



# Making Waves Academy

## May Board Meeting

---

### Date and Time

Monday May 6, 2024 at 4:00 PM PDT

### Location

In-person at:

Making Waves Academy

4123 Lakeside Dr.

Richmond, CA 94806

And streaming on zoom:

<https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09>

Passcode: 073032

Or One tap mobile :

+16694449171,,87855022048#,,,,\*073032# US

+16699006833,,87855022048#,,,,\*073032# US (San Jose)

Or Telephone:

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

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 719 359 4580 US

+1 689 278 1000 US

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

---

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 646 931 3860 US

Webinar ID: 878 5502 2048

Passcode: 073032

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

#### Other remote location:

- Doylestown Public Library, 150 S. Pine Street, Doylestown, PA 18901

---

#### COMING SOON

- HAGA CLIC AQUÍ para acceder a la agenda y portadas en español/CLICK HERE to access agenda and cover sheets in Spanish: <https://bit.ly/4bi4s56>
- HAGA CLIC AQUÍ para acceder el reporte escolar/CLICK HERE to access the school board report in Spanish: <https://bit.ly/3Qq9VPh>

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:*

**Edeson Beredo at [eberedo@mwacademy.org](mailto:eberedo@mwacademy.org) or 510-410-0518.**

#### 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 meeting, or raise their hand/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 [eberedo@mwacademy.org](mailto:eberedo@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.*
- **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 [eberedo@mwacademy.org](mailto:eberedo@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:*

Edeson Beredo at eberedo@mwacademy.org or 510-410-0518.

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

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

## Agenda

	Purpose	Presenter	Time
<b>I. Opening Items</b>			<b>4:00 PM</b>
Opening Items			
<b>A.</b> Call the Meeting to Order		Alicia Malet Klein	
Alicia Malet Klein will call the meeting to order.			
<b>B.</b> Record Attendance		Alicia Malet Klein	1 m
Roll call and verification of quorum.			
<b>C.</b> Remarks by Board President	Discuss	Alicia Malet Klein	2 m
Focus areas: Culture and climate; fostering innovation through a web of systems, including coaching; final push toward the end of the year			
<b>D.</b> Public Comment		Alicia Malet Klein	20 m
<ul style="list-style-type: none"> <li>• The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.</li> <li>• Under Public Comment, members of the public may                             <ul style="list-style-type: none"> <li>◦ Comment on items on the agenda</li> <li>◦ Comment on items not on the agenda</li> <li>◦ <b>Presentations are limited to two minutes each</b>, or a total of twenty minutes for all speakers, or the two-minute limit may be shortened.</li> </ul> </li> </ul>			

Purpose	Presenter	Time
<ul style="list-style-type: none"> <li>• 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.</li> <li>• <b>Speakers may submit a request to speak before 9:00 AM on the day of the board meeting, fill out of a comment card at the meeting, or use the raise hand function during the public comment sections of the meeting.</b> <ul style="list-style-type: none"> <li>◦ <b>If you would like to send your request to speak prior to the meeting, please email your request to <a href="mailto:eberedo@mwacademy.org">eberedo@mwacademy.org</a> in English or Spanish.</b></li> <li>◦ <i>Your submission should:</i> <ul style="list-style-type: none"> <li>▪ <i>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).</i></li> <li>▪ <i>include your name so that you can be called when it is your turn to speak.</i></li> </ul> </li> <li>◦ <i>During the meeting, we will call your name and you should use the "raise hand" feature to identify yourself.</i></li> </ul> </li> <li>• 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.</li> <li>• 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:</li> <li>• 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.</li> </ul>		
<ul style="list-style-type: none"> <li>• <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></li> <li>• <i>Bajo comentario público, los miembros del público pueden:</i> <ul style="list-style-type: none"> <li>◦ <i>Hacer comentarios sobre los puntos del orden del día</i></li> <li>◦ <i>Hacer comentarios sobre puntos no incluidos en el orden del día</i></li> <li>◦ <b><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></b></li> </ul> </li> <li>• <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</i></li> </ul>		

	Purpose	Presenter	Time
<p><i>declaraciones o preguntas de las personas que comentan temas que no figuran en el orden del día es muy limitada.</i></p> <ul style="list-style-type: none"> <li>• <b><i>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.</i></b> <ul style="list-style-type: none"> <li>◦ <b><i>Si desea enviar su solicitud de uso de la palabra antes de la reunión, envíe su solicitud por correo electrónico a <a href="mailto:eberedo@mwacademy.org">eberedo@mwacademy.org</a> en inglés o español.</i></b></li> <li>◦ <b><i>En su solicitud:</i></b> <ul style="list-style-type: none"> <li>▪ <i>Incluya su nombre para que pueda ser llamado cuando sea su turno de hablar.</i></li> <li>▪ <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></li> <li>▪ <i>Durante la reunión, le llamaremos por su nombre y deberá utilizar la función de "levantar la mano" para identificarse.</i></li> </ul> </li> </ul> </li> <li>• <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></li> </ul>			

II. Standing Reports			4:23 PM	
A.	Mission Connection: Impact of Coaching	FYI	Tameka Jackson	10 m
B.	ASB Update	FYI	Jamauri Thomas	10 m
Update from the Associated Student Body (ASB)				
C.	Deep Dive: Web of Systems	Discuss	Tameka Jackson	15 m
MWA Principal Dr. Tameka Jackson provides a deep dive into the Web of Systems focused on integrating an instructional coaching model, leveraging both formal and informal assessments to inform teaching practices. Through this approach, the interconnectedness of various systems within the educational framework was explored, emphasizing the pivotal role of data-driven decision-making in enhancing instructional effectiveness.				
D.	Q&A on Written School Report	Discuss	Tameka Jackson	15 m

	Purpose	Presenter	Time	
Board members will have an opportunity to ask questions about the contents of the written report from Principal Jackson and her team.				
<b>E.</b>	Q&A on Written Chief Executive Officer Report (CEO)	Discuss	Alton B. Nelson Jr.	10 m
Board members will have an opportunity to ask questions about the contents of the written report.				
<b>F.</b>	Q&A on Chief Operating Officer Report (COO)	Discuss	Elizabeth Martinez	5 m
Board members will have an opportunity to ask questions about the contents of the report.				
<b>G.</b>	Q&A on Written Finance Report	Discuss	Wallace Wei	5 m
Board members will have an opportunity to ask questions about the contents of the written report.				
<b>H.</b>	Break			5 m
<b>III.</b>	<b>Non-Action Items</b>			<b>5:38 PM</b>
<b>A.</b>	Board Work and Advisory Committee Updates	FYI	Alicia Klein	10 m
Advisory Committees will provide a summary of work-to-date and next steps; committees in bold will present.				
<ul style="list-style-type: none"> <li>• Advisory Committees                             <ul style="list-style-type: none"> <li>◦ Curriculum and Instruction Review</li> <li>◦ Finance</li> <li>◦ <b>Diversity, Equity and Inclusion</b></li> <li>◦ Audit</li> <li>◦ <b>Culture and Climate</b></li> <li>◦ WASC</li> </ul> </li> </ul>				
<b>B.</b>	LCAP Public Hearing	FYI	Alton B. Nelson Jr.	20 m
MWA has created a draft of our new LCAP for the next 3-year cycle - beginning in AY24-25. This draft will be presented to the board and MWA community to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP and annual update.				

	Purpose	Presenter	Time
<b>C.</b> EdCode Local Assignment Options List for 2024-2025	FYI	Fe Campbell	1 m

In compliance with the Board-approved MWA EdCode Local Assignment Policy, a list of credentialed teachers who have been approved to teach assignments through the EdCode Local Assignment options shall be presented to the Board before the start of each school year.

**IV. Action Items 6:09 PM**

<b>A.</b> Special Education Service Agreement with Layered Education	Vote	Alicia Klein	1 m
--	------	--------------	-----

During the Director of Special Education's maternity leave, MWA will contract with Layered Education to provide consultation on special education compliance, coaching support, SPED program assessment, MTSS assessment, and professional development for SPED teachers for 2024-2025.

Fiscal Impact: \$68,143

<b>B.</b> CCCOE Teacher Induction Program MOU 2024-2025	FYI	Fe Campbell	1 m
---	-----	-------------	-----

This Memorandum of Understanding (MOU) reflects the continued partnership between the Contra Costa County Office of Education (CCCOE) Teacher Induction Program and Making Waves Academy for the 2024-2025 school year.

<b>C.</b> MWA & San Francisco State University MOU	FYI	Fe Campbell	1 m
--	-----	-------------	-----

MWA will establish a new partnership agreement with SFSU to support recruiting mission-fit teachers on a pathway to earning a California credential. Your support in approving the MWA-SFSU MOU for the upcoming school year of 2024-2025 will aid in expanding our partnerships and assisting educators in obtaining a teaching credential to teach at MWA.

<b>D.</b> BEI Maintenance Contract	Vote	Damon Edwards	1 m
------------------------------------	------	---------------	-----

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

	Purpose	Presenter	Time
Security Camera software and related equipment which enables MWA to receive timely and effective support in the event of an outage.			

Fiscal Impact: \$29,350

<b>E.</b>	BEI Construction	Vote	Katharine Mason	1 m
One-year preventative maintenance agreement, providing service coverage for Avigilon security systems				

<b>F.</b>	Chefables	Vote	Katharine Mason	5 m
National School Lunch Program Meal Service contract for the 2024-2025 fiscal year.				

Fiscal Impact: \$317,000

<b>G.</b>	CircleUp Education for DEI Training and Support	Vote	Alton B. Nelson Jr.	1 m
This proposal extends some of the training and support they have provided to staff and students this year, and the last few years as well. This also asks them to continue and extend the training they provide to Deans and select staff on restorative practices.				

**V. Consent Action Items 6:20 PM**

Combined Fiscal Impact: \$2,329,811.14

<b>A.</b>	Vendor invoices from February to March 2024		Hung Mai	1 m
Vendor invoices from February to March 2024				

Fiscal Impact: \$1,879,360.14

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

Fiscal Impact: \$35,958

<b>C.</b>	MWA Employee Handbook 2024-2025	FYI	Fe Campbell	1 m
-----------	---------------------------------	-----	-------------	-----

	Purpose	Presenter	Time
<p>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 2024-25 school year.</p>			
<b>D.</b>	Student-Parent/Guardian Handbook 2024-25 Vote Review the updates and approve for school year 2024-25	Carmen Velarde	1 m
<b>E.</b>	2024-2025 Bell Schedule and Instructional Minutes Vote Board reviews the proposed bell schedule and instructional minute counts for the 2024-2025 school year.	Elizabeth Martinez	1 m
<b>F.</b>	Approve Minutes: March 18, 2024 Board Meeting Approve Minutes MWA Board reviews and accepts the board meeting minutes.	Alicia Klein	1 m
<b>G.</b>	Approve Minutes: March 25, 2024 CIRAC Meeting Approve Minutes MWA Board reviews and accepts the CIRAC meeting minutes.	Alicia Klein	1 m
<b>H.</b>	Approve Minutes: April 19, 2024 Special Board Meeting Approve Minutes MWA Board reviews and accepts the board meeting minutes.	Alicia Klein	1 m
<b>I.</b>	Approve Minutes: April 22, 2024 Special Board Meeting Approve Minutes MWA Board reviews and accepts the board meeting minutes.	Alicia Klein	1 m
<b>J.</b>	Approve Minutes: April 24th, 2024 Finance Advisory Meeting Approve Minutes MWA Board reviews and accepts the finance advisory committee meeting minutes.	Hung Mai	1 m

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

**6:30 PM**



	Purpose	Presenter	Time
<b>A.</b> Slides Presented at Board Meeting (Staff please do not link presentations here)	FYI	Edeson Beredo	
<b>B.</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. Closed Session**

No closed session required at this meeting.

**VIII. Discussion Items**

**6:30 PM**

<b>A.</b> Appreciations by the Board of Directors	FYI	Alicia Klein	5 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>B.</b> Schedule of Remaining Board of Directors Meetings for 2023-2024	FYI	Alicia Klein	1 m

- June 10, 2024, 11:00 am

<b>C.</b> End-of-Year Events	Discuss	Alicia Klein	1 m
<ul style="list-style-type: none"> <li>• June 6th: US Graduation, 6-7:30, US Gym; Board/Leadership Dinner, 7:30-9:00, MWEF Office</li> </ul>			

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

**IX. Closing Items**

**6:37 PM**

**A.** Adjourn Meeting

Vote

Alicia Klein

# Coversheet

## ASB Update

**Section:** II. Standing Reports  
**Item:** B. ASB Update  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** ASB Board Report - May 2024.pptx



# ASB Board Report - May 6th 2024

## ASB Members: Leilah Howard & Dipika Thajali



*Learn. Graduate. Give Back.*

# Table of Contents

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

# Successes

# Successes

- **Club Fair**

- We raised \$4,329 which is the highest amount we have fundraised.

- **Last ASM**

- We had a student performance.
- We gave important end-of year information: Last day to turn in late work, Prom, AP Testing.
- We had students and teachers engage in a game of musical chairs.
- Student recognition for winter sports.

- **ASB Elections**

- We had the highest amount of applicants ever; 18 candidates



# Challenges



# Challenges

- **Walkout Follow Up Email**

- We want to address the needs in a conversation with leadership; emailing back and forth feels like a dead end.

- **Board Meeting Public Comment**

- We want to follow up on what Nasira Akbar and Jurnee Brown said during the public comment section two Board Meetings ago.
- Examples; After school events/activities, social services, and lack of field trips.

# Priorities

# Priorities

- **ASB Elections**
  - We have finished the recruiting process and are now in campaign season.
  - Ballots go out on Monday, May 13th-14th.
- **Senior Send off**
  - How can we celebrate our seniors?
- **APIA Extended Lunch**

# Questions & Conversation



*Learn. Graduate. Give Back.*

# Coversheet

## Q&A on Written School Report

**Section:** II. Standing Reports  
**Item:** D. Q&A on Written School Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** May School Board Report\_2023-24.pdf



---

# Board Report

## School-Wide

## Principal Report

Dr. Tameka Jackson, Principal

### School Leaders & Report Contributors:

Eric Becker, AP, upper school

Zachary Rubin, AP, middle school

Carrera Padilla, AP, Student Support

Kelly Le, Dir. of Teacher Residency & New Teacher Development

Arika Spencer-Brown, Director of College and Career Counseling

### What:

On Saturday, April 13th, the school organized a parent workshop aimed at empowering parents in their role to support their child's journey to college, starting as early as 5th and 6th grade. Attended by over 70 parents, the workshop provided valuable insights into the educational path from middle school through grade 12, emphasizing parental involvement. This initiative reflects a proactive approach to engaging families in their children's academic endeavors, fostering a collaborative environment between school and home.

The Spring Festival showcased the club life on campus, with 19 clubs and 4 class committees participating in this major fundraiser for extracurricular activities and athletics. This event not only celebrates student engagement outside the classroom but also highlights the importance of community support in enriching the school experience. It serves as a testament to the school's commitment to holistic education, recognizing the significance of both academic and extracurricular pursuits.

Instructional leadership remained a priority, with *Instruction Partners* concluding their training cycle. This cycle focused on key indicators such as student engagement with texts and analytical questioning, aligning teaching practices with educational objectives. Additionally, the AP/CTE Showcase provided rising 11th and 12th graders with valuable information about course options, including Advanced Placement (AP) courses and Career Technical Education (CTE) pathways, showcasing the school's dedication to academic excellence and career readiness.

Amidst end-of-year testing and ongoing academic support for seniors, the school remained committed to monitoring student progress and providing necessary resources. Despite delays in FAFSA award letters, efforts were made to address these issues and maintain focus on student success. As Decision Day approached, preparations were underway to celebrate seniors' achievements and transitions, while the MWEF Foundation's scholarship program continued to support deserving students in their educational journeys, reflecting the school's unwavering commitment to student welfare and academic advancement.

## **So What:**

In recent community outreach efforts, more than 70 parents, guardians, students, and siblings participated in a presentation focused on fostering essential skills and habits for success in high school and beyond. Parents gained insights into college requirements and engaged in dialogue with school administration, providing valuable feedback. This initiative aimed to empower families to support their children effectively and enhance collaboration between home and school.

School culture received a boost as the entire upper school faculty, staff, and the 8th-grade team from the middle school united to celebrate the diversity of students at MWA. The event highlighted student interests, talents, and leadership aspirations, fostering a sense of belonging and inclusivity within the school community.

Instructional leadership at MWA saw advancements as coaches delved deeper into effective instruction in ELA and math. Through enhanced coaching techniques, the instructional team aimed to facilitate continuous improvement, ensuring high-quality education delivery for students.

On the administrative front, the master scheduling process underwent refinement with initiatives like the AP/CTE showcase preceding the course request form process. Students were guided through A-G requirements and recommendations by the University of California system, aiding them in making informed choices for the upcoming academic year. This strategic approach aimed to optimize course selection and enhance students' competitiveness in college applications.

Additionally, the school focused on academic assessment, with all 11th-grade students undertaking the California Assessment of Student Performance and Progress (CAASPP) in English Language Arts and mathematics. These assessments serve as vital indicators of college readiness and eligibility for programs like the CSU Early Assessment Program. Meanwhile, extracurricular endeavors like the IXL Math Competition showcased students' dedication to academic enrichment, reinforcing their preparation for standardized testing and fostering independent learning. Through these multifaceted efforts, MWA continued its commitment to academic excellence and student support, ensuring a well-rounded educational experience for all.

## **Now What:**

The Community Outreach efforts at MWA reveal a commitment to providing comprehensive support for college-bound students and their families. While workshops offer valuable information, there's recognition that more extensive resources and partnerships are needed to fully equip families in navigating the college application process. This ongoing collaboration with



parents and guardians signifies a dedication to addressing the multifaceted needs of students beyond the classroom.

Within the school culture, the transition of leadership roles and financial management within clubs and the Associated Student Body (ASB) reflects a sustainable approach to maintaining traditions and empowering younger students. By passing the baton to underclassmen, the school ensures continuity and fosters leadership development, contributing to a vibrant and inclusive school community.

Instructional Leadership is a priority at MWA, aiming to enhance the quality of Tier 1 instruction in core subjects crucial for college readiness. Building internal capacity for instructional leadership demonstrates a proactive approach to improving educational outcomes for all students, aligning with the school's mission to provide excellent academic preparation.

Master scheduling and end-of-year testing logistics highlight the operational aspects of managing a growing student body. The meticulous planning involved in finalizing schedules and facilitating standardized testing underscores the school's commitment to organizational efficiency and academic excellence. Additionally, initiatives like the IXL Math Competition provide opportunities for academic recognition and foster a culture of achievement among students.

# Coversheet

## Q&A on Written Chief Executive Officer Report (CEO)

**Section:** II. Standing Reports  
**Item:** E. Q&A on Written Chief Executive Officer Report (CEO)  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** MWA CEO Report to the MWA Board\_MAY 2024\_ABN.pdf  
MWA Programmatic Principles DRAFT\_MAY 2024\_abn.pdf



Learn. Graduate. Give Back.

## MWA CEO Report to the MWA Board

---

MAY 2024

We are in the final stretch of the school year, with a little over one month to go. We want to finish on as strong of a note as we can to close out the year. This year, as every school year, we hope all students, staff, and families get through until the end of the year safely.

### Highlights

Given my longer MWA Principles document I included in the Board Packet and with my summary of actions taken after the comments made by the students and staff, I am not adding anything in this section for this report.

### Budget Right-Sizing

We reviewed a DRAFT of the budget with the Finance Advisory Committee of the MWA Board in late April. The budget realizes/proposes about a \$1.8M reduction in expenses as compared to the original budget for the current fiscal year, 2023-24. We still have another \$1.0M or so to go to get to our right-sizing target that will keep us in line with the long-term spending plan for Making Waves. We realized many of the reductions through non-faculty staff reductions in the central office and other approaches. We will take on another set of right-sizing proposals for the 2025-26 year starting in December of 2024. As a reminder, here are the right-sizing objectives:

*We aim to engage in a resource allocation “right-sizing” approach that allows us to:*

1. *Re-evaluate and reallocate resources aligned with determined areas of need and priority*
2. *Align resource allocation with our goals, mission, vision, values, and charter*
3. *Identify places where the return on investment is not commensurate with the expense*
4. *Identify areas we would like to reallocate resources towards new programs, innovation, and investment in our students and staff*

### Vision Setting Documents

I completed the two vision-setting documents for MWA. I share one in a separate document in the Board Packet titled, *MWA Programmatic Principles*. This document serves as a summary of the core principles, systems, and values that inform our programmatic and operational approach. It also aligns well with the MWA charter and with the newly developed Instructional Playbook that Dr. Jackson and her team developed this year. This document can be a resource for prospective, new, and returning staff.

### **Reflections on the Feedback at the March Board Meeting**

The feedback shared in the March 2024 Board meeting was hard to hear. I was surprised by the staff feedback since the Friday before the meeting, Dr. Jackson returned home early from an off-site PD opportunity in southern California in order to attend and facilitate a listening session with all staff. I debriefed with Dr. Jackson after her meeting with staff and she shared a variety of emotions and reflections. I would describe those initial reflections as appropriately self-critical in thinking about what could be better and how could she strengthen certain areas, based on the feedback. It was clear, from her reflections, that the supports and systems she was putting in place were meant to support everyone to be successful, with support and training. From my perspective, it was particularly hard to hear that some of the accountability measures put in place for safety reasons, equity, and to strengthen communication were received by some as acts of mistrust. Schools are responsible for other people's children – to keep them safe and educate them. I am not sure how we can do this effectively without clear, transparent, and equitable systems of accountability.

My heart went out to the two students who spoke to the Board. I value the courage they showed in sharing their thoughts with the Board at the meeting. My heart continues to break for them in terms of the experiences they said they are faced with on a consistent basis. I have talked with students, parents, and leaders (the deans in particular) about the various concerns Black/African-American students have about some of their experiences here at MWA. There is the rational response about the limitations due to federal, state, and local law about selecting students based on race and ethnicity and how the lottery system works in our charter, but what they are communicating are feelings of frustration, sadness, and some anger about what they are experiencing. There are no easy answers to what was expressed. While difficult, my conversations with parents and students are always helpful in helping me better understand.

Much of what my actions have been or will be are a mix of the following:

- I spoke to the staff about the history of MWA and how its origins continue to inform current practices; I also spoke specifically about my 100% vote of confidence in Dr. Jackson and the job she has done. I specifically, and honestly conveyed that in my conversations with Dr. Jackson, she really wants all staff to feel supported and wants them to succeed. A few staff members came up to me afterwards to share their thoughts. One of them stated the comments were not directed at Dr. Jackson.
- I spoke with our COO, Liz Martinez, about her approach to verify the things that were alleged. She did. She sought information from HR, our deans, and others to get clarity on what we knew of these situations and what was done. I was satisfied that what we learned through the process that we did not miss anything or let any student or staff member get away with something without it being addressed in a way that took into consideration equity.
- I discussed with executive leadership and the board about some strategies we could pursue to broaden the diversity of incoming MWA students. This will be addressed at the June meeting as part of our charter petition updates in preparation for our charter renewal.

### **Detailed Updates in Different Areas**

Paused for this meeting, but will be updated in the June Report to the Board.



*Learn. Graduate. Give Back.*

# Programmatic Principles

## DRAFT

*May 2024*

# Table of Contents

<b>Table of Contents</b>	<b>2</b>
<b>Introduction</b>	<b>3</b>
<b>Mission, Vision, Values</b>	<b>4</b>
Mission	4
Vision	4
Values	4
<b>Wave-Maker Affirmation (Proposed Revision)</b>	<b>5</b>
<b>Mission-Aligned Metrics and Culture</b>	<b>6</b>
High-Level Mission-Aligned Metrics (“Evergreen”)	6
Features of Mission Aligned Culture	6
<b>Core-Day Instructional Approach</b>	<b>7</b>
Relationship Development	8
Classroom Practices	9
Prioritized Pacing	9
Assessment	9
<b>Approach to Intervention</b>	<b>11</b>
<b>Approach to Homeroom/Advisory, Community Building Time, &amp; SEL</b>	<b>12</b>
Homeroom Teachers (5th-8th grade)	12
Advisors (9th-12th grade)	13
<b>Approach to Parent Engagement &amp; Communication</b>	<b>14</b>
<b>Approach to College and Career Development</b>	<b>15</b>
College and Career Counseling Pillars	15
Partnership with Making Waves Education Foundation	17
<b>Frameworks for Instruction, Professional Norms, and Mission/Values-Alignment</b>	<b>18</b>
Instructional Focus	18
Purpose	18
Critical Components of Educational Equity	18
<b>Areas for Innovation Exploration</b>	<b>19</b>
Approach to Innovation at MWA	19
<b>Metrics for Measuring Progress and Growth</b>	<b>22</b>
<b>Books, Articles, and Resources that Inform Our Approach</b>	<b>23</b>

# Introduction

The Programmatic Principles sets out the vision for Making Waves Academy's (MWA) instructional and programmatic approach. It serves as a sort of "digest" of the most critical pieces of MWA's programmatic approach to creating a results-oriented, effective, safe, and inclusive learning environment for our students ("Wave-Makers") and our staff.

The Programmatic Principles supports the following:

- MWA leaders
- new staff to MWA
- existing and returning staff to MWA
- charter renewal petition elements

Elements of the Programmatic Principles include:

- 1) Mission, vision, and values
- 2) Wave-Maker affirmation
- 3) Core day instructional approach
- 4) Approach to intervention
- 5) Approach to Advisory, SEL, and Community Building time
- 6) Approach to parent engagement and communication
- 7) Approach to college and career development
- 8) Frameworks for instruction, professional norms, and mission/values-alignment
- 9) Areas for innovation exploration
- 10) Metrics for measuring progress and growth
- 11) Books, Articles, & Resources (sources that inform the programmatic principles)

# Mission, Vision, Values

## Mission

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.

## Vision

- Address the disparity in educational opportunity that exists between suburban and urban youths.
- 70% of our students will earn an appropriately challenging post-secondary degree, graduating with minimal college debt.

## 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.*



## Wave-Maker Affirmation (Proposed Revision)

I AM A WAVE-MAKER!

I am an agent of change. I can control my destiny if I set my mind to it.

I am determined to be an intelligent, organized, and disciplined person.

I will not let anything get in the way of my success.

I AM A WAVE-MAKER!

I am willing to get an education.

I will meet and exceed expectations of Making Waves Academy.

I am determined to pursue my college and career dreams.

I AM A WAVE-MAKER!

I look at life with a positive attitude. I believe love and support are priceless.

I will help people less fortunate than me.

I will be a positive presence in the community.

I will increase the peace.

I AM A WAVE-MAKER!

I am a valuable person. I will believe in myself.

I will prepare myself and take advantage of opportunities to achieve my goals.

I am creative and will recycle my success.

I AM A WAVE-MAKER!

I am a powerful person. I am strong, smart, generous, and caring.

Success is achieved through hard work and perseverance. I am willing.

I AM A WAVE-MAKER!

# Mission-Aligned Metrics and Culture

## High-Level Mission-Aligned Metrics (“Evergreen”)

- Cumulative Grade Point Averages (GPAs)
- State tests scores
- English Language Reclassification Rates
- High school graduation rates
- College admissions rates

## Features of Mission Aligned Culture

- **Growth mindset** (vs. fixed mindset) and efficacy approach
  - *“We can get smarter with affective effort”*
  - *“Progress not perfection”*
  - *“Failure to plan is planning to fail”*
  - *“We perform the way we practice.”*
- **College and career readiness** for ALL students/families and the support and validation for multiple post-secondary pathways (early career and education)
- Opportunities to reinforce MWA values and mission in our systems and practices
- Opportunities to practice skills for college, career, and life
- Students are engaged and doing the bulk of the “heavy lifting” in the **learning process** - asking questions, grappling with content, and doing multiple drafts of their work

# Core-Day Instructional Approach

The foundation for MWA core-day instruction should be comprised of the following:

- **Relationship Development** - Positive and appropriate relationships are foundational in effective schools.
- **Classroom Practices** - Classroom practices are a reflection of what the school values most - e.g. safe and inclusive learning environment, student learning, restorative practices, social-emotional learning, and high expectations for student achievement.
- **Common Core Standards** – Common Core Standards-based curricular instruction, at grade, level utilizing a menu of proven best practices.
- **Prioritized Pace** – An effective scope and sequence pace makes the curriculum “guaranteed and viable”, thus supporting a pathway that helps students meet and exceed learning objectives and goals.
- **Assessments** – Classroom-based formative assessments that both align with elements of summative assessments and provide the student and teacher with useful information about learning progress.
- **Data and Evidence** - Data provides indicators of student learning progress and opportunities for reflection on implemented practices and instruction. Evidence helps teachers and students see demonstrated proof that progress towards learning objectives and mastery is occurring, as well as where more learning or mastery is needed in order to meet learning objectives.
- **Differentiation & Intervention** - Differentiation is one of the more efficient ways to address the continuum of learning needs within a classroom or cohort of students. Differentiation is an approach that supports intervention in providing differentiated strategies and supports for learning that can help students meet grade-level standards and curricular learning objectives.
- **Bell-to-Bell Instruction** - Great schools utilize this approach in seeking to optimize for learning during every minute of the day, but particularly within the instructional period.
- **Homework** - Daily homework is assigned and accounted for. In a given week, 1-2 assignments can be graded for accuracy and 1-2 can be graded for effort. All homework should be reviewed with students with in-classroom feedback or written feedback so that students know where they are with learning the material. Classwork is separate from homework. Homework helps build habits of organization and study habits for college.
- **Technology** - Technology tools are utilized and integrated into classroom instruction for use by students and faculty. This allows students to practice its use in preparation for college/career and can allow faculty to work smarter not harder in terms of time, effort, and accessibility of curricular materials and best practices.

- **Grades/Grading** - Students receive grades for assignments that adhere to the grading policies found in the Student-Parent/Guardian Handbook. The components of the gradebook should also adhere to expectations set by the Principal that have a mix of formative and summative assessments over the course of the semester. Ideally, students should have between 3-5 pieces of feedback per week - e.g. exit slips, homework, quizzes, and summative assessments. This helps students know where they are in learning the material. Graded assignments and feedback should be turned around as soon as possible within reason so students have the opportunity to see where they are off track before larger summative assessments are taken (e.g. homework within 24 hours, quizzes within 48 hours, and summative assessments within 72 hours or 3 school days). Gradebooks are kept up to date weekly so that students and their parents know how they are doing throughout the semester.
- **Equity-Based Grading Practices** - “Zeros” are eliminated for most formative assessments and a 50% “floor” is established as the lowest grade you can receive for missing assignments and work. This practice acknowledges the grade of “F” received for assignments while avoiding making overall grades so mathematically difficult to overcome to pass courses. Through an equity lens, this provides the wide range of our “non-selective” students an opportunity to pass their courses while still maintaining high expectations for student learning and mastery of the material.

## Relationship Development

- Building relationships with students and families is critical.
- Through *appropriate and professional relationships* with students and families we build trust.
- As the foundation of trust is established students and families are more open to partnering and learning how we can best educate and serve our students.
- Some of our students and parents have had negative experiences in schools and with people who work in schools. These experiences can interfere with our intent in communicating or trying to support our students and their families.
- Student and adult experiences in schools that were based in *inequity, systemic racism, homophobia, and sexism* can make it challenging for students and families to trust us.
- Being intentional and consistent in treating students and families with Respect and doing things to foster a sense of community can help our students/families feel seen and heard.
- Students/Parents will not be as interested in how much you know or can teach them until they know how much you care (but not with “ruinous empathy”).

## Classroom Practices

The practices and systems that are implemented in the classroom are the bedrock foundation for all schools. It is where the majority of instruction and student learning takes place. ***The school then becomes a larger reflection of the practices happening across all classrooms at the school.***

To this end, it is important that Wave-Makers feel safe and secure in our classrooms and on our campus. This can be achieved in the following ways to support predictability, safety, support:

- ***REPs (Routines, Expectations, and Procedures)*** - These help students know and understand what is expected of them at all times on campus and in different settings and circumstances. By knowing what is expected of them, they feel more secure, particularly if the REPs are carried and implemented consistently.
- ***Tight and Aligned Practices*** - The tighter, the more aligned, and the more consistent these practices are across the school, the stronger the school is. These practices include instructional practices, student management practices, classroom entrance and exit practices, and classroom communication practices.

## Prioritized Pacing

- ***Backwards Planning*** - Setting clear priorities is evidence of planning backwards with the end-of-the-year assessments and learning goals in mind.
- ***Learning Goals Alignment*** - Setting a prioritized pace that aligns with curricular learning goals is evidence of alignment with learning goals for students and the larger goals for the school.
- ***Exposure, Practice, & Internalization*** - Adhering to the discipline and rigor of following a scope and sequence pace exposes students to curricular content and ideas and prioritizes opportunities for students to practice and internalize learning towards demonstrating mastery.

## Assessment

Great schools and effective instruction utilize different forms of assessment to inform instructional practices, lesson planning, and measuring student progress. At MWA a mix of a variety of assessments supports both the teacher knowing and the student knowing where they are in the learning/mastery process.

- ***Check for Understanding*** - This can come in the form of exit tickets, verbal checks for understanding, and mini quizzes, as examples. They are done in real time and give you a sense of what students are understanding in the lesson. When used consistently, they

are effective tools for providing teachers with real-time feedback that can inform real-time adjustments in instruction including, re-teaching parts of the lesson, adjusting the pace, or re-assessing lesson plan approach and effectiveness after the lesson.

