preceding breach by Tenant of any agreement, covenant or condition in this Lease, nor cure any Event of Default, nor waive any forfeiture of this Lease or unlawful detainer action, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's or Tenant's knowledge of such preceding breach at the time of acceptance or payment of such rent.

ARTICLE 27
Notices

27.1 All notices that may be given or are required to be given by either Landlord or Tenant to the other under this Lease shall be in writing and shall be either hand delivered, delivered by a nationally recognized overnight courier, or deposited in the United States mail, postage prepaid, certified mail with

return receipt requested, and addressed as follows: to Tenant, before the Commencement Date, at the address of Tenant specified in the Basic Lease Information, or at such other place as Tenant may from time to time designate in a notice to Landlord, and, after the Commencement Date, to Tenant at the Premises, or at such other place as Tenant may from time to time designate in a notice to Landlord; to Landlord at the address of Landlord specified in the Basic Lease Information, or at such other place as Landlord may from time to time designate in a notice to Tenant. All notices shall be effective on the date of delivery. If any notice is not delivered or cannot be delivered because the receiving party changed the address of the receiving party and did not previously give notice of such change to the sending party, or due to a refusal to accept the notice by the receiving party, such notice shall be effective on the date delivery is attempted. Any notice under this Lease may be given on behalf of a party by the attorney for such party.

ARTICLE 28
Miscellaneous

281 The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. If there is more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. Time is of the essence of this Lease and each and all of its provisions. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant. Subject to Article 15 hereof, this Lease shall benefit and bind Landlord and Tenant and the personal representatives, heirs, successors and assigns of Landlord and Tenant. Unless required by a lender pursuant to section 22.1, neither this Lease nor any memorandum, short form, affidavit or other writing with respect thereto, shall be recorded by Tenant or anyone acting through, under or on behalf of Tenant.

. If any provision of this Lease is determined to be illegal or unenforceable, such determination shall not affect any other provision of this Lease and all such other provisions shall remain in full force and effect. This Lease shall be construed as though the covenants herein between Landlord and Tenant are independent and not dependent and Tenant hereby expressly waives the benefit of any statute to the contrary and agrees that if Landlord fails to perform its obligations set forth herein, Tenant shall not be entitled to make any repairs or perform any acts hereunder at Landlord's expense or to any setoff of the rent or other amounts owing hereunder against Landlord. If Tenant requests the consent or approval of Landlord to any assignment, sublease or other action by Tenant, Tenant shall pay on demand to Landlord all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by Landlord in connection therewith. This Lease shall be governed by and construed in accordance with the laws of the State in which the Building is located.

282 Landlord and Tenant each hereby expressly, irrevocably, fully and forever releases, waives and relinquishes any and all right to trial by jury and any and all right to receive from the other (or any past, present or future board member, trustee, director, officer, employee, agent, representative, or advisor of the other) punitive and exemplary damages and damages based on injury to or interference with such party's business, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business opportunity, loss of goodwill or loss of use, in each case, however occurring in any claim, demand, action, suit, proceeding or cause of action in which Landlord and Tenant are parties, which in any way (directly or indirectly) arises out of, results from or relates to any of the following, in each case whether now existing or hereafter arising and whether based on contract or tort or any other legal basis: this Lease; any past, present or future act, omission, conduct or activity with respect to this Lease; any transaction, event or occurrence contemplated by this Lease; the performance of any obligation or the exercise of any right under this Lease; the enforcement of this Lease; or Tenant's holding over in the Premises after the expiration or earlier termination of this Lease. Landlord and Tenant reserve the right to recover actual or compensatory damages, with interest, attorneys' fees, costs and expenses as provided in this Lease, for any breach of this Lease.

283 Tenant agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord, and that disclosure of the terms hereof could adversely affect the ability of Landlord to negotiate with other tenants. Tenant hereby agrees that Tenant and its partners, officers, directors, employees, agents, real estate brokers and sales persons and attorneys shall not disclose the terms of this Lease to any other person without Landlord's prior written consent, except to any accountants of Tenant in connection with the preparation of Tenant's financial statements or tax returns, to an assignee of this Lease or sublessee of the Premises, or to an entity or person to whom disclosure is required by applicable law or in connection with any action brought to enforce this Lease.

ARTICLE 29

Authority

29.1 If Tenant is a corporation, partnership, limited liability company, trust, association or other entity, Tenant and each person executing this Lease on behalf of Tenant, hereby covenants and warrants that (a) Tenant is duly incorporated or otherwise established or formed and validly existing under the laws of its state of incorporation, establishment or formation, (b) Tenant has and is duly qualified to do business in the state in which the Building is located, (c) Tenant has full corporate, partnership, trust, association or other appropriate power and authority to enter into this Lease and to perform all Tenant's obligations hereunder, and (d) each person (and all of the persons if more than one signs) signing this Lease on behalf of Tenant is duly and validly authorized to do so. Concurrently with signing this Lease, Tenant shall deliver to Landlord a true and correct copy of resolutions duly adopted by the board of directors or other governing body of Tenant, certified by the secretary or assistant secretary of Tenant to be true and correct, unmodified and in full force, which authorize and approve this Lease and authorize each person signing this Lease on behalf of Tenant to do so.

ARTICLE 30

Complete

Agreement

30.1 There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, offers, agreements and understandings, oral or written, if any, between Landlord and Tenant or displayed by Landlord to Tenant with respect to the subject matter of this Lease, the Premises or the Building. There are no representations between Landlord and Tenant or between any real estate broker and Tenant other than those expressly set forth in this Lease and all reliance with respect to any representations is solely upon representations expressly set forth in this Lease. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord and Tenant.

Landlord and Tenant also desire to establish certain performance standards for Tenant's academic program, identify conditions under which Landlord may terminate the Lease, and specify certain oversight responsibilities for Landlord's management of the Premises.

1. **Early Termination.** The tenant may terminate the Lease in the event that the applicable charter authorizing entity non-renews or revokes Tenant's Charter notwithstanding Tenant's reasonably diligent and good faith efforts to maintain Tenant's Charter in good standing.
2. **School Performance Metrics.** In order to ensure that the Premises provide a safe and secure facility option for the highest possible quality of public education for West Contra Costa County children and that Tenant's use of the Premises is consistent with and advances Landlord's charitable objectives, the parties hereby establish nine "Performance Metrics" for Tenant as sets forth in Paragraphs (a) through (i), below. Tenant agrees to incorporate the Performance Metrics into its operational plans and will use its best efforts to meet or exceed each of the Performance Metrics listed below. In the event of a failure to meet any of the Performance Metrics contained in (a) through (c) below, Tenant shall notify Landlord immediately, and Landlord shall have the right to terminate the Lease effective at the end of the school year.¹

At the conclusion of each school year, Landlord will evaluate Tenant's progress in satisfying the remaining Performance Metrics based on information provided by Tenant in the Performance Metrics Report, defined below. If Landlord finds that Tenant has failed to meet one or more of the remaining Performance Metrics, Landlord shall notify Tenant of such determination. Except with respect to a failure to achieve any of Performance Metrics (a) through (c) below, Landlord shall provide Tenant with a reasonable opportunity to furnish Landlord with such additional information as may demonstrate to Landlord's satisfaction that Tenant has made satisfactory progress to substantially align its academic program and operational plans with the Performance Metrics, and has demonstrated satisfactory implementation of adequate corrective measures to achieve all Performance Metrics within a time period to be determined in Landlord's reasonable discretion. Landlord shall consider such additional information in good faith, following which Landlord shall determine in its sole discretion whether to terminate the lease.

In the event Landlord does not choose to exercise its right to terminate the Lease upon any failure to meet a Performance Metric, Tenant will adopt corrective measures to achieve conformance with the Performance Metrics, which corrective measures shall be implemented as soon as possible, but in any event prior to the start of the next school year. Tenant will provide a report to Landlord detailing the corrective measures to be implemented and will provide such periodic reports as Landlord may request to demonstrate progress toward compliance toward the Performance Metrics. In the event that Landlord finds that Tenant has (i) failed to achieve one or more of the Performance Metrics set forth in Paragraphs (d) through (i) or (ii) otherwise has failed to implement corrective measures described in the preceding sentence to Landlord's reasonable satisfaction for a given school year, Landlord may terminate the Lease for the following school year upon at least 30 days written notice. (For example, if the Performance Metrics are not met for the 2021 school year and Tenant fails to implement acceptable corrective measures, Landlord may terminate the lease for the 2022 school year.) Landlord's determination not to exercise its right to terminate the Lease in any circumstance set out in this [Section 3] shall not constitute a waiver or forfeiture of Landlord's right to terminate the Lease in the event of any subsequent failure to meet the same or any other Performance Metric.

- a. Tenant's Charter. Tenant's Charter shall not lapse, be non-renewed or suffer revocation during the Term. Tenant agrees to appeal any decision by the charter authorizer that would cause Tenant's Charter to lapse, be non-renewed, or suffer revocation to the extent allowed by law.
- b. WASC Accreditation. Tenant shall maintain accreditation by the Western Association of Schools and Colleges (WASC) for its school program. Tenant agrees to appeal any decision by WASC that would cause Tenant to lose such accreditation.
- c. Tax and Non-Profit Status. Tenant shall maintain its status as a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and as a California public school pursuant to Section 202 of the California Revenue and Taxation Code.
- d. Student Population Served. Tenant shall maintain admissions and recruitment policies and procedures designed to attract socio-economically disadvantaged students and historically underserved students. Tenant agrees to use its best efforts to serve a student population that is comprised of a minimum of fifty percent (50%) students who qualify for Free and Reduced-Price Meals.
- e. Community Served. Tenant shall use its best efforts to maintain a student population that is comprised of students with the same racial and ethnic demographic characteristics as the West Contra Costa Unified School District.
- f. High School Graduation Rates. Tenant shall maintain a high school graduation rate of no less than ninety percent (90%).

- g. Course Quality. Tenant agrees to support students by maintaining academic courses that the University of California Office of the President approves as “A-G” Eligible so that at least 90% of students are eligible to matriculate to a California public university. Tenant shall maintain a rigorous and varied set of core, elective, and AP courses.
- h. College-Readiness. Tenant shall design and implement priorities and standards within its academic program so that all students graduate with skills and training meeting “college-readiness” standards (as defined by the California Department of Education) necessary to enroll in four-year college programs.
- i. College Matriculation Rates. At least ninety percent (90%) of students that complete Tenant’s academic program are expected to matriculate to post-secondary education institutions.

3. Tenant Reporting. As a condition of Landlord’s support for its academic program, Tenant agrees to perform the following reporting and related obligations

- a. Audited Financials. Tenant agrees to provide Landlord with a copy of its audited financials annually.
- b. Annual School Performance Evaluation. No later than December 1 every year, Tenant agrees to submit a written summary of activities highlighting successes, challenges, and adjustments for the new school year.
- c. Performance Metric Report. As soon as reasonably practicable following the close of every school year, but no later than December 1, Tenant shall provide Landlord with a report (the Performance Metrics Report) in a form reasonably satisfactory to Landlord, which contains all information reasonably required by Landlord to confirm Tenant’s compliance and progress with respect to each of the Performance Metrics. Tenant’s failure to timely deliver the Performance Metrics Report is grounds for termination by Landlord.
- d. Board Presentations. Upon request of Landlord, Tenant agrees to send one or more representatives to the next available meeting of the Making Waves Foundation Board of Directors to share updates, data, and analysis on the progress of the program.
- e. Timely Response. Tenant’s Chief Business Officer (or a designee of the CEO) shall respond in a timely fashion to requests for up-to-date financials either on a schedule established by MWF or as needed.
- f. Notice requirements.
 - i. Tenant shall immediately notify Landlord in writing of any change in, denial or revocation of, or written challenge to, the tax-exempt status, non-private foundation status, or nonprofit corporate status of Tenant by any relevant governmental entity, and shall notify Landlord in writing within 30 days of determining that any such governmental entity may have reasonable cause to institute such a challenge.
 - ii. Within 30 days of Tenant’s knowledge that any action, suit, inquiry, proceeding or investigation against or affecting Tenant or the Premises has been threatened or filed, Tenant shall notify the Landlord in writing.
 - iii. Tenant shall notify the Landlord if the Tenant has terminated its CEO, and will consult with the Landlord in good faith regarding any minimum qualifications for a replacement CEO as well as regarding any candidates for the position, provided, that although Landlord shall be entitled to suggest replacements for the position to be considered in good faith by Tenant, for the avoidance of doubt, the ultimate decision shall be made solely by Tenant in its sole discretion.

4. Landlord Oversight. In the Lease, Tenant has agreed to perform routine maintenance and custodial services for the Premises. Without supplanting or limiting Tenant’s obligation to keep the Premises in a clean, safe, orderly and sanitary condition, Landlord agrees to assign appropriate maintenance staff to provide regular oversight and management of the Premises to ensure that all fixtures, surfaces, building systems and equipment are maintained in good working order and free from defects and hazardous conditions. Any maintenance staff person assigned by Landlord who may enter the Premises when students are present shall, prior to entry, register with the front desk at the Premises and maintain on file with Landlord a criminal background investigation required by Education Code Section 45125.1, which shall confirm that the individual has not been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (embezzlement, perjury, fraud, etc.), or any offense which may make the individual unsuitable/undesirable to work around students. Landlord shall request and receive subsequent arrest notifications for all such persons from the California Department of Justice to ensure ongoing safety of students. Any persons assigned by Landlord who may have frequent or prolonged contact with students shall have undergone a tuberculosis risk assessment and/or been examined and determined to be free of active tuberculosis. Landlord shall require all such persons to provide Landlord with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial assignment. Landlord shall maintain current tuberculosis clearances for all such personnel.

5. Tenant’s Liability Upon Termination. In the event of termination, Tenant shall have no further obligations under this Lease from and after the date of such termination, except for obligations that accrued prior to the date of such termination.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first hereinabove written.

<p>TENANT: Making Waves Academy, a California Corporation By: _____ Name: _____ Title: _____ Date: _____</p>	<p>LANDLORD: Making Waves Foundation, Inc., a California Corporation By: _____ Name: _____ Title: _____ Date: _____</p>
--	--



Exhibit A

Coversheet

2022-23 Catastrophic Student Accident Insurance - Gallagher

Section: IV. Action Items
Item: H. 2022-23 Catastrophic Student Accident Insurance - Gallagher
Purpose: Vote
Submitted by: Hung Mai
Related Material: 22-23 CAT Student Accident Proposal - Making Waves.pdf

BACKGROUND:

Arthur J. Gallagher & Co. provides Catastrophic Student Accident insurance to MWA, included here is the contract renewal for 2022-23.

RECOMMENDATION:

To review and approve the 2022-23 Catastrophic Student Accident Policy.

Fiscal Impact: \$2,703.78



Insurance | Risk Management | Consulting

April 12, 2022

Making-Waves, Inc., DBA Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806

Re: 2022 – 2023 Catastrophic Student Accident

Dear Hung,

Your policy will be renewing shortly. Attached is our quotation for coverage.

We are not aware of any changes in your exposures to loss, nor are we aware of any changes in your business operations that would necessitate additional coverage options. Please notify us immediately if you are planning any new business operations.

We would like to outline the following notable points for your consideration:

- Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.
- The insurance carrier is Mutual of Omaha Insurance Company.
- The renewal premium for the incumbent option is \$2,703.78, other options are noted on the Compensation Disclosure & Client Authorization to Bind page. You will receive an invoice from our office at time of binding.
- The premium is subject to the following minimum premiums: Option #1 = \$500; Option #2 = \$600; Option #3 = \$650; Option #4 = \$700.
- The premium is based upon Student Count.
- Significant policy exclusions include but are not limited to the following: Please refer to the attached quote page titled "Exclusion & Limitations."
- Immediately report all claims to Mutual of Omaha Insurance Company:
Phone: 1-800-524-2324
Mail: PO Box 31156, Omaha, NE 68131-0156
Email: specialrisk.claims@mutualofomaha.com
Claim Submission Deadline: 90 days or as soon as possible, or within 90 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB92 should be used to submit expenses.
- Gallagher is responsible for the placement of the following lines of coverage: Catastrophic Student Accident
It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.
- It is recommended that you consider purchasing coverage for the following coverages, which are not included in your insurance program:
 - Foreign Travel Package (if necessary)
- This proposal of insurance features insurance policies which contain cancellation provisions to refund premium other than on a pro-rata basis for such occurrences including but not limited to non-payment of premium (short rate penalty provisions). At your request, we can detail the terms of such cancellation provisions.



Insurance | Risk Management | Consulting

To renew this policy, please refer to the 'Client Authorization to Bind Coverage' page attached.

1. Note any changes you desire to be made.
2. Date and sign.
3. Return prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,

Kiki Goldsmith

Compensation Disclosure Schedule

Coverage	Carrier Name	Wholesaler, MGA, or Intermediary Name 1	Estimated Annual Premium 2	Comm % or Fee 3	Gallagher U.S. owned Wholesaler, MGA or Intermediary % 4
Catastrophic Student Accident	Mutual of Omaha Insurance Company	AJG Student Health & Special Risk	Option #1: \$1,749.87	12%	13%
			Option #2: \$2,181.81		
			Option #3: \$2,234.34		
			Option #4: \$2,703.78		

1. We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
2. If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.
* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.
3. The commission rate is a percentage of annual premium excluding taxes & fees.
* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Important Disclosures

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

TRIA/TRIPRA Disclaimer – If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "**CAB**") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have

obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

- A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("**Dispute**"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.
- B. The party asserting a Dispute must provide a written notice ("**Notice**") of the claim to the other party and to the American Arbitration Association ("**AAA**") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.
- C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively “insurance coverages”) handled for a client’s account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

CARRIER RATINGS AND ADMITTED STATUS

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Mutual of Omaha Insurance Company	A+, XV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Making-Waves, Inc., DBA Making Waves Academy

Client Authorization to Bind Coverage

After careful consideration of Gallagher's Proposal dated April 12, 2022 you accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Catastrophic Student Accident – Option #1
	Mutual of Omaha Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Catastrophic Student Accident – Option #2
	Mutual of Omaha Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Catastrophic Student Accident – Option #3
	Mutual of Omaha Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Catastrophic Student Accident – Option #4 – Incumbent Option
	Mutual of Omaha Insurance Company

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Foreign Travel Package

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____

Catastrophic Student Accident Application for 7/1/22 - 7/1/23

Name of School _____

School Address _____

Name of Person Completing Form _____

Title _____

Phone # _____

Signature _____

PLEASE SELECT ONE OF THE BELOW PLAN OPTIONS, PROVIDE THE STUDENT COUNT & OTHER REQUESTED INFORMATION. ONCE COMPLETE, PLEASE RETURN FORM TO Kiki Goldsmith: Kiki_Goldsmith@ajg.com

Plan Option	Do any of your schools have any organized sports teams?	Student Categories	Estimated # of Students for 2022-2023
Option #1 _____ • \$1,000,000 Maximum per Injury • 10 year benefit period • \$50,000 Deductible	Yes <input type="radio"/> No <input type="radio"/>	PK - 8th	
		9th - 12th	
Option #2 _____ • \$1,000,000 Maximum per Injury • 10 year benefit period • \$500,000 CAT Cash Benefit • \$50,000 Deductible	Yes <input type="radio"/> No <input type="radio"/>	PK - 8th	
		9th - 12th	
Option #3 _____ • \$7,500,000 Maximum per Injury • 10 year benefit period • \$50,000 Deductible	Yes <input type="radio"/> No <input type="radio"/>	PK - 8th	
		9th - 12th	
Option #4 _____ • \$7,500,000 Maximum per Injury • 10 year benefit period • \$500,000 CAT Cash Benefit • \$50,000 Deductible	Yes <input type="radio"/> No <input type="radio"/>	PK - 8th	
		9th - 12th	

Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc.

California Charter School Joint Powers Authority

250 East 1st Street
Los Angeles, CA 90012

Presented: March 29, 2022
Effective: July 1, 2022



Student Health &
Special Risk

2022-2023 Catastrophic Student Accident Insurance Renewal

Dan Buckley
Senior Vice President

Gallagher Student Health & Special Risk
500 Victory Road
Quincy, MA 02171
Dan_Buckley@ajg.com

Chris Foti
Client Service Manager

Gallagher Student Health & Special Risk
500 Victory Road
Quincy, MA 02171
Chris_Foti@ajg.com

March 29, 2022

Kiki Goldsmith
Client Service Executive
Arthur J. Gallagher & Co.
18201 Von Karman, Suite 200
Irvine, CA 92612

Re: CCSJPA Catastrophic Student Accident Insurance Proposal – Individual School Purchase
Effective Dates: 7/1/22 – 7/1/23

Dear Kiki,

The coverage outlined within this proposal may not conform to the terms and conditions you requested. Please check this carefully, and check the policy(ies) carefully on receipt. This document is intended for use as evidence that the insurance, as described herein, has been effected and shall be subject to all terms and conditions of policy(ies) which will be issued. In the event of any inconsistency between this document and the policy(ies), the terms and provisions of such policy(ies) shall prevail. We would like to outline the following notable points for your consideration:

- The insurance carrier is Mutual of Omaha Insurance Company with the A.M. Best Rating of A+ (Superior) and the Financial Status of XV; see Carrier Ratings and Admitted Status page.
- Gallagher Student Health & Special Risk Commission: 13%
- AJG Branch Commission: 12%
- Claim Handling Instructions are on the Carrier and Claims Company Information page(s).
- Note: This proposal abides by wholesale mandatory requirements, not those required in a retail proposal. It is the retail agent's responsibility to deliver the retail (Professional Standards) compliant proposal to the client.
- You are not an agent of the insurer and as such cannot (a) bind coverage, (b) make any commitments on behalf of the insurer or their agent. The policy cannot be assigned without the written consent of the insurer or their agent.
- At binding, you commit to any provisions of coverage. There are no flat cancellations allowed.

To bind this policy, please refer to the "Client Authorization to Bind Coverage" page attached. Note any changes you desire, date, sign and return prior to the effective date of coverage.

We appreciate your business and look forward to working with you in the coming year. Please contact me if you have any questions.

Sincerely,



Daniel J. Buckley
Senior Vice President
Gallagher Student Health & Special Risk



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Carrier and Claims Company Information

Carrier Name	Mutual of Omaha Insurance Company
City, State	Omaha, Nebraska
A.M. Best Rating	A+ (Superior)
S&P Rating	AA- (Very Strong)
Moody's Rating	A1 (Good)
Fitch Rating (if applicable)	Not Published
Carrier Description	<p>Mutual of Omaha was founded in 1909. We are a Company you can count on for the strength, stability and security that's even more important in these uncertain times. Mutual of Omaha enjoys a leadership position with several products in the Special Risk marketplace. Several factors contribute to our dominance in this market, including an experienced underwriting staff and strong case management. The Mutual of Omaha brand and reputation create confidence for the sponsoring organization buying our products.</p> <p>Our continued focus is on accident only plans in which we have demonstrated competencies. As an industry leader in Catastrophic and Intercollegiate Sports, we can build on that success to evolve into the "Accident Leader" in the industry.</p>
Claims Submission Information	
Nationwide Toll-Free Number	1-800-524-2324
Claim Form Required? Yes/No	Yes
Claim lookup online? Yes/No	Yes
Claim Submission Deadline	90 days or as soon as possible, or within 90 days of date of injury or first treatment for the injury. Medical bill, HCFA 1500 or UB92 should be used to submit expenses
Mailing address for claim submission	PO Box 31156, Omaha, NE 68131-0156
E-mail address for claim submission	specialrisk.claims@mutualofomaha.com
Website	www.mutualofomaha.com
Customer Service Hours (EST)	Monday – Friday from 8:00 am – 4:00 pm CST
Assigned Specific Claims Examiner? Yes/No	Yes
Claims Processing Time for a complete claim while maintaining a 98.9% financial accuracy (# of days/range)	10-15 business days
HIPAA Compliance with federal privacy and confidentiality requirements Yes/No	Yes

Premium Quotation

Carrier Name: Mutual of Omaha Insurance Company
2022-2023 Premium

Catastrophic Student Accident Insurance Individual School Purchase Rating

Plan Design Options	2022 – 2023 Annual Premium Rate With a \$50,000 Deductible	
	Option #1 \$1,000,000 Maximum per Injury 10 year benefit period	PK-8 All Sports
9-12 All Sports		\$2.35
PK-8 No Football		\$0.70
9-12 No Football		\$1.47
Option #2 \$1,000,000 Maximum per Injury 10 year benefit period \$500,000 CAT Cash Benefit	PK-8 All Sports	\$1.01
	9-12 All Sports	\$2.93
	PK-8 No Football	\$0.87
	9-12 No Football	\$1.86
Option #3 \$7,500,000 Maximum per Injury 10 year benefit period	PK-8 All Sports	\$1.05
	9-12 All Sports	\$2.98
	PK-8 No Football	\$0.90
	9-12 No Football	\$1.91
Option #4 \$7,500,000 Maximum per Injury 10 year benefit period \$500,000 CAT Cash Benefit	PK-8 All Sports	\$1.26
	9-12 All Sports	\$3.62
	PK-8 No Football	\$1.07
	9-12 No Football	\$2.31

Plan Assumptions:

- Each school that would like to purchase coverage will need to complete the insurance program acceptance form included in the follow pages;
- A master policy will be issued to each school purchasing coverage;
- The insurance carriers allow for one ‘coverage class’ of students per level PK-8 and 9-12. For example, if a PK-12 school has football at the high school level, all students at the high school level fall into the class for ‘9-12 All Sports’ and all Prek-8 students fall into the class for ‘PK-8 No Football’. Similarly, if there is football offered at both the PK-8 level and the 9-12 level, then “PK-8 All Sports” and “9-12 All Sports” must be selected.
- Minimum, Fully-Earned Premium for each school that selects to purchase coverage:
 - Option #1: \$500; Option #2: \$600; Option #3: \$650; Option #4: \$700

NOTE: The information contained in this proposal is only an outline of the benefits offered. It is NOT a complete explanation of the policy provisions or specifics of the policy benefits. No coverage is extended via this proposal and no representations are made other than what is stated in the policy. To review a complete description of the program coverage, exclusions, and benefits, please contact us for a specimen copy of the policy.

