



Making Waves Academy

May Board Meeting

Date and Time

Thursday May 4, 2023 at 4:00 PM PDT

Location

In-person board meeting at Making Waves Academy, US-1 Open Space (near the upper school front office), 412 3 Lakeside Dr.

The meeting is also streaming live on zoom:

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGITbVVHb1NlFYUd2WWNTaW8wQT09>

Passcode: 073032

Or One tap mobile :

US: +16694449171,,87855022048#,,, *073032# or +16699006833,,87855022048#,,, *073032#

Or Telephone:

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

US: +1 669 444 9171 or +1 669 900 6833 or +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 564 217 2000 or +1 646 931 3860 or +1 929 436 2866 or +1 301 715 8592 or +1 309 205 3325 or +1 312 626 6799 or +1 386 347 5053

Webinar ID: 878 5502 2048

Passcode: 073032

International numbers available: <https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGITbVVHb1NlFYUd2WWNTaW8wQT09>

COMING SOON (to be posted by Wednesday, May 3rd)

- HAGA CLIC [AQUÍ](#) para acceder a la agenda y portadas en español/CLICK HERE to access agenda and cover sheets in Spanish:
- HAGA CLIC AQUÍ para acceder el reporte escolar/CLICK HERE to access the school board report in Spanish:

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:

Molly Moloney at mmoloney@mwacademy.org or 510-779-1366.

Public Comment

- The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.
- Under Public Comment, members of the public may
 - Comment on items on the agenda
 - Comment on items not on the agenda
 - **Presentations are limited to two minutes each**, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- **Speakers may submit a request to speak before 9:00 AM on the day of the board meeting, fill out a comment card at the in-person location, or use the raise hand function on zoom 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 mmoloney@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.

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.*

- **Los oradores pueden enviar una solicitud para hablar antes de las 9:00 a. m. del día de la reunión de la junta, completar una tarjeta de comentarios en el lugar en persona o usar la función de levantar la mano en zoom 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 mmoloney@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

	Purpose	Presenter	Time
I. Opening Items			4:00 PM
Opening Items			

	Purpose	Presenter	Time
A. Call the Meeting to Order Alicia Malet Klein will call the meeting to order.		Alicia Malet Klein	
B. Record Attendance Roll call and verification of quorum.		Alicia Malet Klein	1 m
C. Remarks by Board President Board President makes general remarks.	Discuss	Alicia Malet Klein	2 m
D. Public Comment		Alicia Malet Klein	20 m

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Purpose	Presenter	Time
<ul style="list-style-type: none"> • 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. 		
<ul style="list-style-type: none"> • <i>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.</i> • <i>Bajo comentario público, los miembros del público pueden:</i> <ul style="list-style-type: none"> ◦ <i>Hacer comentarios sobre los puntos del orden del día</i> ◦ <i>Hacer comentarios sobre puntos no incluidos en el orden del día</i> ◦ <i>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.</i> • <i>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.</i> • <i>Los oradores pueden enviar una solicitud para hablar antes de las 9:00 a. m. del día de la reunión de la junta, completar una tarjeta de comentarios en el lugar en persona o usar la función de levantar la mano en zoom durante las secciones de comentarios públicos de la reunión.</i> <ul style="list-style-type: none"> ◦ <i>Si desea enviar su solicitud de uso de la palabra antes de la reunión, envíe su solicitud por correo electrónico a mmoloney@mwacademy.org en inglés o español.</i> ◦ <i>En su solicitud:</i> <ul style="list-style-type: none"> ▪ <i>Incluya su nombre para que pueda ser llamado cuando sea su turno de hablar.</i> ▪ <i>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).</i> ▪ <i>Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.</i> • <i>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.</i> 		

	Purpose	Presenter	Time
II. Standing Reports			4:23 PM
A. Mission Connection: Visit by Rigo 23, Robert King and Malik Rahim MWA participants in the visit by California artist and civil rights/social justice icons share their thoughts.		Alton B. Nelson Jr.	10 m
B. ASB Update	FYI	Jamauri Thomas	10 m
C. Deep Dive: Public Hearing on the LCAP Review the draft of the 2023-24 Local Control and Accountability Plan and gather feedback from the board and public. The final draft of the LCAP will be voted on at the June board meeting.	Discuss	Molly Moloney and Alton B. Nelson, Jr.	20 m
D. CEO/Interim Principal Report	Discuss	Alton B. Nelson Jr.	10 m
E. Q&A on Written Chief Operating Officer Report (COO) Board members will have an opportunity to ask questions about the contents of the written report.	Discuss	Elizabeth Martinez	5 m
F. Q&A on Written Finance Report (CFO) Board members will have an opportunity to ask questions about the contents of the written report.	Discuss	Wallace Wei	5 m
III. Non-Action Items			5:23 PM
A. Board/Advisory Committee Updates Board President's Annual Review of Personnel Files Advisory Committees updates (bold):	FYI	Alicia Klein, Esther Hugo	20 m
<ul style="list-style-type: none"> • Curriculum and Instruction Review: Key takeaways from the annual spring meeting will be reviewed. • Finance • Diversity, Equity and Inclusion • Audit • Culture and Climate 			

	Purpose	Presenter	Time
• WASC			

IV. Action Items 5:43 PM

A. Parent-Student/Guardian Handbook for 2023-24 Vote Carmen Velarde 2 m
 Approve the handbook for 2023-2024

B. MWA Staff Handbook for 2023-24 Vote Fe Campbell 2 m
 The annual review of the MWA Employee Handbook includes changes to meet new regulations, including but not limited FMLA terms, pay transparency, etc.

C. Making Waves Foundation School Lease Agreement 2023-24 Vote Hung Mai 2 m
 2023-24 School Lease Agreement

Note: Since Ms. Klein serves on both the Making Waves Academy and Making Waves Education Foundation Boards of Directors, she will recuse herself from the voting.

D. Carnegie Learning - Math Curriculum Vote Eric Becker 2 m
 After a lengthy process of search and research, the math content team identified a curriculum that would best meet the needs of our students, offered the best support and tools for implementation, and would allow for optimal teacher growth/development, the result was Carnegie Learning High School Solution Traditional. The estimated cost of digital text and consumables, along with a skills workbook for each student and professional development for all teachers for Carnegie Learning Math curriculum is \$35,780,26

V. Consent Action Items 5:51 PM

Combined Fiscal Impact: \$

A. Approval of Minutes Approve Minutes Alicia Klein

Board will vote to approve and accept the minutes of the:

- March 16, 2023 Board Meeting
- April 24, 2023 Curriculum and Instruction Advisory Committee Meeting
- April 26, 2023 Finance Advisory Committee Meeting

	Purpose	Presenter	Time
	Approve minutes for March Board Meeting on March 16, 2023		
B.	Change in the School Calendar for 2023-24	Vote	Elizabeth Martinez
	To align with the WCCUSD school calendar, propose to shift spring break to 4/1/24 through 4/5/24.		
C.	Teacher Credentialing: Education Code Local Assignment Option Framework	Vote	Fe Campbell
	Current law provides various ways for local governing boards to assign credentialed teachers to serve in subject-matter areas in grades K-12. Effective 2023-24 with Board approval, MWA proposes policy and procedure implementation to provide greater flexibility in credentialed teacher assignments at MWA. This will also include assignment monitoring in accordance with EC §44258.9 to minimize "misassignment" reported each year due to vacancies.		
D.	Speech Pathology Group	Vote	Karen Snider
	2023-24 Contract Renewal with SPG for Occupational Therapy (OT) and Physical Therapy (PT) services, and projected cost for additional Education Technician in 2022-23.		
E.	SolarWinds Service Desk Renewal	Vote	Damon Edwards
	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.		
F.	PowerSchool Renewal and Addendum	Vote	Damon Edwards
	PowerSchool is an online student information system used for grading, attendance, as well as housing student and staff demographic data.		
G.	BEI Maintenance Contract	Vote	Damon Edwards
H.	Vendor Invoice Review and Approval	Vote	Hung Mai
	Vendor invoices from March 2023.		
I.	CCCOE TIP MOU 2023-24	Vote	Fe Campbell

Purpose Presenter Time

This TIP MOU establishes a partnership between the Contra Costa County Office of Education (CCCOE) Teacher Induction Program and Making Waves Academy for the 2023-2024 school year.

VI. Day-of Presentation Slides (MWA Board: Do Not Read in Advance) 5:54 PM

- A.** Slides Presented at Board Meeting (Staff please do not link presentations here) FYI Molly Moloney
- B.** Documentos traducidos al español/Documents translated to Spanish FYI Alicia Klein

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 5:54 PM

- A.** Appreciations by the Board of Directors FYI Alicia Klein 10 m
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 / Promotion and Graduation FYI Alicia Klein

Remaining Board Meeting for AY2023-23

- June 15th, 2023, 10:30am-1:30pm

End-of-Year Events

	Purpose	Presenter	Time
	• US Graduation: June 8th, 6 - 7:30pm, MS Gym		
	• MS Promotion: June 9th, 5-6:30pm, MS Gym		

VIII. Closing Items

6:04 PM

A. Adjourn Meeting	Vote	Alicia Klein
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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 4th.pdf



ASB Board Report - May 4th, 2023

ASB Members: Yoltzin Wallace + Melanie Leon



Learn. Graduate. Give Back.

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

Successes

Successes

- **Pep Rally**

The Rally was very inclusive. There was multiple performances from Theater and Cheer.

Audience was more engaged and enthusiastic

- **Spring Festival**

Clubs made a decent amount of money

There was more variety of games, food, beverages, and homemade/DIY crafts

Surround sound made the event better

- **ASB Election Season**

A lot of interest in ASB this year

Challenges

Challenges

- **Spring Festival:**

The weather was no great for an outside gathering. Plan to have club fairs on warmer days.

No that many middle school students at the festival.

- **Pep Rally**

Ran out of time. Maybe will need to extend in the future

Priorities

Priorities

- **ASB Elections**
- **ASB Retreat**
- **Planning out future fundraising ideas**

Questions & Conversation



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Coversheet

Deep Dive: Public Hearing on the LCAP

Section: II. Standing Reports
Item: C. Deep Dive: Public Hearing on the LCAP
Purpose: Discuss
Submitted by: Molly Moloney
Related Material: LCAP Public Hearing- Summary for Board Packet May 2023.pdf
2023-24 LCAP draft for May 4 board public hearing.pdf

BACKGROUND:

This meeting serves as the public hearing for our 2023-24 Local Control and Accountability Plan (LCAP). The board and the public will be invited to share feedback on this LCAP draft. We will bring a finalized draft (incorporating any feedback, as relevant) to the June board meeting for the board to vote on to approve.



**2023-24 LCAP and Budget Overview for Parents
Public Hearing (Board Pre-read Packet)
Making Waves Academy
May 4, 2023**

OVERVIEW

Summary:

The 2023-24 LCAP marks the third 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. Revisions to this year's LCAP are generally programmatic revisions to respond to strengths and challenges experienced this year. We are presenting this draft of the 2023-24 LCAP at this Public Hearing to get feedback on the LCAP, and will present it (with any revisions) to the board again at the June board meeting, where we will be asking for you to vote to approve the 2023-24 LCAP.

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 2023-24 LCAP is the third 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 2022-23 school year, and revisions to metrics and actions for the LCAP for next school year (AY23-24).

The LCAP is particularly focused on the state funds received through the Local Control Funding Formula, including the supplemental and concentration grant funds related to the unduplicated number of students who are "low income," foster youth, and/or English learners. In addition, Making Waves Academy also integrates the requirements for the School Plan for Student Achievement (SPSA),

2023-24 LCAP Board Hearing, pre-read packet

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, another required component with a standard format. We are not able to add additional graphs to the official BOP, but we have included a graph in an appendix to this board packet report, which gives further details about the “local funds” portion of our overall budget, as this was a request from the board last year. (The “local funds” are predominantly from philanthropic contributions).

This May 4 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 2023-24 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 2023-24 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 2023-24 LCAP.

Guiding Question

- What feedback, refinements, or questions do you have related to 23-24 LCAP? (goals, metrics, actions, or expenditures?)

Key Components of our LCAP

The Making Waves Academy Local Control and Accountability Plan is organized around 8 goals, each of which is aligned to a corresponding state priority (basic conditions, state standards, parent involvement, pupil achievement, student engagement, school climate, course access, and other pupil outcomes). These goals were initially set at the start of this LCAP cycle in 2021, and last year in 2022 we refined the language of each of the goals. The 2023-24 LCAP continues this same goal language adopted last year.

MWA LCAP Goals:

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.

2023-24 LCAP Board Hearing, pre-read packet

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.

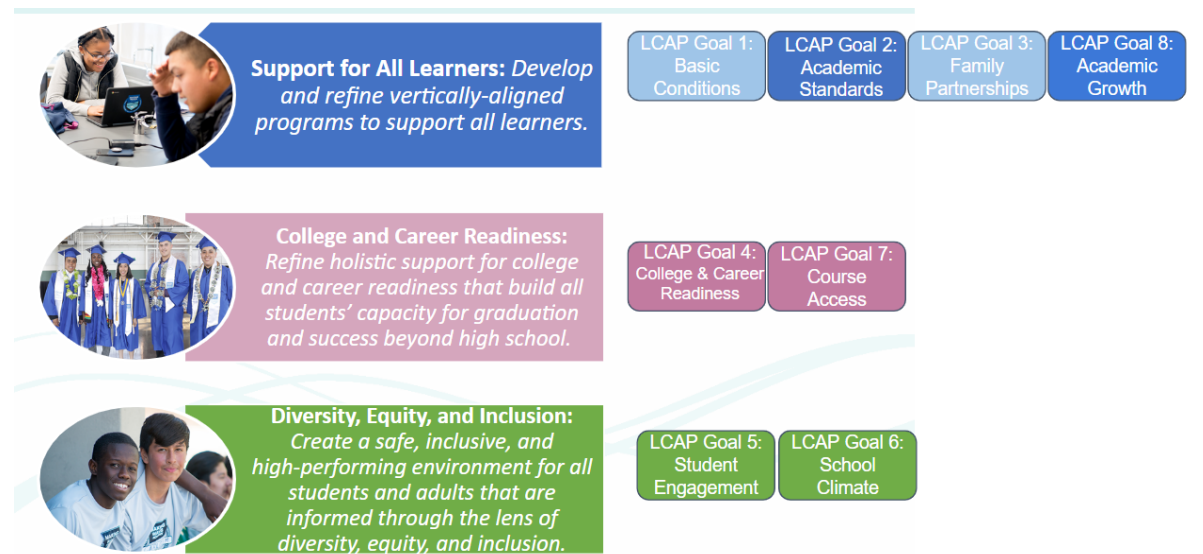
Goal 5: Student Engagement: Support student engagement, increased student attendance, and retention of students at Making Waves Academy from 5th grade through high school graduation.

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, 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.

In addition, each of our 8 LCAP goals is connected to one of our 3 WASC goals: Support for All Learners; College and Career Readiness; and Diversity, Equity and Inclusion.



2023-24 LCAP Board Hearing, pre-read packet

Engaging Educational Partners

We engaged with educational partners (parents, teachers, staff, administrators, students) throughout the year through 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 LCAP meetings: we met with our LCAP Advisory Group (parent advisory group) four times throughout the year, as well as had LCAP feedback sessions in March with staff/faculty, with ELAC, and with students (ASB). 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 in feedback that emerged from the educational partner engagement.

- **Curriculum:** A need for updated curriculum and/or additional support and training around using curricular materials.
- **Course Offerings:** Recommendations for more course options, especially electives and AP courses.
- **Student Engagement:** Requests for more support for clubs in the middle school, more field trip offerings, and more direct support for cultural celebrations at the school.
- **Parent/Family Involvement:** A desire among parents for more opportunities for involvement, volunteering, and leadership; recommendations to revive the “Parent Wave” role of previous years.
- **School Climate:** More consistency in responses to student behavior, and more examples of celebrations and positive incentives to motivate students.

Revisions and new elements in this year’s LCAP:

Programmatic Revisions/Additions

Based on educational partner feedback, and general reflections on the 2022-23 school year, we have made a number of revisions or additions to the 2023-24 LCAP, to address emerging needs at the school.

Goal 1	Action 1.3: This action now includes plans to adopt and implement new curricula in multiple subject areas.
Goal 2	Actions 2.2, 2.5, 2.6: These actions highlight support for curriculum implementation as a major focus of professional development and instructional coaching next year.
Goal 3	Actions 3.1 and 3.3: These actions now include a focus on volunteer opportunities and strengthening our commitment to revive the role of “Parent Wave Representatives.”
Goal 4	Action 4.3: This action now includes expanding AP course offerings (in 2023-24 and over the next 3

2023-24 LCAP Board Hearing, pre-read packet

	years)
Goal 5	Action 5.4: Added to this action is a plan to expand field trip opportunities in 2023-24
Goal 6	Actions 6.1, 6.4, 6.5, 6.7 and 5.1: These actions all reflect plans to strengthen and align our system of Multi-tiered support and services (MTSS), along with Positive Behavior Interventions and Supports (PBIS) more cohesively, so that many different “silos” of work at the school can be brought together into a more unified system, and so that this work is aligned to our educational goals in a sustainable way. Action 6.8: A new action to more directly support and fund cultural celebrations at the school next year.
Goal 7	Action 7.2: This action includes plans to continue expanding elective course offerings in the upper school.
Goal 8	Action 8.1: This action is revised to include the focus on curriculum alignment and implementation for 2023-24. Action 8.2: This action now distinguishes between middle school and upper school intervention plans and use of the ‘flex period.’

Additional Targeted Support and Improvement (ATSI)

This year, our LCAP also serves as our school plan for Additional Targeted Support and Improvement (ATSI). ATSI is a part of the accountability system for schools related to the Every Student Succeeds Act (ESSA). Schools are identified for ATSI based on results of their California Schools Dashboard, for student groups (student groups must be greater than 30 students for at least one indicator). In typical years, ATSI eligibility is based on California Schools Dashboard results for two consecutive years, but for this year only ATSI determinations were based on one year of Dashboard results (due to COVID-related suspensions of many metrics on the Dashboard in the previous 2 years). To qualify for Additional Targeted Support and Improvement (ATSI) a student group must meet one of the following criteria: All indicators for that group are at the lowest level; or All indicators for that group are at the lowest level, but one indicator at another status level. This year 6,209 schools in California (out of 9,943 total schools) qualified for ATSI for one or more groups, up dramatically from previous years (in 2020, 1,043 schools were eligible).

At Making Waves Academy for the 2022 dashboard, two of our student groups are eligible for ATSI: Black/African American students and students with disabilities. The ATSI plan can be incorporated into a school’s School Plan for Student Achievement (SPSA), or for single-school LEAs that fold their SPSA planning into the LCAP (as MWA does), the LCAP plan can serve as the ATSI plan. For this, schools need to work with educational partners in development of the plan, be informed by all state indicators (state priorities), include

2023-24 LCAP Board Hearing, pre-read packet

evidence-based interventions, and identify any resource inequities.

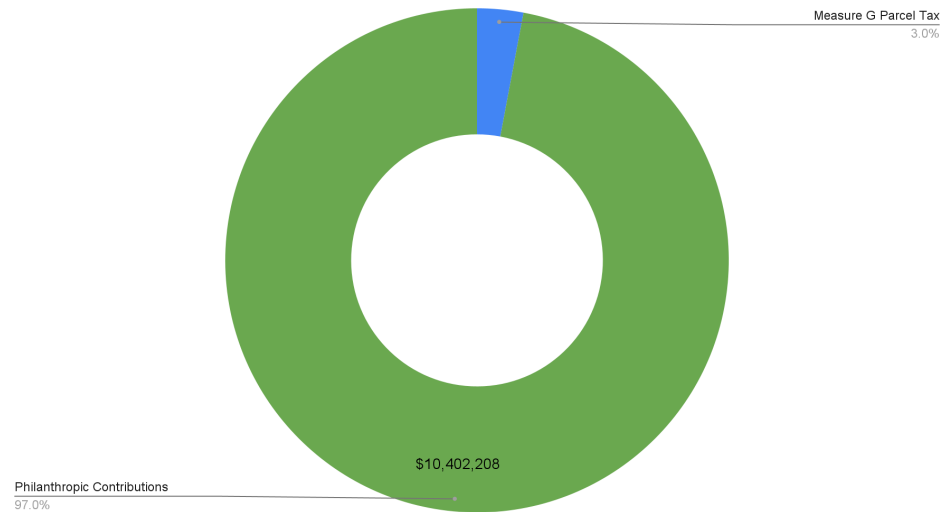
MWA’s LCAP team examined student data for these student groups, as well as all of our numerically significant student groups, as part of our needs assessment work. We used this data to help identify evidence-based strategies to respond to areas of need, connected to our academic indicators (e.g., CAASPP results), chronic absenteeism, and school climate (e.g., suspension rates). We also reviewed this data with our educational partners in our LCAP input and feedback sessions. For these indicators in our LCAP metrics, we are now disaggregating results by student group to allow us to monitor and track improvement in any disparities in the data by student group, which can be seen in the metrics for these indicators throughout the LCAP. We will continue to review these datapoints as part of our ongoing continuous improvement and progress monitoring efforts.

Appendix- Local Funds

In addition to the state LCFF funds, federal Title funds, and other state and federal funds, focused on in the LCAP, the “Budget Overview for Parents” at the beginning of the LCAP also includes “Other local funds,” which at Making Waves comprise a significant portion of our budget. Below is a general breakdown of the source of these local funds, included here as this was a request for clarity during last year’s LCAP process.

Local Funds- Source	Amount (2023-24 Projections)
Measure G Parcel Tax	\$317,400
Philanthropic Contributions	\$10,402,208
Total	\$10,719,608

Local Funds





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LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Making Waves Academy

CDS Code: 07100740114470

School Year: 2023-24

LEA contact information:

Alton B. Nelson, Jr.

Chief Executive Officer

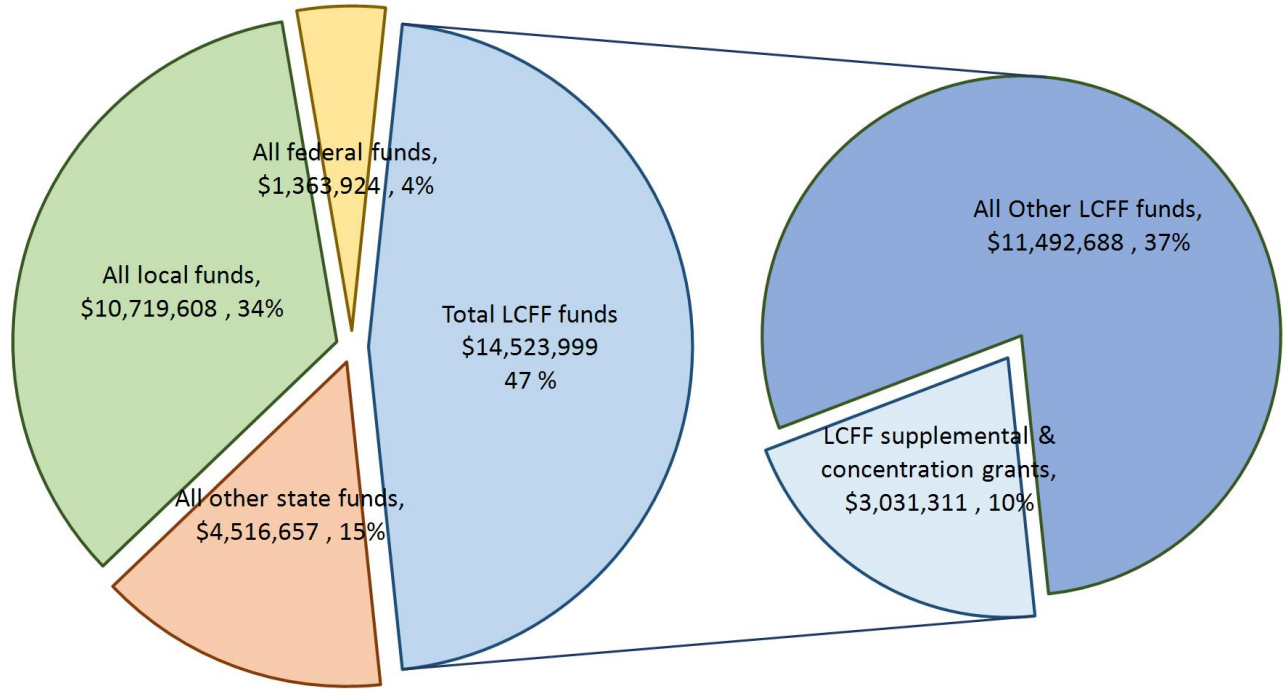
anelson@mwacademy.org

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 2023-24 School Year

Projected Revenue by Fund Source

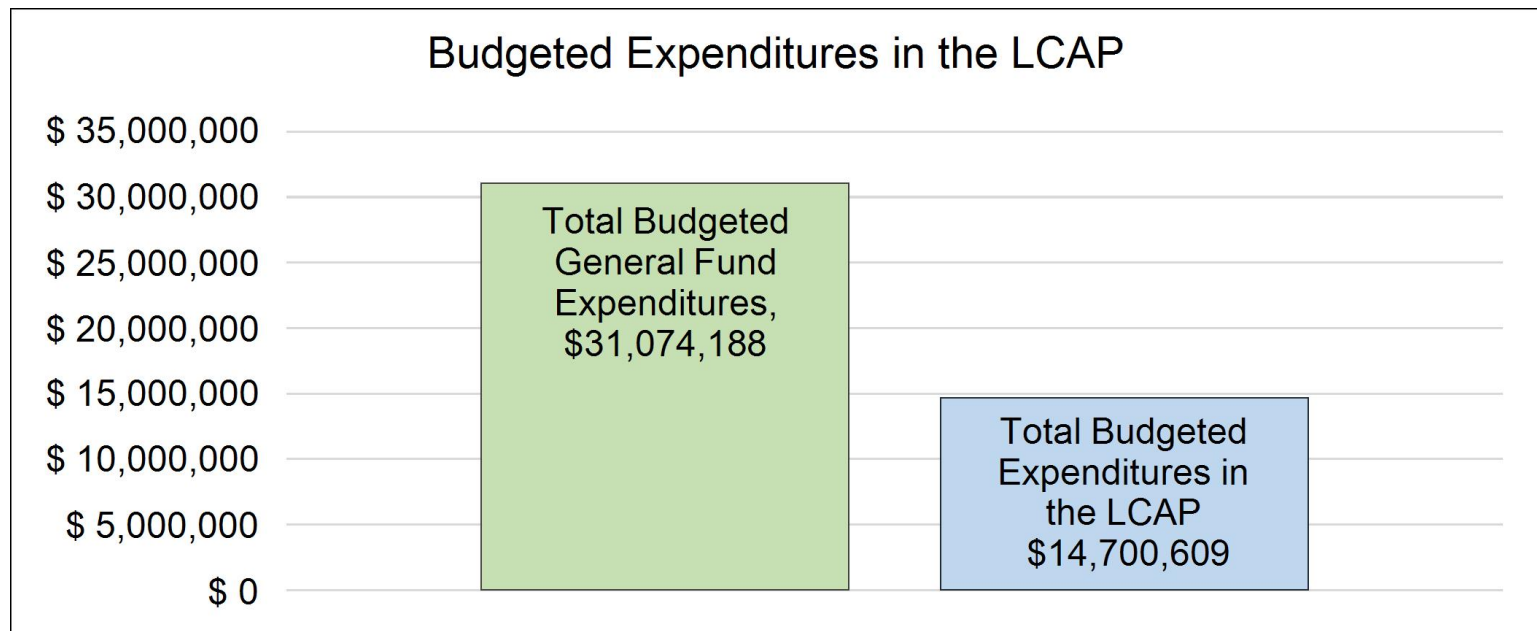


This chart shows the total general purpose revenue Making Waves Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Making Waves Academy is \$31,124,188, of which \$14,523,999 is Local Control Funding Formula (LCFF), \$4,516,657 is other state funds, \$10,719,608 is local funds, and \$1,363,924 is federal funds. Of the \$14,523,999 in LCFF Funds, \$3,031,311 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 2023-24. 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 \$31,074,188 for the 2023-24 school year. Of that amount, \$14,700,609 is tied to actions/services in the LCAP and \$16,373,579 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, some Operations, Student Food, Liability insurance, and some general instructional materials.

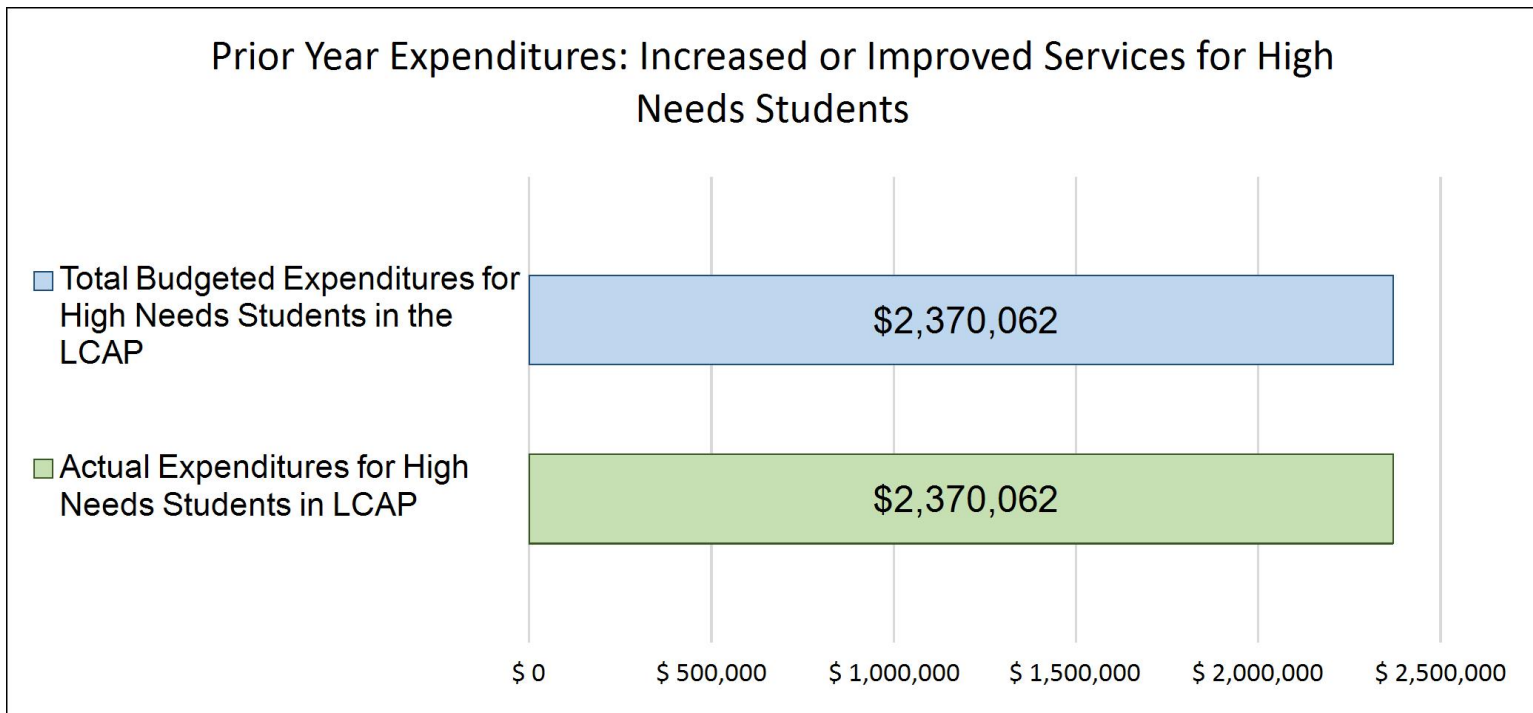
Projected local funds include \$317,400 from Measure G Parcel Tax, and \$10,402,208 from Philanthropic Contributions.

Increased or Improved Services for High Needs Students in the LCAP for the 2023-24 School Year

In 2023-24, Making Waves Academy is projecting it will receive \$3,031,311 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 \$3,031,311 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 2022-23



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 2022-23, 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 2022-23.



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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 [2023-24]

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), founded in 2007, is a 5th through 12th grade public charter school in Richmond, CA, authorized by the Contra Costa County Office of Education. The mission of MWA 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 aim is for all of our students to earn their high school diplomas and be eligible for college admission. While MWA celebrates the multiple college and career pathways our students (“Wave-Makers”) embark upon, historically, 90%-95% gain admission to college (around 70% or so to four-year colleges and about 20%-25% to community colleges). Our high school graduation requirements are aligned with California’s “a-g” required courses for college admissions criteria. To this end, we provide students and families with access to a variety of academic and holistic support services that include, art, athletics, parent education opportunities, social-emotional education and support, and college and early career counseling.

The student demographics of MWA include a majority (83%) of students qualifying for Free and Reduced Priced Meals (FRPM), majority “students of color”, a high percentage of incoming English Learners, and about 8%-10% of students identified to receive support for disabilities and learning differences.

MWA received its six year Western Association of Schools and Colleges (WASC) accreditation renewal beginning in fall of 2020, and completed our mid-cycle visit review in March 2023. Our primary goals in serving our students were formed through the WASC process, and approved by the MWA Board. Each of our 8 LCAP goals are aligned, under the broader umbrella of our 3 WASC goals. Our WASC goals are as follows:

1. Support for All Learners: Develop and refine vertically aligned programs to support all learners.
2. College and Career Readiness: Refine holistic support for college and career readiness that builds all students capacity for graduation and success beyond high school.
3. Diversity, Equity and Inclusion: Create a safe, inclusive and high performing environment for all students and adults that are informed through the lens of diversity, equity and inclusion.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

Coming out of the pandemic, we recognized a need to help our students adjust to the “new normal” of returning to in-person learning. Students were balancing their desire to be around their peers with coping with personal losses suffered during the pandemic (e.g. family deaths, homelessness, etc.). We understood it would be a challenge to get students back on track with the routines and expectations of school so we tried to balance being supportive while also seeking to create an environment of high expectations and accountability.

On the California School Dashboard (released December 2022, with data from 2021-22 school year), we see that 49.8% of our English Learner students made progress, using the ELPI indicator. Our previous ELPI rate was 44.8% in 2019, demonstrating that this is an area we have grown in, compared to pre-COVID results. This result is also just shy of the overall state average for 2022, which was 50.3%, and led to our ranking of “medium” on the dashboard for this metric. This data indicates that we are making progress with supporting English learner students, although there is certainly still room for improvement and growth.

The other California School Dashboard state indicator for which we received a “medium” ranking was for graduation rate. Our dashboard graduation rate of 87.4% was exactly equal to that of the state overall graduation rate (87.4%). Although this is an area of relative strength on our dashboard, it does represent a decrease compared to pre-covid numbers.

One area of continued success for Making Waves Academy continues to be our students’ post-secondary outcomes, and particularly their college admissions and college-going rates. Among our 2022 graduates, 85% enrolled in college (64% at a 4-year college), well above state, county, or local district averages. In 2021, 81 MWA students applied to a California State University, and all 81 of those students were admitted to one of the CSUs. In 2022, 100% of students who applied to a University of California campus (54 out of 54) were admitted to one (or more) UC campuses.

In student academic achievement, using the CAASPP/SBAC assessment, we see some successes when we disaggregate the data by grade level. Our 11th graders in 2022 scored comparably to the state averages in math (25% proficient at MWA 11th vs. 27% statewide 11th) and our 11th graders scored well above the state average for ELA (73% were proficient at MWA, compared to 54% statewide). (Proficiency here is defined as scoring a 3 or 4, meeting or exceeding standards on the assessment). These 11th grade MWA proficiency rates for ELA were above those of all traditional and charter public schools in WCCUSD.

Other successes include re-orienting our leadership structure, upon reflection after the 2021-22 school year that would provide a more clear structure moving forward for faculty to receive support and be more directly accessible. We plan to build on our successes by deepening our attention to classroom instruction and school culture by providing more direct support and training to classroom teachers and providing more opportunities for culture building among students.

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.

At a high level, in reviewing the Dashboard and local data we note that the following areas need to be strengthened and further supported - 1) stronger academic outcomes in earlier grades at MWA (e.g. starting in 5th and 6th grades) to contribute to overall stronger outcomes throughout the school, 2) make sure teachers are utilizing standards-aligned curriculum consistently and with proper pacing, 3) training teachers on how to incorporate more restorative practices in their classrooms to help mitigate the escalation of incidents that could lead to suspensions, and 4) developing a more robust system to follow-up with chronically absent students and families.

As part of our continuing improvement processes, we conduct needs assessment analysis, reviewing data and identifying needs in collaboration with our educational partners. This needs assessment work drives our LCAP work, including our plan for Additional Targeted Support and Improvement (ATSI), which is embedded in our LCAP.

We are able to identify a number of significant areas of need using the California Schools Dashboard data. 3 areas were in the lowest performance category on the 2022 Dashboard: Chronic Absenteeism, Suspension Rate, and Mathematics. 2 groups were identified for Additional Targeted Support and Improvement (ATSI): Black/African American students and students with disabilities (e.g., IEPs)

Our chronic absenteeism rate on the 2022 Dashboard (which only reports K-8 absenteeism data) was 63.7% (or 57.2% if the upper school is factored in). Chronic absenteeism is defined as missing 10% or more of the school year (18 days), and does not distinguish between excused and unexcused absences. These rates were significantly higher than we have seen in any previous years and also much higher than the state average. In 2021-22 Making Waves had a very strong COVID testing and COVID quarantine policy. These policies helped keep our students and staff safe, but they also contributed to our chronic absenteeism rate, with grade-wide and division-wide quarantines contributing to these results. However, we also saw a rise in unexcused absences and truancy during this period, so while quarantines played a significant role, it was not the whole story. In 2022-23 school year we have seen significant improvement in our chronic absenteeism numbers– as of April 2023, our current rate is 26.5%. This is less than half of what we saw at the same time the previous year, but is also much higher than we would like for it to be. Looking at student subgroups, we see that all of our key student groups (Black/African American students, Latinx/Hispanic students, students with disabilities, English learners, and socioeconomically disadvantaged students) had chronic absenteeism in the “very high” performance level on the 2022 Dashboard. Black/African American students had the highest rates in 2021-22 at 69%, and while absenteeism for this and all student groups have decreased this year, we still see disproportionately higher rates of

chronic absenteeism among this group of students in 2022-23. Chronic absenteeism and our plans to respond to this identified need using evidence-based actions is addressed in our LCAP Goal 5 (student engagement).

Our suspension rate on the 2022 dashboard was 9.8%, meaning that 9.8% of our students were suspended at least once. Coming back from distance learning, we saw an increase in maladaptive and dysregulated behaviors, including a significant increase in infractions that qualify for suspension. Suspension rates varied by student group, with students with disabilities (7.4%) and Latinx/Hispanic students (7.8%) having “high” suspension numbers, and English Learner (8.5%), socioeconomically disadvantaged (10.1%) and Black/African American students (27.8%) in the “very high” suspension level. Although we do not yet have final numbers for 2022-23 school year, our overall suspension rate appears to be comparable to that of 2021-22. We address our plans and evidence-based actions to improve school climate, for which suspensions is one of our key metrics, in Goal 6 (school climate).

MWA’s student achievement results for math have been an area for growth for a number of years, and this trend continued with the 2022 Dashboard data. Our overall “Distance from Standard” (DFS) was -99.4 (in other words, on average 99.4 points below the level required to be considered “standards met” or proficient). All of our key student groups were in the “very low” performance category, though the specific scores varied by student group (-98.6 DFS for Latinx/Hispanic students, -100.2 DFS for socioeconomically disadvantaged students, -118.2 DFS for Black/African American students, -122 DFS for English learner students, and -169 DFS for students with disabilities). When we use the metric of “percent of students who were proficient” (“met” or “exceeded standard”), we see that 14% of Latinx students were proficient, 15% of Black/African American students, 3% of English Learners, 2% of Students with Disabilities, and 15% of economically disadvantaged students were proficient. We address our plans for evidence-based actions to improvement in our math results primarily in Goal 2 (academic standards) and Goal 8 (academic growth).

As part of our needs assessment, we also worked to identify any resource inequities, and particularly ones related to the student groups identified for Additional Targeted Support and Improvement (ATSI), Black/African American students, and students with disabilities. We budgeted and spent significantly more resources on students with disabilities compared to other students due to the identified needs and also the performance gap, as well as the maintenance of efforts (MOE) requirement. In the fiscal year 2022-23, we budgeted and spent about \$2M more on extra aides, one-on-one assistance, as well as various other targeted support via contracted services for students with disabilities or special needs. We did not identify any resource inequities by racial/ethnic group. Since more than 90% of our student population are ethnic minorities (Latinx/Hispanic and African American are our 2 largest groups), and most of these students face similar challenges as evidenced by the dashboard and local data, we do not discriminate our spending based on a specific ethnic group a student falls into.

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. This allows us to meet the ESSA Requirements in alignment with the LCAP and other federal, state, and local programs. 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. MWA was identified for Additional Targeted Support and Improvement (ATSI) for 2 of our student groups (Black/African American students and students with disabilities) based on our 2022 California Schools Dashboard results. Because we fold our SPSA into our LCAP, we likewise are folding our ATSI plan into our overall LCAP plan, so that we have one overall planning document guiding our work.

As part of our LCAP work, we conducted a needs assessment, including analysis of our state and local data, to look for successes, challenges, and areas for improvement. In our needs assessment we disaggregated data for specific student groups, including English Learners, Low Income students, Students with Disabilities, and by race/ethnicity (including our two largest groups: Black/African American and Hispanic/Latinx) (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. We will monitor LCAP (and ATSI) implementation and progress through reviewing measurable outcomes on each of our LCAP metrics, as well as using additional internal data (e.g., interim and diagnostic assessment data), including looking specifically at the data and needs of significant student subgroups (Latinx, Black/African American, English Learners, Students with Disabilities, and Low-Income students). We will involve parents, students, teachers, administrators, and other staff in this ongoing monitoring and evaluation process. This student achievement data and student demographic data will be used as a basis for making decisions about the use of state LCFF funds and supplemental federal funds and the development of policies on basic core services.

Our 8 LCAP goals are directly aligned with the 8 state priorities.

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: College and Career Readiness: Support student achievement so that each learner can make progress toward 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 achieve growth in academic student outcomes.

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, low-income families, and families of students with disabilities), 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 throughout the school year to provide opportunities for community members to share input on successes, challenges, and needs. These included Saturday Parent Meetings, a series of Board of Directors listening sessions with faculty/staff and families, and parent and student surveys. 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.