- **Formative Assessments** - Well-designed formative assessments are aligned with learning objectives to be assessed in the summative assessment for that unit. They can be quick checks for understanding and self-reflection in the form of exit tickets or they can be in the form of quizzes with problems and question-types that mirror elements in the summative assessment. In other words, the formative assessments provide practice for students in preparing for summative assessments.
- **Summative Assessments** - Summative Assessments are an assessment of “mastery” of content and skills for a particular unit. As such, they are worth more in that all other assessments contribute to students demonstrating mastery of the defined material and learning objectives.
- **Interim Assessments** - These assessments are a form of formative assessments that mirror and prepare students for formalized state assessments in the form of criterion or norm-referenced assessments. They typically are utilized to help students and teachers know how a student is progressing on demonstrating mastery of discrete content such as state-wide curricular standards. The data from these assessments can help students and teachers know the areas they appear to be learning and mastering and which areas are showing room for growth. They can also help students and teachers assess growth in the learning process. At MWA, interim assessments have come in the form of MAP for math and STAR for reading/English Language Arts. These two assessments closely align with the CA Common Core Standards and are good practice and data to prepare our students for the SBAC tests CA administers annually.
- **State Assessments** - Students take a variety of state-mandated assessments to assess for mastery of state standards. These assessments are administered currently operate under the CAASPP umbrella of assessments - CA Assessment of Student Performance of Progress. For English and Math, students take an assessment called the SBAC (Smarter Balanced Assessment Consortium) or “Smarter Balanced Summative Assessments” for grades 3rd-8th grades and 11th grade. For science, students take an assessment called the CAST (CA Science Test) in grades 5th, 8th, and one grade in high school before graduation. English Learners also take the ELPAC (English Language Proficiency Assessments for CA) to assess proficiency in English language proficiency. These assessments are based on a set of rigorous state standards assessing proficiency in the understanding and mastery of these standards.

## Approach to Intervention

The best intervention strategies are embedded and accessible within core-day instruction. While there could be some time set aside for “lab periods” or pull-out sessions with individual students or small groups, optimally, we want all support to occur within the core-day classroom. Various forms of differentiated instruction based on learning disability or language proficiency are effective instructional strategies that help all students learn. Please see below for examples of how this should look:

- ***Students with Disabilities (SPED)*** - Students with IEPs and 504s should have instruction that adheres to the strategies and goals outlined in their plans. Teachers should be supported and held accountable to implementing these strategies and helping students meet those goals using a variety of integrated whole-class strategies as well as some differentiated and accommodated assignments.
- ***English Learners*** - ELs require language rich classrooms with lots of tools and aids that will continue to help them decode English and reinforce the skills they are developing. Word walls, common language reading and writing strategies across all classrooms help students access both the material and the language skills they need for effective learning.
- ***Students from Socioeconomically Disadvantaged Households (SED)*** - SED students can have challenges accessing the curriculum as some of the language and background knowledge cannot be assumed to be known. We know that the language and vocabulary gap begins before students start in Kindergarten, with students from more affluent households knowing tens of thousands more words than SED students. Using a variety of written, oral, and reading strategies to help SED students broaden their vocabulary and comfort with academic and various forms of text help students strengthen them as overall learners. These same strategies help all students in the classroom.
- ***Visual, Written, and Kinesthetic Learners*** - Students learn through a variety of modalities, sometimes utilizing multiple modalities to learn something new. Therefore, it is important that lessons create specific areas within a lesson to engage with the material in multiple modalities.

In closing out this section on intervention, it is important to note that our curricular materials (both print and online versions) offer various ways to integrate these various forms of instructional strategies. It is not efficient to create many of these approaches individually, but to identify resources that already exist and utilize them with the support of the Principal, Assistant Principal, instructional coach, lead teacher, content lead, or a peer who implements specific strategies effectively.

# Approach to Homeroom/Advisory, Community Building Time, & SEL

Homeroom (5th-8th grade) and Advisory (9th-12th grade) are dedicated times in the schedule for Homeroom Teachers and Advisors to connect with, build community among, and directly support a cohort of students. In 5th-8th grade, their Homeroom Teacher is the key point of contact for students and parents as well as the lead liaison from the school in sharing information with families regarding student performance and student concerns. In the 9th-12th grade, the Advisor, ideally, stays with that group of students over the course of the remainder of their time at MWA. The Advisor works with students to make sure they are on track to graduate and helps students monitor their own progress in their classes. More specifically, Homeroom Teachers/Advisors perform the following responsibilities with their students:

## Homeroom Teachers (5th-8th grade)

- **Use of SEL Curriculum & Practices** - Homeroom Teachers use curriculum and practices that support social-emotional learning (SEL) such as Responsive Classroom. Responsive Classroom practices align with restorative practices such as restorative circles and help students develop various tools and strategies in communicating their feelings. Additional Restorative Practices are utilized to help address minor to mid-level conflicts among students and sometimes between staff and students. The Student Support Team supports teachers with learning and implementing these practices. Finally, the Homeroom Teacher weaves in and facilitates SEL-related lessons utilizing online curricular resources such as Nearpod.
- **General Community Building** - Homeroom is utilized to develop relationships between the Homeroom teacher and their students as well as students with one another. Students should learn MWA's mission, vision, values, and the Affirmation, starting in the 5th grade. Each year, Homeroom should continue to be utilized to reinforce, practice use of, and celebrate instances of the knowledge and application of the mission, vision, values, and Affirmation. Examples could include things like focusing on a value for the week or for the month to emphasize and identify student actions that are examples of them. Another example could be focusing on a different stanza of the Affirmation to memorize each month. The main idea is to make the mission, vision, values, and Affirmation integrated, active, and celebrated parts of the early Wave-Maker experience.
- **All School Meetings** - All School Meetings (ASMs) celebrate and bring attention to positive behaviors, action, and performances that align with MWA values. Achievement is celebrated in a public way, teachers, leaders, and peers share high-level topics to reflect on. 5th-8th graders practice being a good audience member and being together.



## Advisors (9th-12th grade)

- **Academic and Course Advising** - Advisors are assigned a cohort of students that they ideally follow from 9th-12th grade. As an Advisor, they make sure students sign up for and are enrolled in the required courses they need to earn their high school diploma from MWA. They sign off on course changes and petitions for courses the students want to take. They periodically review their advisees credit standing with them, supporting students to keep track of and mark their own periodic progress. They also review the grades of their advisees 2-5 times over the course of the semester to flag any concerns for students and parents. Concerns might include failing courses, a number of absences or tardies, or behavioral concerns.
- **Use of SEL Curriculum & Practices** - Advisors use curriculum and practices that support social-emotional learning (SEL) such as *Nearpod*. Nearpod has a variety of SEL-related domains that also help students learn about other life schools and college and career information. The Advisors also work with the College and Career Counseling Office (CCC) to implement lessons or activities aligned with college and career readiness.
- **General Community Building** - Advisory is utilized to develop relationships between the Advisor teacher and their students as well as students with one another. Advisory is also a time to reinforce, practice use of, and celebrate instances of the knowledge and application of the mission, vision, values, and Affirmation. Examples could include things like focusing on a value for the week or for the month to emphasize and identify student actions that are examples of them. Another example could be focusing on a different stanza of the Affirmation to memorize each month. The main idea is to make the mission, vision, values, and Affirmation integrated, active, and celebrated parts of the early Wave-Maker experience.
- **All School Meetings** - All School Meetings (ASMs) celebrate and bring attention to positive behaviors, action, and performances that align with MWA values. Achievement is celebrated in a public way, teachers, leaders, and peers share high-level topics to reflect on. 5th-8th graders practice being a good audience member and being together.

# Approach to Parent Engagement & Communication

Parents/Guardians are an integral and important partner with us in working with and supporting our Wave-Makers. Keeping open, proactive, timely, consistent, and ongoing communication with our parents and guardians is critical. The Principal and school administration share a regular cadence of communication about events, updates, and incidents on campus. Materials and messages are translated into Spanish (and other languages as needed).

We assume best intentions in the belief that our parents/guardians want to and are willing to partner with us for the benefit of their student(s). We understand that parents/guardians are able to hold expectations of their student(s) in ways that benefit the student(s) and the MWA.

We understand that many of our parents/guardians have had negative experiences in school, resulting in some level of distrust with schools in general. As a result, it takes time to trust through relationship building. Relationship building starts with making sure Advisors, Homeroom teachers, classroom teachers, and administrators know what hopes, dreams, and expectations the parent/guardian has for their student(s).

We understand the following are core elements of parental/guardian expectations:

- Evidence that you care about their student(s)
- Evidence that you hold high expectations for their student(s)
- Evidence that you, as their teacher, will be the first point of contact from the school if their child is not meeting expectations

To this end, here are expectations for parent engagement:

- As a classroom teacher you are reaching out to parents/guardians regularly to:
  - Share any performance or behavior concerns directly with them
  - Share any highlights or positive behaviors, improvements, or achievements
- As a Homeroom Teacher/Advisor you are reaching out to parents/guardians to:
  - Communicate performance concerns at each of the 3 progress report times
  - Being a resource for who to contact and how to contact admin for parents with questions about IEPs, discipline, etc.
- As a Dean you are contacting the parent/guardian before the student has a chance to talk with the parent/guardian about an incident they were involved in. It is important we provide context for what occurred (as far as we know) and next steps.
- As a Principal/Assistant Principal you are engaging with parents directly in writing and in-person and ensuring staff adhere to expectations for parent/guardian engagement.
- If/when parents are communicating in ways that are not respectful, you are expected to set boundaries reminding them of the Parent/Guardian Code of Conduct.

# Approach to College and Career Development

MWA’s approach to college and career development and support is at the heart of what makes MWA different than many other public schools - charter and traditional. MWA’s focus on college and career preparation for all students is one of our strongest areas of impact and significant outcomes that surpass local, area, and national peers, particularly with the number of our graduates who go on to college when compared to public schools serving a similar demographic of students as well as those from high schools in affluent communities.

Critical components of our success (despite being a non-selective school) include:

- Graduation requirements aligned with CA college/university admissions requirements (“a-g” course requirements)
- Core courses and electives are UCOP-approved, signifying appropriate college preparatory rigor by the University of CA Office of the President.

Critical metrics for success include:

- High school graduation rates
- Cumulative GPAs of the senior class
- % of students taking AP courses
- % of students applying to community and four-year colleges
- % gaining admission to and committing to attend college
- 11th grade performance on state tests

## College and Career Counseling Pillars

The aim of the MWA College and Career Counseling *Pillars* is to create a structure that specifies principles and areas of discipline and focus while also allowing for some flexibility. When effective, this approach helps MWA maintain a clear direction and approach for supporting Wave-Makers on their college and career pathways. And, this approach also allows for the flexibility that may be necessary in continuing to adapt to the dynamic environment of college admissions and early college exploration.

College Preparation	Affirming	Differentiated	Practice	Exposure
<ul style="list-style-type: none"> <li>• For ALL students</li> <li>• College access education</li> </ul>	<ul style="list-style-type: none"> <li>• Student choice</li> <li>• Student Life Dreams</li> </ul>	<ul style="list-style-type: none"> <li>• Cum GPA</li> <li>• Interests</li> <li>• Career Exposure</li> </ul>	<ul style="list-style-type: none"> <li>• Criteria</li> <li>• Practice applying</li> <li>• Practice interviewing</li> </ul>	<ul style="list-style-type: none"> <li>• College campus experiences</li> <li>• Career exposure</li> <li>• Alumni engagement</li> </ul>

### College Preparation for ALL

- While all Wave-Makers may not choose college as an initial post-secondary option, our approach, academically, is that all students will be prepared for college and be eligible to apply to a CA state college or university upon earning a high school diploma from MWA.
- College access education should be differentiated and begin as soon as students enter MWA starting in 5th grade. We are sharing the value proposition for attending MWA, what college access is all about, reiterating our college preparation for ALL students while also supporting student agency and choice if they choose to pursue another post-secondary pathway.

### **Affirming Student Agency & Choice**

- To avoid students feeling any sort of shame around celebrating their post-secondary choices, we simultaneously continue to send strong signals about being a college preparatory school and environment, we also create space to explore, discuss, and celebrate other viable post-secondary education and career options.
- It is important that students and families see us as a trusted and reliable supporter of students' pursuit of their own dreams for themselves.

### **Differentiated Approaches Reflective of Student Motivation**

- Differentiating some of our programming and support for students based on our tiered system of College Competitive (3.8 GPA or higher), College Ready (2.5-3.79 Cum. GPA), and College Eligible (1.8-2.49 Cum. GPA). A “one size fits all” approach usually aims to the middle where high and low performers sometimes do not get the attention and support they need. Better matching student motivation with opportunities.
- Making sure Wave-Makers have a variety of individualized leadership, college overnight, and interest-related experiences (e.g. STEM-focused summer programs).
- Seeking and keeping up-to-date records of student interest to create programmatic group opportunities through field trip experiences, college campus visits, and career exploration opportunities.

### **Practice for College and Life**

- Setting criteria for participation in all “opt-in”, “extension”, and “extra” opportunities provided by the CCC. Being exposed to criteria signals that the opportunity has some degree of “value” so they get acclimated to criteria in place for valuable opportunities they may want to pursue.
- Making sure students have practice in areas that align with hurdles, challenges, and gate-keeping mechanisms they will face outside of Making Waves - applications, interviews, and general first impressions (e.g. dress, manners, and thank you cards).
- All MWA field trips and exposure opportunities explicitly state and hold students accountable to criteria, deadlines, and submission of materials.

### **Exposure**

- Opportunities to learn about HSIs, HBCUs, high ECC schools, and varied size schools
- Opportunities to be exposed to various careers - during the school year and summers
- Opportunities to interact with a growing Wave-Maker alumni network to learn about college and career pathways and experiences

## Partnership with Making Waves Education Foundation

Given MWA's unique relationship with Making Waves Education Foundation (MWEF) and its college success program, it is critical that MWA and MWEF are intentional in the work of aligning, supporting, and educating Wave-Makers, their families, and MWA's staff. Areas of programmatic alignment with respect to college and early career success include:

- Parent/guardian education for MWA parents/guardians about college and early career pathway support for MWA Wave-Makers starting as early as the 5th-6th grades
- Student education on college and early career pathway options and support as early as 5th-6th grades
- Staff education on the role of MWEF and its college and early career success programming
- Opportunities to visit area, state, and potentially national colleges and universities
- Opportunities to visit area organizations, companies, and businesses as well as opportunities for internships at area organizations, companies, and businesses

# Frameworks for Instruction, Professional Norms, and Mission/Values-Alignment

Two key Systems/Tools/Practices support the work of instructional and professional norming connected to MWA's mission and values. One is the newly developed Instructional Playbook. And the other is a comprehensive staff and teacher evaluation process. Below are some of the more critical components of the *Instructional Playbook* - [MWA: Instructional Playbook](#). A part of the Playbook focuses on instruction specifically while the other half focuses on classroom culture. The following elements below are all taken from the Instructional Playbook.

## Instructional Focus

Wave-Makers will experience welcoming, safe, engaging classroom routines which provide multiple points of entry to learning, including daily opportunities to read, write, listen, speak, and reset. Students will develop social-emotional skills across all disciplines and develop the communication and critical thinking skills that support college and career exploration.

## Purpose

The Instructional Playbook has been developed to ensure all teachers have a guide to understanding the school's expectations for instruction in all classrooms. It also serves as a support and identifies the school instructional priorities. This guide is aligned with the teacher evaluation rubric.

## Critical Components of Educational Equity

**Access**—Access refers to physical and institutional access to learning facilities, resources, and standards-aligned curricular programs to ensure every student is provided an equal opportunity to participate in all aspects of the educational process.

**Instruction**—Instruction involves the use of instructional materials portraying positive and relevant images and varying perspectives of diverse groups as well as a solid commitment to an equitable approach to teaching and learning through:

### **Selected Strategies**

- ***Learning and Teaching Styles*** - A teacher's goal should be to explore various teaching styles to meet the needs of individual students and to further the learning of the class as a whole.
- ***Hands on Learning*** - Incorporate hands-on learning, a method that appeals to almost all students.
- ***Confronting Bias and Stereotypes in the Classroom*** - Teachers cannot control all of the messages students receive, but they can confront bias and stereotyping in their schools and classrooms.
- ***Fostering Respect for Diversity*** - Teachers in multicultural classrooms can take advantage of the diversity of their students to enrich their learning experiences.

**Materials**—Such as textbooks, audiovisual aids, and supplemental lessons should be screened to minimize – if not eliminate – bias in terms of content, graphics, pictures and language.

**Assessment** —Ensuring equity and excellence in school settings requires the use of assessments that account for variances in student learning styles and cultural backgrounds which are effectively aligned with school curricula, instruction, and performance targets.

**Beliefs**—Beliefs not only mold a school's educational environment but can also directly impact students' lives. Biased or prejudiced attitudes may be unintentional but can nevertheless result in discriminatory behavior that hinders student performance.

**Engagement**—Engagement is perhaps the most significant influence on self-esteem and motivation and can have a profound effect on a student's enthusiasm and ability to learn. Interactions are shaped by attitudes that often mask a tendency to relate to students differently depending on race, gender, ethnicity, ability, or other factors.

**Language**—Bias in language is a subtle but powerful influence in creating or reinforcing prejudicial attitudes and perspectives.

## Areas for Innovation Exploration

### Approach to Innovation at MWA

Expanding opportunities for our students to gain valuable exposure, experience, and knowledge of college and career options is important. Dynamic changes in the world such as an increasing adoption of artificial intelligence, shifts in the higher education model, and ongoing shifts in the world of work will continue to play out in the coming decades. As we have seen, some of these changes occur relatively quickly. In order to continue to have Wave-Makers have the necessary

skills, habits, and knowledge necessary to compete in college and early career, MWA will need to continue to anticipate and adapt its approaches, programs, and opportunities that will best prepare Wave-Makers to meet and gain admission to whatever the contemporary admissions or barriers to entry will be.

In the spring of 2021, two Haas School of Business (Cal Berkeley) students worked with us on exploring innovation at MWA. After doing some initial research on other schools and organizations, looking at innovation best practices, and talking with a variety of community member groups, they laid out the following strategies and principles that should guide MWA's approach to innovation.

### **Vision for Innovation at MWA**

*Promote and cultivate mission-aligned innovation to unlock the full potential of MWA to serve its Wave-Makers, teachers, staff, and community.*

- Achieve MWA **strategic goals** and address **persistent challenges** for the organization
- Promote **continuous improvement** to strengthen mission impact
- Foster **creative problem-solving** among MWA teachers and staff
- Deliver the **best possible experience** for Wave-Makers, teachers, staff, and the community

### **Key Innovation Principles**

The following principles were derived from a discussion with the MWA Board and leadership during a March 11, 2021 Board Meeting.

#### ***Innovate in service of the mission***

Any innovation being pursued should be in line with and contribute to the mission of MWA

#### ***Balance autonomy with direction***

Autonomy is critical to provide space for innovation but should be balanced with guardrails, guidance, and efforts to build core competencies

#### ***Embrace select opportunities for MWA to be cutting edge***

MWA has achieved and can continue to achieve breakthrough innovation in certain key functions

#### ***Recognize innovation as an enabler rather than as an identity***

Innovation should serve as an enabler to continue serving MWA's core mission: educating its Wave-Makers



As a result, the following areas are ones to explore over the next decade or so:

- **“X-Lab”** - Creating more opportunities for students to engage and work with new technologies. Some could come in the form of courses that combine traditional courses (such as science and math) with “Maker-Space” adapted courses. Additional experiences could include robotics teams and site-based science fairs using applied technology. Equipment needed would be items such as 3-D printers for use on campus.
- **Regional Independent Study Consortium** - This approach allows differentiated learning pathways for students by expanding opportunities to take classes MWA is not able to offer for a variety of reasonable reasons. This could allow students to continue to pursue learning and their areas of interest with teachers and students from other schools. A secondary benefit is expanding the opportunities for students to take classes with students from other places with both similar and different backgrounds. An example might be forming a consortium among area charter high schools to offer upperclassman advanced courses in science, math, or history. The course could combine Zoom and in-person classes as a way to offer classes one school might not be able to offer to three students by themselves but could draw up to 15 students from 5 schools.
- **Work Internships** - Identifying interested partners that would host internships with Wave-Makers during the summer between their junior and senior year. These would be offered at sites both locally in the Richmond area as well as the greater Bay Area.
- **College and Career Counseling Consortium** - Working with charter and traditional public high schools to set ambitious goals for college admissions, college matriculation, and career placement. Schools in the consortium would pool various resources and expertise to offer a range of education and support services for students in Richmond looking for college and career pathway opportunities.
- **Coding** - Developing some summer “coding camps” to offer to MWA and area students. Students in the camps would work towards earning specific certifications and fulfill project exercise requirements as a verification of their attainment of skills.
- **Community Service** - Given Wave-Makers’ desire to “recycle their success”, could we offer semester-long opportunities for internships, apprenticeships, and other structured opportunities for learning outside of the classroom setting? What organizations, companies, and businesses would be interested in hosting Wave-Makers wanting to “give back” to their community?

# Metrics for Measuring Progress and Growth

Metrics for overall success of MWA student success are:

Success Area/Indicator	Success Metric	Success Metric Goal
Instructional efficacy & parental partnership	High school graduation rates	95% or higher
College-going culture and academic program	College admissions	80% or higher: - 70% or more to 4-year schools - 10% or higher to community colleges
College access knowledge for parents/guardians (higher likelihood of graduating in 4-6 years)	% of students matriculating to colleges with ECCs of 80% or higher	30% or higher (30% or more of MWA seniors attending high ECC schools)
Family partnership and optimizing public revenue	Average Daily Attendance (ADA)	95% or higher
Healthy demand	Full enrollment and wait list size	- Desired enrollment for each grade - A wait list that comprises at least 20% of the grade level capacity
Staff culture & hiring practices	Staff and faculty retention rates	75% or higher
Allocation of resources	Budgets & Audits	- Not exceeding the budget - No more than a 5% or so difference between 2nd interim and final budget rev/expenses - Clean audits with no material findings

## Books, Articles, and Resources that Inform Our Approach

There are a number of books, articles, and other resources that have principally informed our programmatic approach. Below is a list of them for reference.

1. The original Making Waves Academy Charter petition
  - a. Mission (revised in 2013 but taken from the original)
  - b. Vision (revised in 2013)
  - c. Values (revised in 2013 but taken from the original 12 values)
  - d. Wave-Maker Affirmation (taken from the original MWEP one; proposed revision)
2. The *Wave-Maker Success Framework* (<https://making-waves.org/wave-maker-framework/>)
3. The Motivation Breakthrough: 6 Secrets to Turning On the Tuned Out Child by Richard Lavoie
4. Teach Like a Champion by Doug Lemov
5. The Talent Code by Daniel Coyle
6. College Knowledge: What it Really Takes for Students to Succeed and What We Can Do to Get Them Ready by David T. Conley

# Coversheet

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

<b>Section:</b>	II. Standing Reports
<b>Item:</b>	F. Q&A on Chief Operating Officer Report (COO)
<b>Purpose:</b>	Discuss
<b>Submitted by:</b>	
<b>Related Material:</b>	May 2024_COO Board Report.pdf Meal Service Update 042324.pdf



---

# Board Report

Chief Operating Officer

## May 2024

---

### Elizabeth Martinez

Chief Operating Officer

#### Reflections on the Feedback at the March Board Meeting

Across the span of my career, there have been moments in which it is clear I am standing upon a precipice. While I stand there at that edge, I go through the same set of questions: Why am I at this edge? What is the risk of jumping? More importantly, what is the risk of staying put? Time and time again, I have chosen the leap mostly because I choose to believe that something better is awaiting me at the end of the jump. ***After our last board meeting, I found myself standing at the edge a little discouraged but no less committed to doing the work. I gathered my thoughts and wrote an open letter to the staff which acknowledged the state of the culture and injected data into the narrative. The intent of the letter was to be honest about my experience and to hopefully invite others into the ongoing dialogue.*** The response I received was mostly positive and those who reached out were appreciative to have received additional information. Since then, I have had a chance to observe one of the Culture and Climate Open Sessions, I attended Alton's session with staff, and I am setting up times for staff to come by and ask me questions they might have directly. I look forward to engaging with the staff. ***Following my letter, both Mr. Nelson and Dr. Jackson also shared their reflections with staff and my general sense is that we are turning a corner. I have walked the campus a few times since the board meeting and there is a different sense of lightness that I haven't felt in some time.*** I look around and see more smiling faces (adults and students), I see our student's accomplishments are displayed across the campus, and more importantly the work has moved forward. ***I look forward to hearing from staff and reporting back out to the board.***

#### Looking Forward

***Over the next 4 weeks, my focus is on closing out the school year as smoothly as possible and to continue supporting efforts for a stronger launch in the next school year.*** Anecdotally, more things are happening routinely and independently which is a good sign. My push for the Directors who report to me is to create systems that are stable, sustainable, and replicable. We have a way to go but I feel confident that we are closing out the year on a solid foundation, next year is going to be even better. ***Below I've included some updates in different areas which are important for you to be aware of as we head into the last part of the semester/next school year.***

#### Meal Update

***After extensive collaboration with our food vendor, I am happy to report that our food waste percentage is down to 8% which is below our historical average of 10%.*** Back in October, food waste was at 33% and surveys were indicating that it was in large part due to dissatisfaction from students. I included the meal update which went out to students, staff and parents. ***Based on the most recent data, we have decided to continue with our current food vendor. We will monitor this closely next year as well.***

#### Safety Update

***Director of School Operations, Katharine Mason, contracted with an external safety assessment company to evaluate the school's safety levels (proactive and reactive).*** The assessment showed that ***Making Waves Academy is not only meeting the minimum standards for safety as a whole but it was rated as Advancing+ (Level 3).*** This level assigned when an institution is "making considerable strides in safety, security and cybersecurity. The systems and policies are building towards a culture of safety that aims for sustainability and longevity." Areas of strength include: arrival/dismissal procedures, physical security, visitor management, student attendance during emergencies, drills, training, supplies and communication systems. Challenges include pedestrian safety, personnel attendance during emergencies, incident management structure, and classroom management/re-entry practices. For the most part, nothing in our assessment was a surprise. The next step involves Ms. Mason and I determining our short and long-term goals to address the areas highlighted in the assessment in partnership with school leaders.

## May 2024

### Hiring Update

Table 1 shows a count of vacancies and fills for the 2024-25 school year. The comparative data is from May 2023 in preparation for the 2023-2024 school year. **Overall, the data tells me that our recruitment efforts are working to our benefit. Last year, we extended our first offer for the new school year by the end of April, this year we had 12 offers accepted by the end of April.** Of the current vacancies, 12 are in the final stages of recruitment. At this time, the areas we have some concerns about are Health and Wellness, Special Education, and Theatre. These are positions that have proven to be difficult to fill - I will be discussing alternative recruitment options with the team in the coming weeks.

**Table 1 (Vacancies and Fills, comparisons)**

Vacancies By Type (May 2024)			Vacancies By Type (May 2023)		
Faculty	Admin	Staff	Faculty	Admin	Staff
12	5	5	23	0	0
Filled By Type (May 2024)			Filled By Type (May 2023)		
Faculty	Admin	Staff	Faculty	Admin	Staff
11	2	0	5	0	0
			Positions Vacated in June 2023 (late notifications)		
			Faculty	Admin	Staff
			14	3	4

**Table 2 (Faculty Vacancies as of 05/01/2024)**

Subject	Division
Health & Wellness 5	Middle School
Math & Science 5	Middle School
Music 7	Middle School
SPED Resource Teacher (4 openings)	School-wide
Art	Upper School
ELA	Upper School
Math	Upper School
Social Science or ELA/Social Science	Upper School
Spanish Teacher (2 openings)	Upper School
Theater	Upper School

## May 2024

### Appendix

#### Quarter 4 Priorities for COO Team

<b>Compliance</b>	<p><b>School Systems</b></p> <ul style="list-style-type: none"> <li>• Semester 2 grades distribution (final report cards)</li> <li>• New school year planning and setup</li> </ul> <p><b>State Reporting</b></p> <ul style="list-style-type: none"> <li>• Prepare CALPADS End-of-Year Submission</li> <li>• Cal-SAAs exceptions</li> </ul> <p><b>Assessments &amp; Diagnostics</b></p> <ul style="list-style-type: none"> <li>• Oversee successful CAASPP (CAST/SBAC administration); monitor/ support with EOY MAP/STAR assessments; Create data reports for EOY assessments; monitor other assessments (e.g., PFT, etc.)</li> <li>• Finalize 24-25 assessment calendar.</li> </ul> <p><b>Compliance Monitoring</b></p> <ul style="list-style-type: none"> <li>• LCAP: Incorporate final feedback following the LCAP Public Hearing in preparation for approval at the June meeting.</li> <li>• Finalize and present local indicators to board in June</li> <li>• Compliance misc: monitor new laws going through assembly/senate/budget revisions.</li> </ul>
<b>Talent</b>	<ul style="list-style-type: none"> <li>• Continued SY24-25 recruitment and close collaboration with hiring managers</li> <li>• Ongoing data review of candidate pool, pipeline, and hires</li> <li>• Work on touchpoints for new hires to keep them engaged through start of school year</li> </ul>
<b>Attendance and Enrollment</b>	<p><b>State Reporting</b></p> <ul style="list-style-type: none"> <li>• Completing student transfers to balance attendance reporting</li> <li>• P-Annual Attendance Submission</li> </ul>
<b>Human Resources</b>	<p><b>Employment</b></p> <ul style="list-style-type: none"> <li>• Distribute compensation statements in June</li> <li>• Arrange and execute offboarding procedures for non-renewal employees, including coordination with the Operations team</li> <li>• Offer final employment letters to new hires for the upcoming school year, contingent on budget approval by the Board</li> <li>• Organize the welcome orientation for new employees in mid-July</li> <li>• Distribute vacation window reminder notifications to Central Office and school-based supervisors for them to share with their respective team members</li> </ul> <p><b>Compliance</b></p> <ul style="list-style-type: none"> <li>• Present revisions to the employee handbook for approval by the May Board meeting</li> <li>• Connect with Assistant Principals (APs) in March/April to verify teacher assignments or shifts, ensuring credential and English Learner (EL) eligibility for teaching assignments</li> <li>• Prepare CTC declaration of need</li> </ul> <p><b>Performance</b></p> <ul style="list-style-type: none"> <li>• Prepare annual evaluation materials for distribution in May</li> </ul>



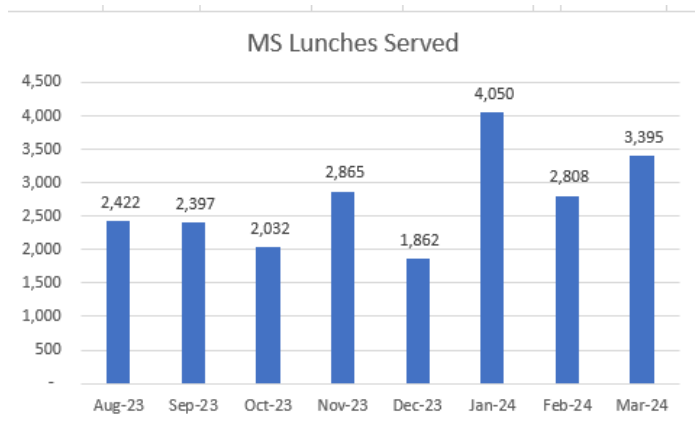
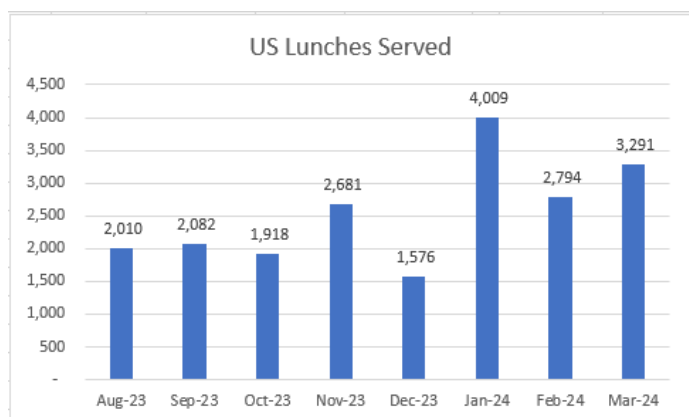
## May 2024

<b>School Operations</b>	<b>Systems</b> <ul style="list-style-type: none"><li>● Initiate End of Year activities</li><li>● Initiate activities for Start of School (planners, uniforms, mailers)</li><li>● Complete Master Calendar process</li><li>● Finalize 24-25 enrollment</li><li>● Finalize Graduation/Promotion</li><li>● Finalize Summer Ops Plan</li><li>● Review &amp; revise annual Facility Maintenance List</li></ul> <b>Planning</b> <ul style="list-style-type: none"><li>● Prepare for Williams Inspection (summer)</li></ul>
--------------------------	--

Dear MWA Community,

MWA Meal Service began the 2023-2024 school year with a new vendor who was selected based on feedback from staff and students in Spring 2023. Unfortunately, we received many concerns from the MWA community about the changes, specifically the portion sizes and quality of meals provided. In response to the feedback, in October MWA worked closely with our vendor, Chefables, to make changes to the menu and implement other strategies to improve the taste and appearance of the meals and increase awareness among students of daily food options. Many of these changes were directly informed by the feedback collected directly from students, ASB, and staff.