Schedule of Benefits

Full Excess ¹ Accident Medical Benefit Maximum	\$7,500,000 or \$1,000,000 per injury/accident
Benefit Period	10 Years from the date of covered accident
Deductible ³	\$50,000
Deductible Establishment Period	2 years
Medically Necessary Hospital Inpatient Services	Included in Medical Maximum
Extended Care Facility Confinement	\$365,000 per year
Combined Home Health Care & Custodial Care	\$25,000
Daily Room & Board Limit	Semi-Private Room Rate
Treatment of Mental Disorders	\$50 per visit, 1 visit per day, 50 visits per year
Chiropractic Benefit	\$1,000 per calendar year
Outpatient Physical Therapy Benefits	\$50,000 per calendar year
Prosthetic Device Benefit -Maximum Benefit Amount	\$200,000 (\$300,000 if amputation of the leg is above the knee)
Accidental Death & Dismemberment	\$10,000
Heart or Circulatory Death Benefit	\$10,000
CAT Cash Benefit – Benefit Included if This Plan Option is Chosen	
Catastrophic Cash Benefit	\$500,000 Maximum Benefit
Lump Sum Payable after the Loss Period has been met	\$100,000
Benefit Amount payable per year thereafter	\$40,000
Maximum Benefit Period	10 Years

¹ This insurance is excess over any other valid and collectible insurance program or similar benefit program available to the Insured Person.

³ Eligible medical expenses under any other insurance policy or service contract will be used to satisfy or reduce the Covered Accident Deductible.

Exclusions and Limitations

No benefits are payable for:

1. bacterial infection, except infection of and through a wound accidentally sustained;
2. loss from intentionally self-inflicted injury, suicide while sane or insane;
3. loss from commitment of or an attempt to commit a felony, or engagement in an illegal activity;
4. loss from an act of declared or undeclared war;
5. loss from participation in a riot or insurrection;
6. loss from travel or flight in or descent from any aircraft, unless the Insured is a passenger for authorized group or team travel on a regularly scheduled flight on a commercial airline, or is a passenger on an aircraft chartered solely for the purpose of travel which has a valid airworthiness certificate from the jurisdiction in which operated and which is being operated by a duly licensed pilot;
7. charges which exceed the Allowable Expense;
8. charges incurred for dental work unless the Insured sustains an Injury which results in damage to his or her natural teeth;
9. charges incurred for television, telephone, water pitcher, and other personal convenience items, or expenses for other persons, except as may be specifically provided for elsewhere in this policy;
10. charges incurred for services or supplies not specifically provided for in the policy;
11. charges which would not have been made in the absence of insurance or which the Insured is not legally obligated to pay;
12. charges incurred for cosmetic procedures, unless made Medically Necessary by an Injury;
13. charges incurred for eyeglasses, contact lenses, or hearing aids or for any examination or fitting related to these devices unless made Medically Necessary by an Injury;
14. charges incurred for care, treatment, or service which is not Medically Necessary to the diagnosis or treatment of an Injury;
15. charges incurred for the professional services of a person who either lives with the Insured or is an Immediate Family Member;
16. charges incurred for Experimental or Investigational Drug or Treatment;
17. charges incurred for articles of clothing which are intended for use more than once;
18. routine medical examination and related medical services;
19. charges which are recoverable from any other insurance policy, service contract, Workers' Compensation, or other arrangements of insured or self-insured group coverage;
20. charges for mental or nervous disorders, except as specifically provided herein;
21. elective treatment or surgery, health treatment, or examination where no Injury is involved;
22. acts of aggression, assault, or battery (only if instigated by the Insured);
23. fighting or brawling (other than an act of aggression instigated by an Insured);
24. drugs that promote fertility, treat infertility, enable sexual performance, or provide sexual enhancement;
25. injuries associated with activities or travel outside the United States unless the Injury occurred as part of an Activity held outside the United States and the treatment is not considered an Experimental or Investigational Drug or Treatment in the United States;
26. sickness, disease, bodily or mental infirmity, or medical or surgical treatment thereof, or bacterial or viral infection, regardless of how contracted. This does not exclude bacterial infection that is the natural and foreseeable result of an Injury or accidental food poisoning;
27. treatment in any Veterans Administration or federal Hospital, unless there is a legal obligation to pay;
28. Pre-existing Condition;
29. active duty service in any Armed Forces;

30. voluntary self-administration of any drug or chemical substance not prescribed by or not taken according to the directions of the Physician;
31. Injury caused by, attributable to, or resulting from the Insured's Intoxication;
32. Injury caused by, attributable to, or resulting from the Insured's use of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
33. operating a motor vehicle under the influence of a Controlled Substance unless administered on the advice of a Physician and taking the prescribed dosage;
34. operating a motor vehicle while having a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where the Injury occurred;
35. services or treatment incurred to the extent they are paid or payable under any Other Insurance Plan;
36. services or treatment incurred to the extent that they are paid or payable under any automobile insurance policy without regard to fault. This exclusion does not apply in any state where it is prohibited;
37. Injury sustained by reason of a motor vehicle accident to the extent that benefits are paid or payable by any Other Insurance Plan.

Carrier Ratings and Admitted Status

Proposed Insurance Companies	A.M. Best's Rating & Financial Size Category *	Admitted/Non-Admitted **
Mutual of Omaha Insurance Company	A+ XV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Coversheet

Vendor Invoices for March 2022

Section: IV. Action Items
Item: I. Vendor Invoices for March 2022
Purpose: Vote
Submitted by: Hung Mai
Related Material: Bill Payment List - March 2022.pdf

BACKGROUND:

Vendor invoices for March 2022.

Fiscal Impact: \$774,151

RECOMMENDATION:

Review and approve the March 2022 vendor invoices.

Making Waves Academy				
Bill Payment List				
March 2022				
Date	Num	Vendor	Amount	Descriptions
3/14/2022	16516	1CARE Medical Diagnostics	\$ 45,985.00	Contract Services
3/7/2022	16491	Ameriflex LLC	\$ 278.05	FSA Administrative Fee
3/21/2022	16532	Anchor Counseling & Education Solutions, LLC	\$ 26,012.50	SPED Service
3/21/2022	16533	AT&T CALNET	\$ 550.79	Utility
3/14/2022	16517	Bay Area Charters	\$ 2,280.00	Transportation for Field Trip and Sport
3/21/2022	16534	Bay Area Charters	\$ 3,819.49	Transportation for Field Trip and Sport
3/21/2022	16535	Bay Area International Translation Services LLC	\$ 60.00	Translation Services
3/7/2022	16492	California Choice Benefit Administrators	\$ 140,993.67	Health Insurance
3/8/2022	16515	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
3/8/2022	16514	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
3/21/2022	16551	California Commission on Teacher Credentialing	\$ 100.00	Contracted Services
3/7/2022		Canon Financial Services, Inc.	\$ 4,532.32	Copier Lease
3/1/2022	16485	Charter Safe	\$ 34,003.00	Liability and Worker Comp Insurance
3/1/2022		Chase	\$ 17,737.73	Credit Card Payment
3/7/2022	16493	Christ the Lord Episcopal Church	\$ 300.00	Facility Rental Fee
3/14/2022	16518	Cintas	\$ 4,016.55	Custodial Supplies
3/7/2022	16494	City of Pinole	\$ 4,662.00	Facility Rental Fee
3/7/2022	16495	Colonial Life	\$ 311.10	Health Insurance
3/7/2022		Comcast	\$ 3,284.21	Internet Provider
3/7/2022	16496	Contra Costa Health Services	\$ 646.75	Contracted Services
3/14/2022	16519	Corodata	\$ 49.88	Storage Fee
3/21/2022	16536	Cross Country Education	\$ 568.70	SPED Service
3/14/2022	16520	Dialink Corporation	\$ 2,118.26	IT Contracted Services
3/7/2022	16497	Document Tracking Services	\$ 228.29	IT Contracted Services
3/21/2022	16537	Document Tracking Services	\$ 395.00	IT Contracted Services
3/14/2022	16521	EdTec Inc	\$ 975.00	School Attendance Service
3/28/2022	16552	EdTec Inc	\$ 1,275.00	School Attendance Service
3/7/2022		Fruge Psychological Assoc Inc	\$ 45,105.00	Psychologist
3/7/2022	16498	Hanna Interpreting Services LLC	\$ 8,431.20	Contract Services

Making Waves Academy				
Bill Payment List				
March 2022				
Date	Num	Vendor	Amount	Descriptions
3/21/2022	16538	Hanna Interpreting Services LLC	\$ 3,860.40	Contract Services
3/14/2022		Joel Mackey	\$ 3,500.00	Coach Payment
3/7/2022	16499	Jostens	\$ 932.04	Graduation Supplies
3/21/2022	16539	Kronos	\$ 4,456.83	Payroll system
3/14/2022		Kwak, Do Yen (Eric)	\$ 2,000.00	Coach Payment
3/14/2022	16522	Law Offices of Young, Minney & Corr, LLP	\$ 9,586.45	Legal Fees
3/1/2022	16487	LBM, Business Services Inc.	\$ 1,229.17	E-Rate
3/14/2022	16523	Linde Group	\$ 16,251.85	IT Support
3/28/2022	16553	Lloyd F. McKinney Associates Incorporated	\$ 467.50	IT Contracted Services
3/7/2022	16500	Lozoff, Pamela	\$ 894.00	Contract Services
3/14/2022	16524	Making Waves Foundation, Inc.	\$ 146,098.00	School Lease
3/21/2022	16540	Maria Munoz Services	\$ 850.00	Contract Services
3/21/2022	16541	Maxim Healthcare Services Holdings, Inc.	\$ 3,890.10	Contract Services
3/28/2022	16554	Maxim Healthcare Services Holdings, Inc.	\$ 3,994.00	Contract Services
3/7/2022	16501	Nelson	\$ 19.39	Staff Recruitment
3/21/2022	16542	Netronix Integration, Inc.	\$ 1,712.48	Contract Services
3/7/2022	16502	Nob Hill Catering Inc	\$ 23,750.95	Student Food
3/21/2022	16543	Nob Hill Catering Inc	\$ 7,212.00	Student Food
3/7/2022	16503	Office Depot	\$ 1,106.25	Office Supplies
3/21/2022	16544	Office Depot	\$ 1,755.86	Office Supplies
3/28/2022	16555	Office Depot	\$ 101.43	Office Supplies
3/7/2022	16504	Orkin Pest Control	\$ 1,618.00	Building Repairs/Maintenance
3/7/2022		Pacheco's Cleaning Service	\$ 2,850.00	Janitorial Services
3/7/2022	16505	Parikh, Sarwang	\$ 894.00	Contract Services
3/7/2022		PG & E - 0911653377-0	\$ 3,353.29	Utility
3/7/2022		PG & E - 1229161920-8	\$ 10,240.30	Utility
3/7/2022		PG & E - 2538827590-8	\$ 6,818.04	Utility
3/7/2022		PG & E - 5344744823-3	\$ 2,210.50	Utility
3/7/2022		PG & E - 6293019192-9	\$ 11,912.39	Utility

Making Waves Academy				
Bill Payment List				
March 2022				
Date	Num	Vendor	Amount	Descriptions
3/7/2022	16506	PLIC - SBD GRAND ISLAND	\$ 20,867.28	Health Insurance
3/7/2022		Quadient Leasing USA, Inc	\$ 223.89	Copier Lease
3/7/2022		Quadient Leasing USA, Inc	\$ 973.27	Copier Lease
3/14/2022		ReadyRefresh by Nestle	\$ 222.40	Drinking Water Supplies
3/14/2022		ReadyRefresh by Nestle	\$ 153.73	Drinking Water Supplies
3/7/2022		Republic Services #851	\$ 4,733.62	Waste Management
3/14/2022	16525	Rids Brother Company Inc	\$ 6,734.40	SPED Transportation Service
3/14/2022		Robert Half Technology	\$ 10,846.22	IT Contracted Services
3/7/2022	16507	RTF Edu Enterprises, Inc.	\$ 33,454.50	Interventionist
3/21/2022	16545	Sage Intacct, Inc.	\$ 17,001.75	Accounting Software
3/28/2022	16556	Scoot Education Inc	\$ 1,236.00	Substitutes Fee
3/7/2022	16508	Seneca Family of Agencies	\$ 3,780.00	SPED Service
3/21/2022	16546	Seneca Family of Agencies	\$ 2,100.00	SPED Service
3/14/2022		Singleton, Daysha	\$ 1,700.00	Coach Payment
3/14/2022		Sneed, Shantrell	\$ 2,000.00	Coach Payment
3/14/2022	16526	Sterling	\$ 217.00	Background Check
3/14/2022		Sutherland, Tiffany	\$ 2,200.00	Coach Payment
3/14/2022	16527	Swing Education, Inc	\$ 1,490.00	Substitutes Fee
3/7/2022	16510	Teachers on Reserve	\$ 3,935.34	Substitutes Fee
3/21/2022	16547	Teachers on Reserve	\$ 3,714.69	Substitutes Fee
3/28/2022	16557	Teachers on Reserve	\$ 2,193.21	Substitutes Fee
3/14/2022	16528	The Education Team	\$ 565.96	Substitutes Fee
3/21/2022		The Education Team	\$ 1,391.60	Substitutes Fee
3/28/2022		The Education Team	\$ 1,141.91	Substitutes Fee
3/14/2022	16529	The Office City	\$ 746.30	Supplies
3/21/2022	16548	The Office City	\$ 599.54	Supplies
3/7/2022	16511	The Speech Pathology Group	\$ 775.00	SPED Service
3/7/2022	Voided - 16385	The Speech Pathology Group	\$ (775.00)	SPED Service
3/14/2022	16530	The Speech Pathology Group	\$ 5,069.75	SPED Service

Making Waves Academy				
Bill Payment List				
March 2022				
Date	Num	Vendor	Amount	Descriptions
3/21/2022	16549	The Speech Pathology Group	\$ 3,773.75	SPED Service
3/7/2022	16509	T-Mobile	\$ 5,920.00	Telephone
3/14/2022		Treseler, William	\$ 3,000.00	Coach Payment
3/28/2022	16558	Troyer's Door Control, Inc.	\$ 1,050.00	Building Repairs/Maintenance
3/14/2022		Verizon Wireless	\$ 4,456.92	Telephone
3/7/2022	16512	Vision Service Plan	\$ 1,680.93	Health Insurance
3/14/2022		Williams, Caila	\$ 1,700.00	Coach Payment
3/28/2022	16559	World's Finest Chocolate	\$ 792.00	Supplies
		March 2022	\$ 774,150.67	
		March 2021	\$ 677,886.94	

Coversheet

Solarwinds Help Desk Platform

Section: IV. Action Items
Item: J. Solarwinds Help Desk Platform
Purpose: Vote
Submitted by: Damon Edwards
Related Material: SolarWinds Quote - Making Waves Academy.pdf

BACKGROUND:

SolarWinds Service Desk is an online customer service desk ticketing and equipment inventory system utilized by the MWA IT, Data and Assessment, and Operations teams. The platform provides the following functionality: 1) Consolidates, manages, and prioritizes incoming tickets and requests. 2) Service catalog standardizes service request and fulfillment processes. 3) Fully integrated IT asset management compiles hardware, software, POs, and more. 4) Service portal for users to have a single sign on.

RECOMMENDATION:

Please approve the SolarWinds renewal quote with fiscal impact of \$30,250.50 in FY 2022/23.

SolarWinds Renewal Quote



Valid Until: 31 May 2022

Terms: Net 30

Quote#: Q-222079
 SolarWinds ID: SW22670199
 Currency: USD

Questions?

Contact your renewal representative if you have questions about your order.

Joshua Bronson

joshua.bronson@solarwinds...

Contact Renewal Department

By phone:
 866.530.8100

By e-mail:
 renewals@solarwinds.com



Company:	Making Waves Academy	Company:	SolarWinds
Address:	Making Waves Academy 3220 Blume Dr, Richmond, Richmond CA United States	Address:	PO BOX 730720 Dallas, TX 75373
Email:	dedwards@mwacademy.org	Tax ID#:	73-1559348
Phone:	(510) 964-2403	Renewal Contact:	Joshua Bronson
		Email:	joshua.bronson@solarwinds.com
		Phone:	-

Quote Line	Product	Quantity	Term (Months)	SKU	Start Date	End Date	Unit Price	Total
1	Professional Asset Management - Service with Co-Terminus Maintenance (expiring same day as Service Agent license) - Annual Subscription Renewal	3200	12	201802	31 May 2022	31 May 2023	\$ 3.47	\$ 11,104.00
2	Professional Service Agent Users - Annual Subscription Renewal	30	12	201803	31 May 2022	31 May 2023	\$ 630.55	\$ 18,916.50
3	Subtotal Group - Subscriptions							\$ 30,020.50

Pricing above may not include local taxes, for which the customer is responsible.

Sub-Total: \$ 30,020.50

Total Amount Due: \$ 30,020.50



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Coversheet

Employee Handbook

Section: IV. Action Items
Item: K. Employee Handbook
Purpose: Vote
Submitted by: Fe Campbell
Related Material: MWA Employee Handbook 2022-23 & Executive_Summary.pdf

BACKGROUND:

Each year HR submits the employee handbook changes for board review effective in the upcoming school year. Please reference the attached executive summary which highlights all changes made that are consistent with recent laws.

Executive Summary – Employee Handbook Revision (2022-2023)

The annual review of the MWA Employee Handbook produced the following changes:

- Addition of language in the Equal Employment Opportunity Policy consistent with recent California law updates **(pg. 10)**.
 - *Sex stereotype (including an assumption about a person’s appearance or behavior, gender roles, gender expression, or gender identity, or about an individual’s ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual’s sex)*
- Addition of language in the Immigration Compliance Policy consistent with the Immigrant Worker Protection Act **(pg. 15)**.
 - *In compliance with the immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.*
- Addition of language in the Professional Boundaries: Staff/Student Interaction Policy **(pg. 18)**.
 - *Asking another staff member, such as Operations or Dean staff, for support with students that are exhibiting unacceptable behavior in the school bathrooms.*
- Addition of language in the Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation to align with the update to the School’s EEO policy **(pg.20)**.
- Addition of Service Animal Accommodation Policy **(pg. 27)**.
- Addition of language in the School-Owned Technology Policy **(pg. 31)**.
 - *If an employee’s laptop is stolen due to gross negligence, the employee will be responsible for the cost of replacing the laptop.*
- Addition of language in the Temporary Salary Increase policy to provide additional guidance to supervisors **(pg. 43)**
 - *The recently promoted employee is assuming duties in addition to their new responsibilities due to a position vacancy.*
- Update to Sick Leave Policy to require medical evidence after an employee has been absent longer than three (3) days due to illness **(pg.50)**.
- Addition of language in the Family Care and Medical Leave Policy consistent with recent changes to the California Family Rights Act (CFRA) **(pg.53)**.
- Addition of language in the Victims of Abuse Leave Policy consistent with recent changes related to the expansion of the types of crimes that an employee may take unpaid leave for **(pg.63)**.
- Under the COVID-19 Addendum removed language about the FMLA Leave Expansion since the requirement has expired **(pg. 71)**.

Making Waves Academy

Employee Handbook

2022-2023

4123 Lakeside Drive
Richmond, CA 94806
(510) 262-1511
<https://www.makingwavesacademy.org/>

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Acknowledgement of Receipt of Employee Handbook

Employee Name

I ACKNOWLEDGE that I have received a copy of the Employee Handbook. I have read and understood the contents of the Handbook, and I agree to abide by its directions and procedures. I have been given the opportunity to ask any questions I might have about the policies in the Handbook. I understand that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Handbook. I also understand that if I am ever unclear on any language, or policies and procedures in this Handbook, it is my responsibility to seek clarification from the School.

I understand that the statements contained in the Handbook are guidelines for employees concerning some of the School's policies and benefits, and are not intended to create any contractual or other legal obligations or to alter the at-will nature of my employment with the School. In the event I do have an employment contract which expressly alters the at-will relationship, I agree to the foregoing except with reference to an at-will employment status.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the School.

I understand that other than the Board of the School, no person has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Board has the authority to make any such agreement and then only in writing signed by the Board President.

Employee Signature

Date

Welcome Letter

From Alton B. Nelson Jr., Making Waves Academy CEO

Dear Making Waves Academy Staff,

2022-23 marks the sixteenth year of the school. In that time, we have graduated eight classes of high school seniors. Of that senior class, nearly 95% (on average) pursue college with about 70%-75% or more attending four-year colleges and another 20%-25% attending community college. The spring of 2019 marked the first cohort of MWA alumni to graduate from college. Graduates from various colleges included Cal Berkeley, Columbia University, Prairie View (an HBCU), and St. Mary's College. In that time span, other Wave-Makers earned their Associate Degrees in area community colleges.

Making Waves Academy ("MWA") is a WASC-accredited, 5th through 12th grade public charter school and that is also a non-profit, tax exempt organization. The aim of Making Waves Academy is to work with and provide holistic support to historically underserved young people from Richmond and the surrounding community, and for these students to have access to a high- quality 5th-12th grade public education, go on to college, and become contributing members in their respective communities. The vision of MWA is for our students to graduate from four-year colleges, and other appropriately-challenging, post-secondary education and career pathway institutions, with minimal debt. We help students identify what they are passionate about, what their dreams for themselves are, and support them in aligning their career pathway pursuits, passions, and dreams with post-secondary education pathways and options.

Upon graduation from MWA, the College Advising Program (CAP) staff of coaches and administrators work with MWA graduates on their varied post-secondary pathways to provide financial and coaching support to students in meeting challenges that may arise. For over thirty years, Making Waves has successfully supported hundreds of hard-working students in colleges and universities throughout the country on the pathway to earning their degrees and certifications.

In order for the organization to be successful, and in order to develop and maintain a healthy, productive, and safe work environment, there are policies, procedures, and protocols that must be followed by all MWA employees. To this end, please find this detailed set of policies, procedures, and guidelines governing MWA employee expectations.

The MWA community, comprised of students, parents, staff, faculty, administration, and members of the Board of Directors, work to support the attainment of Wave-Maker goals of college graduation, realizing their goals for themselves, and "recycling their success" by giving back to their respective communities. Following and adhering to the policies and procedures of this Handbook helps to create a safe and supportive environment for the community of adults and students at MWA. Thank you.

Mission, Vision, Values, History, and Program

Objective

Our objective is to address the disparity in educational opportunity that exists between suburban and urban youths, and to improve the educational opportunities for students in the Richmond area.

Mission

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.

Vision of Impact

- Traditionally underserved students in Richmond and Contra Costa County
- 70% of our students will earn an appropriately challenging post-secondary degree, graduating with minimal college debt.

Core Values



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.

Our History

In 1989, John Scully, Managing Director of the investment firm, SPO Partners, had a vision. He shared this vision with fellow Branson School (a private school in Ross, CA) Board Member, the late Reverend Eugene Farlough, Pastor of the Sojourner Truth Presbyterian Church in Richmond, and together they created Making Waves, an organization that would support the healthy well-being, education and pre-career development of urban children. Mr. Scully's vision grew from his experiences and his observation of numerous public education systems in the state of California and throughout the nation. From these observations, he concluded that the disparity in equal educational opportunity between the "haves" and the "have-nots" in our society was increasing at an alarming rate. Mr. Scully also concluded that unless innovative programs were created to support and augment the efforts of certain public school systems, this circumstance would continue to worsen. He reasoned that this deteriorating condition was unacceptable because of its inevitable, undeniable outcome: millions of Americans lacking the skills required to provide an adequate quality of life for themselves, their families and the communities in which they reside. While Mr. Scully does not serve in any formal capacity at MWA, his role as Founder of Making Waves, his reasons for starting Making Waves, and his vision for serving this community informs our approach. Making Waves Academy opened its doors to its first students in 2007.

Our Program

From our origins as an after-school tutoring and teaching program, we have evolved into a comprehensive, holistic, 5th-12 grade public charter school. Our tremendous success is predicated on a program that focuses on the whole child and provides an array of services: rigorous academic instruction, academic support, transportation, healthy meals, mental health counseling, college counseling, family support.

Introduction to Handbook

The purpose of this Handbook is to summarize certain personnel policies and benefits of Making Waves Academy ("the School") and to acquaint employees with some of the terms and conditions of employment with the School. Please read it carefully and keep it for future reference.

The School reserves the right to make changes to this handbook as detailed in the [Amendments Policy](#). Employees are responsible for knowing about and understanding those changes once they have been disseminated. The School also reserves the right to interpret the provisions of this handbook. For this reason, employees should check with the Human Resources department to obtain information regarding specific employment guidelines, practices, policies, or procedures.

Because employment at the School is "at will," employees should not interpret anything in this handbook as creating a contract or guarantee of continued employment.

This handbook is the property of the School, and is intended for the personal use and reference by employees of the School. Circulation of this handbook outside of the School requires the prior written approval of the Human Resources department.