This year our LCAP engagement efforts were conducted primarily through our LCAP Advisory Group, a group made up predominantly of parents, including parents of English Learners, low-income students, and students with disabilities. We held an LCAP Orientation on October 5, had presentations and input discussions related to our LCAP goals on December 1, 2022 and February 1, 2023, and an LCAP Town Hall gathering feedback on LCAP drafts on March 23, 2023. In addition, we gathered LCAP feedback from our English Learner Advisory Committee (ELAC) (March 28), from student leaders (March 27), and from faculty and staff (March 17). We also consulted with our SELPA (Special Education Local Plan Area) partners on April 12. Finally, we present the LCAP draft at a public hearing at our Board Meeting on May 4, 2023. Prior to the board public hearing, we posted the LCAP draft on our school website and at our front office to invite opportunities for additional community feedback.

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. We looked at overall data for the school as well as for targeted student groups— English Learners, low income students, students with disabilities, and by race/ethnicity (Latinx/Hispanic and Black/African American, are two largest groups). This allowed us to involve our educational partners in our needs assessment work, for our traditional LCAP unduplicated student groups as well as the student groups identified for Additional Targeted Support and Improvement (ATSI). 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, related to academic outcomes and to school climate or student engagement. Throughout our engagement efforts with our educational partners, we heard that overall things at MWA in 2022-23 feel “better” than in 2021-22 school year (safer, more supportive, stronger systems, more

cohesive). Partners also identified many areas in which they'd like to see further improvement, and shared many suggestions for actions we should take.

Related to academic outcomes, one common area of feedback from teachers (and to a lesser degree parents and students) was related to curriculum. There were calls for acquiring updated curriculum in subjects where current textbooks are out of date, for providing more onboarding for new teachers around curriculum and around new curriculum adoptions, and for providing ongoing curricular training for experienced teachers. Educational partners also called for greater support (including curricular resources) for AP classes, ELD, and intervention/flex classes, as well as expanded options for AP classes and/or electives. Across educational partner groups, there were calls for more support for struggling students, including continued improvement to our intervention/flex block, as well as calls to resume GATE programming for gifted and talented students. Another common suggestion to emerge (from parents and students) was to provide more parent and student education about college options, the college application process, and overall building of college knowledge starting in younger grades at MWA (5th-10th grades), in addition to the already strong work happening in 11th and 12th.

School climate and student engagement themes also emerged. One of the areas of most consistent feedback from parents is the need to continue improving our communication and partnerships with families. Parents asked for more leadership and volunteer opportunities, including a return to "Parent Wave Representatives," as well as opportunities for more casual events, such as family picnics or "coffee with the principal." Families also expressed a desire for more direct communication and updates from their students' teachers. Educational partners also called for an expanded support for student activities in the middle school, more frequent field trips (which had become less routine post-covid), as well as more direct support for cultural celebration events. We also received feedback about the importance of supporting greater consistency and alignment in responses to student behavior, both in terms of tightening up and aligning consequences, and in terms of having consistent celebrations and incentives for students making great choices and outcomes.

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 2023-24 LCAP.

Curriculum and Instruction: Action 1.3 (Curriculum review and adoption) now includes our plans to adopt and implement new curriculum in multiple subject areas, so that we have up to date and aligned curriculum for faculty and students to use. Actions 2.2 (ELD Professional Development), 2.5 (Instructional Coaching and Professional Development), and 2.6 [Math PD and Coaching] now reflect that a major focus of our professional development work in 2023-24 will be around curriculum planning and implementation. All of these are growing out of the input we have received from our educational partners around the need to grow and align in our curriculum offerings and trainings. We have also added in a plan to expand our AP course offerings over the next few years, starting in 2023-24, in Action 4.3 (AP Exam).

Parent Involvement and Engagement: We have revised Actions 3.1 (Participation and input opportunities) and 3.3 (Parent leadership and support) to include more parent opportunities for volunteering and strengthen our commitment to revive the practice of having Parent Wave Representatives, restructured into a more inclusive model. This was in response to consistent feedback from parents about the need for this.

Student Engagement: In our student activities action (Action 5.4) we have added a plan to expand field trip opportunities in 2023-24. Field trips largely stopped in the early years of COVID and have only partially returned since then. A desire to offer more field trips was a frequent recommendation of educational partners, especially students but also parents and teachers. We have also added in a new action (Action 6.8, Cultural Celebrations) to reflect a new commitment to support and fund cultural celebration events, some of which have traditionally been funded through student fundraising.

School Climate: Many of the actions throughout goal 6 have been revised to reflect the plans for a more robust and aligned PBIS (Positive Behavioral Interventions and Supports) and MTSS (Multi-tiered Systems and Supports) plan. (Actions 6.1, 6.4, 6.5, and 6.7) These plans include a more systematic Student Study Team (SST) process, incorporating academic, behavioral, and socioemotional interventions and supports, extensive training for campus supervisors, deans and other staff around deescalation strategies and restorative practices, and a shift in the organization of our social work services into a more sustainable, school-based social worker model. All of these plans are in response to the educational partner feedback about the need for more consistent and systematic responses to behavior, more celebrations and incentives, and improved school safety.

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).	100% of students have access to standards-aligned curriculum and materials in all subjects (2022 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)	82% in 2022-23 (internal data)		100% of teachers appropriately assigned and making adequate progress towards their credential pathway.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>Original: Schedule for routine maintenance of key structural, equipment, appliance and operational elements of the facility.</p> <p>Revised: Results of annual Facility Inspection Tool (FIT)</p>	<p>Original: Our systems and approach is being implemented.</p> <p>Revised: All facilities systems rated “Good”; overall rating of “Exemplary.” (2020 FIT)</p>	<p>All facilities systems rated “Good”; overall rating of “Exemplary.” (2021 FIT, reported in SARC)</p>	<p>6 facilities systems rated "Good" and 2 rated "Fair"; overall rating of "Good" (2022 FIT)</p>		<p>Original: Buildings remain in good repair.</p> <p>Revised: Maintain all facilities systems rated "Good"; overall rating of "Exemplary" on FIT.</p>
Teacher retention rate	Retention rate from 2020-21 to 2021-22 school year was 74%	n/a (first year of implementation of this metric)	Retention rate from 2021-22 to 2022-23 school year was 58%		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. 	\$64,425.00	No

Action #	Title	Description	Total Funds	Contributing
		<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 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.</p>		
1.2	Facilities conditions and review plan	<p>Maintain excellent facilities. Create and implement a Facilities Review Plan addressing:</p> <ol style="list-style-type: none"> 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. 	\$2,804,483.00	No
1.3	Review and adopt curriculum	<ol style="list-style-type: none"> 1. Follow the Annual Curriculum Review & Adoption Plan and work with the board Curriculum and Instruction Review Advisory Committee. 2. Adopt and implement new curricula in departments where curriculum options are out-dated or were not fully aligned (e.g., upper school math and science, middle school science, 5th grade ELA). 3. Develop a rubric to evaluate current and future curriculum for academic rigor, cultural relevance, and student outcomes. 	\$182,160.00	Yes
1.4	Teacher residents and teacher induction	<p>Build out our pipeline of diverse mission-aligned, fully-credentialed teachers who reflect the cultural diversity of our Wave-Makers, through:</p>	\$411,038.00	No

Action #	Title	Description	Total Funds	Contributing
		<p>1. Teacher Residency Program: Continue partnership with Alder GSE to refine the essential elements of our teacher residency program. All Residents commit to a 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> <p>3. Future teacher pipeline: We will host 1-2 events to expose high school and college students interested in the teaching profession to learn more about it.</p>		

Goal Analysis [2022-23]

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.

Overall, the actions designed to support achievement of the goal were implemented as planned. Late resignations right before the school year started and mid-year resignations had an effect on the number of credentialed teachers. Successes with implementation include a tighter system to address and support teacher interns and those needing to address their credential status (Actions 1.1 and 1.4). Successes also included an audit of curricular materials to identify gaps of access (Action 1.3) as well as progress on the hiring of leadership and service

providers to help address facilities - both repairs and routine maintenance work (Action 1.2). Enrichment courses in the middle school continued in the core day (Action 1.5), although we faced some staffing challenges with some subjects. Overall, challenges with implementation include capacity in the form of a shortage of experienced, fully credentialed teachers for some classes.

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 credential process (Action 1.1), facilities condition and review plan (Action 1.2), review & adopt curriculum (Action 1.3), and teacher residents and teacher induction (Action 1.4) all showed some success as evidenced by:

- 1.1. HR reviewed and supported 100% of teachers towards documenting or working towards appropriate credentialing.
- 1.2 MWA earned a positive outcome in its facilities walk-through (FIT tool metric), although there was a decline in the score from the previous year. Mid-way through the year, we shifted in our approach to facilities maintenance with our landlord and expect to see improvement on this metric going forward.
- 1.3 The Assistant Principals reviewed curricular materials school-wide and ordered materials where needed and identified areas in need of updates, alignment, or new adoptions.
- 1.4 MWA continues to successfully support teachers with teacher induction and with Alder residence program, having multiple teachers move successfully through both programs this year.
- 1.5 We have continued offering enrichment courses (technology, music, art) in the core day in all middle school grades, although our approach to enrichment courses in the afterschool program is going through some changes with the shift from ASES to ELO-P structures.

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.

The school is not making any changes to the planned goal, metrics, or desired outcomes for the coming year based on the reflections on prior practice. The school removed action 1.5 (Enrichment Curricular Programs) to reflect priorities for 2023-24. Given our academic performance on the CA State Dashboard and SBAC assessment data, we aim to utilize our Extended Learning Opportunity grant and programming as well as some adjustments to our daily schedule to continue to offer some enrichment opportunities but to really provide extended time to focus on instruction and foundational skill development in the middle school grades. We updated action 1.3 (Review and adopt curriculum) to highlight work that will be happening in 2023-24 to adopt new curricula in different departments. (See also Goal 2 for professional development plans to support this work). There were no other changes to metrics/actions/goals.

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, history-social science standards and framework, and utilizing evidence-based strategies for teaching and learning. 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 gaining 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% 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>100% of the Semester 1 Professional Development plan was implemented with fidelity (2022-23).</p> <p>100% of progress monitoring system for English Language Development implemented (2022-23).</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</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	100% or more of the progress monitoring system for English Language Development is implemented.				proficient instruction and support.
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)	49.8% (2022 ELPI)		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).	36% of Wave 22 ELs reclassified by the end of 8th grade (2020-2021). 9% of MWA English Learners (all grades) reclassified (2020-21).	19% of Wave 23 ELs reclassified by the end of 8th grade (2021-22) [internal numbers] 11% of all MWA English Learners (all grades) reclassified in 2021-22		Original: 80% reclassification rate by 8th grade 20% annual reclassification rate (all grades) Revised: 65% of ELs reclassified by 8th grade.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	13% of MWA English Learners (all grades) reclassified (2019-20).				20% annual reclassification rate (all grades)
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)	55% of teachers surveyed agreed or strongly agreed that this year's MWA Professional Development has directly impacted their classroom instruction or learning environment. (2022-23)		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)	All math teachers are observed and receive coaching from an instructional leader. All math teachers participate in regular weekly professional development and/or professional learning community. Not all math teachers have received targeted professional development in mathematics yet. (2022-23)		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	Review English Learner summative and/or formative assessment data at least three times per year with ELD teachers and staff, in order to monitor progress toward goals. Share assessment data and reclassification criteria with students to enable them to set goals.	\$18,150.00	Yes
2.2	ELD Professional Development	<ol style="list-style-type: none"> 1. Provide ongoing professional development around implementation of curriculum for Designated ELD courses. 2. Share best-practices in integrated and designated ELD standards and strategies through presentations to the faculty throughout the year. 3. Conduct observations or walkthroughs of all designated ELD courses using an observation tool and provide feedback to teachers. 	\$13,613.00	Yes
2.3	English Learner Program	<ol style="list-style-type: none"> 1. The EL Coordinator works in conjunction with the Intervention Services Coordinator to ensure all ELs are placed in designated ELD courses. 2. Provide standards-aligned curricular materials for designated ELD courses. 3. Include implementation of integrated ELD practices in curricular supports, observations, and/or planning across subject areas. 4. 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. 	\$64,630.00	Yes
2.4	English Learner Reclassification	<ol style="list-style-type: none"> 1. Create a “guaranteed and viable” ELPAC testing schedule. 2. Support EL students and families with understanding the criteria for reclassification as well as their individual student(s) reclassification plan. 	\$18,150.00	Yes

Action #	Title	Description	Total Funds	Contributing
		3. Create milestones throughout the school year that act as indicators of progress towards meeting and exceeding annual growth targets. 4. Present updates to parents, ELAC, MWA Board, and CEO. 5. Monitor reclassified students' progress for at least 4 years after reclassification and provide appropriate supports as needed.		
2.5	Instructional Coaching and Professional Development	1. Professional development calendar will include sessions designed to deepen teachers' understanding of their grade-level standards and curriculum. Curriculum development and training will continue throughout the school year. 2. Professional development calendar will include data analysis related to student mastery and growth. 3. Plan, schedule, and implement a regular (weekly, bi-weekly or monthly) cadence of observation of and feedback to teachers, using a normed observation tool.	\$363,183.00	Yes
2.6	Math PD and Coaching	1. In middle and upper school, we are planning to partner with curricula providers to train our staff throughout the school year. 2. There will also be data analysis cycles that use formative data and universal screeners to set and track goals throughout the school year.	\$70,877.00	Yes

Goal Analysis [2022-23]

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.

Overall, the actions designed to support achievement of the goal were implemented as planned. Successes with implementation include working with students in ELD classes on goal-setting at the start of the year (Action 2.1), expanded ELD professional development and coaching for teachers focused on integrated and designated ELD practices (Actions 2.2 and 2.3, and 2.4), implementation of consistent

coaching and observation/feedback schedules for faculty (Action 2.5) and professional development for ELA and math teachers around formative/interim assessment data (Action 2.6).

One area of challenges has been fully implementing content-specific professional development for math teachers (Action 2.6), an area for growth for 2023-24.

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.

Actions 2.1-2.4: The English Learner/ELD actions have been successful as evidenced by the growth in our English Learner Progress Indicator (ELPI) metric, which has improved compared to our last pre-covid numbers (44.8% in 2019 vs. 49.8% in 2022), and reclassification numbers (12% in 2021-22) that have increased since 2020-21 (9%) and are on track this year for approaching our 2019-20 overall rate (13%). However, we would like to better support more of our students to reclassify by the end of 8th grade.

Actions 2.5 and 2.6: We see effectiveness in our professional development actions (Actions 2.5 and 2.6) as reflected in growth in our teacher satisfaction with professional development metric (from 42% to 55% seeing an impact). Overall we have seen more consistent instructional coaching (observation and feedback) than we were able to provide in the past two years. The effectiveness of this PD and coaching (in general and for math in particular) will also be assessed by looking at our summative testing results, due out this summer, in which we are hoping to see growth as well (these metrics, with previous year's data, are found in Goal 8).

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.

The school is not making any major substantive changes to the planned goal, metrics, or desired outcomes for the coming year based on the reflections on prior practice. Our overall action areas remain the same, however we have made some changes to our action descriptions to streamline the actions and reflect some new areas of emphasis for next year.

Action 2.1: The 2023-24 focus for ELD data analysis and success metrics, will focus on use of formative data and regular (3-4 times a year) data updates.

Actions 2.2 and 2.3,: The 2023-24 focus in ELD Professional Development and our EL Program overall, will be around curriculum implementation for designated ELD and building best practices in integrated ELD.

Actions 2.5 and 2.6: Our emphasis in the areas of professional development and coaching for 2023-24 will be around: building knowledge and teacher capacity around curriculum and standards, pairing this with analysis of student work/data, and following-up with regular observation and feedback, using a normed tool. In addition, the action title for 2.5 was changed to “Instructional Coaching and Professional Development” to reflect our commitment to deepen our work in both of these areas, which we see as interconnected. Finally, our math PD and coaching focus (Action 2.6) will be around providing curricular training and regular data analysis cycles. This work will enable us to support teachers in implementing evidence-based practices and interventions in their classrooms. This should support growth in mastering academic standards for all of our students, including the LCFF student groups (English Learners, low income students, and foster youth) and the student groups identified for ATSI (Black/African American students 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.

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-standing tradition at Making Waves Academy, pre-COVID. We 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 new parent communication tool, and looking for additional parent engagement and leadership opportunities.

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.	We had a return to some on-campus parent events starting in October (Saturday parent meetings, Advisory-family conferences), as well as opportunities for parent volunteering on campus. Initial turn-out was low (especially compared to pre-covid), but		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
			represents a good start. Some other events remained virtual (on zoom), to give a variety of options.		participation in family engagement events.
Parent Climate Survey data	68% of parents agreed that MWA is responsive to their concerns. 70% of parents expressed satisfaction with opportunities for parent participation and input. (May 2022 Parent School Climate Survey)	n/a (first year of implementation of this metric)	83% of parents agreed that MWA is responsive to their concerns. 78% of parents surveyed expressed satisfaction with opportunities for parent participation. (March 2023 Parent School Climate Survey)		80% of parents feel MWA is responsive to their concerns and express satisfaction with opportunities for parent participation and input

Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Participation and input opportunities	1. Refine and develop a plan for family workshops. Survey parents for workshop interest. Confirm dates in master calendar and market to families. 2. Provide opportunities for parents to engage in organizing and facilitating school events and volunteering, including on-campus events if health and safety conditions permit.	\$80,118.00	No

Action #	Title	Description	Total Funds	Contributing
		3. Conduct family feedback surveys and/or town halls at least once per semester.		
3.2	Family engagement	In collaboration with the Principal and CEO, the Assistant Principals will lead and support family engagement efforts for their divisions (middle school and upper school). This will make it easier for parents to know who to go to with questions, concerns, and requests for support.	\$49,140.00	No
3.3	Parent leadership & support	<p>1. Invite parents to serve as Parent Wave Representatives to better support communication among parents regarding important school events and parent education workshops.</p> <p>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); Other affinity space opportunities for parents.</p> <p>3. Identify some leadership and engagement training opportunities for parents and parent leaders.</p>	\$10,000.00	No
3.4	School-Home communication tool	Identify and adopt a new parent communication tool (as Bloomz was found to have issues) to support more opportunities for various staff to communicate directly with parents.	\$6,900.00	No
3.5	Translation	Provide translation and interpretation services for parent-advisor conferences, family meetings and documents that require translation or interpretation.	\$30,000.00	Yes

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2022-23]

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.

Overall, the actions designed to support achievement of the goal were implemented as planned, except for some elements of 22-23 Action 3.4 (Parent Leadership), which was not fully implemented this year. We consistently held LCAP Advisory Group meetings and ELAC meetings, along with a variety of parent workshops throughout the year. However, we have not yet resumed Parent Wave representatives or the Black/African American Parent Advisory Committee, and plan to revitalize these in 2023-24.

Successes with implementation of actions include:

Action 3.1: We had a return to some in-person parent engagement events this year, for the first time since the start of the pandemic.

Action 3.2: Assistant Principals have led parent meetings or workshops multiple times this year.

Action 3.3: We used a variety of channels (Bloomz, ATM phone messages, physical mailings) to reach out to parents and market events.

Action 3.4: Our English Learner Advisory Committee has continued to meet regularly with involvement of many families of English learner students. We have also had consistent LCAP Advisory Group meetings throughout the year, allowing us to get greater input from families around LCAP goals, metrics, and actions at an earlier stage in the process. Other Advisory committees have not been established or meeting regularly, however, and Parent Wave Representatives were not relaunched this year. However, there is a commitment to relaunch them, in a slightly restructured, inclusive format, in 2023-24.

Action 3.5: The roll-out of Bloomz as a parent-school communication tool has allowed for more streamlined processes for reaching out to families. We will be moving to a different online parent communication tool to replace Bloomz next school year for 2023-24.

Action 3.6 All staff have access to interpretation/translation services, to translate documents and provide interpretation for phone calls, meetings, and events.

(Action numbers in this discussion reflect the 2022-23 actions, which have been slightly renumbered in 2023-24, due to combining some overlapping actions).

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.

Our actions in the areas of parent engagement and involvement have had some successes this year. We have had a return to some in-person family events, such as Saturday parent meetings and in-person Advisor-Family conferences, as well as continuing some online engagement opportunities (multiple workshops for families, ELAC and LCAP advisory groups) (Action 3.1, 3.2, 3.3, and 3.4). We have also had success with communicating with parents using the Bloomz tool (22-23 Action 3.5) and providing translation or interpretation services (22-23 Action 3.6). All of these support our parent event attendance metrics and also may contribute to the increased number of parents expressing satisfaction with opportunities for involvement in our parent survey results.

We know, however, that we still have a need for improvement in this area. Some planned actions (e.g., resuming Parent Wave representatives) did not occur this year, and we have recommitted to this for next year. Educational partners (especially parents/families) request more communication, more opportunities for participation, leadership, or volunteering.

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.

The school is not making any changes to the planned goal, metrics, or desired outcomes for the coming year based on the reflections on prior practice. The school did modify a number of the actions in this goal. Action 3.1 (Participation and Input Opportunities) now also includes volunteering as a type of parent participation we want to focus on supporting in 2023-24. We deleted the 2022-23 Action 3 (Family Engagement Marketing) as that work can be folded into the other actions in this goal (e.g., Action 3.2 family engagement). 2023-24 Action 3.3, Parent Leadership and Support, focuses our work in this area around: returning to Parent Wave Representatives in an opt-in structure, working with key parent advisory groups, and providing parent training, including potentially leadership trainings. Action 3.4 is updated to reflect that the school will have a parent-school communication tool in 2023-24, but that we are moving away from the previously adopted Bloomz tool due to some technical limitations. All of these changes grew out of reflections on current practices and feedback from our educational partners, in particular our parent/family partners.

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	College and Career Readiness: Support student achievement so that each learner can make progress toward 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)	4-year adjusted cohort graduation rate: 86.6% (2021-22) 5-year graduation rate: 94.2% (2021-22) (Dataquest)		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) (Dataquest, 5 year cohort outcome)	4.8% (2021-22) (Dataquest, 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% (2021-22)		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	n/a (first year of implementation of this metric)	Local projection shows that at least 43% of current seniors might qualify as "prepared" in CCI based on a combination of A-G		70%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>some elements during COVID-19.</p> <p>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)</p>		<p>completion and 2022 SBAC scores criteria or AP exam results. (2022-23)</p>		
Early Assessment Program (EAP) results (SBAC Math and ELA results for 11th Grade)	<p>MAP EAP: 40% (2019) 15.6% (2021)</p> <p>ELA EAP: 78% (2019) 61.5% (2021)</p>	n/a (first year of implementation of this metric)	<p>Math EAP: 25.3% (2022)</p> <p>ELA EAP: 72% (2022)</p>		<p>Math EAP: 30%</p> <p>ELA EAP: 70%</p>
AP exam pass rates (percent of AP test takers who passed with a score of 3 or higher)	<p>Original: 35%</p> <p>Corrected: 34% (2018-19) 45% (2019-20)</p>	21% (2020-21)	30.6% (2021-22)		<p>Original: AP Pass rate: 80%</p> <p>Revised: AP pass rate: 30%</p>
UC and CSU eligibility	<p>CSU eligible: 2020-21: 82.7% 2021-22: 73.6%</p> <p>UC eligible:</p>	n/a (first year of implementation of this metric)	<p>CSU eligible: 2022-23: 67%</p> <p>UC eligible: 2022-23: 56%</p>		<p>CSU-eligible: 75% or higher</p> <p>UC-eligible: 60% or higher</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	2020-21: 74.4% 2021-22: 62.1%				
CTE Pathway Completion	1 completer (<1%) (2020-21)	n/a (first year of implementation of this metric)	9.7% of CTE participants completed pathway in 2021-22		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. Monitor and support students with making progress along their graduation pathways, including completing required A-G courses and other MWA graduation requirements in a timely way. Communicate with students and families about their progress toward graduation and areas of need.</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>	\$130,963.00	Yes
4.2	College/Career	<p>1. Provide training for faculty and staff on college and career readiness and skills.</p> <p>2. Create space in advisory classes for students to work on college and career exploration and skill development.</p> <p>3. Schedule annual presentations for families, board, and other educational partners to review college and career pathways and school-wide performance on college and career readiness.</p>	\$93,485.00	Yes

Action #	Title	Description	Total Funds	Contributing
4.3	AP Exam	<p>1. Expand AP course offerings, with a goal of adding at least 1 new course in 2023-24 and building on this over the next few years.</p> <p>2. Provide training and on-going feedback/support for faculty teaching AP courses (including but not limited to observation and feedback cycles, initial training in AP course developments through workshops, and additional professional development as through Collegeboard conferences for faculty and staff).</p> <p>3. Provide instructional support such as online or additional materials to support faculty and students in preparing for AP exams.</p> <p>4. Monitor GPA progress in AP courses.</p>	\$42,325.00	No
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: a. Four-year college or university; b. Community college; c. Military enlistment; d. Job program; e. Current job or job offer; f. Trade program or apprenticeship; g. Gap year program.</p> <p>2. Develop 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. Initial steps for 2023-24 will include identifying major focal areas or activities for each grade or grade band.</p>	\$123,065.00	Yes

Goal Analysis [2022-23]

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.

Overall, the actions designed to support achievement of the goal were implemented as planned, except for fully developing and delivering a school-wide scope and sequence for college and career access (a subset of Action 4.4); this project continues but is not anticipated to be fully completed this year, as we prioritize for core needs.

We have had successful implementation of our actions related to graduation pathways for our students, including supporting students with meeting A-G requirements, completing required courses in a timely way, and making specific post-secondary plans (Actions 4.1, 4.2, and 4.4). We successfully created and received A-G approval for three new courses in 2022-23: Principles of Finance, Ethnic Studies, and Conceptual Physics. We have expanded the use of “Flex Time” to include sections for credit recovery as well as sections for additional Advanced Placement support and have implemented an observation/coaching cycle for all courses, including AP courses (Action 4.3).

Some challenges in implementation of Goal 4 actions are related to vacancies in some key positions in the College and Career Counseling office, for at least part of the year. A few projects, such as creating an Academy-wide scope and sequence for college awareness and preparation as well as creation of a dual-enrollment program have been deprioritized this year, to ensure that core CCC activities remain strong.

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 our college and career metrics, we are starting to see some rebounds in results compared to dips seen in the initial COVID years. The EAP results (11th grade math and ELA SBAC) are up considerably from the previous year and getting close to their pre-COVID numbers. AP results in spring 2022 also improved from the previous year. Graduation and Drop-out rates, although still strong in the context of broader state and county trends, remain below our pre-covid numbers, with some students continuing to struggle with a return to academic focus and progress. Among our graduates, college-going rates continue to be strong (85% in the class of 2022, with 62% going to a 4-year college). We continue to see 95% or more of our students identifying a post-graduation pathway, with 81 of our 86 seniors applying to a four-year college this fall 2022. Taken together, these metrics demonstrate that overall our actions, and especially our actions focused on Graduation Pathways and Post-secondary planning (22-23 Actions 4.1 and 4.4), have been effective in making progress toward the goal of College and

Career Readiness. An area for growth will be continuing or expanding support for students who are off-track for graduation with counseling/advising, credit recovery, and other support plan options.

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.

The school is not making any changes to the planned goal, metrics, or desired outcomes for the coming year based on the reflections on prior practice. We have slightly revised the language of the actions, to streamline each action a bit, so that the core functions of each action can be visible and comprehensible– which for each include monitoring progress, providing support to students, and providing training and support to staff. We have also added a plan to expand AP course offerings over the next 3 years (including at least 1 new course in 2023-24), based on educational partner feedback, in Action 4.3 (AP Exams).

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 again in 2021-22 (due in large part to COVID quarantines and other stressors related to the return to in-person instruction) however, those numbers have improved in 2022-23. This LCAP goal will allow us to chart progress and plan evidence-based actions leading 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).	88.3% ADA (as of 6/1/22) (internal data)	92.6% ADA as of 4/24/23 (internal data, Schoolzilla)		97% ADA
Chronic Absenteeism rates (% who are absent, excused or unexcused, more than 10% of school days)	7.3% (2018-19)	23.8% (2020-21) (Dataquest) 51.0% (as of 6/1/22) (internal data;	Overall: 26.2% as of 4/24/23 (internal data, Schoolzilla) Black/African American: 42.6%		15.5%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
		numbers impacted by quarantines)	Latinx/Hispanic: 24.4% English Learners: 22.3% Students with Disabilities: 31.8% Socioeconomically Disadvantaged: not yet available		
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)	96.9% of 8th graders matriculated to the upper school (2021-22)		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)	93.1% retention in upper school (2021-22)		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	<p>1.Present attendance data to parents, students, MWA Board, and CEO.</p> <p>2.Create and distribute marketing and messaging around the importance of attendance.</p> <p>3. Include in our PBIS programs (see goal 6), a focus on positive incentives/supports for attendance.</p> <p>4. Include attendance data and messaging in the Pre-SST and SST process, to support with improving student attendance.</p>	\$62,897.00	No
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.	\$91,289.00	No
5.3	Student Enrollment, Retention, and Transfers	<p>1. Continue to conduct student (family) exit interviews via the transfer paperwork and collect data on student transfers.</p> <p>2.Continue the new-student enrollment process to welcome new students into Making Waves.</p>	\$49,832.00	No
5.4	Student Activities	<p>1.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.</p> <p>2.Begin planning and expand opportunities for study trips (field trips) in 2023-24.</p>	\$130,650.00	No

Action #	Title	Description	Total Funds	Contributing

Goal Analysis [2022-23]

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.

Major elements of each action designed to support achievement of Goal 5 were implemented as planned. However, staffing issues have limited our ability to implement with fidelity.

Successes related to our implementation efforts include:

Action 5.1 Students with strong attendance have received certificates and have been celebrated at assemblies and on data walls. Attendance data has been shared across multiple channels to parents, faculty, and staff, as well as board members. Schoolwide messaging about the importance of attendance have gone out on multiple channels starting in December and January. We have made progress with substantive planning for a PBIS roll-out for 2023-24.

Action 5.2: Despite the absence of a full-time SARB coordinator for much of the year, in December we were able to resume sending out series of SART letters to students with multiple absences, in accordance with our SART/SARB policies.

Action 5.3: The Registrar's office is conducting informal exit interviews with transferring students and families.

Action 5.4: Clubs are being monitored with the system 5 Star, which tracks attendance during meetings. Coaching with regard to generating interest and fundraising strategies has been offered to relevant staff. To date, 6 new clubs have been approved. Several "All School Meetings" have been held, funds have been raised to support student activities, and there have been multiple successful school dances.

Challenges related to our implementation efforts include:

Action 5.1 Positive Behavior, Intervention and Supports (PBIS) system was not ready for roll-out in 2022-23.

Action 5.2: Difficulty with filling the position of a SARB coordinator in the first half of the year delayed full implementation of SARB plans, although the registrar team has been supporting with this work in the interim. Staffing issues have impacted progress.

Action 5.3: Although the registrar's office continues to collect some data about student transfers, at this time student exit interviews are not being conducted with fidelity, due to staffing shortages and a rise in transfer numbers, so we are working on streamlining this process for 23-24. There have been a total of 91 student transfers (48 Upper and 43 Middle) AY 22/23 YTD (as of March 2023)

Action 5.4: Although there are student clubs in both middle school and upper school, more upper school students report participation in clubs and there are more clubs overall, perhaps due to having a dedicated Student Activities Coordinator in the Upper School, but without a corresponding role in the middle school.

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.

Actions 5.1 and 5.2: In 2022-23 we saw an increase in daily attendance (ADA) and a decrease in chronic absenteeism, compared to the previous year. Chronic absenteeism went from 57% in 2021-22 to around 25% in 2022-23 (current estimates), a significant difference. These numbers indicate that the attendance actions we are making in this goal (Actions 5.1-5.2) are having a positive impact. However, these numbers are still far from what we saw pre-pandemic and this indicates that more work is needed to be done in order to show continued, significant improvement in this work in 2023-24.

Action 5.3 has been effective in helping us to gather data about student enrollment and transfers. A next step will be to use this data to strategize ways to support with student retention in the future.

Action 5.4 has been effective in increasing student participation in activities. In this school year, we have had a return to key activities such as school dances, regular assemblies, festivals, and pep rallies. We see growing numbers of students participating in clubs and other activities, particularly in the upper school, where this has been a focus of our ASB. In our upper school, 64% of students reported in our school climate survey that they participate in at least one club or sport at the school, and 33% of middle school students reported the same. An area for growth for 2023-24 will be to improve supports with and awareness of student activities in the middle school.

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 modified the metric for our chronic absenteeism data, to disaggregate by student groups (Black/African American, Latinx/Hispanic, English Learners, Students with Disabilities, and Socioeconomically Disadvantaged). This disaggregation will allow us to track progress with the LCFF unduplicated student groups and the groups identified for Additional Targeted Support and Improvement (ATSI). Disaggregating data like this also allows us to identify potential disparities in the data.

In that 2021-22 data we see that the chronic absenteeism rates for Black/African American students (66.7%), English Learners (63.5%) and Students with Disabilities (63%) exceeded the our overall/schoolwide rate of 56.8%. In current 2022-23 internal data, we see that chronic absenteeism rates have decreased substantially for all groups, and the rates for English Learner students and Students with Disabilities are now in line with the overall rates (26.2%), but chronic absenteeism among Black/African American students (42.6%) continues to be well above that of the school overall. Thus we believe that efforts to support to improve attendance and decreasing chronic absenteeism will

benefit all student groups at Making Waves, but will be especially beneficial for student groups with identified needs in this area, including the two groups identified for ATSI (Black/African American students and students with disabilities) and the LCFF student group English Learners.

We also modified some of our actions for 2023-24:

5.1 We are working to combine our plans for positive behaviors and intervention supports for attendance within a broader implementation of a robust PBIS/MTSS system that we will be rolling out at the school. PBIS and MTSS (multi-tiered systems of support) are evidence-based systems of interventions with a strong research base. Students and families will receive positive messaging around school attendance, which will further decrease the overall chronic absenteeism numbers. Additionally, we have begun implementing a PreSST and SST system (BSST) that will allow us to more deeply address student engagement for those students who have been identified as chronically absent by assembling teams and engaging parents with supports needed to address student success in the classroom. This system will also assist the school in identifying students with unmet academic, behavioral, and or social emotional needs that may be impacting their ability to consistently attend school. See Goal 6 for more about these systems.

5.3: We have made some modifications to the data collection process for monitoring student transfer/exit data, to make it more achievable to implement this with fidelity and to inform the school as to areas for improving student retention rates.

5.4 We have added to our student activities focus for 2023-24, a commitment to expand opportunities for field trips in 2023-24, as this was a frequent piece of feedback from our educational partners.

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 such as social-emotional learning (SEL), behavior supports and interventions, student supports from our social worker team, as well as systems that we use for monitoring and supporting with these areas– all of which are highlighted by our educational partners as important to prioritize.

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.	Seven Friday Professional Development sessions in 2022-23 are focused on SEL or School Culture/Climate topics.		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 problems/concerns or	n/a (first year of implementation of this metric)	87% of students surveyed who received ongoing services reported the services helped them learning new strategies to manage their		95% or more of students who received on-going services reported the services helped them learn new strategies to manage their problems/concerns or

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	led to a positive behavior change. (2021-22)		problems/concerns or led to a positive behavior change (2022-23)		led to a positive behavior change.
Social Worker Referrals (was: 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)	77% of students who have been referred by staff for Social Worker services have received services (2022-23, as of 4/10/23)		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	56% of Upper School students and 63% of Middle School students surveyed indicated they feel school connectedness (feel safe at school, feel closeness to people at school, feel part of the school, happy to be at school, treated fairly). (2021-22, California Healthy Kids Survey [CHKS]) 72% of parents surveyed indicated they feel their student is safe at MWA and 69% indicated that MWA is responsive to	49% of students (43% of Upper School students and 52% of Middle School students) surveyed indicated they feel school connectedness (feel safe at school, feel closeness to people at school, feel part of the school, happy to be at school, treated fairly). (2022-23 MWA School Climate Survey). 87% of parents surveyed indicated they feel their student is safe at MWA and 83% indicated that		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)	their concerns and questions. (May 2022 Parent Climate Survey)	MWA is responsive to their concerns and questions. (March 2023 Parent Climate Survey).		
Suspension rate (percent of students who were suspended for at least 1 day)	5.9% (2019-20, Dataquest)	0% (2020-21 [distance learning], Dataquest)	Overall: 9.8% (2021-22, CA School Dashboard) Black/African American: 27.8% Latinx/Hispanic: 7.8% English Learners: 8.5% Students with Disabilities: 7.4% Socioeconomically Disadvantaged: 10.1%		<5% (overall and in both divisions)
Expulsion rate (Dataquest)	0.2% (2019-20)	0% (2020-21)	0.1% (2021-22)		0%

Actions

Action #	Title	Description	Total Funds	Contributing
6.1	Social Emotional Learning	1. Implement and train staff on restorative justice and deescalation practices. 2. Implement and align social-emotional learning (SEL), advisory, and Tier 1 classroom-based strategies and faculty/staff trainings.	\$177,073.00	Yes

Action #	Title	Description	Total Funds	Contributing
		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.		
6.2	Advisory Curriculum	Further roll-out across the school a new SEL advisory curriculum, which was piloted in some classes in 22-23.	\$24,570.00	Yes
6.3	Safety and Connectedness Data	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. 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.	\$120,036.00	Yes
6.4	Support Team (Social Workers)	Reorganize social worker supports to reflect a school-based social worker model of services in order to create a more data-driven and sustainable framework tied to our educational mission. Integrate more robust tier 1, tier 2, and tier 3 systems of support into this work, aligned with broader plans for Multi-tiered systems of support (MTSS) and Positive Behavior Interventions and Support (PBIS).	\$203,182.00	Yes
6.5	Student Support Referrals and Services	1. Provide multi-tiered, evidence-based holistic supports through referrals from families, students, or teachers/staff-members trained in Notice-Talk-Act (NTA). Provide on-going training about the referral process. Through the triage process, students may be connected with	\$215,275.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>services based on level of need, including school-based social worker support or outside providers, following the appropriate tiered systems of support.</p> <p>2.Create a toolbox to share information to families about mental health resources.</p> <p>3.Transition all faculty and staff to using the software Beyond SST for the tracking of all Social-Emotional, Behavior, SST and 504 Plan interventions, accommodations and data tracking of all tiered interventions and supports.</p>		
6.6	Campus Supervisors	<p>Integrate campus supervision with planned MTSS and PBIS systems, to be aligned with overall deescalation and positive intervention strategies. Facilitate stronger collaboration between campus supervisors, the Deans, and student support services.</p>	\$643,717.00	No
6.7	Behavior Data System	<p>1.Expand usage of Kickboard software, to be fully integrated with all behavior systems: for tracking behavior incidents, and implementing behavior responses and PBIS supports.</p> <p>2. Communicate with parents about behavior interventions and supports.</p> <p>3. Implement staff training for and begin to implement a Positive Behavior Intervention and Supports (PBIS) program, aligned with MWA’s 5 values. PBIS programs include positive incentives and proactive supports as well as tiered intervention systems and behavioral supports.</p> <p>4.Transition all faculty and staff to Beyond SST for the tracking of all Behavior, SST and 504 Plan interventions, accommodations and data tracking of all tiered interventions and supports.</p>	\$109,600.00	No

Action #	Title	Description	Total Funds	Contributing
6.8	Cultural Celebrations	Create a calendar for cultural celebration events throughout the year and support with the development of positive, inclusive events at MWA to celebrate the diverse identities, communities, and cultures of our students, staff, and community.	\$25,000.00	No

Goal Analysis [2022-23]

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 have implemented key elements of all of the planned actions, however there is variation in the levels of fidelity to some of the sub-actions (see below).

Successes with implementation:

- 6.1 In fall of 2022, there were three of staff professional development related to restorative justice, SEL, and deescalation strategies. Throughout the year there have been at least 6 Friday Professional Development sessions focused on school culture and related areas.
- 6.2: We conducted a pilot of an SEL curriculum on the Nearpod platform in 2022-23 and will use the results of this pilot to inform plans for 2023-24.
- 6.3: School climate survey was conducted in February and teachers and staff worked collaboratively to analyze the data in March.
- 6.4: The Social Worker team supported over 260 students in 2022-23.
- 6.5: The NTA system is currently in use campus wide and many students have received services through our referral process..
- 6.6: After initial delays in hiring, we have now expanded the number of campus supervisors as planned.
- 6.7: Kickboard behavior data system was launched in August.

Challenges with implementation:

- 6.1: Efforts related to SEL, advisory, restorative justice, and tier 1 strategies have not yet been fully aligned.
- 6.3: Discipline data from deans and social-emotional well-being data from social workers is being collected, but systems for regularly sharing this data with overall staff have not yet been implemented.
- 6.6 We were not initially able to fully hire all of the additional campus supervisors as early in the school year as we had hoped.
- 6.7 We are not yet utilizing the kickboard system to its full capacity.

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.

We have seen some mixed data regarding our school climate in 2022-23. We have seen an increase in the number of students seeking therapeutic support and our social worker team and contracted service providers have provided extensive services (Actions 6.4 and 6.5). The NTA system is currently in use campus wide, but some adjustments need to be made in the area of implementation. This section will be under review for alignment with new goals for 23-24.

We see opportunities for improvement when examining our suspension rate metric. Suspensions rose at MWA in the 2021-22 year of return from distance learning, as many students presented dysregulated behavior in the transition back to the classroom. In our needs assessment, we saw that the suspension rate was disproportionately high for our Black/African American students. This is an area that our LCAP/ATSI plan attempts to address, using evidence-based interventions of PBIS and MTSS, in our revised actions for 2023-24 (see below).

In our school climate survey data, our parent data indicates increased satisfaction with safety and responsiveness at MWA. On the other hand, our student data shows some decline in student feelings of connectedness, in both the middle and high school. Our suspension rates rose significantly in 2021-22 compared to the previous year (when suspensions were 0% during distance learning) and to a lesser extent compared to pre-covid rates. We do not yet have the full rate for 2022-23, but do know that it will not yet be back to our pre-covid levels, or our goal for 2023-24 (less than 5%).

This year has been one of resetting of norms and clear expectations, which led to some tough transitions for some students who struggled with this readjustment. Many educational partners report feeling that things feel “more back to normal” and “calmer” than the previous year, but also acknowledge that this is an area for improvement still. Based on this data, our current actions in 2022-23 appear to be only partially successful at making progress toward the goal. We are making a number of adjustments for 2023-24 (see next section describing these) to attempt to make stronger growth in these areas in 2023-24.

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 modified the metric for our suspension rate data, to disaggregate by student groups (Black/African American, Latinx/Hispanic, English Learners, students with disabilities, and socioeconomically disadvantaged). This disaggregation will allow us to track progress with the LCFF unduplicated student groups (ELs and low-income students) and the groups identified for Additional Targeted Support and Improvement (ATSI) (African American students and students with disabilities). Disaggregating data like this also allows us to identify potential disparities in the data.

We have made a number of adjustments to our actions for 2023-24 in response to reflections on our current results and practice.