Since November **we have seen a steady increase in the number of meals served overall. Lunch is the most popular meal served;** here you will see the number of lunches served monthly in Upper School and in Middle School. Special Note: in December and February we had school breaks (2 weeks and 1 week respectively) and therefore less meals served.



***In past years, MWA has typically had about 10% food waste monthly, our goal was to get back to 10% or less.*** Our Food Services team analyzes food ordered weekly against what was served / is popular. By focusing on ordering more popular items, we have achieved our goal to have 10% or less food waste. ***In March food waste overall was just 8%, a significant improvement from 33% in October, and an indicator that students are eating more!***

For those eagerly anticipating the salad bar, it will be piloted in the Upper School in May to determine if we will have this as an option next school year. Thank you all for your continued feedback.

# Coversheet

## Q&A on Written Finance Report

**Section:** II. Standing Reports  
**Item:** G. Q&A on Written Finance Report  
**Purpose:** Discuss  
**Submitted by:**  
**Related Material:** 01 MWA March Financials-04.15.24.pdf



## Making Waves Academy March 2024 Financial Report

Dear Finance Advisory Committee Members,

At the end of March 2024, Making Waves Academy closed its books with \$8.5M in cash. Operations for MWA - "School" and MWA Central Office have been under budget for the month. MWA - "School" spent about \$2.7M, and MWA Central Office spent about \$405K in March 2024.

### Year-to-Date

- The budget used for our comparison is the board-approved 2<sup>nd</sup> interim budget.
- MWA - "School" finished \$831K or 4% under budget, and MWA Central Office finished \$43K or 2% under budget.
- Government Revenues only - We received 12.81M compared with \$12.2M last year. The increased income was from one-time state funding of the Expanded Learning Opportunity (ELO-P) Program, the Teacher Residency Expansion Grant, and the Learning Recovery Emergency Block Grant that was deferred from FY23 to be spent in FY24.
- We have also received a year-to-date interest income of \$301K from interest-bearing accounts.
- There were 18 Full-Time Equivalent (FTE) unfilled positions by the end of March. The unfilled positions comprised 10 teachers, 1 substitute teacher, and 7 Full-Time Equivalent (FTE) non-teaching staff.

### MWA - "School"

1. In March, the YTD savings of \$839K on salaries and benefits were due to 16 Full-Time Equivalent (FTE) unfilled positions and utilizing online learning platforms for our summer school instead of having it on-site.
2. Budget savings of \$2K in supplies expenses are from approved textbooks, core curricula materials, and instructional supplies.
3. Contract services were overspent by \$10K due to:
  - a. Contract substitute teachers, company cell phones, and repair and maintenance for the building were over by \$102K.
  - b. \$92K in savings were from staff professional development travel, study trips, and other contract services.

### MWA Central Office

1. The net savings of \$24K for salaries and benefits were from:
  - a. Director of Compliance, Data, and Assessment vacancy (position will not continue in FY25).
  - b. Talent Recruiter vacancy (position will not continue in FY25)
  - c. Staff's accrued paid time off.
  - d. The variance of the accrued paid time off is due to timing and PTO payout of the Talent Recruiter. It will even out as the school year progresses and staff accrue more PTO.
2. Budget savings of 19K were from computer and office supplies, staff professional development, and other contract services.



We wrapped up March with spending around the same as the previous month. We are also working to finalize the FY25 preliminary budget to be presented to the committee in April. With only three months away from the end of the school year, our senior management team is looking at different areas to right-size our budget in anticipation of the reduction of the Fullerton Foundation grant and the economic outlook for the new school year. In the meantime, we will monitor our cash flow closely to maintain appropriate cash levels, follow the state's revenue schedule, and accrue all revenues by June 30, 2024.

**State and Local Payment Schedule:**

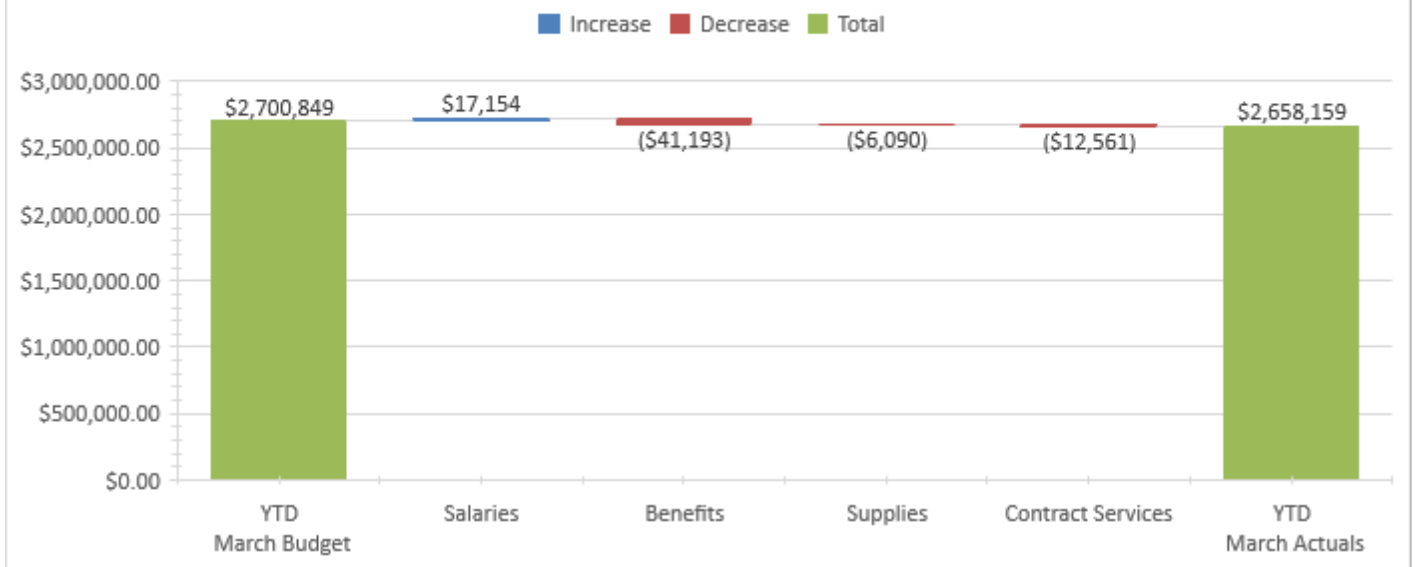
Month	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June (Deferred to July/August)
<b>State Aid, LCFF, and State SPED</b>	5%	5%	9%	9%	9%	9%	9%	20% of balance due	20% of balance due	20% of balance due	20% of balance due	20% of balance due
<b>Property Tax</b>	10%	6%	12%	8%	8%	8%	8%	8%	8%	8%	8%	8%



*YTD Expenses (July - March 2024)  
Budget to Actual Reconciliation - MWA - "School"*



*YTD Expenses (July - March 2024)  
Budget to Actual Reconciliation - MWA Central Office*



**MWA - "School" YTD Actuals vs. Budget  
March 2024**

	A	B	C	D	E	F	G
1	MWA - "School" FY2024 Spending Budget Tracking Report		<b>Monthly Executive Summary</b>				
2	Actuals vs. Cycled Budget		1. Spending -4% under budget				
3			2. Budgeted teachers and staff vacancies of 16 FTE are not fully filled				
4							
5							
6	<b>MWA Spending Budget</b>	<b>2nd Interim Budget FY2024</b>	<b>07.01.22 - 03.31.24- Actuals</b>	<b>07.01.23 - 03.31.24- Preliminary Budget</b>	<b>Variance</b>	<b>% Variance</b>	<b>Notes</b>
7	1100 - Teacher Salaries	4,844,910	3,302,287	3,612,933	(310,646)	-9%	Variance from the following: • 10 teacher vacancies • Savings from summer school stipends
8	1103 - Substitute Teacher Salaries	516,560	334,707	387,420	(52,713)	-14%	Variance from the following: • 1 Substitute Teacher vacancy • Savings from substitutes working at regular rate versus the budgeted rate at long-term substitute
9	1200 - Certificated Pupil Support	644,005	468,001	470,619	(2,618)	-1%	
10	1300 - Certificated Supervisor & Administrator Salaries	1,282,865	884,055	934,016	(49,961)	-5%	Variance from the following vacancies: • Dean of Students • Extended Day & Enrichment Coordinator
11	1409 - Special Temporary COLA	1,711,500	1,247,000	1,283,625	(36,625)	-3%	Savings from vacancies
12	1900 - Certificated Other Salaries	429,970	323,595	312,593	11,002	4%	
13	2100 - Classified Instructional Aide Salaries	994,848	709,172	727,005	(17,833)	-2%	
14	2200 - Classified Support Staff Salaries	916,912	656,903	670,051	(13,148)	-2%	
15	2300 - Classified Supervisor & Administrator Salaries	635,250	462,453	464,221	(1,768)	0%	
16	2400 - Classified Clerical and Office Salaries	974,914	666,618	712,437	(45,819)	-6%	Savings from 2 Student Support Services Coordinators vacancies until the end of FY24
17	2900 - Classified Other Salaries	263,220	184,262	192,353	(8,091)	-4%	
18	<b>Total Salaries</b>	<b>13,214,954</b>	<b>9,239,053</b>	<b>9,767,273</b>	<b>(528,220)</b>	<b>-5%</b>	
19	3101 - State Teachers Retirement System (STRS)	1,540,822	986,094	1,016,826	(30,732)	-3%	
20	3301 - Social Security and Medicare	468,684	306,674	342,148	(35,474)	-10%	Variance from vacancies
21	3401 - Health & Welfare Benefits	2,025,505	1,328,133	1,519,129	(190,996)	-13%	
22	3501 - Unemployment Insurance	66,073	64,299	65,810	(1,511)	-2%	
23	3601 - Workers Comp Insurance	171,796	132,283	128,506	3,777	3%	
24	3701 - 403(B) Retirement Match	117,612	43,675	85,947	(42,272)	-49%	Less staff taking advantage of matching
25	3999 - Accrued Paid Time Off	62,091	33,231	46,382	(13,151)	-28%	Variance is due to timing, will even out as the school year progress
26	<b>Total Benefits</b>	<b>4,452,583</b>	<b>2,894,389</b>	<b>3,204,748</b>	<b>(310,359)</b>	<b>-10%</b>	
27	<b>Total Salaries &amp; Benefits</b>	<b>17,667,537</b>	<b>12,133,442</b>	<b>12,972,021</b>	<b>(838,579)</b>	<b>-6%</b>	
28							

**MWA - "School" YTD Actuals vs. Budget**  
**March 2024**

	A	B	C	D	E	F	G
6	<b>MWA Spending Budget</b>	<b>2nd Interim Budget FY2024</b>	<b>07.01.22 - 03.31.24- Actuals</b>	<b>07.01.23 - 03.31.24- Preliminary Budget</b>	<b>Variance</b>	<b>% Variance</b>	<b>Notes</b>
29	4100 - Approved Textbooks and Core Curricula Mater	254,098	213,602	219,882	(6,280)	-3%	
30	4200 - Books and Other Reference (Faculty and Staff	18,300	2,629	3,517	(888)	-25%	
31	4315 - Custodial Supplies	65,000	53,684	53,380	304	1%	
32	4325 - Instructional Materials & Supplies	376,176	243,265	259,909	(16,644)	-6%	
33	4330 - Office Supplies	5,100	1,243	2,586	(1,343)	-52%	
34	4410 - Furniture, Equipment & Supplies (non-capitaliz	83,500	40,075	41,608	(1,533)	-4%	
35	4420 - Computers and IT Supplies (non-capitalized)	450,400	432,430	428,331	4,099	1%	
36	4710 - Student Food Services	257,000	209,339	192,491	16,848	9%	
37	4910 - Emergency Supplies	5,950	7,354	4,387	2,967	68%	
38	4990 - Contingency	7,000	-	-	-	-100%	
39	<b>Total Supplies</b>	<b>1,522,524</b>	<b>1,203,621</b>	<b>1,206,091</b>	<b>(2,470)</b>	<b>0%</b>	
40	5210 - Conference and Professional Development	144,723	129,197	131,037	(1,840)	-1%	
41	5215 - Travel - Mileage, Parking, Tolls	9,725	1,145	2,245	(1,100)	-49%	
42	5220 - Travel - Airfare & Lodging	39,425	19,101	21,665	(2,564)	-12%	
43	5225 - Travel - Meals	24,950	3,584	11,538	(7,954)	-69%	
44	5305 - Professional Dues & Memberships	29,700	7,205	11,859	(4,654)	-39%	
45	5421 - General Liability Insurance	484,212	364,034	368,369	(4,335)	-1%	
46	5510 - Utilities - Gas and Electric	501,500	407,435	409,838	(2,403)	-1%	
47	5515 - Janitorial and Gardening Services	602,862	465,046	465,046	-	0%	
48	5525 - Utilities - Waste	60,000	45,355	45,029	326	1%	
49	5530 - Utilities - Water	90,000	51,352	55,194	(3,842)	-7%	
50	5605 - Equipment Leases and Rentals	120,000	91,422	93,639	(2,217)	-2%	
51	5610 - Occupancy Rent	1,840,838	1,380,627	1,380,627	-	0%	
52	5612 - Facilities Use Fees	21,500	12,123	18,586	(6,463)	-35%	
53	5615 - Repairs and Maintenance - Building	100,000	57,711	56,863	848	1%	
54	5617 - Repairs and Maintenance - Non-computer Equ	5,300	-	-	-	-100%	
55	5618 - Repairs & Maintenance - Auto	18,000	5,384	7,583	(2,199)	-29%	
56	5806 - County Oversight Fees	145,240	-	-	-	-100%	
57	5810 - Contracted Services	682,757	379,239	408,419	(29,180)	-7%	
58	5810.001 - Food Service Administration	1,000	-	-	-	-100%	
59	5810.003 - Student Transportation	261,500	153,453	153,737	(284)	0%	
60	5810.005 - Psychological Services	193,152	124,668	124,667	1	0%	
61	5810.006 - Substitute Teachers	422,000	469,812	370,925	98,887	27%	Utilize contract service substitutes for teacher vacancies
62	5810.008 - Information Technology	908,530	721,183	722,455	(1,272)	0%	
63	5811 - Student Exams Fees	17,000	1,723	1,812	(89)	-5%	



**MWA - "School" YTD Actuals vs. Budget  
March 2024**

	A	B	C	D	E	F	G
6	<b>MWA Spending Budget</b>	<b>2nd Interim Budget FY2024</b>	<b>07.01.22 - 03.31.24- Actuals</b>	<b>07.01.23 - 03.31.24- Preliminary Budget</b>	<b>Variance</b>	<b>% Variance</b>	<b>Notes</b>
64	5821 - Printing and Reproduction	39,500	16,786	23,500	(6,714)	-29%	
65	5840 - Study Trip - Entrance, Admission, & Ticket Fee	57,800	8,493	11,641	(3,148)	-27%	
66	5851 - Continuing Education Support	82,000	36,765	36,742	23	0%	
67	5897 - Special Education	801,290	306,304	312,073	(5,769)	-2%	
68	5898 - Use Tax	1,000	-	1,000	(1,000)	-100%	
69	5905 - Company Cell Phones	43,700	37,402	35,654	1,748	5%	
70	5910 - Internet	150,600	97,439	99,715	(2,276)	-2%	
71	5915 - Postage and Delivery	23,500	15,248	14,802	446	3%	
72	5920 - Landlines and Office Based Phones	7,800	6,734	6,029	705	12%	
73	6900 - Depreciation and Amortization	25,000	13,651	17,147	(3,496)	-20%	
74	INCO.EXP - 5895 MWAS (Central Office) Fees	1,452,400	1,089,298	1,089,298	-	0%	
75	<b>Total Contract Services</b>	<b>9,408,504</b>	<b>6,518,919</b>	<b>6,508,734</b>	<b>10,185</b>	<b>0%</b>	
76							
77	Total Salaries & Benefits	17,667,537	12,133,442	12,972,021	(838,579)	-6%	
78	Total Supplies	1,522,524	1,203,621	1,206,091	(2,470)	0%	
79	Total Contract Services	9,408,504	6,518,919	6,508,734	10,185	0%	
80	<b>Total Expenses</b>	<b>28,598,565</b>	<b>19,855,982</b>	<b>20,686,846</b>	<b>(830,864)</b>	<b>-4%</b>	

**MWA Central Office YTD Actuals vs. Budget**  
**March 2024**

	A	B	C	D	E	F	G
1	MWA Central Office FY2024 Spending Budget Tracking Report		<u>Monthly Executive Summary</u>				
2	Actuals vs. Cycled Budget		1. Spending -2% under budget				
3			2. Spending is on track on non-personnel expenses				
4							
5							
6	<b>MWAS (Central Office) Spending Budget</b>	<b>2nd Interim Budget FY2024</b>	<b>07.01.23 - 03.31.24- Actuals</b>	<b>07.01.23 - 03.31.24- Preliminary Budget</b>	<b>Variance</b>	<b>% Variance</b>	<b>Notes</b>
7	1409 - Special Temporary COLA	166,000	118,500	124,500	(6,000)	-5%	
8	2300 - Classified Supervisor & Administrator Salaries	1,784,269	1,341,635	1,303,889	37,746	3%	Net variance from the following: • Final check, PTO, and Severance payment to Talent Recruiter • Talent Recruiter vacancy until the end of FY24 • Director of Compliance, Data, & Assessment vacancy until the end of FY24
9	2400 - Classified Clerical and Office Salaries	152,369	96,754	111,346	(14,592)	-13%	
10	<b>Total Salaries</b>	<b>2,102,638</b>	<b>1,556,889</b>	<b>1,539,735</b>	<b>17,154</b>	<b>1%</b>	
11	3101 - State Teachers Retirement System (STRS)	64,544	47,166	42,731	4,435	10%	
12	3301 - Social Security and Medicare	132,328	95,241	96,701	(1,460)	-2%	
13	3401 - Health & Welfare Benefits	296,786	235,281	222,589	12,692	6%	
14	3501 - Unemployment Insurance	10,514	9,945	10,514	(569)	-5%	
15	3601 - Workers Comp Insurance	27,334	22,424	20,501	1,923	9%	
16	3701 - 403(B) Retirement Match	63,948	49,856	46,731	3,125	7%	
17	3999 - Accrued Paid Time Off	49,923	(24,045)	37,293	(61,338)	-164%	Variance is due to timing & PTO payment to Talent Recruiter, balance will even out as staff accrue more PTO
18	<b>Total Benefits</b>	<b>645,377</b>	<b>435,868</b>	<b>477,060</b>	<b>(41,192)</b>	<b>-9%</b>	
19	<b>Total Salaries &amp; Benefits</b>	<b>2,748,015</b>	<b>1,992,757</b>	<b>2,016,795</b>	<b>(24,038)</b>	<b>-1%</b>	
20							
21	4200 - Books and Other Reference (Faculty and Staff	1,250	-	241	(241)	-100%	
22	4330 - Office Supplies	4,700	2,354	2,382	(28)	-1%	
23	4390 - Other Food	1,000	-	-	-	-100%	
24	4410 - Furniture, Equipment & Supplies (non-capitaliz	1,000	47	259	(212)	-82%	
25	4420 - Computers and IT Supplies (non-capitalized)	10,200	1,327	6,938	(5,611)	-81%	
26	4990 - Contingency	20,000	-	-	-	-100%	
27	<b>Total Supplies</b>	<b>38,150</b>	<b>3,728</b>	<b>9,820</b>	<b>(6,092)</b>	<b>-62%</b>	
28	5210 - Conference and Professional Development	24,500	6,374	12,183	(5,809)	-48%	
29	5215 - Travel - Mileage, Parking, Tolls	2,975	429	686	(257)	-37%	
30	5220 - Travel - Airfare & Lodging	7,250	3,249	3,985	(736)	-18%	

**MWA Central Office YTD Actuals vs. Budget**  
**March 2024**

	A	B	C	D	E	F	G
6	<b>MWAS (Central Office) Spending Budget</b>	<b>2nd Interim Budget FY2024</b>	<b>07.01.23 - 03.31.24- Actuals</b>	<b>07.01.23 - 03.31.24- Preliminary Budget</b>	<b>Variance</b>	<b>% Variance</b>	<b>Notes</b>
31	5225 - Travel - Meals	3,500	193	1,618	(1,425)	-88%	
32	5305 - Professional Dues & Memberships	30,000	25,898	21,070	4,828	23%	
33	5605 - Equipment Leases and Rentals	5,000	3,653	3,901	(248)	-6%	
34	5803 - Accounting Fees	43,390	42,460	41,299	1,161	3%	
35	5804 - Legal Fees	60,000	32,505	33,760	(1,255)	-4%	
36	5810 - Contracted Services	453,182	357,947	357,727	220	0%	
37	5810.002 - Student Information & Assessment	66,800	48,813	56,800	(7,987)	-14%	
38	5810.004 - Intervention & Consultation	500	-	-	-	-100%	
39	5810.005 - Psychological Services	500	-	-	-	-100%	
40	5810.008 - Information Technology	99,504	33,806	43,410	(9,604)	-22%	
41	5820 - Recruiting - Students	10,000	-	-	-	-100%	
42	5821 - Printing and Reproduction	2,500	129	2,500	(2,371)	-95%	
43	5850 - Staff Recruitment	52,000	44,047	36,215	7,832	22%	
44	5851 - Continuing Education Support	5,000	-	2,241	(2,241)	-100%	
45	5853 - Payroll Processing Fees	62,500	38,548	39,151	(603)	-2%	
46	5898 - Use Tax	-	2,563	-	2,563	-100%	
47	5905 - Company Cell Phones	7,500	8,297	6,119	2,178	36%	
48	5915 - Postage and Delivery	4,250	2,452	2,677	(225)	-8%	
49	5992 - Bank fees (not interest charges)	12,000	10,311	8,892	1,419	16%	
50	<b>Total Contract Services</b>	<b>952,851</b>	<b>661,674</b>	<b>674,234</b>	<b>(12,560)</b>	<b>-2%</b>	
51							
52	Total Salaries & Benefits	2,748,015	1,992,757	2,016,795	(24,038)	-1%	
53	Total Supplies	38,150	3,728	9,820	(6,092)	-62%	
54	Total Contract Services	952,851	661,674	674,234	(12,560)	-2%	
55	<b>Total Expenses</b>	<b>3,739,016</b>	<b>2,658,159</b>	<b>2,700,849</b>	<b>(42,690)</b>	<b>-2%</b>	

Making Waves Academy  
FY2024

	A	B	C	D
1		<b>Making Waves Academy</b>		
2		<b>Statement of Financial Position</b>		
3				
4				
5				
6				
7		06/30/2023	03/31/2024	
8		Actual	Actual	Period Diff
9	<b>Assets</b>			
10	Current Assets			
11	Cash and Cash Equivalents			
12	9120.100 - *2535 BB Operating	(35,504)	(146,839)	111,335
13	9120.101 - *5882 BB ZBA Payroll	(202,102)	(265,276)	63,174
14	9120.102 - *5358 BB ICS	5,479,305	5,548,245	(68,940)
15	9120.300 - *3822 MWA Chase - Operations Cash	3,093,045	3,187,265	(94,220)
16	9120.301 - *3798 MWA Chase - Fundraising and Club Monies	159,624	177,887	(18,263)
17	Total Cash and Cash Equivalents	8,494,368	8,501,282	(6,914)
18	Accounts Receivable, Net			
19	Accounts Receivable			
20	9210 - Accounts Receivable (not grants or pledges)	5,958,257	127,005	5,831,252
21	Total Accounts Receivable	5,958,257	127,005	5,831,252
22	Total Accounts Receivable, Net	5,958,257	127,005	5,831,252
23	Other Current Assets			
24	Prepaid Expenses			
25	9331 - Prepaid and Deposits - Current Portion (non-employee)	389,343	326,864	62,479
26	Total Prepaid Expenses	389,343	326,864	62,479
27	Total Other Current Assets	389,343	326,864	62,479
28	Total Current Assets	14,841,968	8,955,151	5,886,817
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	(166,318)	(179,969)	13,651
34	9471 - AD - Vehicles	(22,400)	(22,400)	-
35	Total Property & Equipment	269,495	255,844	13,651
36	Other Long-term Assets			
37	Other Assets			
38	9475 - Right of Use Asset	205,093	205,093	-
39	9476 - Right of Use Asset Amortization	(46,800)	(94,216)	47,416
40	Total Other Assets	158,293	110,877	47,416
41	Total Other Long-term Assets	158,293	110,877	47,416
42	Total Long-term Assets	427,788	366,721	61,067
43	<b>Total Assets</b>	<b>15,269,756</b>	<b>9,321,872</b>	<b>5,947,884</b>

Making Waves Academy  
FY2024

	A	B	C	D
1		<b>Making Waves Academy</b>		
2		<b>Statement of Financial Position</b>		
3				
4				
5				
6				
7		06/30/2023	03/31/2024	
8		Actual	Actual	Period Diff
44	<b>Liabilities and Net Assets</b>			
45	Liabilities			
46	Short-term Liabilities			
47	Accounts Payable			
48	9500 - Accounts Payable	1,914,849	99,194	1,815,655
49	9500.999 - Employee Expense Payables	5,667	128	5,539
50	9520.497 - CC*6315 Chase	49,497	25,532	23,965
51	Total Accounts Payable	1,970,013	124,854	1,845,159
52	Accrued Liabilities			
53	9601 - Payroll Liabilities	337,932	342,423	(4,491)
54	9602 - Benefits Liabilities	51,669	(325,578)	377,247
55	9603 - Accrued Paid Time Off Liability	485,821	495,007	(9,186)
56	9620 - Funds Held for Others (Student Groups and Agencies)	17,529	20,734	(3,205)
57	9625 - Funds Held for Chromebook	4,913	16,829	(11,916)
58	9630 - Funds Held for Summer Holdback	254,747	238,319	16,428
59	Total Accrued Liabilities	1,152,611	787,734	364,877
60	Deferred Revenue	3,868,015	2,836,223	1,031,792
61	Total Short-term Liabilities	6,990,639	3,748,811	3,241,828
62	Long Term Liabilities			
63	Other Long-term Liabilities			
64	Other Liabilities			
65	9745 - Operating Lease Liability	158,374	109,184	49,190
66	Total Other Liabilities	158,374	109,184	49,190
67	Total Other Long-term Liabilities	158,374	109,184	49,190
68	Total Long Term Liabilities	158,374	109,184	49,190
69	Total Liabilities	7,149,013	3,857,995	3,291,018
70				
71	Net Assets			
72	9800 - Equity			
73	Beginning Net Assets*	6,990,805	8,120,743	(1,129,938)
74	Change In Net Assets**	1,129,938	(2,656,866)	3,786,804
75	Total Net Assets	8,120,743	5,463,877	2,656,866
76	<b>Total Liabilities and Net Assets</b>	<b>15,269,756</b>	<b>9,321,872</b>	<b>5,947,884</b>
77				
140	* Beginning net assets refer to the net assets on the first day of the fiscal year.			
141	** 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	<b>MWA Revenue Budget</b>	<b>2nd Interim Budget FY2024</b>	<b>07.01.23 - 03.31.24 - Actuals</b>	<b>07.01.23 - 03.31.24 2nd Interim Budget</b>	<b>Variance</b>	<b>% Variance</b>	<b>Notes</b>
7	<b>Revenue</b>						
8	8011 - State Aid - General Apportionment	7,498,379	4,740,607	4,812,750	72,143	1%	
9	8012 - Prop 30 - Education Protection Account Entitlement	3,356,165	1,722,526	685,612	(1,036,914)	-151%	
10	8096 - In Lieu of Property Taxes	3,460,726	2,700,917	2,344,575	(356,342)	-15%	
11	8181 - Federal - Special Education	132,038	2	2	-	0%	
12	8220 - Federal - Child Nutrition Programs	160,000	68,171	72,275	4,104	6%	
13	8230 - Federal - American Rescue Plan - Homeless Children and Youth II	3,000	3,000	3,000	-	0%	
14	8263 - Federal - Elementary and Secondary School Relief III (ESSER III)	262,869	305,074	262,869	(42,205)	-16%	
15	8290 - Federal - Title I - Basic Grant	362,284	254,577	353,110	98,533	28%	
16	8295 - Federal - Title II - Teacher and Principal Training	49,872	23,900	27,469	3,569	13%	
17	8296 - Federal - Title III - LEP	45,435	24,527	21,232	(3,295)	-16%	
18	8297 - Federal - Title IV, Part A - Student Support	24,000	7,226	22,025	14,799	67%	
19	8299 - Federal - Other Revenue	118,437	116,127	79,178	(36,949)	-47%	
20	8311 - State - Special Education	901,314	676,282	676,708	426	0%	
21	8313 - State - Special Education - Level 2 Mental Health Funding	53,300	-	-	-	0%	
22	8314 - State - Special Education - Level 3 Mental Health Funding	43,008	1,038	-	(1,038)	0%	
23	8319 - State - Other Revenues - Prior Years	-	72,119	-	(72,119)	0%	
24	8520 - State - Child Nutrition Programs	150,000	94,446	105,887	11,441	11%	
25	8525 - State - Expanded Learning Opportunities Grant	-	-	-	-	0%	
26	8526 - State - Expanded Learning Opportunities Program	332,310	769,637	41,603	(728,034)	-1750%	
27	8527 - State - Educator Effectiveness	40,000	80,527	-	(80,527)	0%	
28	8528 - State - A-G Completion Improvement Grant	-	-	-	-	0%	
29	8530 - State - Teacher Residency Expansion Grant	150,000	150,000	150,000	-	0%	
30	8531 - State - Arts, Music, and Instructional Materials Discretionary Block Grant	-	-	-	-	0%	
31	8532 - State - Learning Recovery Emergency Block Grant	204,272	544,724	204,272	(340,452)	-167%	
32	8545 - State - School Facilities	1,368,908	-	589,698	589,698	100%	
33	8550 - State - Mandate Block Grant	36,528	36,281	36,264	(17)	0%	
34	8560 - State - Lottery	252,904	114,951	63,585	(51,366)	-81%	
35	8590 - State - Other Revenue	-	53,663	-	(53,663)	0%	
36	8595 - State - Ethnic Studies	-	-	-	-	0%	
37	8621 - Local - Parcel Taxes	317,400	245,976	238,050	(7,926)	-3%	
38	8808 - Realized Gains/Losses on Investments	-	(524)	-	524	0%	
39	8810 - Dividend Income	-	31	-	(31)	0%	
40	8811 - Interest Income	372,896	300,755	293,745	(7,010)	-2%	
41	8980 - Contributions - Unrestricted	1,160,000	1,158,955	1,159,700	745	0%	
42	8981 - John Regina Scully (JRS)	10,063,136	4,500,000	4,500,000	-	0%	
43	8986 - School Supply Fund Donations	6,000	1,807	1,807	-	0%	
44	8988 - In-Kind Donations	9,000	654	654	-	0%	
46	<b>Total Revenues</b>	<b>30,934,181</b>	<b>18,767,976</b>	<b>16,746,070</b>	<b>(2,021,906)</b>	<b>-12%</b>	
47							
50	<b>YTD Revenue Non-SRE</b>						
138							
139	MWA Non-SRE Revenue						
140	Total Governmental Revenue	19,323,149	12,806,298				
142	Total Grants, Interest Income, and non-SRE donations	1,547,896	1,461,678				
143	<b>Total external sources of revenue</b>	<b>20,871,045</b>	<b>14,267,976</b>				
144							
145	Cumulative Revenues		14,267,976				
146	% of FY2023 Annual budget		68%				
147							
148							
149	Total student count (EOM) - 96% ADA		1079				
150							
151	Governmental revenue/student		\$11,868				
152	Grants and non-SRE donations/student		\$1,355				
153	<b>Total external revenues per student</b>		<b>\$13,223</b>				

**Cash Flow Projection  
2023-24**

	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-23	Aug-23	Sep-23*	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24*	Apr-24	May-24	Jun-24**	Total
59	<b>Beginning Cash</b>	8,494,368	8,557,194	8,355,789	8,310,271	8,325,550	7,175,036	7,041,242	7,914,202	9,835,492	8,501,282	8,338,134	6,904,284	8,494,368
60														
61	<b>Cash In</b>													
62	Government	1,681,814	789,023	956,198	1,998,573	953,045	910,831	2,748,813	1,362,274	1,403,557	2,180,841	1,565,244	3,051,530	19,601,742
63	Donation (Non-SRE)	2,071	5,394	2,386	100,334	1,933	1,045,424	2,724	699	451	382	372	12,830	1,175,000
64	Dividend & Realized Gains/Loss on Investments & Sale of Fixed Assets	25,147	32,213	35,864	36,781	32,748	30,204	32,833	37,568	36,903	-	-	-	300,261
65	JRSF	-	-	2,000,000	-	-	-	-	2,500,000	-	-	-	5,563,136	10,063,136
66	<b>Total Cash In</b>	<b>1,709,032</b>	<b>826,630</b>	<b>2,994,448</b>	<b>2,135,688</b>	<b>987,726</b>	<b>1,986,459</b>	<b>2,784,370</b>	<b>3,900,541</b>	<b>1,440,911</b>	<b>2,181,223</b>	<b>1,565,616</b>	<b>8,627,495</b>	<b>31,140,139</b>
67														
68	<b>Cash Out***</b>													
69	MWA	1,424,094	1,858,290	2,574,632	1,869,491	2,348,385	1,964,391	1,973,687	2,041,680	2,597,476	2,194,431	2,627,706	3,077,197	26,551,463
70	MWAS (Central Office)	250,477	295,537	348,465	249,512	331,651	273,287	267,712	255,318	410,877	295,340	298,727	373,368	3,650,271
71	<b>Total Cash Out</b>	<b>1,674,571</b>	<b>2,153,827</b>	<b>2,923,097</b>	<b>2,119,003</b>	<b>2,680,036</b>	<b>2,237,678</b>	<b>2,241,399</b>	<b>2,296,998</b>	<b>3,008,353</b>	<b>2,489,771</b>	<b>2,926,433</b>	<b>3,450,565</b>	<b>30,201,734</b>
72														
73	<b>Net Change In Cash (In - Out)</b>	<b>34,461</b>	<b>(1,327,197)</b>	<b>71,351</b>	<b>16,685</b>	<b>(1,692,310)</b>	<b>(251,219)</b>	<b>542,971</b>	<b>1,603,543</b>	<b>(1,567,442)</b>	<b>(308,548)</b>	<b>(1,360,817)</b>	<b>5,176,930</b>	<b>938,405</b>
95														
96	Net Change in Cash from Operating Activities	62,826	(201,405)	(45,518)	15,279	(1,150,514)	(133,794)	872,960	1,921,290	(1,334,210)	(163,148)	(1,433,850)	5,772,520	4,182,436
97														
98	<b>Ending Cash</b>	<b>8,557,194</b>	<b>8,355,789</b>	<b>8,310,271</b>	<b>8,325,550</b>	<b>7,175,036</b>	<b>7,041,242</b>	<b>7,914,202</b>	<b>9,835,492</b>	<b>8,501,282</b>	<b>8,338,134</b>	<b>6,904,284</b>	<b>12,676,804</b>	<b>12,676,804</b>
99														
103														
104														
105	<b>Date Needed</b>			9/15/2023					2/15/2024				6/15/2024	
106														
107	<b>Notes:</b>													
108	*Three payrolls Funded													
109														
110	** June funding estimate is based on Board approved budget in June 2024 and likely to change according to actuals.													
111														
112	***Does not include non-cash items (i.e.: vacation, depreciation, and MWAS (Central Office) Fees to school)													

# Coversheet

## Board Work and Advisory Committee Updates

**Section:** III. Non-Action Items  
**Item:** A. Board Work and Advisory Committee Updates  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** Culture & Climate\_Board\_Report & Essential Questions\_May 2024.pdf





---

# Board Report

## Culture and Climate Committee

## May 2024

---

Dear Board Members,

We are excited to present the Culture and Climate Committee's first report for your review ahead of the upcoming May Board meeting. This report outlines our efforts this school year to enhance MWA's culture and climate and our plans for the future.