Conditions of Employment

Equal Employment Opportunity Is Our Policy

The School is an equal opportunity employer. It is the policy of the School to afford equal employment and advancement opportunities to all qualified individuals without regard to their perceived or identified:

- Race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists);
- Color;
- 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);
- Sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex);
- Religious creed (including religious dress and grooming practices);
- Marital/registered domestic partner status;
- Age (forty (40) and over);
- National origin or ancestry (including 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.

This policy extends to all job applicants and employees and to all aspects of the employment relationship, including the hiring of new employees and the training, transfer, promotion, discipline, termination, compensation and benefits of existing employees.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Office and request such an accommodation. The individual with the disability should specify what accommodation he or she needs to perform the job, or if unknown, what job duties the disability impairs. The School then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform the job. The School will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the

accommodation.

Open Door Policy

The School has an Open Door Policy that encourages employees to participate in decisions affecting them and their daily professional responsibilities. Employees who have job-related concerns or complaints are encouraged to discuss them with their supervisor or any other management representative with whom they feel comfortable. The School believes that employee concerns are best addressed through this type of informal and open communication.

Employees are encouraged to raise work-related concerns with their immediate supervisor, or with a supervisor or other management representative of their choice, as soon as possible after the events that cause the concern. Employees are further encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. Although the School cannot guarantee that in each instance the employee will be satisfied with the result, the School will attempt in each instance to explain the result to the employee if the employee is not satisfied. The School will also attempt to keep all such expressions of concern, the results of any investigation, and the terms of the resolution confidential. In the course of investigating and resolving the matter, however, some dissemination of information to others may be necessary or appropriate. No employee will be disciplined or otherwise penalized for raising a good-faith concern in a professional manner.

Employees who conclude that work-related concerns should be brought to the attention of the School by written complaint and formal investigation may avail themselves of the "Internal Complaint Review" procedure set forth in this Handbook.

At-Will Employment

Except if stated expressly otherwise by employment contract, it is the policy of the School that all employees are considered "at-will" employees of the School. Accordingly, either the School or the employee can terminate this relationship at any time, for any reason, with or without cause, and with or without advance notice.

Nothing contained in this Handbook, employment applications, School memoranda or other materials provided to employees in connection with their employment shall require the School to have "cause" to terminate an employee or otherwise restrict the School's right to release an employee from their at-will employment with the School. Statements of specific grounds for termination set forth in this Handbook or elsewhere are not all-inclusive and are not intended to restrict the School's right to terminate at-will. No School representative, other than the Board of Directors or its designee, is authorized to modify this policy for any employee or to make any representations to employees or applicants concerning the terms or conditions of employment with the School that are not consistent with the School's policy regarding "at-will" employment.

This policy shall not be modified by any statements contained in this Handbook or employee applications, School memoranda, or any other materials provided to employees in connection with their employment. Further, none of those documents whether singly or combined, or any employment practices, shall create an express or implied contract of employment for a definite period, nor an express or implied contract concerning any terms or conditions of employment.

Work Eligibility

In compliance with federal law, the School only employs United States citizens or other individuals who have the legal right to work in the United States. On or before their first day of work, all employees must complete a Department of Homeland Security Form I-9 and provide proof of identity and eligibility to work in the United States.

If proof of eligibility is not provided within three business days from the first day of work, the School may terminate their employment. If they have previously worked at the School within the last three years, employees do not need to submit a new Form I-9, unless the Form I-9 is no longer valid. Human Resources will confirm if a new Form I-9 is needed during the onboarding process.

Rehire Eligibility

Consistent with Making Waves Academy's ("MWA" or the "School") Equal Opportunity Employment Policy, the School shall afford equal employment and advancement opportunity to all qualified individuals without regard to race, color, gender, sex, national origin, age, sexual orientation, or any other protected class. Nevertheless, applicants previously employed with MWA may not be eligible for rehire should one (1) or more of the disqualifying reasons outlined below apply.

The School reserves the right to not rehire any former School employee for any lawful, non-discriminatory reason within its sole and unreviewable discretion. It is the policy of the School that applicants may be disqualified from rehire for certain reasons, including but not limited to one (1) or more of the following reasons:

- Prior involuntary separation from MWA (e.g., release from at-will employment, non-renewal, etc.) for any reason related to job performance or conduct;
- Prior resignation in lieu of anticipated or planned termination;
- Prior informal or formal record of job performance or conduct issues;
- Failure to clear a criminal background check;
- Failure to possess or maintain the credential/certificate required of a position at MWA; and
- Failure to fulfill immigration compliance requirements.

Child Abuse and Neglect Reporting

California Penal Code section 11166 requires any child care custodian who has knowledge of, or observes, a child in their professional capacity or within the scope of their employment whom he or she 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.

The School will provide annual training on the mandated reporting requirements, as required by law. Mandated reporter training will also be provided to employees hired during the course of the school year. This training will include information that failure to report an incident of known or reasonably suspected child abuse or neglect, as required by Penal Code section 11166, is a misdemeanor punishable by up to

six (6) months confinement in a county jail, or by a fine of one-thousand dollars (\$1,000), or by both that imprisonment and fine.

All employees required to receive mandated reporter training must provide proof of completing the training within the first six (6) weeks of each school year or within the first six (6) weeks of that employee's employment.

By acknowledging receipt of this Handbook, employees acknowledge they are child care custodians and are certifying that they have knowledge of California Penal Code section 11166 and will comply with its provisions.

Criminal Background Checks

As required by law, all individuals working or volunteering at the School will be required to submit to a criminal background investigation. No condition or activity will be permitted that may compromise the School's commitment to the safety and the well-being of students taking precedence over all other considerations. Conditions that preclude working at the School include conviction of a controlled substance or sex offense, or a serious or violent felony. Additionally, should an employee be arrested for, charged with, or convicted of any offense during his/her employment with the School, the employee must immediately report as much to the Director of Human Resources.

Tuberculosis Testing

On or before an employee's start date, all new employees of the School 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 employee 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 employees will be required to undergo TB risk assessments and, if risk factors are found, the examination at least once every four (4) years. Volunteers may be required to undergo a TB examination as necessary. The TB risk assessment and, if indicated, the examination is a condition of initial employment with the School and the cost of the exam will be borne by the applicant. Food handlers may be required to have annual TB exams. Documentation of employee and volunteer compliance with TB risk assessments and examinations will be kept on file in the HR office. This requirement also includes contract food handlers, substitute teachers, and student teachers serving under the supervision of an educator. Any entity providing student services to the School will be contractually required to ensure that all contract workers have had TB testing that shows them to be free of active TB prior to conducting work with School students.

Immigration Compliance

The School will comply with applicable immigration law, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States. However, the School will not check the employment authorization status of current employees or applicants who were not offered positions with the School unless required to do so by law.

The School shall not discharge an employee or in any manner discriminate, retaliate, or take any adverse action (e.g., threatening to report the suspected citizenship or immigration status of an employee or a

member of the employee's family) against any employee or applicant for employment because the employee or applicant exercised a right protected under applicable law. Further, the School shall not discriminate against any individual because he or she holds or presents a driver's license issued per Vehicle Code § 12801.9 to persons who have not established their federally-authorized presence in the United States. Finally, in compliance with the immigrant Worker Protection Act, the School shall not allow a federal immigration enforcement agent to enter any nonpublic areas of the School without a judicial warrant, or voluntarily give consent to an agent to access, review or obtain employee records without a subpoena or judicial warrant.

Professional Boundaries: Staff/Student Interaction Policy

The School 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:

Examples of PERMITTED actions (NOT corporal punishment)

1. Stopping a student from fighting with another student;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a student;
4. Forcing a pupil 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.

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 -- THIS IS 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 the school.
- (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 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.
- (t) Asking another staff member, such as Operations or Dean staff, for support with students that are exhibiting unacceptable behavior in the school bathrooms.

Visitors Policy

Partnership between Making Waves Academy, parents 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, given that they adhere to the visitor policy.

Visitors who are not parents or guardians of currently enrolled students, including but not limited to former students, former employees, family members of current students and siblings who are not currently enrolled at Making Waves Academy 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 (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.

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:

1. Enter and leave the classroom as quietly as possible.
2. Do not converse with students or teachers during the visit.
3. Keep the length and frequency of classroom visits reasonable, based on the activity being observed.

Administrator's Authority

Adults and minors over 16 years of age who enter Making Waves Academy and fail to adhere to the visitor policy or who defy the director/designee's authority may be reported to the appropriate police agency and may be subject to criminal charges.

Parent Rights

1. Parents have the right to observe classrooms in which their child is enrolled after making a request in advance, within a reasonable timeframe.
2. Parents have the right to request a meeting with a classroom teacher, a school leader or their designee after observing their student.

Parents do not have the right to:

1. Willfully interfere with the discipline, order or conduct in any classroom or activity with the intent to disrupt, obstruct, or inflict damage to property or bodily injury to any person.
2. Disrupt class work, extracurricular activities or cause disorder in a place where a school employee is required to perform their duties.

Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation

The School is committed to providing a work and educational atmosphere that is free of unlawful harassment, discrimination, and retaliation. The School's policy prohibits unlawful harassment, discrimination, and retaliation based upon: race (including traits historically associated with race, such as hair texture and hairstyle, including but not limited to braids, locks, and twists); color; 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 related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including 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 a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

The School does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Director of Human Resources or designee.

When the School receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the CEO) or the CEO or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. The School is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

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 because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

Prohibited Unlawful Sexual Harassment

The School is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's

employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against their or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Director of Human Resources. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

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 employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
 - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, 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 to work or possessing any such material to read, display or view at work;
- Reading publicly or otherwise publicizing in the work 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 employee by sex in an area of the workplace (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. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate the School policy.

Whistleblower Policy

The School requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Please review the Internal Complaint Policy for the School's policies on complaint reporting. While employees are encouraged to first resolve any complaint with their immediate supervisor, formal written complaints may also be made to the Director of Human Resources.

Anti-Nepotism Policy

The purpose of this policy is to maintain the highest level of integrity in all actions of the School by avoiding favoritism, the appearance of impropriety, and conflicts of interest often associated with nepotism. Nepotism is inconsistent with the School's policy of making decisions based solely on the School's mission, business needs, and any individual's qualifications, skills, ability and performance.

Definition of "Related Persons"

The following relationships in employment create an inference of nepotism:

- Parent and child
- Siblings
- Grandparent and grandchild
- Aunt and/or uncle and niece and/or nephew
- First cousins
- Spouses and registered domestic partners
- Guardian and ward
- Any corresponding in-law, step, or adoptive relative, or anyone residing on a permanent basis in the home of a current School employee or student.
- Persons engaged in amorous relationships; an amorous relationship exists when two (2)
- persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated.

Employees

Employees may not engage in a romantic relationship with an employee under their supervision. Further, romantic relations between employees are discouraged as they may negatively impact the workplace for the employees involved, and create a negative or potentially hostile, or otherwise unlawful environment for the School, other employees, and/or students.

Job Applicants

As a family-friendly organization, the School does not discriminate against job applicants who are relatives of School employees. Such applicants may apply for employment in any department that is not under the supervision or control of a relative. A job applicant who is a relative of a School employee shall be subject to the same application requirements as all other candidates. The hiring process may not include the School employee relative. Screening and interviewing will be conducted by an impartial interview and hiring committee consisting of multiple members. In the event the applicant is selected for employment, the applicant shall not be hired for a position where one relative would be under the supervision or control of the other relative.

Employment Decisions

No School employee (including administrators, certificated employees, and classified employees) or any volunteer may make, participate in, or attempt to influence the hiring, management, or other business decisions involving a relative, or pressure or cause others to do so. Therefore, there can be no direct reporting or supervisory relationship between relatives, and all employment decisions must be made by others.

If an employee is to be assigned to a position that is under the supervision or control of a relative who has or may have a direct effect on the individual's progress or performance, or an individual is to be assigned to a position with the same immediate supervisor as a relative, a management plan must be devised and approved by the head of the department, with final approval by a School Leader. A management plan is also required when an individual already assigned to a position becomes a relative of a supervisor, subordinate, or someone who works for the same immediate supervisor.

The purpose of the management plan is to outline supervision and evaluation procedures that will mitigate possible conflicts of interest. The management plan must address reporting relationships, supervision,

and evaluation that will assure that there will be no decision-making based upon relationships between relatives in promotion, compensation, hours, or other conditions of employment.

Final approval of hiring recommendations and personnel actions is the exclusive right of a School Leader or their appointed representative.

Policy Violations

Policy violations will not be tolerated and can subject the involved parties to adverse action, up to and including discipline/termination.

Drug and Alcohol Free Workplace

The School is committed to providing a drug and alcohol free workplace and to promoting safety in the workplace, employee health and well-being, customer confidence and a work environment that is conducive to attaining high work standards. The use of drugs and alcohol by employees, whether on or off the job, jeopardizes these goals, since it adversely affects health and safety, security, productivity, and public confidence and trust. Drug or alcohol use in the workplace or during the performance of job duties is extremely harmful to employees and to other the School stakeholders.

Any employee, who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. The School will take all reasonable steps to assist an employee who requests time off to participate in a rehabilitation program. However, participation in a rehabilitation program may not shield the employee from disciplinary action for a violation of this policy, particularly if the policy violation occurred before the employee sought assistance. In the School's sole and absolute discretion, the School may choose not to discharge an employee for a violation of this policy if the employee satisfactorily completes a School-approved drug and/or alcohol rehabilitation program, and the School determines that the employee does not pose a safety risk to students, staff, or School property.

The bringing to the workplace, possession or use of intoxicating beverages or drugs on any School premises or during the performance of work duties is prohibited and will result in disciplinary action up to and including termination.

Smoke-Free Workplace

Smoking in any form through the use of tobacco products, vapor devices, or with e-cigarettes is prohibited at all the School buildings and facilities.

Confidential Information

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.

Federal and state laws, including but not limited to the Family Education Rights and Privacy Act ("FERPA") require that student records and personally identifiable information must be treated with complete confidentiality. Employees will ensure that such confidential information is shared only with those authorized to use it.

Employees may access and/or modify only the confidential student records for which they have authorization to access and a legitimate purpose as a part of their job duties. Employees must also understand that a violation of FERPA or related misconduct may result in the restriction or revocation of access to School computers, discipline up to and including termination, and civil or criminal penalties.

Political Neutrality

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The School will not discriminate against any employee because of identification with and support of any lawful political activity. School employees are entitled to their own personal political position. The School will not discriminate against employees based on their lawful political activity engaged outside of work. If an employee is engaging in political activity, however, they should always make it clear that their actions and opinions are their own and not necessarily those of the School, and that they are not representing the School.

Conflict of Interest

During work times, employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Moreover, employees are expected to use good judgment, to adhere to high ethical standards, and to avoid business, financial or other interests or relationships that create an actual or potential conflict between their personal interests and the interests of the School. A conflict of interest exists when the employee's loyalties or actions are divided between the School's interests and those of another, such as a competitor, supplier, or client, or when the employee is in a position to influence a decision that may result in a personal gain for that employee or the employee's relative as a result of the School's business dealings. Both the fact and appearance of a conflict of interest should be avoided.

Employees may engage in outside employment, provided that they disclose such employment and get written approval from their immediate supervisor. Any outside employment or consulting relationship should not interfere with the employee's ability to satisfactorily perform their job duties.

Failure to adhere to this guideline, including failure to disclose any conflict of interest, may result in discipline, up to and including termination of employment.

The Workplace

Work Schedule

Business hours are normally 7:30 a.m. – 4:30 p.m., Monday through Friday. School hours are anywhere from 7:30am to 6:30pm. Employees may be required to participate in certain school activities, administrative activities and other activities as directed by the Chief Executive Officer, or designee. The regular workday schedule for nonexempt employees is eight (8) hours; the regular workweek schedule is forty (40) hours. Exempt employees are also generally expected to be present during business hours and to commit whatever additional time is necessary to satisfactorily complete all job requirements.

On occasion, and subject to the supervisor's approval, employees may be permitted to work from home or telework (as an alternative work arrangement) in certain situations. All alternative work arrangements are made on a case-by-case basis, and should be discussed with the employee's supervisor.

Meal and Rest Periods

Meal Periods for Employees Scheduled to Work More Than Five (5) Hours: Employees scheduled to work more than five (5) hours per day shall be entitled to an uninterrupted meal period of at least thirty (30) minutes. An employee may waive this meal period if the day's work will be completed in no more than six (6) hours, provided the employee and the School mutually consent to the waiver in writing.

Meal Periods Near the Middle of the Shift: Making Waves Academy will make every reasonable effort to schedule the meal periods at or near the middle of the shift, unless mutually agreed otherwise. Meal periods shall be taken by no later than the 5th hour of work.

Rest Periods. Each Employee shall receive a ten (10) minute paid rest period during each four (4) hours of work approximately towards the middle of each four (4) hour work segment. Employees are prohibited from combining meal and rest time.

An employee's supervisor must be aware of and approve scheduled meals and rest periods. Employees must immediately inform their supervisor if they are prevented from taking their meal and/or rest periods. Employees are expected to observe assigned working hours and the time allowed for meal and rest periods.

Health and Safety Policy

MWA is committed to providing and maintaining a healthy and safe work environment for all employees.

Employees are required to know and comply with the School's General Safety Rules and to follow safe and healthy work practices at all times. Employees are required to report immediately to the Director of Human Resources any potential health or safety hazards, and all injuries or accidents.

The School has instituted an Injury and Illness Prevention Program designed to protect the health and safety of all personnel. A copy of the Program may be obtained from Human Resources.

In compliance with Proposition 65, the School will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Lactation Accommodation

The School accommodates lactating employees by providing a reasonable amount of break time to any employee who desires to express breast milk for an infant child. The break time shall, if possible, run

concurrently with any break time already provided to the employee. Any break time provided to express breast milk that does not run concurrently with break time already provided to the nonexempt employee shall be unpaid.

The School will make reasonable efforts to provide employees who need lactation accommodation with the use of a room or other private location that is located close to the employee's work area. Such room/location shall not be a bathroom, and shall have electricity. Employees shall also be given access to a sink with running water and a refrigerator. Employees with private offices will be required to use their offices to express breast milk. Employees who desire lactation accommodations should contact their supervisor and/or Human Resources to request accommodations.

Service Animal Accommodation

The School prohibits bringing a pet (a domestic animal kept for pleasure or companionship) to work or having a pet in the School's controlled buildings and premises, with the exception of service animals providing reasonable accommodations for a person with disabilities. Prior to bringing a service animal to work, employees who wish to bring a service animal to work must contact Human Resources at humanresources@mwacademy.org to conduct the ADA interactive process to determine if the accommodation request is reasonable and necessary under the circumstances. Employees will be required to provide medical substantiation of their need for a service animal.

Attendance and Tardiness

All employees, whether exempt or nonexempt, are expected to arrive at work consistently and on time. Absenteeism and tardiness negatively affects the School's ability to implement its educational program and disrupts consistency in students' learning. Because we are a small school each position is critical to our success. Therefore, regular attendance and punctuality is considered an essential function of all positions.

If it is necessary to be absent or late, employees are expected to telephone the Supervisor as soon as possible but no later than one hour before the start of the workday. If an employee is absent from work longer than one (1) day, he or she is expected to keep the Supervisor sufficiently informed of the situation.

Campus Supervisors are required to provide a four (4) hour notice of any absence. If an employee desires to leave work early for any reason during the workday, the employee must obtain the approval of their supervisor prior to leaving.

As noted in the section of this Handbook concerning prohibited conduct, excessive or unexcused absences or tardiness may result in disciplinary action up to and including release from at-will employment with the School. An employee's failure to report an absence or absences for more than three (3) consecutive days without notifying their supervisor will be considered a voluntary resignation from employment.

Timesheets/ Timekeeping Records

By law, MWA is obligated to keep accurate records of the time worked by nonexempt employees. Such employees shall be required to utilize the School's timecard system.

Exempt employees must clock-in to indicate their presence at work. Nonexempt employees must accurately clock in and out of their shifts as this is the only way the payroll department knows how many hours each employee has worked and how much each employee is owed. While exempt employees are

not required to complete timesheets, they must keep the School apprised of their presence on campus and report any early departures or tardiness, including for scheduled appointments. All nonexempt employees must clock in and out for arrival and departure, along with lunch and for absences like doctor or dentist appointments. Both exempt and nonexempt employees are required to keep the office advised of their departures from and returns to the school premises during the workday.

All employees are solely responsible for ensuring accurate information on their timesheets and remembering to record time worked. For this reason, employees must be sure to double check the accuracy of their timesheets. If an employee forgets to mark their timesheet or makes an error on the timesheet, the employee must submit a change request in the timesheet system for their supervisor's review and approval. Once the requests are approved the change will reflect on the timesheet. If an employee fails to complete and submit a timesheet by the payroll schedule submission deadline, it may result in a delay of payment for the pay period.

All timesheets are approved and submitted to payroll by the managers. It is the manager's responsibility to ensure that all timesheets and change requests are accurately reviewed and approved by the payroll schedule approval deadline. This responsibility also includes attention to the accuracy of overtime hours for nonexempt employees that may be outside of their standard work schedule. If a manager fails to approve any timesheets or change requests by the deadline, it may result in a delay of payment for the pay period.

Nonexempt employees are prohibited from performing off-the-clock work, including but not limited to checking emails before/after work hours, performing work in the morning before logging in, and running School errands after logging out.

No one may record hours worked on another's worksheet. Any employee who violates any aspect of this policy may be subject to disciplinary action, up to and including release from at-will employment with the School.

Use of Email, Voicemail and Internet Access

The School provides various technology resources to authorized employees to assist them in performing their job duties for the School. Each employee has a responsibility to use the School's Technology Resources in a manner that increases productivity, enhances the School's public image, and is respectful of other employees. Incidental personal use by a covered individual of Making Waves Academy networks, MWA's computing systems/devices, or electronic media that is limited in frequency and scope is permitted so long as the use does not:

- Interfere with any employee's ability to do their work, or the work of any other person authorized by MWA to perform work on behalf of MWA;
- Adversely affect the operation of MWA's network or computing systems/devices (e.g., causes degradation of response time) by introducing risks such as viruses into the computing environment;
- Result in any additional costs to MWA

Failure to follow the School's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. Moreover, the School reserves the right to advise appropriate legal authorities of any violation of law by an employee. School employees are reminded that, in addition to the requirements of this policy, all usage of Technology Resources is also

subject to School's "School Property; Proprietary, Confidential, and Personal Information" policy. Any individual who uses MWA Internet services must expect that their access and use of such services may be logged and summaries can be provided to leadership as appropriate.

Technology Resources Definition

Technology resources consist of all electronic devices, software, and means of electronic communication including any of the following: personal computers and workstations; laptop computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; Internet based or "cloud based" applications and services provided by the school or accessed on a computing device provided by the school; electronic mail; telephones; mobile phones; personal organizers and other handheld devices; pagers; voicemail systems; and instant messaging systems.

The School monitors both the amount of time spent using online services and the sites visited by individual employees. The School reserves the right to limit such access by any means available to it, including revoking access altogether. Deleting or erasing information, documents, or messages maintained on the School's Technology Resources is, in most cases, ineffective. Therefore, employees who delete or erase information or messages should not assume that such information or messages are confidential or ever were confidential.

No employee may load any software on the School's computers, by any means of transmission, unless authorized in writing in advance by the Technology Department and thoroughly scanned for viruses or other malware prior to installation. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put.

The School has installed a variety of programs and devices to ensure the safety and security of the School's technology resources. Any employee found tampering with or disabling any of the School's security devices will be subject to discipline up to and including termination.

The School will permit employees to use its technology resources, subject to the following:

1. The email system and Internet access is not to be used in any way that may be disruptive, offensive to others, or harmful to morale. For example, sexually explicit images, ethnic slurs, racial epithets, or anything else that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, religious beliefs or political beliefs may not be displayed or transmitted.
2. School staff will not enter an employee's personal email files or voicemail unless there is a business need. The School retains a copy of all passwords; passwords unknown to the School may not be used. System security features, including passwords and delete functions, do not neutralize the School's ability to access any message at any time. Employees must be aware that the possibility of such access always exists.
3. Employees should not use personal devices or email accounts for School-related communications. Such communications should only take place using School-issued devices and via the employee's school-issued email account.
4. School staff will refrain from writing, copying, executing, or attempting to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of or access to any MWA information, MWA-owned computing systems/devices, or non-MWA-owned computing systems/devices connecting to the MWA network, or storing, receiving, transmitting, or displaying

MWA information.

5. School staff will refrain from using or disclosing MWA information to conduct fraudulent, malicious, harassing or illegal activity, or using MWA computing systems/devices or electronic media to conduct fraudulent, malicious, harassing, or illegal activity.
6. School staff will refrain from using any MWA information, computing system/device, or electronic media to defame, libel, abuse, harass, or portray in a false light, MWA or any of its business partners, affiliates, students, or employees.
7. School staff will refrain from retaining information in an electronic format on a non-MWA owned computing system/device, or electronic media.

Electronic information created by or on behalf of MWA for the purpose of doing MWA business, whether using MWA-owned or non-MWA-owned computing systems/devices, is the property of Making Waves Academy. MWA reserves the right of access, as permitted or required by law, to MWA information on non-MWA-owned computing systems/devices, including backup files and archives. The unauthorized transmission or dissemination of the School's information, programs, passwords, or other property of the School, to a personal account is not permitted.