Action 6.1 and 6.6: We have added deescalation training to our planned trainings for 2023-24, including extensive training in the summer for our deans and campus supervisors. Ongoing recruitment efforts have been underway all year to hire qualified campus supervisors. Student Services & Operations are currently scheduling ProAct training for all campus supervisors, as well as other key staff. ProAct training will align with the overall PBIS/MTSS system that will be implemented in AY 23/24. PBIS (Positive Behavioral Interventions and Supports) and MTSS (Multi-Tiered Systems of Support) are evidence-based systems of interventions with a strong research base.

Action 6.2: We will move beyond the smaller curriculum pilot of 22-23 to roll out a new advisory curriculum schoolwide.

Action 6.4: Due to staffing issues, and an increase in student need, the social worker support teams are currently redesigning their service model. The change will address integrating more robust tier 1 and tier two systems of support. The redesign will align with the PBIS/MTSS system, and will include a more clearly defined SST system utilizing Beyond SST.

Action 6.5 and 6.7: We added the transition of all faculty and staff to Beyond SST for the tracking of all Behavior, SST and 504 Plan interventions, accommodations, as well as data tracking of all tiered interventions and supports. The goal with this is to help integrate our many, currently separate, systems of student support into a more integrated system. Student Study Teams (SST) are an important part of an MTSS model for identifying appropriate evidence-based interventions to use to support students. Currently, a comprehensive PBIS/MTSS system is being designed for the 23/24 AY. The system will align classroom management, positive behavior supports, appropriate disciplinary action, as well as a fully functional SST process. This system should benefit all students and student groups at MWA, and especially groups who are showing strong needs in these areas on our state indicators (including suspension rates), including students identified for Additional Targeted Support and Intervention (ATSI).

Action 6.8: This is a new action added this year, in response to feedback from our educational partners (specifically student leaders), who appreciate that they have been given the opportunity to plan cultural celebrations for and with their fellow students but have requested more direct support (including financial support) from the school in doing this.

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, we will 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</p>	<p>Middle school: 99.8% of middle school students are taking courses that fulfill local requirements for 8th grade promotion (2022-23)</p> <p>Upper school: 99.7% of upper school students are taking courses that fulfill local requirements for high school graduation (including coursework that is</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
		consistent with a-g requirements for UC/CSU eligibility, exceeding the minimum state requirements). (2021-22)	consistent with a-g requirements for UC/CSU eligibility, exceeding the minimum state requirements) (2022-23)		
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)	31% CTE Participation (AY 2021-22, in 2023 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	<ol style="list-style-type: none"> 1. Continue to provide a daily bell schedule that is “guaranteed and viable.” 2. Continue to refine and develop course offerings in the upper school division. 3. Develop course offerings and a master schedule that reflect access, and targeted specialized support for EL, IEP, Intervention, and students who seek enrichment classes through A-G approved courses in a variety of disciplines. 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. 	\$97,071.00	No

Action #	Title	Description	Total Funds	Contributing
		5. Continue to develop master schedules that allow for each content area to have a common preparation period that allows for teacher preparation, collaboration, and vertical alignment. In addition, create common expectations for usage of preps to focus on collaborative planning.		
7.2	Expand course offerings	<p>1. Continually adapt our course offering to 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) responsiveness to the realities of the labor market and our school’s ability to find and retain talent.</p> <p>2. Survey students and faculty about interests in potential new courses. Take preliminary actions to expand course offerings in the upper school, to allow for more college-preparatory elective courses in the upper school, especially in grades 11 and 12.</p>	\$26,525.00	No
7.3	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, where applicable.</p>	\$116,374.00	No

Goal Analysis [2022-23]

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.

Overall, the actions designed to support achievement of the goal were implemented as planned. Successes related to our implementation efforts include providing space in the master schedule for specialized support, including ELD, Intervention, Academic instruction for students with IEPs, and enrichment, in our new/revamped “Flex Period.” (Action 7.1), although a vacancy in the GATE coordinator position has posed a challenge in implementing specific targeted supports for GATE-identified students. We have developed the master schedule so that Upper School teachers in each subject have a common preparation period to allow for collaboration and vertical alignment (Action 7.2), although this has been a challenge to develop and implement the middle school. We have had success in expanding course offerings in the upper school to include a new Drama course, a new Principles of Finance Course in the math department, and a new Conceptual Physics course, and a new Ethnic Studies course (Actions 7.3). Staffing and other issues have made us unable to expand languages offered in the upper school and bring foreign language instruction to the middle school thus far. Although preliminary action was taken to explore a dual enrollment partnership with a local post-secondary institution (Contra Costa College), we have since deprioritized this area after some staffing vacancies in the Career and College Counseling office, to ensure that core functions of that department (supporting students with meeting graduation and college admission requirements) remain solid. At the same time, we have continued support for “concurrent enrollment.” We have continued to offer the CTE Medical pathway, including changing some requirements to make pathway completion more feasible in students’ schedules (Action 7.4)

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 Course Access (7.1), Alignment of Course Offerings (7.2) and Expand Course Offerings (7.3) actions have been successful as evidenced by the Master Schedule metric. A review of the master schedule demonstrates that students are able to access required courses, including A-G required courses for UC/CSU admission, and a number of new course options in the Upper School (Ethnic Studies, Principles of Finance, Conceptual Physics).

The Career and Technical Education metric (7.4) has been successful, as evidenced by the CTE course enrollment metric, which demonstrates growth in CTE participation, at a rate that (slightly) exceeds our 2023-24 desired outcome. An area for continued improvement is potentially further expanding options for elective courses in the upper school and potentially in the middle school down the line as well.

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.

The school is not making any changes to the planned goal, metrics, or desired outcomes for the coming year based on the reflections on prior practice. We combined 22-23 Actions 7.1 and 7.2 (both related to our bell schedule and scheduling students and teachers) to streamline our efforts. We also modified the 23-24 Actions 7.1 and 7.2 to better distinguish plans for the upper school compared to the middle school. In the upper school, we are continuing to explore options to expand course offerings, particularly so that there can be more elective ("G" in A-G requirements) options, although this must be tempered by our capacity and potential limits in staffing and hiring for these courses. In the middle school, expanding course offerings will not be a focus for 2023-24, as we will optimize for strengthening our existing course offerings, and working toward full staffing coverage of all core and existing classes.

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 achieve 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, throughout 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)	Overall: 39% proficient Black/African American: 45% Latinx/Hispanic: 38% English Learners: 12% Students with Disabilities: 20% Economically Disadvantaged 38% Middle School: 34% Upper School: 72% (2021-22 ELA SBAC)		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)		ELA GPA: 2.37 (middle), 2.78 (upper) (2022-23 Semester 1)		
CAASPP scores for Math and GPA for Math	Original: 25% for the middle school and 40% for the upper school pass SBAC and have GPAs above 2.7 Corrected: Overall: 26% proficient Middle school: 24% Upper school: 40% (2018-19 Math SBAC) Math GPA: 2.35 (2020-21 Semester 2)	Overall: 16% proficient Middle school: 16% Upper school: 15% (2021-22 Math SBAC) Math GPA: 2.79 (2021-22 Semester 1)	Overall: 14.5% proficient Black/African American: 17% Latinx/Hispanic: 14% English Learners: 3% Economically Disadvantaged: 15% Students with Disabilities: 2% Middle School: 13% Upper School: 25% (2021-22 Math SBAC) MathGPA: 2.69 MS, 2.40 Upper School (2022-23 Semester 1)		Original: MATH: 50% for middle school and 70% for upper school pass the SBAC and have GPAs above 2.5 Revised: MATH: 30% for the middle school and 50% for the upper school pass the SBAC and have GPAs above 2.7.
CAASPP scores for Science and GPA for Science	Original: 50% for the middle school and 70% for the upper school pass SBAC and have GPAs above 2.7 Corrected: Overall: 22% proficient Middle school: 20%	Overall: 20% proficient Middle school: 19% Upper school: 24% (2020-21 CAST) Science GPA: 2.85 (2021-22 Semester 1)	Overall: 19% proficient Middle School: 21% Upper School: 13% (2021-22 CAST) Middle School Science GAP: 2.63 Upper School Science GPA: 2.43 (2022-23 Semester 1)		Original: SCIENCE: 50% for the middle school and 70% for the upper school pass the SBAC and have GPAs above 2.5. Revised: SCIENCE: 30% for the middle school and

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Upper school: 29% (2018-19 CAST) Science GPA: 2.12 (2020-21 Semester 2)				50% for the upper school pass the CAST 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)	Middle School Social Studies/History GPA: 2.95 Upper School Social Studies/History GPA: 2.43 (2022-23 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. In 2021-22 95.8% of our eligible students (5th, 7th, and 9th grade) participated in the PFT. (No “pass” rates available for this year due to statewide changes).	In 2022-23, our 5th, 7th, and 9th grade students participated in the PFT. (No “pass” rates available for this year due to statewide changes). Middle School Health and Wellness GPA: 3.42		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)	Health & Wellness GPA: 3.36 (2021-22 Semester 1)	Upper School Health and Wellness GPA: 3.39 (2022-23 Semester 1)		
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)	Upper School Foreign Language course GPA: 3.02 (2022-23 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 use or create standards-based unit plans aligned to a Year at a Glance (YAAG). Instructional leaders will support teachers on norming on and consistently utilizing aligned, high-quality curricular materials.	\$4,438,286.00	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.	\$2,267,891.00	Yes

Action #	Title	Description	Total Funds	Contributing
		<p>The middle school's intervention plan will focus on cycles of tiered intervention supports and normed academic expectations across intervention classrooms.</p> <p>The upper school's intervention plan will focus on support toward course success and credit recovery, as well as tier 3 support for math and curriculum training for English Language Development classes.</p>		
8.3	Educational software	Continue providing all critical learners with additional English language arts support through access to the individual learning platform, Lexia PowerUp. Middle school wave-makers will continue to have access to IXL, an individual learning platform designed to provide individual learning paths for supplemental math support. We also leverage Accelerated Reader as an additional platform. Lastly, teachers also have the opportunity to purchase licenses for other educational software from their classroom budgets.	\$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), and state CAASPP assessments, and utilize Interim Assessment Blocks (IABs) for interim assessments. Share assessment results and grades with families in a timely manner.	\$93,250.00	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, evidence-based support for students. 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.	\$86,029.00	Yes

Action #	Title	Description	Total Funds	Contributing
8.6	Extended learning	MWA summer programming will focus on 5th and 6th grade students in the ELO-P program. The program will run year-round, and take place during “breaks” in the school calendar. Students will be prioritized based on academic need. In addition, external credit recovery opportunities will be provided to students with these needs in the upper school.	\$96,941.00	Yes
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 department will continue to implement reading intervention programs designed to support older students with learning the fundamentals of reading and provide additional training for teachers and support staff implementing these.	\$1,024,920.00	No

Goal Analysis [2022-23]

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.

Overall, the actions designed to support achievement of goal 8 were implemented generally as planned, except for 8.6, Extended (summer) learning, which has had some shifts. Our summer learning plans and offerings have shifted in two notable ways. First, our offerings for middle school students are now shaped by the requirements for the ELO-Program. Our credit recovery work for Upper School students occurred extensively on campus as planned in the summer of 2022 and will shift to an off-campus/external model in summer of 2023.

Successes related to our implementation efforts include the roll-out of IAB interim assessments schoolwide (had previously been only in upper school) with consistent collaborative data analysis opportunities scheduled and implemented (Actions 8.4 and 8.5). Other successes with implementation include expansion of use of Lexia and IXL in the middle school (Action 8.3) and identification of ELD curriculum to pilot (Action 8.2), and implementation of 2 new reading intervention programs in Special Education (Action 8.7).

Challenges related to our implementation efforts include stalled progress in identifying a math intervention curriculum (in 2022-23 we have focused on utilization of our online math intervention tool, IXL, instead), challenges related to compliance requirements for ELO-P program and sustainable staffing for summer and other extended programming.

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 Assessment Tools and Progress Monitoring/Data Analysis Actions (8.4 and 8.5) have been effective in making progress toward our goals by giving teachers and instructional leaders consistent, normed student data to examine to drive instruction and allow for shifts in instruction in order to better meet student needs. These factors, along with instructional focus on Tier 1 instruction (8.1), Academic interventions (8.2), and use of Educational Software (8.3) are designed to support growth in our two major metrics for this goal: students' grades (by subject) and CAASPP results.

We saw in last year's (2021-22) CAASPP results growth in our Upper School grades in particular, with significant improvements in both ELA and math, with middle school remaining relatively flat from the year before. In both divisions, math scores continue to be substantially below ELA results.

Thus, accelerating learning in the middle school, and supporting with math instruction schoolwide, continue to be areas in need of continued improvement. Interim and diagnostic data (MAP, STAR, IAB) has shown some growth (though this varies by grade level and subject) and teachers and instructional leaders are utilizing this data to identify students in need of support, determine tiers of intervention, and to consider shifts in instructional practices. We are looking forward to exploring the 2022-23 CAASPP results when released to see if the 2022-23 Actions were effective as desired in enabling more growth in CAASPP results this 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 modified the metrics for our CAASPP data, to disaggregate by student groups (Black/African American, Latinx/Hispanic, English Learners, Students with Disabilities, and Socioeconomically Disadvantaged). This disaggregation will allow us to track progress with the LCFF unduplicated student groups and the groups identified for Additional Targeted Support and Improvement (ATSI). Disaggregating data like this also allows us to identify potential disparities in the data.

Each of our action titles remains the same, reflecting the same overall approach to our actions; however we have made some revisions to the descriptions of some actions, to reflect areas of emphasis and priorities in these action areas for 2023-24.

Action 8.1: In Tier 1 instruction a major focus will be on expanding consistent use of curriculum, and monitoring and supporting pacing through the Year at a Glance/pacing guide.

Action 8.2: In Academic Interventions, we see different areas of emphasis for middle school (grades 5-8) and upper school (grades 9-12), with middle school's intervention plans and use of the 'flex period' focusing around cycles of intervention support aimed at shoring up fundamental skills, and in the upper school we plan a focus on supporting students with passing courses they are struggling in and making progress with credit recovery. For both divisions, the use of evidence-based interventions, and aligning this work with our broader multi-tiered systems of support (MTSS) will be an important element.

Action 8.4: We have added a plan to share grades with families in a more timely manner, so that students, parents, and teachers can understand and respond to student progress collaboratively and proactively.

Action 8.6 (Extended (summer) learning), reflects a shift in our in-house summer programming to be tied to the ELO-Program for 5th and 6th grade students, which will launch this summer. In the Upper School, students will continue to have opportunities to complete credit recovery work, but with a new (off-site) model.

Actions 8.5 and 8.8 have no substantive changes.

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 [2023-24]

Projected LCFF Supplemental and/or Concentration Grants	Projected Additional LCFF Concentration Grant (15 percent)
\$3,031,311	\$237,898

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
26.38%	0.00%	\$0.00	26.38%

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 and other student groups (students with disabilities, Black/African American students, and Latinx/Hispanic students). English Learners comprise 28% of our student body, 80% of students qualify as “low-income” and less than 0.1% are foster youth. Based on the 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 1 (Basic Services) Action 1.3, Goal 2 (Implementation of Academic Standards), Actions 2.5 and 2.6, and Goal 8 (Academic Growth), Actions 8.2, 8.3, 8.4, 8.5, and 8.6:

After assessing the needs, data, and context of our unduplicated (EL and low-income) 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, as well as our low-income students for some metrics. For example, in examining our 2021-22 CAASPP (SBAC) scores, we see that while 51% 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, 19% of our English proficient students met or exceeded standard, while 3% of our English learners did. Looking at the same data and comparing students by income-group, we see that 42% of our non-low-income students met or exceeded standard on ELA, 39% of our low-income students did. For the math SBAC, overall proficiency between the 2 income groups was comparable (14.5% of both groups of students). In our needs assessment, we also found similar patterns for our English learner students when looking at other assessments, such as the STAR reading and NWEA MAP math assessments that 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 evidence-based 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 (Instructional Coaching and 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 and implementing standards-based curricula. This includes use of 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, and with performance gaps persisting with our unduplicated students. Action 1.3 (Review and Adopt Curriculum) describes our plans to update curriculum across multiple subjects in 2023-24 to support all students with having current, aligned curriculum across the school, which we believe will help with academic achievement. Actions 8.2-8.6 outline many of our efforts at tiered intervention supports, in line with our MTSS (Multi-Tiered Systems and Supports) RTI-2 (Response to Instruction and Intervention) models. This includes providing tiered intervention support both in core-day instruction and our intervention block (“Flex time”), the key component of our Action 8.2: Academic Interventions). It also includes instructional software utilized within our intervention programs (Action 8.3: Educational software), assessment platforms such as IAB, NWEA MAP, and Renaissance STAR Reading 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) is 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 (College and Career Readiness), Actions 4.1, 4.2, and 4.4:

After assessing the needs and circumstances of our unduplicated students, we learned that there are performance gaps related to high school graduation and College and Career Readiness. Our students who are still classified as English learners in their senior year of high school are less likely to graduate in 4 years, more likely to need a 5th year to graduate, and less likely to pass an AP test than their English proficient peers. Based on previous year's data, they may be less likely to be deemed "prepared" using the College and Career Index (CCI), although that metric was not published in the 2022 dashboard (it will return in 2023).

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 performance gap related 4-year graduation and the CCI metric for some unduplicated students (especially ELs), we expect that it will be particularly helpful for these students. We will measure our success with this through tracking our progress with graduation rates, the CCI, and the other college and career metrics in Action 4.

Goal 6 (School Climate), Actions 6.1-6.5:

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 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 work of our social workers in providing skills-building groups, and goal-oriented short-term counseling services. In addition, Action 6.5 encompasses our broader multi-tiered holistic

support referrals process, which connects students with identified needs with SEL support, including in-house support and outside referrals, (depending on students' needs and what is appropriate). 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 26.38%, which is equal to \$3,031,311, 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 and Goal 3, Action 3.6:

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 results, 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 26.38%. LCFF expenditures from contributing actions 1.3, 2.1-2.6, 3.6, 4.1, 4.2, 4.4, 6.1-6.5, and 8.2-8.6 total to \$3,852,375, as seen in the 2023-24 Contributing Expenditures Tables (below). This means that the planned quantitative increase in services is 33.52% (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): 83.5% as of Census Day, October 5, 2022. As such we receive the concentration grant and the newer concentration grant “add on.” We will utilize the additional concentration grant add-on funding to increase the number of staff providing direct services to students, through the hiring of campus supervisors and credentialed teachers, both groups of which provide direct services to students.

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	n/a
Staff-to-student ratio of certificated staff providing direct services to students	n/a	n/a

2023-24 Total Expenditures Table

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
Totals	\$10,447,596.00	\$3,687,942.00		\$565,075.00	\$14,700,613.00	\$11,676,440.00	\$3,024,173.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1.1	Credential process	All	\$64,425.00				\$64,425.00
1	1.2	Facilities conditions and review plan	All	\$182,645.00	\$2,621,838.00			\$2,804,483.00
1	1.3	Review and adopt curriculum	English Learners Low Income	\$182,160.00				\$182,160.00
1	1.4	Teacher residents and teacher induction	All	\$411,038.00				\$411,038.00
2	2.1	ELD data analysis and implementation of success metrics	English Learners	\$18,150.00				\$18,150.00
2	2.2	ELD Professional Development	English Learners	\$13,613.00				\$13,613.00
2	2.3	English Learner Program	English Learners	\$19,890.00			\$44,740.00	\$64,630.00
2	2.4	English Learner Reclassification	English Learners	\$18,150.00				\$18,150.00
2	2.5	Instructional Coaching and Professional Development	English Learners Foster Youth Low Income	\$255,480.00			\$107,703.00	\$363,183.00
2	2.6	Math PD and Coaching	English Learners Foster Youth Low Income	\$10,000.00			\$60,877.00	\$70,877.00
3	3.1	Participation and input opportunities	All	\$80,118.00				\$80,118.00
3	3.2	Family engagement	All	\$49,140.00				\$49,140.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
3	3.3	Parent leadership & support	All	\$10,000.00				\$10,000.00
3	3.4	School-Home communication tool	All	\$6,900.00				\$6,900.00
3	3.5	Translation	English Learners	\$30,000.00				\$30,000.00
4	4.1	Graduation Pathways	English Learners	\$130,963.00				\$130,963.00
4	4.2	College/Career	English Learners	\$93,485.00				\$93,485.00
4	4.3	AP Exam	All	\$42,325.00				\$42,325.00
4	4.4	Post-secondary planning	English Learners	\$123,065.00				\$123,065.00
5	5.1	Attendance messaging and consistent practice	All	\$62,897.00				\$62,897.00
5	5.2	Attendance: SARB/SART process	All	\$91,289.00				\$91,289.00
5	5.3	Student Enrollment, Retention, and Transfers	All	\$49,832.00				\$49,832.00
5	5.4	Student Activities	All	\$130,650.00				\$130,650.00
6	6.1	Social Emotional Learning	Foster Youth Low Income	\$177,073.00				\$177,073.00
6	6.2	Advisory Curriculum	Foster Youth Low Income	\$24,570.00				\$24,570.00
6	6.3	Safety and Connectedness Data	Foster Youth Low Income	\$120,036.00				\$120,036.00
6	6.4	Support Team (Social Workers)	Foster Youth Low Income	\$203,182.00				\$203,182.00
6	6.5	Student Support Referrals and Services	Foster Youth Low Income	\$191,275.00			\$24,000.00	\$215,275.00
6	6.6	Campus Supervisors	All	\$643,717.00				\$643,717.00
6	6.7	Behavior Data System	All	\$109,600.00				\$109,600.00

Goal	Action #	Action Title	Student Group(s)	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
6	6.8	Cultural Celebrations	All	\$25,000.00				\$25,000.00
7	7.1	Course access	All	\$54,460.00	\$13,728.00		\$28,883.00	\$97,071.00
7	7.2	Expand course offerings	All	\$26,525.00				\$26,525.00
7	7.3	Career and Technical Education (CTE)	All	\$116,374.00				\$116,374.00
8	8.1	Tier 1 instruction	All	\$4,438,286.00				\$4,438,286.00
8	8.2	Academic interventions	English Learners Foster Youth Low Income	\$2,032,901.00			\$234,990.00	\$2,267,891.00
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	\$93,250.00				\$93,250.00
8	8.5	Progress monitoring and data analysis	English Learners Foster Youth Low Income	\$26,632.00	\$27,456.00		\$31,941.00	\$86,029.00
8	8.6	Extended learning	English Learners Foster Youth Low Income	\$65,000.00			\$31,941.00	\$96,941.00
8	8.7	Special Education	Students with Disabilities		\$1,024,920.00			\$1,024,920.00

2023-24 Contributing Actions 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
\$11,492,688	\$3,031,311	26.38%	0.00%	26.38%	\$3,852,375.00	0.00%	33.52 %	Total:	\$3,852,375.00
								LEA-wide Total:	\$3,752,572.00
								Limited Total:	\$99,803.00
								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 (%)
1	1.3	Review and adopt curriculum	Yes	LEA-wide	English Learners Low Income	All Schools	\$182,160.00	
2	2.1	ELD data analysis and implementation of success metrics	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$18,150.00	
2	2.2	ELD Professional Development	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$13,613.00	
2	2.3	English Learner Program	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$19,890.00	
2	2.4	English Learner Reclassification	Yes	Limited to Unduplicated Student Group(s)	English Learners	All Schools	\$18,150.00	
2	2.5	Instructional Coaching and Professional Development	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$255,480.00	

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	2.6	Math PD and Coaching	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$10,000.00	
3	3.5	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	All Schools	\$130,963.00	
4	4.2	College/Career	Yes	LEA-wide	English Learners	All Schools	\$93,485.00	
4	4.4	Post-secondary planning	Yes	LEA-wide	English Learners	All Schools	\$123,065.00	
6	6.1	Social Emotional Learning	Yes	LEA-wide	Foster Youth Low Income	All Schools	\$177,073.00	
6	6.2	Advisory Curriculum	Yes	LEA-wide	Foster Youth Low Income	All Schools	\$24,570.00	
6	6.3	Safety and Connectedness Data	Yes	LEA-wide	Foster Youth Low Income	All Schools	\$120,036.00	
6	6.4	Support Team (Social Workers)	Yes	LEA-wide	Foster Youth Low Income	All Schools	\$203,182.00	
6	6.5	Student Support Referrals and Services	Yes	LEA-wide	Foster Youth Low Income	All Schools	\$191,275.00	
8	8.2	Academic interventions	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$2,032,901.00	
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	\$93,250.00	
8	8.5	Progress monitoring and data analysis	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$26,632.00	

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 (%)
8	8.6	Extended learning	Yes	LEA-wide	English Learners Foster Youth Low Income	All Schools	\$65,000.00	

2022-23 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
Totals	\$11,424,233.00	\$11,424,233.00

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	Credential process	No	\$159,628.00	\$159,628.00
1	1.2	Facilities conditions and review plan	No	\$1,949,101.00	\$1,949,101.00
1	1.3	Review and adopt curriculum	No	\$158,100.00	\$158,100.00
1	1.4	Teacher residents and teacher induction	No	\$289,040.00	\$289,040.00
1	1.5	Enrichment Curricular Programs	No	\$20,000.00	\$20,000.00
2	2.1	ELD data analysis and implementation of success metrics	Yes	\$18,647.00	\$18,647.00
2	2.2	ELD Professional Development	Yes	\$13,985.00	\$13,985.00
2	2.3	English Learner Program	Yes	\$60,409.00	\$60,409.00
2	2.4	English Learner Reclassification	Yes	\$18,453.00	\$18,453.00

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)
2	2.5	Instructional Coaching and Professional Development	Yes	\$212,100.00	\$212,100.00
2	2.6	Math PD and Coaching	Yes	\$58,264.00	\$58,264.00
3	3.1	Participation opportunities	No	\$12,589.00	\$12,589.00
3	3.2	Family engagement	No	\$12,588.00	\$12,588.00
3	3.3	Family engagement marketing	No	\$9,400.00	\$9,400.00
3	3.4	Parent leadership	No	\$12,700.00	\$12,700.00
3	3.5	School-Home communication tool	No	\$35,100.00	\$35,100.00
3	3.6	Translation	Yes	\$30,000.00	\$30,000.00
4	4.1	Graduation Pathways	Yes	\$101,887.00	\$101,887.00
4	4.2	College/Career	Yes	\$19,147.00	\$19,147.00
4	4.3	AP Exam	No	\$17,797.00	\$17,797.00
4	4.4	Post-secondary planning	Yes	\$97,000.00	\$97,000.00
5	5.1	Attendance messaging and consistent practice	No	\$80,484.00	\$80,484.00

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	Attendance: SARB/SART process	No	\$85,474.00	\$85,474.00
5	5.3	Student Enrollment, Retention, and Transfers	No	\$127,433.00	\$127,433.00
5	5.4	Student Activities Coordinator	No	\$89,475.00	\$89,475.00
6	6.1	Social Emotional Learning	Yes	\$148,216.00	\$148,216.00
6	6.2	Advisory Curriculum	Yes	\$30,250.00	\$30,250.00
6	6.3	Safety and Connectedness Data	Yes	\$103,722.00	\$103,722.00
6	6.4	Support Team (Social Workers)	Yes	\$206,310.00	\$206,310.00
6	6.5	Student Support Referrals and Services	Yes	\$386,000.00	\$386,000.00
6	6.6	Campus Supervisors	No	\$510,606.00	\$510,606.00
6	6.7	Behavior Data System	No	\$11,335.00	\$11,335.00
7	7.1	Course access	No	\$86,874.00	\$86,874.00
7	7.2	Alignment of course offerings	No	\$19,050.00	\$19,050.00

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)
7	7.3	Expand course offerings	No	\$6,398.00	\$6,398.00
7	7.4	Career and Technical Education (CTE)	No	\$174,000.00	\$174,000.00
8	8.1	Tier 1 instruction	No	\$3,700,725.00	\$3,700,725.00
8	8.2	Academic interventions	Yes	\$1,621,203.00	\$1,621,203.00
8	8.3	Educational software	Yes	\$23,500.00	\$23,500.00
8	8.4	Assessment tools	Yes	\$85,500.00	\$85,500.00
8	8.5	Progress monitoring and data analysis	Yes	\$81,012.00	\$81,012.00
8	8.6	Extended (summer) learning	Yes	\$88,400.00	\$88,400.00
8	8.7	Special Education	No	\$452,331.00	\$452,331.00

2022-23 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)
	\$2,907,870.00	\$2,907,870.00	\$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)
2	2.1	ELD data analysis and implementation of success metrics	Yes	\$18,647.00	\$18,647.00		
2	2.2	ELD Professional Development	Yes	\$13,985.00	\$13,985.00		
2	2.3	English Learner Program	Yes	\$19,363.00	\$19,363.00		
2	2.4	English Learner Reclassification	Yes				
2	2.5	Instructional Coaching and Professional Development	Yes	\$118,935.00	\$118,935.00		
2	2.6	Math PD and Coaching	Yes	\$29,495.00	\$29,495.00		
3	3.6	Translation	Yes	\$30,000.00	\$30,000.00		
4	4.1	Graduation Pathways	Yes	\$101,887.00	\$101,887.00		
4	4.2	College/Career	Yes	\$19,147.00	\$19,147.00		
4	4.4	Post-secondary planning	Yes	\$97,000.00	\$97,000.00		
6	6.1	Social Emotional Learning	Yes	\$148,216.00	\$148,216.00		

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	6.2	Advisory Curriculum	Yes	\$30,250.00	\$30,250.00		
6	6.3	Safety and Connectedness Data	Yes	\$103,722.00	\$103,722.00		
6	6.4	Support Team (Social Workers)	Yes	\$206,310.00	\$206,310.00		
6	6.5	Student Support Referrals and Services	Yes	\$363,444.00	\$363,444.00		
8	8.2	Academic interventions	Yes	\$1,407,969.00	\$1,407,969.00		
8	8.3	Educational software	Yes	\$23,500.00	\$23,500.00		
8	8.4	Assessment tools	Yes	\$85,500.00	\$85,500.00		
8	8.5	Progress monitoring and data analysis	Yes	\$25,500.00	\$25,500.00		
8	8.6	Extended (summer) learning	Yes	\$65,000.00	\$65,000.00		

2022-23 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)
		0.00%	0.00%	\$2,907,870.00	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

CEO/Interim Principal Report

Section:	II. Standing Reports
Item:	D. CEO/Interim Principal Report
Purpose:	Discuss
Submitted by:	
Related Material:	MWA CEO Report to the MWA Board_MAY 2023_ABN.pdf



Learn. Graduate. Give Back.

MWA CEO Report to the Making Waves Academy Board

May 2023

Spring sports are well underway with playoffs starting for some teams, the prom has occurred, and end-of-the year state testing has begun. Planning and implementation is also well underway for 2023-24. Hiring continues to be a focus area as well as celebrating our senior college and career decisions.

Snapshots and Highlights

- The WASC (school accreditation process) mid-cycle review was successfully completed.
- The annual charter authorizer visit from CCCOE was completed.
- The annual charter authorizer trustee visit occurred, with Trustee, Sarah Butler visiting.
- The spring Curriculum Review and Advisory Committee meeting was held successfully.
- The LCAP process is wrapping up in preparation for a review/approval at the June Board meeting.
- We are finalizing the 2023-24 budget.
- Recruitment/hiring for critical positions for the 2023-24 school year are occurring.
- The final Saturday parent meeting of the school occurred in April.
- Parent leaders from MWA and Caliber Schools worked with our new partner organization, **Contra Costa County Charter Coalition ("5C")**, on organizing a school tour at MWA and a nearby Caliber school campus. The purpose of the tour, led by the parent leaders of our respective schools, is to help local elected officials and members of the larger community to learn more about our respective schools and charter schools in general.

Charter Renewal Updates

SB739 is a state bill being considered in the CA legislature that would extend the moratorium on charter renewals. More specifically, it would grant charter schools whose charter term ends in June 2024 (like MWA), an additional year on their charter terms before renewal. The legislation was passed by the Senate Education Committee. It now has to continue to move through the legislative approval process until it is voted on by the state legislature. If it passes, MWA's charter would extend through June 2025. This would give us two more years of data that would either be included on the state dashboard for school academic performance or data that we could share in the charter renewal process. The passage of AB 1505 puts more emphasis on the state dashboard and the use of approved verifiable data to inform charter renewals. Given our current results on the state dashboard, this would give us more time to demonstrate academic growth and improvement as well as improvement in other areas of the state dashboard. We will keep the Board updated.

Remaining Works in Progress and Challenges

- **Supervision (Campus Safety)** – Campus supervision has improved as three additional campus supervisors have joined the team. Having more capacity is making a difference.
- **Poor Student Choices** – Unfortunately, students are still adjusting to an environment with daily rules and expectations. Coming out of the pandemic, self-regulation, anxiety, and focus is still a challenge for some of our Wave-Makers. In the most critical instances, suspensions are still occurring. And, administering detention and ramping up restorative practices is also starting to help. One of the biggest levers we are using are meetings with students, parents, and a dean/assistant principal/principal discussing academic performance (grades), attendance, and behaviors. Parents have appreciated having this level of clarity.
- **Parent Communication re: Grades, Behavior, and Attendance** – We know and have plans to better systemize ways of increasing communication with parents next year. One of those ways includes sending out grade report updates every 3-4 weeks over the course of the semester so parents know closer to real time where their child stands in each of their classes.
- **8th Grade Orientation** – Assistant Principal of the upper school, Eric Becker, and I will be hosting an orientation with 8th grade parents this month to help parents better understand expectations for the upper school, along with expectations for earning course credits towards their high school diplomas, being “a-g” eligible, and being clear about the expectations for being in high school.

Additional Responsibilities

North Coast Section Board of Managers President Term

For the past two years I have been serving as the President Elect for the North Coast Section (NCS) Board of Managers (BOM). The North Coast Section is one of 10 interscholastic sections for the CA Interscholastic Federation (CIF), the body that governs and supports CA high school athletics. The BOM is the governing body that support the NCS commissioner to provide oversight and support, host section and state play-offs, and professional development for the athletic directors and coaches. Heads of school, superintendents, principals, and athletic directors represent the various leagues on the BOM.

Two years ago, I was nominated the voted in as the President Elect. Starting July 1, I will begin a two year-term as the President, supporting the commissioner, Pat Cruikshank, the work he does on behalf of our section. This year in my role, I served on the executive committee and the finance committee. Over the course of the year in this role, I attend three Board of Managers meetings, three executive committee meetings, and 1-2 Federated Council meetings. The Federated Council is comprised of commissioners and Presidents of the 10 sections along with some staff.

I have served on the Board of Managers for about the last 8-9 years. Our section’s leadership are a very committed group of people who care a lot about not just high school athletics but also the overall student experience and the lessons that are learned through sports. We are comprised of schools from the East Bay all the way up to the Oregon-California border. We have small schools and big schools, private schools and public schools, rural schools and urban schools. We are in a great section where students matter.

5C Acting Executive Council President

5C is an entity that was developed, in partnership with charter schools across Contra Costa County, to amplify parent power and parent voice. As decisions on charter schools are made – e.g. charter renewals, funding, etc. – we want to make sure we support ways for the parents whose children attend our schools to have organized ways of making their voice heard on these matters. Often, political decisions of this nature leave out or ignore the voices of the families either most affected or those who most want the option that public charter schools provide. On May 3rd, Caliber Schools and MWA hosted parent-led tours of both of our schools. People joining the tour were locally elected officials, community members, and funders.

I thought it was important to name some of the various ways MWA is integrated into the fabric of Bay Area schools as well as within Contra Costa County and Richmond. On some days I feel a little spread thin but overall, in terms of time, these additional responsibilities (in service of not just MWA students but a broader range of students across the Bay Area) require a modest and manageable lift.

Objectives for 2022-23

Areas of Focus	Objectives	Updates
<i>Campus safety and culture</i>	Align and deploy resources to address campus safety, improve the sense of well-being on campus, and see improvements in school culture.	The deans are receiving training from a trusted service provider on strengthening restorative practices and applying these practices more after incidents among students and involving staff. I am talking with the deans about preparing for next year and will work with the Ops team on adjustments related to bring the upper school gym online and shifts we could make to strengthen supervision.
<i>Routines, Expectations, and Procedures (REPs) & Standardized Operating Procedures (SOPs)</i>	Develop clear routines, expectations, and procedures that are both school-wide and differentiated by grade level and by functional area.	Some of the REPs are more consistently being carried out across campus, but there is still much room for improvement. Some of the REPs are not consistently implemented, with fidelity, by all teachers. I wonder if it might feel hard for some teachers to hold students accountable for some REPs due to lack of confidence or awareness of the importance of helping students feel safe by creating consistent expectations and routines.
<i>Instruction</i>	Professional development plans, trainings, and meetings that are aligned with best practices, guaranteed and viable, and that can be implemented with fidelity in both school-wide and differentiated practices.	The Assistant Principals, Ms. Moloney, and I have met to come to agreement on approaches to curriculum, assessment, and training approaches for next year. I feel very good about it.

<i>Innovation</i>	Create opportunities and invite staff to pilot and “test and learn” different and new approaches to our instructional and non-instructional practices.	This is not a focus area for this year given other priorities that took up more capacity to address.
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Strategic Plan Updates

Two MWA Board members and I are working with MWF executive leadership and MWF Board members on a steering committee that is responsible for taking a critical look at the Strategic Plan.

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 2023_COO Board Report.pdf



Board Report

Chief Operating Officer

May 2023

Elizabeth Martinez

Chief Operating Officer

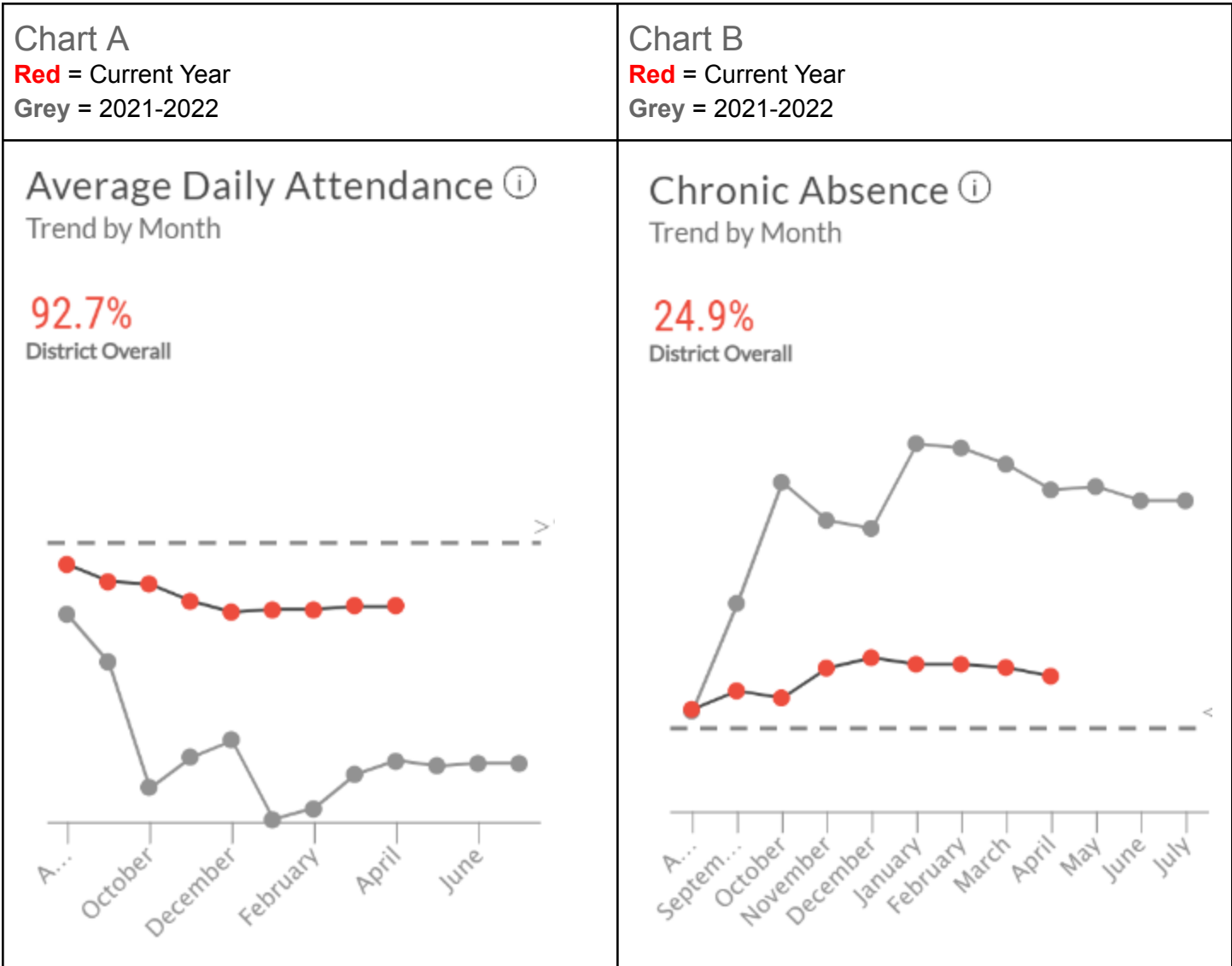
I am back in the swing of things! My first day back was Monday April 24th, the focus for this first week was to absorb as much information as possible and begin meeting with my team to understand where they are in their work. I asked all of them to reflect on their key successes, key challenges, unexpected items during my leave, and their priorities for the rest of the school year. ***While normally I provide a balance of wins and challenges, I am dedicating this report to my team and all that they did to keep MWA moving forward in my absence.***

Key Updates Since December 2022

- **Attendance rates have remained steady** (above 90% August-April). As of April 28th our average daily attendance is up 5.5% from last year (see chart A on page 2).
- **Chronic absenteeism rates have remained steady but still higher than we would like to** (see chart B on page 2). Unfortunately we have not been able to hire an attendance officer; one of my priorities this spring is to identify a potential alternative way of managing this work.
- **COVID rates have remained low and caused minimal disruption this year** although we have seen an increase in other illnesses (colds, flu, severe allergies, etc) which has been impactful at times to attendance for both students and staff. I am in the process of plugging back in with the COVID Safety Team to finalize plans for next year. Two immediate changes are:
 - We will continue to update the [website tracker](#) through the end of the school year every 2 weeks instead of weekly.
 - We plan to discontinue our indoor mask requirement on June 10th.
- **Our Director of School Operations completed a very comprehensive and compliant review of our Comprehensive School Safety Plan (CSSP)**. I included a summary of the process and changes on page 3.
- **Planning for the 2023-2024 school year is well underway!**
 - School Operations is in the final stages of the RFP process to secure a new food vendor, they are collecting feedback from staff and students to make a final decision for next year's vendor.
 - We were able to secure a new uniform vendor that we believe will be a better fit for our families.
 - Class scheduling is already in motion (much earlier than last year) and it is happening in collaboration with HR so that they can make sure teachers have the appropriate credentials/permits to teach the classes they are scheduled in.
 - Our Director of Student Support Systems is developing MWA's plan for Positive Behavioral Interventions and Supports ([PBIS](#)) and Multi-Tiered System of Support ([MTSS](#)) which will be implemented in the new school year. We believe that this shift will be able to support a wide range of students and still allow MWA to provide targeted support to those students who need it most.
- **Planning for our charter renewal has commenced**, we are tracking towards a renewal submission in the fall of 2023; our current charter expires June 30, 2024. We are closely monitoring the progress of [CA State Bill 739](#) which would grant us an automatic 1-2 year renewal - more to come on that.
- **WASC Mid-Cycle Visit was successfully completed**, we received minimal feedback from the visiting committee and it was largely in alignment with our self-identified grows and glows. The visiting committee asked if our report could be utilized as an exemplar (GO TEAM!).
- **Under the direction of our Temporary Director of Talent** we have seen some incredible movement in hiring for both the current school year and next school year. During my leave, ***we transitioned to a new applicant tracking system (ATS) which allows us to better track recruitment data and standardize all recruitment communications*** – all communication goes through the ATS now.
- **Key members of the Central Office collaborated to develop a policy that will support MWA with reducing the number of misalignments under CA Education Code**. The board is reviewing and hopefully approving this policy during the May board meeting. ***A HUGE thank you to Ms. Campbell, Ms. Saechao, Ms. Velarde, Ms. Moloney and Ms. Le for their fantastic work on this!***

May 2023

Attendance Data



May 2023

2023 Comprehensive School Safety Plan (CSSP) Overview

Process

- Convened Safety Planning Committee with required participant group representatives.
- Secured input from local first responders.
- Secured feedback from Safety Risk Assessor.
- Held a public meeting, invited Richmond Mayor, to collect feedback.
- Posted Public version (with redacted tactical response information) on MWA website and made available at front offices.