**As you review the report, please consider one or more of the following essential questions:**

1. Are there additional areas of focus or initiatives you believe should be prioritized for 2024-2025?
2. What other upcoming actions have you observed that will positively influence the culture and climate at MWA? Is there anything else we should be paying attention to that we might not know about yet?
3. How can the Board encourage active participation and feedback from staff, students, and parents in shaping MWA's culture and climate?

Thank you for your continued support.

- Josie Beyer, Kendra Brown, Breonna Edison, Colyn Flynn, Ben Calvert, Lawanda Muhammad, and Sonja Jackson

## May 2024

---

### Committee Focus and Mission

The primary focus of the Culture and Climate Committee this school year has been to comprehensively assess the current culture and climate at MWA and identify areas for improvement. Our dedicated team, comprised of committed staff and faculty members, collaborated with a unified mission to enhance workplace conditions and cultivate a positive, inclusive environment for all members of the MWA community. Our efforts have been guided by the overarching goal of aligning with Dr. Jackson's vision for the school, reinforcing MWA's commitment to excellence, equity, and community.

### Key Initiatives and Milestones (What)

**Committee Orientation:** Our journey began with an initial meeting in November, where all committee members affirmed their commitment to our mission statement. Since then, we have embarked on a journey of strategic initiatives and ongoing evaluation to fulfill our objectives this school year ([Appendix A](#)).

**Assessment of Survey Data:** Utilizing data from the 2022-2023 staff satisfaction survey, we identified key areas for improvement, including communication, sustainability, belonging, and students. Recognizing the need for alignment with Dr. Jackson's leadership, we conducted a mid-year survey in 2023-2024, which reaffirmed these focus areas and highlighted the importance of student experience/support ([Appendix B](#)).

**Partnership and Community Engagement:** Collaboration with Principal Jackson and Board members Margaret and Layla have been instrumental in our efforts. We presented our findings and plans for engagement during open sessions, fostering transparency and seeking valuable insights from MWA employees ([Appendix C](#)).

**Acknowledgment of Progress:** We are pleased to report a number of accomplishments, including improvements in morning huddle efficiency, the elimination of Saturday workdays for the upcoming year, and the integration of culture and climate updates into Board agendas. These initiatives reflect our commitment to continuous improvement.

## May 2024

---

### Committee's Focus (So What/Now What)

As we proceed, the committee is ready to collaborate closely with Dr. Jackson to translate the feedback gathered during open sessions into actionable strategies that align seamlessly with the overarching goals of MWA ([Appendix C](#)). We recognize that the success of our initiatives hinges upon their synergy with the school's broader vision for culture and climate enhancement, encapsulated within each pillar of our framework. By harnessing the collective wisdom of our community and channeling it into targeted, goal-oriented actions, we aim to catalyze transformative change that permeates every facet of the MWA experience.

- **Low Lift/End-Of-Year Initiatives:**

- **To support Belonging:** Implement a phased approach to the Belonging initiative by launching a Teacher of the Year award and inviting nominations from the community to recognize exceptional colleagues. The committee will be asking for support from school leadership to help identify staff and faculty to celebrate, in hopes of meeting the identified need of sharing genuine recognition from leaders.
- **To support Communication:** Share feedback gathered during the open session with Dr. Jackson, as it requires more insights from the school leader than the committee.

- **Tentative Goals for 2024-2025:**

- **Committee Expansion to Include Middle School Representation**
  - Increase in the number of MS staff members serving on the committee.
- **To support Communication:**
  - Enhanced Communication Channels: Increase the effectiveness of communication channels utilized (e.g., Google Calendar, PD agendas, newsletters, etc.)
- **To support Belonging:**
  - Establish formal staff recognition channels to recognize staff members for outstanding achievements, excellence, and service
  - Consistent appreciation circles at the end of PD sessions
  - Teacher of the Month/Year
  - Student vs. Staff after-school sports events (volleyball, basketball, etc.) for MS and US
- **To support Sustainability:**
  - Increase in the number of parent volunteers.
- **To support Students: TBD**

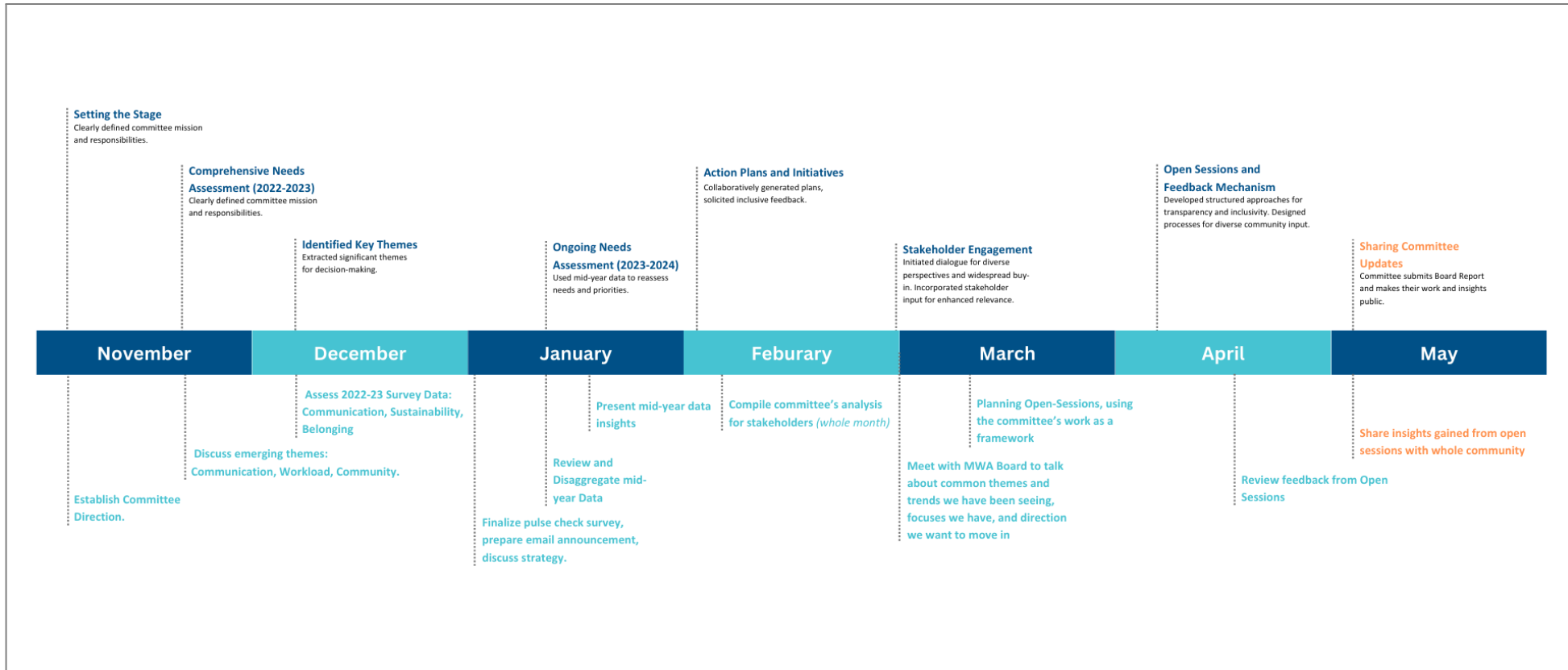
*\*These goals are currently under development and may be subject to change.*

The Culture and Climate Committee is committed to driving positive change at MWA and ensuring that our school remains a supportive and inclusive environment for all. We look forward to the opportunity to continue our work in the coming year and welcome any feedback or suggestions from the Board.

# May 2024

## APPENDIX

### Appendix A: Culture and Climate Timeline (What)

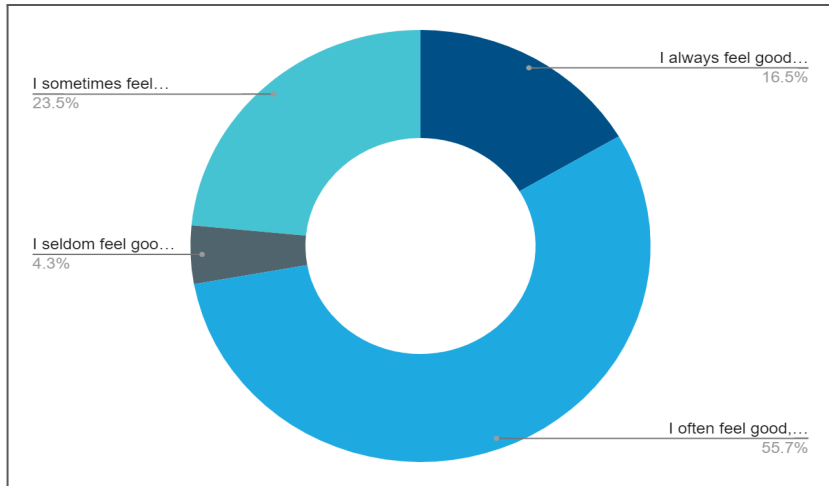


## May 2024

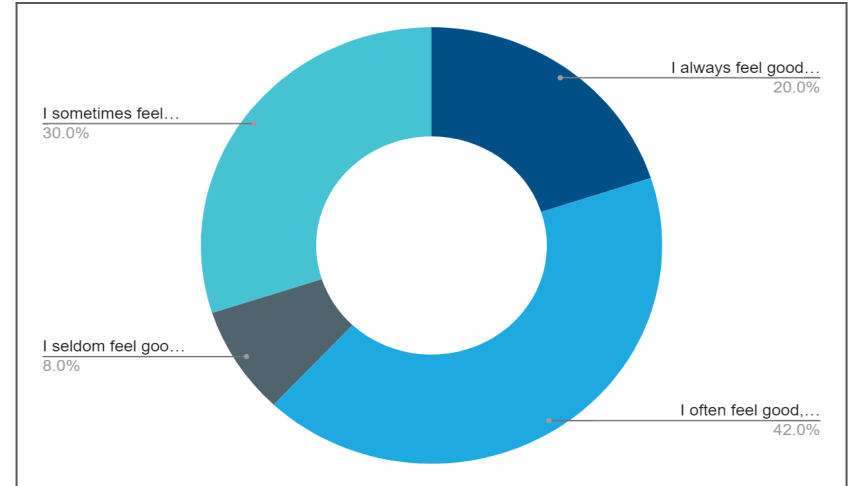
### Appendix B: Survey Results (What - continued)

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

2022-23 Staff Satisfaction



2023-24 Mid-Year Pulse



There is an increase in staff who seldom or sometimes feel good as an employee at MWA. This change seems to be felt most strongly by the decrease in the percentage of staff who often feel good as an employee of MWA. There is also a small increase in staff who always feel good as an employee of MWA.

a. Comparison highlight - Communication

2022-23 Satisfaction

	MWA clearly explains how key decisions are made.	MWA effectively communicates important issues that affect me.	MWA actively seeks input from a diverse group of employees regarding decisions that affect staff.
<b>Based on Division</b>			
Academy Wide	2.905	3.131	3.035
Central Office	3.858	4.072	4
School Leadership/Admin	2.693	2.77	2.462
Faculty (MS/US)	2.655	2.964	2.928
Faculty MS	2.917	3.167	2.959
Faculty US	2.452	2.807	2.904
Non-Faculty Staff	3	3.152	3.031

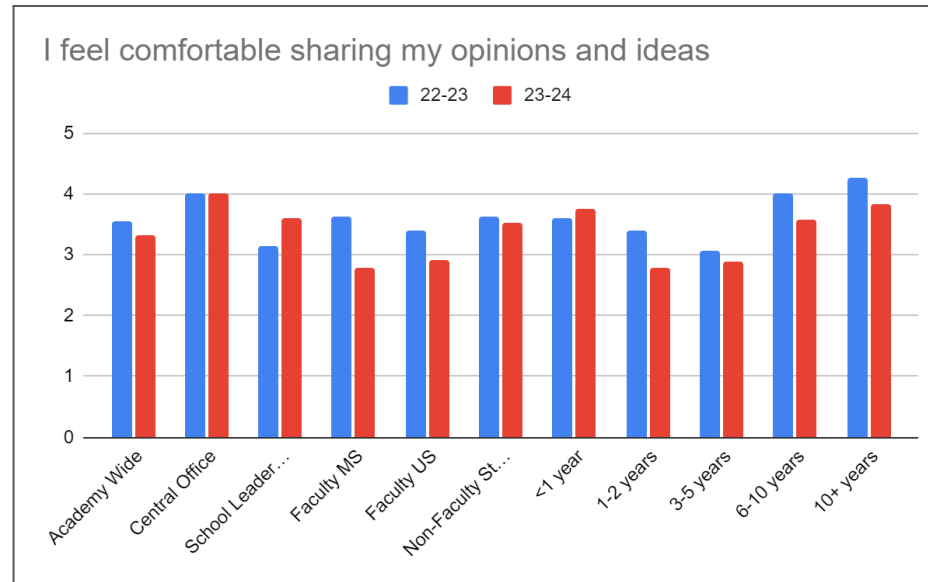
2023-24 Mid-Year Pulse

	MWA clearly explains how and why key decisions are made and effectively communicates important issues that affect me.	MWA provides sufficient notice and time to process information related to key decisions and important issues that affect me.	MWA actively seeks input from a diverse group of employees regarding decisions that affect staff.
<b>Based on Division</b>			
Academy Wide	2.983	2.832	2.965
Central Office	3.895	3.527	3.737
School Leadership/Admin	3	2.924	3.385
Faculty (MS/US)	2.453	2.265	2.491
Faculty MS	2.685	2.369	2.632
Faculty US	2.324	2.206	2.412
Non-Faculty Staff	3.358	3.393	3.143

## May 2024

Leadership feels like communication has improved, but this has not translated to the rest of the school when comparing the 22-23 survey to the 23-24 survey results.

b. Comparison highlight - sharing opinions and ideas



Staff felt less comfortable sharing their opinions and ideas across all tenure groups aside from <1 year and all departments except leadership and central office in the more recent survey as compared to the survey from last year.

c. Key Quotes:

- i. **“The students here are some of the best I have worked with.** It is often voiced that students at MWA are overall respectful, kind, and on task. I wish this was recognized as a strength by MWA leaders. Or more so--I wish MWA leaders recognized the effort that teachers here put into building relationships with students and creating this school culture. It didn't happen by accident and we need to recognize teachers and staff for what they do...The student versus staff basketball game earlier in the school year was a joyful and positive moment on campus. Students were excited to support their classmates and teachers and it was great to see the school build community together.” - School Staff (Non-Faculty): All other non-instructional on-campus positions.
- ii. “Morale has tanked this year and it is causing a lot of people to quit, plan on quitting, or considering quitting. A lot of staff feel micromanaged and are not able to do their best due to the lack of autonomy. **Low morale** affects all aspects of a school including students’

## May 2024

- learning. This needs to be addressed asap. **The culture of the school has lost its community, joy, love, and respect towards staff.**" - School Staff (Non-Faculty): All other non-instructional on-campus positions
- iii. "Leadership is quick to point out what other folks do wrong but in my [many] years here it has been rare the times that they accept responsibility for their mistakes, which have been many. Part of being a good leader is accepting ownership and learning from our failures. This mentality trickles down to the staff and students and creates a **hostile work environment** where folks spend more time blaming each other than trying to find solutions together. Overall, this organization is run more like a corporation than a school. We have always had terrible morale even before the pandemic." - School Leadership/Admin: All on-campus leadership positions that report directly to the Principal and/or supervise other employees.
  - iv. "I don't want to meet new staff members anymore because I don't want to invest in relationships that won't last here because of turnover or that I have to make excuses for MWA in hope that this person will be able to suffer and stay through the year." - School Staff (Faculty primarily teaching 9th-12th grade)
  - v. "Teachers and students (human beings) **do not feel valued** at MWA, only data, and the decisions made in order to improve data are made unilaterally by a small group of leaders who clearly have no idea what they're doing because they have little to no teaching experience." - School Staff (Faculty primarily teaching 9th-12th grade)
  - vi. "I have noticed that the school appears to operate with a structure more reminiscent of a business than a traditional educational institution. While efficiency and effectiveness are essential, I believe that nurturing a more community-oriented and student-focused approach could greatly benefit both the institution and its student." - School Staff (Faculty primarily teaching 9th-12th grade)
  - vii. Something to be improved is "Faculty & staff morale, focus too much on organizational framework and there is not an emphasis of theoretical framework that helps unite or builds trust amongst faculty and staff." - School Leadership/Admin: All on-campus leadership positions that report directly to the Principal and/or supervise other employees.
  - viii. I think there could be better acknowledgement by leadership around specific things staff are doing well. It feels like often when leadership is talking directly to teachers (e.g. in weekly PDs or PDs at the beginning of the year) the focus is on how we are not doing enough. This feels especially intense this year with all of the focus on the upcoming charter renewal. It just feels like a lot of negativity coming from the top down about how we aren't doing enough and our test scores aren't high enough and too many kids are failing and/or not at grade level. Teachers are internalizing all of this negativity and it can sometimes get pushed on to the students. Just like many of the students know that they are not at grade level, many of the teachers realize there is more work to be done but constantly reminding us of that, especially without any praise, is really discouraging. **Data is important but students are not their test scores and teachers are not their students' test scores.** We are all doing a lot of great things that isn't being reflected in one or two select data points. - School Staff (Faculty primarily teaching 9th-12th grade)



## May 2024

d. Highlights - Additional Student Focus (Experience/Support)

<b>Current Support Structure - Upper School</b>	<ul style="list-style-type: none"> <li>Limited office hours on Tuesdays or Wednesdays create challenges for students needing support in multiple subjects. More interventions are needed.</li> </ul>
<b>Teacher Bandwidth Challenges</b>	<ul style="list-style-type: none"> <li>Overwhelming office hours strain teacher bandwidth, hindering additional academic support for tasks like makeup tests and quizzes.</li> </ul>
<b>Parent Feedback (From LCAP Advisory Group)</b>	<ul style="list-style-type: none"> <li>Suggestions for simplifying the volunteer process to encourage more involvement.</li> <li>Support for the after-school program and suggestions to focus on children who need the greatest academic support</li> </ul>

Survey Quote Related to Students:

*“I think we can be better about offering (academic) support for students. I would love to see an implementation of targeted and consistent availability of tutoring for all grades.”*

## May 2024

### Appendix C: Culture and Climate Open Session Participant Feedback

<p><b>Communication</b></p>	<ol style="list-style-type: none"> <li>1. Stakeholder Inclusion and Consistency:             <ol style="list-style-type: none"> <li>a. Example: Several participants emphasized the need to consistently use communication tools like Google Calendar, suggesting that irregular updates and fragmented information hindered team collaboration and awareness.</li> <li>b. Example: Participants recommended ensuring that key stakeholders are included in communications about initiatives and activities to avoid anyone feeling left out, citing instances where decisions were made without input from relevant parties, leading to misunderstandings.</li> </ol> </li> <li>2. Trust and Respect Building:             <ol style="list-style-type: none"> <li>a. Example: Participants highlighted that effective communication builds trust among team members, sharing experiences where open dialogue and transparent information sharing fosters a sense of cohesion and shared purpose.</li> <li>b. Example: Encouragement of positive interactions such as greetings and acknowledgments was noted as a way to strengthen relationships within the community, with participants sharing instances where simple gestures of recognition improved morale and camaraderie.</li> </ol> </li> <li>3. Information Sharing and Proactivity:             <ol style="list-style-type: none"> <li>a. Example: Multiple participants requested clear timelines and proactive communication, citing instances where last-minute announcements and unclear expectations caused stress and confusion among staff.</li> <li>b. Example: Suggestions for utilizing platforms like ParentSquare and Slack for regular updates were mentioned to enhance communication efficiency, with participants highlighting successful implementations of these tools in other organizations for streamlined information dissemination.</li> </ol> </li> <li>4. Transparency and Inclusivity:             <ol style="list-style-type: none"> <li>a. Example: Transparent communication was emphasized by participants for fostering respect and awareness, with participants sharing instances where transparent communication about decisions, even if unpopular, increased trust and understanding among stakeholders.</li> <li>b. Example: Calls for involving staff in decision-making processes were highlighted to promote inclusivity, with participants sharing experiences where inclusive decision-making led to better outcomes and increased buy-in from all parties involved.</li> </ol> </li> </ol>
-----------------------------	--

**May 2024**

<p><b>Sustainability for Staff</b></p>	<ol style="list-style-type: none"> <li><b>1. Recognition and Engagement:</b> <ol style="list-style-type: none"> <li>a. Example: Suggestions for staff appreciation events and student-led initiatives were made to foster a sense of belonging within the community. Participants shared successful experiences of recognition programs that boosted morale and encouraged collaboration.</li> <li>b. Example: Recognition of achievements and positive contributions was desired, as mentioned by several participants, who emphasized the need for regular acknowledgment of staff efforts to maintain motivation and commitment.</li> </ol> </li> <li><b>2. Feedback and Improvement:</b> <ol style="list-style-type: none"> <li>a. Example: Participants expressed the need for clearer accountability structures and follow-through on feedback, sharing instances where lack of follow-up on suggestions and concerns eroded trust and hindered progress.</li> <li>b. Example: Suggestions for professional development and collaboration were made to facilitate ongoing improvement in communication practices, with participants highlighting the value of continuous learning and sharing of best practices among staff members.</li> </ol> </li> </ol>
<p><b>Belonging</b></p>	<ol style="list-style-type: none"> <li><b>1. Community Building and Engagement:</b> <ol style="list-style-type: none"> <li>a. Example: The importance of fostering a sense of belonging through community activities was emphasized, with participants sharing successful experiences of community-building events that strengthened bonds and fostered a supportive environment.</li> <li>b. Example: Suggestions for inclusive events and celebrations were made to create a welcoming environment for all community members, with participants sharing ideas for activities that promote inclusivity and celebrate diversity.</li> </ol> </li> <li><b>2. Inclusivity and Respect:</b> <ol style="list-style-type: none"> <li>a. Example: The need for promoting respect and inclusivity among students and staff was highlighted, with participants sharing strategies for fostering respectful interactions and creating a culture of acceptance and understanding.</li> <li>b. Example: To create a supportive environment, suggestions for recognizing diversity and promoting respectful interactions were mentioned, with participants emphasizing the importance of valuing and celebrating differences to create a culture of inclusivity and belonging.</li> </ol> </li> </ol>

## May 2024

<b>Students</b>	<ol style="list-style-type: none"><li><b>1. Ownership and Voice:</b><ol style="list-style-type: none"><li>a. Example: Participants highlighted the importance of providing opportunities for student input and leadership, sharing successful experiences of student-led initiatives that empowered individuals and contributed to a positive school culture.</li><li>b. Example: Suggestions were made for creating inclusive learning environments and promoting student accountability, with participants sharing strategies for giving students a voice in decision-making processes and fostering a sense of responsibility for their education.</li></ol></li><li><b>2. Cultural Events and Inclusivity:</b><ol style="list-style-type: none"><li>a. Example: Participants suggested hosting more cultural events and promoting inclusivity, sharing successful experiences of multicultural celebrations that promoted understanding and appreciation of diverse backgrounds.</li><li>b. Example: To enhance student engagement, calls were made to treat music and art as serious subjects with demanding curricula. Participants emphasized the importance of valuing all forms of expression and providing opportunities for creative exploration.</li></ol></li></ol>
-----------------	--

# Coversheet

## LCAP Public Hearing

**Section:** III. Non-Action Items  
**Item:** B. LCAP Public Hearing  
**Purpose:** FYI  
**Submitted by:**  
**Related Material:** LCAP\_Board\_Report\_5\_6\_24.docx.pdf  
MWA 2024-25 LCAP Budget Overview for Parents.pdf  
MWA 2023-24 LCAP Annual Update.pdf  
MWA 2024-25 LCAP.pdf  
LCAP\_Public Hearing Slides\_5\_6\_24\_.pdf



---

# Board Report

2023-24 LCAP Annual Update

2024-25 Local Control Accountability Plan (LCAP)

## **LCAP Public Hearing**

MWA is ending our last 3-year LCAP cycle and providing our Annual Update on the progress we have made towards the goals initially set 3 years ago. We are here to solicit recommendations and comments from the public regarding the specific actions and expenditures in MWA's new 2024-25 LCAP. This report contains snapshots of Annual Update and new LCAP from a high level, as well as what impacts have made due to feedback from our Educational Partners. For more information on these topics, please see the full MWA 2023-24 LCAP Annual Update, the MWA 2024-25 LCAP, and the MWA 2024-25 LCAP Budget Overview for Parents.

## Annual Update of the 2023-24 LCAP: Snapshots

MWA’s 2023-24 LCAP was made up of 8 goals consisting of 41 different actions that were implemented at MWA over the past 3 years. This is a look at some of the highlights from our reflections on each goal. For a complete breakdown of all goals, actions, metrics, and expenditures, please refer to the full MWA 2023-24 LCAP Annual Update.

**Note: Expenditures were not listed in these snapshots because there were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.**

### 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.*

**Teachers who are credentialed and appropriately assigned**

**Goal:** 100% of teachers appropriately assigned and making adequate progress towards their credential pathway.

**Actual:** 58.32% (2023-24 SARC)

**Teacher retention rate**

**Goal:** Meet a minimum retention rate of 80%.

**Actual:** 67.2% (2022-23)

### Reflection

#### 1.1 - Credential Process

Based on ongoing support and monitoring HR provides to all educators that have not reached their clear credential, 51 teachers, 36 lacked full credentials this school year. However, with 4 no longer employed at MWA, HR focused on 32 teachers. By May 2024, 28% (9 teachers) will be recommended for intern or preliminary credentials, while 22% (7 teachers) will complete their first year in the TIP program. Additionally, 13% (4 teachers) are expected to finalize the TIP program and receive a Clear credential recommendation. The remaining 12 teachers will continue to follow a personalized teacher plan aligned with their progress and permit eligibility. During this LCAP cycle, HR has refined and strengthened its

systems to support teachers who are working towards becoming fully credentialed. While we did not meet our goal of having 100% of teachers fully credentialed and properly assigned, we have seen progress in decreasing teacher misassignments (18% 2020-21; 15.6% 2021-22).

**Next Year**

We will be placing the Alder Teacher Residency program on pause for the 2024-25 school year while we focus on increasing the capacity of our staff to deepen our bench of potential mentor teachers. We will continue to focus on instructional coaching and supporting pathways to teacher leadership through the use of Content Leads and Grade-level leads. We will continue to support teachers through their induction programs to receive the CA clear credentials.

**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*

<p><b>English Learner Progress Indicator</b></p>	<p><b>Goal:</b> 50% “Making Progress” <b>Actual:</b> 59.7% “Making Progress”</p>
<p><b>English Learner Reclassification Rates</b></p>	<p><b>Goal:</b> 20% annual reclassification rate across all grades <b>Actual:</b> 18%, on track to hit goal of 20% by EOY</p>

**Reflection**

**2.1 - ELD Data Analysis and Implementation of Success Metrics**

Students and parents were provided with EL progress reports that allowed them to track their progress towards reclassification at different points in the year. Teachers were also provided with EL data and aligned designated supports. With an ELPI rating of 59.7% MWA met and exceeded our goal. There is still room for improvement in this action, leading to it being somewhat effective. We will continue next year with additional time for teachers to update plans along with EL students.

**Next Year**

As MWA is taking a larger focus on data analysis, we will be adding specific time for teachers to review and update individual learning plans with EL students into the designated ELD scope and sequence.



### 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.*

#### Parent Climate Survey data

**Goal:** 80% of parents express satisfaction with opportunities for parent participation and input

**Actual:** 87%

**Goal:** 80% of parents feel MWA is responsive to their concerns

**Actual:** 89%

#### Reflection

#### 3.1 - Participation and Input Opportunities

Parents Talks were moderately effective as attendance varied at each Parent Talk Session. Our evening sessions were attended by more families, and the majority of the families were Middle School parents.

#### Next Year

MWA will continue Parent Talks and will be planning additional opportunities for parent engagement. This includes partnering with families that have expressed interest in volunteering, partnering, and participating on committees. We will also be planning events that will be created to not only inform/educate families, but also allow for building a strong school community.

## 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.*

<p><b>Percent of graduates having a post secondary plan across a range of pathways</b></p>	<p><b>Goal:</b> 95%</p> <p><b>Actual:</b> 100%</p>
<p><b>Percent identified as "Prepared" on CCI</b></p>	<p><b>Goal:</b> 70%</p> <p><b>Actual:</b> 54.7% (22-23)</p>

### Reflection

#### 4.2 - College/Career:

Active staff training still needs to happen, so this action has not been effective and we did not meet our goal of having our CCI indicator at 70%. Stronger administrative support is needed to make this happen, including re-developing a scope and sequence for these training sessions to reach a wider audience that includes Middle School students.

### Next Year

Faculty and staff still need to be widely trained to strengthen their understanding of graduation requirements and college admissions criteria. Intentional CCI training for faculty and advisors is still needed with strong administrative support.

## 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.*

<b>8th grade retention rates</b>	<p><b>Goal:</b> 95% or more 8th graders matriculate to upper school</p> <p><b>Actual:</b> 92%</p>
<b>Upper school retention rates</b>	<p><b>Goal:</b> 96% retention rate in upper school</p> <p><b>Actual:</b> 93.9%</p>

### Reflection

#### 5.3 - Student Enrollment, Retention Rates, and Transfers

MWA met our initial goals for both 8th Grade and upper school retention rates before they were revised. MWA intends to continue giving new students orientations, but will do so with more intentional adult support.

### Next Year

As an additional layer of communication, families will be provided with an organizational chart with contact information that indicates who they can contact for specific areas throughout the school.

MWA is also considering adding clubs and/or athletics to Lower School to reflect interest expressed by students and families.

## 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.*

### Suspension Rate

**Goal:** <5% (overall and in both divisions)

**Actual:** 11%\* (as of 3/14)

### Social Worker Referrals

**Goal:** 95% of students who are referred to the Holistic Services department receive support services or are connected with support services.

**Actual:** 80%

### Reflection

#### 6.5 - Student Support Referrals and Services

Students that did not receive and/or were not connected with support were either addressed and resolved, it was determined the student was receiving outside support, or the incident/concern was unfounded/misunderstanding.

### Next Year

We will continue to increase the number of restorative circles among students and with adults with their deans/social workers and ultimately (for lower level issues) within their classrooms to support the MWA staff inside and outside of the classroom with students.

There is a need to begin onboarding an additional Social Worker and an additional upper school Dean.

## 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.*

<b>CTE course enrollment</b>	<p><b>Goal:</b> 30% or more will be enrolled in CTE designated courses</p> <p><b>Actual:</b> 20%</p>
<b>Master schedule</b>	<p><b>100% of middle school students</b> are taking courses that fulfill local requirements for 8th grade promotion.</p> <p><b>100% of upper school students</b> are taking courses that fulfill local requirements for high school graduation</p>

### Reflection

#### 7.4 - Career and Technical Education

While the Patient Care pathway has been successful in exposing students to careers in health/medicine, it has been the only CTE pathway offered. As we have only had one CTE pathway, we did not meet our CTE Course enrollment goal.