School-Owned Mobile Phones

At the sole discretion of the School, employees may be assigned a mobile phone for use in the performance of their job duties. Use of a school mobile phone is a privilege that may be revoked at any time for inappropriate conduct. Any abuse of these policies may result in revocation of cellular access, notification to school management, and disciplinary action. All equipment will be returned to the HR Department upon leaving employment.

Employees must realize that although personal use of data plans may not result in additional charges, they do count toward the overall limits established under the service agreement. It is expected that the plan chosen will provide adequate coverage for all normal business needs and any overage or other charges realized by the employee for personal use shall be the responsibility of the employee.

The MWA IT Department will maintain an inventory of all school owned mobile devices. Mobile devices will be replaced as needed to ensure proper operation. If an employee is eligible to receive a school mobile phone, they must use a number assigned by the school. Employees are not allowed to port over their personal number to a school owned phone.

Mobile devices that are damaged should be brought to the IT Department, who will contact the vendor for replacement or repair. Lost or stolen equipment should be reported immediately to the IT Department so that service can be cancelled. The cost of replacing damaged, lost or stolen mobile devices will be the responsibility of the employee.

To request a mobile phone, the employee's supervisor must complete aIT help desk ticket via Solarwinds to the HR Department. HR will then review and submit to the IT Department. Please allow for up to two weeks from the date the form is submitted until the phone is delivered to the employee.

It is the responsibility of each supervisor who requests a mobile phone for an employee to inform the employee of this policy and to follow appropriate procedures. At the time the Mobile Phone Request Form is fulfilled, the employee receiving the phone will be asked to sign an acknowledgement form regarding MWA mobile phone policies and procedures.

School-Owned Technology Security Compliance

Each employee provided with a laptop by the School is responsible for the physical security of the device. All laptops acquired for or on behalf of the School are deemed company property.

All employees must take the following actions to ensure the physical security of MWA laptops:

- When not in use, the laptop must be locked with a password and caution taken when entering any company passwords on the laptop.
- Store the laptop in a locked cabinet or desk when not in use.
- Do not leave your laptop in your vehicle. If it is necessary to leave the laptop in your vehicle for a very short period of time, the laptop must be locked in the trunk of the vehicle.
- When using the laptop in public areas, do not leave the laptop unattended for any length of time.

During travel:

- If you can do without the device, do not take it.
- Do not pack your laptop in checked luggage.
- Attach a name tag or business card to your laptop to easily identify it during security checks or if lost.
- Store the laptop in a hotel room safe or locked suitcase when you are not in the room.

Policy Violations

Failure to follow the School's policies regarding Technology Resources may lead to disciplinary measures, up to and including termination of employment. If an employee's laptop is stolen due to gross negligence or during off-duty activities, which is defined as activity that occurs off-campus and not work-related. The employee will be responsible for the cost of replacing the laptop.

Personal Business

Employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Personal conversations on cell phones should be conducted away from areas where other employees are working. Personal cell phones should not be accessible to students at any time.

The School's facilities for handling mail are designed to accommodate School business. Employees should have personal mail directed to their home address. Do not use School material, time or equipment for personal projects.

Social Media

If an employee decides to post information on the Internet (i.e., personal blog, Facebook, Instagram, Twitter, etc.) that discusses any aspect of their workplace activities, the following restrictions apply:

- School equipment, including School computers and electronics systems, may not be used for these purposes;
- Student and employee confidentiality policies must be strictly followed;
- Employees must make clear that the views expressed in their blogs are their own and not those of the School;
- Employees may not use the School's logos, trademarks and/or copyrighted material and are not authorized to speak on the School's behalf;

- Employees are not authorized to publish any confidential or proprietary information maintained by the School;
- Employees are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing the School, the employee's supervisors, co-workers and competitors;
- Employees must comply with all School policies, including, but not limited to, rules against unlawful harassment and retaliation.

The School reserves the right to take disciplinary action against any employee whose social media postings violate this or other School policies.

Personal Appearance/Standards of Dress

MWA employees serve as role models to the School's students. All employees should therefore maintain professional standards of dress and grooming. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

Employees are encouraged to wear clothing that will add dignity to the educational profession, will present an image consistent with their job responsibilities, and will not interfere with the learning process. Accordingly, all employees shall adhere to the following standards of dress:

1. Clothing and jewelry must be safe and appropriate to the educational environment. All clothing must be clean and in good repair. Slits or tears in pants or other articles of clothing are not permitted except for modest slits in women's dresses or skirts that are no higher than three (3) inches above the knee.
2. Head coverings, including hats of any kind, except those worn for religious or safety reasons, are not to be worn inside school buildings including assemblies, classrooms, labs and offices. Hats may be worn outside for sun protection. All hats are to be removed upon entering school buildings. For exceptions to this policy, prior approval must be granted by the Director of Human Resources.
3. Slacks and shorts are to be worn on the waist with no portion of an undergarment showing. Jeans are not permitted. Shorts should be modest in length and should be no higher than three (3) inches above the knee.
4. Skirts and dresses should be no higher than three (3) inches above the knee.
5. All tops must be appropriate to the work environment, and should be clean, neat, and provide proper coverage.
6. For safety purposes, earrings must not dangle more than one (1) inch below the ear.
7. Clothing or jewelry with logos that depict and/or promote gangs, drugs, alcohol, tobacco, sex, violence, illegal activities, profanity, or obscenity are not permitted.
8. Appropriate and business professional closed-toed shoes. Sneakers are prohibited unless it is required to safely conduct their job duties.

The Senior School Director can identify possible dates for "casual dress" days for school staff where jeans might be permissible to be worn. Health and Wellness teachers and coaches should wear appropriate athletic attire necessary to meet the requirements of their job responsibilities, which can include shorts, athletic shoes, or hats.

MWA is a fragrance-free workplace. Employees are prohibited from wearing natural or artificial fragrances that could be distracting or annoying to others. Scented personal products (such as fragrances, colognes, scented aftershave lotions, fragrant hair products, and powders) that are perceptible to others should not be worn in the workplace by employees. Other scented products (candles, potpourri and similar items) are also not permitted in the workplace. This policy does not apply to deodorant and antiperspirant, however, MWA does ask that employees be mindful of this policy when selecting such products to wear into work. Employees required by medical necessity to use medicinal lotions or skin creams that contain odors perceptible to others may request an exception from their supervisor, manager or the Human Resources department. Any employee with a concern about scents or odors should contact their manager or the Human Resources department.

Children in the Workplace

MWA values family and work/life balance. MWA also believes in fostering an environment that is conducive to the important work of the MWA without outside distractions and without exposing MWA to

unnecessary liability.

In order to promote respect for the needs of all parties who would be impacted by the presence of non-student minor children anywhere on campus during working hours, MWA employees shall not use the workplace as a substitute for child care for a non-student minor child. This policy applies to all working hours for any employee including, but not limited to, those outside traditional operating or MWA hours.

For purposes of this policy, the term “non-student minor child” means a child under eighteen (18) years old who is not enrolled in classes at MWA and is the legal responsibility of the employee at that time, regardless of biological relationship.

MWA recognizes that there may be extenuating circumstances in which it may be appropriate for a non-student minor child to accompany an employee to work for a short period of time. Such circumstances may include:

- Introducing colleagues to a newborn baby, newly adopted child, or visiting child;
- Breastfeeding a baby consistent with MWA policy;
- For emergency exceptions that are pre-approved by the CEO or his designee.

The MWA reserves the right to deny an employee’s request to bring a non-student minor child to campus for any reason, in which case the employee will not be permitted to bring the child on campus. During an extenuating situation when a non-student minor child accompanies an employee to work, the employee shall be responsible for the child and must supervise the child at all times. Employees may not leave the child unattended, unsupervised, or under the supervision of another employee or a student, and the employee remains responsible for the safety of the child while the child is on MWA premises. The employee shall ensure that the non-student minor child’s presence does not disrupt the employee’s work or interfere with the workplace or classroom activities of others. The employee shall ensure that the non-student minor child does not operate any MWA equipment including, but not limited to, copiers, computers or telephones while on the campus or work site. An employee shall not bring a non-student minor child into any meeting with other employees, parents, or students.

Under no circumstances may a non-student minor child engage in any activity that could be interpreted to be work for MWA. Under no circumstances may a non-student minor child attend class and participate as a student, with students, or as a volunteer.

By bringing a non-student minor child onto campus or another workspace, the employee indemnifies MWA, its board, directors, and employees from any liability relating to damages, injury or death of the non-student minor child, and for any damages, injury or death caused or contributed to by the non-student minor child.

Employees with child care issues are encouraged to use the Employee Assistance Program (“EAP”) as a resource, by contacting MWA for healthcare provider information. The healthcare provider can assist employees with selecting child care facilities and/or provide a list of community resources that may be contacted for additional information and assistance. Counselors with the EAP are also available to provide employees with support in the resolution of personal matters.

Security Protocols

MWA has developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances and exits and service areas. Report any suspicious persons or activities to the Director of Operations or Campus Supervisor. Employee desk or office should be secured at the end of the day. When an employee is called away from their work area for an extended length of time, valuable or personal articles should not be left around a workstation that may be accessible. The security of facilities as well as the welfare of employees depends upon the alertness and sensitivity of every individual to potential security risks. Employees should immediately notify the Director of Operations or Campus Supervisor when keys/fobs are missing or if security access codes or passes have been breached.

Occupational Safety

MWA is committed to the safety of its employees, vendors, contractors and the public and to providing a clear safety goal for management.

The prevention of accidents is the responsibility of every supervisor. It is also the duty of all employees to accept and promote the established safety regulations and procedures. Every effort will be made to provide adequate safety training. If an employee is ever in doubt how to perform a job or task safely, assistance should be requested. Unsafe conditions must be reported immediately.

It is the policy of the School that accident prevention shall be considered of primary importance in all phases of operation and administration. The School's management is required to provide safe and healthy working conditions for all employees and to establish and require the use of safe practices at all times.

Failure to comply with or enforce School safety and health rules, practices and procedures could result in disciplinary action up to and including possible termination.

Accident/Incident Reporting

It is the duty of every employee to report any accident or injury occurring during work or on School premises to their supervisor and the Human Resources department immediately or within 24 hours so that arrangements can be made for medical or first aid treatment, as well as for investigation and follow-up purposes.

Reporting Fires and Emergencies

It is the duty of every employee to know how to report fires and other emergencies quickly and accurately. Employees should report any such emergency by calling a campus supervisor or designee. In addition, all employees should know the local emergency numbers such as 911.

Telework Policy and Procedures

Teleworking allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The School considers teleworking to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Teleworking may be appropriate for some employees and jobs but not for others, depending on the circumstances. Teleworking is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with the School.

Procedures

Teleworking can be informal, such as working from home for a short-term project or on the road during school closures, business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest teleworking as a possible work arrangement.

Any teleworking arrangement made will be on an interim basis and may be discontinued at will and at any time at the request of the School.

Eligibility

Temporary teleworking arrangements may be approved for circumstances such as mandatory campus closures, 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 organization 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, focusing first on the business needs of the School.

Before entering into any teleworking agreement, the School, will evaluate the suitability of such an arrangement, reviewing the following areas:

Salary, Job Responsibilities, Benefits – Salary, job responsibilities, and benefits will not change because of involvement in the program, except as they might have changed had Employee stayed in the office full-time, e.g., regular salary reviews will occur as scheduled, and Employee will be entitled to any company-wide benefits changes that may be implemented. Employees agree to comply with all existing job requirements.

Work Schedule – 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 employees work certain "core hours" and be accessible by telephone during those hours. Employees agree to remain available during designated school days.

Work Hours, Overtime – Work hours are not expected to change during the program. In the event that *overtime is anticipated for nonexempt employees*, this must be discussed and approved in advance with the supervisor, just as any overtime scheduling would normally have to be approved.

Equipment – MWA may provide the necessary computer, software, and other equipment needed for teleworking. All of these items remain the property of the company and must be returned to the company upon request. The computer, software, and any other equipment or supplies provided by MWA are provided for use on company assignments. Other household members or anyone else should not use the equipment and software. Company-owned software may not be duplicated except as formally authorized. MWA will be responsible for insurance and maintenance of all company-provided materials.

Expense Reimbursement -- MWA 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.

OFFICE SUPPLIES: Office supplies will be provided by MWA as needed. Employee's out-of-pocket expenses for other supplies will not be reimbursed without prior approval of the Employee's supervisor.

Employees who believe their expenses exceed the reimbursement the School provides shall be required to submit copies of their internet and/or cell phone bill for review. Such bills may be redacted as needed to remove any private/confidential information.

Workspace – Employee agrees to designate a workspace within Employee's remote work location for placement and installation of equipment to be used while teleworking. Employees agree to maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment. 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, the employee must immediately report the event to their supervisor and allow the School or its authorized agent to investigate and/or inspect the telework site as needed.

Confidentiality – Employee agrees to 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.

Professional Boundaries: Staff/Student Interaction – Employee agrees to 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.

Personal Appearance/Standards of Dress – Employee agrees to maintain professional standards of dress and grooming. In accordance with the 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 will not interfere with the learning process.

Performance Standards – Employee agrees to maintain a reasonable level of productivity and work quality while teleworking. If productivity and/or work quality begin to decline, the telework assignment will be reevaluated to determine if changes can be made or termination of the telework assignment is warranted. Telework allows a high amount of flexibility for an employee to complete their work in a timely and proper manner, and it is expected that employees will not abuse this opportunity by allowing their productivity or work quality to decline.

Evaluation – 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.

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. All telework assignments shall be subject to termination upon resumption of regular onsite duties at the School following a campus closure.

Employees remain obligated to comply with all of MWA's policies, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from teleworking and/or other disciplinary action including and up to termination.

Employee Wages and Health Benefits

Definition of Good Standing

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 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.

Payroll Withholdings

As required by law, the School shall withhold Federal Income Tax, State Income Tax, Social Security (FICA) and State Disability Insurance from each employee's pay as follows:

1. Federal Income Tax Withholding: The amount varies with the number of exemptions the employee claims and the gross pay amount.
2. State Income Tax Withholding: The same factors which apply to federal withholdings apply to state withholdings.
3. Social Security (FICA): The Federal Insurance Contribution Act requires that a certain percentage of employee earnings be deducted and forwarded to the federal government, together with an equal amount contributed by the School.
4. State Disability Insurance (SDI): This state fund is used to provide benefits to those out of work because of illness or disability.

Every deduction from an employee's paycheck is explained on the check voucher. If an employee does not understand the deductions, he or she should ask the Payroll office to explain them.

Employees may change the number of withholding allowances claimed for Federal or State Income Tax purposes at any time by filling out a new W-4 and DE-4 form and submitting it to the Human Resources office.

All Federal, State, and Social Security taxes will be automatically deducted from paychecks. Federal Withholding Tax deduction is determined by the employee's W-4 and DE-4 forms. The W-4 and DE-4 form should be completed upon hire and it is the employee's responsibility to report any changes in filing status to the Human Resources office and to fill out a new W-4 and DE-4 form.

At the end of the calendar year, a "withholding statement" (W-2) will be prepared for each employee for use in connection with preparation of income tax returns. The W-2 shows Social Security information, taxes withheld and total wages.

Exempt Employee Pay

An exempt employee will receive an amount equal to the daily salary if they work any portion of a scheduled work day, regardless of the number of hours worked, subject to the deductions permitted by law. Exempt employees are paid a predetermined salary for performance of their duties and are not paid based on actual hours worked. Therefore, their salary generally is not impacted if they are away from the work place for part of a day. *However, any employee who works less than a full day must obtain prior approval from their manager.*

Paydays

Paydays are scheduled bi-weekly, 26 times per year, for staff and faculty. If an employee observes any error in their check, it should be reported immediately to the payroll office.

Overtime Pay

Whether an employee is exempt from or subject to overtime pay will be determined on a case- by-case basis and will be indicated in the employee's job description. Generally, teachers and administrators are exempt. Nonexempt employees may be required to work beyond the regularly scheduled workday or workweek as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime for nonexempt employees. The School will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by the Supervisor. The School provides compensation for all overtime hours worked by nonexempt employees in accordance with state and federal law as follows:

For employees subject to overtime, all hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek shall be treated as overtime. Compensation for hours in excess of forty (40) for the workweek or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day in one workweek, shall be paid at a rate of one and one-half times the employee's regular rate of pay. Compensation for hours in excess of twelve (12) in one workday and an excess of eight (8) on the seventh consecutive workday of the workweek shall be paid at double the regular rate of pay.

Employees in exempt, full-time or part-time jobs are not eligible to be paid hour-for-hour for additional hours worked in excess of their regular schedule. They are paid on the basis of an established annual or monthly salary. Exempt employees may have to work hours beyond their normal schedules as work demands require, for which no additional compensation or time off is owed or paid.

Make-Up Time

Nonexempt employees may request in writing that they be able to make up work time that is, or would be, lost as a result of a personal obligation. The hours of that make up work may only be performed in the same work week in which the work time was lost and must not exceed eleven (11) hours of work in one day or forty (40) hours of work in one (1) week and as a result will not be paid overtime for performing make up work. The employee shall provide a written request for each occasion that he or she makes a request to make up work time to their direct Supervisor, and authorization is at the option of the School. Managers and supervisors shall not solicit nor otherwise encourage employees to make up lost work time. Make up time is not encouraged.

Other Types of Pay

Reporting Time Pay — A nonexempt employee who reports to work at the School's request, whether for a regularly scheduled shift or otherwise, but is not put to work or is given less than half the usual or scheduled day's work will be paid a minimum of one-half (1/2) of the hours the employee was scheduled to work, but in no event less than two (2) or more than four (4) hours at the employee's regular straight-time rate, unless the reasons for lack of work are beyond the School's control. Reporting time hours are not counted as "hours worked" for overtime purposes unless work is actually performed. For example, if an employee who is scheduled to work an eight (8)-hour shift is sent home after three (3) hours, the employee will receive four (4) hours' pay for that day, but the fourth hour of reporting time pay will not be treated as time worked for overtime purposes.

Callback Pay — A nonexempt employee who is called back to work for a second work period in a workday and is furnished with less than two (2) hours' work will be paid a minimum of two (2) hours' pay at the employee's regular rate of pay for the second work period, unless the reasons for lack of work are beyond the School's control.

Travel Reimbursement

The School reimburses employees for business expenses incurred in the direct discharge of their duties when approved in advance by a supervisor and/or Budget Director. The employee is responsible for securing proper authorization for travel, and is required to prepare a claim which shows in detail all expenditures incurred. Receipts for expenses incurred are required and shall be attached to the claim with the employee's signature certifying that all the amounts were actual and necessary.

Meal limitations: Reimbursement may be subject to limitation for meals, lodging, and airfare. The Business Services Department can provide the most up-to-date information on per-diem allowances for meals. Vehicle rental costs may be reimbursed if deemed necessary and approved by the employee's supervisor in advance.

Field Trips/Local Travel: Mileage reimbursement is made at the IRS standard rate for approved use of personal vehicles.

Authorized Drivers: Employees who are required to drive a School vehicle or their own vehicles on School business will be required to show proof of current valid driver's licenses, registration as well as current effective insurance coverage before the first day of employment. Please contact the Human Resources Department for additional information and Authorized Drivers forms.

The School participates in a system that regularly checks State Department of Motor Vehicles (DMV) records of all employees who drive as part of their job function.

The School retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the School's policy if driving is a part of that employee's job functions.

Commuter Benefits

The School offers commuter benefits under the Bay Area Commuter Benefit program. The purpose of the program is to provide tax saving benefits to employees who have commuting expenses. All

employees regularly working twenty (20) hours a week or more are eligible and encouraged to participate. For more information regarding the program or enrollment please contact the Human Resources department.

Special Temporary Cost of Living Adjustment Program (STCOLAP)

MWA intends to provide every eligible full-time employee a stipend of \$500.00 per pay period (\$12,000.00 gross per year over 24 pay periods) from August through June (no COLA is paid during the month of July). ***The program is temporary in nature and as such is at the sole discretion of MWA and contingent upon projected funding. At any point in time, and without prior notice, MWA can modify, or cancel the program.*** Details include:

- STCOLAP is not a change in base wages or salary.
- STCOLAP is apportioned through the regular pay periods, during which employment is held.
- STCOLAP will not be paid out upon termination.
- Eligibility requires that a full-time employee must be in good standing with MWA.
- STCOLAP is not eligible for the 403(b) or the CalStrs employer match.

Temporary Salary Increase Guidelines

The purpose of this guideline is to ensure fair and consistent application of temporary salary changes for employees. A supervisor must consult with Human Resources before establishing payment or committing to pay an employee for additional duties. This communication must occur prior to any communication with the employee.

An employee may be eligible for a temporary salary increase under the following conditions:

- The employee is appointed as interim Dean, Director or Department Lead;
- The employee is serving in an acting capacity for a period of time exceeding one month;
- The employee is assuming higher level/salary grade duties in addition to their own responsibilities on a temporary basis when that service is expected to exceed a period of one month due to the absence of a co-worker or supervisor for up to six (6) months.
- The recently promoted employee is assuming duties in addition to their new responsibilities due to a position vacancy.

An employee is not eligible for a temporary salary increase under the following conditions:

- The employee is serving in an acting capacity for a period of less than one (1) month;
- The employee assumes responsibilities for a subordinate;
- The employee's workload significantly increases and/or additional duties are assumed outside the scope of the current position but within the same salary classification;
- The employee is serving in a position when their current salary meets or exceeds that of the vacant position.

An employee may be eligible for a lump sum payment under the following conditions:

- The employee's workload significantly increases and/or additional duties are assumed outside the scope of the current position but within the same salary classification;
- The employee is serving in a position when their current salary meets or exceeds that of the vacant position;
- The employee is participating in special projects or committee work that does not fall under the normal scope of their duties.

Participation in Recreational or School Activities

Employees may participate as volunteers or chaperones in activities sponsored or supported by the School. Participation in such activities is strictly voluntary. As such, employees have no obligation to participate in recreational or social activities and no employee has work-related duties requiring such participation. An employee's participation in social and recreational activities is at the employee's own risk and the School disclaims any and all liability arising out of the employee's participation in these off-duty and voluntary activities.

Arbitration

In order to resolve disputes in a cost effective and efficient manner, the School requires that its employees enter into an arbitration agreement as a condition of employment.

Wage Attachments and Garnishments

Under normal circumstances, the School will not assist creditors in the collection of personal debts from its employees. However, creditors may resort to certain legal procedures such as garnishments, levies or judgments that require the School, by law, to withhold part of an employee's earnings in their favor.

Medical Benefits

All full-time exempt and full-time nonexempt employees are eligible to enroll in the benefits program (medical, vision, dental, employee assistance and acupuncture/chiropractic plans) on the first day of the month following a thirty (30)-day waiting period. Enrollment prior to the effective date is highly recommended.

Eligibility

An employee is eligible for medical coverage if he or she is a regular employee working for the School at least thirty (30) hours per week.

Employees who go from part-time to full-time employment become eligible for full benefits on the first day of the month following the effective date of the change.

COBRA Benefits

When coverage under the School's medical and/or dental plans ends, employees or their dependents can continue coverage for eighteen (18) or thirty-six (36) months, depending upon the reason benefits ended. To continue coverage, an employee must pay the full cost of coverage – the employee contribution and the School's previous contribution plus a possible administrative charge.

Medical coverage for an employee, their spouse, and eligible dependent children can continue for up to eighteen (18) months if coverage ends because:

- Employment ends, voluntarily or involuntarily, for any reason other than gross misconduct; or
- Hours of employment are reduced below the amount required to be considered a full-time employee or part-time, making an employee ineligible for the plan.

This eighteen (18) month period may be extended an additional eleven (11) months in cases of disability subject to certain requirements. This eighteen (18) month period may also be extended an additional eighteen (18) months if other events (such as a divorce or death) occur subject to certain requirements.

An employee's spouse and eligible dependents can continue their health coverage for up to thirty-six (36) months if coverage ends because:

- The employee dies while covered by the plan;
- The employee and their spouse become divorced or legally separated;
- The employee becomes eligible for Medicare coverage, but their spouse has not yet reach age sixty-five (65); or
- The employee's dependent child reaches an age which makes them ineligible for coverage under the plan.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and those individuals lose coverage.

The School will notify employees or their dependents if coverage ends due to termination or a reduction in work hours. If an employee becomes eligible for Medicare, divorced or legally separated, dies, or when a dependent child no longer meets the eligibility requirements, the employee or a family member are responsible for notifying the School within thirty (30) days of the event. The School will then notify the employee or their dependents of the employee’s rights.

Health coverage continuation must be elected within sixty (60) days after receiving notice of the end of coverage, or within sixty (60) days after the event causing the loss, whichever is later.

There are certain circumstances under which coverage will end automatically. This happens if:

- Premiums for continued coverage are not paid within thirty (30) days of the due date;
- The employee (or their spouse or child) becomes covered under another group health plan which does not contain any exclusion or limitation with respect to any pre-existing condition the employee (or the employee’s spouse or child, as applicable) may have;
- The School stops providing group health benefits;
- The employee (or the employee’s spouse or child) become entitled to Medicare; or
- The employee extended coverage for up to twenty-nine (29) months due to disability and there has been a final determination that the employee is no longer disabled

Retirement Programs

The School provides a 403(b) Retirement Plan for all employees. Employees may contribute their own amounts to the plan at any time. The employer will match non-instructional staff contributions on the following schedule: after six (6) months of service three percent (3%); after three (3) years of service four percent (4%); after five (5) years of service five percent (5%) and after ten (10) years of service six percent (6%). Contributions are fully vested at the time they are made.