Summary of Changes

- Moved tactical response information to Appendixes to be more easily redacted for public view.
- Expanded introduction to note where the public document can be found, staff/faculty and student training on emergency procedures, and omission of tactical response information.
- Updated all contact information, names and contact numbers.
- Updated campus map.
- Added overview information to “SERT” section around types of drills held and drill feedback method for staff.
- Added information about inventory and tracking emergency food and water.
- For each drill type, added information about drill frequency.
- Added information in the “Fire” section on staff/faculty training that includes first aid for burns.
- Added Air Quality Response Chart.
- Added Power Outage Response Chart.
- Added Computer/Internet Use Policy.
- Expanded dress code information to include aspects related to safety, such as appropriate footwear and clothing.
- Added arrival/dismissal procedure table.
- Expanded information in Visitor Policy/Guidelines section to include front office screening procedures
- Updated information about campus signage for visitors
- Updated Incident Command Structure Chart
- Updated Evacuation map
- Added MWA Athletics Emergency Action Plan to Appendixes

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-04.17.23.pdf



Making Waves Academy March 2023 Financial Report

Dear Finance Advisory Committee Members,

At the end of March 2023, Making Waves Academy closed its books with \$6.45M in cash. Operations for MWA - "School" and MWA Central Office have been under budget for the month. MWA - "School" spent about \$2.57M, and MWA Central Office spent about \$349K in March 2023.

Year-to-Date

- The budget used for our comparisons is the board-approved 2nd interim budget.
- MWA - "School" finished \$1.18M or 6% under budget, and MWA Central Office finished \$110K or 4% under budget.
- Government Revenues only - We received \$12.24M compared with \$10.22M last year. The increased income is from one-time state funding of the Expanded Learning Opportunity (ELO) Grant, Expanded Learning Opportunity (ELO-P) Program, Educator Effectiveness Grant, A-G Completion Improvement Grant, and the Teacher Residency Expansion Grant.
- There were 19 Full-Time Equivalent (FTE) unfilled positions by the end of March. The unfilled positions comprised 9 teachers, 3 onsite substitutes, and 7 Full-Time Equivalent (FTE) non-teaching staff.

MWA - "School"

1. The YTD savings of \$1.17M on salaries and benefits are due to the following:
 - a. 15 Full-Time Equivalent (FTE) unfilled positions.
 - b. Timing of paying out the planning & grading, extra work, and other stipends to staff.
 - c. Savings from onboarding staff at a later date than budgeted.
2. Budget savings totaling \$56K are from supplies expenses, including textbooks, core curricula materials, instructional and office supplies, custodial supplies, and computers and IT supplies.
3. Contract services are over \$47K due to the following:
 - a. Utilities - Gas and Electric was over by \$63K due increase in rates and extra gas usage due to weather change
 - b. Contracted substitutes were over by \$86K
 - c. The county's teacher induction cost and other contract services were over by \$23K
 - d. Savings from staff professional development and various contract services were about \$125K

MWA Central Office

1. In March, the YTD saving of \$114K for salaries and benefits are due to the following four unfilled positions:
 - a. HR Generalist
 - b. Director of Talent
 - c. Outreach and Marketing Coordinator
 - d. Project Manager
2. Supplies and Contract Services expenses were overspent by \$4K, mainly due to the Legal research on various issues we have.



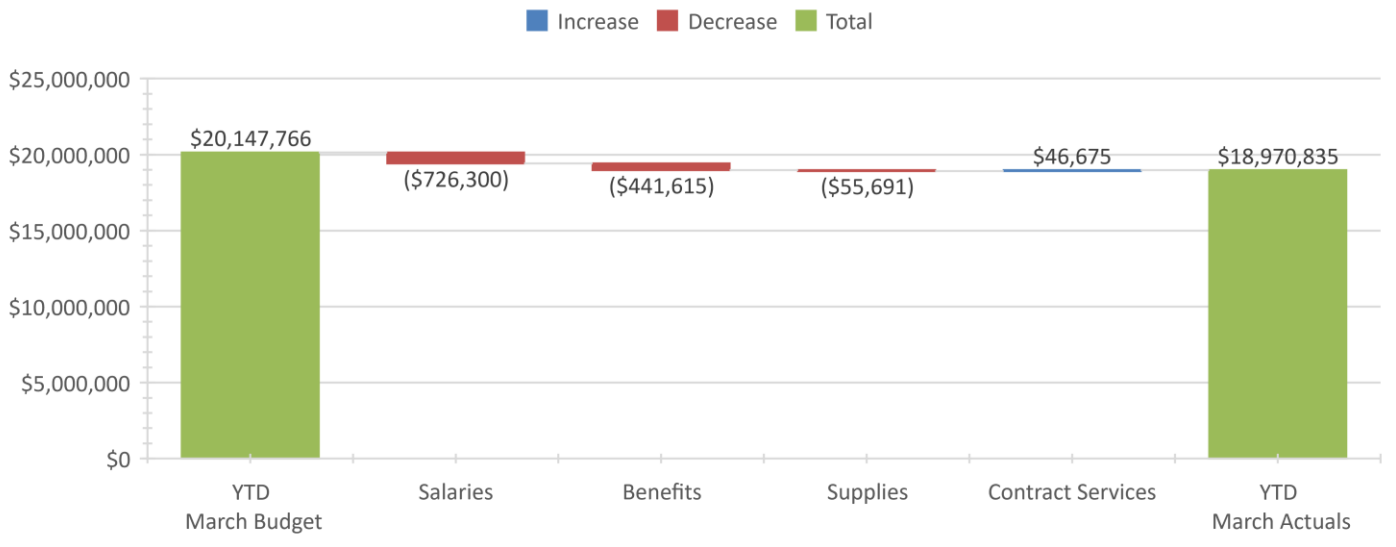
We wrapped up the month of March with the same spending trends as the previous month and are working to finalize the FY24 preliminary budget to be presented to the committee in April. The recent banking crisis of Silicon Valley Bank affected many other small and medium banks in the US. In the wake of the situation, we verified our bank accounts with Bridge Bank to ensure operations were unaffected. In addition, we have enrolled our accounts with the Insured Cash Sweep (ICS) service to have FDIC protection on all of our cash. In the meantime, we are reviewing our options to ensure a better safeguard and return for our high cash reserves. 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, 2023.

State and Local Payment Schedule:

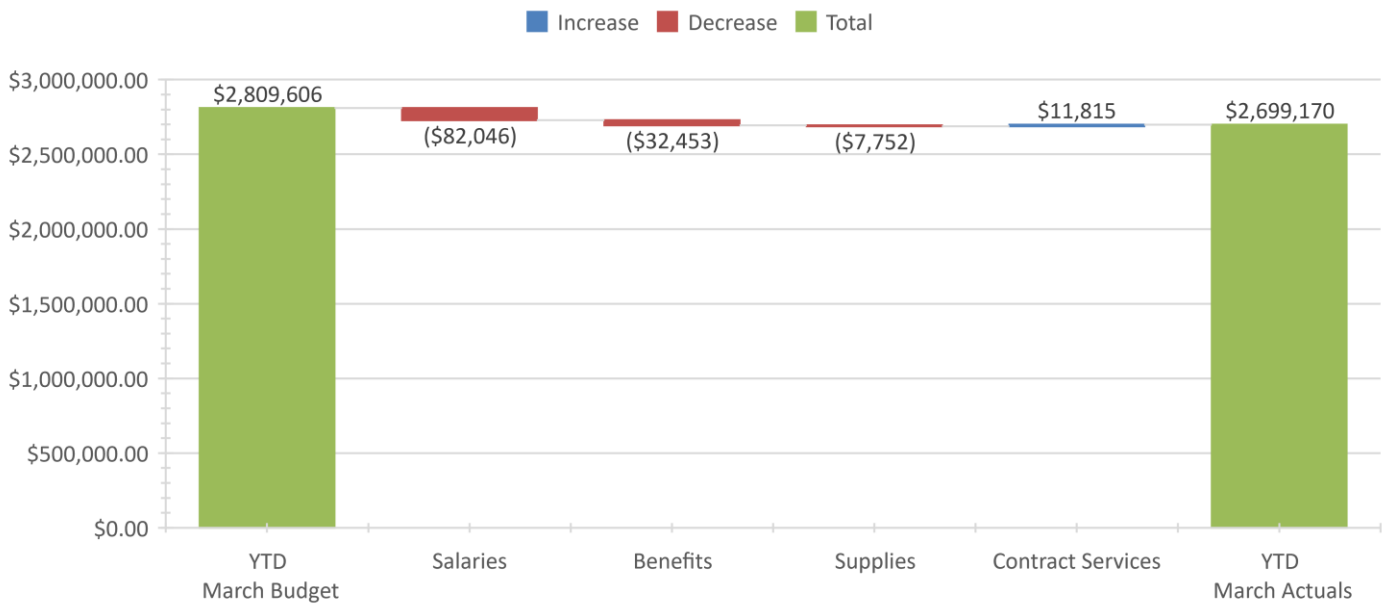
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June (Deferred to July/August)
State Aid, LCFF, and State SPED	5%	5%	9%	9%	9%	9%	9%	20% of balance due	20% of balance due	20% of balance due	20% of balance due	20% of balance due
Property Tax	10%	6%	12%	8%	8%	8%	8%	8%	8%	8%	8%	8%



*YTD Expenses (July - March 2023)
Budget to Actual Reconciliation - MWA - "School"*



*YTD Expenses (July - March 2023)
Budget to Actual Reconciliation - MWA Central Office*



**MWA - "School" YTD Actuals vs. Budget
March 2023**

	A	B	C	D	E	F	G
1	MWA - "School" FY2023 Spending Budget Tracking Report		Monthly Executive Summary				
2	Actuals vs. Cycled Budget		1. Spending -6% under budget				
3			2. Budgeted teachers and staff vacancies are not fully filled				
4							
5							
6	MWA Spending Budget	2nd Interim Budget FY2023	07.01.22 - 03.31.23- Actuals	07.01.22 - 03.31.23- 2nd Interim Budget	Variance	% Variance	Notes
7	1100 - Teacher Salaries	4,738,652	3,238,874	3,580,539	(341,665)	-10%	Variance from the following: • 9 teacher vacancies • Timing of paying stipends, i.e. coordinator stipends, content lead stipends, and etc.
8	1103 - Substitute Teacher Salaries	785,071	538,049	588,803	(50,754)	-9%	Variance from 3 substitute teacher vacancy
9	1200 - Certificated Pupil Support	656,869	477,064	482,546	(5,482)	-1%	
10	1300 - Certificated Supervisor & Administrator Salaries	1,153,265	767,673	843,687	(76,014)	-9%	Variance from the following: • Savings from Extended Day & Enrichment Coordinator going on medical leave • Dean of Student vacancy
11	1409 - Special Temporary COLA	1,704,313	1,218,813	1,278,235	(59,422)	-5%	Savings from vacancies
12	1900 - Certificated Other Salaries	447,090	330,760	328,439	2,321	1%	
13	2100 - Classified Instructional Aide Salaries	864,343	644,749	634,960	9,789	2%	
14	2200 - Classified Support Staff Salaries	857,848	528,576	664,556	(135,980)	-20%	Variance from the following vacancies: • 2 Campus Supervisors • Lead Campus Supervisor • Savings from onboarding 2 campus supervisors on a later date
15	2300 - Classified Supervisor & Administrator Salaries	559,688	401,289	411,155	(9,866)	-2%	
16	2400 - Classified Clerical and Office Salaries	783,904	533,487	575,868	(42,381)	-7%	Variance from the following vacancies: • Desktop Support/AV Technician • Attendance Office
17	2900 - Classified Other Salaries	269,214	180,922	197,769	(16,847)	-9%	Variance from timing of paying the seasonal coaches converted from contract services
18	Total Salaries	12,820,257	8,860,256	9,586,557	(726,301)	-8%	
19	3101 - State Teachers Retirement System (STRS)	1,565,204	981,107	1,159,123	(178,016)	-15%	
20	3301 - Social Security and Medicare	435,837	277,157	319,900	(42,743)	-13%	Variance from vacancies
21	3401 - Health & Welfare Benefits	1,844,389	1,212,517	1,383,292	(170,775)	-12%	
22	3501 - Unemployment Insurance	69,683	62,465	69,483	(7,018)	-10%	
23	3601 - Workers Comp Insurance	167,958	129,788	125,710	4,078	3%	
24	3701 - 403(B) Retirement Match	105,042	40,292	77,166	(36,874)	-48%	Less staff taking advantage of 403(B) matching plan
25	3999 - Accrued Paid Time Off	62,091	33,317	43,583	(10,266)	-24%	

**MWA - "School" YTD Actuals vs. Budget
March 2023**

	A	B	C	D	E	F	G
6	MWA Spending Budget	2nd Interim Budget FY2023	07.01.22 - 03.31.23- Actuals	07.01.22 - 03.31.23- 2nd Interim Budget	Variance	% Variance	Notes
26	Total Benefits	4,250,204	2,736,643	3,178,257	(441,614)	-14%	
27	Total Salaries & Benefits	17,070,461	11,596,899	12,764,814	(1,167,915)	-9%	
28							
29	4100 - Approved Textbooks and Core Curricula Mater	158,000	105,464	120,000	(14,536)	-12%	
30	4200 - Books and Other Reference (Faculty and Staff	11,000	458	11,000	(10,542)	-96%	
31	4315 - Custodial Supplies	50,000	28,050	36,631	(8,581)	-23%	
32	4325 - Instructional Materials & Supplies	333,659	249,679	254,237	(4,558)	-2%	
33	4330 - Office Supplies	3,800	298	2,681	(2,383)	-89%	
34	4410 - Furniture, Equipment & Supplies (non-capitaliz	72,000	22,841	23,000	(159)	-1%	
35	4420 - Computers and IT Supplies (non-capitalized)	211,022	86,065	99,393	(13,328)	-13%	
36	4710 - Student Food Services	415,000	285,899	287,271	(1,372)	0%	
37	4910 - Emergency Supplies	14,450	14,218	14,450	(232)	-2%	
38	4990 - Contingency	7,000	-	-	-	-100%	
39	Total Supplies	1,275,931	792,972	848,663	(55,691)	-7%	
40	5210 - Conference and Professional Development	88,723	90,780	74,964	15,816	21%	CCCOE Teacher Induction cost
41	5215 - Travel - Mileage, Parking, Tolls	11,625	2,639	9,457	(6,818)	-72%	
42	5220 - Travel - Airfare & Lodging	43,425	22,956	29,100	(6,144)	-21%	
43	5225 - Travel - Meals	26,800	2,159	18,836	(16,677)	-89%	
44	5305 - Professional Dues & Memberships	25,100	6,235	20,684	(14,449)	-70%	
45	5421 - General Liability Insurance	476,925	365,184	365,184	-	0%	
46	5510 - Utilities - Gas and Electric	495,500	482,176	419,147	63,029	15%	Increase in rates and extra gas usage due to the change of weather and waiting for solar electric generation credit
47	5515 - Janitorial and Gardening Services	602,862	437,230	437,230	-	0%	
48	5525 - Utilities - Waste	60,000	43,224	45,107	(1,883)	-4%	
49	5530 - Utilities - Water	96,000	41,343	42,159	(816)	-2%	
50	5605 - Equipment Leases and Rentals	148,800	98,360	100,179	(1,819)	-2%	
51	5610 - Occupancy Rent	1,840,838	1,380,629	1,380,627	2	0%	
52	5612 - Facilities Use Fees	21,500	12,810	12,363	447	4%	
53	5615 - Repairs and Maintenance - Building	281,000	174,280	174,304	(24)	0%	
54	5617 - Repairs and Maintenance - Non-computer Equ	5,000	2,881	5,000	(2,119)	-42%	
55	5618 - Repairs & Maintenance - Auto	18,500	9,092	18,500	(9,408)	-51%	
56	5806 - County Oversight Fees	107,000	-	-	-	-100%	
57	5810 - Contracted Services	657,717	212,664	219,389	(6,725)	-3%	
58	5810.001 - Food Service Administration	1,000	-	-	-	-100%	
59	5810.003 - Student Transportation	252,500	155,788	158,748	(2,960)	-2%	
60	5810.004 - Intervention & Consultation	82,500	60,000	60,000	-	0%	

**MWA - "School" YTD Actuals vs. Budget
March 2023**

	A	B	C	D	E	F	G
		2nd Interim Budget FY2023	07.01.22 - 03.31.23- Actuals	07.01.22 - 03.31.23- 2nd Interim Budget	Variance	% Variance	Notes
6	MWA Spending Budget						
61	5810.005 - Psychological Services	653,065	501,654	501,654	-	0%	
62	5810.006 - Substitute Teachers	115,000	172,207	86,358	85,849	99%	Utilized more contract subs than anticipated due to staff being out
63	5810.007 - Interscholastic - Coaches	-	-	-	-	-100%	
64	5810.008 - Information Technology	842,350	705,570	712,657	(7,087)	-1%	
65	5811 - Student Exams Fees	17,000	1,615	1,608	7	0%	
66	5821 - Printing and Reproduction	32,000	31,649	31,130	519	2%	
67	5840 - Study Trip - Entrance, Admission, & Ticket Fee	49,200	8,804	15,062	(6,258)	-42%	
68	5850 - Staff Recruitment	2,000	-	919	(919)	-100%	
69	5851 - Continuing Education Support	112,750	102,500	112,750	(10,250)	-9%	
70	5897 - Special Education	569,290	362,773	373,075	(10,302)	-3%	
71	5898 - Use Tax	1,000	-	1,000	(1,000)	-100%	
72	5905 - Company Cell Phones	35,200	33,016	28,796	4,220	15%	
73	5910 - Internet	138,600	41,673	56,185	(14,512)	-26%	
74	5915 - Postage and Delivery	22,000	17,472	16,249	1,223	8%	
75	5920 - Landlines and Office Based Phones	7,800	5,718	4,885	833	17%	
76	6900 - Depreciation and Amortization	25,000	13,650	18,750	(5,100)	-27%	
77	INCO.EXP - 5895 MWAS (Central Office) Fees	1,309,643	982,233	982,233	-	0%	
78	Total Contract Services	9,275,213	6,580,964	6,534,289	46,675	1%	
79							
80	Total Salaries & Benefits	17,070,461	11,596,899	12,764,814	(1,167,915)	-9%	
81	Total Supplies	1,275,931	792,972	848,663	(55,691)	-7%	
82	Total Contract Services	9,275,213	6,580,964	6,534,289	46,675	1%	
83	Total Expenses	27,621,605	18,970,835	20,147,766	(1,176,931)	-6%	

MWA Central Office YTD Actuals vs. Budget
March 2023

	A	B	C	D	E	F	G
1	MWA Central Office FY2023 Spending Budget Tracking Report		Monthly Executive Summary				
2	Actuals vs. Cycled Budget		1. Spending -4% under budget				
3			2. Spending is on track on non-personnel expenses				
4							
5							
6	MWAS (Central Office) Spending Budget	2nd Interim Budget FY2023	07.01.22 - 03.31.23- Actuals	07.01.22 - 03.31.23- 2nd Interim Budget	Variance	% Variance	Notes
7	1409 - Special Temporary COLA	193,000	136,000	144,750	(8,750)	-6%	
8	2300 - Classified Supervisor & Administrator Salaries	1,967,939	1,395,046	1,456,692	(61,646)	-4%	Variance from the following: • HR Generalist Vacancy • Director of Talent Vacancy
9	2400 - Classified Clerical and Office Salaries	168,138	111,867	123,517	(11,650)	-9%	
10	Total Salaries	2,329,077	1,642,913	1,724,959	(82,046)	-5%	
11	3101 - State Teachers Retirement System (STRS)	68,508	48,757	50,896	(2,139)	-4%	
12	3301 - Social Security and Medicare	149,656	95,552	109,940	(14,388)	-13%	
13	3401 - Health & Welfare Benefits	269,606	235,917	202,204	33,713	17%	Variance from employees changing to from single to family plan and rate increase due to age
14	3501 - Unemployment Insurance	12,668	11,518	12,668	(1,150)	-9%	
15	3601 - Workers Comp Insurance	30,279	23,427	22,710	717	3%	
16	3701 - 403(B) Retirement Match	71,095	50,365	52,228	(1,863)	-4%	
17	3999 - Accrued Paid Time Off	49,923	(12,302)	35,042	(47,344)	-135%	Variance due to employee resignations with PTO paid out, balance will average out as staff takes PTO through out the year
18	Total Benefits	651,735	453,234	485,688	(32,454)	-7%	
19	Total Salaries & Benefits	2,980,812	2,096,147	2,210,647	(114,500)	-5%	
20							
21	4200 - Books and Other Reference (Faculty and Staff	1,400	-	1,400	(1,400)	-100%	
22	4330 - Office Supplies	12,900	7,298	9,101	(1,803)	-20%	
23	4390 - Other Food	1,500	-	-	-	-100%	
24	4410 - Furniture, Equipment & Supplies (non-capitaliz	1,000	-	1,000	(1,000)	-100%	
25	4420 - Computers and IT Supplies (non-capitalized)	19,450	8,930	12,479	(3,549)	-28%	
26	4990 - Contingency	30,000	-	-	-	-100%	
27	Total Supplies	66,250	16,228	23,980	(7,752)	-32%	
28	5210 - Conference and Professional Development	26,000	3,759	10,468	(6,709)	-64%	
29	5215 - Travel - Mileage, Parking, Tolls	3,100	435	2,522	(2,087)	-83%	
30	5220 - Travel - Airfare & Lodging	7,000	4,960	4,690	270	6%	
31	5225 - Travel - Meals	3,200	613	2,966	(2,353)	-79%	
32	5305 - Professional Dues & Memberships	31,250	24,471	25,752	(1,281)	-5%	

MWA Central Office YTD Actuals vs. Budget
March 2023

	A	B	C	D	E	F	G
		2nd Interim Budget FY2023	07.01.22 - 03.31.23- Actuals	07.01.22 - 03.31.23- 2nd Interim Budget	Variance	% Variance	Notes
6	MWAS (Central Office) Spending Budget						
33	5605 - Equipment Leases and Rentals	6,200	3,109	5,424	(2,315)	-43%	
34	5803 - Accounting Fees	30,000	30,896	27,809	3,087	11%	
35	5804 - Legal Fees	85,000	87,214	68,503	18,711	27%	
36	5810 - Contracted Services	311,950	235,221	228,913	6,308	3%	
37	5810.002 - Student Information & Assessment	66,800	43,903	44,004	(101)	0%	
38	5810.004 - Intervention & Consultation	1,000	-	-	-	-100%	
39	5810.005 - Psychological Services	1,000	-	-	-	-100%	
40	5810.008 - Information Technology	100,004	35,462	36,438	(976)	-3%	
41	5820 - Recruiting - Students	10,000	-	-	-	-100%	
42	5821 - Printing and Reproduction	2,500	-	2,432	(2,432)	-100%	
43	5850 - Staff Recruitment	92,250	65,928	62,376	3,552	6%	
44	5851 - Continuing Education Support	15,000	-	-	-	-100%	
45	5853 - Payroll Processing Fees	63,000	36,851	42,884	(6,033)	-14%	
46	5905 - Company Cell Phones	7,500	10,747	6,135	4,612	75%	
47	5915 - Postage and Delivery	4,800	3,214	3,546	(332)	-9%	
48	5992 - Bank fees (not interest charges)	500	12	117	(105)	-90%	
49	Total Contract Services	868,054	586,795	574,979	11,816	2%	
50							
51	Total Salaries & Benefits	2,980,812	2,096,147	2,210,647	(114,500)	-5%	
52	Total Supplies	66,250	16,228	23,980	(7,752)	-32%	
53	Total Contract Services	868,054	586,795	574,979	11,816	2%	
54	Total Expenses	3,915,116	2,699,170	2,809,606	(110,436)	-4%	

Making Waves Academy
FY2023

	A	B	C	D
1		Making Waves Academy		
2		Statement of Financial Position		
3				
4				
5				
6				
7		06/30/2022	03/31/2023	
8		Actual	Actual	Period Diff
9	Assets			
10	Current Assets			
11	Cash and Cash Equivalents			
12	9120.100 - *2535 BB Operating	5,105,708	170,625	4,935,083
13	9120.101 - *5882 BB ZBA Payroll	(202,129)	(277,127)	74,998
14	9120.102 - *5358 BB ICS	-	6,322,915	(6,322,915)
15	9120.300 - *3822 MWA Chase - Operations Cash	83,729	88,886	(5,157)
16	9120.301 - *3798 MWA Chase - Fundraising and Club Monies	117,888	147,717	(29,829)
17	Total Cash and Cash Equivalents	5,105,196	6,453,016	(1,347,820)
18	Accounts Receivable, Net			
19	Accounts Receivable			
20	9210 - Accounts Receivable (not grants or pledges)	4,099,454	167,839	3,931,615
21	Total Accounts Receivable	4,099,454	167,839	3,931,615
22	Total Accounts Receivable, Net	4,099,454	167,839	3,931,615
23	Other Current Assets			
24	Prepaid Expenses			
25	9331 - Prepaid and Deposits - Current Portion (non-employee)	310,496	388,449	(77,953)
26	Total Prepaid Expenses	310,496	388,449	(77,953)
27	Total Other Current Assets	310,496	388,449	(77,953)
28	Total Current Assets	9,515,146	7,009,304	2,505,842
29	Long-term Assets			
30	Property & Equipment			
31	9460 - Leasehold Improvements	435,813	435,813	-
32	9470 - Vehicles	22,400	22,400	-
33	9461 - AD - Leasehold Improvements	(148,118)	(161,768)	13,650
34	9471 - AD - Vehicles	(22,400)	(22,400)	-
35	Total Property & Equipment	287,695	274,045	13,650
36	Total Long-term Assets	287,695	274,045	13,650
37	Total Assets	9,802,841	7,283,349	2,519,492

Making Waves Academy
FY2023

	A	B	C	D
1		Making Waves Academy		
2		Statement of Financial Position		
3				
4				
5				
6				
7		06/30/2022	03/31/2023	
8		Actual	Actual	Period Diff
38	Liabilities and Net Assets			
39	Liabilities			
40	Short-term Liabilities			
41	Accounts Payable			
42	9500 - Accounts Payable	848,453	340,737	507,716
43	9500.999 - Employee Expense Payables	23,398	1,004	22,394
44	9520.497 - CC*6315 Chase	33,678	52,027	(18,349)
45	Total Accounts Payable	905,529	393,768	511,761
46	Accrued Liabilities			
47	9601 - Payroll Liabilities	282,319	-	282,319
48	9602 - Benefits Liabilities	72,641	20,659	51,982
49	9603 - Accrued Paid Time Off Liability	522,582	543,597	(21,015)
50	9620 - Funds Held for Others (Student Groups and Agencies)	25,272	20,094	5,178
51	9625 - Funds Held for Chromebook	70,740	53,099	17,641
52	9630 - Funds Held for Summer Holdback	281,164	252,691	28,473
53	Total Accrued Liabilities	1,254,718	890,140	364,578
54	Deferred Revenue	651,790	1,277,324	(625,534)
55	Total Short-term Liabilities	2,812,037	2,561,232	250,805
56	Total Liabilities	2,812,037	2,561,232	250,805
57				
58	Net Assets			
59	9800 - Equity			
60	Beginning Net Assets*	5,683,834	6,990,804	(1,306,970)
61	Change In Net Assets**	1,306,970	(2,268,687)	3,575,657
62	Total Net Assets	6,990,804	4,722,117	2,268,687
63	Total Liabilities and Net Assets	9,802,841	7,283,349	2,519,492
64				
65				
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	2nd Interim Budget FY2023	07.01.22 - 03.31.23 - Actuals	07.01.22 - 03.31.23 2nd Interim Budget	Variance	% Variance	Notes
7	Revenue						
8	8011 - State Aid - General Apportionment	7,212,388	4,237,314	4,237,317	3	0%	
9	8012 - Prop 30 - Education Protection Account Entitlement	2,999,852	1,402,523	1,402,523	-	0%	
10	8096 - In Lieu of Property Taxes	3,218,602	2,384,334	1,745,446	(638,888)	-37%	
11	8181 - Federal - Special Education	140,500	-	-	-	0%	
12	8220 - Federal - Child Nutrition Programs	299,487	133,267	133,265	(2)	0%	
13	8230 - Federal - American Rescue Plan - Homeless Children and Youth II	3,000	1,668	1,668	-	0%	
14	8262 - Federal - Elementary and Secondary School Relief II (ESSER II)	454,353	275,096	275,096	-	0%	
15	8263 - Federal - Elementary and Secondary School Relief III (ESSER III)	400,000	354,206	354,206	-	0%	
16	8290 - Federal - Title I - Basic Grant	373,608	324,050	324,050	-	0%	
17	8295 - Federal - Title II - Teacher and Principal Training	50,714	25,346	25,346	-	0%	
18	8296 - Federal - Title III - LEP	42,908	21,454	21,454	-	0%	
19	8297 - Federal - Title IV, Part A - Student Support	23,000	22,263	22,263	-	0%	
20	8311 - State - Special Education	852,472	610,731	594,375	(16,356)	-3%	
21	8312 - State - Special Education - Level 1 Mental Health Funding	-	40,172	-	(40,172)	0%	
22	8313 - State - Special Education - Level 2 Mental Health Funding	53,300	-	-	-	0%	
23	8314 - State - Special Education - Level 3 Mental Health Funding	43,008	-	-	-	0%	
24	8319 - State - Other Revenues - Prior Years	1,244,097	179,135	166,067	(13,068)	-8%	
25	8520 - State - Child Nutrition Programs	180,961	91,967	77,680	(14,287)	-18%	
26	8525 - State - Expanded Learning Opportunities Grant	207,393	205,158	205,158	-	0%	
27	8526 - State - Expanded Learning Opportunities Program	332,310	710,303	332,310	(377,993)	-114%	
28	8527 - State - Educator Effectiveness	80,527	241,580	80,527	(161,053)	-200%	
29	8528 - State - A-G Completion Improvement Grant	96,154	291,377	96,154	(195,223)	-203%	
30	8529 - State - One-Time Block Grant	-	-	-	-	0%	
31	8530 - State - Teacher Residency Expansion Grant	125,000	315,000	125,000	(190,000)	-152%	
32	8545 - State - School Facilities	1,280,787	-	-	-	0%	
33	8550 - State - Mandate Block Grant	28,751	31,151	28,751	(2,400)	-8%	
34	8560 - State - Lottery	246,385	83,431	83,431	-	0%	
35	8590 - State - Other Revenue	-	-	-	-	0%	
36	8592 - State - After School Program Grant	-	-	-	-	0%	
37	8595 - State - Ethnic Studies	-	11,888	-	(11,888)	0%	
38	8621 - Local - Parcel Taxes	307,815	244,179	244,179	-	0%	
39	8808 - Realized Gains/Losses on Investments	-	512	-	(512)	0%	
40	8810 - Dividend Income	-	28	-	(28)	0%	
41	8980 - Contributions - Unrestricted	1,200,000	1,176,531	1,176,273	(258)	0%	
42	8981 - John Regina Scully (JRS)	8,664,706	5,000,000	5,000,000	-	0%	
43	8986 - School Supply Fund Donations	6,000	-	-	-	0%	
44	8988 - In-Kind Donations	9,000	4,421	4,155	(266)	-6%	
45	8990 - Contributions - Restricted	100,000	-	-	-	0%	
46							
47							
48	Total Revenues	30,277,078	18,419,085	16,756,694	(1,662,391)	-10%	
49							
52	YTD Revenue Non-SRE						
140							
141	MWA Non-SRE Revenue						
142							
143	Total Governmental Revenue	20,297,372	11,981,526				
144	Total Grants and non-SRE donations	1,315,000	1,180,952				
145	Total external sources of revenue	21,612,372	13,162,478				
146							
147	Cumulative Revenues		13,162,478				
148	% of FY2023 Annual budget		61%				
149							
150							
151	Total student count (EOM) - 96% ADA		1079				
152							
153	Governmental revenue/student		\$11,104				
154	Grants and non-SRE donations/student		\$1,094				
155	Total external revenues per student		\$12,198				

**Cash Flow Projection
2022-23**

	A	E	F	G	H	I	J	K	L	M	N	O	P	AL
9		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimate	Estimate	Estimate	Estimate
10	Descriptions	Jul-22	Aug-22	Sep-22*	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23*	Apr-22	May-23	Jun-23**	Total
54	Beginning Cash	5,105,196	5,074,252	3,251,791	3,760,796	3,732,240	6,472,785	5,856,534	7,192,965	6,829,698	6,453,016	8,691,331	7,122,165	5,105,196
55	Cash In													
57	Government	1,345,937	449,430	490,886	1,635,002	938,158	874,788	2,905,981	1,658,264	1,996,374	2,686,031	1,033,244	3,602,443	19,616,538
58	Donation (Non-SRE)	5,516	2,249	439	259	1,100,330	36,586	13,229	17,540	4,804	524	634	132,891	1,315,000
59	Dividend & Realized Gains/Loss on Investments & Sale of Fixed Assets	-	-	-	-	-	512	28	-	-	-	-	-	540
60	JRSF	-	-	2,500,000	-	2,500,000	-	-	-	-	2,500,000	-	1,164,706	8,664,706
61	Total Cash In	1,351,453	451,679	2,991,325	1,635,261	4,538,488	911,886	2,919,238	1,675,804	2,001,178	5,186,555	1,033,877	4,900,039	29,596,784
62	Cash Out***													
64	MWA	1,335,503	2,037,917	2,292,839	1,853,085	2,070,920	1,963,666	1,980,688	1,990,394	2,464,482	2,605,932	2,187,167	3,267,151	26,049,747
65	MWAS (Central Office)	235,183	290,668	391,037	267,344	324,690	315,197	261,686	267,227	367,313	422,539	342,844	518,703	4,004,431
66	Total Cash Out	1,570,686	2,328,585	2,683,876	2,120,429	2,395,610	2,278,863	2,242,374	2,257,621	2,831,795	3,028,471	2,530,011	3,785,854	30,054,178
67	Net Change In Cash (In - Out)	(219,233)	(1,876,906)	307,449	(485,168)	2,142,878	(1,366,977)	676,864	(581,817)	(830,617)	2,158,084	(1,496,134)	1,114,185	(457,394)
113	Net Change in Cash from Operating Activities	(30,944)	(1,822,461)	509,006	(28,556)	2,740,545	(616,252)	1,336,432	(363,268)	(376,682)	2,238,315	(1,569,166)	1,774,944	3,791,912
115	Ending Cash	5,074,252	3,251,791	3,760,796	3,732,240	6,472,785	5,856,534	7,192,965	6,829,698	6,453,016	8,691,331	7,122,165	8,897,108	8,897,108
122	Date Needed			9/15/2022		11/15/2022					4/15/2023		6/15/2023	
125	Notes:													
126	*Three payrolls Funded													
128	** June funding estimate is based on Board approved budget in June 2023 and likely to change according to actuals.													
130	***Does not include non-cash items (i.e.: vacation, depreciation, and MWAS (Central Office) Fees to school)													

Coversheet

Parent-Student/Guardian Handbook for 2023-24

Section: IV. Action Items
Item: A. Parent-Student/Guardian Handbook for 2023-24
Purpose: Vote
Submitted by: Carmen Velarde
Related Material: MWA Student Handbook 2023-2024-4.26.23.pdf

BACKGROUND:

The main changes are:

1. Created a new "Student Wellness" section and moved all applicable content to that section
2. Updated Visitor policy
3. Added a form for Directory information disclosure opt-out
4. Added a Notification of Rights Under the Protection of Pupil Rights Amendment (PPRA) (Appendix P)

RECOMMENDATION:

Approve the Handbook for AY 2023-24



Making Waves Academy
Student-Parent/Guardian Handbook
2023-2024

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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

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 [Student-Parent/Guardian Acknowledgment Form \(Appendix A\)](#) and the [Parent/Guardian and Student Commitment Form \(Appendix B\)](#)

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 [Student-Parent/Guardian Acknowledgment Form \(Appendix A\)](#) and the [Parent/Guardian and Student Commitment Form \(Appendix B\)](#)

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 2023-2024:

Grade	Math	English	Science	History and Social Science	Foreign Language	Health and Wellness	Art	Electives and Support
9th	Algebra I	English I	Earth and Space Science		Spanish I	Health and Wellness I	Fundamentals of Art	RSP Support
	Geometry		CTE: Introduction to Health Science					Beginning Band
10th	Geometry	English II	Biology	World History	Spanish II	Health and Wellness II	Fundamentals of Art	RSP Support
	Algebra II		CTE: Introduction to Health Science	AP Psychology	Spanish II Advanced		Advanced Art	
			CTE: Medical Terminology (Concentrator)				Ceramics	
11th	Algebra II	English III	Biology	World History	Spanish III	Health and Wellness II	Fundamentals of Art	RSP Support
	Pre-Calculus	AP English Language and Composition	Modern Physics and Chemistry	AP United States History			Advanced Art	
	Principles of Finance		CTE: Introduction to Health Science	AP Psychology			Ceramics	
	AP Statistics		CTE: Medical Terminology (Concentrator)					
12th	Algebra II	CSU Expository	Biology	United States	Spanish III	Health and Wellness II	Fundamentals of Art	RSP Support
	Pre-Calculus	Reading and Writing	Modern Physics and Chemistry	Government, and Economics	AP Spanish Language and Culture		Advanced Art	
	Principles of Finance	AP English Language and Composition	CTE: Introduction to Health Science	AP United States Government			Ceramics	
	AP Statistics		CTE: Medical Terminology (Concentrator)					
	AP Calculus AB		CTE: Advanced Patient Care (Capstone)					

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
Elective	Art	Art/ Elective	Health and Wellness

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 generate an answer or 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.

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. Therefore, 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, DARK BLUE, or SKY BLUE collared sport shirt ("polo") or button-down collared dress shirt
 - College t-shirts or sweaters on "College Friday"
 - T-shirts that are given out from MWA for achievement/recognition or approved "Wave-level" shirts
 - Long-sleeve undershirts are acceptable (neutral solid colors only)
- **Sweaters:** Uniform colors or neutral-colored cardigans or sweater vests
- **Sweatshirts:** V-neck, plain uniform colors or neutral-colored. If hooded sweatshirts are worn they must be plain and the hoods must be removed from the students' heads inside the buildings when on campus.
- **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 or lanyards
 - 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 a college-going culture. 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 & 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

<p>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.</p> <p>Staff Oversight: Teachers</p> <p><u>Procedural Infraction Examples:</u></p> <ul style="list-style-type: none"> ● 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 & Community*)

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 & Public Displays of Affection (PDA)
- 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, cheating, and plagiarism

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 & Community*)

Behaviors that demonstrate the lack of respect of an orderly learning environment.

Note: These are behaviors that typically do not pose a threat to the student or teacher but could in some instances.

Staff Oversight: Teachers, Dean of Students, Assistant Principal, Principal or Principal Designee

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 MWA) ● 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 • 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 disruptive infractions may result in a recommendation for expulsion from MWA
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Behavior Infraction Category: Level 4, Aggressive: (Core Value Connection: **Respect & Community**)

Behaviors that threaten the physical and/or mental safety and well-being of the school community and/or are illegal.

Staff Oversight: Dean of Students is the primary respondent with support from the Assistant Principal, Principal, or Principal Designee.

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

<ul style="list-style-type: none"> ● 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) ● 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"> ● 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 ● 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 MWA) ● 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"> ● 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 ● 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 MWA)
<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 	<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 	<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

<ul style="list-style-type: none"> • 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"> • Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA 	<ul style="list-style-type: none"> • 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
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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, campus supervisor, 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](#).

In accordance with California SB 906, school officials are obligated to report any threat or perceived threats of homicide immediately to law enforcement. "Threat or perceived threat" means any writing or action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity. This may include possession, use, or depiction of firearms, ammunition, shootings, or targets in association with infliction of physical harm, destruction, or death in a social media post, journal, class note, or other media associated with the student. It may also include a warning by a parent, student or other individual. The report shall include copies of documented evidence of the threat. The investigation and threat assessment must include a search conducted at the school site, if justified by a reasonable suspicion that it would produce evidence related to the threat or perceived threat.

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.

Attendance & Re-enrollment

MWA's Absence/Tardy Line: 510-262-1511

It is imperative that each student be present, punctual, and prepared to participate in class. 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

Final Exams (finals)

The attendance policy for finals is different from the regular school attendance policy and students must be in uniform to take their finals.

Only two requests for absence* will be approved for missing a final exam:

1. Medical Emergency (formal documentation includes: verification letter, document from a hospital or doctor.)
2. Family Emergency (formal documentation includes: verification letter of immediate family member's hospitalization, police report or case numbers)

*In order for these requests to qualify as an excused absence from a final, student must submit formal documentation to the Dean of Students Office for approval by 5pm on the last day of finals. Students who are absent outside of these two reasons WILL NOT be allowed to make up their final exams.

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.
- Participation in a civic or political event, **provided** that the pupil notifies the school ahead of the absence. "Civic or political event" has been defined to include, but not be limited to, voting, poll working permitted protesting, strikes, public commenting, candidate speeches, political or civic forums, and town halls.

**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 or other authorized reason listed below. All early release requests must be verified by a parent/guardian, and in some cases, accompanied by formal documentation. MWA does not permit early release within the 30 minute period prior to the regular dismissal time. An exception to this policy may be granted by the Director of Student Services, Assistant Principal or designee.