### Next Year

MWA will begin looking into offering other CTE Pathways such as finance, technology, digital media arts, business/entrepreneurship pathways.

We would also like to Re-Invest in Dual-enrollment which can aid in explaining course offerings to all MWA students.

## Goal 8: Academic Growth

*Support all learners to achieve growth in academic student outcomes.*

<p><b>CAASPP scores for English</b></p>	<p><b>Goal: Pass the SBAC</b>                  Middle school: 70%                  Upper School: 80%</p> <p><b>Actual: Meeting / Exceeding Standard for ELA</b>                  Schoolwide: 44%                  Upper School: 51.77%</p>
<p><b>CAASPP scores for Math</b></p>	<p><b>Goal: pass the SBAC</b>                  Middle school: 50%                  Upper School: 70%</p> <p><b>Actual: Meeting / Exceeding Standard for Math</b>                  Schoolwide: 21%                  Upper School: 14.12%</p>

### Reflection

#### Action 8.1 - Tier 1 Instruction

This year, a greater emphasis was placed on teachers following scope and sequence plans in ELA and mathematics to provide students with access to grade-level standards. To achieve this goal, coaches conducted weekly audits of lesson plan outlines (Week-at-a-Glances or WaaGs), which cited standards, deliverables, accommodations and modifications for each lesson, as well unit vocabulary, and daily learning targets. The purpose of the WaaG was to help teachers internalize curriculum.

### Next Year

The current "8.1 - Tier 1 Instruction" action will continue under "Goal One: Support For All Learners" of the next LCAP cycle beginning AY24- 25 as "1.2 - Strengthening Tier 1 Instruction and Differentiation" by providing high quality, standards-aligned and differentiated instruction through the utilization of research-based unit planning formats and ongoing collaboration among teachers and content leads to support student mastery.

## 2024-25 LCAP: Overview

MWA's 2024-25 LCAP is being put forth in this public hearing to elicit feedback and input from the public on our new LCAP before it is adopted for the next 3 year cycle.

For this new LCAP cycle, MWA has decided to significantly reduce the number of actions. While the fundamental objectives from our old LCAP are still present, they have been absorbed into our new goals. This new LCAP has 3 goals that are aligned with our WASC goals, to help focus our overall practices at MWA. This is an overview of our new goals and actions for MWA's 2024 LCAP. For a complete breakdown of goals, actions, metrics, and expenditures, please see the full MWA 2024-25 LCAP.

**Note: The "Total Funds" listed below for each action include all of our LCFF funding as well as some state and some federal funds that will be utilized to achieve our goals.**

### Goal 1: Support for All Learners

*Develop and refine vertically-aligned programs to support all learners.*

#### Why we developed this goal

MWA believes that to support all learners, basic requirements must be met and exceeded in the areas of credentials, facilities, and instructional materials. For all students to be successful, they must be taught by teachers who have cleared all of the requirements to teach in the state of California, the facilities have to be free of hazards/unsafe conditions, and all students should have access to the materials they need to obtain a robust and rigorous education.

While basic conditions are critical to student success, implementation of academic standards and academic growth are the top priority. We believe that tracking metrics in these areas will allow us to monitor the extent to which we provide support for all learners including our Critical Learner Groups. When we analyze our data by cohort, we are able to see a clear pattern of academic improvement. Students who enter MWA in the 5th grade and stay with us through graduation demonstrate gains in their Math and ELA scores. We believe that aligning our programs across all grades will further increase the gains our students demonstrate. Additionally, the alignment will further support our tiered support for English Learners and Students with Disabilities.

Historically, the CA State Dashboard data and local data have informed us that some of our students are not demonstrating enough

academic progress, particularly in math for all grades and in English for 5th-8th grades. When we have looked at this data by subgroup, we have not seen as much progress with our African American students, Students with Disabilities, and English learners. Our 11th graders, historically, have done very well on the SBAC and our seniors have had strong high school graduation rates and college readiness rates. On the SBAC, our Latino subgroup of students have been a top performing subgroup in comparison to other Latino students across the state in the 11th grade. Our English Learner reclassification data has, for the most part, been historically better than average. When we looked at the overall data, as a whole school and by subgroups and grade levels, we wanted to create a goal that acknowledged that although we have a continuum of learners with different needs, our goal is for ALL of our learners to make material progress every year academically. When we ask our educational partners, they have stressed the importance of getting their children reclassified before they start high school so that they can have access to more curriculum and more learning. Our educational partners have also stressed wanting the students who are not working at grade level proficiency to be provided support so that they can get caught up as soon as possible. Our Board of Directors have asked us to make more material progress in math outcomes as evidenced by our SBAC math scores. Given the Dashboard and local data as well as the feedback from educational partners, we think it's important that our goal reflects a commitment to all subgroups of our learners (that are also reflected in the CA State Dashboard).

**Metrics Tracked**

- 1.1 Teacher credentials and assignments
- 1.2 Instructional Materials
- 1.3 Facilities
- 1.4 Adopted Standards
- 1.5 Teacher Participation in PD
- 1.6 ELD PLC
- 1.7 EL Reclassification Rate
- 1.8 ELPI
- 1.9 English CAASPP Scores and GPA
- 1.10 Math CAASPP Scores and GPA



	<p><b>1.11</b> Science CAASPP Scores and GPA</p> <p><b>1.12</b> Social Science GPA</p> <p><b>1.13</b> World Language GPA</p> <p><b>1.14</b> Health and Wellness PFT and GPA</p>
<p><b>Action 1.1</b></p> <p><b>Total Funds:</b> \$456,399</p> <p><i>Personnel:</i> \$456,399</p> <p><i>Non-Personnel:</i> –</p>	<p><b>Enhancing Instructional Capacity and Professional Growth</b></p> <p>Improve instructional coaching and professional development opportunities for educators, ensuring deep understanding of grade-level standards and effective analysis of unduplicated student data to drive instructional decision-making.</p>
<p><b>Action 1.2</b></p> <p><b>Total Funds:</b> \$1,557,510</p> <p><i>Personnel:</i> \$1,547,510</p> <p><i>Non-Personnel:</i> \$10,000</p>	<p><b>Strengthening Tier 1 Instruction and Differentiation</b></p> <p>To provide high-quality, standards-aligned, and differentiated instruction -- for students that are at-risk, Long-Term English Language Learners, ELL, and SpEd-- through the utilization of research-based unit planning formats and ongoing collaboration among teachers and content leads to support student mastery.</p>
<p><b>Action 1.3</b></p> <p><b>Total Funds:</b> \$1,159,107</p> <p><i>Personnel:</i> \$1,149,107</p> <p><i>Non-Personnel:</i> \$10,000</p>	<p><b>Enhancing Progress Monitoring and Data Analysis</b></p> <p>To empower teachers to utilize student assessment data effectively within the teaching and learning cycle, providing targeted interventions and monitoring progress of student subgroups --including Include English Learners, LTELs, students with disabilities, race/ethnicity groups, and income groups-- to ensure equitable support for all learners.</p>
<p><b>Action 1.4</b></p> <p><b>Total Funds:</b> \$655,337</p> <p><i>Personnel:</i> \$655,337</p>	<p><b>Improve Academic Outcomes for Special Education Students</b></p> <p>Students with disabilities will annually increase their English DFS in English and Math by a minimum of 3 points to achieve a color rating of orange as reflected on the English &amp; Math indicators on the CA State Dashboard.</p>

*Non-Personnel: –*

**Action 1.5**

**Total Funds:** \$330,960

*Personnel:* \$330,960

*Non-Personnel: –*

**Enhancing the Learning Environment for English Learners through Staff PD**

Improve instructional coaching and professional development opportunities for educators to best support the needs of ELs.

**Action 1.6**

**Total Funds:** \$89,988

*Personnel:* \$89,988

*Non-Personnel: –*

**Language Acquisition Program**

Continue providing standards aligned curriculum specifically for designated ELs from CA approved materials list.

**Goal 2: College and Career Readiness**

*Refine holistic support for college and career readiness that build all students' capacity for graduation and success beyond high school.*

**Why we developed this goal**

MWA's data for College and Career Readiness has historically been high. Like most schools, we saw a decline in our data during the COVID 19 pandemic but our outcomes remain strong.

For this goal, it was most relevant to track our College and Career Readiness and Course Access metrics. Our mission is to prepare all of our students to engage in an appropriately rigorous post-secondary pathway. We know that not all students want to pursue higher education and we want to ensure that they are all college-eligible when they leave MWA.

Given our historical and persistent success in this area as demonstrated by our Dashboard data, we think it is important to continue to reflect upon and refine our practices. How can we further prepare our students to be more prepared for college and career? What

skills can we help them develop that will allow them success beyond high school? Again, given our strong data in the areas of high school graduation rates and college and career readiness, we thought it was important to continue to evolve and adapt to any new challenges that would deter ongoing

success in this area. Beyond being a place for academic and social-emotional learning, the ultimate measure of readiness, from a post secondary perspective, is our students' success in college and in an early career. These two areas set the early stage for their careers and their lives for well into the future.

**Metrics Tracked**

- 2.1 CTE Enrollment
- 2.2 A-G Completion
- 2.3 Graduation Rate
- 2.4 Drop Out Rate
- 2.5 AP Pass Rate
- 2.6 EAP
- 2.7 CCI
- 2.8 UC and CSU Eligibility
- 2.9 Pathways and Student Meetings
- 2.10 Post-Secondary Planning
- 2.11 Number of Field Trips
- 2.12 Students Have Access to a Broad Course of Study
- 2.13 CTE and A-G Completion

**Action 2.1**

**Vertically Aligned Systems for Seamless College and Career Support**

Develop and implement a systematic partnership agreement within MWA to address and identify the college and career readiness and post-secondary needs of critical learning groups (English Learners,

**Total Funds:** \$975,741

**Personnel:** \$968,291

**Non-Personnel:** \$7,450

Low-Income, African-American Youth, Special Education, Foster Youth). Additionally, continue to update the practices to ensure that MWA students' specific needs are met.

**Action 2.2**

**Total Funds:** \$2,127,225

**Personnel:** \$2,112,225

**Non-Personnel:** \$15,000

**College and Career Pathway Scope and Sequence**

Develop and implement a strategic plan that encompasses the development of a scope and sequence that addresses the implementation of age appropriate college and career readiness curriculum for critical learning groups (English learners, Low-Income, African-American Youth, Special Education, Foster Youth) starting in the Middle School grades through upper school grades

**Action 2.3**

**Total Funds:** \$937,754

**Personnel:** \$922,754

**Non-Personnel:** \$15,000

**Graduation Pathways**

Strengthen and refine existing plan to better serve MWA students in critical learning groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth) and as a whole as they move through the graduation process.

**Goal 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.*

**Why we developed this goal**

One of our core values is community; MWA was founded on the belief that diversity, equity and inclusion are a critical part of learning. In June 2022, the Making Waves Education Foundation installed two monuments to name MWA a Campus for Equity in Education in honor of our founders as a way to recognize their commitment and impact. The campus naming is consistent with the founder's vision for Richmond, our students, and their families – a school in the community that can be an example of what it means to provide students with the kind of educational opportunities all students in our country deserve – no matter their family's race/ethnicity, income, zip code, or background. In the context of the learning environment, we believe family partnerships, student engagement,

and school climate are directly connected to a student's sense of belonging which can deeply impact their ability to learn.

We believe that strong partnerships with parents is incredibly valuable and we want to continue monitoring our efforts on that front. An engaged parent can be one of the most effective levers to engage our students. This is especially true for students who require additional support (SPED, EL, socio-economically disadvantaged, chronically absent etc.).

Lastly, we want all of our students to feel safe coming to school. This starts by creating an inclusive environment that prioritizes learning and student success. If students do not feel safe, they will have a very difficult time accessing their education.

**Metrics Tracked**

- 3.1** Chronic Absenteeism
- 3.2** Attendance Rate
- 3.3** Suspension Rate
- 3.4** Expulsion Rate
- 3.5** School Climate Surveys - Safety
- 3.6** School Climate Surveys - Connectedness
- 3.7** Parent Participation - Skills Academy Survey
- 3.8** Parent Participation - Workshops
- 3.9** PD Sessions - Families of Critical Learner Groups
- 3.10** PD Sessions - Students with Disabilities
- 3.11** Student Input
- 3.12** 8th Grade Retention Rates
- 3.13** Upper School Retention Rates
- 3.14** Master Calendar

	<p><b>3.15</b> Event Promotions</p> <p><b>3.16</b> Student vs. Staff Demographics</p>
<p><b>Action 3.1</b></p> <p><b>Total Funds:</b> \$813,767</p> <p><i>Personnel:</i> \$800,767</p> <p><i>Non-Personnel:</i> \$13,000</p>	<p><b>Student Support Services for Students that are Suspended</b></p> <p>Refer students that have been suspended to Student Support Services to be placed on Tier 2 or 3 with targeted skills to be taught in various formats with a focus on critical learning groups and unduplicated student groups (English Learners, Low-Income, Foster Youth).</p>
<p><b>Action 3.2</b></p> <p><b>Total Funds:</b> \$522,409</p> <p><i>Personnel:</i> \$519,409</p> <p><i>Non-Personnel:</i> \$3,000</p>	<p><b>Integrated Family Engagement</b></p> <p>Develop and implement a comprehensive plan for family workshops that is based on surveyed interests, establishes a regular and consistent set of events, and that are promoted effectively to all parents, guardians, and families of our unduplicated student groups (English Learners, Low-Income, Foster Youth).</p>
<p><b>Action 3.3</b></p> <p><b>Total Funds:</b> \$435,054</p> <p><i>Personnel:</i> \$429,054</p> <p><i>Non-Personnel:</i> \$6,000</p>	<p><b>SWD Suspension Rate Reduction</b></p> <p>Create a system that establishes a process to lower the rate of students with disabilities being suspended from school</p>
<p><b>Action 3.4</b></p> <p><b>Total Funds:</b> \$673,327</p> <p><i>Personnel:</i> \$665,327</p> <p><i>Non-Personnel:</i> \$10,000</p>	<p><b>Increase in School Connectedness</b></p> <p>Achieve a school atmosphere that increases school connectedness based on School Climate Survey results, assessment of current environment, while fostering student voice and leadership for our unduplicated student groups (English Learners, Low-Income, Foster Youth).</p>

## Educational Partner Feedback Impacts

MWA has been engaging our Educational Partners in the creation of our LCAP all year. This is a look at the specific changes we have made to our new LCAP due to this feedback. For a full breakdown on our specific meetings, surveys, and engagement please see MWA 2024-25 LCAP or the written response sent out by our CEO on May 9, 2024.

<p><b>All Actions</b></p>	<p>All surveyed groups (Faculty/Staff, Parents, and Students) indicated that support for specific student groups is needed and appropriate. As such, all goals have been updated to include more specific references to student groups that the individual actions will be geared towards supporting.</p>
<p><b>Goal 1: Support for All Learners</b></p>	
<p><b>Action 1.1 Enhancing Instructional Capacity and Professional Growth</b></p>	<p>No major changes implemented.</p>
<p><b>Action 1.2 Strengthening Tier 1 Instruction and Differentiation</b></p>	<p>Faculty/Staff indicated that they are interested in learning how to better incorporate standards into lesson plans. We have kept this a heavy area of focus.</p>
<p><b>Action 1.3 Enhancing Progress Monitoring and Data Analysis</b></p>	<p>Faculty/Staff indicated that they are excited about learning how to better analyze and utilize student data. All surveyed groups (Faculty/Staff, Parents, and Students) indicated that they are interested in an increased focus on student data. Next year students will also be shown performance data to help them set and achieve personal goals. Provided more definition of student groups that data analysis will be focused on.</p>
<p><b>Action 1.4 Improve Academic Outcomes for Special Education Students</b></p>	<p>After receiving educational partner feedback, Goal 1 Action 4 "Improve Academic Outcomes for Special Education Students" has been added to MWA's LCAP. All surveyed groups (Faculty/Staff, Parents, and Students) indicated an appreciation for differentiated approaches to educating various student groups. Faculty/Staff and Parents in particular advocated for differentiated support for students with disabilities. This, coupled with CA State Dashboard data on Math and ELA performance for students with disabilities, has led MWA to create this action.</p>
<p><b>Action 1.5 Enhancing the Learning Environment for English Learners through Staff PD</b></p>	<p>After receiving educational partner feedback, Goal 1 Action 5 "Enhancing the Learning Environment for English Learners through Staff PD" has been added to MWA's LCAP. All surveyed groups indicated support for specific student groups is needed and Faculty/Staff indicated an appreciation for additional teacher supports for meeting student needs. With ELs making up 81% of our student population, learning for specific supports related to our ELs is appropriate. This, coupled with LCAP required actions, has led MWA to create this action.</p>
<p><b>Action 1.6 Language Acquisition</b></p>	<p>After receiving educational partner feedback, Goal 1 Action 6 "Language Acquisition Programs" has been added to MWA's LCAP. All surveyed groups indicated support for specific student groups is needed and Faculty/Staff and parents</p>

<b>Program</b>	showed an interest in EL reclassification rates. With ELs making up 81% of our student population, learning for specific supports related to our ELs is appropriate. On the CA State Dashboard, MWA's English Learner Progress Indicator statistics are indicated to exceed state scores by over 10%. To continue this progress, coupled with LCAP required actions, has led MWA to create this action.
----------------	---

**Goal 2: College and Career Readiness**

<b>Action 2.1 Vertically Aligned Systems for Seamless College and Career Support</b>	No major changes implemented.
<b>Action 2.2 College and Career Pathway Scope and Sequence</b>	All surveyed groups (Faculty/Staff, Parents, and Students) indicated that they were excited for college and career readiness initiatives to begin earlier in the education process at MWA i.e. grades 5-8. MWA will carry this intention over into the next 3 years by implementing college and career readiness beginning in middle school.  Faculty/Staff and Parents indicated a strong want for more college and career readiness opportunities to happen outside of MWA through experiences like field trips. A focus on providing these opportunities has been added, along with metric 2.13 (Number of Field Trips) -- with the goal of having at least one such field trip per grade a year.
<b>Action 2.3 Graduation Pathways</b>	Students indicated a need for support in the transition process from middle school to the upper school. More attention has been paid to this point after receiving student feedback. Much like Goal 2 Action 2, a focus on field trips has also been added to this action. In addition, MWA has increased the focus on Community Engagement as well.

**Goal 3: Diversity, Equity, and Inclusion**

<b>Action 3.1 Student Support Services for Students that are Suspended</b>	Faculty/Staff and Parents both indicated a strong interest in increasing communications to parents. A larger focus has been geared towards supporting this communication. Similarly to Goal 2 Action 2 and Goal 2 Action 3, a stronger focus has also been included in community engagement.
<b>Action 3.2 Integrated Family Engagement</b>	Students indicated a want for more student-inclusion in decision making and engagement. Signage created by students has been given a larger focus and included in metric 3.15 (Engagement Events: Promoted). More specifications on how the school will engage families has also been added, as per Parent requests.
<b>Action 3.3 SWD Suspension Rate Reduction</b>	No major changes implemented.
<b>Action 3.4 Increase in School Connectedness</b>	Similarly to Goal 2 Action 2, Goal 2 Action 3, Goal 3 Action 1, and Goal 3 Action 2, a bigger emphasis has been added to student experiences when it comes to field trips. This action also has a new focus on bringing more experiences to the MWA campus by bringing in external contractors that are representative of our student population.



# 2024-25 LCFF Budget Overview for Parents Data Input Sheet

<b>Local Educational Agency (LEA) Name:</b>	Making Waves Academy
<b>CDS Code:</b>	07100740114470
<b>LEA Contact Information:</b>	Name: Alton B. Nelson, Jr. Position: Chief Executive Officer Email: anelson@mwacademy.org Phone: 510-262-1511
<b>Coming School Year:</b>	2024-25
<b>Current School Year:</b>	2023-24

\*NOTE: The "High Needs Students" referred to in the tables below are Unduplicated Students for LCFF funding purposes.

<b>Projected General Fund Revenue for the 2024-25 School Year</b>	<b>Amount</b>
<b>Total LCFF Funds</b>	\$14,976,555
<b>LCFF Supplemental &amp; Concentration Grants</b>	\$3,133,215
<b>All Other State Funds</b>	\$4,019,895
<b>All Local Funds</b>	\$9,571,975
<b>All federal funds</b>	\$866,924
<b>Total Projected Revenue</b>	\$29,435,349

<b>Total Budgeted Expenditures for the 2024-25 School Year</b>	<b>Amount</b>
<b>Total Budgeted General Fund Expenditures</b>	\$29,385,349
<b>Total Budgeted Expenditures in the LCAP</b>	\$10,736,579
<b>Total Budgeted Expenditures for High Needs Students in the LCAP</b>	\$3,133,215
<b>Expenditures not in the LCAP</b>	\$18,648,770

<b>Expenditures for High Needs Students in the 2023-24 School Year</b>	<b>Amount</b>
<b>Total Budgeted Expenditures for High Needs Students in the LCAP</b>	\$3,031,311
<b>Actual Expenditures for High Needs Students in LCAP</b>	\$3,031,311

<b>Funds for High Needs Students</b>	<b>Amount</b>
<b>2024-25 Difference in Projected Funds and Budgeted Expenditures</b>	\$0
<b>2023-24 Difference in Budgeted and Actual Expenditures</b>	\$0

<b>Required Prompts(s)</b>	<b>Response(s)</b>
<b>Briefly describe any of the General Fund Budget Expenditures for the school year not included in the Local Control and Accountability Plan (LCAP).</b>	General Fund Budget Expenditures not included in the LCP include Information Technology, Rent, Operations, Student Food, Faculty and Staff Professional Development, , Support Staff, Leadership Salaries, liability insurance, and General Instructional Materials.  Projected local funds include \$311,751 from Measure G Parcel Tax, and \$9,050,224 from Philanthropic Contributions.



*Learn. Graduate. Give Back.*

## **LCFF Budget Overview for Parents**

Local Educational Agency (LEA) Name: Making Waves Academy

CDS Code: 07100740114470

School Year: 2024-25

LEA contact information:

Alton B. Nelson, Jr.

Chief Executive Officer

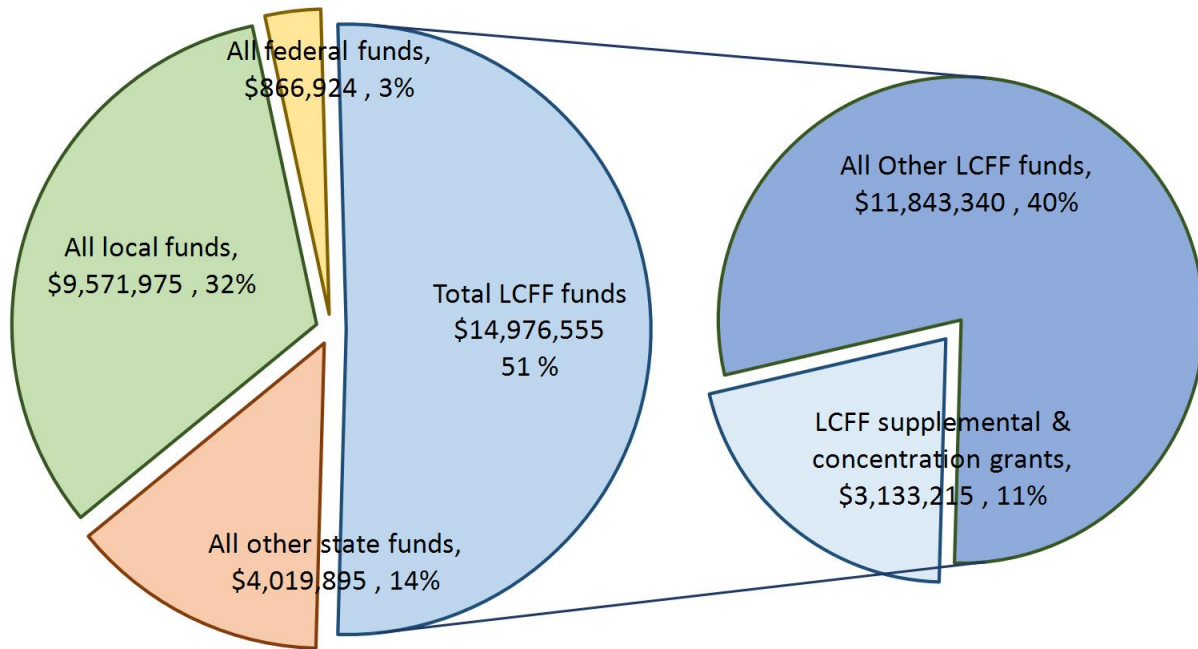
[anelson@mwacademy.org](mailto:anelson@mwacademy.org)

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 2024-25 School Year**

## Projected Revenue by Fund Source

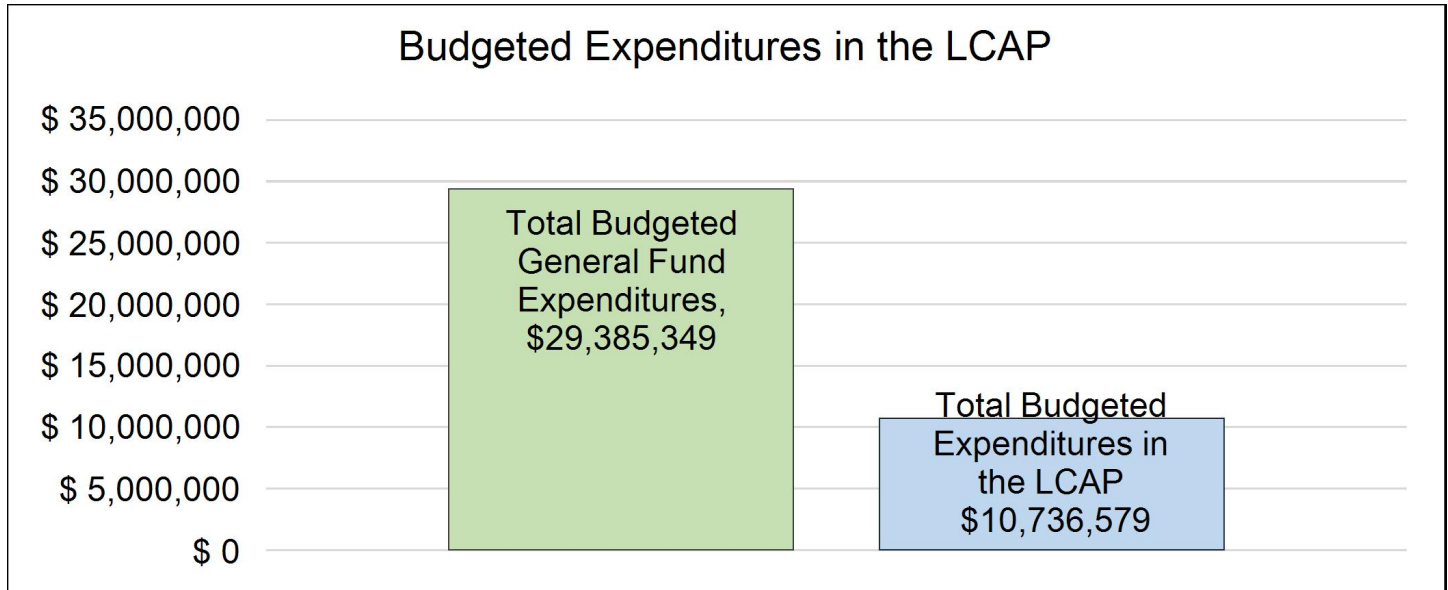


This chart shows the total general purpose revenue Making Waves Academy expects to receive in the coming year from all sources.

The text description for the above chart is as follows: The total revenue projected for Making Waves Academy is \$29,435,349, of which \$14,976,555 is Local Control Funding Formula (LCFF), \$4,019,895 is other state funds, \$9,571,975 is local funds, and \$866,924 is federal funds. Of the \$14,976,555 in LCFF Funds, \$3,133,215 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 2024-25. 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 \$29,385,349 for the 2024-25 school year. Of that amount, \$10,736,579 is tied to actions/services in the LCAP and \$18,648,770 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

General Fund Budget Expenditures not included in the LCP include Information Technology, Rent, Operations, Student Food, Faculty and Staff Professional Development, , Support Staff, Leadership Salaries, liability insurance, and General Instructional Materials.

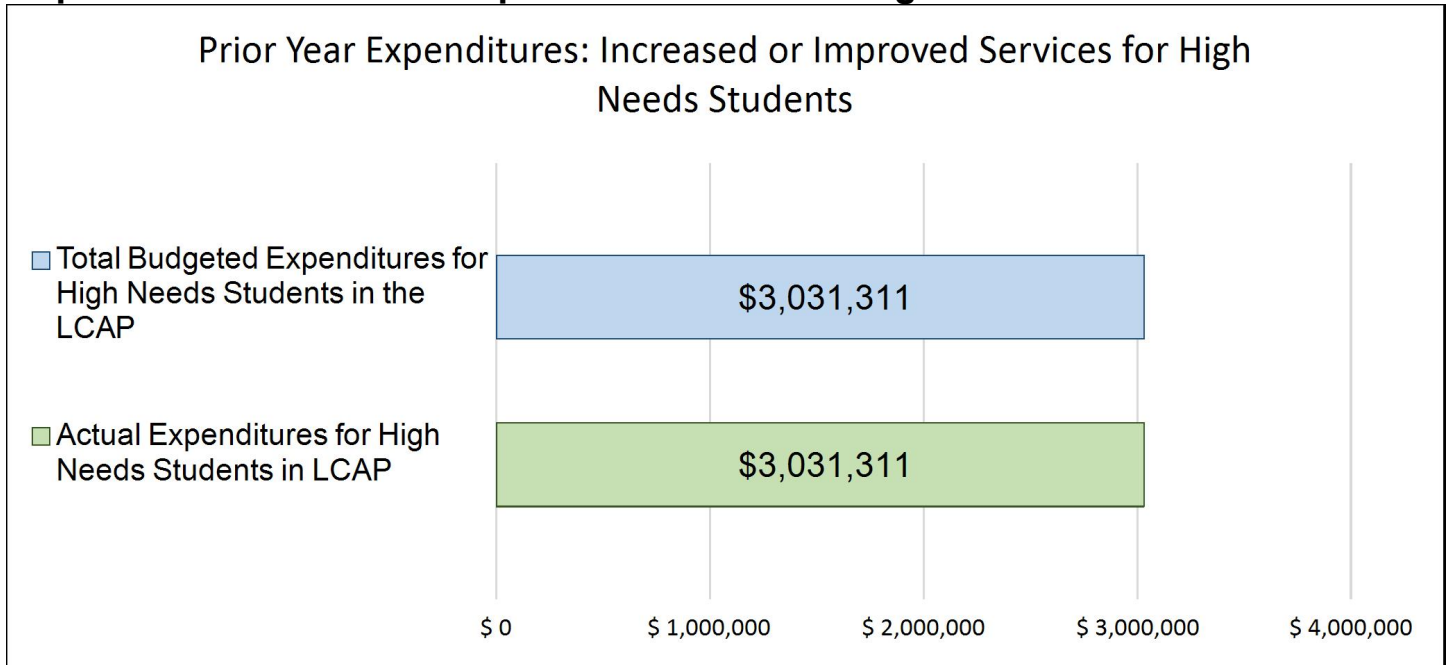
Projected local funds include \$311,751 from Measure G Parcel Tax, and \$9,050,224 from Philanthropic Contributions.

### Increased or Improved Services for High Needs Students in the LCAP for the 2024-25 School Year

In 2024-25, Making Waves Academy is projecting it will receive \$3,133,215 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 \$3,133,215 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 2023-24



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 2023-24, Making Waves Academy's LCAP budgeted \$3,031,311 for planned actions to increase or improve services for high needs students. Making Waves Academy actually spent \$3,031,311 for actions to increase or improve services for high needs students in 2023-24.



***Learn. Graduate. Give Back.***

# 2023–24 Local Control and Accountability Plan Annual Update

The instructions for completing the 2023–24 Local Control and Accountability Plan (LCAP) Annual Update 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

# 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.

## 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).	100% of students have access to standards-aligned curriculum and materials in all subjects (2023 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)	58.32% (AY 22-23 data - 23-24 SARC)	100% of teachers appropriately assigned and making adequate progress towards their credential pathway.
Original: Schedule for routine maintenance of key structural, equipment, appliance and operational elements of the facility.	Original: Our systems and approach is being implemented.  Revised: All facilities systems rated "Good"; overall rating of "Exemplary." (2020 FIT)	All facilities systems rated "Good"; overall rating of "Exemplary." (2021 FIT, reported in SARC)	6 facilities systems rated "Good" and 2 rated "Fair"; overall rating of "Good" (2022 FIT)	95.81% for the Middle School ("good") 95.97% for the Upper School ("good") (Aug 2023 FIT)	Original: Buildings remain in good repair.  Revised: Maintain all facilities systems rated "Good"; overall rating of "Exemplary" on FIT.



Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Revised: Results of annual Facility Inspection Tool (FIT)					
Teacher retention rate	Retention rate from 2020-21 to 2021-22 school year was 74%	n/a (first year of implementation of this metric)	Retention rate from 2021-22 to 2022-23 school year was 58%	67.2% (AY 22-23)	Meet a minimum retention rate of 80%.