For instructional staff the School participates in CalSTRS which has the following mandatory matching program:

Fiscal Year Creditable Service Performed In	Member Contribution Rate CalSTRS 2% at 60	Member Contribution Rate CalSTRS 2% at 62	Employer Contribution Rate
2017-18	10.25%	9.205%	14.43%
2018-19	10.25%	10.205%	16.28%
2019-20	10.25%	10.205%	17.10%
2020-21	10.25%	10.205%	18.40%
2021-2022	10.25%	10.205%	16.92%
2022-2023	Pending	Pending	Pending

If employees have any questions about the retirement programs they should consult with Human Resources.

Employee Review, Evaluation, and Record Keeping

Employee Reviews and Performance Evaluations

Each employee will receive periodic performance reviews conducted by the Supervisor. Performance evaluations will be conducted annually. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. The School's evaluation system will in no way alter the at-will employment relationship. Newly hired employees may have their performance reviewed by their supervisor within the first 60-180 days of employment.

Performance evaluations may review factors such as the quality and quantity of the work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. Job performance can be considered for salary changes and/or advancement opportunities. After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with their supervisor, and that they are aware of its contents.

Performance Improvement Plans (PIP)

A Performance Improvement Plan (PIP) is a tool to give an employee with performance deficiencies the opportunity to succeed. It may be used to address failure to meet specific job duties and/or goals, or to ameliorate behavior-related concerns. PIPs are not required, and MWA in its sole discretion shall determine whether to issue a PIP. *This policy shall not alter the at-will relationship between employees and the School.*

Whether an employee is entitled or required to be placed on a PIP is at the discretion of the employee's supervisors and the School. Employee PIPs are tailored to the needs of the employee. Outcomes may vary, including improvement in overall performance; the recognition of a skills or training gap; or possible employment actions such as a transfer, demotion or termination. Human Resources will work with the supervisor to ensure a PIP is the appropriate action for the situation, and will participate in meetings between the employee and supervisor to discuss placement on a PIP.

A standard form and format will be used for all PIPs. The PIP may also be supported by other written materials, as needed. Management reserves the right to place an employee on a PIP at any time during the course of employment, with or without notice. If an employee is unsuccessful or unable to commit to the PIP process, MWA will determine whether termination, demotion, discipline, or another appropriate employment action should be taken.

Personnel Files and Record Keeping Protocols

At the time of employment, a personnel file is established for each employee. It is each employee's responsibility to keep the Human Resources office advised of changes that should be reflected in their personnel file. Such changes include: change in address, telephone number, marital status, number of

dependents and person(s) to notify in case of emergency. Prompt notification of these changes is essential and will enable the School to contact an employee should the change affect their other records.

Employees have the right to inspect documents in their personnel file, as provided by law, in the presence of a School representative, at a mutually convenient time. Employees also have the right to obtain a copy of their personnel file as provided by law. Employees may add their comments to any disputed item in the file. The School will restrict disclosure of personnel files to authorized individuals within the School. A request for information contained in the personnel file must be directed to the Human Resources office. Only the Director of Human Resources or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations or as otherwise legally required.

Credible complaints of substantiated investigations into or discipline for egregious misconduct will not be expunged from an employee's personnel file unless the complaint is heard by an arbitrator, administrative law judge, or the Board and the complaint is deemed to be false, not credible, unsubstantiated or a determination was made that discipline was not warranted.

Holidays, Vacations and Leaves

Holidays

The School calendar reflects any and all holidays observed by the School. The following holidays are generally observed by public entities, including public schools:

- New Year's Day
- Martin Luther King Jr. Birthday
- President's Day
- Cesar Chavez' Birthday
- Memorial Day
- Independence Day
- Labor Day
- Indigenous People's Day
- Veteran's Day
- Thanksgiving
- Friday after Thanksgiving
- Day before Christmas
- Christmas Day
- New Year's Eve

Holidays falling on Saturdays will normally be observed on the preceding Friday. Holidays falling on Sundays will normally be observed on the following Monday. A holiday which falls within vacation or sick leave is paid as a holiday, not counted as vacation or sick days taken.

Holiday Pay

Other days during the school year, such as days during the School's calendared breaks, shall not be paid time for nonexempt employees in active status. The School will generally make every effort to provide time off for employees' observance of religious holidays and practices, unless granting the time off would cause an undue hardship on the School's operations. If the employee desires time off for religious observation, the employee is required to make the request in writing to Human Resources and to a supervisor as far in advance as possible. The employee will not be paid if the religious holiday is taken as a personal leave of absence day.

Eligibility for Holiday Pay

A full-time benefit eligible employee is entitled to MWA paid holidays. A part-time employee is not entitled, nor eligible, for MWA paid holidays.

1. Exempt Employees:

Exempt employees who work on a holiday are paid their normal day's salary and are given an additional day off with pay that must be taken within three months of the holiday worked.

2. Non-Exempt Employees:

- a. A full-time regular nonexempt employee is entitled to MWA paid holidays based on their regular schedule. If a full-time nonexempt employee works on a designated holiday, they

are entitled to holiday pay at their regular pay rate for the hours worked that day. Overtime rules still apply.

- b. A part-time employee is not entitled, nor eligible, for MWA paid holidays. If a part-time nonexempt employee works on a designated holiday, they are entitled to straight pay for hours worked that day and are **not** entitled to an additional day off with pay. Overtime rules still apply.

Employees are expected to take their paid time off during holiday breaks, such as Thanksgiving week and Spring break. In coordination with these parameters, employees are asked not to take the day before or after a holiday break as additional paid time off. These are called black out days. Generally, absences will not be approved on these days unless special approval is obtained by a Senior School Director, the CEO, or designee. Employees taking paid sick leave prior to or after a paid holiday will not be penalized.

Personal Days

All full-time employees (including teaching staff), are eligible for two (2) personal days per fiscal year. Personal day balances reflect in the timekeeping profile after the first pay period of the fiscal year. A maximum of one (1) unused personal day may be carried from one fiscal year to the next. An employee can accrue up to three (3) personal days in their account.

Vacation

While the School recognizes the importance of vacation time as a period of rest and rejuvenation away from the job, vacations must be scheduled with due consideration for “peak periods” in the school. With this in mind, it is expected that vacation time will be taken when school is not in session. Vacation is earned as outlined below.

Teaching Staff — Teaching staff will not earn/accrue vacation leave.

Non-Teaching Staff – All other regular full-time, exempt and full-time, nonexempt employees are eligible to accrue vacation benefits at the rate 7.385 hours per pay period with a maximum accrual of 288 hours. Once this maximum is reached, all further accruals will cease until vacation has been taken and the accrued hours has dropped below the maximum.

Part-time, Seasonal, and Temporary Employees do not earn or accrue vacation time. Employees do not accrue vacation during an unpaid leave of absence.

Vacation can be taken upon approval of an employee’s supervisor. The School will make every effort to provide for eligible employees to use their accrued days of vacation each fiscal year. Upon termination, unused earned vacation shall be paid to the employee at their regular rate of pay as of the date of termination.

Vacation time may not be utilized before it is earned. Once the cap is reached, no further vacation will accrue until some vacation is used. When some vacation is used, vacation time will begin to accrue again. There is no retroactive grant of vacation compensation for the period of time the accrued vacation compensation was at the cap.

Unpaid Leave of Absence

MWA recognizes that special situations may arise where an employee must leave their job temporarily. At its discretion, the School may grant employees leaves of absence. Any unpaid leave of absence must be approved in advance by the School.

The granting of a leave of absence always presumes the employee will return to active work by a designated date or within a specific period.

During a Family and Medical Leave Act, California Family Rights Act leave, and/or Pregnancy Disability Leave, the employee's medical and dental benefits will remain in force, provided the employee pays the appropriate premiums. Otherwise, benefits are terminated the month any other type of leave begins. If an employee fails to return from a leave and is subsequently terminated, the employee is entitled to all earned but unused vacation pay, provided that the vacation pay was earned prior to the commencement of leave.

Sick Leave

To help prevent loss of earnings that may be caused by accident or illness, or by other emergencies, the School offers paid sick leave to its employees. Sick leave may be taken to receive preventive care (including annual physicals or flu shots) or to diagnose, treat, or care for an existing health condition. Employees may also use sick leave to assist a family member (i.e., children, parents, spouses/domestic partners, grandparents, grandchildren, or siblings) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may also take paid sick leave to receive medical care or other assistance to address instances of domestic violence, sexual assault, or stalking.

Paid sick leave is available to all School employees who work at least thirty (30) days within the span of a single calendar year from the commencement of employment. All eligible full-time employees shall earn 2.46 hours of paid sick leave per pay period, for a total of 8 days per full work year.

All eligible part-time, temporary and seasonal employees shall accrue paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked, to a maximum accrual of seventy-two (72) hours of accrued paid sick leave per year. Further, paid sick leave is capped at seventy-two (72) hours per year.

Employees cannot use paid sick leave until the ninetieth (90th) calendar day following the employee's start date. Sick leave must be taken by eligible employees in increments of two (2) hours. The School does not pay employees in lieu of unused sick leave.

Employees absent longer than three (3) days due to illness may be required to provide medical evidence of illness and/or medical certification of fitness to return to work satisfactory to the School.

Once an employee has exhausted sick leave, the employee may continue on an unpaid medical leave depending upon the facts and circumstances of the employee's basis for leave beyond accrued sick leave. Employee requests for unpaid medical leave must be approved in advance by the School.

Sick Leave Bank

Employees may donate sick leave to the sick bank, except if the employee has submitted their resignation. Employees may request to use sick leave hours from the Sick Leave Bank for an absence of five (5) or more days, serious in nature, and supported by verification from a healthcare provider. Employees are not, however, permitted to transfer sick leave to another employee upon termination.

Employees requesting a sick leave donation must have no paid leave balance available, and must be eligible for a disability, paid family leave or FMLA/CFRA leave of absence. The total requests from the bank for leave, per employee, shall not exceed one hundred and sixty (160) hours per twelve (12) months. The twelve (12) month period will be measured forward from the first day sick leave is donated.

Unused and undistributed hours donated to the sick leave bank will remain in the bank and will roll over at the end of each fiscal year. Hours will not be returned to the donating employee. For additional information about this sick leave bank, please contact the Human Resources Office.

Sabbatical Leave

MWA understands the significance of having employees who are leaders in their field and we encourage innovation and creativity in our employees. It is also important for retention and long-term health that employees are given time to reflect, recuperate and reinvigorate both personally and professionally. Sabbatical leave is not vacation leave. Because employees do not have a vested right to sabbatical leave, and because it is not vacation leave or akin to vacation leave, such leave does not pay out upon employee separation from employment.

Purpose

It is the policy of Making Waves Academy to allow exceptional and unique employees (staff and teachers, including Central Office employees) to take paid sabbatical leave to focus on self-development, extensive learning and reflection for a specified period of time. Employees eligible for sabbatical leave will be asked to submit a formal proposal for the use of sabbatical leave time.

Eligibility

Any full-time employee in “good standing” as defined in this Handbook and with seven or more consecutive years of regular service is eligible to submit a proposal. Candidates should be the positive, team players recognized by their peers to be high performing employees.

Employees may apply to take sabbatical leave according to a matrix based on the employee’s job position and length of service. After an employee has completed sabbatical leave, he or she is not permitted to reapply for sabbatical leave for a period of seven years.

Employees on approved sabbatical leave will receive partial pay (50% of regular salary of wages) and continued benefits during the period of leave at the same level provided by the employer prior to the leave.

Procedures

Eligible employees who wish to apply for sabbatical leave are required to submit a proposal to their immediate supervisor and division head describing the reason for the sabbatical and anticipated activities during sabbatical. Such a request must be made at least ninety (90) days prior to and in advance of the intended leave. Some examples of activities during sabbatical include continuing education, travel, and research.

The submitted proposal will be reviewed by the employee’s immediate supervisor and the CEO. The supervisor or CEO may support the request by drafting a Recommendation for Approval to the

Board. The supervisor or CEO will then refer the sabbatical request and the Recommendation for Approval (if applicable) to the Board for a decision. The Board will consider the request for a sabbatical and the Recommendation during a subsequent regular Board meeting and approve or deny the request.

Sabbatical proposals will be approved based on the employee’s goals and focus during the leave, as well as staffing and operational needs of the employee’s department and/or division and the School. At no time may more than ten percent (10%) of the employees in any department be on sabbatical.

Guidelines

After an employee’s return from sabbatical leave, the employee will be asked to produce evidence of the activities conducted during this time. In some instances, this may include nature and outcomes of travel, writing or research sample work, other evidence that the activity during sabbatical was contributing to their growth and development. Upon return from sabbatical the employee will make a presentation to their Supervisor, Division Head and CEO. Other members of the MWA community may be invited as relevant.

Employees on sabbatical leave will not be required to use any accrued leave during this period and are permitted to carry over all leave in the instance that the sabbatical leave crosses from one calendar year into the next. Employees will not accrue any additional leave during their sabbatical.

MWA’s group benefits plan document states that employees who are on approved sabbaticals are eligible for coverage. Employees on sabbatical who are enrolled in our group benefits plan will continue to have pre-tax deductions made from their pay during the sabbatical period.

Time off taken for approved Family Medical and Leave Act (FMLA) leave will not be counted against the employee when determining eligibility or “continuous service.”

Eligibility Criteria and Time off

Group	7 years of service	14 years of service	21 years of service
Staff	4 weeks @ 50% paid time	6 weeks @ 50% paid time	12 weeks @ 50% paid time
Teacher	6 weeks @ 50% paid time	9 weeks @ 50% paid time	14 weeks @ 50% paid time
Administrator	8 weeks @ 50% paid time	12 weeks @ 50% paid time	16 weeks @ 50% paid time

Family Care and Medical Leave

This policy explains how the School complies with the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), both of which require the School to permit each eligible employee to take up to twelve (12) workweeks (or twenty-six (26) workweeks where indicated) of FMLA/CFRA leave in any twelve (12) month period for the purposes enumerated below.

Employee Eligibility Criteria

To be eligible for FMLA/CFRA leave, the employee must have been employed by the School for a total of at least twelve (12) months, worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the leave, and work at a location where the School has at least fifty (50) employees within seventy-five (75) miles (except for purposes of CFRA where the School must only have at least five (5) employees).

Events That May Entitle an Employee To FMLA/CFRA Leave

The twelve (12) week (or twenty-six (26) workweeks where indicated) FMLA/CFRA allowance includes any time taken (with or without pay) for any of the following reasons:

1. To care for the employee’s newborn child or a child placed with the employee for adoption or foster care. Leaves for this purpose must conclude twelve (12) months after the birth, adoption, or placement. If both parents are employed by the School, they will be entitled to a separate twelve (12) weeks of leave for this purpose, which cannot be loaned or otherwise assigned from one employee to the other.
2. Because of the employee’s own serious health condition (including a serious health condition resulting from an on-the-job illness or injury) that makes the employee unable to perform any one or more of the essential functions of their job (other than a disability caused by pregnancy, childbirth, or related medical conditions, which is covered by the School’s separate pregnancy disability policy).
 - a. A “serious health condition” is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or a child, parent, or spouse of the employee that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - b. “Inpatient care” means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an “inpatient” when a health care facility formally admits them to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - c. “Incapacity” means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
 - d. “Continuing treatment” means ongoing medical treatment or supervision by a health care provider.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, or sibling for CFRA purposes.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or

parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.

Amount of FMLA/CFRA Leave Which May Be Taken

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The "twelve month period" in which twelve (12) weeks of FMLA and CFRA leave may be taken is the twelve (12) month period immediately preceding the commencement of any FMLA/CFRA leave.
4. If a holiday falls within a week taken as FMLA/CFRA leave, the week is nevertheless counted as a week of FMLA/CFRA leave. If, however, the School's business activity has temporarily ceased for some reason and employees are generally not expected to report for work for one or more weeks, such as the Winter Break, Spring Break, or Summer Vacation, the days the School's activities have ceased do not count against the employee's FMLA/CFRA leave entitlement. Similarly, if an employee uses FMLA/CFRA leave in increments of less than one (1) week, the fact that a holiday may occur within a week in which an employee partially takes leave does not count against the employee's leave entitlement unless the employee was otherwise scheduled and expected to work during the holiday.

Pay during FMLA/CFRA Leave

1. An employee on FMLA/CFRA leave because of their own serious health condition must use all accrued paid sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave period. If an employee is receiving a partial wage replacement benefit during the FMLA/CFRA leave, the School and the employee may agree to have School-provided paid leave, such as vacation or sick time, supplement the partial wage replacement benefit unless otherwise prohibited by law.
2. An employee on FMLA/CFRA leave for baby-bonding or to care for a qualifying family member with a serious health condition may use any or all accrued sick leave at the beginning of any otherwise unpaid FMLA/CFRA leave.
3. If an employee has exhausted their sick leave, leave taken under FMLA/CFRA shall be unpaid leave.
4. The receipt of sick leave pay or State Disability Insurance benefits will not extend the length of the FMLA or CFRA leave. Sick pay accrues during any period of unpaid FMLA or CFRA leave only until the end of the month in which unpaid leave began.

Health Benefits

The provisions of the School's various employee benefit plans govern continuing eligibility during FMLA/CFRA leave, and these provisions may change from time to time. The health benefits of employees on FMLA/CFRA leave will be paid by the School during the leave at the same level and under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period. When a request for FMLA/CFRA leave is granted, the School will give the employee written confirmation of the arrangements made for the payment of insurance premiums during the leave period.

If an employee is required to pay premiums for any part of their group health coverage, the School will provide the employee with advance written notice of the terms and conditions under which premium payments must be made.

The School may recover the health benefit costs paid on behalf of an employee during their FMLA/CFRA leave if:

1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired. An employee is deemed to have “failed to return from leave” if their works less than thirty (30) days after returning from FMLA/CFRA leave; and
2. The employee’s failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to FMLA/CFRA leave, or other circumstances beyond the control of the employee.

Seniority

An employee on FMLA/CFRA leave remains an employee and the leave will not constitute a break in service. An employee who returns from FMLA/CFRA leave will return with the same seniority they had when the leave commenced.

Medical Certifications

1. An employee requesting FMLA/CFRA leave because of their own or a relative’s serious health condition must provide medical certification from the appropriate health care provider on a form supplied by the School. Absent extenuating circumstances, failure to provide the required certification in a timely manner (within fifteen (15) days of the School’s request for certification) may result in denial of the leave request until such certification is provided.
2. The School will notify the employee in writing if the certification is incomplete or insufficient, and will advise the employee what additional information is necessary in order to make the certification complete and sufficient. The School may contact the employee’s health care provider to authenticate a certification as needed.
3. If the School has reason to doubt the medical certification supporting a leave because of the employee’s own serious health condition, the School may request a second opinion by a health care provider of its choice (paid for by the School). If the second opinion differs from the first one, the School will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.
4. Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of the leave.

Procedures for Requesting and Scheduling FMLA/CFRA Leave

1. An employee should request FMLA/CFRA leave by completing a Request for Leave form and submitting it to the Human Resources Office. An employee asking for a Request for Leave form will be given a copy of the School’s then- current FMLA/CFRA leave policy.
2. Employees should provide not less than thirty (30) days’ notice for foreseeable childbirth, placement, or any planned medical treatment for the employee or his/her qualifying family member. Failure to provide such notice is grounds for denial of a leave request, except if the need for FMLA/CFRA leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School’s operations.
4. If FMLA/CFRA leave is taken because of the employee’s own serious health condition or the

serious health condition of the employee's qualifying family member, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.

5. If FMLA/CFRA leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two (2) weeks, except that the School will grant a request for FMLA/CFRA leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or a family member, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.
7. The School will respond to an FMLA/CFRA leave request no later than five (5) business days of receiving the request. If an FMLA/CFRA leave request is granted, the School will notify the employee in writing that the leave will be counted against the employee's FMLA/CFRA leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the FMLA/CFRA leave period, an employee is entitled to the same or a comparable position with the same or similar duties and virtually identical pay, benefits, and other terms and conditions of employment unless the same position and any comparable position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave.
2. When a request for FMLA/CFRA leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the termination of the leave (with the limitations explained above).
3. Before an employee will be permitted to return from FMLA/CFRA leave taken because of their own serious health condition, the employee must obtain a certification from their health care provider that they are able to resume work.
4. If an employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment During Leave

No employee, including employees on FMLA/CFRA leave, may accept employment with any other employer without the School's written permission. An employee who accepts such employment without the School's written permission will be deemed to have resigned from employment at the School.

Pregnancy Disability Leave

This policy explains how the School complies with the California Pregnancy Disability Act, which requires the School to give each female employee an unpaid leave of absence of up to four (4) months per pregnancy, as needed, for the period(s) of time a woman is actually disabled by pregnancy, childbirth, or related medical conditions.

Employee Eligibility Criteria

To be eligible for pregnancy disability leave, the employee must be disabled by pregnancy, childbirth, or

a related medical condition and must provide appropriate medical certification concerning the disability.

Events That May Entitle an Employee to Pregnancy Disability Leave

The four (4) -month pregnancy disability leave allowance includes any time taken (with or without pay) for any of the following reasons:

1. The employee is unable to work at all or is unable to perform any one or more of the essential functions of their job without undue risk to herself, the successful completion of their pregnancy, or to other persons because of pregnancy or childbirth, or because of any medically recognized physical or mental condition that is related to pregnancy or childbirth (including severe morning sickness); or
2. The employee needs to take time off for prenatal care.

Duration of Pregnancy Disability Leave

Pregnancy disability leave may be taken in one or more periods, but not to exceed four months total. "Four months" means the number of days the employee would normally work within four months. For a full-time employee who works five (5) eight (8) hour days per week, four (4) months means 693 hours of leave (40 hours per week times $17 \frac{1}{3}$ weeks).

For employees who work more or less than forty (40) hours per week, or who work on variable work schedules, the number of working days that constitutes four (4) months is calculated on a pro rata or proportional basis. For example, for an employee who works twenty (20) hours per week, "four months" means 346.5 hours of leave entitlement (20 hours per week times $17 \frac{1}{3}$ weeks). For an employee who normally works forty-eight (48) hours per week, "four months" means 832 hours of leave entitlement (48 hours per week times $17 \frac{1}{3}$ weeks).

At the end or depletion of an employee's pregnancy disability leave, an employee who has a physical or mental disability (which may or may not be due to pregnancy, childbirth, or related medical conditions) may be entitled to reasonable accommodation. Entitlement to additional leave must be determined on a case-by case basis, taking into account a number of considerations such as whether an extended leave is likely to be effective in allowing the employee to return to work at the end of the leave, with or without further reasonable accommodation, and whether or not additional leave would create an undue hardship for the School. The School is not required to provide an indefinite leave of absence as a reasonable accommodation.

Pay during Pregnancy Disability Leave

1. An employee on pregnancy disability leave must use all accrued paid sick leave and may use any or all accrued vacation time at the beginning of any otherwise unpaid leave period.
2. The receipt of vacation pay, sick leave pay, or state disability insurance benefits, will not extend the length of pregnancy disability leave.
3. Vacation and sick pay accrue during any period of unpaid pregnancy disability leave only until the end of the month in which the unpaid leave began.

Health Benefits

The School shall provide continued health insurance coverage while an employee is on pregnancy disability leave consistent with applicable law. The continuation of health benefits is for a maximum of four (4) months in a twelve (12)-month period. The School can recover premiums that it already paid on behalf of an employee if both of the following conditions are met:

1. The employee fails to return from leave after the designated leave period expires.
2. The employee's failure to return from leave is for a reason other than the following:

- The employee is taking leave under the California Family Rights Act.
- There is a continuation, recurrence or onset of a health condition that entitles the employee to pregnancy disability leave.
- There is a non-pregnancy related medical condition requiring further leave.
- Any other circumstance beyond the control of the employee.

Seniority

An employee on pregnancy disability leave remains an employee of the School and a leave will not constitute a break in service. When an employee returns from pregnancy disability leave, she will return with the same seniority she had when the leave commenced.

Medical Certifications

1. An employee requesting a pregnancy disability leave must provide medical certification from their healthcare provider on a form supplied by the School. Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in a denial of the leave request until such certification is provided.
2. Recertifications are required if leave is sought after expiration of the time estimated by the healthcare provider. Failure to submit required recertifications can result in termination of the leave.

Requesting and Scheduling Pregnancy Disability Leave

1. An employee should request pregnancy disability leave by completing a Request for Leave form and submitting it to the Human Resources Office. An employee asking for a Request for Leave form will be referred to the School's then current pregnancy disability leave policy.
2. Employees should provide not less than thirty (30) days' notice or as soon as is practicable, if the need for the leave is foreseeable. Failure to provide such notice is grounds for denial of the leave request, except if the need for pregnancy disability leave was an emergency and was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the School's operations.
4. Pregnancy disability leave may be taken intermittently or on a reduced leave schedule when medically advisable, as determined by the employee's healthcare provider.
5. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the employee may be transferred temporarily to an available alternative position for which he or she is qualified that has equivalent pay and benefits that better accommodates recurring periods of leave than the employee's regular position.
6. The School will respond to a pregnancy disability leave request within ten (10) days of receiving the request. If a pregnancy disability leave request is granted, the School will notify the employee in writing and leave will be counted against the employee's pregnancy disability leave entitlement. This notice will explain the employee's obligations and the consequences of failing to satisfy them.