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.cccoe.k12.ca.us/programs/for_educators/sarb

Involuntary Removal Process

No student shall be involuntarily removed by MWA for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five school days 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.

Readmission

Students are assumed to continue their enrollment at MWA (5th-12th grades) unless we receive notification from the parent or a new school that the student is transferring. MWA may ask families what their intent is for the next school year sometime in the spring. This helps us understand staffing levels and how many students we may bring off of our lottery enrollment waiting lists.

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. Violation of the arrival and/or dismissal policies is a Level 2 infraction.

	Days/Time	Procedure
Arrival (All grades)	<u>Monday through Friday:</u> 8:00am to 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, or pull into driveways along Lakeside. 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 8:00am, the designated arrival time
Dismissal (5th and 6th grade)	<u>Monday through Thursday:</u> 2:55pm to 3:25pm* <u>Regular AND Community Building Friday:</u> 1:55pm to 2:25pm*	<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 asked to leave 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 Front Office for pick-up.</i></p>
Dismissal (7th through 12th grade)	<u>Monday through Thursday:</u> 3:30pm to 4:00pm* <u>Regular AND Community Building Friday:</u> 2:35pm to 3:05pm*	<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 asked to leave 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 Front Office for pick-up.</i></p>

Expectations for Parents/Guardians & Students During Arrival & 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 10 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/picked up in designated on-campus areas ONLY through use of the Drive Loops; do not drop off/pick up in campus driveways, roadways or parking lots.
- Student drop-off/pick-up at any of the surrounding businesses (for example, the YMCA, post office, business park) 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.*

Bus Rights and Responsibilities*

MWA has temporarily suspended bus service. In the event this service resumes, the following policies apply. 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.

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.

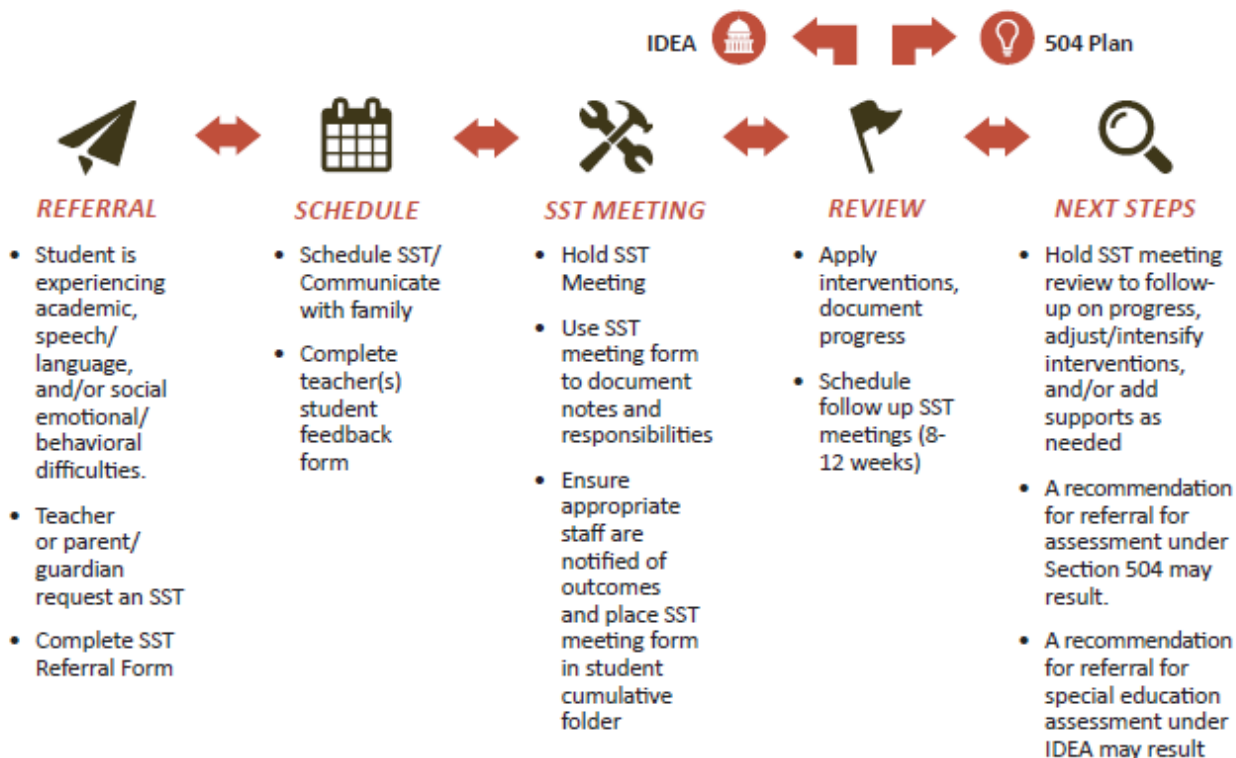
A student may be referred to the SST for:

- 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/>

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 at all times during and outside of regular school hours:

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/Walls/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 or walls. Violation of this safety policy is a Level 2 infraction.
- Not throw any objects through or over the fences, walls 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) during break periods. 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, except during designated team sports activities under faculty/coach supervision.
- 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 & 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, & 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.

Student Wellness

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.

Asthma Management and Medication Administration

In order to provide a safe and supportive environment, MWA in accordance with the California Education Code (Section 49422 *et seq.*) that applies to all students taking medication during school hours and includes medication prescribed for a student's illness or chronic health condition (i.e. asthma inhalers, antibiotics) and over-the-counter medications (e.g. acetaminophen, ibuprofen), requirements under the Student Medication at School section must be met prior to the administration of medication at school.

Parents/guardians of MWA students with asthma must notify the School Nurse of their child's condition, subsequent medication needs, and complete the Medication Authorization Form regarding storage of inhalers on campus and whether students are fit to self-administer asthma medication during the school day.

Student Medications at School

Administration of medication should be arranged to be taken outside of school hours whenever possible.

A MWA Medication Authorization Form (available in the nurse's and front offices) must be completed by BOTH the parent/guardian AND the healthcare provider for all medications taken at school, including prescription medications and medications purchased over the counter (OTC). The form must be completed annually and must include:

- Medication Name, Medication Dosage, Time Schedules, and Route of Administration

The completed Medication Authorization Form must be returned to MWA prior to the administration of medication at school.

- Parents/Guardians must provide the medication in a pharmacy-labeled or original container/dispenser.

- Parents/Guardians must deliver the medication to the school personally or send it with a designated adult. Please contact the MWA school nurse for exceptions.
- Medications may be administered at school according to the healthcare provider's instructions by:
 - The school nurse or a designated trained staff member;
 - The parent/guardian or designee who may come to school to administer the medication on a pre-arranged schedule.
 - The student, who under certain circumstances, may self-administer medication, as indicated by the Medication Authorization Form.
- Parents/guardians will be notified prior to the end of the school year to retrieve their child's medication(s). Medications not retrieved will be properly disposed of by school staff.

CA Education Code 49468.2 authorizes the administration of emergency anti-seizure medication. If a physician has prescribed emergency anti-seizure medication for seizure control for your child, notify MWA school nurse so that the proper paperwork is completed and personnel can be identified and trained to administer the emergency anti-seizure medication.

CA Education Code 49414 authorizes school districts to provide emergency epinephrine auto-injectors to school nurses or trained personnel who have volunteered to use such injectors to respond to emergency allergic reactions.

Management of Lice and Outbreaks

In order to remain consistent with recommendations provided by the California Education Code (48210-48213), California Department of Public Health, guidelines from the Centers of Disease Control, and policies set forth by the West Contra Costa Unified School District, MWA follows a "no live lice" policy.

1. If faculty or staff suspect a student may have lice, they must refer the student to the school nurse for further evaluation. The school nurse will examine the student for any signs or symptoms of live lice.
 - a. It is essential to protect the privacy of any student identified with nits (eggs) or live lice. Confidentiality must be upheld to prevent any bullying or stigma associated with having lice.
2. If live lice are found, parents/guardians will be notified to pick up the student at the end of the school day, and given a written notice and a copy of the brochure "A Parent's Guide to Head Lice".
3. Parents/Guardians should consult their physician or pharmacist for treatment.
4. The student with live lice will remain at home until treatment with a lice shampoo has been initiated. Once treatment has begun, and no live lice are present, the student may report to school to be re-evaluated and cleared to return to class.
5. For maximum efficacy, the shampoo treatment should be repeated in a week.
6. An exposure letter will be sent home with students who are identified as 'close contacts' at the discretion of the school nurse.

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.

Pursuant to California law, commencing with the 2022-23 school year, MWA provides two (2) nutritionally adequate meals to each student who requests a meal without consideration of the student's eligibility for a federally funded free or reduced-price meal, with a maximum of one (1) free meal per meal service (breakfast and lunch) each school day. This applies to all students. 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 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 the parent or student), 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:

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>) • Shelled 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 • Hot Cheetos, Takis and similar products containing Red Dye 40 	<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. • High amounts of red and yellow dyes and other irritant additives that are unhealthy and even dangerous for some students.

*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. Food items containing nuts are prohibited on campus.

When bringing snacks/"treats" for special events, please bring appropriate serving sizes, especially when bringing sweets or other typically unhealthy options which should be limited to only one or two items per event.

Teachers are encouraged to incentivize students with healthy snack options, or prizes and rewards such as homework passes, fidget trinkets, free choice time, etc.

Food served during classroom celebrations should fall under the approved food and beverages list, supported by the smart snacks regulation program.

Suggestions for Healthy Classroom Celebration Snack Options

- Sparkling/carbonated water, no sugar
- Juice made of 100% juice with no added sugar (one portion)
- Fruit smoothies (frozen fruit with yogurt)
- Fat-free or low-fat pudding cups
- Fat-free or low-fat yogurt (individual cups or tubes)
- Fat-free or low-fat yogurt parfait cups with fresh fruit and granola
- Fat-free or low-fat frozen yogurt bars
- Fresh fruit with no sugar added (kabobs, trays, salads)
- Dried fruit with no sugar added
- Fruit cups in 100% fruit juice or water
- Rice cakes
- Pretzels (small portions)
- Graham crackers
- Whole grain fruit or cereal bars
- Whole grain cereal cups
- Small whole grain waffles with fresh fruit
- Sugar-free fruit jello cups
- Whole grain small bagels with low-fat cream cheese
- Jelly sandwiches with 100% fruit jelly on whole wheat bread
- Whole grain crackers
- Graham crackers
- Baked whole grain tortilla chips
- Baked chips (small portions)
- Low-fat or air popped popcorn without butter

Nut-Safe Campus Policy

Here at MWA, it is our goal to provide our students with a safe and healthy learning environment. Numerous students across campus have severe allergies to a variety of nuts.

Anaphylaxis is a severe and potentially life-threatening condition that, when triggered by exposure to allergens such as nuts, can completely close a person’s airway. Although we have epinephrine injectors supplied on-campus in case of an emergency, prevention is a much safer method for reducing risk. In light of this, MWA has adopted a Nut Safe and Allergy Awareness Policy that includes:

1. Identifying students with allergies and their allergens
2. Minimizing the risk of occurrence through management controls
3. Planning for effective response to emergencies

What does this mean for parents and students?

- Inform MWA if your child has a nut allergy as soon as possible.
- Work with the school nurse to create a Health Care Plan according to the needs of your child.
- **All students and staff:**
 - **Do NOT pack or bring any food, snacks, or meals containing nuts** such as peanuts, nuts, peanut butter, nut butters, or peanut products for your students.
 - **Do NOT** provide or bring any baked goods or treats containing nuts for class parties and potlucks.

*Below is a list of nuts and nut products that are **not** approved by MWA for students to bring to school for everyday breakfast, snack, and lunch:*

NON-APPROVED NUTS AND NUT PRODUCTS

- Almonds
- Brazil nuts
- Cashews
- Filberts
- Hazelnuts
- Macadamia nuts
- Pecans
- Pine nuts
 - *Pesto sauce is made of pine nuts*
- Pistachios
- Walnuts

Listed here are nut-safe alternatives to substitute in your child's lunch. These brands manufacture products in dedicated nut-free facilities. These companies distribute products that are safe and **approved** by MWA for students to bring for everyday breakfast, snack and lunch:

APPROVED NUT-SAFE FOOD BRANDS
<ul style="list-style-type: none"> ● Artisana ● Beanitos ● Blue Diamond ● Deep River ● Enjoy Life Foods ● Gerbs ● Go Raw ● King Arthur ● Lundberg ● Made Good ● Mary's Gone Crackers ● Namaste ● Pirate's Booty ● Skinny Pop ● SunButter ● Vermont Nut Free

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
History or signs of depression History of mental illness History of being abused or mistreated History of self-injury Tendency to be impulsive Major physical illness Affective disorders (i.e. mood disorders) Previous suicide attempt(s)	Barriers to mental health services Lack of community support Homelessness A death or relationship breakup 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	Risky health behaviors (e.g. substance abuse, unsafe sex practices, etc.) Lack of support from other youth 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

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 excluding a school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school.
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.

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. Therefore, 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/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 sport shirt ("polo") or button-down collared dress shirt
 - College t-shirts or sweaters on "College Friday"
 - T-shirts that are given out from MWA for achievement,/recognition or approved "Wave-level" shirts
 - Long-sleeve undershirts are acceptable (neutral solid colors only)
- **Sweaters:** Uniform colors or neutral-colored cardigans or sweater vests
- **Sweatshirts:** V-neck, plain uniform colors or neutral-colored. If hooded sweatshirts are worn they must be plain and the hoods must be removed from the students' heads inside the buildings when on campus.
- **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 or lanyards
 - 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.

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 reach 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>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 middle school Front Office safe upon arrival to school and picked up at the end of the school day.</p> <p>Repeated violations of this policy will result in a parent/guardian meeting and possible additional consequences in accordance with MWA's School-Wide Behavior Management System.</p>	<p>Upper school students are permitted to use a cell phone and/or electronic devices on campus, during break, lunch, and passing periods only. MWA believes that cell phones/electronics are disruptive to the educational environment and therefore are completely restricted during instructional time (unless specifically authorized by a teacher for instructional purposes). All cell phone and electronic devices should be turned off and not visible during instructional time. Students using a cellphone or electronic device during an unauthorized time will have the item confiscated.</p> <p>If additional infractions occur involving a cell phone, headphones/earbuds, or other electronic device, the student will be subject to escalation intervention-including loss of privileges.</p> <p>In cases where a student has lost the privilege of having a cellphone/electronic device in their personal possession during the school day and a parent/guardian is concerned about safety, then the parent/guardian should contact the Dean of Students or designee.</p> <p>Repeated violations of this policy will result in a parent/guardian meeting and possible additional consequences in accordance with MWA's School-Wide Behavior Management System.</p>
<p>At no time shall MWA be responsible for preventing theft, loss or damage to cell phones, pagers, or other electronic devices brought onto campus or school-provided transportation. Notwithstanding the above rules, no student shall be prohibited from possessing or using a cell phone or electronic device in an emergency, in response to a perceived threat of danger, as required by the student's IEP or when it is determined by a licensed physician and surgeon to be essential for the health of the student and use of which is limited to purposes related to the health of the student.</p>	

School Safety

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 photo identification card to the Front Office prior to being approved for visit. MWA uses the Raptor Visitor Management System in our Front Offices to strengthen campus security for students and faculty. Part of keeping students and faculty safe is knowing who is in our buildings at all times and if it is safe for them to be around minors. The Raptor system will support us to achieve this goal by allowing us to screen visitors, contractors and volunteers against national databases for sex offenders.

Upon entering the front office, visitors will be asked to present a valid ID such as a Driver's License, which can either be scanned or manually entered into the system. If a parent or guardian for any reason does not have a US government-issued ID, the school staff member can use any form of identification and manually enter the person's name into the Raptor system. The Raptor system checks the visitor's name and date of birth against a national database of registered sex offenders. The registered sex offender database is the only official database checked by the Raptor system. No other data from the ID is gathered or recorded and the information is not shared with any outside agency. If the visitor clears the database check, Raptor will issue a badge that identifies the visitor, the date, and the purpose of their visit. A visitor's badge will not be necessary for those who visit our schools simply to drop off/pick up an item or student in the office.

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 to be on campus.

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/school main line at 510-262-1511.
- The request should include the purpose of the visit, dates, and times of the visit and the specific classroom(s) or student(s) of focus.
- 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:

- Be permitted access to the campus if they are registered sex offenders without prior permission from the Chief Executive Officer or their designee in accordance with Penal Code 626.81. The request must be received by the school no later than 21 school days prior to the first date the person is requesting to be on campus.
- 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.
- In accordance with Penal Code 626.10 PC, bring or possess any dangerous weapon on school grounds.

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 Principal, Assistant Principal, or their designee after observing their student.

Removal of Visitors

- A "Visitor" refers to any person who is not a student or an employee of Making Waves Academy.
- 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 fourteen (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 (7) 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 Principal, Assistant Principal 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 volunteering at MWA will be required to submit to a criminal background screening. 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 Safety and Emergency Plan

MWA has a detailed comprehensive safety and emergency plan. A copy is posted on the MWA website and 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. Staff and faculty are trained annually on all emergency procedures prior to the start of each school year and reviewed/re-disseminated as needed during the school year. Training slides for each drill type are reviewed annually with students in the fall. Throughout the academic year, staff, faculty and students practice a variety of safety drills to educate our students and staff and make them aware of what they need to know and what to do in the event of an emergency.

*Tactical Responses (EC32282(a)[2](J) - MWA, in consultation with law enforcement officials, has developed tactical responses to criminal incidents at the school site that may result in death or serious bodily injury. In accordance with EC 32281(f), MWA elects not to disclose the tactical response portions in the publicly-viewed copy of this plan. The undisclosed procedures for Shelter-in-Place, Lockdown, and Evacuation are contained in the appendices of the plan and are not included in their entirety in the public version.

All-School Lockdown Drill

In the event of a dangerous situation or crisis in process, “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 closing and locking the door.
- Doors are locked. Lights are turned off. Windows are covered. Silence is requested for everyone’s safety.
- 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 MWA.

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/oese/oshs/factsheet.html>

<https://www.cdss.ca.gov/inforesources/child-welfare-protection/child-trafficking-response>

In accordance with the California Healthy Youth Act, MWA will provide age-appropriate instruction on the prevention of human trafficking, including sexual abuse, assault, and harassment. You have the right to excuse your child from all or part of the instruction on the prevention of human trafficking. An opt-out form is available at the main office for your convenience. Your consent for this instruction is NOT required. If we do not receive a written request to excuse your child, your child will be included in the instruction.

Information Regarding Financial Aid

MWA shall ensure that each of its students receives information on how to properly complete and submit the Free Application for Federal Student Aid (FAFSA) or the California Dream Act Application, as appropriate, at least once before the student enters grade 12. MWA will provide a paper copy of the FAFSA or the California Dream Act Application upon request.

- The FAFSA form and information regarding the FAFSA are available at:
 - <https://studentaid.gov/h/apply-for-aid/fafsa>
- The California Dream Act Application and information regarding the California Dream Act are available at:
 - <https://www.csac.ca.gov/post/resources-california-dream-act-application>

Upper School Interscholastic Athletics Program Annual Notice

Interscholastic Athletic Participation is an enriching co-curricular opportunity for the students in the Upper School. While all students are welcomed to try out and participate, there are expectations set by the Bay Area Conference (BAC), North Coast Section (NCS) and California Intercollegiate Federation (CIF), the three governing bodies for our participation in high school athletics. In addition, MWA has expectations for its student athletes as well. Participation in athletics helps teach resilience, teamwork, cooperation, sportsmanship, dedication, perseverance, fitness, and so much more. Please be advised that parents/guardians must sign a concussion/head injury information sheet on a yearly basis if their student is an athlete on any of the MWA's athletic teams. This does not apply to an athlete engaging in an athletic activity during the regular school day or as part of a physical education course. For eligibility and participation requirements, please review our MWA Athletics Participation Policy located at the upper and middle school offices.

- For a full list of sports offered at MWA, visit our [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: <https://www.cde.ca.gov/ls/he/hn/type1diabetes.asp>. 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.

Safe Storage of Firearms

The purpose of this notice is to inform and to remind parents and legal guardians of all students at MWA of their responsibilities for keeping firearms out of the hands of children as required by California law. There have been many news reports of children bringing firearms to school. In many instances, the child obtained the firearm(s) from his or her home. **These incidents can be easily prevented by storing firearms in a safe and secure manner, including keeping them locked up when not in use and storing them separately from ammunition.** To help everyone understand their legal responsibilities, this notice spells out California law regarding the storage of firearms. Please take some time to review this notice and evaluate your own personal practices to assure that you and your family are in compliance with California law.

- With very limited exceptions, California makes a person criminally liable for keeping any firearm, loaded or unloaded, within any premises that are under their custody and control where that person knows or reasonably should know that a child is likely to gain access to the firearm without the permission of the child's parent or legal guardian, and the child obtains access to the firearm and thereby (1) causes death or injury to the child or any other person; (2) carries the firearm off the premises or to a public place,

including to any preschool or school grades kindergarten through twelfth grade, or to any school-sponsored event, activity, or performance; or (3) unlawfully brandishes the firearm to others.

- The criminal penalty may be significantly greater if someone dies or suffers great bodily injury as a result of the child gaining access to the firearm.
- With very limited exceptions, California also makes it a crime for a person to negligently store or leave any firearm, loaded or unloaded, on their premises in a location where the person knows or reasonably should know that a child is likely to gain access to it without the permission of the child's parent or legal guardian, unless reasonable action is taken to secure the firearm against access by the child, even where a minor **never** actually accesses the firearm.
- In addition to potential fines and terms of imprisonment, as of January 1, 2020, a gun owner found criminally liable under these California laws faces prohibitions from possessing, controlling, owning, receiving, or purchasing a firearm for 10 years.
- Finally, a parent or guardian may also be civilly liable for damages resulting from the discharge of a firearm by that person's child or ward.

The county or city may have additional restrictions regarding the safe storage of firearms.

Thank you for helping to keep our children and schools safe. Remember that the easiest and safest way to comply with the law is to keep firearms in a locked container or secured with a locking device that renders the firearm inoperable.

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 under applicable 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:

Dean of Students
4123 Lakeside Drive
Richmond, CA 94806
(510) 262-1511
Jennefer Cerna
Artemus Jones
Sonja Jackson
Arella Sidransky

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. Part 106) and California state law prohibit discrimination and harassment on the basis of sex. Under Title IX, “sexual harassment” means conduct on the basis of sex that satisfies one or more of the following:

- An employee of the recipient conditioning the provision of an aid, benefit, or service of the recipient on an individual's participation in unwelcome sexual conduct;
- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient's education program or activity;
- or
- “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34 U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

In accordance with Title IX and California law, 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

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. At the time of filing a formal complaint of sexual harassment, a complainant must be participating in or attempting to participate in MWA's education program or activity.

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 substantial interference with their academic performance.
4. Causing a reasonable student to experience 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, video 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 based on a protected characteristic, 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:

Dean of Students
4123 Lakeside Drive
Richmond, CA 94806
(510) 262-1511
Jennefer Cerna
Artemus Jones
Sonja Jackson
Arella Sidransky

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 full name
- Photograph
- Dates of attendance
- Grade level
- Most recent educational agency or institution attended
- Participation in officially recognized activities and sports
- Degrees, honors, and awards received

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. Please note that you **may not opt out of MWA's use of the student ID number** because it is necessary identifying information for MWA.

FERPA Disclosure of Directory Information

The MWA FERPA Disclosure of Directory Information Opt-Out Form can be found in Appendix O below.

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 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. 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 Operating Officer
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 Operating Officer
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/guardians¹ 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

¹ MWA shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

- 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/guardians 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.

MWA 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, and through the annual housing questionnaire administered by the Charter School.
- 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.

Availability of Complete Policy

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 excluding a school district operated by the Division of Juvenile Justice of the Department of Corrections and Rehabilitation, from a juvenile court school.
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 based on the average age of students in the third or fourth year of high school 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 and consult with students who are exempted from MWA's additional graduation requirements and the student's parent/guardian/educational rights holder. The consultation shall include all of the following:

1. Discussion regarding how any of the requirements that are waived may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to a postsecondary educational institution.
2. Discussion and information about other options available to the pupil, including, but not limited to, a fifth year of high school, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
3. Consideration of the pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption.

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.

If a Foster and Mobile Youth who was eligible for an exemption and 1) was not properly notified of the availability of the exemption, or 2) previously declined the exemption pursuant to this Policy, MWA shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the youth and the youth at one time qualified for the exemption, even if the pupil is no longer a Foster and Mobile Youth or the court's jurisdiction of the pupil has terminated.

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 a 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. Consult with the student of the student's option to remain at MWA for a fifth year to complete MWA's graduation requirements.
2. Consult with 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. Consult with and 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.

Through January 1, 2028, upon making a finding that a Foster and Mobile Youth **is not reasonably able to complete MWA's additional graduation requirements but is reasonably able to complete state coursework requirements specified in Education Code Section 51225.3** within the student's fifth year of high school, the Chief Executive Officer or designee shall exempt the pupil from MWA's graduation requirements and provide pupil the option of remaining in school for a fifth (5th) year to complete the statewide coursework requirements. MWA shall consult with the Foster and Mobile Youth and the educational rights holder regarding all of the following:

1. The pupil's option to remain in school for a fifth year to complete the statewide coursework requirements.
2. How waiving the local educational requirements and remaining in school for a fifth year may affect the pupil's postsecondary education or vocation plans, including the ability to gain admission to an institution of higher education.
3. Whether any other options are available to the pupil, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges.
4. The pupil's academic data and any other information relevant to making an informed decision on whether to accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.

If a Foster and Mobile Youth is not eligible for an exemption in the year in which the pupil transfers between schools, because MWA makes a finding that the pupil is reasonably able to complete MWA's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then MWA shall do the following:

- 1) Within the first 30 calendar days of the **following** academic year, MWA shall reevaluate eligibility;
- 2) Provide written notice to the pupil, the educational rights holder, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption, based on the course completion status of the pupil at the time of reevaluation, to determine if the pupil continues to be reasonably able to complete MWA's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school.
- 3) If, given their course completion status at that time the reevaluation is conducted, the pupil is not reasonably able to complete MWA additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, MWA shall:
 - i. provide the pupil with the option to receive an exemption from all coursework and other requirements adopted by the governing board body of MWA that are in addition to the statewide coursework requirements specified in Section 51225.3, or
 - ii. to stay in school for a fifth year to complete MWA's additional graduation requirements.

MWA shall provide notification of the availability of these options. The pupil (if not a minor) or the educational rights holder shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

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.

Reporting Requirements: MWA shall report to the California Department of Education (“CDE”) annually on the number of pupils who, for the prior school year, graduated with an exemption from MWA’s graduation requirements that are in addition to the statewide coursework requirements. This data shall be reported for pupils graduating in the fourth year and fifth year cohorts, and shall be disaggregated by cohort, pupil category, race, and disability status. The CDE shall make this data publicly available on an annual basis aligned with other reporting timelines for the California dashboard graduation data. For purposes of this subdivision, “pupil category” means the categories of pupils identified in the “Definitions” section of this Policy, above.

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.

Appendix N: Parent/Guardian Code of Conduct

1. Policy and Purposes

The purpose of the Parent/Guardian Code of Conduct is to provide a mutual understanding to all parents/guardians about conduct expectations while on school property, at school events, and when interacting with Making Waves Academy (“MWA” or the “School”) employees, students, and/or other parents/legal guardians.

2. General Operating Principles

We expect parents/guardians to have a fundamental understanding and commitment to the following general principles:

- Teachers, administrators, and parents/guardians want all children to succeed.
- Teachers, administrators, and parents/guardians help to foster an inclusive and safe campus culture.
- Teachers, administrators and parents/guardians must work together for the benefit of all students.
- All parents/guardians, MWA employees, as well as all members of the school community, deserve to be treated with respect.
- Teachers, administrators, and parents/guardians will comply with currently mandated and recommended health and safety protocols.
- Parents/guardians have multiple pathways to share comments, feedback, and concerns (refer to the Campus Life Guidebook for the available pathways).
- School leaders will create appropriate opportunities to address any issues of concern.
- Parents/guardians are welcomed at MWA Board of Directors meetings, where they can provide comments during open session.
- Teachers, administrators and parents/guardians will adhere to best practices for timely communication. This includes:
 - Scheduling an appointment to ensure the best person to address concerns is available.
 - MWA Staff and administrators will do their best to return all phone calls/emails within 2-3 school days.

3. Prohibited Behaviors

In order to foster a productive partnership and provide a peaceful and safe school environment, MWA prohibits the following behaviors by parents/guardians:

- Abusive, threatening, discriminatory, racist, profane, or harassing communication, either in person, by email, by text/voicemail/phone, or other written or verbal communication.
- Disruptive behavior that interferes or threatens to interfere with MWA operations, including the effective operation of a classroom, meeting spaces, school events, an employee’s office or duty station, a campus lobby, or school grounds, including sporting events, parking lots, and car-pickup.
- Threatening to do bodily harm to an MWA employee, visitor, volunteer, fellow parent/guardian, or student.
- Threatening to damage the property of an MWA employee, visitor, volunteer, fellow parent/guardian, or student.
- Damage or destruction of MWA property.
- Excessive unscheduled campus visits, emails, text/voicemail/phone messages or other written or oral communication that impede MWA employees from properly serving students or operating the campus. School staff and administration may not always be immediately available to speak with parents/guardians. The only way to ensure that an MWA staff member or administrator is available is to schedule an

appointment. Staff and administrators have a practice of attempting to return all phone calls/emails within 2-3 school days with great success. Calls and visits will be responded to consistent with this practice if someone is not immediately available.

- Any concerns regarding these matters must be made through the appropriate channels so they can be dealt with fairly, appropriately, and effectively for all.
- Parents are discouraged from raising complaints through social media, including but not limited to: websites, blogs, wikis, social networking sites such as Google+, Facebook, Instagram, Snapchat, LinkedIn, Twitter, Flickr, and YouTube because the School cannot track such complaints and therefore has no ability to ensure that they are responded to.
- Use of defamatory or offensive comments regarding the School or school staff made publicly to others.

4. Consequences

In situations involving lesser infractions or where remediation is viable, a warning will be provided, either verbal or in writing by the School.

In serious situations, the Senior School Director or designee may withdraw consent for a parent/guardian to be on campus for up to 14 days, even if the parent/guardian has a right 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. Consent shall be reinstated whenever the Senior School Director has reason to believe that the presence of the person will not constitute a substantial and material threat to the orderly operation of the School campus. The person from whom consent has been withdrawn may submit a written request for a hearing on the withdrawal within the two-week period. The written request shall state the address to which the notice of hearing is to be sent. The Senior School Director shall grant such a hearing not later than seven days from the date of receipt of the request and shall immediately mail a written notice of the time, place, and date of such hearing to such person.

The Senior School Director or designee may seek the assistance of the police in managing or reporting any visitor in violation of this Policy.

Possible legal consequences may include:

- Pursuant to the California Penal Code, if a parent/guardian does not leave after being asked or if the parent/guardian returns without following the posted requirements after being directed to leave, the parent/guardian will be guilty of a misdemeanor, which is punishable by a fine of up to \$500.00 or imprisonment in the County jail for a period of up to six months or both.
- Under California Education Code section 44811, any parent/guardian whose conduct materially disrupts classwork or extracurricular activities or involves substantial disorder is guilty of a misdemeanor and is punishable, upon the first conviction, by a fine of no less than \$500.00 and no more than \$1,000.00 or by imprisonment in a County jail for no more than one year, or both, the fine and imprisonment.
- Disruptive conduct may lead to MWA's pursuit of a restraining order against a parent/guardian, which would prohibit the parent/guardian from coming onto Charter School grounds or attending school activities for any purpose for a period of up to three years.

Additional information about visiting the campus and removal procedures can be found in the Parent/Guardian Student Handbook under the Visitor Policy/Guidelines section.

Appendix O: FERPA Disclosure of Directory Information Opt-Out Form

Student Name (Printed) _____ Student ID: _____

NOTICE OF DIRECTORY INFORMATION OPT OUT

In accordance with the Federal Educational Rights and Privacy Act of 1974 (FERPA), as amended, a student's education records are maintained as confidential and, except for a limited number of special circumstances listed in that law, will not be released to a third party without the parent/student's prior written consent. The law, however, does allow schools to release student "directory information" without obtaining the prior consent of the parent/student. If you do not want the release of certain types of directory information without your prior consent, you may choose to "opt-out" of this FERPA exception by signing the Form below. Directory information of a student who has opted-out from the release of directory information, in accordance with this policy/procedure for opting out, will remain flagged until the student requests that the flag be removed by completing and submitting a revocation of the opt out to the School.

TO: Making Waves Academy

I, the legal custodial parent/guardian of the above-mentioned student, request the withholding of the following personally-identifiable information identified as Directory Information under FERPA. I understand that upon submission of this Form, the information checked cannot be released to third parties without my written consent or unless the School is required by law or permitted under FERPA to release such information without my prior written consent; and that the checked directory information will not otherwise be released from the time the School receives my Form until my opt-out request is rescinded. I understand that **I may not opt out of the School's use of the student ID number** because it is necessary identifying information for the School.

I further understand that if directory information is released prior to the School receiving my opt-out request, the School may not be able to stop the disclosure of my directory information. I understand that I may request and challenge how my directory information is used by contacting the School.

Lastly, I understand that opting out of the disclosure of directory information will result in the **student's name and/or photo NOT being included in recognitions such as Honor Roll lists, Graduation and Promotion programs, Yearbooks, etc.**

- Check here to opt-out of **ALL** DIRECTORY INFORMATION identified below, **OR**
- Check the individual boxes below to selectively opt-out of information sharing:
 - Student's Name
 - Photograph
 - Dates of attendance
 - Grade level
 - Most recent educational agency or institution attended
 - Participation in officially recognized activities and sports
 - Degree(s) received
 - Awards and honors received

Parent/Guardian Name (printed): _____

Signature: _____ Date: _____

If under 18, a parent or guardian must sign to opt the student out

Appendix P: Notification of Rights Under the Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents of elementary and secondary students certain rights regarding the conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include, but are not limited to, the right to:

- A. Consent before students are required to submit to a survey that concerns one or more of the following protected areas (“protected information survey”) if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED):
 1. Political affiliations or beliefs of the student or student’s parent;
 2. Mental or psychological problems of the student or student’s family;
 3. Sex behavior or attitudes;
 4. Illegal, anti-social, self-incriminating, or demeaning behavior;
 5. Critical appraisals of others with whom respondents have close family relationships;
 6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
 7. Religious practices, affiliations, or beliefs of the student or student’s parent; or
 8. Income, other than as required by law to determine program eligibility.

- B. Receive notice and an opportunity to opt a student out of:
 1. Any other protected information survey, regardless of funding;
 2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
 3. Activities involving collection, disclosure, or use of personal information collected from students for marketing or to sell or otherwise distribute the information to others. (This does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions.)

- C. Inspect, upon request and before administration or use:
 1. Protected information surveys of students and surveys created by a third party;
 2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
 3. Instructional material used as part of the educational curriculum.

These rights transfer from the parents to a student who is 18 years old or an emancipated minor under State law.

MWA will/has develop[ed] and adopt[ed]] policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. MWA will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. MWA will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. MWA will make this notification to parents at the beginning of the school year if MWA has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this direct notification requirement:

- Collection, disclosure, or use of personal information collected from students for marketing, sales, or other distribution.
- Administration of any protected information survey not funded in whole or in part by ED.
- Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with:

Student Privacy Policy Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, D.C. 20202

For the most up-to-date versions of our policies please visit:
<https://bit.ly/mwapublicnotices>

Coversheet

MWA Staff Handbook for 2023-24

Section: IV. Action Items
Item: B. MWA Staff Handbook for 2023-24
Purpose: Vote
Submitted by: Fe Campbell
Related Material: MWA 2023-2024 Employee Handbook & Executive Summary.pdf

BACKGROUND:

The MWA Employee Handbook includes updates to new or existing policies and practices that pertain to staff and faculty's at-will employment at MWA for the 2023-2024 school year.

RECOMMENDATION:

Your approval of this employee handbook will allow the School to continue to set forth policies that are consistent with California law and best practices.

Executive Summary – Employee Handbook Revision (2023-2024)

The annual review of the MWA Employee Handbook produced the following changes:

- Addition of language in the Rehire Eligibility criteria **(pg. 12)**
 - *Any mid-year resignation without good cause;*
 - *Resignation after February 28th in lieu of anticipated return for the next school year without good cause;*

- Addition of language in the Criminal Background Check criteria consistent with California law **(pg. 13)**
 - *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, a serious or violent felony, or a person who would be prohibited from employment by a public-school district because of his or her conviction for any crime unless an applicable exception applies. The School will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. The School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon further notification. Additionally, should an employee, during their employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or such a conviction to the Director of Human Resources.*

- Addition of language in the Information Technology Policies **(pg. 28)**
 - *Bring Your Own Device – The use of a personal computing device for work or business-related activities on campus is not permitted, etc.*
 - *Systems and Data Security – Employees should not delete, destroy or modify existing systems, programs, information or data, etc.*

- Addition of language in the Personal Property Policy **(pg. 33)**
 - *The employee is responsible for the use and safeguarding of his or her personal property. The School is not responsible for damage or loss of personal property, nor is personal property covered by the School's insurance. Under the school's Personal Business policy, the school is not responsible for personal packages delivered to School facilities.*

- Addition of language in the Health, Safety, and Security Policy **(pg. 36)**
 - *The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted a Comprehensive School Safety Plan (CCSP) designed to protect the health and safety of all personnel. The School maintains an*

Injury and Illness Prevention Program, which is kept by the Director of School Operations and is available for your review.

- *You are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. You are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents. When feasible, an employee shall notify the employer of emergency conditions requiring an employee to leave or refuse to report to the workplace or worksite prior to leaving or refusing to report to work. When prior notice is not feasible, the employee shall notify the employer of the emergency condition after leaving or refusing to report as soon as possible.*
 - *In compliance with Proposition 65, the School will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.*
 - *The School has also developed guidelines to help maintain a secure workplace. Be aware of unknown persons loitering in parking areas, walkways, entrances, exits, and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the facilities, as well as the welfare of our employees, depends upon the alertness and sensitivity of every individual.*
- **Addition of language in the STCOLA Program Guidelines (pg. 44)**
 - *STCOLA will only be paid out for the current pay period upon termination.*
 - **Addition of language about compensation information being available upon request consistent with the California pay transparency law (pg. 48)**
 - *Employees also have the right to obtain the pay scale for the position in which the employee is currently employed, upon request.*
 - **Addition of holiday on the MWA-observed holiday list (pg. 49)**
 - *Juneteenth – June 19th*
 - **Addition of language in the Personal Day(s) criteria (pg. 50)**
 - *Teaching staff may use personal day accruals for time off requests to take examinations (e.g. CSET) related to their educator credential. The School will not grant hours worked for this time off request unless additional credential authorizations are required by the School and Human Resources. All employees are expected to notify the Supervisor as soon as possible as to the date and time with consideration to personal days that are the least disruptive to students' learning and school operations.*

- Addition of language in the Vacation Accrual Bank for New Non-Instructional Employees criteria **(pg. 51)**
 - *Non-instructional employees that begin employment mid-year will not have enough accruals to cover paid time off during the regularly scheduled school recesses (e.g. winter break recess) and may be eligible for accrual support under the following criteria:*
 - *Employees must be employed with the school for less than sixty (60) work days nearing a scheduled recess;*
 - *Employees requesting a vacation bank donation must have less than 40 hours of paid leave balance available to use, including personal leave; and*
 - *The total requests, per new employee, shall not exceed 40 hours in the first year of employment. The requests will be granted together with the depletion of any available vacation or personal time only.*
 - *The school will allot a fixed number of hours to the bank each fiscal year. Employees may donate vacation leave to the vacation bank. Unused and undistributed hours donated to the vacation accrual 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 the vacation accrual bank, please contact the Human Resources Office.*
- Addition of language in the Sick Leave Transfer criteria **(pg. 51)**
 - *Under the Education Code, for new employees who previously worked at a qualifying California public school or county office of education, the School will accept a new employee's sick leave transfer request within the first year of employment only.*
- Addition of language in the Sick Leave Bank policy **(pg. 53)**
 - *Employees are permitted to donate sick leave to the sick bank upon resignation or termination. Employees who donate sick leave are considered a "use" of leave on the employee's part, such that the leave is no longer considered accrued/unused. As a result, donating sick leave would result in the employee not being eligible to have their sick leave reinstated if they are re-hired. Employees are not, however, permitted to transfer sick leave to another employee upon resignation or termination.*
- Addition of language in the FMLA/CFRA guidelines **(pg. 55)**
 - *Updated per AB 1041 (lower CFRA threshold for eligibility, removal of limitations on reinstatement for key employees, a new option for both parents to take bonding leave when employed by the School, expansion of qualifying family members for CFRA, etc.)*
- Addition of language in the Drug and Alcohol Leave policy **(pg. 62)**

- *The School will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program. The School will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact the Office of Human Resources. The School will take all reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use accrued sick leave or accrued vacation time, if any, during requested leave.*
- Nothing in this policy shall prohibit the School from refusing to hire or discharge an employee who, because of his or her current use of alcohol or drugs, is unable to perform his/her duties or cannot perform the duties in a manner that would not endanger his/her health or safety or the health or safety of others.
- Addition of language in the Bereavement Leave guidelines **(pg. 63)**
 - *Employees absent due to bereavement are required to provide documentation to Human Resources prior to their return to work (e.g. obituary, funeral program, or prayer card).*
- Addition of language in the Rules of Conduct **(pg. 66)**
 - *Revision - Failure to complete mandatory compliance training within the period of time designated by Human Resources. Extension requests should be made to the Human Resources Office and are not to exceed 30-day calendar days if granted.*
 - *Addition –*
 - *Unprofessional conduct*
 - *Abuse of sick leave*
 - *Unreported absence of any three consecutive scheduled workdays*
 - *Failure to comply with the School's safety procedures*
 - *Violation of federal, state, or local laws affecting the school or your employment with the school*
 - *Failure to adhere to outside employment guidelines, including failure to disclose any conflict of interest*
- Under the COVID-19 Addendum **(pg. 72)** *removed language about COVID emergency-sick pay and leave provisions since they are no longer required by the state.*

Making Waves Academy Employee Handbook 2023-2024

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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,

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.

Check out our [Making Waves Academy Impact Report](#) here.