## Goal Analysis

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.

**Credentials:** The Human Resources Department collaborated with the principal and other school leaders, utilizing the credential database and tailoring teacher plans to identify teachers who needed monitoring and support. Throughout semester one, HR conducted monthly meetings with teachers, adjusting the frequency based on individual needs and progress.

**Facilities:** MWA’s facilities are assessed through a variety of regular inspections including but not limited to: annual fire marshal inspections, health department inspections, fire alarm and extinguisher inspections, AED annual inspections, eyewash station and fume hood inspections, playground equipment, and more. Maintenance tickets are generated as needed based on results from inspections. We have an annual Preventative Maintenance (PM) plan in place which is managed and implemented by the Making Waves Foundation members of the MWIFS team.

**Instructional Materials:** The school made significant strides in the implementation of curriculum, focusing on providing a "guaranteed and viable curriculum in math and English Language Arts for grades 5-12. This process was supported strongly by the implementation of a new curriculum in math, Spanish language and language arts for grade 5, supported with on-going professional development and coaching. Additionally, we worked with Instruction Partners at the outset of the year to develop scope and sequence plans for all teachers which we believe improved instruction through the use of coaching and Instructional Practice Guides (IPGs) in ELA and math. We believed these efforts contributed to stronger instruction in core subjects.

For our Teacher Residency Program, this is the second year we have had external mentors through CCCOE rather than having MWA faculty act as mentors. We have done this to ensure that our teachers have more time to focus on their instructional core responsibilities and develop their leadership skills as grade level or content leads.

This year we intended to shift to Math 180 in IXL, but this did not happen. However, we believe that training in Math 180 and Lexia is highly needed for next year if this is to be continued as utilization and engagement are inconsistent after grades 5 and 6. The Social Emotional Learning (SEL) online system and curriculum, Nearpod, was purchased and adopted for the current school year, but was not used as intended in advisory classes. Some contributing factors for falling short of our initial goal include: a high number of new teachers in the middle school, transitions of key leaders over the past few years, and a lack of leaders with the knowledge and skills to teach Responsive Classroom. While we were not able to fully roll out Nearpod according to our vision, we did see some exciting developments this year. Our new Middle School Student Activities Coordinator has helped support more coordinated support for student clubs and activities in the middle school. This year was the first year that the middle school had a full-time activities coordinator. Our intersessions (Marlin Academy) utilized Math and Read 180 which helped us gather information that we could use for larger implementation next year. The Gifted and Talented program was relaunched after a year of pause so that identified teachers could become state-certified in curriculum and instruction. We currently serve select 5th-8th graders in a state-mandated afterschool program.

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 were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

1.1 - Credential Process:

Based on ongoing support and monitoring HR provides to all educators that have not reached their clear credential, 51 teachers, 36 lacked full credentials this school year. However, with 4 no longer employed at MWA, HR focused on 32 teachers. By May 2024, 28% (9 teachers) will be recommended for intern or preliminary credentials, while 22% (7 teachers) will complete their first year in the TIP program. Additionally, 13% (4 teachers) are expected to finalize the TIP program and receive a Clear credential recommendation. The remaining 12 teachers will continue to follow a personalized teacher plan aligned with their progress and permit eligibility. During this LCAP cycle, HR has refined and strengthened its systems to support teachers who are working towards becoming fully credentialed. While we did not meet our goal of having 100% of teachers fully credentialed and properly assigned, we have seen progress in decreasing teacher misassignments (18% 2020-21; 15.6% 2021-22).

1.2 - Facilities Conditions and Review Plan:

While we did not meet our goal of gaining an overall "Exemplary" rating on FIT, we have acknowledged that this was an unrealistic goal to set, as this would require for us to achieve a 99% rating. As such, this action was highly effective in our actions related to Facilities. Our FIT scores showed a small increase this year and we are actively working to improve them further. All of our preventative maintenance has been completed on schedule and there have been no major facilities incidents that have interrupted learning. All of our classrooms and open learning spaces are furnished adequately.

1.3 - Review and Adopt Curriculum:

The school made significant strides in the implementation of curriculum, focusing on providing a "guaranteed and viable curriculum" in math and English Language Arts for grades 5-12. This process was supported strongly by the implementation of a new curriculum in math, Spanish language and language arts for grade 5, supported with on-going professional development and coaching. Additionally, work with the outside educational service partner, Instruction Partners, at the outset of the year, developing full scope and sequence plans, as well as support improving instruction through coaching, and the use of Instructional Practice Guides (IPGs) in ELA and math contributed to stronger instruction in core subjects. At the end of the 2023-24 school year we will review the implementation of Carnegie Learning in mathematics by analyzing growth data using MAP NWEA, gathering teacher and coach feedback and making adjustments to scope and sequences as needed.

1.4 - Teacher Residents and Teacher Induction:

Teacher Residency Program: AY 22-23, 4 residents successfully complete the Residency program and earned their preliminary credential; They currently serve as instructor in appropriate assignments based on subject approval. AY23-24, there are 3 residents who are on track to successfully complete the program on time. Both cohorts will be enrolled in the teacher induction program starting Fall of AY24-25.

1.5 - Enrichment Curricular Programs:

This action was somewhat effective for lead teachers who were consistent with GATE. We did a pilot with the reading program, Reading 180, in 5th grade. EEL is piloting Read 180, but push-in support was inconsistent and intermittent.

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.

Next year, MWA will continue to follow the Annual Curriculum Review & Adoption Plan and work with the Curriculum and Instruction Review and Advisory Committee of the MWA Board through the piloting, review, and implementation of any new curriculum. We will continue to focus on CA State Standards integration by having state standards included in teacher lesson plans and as a focal point for the coaching and evaluation cycles. We will also continue to collaborate with Instruction Partners to help teachers feel confident in teaching according to these standards.

We will be placing the Alder Teacher Residency program on pause for the 2024-25 school year while we focus on increasing the capacity of our staff to deepen our bench of potential mentor teachers. We will continue to focus on instructional coaching and supporting pathways to teacher leadership through the use of Content Leads and Grade-level leads. We will continue to support teachers through their induction programs to receive the CA clear credentials.

There is a need for a reading and intervention program, and we are looking into alternatives to Lexia that include diagnostics to better help with data collection.

MWA believes that to support all learners, basic requirements must be met and exceeded in the areas of credentials, facilities, and instructional materials. For all students to be successful, they must be taught by teachers who have cleared all of the requirements to teach in the state of California, the facilities have to be free of hazards/unsafe conditions, and all students should have access to the materials they need to obtain a robust and rigorous education. For this reason, the substance of this goal has been retained in our new LCAP and absorbed into Goal 1: Support for All Learners.

**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

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
ELD training and progress monitoring	<p>Money allotted in the budget is utilized for state purposes for equipment, materials, and training.</p> <p>80% or more of the Professional Development plan is implemented</p> <p>100% or more of the progress monitoring system for English Language Development 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>ELD PLC attendance has been 75%; School-wide PD sessions on vocabulary strategies</p>	<p>Original: All staff are coached regularly on implementation of ELD professional development.</p> <p>Revised: All appropriate staff delivering ELD support are evaluated and meet expectations for proficient instruction and support.</p>
English Learner Progress Indicator (ELPI) (percent making progress toward	<p>44.8% (2019 ELPI)</p> <p>ELPI was not calculated on the California School Dashboard in 2020 or</p>	<p>n/a (first year of implementation for this metric)</p>	<p>49.8% (2022 ELPI)</p>	<p>59.70% (CA State Dashboard)</p>	<p>50% “making progress” on English Language Progress Indicator (ELPI).</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
English Language Proficiency)	2021 due to COVID-related suspension of some dashboard elements; however, 39% scored level 3 and 24% scored level 4 on 2021 Summative ELPAC.				
English Learner (EL) reclassification rates	Original: 70% of ELs reclassify by end of 8th grade.  Corrected: 55% of Wave 21 ELs reclassified by end of 8th grade (2019-20).  13% of MWA English Learners (all grades) reclassified (2019-20).	36% of Wave 22 ELs reclassified by the end of 8th grade (2020-2021).  9% of MWA English Learners (all grades) reclassified (2020-21).	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	**We will update this metric before submitting the final LCAP for adoption.  18%, on track to hit goal of 20% by EOY	Original: 80% reclassification rate by 8th grade 20% annual reclassification rate (all grades)  Revised: 65% of ELs reclassified by 8th grade. 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)	79.2% (TNTP Workshops AY 23-24)	80% of participants believe the professional development session will directly impact their classroom instruction and/or learning environment.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
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 our math teachers participated in targeted math professional development. (2023-24)	100% of math teachers will participate in a cadence of math coaching in conjunction with our teaching and learning cycle.

## Goal Analysis

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.

All EL students received an ELD Progress Report containing their individual scores (ELPAC, STAR, etc.) within the context of reclassification, as well as space for goal setting. Likewise, teachers were given EL Profiles, which also included individual student data ((ELPAC, STAR, etc.) for each EL in their grade level, as well as grade-level overviews. A Designated ELD PD was provided to ELD teaching in line with the new ELD curriculum. Bi-weekly ELD PLCs are held for ELD teachers to support curriculum implementation. ELD teachers are also provided with a hub outlining implementation resources, materials, and pacing.

Integrated ELD resources are made available to all staff through the ASST website. Vocabulary instruction was identified as a priority for ELs, and teachers are required to identify which vocabulary words are being taught as well as EL-specific accommodations on WAAGs. Integrated ELD PD sessions throughout the year targeting academic vocabulary development, close reading/novel study, and other linguistic supports.

One whole group professional development (PD) session was held for all ELPAC proctors, with follow-up PDs for individual groups during the ELD Professional Learning Community (PLC) spaces. Families of ELs have been provided reclassification support/notification through monthly ELAC meetings (with topics including reclassification policy, supporting literacy development, and ELPAC testing), EL progress reports that document progress towards reclassification, and the MWA ELAC website.



As part of the 2023-24 PD calendar we have set aside five professional development days for data analysis of school-wide academic data or academic data analysis by division. At least two of these days are dedicated to Interim Block Assessment analysis and analyzing student progress on specific standards. Three of the PD days are dedicated to NWEA MAP (math) and STAR (reading) analysis - assessments aligned to college and career readiness standards (2 school-wide, 1 middle school only- mid-year).

For AY 2023-2024, the Principal formed an Instructional Leadership Team made up of various instructional experts school-wide: coaches provide feedback on Weeks-at-a-Glance (WAAGs - a weekly lesson planning tool) and observe and provide informal feedback bi-weekly to all teachers and long-term substitutes. Additionally, a 3-part cycle for formal evaluations has been established and is under way using a modified version of the TNTP rubric.

Of the five domains used in the teacher evaluation rubric Domain 2 "Essential Content", specifically seeks to answer the question: "Are all students engaged in content aligned to the appropriate standards for their subject and grade?" Additionally, Lead Teachers and ILT members have had training on using Instructional Practice Guides - tools that align to the evaluation rubric and seek to answer the question "Does the lesson reflect the demands of the [Common Core] standards?"

All math teachers participated in curriculum training at the beginning of the school to specifically support the use of the curriculum (Carnegie Learning - upper school) and Open Up (middle school). Additionally, Carnegie Learning provides virtual coaching to teacher teams around teaching and pacing the three core courses: Algebra 1 & 2 and Geometry). The Math Lead teacher has implemented co-planning sessions since the beginning of the year and acts as the instructional coach. Both middle school and upper school have received training adaptive learning components of curriculum (Mathia & IXL). The math coaches in both middle school and upper school have received training from Instructional Partners around conducting observations and providing feedback to teachers around alignment of lessons to the rigor of the CA Common Core standards.

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 were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

#### 2.1 - ELD Data Analysis and Implementation of Success Metrics:

Students and parents were provided with EL progress reports that allowed them to track their progress towards reclassification at different points in the year. Teachers were also provided with EL data and aligned designated supports. With an ELPI rating of 59.7% MWA met and exceeded our goal. There is still room for improvement in this action, leading to it being somewhat effective. We will continue next year with additional time for teachers to update plans along with EL students.



## 2.2 - ELD Professional Development:

Designated ELD teachers were provided ongoing professional development sessions to support curricular implementation. ELD PLC attendance has been 75%. Regarding integrated ELD, staff were provided with EL profiles and PD regarding strategies around academic vocabulary instruction. Likewise, teachers were evaluated regarding their use of vocabulary strategies, and were also monitored via WAAG submission. These actions were somewhat effective: Teachers were observed utilizing various vocabulary strategies, and the designated ELD curriculum was used with fidelity.

## 2.3 - English Learner Program:

Teachers were required to mark which target vocabulary words and integrated ELD strategies they intended to use on WAAG submissions. Likewise, teachers attended PDs on best practice regarding vocabulary instruction. Likewise, EL data was shared to various stakeholders via board reports, presentations during PD, progress reports, and monthly ELAC meetings. Again, ELPI rating of 59.7% MWA met and exceeded our goal, proving this action to be effective.

## 2.4 - English Learner Reclassification:

Teachers were required to mark which target vocabulary words and integrated ELD strategies they intended to use on WAAG submissions. Likewise, teachers attended PDs on best practice regarding vocabulary instruction. Likewise, EL data was shared to various stakeholders via board reports, presentations during PD, and progress reports. ELPAC testing is on track for a minimum of 95% completion (will have final completion rate by end of May). Reclassification rates are on track to hit the goal of 20% reclassifying by the end of the year, making this action effective.

## 2.5 - Instructional Coaching and Professional Development:

In a spring survey, 79.2% reported that professional learning on the domains of the MWA Evaluation rubric impacted their classroom instruction or learning environment. This action has been effective teachers, on average, showed progress in attaining a rating of "Developing" in Essential Content of rubric from Cycle 1 to Cycle 2.

## 2.6 - Math PD and Coaching:

Upper school math teachers received professional development from Carnegie Learning to support new curriculum implementation in core math subjects (Algebra 1, Algebra 2 and Geometry). Teachers were supported with scope and sequence plans from Instructional Partners and had follow-up workshops with Carnegie 2-3 times throughout the year. Every math teacher received bi-monthly coaching, most showing progress from their first to second evaluation cycles. In the Middle School, instructors were given a beginning of year PD by Open Up and the scope and sequence plans from Instructional Partners. All grades (except 8th -- due to vacancies) have gotten further in the curriculum than last year.

Additionally all math teachers were offered additional IXL training off-site and those who received support and coaching showed higher use of the program in their respective classrooms to support core instruction, capture formative data, and make summative tests. Every math teacher received bi-monthly coaching, most showing progress from their first to second evaluation cycles. While this action was effective, there is a missed opportunity due to vacancies for the 8th grade.

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.

Next year, as MWA is taking a larger focus on data analysis, we will be adding specific time for teachers to review and update individual learning plans with EL students into the designated ELD scope and sequence.

Continuing to provide integrated PDs to all staff on a consistent basis during Friday PD time, additional time should be allocated during school-wide PD time to specifically address integrated ELD strategies. This includes providing time to review EL data and adjust lesson plans accordingly. Additional designated times for ELD teachers to review goal plans with students after initial creation should be allocated during designated ELD classes.

RFEP monitoring is slated to occur at additional points in the year in alignment with the MWA assessment calendar. Further calibration of the basic skills requirements for reclassification is needed so that a greater majority of students achieving a 4 on the summative ELPAC are able to reclassify.

In addition to the instructional coach hired this year, we will hire three additional instructional coaches to support teachers in ELA, Math, and Technology.

We will continue our partnership with Instruction Partners to design a comprehensive coaching framework that aligns with the school's goals and objectives. They will work closely with teachers within their respective subject areas to provide targeted support and feedback, scheduling regular coaching sessions for teachers to discuss lesson planning, instructional strategies, and student progress. We will strongly encourage instructional coaches to model effective teaching practices, co-teach lessons, and provide demonstration lessons when appropriate.

Math professional learning and coaching will continue under a broader plan for support for all Learners by enhancing instructional capacity and professional growth for all teachers, including by hiring four additional instructional coaches and continuing to develop Content Leads.

We will continue to foster a culture of collaboration and continuous improvement by facilitating peer observations and feedback sessions among teachers and coaches.

The key for successful performance on the state Dashboard is ensuring academic instruction and support are aligned with grade level, curricular standards for California. Additionally, providing opportunities for differentiated support within the core day and within all classrooms supports all learners (English learners and students with disabilities) to have access to grade level standards and opportunities to make academic progress. Aligning Implementation of Academic Standards is critical to achieving and making progress towards our WASC Goal 1, and thus our new LCAP Goal 1: Support for All Learners. Feedback on standards-based instruction is critical to align practices with outcomes so the substance of this goal will be carried forward in our new LCAP.

**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.

### 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 turnout was low (especially compared to pre-covid), but represents a good start. Some other events remained virtual (on zoom), to give a variety of options.	Parent Participation in Events: Back to School Day-36 Saturday Parent Meetings-18 Parent Education Workshops-11 ELAC-11 LCAP-9 Advisor Family Conferences-7 (MWA School Climate Survey for Families-February 2023)	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 participation in family engagement events.
Parent Climate Survey data	68% of parents agreed that MWA is responsive to their concerns.	n/a (first year of implementation of this metric)	83% of parents agreed that MWA is responsive to their concerns.	89% of parents agree/strongly agree that MWA is responsive to	80% of parents feel MWA is responsive to their concerns and express satisfaction

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	70% of parents expressed satisfaction with opportunities for parent participation and input. (May 2022 Parent School Climate Survey)		78% of parents surveyed expressed satisfaction with opportunities for parent participation. (March 2023 Parent School Climate Survey)	concerns and questions. 87% of parents feel satisfied with opportunities for parent participation and input at Making Waves Academy. (MWA School Climate Survey for Families- February 2023)	with opportunities for parent participation and input

## Goal Analysis

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.

Assistant Principal(s) participate and co-plan parent engagement events for their cluster, including Parent/ Guardian Talks (held monthly), 3 Parent/ Guardian Workshops held 3x per year and a Back to School Event held in September each year. The organizational structure allowed families to become familiar with Assistant Principals and voice concerns and/or suggest needed areas of support for family engagement. Parent Talks provided via Zoom 2 per month (morning and evening), each month, starting in October, 2023.

School Climate Survey: 54 parents completed the survey.

- 5th Grade - 11%
- 6th Grade - 18.5%
- 7th Grade - 24.1%
- 8th Grade - 16.7%
- 9th Grade - 29.6%
- 10th Grade - 24.1%
- 11th Grade - 20.4%
- 12th Grade - 5.6%

Master Calendar is updated with events for the entire year by/ before the start of the school year and updated regularly. Parent Square, communications system, is consistently used to remind parents of upcoming events - thought the cadence of messaging could be more

regular/ and/ or frequent. A system has been developed for parent volunteering and some parents participate in campus supervision after receiving Livescan/ DOJ (fingerprinting) clearance.

In the fall, the CEO hosted 2 informational meetings and one in-person meeting to discuss re-launching the Parent Wave Reps. The idea of hosting elections was dispensed with in order to be more inclusive. The idea was to share a Parent Wave Rep commitment form and ask those interested to review and commit to these expectations. We would also try to have representation among all grade levels/Waves. The initial meeting only drew about 4 parents, not enough to get started.

There have been three ELAC meetings this year, with topics including reading fluency and progress monitoring. Attendance for each of these meetings was between 10 to 30 attendees, which is consistent from last year, with the majority of families representing middle school students. While most ELAC meetings are held virtually over zoom, the October meeting took place on campus in an effort to create more community among parents. The ELD Coordinator has begun partnering with the Parent Coordinator to begin assessing ways to bring more families into the ELAC space; One potential block that has been identified is ELAC meeting timing. Currently, we are working on surveying parents regarding meeting time and location preferences. In addition to ELAC meetings, parents of ELs receive EL-specific progress reports that detail student achievement and progress towards reclassification.

MWA implemented ParentSquare in July 2023 successfully. - 99.3% of families are contactable via ParentSquare.

An Outreach Protocol was developed and reviewed 2x with the faculty, which provides the steps and details of accessing translation and interpretation services for parent-advisor conferences and family meetings. Translation and documents that require translation are processed through the school's internal system and communicated to parents and guardians.

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 were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

### 3.1 - Participation and Input Opportunities:

Parents Talks were moderately effective as attendance varied at each Parent Talk Session. Our evening sessions were attended by more families, and the majority of the families were Middle School parents. We hope to further engage more families in the future using parental feedback to gain insight on how to better engage families.

### 3.2 - Family Engagement:

The organizational structure was effective in allowing families to become familiar with Assistant Principals and voice concerns and/or suggest needed areas of support for family engagement.

### 3.3 - Family Engagement Marketing:

The Master Calendar was updated with events for the entire year by/ before the start of the school year and updated regularly. Parent Square, a communications system, is consistently used to remind parents of upcoming events - though the cadence of messaging could be more regular/ and/ or frequent. A system has been developed for parent volunteering and some parents participate in campus supervision after receiving Livescan/ DOJ (fingerprinting) clearance. Parents have shared that they would like for the process of registering to volunteer to be simplified, however MWA is hesitant to make this change as to prioritize student safety.

### 3.4 - Parent Leadership:

During Parent Talks and parent conferences, families have indicated interest in the Parent Wave Representatives, showing that parents want more opportunities for leadership in the MWA community. Within current opportunities that we offer such as LCAP feedback sessions. and ELAC group meetings families are consistently attending virtual meetings. Parent Talks were effective, but re-launching Parent Wave Representatives was not.

### 3.5 - School-Home Communications:

ParentSquare has been an effective source of communication with families. In LCAP Advisory Group sessions, parents have often indicated that they enjoy ParentSquare, and would like to receive even more communication through the platform -- this was also indicated in the LCAP feedback survey. This platform allows all messages to be translated into desired language providing access to all of our families that use the platform. Platform usage is as follows:

Middle School Participation: 97 Staff; 573 Students; 1199 Parents;

5th Grade-10 Staff; 111 Students; 267 Parents

6th Grade-12 Staff; 152 Students; 387 Parents

7th Grade-10 Staff; 153 Students; 343 Parents

8th Grade-10 Staff; 157 Students; 344 Parents

The Upper School Participation: 105 Staff; 513 Students; 1036 Parents

9th Grade-27 Staff; 150 Students; 335 Parents

10th Grade-34 Staff; 135 Students; 282 Parents

11th Grade-34 Staff; 151 Students; 328 Parents

12th Grade-28 Staff; 77 Students; 182 Parents

### 3.6 - Translation:

Family home languages are visible via an icon on PowerSchool, thus allowing faculty/staff to effectively contact the translating and interpretation services prior to contacting/interacting. Services are available via Zoom, phone calls, and for written documents. An Outreach Protocol was developed and reviewed with faculty, which provides the steps and details of accessing translation and interpretation services for parent-advisor conferences and family meetings. The parent communication tool, Parent Square, also translates English into Spanish.



While there is room for growth in family attendance for family meetings and engagement, MWA families feel that there has been progress made as the Parent Climate Survey data shows that we have met and exceeded our goal of 80% of families feeling satisfied with opportunities for family input as 89% of our families have indicated satisfaction 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.

MWA will continue Parent Talks and will be planning additional opportunities for parent engagement. This includes partnering with families that have expressed interest in volunteering, partnering, and participating on committees. We will also be planning events that will be created to not only inform/educate families, but also allow for building a strong school community.

MWA will continue using ParentSquare as a way to engage with families and inform them of MWA school events and other engagement opportunities. To ensure that we are reaching as much of our MWA community as possible, we plan to increase the amount of staff, students, and parents that sign-up and use the platform. Provide instructions on how to access it at the beginning of the year.

We will conduct surveys based on engagement events as a way of discovering what support is needed to best engage parents. These surveys will be shared at the events themselves as well as on ParentSquare.

MWA will continue to document the home language and use all available services including translation, interpretation, and ParentSquare.

Part of creating a safe, inclusive, and high performing environment is creating a sense of community. We do that with Saturday parent workshops, ongoing Parent Talks with the Principal and Assistant Principals, and the use of Parent Square to communicate out to families. We know and understand that students do best when there is a three-way partnership among the student, parents/guardians, and staff. Community fosters more trust and more opportunities to hear and learn about one another, which then allows for more open dialogue regarding student needs and how the school can be more responsive to the needs of students and families. Going forward, aligning this Goal with WASC Goal and new LCAP Goal 3: Diversity, Equity, and Inclusion makes the most sense in that it provides multiple opportunities to practice DEI approaches as well as broaden our perspectives about the experiences of our families that then inform programmatic and systemic approaches.

**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.

### 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)	4 year graduation rate: 86.9%  5-year graduation rate: 90.9% (2022-23)	Original: 95% or higher  Revised: 4-year graduation rate: 95%  5-year graduation rate: 98%
Drop-out rate	Original: less than 7% drop out  Corrected: 1.2% (2019-20; Dataquest, 5 year cohort outcome)	1.1% (2020-21) (Dataquest, 5 year cohort outcome)	4.8% (2021-22) (Dataquest, 5-year cohort outcome)	US 5.3% . MS 0%. (2022-23)	<1%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
<p>Post-secondary planning:</p> <p>Percent of graduates having a post-secondary plan across a range of pathways, including:</p> <p>(1) Four-year college or university; (2) Community college; (3) Military enlistment; (4) Job program; (5) Current job or job offer; (6) Trade program or apprenticeship; (7) Gap year program</p>	<p>98.8% (2019-20)</p> <p>93.5% (2020-21)</p>	n/a (first year of implementation of this metric)	95% (2021-22)	100% (2023-24)	95%
<p>College and Career Indicator (CCI):</p> <p>Percent identified as "Prepared" on CCI</p>	<p>60.8% (2019)</p> <p>This metric is not currently published on the state Dashboard due to suspension of 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</p>	n/a (first year of implementation of this metric)	<p>Local projection shows that at least 43% of current seniors might qualify as "prepared" in CCI based on a combination of A-G completion and 2022 SBAC scores criteria or AP exam results. (2022-23)</p>	54.7% (2022-23)	70%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	completion and 2021 SBAC scores criteria. (2021-22)				
Early Assessment Program (EAP) results (SBAC Math and ELA results for 11th Grade)	MAP EAP: 40% (2019) 15.6% (2021)  ELA EAP: 78% (2019) 61.5% (2021)	n/a (first year of implementation of this metric)	Math EAP: 25.3% (2022)  ELA EAP: 72% (2022)	Math EAP: 13%  ELA EAP: 51%	Math EAP: 30%  ELA EAP: 70%
AP exam pass rates (percent of AP test takers who passed with a score of 3 or higher)	Original: 35%  Corrected: 34% (2018-19) 45% (2019-20)	21% (2020-21)	30.6% (2021-22)	42% (2023-24)	Original: AP Pass rate: 80%  Revised: AP pass rate: 30%
UC and CSU eligibility	CSU eligible: 2020-21: 82.7% 2021-22: 73.6%  UC eligible: 2020-21: 74.4% 2021-22: 62.1%	n/a (first year of implementation of this metric)	CSU eligible: 2022-23: 67%  UC eligible: 2022-23: 56%	CSU eligible 84/85 (98%) UC eligible 49/85 (57%) (2023-24)	CSU-eligible: 75% or higher  UC-eligible: 60% or higher
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	81.11% (2022-23)	5% of CTE participants in an academic year reach CTE completer status.

## Goal Analysis

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.

Career & college individual pathway plans for seniors and juniors have been created, however, faculty and staff have not been widely-trained. Individual graduation pathway plans were drafted by the College and Career Counseling (CCC) team members and shared with students, families, staff, and faculty during Advisor-family conference (AFC) meetings and progress meetings held throughout the school year. MWA Graduation Requirement/UC/CSU Admission requirement workshop was offered to staff/faculty during March PD. Some work has been done with senior advisors, however, more work needs to be done with advisors and homeroom teachers in grades 5-11. All upper school students are programmed into courses that meet MWA graduation requirements. This year MWA has added an additional section of credit recovery (now 4 sections), two Advanced Placement courses (Enviro. Sci. & Comp. Sci), and three A-G-approved classes (Astronomy, Journalism/ Creative Writing & Intermediate Theater). A Graduation Roadmap doc and a Graduation Checklist doc have been created to be used for academic counseling.

Trainings still need to be implemented for Faculty on the CCI Indicator (54.7% last year), A-G requirements/progress to graduation and UC and CSU eligibility. An Advisory scope and sequence is in development for grades 5-6, 7-9 and 10-12, but has yet to be launched.

AP Exam pass rates are at 42% for last year. AP Teachers are observed by an instructional leadership team member every two weeks and receive coaching through informal and formal observations. 5 out of 6 AP teachers have been provided with week-long AP Workshops through the College Board or the Contra Costa County Office of Education prior to teaching the course. AP Coordinator works with faculty to ensure access to AP Classroom (online).

100% of Rising Graduates have indicated a Post-Secondary Plan. 75/85 (88%) students submitted applications to UC and CSU. 32 of 85 (38%) have indicated interest in private, out-of-state and HBCU applications. According to the State Dashboard, 5-year graduation rates from 2022-23 for MWA are at 90.9% for all students. For our Unduplicated students: English Learners are at 85.7%, Hispanic students are at 92.3%, and Socioeconomically Disadvantaged students are at 90.9%.

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 were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

4.1 - Graduation Pathways:

The Graduation Pathways action has been effective at MWA during the 2023-24 school year. Creating individualized education plans with students has aided students in understanding graduation requirements, although only seniors and students with high-needs were prioritized.

We did not meet either our 4-year or 5-year graduation rate goals. Students and faculty have been provided with trainings and support when it comes to upper school graduation requirements, college admission criteria for UCs and CSUs, CTE opportunities, and school advisors' role in supporting student progress towards graduation that have been effective in clarifying graduation requirements. All students are programmed for courses that meet MWA requirements. We did not meet our goal for upper school dropout rates, but we did meet our goal for middle school. Our next LCAP will update our goals to make sure they are SMART goals - Specific Measurable, Attainable Realistic and Timely.

#### 4.2 - College/Career:

Active staff training still needs to happen, so this action has not been effective and we did not meet our goal of having our CCI indicator at 70%. Stronger administrative support is needed to make this happen, including re-developing a scope and sequence for these trainings to reach a wider audience that includes middle school students. With an additional mixed success, we exceeded our goal of having 75% of our graduated CSU eligible with 98%, but our UC eligibility was at 57% which barely missed our goal of 60%. We also did not meet our EAL or Math EAP goals.

#### 4.3 - AP Exam:

This goal was revised to achieving a 30% AP Pass rate, and MWA exceeded this goal with a 42% pass rate. In light of this success, we internally set a goal of having 80% students enrolled in AP Exam - for the '23-24 SY 79% of students enrolled in AP Exam. This is a decrease from the '23-23 SY mainly due to the implementation of the "AP Exam Opt-In" process. Students had to commit to taking the AP Exam in November. MWA continued to pay for exams. Faculty trainings on teaching AP courses have proved to be effective - most AP teachers were able to successfully set up their courses in College Board for student registration. The CCC Coordinator worked with teachers to successfully set up classrooms in CollegeBoard. AP Classroom is available to all students and teachers to use. As of spring '24, Bluebook is also available to AP teachers to use to administer practice exams/assignments. A schedule for presenting results of AP exams still needs to be created. AP Potential was evaluated Spring '24 and results were shared with school leaders. AP Potential projects the likelihood that students will earn a 3+ score on an AP Exam based on most recent PSAT data. Since 2021, only 11th graders have been required to take the PSAT, meaning only current 11th graders have projections from AP Potential. Beginning next year, MWA will administer the PSAT to 10th and 11th graders as well as the "pre-PSAT" exam to 8th and 9th graders.

#### 4.4 - Post-Secondary Planning:

While the planned Advisory Scope and Sequence for grades 5-6, 7-9, and 10-12 still needs to be launched, overall this was an effective action in terms of post-secondary plans. Varied plans for CSU/UC, Community College, and Trade/Vocational have been options in terms of student planning. 100% of Rising Graduates have indicated a Post-Secondary Plan, exceeding our goal of 95%. Faculty and staff still need to be widely trained to strengthen their understanding of graduation requirements and college admissions criteria. Intentional CCI training for faculty and advisors is still needed with strong administrative support.

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.

Scheduling future high-level presentations on a regular schedule for key educational partners. This is a desire that has been shared by educational partners in the 2023-24 LCAP feedback process and while developing new LCAP goals. Also in accordance to this feedback, MWA is looking into expanding learning trips to include community colleges (DVC has expressed interest in hosting MWA students for tours/programming).

Introduction of AP Course enrollment approval process which will utilize data from the Course Request form, student academic performance/GPA, and faculty recommendations. AP courses are not for every student and students should not be forced to take an AP due to a lack of course availability or scheduling restraints. MWA plans to provide pinpointed analysis of AP planning processes.

College and Career Readiness has been an area of strength for a very long time at MWA. Aligning our graduation requirements with the California admissions criteria for the University of California college system has been critical to our college and career readiness strong outcomes on the state Dashboard. Historically, 90% or more of our students earn their diplomas and 80%-90% are eligible to apply to and enroll in a UC or CSU campus. Because of this, we will carry this goal forward into our new LCAP as Goal 2: College and Career Readiness and will be absorbing the goal that we are closing out in this LCAP, Goal 5: Course Access, into this goal as well.