Return to Work

1. Upon timely return at the expiration of the pregnancy disability leave period, an employee is entitled to the same position unless the employee would not otherwise have been employed in the same position at the time reinstatement is requested. If the employee is not reinstated to the same position, she must be reinstated to a comparable position unless one of the following is applicable:
 - a. The employer would not have offered a comparable position to the employee if she would have been continuously at work during the pregnancy disability leave.
 - b. There is no comparable position available, to which the employee is either qualified or entitled, on the employee's scheduled date of reinstatement or within sixty (60) calendar

days thereafter. The School will take reasonable steps to provide notice to the employee if and when comparable positions become available during the sixty (60) day period. A “comparable” position is a position that involves the same or similar duties and responsibilities and is virtually identical to the employee’s original position in terms of pay, benefits, and working conditions.

2. When a request for pregnancy disability leave is granted to an employee, the School will give the employee a written guarantee of reinstatement at the end of the leave (with the limitations explained above).
3. In accordance with the School policy, before an employee will be permitted to return from a pregnancy disability leave of three (5) days or more, the employee must obtain a certification from their healthcare provider that she is able to resume work.
4. If the employee can return to work with limitations, the School will evaluate those limitations and, if possible, will accommodate the employee as required by law. If accommodation cannot be made, the employee will be medically separated from the School.

Employment During Leave

No employee, including employees on pregnancy disability leave, may accept employment with any other employer without the School’s written permission. An employee who accepts such employment without written permission will be deemed to have resigned from employment.

Industrial Injury Leave (Workers’ Compensation)

The School, in accordance with State law, provides insurance coverage for employees in case of work-related injuries. The workers’ compensation benefits provided to injured employees may include:

- Medical care;
- Cash benefits, tax-free to replace lost wages; and
- Vocational rehabilitation to help qualified injured employees return to suitable employment.

To ensure employees receive any worker’s compensation benefits to which they may be entitled, employees will need to:

- Immediately report any work-related injury to the Human Resources Office;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee’s Claim Form (DWC Form 1) and return it to Human Resources; and
- Provide the School with a certification from a health care provider regarding the need for workers’ compensation disability leave as well as the employee’s eventual ability to return to work from the leave.

It is the School’s policy that when there is a job-related injury, the first priority is to ensure that the injured employee receives appropriate medical attention. The School, with the help of its insurance carrier has selected medical centers to meet this need. Each medical center was selected for its ability to meet anticipated needs with high quality medical service and a location that is convenient to the School’s operation.

- If an employee is injured on the job, they are to go or be taken to the approved medical center for treatment. If injuries are such that they require the use of emergency medical systems (“EMS”) such as an ambulance, the choice by the EMS personnel for the most appropriate medical center or hospital for treatment will be recognized as an approved center.
- All accidents and injuries must be reported to the Managing Director of Human Resources

or designee and to the individual responsible for reporting to the School's insurance carrier. Failure by an employee to report a work-related injury by the end of their shift could result in loss of insurance coverage for the employee. An employee may choose to be treated by their personal physician at their own expense, but they are still required to go to the School's approved medical center for evaluation. All job-related injuries must be reported to the appropriate State Workers' Compensation Bureau and the insurance carrier.

- When there is a job-related injury that results in lost time, the employee must have a medical release from the School's approved medical facility before returning to work.
- Any time there is a job-related injury, the School's policy requires drug/alcohol testing along with any medical treatment provided to the employee.

Military and Military Spousal Leave of Absence

The School shall grant a military leave of absence to any employee who must be absent from work due to service in the uniformed services in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 ("USERRA"). All employees requesting military leave must provide advance written notice of the need for such leave, unless prevented from doing so by military necessity or if providing notice would be impossible or unreasonable.

If military leave is for thirty (30) or fewer days, the School shall continue the employee's health benefits. For service of more than thirty (30) days, employees shall be permitted to continue their health benefits at their option through COBRA. Employees are entitled to use accrued vacation or paid time off as wage replacement during time served, provided such vacation/paid time off accrued prior to the leave.

Except for employees serving in the National Guard, the School will reinstate those employees returning from military leave to their same position or one of comparable seniority, status, and pay if they have a certificate of satisfactory completion of service and apply within ninety (90) days after release from active duty or within such extended period, if any, as required by law. For those employees serving in the National Guard, if he or she left a full-time position, the employee must apply for reemployment within forty (40) days of being released from active duty, and if he or she left part-time employment, the employee must apply for reemployment within five (5) days of being released from active duty.

An employee who was absent from work while fulfilling their covered service obligation under the USERRA or California law shall be credited, upon their return to the School, with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. Exceptions to this policy will occur wherever necessary to comply with applicable laws.

The School shall grant up to ten (10) days of unpaid leave to employees who work more than twenty (20) hours per week and who are spouses of deployed military servicemen and servicewomen. The leave may be taken when the military spouse is on leave from deployment during a time of military conflict. To be eligible for leave, an employee must provide the School with (1) notice of intention to take military spousal leave within two (2) business days of receiving official notice that the employee's military spouse will be on leave from deployment, and (2) documentation certifying that the employee's military spouse will be on leave from deployment during the time that the employee requests leave.

Bereavement Leave

Salaried employees are entitled to a leave of up to five (5) days in a two week period, without loss of pay due to a death in the immediate family (parent, spouse, son/daughter, sister/brother, parents-in-law, son/daughter-in-law, grandparents, grandchild). Bereavement pay will not be used in computing overtime pay. Any scheduled days off (including weekends, holidays and vacations) falling during the absence will be counted as both bereavement leave and scheduled days off.

Jury Duty or Witness Leave

For all exempt employees, the School will pay for time off if an employee is called to serve on a jury provided the employee continues to perform work duties as assigned. For all other employees, the School will pay for up to ten (10) days if an employee is called to serve on a jury. If jury duty service exceeds this allotment, employees may “make up” the hours at another time within one month of jury duty service ending.

Voting Time Off

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, an employee will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give the Supervisor at least two (2) days notice.

Any employee who serves as an election official is eligible for unpaid leave on Election Day for purposes of service. Employees should notify their supervisor of their commitment to act as election official as far in advance as possible.

School Appearance and Activities Leave

As required by law, the School will permit an employee who is a parent or guardian (including a stepparent, foster parent, or grandparent) of school children, from kindergarten through grade twelve (12), or a child enrolled with a licensed child care provider, up to forty (40) hours of unpaid time off per child per school year (up to eight (8) hours in any calendar month of the school year) to participate in activities of a child’s school or child care. If more than one (1) parent or guardian is an employee of the School, the employee that first provides the leave request will be given the requested time off. Where necessary, additional time off will also be permitted where the school requires the employee(s) appearance.

The employee requesting school leave must provide reasonable advanced notice of the planned absence. The employee must use accrued but unused paid leave (e.g., vacation or sick leave) to be paid during the absence.

When requesting time off for school activities, the employee must provide verification of participation in an activity as soon as practicable. When requesting time off for a required appearance, the employee(s) must provide a copy of the notice from the child’s school requesting the presence of the employee.

Bone Marrow and Organ Donor Leave

As required by law, eligible employees who require time off to donate bone marrow to another person may receive up to five (5) workdays off in a 12-month period. Eligible employees who require time off to donate an organ to another person may receive up to sixty (60) workdays off in a twelve (12) month period.

To be eligible for bone marrow or organ donation leave (“Donor Leave”), the employee must have been employed by the School for at least ninety (90) days immediately preceding the Donor Leave.

An employee requesting Donor Leave must provide written verification to the School that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.

Up to five (5) days of leave for bone marrow donation, and up to thirty (30) days of leave for organ donation may be paid provided the employee uses five (5) days of accrued paid leave for bone marrow donation and two (2) weeks of accrued paid leave for organ donation. If the employee has an insufficient number of paid leave days available, the leave will otherwise be paid.

Employees returning from Donor Leave will be reinstated to the position held before the leave began, or to a position with equivalent status, benefits, pay and other terms and conditions of employment. The School may refuse to reinstate an employee if the reason is unrelated to taking a Donor Leave. A Donor Leave is not permitted to be taken concurrently with an FMLA/CFRA Leave.

Victims of Abuse Leave

The School provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault, stalking or other crimes. Such leave may be taken to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee’s own health, safety or welfare, or that of the employee’s child or children or when a person whose immediate family member is deceased as the direct result of a crime. A crime includes a crime or public offense that would constitute a misdemeanor or felony if the crime has been committed in California by a competent adult, an act of terrorism against a resident of California (whether or not such act occurs within the state), and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the crime. Employees may also request unpaid leave for the following purposes:

- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center.
- Obtain psychological counseling for the domestic violence, sexual assault, or stalking.
- Participate in safety planning, such as relocation, to protect against future domestic violence, sexual assault, or stalking.

To request leave under this policy, an employee should provide the School with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide the School one (1) of the following certifications upon returning back to work:

1. A police report indicating that the employee was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
3. Documentation from a licensed medical professional, domestic violence or sexual assault

counselor, licensed health care provider, or counselor showing that the employee's absence was due to treatment for injuries or abuse from domestic violence, sexual assault, or stalking.

4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, including but not limited to, a written statement signed by the employee, or an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized under the law.

Employees requesting leave under this policy may choose to use accrued paid leave. In addition, the School will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. To request an accommodation under this policy, an employee should contact the Human Resources office.

Time Off for Adult Literacy Programs

The School will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program. Employees will be required to bear the cost associated with enrollment in an adult literacy education program, but the School will assist the employee by providing the locations of local literacy education programs.

The employee who wishes to reveal a problem of illiteracy and request assistance should contact Human Resources. All reasonable steps will be taken to safeguard the employee's privacy. Non - exempt employees may use accrued vacation pay if available, to make up for the work that is missed to attend literacy classes.

Volunteer Firefighter, Reserve Peace Officer, & Emergency Rescue Personnel

Nonexempt employees will be granted time off without pay to perform emergency duties as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Exempt employees who work any portion of a workweek in which they also perform emergency duties as volunteer firefighter, reserve peace officer, or emergency rescue personnel will receive their full salary for that workweek. Otherwise, exempt employees will be granted time off without pay. Employees may substitute vacation pay for any unpaid portion of leave to perform such emergency duties or training.

Returning From Leave of Absence

Employees cannot return from a medical leave of absence without first providing a sufficient doctor's return to work authorization.

When business considerations require, the job of an employee on leave may be filled by a temporary or regular replacement. An employee should give the Human Resources office thirty (30) days' notice before returning from leave. Whenever the School is notified of an employee's intent to return from a leave, the School will attempt to place the employee in their former position or in a comparable position with regard to salary and other terms and conditions for which the employee is qualified. However, re-employment cannot always be guaranteed. If employees need further information regarding Leaves of Absence, they should consult the Human Resources office.

Discipline and Termination of Employment

Rules of Conduct

The following conduct is prohibited and will not be tolerated by the School. This list of prohibited conduct is illustrative only and applies to all employees of the School; other types of conduct that threaten security, personal safety, employee welfare and the School's operations also may be prohibited. Further, the specification of this list of conduct in no way alters the at-will employment relationship as to at-will employees of the School. If an employee is working under a contract with the School which grants procedural rights prior to termination, the procedural terms in the contract shall apply.

1. Insubordination - refusing to perform a task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
2. Unprofessional Conduct.
3. Inefficiency - including deliberate restriction of output, carelessness or unnecessary wastes of time or material, neglect of job, duties or responsibilities.
4. Unauthorized soliciting, collecting of contributions, distribution of literature, written or printed matter is strictly prohibited on School property by non-employees and by employees. This rule does not cover periods of time when employees are off their jobs, such as lunch periods and break times. However, employees properly off their jobs are prohibited from such activity with other employees who are performing their work tasks.
5. Damaging, defacing, unauthorized removal, destruction or theft of another employee's property or of School property.
6. Fighting or instigating a fight on School premises.
7. Violations of the drug and alcohol policy.
8. Using or possessing firearms, weapons or explosives of any kind on School premises.
9. Gambling on School premises.
10. Tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment and time cards.
11. Recording the clock card, when applicable, of another employee or permitting or arranging for another employee to record your clock card.
12. Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
13. Conducting personal business during business hours and/or unauthorized use of telephone lines for personal calls.
14. Excessive absenteeism or tardiness excused or unexcused.
15. Posting any notices on School premises without prior written approval of management, unless posting is on a School bulletin board designated for employee postings.
16. Immoral or indecent conduct.
17. Conviction of a criminal act.
18. Engaging in sabotage or espionage (industrial or otherwise)
19. Violations of the sexual harassment policy.
20. Failure to report a job-related accident to the employee's manager or failure to take or follow prescribed tests, procedures or treatment.
21. Sleeping during work hours.
22. Release of confidential information without authorization.

23. Any other conduct detrimental to other employees or the School's interests or its efficient operations.
24. Refusal to speak to supervisors or other employees.
25. Dishonesty.
26. Failure to possess or maintain the credential/certificate required of the position.
27. Failure to complete mandatory compliance trainings within the period of time designated by Human Resources.

For employees who possess an employment contract which provides for other than at-will employment, the procedures and process for termination during the contract shall be specified in the contract.

Employees are expected to observe certain standards of job performance and good conduct. When performance or conduct does not meet School standards, the employee will be subject to discipline up to and including termination. The School generally follows a progressive discipline approach, beginning with a verbal reprimand and proceeding with more severe discipline if the matter is not corrected. However, the School is not obligated to follow a progressive discipline approach and may take more severe action, including termination. Contact the Human Resources Office for additional information and support.

Employees are expected to treat each other with respect and dignity; conduct themselves in a professional and courteous manner while on duty. The rules set forth below are intended to provide employees with notice of what is expected of them. Necessarily, however, such rules cannot identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interests of the School, other employees, students and/or parents, may also result in disciplinary action.

Off-Duty Conduct

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the School or its own integrity, reputation, or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects the School's legitimate business interests or the employee's ability to perform their work will not be tolerated.

While employed by the School, employees are expected to devote their energies to their jobs with the School. For this reason, second jobs are strongly discouraged. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our School.
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our School.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our School.
- Additional employment that requires the employee to conduct work or related activities on the School's property during the employer's working hours or using our School's facilities and/or equipment; and
- Additional employment that directly or indirectly competes with the business or the interests of our School.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the School explaining the details of the additional employment. If the additional employment is authorized, the School assumes no responsibility for it. The School shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

Release from At-Will Employment

Should it become necessary for an employee to terminate their at-will employment with the School, employees should notify the Human Resources Office regarding their intention as far in advance as possible. At least two (2) weeks' notice is expected whenever possible.

Resignations

The School recognizes that varying circumstances may cause employees to voluntarily resign from employment. Because your employment with the School is on an "at-will" basis, you have a right to resign from the School at any time, with or without notice and with or without cause. In such cases, employees who intend to resign are encouraged to provide two (2) weeks' notice to their supervisor, preferably in writing, to facilitate a smooth transition from the School. The School reserves the right to determine the last day of employment as business needs warrant/dictate such action.

Retirement

Employees who wish to retire are asked to notify their supervisor/department. Preferably one (1) month before the desired retirement date, it is recommended that retiring employees contact the Human Resources Office.

Job Abandonment

Employees who fail to report to work without notifying their supervisor for three (3) consecutive days shall be considered to have abandoned their job without notice, effective at the end of their normal shift on the third day. Employees who separate from the School due to job abandonment are ineligible for rehire.

Termination

Because School employees are employed on an at-will basis, the School retains the right to terminate employees at any time, with or without notice and with or without cause.

Re-Employment Eligibility

Staff who are released from at-will employment may apply for available School positions. There is no guarantee that released staff will be recalled to former positions or rehired to other School positions. If former employees are rehired during the notice or salary continuation periods, any pay in lieu of notice or salary payouts will terminate on the rehire date. Former employees who are rehired within one year from their last day of work will retain their previous date of hire from their last position. Staff who return to work after a break in service exceeding one year will not be considered rehires and will be given a new date of hire and must fulfill applicable waiting periods for benefits eligibility.

Final Pay

Resignations

Employees who provide at least seventy-two (72) hours of notice before resigning will receive their final paychecks via direct deposit or via paper check on their last day of work. Employees who provide less than seventy-two (72) hours of notice will receive their final paycheck by mail to their mailing address on file or via direct deposit. For purposes of the seventy-two (72)-hour requirement, the mailing date is considered the payment date.

Terminations

Employees who are terminated involuntarily will receive their final paychecks in person or via direct deposit on their last day of work. Final paychecks will include all compensation earned through the date of termination, all accrued and unused vacation time, required taxes, and other mandatory deductions, according to state and federal guidelines.

Return of Company Property and Reimbursement

Employees who separate from the School must return all School property to their supervisor or Human Resources at the time of separation. School property may include but is not limited to, company cell phones, company credit cards, keys, PCs, laptops, computer equipment, files, and identification cards. Reimbursements are also due upon separation from the School. To resolve outstanding balances, please contact the Finance Team at mwapayable@mwacademy.org. If MWA property is not returned or reimbursements are not reconciled, additional action may be taken by the School to retrieve property or to collect monies owed.

Exit Interviews

Employees will generally participate in an exit interview with Human Resources to review eligibility for benefit conversion, to ensure that all necessary forms are completed, for Human Resources to collect any the School-furnished property (such as uniforms, tools, equipment, software, laptops, cell phones, I.D. cards, keys, badges, credit cards, documents, and handbooks) that may be in the employee's possession, to review the employee's obligations regarding confidential information and to provide the employee with the opportunity to make any constructive comments and suggestions on improving the working environment at the School.

A Human Resources representative will contact the employee in writing, inviting them to attend an exit interview at a mutually convenient time. The exit interview should take place as soon as possible after the confirmed leaving date has been received by Human Resources.

The employee will be asked a standard set of questions and given a chance to discuss any concerns of information they feel would be beneficial for the School to know about their employment experience at the School.

All departing employees will be encouraged to be honest, candid, and constructive in their responses.

Continuing Health Coverage

The School offers full-time employees health insurance coverage as a benefit of employment. If employees are no longer eligible for coverage because they are no longer employed by the School, they may have the right to continue their health insurance coverage for up to thirty-six (36) months through COBRA. Employees will be responsible for paying the cost of the coverage. For questions about continued coverage, please contact humanresources@mwacademy.org.

COVID-19 Addendum

Purpose

To comply with Senate Bill (SB) 114, the School will provide supplemental paid sick leave to eligible employees.

Emergency Paid Sick Leave (“E-Sick Leave”)

In addition to the School’s Sick Leave policy identified in the Employee Handbook, the School will provide to each employee employed by the School to the extent that the employee is unable to work (or telework) when work is actually available, due to a need for leave because of any of the following:

1. The employee is subject to a Federal, State or local quarantine or isolation order related to COVID-19;
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
3. Attending an appointment to receive a COVID-19 vaccine;
4. Experiencing symptoms related to a COVID-19 vaccine that prevents the employee from being able to work;
5. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis;
6. The employee is caring for an individual who is subject to an order as described in the first bullet or has been advised as described in the second bullet; or
7. The employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the child care provider of such son or daughter is unavailable, due to COVID-19 precautions.

“Child” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- Under 18 years of age.
- 18 or older and incapable of self-care because of a mental or physical disability.

“Individual” means an immediate family member, roommate or similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she self-quarantined or was quarantined. Additionally, the individual being cared for must: a) be subject to a federal, state or local quarantine or isolation order as described above; or b) have been advised by a health care provider to self-quarantine based on a belief that he or she has COVID-19, may have COVID-19 or is particularly vulnerable to COVID-19.

“Health care provider” to include “only employees who meet the definition of that term under the Family and Medical Leave Act regulations or who are employed to provide diagnostic services, preventative services, treatment services or other services that are integrated with and necessary to the provision of patient care which, if not provided, would adversely impact patient care.”

All employees, regardless of how long the employee has been employed by the School, are eligible for E-Sick Leave.

Amount of Paid Sick Leave

The School provides supplemental sick leave to employees for COVID-19 related reasons, consistent with applicable law. For full-time employees, the School will grant the employee at least 40 hours of COVID-19 supplemental paid sick leave through September 30, 2022. For part-time employees, a number of hours granted will be equal to the number of hours that such employee works, on average, over a two-week period.

If the employee's schedule varies from week to week to such an extent that the employer is unable to determine with certainty the number of hours the employee would have worked if the employee had not taken E-Sick Leave, the employer shall use the following in place of such number:

- A number equal to the average number of hours that the employee was scheduled per day over the 6-month period ending on the date on which the employee takes such leave, including hours for which the employee took leave of any type.
- If the employee did not work over such period, the reasonable expectation of the employee at the time of hiring of the average number of hours per day that the employee would normally be scheduled to work.

Unused paid E-Sick Leave does not carry over from 1 year to the next and is not paid out on termination. Once an employee who received paid E-Sick Leave returns to work, the School will not provide the employee any further paid E-Sick Leave.

The School shall not require, as a condition of providing paid E-Sick Leave, that the employee involved search for or find a replacement employee to cover the hours during which the employee is using paid E-Sick Leave. Human Resources will confidentially notify the Supervisor that the employee will be out until further notice.

Rate of Pay

Paid E-Sick Leave is calculated based on the employee's required compensation and the number of hours the employee would otherwise be normally scheduled to work, except that an employer shall not be required to pay more than:

- \$511 per day and \$5,110 in total when an employee uses E-Sick Leave for that employee's own COVID-19 related needs
- \$200 per day and \$2,000 in total when an employee uses E-Sick Leave for caring for another person's COVID-19 related needs or the employee is experiencing any other substantially similar condition as specified above.

Procedure for Requesting Emergency Paid Sick Leave

Employees must notify their manager or the HR department of the need and specific reason for leave under this policy either prior to leave or soon as is practicable. If the necessity for expanded leave is not foreseeable, an employee must provide the School required written documentation as soon as possible supporting their need for sick leave for the following listed below. Verbal notification will be accepted until practicable to provide written notice.

- Written documentation by a health care provider advising the employee to self-quarantine due to concerns related to COVID-19 or the name of the provider who advised the employee.
- The name and relation of the individual the employee is taking leave to care for who is subject to a quarantine or isolation order or is advised to self-quarantine.
- The name and age of the child or children being cared for; the name of the school, place of care, or child care provider that closed or became unavailable; and a statement that no other suitable person is available to care for the child during the period of requested leave.
- For children over age 14, a statement indicating the special circumstances that require the employee to provide care during daylight hours.

Once emergency paid sick leave has begun, if possible, the employee and his or her manager must determine reasonable procedures for the employee to report periodically on the employee's status and intent to continue to receive paid sick time.

Returning to Work

Employees will be required to submit written documentation by a healthcare provider to the HR department that determines that they are able to return to work (or telework).

Carryover

Paid emergency sick leave under this policy will not be provided beyond September 30, 2021. Any unused paid sick leave will not carry over to the next year or be paid out to employees.

Job Protections

No employee who appropriately utilizes emergency paid sick leave under this policy will be discharged, disciplined or discriminated against for use of this leave. Please contact the HR department with any questions.

COVID-19 Employee Vaccination Policy

Purpose

Consistent with Making Waves Academy's ("MWA" or the "School") legal duty to maintain a safe and healthy workplace and to limit the spread of COVID-19, the School shall enforce this COVID-19 Employee Vaccination Policy ("Policy"). The purpose of this Policy is to protect the health, safety, and well-being of all School employees, students, families, and stakeholders to the maximum extent possible, and to facilitate a safe and meaningful return to in-person instruction. At the time of adoption of this Policy, the COVID-19 vaccination is not available for most students (based upon student age). This Policy shall be implemented in a manner that is consistent with current federal, state, and local law, as well as applicable public health guidance, including that from the Centers for Disease Control and Prevention ("CDC") and the California Department of Public Health ("CDPH").

Scope

This Policy applies to all School employees and individuals who enter campus for any period, or have contact with any employees, students, or other School stakeholders, however brief. This Policy applies to COVID-19 vaccines that are currently available to School employees under Food and Drug Administration ("FDA") Emergency Use Authorization, as well as those that may later become available under FDA Emergency Use Authorization. Should any COVID-19 vaccine receive FDA non-emergency use authorization, this Policy will apply to such vaccines as well. Additionally, should any COVID-19 vaccine require two (2) doses for complete inoculation, compliance with this Policy requires both doses.

Policy

It is the policy of the School to mandate that all employees receive the COVID-19 vaccine and booster. The School recognizes the possible operational realities of COVID-19 vaccine distribution issues, and that COVID-19 vaccines may not be available for all employees at the same time. However, once any vaccine opportunities become available, all School employees must inoculate for COVID-19. The School will provide employees with information regarding the operational logistics of such vaccination opportunities (e.g., opportunities to schedule vaccinations during the workday, etc.). As COVID-19 vaccines become more widely available, the School reserves the right to revise this Policy and mandate all employees vaccinate by a certain date.

Employees who refuse to comply with this Policy and who are not otherwise eligible for an accommodation consistent with applicable legal requirements as further detailed below will be placed on unpaid/inactive status until they comply. Employees who refuse to vaccinate for COVID-19 and who are not otherwise entitled to an accommodation will be excluded from campus/the workplace and placed on unpaid/inactive status for five (5) working days pending compliance with this Policy. Continued absences

from work as a result of noncompliance with this Policy may be deemed unexcused, and result in disciplinary action, up to and including termination from employment.

Consistent with applicable law, the School will pay all nonexempt employees for time spent receiving the COVID-19 vaccine, assuming the vaccine cannot be obtained during working hours. The School will also reimburse all employees for the cost of the vaccine (if any), as well as reasonable and necessary mileage (if applicable). All reimbursements require appropriate supporting documentation. Any School employees experiencing symptoms related to the COVID-19 vaccine that prevents them from being able to work are eligible for COVID-19 sick leave and should contact humanresources@mwacademy.org for support.