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;
- 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:

- Involuntary separation from MWA (e.g., release from at-will employment, non-renewal, etc.) for any reason related to job performance or conduct;
- Any mid-year termination without good cause;
- Resignation in lieu of anticipated or planned termination without good cause;
- Resignation after February 28th in lieu of anticipated return for the next school year without good cause;
- 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 childcare 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, a serious or violent felony, or any condition that would prohibit employment in a public-school district (unless an applicable exception applies). The School will not employ any applicant until the Department of Justice completes its check of the state criminal history file as provided by law. The School shall also request subsequent arrest notification from the Department of Justice and take all necessary action based upon further notification. Additionally, should an employee, during their employment with the School, be charged or convicted of any offense, the employee must immediately report the charge or such a conviction 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 healthcare provider 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. If a search of employee records is authorized by a valid subpoena or judicial warrant, the School will give employees notice of the inspection both before and after it has occurred as required by law.

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.
- (h) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain their support and understanding.
- (i) Becoming involved with a student so that a reasonable person may suspect inappropriate behavior.
- (j) 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.
- (h) Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- (i) Involving your supervisor if conflict arises with the student.
- (j) Informing the Director of Human Resources about situations that have the potential to become more severe.
- (k) Making detailed notes about an incident that could evolve into a more serious situation later.
- (l) Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- (m) Asking another staff member to be present if you will be alone with any type of special needs student.
- (n) Asking another staff member to be present when you must be alone with a student after regular school hours.
- (o) Giving students praise and recognition without touching them.

- (p) Pats on the back, high fives and handshakes are acceptable.
- (q) Keeping your professional conduct, a high priority.
- (r) Asking yourself if your actions are worth your job and career.
- (s) 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.
 - o 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:
 - o 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;
 - o Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
 - o 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, stakeholder 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

All School buildings and facilities are non-smoking facilities. Smoking includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

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. All regular employees working for the School at least thirty (30) hours per week are considered full-time, benefit-eligible.

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.

Accommodation

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. All employees with prescheduled appointments are expected to notify the Supervisor at least two (2) weeks in advance or soon as possible as to the date and time with consideration to scheduling that is the least disruptive to students' learning and school operations.

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
- Violate any MWA policies

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 canceled. 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 an IT 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, the employee will be responsible for the cost of replacing the laptop.

Bring Your Own Device (BYOD)

BYOD is the use of a personal computing device (computer, tablet, phone, etc.) for work or business-related activities on campus. Making Waves Academy **does not allow** employees to use personal laptops or tablets on the campus network (wired or Wi-Fi).

Making Waves Academy **does allow** staff and students to bring personal cell phones to campus and to connect to the guest Wi-Fi network only. The list of personal devices that are **not allowed** to operate on MWA's network include but are not limited to: portable computers, e.g., laptops, notebooks, netbooks or, any type of tablet computer e.g. iPad or similar device. Personal portable storage media e.g., USB storage devices, flash memory cards or other similar devices. If an employee elects to use their personal cell phone the MWA IT Team does not provide technical support for personal computing devices.

Staff and students **are allowed** to access MWA Google Workspace applications, i.e. Gmail, from their personal cell phones on and off campus as long as they accept and install MWA's Google device policy. When the policy is accepted and installed on a device it gives MWA the ability to wipe data owned by MWA and to remove access to MWA Google applications from the device.

MWA prohibits employees, faculty, and staff from using personal laptops and tablets on the campus network in order to help prevent cyber security attacks and other unauthorized access to data through devices that are not monitored by MWA IT security measures.

MWA provides staff, faculty and students with the technology resources, including laptops, required to support their work and instruction. MWA also employs security controls and systems to help protect and secure data and technology resources, including but not limited to software updates, virus protection, device encryption and other measures. Personal devices are not necessary to access MWA work related or instructional resources and may not include adequate security controls. For this reason, MWA only allows laptops and tablets, as well as data storage media, provisioned by the MWA IT Team, to connect to its systems while on campus.

By acknowledging this policy, employees accept the following risks, liabilities, and disclaimers:

- At no time does MWA accept liability for the maintenance, backup, or loss of data on a personal device nor personal data.
- At no time does the MWA accept liability for the security of the personal device when accessing the academy's networks.
- Should an employee violate this policy, the personally owned computing device is subject to search and investigation pertaining to legal or security investigations.
- No employee should expect a guarantee of privacy in communications over the Internet and the Making Wave Academy network.
- Violations of this Policy may be discovered by routine maintenance and monitoring of Making Waves Academy electronic communication systems and network.
- The employee consents to Making Wave Academy monitoring, accessing, investigating, preserving, use, and/or disclose any electronic communications that utilize MWA's networks in any way, including data, voicemail, telephone logs, Internet use, network traffic, etc., to the extent permitted by law.
- Making Wave Academy reserves the right to review, retain or release personal and MWA-related data on a personal computing device to government agencies or third parties during an investigation or litigation.

Systems and Data Security

You should not delete, destroy or modify existing systems, programs, information or data (except as authorized in the proper performance of your duties).

You must not download or install software from external sources without authorization from the IT Team. This includes software programs, instant messaging programs, screensavers, photos, video

clips and music files. Incoming files and data should always be virus-checked before they are downloaded. If in doubt, staff should seek advice from the IT Team.

You must not attach any device or equipment to our systems without authorization from the IT Team. This includes any form of removable media, such as USB flash drive, media player, tablet, smartphone or other similar device.

We monitor all emails passing through our system for viruses. You should exercise particular caution when opening unsolicited emails from unknown sources or an email which appears suspicious (for example, if it contains a file whose name ends in .exe). You must Inform the IT Team immediately if you suspect your computer has a virus or you believe that you have inadvertently downloaded a malicious file. We reserve the right to delete or block access to emails or attachments in the interests of security. We also reserve the right not to transmit any email message that we suspect contains malware.

You should not attempt to gain access to restricted areas of the network, or to any password-protected information, except as authorized in the proper performance of your duties.

You must be particularly vigilant if you use our IT equipment outside the workplace and take such precautions as we may require from time to time against importing viruses or compromising system security. The system contains information which is confidential and/or subject to data protection legislation.

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.

Personal Property

The employee is responsible for the use and safeguarding of his or her personal property. The School is not responsible for damage or loss of personal property, nor is personal property covered by the School's insurance. Under the school's Personal Business policy, the school is not responsible for personal packages delivered to School facilities.

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 Principal 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.

Health, Safety and Security Protocols

The School is committed to providing and maintaining a healthy and safe work environment for all employees. Accordingly, the School has instituted a Comprehensive School Safety Plan (CCSP) designed to protect the health and safety of all personnel. The School maintains an Injury and Illness Prevention Program, which is kept by the Director of School Operations and is available for your review.

You are required to know and comply with the School's general safety rules and to follow safe and healthy work practices at all times. You are required to immediately report to your supervisor any potential health or safety hazards and all injuries or accidents. When feasible, an employee shall notify the employer of emergency conditions requiring an employee to leave or refuse to report to the workplace or worksite prior to leaving or refusing to report to work. When prior notice is not feasible, the employee shall notify the employer of the emergency condition after leaving or refusing to report as soon as possible.

In compliance with Proposition 65, the School will inform all employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

Be aware of unknown persons loitering in parking areas, walkways, entrances, exits and service areas. Report any suspicious persons or activities to security personnel or to your supervisor. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable or personal articles around your workstation that may be accessible. You should immediately notify your supervisor when keys are missing or if security access codes, identification materials, or passes have been breached. The security of the facilities, as well as the welfare of our employees, depends upon the alertness and sensitivity of every individual.

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 (STCOLA)

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:

- STCOLA is not a change in base wages or salary.
- STCOLA is apportioned through the regular pay periods, during which employment is held.
- STCOLA will only be paid out for the current pay period upon termination.
- Eligibility requires that a full-time employee must be in good standing with MWA.
- STCOLA 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.

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
2018-19	10.25%	10.205%	16.28%
2019-20	10.25%	10.205%	17.10%
2020-21	10.25%	10.205%	18.40%
2022-23	10.25%	10.205%	19.10%
2023-24	TBD	TBD	TBD

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.

Employees also have the right to obtain the pay scale for the position in which the employee is currently employed, upon request.

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
- Juneteenth
- 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 Principal, 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.

Teaching staff may use personal day accruals for time off requests to take examinations (e.g. CSET) related to their educator credential. The School will not grant hours worked for this time off request unless additional credential authorizations are required by the School and Human Resources. All employees are expected to notify the Supervisor as soon as possible as to the date and time with consideration to personal days that are the least disruptive to students' learning and school operations.

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. All employees are expected to notify the Supervisor at least two (2) weeks in advance or soon as possible. 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.

Vacation Accrual Bank for New Employees – Non-instructional employees that begin employment mid-year will not have enough accruals to cover paid time off during the regularly scheduled school recesses (e.g. Fall or Winter break) and may be eligible for accrual support under the following criteria:

- Employees must be employed with the school for less than sixty (60) work days nearing a scheduled recess;
- Employees requesting a vacation bank donation must have less than 40 hours of paid leave balance available to use, including personal leave; and
- The total requests, per new employee, shall not exceed 40-hours in the first year of employment. The requests will be granted together with the depletion of any available vacation or personal time only.

The school will allot a fixed number of hours to the bank each fiscal year. Employees may donate vacation leave to the vacation bank. Unused and undistributed hours donated to the vacation accrual 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 the vacation accrual bank, please contact the Human Resources Office.

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) or a designated person (i.e., one who is related to the employee by blood or whose association with the employee is the equivalent of a family relationship) who must receive preventative care or a diagnosis, treatment, or care for an existing health condition. Employees may be limited to one (1) designated person per twelve (12) month period. 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. For new employees who previously worked at a qualifying California public school or county office of education, the School will accept a new employee's sick leave transfer request within the first year of employment only.

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 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. Additionally, an employee may elect to use current vacation accrual balances only after sick leave is exhausted but sick time may not be used in lieu of exhausted vacation time.

Sick Leave Bank

Employees may donate sick leave to the sick bank. 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 permitted to donate sick leave to the sick bank upon resignation or termination. Employees

donating sick leave is considered a “use” of leave on the employee’s part, such that the leave is no longer considered accrued/unused. As a result, donating sick leave would result in the employee not being eligible to have their sick leave reinstated if they are re-hired. Employees are not, however, permitted to transfer sick leave to another employee upon resignation or 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 each will be entitled to 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.
1. 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, sibling, or designated person for CFRA purposes. "Designated person" refers to any individual related by blood or whose association with the employee is the equivalent to a family relationship.
2. 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 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.
3. 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 or 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 their 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 accrued 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 the 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 the 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 for 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.

Drug and Alcohol Leave

The School will reasonably accommodate an employee who voluntarily enters and participates in an alcohol or drug rehabilitation program, including potentially providing unpaid leave to participate in the program. The School will not pay for the costs incurred in attending a rehabilitation program. An employee who wishes to identify him or herself as an individual in need of the assistance of an alcohol or drug rehabilitation program may contact the Office of Human Resources. The School will take all reasonable steps necessary to maintain the employee's privacy in this situation. The employee may use accrued sick leave or accrued vacation time, if any, during requested leave.

Nothing in this policy shall prohibit the School from refusing to hire or discharge an employee who, because of his or her current use of alcohol or drugs, is unable to perform his/her duties or cannot perform the duties in a manner that would not endanger his/her health or safety or the health or safety of others.

Bereavement Leave

All employees who have been employed with the School for at least thirty (30) days are eligible for bereavement leave. Employees are entitled to a leave of up to five (5) days within three months of the death without loss of pay upon the death of immediate family (parent, spouse, domestic partner, 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. Employees absent due to bereavement are required to provide documentation to Human Resources prior to their return to work (e.g. obituary, funeral program, or prayer card).

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 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 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 advance 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 had 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 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 or malingering 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. Extension requests should be made to the Human Resources Office and are not to exceed 30-day calendar days if granted.
28. Abuse of sick leave.
29. Unreported absence of any three consecutive scheduled workdays.
30. Failure to comply with the School's safety procedures.
31. Violation of federal, state, or local laws affecting the school or your employment with the school.
32. Failure to adhere to outside employment guidelines, including failure to disclose any conflict of interest.

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

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 and accrued and unused sick leave. 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 Employee and Company Property/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.

Employees who separate from the School will arrange to retrieve all personal property on a designated date and time set under the supervision of the Office of Human Resources or campus operations. Depending on the circumstance, the Office of Human Resources may restrict all campus access and require that a member of Human Resources or campus operations pack up the employee's property. Moreover, should the employee refuse to participate in rectifying the return of their property in a timely manner, MWA will send what seems reasonable to assume belongs to an employee to the last known

address but is not responsible for an employee's personal property or whatever may have been left behind. Note: MWA is also not responsible for providing equipment to remove personal property (boxes, dollies, or staff) including being available after school hours to allow access to buildings or classrooms.

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

COVID-19 Employee Vaccination and Booster 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 and Booster 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. 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 against 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 emailing Human Resources at humanresources@mwacademy.org. 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 the 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 the 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 contracts 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 alternatives including Kaiser, other health care provider, or a 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 providers must be licensed by the state of California and the 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 or antigen 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 the 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.

All testing procedures and requirements are subject to change at any time.

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 laws 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 bases 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 coworker.

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

Making Waves Foundation School Lease Agreement 2023-24

Section: IV. Action Items
Item: C. Making Waves Foundation School Lease Agreement 2023-24
Purpose: Vote
Submitted by: Hung Mai
Related Material:
Making Waves Foundation School Rental Agreement FY2024-FINAL-5.3.2023.pdf

BACKGROUND:

2023-24 School Lease Agreement. Alicia Malet Klein serves on both the Making Waves Academy and Making Waves Foundation, Inc.'s Board of Directors. Ms. Klein will recuse herself from voting on the school lease.

RECOMMENDATION:

We recommend the MWA Board review and approve the 2023-24 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 10, 2023
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, 2023
Expiration Date (section 2.1):	June 30, 2024
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. D):	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.

<p>TENANT:</p> <p>Making Waves Academy, a California Corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>LANDLORD:</p> <p>Making Waves Foundation, Inc., a California Corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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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 cause Tenant to seek in good faith, reasonable reimbursement from responsible party upon which reimbursement shall be provided to Landlord.

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,

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 Landlord shall, at all times during the Lease Term and at Landlord's sole cost and expense, maintain and repair the Premises, the Building and the MWA Upper School and Middle 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), and similar routine maintenance and repair of normal wear and tear. Landlord shall repair and maintain any equipment used in connection with the Premises and the MWA Middle and Upper Schools 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 untenable 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 I 2.

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

28.1 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.

28.2 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.

28.3 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%).

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.

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</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>LANDLORD: Making Waves Foundation, Inc., a California Corporation</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Exhibit A



Coversheet

Carnegie Learning - Math Curriculum

Section: IV. Action Items
Item: D. Carnegie Learning - Math Curriculum
Purpose: Vote
Submitted by: Eric Becker
Related Material:
Making Waves Academy 1yr Blended Math Partnership Plan - 4-10-23 (1).pdf

BACKGROUND:

After a lengthy process of search and research, the math content team identified a curriculum that would best meet the needs of our students, offered the best support and tools for implementation, and would allow for optimal teacher growth/development. This process and its results was reviewed by the board Curriculum and Instructional Review Advisory Committee.

RECOMMENDATION:

The recommendation is to adopt Carnegie Learning High School Solution Traditional. The estimated cost of digital text and consumables, along with a skills workbook for each student and professional development for all teachers for Carnegie Learning Math curriculum is \$35,780.26

Carnegie Learning Blended Math Solution

(1 Year Partnership Plan Options)



Making Waves Academy

Cost Proposal Created: April 10th, 2023

Attention:

Eric Becker

ebecker@mwacademy.org



**** Cost Proposal Valid Through: July 31, 2023**

EXECUTIVE SUMMARY

Carnegie Learning is excited to continue our partner with **Making Waves Academy!** This proposal outlines the course materials and recommended professional learning that will be used to support the implementation of Carnegie Learning High School Math 4th Edition. Outlined below is a Scope of Work designed to equip math teachers and leaders with the experiences and tools needed to create a 21st century, collaborative, student-centered mathematics classrooms with the ultimate goal of increasing instructional efficacy to achieve positive and sustainable student learning outcomes.

A partnership with Carnegie Learning puts a Tier 1, ESSA approved, evidence-based math solution and job-embedded professional development at the center of your adoption. Jurupa Unified School District can be assured that Carnegie Learning is committed to working side-by-side to make your vision for mathematics teaching and learning become a reality.

Program Materials

As a core mathematics program, our Grade 9-12 Math Solution includes everything students and teachers need for students to learn and master new skills, deepen their conceptual understanding, and apply their mathematics learning to the real world. These programs cover Algebra 1, Geometry, and Algebra 2 for y High School. Within the core learning experience, Carnegie Learning utilizes the powerful blend of consumable textbooks for collaborative learning, the best math learning software available for individual mastery, and embedded professional development to support teachers, our math solutions contain the right resources for transforming math learning.

STUDENT EDITION CONSUMABLE TEXTBOOK

The Student Edition is the primary classroom resource. Each lesson is built on our instructional approach of engage, develop, demonstrate and is a record of the students' thinking, reasoning, and problem solving. Lessons tap into students' prior knowledge and real-world experiences, engaging them in the math. The lessons build deep mathematical understanding through collaboration and questioning and are structured to provide students with various opportunities to reason, model, and explain mathematical ideas.

The Student Edition includes assignments which mirror the problem types presented in the lesson and focus on developing students' ability to make sense of problems, reason abstractly, and persevere in problem solving. Carnegie Learning Student Editions are flexible enough to be used to assist in differentiation of instruction for those who may need more work in a particular area. Students then demonstrate their learning through the Talk the Talk exercises where they are able to reflect on and evaluate what was learned. In addition, Student Edition assignments provide opportunities for students to practice skills learned in the current lesson and review previous topics.

Student Editions are available in a 100% downloadable PDF format in English and Spanish.

MATHIA SOFTWARE (INDIVIDUAL LEARNING WITH TECHNOLOGY)

Driven by each student's unique learning process, MATHia mirrors a human tutor with more complexity and precision than any other math software. Students work in MATHia to master mathematical skills and develop a deeper understanding of the math content in the textbooks. Unlike other software programs, MATHia actually teaches math, and also provides opportunities for practice.



MATHia was built by cognitive science and continues to grow and evolve through cognitive science. Other "AI" software looks at the problem-by-problem path, adapting as it goes. MATHia dives much deeper, at a very granular level, looking skill-by-skill. It looks at more than right and wrong — it looks at research to consider ways a student COULD go wrong. For example, it understands how a student might use valid math concepts but do so incorrectly. The result is that for students to move on, they need to understand WHY they got something right and show mastery at the skill level. And the way the software interacts with the student does more than teach — it encourages them, helps them, gets them to take ownership for their own learning. That's meaningful engagement.

TEACHER MATERIALS

Teacher's Implementation Guide

The Teacher's Implementation Guide is the definitive resource for planning, guiding, and facilitating student learning. The Teacher's Implementation Guide includes introductions to the math in each topic, pacing support tools, suggestions for grouping students, and recommendations for how to connect group and individual learning.

MyCL PORTAL

The MyCL portal provides a simple-to-use, digital platform where educators and administrators access all of their Carnegie Learning products and resources. MyCL empowers teachers to access all text materials, customize curricula sequences, manage classes and student accounts, and access real-time reports with actionable insights into how well students are progressing in the Carnegie Learning materials.

Within MyCL is the Resource Center, an area for all teachers and administrators that serves as a central gathering site for educators and instructional resources. Teachers and administrators gain access to the textbooks in PDF form. This online resource is available 24/7 anywhere with an internet connection and provides teacher materials for viewing as well as customizable implementation support tools such as online professional development, administrative reports, instructor resources and more.

Assessments

Our assessments are intentionally designed to motivate and engage students, to develop a deep conceptual understanding of mathematics and fluency with procedures, and to provide teachers with effective tools to assess student understanding along the way.

FORMATIVE ASSESSMENTS

Formative assessment is an integral element of the Carnegie Learning Middle School/High School Math Solution. In the Student Text, every lesson concludes with a “Talk the Talk” where students demonstrate their learning. This is the third part of our instructional approach: Engage, Develop, Demonstrate.

Additionally, the most comprehensive formative assessment is fully integrated with learning within MATHia. MATHia continuously assesses every step of each student’s work, analyzing that work, and delivering students a custom learning path focused on developing a deep level of understanding and achieving skill mastery.

As students work through problems, each step is associated with one or more mathematical skills that are required to master the topic. As students ask for help or attempt to correctly complete each step, the system dynamically evaluates what the student’s action tells it about the student’s level of knowledge. This dynamic assessment is used to determine whether a student has mastered a topic, but it is also used to track progress towards end-of-year goals. Teachers and administrators receive an up-to-the-minute view of each student’s progress towards course goals. For remediation, teachers can use the Standards Report to understand which particular academic standards need to be addressed for individual students or for the whole class.

SUMMATIVE ASSESSMENTS

The summative assessments in the Grade 6-12 Math Solution focus on preparing students for success on standardized tests, pre- and post-topic tests, and also on higher order thinking assessment.

Carnegie Learning’s Middle School/High School Math Solution includes the following summative assessments for every topic:

- Pre-Test / Post-Test
- End of Topic Test (two versions for flexibility)
- Performance Task with a grading rubric
- Standardized Practice Test

Carnegie Learning’s Middle School/High School Math Solutions assessments and item banks are available to customize, administer, download, and print through Edulastic. Edulastic provides powerful ways to assess learning and measure student progress.

Carnegie Learning’s partnership with Edulastic (www.edulastic.com), an online assessment platform, provides educators with powerful ways to assess learning and measure student progress. Edulastic works alongside MATHia's proven formative assessment to provide a digital summative assessment.

Edulastic assessments provide immediate access to comprehensive results and data at the module-level for the Grade 6-12 Math Solution assessments. In addition, since all questions in the Edulastic item banks are automatically graded, Edulastic users receive immediate data on student performance without teacher data entry. This data can be viewed from across the district to individual class and student levels. Common assessments can also be created and shared to create additional benchmark assessments as required.

Edulastic is an ideal element of the Grade 6-12 Math Solution because educators across your district will have access to:

- **High-quality Assessments and Item Banks:** There are pre-built assessments for every Math standard in Grades K-12. Teachers and district leaders can also create custom assessments using technology-enhanced items, selecting from trusted item banks of more than 60,000 questions, or a combination of both. All assessments and items are aligned to college and career readiness standards.
- **Immediate Access to Comprehensive Results and Data:** Because all questions are automatically graded, you get immediate data on student performance without teacher data entry. The extensive reports include overview graphs, detailed statistics, and drill-down capabilities. For example, you can see and compare student performance, standards mastery and growth trends at the district, school, class, and student levels. All reports and data are easily printable or exportable into pdf or csv (Excel) formats.
- **Authoring with 30+ Technology-Enhanced Question Types:** Going well beyond multiple choice, there are more than 30 technology-enhanced question types, such as drag-and-drop, passage-based, selecting text evidence, number line, graphing, and more. District staff and teachers will have access to the authoring tools in order to create their own questions, in addition to those available in the public library or your custom District library.
- **Common Assessments:** Ability to create and share common assessments across the district and control access by teachers and students.

Professional Learning Overview



Carnegie Learning is excited to partner with Jurupa Unified School District in order to support the use of our research-proven materials while developing best practices in math instruction across the middle school for their math educators.

Overarching Goal

To build capacity within teachers, both experienced and new, building-level instructional leaders (principals, assistant principals, coaches, and facilitators) along with District Office Staff to create and support rigorous, student-centered mathematics learning environments in every mathematics classroom across Jurupa Unified School District.

Initial Implementation Workshop

Sessions available On-Site for Up to 25 participants

The Initial Implementation Workshop gets your teachers and coaches started with Carnegie Learning curricula. Participants experience the research-based instructional model, become familiar with the teacher and student materials, and leave with an established process for planning and pacing throughout the school year. Participating educators will learn to:

- Effectively implement Carnegie Learning math curricula on a day-to-day basis
- Apply student-centered, standards-based instructional strategies
- Make connections between Carnegie Learning software, texts, and classroom instruction
- Navigate the resources available to teachers and students and the intent behind each of them

In-Classroom Job-Embedded Follow-Up Coaching Support

Limited to 4-6 teachers per day

In-Classroom Support takes place within the classroom and provides side-by-side coaching from the Carnegie Learning master practitioners. Carnegie Learning master practitioners intentionally build relationships with teachers and leaders in order to help the student achieve success and promote high-quality Carnegie Learning implementations. During In-Classroom Support, master practitioners will:

- Support the Carnegie Learning implementation to ensure fidelity to the model
- Provide individual and group coaching to support continuous growth and improvement
- Support student-centered learning and collaborative mathematics classrooms
- Assist schools in monitoring and maximizing a constant stream of data specific to individual classrooms and individual students
- Master practitioners will work side by side with the instructional coaches to build their capacity to support and sustain the implementation.

Virtual Office Hours including Group Coaching and Consulting

Online, 1-hour sessions

Office Hours provide the opportunity for teachers to receive support online from a CL master practitioner. Teachers can visit the virtual room during hours dedicated specifically to your school or district. Each teacher can choose to stay the entire time or just come for a short time to ask a specific question.

Virtual Office Hours can include:

- Group Lesson Planning Conversations with Teachers
- Group Subject Matter Content Conversations with Teachers
- Group CL Data Review Conversations with Teachers

Proposed 1yr Plan Pricing without Skills Practice Books

This proposed 1-Year Blended Math Solution represents a Partnership Plan to support up to 480 students and 2 teachers. All Carnegie Learning Partnerships are fully customized to meet your unique needs, but this represents a baseline recommendation for your consideration.

Program Level	Every Teacher Receives:	Every Student Receives:
	<ul style="list-style-type: none"> Print Teacher Implementation Guide Digital teacher materials for life of adoption <p><i>** TIG's provided gratis through Adoption.</i></p>	<ul style="list-style-type: none"> Print Student Edition All Digital Licenses for 1-Year Term <ul style="list-style-type: none"> eText + MATHia
Algebra 1	- 2 Algebra 1 Teachers	- 160 Student MATHbooks - 160 Student eText + MATHia Licenses
Geometry	- 2 Geometry Teachers	- 160 Student MATHbooks - 160 Student eText + MATHia Licenses
Algebra 2	- 1 Algebra 2 Teacher	- 160 Student MATHbooks - 160 Student eText + MATHia Licenses

Professional Learning Plan	
Total Embedded PL Service Summary	This Professional Learning Plan includes: <ul style="list-style-type: none"> Quantity 1 - Initial On-Site Implementation Workshop Session (6 hours) Quantity 2 - On-Site Job-Embedded Coaching Day (6 hours each) Quantity 4 - Virtual Office Hour with a CL Master Practitioner

1-Year Total Investment Summary without Skills Practice Books		
Subtotal	** Estimated annual per student cost is \$70.61	\$33,892.80
Shipping	Shipping to one location	\$955.20
Taxes	CA Taxes on Shippable Items - Richmond Taxes (9.75%)	\$932.26
Quote# Q-40305	Grand Total	\$35,780.26

Proposed 1yr Plan Pricing with Skills Practice Books

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Algebra 1	- 2 Algebra 1 Teacher Editions	- 160 Student MATHbooks - 160 Student Skills Practice Books - 160 Student eText + MATHia Licenses
Geometry	- 2 Geometry Teacher Editions	- 160 Student MATHbooks - 160 Student Skills Practice Books - 160 Student eText + MATHia Licenses
Algebra 2	- 2 Algebra 2 Teacher Editions	- 160 Student MATHbooks - 160 Student Skills Practice Books - 160 Student eText + MATHia Licenses

Professional Learning Plan	
Total Embedded PL Service Summary	This Professional Learning Plan includes: <ul style="list-style-type: none"> Quantity 1 - Initial On-Site Implementation Workshop Session (6 hours) Quantity 2 - On-Site Job-Embedded Coaching Day (6 hours each) Quantity 4 - Virtual Office Hour with a CL Master Practitioner

1-Year Total Investment Summary with Skills Practice Books		
Subtotal	** Estimated annual per student cost is \$80.12	\$38,457.60
Shipping	Shipping to one location	\$1,411.20
Taxes	CA Taxes on Shippable Items - Richmond Taxes (9.75%)	\$1,377.32
Quote# Q-40303	Grand Total	\$41,246.12

Carnegie Learning Partnership Team



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TERMS AND CONDITIONS

- The attached quotations is confidential and proprietary information not to be distributed or shared by the Customer.
- By accepting this quote, Customer accepts Carnegie Learning, Inc.'s Terms of Use policy available at: <http://www.carnegielearning.com/terms-of-use>
- Prices are subject to change without notice.
- Quote is valid for 30 days.
- Please include your tax exempt certificate with your purchase order. The Carnegie Learning Federal Tax ID# is 25-1805640
- Any applicable sales tax will be added to the fee and invoiced unless customer provides Sales tax exempt certificate issued by customer state.
- Payment Terms: Net 30 Days. Payment of entire invoice amount is required within 30 days from invoice date.
- All media sold by Carnegie Learning, Inc. are sold on a non-returnable basis. The only exceptions to this policy are:
 - Media received that was not ordered (wrong title, wrong quantity). Materials must be in original shrink wrap, if applicable, and not used.
 - Media received in a damaged condition that would render it unsuitable for use.
 - Customer is responsible to inspect textbook shipments and report any textbook quantity, title or damage issues within 45 days of receipt. Failure to report issues within the 45 days could result in additional return fees.
- Carnegie Learning, Inc. is under no obligation to accept return requests after 45 days of customer receipt of order.
- Customer is responsible for expedited shipping costs that fall outside of our standard delivery process. All textbooks carry a standard shipping timeframe of 4-6 weeks. Shipments will occur earlier if stock is available.
- Multi-year licenses run consecutively from license activation date.
- The school district is responsible for providing all hardware necessary to run the software, as specified in CLI's Systems Requirements (available at <http://carnegielearning.com/support>). Prices do not include hardware.
- All Professional Development services purchased expire at the term of this agreement. Standalone Professional Development purchases will expire one year from the purchase date.
- All credit memos and credit balances that exceed 120 days old will first be applied to any existing balances. After application, any remaining credit balance will be refunded via a check. Carnegie Learning will mail the check to the address on file.
- An additional credit card fee of 2.5% of total before sales tax will be applied if customer decides to pay by credit card.

Coversheet

Approval of Minutes

Section: V. Consent Action Items
Item: A. Approval of Minutes
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for March Board Meeting on March 16, 2023
2023_04_24_spring_cirac_meeting_minutes (2).pdf
MWA Finance Advisory Committee Meeting Minutes-4.26.2023.pdf

APPROVED



Making Waves Academy

Minutes

March Board Meeting

Date and Time

Thursday March 16, 2023 at 10:30 AM

Location

On campus at Making Waves Academy, 4123 Lakeside Dr., Richmond CA (in the Upper School Library, US-3), and livestreaming on zoom (see link below)

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGlTbVVHb1NFYUd2WWNTaW8wQT09>

Passcode: 073032

Or One tap mobile :

US: +16694449171,,87855022048#,,,,*073032# or +16699006833,,87855022048#,,,,*073032#

Or Telephone:

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

US: +1 669 444 9171 or +1 669 900 6833 or +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 564 217 2000 or +1 646 931 3860 or +1 929 436 2866 or +1 301 715 8592 or +1 309 205 3325 or +1 312 626 6799 or +1 386 347 5053

Webinar ID: 878 5502 2048

Passcode: 073032

International numbers available: <https://mwacademy.zoom.us/j/87855022048>

On-campus visitors

- All members of the public must pick up a visitor sticker at the meeting entrance to enter campus during school hours. In accordance with the Brown Act, you are not required to provide your name to attend and signing in is voluntary but a visitor sticker is required to keep the campus safe.
- Members of the public attending the board meetings are to remain within the designated meeting location and are not allowed to walk around campus for safety reasons. Upon adjournment, visitors must exit campus.

COMING SOON (to be posted by Wednesday, March 15th)

- HAGA CLIC [AQUÍ](#) para acceder a la agenda y portadas en español/CLICK [HERE](#) to access agenda and cover sheets in Spanish:
- HAGA CLIC [AQUÍ](#) para acceder el reporte escolar/CLICK [HERE](#) to access the school board report in Spanish:

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:

Molly Moloney at mmoloney@mwacademy.org or 510-779-1366.

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.
- **Public comment may be made in person or virtually. Speakers who plan to participate virtually 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 mmoloney@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.

Visitantes en el campus

Todos los miembros del público deben recoger una calcomanía de visitante en la entrada de la reunión para ingresar al campus durante el horario escolar. De acuerdo con la Ley Brown, no es necesario que proporcione su nombre para asistir y registrarse es voluntario, pero se requiere una calcomanía de visitante para mantener el campus seguro.

Los miembros del público que asisten a las reuniones de la junta deben permanecer dentro del lugar designado para la reunión y no se les permite caminar por el campus por razones de seguridad. Tras la clausura, los visitantes deben salir del campus.

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.*

- **Los comentarios públicos se pueden hacer en persona o virtualmente. Los oradores que planean participar virtualmente 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 mmoloney@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:

Molly Moloney at mmoloney@mwacademy.org or 510-779-1366.

Please note that all agenda times are estimates.

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

Directors Present

Alicia Klein, Esther Hugo (remote), Janis Glover (remote), Jessica Laughlin (remote), Layla Naranjo (remote)

Directors Absent

Ana Barron, Margaret Watson

Directors who arrived after the meeting opened

Layla Naranjo

Guests Present

Alton B. Nelson Jr., Carmen Velarde

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 16, 2023 at 10:36 AM.

B. Record Attendance

Quorum verified

C. Remarks by Board President

Board president made remarks about being back on campus.

D. Public Comment

No public comment

II. Standing Reports

A. Mission Connection: Black History Month at MWA

Board watched a video update provided by BSU.

B. ASB Update

ASB members provided an update and the board asked questions.

C. Deep Dive: Board Book

Board members discussed the book: The Privileged Poor

D. Q & A on CEO/Interim Principal Report

The board asked the CEO questions about the report.

E. Q&A on Written School Reports

Layla Naranjo arrived at 11:49 AM.

The board asked questions regarding the School Reports

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

The board asked the CFO questions about the report.

G. Break

Break was skipped

III. Non-Action Items

A. Advisory Committee Updates

Board members provided updates on Advisory Committees.

B.

Annual Form 700s

Board representative reminded the board of the deadline to submit Form 700.

IV. Action Items

A. Approve Minutes: January 26, 2023 Board Meeting

Board president suggested minor revisions to the January board meeting minutes. Jessica Laughlin made a motion to Approve the corrected minutes from January Board Meeting on 01-26-23.

Esther Hugo seconded the motion.

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

B. Approve Minutes: Finance Advisory Committee Meeting

Layla Naranjo made a motion to approve the minutes from Finance Advisory Meeting on 03-01-23.

Janis Glover seconded the motion.

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

C. Approve Minutes: Audit Advisory Committee Meeting

Janis Glover made a motion to approve the minutes from Audit Committee Meeting on 02-28-23.

Esther Hugo seconded the motion.

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

D. Declaration of Need

Layla Naranjo made a motion to Approve.

Esther Hugo seconded the motion.

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

E. 2022-23 Instructional Minutes and Bell Schedule Revisions

Esther Hugo made a motion to Approve.

Layla Naranjo seconded the motion.

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

F. Second Interim Budget Report

Janis Glover made a motion to Approve.

Jessica Laughlin seconded the motion.

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

G. Auditor Engagement Letter 2022-23

Janis Glover made a motion to Approve.

Layla Naranjo seconded the motion.

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

H. Form 990 and 199 Tax Returns for 2021-22

Janis Glover made a motion to Approve.

Esther Hugo seconded the motion.

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

V. Consent Action Items

A. e-Rate Priority 2 Contract

Esther Hugo made a motion to Approve.
Jessica Laughlin seconded the motion.
The board **VOTED** unanimously to approve the motion.

B. Vendor Invoice Review and Approval

Esther Hugo made a motion to Approve.
Jessica Laughlin seconded the motion.
The board **VOTED** unanimously to approve the motion.

VI. Closed Session

A. Closed Session Item

Moved to next meeting

VII. Discussion Items

A. Appreciations by the Board of Directors

The board shared appreciations

B. Schedule of Remaining Board of Directors Meetings 2022-2023

- May 4th, 2023, 4:00pm-7:00pm
- June 15th, 2023, 10:30am-1:30pm

VIII. 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 12:13 PM.

Respectfully Submitted,
Carmen Velarde

DRAFT



Making Waves Academy

Minutes

Spring CIRAC Meeting

Date and Time

Monday April 24, 2023 at 10:00 AM

Location

Hi there,

You are invited to a Zoom meeting.

When: Apr 24, 2023 10:00 AM Pacific Time (US and Canada)

Register in advance for this meeting:

<https://mwacademy.zoom.us/meeting/register/tZYscuuppj0uEtdGrNBQtQv3YE13jqwIC6Yv>

After registering, you will receive a confirmation email containing information about joining the meeting.

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Molly Moloney mmoloney@mwacademy.org (510) 779-1366.

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.
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- *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 mmoloney@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:

Molly Moloney mmoloney@mwacademy.org or (510) 779-1366.

**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), Esther Hugo (remote)

Committee Members Absent

None

Guests Present

Alton B. Nelson Jr. (remote), Brian Jimenez (remote), Eric Becker (remote), Gerri Swift (remote), Molly Moloney (remote)

I. Opening Items

A. Call the Meeting to Order

Alicia Klein called a meeting of the Curriculum Advisory Committee Committee of Making Waves Academy to order on Monday Apr 24, 2023 at 10:05 AM.

B. Record Attendance and Guests

C. Public Comment

There was an opportunity for public comment. No public comments were made.

II. Curriculum

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

Alton Nelson explained the revised written report structure and provided an overview of meeting topics.

B. Curriculum and Instruction Discussions

Board members asked questions related to the curriculum pilots, plans for implementation with fidelity, and schedule/other changes to facilitate the plans. The group discussed how to best progress monitor.

C. Curriculum Adoptions

The committee agreed with the curriculum choices proposed for upper school math and science and schoolwide ELD and will recommend approval to the board at the May meeting.

D. Break

The break was skipped.

E. Social-Emotional Learning Approach

Alton Nelson discussed and answered questions about the pilot for the Social Emotional Learning curriculum as well as plans to train staff on restorative practices and related issues.

F. College and Career Counseling Presentation & Discussion

Alton Nelson shared some brief College and Career updates. More detailed updates regarding college (e.g., college admissions, etc.) will be presented at the spring WASC committee meeting and the June board meeting.

G. Assessment Updates

Molly Moloney (Compliance and Assessment Administrator) shared updates and answered questions related to 22-23 assessment priorities and next steps for 23-24 assessment priorities, including an additional focus on formative assessments next year.

H. Day of Slides

There were no slides at this meeting.

III. Closing Items

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

Alton Nelson shared an exit ticket survey form for meeting participants. Meeting participants shared reflections on the meeting.

B. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 12:13 PM.

Respectfully Submitted,
Molly Moloney

Documents used during the meeting

- Curriculum & Instruction Report School Report - April 2023.pdf



Finance Advisory Committee Meeting Minutes

Date and Time: April 26th, 2023, at 2:00 PM

ATTENDING:

Committee Members: Alicia Malet Klein, Lori Crawford, Ken Blum, and Sid Landman

MWA Staff: CEO Alton B. Nelson, Jr., CFO Wallace Wei, and Director of Finance Hung Mai

Guest: Steve Blass, Patrick O'Donnell, and Siobhan McCarthy

- **FY'24 Original Budget – 1st Draft**
 - The CFO highlighted the major changes from the FY'23 2nd Interim Budget to the FY'24 Original Budget.
 - Government revenues will increase by \$425K, while the total expenditures will increase by \$3.5 million.
 - The committee recommended to reduce the facilities maintenance and repair expenses that will shift to Making Waves Education Foundation (MWEF).

- **FY'24 Supplemental College Access and Targeted Support Budget**
 - The Director of Finance presented the draft FY'24 Supplemental College Access and Targeted Support Budget to the committee. These are expenses Making Waves Education Foundation (MWEF) pays for directly..
 - The committee asked the finance team to double-check the College Application budget based on the senior class enrollment for FY'24 and revise if needed in the next draft.

- **Final FAC Meeting Date in FY'23 5/31/2023 @ 11 am**
 - The committee confirmed that the final meeting in FY'23 will be held on May 31 at 11 am.

Coversheet

Change in the School Calendar for 2023-24

Section: V. Consent Action Items
Item: B. Change in the School Calendar for 2023-24
Purpose: Vote
Submitted by: Katharine Mason
Related Material: MWA Academic Calendar_2023-2024.pdf

BACKGROUND:

The two-year Academic Calendar for 2022-2024 school years was previously written and approved prior to the finalization of the WCCUSD's 2023-2024 academic calendar. Now that the WCCUSD calendar for 2023-2024 is finalized we want to ensure alignment of breaks with our local school district. As such, MWA's planned 2024 spring break required a change FROM April 8, 2024 thru April 12, 2024 TO April 1, 2024 thru April 5, 2024.

RECOMMENDATION:

Recommend approval of the revised 2023-2024 Academic Calendar to reflect a change in Spring Break.

MWA 2023/24 Calendar

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Holidays = 15	Total Instructional Days	181
Recess = 19	Total Teacher Work Days	12
Teacher PD (no school for students) = 7	Total Saturdays (1/2 Days)	1.5
Teacher Work Day (no school for students) = 4	Total Teacher Workdays	194.5
Saturday Teacher Half Days = 3	Semester 1	81
# First day for 5th/9th Graders = 1	Semester 2	100
* Early Dismissal (1:00pm) = 7		
First & Last Day of School (all students)		
First & Last Day for Teachers		
# Progress Reports		
# Summer School		
# Contingency School Days (to be used for unexpected school closures)		
Sustainability Fridays for Staff = 5		

Federal holidays 2023/24

Jul 4, 2023	Independence Day	Nov 23, 2023	Thanksgiving Day	Jan 1, 2024	New Year's Day	Mar 29, 2024	Cesar Chavez Day (obs.)
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.)						

Board Approved: 05/05/2022

Coversheet

Teacher Credentialing: Education Code Local Assignment Option Framework

Section: V. Consent Action Items
Item: C. Teacher Credentialing: Education Code Local Assignment Option Framework
Purpose: Vote
Submitted by: Fe Campbell
Related Material: EdCode Local Assignment Option Executive Summary 04032023.pdf

BACKGROUND:

California Education Local Assignment Option Policy & Procedures

Consistent with the Education Code and MWA's legal duty to employ teachers that hold a valid teacher credential, the School remains committed to hiring "effective" teachers as defined by the state of California. In addition to new teacher recruitment strategies, MWA shall consider the current law which provides various ways for local governing boards to assign credentialed teachers to serve in subject-matter areas grades K-12, irrespective of the designations on their teaching credentials, as long as the teacher's subject matter competence or special skills and preparation is verified according to policy and procedures approved by the School's governing board and the teacher consents to the assignment.