**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.

### 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)	92.7% ADA as of 6/6/23 (internal data, Schoolzilla)	**We will update this metric before submitting the final LCAP for adoption.  93.9% (as of 3/27) (2023-24)	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; numbers impacted by quarantines)	Overall: 25.3% as of 6/6/23 (internal data, Schoolzilla)  Black/African American: 40.6% Latinx/Hispanic: 23.8% English Learners: 22.8% Students with Disabilities: 31.0%	**We will update this metric before submitting the final LCAP for adoption.  19.2%*(as of 3/27) (2023-24)	15.5%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
			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)	92% (2023-24)	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)	93.9% (2023-24)	Original: 90% retention rate in upper school  Revised: 96% retention in upper school

## Goal Analysis

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.

Communications on student attendance and the importance of attendance have been shared through an attendance packet created and distributed during back to school, as well as through flyers that were posted around the school and information shared on ParentSquare and daily calls to families of students with unexcused absences. Communication directly to parents of unverified absences, tardy to school, and



cuts for their students are also shared via ParentSquare. Family communications are also conducted. SART Letters are sent to students who meet the truancy threshold bi-weekly and SART meetings are held with families of truant students.

Criteria for perfect attendance certificates established and perfect attendance certificates are distributed to students during Homeroom (middle school) and Advisory (upper school). Certificates have also been created for students who were not perfect attendance but were present every day. Students have been excited about these forms of recognition, especially in the Middle School. Students continuously receive ADA information from a CEO dashboard that is shown daily on TVs throughout the school as a way to visibly track how attendance rates shift.

Families of exiting students meet with the Registrar to complete a transfer form which asks parents to indicate reason for leaving. Registrar will then call the student that is next on the waitlist when an opening becomes available for 5th - 8th grades. Any new students are given orientation by DOS.

Middle School Student Activities Coordinator onboarded over the summer and is currently in the role. In the middle school, MWA has 11 clubs, including ASB and 7 sports teams. In the Upper School, MWA has 23 Clubs, 12 Fall/Winter sports with 6 more teams that began in spring.. According to student data, 56% of 12th graders are participating in 2 or more club meetings.

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 were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

**5.1 - Attendance Messaging and Consistent Practice:**

While we did not meet our ADA or Chronic Absenteeism goals set at the beginning of this LCAP, the 2023-24 school year has made progress in both areas as compared to the past few years since being back at school in-person. For this reason, even though we did not hit the goal that we had set in our LCAP, this action has been effective.

**5.2 - Attendance: SARB/SART Process:**

ParentsSquare communications and direct family communications have been effective. For the same reason as stated above, this action is considered to be effective.

**5.3 - Student Enrollment, Retention Rates, and Transfers:**

MWA met our initial goals for both 8th Grade and Upper School retention rates before they were revised. MWA intends to continue giving new students orientations, but will do so with more intentional adult support.

#### 5.4 - Student Activities Coordinator:

Student morale was high throughout the year either participating in clubs and/or athletics in addition to students viewing/supporting classmates at games.

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.

Attendance communication next year -- data will continue to be shared, in tandem with our new LCAP actions that prioritize data and include students in their own data analysis.

MWA will continue with attendance messaging, and will bring this into our new LCAP when incorporating data analysis. Students will be included in the data tracking process and setting personal goals, this may include student attendance as well. MWA will make additional morning announcements, discussing the importance of attendance during Advisory/Homeroom, and continue to ParentSquare to share communication on student attendance.

Additional MWA communications with families on student attendance will be shared through ParentSquare on daily absence notifications, SART Letters to students who meet the truancy threshold bi-weekly, SART meetings with families of truant students, and making daily calls to families of students with unexcused absences

As an additional layer of communication, families will be provided with an organizational chart with contact information that indicates who they can contact for specific areas throughout the school.

MWA is also considering adding clubs and/or athletics to the mower school to reflect interest expressed by students and families.

Similar to Family Partnerships, engaging with students is a critical and ongoing endeavor to practice and broaden perspectives related to DEI and overall school culture and climate. With increases in suspensions since returning to in-person school after the pandemic, we see two persistent trends. One, some students do not have the ability to appropriately socialize and engage with one another due to anxiety, stress, and the lapse of practice when schools were closed. Two, the inability or disconnect when it comes to following rules and engaging with peers appropriately when in conflict. Paying attention to being responsive to these issues, over time, can contribute to creating the kind of safe, inclusive, and diverse community we are striving for. For this reason, going forward we will be absorbing this goal into our new LCAP Goal 3: Diversity, Equity, and Inclusion.

**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.

### 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.	79.2% of teachers report that PD will impact their classroom instruction and/or learning environment(TNTP Workshops AY 23-24)	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 led to a positive behavior change. (2021-22)	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 problems/concerns or led to a positive behavior change (2022-23)	**We will update this metric before submitting the final LCAP for adoption.  Data not yet collected, will be collected at the end of skills groups May 2024	95% or more of students who received on-going services reported the services helped them learn new strategies to manage their problems/concerns or led to a positive behavior change.
Social Worker Referrals (was:	93% of students who were referred to the Holistic Services	n/a (first year of implementation of this metric)	77% of students who have been referred by staff for Social Worker	144 students or 13% of students have been referred. 80% of	95% of students who are referred to the Holistic Services

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Holistic Services referrals)	Department received support services or were connected with support services. (2021-22, as of 3/11/22)		services have received services (2022-23, as of 4/10/23)	students have received and/or were connected with support.	department receive support services or are connected with support services.
School Climate Survey	<p>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</p> <p>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 (2020-21 local indicators)</p>	<p>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])</p> <p>72% of parents surveyed indicated they feel their student is safe at MWA and 69% indicated that MWA is responsive to their concerns and questions. (May 2022 Parent Climate Survey)</p>	<p>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).</p> <p>87% of parents surveyed indicated they feel their student is safe at MWA and 83% indicated that MWA is responsive to their concerns and questions. (March 2023 Parent Climate Survey).</p>	<p>US (54%) MS (56%) Parents (88.9%) indicated that they feel the school is safe on the School Climate Survey.</p> <p>US (43%) &amp; MS (52%) students Parent average over all grades (17.6%) indicate that there is a sense of connectedness on the MWA campus.</p> <p>89% of parents agree/strongly agree that MWA is responsive to concerns and questions.</p> <p>87% of parents feel satisfied with opportunities for parent participation and input at Making Waves Academy.</p>	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
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%	**We will update this metric before submitting the final LCAP for adoption.  11%* (as of 3/14) (Schoolzilla)	<5% (overall and in both divisions)
Expulsion rate (Dataquest)	0.2% (2019-20)	0% (2020-21)	0.1% (2021-22)	**We will update this metric before submitting the final LCAP for adoption.  1.088%* (as of 3/14)	0%

## Goal Analysis

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.

Friday Professional Development included 4 different sessions that were dedicated to Culture and Discipline this school year. The newly developed Instructional Playbook also includes 5 cultural practices that teachers receive ongoing feedback and support with while they are learning to implement them. In addition, a Dean of Restorative Practices is in place for each division and we have increased the number of restorative circles among students with their deans.

MWA has a new online SEL system, Nearpod. However, the new SEL curriculum that was purchased has not been used nor tracked consistently during advisory. Time and training is needed to fully implement this.

Assistant Principal has shared data related to Student Support twice a semester and CEO shares monthly data updates with staff regarding attendance, referrals, suspensions, and restorative conferences. This data is shared school-wide via TVs around the school

MWA provided training for all staff during PD around Notice. Talk. Act. (NTA), mandated reporting and crisis protocols. Despite consultations with staff and collaborations with community/educational partners for appropriate referrals, Faculty/Staff are not comfortable with this.

A new Campus Supervisor has been hired and all Campus Supervisors are highly visible throughout the school. They support all faculty/staff with student support. A new social worker has also been hired and is meeting regularly with multiple students for check-ins, conducting empathy interviews, and participating in restorative circles/conversations.

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 were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

#### 6.1 - Social Emotional Learning:

PD Calendar reflects Social Emotional w-being training for faculty and staff as well as implementation of August training on Notice/Talk/Act protocol and on-going mindful education training throughout the year. 79.2% of teachers report that PD has been effective in their focus on School Culture/Climate topics.

#### 6.2 - Advisory Curriculum:

Nearpod has not been used consistently across all Homeroom/Advisory sections this year due to time for onboarding, training, and capacity. As a result, this action has not been fully realized. The number of hours spent utilizing Nearpod has increased over the course of the year. In order to be more effective next year, a coordinated plan that includes would need to be developed which included training and a scope and sequence for its use.

#### 6.3 - Safety and Connectedness:

MWA did administer the semi-annual Culture and Climate surveys to students and parents. Additionally, data was shared with the community consistently throughout the year. The data collected from the surveys indicated that we did make some progress in the areas of school connectedness and academic motivation as a whole but we also saw a small drop in our score for “feeling safe” at school. While we did not

meet our goal in terms of the percentage, we are encouraged by the progress we made. The results from the survey will be used to inform approaches for the 2024-25 school year.

\*\*\*6.4 - Support Team:

This action analysis will be updated at the end of skills groups in May 2024

6.5 - Student Support Referrals and Services:

While 80% of students have received and/or were connected with support that does not meet our goal of 95%. The remaining student incidents were either addressed and resolved (if it was determined the student was receiving outside support or the incident/concern was unfounded or found to be a misunderstanding). Because of this, while the stated goal does not seem to have been met, this action is still considered to have been effective and progress was made.

6.6 - Campus Supervisors

Campus Supervisors are highly visible throughout the school on the inside and outside of campus. They support all faculty/staff with student support. We have also been successful in increasing the number of campus supervisors to eight. As a result, this action is deemed to be effective.

6.7 - Behavior Data System:

Kickboard is fully online and implemented throughout the school, allowing Deans to access referrals and positive interactions between faculty/staff and students. This has allowed for more insight into referrals. However, training for staff on PBIS implementation and to support them with Kickboard is still needed.

6.8 - Cultural Celebrations:

Throughout the year, beginning in August, there are multiple activities/events that celebrate cultures and diversity in both the middle and upper school divisions. The calendar is posted on the school website for the MWA community to view. Some of the celebrations include: ASB Retreat, Welcome All School Meeting, Fall Festival, National Hispanic Heritage Month (and Raices Extended Lunch celebrations), Spirit Week, Pep Rally, Fall Dance/Spooky Hallway, Day of Lights and Door Decorating Contest, Day of Lights Potluck, Academic/Core Value Awards Ceremony, Black College Expo Trip, Black History Month/BSU Assembly, Spring Dance, Spring Festival, Prom, and Senior College and Career Decision Day. There has been consistent participation throughout the year across all grades.

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.

MWA will be providing additional PD on Culture and Discipline to better help staff understand and support staff to continue having applicable PD sessions. Along with these PD sessions, training for teachers will be done on protocols around Nearpod usage during Advisory, Kickboard, and PBIS implementation.



We will continue to increase the number of restorative circles among students and with adults with their deans/social workers and ultimately (for lower level issues) within their classrooms to support the MWA staff inside and outside of the classroom with students.

There is a need to begin onboarding an additional Social Worker and an additional upper school dean and additional Nearpod training and support to be provided to teachers.

MWA will continue to provide data to be viewed by community members regarding attendance, referrals, suspensions, and restorative conferences and ongoing consultations to staff and collaborates with community/educational partners for appropriate referrals throughout the year.

As a part of increasing the sense of connectedness within the MWA community, we will provide additional events that recognize various cultures with the support of families. This also comes with the need to create a more accessible way for families to view the calendar and send additional reminders of events.

Similar to our past LCAP goal of Family Partnerships and Student Engagement, our ability to have a healthy school climate is a reflection of our partnership with families and our level of student engagement. In a diverse community, our ability to be safe and inclusive depends on our ability to learn, utilize, and practice the DEI approaches and tools. This is specifically aligned with our WASC goal, and new LCAP Goal 3: Diversity, Equity, and Inclusion.

**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.

### Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Master schedule	Ensure that students are enrolled in courses that are aligned with MWA requirements for middle school promotion and upper school (high school) graduation.	<p>Middle school: 100% of middle school students are taking courses that fulfill local requirements for 8th grade promotion. (2021-22)</p> <p>Upper school: 97.4% of upper school students are taking courses that fulfill local requirements for high school graduation (including coursework that is consistent with a-g requirements for UC/CSU eligibility, exceeding the minimum state requirements). (2021-22)</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 consistent with a-g requirements for UC/CSU eligibility, exceeding the minimum state requirements) (2022-23)</p>	<p>100% of middle school students taking courses that fulfill local requirements for 8th grade promotion.</p> <p>100% of upper school students taking courses that fulfill local requirements for high school graduation (Internal/Power School)</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
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)	20% Enrollment (2023-24) (PowerSchool)	Original: 10% or more will be enrolled in CTE designated courses.  Revised: 30%

## Goal Analysis

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.

Currently all students are programmed for six-period course schedules, in the courses necessary for them to meet graduation requirements, with the exception of 5th-year upper school students who may be programmed for less than six-courses. English language development courses and math intervention courses meet two times per week for a total of 120 minutes - students are selected for these support courses based on ELD classification or performance in math classes and standardized growth assessments (NWEA MAP). Support classes are also provided during Flex Time to students with IEP's up to 4x per week, or 240 minutes, in addition to Specialized Academic Instruction classes programmed into the core-day, 6-period schedule. During the spring and summer of 2023, the upper school developed and had approved through the A-G course management system, 6 new courses for the master schedule: Astronomy, AP Environmental Science, AP Computer Science Principles, AP Literature, Intermediate Theater, and Journalism & Media Arts (the last two being semester-long courses, respectively). Flex period and SAI periods (1st and 4th) have been tailored to offer support for specific student populations (ELD, SPED). No GATE related courses currently being offered to any 5-12 students. No courses have been removed from the course schedule, but information from the Course interest survey completed by students inform decisions about course offerings.

Courses have been added that broaden the curriculum of study (AP Computer Science Principles, AP Environmental Sciences, AP Literature, Media Arts, Journalism, Astronomy). While we currently have plans to survey staff and students in order to gather input from educational partners, we need to develop plans that allow parents/ guardians to provide their input, while understanding the need to have "trade-offs" in a smaller, public school setting: specifically, we need to analyze the viability of offering a full selection of visual and performing arts (music, visual arts, and theater) with the ability to offer World Languages other than Spanish. While we have begun providing Ethnic

Studies to 9th grade students, we have not yet developed a five-year plan that addresses Career Technical Education and offers Spanish in the middle school or more diverse World Languages in the upper school. Plans for dual-enrollment have been halted.

For the 2023-24 school year, there were 106 student enrollments in Advanced Patient Care. We currently only have 1 CTE teacher and the Patient Care pathway has been the only CTE pathway offered.

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 were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

#### 7.1 - Course Access:

Student intervention course list for Fall 2024-25 is still in development by Principal. The upper school has added six new courses for the master schedule: Astronomy, AP Environmental Science, AP Computer Science Principles, AP Literature, Intermediate Theater, and Journalism & Media Arts, which allow students to explore subjects not previously offered. However, due to the lack of course availability and scheduling constraints, students being able to take their first option choices have not been possible in some cases. In these cases, students sometimes have had to take courses that meet MWA's graduation requirements and CA's "a-g" requirements but were not the students' first choices. Work still needs to be done to offer a range of courses so that students have more opportunities to take the classes they are more interested in.

#### 7.2 - Alignment of Course Offerings:

The upper school master schedule continues to allow for collaboration / common-planning periods for teachers in each content area. The middle school master schedule allows for this, but only across grade-bands - 5/6 and 7/8.

#### 7.3 - Expand Course Offerings:

The courses that have been added to broaden the curriculum of study include AP Computer Science Principles, AP Environmental Sciences, AP Literature, Media Arts, Journalism, and Astronomy. This has been effective to prepare the majority of our students who are in pursuit of a rigorous college pathway.

#### 7.4 - Career and Technical Education:

While the Patient Care pathway has been successful in exposing students to careers in health/medicine, it has been the only CTE pathway offered. As we have only had one CTE pathway, we did not meet our CTE Course enrollment goal.

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.

MWA plans to be more careful in reviewing the course map, balancing grade-level course offerings, so that periods are not impacted, and creating schedule limitations. Re-Invest in Dual-enrollment which can aid in explaining course offerings to all MWA students.

Look into offering Algebra in the Middle School to aid students in reaching "college-level" math (e.g., pre-calculus and calculus) in high school.

Look into hiring teachers to teach CTE pathways so we can offer other CTE Pathways (e.g., finance, technology, digital media arts, business/entrepreneurship).

We have made access to college preparatory classes standard for all students, which aligns with our graduation requirements and a-g requirements. Additionally, we offer and make accessible Advance Placement (AP) courses for students outside of the typical profile of some schools (e.g. reserving AP course access to only students with very high GPAs - 3.6 or higher). We think exposure to AP courses is vital to helping students feel more prepared for college. MWA uses the PSAT and their AP Potential tool to help inform what types of AP courses our students could be most successful or interested in, based on their PSAT scores. Because this is so closely tied to our WASC goal and new LCAP Goal 2 of College and Career Readiness, going forward we will be absorbing this goal into the College and Career Readiness goal.

**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.

### 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	<p>Original: 50% for the middle school and 70% for the upper school pass SBAC and have GPAs above 2.7</p> <p>Corrected: Overall: 50% proficient Middle school: 46% Upper school: 78% (2018-19 ELA SBAC)</p> <p>ELA GPA: 2.05 (2020-21 Semester 2)</p>	<p>Overall: 39% proficient Middle school: 36% Upper school: 58% (2020-21 ELA SBAC)</p> <p>ELA GPA: 2.63 (2021-22 Semester 1)</p>	<p>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)</p> <p>ELA GPA: 2.37 (middle), 2.78 (upper) (2022-23 Semester 1)</p>	<p>44% Meeting / Exceeding Standard for ELA (schoolwide CAASPP AY 2022-23)</p> <p>2.34 (US) / 2.799 (MS) (AY 22-23 S2)</p>	<p>ENGLISH: 70% for the middle school and 80% for the upper school pass the SBAC and have GPAs above 2.7.</p>
CAASPP scores for Math and GPA for Math	<p>Original: 25% for the middle school and 40% for the upper school pass SBAC and have GPAs above 2.7</p>	<p>Overall: 16% proficient Middle school: 16% Upper school: 15% (2021-22 Math SBAC)</p>	<p>Overall: 14.5% proficient Black/African American: 17% Latinx/Hispanic: 14% English Learners: 3%</p>	<p>21% Meeting / Exceeding Standard for Math (schoolwide CAASPP AY 2022-23)</p>	<p>Original: MATH: 50% for middle school and 70% for upper school pass the SBAC and have GPAs above 2.5</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>Corrected: Overall: 26% proficient Middle school: 24% Upper school: 40% (2018-19 Math SBAC)</p> <p>Math GPA: 2.35 (2020-21 Semester 2)</p>	<p>Math GPA: 2.79 (2021-22 Semester 1)</p>	<p>Economically Disadvantaged: 15% Students with Disabilities: 2% Middle School: 13% Upper School: 25% (2021-22 Math SBAC)</p> <p>MathGPA: 2.69 MS, 2.40 Upper School (2022-23 Semester 1)</p>	<p>2.467 (US) / 2.744 (MS) (AY 22-23 S2)</p>	<p>Revised: MATH: 30% for the middle school and 50% for the upper school pass the SBAC and have GPAs above 2.7.</p>
<p>CAASPP scores for Science and GPA for Science</p>	<p>Original: 50% for the middle school and 70% for the upper school pass SBAC and have GPAs above 2.7</p> <p>Corrected: Overall: 22% proficient Middle school: 20% Upper school: 29% (2018-19 CAST)</p> <p>Science GPA: 2.12 (2020-21 Semester 2)</p>	<p>Overall: 20% proficient Middle school: 19% Upper school: 24% (2020-21 CAST)</p> <p>Science GPA: 2.85 (2021-22 Semester 1)</p>	<p>Overall: 19% proficient Middle School: 21% Upper School: 13% (2021-22 CAST)</p> <p>Middle School Science GAP: 2.63 Upper School Science GPA: 2.43 (2022-23 Semester 1)</p>	<p>20.95% Meeting / Exceeding Standard for Science (schoolwide CAASPP AY 2022-23)</p> <p>2.51 (US) / 2.93(MS) (AY 22-23 S2)</p>	<p>Original: SCIENCE: 50% for the middle school and 70% for the upper school pass the SBAC and have GPAs above 2.5.</p> <p>Revised: SCIENCE: 30% for the middle school and 50% for the upper school pass the CAST and have GPAs above 2.7.</p>
<p>Original: CAASPP scores for Social Science and GPA for Social Science</p>	<p>Original: 50% for the middle school and 70% for the upper school pass</p>	<p>Social Studies GPA: 2.92 (2021-22 Semester 1 )</p>	<p>Middle School Social Studies/History GPA: 2.95</p>	<p>3.1 (US) / 3.399 (MS) (AY 22-23 S2)</p>	<p>Original: SOCIAL SCIENCE: 50% for the middle school and 70% for the upper school pass</p>

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
Corrected: GPA for Social Science	SBAC and have GPAs above 2.7  Corrected: Social Studies/History GPA: 2.24 (2020-21 Semester 2)		Upper School Social Studies/History GPA: 2.43 (2022-23 Semester 1)		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%  Health and Wellness GPA: 2.81 (2020-21 Semester 2)	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).  Health & Wellness GPA: 3.36 (2021-22 Semester 1)	In 2022-23, 98% of 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 Upper School Health and Wellness GPA: 3.39 (2022-23 Semester 1)	5th, 7th, 9th and all required grades have participated.  Health and wellness GPA 3.351 (US) / 3.578 (MS) (AY 22-23 S2)	PHYSICAL FITNESS: 90% or more will pass the annual Physical Fitness Test and have GPAs above 2.5.
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	Foreign Language GPA: 3.16 (2021-22 Semester 1)	Upper School Foreign Language course GPA: 3.02 (2022-23 Semester 1)	3.115 (AY 22-23 S2) (Tableau)	80% of upper school students will take and pass foreign language classes needed for a-g and have GPAs above 3.0.



Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	Corrected: Foreign Language GPA: 3.0 (2020-21 Semester 2; upper school only)				

## Goal Analysis

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.

Instructors have been provided with the MWA unit plan format and Week-At-A-Glance (WaaG) templates that provide standards, criteria for success, accommodations and modifications for each lesson. Teachers collect work samples and meet with Content Leads every other week to discuss strategies for support and mastery of work.

Our designated academic support and intervention time takes place during Flex period. Students are grouped using a tier designation process. Math and ELA Labs are our intervention classes. ELD and SAI are also offered during this time. Students are provided with an intervention curriculum, formative and interim assessments and ongoing progress monitoring. The Academic Support Services team holds bi-weekly Flex PLC to offer support, curriculum implementation and unpacking, instructional strategies and data tracking. ELD implemented an English 3D digital curriculum during designated time.

Lexia is being implemented in some classrooms, but not all. All students have access to IXL, and it is being utilized as a resource in many classrooms, but not all.

All critical learners in MATH LABs in the middle school (tier 3 and 2 which may include ELs) have added their MAP Growth data into IXL skill plans so that they have an individualized learning plan. During PLC meetings every other Tuesday at 3:10, teachers meet. Some discussions have included how they are utilizing the IXL tools and features with their classes, how much time they are giving, how the data share has landed with students, and how to support student agency in their growth goals.

In the upper school, students in Algebra 1, 2 and Geometry students used MathIA, an adaptive 1:1 math learning platform that coaches students through grade-level content. Professional development was provided at the beginning of the year on integrating the platform into the weekly pace of instruction, and follow-up support was provided by Carnegie Learning.

Teachers are provided student assessment data for use in modifying instruction from coaches and school leadership during professional development and during content team meetings. We need to be more intentional about monitoring the progress of student subgroups.

Marlin Academy has begun this year, providing more academically structured afterschool, Intercession, and summer programming. 5th and 6th grade students have been participating in additional math and English lessons afterschool which have been tying into and supplementing their Flex instruction. Designated ELO Staff have been providing additional push in support to Math and ELA Flex courses. This November, we piloted our first ELO Intercession days which focused on having our students preview material and skills they would encounter in the winter months. We also began our pilot of Math and Read 180 as the curriculum for all expanded learning sessions this year. We are looking forward to continuing this same kind of targeted support for our Tier 3 students in our upcoming February, April, and June (Summer) break. With more stable staffing in semester 2 we have increased enrollment to 50 students. (25 5th and 25 6th). We are in the process of adding more students to hopefully reach 60 students by the end of February. Enrollment is prioritized for our Tier 3 students, we conduct outreach to try and encourage our families to take advantage of our expanded learning opportunities. Students on our waitlist in Tier 2 are accepted after our Tier 3 families have turned down their spot.

Credit recovery for upper school is paused for students other than students with Extended School Year accommodations as part of their individual learning plan. Students will continue to receive credit recovery during the regular school year.

This year, SPED focused on offering more targeted specialized academic instruction (SAI) sections and increased SAI time in the middle school and upper school. In the middle school, SPED “pull outs” occur during homeroom, Flex period, and, for some students, during core day instruction. For students in the US, there are SAI courses taking place during the core day in lieu of an elective; these are geared toward students who require more extensive academic intervention and support. SAI sections during Flex Period are designated for math lab intervention, reading lab intervention, and academic support.

Last year, the middle school implemented the Sondag curriculum, a small group phonics reading intervention program in grades 5-7, and Rewards Intermediate in grade 8. This year, SPED has implemented Sondag in all middle school grades and increased the frequency of Sondag phonics intervention for students who need reading intervention from 3 times a week to 4 times a week as the majority of students are requiring intensive intervention.

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 were no material differences between Budgeted Expenditures and Estimated Actual Expenditures.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

8.1 - Tier 1 Instruction:

Greater emphasis was placed on teachers following scope and sequence plans in ELA and mathematics this year in order to provide students with access to grade-level standards. In order to achieve this goal, coaches conducted weekly audits of lesson plan outlines (Week-at-a-Glances or WaaGs), which cited standards, deliverables (criteria for success), accommodations and modifications for each lesson, as well unit vocabulary to be explicitly taught and daily objectives/learning targets. The purpose of the WaaG was to help teachers internalize curriculum. Although some Professional Learning Communities (PLCs) examined student work during their bi-weekly meeting times, there was no formal process developed for collecting work samples from critical learners and meeting with Content Leads to discuss strategies to support students towards mastery. Work samples were collected during observations and used in coaching sessions and teacher evaluations.

#### 8.2 - Academic Interventions:

This year's Academic Support Services student achievement goal was as follows: "By June 14, 2024, 30% (174/581) of Making Waves Students who receive intervention (Tier 2 or Tier 3) will shift up (improve) in tiers by content. Shifts in tiers will be measured through a data-triangulated composite score (Interim Assessment, Grades, Teacher Feedback). Additionally, 20% (70/348) of Making Waves Students who receive ELD will reclassify, as measured by RFEP ELAS in CALPADS." Semester 2 tier designation showed that 31% of students in Tier 3 ELA and 37% of students in Tier 3 math have shifted up in tiers (improve), 14% of students in Tier 2 ELA and 27% of students in Tier 2 math have shifted up in tiers by the end of semester 1. For ELD, 14% have reclassified by the end of semester 1. So far these results have surpassed the goal we have set for the end of the year and this has been an effective action.

#### 8.3 - Educational Software:

IXL metrics for all core math classes show that students have worked on 21,236 individual skills, reached proficiency in 10,794, and have mastered 7,281 skills since the beginning of the year. 5th and 6th grades tend to have higher participation overall. 43 6th graders who have current updated diagnostics are showing a 12 point average monthly growth. Math Lab students have worked on 11,618 skills, reached proficiency in 5,355, and mastery level in 3,540 skills since the start of the school year, making this an effective action.

#### 8.4 - Assessment Tools:

Effective Adjustments need to be made for ELD to add ELPAC IABs. Better management must be taken next year to provide more clarity around testing windows and add an additional round of STAR testing for ELD students before the summative ELPAC assessment. Parents of EL students also need score reports within 30 days which happened. While this action was not as effective as we had hoped, the calendar that was created allowed for intentional planning of growth celebrations.

#### 8.5 - Progress Monitoring and Data Analysis:

Some improvement was seen in IAB data for most grades. This was most prominently seen in an increase in the number of students approaching or near standard (moving up from "far from standard"), making this action effective.

#### 8.6 - Extended (Summer) Learning:

MWA was able to provide credit recovery opportunities for upper school students through Summer 2023. Additionally, MWA made use of ELO grant funds to offer extended summer learning (Marlin Academy). Additionally, MWA did offer Extended School Year (ESY) for students designated Special Education. After reviewing the data from previous years (including summer 2023), MWA determined that summer credit recovery provided an opportunity to recover credits, it was not addressing the root issues related to student learning. As a result, starting with

summer 2024 we will not offer credit recovery during the summer but we are integrating credit recovery within the academic year. We will continue to offer Marlin Academy and ESY.

8.7 - Special Education:

MWA was able to provide push-in and pull-out support consistently throughout the year and complete the pilot for the reading intervention program. During the 2023-2024 school year, MWA learned that it was placed in Differentiated Assistance (DA) for Academics for Students with Disabilities. As a result of the analysis done through the DA process, MWA will continue to be an inclusion-based school for SPED but we are actively exploring ways to provide additional and more robust support to general education teachers. We will continue providing push-in and pull-out support and we will ramp up the support within the regular school day.

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 current "8.1 - Tier 1 Instruction" action will continue under "Goal One: Support For All Learners" of the next LCAP cycle beginning AY24-25 as "1.2 - Strengthening Tier 1 Instruction and Differentiation" by providing high quality, standards-aligned and differentiated instruction through the utilization of research-based unit planning formats and ongoing collaboration among teachers and content leads to support student mastery.

Along with this, pieces of actions "8.4 - Assessment Tools" and "8.5 - Progress Monitoring and Data Analysis" will also continue under "Goal One: Support For All Learners" in the next LCAP cycle beginning AY 24-25 as "1.3 - Enhancing Progress Monitoring and Data Analysis." In this, students will review school-wide data in advisory classes and set personal goals for the next cycles and teachers (with a focus on ELA and MATH) will have access to data to review and reference last year.

Academic intervention will continue to be provided to all students in a timely and systematic manner. Tiered services will be embedded into core day instruction as well as during dedicated times within the school day to focus on differentiated intervention and/or instruction.

Next year we will continue to work with the Special Education teachers and aides to develop team teaching models so that more students benefit from intervention during core classes. Additionally, we explore the use of peer tutoring from upper school grades to support students who need academic intervention.

Much of the action will focus on supporting teachers through coaching and professional learning to help them analyze student assessment data, adjust teaching methods based on this data, and make sure adjustments fit within the teaching and learning cycle.

We will continue to disaggregate data to track critical learners' progress, including English Learners, students with disabilities, race / ethnicity groups and income groups, working to close achievement gaps.

For ESY (Extended School Year), we are currently looking at using Read 180 and Math 180, but are exploring alternatives due to low utilization this school year, costs, and more intensive training needs. All Upper School students that have IEPs and are in jeopardy of being retained are highly recommended to participate in ESY.

Similar to the LCAP goal that we are closing out Goal 2: Implementation of Academic Standards and Basic Conditions, aligning Academic Growth is critical to achieving and making progress towards our WASC Goal 1. Going forward, the substance from this goal will be absorbed into our new LCAP Goal 1: Support for All Learners.

**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.**

## 2023-24 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
	[AUTO-CALCULATED]	[AUTO-CALCULATED]
<b>Totals</b>	\$15,106,275.00	\$15,106,275.00

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)
<p>This section is included to assist with development of Annual Update Action Tables but is not required, and should not be printed, as part of the LCAP Annual Update.</p> <p>This table was automatically populated from the 2023 LCAP. Existing content should not be changed, but additional actions/funding can be added.</p>					
1	1.1	Credential process	No	\$64,425.00	\$64,425.00
1	1.2	Facilities conditions and review plan	No	\$2,804,483.00	\$2,804,483.00
1	1.3	Review and adopt curriculum	Yes	\$182,160.00	\$182,160.00
1	1.4	Teacher residents and teacher induction	No	\$411,038.00	\$411,038.00
2	2.1	ELD data analysis and implementation of success metrics	Yes	\$18,150.00	\$18,150.00
2	2.2	ELD Professional Development	Yes	\$13,613.00	\$13,613.00
2	2.3	English Learner Program	Yes	\$64,630.00	\$64,630.00
2	2.4	English Learner Reclassification	Yes	\$18,150.00	\$18,150.00

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	\$363,183.00	\$363,183.00
2	2.6	Math PD and Coaching	Yes	\$70,877.00	\$70,877.00
3	3.1	Participation and input opportunities	No	\$80,118.00	\$80,118.00
3	3.2	Family engagement	No	\$49,140.00	\$49,140.00
3	3.3	Parent leadership & support	No	\$10,000.00	\$10,000.00
3	3.4	School-Home communication tool	No	\$6,900.00	\$6,900.00
3	3.5	Translation	Yes	\$30,000.00	\$30,000.00
4	4.1	Graduation Pathways	Yes	\$130,963.00	\$130,963.00
4	4.2	College/Career	Yes	\$93,485.00	\$93,485.00
4	4.3	AP Exam	No	\$42,325.00	\$42,325.00
4	4.4	Post-secondary planning	Yes	\$123,065.00	\$123,065.00
5	5.1	Attendance messaging and consistent practice	No	\$62,897.00	\$62,897.00
5	5.2	Attendance: SARB/SART process	No	\$91,289.00	\$91,289.00

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	5.3	Student Enrollment, Retention, and Transfers	No	\$49,832.00	\$49,832.00
5	5.4	Student Activities	No	\$175,150.00	\$175,150.00
6	6.1	Social Emotional Learning	Yes	\$177,073.00	\$177,073.00
6	6.2	Advisory Curriculum	Yes	\$24,570.00	\$24,570.00
6	6.3	Safety and Connectedness Data	Yes	\$120,036.00	\$120,036.00
6	6.4	Support Team (Social Workers)	Yes	\$203,182.00	\$203,182.00
6	6.5	Student Support Referrals and Services	Yes	\$215,275.00	\$215,275.00
6	6.6	Campus Supervisors	No	\$643,717.00	\$643,717.00
6	6.7	PBIS and Behavior Data System	No	\$109,600.00	\$109,600.00
6	6.8	Cultural Celebrations	No	\$25,000.00	\$25,000.00
7	7.1	Course access	No	\$97,071.00	\$97,071.00
7	7.2	Expand course offerings	No	\$26,525.00	\$26,525.00
7	7.3	Career and Technical Education (CTE)	No	\$116,374.00	\$116,374.00
8	8.1	Tier 1 instruction	No	\$4,438,286.00	\$4,438,286.00



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)
8	8.2	Academic interventions	Yes	\$2,629,057.00	\$2,629,057.00
8	8.3	Educational software	Yes	\$23,500.00	\$23,500.00
8	8.4	Assessment tools	Yes	\$93,250.00	\$93,250.00
8	8.5	Progress monitoring and data analysis	Yes	\$86,025.00	\$86,025.00
8	8.6	Extended learning	Yes	\$96,941.00	\$96,941.00
8	8.7	Special Education	No	\$1,024,920.00	\$1,024,920.00

### 2023-24 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)
3012448	\$4,272,934.00	\$4,272,934.00	\$0.00	0.000%	0.000%	0.000%

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)
--------------------	----------------------	----------------------------	---	--	---	---	---

This section is included to assist with development of Annual Update Action Tables but is not required, and should not be printed, as part of the LCAP Annual Update.