Proof of Vaccination

Once School employees receive the COVID-19 vaccine, either when directed to do so or when available, they must provide the School with written proof of COVID-19 vaccination within two (2) working days by completing the Vaccine Documentation Submission Survey [here](#). Written proof of COVID-19 vaccination currently means a vaccination card disbursed to COVID-19 recipients, post inoculation which clearly shows the employee's name and date of the vaccination. Failure to provide the School with written proof of COVID-19 vaccination upon request by the School constitutes noncompliance with this Policy. The School further reserves the right to request proof of both the first and second vaccination doses for COVID-19, if applicable.

When providing proof of vaccination, employees must not provide any medical or genetic information to the School. It is an employee's responsibility to ensure their proof of vaccination is free from medical and genetic information.

The School shall strictly maintain confidentiality of all employee COVID-19 vaccination data and related medical information, other than reporting the results to federal, state, and local health departments or agencies, only where required by law. The School will store all medical information about any employee separately from the employee's personnel file in order to limit access to this confidential information. The School will have a separate confidential medical file for each employee where the School stores employee medical information. Medical information includes COVID-19 vaccination data.

Continued Health and Safety Protocol

Consistent with the School's health and safety protocol, including its COVID-19 Health and Safety Policy and COVID-19 Injury and Illness Prevention Plan Addendum, and until guidance from federal, state, and local public health agencies is revised, all employees must continue to abide by all COVID-19 health and safety protocols, regardless of vaccination status. This includes but is not limited to continued use of facial coverings and social distancing practices.

Requests for Accommodations

Employees who are unable to comply with this Policy due to a qualifying disability or sincerely held religious belief, practice, or observance as defined by applicable law may be entitled to an accommodation from the School's COVID-19 vaccination requirement. Once the School is on notice that an employee may be unable to comply with the Policy due to a qualifying disability or sincerely held religious belief, practice, or observance, the School will engage in an interactive process with the employee, and work to identify any possible accommodations. As part of the interactive process, the School reserves the right to request supporting documentation or a medical certification which documents the basis for the requested accommodation. The School may not be required to provide employees with an accommodation should the accommodation result in a direct threat to health and safety at the School or to the employee, or if the accommodation will cause an undue hardship for the School. Employees who believe they may be entitled to a legally valid accommodation consistent with this Policy should

contact Fe Campbell, Director of Human Resources to address this matter further at fcampbell@mwacademy.org.

Non-Discrimination

The School will not discriminate, harass, or retaliate against any employee for receiving the COVID-19 vaccine, refusing to receive the COVID-19 vaccine, or for requesting a lawfully recognized accommodation from the COVID-19 vaccination Policy.

Disclaimer

As public health and legal guidance regarding COVID-19 vaccinations evolves, the School reserves the right to revise this Policy. Upon any revision to this Policy, the School will provide immediate notice in writing to all employees.

Should you have any questions regarding this Policy, you may contact Fe Campbell, Director of Human Resources at fcampbell@mwacademy.org.

Employee COVID-19 Testing Policy

Purpose

Making Waves Academy (“MWA” or the “School”) recognizes testing for COVID-19 as a key measure necessary to allow students and staff to safely return to campus to any degree while COVID-19 continues to spread and pose a direct threat to the School and our community. Per the Centers for Disease Control and Prevention (“CDC”), the California Public Health Department (“CDPH”), and applicable legal authority, testing for COVID-19 is part of a comprehensive strategy in combatting the virus and should be used in conjunction with promoting behaviors that reduce the spread of the virus. In combination with robust health and safety protocols, adherence to public health guidelines, including social distancing, active contact tracing, and the exclusion, quarantine, or isolation of any individual who is sick with or has been exposed to COVID-19, testing is intended to support the School to reopen and remain open safely by increasing the likelihood of detecting asymptomatic individuals who are infected within the School community, and limiting the spread of COVID-19 by symptomatic individuals, thereby maximizing the health and safety of all employees, students, and stakeholders.

Definitions

- Asymptomatic COVID-19 surveillance testing is the testing of individuals without evident symptoms of COVID-19 or a known exposure to a COVID-19 infected individual for the purpose of detecting and limiting the spread of COVID-19 within the School community.
- Symptomatic testing means an individual with symptoms of COVID-19.
- Response testing is used to identify positive individuals once a case has been identified in a given stable group and can be provided for symptomatic individuals or for asymptomatic individuals with known or suspected exposure to an individual infected with COVID-19.

General Requirements

Consistent with public health guidance, legal authority, and the School’s legal duty to maintain a safe and healthy workplace and learning environment, the School will implement COVID-19 testing based on local disease trends periodically, as testing capacity permits and as practicable, if directed by the local public health order, public health guidance, and where required by law. Currently, the School will require any employees coming onto any School campus or otherwise interacting with other employees or students in-person to complete an asymptomatic, non-invasive COVID-19 test regardless of whether the individual shows any symptoms, once every two (2) weeks. The School will also require any and all employees

coming onto campus to complete a non-invasive COVID-19 test intended to detect the presence of COVID-19 infection on a symptomatic and response basis, as warranted. The School reserves the right to amend COVID-19 testing cadences in this Policy, as consistent with public health guidance and applicable legal authority.

MWA has contracted with one or more testing providers licensed by the state of California and the United States' Food and Drug Administration ("FDA") to provide valid COVID-19 viral RT-PCR [A1] testing to detect the active presence of COVID-19 infection.[A2] However, any employee may select one of the acceptable testing alternative including Kaiser, other health care provider or local county testing site and submit a copy of their results to humanresources@mwacademy.org in alignment with the mandatory testing policy may do so in lieu of utilizing the testing provider(s) elected by the School. Such testing provider must be licensed by the state of California and FDA to provide valid viral RT-PCR tests for COVID-19 infection. Such testing will be provided free of charge to any employee required to undergo testing as a condition of returning or to continuing to work in-person at the School. If an employee chooses to select their own COVID-19 testing provider, the School will only accept the result and thus allow the employee to return to campus, if the employee undergoes an RT-PCR Test. If the employee presents another form of COVID-19 testing, the School will require the employee to present a RT-PCR Test before returning to campus.

Testing labs or facilities will share employees' COVID-19 test results with authorized representatives at the School, when such testing is required by the School, in compliance with the Health Information Portability and Accountability Act ("HIPAA"). The School will adhere to strict confidentiality protocols regarding all the receipt and handling of testing results provided to it as outlined in this Policy.

The only exceptions to this Policy will be for visitors onsite solely to drop off or pick-up technological equipment or other resources for engaging in distance learning or teaching, but who do not physically enter the School campus. Any individual coming onto campus for any reason will still be required to wear a face covering, maintain social distancing, and complete a health screening including a wellness check prior to being admitted. Any individual who is ill, showing any symptoms, or may have been exposed to COVID-19 must not enter any MWA campus and must follow public health guidance regarding quarantine and isolation orders.

Employees who refuse to consent to COVID-19 testing as consistent with this Policy will be excluded from the School campus while public health and legal guidance regarding the COVID-19 pandemic remain in place. For all employees who remain in telework status, they will not need to undergo testing while they continue working remotely. However, any employees in telework status who need to enter any School campus for any reason must comply with this Policy.

Until public health guidance changes, the School requires employees to get tested as soon as possible after developing one (1) or more COVID-19 symptoms or if one (1) or more household members or close contacts tested positive for COVID-19. In the event of a positive test result, the School requires that employees notify School administration immediately if the employee tested positive for COVID-19 or if one of their household members or non-household close contacts tested positive for COVID-19. Upon receiving notification that an employee has tested positive for COVID-19 or been in close contact with a COVID-19 case, the School will take actions as required by law, the MWA COVID-19 Health & Safety Policy, and the MWA COVID-19 Injury and Illness Prevention Plan ("IIPP") Addendum.

Consent to Test

No employee will be tested without their consent. However, access to any MWA campus, including for employees working on campus, will be restricted to only those employees who comply with the testing protocol outlined in this Policy.

Consequences for Employees who Fail to Comply with the Policy

Any employee who has returned to work in-person and refuses to provide testing results to the School consistent with this Policy or who otherwise fails to comply with the testing requirements will be placed off work and on unpaid/inactive status until such time as they are able to provide evidence of completion of the testing requirements. Placement off work may result in loss of pay if the employee is unable to work remotely and could result in discipline up to and including termination if the employee does not comply with the testing requirement. The School will make every effort to accommodate any employee pursuant to all applicable federal, state, and local law who because of a qualifying disability or other legally valid reason is unable to comply with the testing requirement. Any employee who believes they will be unable to comply with this Policy on the basis of a qualifying disability or other lawful basis must contact Fe Campbell, Director of Human Resources at fcampbell@mwacademy.org for guidance and to request an accommodation.

Confidentiality and Compliance with ADA

Once the School receives COVID-19 test results of any employee, the School will handle them in accordance with applicable law, including but not limited to the American's with Disabilities Act ("ADA") and the Fair Employment and Housing Act ("FEHA"). The School will maintain the confidentiality of the results of employee COVID-19 test results. COVID-19 test results will be maintained in a confidential medical file separate from the employee's general personnel file. Only the School's Human Resources Department and necessary administration officials will be granted access to test results, and only to assess whether any individual poses a direct threat to the workplace/learning environment and for the purpose of organizing the School's COVID-19 response and protecting the workplace and School from COVID-19 infection. The School will comply with state law and public health guidance regarding the requirement to provide general notice, without sharing confidential information such as an individual's names or medical information, to any persons who were potentially exposed to an individual infected with COVID-19 while on campus, or to report outbreaks to local health authorities as required by law. Every effort will be taken to ensure employee's rights to privacy are preserved while still acting in accordance with public health guidance and the law to prevent the spread of COVID-19. The School will not disclose employee medical information to third parties except as required by law, public health orders, and applicable legal authority to relevant public health authorities. Any employees authorized to review test results will be trained not to disclose them to third parties except in the instance outlined in this policy.

Non-Discrimination

The School will not discriminate, harass, or retaliate against any employee for testing for COVID-19, refusing to test for COVID-19, nor for requesting a lawfully recognized accommodation from this Policy.

Internal Complaint Review

The purpose of the “Internal Complaint Review Policy” is to afford all employees of the School the opportunity to seek internal resolution of their work-related concerns. All employees have free access to the CEO or Board of Directors to express their work-related concerns.

Specific complaints of unlawful harassment, discrimination, and retaliation are addressed under the School’s “Policy for Prohibiting Unlawful Harassment, Discrimination, and Retaliation.”

Internal Complaints

(Complaints by Employees Against Employees)

This section of the policy is for use when a School employee raises a complaint or concern about a co-worker.

If reasonably possible, internal complaints should be resolved at the lowest possible level, including attempts to discuss/resolve concerns with the immediate supervisor. However, in the event an informal resolution may not be achieved or is not appropriate, the following steps will be followed by the Director of Human Resources or designee or designee:

1. The complainant will bring the matter to the attention of the Acting Director of Human Resources or designee as soon as possible after attempts to resolve the complaint with the immediate supervisor have failed or if not appropriate; and
2. The complainant will reduce their complaint to writing, indicating all known and relevant facts. The Director of Human Resources or designee or designee will then investigate the facts and provide a solution or explanation;
3. If the complaint is about the CEO, the complainant may file their complaint in a signed writing to the President of the School’s Board of Directors, who will then confer with the Board and may conduct a fact-finding or authorize a third party investigator on behalf of the Board. The Board President or investigator will report their findings to the Board for review and action, if necessary.

This policy cannot guarantee that every problem will be resolved to the employee’s satisfaction. However, the School values each employee’s ability to express concerns and the need for resolution without fear of adverse consequence to employment.

External Complaints

(Complaints by Third Parties Against Employees)

This section of the policy is for use when a non-employee raises a complaint or concern about a School employee.

If complaints cannot be resolved informally, complainants may file a written complaint with the office of the CEO or Board President as soon as possible after the events that give rise to the complainant's concerns. The written complaint should set forth in detail the factual basis for the complaint. In processing the complaint, CEO (or designee) shall abide by the following process:

1. The CEO or designee shall use their best efforts to talk with the parties identified in the complaint and to ascertain the facts relating to the complaint.
2. In the event that the CEO (or designee) finds that a complaint against an employee is valid, the CEO (or designee) may take appropriate disciplinary action against the employee. As appropriate, the CEO (or designee) may also simply counsel/reprimand employees as to their conduct without initiating formal disciplinary measures.
3. The CEO's (or designee's) decision relating to the complaint shall be final unless it is appealed to the Board of Directors. The decision of the Board shall be final.

General Requirements

1. Confidentiality: All complainants will be notified that information obtained from the complainants and thereafter gathered will be maintained in a manner as confidential as possible, but in some circumstances absolute confidentiality cannot be assured.
2. Non-Retaliation: All complainants will be advised that they will be protected against retaliation as a result of the filing of any complaints or participation in any complaint process.
3. Resolution: The Board (if a complaint is about the CEO) or the CEO or designee will investigate complaints appropriately under the circumstances and pursuant to the applicable procedures, and if necessary, take appropriate remedial measures to ensure effective resolution of any complaint.

Amendments to Employee Handbook

This Employee Handbook contains the employment policies and practices of the School in effect at the time of publication.

The School reserves the right to amend, delete or otherwise modify this Handbook at any time provided that such modifications are in writing and duly approved by the employer.

Any written changes to the Handbook will be distributed to all employees. No oral statements can in any way alter the provisions of this Handbook.

Non-Discrimination Policy Contacts

Title IX

Fe Campbell, Director of Human Resources
humanresources@mwacademy.org
4123 Lakeside Drive
Richmond, CA 94806
(510) 262-1511

Title II, Title V, Title VI, 504

Elizabeth Martinez, Chief Operating Officer
compliance@mwacademy.org
4123 Lakeside Drive
Richmond, CA 94806
(510) 262-1511

APPENDIX A

HARASSMENT/DISCRIMINATION/RETALIATION COMPLAINT FORM

It is the policy of the School that all of its employees be free from harassment, discrimination, and retaliation. This form is provided for you to report what you believe to be harassment, discrimination, or retaliation so that the School may investigate and take appropriate disciplinary or other action when the facts show that there has been harassment, discrimination, or retaliation.

If you are an employee of the School, you may file this form with the CEO or Board President.

Please review the School's policies concerning harassment, discrimination, and retaliation for a definition of such unlawful conduct and a description of the types of conduct that are considered unlawful.

The School will undertake every effort to handle the investigation of your complaint in a confidential manner. In that regard, the School will disclose the contents of your complaint only to those persons having a need to know. For example, to conduct its investigation, the School will need to disclose portions of your factual allegations to potential witnesses, including anyone you have identified as having knowledge of the facts on which you are basing your complaint, as well as the alleged offender.

In signing this form below, you authorize the School to disclose to others the information you have provided herein, and information you may provide in the future. Please note that the more detailed information you provide, the more likely it is that the School will be able to address your complaint to your satisfaction.

Charges of harassment, discrimination, and retaliation are taken very seriously by the School both because of the harm caused by such unlawful conduct, and because of the potential sanctions that may be taken against the offender. It is therefore very important that you report the facts as accurately and completely as possible and that you cooperate fully with the person or persons designated to investigate your complaint.

Your Name: _____ **Date:** _____

Date of Alleged Incident(s): _____

Name of Person(s) you believe harassed, or discriminated or retaliated against, you or someone else:

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):

I acknowledge that I have read and that I understand the above statements. I hereby authorize the School 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.

Signature of Complainant: _____ Date: _____

Printed Name of Complainant: _____

----- **To be Completed by Human Resources Only** -----

Received by: _____ / _____ Date: _____
Printed Name/Signature

APPENDIX B

INTERNAL COMPLAINT FORM

Your Name: _____ **Date:** _____

Date of Alleged Incident(s): _____

Name of Person(s) you have are filing 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):

I hereby authorize the School 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:** _____

Printed Name of Complainant: _____

----- **To be Completed by School Official Only**-----

Received by: _____ / _____ Date: _____
Printed Name/Signature

Coversheet

CCCOE MOU

Section: IV. Action Items
Item: L. CCCOE MOU
Purpose: Vote
Submitted by: Fe Campbell
Related Material: CCCOE TIP MOU 2022-23.pdf

BACKGROUND:

Memorandum of Understanding (MOU) for the CCOE Induction Program

This Memorandum of Understanding (MOU) establishes a partnership between the Contra Costa County Office of Education (CCCOE) Teacher Induction Program and Making Waves Academy for the 2022-2023 school year.

RECOMMENDATION:

Your approval of this MOU will allow the School to continue its partnership with a quality teacher induction program that supports the growth and development of new teachers at MWA.



**Contra Costa County Office of Education
Teacher Induction Program**

**MEMORANDUM OF UNDERSTANDING (MOU)
for the CCCOE Teacher Induction Program**

July 1, 2022 – June 30, 2023

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, ongoing 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 the 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, 2022**. Pay the balance of the amount by **March 31, 2023**. 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, including 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.

Mutual Indemnity:

a) The *County Superintendent* shall defend, indemnify and hold *District/Partner School*, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement (collectively, “Claims”) but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions, or violations of FERPA with respect to student records, by *County Superintendent*, its officers, agents, or employees.

b) The *District/Partner School* shall defend, indemnify, and hold the *County Superintendent* its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement (collectively, “Claims”) but only in proportion to and to the extent such Claims are caused by or result from the negligent or intentional acts or omissions or violations of FERPA with respect to student records, by *District/Partner School*, its officers, agents, or employees.

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 non-refundable 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 November 1st as follows:</p> <ol style="list-style-type: none"> 1. September: \$425 (registration included) 2. October: \$675 (registration included) <p>Full-service fee after November 1st.</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 District/Partner Schools	<p style="text-align: center;">\$3,500</p> <p>Enrollment of six to twelve program participants (total includes Participating Teachers and Mentors)</p> <p>Enrollment above twelve program participants will require an addendum reflecting an additional service fee.</p>
CCCOE Facilitated Professional Development available for Districts/Partner School <i>upon request</i>	<p style="text-align: center;">TBD</p> <p style="text-align: center;">(Foundation Mentoring, Analysis of Student Work, Observations, etc)</p>

Exhibit B

CCCOE TIP Confidentiality Policy

Confidentiality Policy
<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>

Participation, 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.

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: \$2,000 - 2,500 per teacher</p>
Partial release classroom teacher	<ul style="list-style-type: none"> ● 20% release supports 3 teachers ● 40% release supports 6 teachers ● 60% release supports 9 teachers ● 80% release supports 12 teachers
Full release mentors (assuming no other duties aside from induction mentoring)	<p style="text-align: center;">13-15</p> <p>Consider: required one hour a week of individualized support, 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.
3. Email **ALL** pages, 1-8, to Mary Louise Vander Meulen, TIP administrative assistant, at mvandermeulen@cccoe.k12.ca.us by **May 31, 2022**.

Note: Please do not use DocuSign.

Name of District/ Partner School

Name of District/Partner School:	
Mailing Address including City, State, Zip Code	

Designated TIP District/ Partner School Coordinator

Name of District/Partner School TIP Coordinator:	
District/Partner School Position/Title:	
Phone Number: <i>(include area code)</i>	
Email Address:	

Designated TIP District/ Partner School Liaison

Name of District/Partner School TIP Liaison:	
District/Partner School Position/Title:	
Phone Number: <i>(include area code)</i>	
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

Name of District/Partner School Authorized Signatory: <small>(Print the full name of the person signing below):</small>		
District/Partner School Position/Title:		
Phone Number: <i>(include area code)</i>		
Email Address:		
Signature:		Date:

Email **ALL** pages (pgs.1-8) of the signed MOU to Mary Louise Vander Meulen, TIP administrative assistant, at mvandermeulen@cccoe.k12.ca.us by **May 31, 2022.**

To Be Completed by CCCOE Only

MOU Authorization Has Been Approved By The Following:		
Denise Porterfield, <i>Deputy Superintendent, CCCOE</i>		Date
Charise DeCoito Nyere da Silva <i>Program Coordinator, CCCOE TIP</i>		Date

Coversheet

CTC Declaration of Need

Section: IV. Action Items
Item: M. CTC Declaration of Need
Purpose: Vote
Submitted by: Fe Campbell
Related Material: CTC Declaration of Need CL500_2022-23.pdf

BACKGROUND:

The Declaration of Need allows MWA to apply for and the Commission on Teacher Credentialing to issue Emergency Cross-Cultural and Academic Development (CLAD), Limited Assignment Permits, and more for teachers. We anticipate another year where staffing teachers will be difficult and these emergency permits ensure compliance while teachers are enrolled in a current credential program and/or studying to pass required examinations. **No fiscal impact.**

RECOMMENDATION:

Your approval of the CTC Declaration of Need document will support the compliance requirements of teachers hired for the 2022-2023 school year. Your approval of the CTC Declaration of Need document will support the compliance requirements of teachers hired for the 2022-2023 school year.



State of California
 Commission on Teacher Credentialing
 Certification Division
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
 Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: _____

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: _____ District CDS Code: _____

Name of County: _____ County CDS Code: _____

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on ___/___/___ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, _____.

Submitted by (Superintendent, Board Secretary, or Designee):

_____ *Fe Campbell* _____
Name Signature Title

_____ _____ _____
Fax Number Telephone Number Date

_____ _____
Mailing Address

_____ _____
E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ___/___/___, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
EMail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year’s actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes No

If yes, how many interns do you expect to have this year? _____

If yes, list each college or university with which you participate in an internship program.

If no, explain why you do not participate in an internship program.

Coversheet

Master Calendar and Bell Schedules: 2022-2024

Section: IV. Action Items
Item: N. Master Calendar and Bell Schedules: 2022-2024
Purpose: Vote
Submitted by:
Related Material: 2022-2024_Academic_Calendar_Drafts_and_Summary_03302022.pdf
Summary and Proposed Bell Schedules.pdf

Summary of Feedback

- **Feedback was received from:**
 - **All grade levels and content areas** via Grade Level & Content Leads - feedback represents 50% of the faculty or more (estimate)
 - **Non-Instructional Departments:** SPED, Compliance, Central Office
 - **Academic Instruction Team (AIT)**
- Two versions of the calendar were circulated, one featured a shortened February Break and the other featured a shortened November Break. Of the two, **the overwhelming majority selected the version with the shorter November break**. Instructional leaders leaned more towards reducing February Break, teachers leaned towards reducing November Break
- **All non-voting feedback (open-ended) advocated strongly for maintaining the breaks even if that mean reducing teacher work days**
 - Teachers leaned in this direction early and consistently throughout the feedback window
 - AIT followed up separately and advocated strongly for maintaining the breaks and aligning to WCCUSD based on feedback they were receiving from teachers directly
- **There was a general consensus from teachers to shorten August PD and to shift the focus of PD on quality, not quantity.** Teachers also expressed the desire to participate in the planning of August PD
- **Teachers and instructional leaders advocated for an early start for 5th and 9th grade students before the start of school.**
 - There was advocacy for two days that focus on community building and a need to begin instruction as close to the first day as possible.

Summary of Key Changes: Master Calendar (2-Year Projection)

- **181 instructional days**
 - Incorporates 5 contingency days after the last day of school, if we needed to recover instructional days we would push into this week (June 12-16)
- **194.5 teacher work days**
 - **Net difference for teacher work days is -3.5**, other years have been based on 198 teacher work days
- **Shortens August PD** to 5 days
 - Incorporates two work days (non-PD) before the first day of school
- **Wednesday, August 10th would be the first day for 5th and 9th grade** (non-instructional day)
- **First two instructional days** (Thursday and Friday) would **focus on community building**
 - Instruction starts on Monday, August 15th
- **Incorporates 4 teacher non-instructional/work days (not PD)** throughout the year
 - 2 before the start of school, 1 full day for advisor-family conferences vs. 3 short days, 1 full day before winter break
- **Keeps three breaks intact** (November, December, February, and April)
 - Reduced teacher work days to accommodate the break
 - Removed the January 3rd PD/Work Day
- **Incorporates 5 Sustainability Fridays**
- **Adds additional day off in March (Cesar Chavez day before Spring Break)**
- **Saturday Academy - Removed entirely**
- **Parent Meetings – Quarterly**
- **Teacher Saturday Events - 3 (Back to School, SAT/PSAT, Case Study)**

MWA 2022/23 Calendar - DRAFT

July 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						

August 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			

September 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	

October 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					

November 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			

December 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

January 2023						
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 2023						
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 2023						
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 2023						
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 2023						
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 2023						
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 = 15		
	Recess = 19		
	Teacher PD (no school for students) = 7	Total Instructional Days	181
	Teacher Work Day (no school for students) = 4	Total Teacher Work Days	12
	Saturday Teacher Half Days = 3	Totals Saturdays (1/2 Days)	1.5
	First day for 5th/9th Graders = 1	Total Teacher Workdays	194.5
	Early Dismissal (1:00pm) = 7	Semester 1	81
	First & Last Day of School (all students)	Semester 2	100
	Progress Reports		
	Summer School		
	Contingency School Days (to be used for unexpected school closures)		
	Sustainability Fridays for Staff = 5		














Federal holidays 2022/23

Jul 4, 2022	Independence Day	Nov 24, 2022	Thanksgiving Day	Jan 1, 2023	New Year's Day	Mar 31, 2023	Cesar Chavez Day
Sep 5, 2022	Labor Day	Dec 25, 2022	Christmas Day	Jan 2, 2023	New Year's Day (obs.)	May 29, 2023	Memorial Day
Oct 10, 2022	Indigenous People's Day	Dec 26, 2022	Christmas Day (obs.)	Jan 16, 2023	Martin L. King Day	Jun 19, 2023	Juneteenth
Nov 11, 2022	Veterans Day			Feb 20, 2023	Presidents' Day		

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MWA 2023/24 Calendar - DRAFT

July 2023 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 2023 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 2023 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 2023 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 2023 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 2023 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 2024 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 2024 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						
March 2024 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 2024 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 30							May 2024 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 2024 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						

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	Recess = 19		
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	First & Last Day for Teachers		
	# Progress Reports		
	# Summer School		
	# Contingency School Days (to be used for unexpected school closures)		
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Sep 4, 2023	Labor Day	Dec 22, 2022	Christmas Eve (obs.)	Jan 15, 2024	Martin L. King Day	May 27, 2024	Memorial Day
Oct 9, 2023	Indigenous People's Day	Dec 25, 2022	Christmas Day	Feb 19, 2024	Presidents' Day	Jun 19, 2024	Juneteenth
Nov 10, 2023	Veterans Day (obs.)						