RECOMMENDATION:

Your approval of MWA's California Education Local Assignment Option Policy and Procedures will support the School's flexibility to assign credentialed teachers to serve in subject areas grades K-12, regardless of the credential designation, as long as the teacher's subject matter competence or special skills and preparation is verified according to the policy and procedures enclosed. More importantly, it will help decrease the reporting of teacher misassignments in the annual CalSAAS reporting.

Should the policy and procedures be approved, a comprehensive list of all Local Assignment Options and Teachers will be presented to the Board each school year.

California Education Local Assignment Option Policy & Procedures

Executive Summary

Consistent with Making Waves Academy’s (“MWA” or the “School”) legal duty to employ teachers that hold a valid teacher credential, the School remains committed to hiring “effective” teachers as defined by the state of California. Aligned with the commitment to hire and retain teachers, MWA shall consider the current law which provides various ways for local governing boards to assign credentialed teachers to serve in subject-matter areas grades K-12, irrespective of the designations on their teaching credentials, as long as the teacher’s subject matter competence or special skills and preparation is verified according to policy and procedures approved by the School’s governing board and the teacher consents to the assignment.

Fiscal Impact: N/A

Current MWA Support for Presently Employed Educators 2022-23:

- For CTC compliance, HR monitors the issuance of the following credential, permit, or waiver types until the educator reaches Clear credential status. In the event that an educator is unable to meet certain milestones towards earning a Clear credential, HR creates a teacher plan to align requirements and milestones that must be met for continued employment.

Proposed MWA Support Add-On 2023-24 & Beyond:

- Adopt policy and provisions within Education Code (EC) and Title 5 Regulations (T5) that provide local educational agencies (LEAs) with educator assignment options that can be used when an LEA is unable to assign a certificated employee with the appropriate credential.

Key Highlights of the CA EdCode Local Assignment Option at MWA:

The majority of LAOs are limited to:

- General Education settings and select Educational Services
- Educators who hold a credential earned based on a bachelor’s degree and student teaching
 - Excludes Intern, Emergency, Waiver, Career Technical Education, and Adult Education document holder from usage.

Core: Allows local school districts to assign Preliminary or Clear credentialed (non-emergency) teachers to teach departmentalized classes in grades K-12, irrespective of the designations on their teaching credentials, as long as the teacher’s subject matter competence is verified according to policy and procedures approved by the governing board and the teacher consents to the assignment.

Elective: Allows local school districts to assign credentialed (non-emergency) teachers who have special skills and preparation outside of their credential authorization to, with their consent, be assigned to teach an elective course in the area of special skills or preparation.

Committee on Assignments (COA): The membership of the committee on assignments shall include an equal number of teachers, selected by teachers, and school administrators, selected by school administrators. Membership may include Principals, Assistant Principals, Lead Teachers, Mentor

Teachers, etc. in development of the process of verifying a teacher's competence in the subject being assigned.

- Making Waves Academy will report to its chartering authority instances when local assignment options are used. This reporting would most likely occur during the assignment monitoring activities in accordance with EC §44258.9, minimizing “misassignment” reporting error classifications in CalSAAS.

Policy & Procedures for Board Approval or Resolution:

- **Core Assignments:** [W Education Code §44258.3 Policy.docx](#) See Appendix A
- **Elective Assignments:** [W Education Code §44258.7\(c\)\(d\) Policy.docx](#) See Appendix B
- [W Education Code LOA Resolution 2023-24.docx](#) See Appendix C

Legal Citation for Local Assignment Option	Local Employing Agency Must Verify:			Assignment Can Be In:		
	Base Teaching Credential	Content Verification	Board Action	Setting	Grade	Content
EC §44258.3	Credential based on BA and Student Teaching	Subject knowledge as defined by the board	Specific Board Policy*	Departmentalized or Self-Contained	K-12 th	Any
EC §44258.7(c)(d)	Any teaching credential	Specific skills and preparation in Elective taught	Specific Board Policy**	Departmentalized	K-12 th	Elective
EC §44263 (Secondary)	Any teaching credential	18 lower or 9 upper semester units in Content taught	Resolution***	Departmentalized	K-12 th	Any
EC §44256	Elementary Credential	12 lower or 6 upper semester units in Content taught	Resolution***	Departmentalized	8th and below	Any
EC §44258.2	Secondary Credential	12 lower or 6 upper semester units in Content taught	Resolution***	Departmentalized	5th-8th	Any

*Craven: Refer to the [Advisory on Teacher Assignment Option EC §44258.3](#) for an example of appropriate board policies and procedures.

**Committee on Assignments (CoA): The use of CoA requires the board to adhere to the procedures outlined in [EC §44258.7\(c\)\(d\)](#).

***The governing board by resolution shall provide specific authorization for the assignment. The authorization of the governing board shall remain valid for one year and may be renewed annually.

[Appendix A](#)

**Making Waves Academy
Board Policy Regarding the Use of Local Assignment Option
Per Education Code §44258.3**

Discussion/Action Item

Current law provides various ways for local governing boards to assign credentialed teachers to serve in subject-matter areas grades K-12. One option is Education Code §44258.3 (Craven) which allows local school districts to assign credentialed (non-emergency) teachers to teach departmentalized classes in grades K-12, irrespective of the designations on their teaching credentials, as long as the teacher’s subject matter competence is verified according to policy and procedures approved by the governing board and the teacher consents to the assignment.

This policy is to establish Making Waves Academy’s (“MWA” or the “School”) plan (**in Attachment A**) to implement these options.

Recommendation:

The administration recommends approval of Board Policy to provide greater flexibility in local teacher assignments in grades K-12.

Approval:

Making Waves Academy adopts the attached Local Assignment Option plan in accordance with Education Code §44258.3 (Craven).

Board President

Chief Executive Officer

Date

Attachment A
Making Waves Academy's Plan
Based on Education Code §44258.3

Purpose: It is the intent of the Making Waves Academy to facilitate the assignment of teachers in accordance with EC §44258.3 when they consent to such assignments and when it has been verified that they are qualified for the requested assignment(s). The following procedures are intended to address the implementation of this Plan.

1. Principal (Site Administrator) identifies a subject-matter assignment need at the school site.
2. Site Administrator determines whether any existing staff has an appropriate credential, and is interested in the assignment, and whether EC §44258.3 should be utilized.
3. Site Administrator identifies consenting teacher for possible assignment pursuant to EC §44258.3, or a teacher may request to fill the assignment. The assignment is for one (1) year, subject to the at-will nature of employment and may be extended for additional time if the teacher and Making Waves Academy consents.
4. Teacher submits a petition form to teach in the position. The petition denotes criteria upon which petition is based, teacher consent, site administrator's recommendation of assignment. Governing board approval is not required for a teacher to continue for another year in the same subject of the assignment authorized by this option.
5. A Committee on Assignments (CoAs), selected by Making Waves Academy, will consist of site administrators and teachers. Selection of the Committee on Assignments members will take into consideration content expertise and professional experience at MWA. Terms of member shall be two (2) academic years, subject to renewal. The Committee on Assignments conducts, prior to beginning of the assignment, an assessment in accordance with EC §44258.3. This assessment must determine evidence of the candidate's knowledge of the subject matter to be taught and at the grade level to be taught.

One or more of the following criteria may be used in the review:

- a. Successful prior teaching experience of the subject
- b. Successful completion of intensive professional development in the subject to be taught
- c. Review of portfolio containing evidence of demonstrated knowledge
- d. Results of oral interviews

- e. Practical experience
 - f. Passage of an examination that is valid for the subject and grade level
 - g. Observation over time of the teacher in the subject in the grade level currently being taught
 - h. Observation of a demonstration lesson in the subject and at the grade level to be taught
 - i. Professional Growth Plan - The petitioning teacher and administrator have come to mutual agreement that a professional growth plan is necessary for the teacher to serve in the position
 - j. Successful completion of college or university course work in the subject to be taught
 - k. Successful prior work experience in the content area
6. The Assignment Review Panel makes a final disposition on whether to recommend that a teacher be assigned under EC §44258.3. The Assignment Review Panel informs the designee of the district of the results of the review.

Note:

- Teaching assignments made pursuant to EC §44258.3 must be included in the annual report to the Commission on Teacher Credentialing as required by EC §44258.9 during the year the school district is monitored by the county office of education.
- The school district is also responsible for reporting to their county office of education during assignment monitoring activities instances when this assignment option is used. This reporting would most likely occur during the assignment monitoring activities in accordance with EC §44258.9. A school district may forward a copy of their board approved policies that may assist the county office of education during the monitoring process.

Attachment B
Petition to Teach Departmentalized Subjects Under EC §44258.3
(Math, English, Science, Social Science)

This form is to be used by a credentialed teacher and a site administrator to request verification of adequate knowledge to teach specified subjects in a departmentalized setting in kindergarten or any of grades 1 through 12 in accordance with EC §44258.3.

Teacher: _____

SEID: _____

Division: Middle School Upper School School-wide

Subject(s) being requested: _____

Briefly describe why you feel you have adequate subject-matter knowledge to teach the requested subject(s).

Check the additional criteria upon which this petition is based. Attach appropriate evidence for each criterion checked.

- College/university course work
- Relevant on-the-job experience or previous teaching in the subject area
- Relevant volunteer experience
- Subject-matter examination
- Demonstrated competency in the subject to be taught
- Portfolio related to subject(s)
- Relevant professional growth activities
- Recommendations from other subject-matter specialists or experts
- Other (specify below)

Describe any other circumstances or criteria to be considered regarding this petition. Attach any documentation that helps to substantiate this information.

If approved, I consent to the assignment under **EC §44258.3** .

Teacher's signature

Date

If approved, the teacher will be assigned to teach the subject area(s) requested on the front page of this form.

Administrator's signature

Date

[Appendix B](#)

**Making Waves Academy
Board Policy Regarding the Use of Local Assignment Option
Per Education Code §44258.7(c)(d)**

Discussion/Action Item

Current law provides various ways for local governing boards to assign credentialed teachers to serve in subject-matter areas grades K-12. One option is Education Code §44258.7(c)(d) which allows local school districts to assign credentialed (non-emergency) teachers who have special skills and preparation outside of their credential authorization may, with their consent, be assigned to teach an elective course in the area of special skills or preparation, provided that the assignment is first approved by a Committee on Assignments.

This policy is to establish Making Waves Academy’s (“MWA” or the “School”) plan (**in Attachment A**) to implement these options.

Recommendation:

The administration recommends approval of Board Policy to provide greater flexibility in local teacher assignments in grades K-12.

Approval:

Making Waves Academy adopts the attached Local Assignment Option plan in accordance with Education Code §44258.7(c)(d).

Board President

Chief Executive Officer

Date

Attachment A
Making Waves Academy's Plan
Based on Education Code §44258.7(c)(d)

Purpose: It is the intent of the Making Waves Academy to facilitate the assignment of teachers in accordance with EC §44258.7(c)(d) when they consent to such assignments and when it has been verified that they are qualified for the requested assignment(s). The following procedures are intended to address the implementation of this Plan.

1. Principal (Site Administrator) identifies a subject-matter assignment need at the school site.
2. Site Administrator determines whether any existing staff has an appropriate credential, and are interested in the assignment, and whether EC §44258.7(c)(d) should be utilized.
3. Site Administrator identifies consenting teacher for possible assignment pursuant to EC §44258.7(c)(d), or a teacher may request to fill the assignment.
4. Teacher submits a petition form to teach in the position. (**Attachment A.1** for form draft). The petition denotes criteria upon which petition is based, teacher consent, site administrator's recommendation of assignment, and that assignment is for one (1) year, subject to the at-will nature of employment and may be extended for additional time if the teacher and Making Waves Academy consents.
5. A Committee on Assignments (CoAs), selected by Making Waves Academy, will consist of site administrators and teachers. Selection of the Committee on Assignments members will take into consideration content expertise and professional experience at MWA. Terms of member shall be two (2) academic years, subject to renewal.
6. The Committee on Assignments conducts, prior to beginning of the assignment, an assessment in accordance with EC §44258.7(c)(d). This assessment must determine evidence of the candidate's special skills, knowledge of, and/or preparation for the subject and grade level to be taught.

One or more of the following criteria may be used in the review:

- a. Successful prior teaching experience of the subject
- b. Successful completion of intensive professional development in the subject to be taught
- c. Review of portfolio containing evidence of demonstrated knowledge

- d. Results of oral interviews
 - e. Practical experience
 - f. Passage of an examination that is valid for the subject and grade level
 - g. Observation over time of the teacher in the subject in the grade level currently being taught
 - h. Observation of a demonstration lesson in the subject and at the grade level to be taught
 - i. Use of an agreed upon Professional Growth Plan to assist the teacher in serving in the position
 - j. Successful completion of college or university course work in the subject to be taught
 - k. Successful prior work experience in the content area
7. The Committee On Assignments makes a final disposition on whether to recommend that a teacher be assigned under EC §44258.7(c)(d). The Committee On Assignments informs the Site Administrator of the results of the review, and records on form (**Attachment A.2** for form draft).

Note:

- Making Waves Academy will report to its chartering authority instances when this assignment option is used. This reporting would most likely occur during the assignment monitoring activities in accordance with EC §44258.9.

Attachment A.1
Making Waves Academy
Petition to Teach Departmentalized Subjects Under EC §44258.7(c)(d)

This form is to be used by a credentialed teacher and a site administrator to request verification of special skills and preparation to teach an elective course in the area of the special skills or preparation in kindergarten or any of grades 1 through 12 in accordance with EC §44258.7(c)(d).

Teacher: _____

SEID: _____

Division: Middle School Upper School School-wide

Subject(s) being requested: _____

Initial Request Subsequent Request

Briefly describe why you feel you have adequate subject-matter knowledge to teach the requested subject(s).

Check the additional criteria upon which this petition is based. Attach appropriate evidence for each criterion checked.

- College/university course work
- Relevant on-the-job experience or previous teaching in the subject area
- Relevant volunteer experience
- Subject-matter examination
- Demonstrated competency in the subject to be taught
- Portfolio related to subject(s)
- Relevant professional growth activities
- Recommendations from other subject-matter specialists or experts
- Other (specify below)

Describe any other circumstances or criteria to be considered regarding this petition. Attach any documentation that helps to substantiate this information.

If approved, I consent to the assignment under EC §44258.7(c)(d)

Teacher's signature

Date

If approved, the teacher will be assigned to teach the subject area(s) requested on the front page of this form.

Administrator's signature

Date

Attachment A.2
Making Waves Academy
Assessment of Adequacy of Special Skills and Preparation
by the Committee on Assignments

This form is to be used by a credentialed teacher and a site administrator to request verification of special skills and preparation to teach an elective course in the area of the special skills or preparation in kindergarten or any of grades 1 through 12 in accordance with EC §44258.7(c)(d).

Teacher: _____

SEID: _____

Division: Middle School Upper School School-wide

Subject(s) being requested: _____

Committee Team Leader: _____

Committee Team Members:

Special skills specialist on Committee consulted: _____

The following methods were used to determine the adequacy of special skills and preparation of the petitioning teacher (please check elements considered):

- Successful prior teaching of the subject
- Successful completion of intensive professional development in the subject
- Review of a portfolio containing evidence of demonstrated knowledge
- Results of a semi-structured interview
- Successful completion of college or university course work in the subject
- Passage of an examination related to the course, grade level and state framework for the subject to be taught

- Observation of the teacher in the subject and grade level currently being taught
- Observation of a demonstration lesson in the subject to be taught at the grade level to be taught
- Successful prior work experience in the content area
- Proof of professional performance in the content area
- Other (specify) _____

The results of the methods indicated on the first page of this form are as follows:

Based upon the assessments indicated, the Committee on Assignments recommends the following action:

APPROVAL of the petition based upon verification of adequate knowledge at a level justifying:

- Clear verification
- Approval with professional growth/support plan

DISAPPROVAL of the petition

The Committee on Assignments recommends that the following elements be included in the professional growth/support plan.

Administrator's signature

Date

[Appendix C](#)

**MAKING WAVES ACADEMY BOARD RESOLUTION
TO AUTHORIZE LOCAL ASSIGNMENT OPTIONS**

WHEREAS, it is occasionally necessary to assign teachers to teach one or more periods in a subject area out of their major or minor field of study; and

WHEREAS, such assignments are allowed through Education Code Local Assignment Options; and

WHEREAS, use of these Local Assignment Options requires Board approval by policy and/or resolution; and

NOW, THEREFORE, BE IT RESOLVED that the MWA Governing Board hereby approves these options under the guidelines and standards allowed by California Education Code §44256, §44258.2(b), §44263, §44258.3, and §44258.7.

Note: Following approval and implementation, a comprehensive list of all MWA Local Assignments will be presented to the Board each school year.

Coversheet

Speech Pathology Group

Section: V. Consent Action Items
Item: D. Speech Pathology Group
Purpose: Vote
Submitted by: Karen Snider

Related Material:

23-24 Making Waves OT Projection (Estimate) 4.4.23.pdf
23-24 Making Waves Academy SPG Master Contract- signed 4.4.23 (1).pdf
23-24 Making Waves PT Projection (Estimate) 4.4.23 (1).pdf
22-23 Making Waves Academy Ed Tech Projection.pdf

BACKGROUND:

2023-24: Contract renewal for Speech Pathology group nonpublic agency (NPA). Supports MWA SPED with providing occupational therapy, physical therapy services and assessments. Projected Cost: \$45,000

EOY 2022-23: Addition of education technician for behavioral support to US SPED. 1:1 staffing as needed based on school/student needs. 3/20/23-6/9/23 Projected Cost: \$34,398.00

Making Waves Academy 2023-2024		SPG Therapy & Education Addendum D Occupational Therapy Services			As of:	4/4/2023
School Based Occupational Therapists						
SPG Therapist	Service	Dates of Service	Days per Week	Hours per Week	Notes	Hourly Rate ¹
ESY Services July 2023						
TBD						
¹ 2023-2024 Rates Subject to COLA effective 7/1/2023						
ESY Services July 2023:						TBD
Fall/Spring School Based Services*						
SPG Physical Therapist	Site/Service	Dates of Service	Days per Week	Work Days	Notes	23-24 Hourly Rate
TBD	Occupational Therapy	8/7/23-6/7/24	1	38	8 hours per week	\$112.50
Total Fall/Spring 2023-24 Projection:						\$34,200

*SPG Therapy & Education utilizes a Professional Work Week.
 Contractor agrees to provide services within the contracted hours per week, as set forth above.
 Daily hours may flex pending caseload requirements (i.e. IEP meetings, parent conferences, SST meetings, etc.).

SPG Therapy & Education (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**, Medical/MAA
 **The District understands that collection and retention of all attendance registers submitted by contracted staff is the responsibility of the District.
 It is further understood that the district will inform SPG Therapy & Education of contracted staff who are out of compliance with the District's policies and procedures.
 The contracting NPA understands that the District will provide computer access to contracted staff for SEIS access and input and for other required documentation.
 The NPA will provide all diagnostic and therapy materials to contracted service providers with the understanding that District agrees to provide appropriate and necessary test protocols, as test protocols are part of the student's record and are retained in student's file.

Bilingual therapists are contracted to provide Physical Therapy services and will not be utilized as interpreters during IEP meetings as this is outside their scope of professi

Susan Stark 4/4/2023

 Susan Stark, M.S., CCC-SLP Date
 President

 Name and Title Date
 Making waves Academy

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA _____ MAKING WAVES ACADEMY _____

Contract Year 2023-2024

_____ Nonpublic School

_____ Nonpublic Agency

Type of Contract:

_____ Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

_____ Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

_____ Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: Making Waves Academy

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER: SPG

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2023, between Making Waves Academy, hereinafter referred to as the local educational agency (“LEA”), a member of the El Dorado Charter SELPA and **SPG** (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils

shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children’s institution (hereinafter referred to as “LCI”), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR’s certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of CONTRACTOR’s failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR’s ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT (“ISA”)

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student’s educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student’s IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student’s parent, CONTRACTOR, or LEA may request a review of a student’s IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the “stay-put” requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located,

or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
 - iv. a surrogate parent,

- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of

CONTRACTOR’s employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student’s record, and a description of the record(s) provided. Such log needs to record access to the student’s records by: (a) the student’s parent; (b) an individual to whom written consent has been executed by the student’s parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, “employees of LEA or CONTRACTOR” do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student’s parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents’ requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER’s, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR’s successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days’ notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

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

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

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

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

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

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

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

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

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

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

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

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

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

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.
- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

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

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor’s insurance shall comply with the provisions of Section 15. Each

subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion,

age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE’s standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student’s IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards (“CCSS”) for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to

ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA’s extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student’s IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran’s Day, Thanksgiving Day, Christmas Day, New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student’s IEP and ISA. Unless otherwise specified in the LEA student’s ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student’s school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract,

including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment (“LRE”) options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team’s recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress (“CAASPP”), Desired Results Developmental Profile (“DRDP”), California Alternative Assessment (“CAA”), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California (“ELPAC”), the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;

4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education

or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent’s reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student’s home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN’S INSTITUTION (“LCI”) CONTRACTORS AND RESIDENTIAL TREATMENT CENTER (“RTC”) CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student’s IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is an NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

(OPTIONAL)

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil’s individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil’s behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student’s instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student’s progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction (“Superintendent”) shall monitor CONTRACTOR’S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as “CDOJ”) and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR’S employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR’S employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee’s conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA

with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR’s classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher’s classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

(OPTIONAL)

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher’s classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student’s IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student’s absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR'S offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR'S offices for purposes of interviewing CONTRACTOR'S employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 3and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

LEA

The Speech Pathology Group Inc. dba SPG Therapy & Education
Nonpublic School/Agency

Making Waves Academy
LEA Name

By: Susan Stark 4/4/23
Signature Date

By: _____
Signature Date

Susan Stark; President
Name and Title of Authorized Representative

Alton Nelson, CEO
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Susan Stark; President	
Name and Title	Name and Title
The Speech Pathology Group Inc. dba SPG Therapy & Education	Director of SPED
Nonpublic School/Agency/Related Service Provider	LEA
2021 Ygnacio Valley Road C-103	Making Waves Academy
Address	Address
Walnut Creek, CA 94598	4123 Lakeside Dr.
City State Zip	City State Zip
(925) 464-1290 (925) 945-1768	Richmond, CA 94806
Phone Fax	Phone Fax
Contracts@spgtherapy.com	P. (510) 262-1511 F. (510) 262-1518
Email	Email

**Additional LEA Notification
 (Required if completed)**

INVOICES AND BILLS TO: MWA ACCOUNTS PAYABLE

Name and Title
 MWA ACCOUNTS PAYABLE

Address
 4123 Lakeside Dr.

City State Zip
 Richmond, CA 94806

Phone Fax
 510-779-1404

Email

mwapayable@mwacademy.org

***Please see attached rate sheet**

EXHIBIT A: 2023-2024 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: _____

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount: _____

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

1) Daily Basic Education Rate: _____

2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.) DAILY RATE: _____

3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____

<u>Specialized Deaf and Hard of Hearing (710)</u>		
<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (no code)</u>		



**The Speech Pathology Group, Inc.
2023-2024 Estimated Rates**

<u>Service Type</u>	<u>Rate</u>
Addendum A Services - Speech:	
Language and Speech	\$959.04 per 7-8 hour day \$140.66 per hour
Language and Speech Specialty (AAC, AT, D/HH, Bilingual)	\$1,073.06 per 7-8 hour day \$156.64 per hour
Language and Speech Consult	\$151.32 per hour
Language and Speech Specialty Consult	\$180.09 per hour
Clinic Services – Individual	\$132.13 per hour
Clinic Services – Group (2 or 3)	\$106.56 per hour
Addendum B Services – Behavior:	
Behavior Intervention – BID (BCBA)	\$175.82 per hour
Behavior Intervention – BID (BCaBA)	\$150.25 per hour
Behavior Intervention - BII	\$104.43 per hour
Addendum C Services - Psych:	
School Psychologist	\$175.82 per hour \$1,175.36 per 7-8 hour day)
Addendum D Services - OT:	
Occupational Therapy	\$111.89 per hour
Addendum E Services - PT:	
Physical Therapy	\$111.89 per hour
Addendum F Services – Mental Health (CG and PCT):	
CG and PCT	\$961.17 per 7-8 hour day (\$141.72 per hour)
CG and PCT (Bilingual)	\$1,071.99 per 7-8 hour day (\$155.58 per hour)
Addendum G Services – Education Specialists:	
Education Specialist	\$959.04 per 7-8 hour day (\$140.66 per hour)
Education Specialist (Bilingual)	\$1,073.06 per 7-8 hour day (\$156.64 per hour)
Independent Educational Evaluations – All Disciplines	\$180.09 per hour

Similar to district employees, travel between sites during business hours is paid and is included in the rate schedule above.

SPG utilizes a Professional Work Week. Daily hours may flex pending caseload/district requirements, ie. IEP meetings, parent conferences, staff meetings, etc. 7-8 hour day. SPG staff will adhere to district staff calendar, including teacher work days and staff development days. SPG agrees to provide services within the contracted days.

Multi-year discounts available
Teletherapy rates as quoted above

EXHIBIT B: 2023-2024 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: M F Grade: _____
 (Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: Home Foster LCI # _____ OTHER _____

Parent/Guardian _____ Phone () _____ () _____
 (Residence) (Business)

Address _____ City _____ State/Zip _____
 (If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: _____ during the regular school year
 _____ during the extended school year
- Nonpublic School:* The number of school days in the calendar of the school year are: _____ during the regular school year
 _____ during the extended school year
- Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

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

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

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Other (no code)							
Transportation-Emergency b. Transportation-Parent							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ Other (Specify) _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

The Speech Pathology Group Inc. dba SPG Therapy & Education

 (Name of Nonpublic School/Agency)

Making Waves Academy/El Dorado Charter SELPA

 (Name of LEA/SELPA)

Susan Stark _____
 (Signature) (Date)

 (Signature) (Date)

Susan Stark; President

 (Name and Title)

Alton Nelson, CEO Making Waves Academy

 (Name of Superintendent or Authorized Designee)

Making Waves Academy 2023-2024		SPG Therapy & Education Addendum C Physical Therapy			As of:	4/4/2023
School Based Physical Therapy						
SPG Therapist	Service	Dates of Service	Days per Week	Hours per Week	Notes	Hourly Rate ¹ Amount
ESY Services July 2023						
TBD						
¹ 2023-2024 Rates Subject to COLA effective 7/1/2023						
						ESY Services July 2023:
						TBD
Fall/Spring School Based Services*						
SPG Physical Therapist	Site/Service	Dates of Service	Days per Week	Work Days	Notes	23-24 Hourly Rate Amount
TBD	Physical Therapy	8/7/23-6/7/24	2-5 hours per month			\$112.50 \$5,625
Total Fall/Spring 2023-24 Projection:						\$5,625

*SPG Therapy & Education utilizes a Professional Work Week.
 Contractor agrees to provide services within the contracted hours per week, as set forth above.
 Daily hours may flex pending caseload requirements (i.e. IEP meetings, parent conferences, SST meetings, etc.).

SPG Therapy & Education (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**, Medical/MAA
 **The District understands that collection and retention of all attendance registers submitted by contracted staff is the responsibility of the District.
 It is further understood that the district will inform SPG Therapy & Education of contracted staff who are out of compliance with the District's policies and procedures.
 The contracting NPA understands that the District will provide computer access to contracted staff for SEIS access and input and for other required documentation.
 The NPA will provide all diagnostic and therapy materials to contracted service providers with the understanding that District agrees to provide appropriate and necessary test protocols, as test protocols are part of the student's record and are retained in student's file.

Bilingual therapists are contracted to provide Physical Therapy services and will not be utilized as interpreters during IEP meetings as this is outside their scope of professi

Susan Stark 4/4/2023

 Susan Stark, M.S., CCC-SLP Date
 President

 Name and Title Date
 Making waves Academy

Making Waves Academy 2022-2023		Addendum G Education Technican Services				As of: 4/11/2023		
School Based Education Technican								
Fall/Spring School Based Services*								
SPG Education Technican		Service	Dates of Service	Hours per Day	Days per Week	Notes	22-23 Hourly Rate	Amount
Victoriana Calederon		Education Technican	3/20/2023-6/9/23	6.5	5	54 days	\$98.00	\$34,398.00
Total 2022-2023 Services:								\$34,398.00

Susan Stark _____ 4/11/2023 _____
 Susan Stark, M.S., CCC-SLP _____
 President Date

 Name and Title Date
 Making Waves Academy

Coversheet

SolarWinds Service Desk Renewal

Section: V. Consent Action Items
Item: E. SolarWinds Service Desk Renewal
Purpose: Vote
Submitted by: Damon Edwards
Related Material: SolarWinds Quote.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 attached quote with a fiscal impact of \$ 34,903.80.

SolarWinds Renewal Quote

Valid Until: 31 May 2023

Terms: Net 30



Quote#: Q-329699

SolarWinds ID: SW22670199

Currency: USD

Questions?

Contact your renewal representative if you have questions about your order.

Chelsea Douglas

chelsea.douglas@solarwind...

Contact Renewal Department

By phone:

866.530.8100

By e-mail:

renewals@solarwinds.com

Company: Making Waves Academy

Address: Making Waves Academy
4123 Lakeside Drive
Richmond CA 94806
United States



4/26/23, 7:13 AM

Email: dedwards@mwacademy.org
Company: SolarWinds

Phone: (510) 333-5830

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	2500	12	201802	31 May 2023	31 May 2024	\$ 3.57	\$ 8,925.00
2	Professional Service Agent Users - Annual Subscription Renewal	40	12	201803	31 May 2023	31 May 2024	\$ 649.47	\$ 25,978.80
3	Subtotal Group - Subscriptions							\$ 34,903.80

Proration Credit line(s) include previous payment(s) made on the remaining original term plus credit for applicable Renewal and/or Expansion and do not affect future pricing.

Pricing above may not include local taxes, for which the customer is responsible.

Sub-Total: \$ 34,903.80

Total Amount Due: \$ 34,903.80



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Coversheet

PowerSchool Renewal and Addendum

Section: V. Consent Action Items
Item: F. PowerSchool Renewal and Addendum
Purpose: Vote
Submitted by: Damon Edwards
Related Material: MWA Addendum - scan_20230322121926 (2).pdf

BACKGROUND:

PowerSchool is an online student information system used for grading, attendance, as well as housing student and staff demographic data. The attached renewal quotes include the following PowerSchool products:

- PowerSchool Student Information System Hosted Service Renewal
- Unified Classroom Behavior Support Subscription - Behavior management service used to track and manage student behavior.
- Naviance AchieveWorks - Hosted platform used by CCC that provides students with tools to plan for a college that aligns with their strengths and interests.

RECOMMENDATION:

Please approve the attached quotes and corresponding addendum that has a fiscal impact of \$30394.06 in the 2023/24 school year.



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: cs@powerschool.com
 Quote Date: 15-FEB-2023
 Quote #: Q-751877-1

Prepared By: CS-Inside (Digital)
 Customer Name: Making Waves Academy
 Contract Term: 12 Months
 Start Date: 27-JUL-2023
 End Date: 26-JUL-2024
 Billing Frequency: Annually

Customer Contact: Damon Edwards
 Title: Director of Technology
 Address: 4123 LAKESIDE DR
 City: RICHMOND
 State/Province: California
 Zip Code: 94806
 Phone #: (510) 964-2403

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 27-JUL-2023 - 26-JUL-2024				
License and Subscription Fees				
PowerSchool SIS Hosting Test Bed Annual		1,180.00	Students	USD 4,047.40
PowerSchool SIS Hosting SSL Certificate		1.00	Each	USD 529.32
PowerSchool SIS Hosting SSL Certificate		1.00	Each	USD 530.65
PowerSchool SIS Hosted Subscription		1,180.00	Students	USD 15,233.80

License and Subscription Totals: **USD 20,341.17**

Quote Total	
Initial Term	27-JUL-2023 - 26-JUL-2024
Amount To Be Invoiced	USD 20,341.17

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Making Waves Academy

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 3-FEB-2023

Date:

PO Number: _____



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: cs@powerschool.com
 Quote Date: 15-FEB-2023
 Quote #: Q-755917-1

Prepared By: CS-Inside (Digital)
 Customer Name: Making Waves Academy
 Contract Term: 12 Months
 Start Date: 1-JUL-2023
 End Date: 30-JUN-2024
 Billing Frequency: Annually

Customer Contact: Damon Edwards
 Title: Director of Technology
 Address: 4123 LAKESIDE DR
 City: RICHMOND
 State/Province: California
 Zip Code: 94806
 Phone #: (510) 964-2403

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 1-JUL-2023 - 30-JUN-2024				
License and Subscription Fees				

Unified Classroom Behavior Support Subscription		1,200.00	Students	USD 5,676.00
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License and Subscription Totals: **USD 5,676.00**

Quote Total

Initial Term	1-JUL-2023 - 30-JUN-2024
Amount To Be Invoiced	USD 5,676.00

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Making Waves Academy

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 9-FEB-2023

Date:

PO Number: _____



150 Parkshore Dr, Folsom, CA 95630
 Remit Email: cs@powerschool.com
 Quote Date: 15-FEB-2023
 Quote #: Q-758090-1

Prepared By: CS-Inside (Digital)
 Customer Name: Making Waves Academy
 Contract Term: 12 Months
 Start Date: 4-NOV-2023
 End Date: 3-NOV-2024
 Billing Frequency: Annually

Customer Contact: Damon Edwards
 Title: Director of Technology
 Address: 4123 LAKESIDE DR
 City: RICHMOND
 State/Province: California
 Zip Code: 94806
 Phone #: (510) 964-2403

Product Description	Quantity	Unit	Unit Price	Extended Price
Initial Term 4-NOV-2023 - 3-NOV-2024				
License and Subscription Fees				
Naviance AchieveWorks	Making Waves	333.00	Students	USD 712.62
Naviance Alumni Tracker	Making Waves	1.00	Per Building	USD 506.14
Naviance eDocs	Making Waves	77.00	Students	USD 773.85
Naviance for High School	Making Waves	333.00	Students	USD 2,384.28

License and Subscription Totals: **USD 4,376.89**

Quote Total	
Initial Term	4-NOV-2023 - 3-NOV-2024
Amount To Be Invoiced	USD 4,376.89

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Making Waves Academy

Signature:

Signature:



Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 10-FEB-2023

Date:

PO Number: _____

Addendum

This Addendum addresses amended and additional terms to be included into the Main Services Agreement (the "Agreement"). Except as set forth in this Addendum, the Agreement, including the Quotes # Q-678400-1, # Q-687969-1, # Q-690010-1, #Q-758090-1, #Q-755917-1, and #Q-751877-1 (and any other quotes to which this addendum is attached and referenced) and the Addendum to PowerSchool Master Services Agreement for Compliance with California Education Code § 49073.1 is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

1. **2.4.4**

The following is added at the end of the first sentence in section 2.4.4:
"upon notice of such unauthorized access."

2. **2.6 End-of-Life Policy**

Section 2.6 is deleted in its entirety and replaced with the following:

"PowerSchool reserves the right to discontinue a PowerSchool Software as part of its end-of-life (EOL) policy upon providing advanced written notice to Customer consistent with PowerSchool's standard policies and procedures. PowerSchool will use commercially reasonable efforts to transition Customer to a substantially similar PowerSchool Software. If PowerSchool does not have a substantially similar PowerSchool Software, then PowerSchool will credit to Customer any unused portion of the prepaid fee for such PowerSchool Software that is subject to EOL."

3. **2.4.2. Restrictions**

The first sentence of section 2.4.2. is deleted in its entirety and replaced with the following:

"2.4.2 Customer will not and will take reasonable steps to ensure its User(s) will not: (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Subscription Service to a third party or in a service bureau or outsourcing offering; (b) use any Subscription Service to provide, or incorporate any Subscription Service into, any general purpose data warehousing service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, modify, or otherwise attempt to derive source code or non-public APIs to any PowerSchool Software, except to the extent expressly permitted by applicable law (and then only upon advance written notice to PowerSchool); (d) write or develop any derivative works based upon the PowerSchool Offering; (e) intentionally interfere with or disrupt the integrity or performance of any PowerSchool Offering or third-party data contained therein or any systems or networks; (f) use the Subscription Services to build similar or competitive products or services; (g) perform or publish any performance or benchmark tests or analyses relating to the Subscription Services, other than solely for Customer's internal use; (h) remove or obscure any proprietary or other notices contained in any PowerSchool Offering; or (i) use any robot, spider, data miner, crawler, scraper or other automated means to access or index the PowerSchool Offering. Customer shall not use plugins that are not approved by PowerSchool."

4. **3.3.3 Notification**

The language in section 3.3.3 is deleted in its entirety and replaced with the following:

"Customer will notify PowerSchool immediately in writing of any unauthorized use or distribution of PowerSchool Offering of which Customer becomes aware and will take all reasonable steps necessary to ensure that such unauthorized use or distribution is terminated."

5. **4.8 Marketing**

The second to last sentence in section 4.8 is deleted and replaced with the following:

"Notwithstanding the foregoing, PowerSchool's right to continue to use any printed marketing materials produced, published, or disseminated prior to such termination will continue until the supply, publication, dissemination and/or use of such materials is exhausted or terminates."

6. **5.1 Confidential Information**

The third sentence in section 5.1 is deleted and replaced with the following:

"Without limiting the foregoing, the PowerSchool Offering are the Confidential Information of PowerSchool,



and subject to the requirements of Section 5.5 (Public Records Act), the California Public Records Act and the California Ralph M. Brown Act, the terms of this Agreement and each Transaction Document are Confidential Information of PowerSchool.”

7. **5.4 Compelled Disclosure.**

The following phrase is deleted from section 5.4:
“(as so advised by counsel)”

8. **5.5 Public Record Act**

The following words shall be added to section 5.5 (a) after the word “disclosure”:
“under applicable laws or regulations.”

9. **9. DISCLAIMER OF WARRANTIES.**

The following sentence is added to the end of section 9:
“NOTWITHSTANDING THE ABOVE DISCLAIMERS, POWERSCHOOL AGREES TO MAKE REASONABLE EFFORTS TO TIMELY REPAIR OR CORRECT ANY ERRORS OR DEFECTS IN THE PRODUCTS AND SERVICES PROVIDED BY POWERSCHOOL TO CUSTOMER UNDER THIS AGREEMENT.”

10. **10.2 Data Breach Indemnification by PowerSchool**

Section 10.2 is deleted in its entirety and replaced with the following:

“10.2 Indemnification by PowerSchool

Subject to Section 11 (LIMITATION OF LIABILITY), PowerSchool hereby agrees to defend, indemnify, and hold harmless Customer and its directors, officers, employees, representatives and agents (collectively, “Customer Indemnitees”) from and against any Liabilities, including reasonable legal fees (including but not limited to attorney’s fees, costs and expenses), brought by a third party against a Customer Indemnitee to the extent relating to or arising out of: (a) PowerSchool’s or its agent’s unauthorized disclosure, rent, sale or lease of Customer’s or any of its User’s confidential information (excluding De-Identified Data in accordance with this Agreement) that is provided to PowerSchool by Customer or any of its Users; (b) PowerSchool’s violation of this Agreement, its Privacy Policy or the DPA executed between the Parties; (c) PowerSchool’s gross negligence or willful misconduct; or (d) PowerSchool’s infringement of any intellectual property rights as set forth in Section 10.1.”

11. **11.2 CAP ON MONETARY LIABILITY**

“TWELVE (12)-MONTH PERIOD” is deleted and replaced with “TWENTY-FOUR (24) MONTH PERIOD”.

12. **11.3 Exceptions**

Section 11.3 is deleted in its entirety and replaced with the following:
NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS IN SECTION 11.1 (EXCLUSION OF DAMAGES) AND SECTION 11.2 (CAP ON MONETARY LIABILITY) SHALL NOT APPLY TO LIABILITY ARISING OUT OF A PARTY’S GROSS NEGLIGENCE OR FRAUD.

13. **13.1 Agreement Term**

The following sentence is added to the end of Section 13.1:
“This Agreement will terminate upon the effective date of any termination, non-renewal, or revocation of Customer’s charter or the cessation of Customer’s operations for any reason, as long as Customer provides written notification to PowerSchool of such event.”

14. **13.3. Suspension**

Section 13.3 (C) is deleted in its entirety and replaced with the following:
“PowerSchool will have the right to suspend performance of certain obligations under this Agreement in the event where Customer is notified in writing in advance that an objective security threat arises so great as to warrant immediate action by PowerSchool to protect the security of Customer data and the PowerSchool systems.”



15. **14.4 Force Majeure**

Section 14.4 is deleted in its entirety and replaced with the following:

"Neither PowerSchool nor the Customer will be deemed in breach of this Agreement for failure in performance resulting from acts beyond its reasonable control, including but not limited to, breach by subcontractors or suppliers, failure of Customer or PowerSchool to provide the other party promptly and accurate information and materials, as applicable, acts of God or of a public enemy, acts of terrorism, United States or foreign governmental acts or restrictions in either a sovereign or contractual capacity, labor strikes, fire, power outages, road icing or inclement conditions, flood, epidemic or pandemic as designated by the World Health Organization, earthquakes, tsunamis, drought, disease, quarantine, or other extraordinary circumstances beyond either Party's control."

16. **14.8 Assignment**

Section 14.8 is deleted in its entirety and replaced with the following:

"Neither PowerSchool or Customer may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; provided, however, that either party may assign its rights and obligations under this Agreement without the consent of the other party in the event the party hereafter effects a corporate reorganization, consolidates with, or merges into, any person or transfers all or substantially all of its properties or assets to any entity. This Agreement will inure to the benefit of and be binding upon the Parties, their respective successors, executors, administrators, heirs and permitted assignees"

17. **14.13 Essential Basis of the Agreement**

Section 14.13 is deleted in its entirety and replaced with the following:

"The parties acknowledge and understand that the disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions, and limitations of liability in negotiating the terms and conditions herein, and that absent such disclaimers, exclusions, and limitations of liability, the terms and conditions of the Agreement would be substantially different."

18. **14.15 Entire Agreement**

The last sentence of section 14.15 is deleted in its entirety and replaced with the following:

"The order of precedence is the executed Quote and any addendum referenced therein, then this Agreement, then any referenced and applicable exhibits and privacy policy, addendums, and amendments."

Addendum to PowerSchool Master Services Agreement for Compliance with California Education Code § 49073.1

IN CONSIDERATION of the mutual promises by PowerSchool Group LLC ("Service Provider") and Making Waves Academy ("LEA") (collectively, the "Parties") in this Addendum, the Quotes # Q-678400-1 and Q-690010-1, and the PowerSchool Main Services Agreement between LEA and Service Provider with a term of (dates to be filled in once Agreement is signed) ("Agreement"),

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and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to enter into this Addendum to the Agreement. The Parties agree as follows:

1. The terms and conditions of the Agreement are incorporated herein by reference.
2. This Addendum shall remain in full force and effect during the entire Term of the Agreement. No modification of this Addendum shall be binding unless in writing and expressing an intent to modify the Addendum and signed by an authorized representative from each party. No unilateral revision to the Agreement, the exhibits thereto or the Service Provider's Privacy Policy shall nullify or modify the terms of this Addendum.
3. Pupil records obtained by Service Provider from LEA continue to be the property of and under the control of the LEA. Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees or contractors. Pupil records does not include de-identified information (information that cannot be used to identify an individual pupil) used by the third party: (1) to improve educational products for adaptive learning purposes and for customized pupil learning; (2) to demonstrate the effectiveness of the Service Provider's products in the marketing of those products; or (3) for the development and improvement of educational sites, services, or applications.
5. Pupils may retain possession and control of their own pupil-generated content and transfer pupil-generated content to a personal account, to the extent consistent with the functionality of the Service Provider's Products and Services, by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Service Provider will provide the option to transfer pupil account data into a family account (to be paid for by the pupil or parent/guardian separately).
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by submitting a written request to Making Waves Academy. After receiving written authorization from Making Waves Academy, Service Provider will work with Making Waves Academy to

make the personally identifiable information in the pupil's records that are accessed, stored, or maintained by the Service Provider available for the parent, guardian or eligible pupil's review and correct any erroneous information contained in such records.

7. Service Provider shall take commercially reasonable actions to ensure the security and confidentiality of pupil records. Its security measures are designed to protect the pupil records and personal information it collects from loss, misuse, and unauthorized access, disclosure, alteration, and destruction and include but are not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records and using individual user accounts, access controls, auditing and logging, and encryption to limit the dissemination of personal information to only designated staff or third-party vendors as is reasonably necessary to the provision of the Service Provider's Products and Services under the Agreement.

8. In the event of a confirmed unauthorized disclosure of a pupil's records, Service Provider shall notify Making Waves Academy thereof in writing as soon as reasonably possible but no later than three (3) business days and use commercially reasonable efforts to remedy such breach.

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Agreement.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider after termination or upon completion of the terms of the Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Service Provider will, within thirty (30) days of receipt of a written request from Making Waves Academy, provide written notice that pupil records have been destroyed and/or deidentified. This provision shall survive termination of the Agreement.

11. Making Waves Academy and Service Provider agree to comply with all applicable California and federal laws and regulations including but not limited to the Family Educational Rights And Privacy (FERPA) and California Education Code section 49073.1.

12. Service Provider shall not use personally identifiable information in pupil records to engage in targeted advertising.

13. The Parties agree to comply with all applicable laws, regulations and ordinances including but not limited to the Children's Online Privacy Protection Act and related regulations (COPPA), the Student Online Personal Information Protection Act (SOPIPA), FERPA, and California Education Code section 49073.1.

IN WITNESS WHEREOF, each party hereto has caused this Addendum to be executed by its authorized representative and agrees that an electronic signature of an authorized representative constitutes a valid signature for such party, effective as of the date first set forth below.

Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806

By: _____

Name: Damon Edwards

Title: CTO

Date: 18-Nov-2022

PowerSchool Group LLC
150 Parkshore Drive
Folsom, CA 95630

By: _____

Name: Angelina Hendraka

Title: Chief Accounting Officer

Date

Coversheet

BEI Maintenance Contract

Section: V. Consent Action Items
Item: G. BEI Maintenance Contract
Purpose: Vote
Submitted by: Damon Edwards
Related Material:
SEC_22_1113_Making Waves Academy_IT Dept Service Agreement Rev 3 (1).pdf

BACKGROUND:

This attached 1-year Preventative Maintenance Agreement provides service coverage for the physical security systems' IT equipment and software. The physical security IT equipment and software are separate from MWA's core IT infrastructure and require regular specialized maintenance to ensure they systems perform well and reliably. The contract also provides technical support for the Avigilon Access Control and Security Camera software and related equipment which enables MWA to receive timely and effective support in the event of an outage.

RECOMMENDATION:

Please approve the BEI maintenance agreement that begins on 07/01/23 and which has an annual fiscal impact of \$29,367.00.



Annual Security IT Maintenance Agreement
Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806

SEC_23_1113_Making Waves Academy_ IT Dept Maintenance Agreement Rev 3

April 19, 2023

Presented By:

BEI Connect



April 19, 2023

Damon Edwards
Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806

Re: **SEC_23_1113_Making Waves Academy_ IT Dept Maintenance Agreement Rev 3**

Dear Mr. Edwards,

On behalf of BEI Connect, we have prepared this revised 1-year Preventative Maintenance Agreement which provides you service coverage for your security systems described below. This proposal represents our service support recommendations based on our knowledge of the installed security systems at the 4123 Lakeside Dr., Richmond CA 94806

INTRODUCTION

BEI Connect is recognized as a highly talented and successful provider of integrated security systems in the US. Our approach to security is unique in that we believe in the long view for security. We interpret our role as a strategic partner with our clients helping them develop and support their unique presentation and communication needs of today and in the future. The intent is to ensure that we've captured the best technology for the client and maximize the cost/value of their security investment. We work closely with a company's management and IT team to implement the technologies requested.

Our team consists of a vast pool of talent representing many years of security design/integration experience with team members holding security certifications and credentials widely respected in the industry. We have refined our model for success by hiring and retaining the best talent in the industry. Our team is currently over 200 persons strong and growing with a national footprint.

We partner with some of the top manufacturers of access control, CCTV, video, Intercom and ancillary communication components to custom design security systems relevant to the specific needs of each client. We provide security services of design and installation based on your specific needs and budget.

Our clients come from a wide variety of industries including high tech., gaming, banking, legal, healthcare, education, hospitality, insurance and private and government. A list of references can be provided upon request.

For more information, please visit our website at www.BEICONSTRUCTION.COM



AREA OF CONCERN

We have included service support coverage for the following systems:

- Security network

SERVICE SUPPORT AGREEMENT / WARRANTY

BEI Connect offers the following Service Support Agreement for areas as listed in Areas of Concern above. This Service Support Agreement shall be binding and deemed effective when executed by Client whose signature is provided for on the signature pages hereof June 2023. This Service Support Agreement will run for a twelve (12-month) period from date of execution.

BEI Connect offers the following additional coverage as part of our Simplicity Service Support Agreement as follows.

- BEI will provide a login to our client service portal as well as our 1-800 number. Service requests can be requested electronically or via telephone 24/7
- This option includes labor to perform preventative maintenance checks at intervals described to identify potential issues in order to minimize obsolescence and to maintain your system in peak operating condition. Repairs of identified issues will be performed at an additional cost upon customer approval.
- Components that are suspected of being faulty will be reported and a quote for repair or replacement will be provided for approval.
- On-Site labor within 24 hrs.
- On-Site labor within 6 hrs. for issues deemed critical to business operations.
- BEI will provide and maintain a storage rack with lock for client inventory (if applicable). Inventory will be tracked using BEI's inventory software. Logs will be stored for incoming and outgoing materials and provide to the client upon request. Cost of extra materials is not included in this proposal. An additional quote can be provided upon request.
- Dedicated Service Team with Direct Email and Direct Phone Number
- Priority Response Time within 4 hours (phone or email) during Business Hours
- Unlimited Telephone Technical Support 8am-5pm during Business Hours
- Facilitate Manufacturer's Warranty Repair or Replacement
- Remote Support from BEI Connect Support Team 8am-5pm during Business Hours
 - Remote support options: email or phone
- BEI will Preventative Maintenance Visit as described un the included services section.
- Service Business Hours: (7am until 3pm PST) Monday thru Friday (excluding holidays)



CONTRACT PRICING

Pre-paid 1-Year Support Option:

12-mo. Service Support Agreement

Coverage Period: 07.01.2023 – 06.31.2024

Security Network

\$ 29,367.00

Total

\$ 29,367.00

Included Services:

- **Security Network Support:**
 - One monthly windows server update (to occur on Friday after patching)
 - One annual update of security switch firmware/IOS
 - Once annually identify hardware and software EOL dates and provide recommendations on appropriate replacements.
 - Once annually ensure hardware and software warranty & support contracts are current. Recommend appropriate renewal agreements.
 - Maintain system documentation.
 - Access control and security system configurations.
 - Maps and diagrams of cameras, NVR's and Network.
 - Maintain backups of switch configuration
 - Once annually, provide training for MWA staff & IT team during summer (1st or 2nd week in august).
 - Provide up to two (2) ad hoc trainings for new MWA staff members during the course of the contract.
 - Review of Avigilon access control system software reported errors, troubles and warnings
 - Review of Avigilon video system software reported errors, troubles and warnings
 - Remote technical support



Manufacturers Warranties

Manufacturers' equipment warranties are of varying lengths (usually 90 days to 1 year) and some cover up to 3 years. BEI Connect will warranty this equipment for the term established by the manufacturer. The labor to remove the equipment and re-install it after the repair is NOT included in this service agreement. BEI Connect's warranty does not apply to any product with an expired manufacturer warranty (as noted above), components existing prior to BEI CONNECT's initial build, and owner furnished equipment items or any item that has been subject to misuse, neglect, accident or operational error. Parts such as filters, lamps, LCD panel, plasma panel, DLP optical engine, ILA type optical units and bulbs are not included.

Exclusions

Service benefit does not apply to:

- Client changes to systems – not covered
- Wireless lock battery replacements are not included in this maintenance agreement.
- If a component fails and is no longer covered under the manufacturer's warranty, BEI Connect will facilitate getting the manufacturer to provide a quote to repair or replace the product. However, BEI Connect cannot provide extended warranties on parts or materials outside the manufacturer's specified warranty period. Nor will BEI Connect cover the costs to repair or replace any component that no longer falls within the specified manufacturer's warranty and BEI installation warranty.
- Pre-existing components or owner furnished equipment (OFE) shall be supported with the same response time and diagnostics for repair as all new or existing components provided and installed by BEI Connect. However, in the event an OFE or pre-existing component fails, BEI Connect will require the Client to contact the company from whom they purchased the item to secure support for service or repair of the failed component.
- BEI Connect will not support any item that has been subject to misuse, neglect, accident, operational error or changes made to the system by the client or to the network.

Conditions

- Service Business Hours: (8am until 5pm PST) Monday thru Friday.
- Additional service visits may be determined as billable for services not covered by the agreement at BEI Connect standard flat rate minimum service charge of \$600 for the first hour. Additional labor hours are billed at \$150/hr. during normal business hours. After hours and emergency rates can be provided at time of request.
- BEI Connect will warranty equipment for the term established by the manufacturer.
- The labor to remove the equipment and re-install it after repair is NOT included as part of this service agreement.
- Consumable parts are billable.
- Client is expected to ensure that rooms are sequentially available on the same day(s) for the scheduled preventative maintenance visit(s), in effort to facilitate efficiency during the visit(s) and prevent a return site visit due to room unavailability. We will work with the client to coordinate a mutually convenient date and workflow per room visit to ensure minimal disruption to the Client and maximum efficiency of labor performed during the preventative maintenance site visit.
- Price for service agreement will be contingent upon a full inspection and evaluation of the current security system. Additional one-time fee will apply for inspection unless otherwise noted.



BEI Connect
Technology | A/V | Security

A Division of BEI Construction, Inc.

Design / Build.... "Your Gateway To Success!"

Termination

Either BEI Connect or Trinity may terminate this agreement, with or without cause, by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of termination. The agreement is non-refundable.

SUMMARY

BEI Connect is committed to the ongoing service support of our clients. We have the experience and expertise to provide you with the future support needs.

We are confident that our participation on support will contribute to your security success. We trust you will find this Service Support Agreement proposal acceptable. All we require is your review, select the option desired, and provide approval of this proposal with signature and/or purchase order. This proposal is valid for 30 days.

Sincerely,

Chris Franza

Chris Franza

Sr. Account Manager

BEI Connect

1101 Marina Village Parkway

Alameda, CA 94501

Cfranza@beiconstruction.com



BEI Connect
Technology | A/V | Security
A Division of BEI Construction, Inc.



Statement of Work

This Statement of work dated April 19, 2023 is between BEI Connect ("BEI") and Making Waves Academy ("MWA").

Scope of Work:

1-year Preventative Maintenance Support as per the proposal above.

"SEC_23_1113_Making Waves Academy_ IT Dept Maintenance Agreement Rev 3"

Cost & Terms:

The cost for the materials, labor and expenses furnished under this Statement of Work will be:

Security Support 1-year: \$ 29,367.00

If the terms and or conditions of this Statement of Work are modified by MWA, BEI will continue to furnish labor, materials and expenses to the MWA on a change order basis. BEI will require verbal, written, email or text approval from the MWA or agents on behalf of the MWA to execute any change order. If a Purchase Order is needed in order to invoice for services, then the MWA will provide a Purchase Order prior to the start of the work if needed.

Payment / Invoicing Phases:

Phase I: At Signing of Agreement 100% (of Contract value) or Specified Amount

Change Orders will be invoiced upon completion of change order.

Invoicing, Deposits & Payments will be submitted according to the schedule above. The terms of this statement of work will be from ("date of signing of agreement") through the completion of the project. Payment terms are NET 30 from date of invoice. Late payments shall bear interest at a monthly rate of 2%. In the event that collection proceeding is undertaken, the costs of collection, including reasonable attorney fees, shall be added to the amounts due under this agreement.

Making Waves Academy

BEI Connect (A Division of BEI Construction, Inc.)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Coversheet

Vendor Invoice Review and Approval

Section: V. Consent Action Items
Item: H. Vendor Invoice Review and Approval
Purpose: Vote
Submitted by: Hung Mai
Related Material: Vendor Invoices - March 2023.pdf

BACKGROUND:

Vendor invoices for March 2023.

RECOMMENDATION:

Review and approve March 2023 vendor invoices.

Making Waves Academy				
Bill Payment List				
March 2023				
Date	Num	Vendor	Amount	Descriptions
3/6/2023	17585	Alvarez, Arturo	\$ 31.50	Contract Services
3/13/2023	17622	Ameriflex LLC	\$ 327.85	FSA Administrative Fee
3/20/2023	17642	Anchor Counseling & Education Solutions, LLC	\$ 28,804.17	SPED Service
3/6/2023	17586	Armor Locksmith	\$ 138.01	Keys
3/27/2023	17662	Armor Locksmith	\$ 94.97	Keys
3/20/2023	17643	AT&T CALNET	\$ 665.10	Utility
3/6/2023	17587	Avant Assessment, LLC	\$ 4,081.70	Contract Services
3/13/2023	17623	Bay Area Charters	\$ 950.00	Transportation for Field Trip and Sport
3/20/2023	17644	Bay Area Charters	\$ 9,688.75	Transportation for Field Trip and Sport
3/20/2023	17645	Bay Area International Translation Services LLC	\$ 195.00	Translation Services
3/27/2023	17663	Bay Area International Translation Services LLC	\$ 830.00	Translation Services
3/6/2023	17588	California Choice Benefit Administrators	\$ 175,455.15	Health Insurance
3/6/2023	17589	California's Great America	\$ 1,221.00	Field Trip
3/6/2023	17590	CDW Government	\$ 56,020.09	IT Supplies
3/27/2023	17664	CDW Government	\$ 1,856.00	IT Supplies
3/1/2023		Chase	\$ 53,347.22	Credit Card Payment
3/6/2023	17591	Cintas	\$ 3,056.01	Custodial Supplies
3/27/2023	17665	Cintas	\$ 4,224.72	Custodial Supplies
3/20/2023		CircleUp Education	\$ 3,990.00	Professional Development
3/6/2023	17592	City of Pinole	\$ 3,000.00	Facility Rental Fee
3/20/2023	17646	coLeague	\$ 21,412.00	Contract Services
3/13/2023	17624	Colonial Life	\$ 311.10	Health Insurance
3/6/2023	17593	Contra Costa Co Office of Ed	\$ 30,625.00	Teacher Induction
3/13/2023	17625	Corodata	\$ 285.27	Storage Fee
3/13/2023	17626	Cross Country Education	\$ 452.00	SPED Service
3/13/2023	17627	Department of Justice	\$ 51.00	Staff Recruitment
3/6/2023	17594	Dialink Corporation	\$ 2,232.24	IT Contracted Services
3/6/2023	17595	EBMUD	\$ 7,764.30	Utility
3/27/2023	17666	EdTec Inc	\$ 1,013.33	School Attendance Service

Making Waves Academy				
Bill Payment List				
March 2023				
Date	Num	Vendor	Amount	Descriptions
3/13/2023	17628	Enome, Inc.	\$ 5,550.00	IT Contract Services
3/6/2023		Equitable Talent Strategies	\$ 5,400.00	Contract Services
3/13/2023		Equitable Talent Strategies	\$ 8,977.50	Contract Services
3/1/2023		Fruge Psychological Assoc Inc	\$ 47,188.75	Psychologist
3/6/2023		Fruge Psychological Assoc Inc	\$ 10,972.50	Psychologist
3/6/2023	17596	Global Office Inc	\$ 660.77	Copier Lease
3/27/2023	17667	Global Office Inc	\$ 4,876.99	Copier Lease
3/6/2023	17597	Gutierrez, Felipe	\$ 22.72	Reimbursement
3/13/2023	17629	Hanna Interpreting Services LLC	\$ 13,909.80	Contract Services
3/27/2023	17668	Hanna Interpreting Services LLC	\$ 7,968.00	Contract Services
3/6/2023	17598	Headwaters Science Institute	\$ 1,000.00	Field Trip
3/13/2023	17630	Jackson, Tameka	\$ 1,406.32	Contract Services
3/6/2023	17599	Jostens	\$ 2,859.70	Graduation Supplies
3/20/2023	17647	Kronos	\$ 5,217.41	Payroll system
3/20/2023	17648	Law Offices of Young, Minney & Corr, LLP	\$ 2,132.50	Legal Fees
3/1/2023	17582	LBM, Business Services Inc.	\$ 1,500.00	E-Rate
3/15/2023	17631	LBM, Business Services Inc.	\$ 1,500.00	E-Rate
3/15/2023	Voided - 17582	LBM, Business Services Inc.	\$ (1,500.00)	E-Rate
3/6/2023	17600	Leon, Krisma	\$ 76.75	Reimbursement
3/13/2023	17632	Linde Group	\$ 24,704.85	IT Support
3/27/2023	17669	Linde Group	\$ 32,675.00	IT Support
3/6/2023	17601	Making Waves Foundation, Inc.	\$ 153,403.00	School Lease
3/13/2023	17633	Marin Benefits Administrators	\$ 350.00	Contract Services
3/6/2023	17602	Mid-County Officials Network	\$ 8,296.00	Sport Game Fees
3/6/2023	17603	Minuteman Press	\$ 158.07	Office Supplies
3/6/2023	17604	National Association for College Admission Counseling	\$ 300.00	Contract Services
3/6/2023	17605	Netronix Integration, Inc.	\$ 1,200.00	Contract Services
3/6/2023	17606	Nob Hill Catering Inc	\$ 28,934.05	Student Food
3/13/2023	17634	Nob Hill Catering Inc	\$ 167.50	Student Food

Making Waves Academy				
Bill Payment List				
March 2023				
Date	Num	Vendor	Amount	Descriptions
3/6/2023	17607	Office Depot	\$ 1,180.08	Office Supplies
3/13/2023	17635	Office Depot	\$ 4,681.29	Office Supplies
3/20/2023	17649	Office Depot	\$ 863.16	Office Supplies
3/27/2023	17670	Office Depot	\$ 1,087.47	Office Supplies
3/27/2023		Pacheco's Cleaning Service	\$ 47,900.00	Janitorial Services
3/6/2023		PG & E - 0911653377-0	\$ 5,879.66	Utility
3/6/2023		PG & E - 1229161920-8	\$ 13,552.66	Utility
3/6/2023		PG & E - 2538827590-8	\$ 30,751.35	Utility
3/6/2023		PG & E - 5344744823-3	\$ 3,382.14	Utility
3/6/2023		PG & E - 6293019192-9	\$ 13,417.82	Utility
3/6/2023	17608	PLIC - SBD GRAND ISLAND	\$ 22,047.12	Health Insurance
3/20/2023	17650	Precision Wireless Service	\$ 2,907.04	IT Supplies
3/27/2023		Quadient Finance USA, Inc	\$ 819.51	Postage
3/6/2023	17609	Quest Media & Supplies, Inc	\$ 8,619.36	IT Supplies
3/6/2023	17610	Quick SWPPP Corporation	\$ 600.00	Building Repairs/Maintenance
3/13/2023		ReadyRefresh by Nestle	\$ 43.10	Drinking Water Supplies
3/13/2023		ReadyRefresh by Nestle	\$ 234.60	Drinking Water Supplies
3/6/2023		Republic Services #851	\$ 4,944.59	Waste Management
3/13/2023		Rids Brother Company Inc	\$ 8,964.00	SPED Transportation Service
3/6/2023		Robert Half Technology	\$ 713.83	IT Contracted Services
3/13/2023		Robert Half Technology	\$ 1,343.68	IT Contracted Services
3/13/2023	17636	RTF Edu Enterprises, Inc.	\$ 7,500.00	Interventionist
3/6/2023	17611	Sage Intacct, Inc.	\$ 18,776.25	Accounting Software
3/13/2023	17637	Santa Cruz Beach Boardwalk	\$ 5,895.90	Field Trip
3/6/2023	17612	Scoot Education Inc	\$ 8,020.00	Substitutes Fee
3/13/2023	17638	Scoot Education Inc	\$ 10,374.00	Substitutes Fee
3/20/2023	17651	Scoot Education Inc	\$ 10,374.00	Substitutes Fee
3/27/2023	17671	Scoot Education Inc	\$ 7,581.00	Substitutes Fee
3/20/2023	17652	Seneca Family of Agencies	\$ 3,800.00	SPED Service

Making Waves Academy				
Bill Payment List				
March 2023				
Date	Num	Vendor	Amount	Descriptions
3/13/2023	17639	Springbrook Masonic Temple	\$ 490.00	Contract Services
3/13/2023	17640	Sterling	\$ 406.49	Background Check
3/6/2023	17613	Susan Tamayo-Toler	\$ 1,773.98	Office Supplies
3/20/2023	17653	The HR Manager LLC	\$ 1,253.75	Contracted Services
3/13/2023	17641	The Office City	\$ 1,580.07	Supplies
3/20/2023	17654	The Speech Pathology Group	\$ 1,120.35	SPED Service
3/6/2023	17614	T-Mobile	\$ 5,920.00	Telephone
3/27/2023	17672	Turman Commercial Painters, Inc.	\$ 850.00	Repairs and Maintenance - Building
3/6/2023	17615	Varsity Spirit Fashions & Supplies	\$ 763.20	Sport Supplies
3/13/2023		Verizon Wireless	\$ 4,131.81	Telephone
3/6/2023	17616	Vision Service Plan	\$ 1,778.19	Health Insurance
3/6/2023	17617	Wells Fargo Vendor Financial Services, LLC	\$ 3,740.28	Copier Lease
3/27/2023	17673	Wells Fargo Vendor Financial Services, LLC	\$ 2,058.91	Copier Lease
		March 2023	\$ 1,054,152.30	
		March 2022	\$ 793,361.21	

Coversheet

CCCOE TIP MOU 2023-24

Section: V. Consent Action Items
Item: I. CCCOE TIP MOU 2023-24
Purpose: Vote
Submitted by: Fe Campbell
Related Material: 23-24 PS 1 TIP MOU - Fillable.pdf

BACKGROUND:

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 2023-2024 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.



**Contra Costa County Office of Education
Teacher Induction Program**

**MEMORANDUM OF UNDERSTANDING (MOU)
for the CCCOE Teacher Induction Program**

July 1, 2023 – June 30, 2024

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 the 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). To request a CCCOE mentor, email the CCCOE TIP Coordinator with the request and an additional written agreement will be provided.
8. Pay half of the amount by **December 15, 2023**. Pay the balance of the amount by **March 29, 2024**. 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:

- Training for mentors
- Mentor attendance at mentor seminars during the year
- Individual coaching of mentors and other program-related personnel
- Training 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 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 (stipend + benefits)</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 of \$300 per candidate.</p>
CCCOE Facilitated Professional Development available for Districts/Partner Schools <i>upon request</i>	<p style="text-align: center;">TBD</p> <p>(Art and Science of Mentoring/Coaching, Coaching Cycles, Analysis of Student Work, Observation Cycles, Coaching toward Equity, Culturally Responsive Teaching, Teacher Resilience, etc)</p>
CCCOE Provided Level 1 Competency Requirement Only <i>(California Trained Education Specialists Only)</i>	<p style="text-align: center;">\$1,125 per Participating Teacher</p>

Exhibit B
CCCOE TIP Confidentiality Policy

Confidentiality Policy

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.

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.

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.

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 align="center">1-2</p> <p align="center">Recommended Stipend: \$2,000 - 3,000 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 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, 2023**.

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/Lead Mentor

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, 2023**.

To Be Completed by CCCOE Only

MOU Authorization Has Been Approved By The Following:		
Bill Clark <i>Deputy Superintendent, Interim CCCOE</i>		Date
Charise DeCoito Nyere da Silva <i>Coordinator, CCCOE TIP</i>		Date

Coversheet

Slides Presented at Board Meeting (Staff please do not link presentations here)

Section: VI. Day-of Presentation Slides (MWA Board: Do Not Read in Advance)
Item: A. Slides Presented at Board Meeting (Staff please do not link presentations here)
Purpose: FYI
Submitted by:
Related Material: MWA Board Meeting_May 2023.pptx



MWA Board Meeting

May 4, 2023



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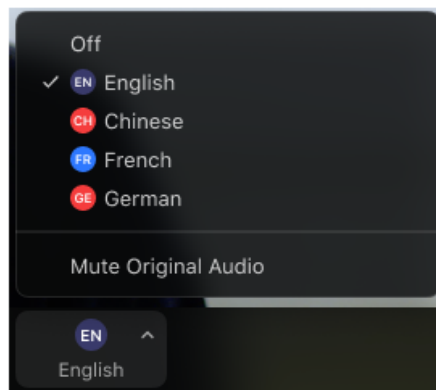
Activating Interpretation / Activar Interpretación

Computer

1. In your meeting/webinar controls, click **Interpretation**.



2. Click the language that you would like to hear.



3. (Optional) To only hear the interpreted language, click **Mute Original Audio**.

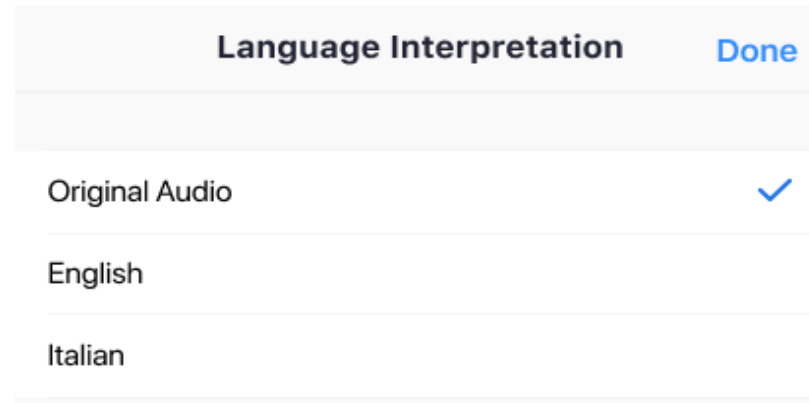
Cell Phone

1. In your meeting controls, tap ... **More**.



2. Tap **Language Interpretation**.

3. Tap the language you would like to hear.



4. (Optional) Tap the toggle to **Mute Original Audio**.



5. Click **Done**.

Public Comment

Use the raise hand function when your name is called.

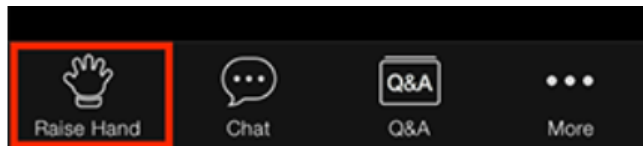
Computer

1. Click **Raise Hand** in the Webinar Controls.



2. The host will be notified that you've raised your hand. If the host allows you to talk, you may be prompted to unmute yourself. While unmuted, your profile picture and name is displayed to the host and panelists. Only your name is displayed to other attendees.

Cell Phone





Mission Connection



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ASB Board Report - May 4th, 2023

ASB Members: Yoltzin Wallace + Melanie Leon



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Successes

Successes

- **Pep Rally**

The Rally was very inclusive. There was multiple performances from Theater and Cheer.

Audience was more engaged and enthusiastic

- **Spring Festival**

Clubs made a decent amount of money

There was more variety of games, food, beverages, and homemade/DIY crafts

Surround sound made the event better

- **ASB Election Season**

A lot of interest in ASB this year

Challenges

Challenges

- **Spring Festival:**

The weather was no great for an outside gathering. Plan to have club fairs on warmer days.

No that many middle school students at the festival.

- **Pep Rally**

Ran out of time. Maybe will need to extend in the future

Priorities

Priorities

- **ASB Elections**
- **ASB Retreat**
- **Planning out future fundraising ideas**

Questions & Conversation



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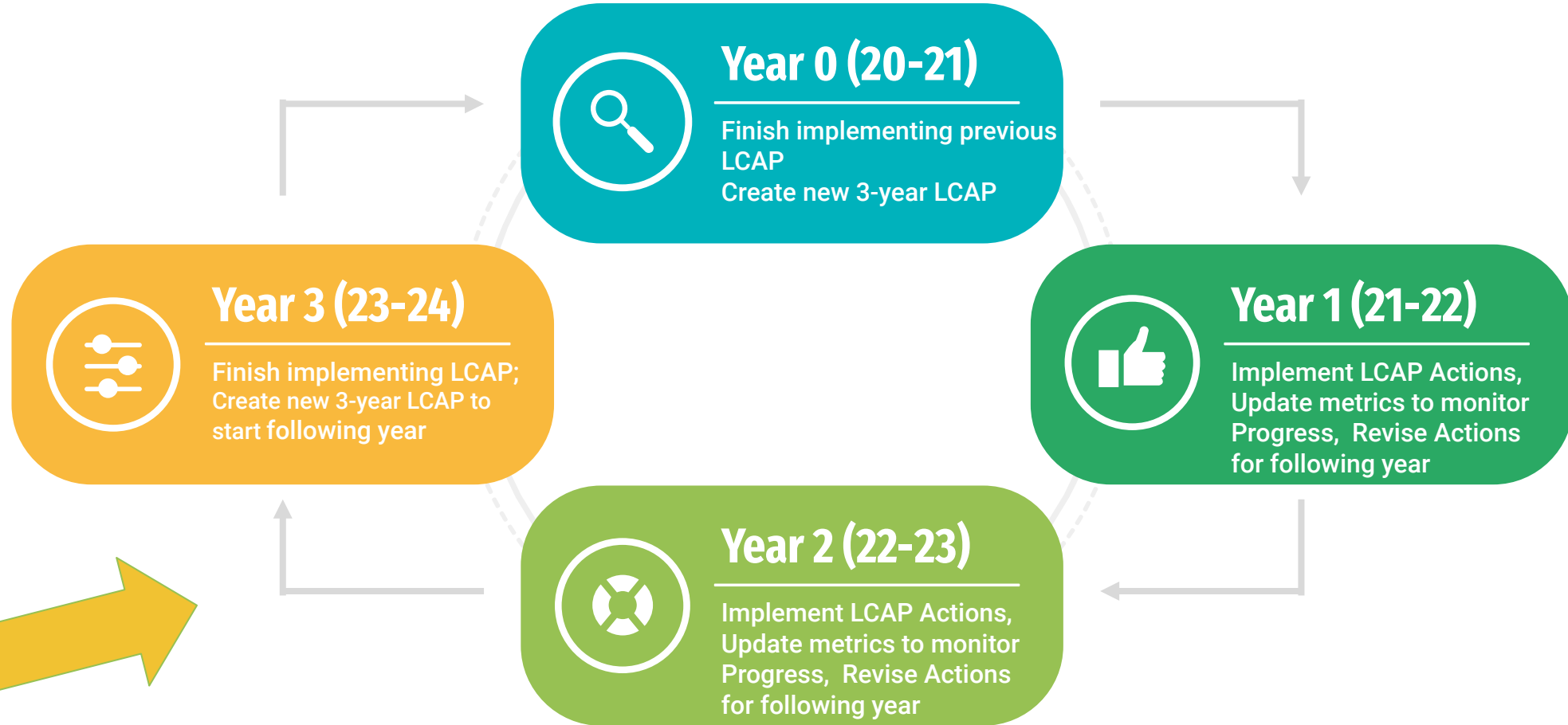


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2023-24 LCAP Public Hearing

Presenter(s): Molly Moloney, Alton Nelson
Date: May 4, 2023

LCAP 3 year cycle





WASC and LCAP Alignment



Support for All Learners: *Develop and refine vertically-aligned programs to support all learners.*

LCAP Goal 1: Basic Conditions

LCAP Goal 2: Academic Standards

LCAP Goal 3: Family Partnerships

LCAP Goal 8: Academic Growth



College and Career Readiness: *Refine holistic support for college and career readiness that build all students' capacity for graduation and success beyond high school.*

LCAP Goal 4: College & Career Readiness

LCAP Goal 7: Course Access



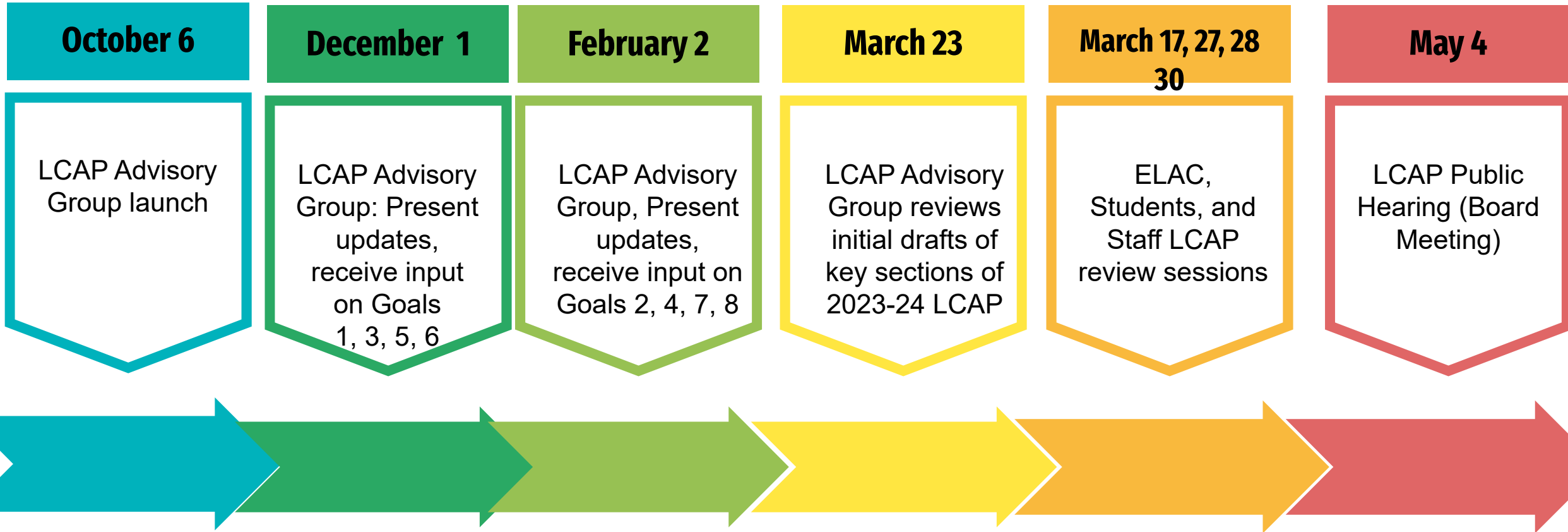
Diversity, Equity, and Inclusion: *Create a safe, inclusive, and high-performing environment for all students and adults that are informed through the lens of diversity, equity, and inclusion.*

LCAP Goal 5: Student Engagement

LCAP Goal 6: School Climate



LCAP Educational-Partner Engagement



Educational Partner feedback areas

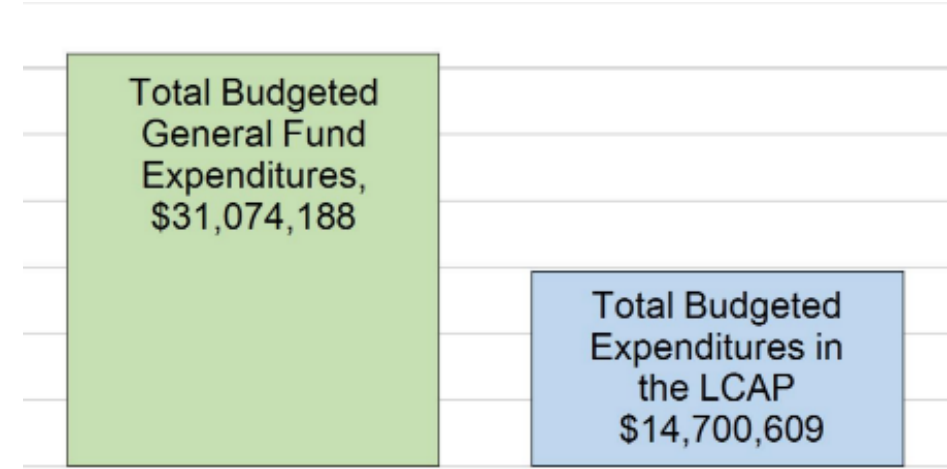
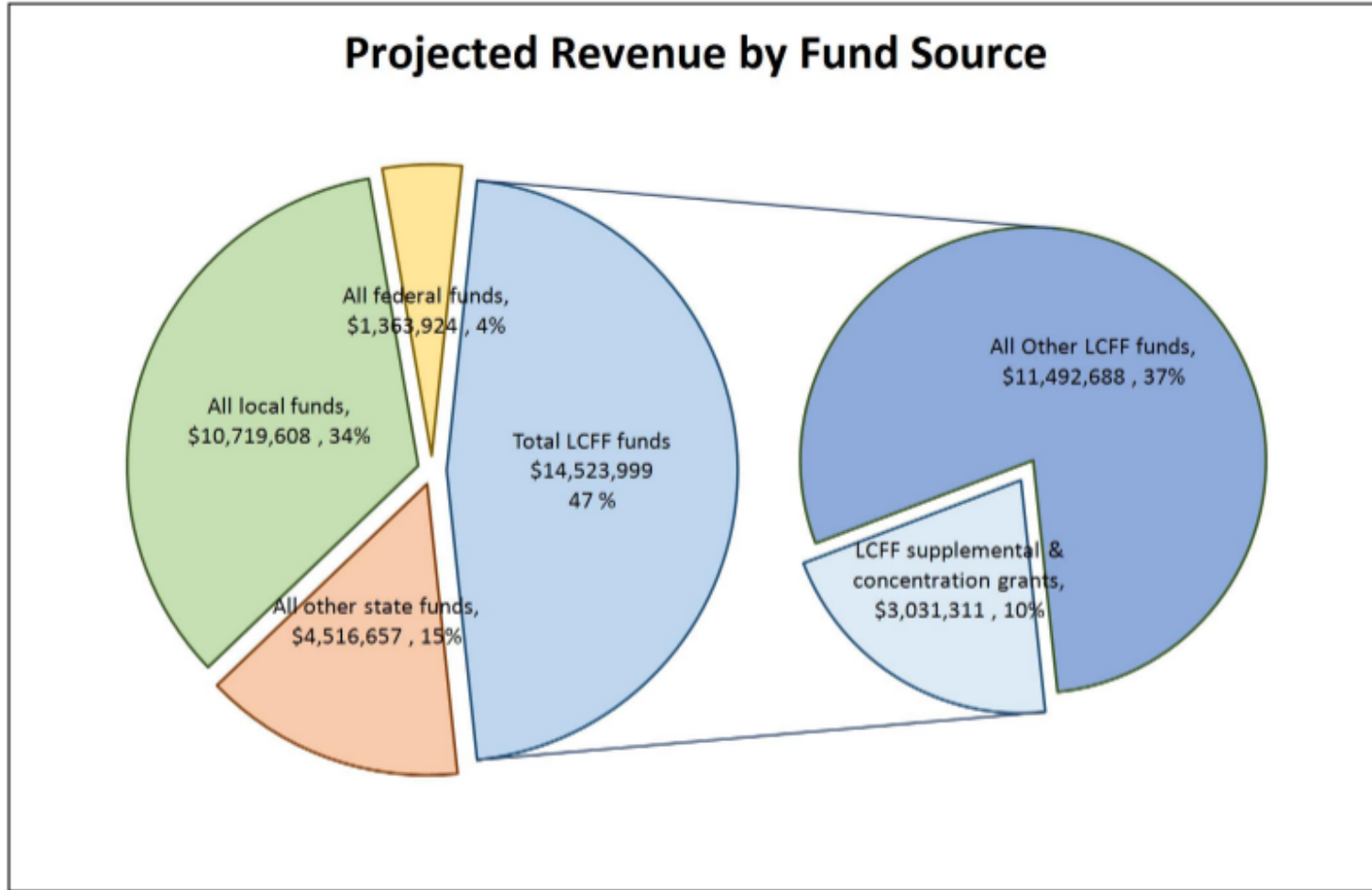
- **Curriculum:** A need for updated curriculum and/or additional support and training around using curricular materials.
- **Course Offerings:** Recommendations for more course options, especially electives and AP courses.
- **Student Engagement:** Requests for more support for clubs in the middle school, more field trip offerings, and more direct support for cultural celebrations at the school.
- **Parent/Family Involvement:** A desire among parents for more opportunities for involvement, volunteering, and leadership; recommendations to revive the “Parent Wave” role of previous years.
- **School Climate:** More consistency in responses to student behavior, and more examples of celebrations and positive incentives to motivate students.

Programmatic Revisions/Additions



Goal 1	Adopt and implement new curriculum in multiple subject areas.
Goal 2	Support for curriculum implementation as a major focus of professional development and instructional coaching next year.
Goal 3	Volunteer opportunities and strengthening our commitment to revive the role of “ Parent Wave Representatives. ”
Goal 4	Expanding AP course offerings (in 2023-24 and over the next 3 years)
Goal 5	Expand field trip opportunities in 2023-24 Integrate Attendance supports with broader PBIS system.
Goal 6	Plans to strengthen and align our system of Multi-tiered support and services (MTSS) , along with Positive Behavior Interventions and Supports (PBIS) more cohesively, so that many different “silos” of work at the school can be brought together into a more unified system, and so that this work is aligned to our educational goals in a sustainable way. A new action to more directly support and fund cultural celebrations at the school next year.
Goal 7	Plans to continue expanding elective course offerings in the upper school.
Goal 8	A focus on curriculum alignment and implementation for 2023-24. Distinguishes between middle school and upper school intervention plans and use of the ‘flex period.’

Budget Context





Guiding Question

- What feedback, refinements, or questions do you have related to 23-24 LCAP? (goals, metrics, actions, or expenditures?)

If you have found any typos or other small corrections, you can send those directly to Molly Moloney to correct.



Thank You!



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Break...



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Closed session in progress...



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