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Due to the continued growth of our population, we explored a modification to our bell schedule to alleviate the high-volume of traffic during arrival/dismissal time and to address a variety of feedback we received about the current schedule. **At this time, my recommendation is to adopt a staggered dismissal bell schedule for the next two academic years (2022-2024).** Below you will find a description of the development and feedback process.

The two variations we looked at included:

- **Staggered dismissal (5th/6th and 7th-12th)**, start time is the same for everyone but dismissal time is different
 - These versions group 5th & 6th together, and keeps 7th-12th together
 - Grouping the schedules this way allows some opportunities for middle school students to enroll in upper school courses in the future
 - This grouping has been in place for the last 2 years
- **Full staggered schedule (5th-8th and 9th-12th)**, start/end time is earlier for 5th-8th and later for 9th-12th [per CA law](#).
 - These versions group 5th & 6th together, 7th & 8th, and finally 9-12th together

The following feedback/key limitations were incorporated into the initial versions:

- DTI/Marlin Hour is not popular in its current format due to the lack of curriculum
- There is some need for DTI/Marlin Hour to fulfill intervention services (SPED/ELD)
- “The day is too long” – we do have instructional minute requirements, the requirement for 5-8 is lower than 9-12. Both versions account for that and meet the instructional minute counts.
- Post-Holiday schedule causes confusion and again is not popular with teachers – I accounted for that by including schedules for the 4 day weeks
- **Key Limitation:** Due to the PowerSchool setup (there are two “schools”, one is 5-8 and the other is 9-12) **each school has to have the same first period with the same start and end time**; there is no way around this in our current technical setup.

The initial versions were shared with:

- **Grade Level & Content Leads**
- **Non-Instructional Departments:** SPED, Compliance, Central Office
- **Academic Instruction Team (AIT)**
- **Curriculum & instruction Advisory Committee**

Staggered Dismissal	Full Stagger
<ul style="list-style-type: none"> + Universal start time for the whole school + Schedule is simpler to follow + Adds a break to Fridays + Length of DTI/MH + 4-day week schedule + Same end time for Community-Building Fridays - Length of advisory - Supervision for dismissal is a concern since there is a “longer dismissal window” 	<ul style="list-style-type: none"> + Would alleviate traffic + Length of DTI + 4-day week schedule + Maintains early dismissals on Fridays - Challenging for families to have different arrival/dismissal times if they have kids in middle & upper school - DTI/MH is in the middle of the day, athletics benefited from it being in the afternoon so athletes didn’t miss core classes - Lunch is not long enough

*There was almost a 50/50 split between staggered dismissal and full stagger (staggered dismissal held a small majority (53%). However, staggered dismissal received more positive feedback.

Staggered Dismissal Schedule Version 2

- Start Time: All grades start at 8:30 AM
- End Time: Grades 5-6 have the same end time 3:00, grades 7-12 have the same end time 3:30
- 4 day weeks: Short weeks have a set schedule, this version keeps the Friday at a regular end time for these special weeks
- Alt Period = references time used for intervention in past bell schedules

Grades 5-6 Bell Schedule															
Regular Bell Schedule								4 Day Weeks (Monday-Thursday)							
(M/W)				(T/Th)				Monday & Wednesday				Tuesday & Thursday			
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0	7:30	8:20	50	Period 0	7:30	8:20	50	Period 0	7:30	8:20	50	Period 0
8:30	9:00	30	Advisory	8:30	9:00	30	Advisory	8:30	9:00	30	Advisory	8:30	9:00	30	Advisory
9:05	10:25	80	Period 1	9:05	10:25	80	Period 4	9:05	10:25	80	Period 1	9:05	10:25	80	Period 4
10:30	11:15	45	Alt Period	10:30	11:15	45	Alt Period	10:30	11:15	45	Alt Period	10:30	11:15	45	Alt Period
11:15	11:50	35	Lunch	11:15	11:50	35	Lunch	11:15	11:50	35	Lunch	11:15	11:50	35	Lunch
11:55	1:15	80	Period 2	11:55	1:15	80	Period 5	11:55	1:15	80	Period 2	11:55	1:15	80	Period 5
1:20	1:30	10	Break	1:20	1:30	10	Break	1:20	1:30	10	Break	1:20	1:30	10	Break
1:35	2:55	80	Period 3	1:35	2:55	80	Period 6	1:35	2:55	80	Period 3	1:35	2:55	80	Period 6
Friday				Friday Community Building (by request)				(T/Th)				W			
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0	7:30	8:20	50	Period 0	7:30	8:20	50	Period 0	7:30	8:20	50	Period 0
8:30	9:15	45	Period 1	8:30	9:05	35	Period 1	8:30	9:00	30	Advisory	8:30	9:00	30	Advisory
9:20	10:05	45	Period 2	9:10	9:45	35	Period 2	9:05	10:25	80	Period 1	9:05	10:25	80	Period 4
10:10	10:55	45	Period 3	9:50	10:25	35	Period 3	10:30	11:15	45	Alt Period	10:30	11:15	45	Alt Period
10:55	11:25	30	Lunch	10:25	10:55	30	Brunch/Lunch	11:15	11:50	35	Lunch	11:15	11:50	35	Lunch
11:30	12:15	45	Period 4	11:00	11:35	35	Period 4	11:55	1:15	80	Period 2	11:55	1:15	80	Period 5
12:20	1:05	45	Period 5	11:40	12:15	35	Period 5	1:20	1:30	10	Break	1:20	1:30	10	Break
1:10	1:55	45	Period 6	12:20	12:55	35	Period 6	1:35	2:55	80	Period 3	1:35	2:55	80	Period 6
				1:00	1:55	55	Community Building								
Friday								(T/Th)							
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0					7:30	8:20	50	Period 0				
8:30	10:00	90	Period 4					8:30	10:00	90	Period 4				
10:00	10:30	30	Brunch/Lunch					10:00	10:30	30	Brunch/Lunch				
10:35	12:05	90	Period 5					10:35	12:05	90	Period 5				
12:10	12:20	10	Break					12:10	12:20	10	Break				
12:25	1:55	90	Period 6					12:25	1:55	90	Period 6				

Grades 7-12 Bell Schedule															
Regular Bell Schedule								4 Day Weeks (Monday-Thursday)							
Monday & Wednesday				Tuesday & Thursday				Monday & Wednesday				Tuesday & Thursday			
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0	7:30	8:20	50	Period 0	7:30	8:20	50	Period 0	7:30	8:20	50	Period 0
8:30	9:00	30	Advisory	8:30	9:00	30	Advisory	8:30	9:00	30	Advisory	8:30	9:00	30	Advisory
9:05	10:35	90	Period 1	9:05	10:35	90	Period 4	9:05	10:35	90	Period 1	9:05	10:35	90	Period 4
10:35	10:45	10	Break	10:35	10:45	10	Break	10:35	10:45	10	Break	10:35	10:45	10	Break
10:50	12:20	90	Period 2	10:50	12:20	90	Period 5	10:50	12:20	90	Period 2	10:50	12:20	90	Period 5
12:25	1:00	35	Lunch	12:25	1:00	35	Lunch	12:25	1:00	35	Lunch	12:25	1:00	35	Lunch
1:05	1:55	50	Alt Period	1:05	1:55	50	Alt Period	1:05	1:55	50	Alt Period	1:05	1:55	50	Alt Period
2:00	3:30	90	Period 3	2:00	3:30	90	Period 6	2:00	3:30	90	Period 3	2:00	3:30	90	Period 6
Friday				Friday Community Building				(T/Th)				W			
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0	7:30	8:20	50	Period 0	7:30	8:20	50	Period 0	7:30	8:20	50	Period 0
8:30	9:20	50	Period 1	8:30	9:10	40	Period 1	8:30	9:10	40	Advisory	8:30	9:10	40	Advisory
9:25	10:15	50	Period 2	9:15	9:55	40	Period 2	9:15	10:45	90	Period 1	9:15	10:45	90	Period 4
10:15	10:25	10	Break	9:55	10:05	10	Break	10:45	10:55	10	Break	10:45	10:55	10	Break
10:30	11:20	50	Period 3	10:10	10:50	40	Period 3	11:00	12:30	90	Period 2	11:00	12:30	90	Period 5
11:25	12:15	50	Period 4	10:55	11:35	40	Period 4	12:30	1:00	30	Lunch	12:30	1:00	30	Lunch
12:15	12:45	30	Lunch	11:35	12:05	30	Lunch	1:05	1:55	50	Alt Period	1:05	1:55	50	Alt Period
12:50	1:40	50	Period 5	12:10	12:50	40	Period 5	2:00	3:30	90	Period 3	2:00	3:30	90	Period 6
1:45	2:35	50	Period 6	12:55	1:35	40	Period 6								
				1:40	2:35	55	Community Building								
Friday								(T/Th)							
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
7:30	8:20	50	Period 0					7:30	8:20	50	Period 0				
8:30	10:00	90	Period 4					8:30	10:00	90	Period 4				
10:00	10:15	15	Break					10:00	10:15	15	Break				
10:20	11:50	90	Period 5					10:20	11:50	90	Period 5				
11:55	12:40	35	Lunch					11:55	12:40	35	Lunch				
12:45	2:15	90	Period 6					12:45	2:15	90	Period 6				

Coversheet

Slides Presented at Board Meeting

Section: VI. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)
Item: A. Slides Presented at Board Meeting
Purpose: FYI
Submitted by:
Related Material: 22-23 LCAP Public Hearing- May 5 Board Meeting Slides.pptx



Learn. Graduate. Give Back.

2022-23 LCAP Public Hearing

Presenter(s): Dr. E. Ward-Jackson and Ms. Micah Stilwell
Date: May 5, 2022

Table of Contents

1. LCAP Context
2. 22-23 LCAP Highlights and Revisions, Budget
3. Educational Partner Engagement
4. Discussion





Framing the LCAP

The LCAP development process serves three distinct, but related functions:

- Comprehensive Strategic Planning
- Meaningful Engagement of Educational Partners
- Accountability and Compliance





Overview of this year's requirements

–2nd of 3-year LCAP cycle. Annual update is now folded into the main LCAP document.

–In addition to our state LCFF funding, the MWA LCAP incorporates our federal Title funds (folding the SPSA requirements into the LCAP).

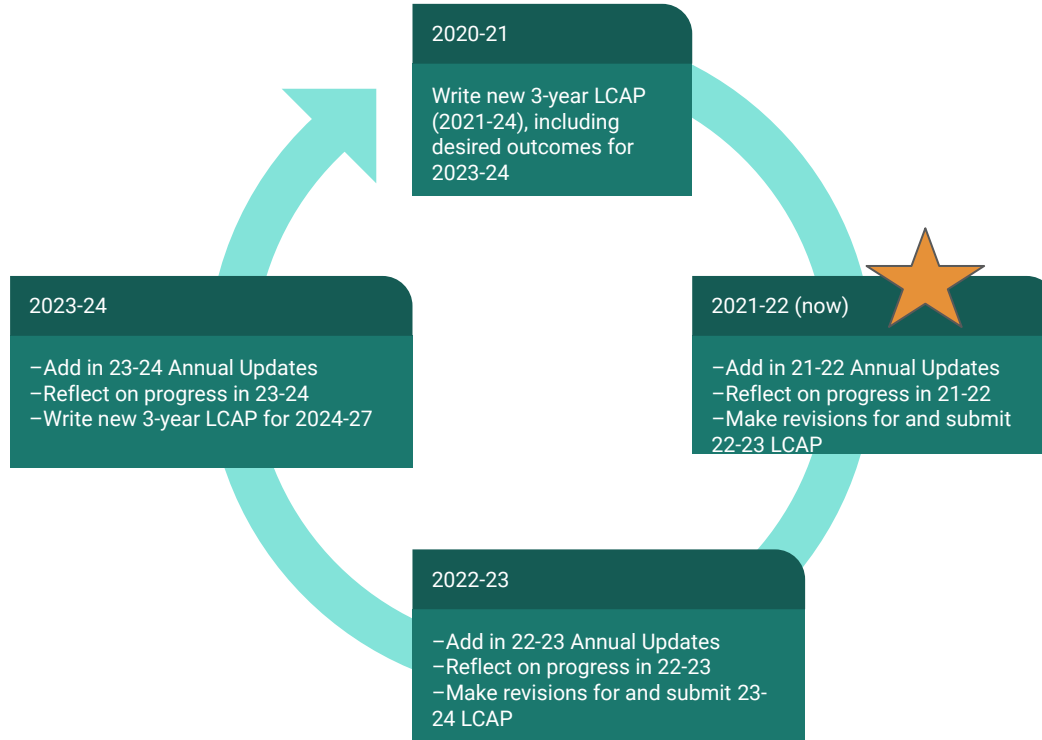
–New direction from the state around the tracking and explanation of use of “contribution actions” to “increase and improve services for English Learner, foster youth, and low-income students.”

–The LCAP supplement presented in January is also submitted along with the main LCAP, as required.

–Today’s meeting is a public hearing, in which board members and general public can still give feedback. At the next board meeting (in June) the board will have the opportunity to vote to approve the 22-23 LCAP, which we must adopt by July 1.



3 year cycle





Guiding Question

- What feedback, refinements, or questions do you have related to 22-23 LCAP? (goals, metrics, actions, or expenditures?)

2022-23 LCAP Highlights and Revisions



KETTERING

UNIVERSITY



Our 8 LCAP Goals continued to be are aligned with the 8 state priorities:

Priority 1:
Basic
Conditions

Priority 2:
State
Standards

Priority 3:
Parent
Involvement

Priority 4:
Pupil
Achievement

Priority 5:
Student
Engagement

Priority 6
School
Climate

Priority 7
Course
Access

Priority 8
Other Pupil
Outcomes



New Goal Language

Goal 1: Basic Conditions: Provide an effective infrastructure and systems to support basic conditions of learning (credentials, facilities, and instructional materials) to be met or exceeded.

Goal 2: Implementation of Academic Standards: Build teacher and leader capacity to effectively develop, implement, and refine vertically-aligned, standards-based learning for all students, including English Learners.

Goal 3: Family Partnerships: Promote, increase, and deepen participation in family engagement events and opportunities for parent and guardian engagement through intentional and mission-aligned opportunities for involvement and expanded avenues for family input on school decision-making.

Goal 4: Student Achievement for College and Career Readiness: Support student achievement across multiple measures so that each learner can make progress towards high school completion and have opportunities to demonstrate college and career readiness.



New Goal Language

Goal 5: Student Engagement: Support student engagement, increased student attendance, and retention of students at Making Waves Academy from 5th grade through high school graduation.

Goal 6: School Climate: Create a safe and inclusive environment of achievement and student success, informed through the lens of diversity, equity, and inclusion, to holistically support students and adults, and maintain a healthy school climate.

Goal 7: Course Access: In order to prepare all students for college and career, we will maintain and expand access to a broad course of study.

Goal 8: Academic Growth: Support all learners to enable growth in academic student outcomes.



Goal 1	New metric to track teacher retention
Goal 2	New metrics and actions related to teacher PD, including math PD, specifically (Actions 2.5 and 2.6)
Goal 3	<ul style="list-style-type: none">–Parent participation and planning opportunities (Action 3.1)–Reorganization of Parent Engagement efforts, under the new roles of Assistant Principals who will engage with parents for their respective grade-bands. (Action 3.2)–New communication tool Bloomz (Action 3.5)–Affirming our continued commitment to providing interpretation and translation (3.6)
Goal 4	<ul style="list-style-type: none">–New metric related to post-secondary planning, inclusive of multiple post-secondary paths–Integration of academy-wide scope and sequence for college and career readiness (action 4.4)
Goal 5	<ul style="list-style-type: none">–Integrating a PBIS (Positive Behavior Intervention and Supports) program into proactive attendance plan (Action 5.1)–Highlighting and further specifying the role of the SARB/SART process in improving attendance (Action 5.2)–Highlighting the work of the Student Activities Coordinator as another contributor to student engagement (Action 5.4)

Programmatic Revisions/Additions



<p>Goal 6</p>	<ul style="list-style-type: none"> –New metrics (social worker survey and holistic services referrals) –Plan to provide a new advisory curriculum (Action 6.2) –Implementing revised campus supervisory role, with increased number of supervisors (Action 6.6) –New behavior data system to track behavior incidents and PBIS supports (Action 6.7)
<p>Goal 7</p>	<ul style="list-style-type: none"> –Create a plan to expand course offerings through a dual enrollment partnership with a post-secondary institution (Action 7.3)
<p>Goal 8</p>	<p>Added in a number of actions to more clearly delineate our tiered instructional approach: These new actions are not new practices at MWA, but ones that we plan to continue to refine and improve</p> <ul style="list-style-type: none"> 8.1- Tier 1 instruction 8.2- Academic Interventions 8.3- Educational software 8.4- Assessment tools 8.5- Progress monitoring and data analysis 8.6- Extended learning. 8.7- Piloting a new reading intervention program in Special Education department

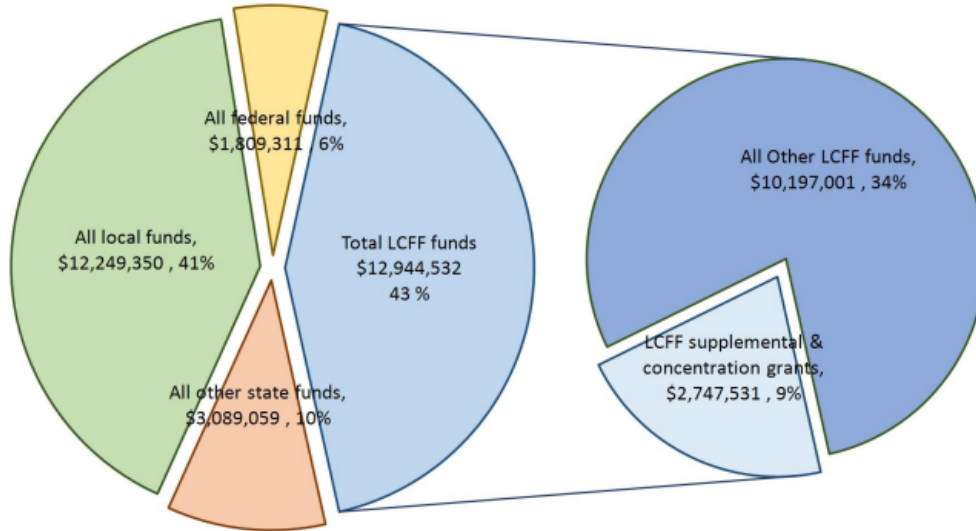


Technical Changes (to support compliance)

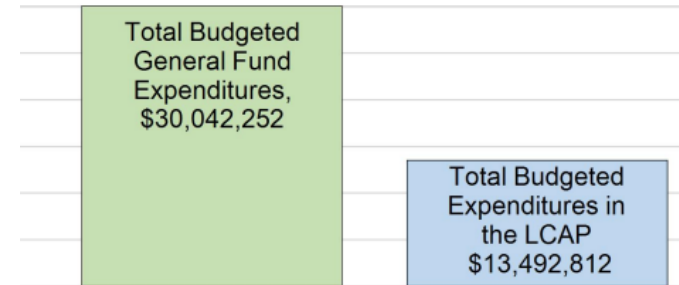
- Reorganized some goals (changed placement of some metrics and actions) to increase alignment with WASC organization
- Revised some metrics (corrections to baseline data, made some more measurable, added some required metrics, adjusted desired outcomes based on previous board feedback)
- Revised some actions to ensure they reflect current/planned practices.
- More substantial discussion of “increased & improved services” requirements and how “contributing actions” were selected/designated.
- *[All changes are discussed in more detail in the “Goals Analysis” section for each goal]*

Budget Context

Projected Revenue by Fund Source



Budgeted Expenditures in the LCAP

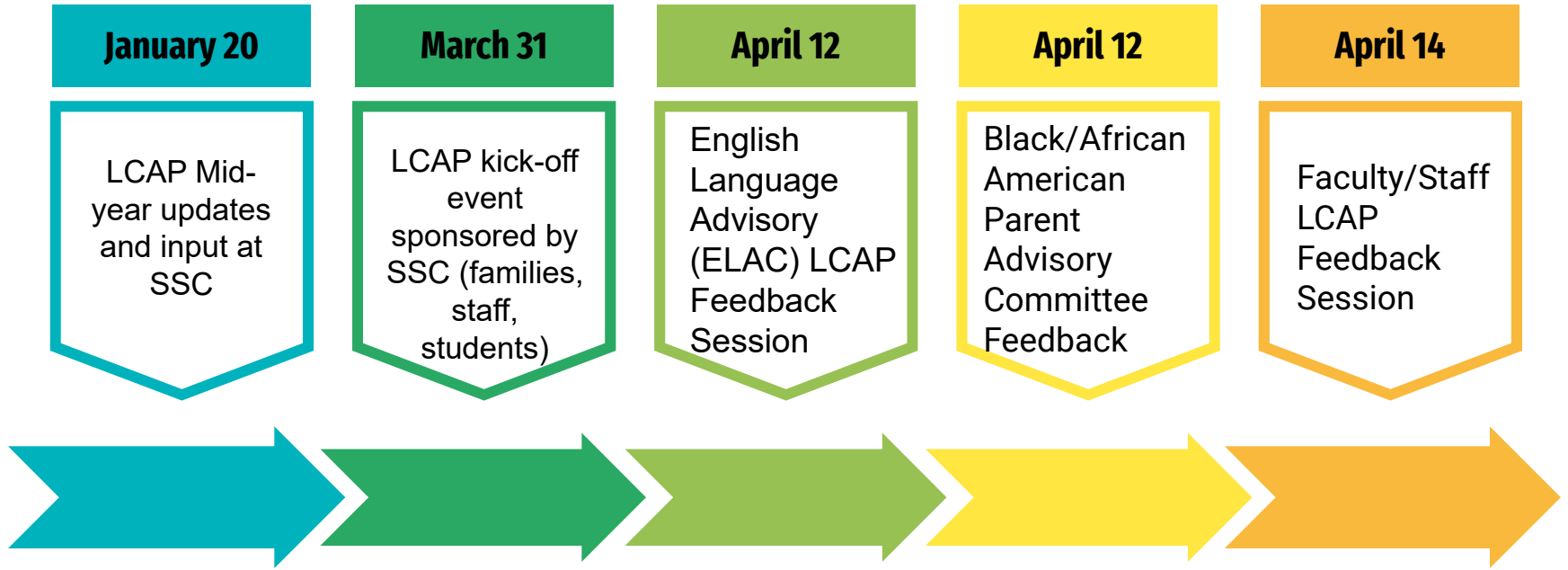


Educational Partner Feedback





LCAP Educational-Partner Engagement Spring 2022





Multiple inputs from educational partners throughout the year

Board listening sessions

Focus group discussions with different staff groupings



Consultations

Consultation with SELPA, trainings and resources from state and county

Funding- feedback sessions

Sessions related to ESSER III and other new funding sources to gather feedback on how to prioritize funds



Pulse Check Surveys

Brief family and staff surveys to get input on successes, challenges, and priorities of the year

Needs Assessment

LCAP Working Group Needs Assessment looking at disaggregated data for different student groups



LCAP Feedback Events

Official LCAP feedback events with different groups of educational partners

Support teacher recruitment and credentialing	Action 1.4 (Teacher residents and teacher induction)
Enhance teacher coaching and PD	Actions 2.5 (Instructional Coaching and PD) and 2.6 (Math PD and Coaching)
Increase opportunities for family participation, input, and engagement	Actions 3.1 (Participation opportunities), 3.2 (Family engagement), 3.4 (Parent leadership), 3.5 (Communication tool), 3.6 (Translation).
Expose students to various college and career paths, starting in middle school	Action 4.4 (Post-secondary planning)
Provide additional opportunities for clubs and activities, including in middle school	Action 5.4 (Student activities coordinator)
Use student incentives and other motivators to increase engagement	Action 5.1 (Attendance) and 6.7 (Behavior Data System)
Provide advisory curriculum	Action 6.2 (Advisory curriculum)
Focus on student safety	Action 6.6 (Campus Supervisors)
Increase course offerings	Action 7.3 (Expand course offerings)
Challenges with Marlin Hour/DTI	Action 8.2 (Academic interventions)

Next Steps

- LCAP Working Group will review board/public hearing feedback and make revisions as needed
- Re-present LCAP to the board (with any needed revisions) and ask the board to take action (vote to approve) June 16, 2022
- Submit board-approved LCAP to county authorizer and post final version to website before July 1, 2022

Questions and Discussion





Guiding Question

- What feedback, refinements, or questions do you have related to 22-23 LCAP? (goals, metrics, actions, or expenditures?)



Thank You!

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