This table was automatically populated from the 2022 LCAP. Existing content should not be changed, but additional actions/funding can be added.

1	1.1	Credential process		\$64,425.00			
1	1.2	Facilities conditions and review plan		\$182,645.00			
1	1.3	Review and adopt curriculum	Yes	\$182,160.00	\$182,160.00		
1	1.4	Teacher residents and teacher induction		\$411,038.00			
2	2.1	ELD data analysis and implementation of success metrics	Yes	\$18,150.00	\$18,150.00		
2	2.2	ELD Professional Development	Yes	\$13,613.00	\$13,613.00		
2	2.3	English Learner Program	Yes	\$19,890.00	\$19,890.00		
2	2.4	English Learner Reclassification	Yes	\$18,150.00	\$18,150.00		
2	2.5	Instructional Coaching and Professional Development	Yes	\$255,480.00	\$255,480.00		
2	2.6	Math PD and Coaching	Yes	\$10,000.00	\$10,000.00		
3	3.1	Participation and input opportunities		\$80,118.00			

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributing to Increased or Improved Services?	Last Year's Planned Expenditures for Contributing Actions (LCFF Funds)	Estimated Actual Expenditures for Contributing Actions (Input LCFF Funds)	Planned Percentage of Improved Services	Estimated Actual Percentage of Improved Services (Input Percentage)
3	3.2	Family engagement		\$49,140.00			
3	3.3	Parent leadership & support		\$10,000.00			
3	3.4	School-Home communication tool		\$6,900.00			
3	3.5	Translation	Yes	\$30,000.00	\$30,000.00		
4	4.1	Graduation Pathways	Yes	\$130,963.00	\$130,963.00		
4	4.2	College/Career	Yes	\$93,485.00	\$93,485.00		
4	4.3	AP Exam		\$42,325.00			
4	4.4	Post-secondary planning	Yes	\$123,065.00	\$123,065.00		
5	5.1	Attendance messaging and consistent practice		\$62,897.00			
5	5.2	Attendance: SARB/SART process		\$91,289.00			
5	5.3	Student Enrollment, Retention, and Transfers		\$49,832.00			
5	5.4	Student Activities		\$175,150.00			
6	6.1	Social Emotional Learning	Yes	\$177,073.00	\$177,073.00		
6	6.2	Advisory Curriculum	Yes	\$24,570.00	\$24,570.00		
6	6.3	Safety and Connectedness Data	Yes	\$120,036.00	\$120,036.00		
6	6.4	Support Team (Social Workers)	Yes	\$203,182.00	\$203,182.00		
6	6.5	Student Support Referrals and Services	Yes	\$191,275.00	\$191,275.00		
6	6.6	Campus Supervisors		\$643,717.00			
6	6.7	PBIS and Behavior Data System		\$109,600.00			
6	6.8	Cultural Celebrations		\$25,000.00			
7	7.1	Course access		\$54,460.00			

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)
7	7.2	Expand course offerings		\$26,525.00			
7	7.3	Career and Technical Education (CTE)		\$116,374.00			
8	8.1	Tier 1 instruction		\$4,438,286.00			
8	8.2	Academic interventions	Yes	\$2,394,067.00	\$2,394,067.00		
8	8.3	Educational software	Yes	\$23,500.00	\$23,500.00		
8	8.4	Assessment tools	Yes	\$93,250.00	\$93,250.00		
8	8.5	Progress monitoring and data analysis	Yes	\$54,084.00	\$54,084.00		
8	8.6	Extended learning	Yes	\$96,941.00	\$96,941.00		
8	8.7	Special Education					

To Add a Row: Click **“Add Row.”**

To Delete a Row: Remove all content from each cell, checkbox and dropdown of a row (including spaces), press **“Save Data”** and refresh the page.

## 2023-24 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 (%)	16. Estimated Actual Percentage of Increased or Improved Services (7 divided by 9, plus 8)	17. LCFF Carryover — Dollar Amount (Subtract 11 from 10 and multiply by 9)	18. LCFF Carryover — Percentage (12 divided by 9)
---	---	--	---	--	---	--	--	---

This section is included to assist with development of Annual Update Action Tables but is not required, and should not be printed, as part of the LCAP Annual Update.

	3012448		0.000%	\$4,272,934.00	0.000%	0.000%	\$0.00	0.000%
--	---------	--	--------	----------------	--------	--------	--------	--------

## Instructions

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](mailto:lcff@cde.ca.gov).

Complete the prompts as instructed for each goal included in the 2023–24 LCAP. Duplicate the tables as needed. The 2023–24 LCAP Annual Update must be included with the 2024–25 LCAP.

## Goals and Actions

### Goal(s)

#### Description:

Copy and paste verbatim from the 2023–24 LCAP.

#### Measuring and Reporting Results

- Copy and paste verbatim from the 2023–24 LCAP.

#### Metric:

- Copy and paste verbatim from the 2023–24 LCAP.

#### Baseline:

- Copy and paste verbatim from the 2023–24 LCAP.

#### Year 1 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

#### Year 2 Outcome:

- Copy and paste verbatim from the 2023–24 LCAP.

#### Year 3 Outcome:

- When completing the 2023–24 LCAP Annual Update, enter the most recent data available. Indicate the school year to which the data applies.

#### Desired Outcome for 2023–24:

- Copy and paste verbatim from the 2023–24 LCAP.

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)
Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Copy and paste verbatim from the 2023–24 LCAP.	Enter information in this box when completing the 2023–24 LCAP Annual Update.	Copy and paste verbatim from the 2023–24 LCAP.

## Goal Analysis

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.

A description of any substantive differences in planned actions and actual implementation of these actions.

- 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.

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.

- 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.

An explanation of how effective or ineffective the specific actions were in making progress toward the goal during the three-year LCAP cycle.

- Describe the effectiveness or ineffectiveness of the specific actions in making progress toward the goal during the three-year LCAP cycle. “Effectiveness” means the degree to which the actions were successful in producing the desired result and “ineffectiveness” means that the actions did not produce any significant or desired result.
  - 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.
  - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

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.

- 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.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

California Department of Education  
November 2023



***Learn. Graduate. Give Back.***



# Local Control and 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 [2024-25]

### 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 Board of Education. MWA’s mission is to rigorously and holistically prepare students to gain acceptance to and graduate from college, to ultimately become valuable contributors to the workforce and to their communities. Our mission was established in an effort to address the disparity in educational opportunity that exists between urban and suburban youth.

Our aim is for all of our students ("Wave-Makers") to earn their high school diplomas and be eligible for college admission. While MWA celebrates the multiple college and career pathways our Wave-Makers embark upon, historically, 90% or more gain admission to college (around 70% or so enroll in four-year colleges and about 20%-25% enroll in 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 career counseling.

The student demographics of MWA include a majority of students from socioeconomically disadvantaged households, students who qualify for Free and Reduced Priced Meals (FRPM), a majority “students of color”, a high percentage of incoming English Learners, and a small but material percentage of students with disabilities and learning differences.

MWA received its six year Western Association of Schools and Colleges (WASC) accreditation renewal beginning in fall of 2020, and successfully completed its mid-cycle visit review in March 2023. Our primary goals for serving our students are formed through the WASC process and approved by the MWA Board. Per our approved WASC Action Plan we merged our LCAP and WASC school-wide goals.

Our WASC/LCAP 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: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

The 2022-23 school year marked MWA's second full year of in-person learning since the school closure related to the COVID pandemic. Many challenges related to student and staff-readiness for in-person learning persisted through the 2022-23 school year. Examples of challenges include: overall school safety, the social emotional well-being of students and staff, the level of rigor and engagement in the classroom, and level of connection with parents and one another. As a result, our focus going into the 2023-2024 school year has been on establishing some normalcy in our instructional practices and routines, school safety, and strengthening communication with parents.

When we look at our performance on the CA State Dashboard and when we analyze local data, we saw improvements across the board for all subgroups. While there is still work to be done, some of the consistency in practices showed up in our outcomes on the most recent CA CA State Dashboard. Successes included gains in English and math, in aggregate, over the previous year, and an increase in our high school graduation rates. When compared to the local district, we saw the biggest improvement in chronic absenteeism, the strongest improvement in English learner progress (ELPI), one of the highest rates of preparedness on the college and career indicator, one of the strongest ELA results for Black or African American students, and one of the biggest improvements for math among our English Learners.

Two areas of challenge were our overall suspension rates as well as suspension rates for Students With Disabilities. While the data shows this as an area of concerns, a review of our suspension data shows that students were suspended for major school infractions (possession and/or distribution of drugs, possession of weapons, fighting, and discriminatory/racist language and acts). When our data was disaggregated by subgroup, we saw that Students with Disabilities were suspended at a higher rate when compared to General Education students. As a result, MWA became eligible for (and is receiving) Differentiated Assistance through the Santa Clara County Office of Education.

At the start of the year, we worked to create a plan to move towards a Multi-Tiered Systems of Support (MTSS) model. We identified the behaviors and data we would track to figure out which students to place into different levels of tiered support along with what proactive interventions and supports we could put in place to support students before their behaviors resulted in potential suspensions. We were able to hire two Deans of Restorative Practices who could help students (and staff) learn some tools to make better decisions involving conflict and have restorative conferences with anyone they harmed.

Members of the school team are attending the differentiated assistance meetings, bringing in and reviewing data, making adjustments to existing plans, and hearing about what peer schools are doing. The group that has received the lowest performance levels are our Students with Disabilities. We continue to move towards ways of bringing more of the academic interventions and supports into the core day classrooms, in addition to some pull-out services. The Principal, Dr. Jackson, continues to identify and make time in the professional

development schedule for training, coaching, and discussion.

Although we saw growth, the school made significant progress by implementing standards-based instruction. This included ensuring fidelity to the curriculum, creating pacing guides, and establishing scope and sequence aligned with standards.

In combining and aligning our LCAP goals with our WASC goals, our hope is to more efficiently plan, execute, and deliver by focusing on a few big picture, school-wide goals (WASC) and intentionally aligning the eight LCAP area goals within the WASC goals.. Merging these goals together has resulted in fewer but broader goals overall, but it has also created goals that are more aligned, integrated, and reflective of the deeper work we are wanting to do in order to achieve and make meaningful progress on both our LCAP and WASC goals.

## Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Based on MWA's 2022-2023 data on the California Dashboard, MWA was identified as a school needing Differentiated Assistance in two areas:

- 1) Suspension rates for Students with Disabilities (SWD), SWD were suspended at a higher rate than general education students
- 2) Academic Performance (ELA/Math) for Students with Disabilities (SWD), SWD performed lower on state assessments than general education students

Through the Differentiated Assistance (DA) process and with support from the Santa Clara County Office of Education

(SCCOE) MWA is:

- 1) Has identified its strengths, weaknesses and root causes in the areas named above.
- 2) Conducted a deep data dive of MWA's local and state data to identify root causes of the problem.
- 3) Conducting Empathy Interviews with a small group of students and faculty in Spring 2024 to validate and/or inform changes to the identified root causes.
- 4) Formulating and conducting small action plans to test our theories on the root causes.
- 5) Formulating, implementing and assessing actions during the 2024-2025 school year.

## 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 in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Educational Partner(s)	Process for Engagement
<p>October 5, 2023</p> <p>LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, CEO (Superintendent), COO, and compliance team)</p>	<p>Meeting via Zoom Agenda shared ahead of time.</p> <p>Topic - Introductory Meeting Reviewed the purpose for the LCAP, faculty roles, responsibilities, and timeline for creating the LCAP.</p> <p>Engagement: Discussion of how different roles within the school (with a focus on Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars) interact with the LCAP. General introduction to the LCAP detailing what it is and the purpose of having one. Detailed responsibilities as they relate to the LCAP. Prepared Working Group members to engage with Parents on the LCAP. Detailed who would be tracking LCAP progress and how.</p>
<p>October 5, 2023</p> <p>LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students)</p>	<p>Meeting via Zoom (Meeting was held after school hours to enable more parent participation.) Agenda (English and Spanish) Posted to the MWA website 72 hours in advance of the meeting. Meeting reminders sent out to parents before meeting.</p> <p>Topic - Group Launch: Training and Orientation to the LCAP. Reviewing the group's guidelines and requirements. Training on the Greene Act and Title 1 annual meeting information. Shared scope of the year.</p>

	<p>Engagement: A Spanish interpreter was present for the entire meeting. Group gave space for parents to engage with comments, questions, and feedback during the meeting verbally, during the meeting in the Zoom chat function, as well as through comments in a Google Form survey.</p>
<p>November 9, 2023</p> <p>LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, CEO (Superintendent), COO, and compliance team)</p>	<p>Meeting via Zoom Agenda shared ahead of time</p> <p>Topic - Status Check: Reviewed current metrics and progress towards LCAP goals. Reviewed LCAP AG feedback.</p> <p>Engagement: Reviewed metrics and progress towards LCAP goals in alignment with roles and responsibilities previously established in earlier meetings. Prepared Working Group for parent engagement.</p>
<p>November 30, 2023</p> <p>LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students)</p>	<p>Meeting via Zoom (Meeting was held after school hours to enable more parent participation.) Agenda (English and Spanish) Posted to the MWA website 72 hours in advance of the meeting. Meeting reminders sent out to parents before meeting.</p> <p>Topic - Present Updates/Receive input on Goals 1, 3, 5, and 6 : Reviewed current progress in metrics and actions related to Goal 1 (Basic conditions), Goal 3 (Family Partnerships), Goal 5 (Student Engagement), and Goal 6 (School Climate). Reviewed how these goals align with school' WASC Goals.</p> <p>Engagement: Meeting materials were provided in both English and Spanish. A Spanish interpreter was present for the entire meeting. Group gave space for parents to engage with comments, questions, and feedback during the meeting verbally, during the meeting in the Zoom chat function, as well as through comments in a Google Form survey.</p>
<p>January 4, 2024</p> <p>LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, CEO (Superintendent), COO, and compliance team)</p>	<p>Meeting via Zoom Agenda shared ahead of time</p> <p>Topic - Mid-Year Status Check: Reviewed current metrics and progress towards all LCAP goals.</p>

Engagement:

Reviewed feedback from LCAP Advisory Group (Parent) meeting and discussed how to continue soliciting and incorporating educational partner feedback from these meetings. Shared information out in 5-minute recaps of how goals have been progressing, with additional in-depth details available for a deeper dive into each goal. Information for this status check was collected action-by-action including feedback from:

- Goal 1 (Basic Conditions) with information from CEO (Superintendent), Director of HR, Director of Operations, Principal, Assistant Principals, Director of New Teacher Development & Support, Middle School Activities Coordinator, and Director of Applied Technology.,
- Goal 2 (Academic Standards) with information from Principal, Assistant Principal, ELD Coordinator, and Math Content Coordinator.
- Goal 3 (Family Partnerships) with information from Principal, Assistant Principals, ELAC Chair, Chief Instructional Officer, Chief Operations Officer, Compliance and Data systems Administrator, Operations Manager, Manager of Compliance, and Director of Operations.
- Goal 4 (College and Career Readiness) with information from Compliance and Data Systems Administrator, Associate Director of Academic Advising, Associate Director of College and Careers, CCC Community Members, Student Activities Coordinators, College and Career Coordinator, and Upper School Student Activities Coordinator.
- Goal 5 (Student Engagement) with information from Chief Operations Officer, Registrar, Registrar's office, Compliance and Data Systems Administrator, Deans, Student Activities Coordinators, Athletics Director, and Sprots Psychologist.
- Goal 6 (School Climate). with information from Deans, Director of Compliance, Registrar's office, Compliance and Data Systems Administrator, Social Workers, AP of Student Support, Chief Operations Officer, and Director of Operations.
- Goal 7 (Course Access) with information from Assistant Principal, Principal, Director of Academic Advising, Assistant Director of CCC, Director of CCC, and Director of Operations.
- Goal 8 (Academic Growth) with information from Principals, Assistant Principals, Compliance and Data Systems Administrator, DCDA, Director of Academic Support Services, Intervention Service Coordinator, Director of Applied Technology, and Director of Special Education.



<p>January 19, 2024</p> <p>LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, CEO (Superintendent), COO, and compliance team)</p>	<p>Meeting in-person Agenda shared ahead of time</p> <p>Topic - Finalizing the Mid-Year Update: Using Status Check, finalized information for the Mid-Year Update</p> <p>Engagement: School faculty/staff compiled information made available for the Status Check into a comprehensive document detailing MWA's overall progress towards our 2022-23 LCAP goals to be shared in the January Board Meeting. Collected information from Finance about where our expenditures were to monitor our financial progress as well.</p>
<p>January 29, 2024</p> <p>Shared Mid-Year Update with Making Waves Academy Board during a public board meeting</p>	<p>Meeting in-person and available via Zoom Agenda and materials (English and Spanish) Posted to the MWA website 72 hours in advance of the meeting. Meeting reminders sent out to parents before meeting.</p> <p>Topic - Presented LCAP Mid-Year Update to the board and shared materials publicly: Included were: Current metrics, progress towards goals, and mid-year expenditures. Gather further feedback, specifically as to how LCAP progress aligned with over-all school actions.</p>
<p>February 1, 2024</p> <p>LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students)</p>	<p>Meeting via Zoom (Meeting was held after school hours to enable more parent participation.) Agenda (English and Spanish) Posted to the MWA website 72 hours in advance of the meeting. Meeting reminders sent out to parents before meeting.</p> <p>Topic - Present Updates/Receive input on Goals 2, 4, 7, and 8: Reviewed current progress in metrics and actions related to Goal 2 (Academic Standards), Goal 4 (College and Career Readiness), Goal 7 (Course Access), Goal 8 (Academic Growth). Reviewed how these goals align with the school's WASC Goals.</p> <p>Engagement: Meeting materials were provided in both English and Spanish. A Spanish interpreter was present for the entire meeting. Group gave space for parents to engage with comments, questions, and feedback during the meeting verbally, during the meeting in the Zoom chat function, as well as through</p>



	<p>comments in a Google Form survey.</p>
<p>February 8, 2024</p> <p>LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, CEO (Superintendent), COO, and compliance team)</p>	<p>Meeting in-person Agenda and materials shared ahead of time</p> <p>Topic - 2024-25 LCAP Action Drafting: Working with Parents to draft new LCAP Goals and Actions</p> <p>Engagement: Reviewed requirements for the new LCAP, shared goals and educational partners involved in each goal, began drafting actions for each goal. School staff crafted goals specific to their area of focus in alignment with needs they have been seeing and directly engaging with all year long.</p>
<p>March 14, 2024</p> <p>SELPA Consultation</p>	<p>Meeting via Zoom</p> <p>Topic - Consultation on how to meet the needs of our disabled students Discussed our DA (Differentiated Assistance) for our students with disabilities related to suspension rates and Math/ELA achievement. The Superintendent (CEO), Director of SPED, and SELPA contact discussed how we support our students with disabilities, and how we can improve these supports.</p>
<p>March 14, 2024</p> <p>LWG (LCAP Internal Working Group with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, Registrars, CEO (Superintendent), COO, and compliance team)</p>	<p>Meeting in-person Agenda shared ahead of time</p> <p>Topic - Metrics tracked by the LCAP and incorporating additional educational partner feedback: Discussed how to incorporate feedback from various educational partners and metrics into new drafted actions to monitor and track progress</p> <p>Engagement: Discussed metrics that would need to be included in the LCAP, where these metrics are at, and where we want them to be at the end of the 3-year cycle. Discussion of why certain metrics are important. Discussed incorporating new metrics that can help track specific new goals (namely associated with actions 3.2 and 3.4 from the 2024-25 LCAP). Spoke on what other feedback will be received from various educational partners, including Parents, Parents of Els, Faculty, Staff, and students. Discussed how this will be documented, and how this would vary from years prior as to best meet our partners where they are now. Encouraged Working Group members to continue eliciting this feedback from other faculty, staff, parents, and students.</p>

<p>March 15, 2024</p> <p>MWA Staff and Faculty Professional Development Session</p>	<p>Meeting in-person (Session was held during regularly scheduled PD) Agenda and materials shared ahead of time.</p> <p>Topic - Feedback on drafted actions: Shared initial drafts of new actions with faculty and staff. Gave an overview of what the LCAP is, why we do it, and what some of the requirements are.</p> <p>Engagement: Participants were presented with the drafted actions (from Upper School Assistant Principal, Director of College and Career Counseling, and Assistant Principal of Student Support) and were given the chance to have open dialogue with their peers. Feedback was given verbally to a single representative for each goal who was present to explain the different actions. Feedback was also given via survey where participants rated each action for quantitative feedback, and commented on the goal and actions themselves for more qualitative feedback.</p>
<p>March 21, 2024</p> <p>LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students)</p>	<p>Meeting via Zoom (Meeting was held after school hours to enable more parent participation.) Agenda (English and Spanish) Posted to the MWA website 72 hours in advance of the meeting. Meeting reminders sent out to parents before meeting. .</p> <p>Topic - Feedback on drafted actions Shared initial drafts of new actions with faculty and staff. Gave an overview of what the LCAP is, why we do it, and what some of the requirements are.</p> <p>Engagement: Participants were presented with the drafted actions (from Principal, Director of College and Career Counseling, and Assistant Principal of Student Support) and were given the chance to have open dialogue with their peers. Feedback was given verbally to the group as a whole, leading to insightful dialogue. Feedback was also given via survey where participants rated each action for quantitative feedback, and commented on the goal and actions themselves for more qualitative feedback.</p>
<p>March 25, 2024</p> <p>Official LCAP Council (Student group. Students grades 5-12 invited. Students grades 6-12 joined)</p>	<p>Meeting in-person</p> <p>Topic - Feedback on drafted actions Shared initial drafts of new actions with students. Gave an overview of what the LCAP is and why it's important.</p>

	<p><b>Engagement:</b>                  Students were "Sworn-in" as a part of the Official LCAP Council. Participants were presented with the drafted actions (from Upper School Assistant Principal, Director of College and Career Counseling, and Assistant Principal of Student Support) and were given the chance to have open dialogue with their peers and school leaders to better understand the actions. Feedback was given verbally to a single representative for each goal who was present to explain the different actions. Feedback was also given via survey where participants rated each action for quantitative feedback, and commented on the goal and actions themselves for more qualitative feedback. Students reported that they would like to continue being able to give feedback on official matters like this.</p>
<p>March 26, 2024</p> <p>ELAC Parent Group (English Learner Advisory Committee where all English Learner Parents are invited to attend)</p>	<p>Meeting via Zoom (Meeting was held after school hours to enable more parent participation.)                  Agenda (English and Spanish) Posted to the MWA website 72 hours in advance of the meeting.                  Meeting reminders sent out to parents before meeting. .</p> <p>Topic - Feedback on drafted actions                  Shared initial drafts of new actions with faculty and staff. Gave an overview of what the LCAP is, why we do it, and what some of the requirements are.</p> <p><b>Engagement:</b>                  Participants were oriented to the LCAP before we began. Participants were presented with the drafted actions (from Principal, Director of College and Career Counseling, and Assistant Principal of Student Support) and were given the chance to have open dialogue with their peers. Feedback was given verbally to the group as a whole, leading to insightful dialogue. Feedback was also given via survey where participants rated each action for quantitative feedback, and commented on the goal and actions themselves for more qualitative feedback.</p>
<p>March 15-29, 2024</p> <p>Feedback Survey Shared Broadly</p>	<p>Feedback surveys detailing drafted LCAP actions were shared multiple times through ParentSquare, various feedback sessions (LCAP AG, Staff PD, Official LCAP Council, ELAC Group), and through email.</p> <p>Goal 1: 90 Respondents                  69% Faculty/Staff                  19% Parents                  12% Students</p>

	<p>Goal 2: 97 Respondents 67% Faculty/Staff 21% Parents 11% Students</p> <p>Goal 3: 95 Respondents 65% Faculty/Staff 23% Parents 12% Students</p>
<p>April 16, 18, and 19, 2024</p> <p>LCAP Expenditure Meetings (LCAP Working Groups with Principal, Assistant Principals, College and Career Readiness team, Student Services team, deans, ELD Coordinator, and finance team)</p>	<p>Meetings in-person 3 Separate meetings -- One per LCAP Goal</p> <p>Topic - LCAP Expenditures and Allocating LCFF Funding</p> <p>Engagement: School leaders and personnel discussed previously established LCAP goals and what would be needed to carry out the accompanying actions. Essential personnel were discussed, along with time requirements needed from different positions to accomplish these actions. These personnel included All Teachers, AP Teachers, CTE Teacher, Principal, APs, Social Workers, CCC Team, Student Services, Compliance, and more.</p>
<p>May 6, 2024</p> <p>MWA Board Approval at MWA Board Meeting</p>	<p>**This will be updated after May 6</p>
<p>May 9, 2024</p> <p>LCAP AG (LCAP Advisory Group with majority parents of low-income and English Learner students)</p>	<p>**This will be updated after May 9</p>
<p>June 10, 2024</p> <p>MWA Board Approval at MWA Board meeting</p>	<p>**This will be updated after June 10</p>

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.

Throughout the entire school year, MWA leaders have met with our LCAP Advisory group, a majority of the members are parents of English Learners and Low-Income students. These meetings have focused on keeping parents apprised on progress towards MWA's past 8 LCAP goals, and how these goals align to our WASC Goals. Over the course of the year we explicitly aligned the goals in our LCAP and WASC in

partnership with the LCAP Advisory group in preparation of condensing our LCAP goals in this year's creation of a new LCAP. As we aligned these goals and updated this parent group on our progress, we also collected parental input on their perception of our progress and feedback on how to better serve our student population.

In tandem with this parent group, MWA also has an internal LCAP Working Group made up of various school leaders and personnel. Over the course of this past year, our LCAP Working Group has shifted as our LCAP goals have become more condensed. Rather than continuing to meet as one large group, and as we got further into the goal drafting process, we were able to break this group into smaller, more focused groups. These groups directly align with our LCAP/WASC Goals, each group has a goal owner and they are joined by other staff members who will support the implementation of the goals starting in 2024-25. the following members:

Goal 1: Support for all Learners

(Principal, Assistant Principals, Lead Teacher Representative, ELD Coordinator, Content Lead Representative.)

Goal 2: College and Career Readiness

(College and Career Counseling Team)

Goal 3: Diversity, Equity, and Inclusion

(Assistant Principal of Student Support, Deans, and Social Worker)

In December, at a public board meeting, MWA leaders reported on our progress towards our 2023-204 LCAP goals detailing what our metrics were at the time, what actions we had taken, and where our expenditures for each action were at.

Once our new Goals and Action were drafted, MWA released comprehensive surveys detailing our intentions for the 2024-25 LCAP and released these surveys to the community (staff and parents). While these surveys were active, we also hosted several sessions, facilitated by goal owners, where educational partners had an opportunity to see/hear the draft goals as well as provide feedback in real time. These sessions were held during regularly scheduled staff PD, after school via Zoom, and after school on-campus to best meet accessibility needs for our various educational partners.

As a result of feedback on the current LCAP, MWA also formed an Official LCAP Council made up of students who were sworn in to accept responsibility for contributing to our 2024-25 LCAP drafting process. These students spoke on our drafted 2024-25 LCAP goals with peers as well as school leadership. These council members have indicated that they would like to continue having additional council meetings as we go into next year as they felt they have been able to make an impact on school decisions through this opportunity.

We received 282 responses through our surveys on MWA's LCAP Goals and Actions from Faculty/Staff, Parents, and Students. As a result of all of this feedback, the following updates have been made to the Goals, Actions, and Metrics:

All Actions:

All surveyed groups (Faculty/Staff, Parents, and Students) indicated that support for specific student groups is needed and appropriate. As

such, all goals have been updated to include more specific references to student groups that the individual actions will be geared towards supporting.

- 

## Goal 1: Support for All Learners

**Action 1.1 - Enhancing Instructional Capacity and Professional Growth**  
No major changes implemented.

**Action 1.2 - Strengthening Tier 1 Instruction and Differentiation**  
Faculty/Staff indicated that they are interested in learning how to better incorporate standards into lesson plans. We have kept this heavy focus.

**Action 1.3 - Enhancing Progress Monitoring and Data Analysis**  
Faculty/Staff indicated that they are excited about learning how to better analyze and utilize student data. All surveyed groups (Faculty/Staff, Parents, and Students) indicated that they are interested in an increased focus on student data. Next year students will also be shown performance data to help them set and achieve personal goals. Provided more definition of student groups that data analysis will be focused on.

**Action 1.4 - Improve Academic Outcomes for Special Education Students**  
After receiving educational partner feedback, Goal 1 Action 4 "Improve Academic Outcomes for Special Education Students" has been added to MWA's LCAP. All surveyed groups (Faculty/Staff, Parents, and Students) indicated an appreciation for differentiated approaches to educating various student groups. Faculty/Staff and Parents in particular advocated for differentiated support for students with disabilities. This, coupled with CA State Dashboard data on Math and ELA performance for students with disabilities, has led MWA to create this action.

**Action 1.5 - Enhancing the Learning Environment for English Learners through Staff PD**  
After receiving educational partner feedback, Goal 1 Action 5 "Enhancing the Learning Environment for English Learners through Staff PD" has been added to MWA's LCAP. All surveyed groups indicated support for specific student groups is needed and Faculty/Staff indicated an appreciation for additional teacher supports for meeting student needs. With ELs making up 81% of our student population, learning for specific supports related to our ELs is appropriate. This, coupled with LCAP required actions, has led MWA to create this action.

**Action 1.6 - Language Acquisition Program**  
After receiving educational partner feedback, Goal 1 Action 6 "Language Acquisition Programs" has been added to MWA's LCAP. All surveyed groups indicated support for specific student groups is needed and Faculty/Staff and parents showed an interest in EL reclassification rates. With ELs making up 81% of our student population, learning for specific supports related to our ELs is appropriate. On the CA State Dashboard, MWA's English Learner Progress Indicator statistics are indicated to exceed state scores by over 10%. To continue this progress, coupled with LCAP required actions, has led MWA to create this action.

- 

## Goal 2: College and Career Readiness

Action 2.1 - Vertically Aligned Systems for Seamless College and Career Support  
No major changes implemented.

### Action 2.2 - College and Career Pathway Scope and Sequence

All surveyed groups (Faculty/Staff, Parents, and Students) indicated that they were excited for college and career readiness initiatives to begin earlier in the education process at MWA i.e. grades 5-8. MWA will carry this intention over into the next 3 years by implementing college and career readiness beginning in middle school.

Faculty/Staff and Parents indicated a strong want for more college and career readiness opportunities to happen outside of MWA through experiences like field trips. A focus on providing these opportunities has been added, along with metric 2.13 (Number of Field Trips) -- with the goal of having at least one such field trip per grade a year.

### Action 2.3 - Graduation Pathways

Students indicated a need for support in the transition process from middle school to the upper school. More attention has been paid to this point after receiving student feedback. Much like Goal 2 Action 2, a focus on field trips has also been added to this action. In addition, MWA has increased the focus on Community Engagement as well.

- 

## Goal 3: Diversity, Equity, and Inclusion

### Action 3.1 - Student Support Services for Students that are Suspended

Faculty/Staff and Parents both indicated a strong interest in increasing communications to parents. A larger focus has been geared towards supporting this communication. Similarly to Goal 2 Action 2 and Goal 2 Action 3, a stronger focus has also been included in community engagement.

### Action 3.2 - Integrated Family Engagement

Students indicated a want for more student-inclusion in decision making and engagement. Signage created by students has been given a larger focus and included in metric 3.15 (Engagement Events: Promoted). More specifications on how the school will engage families has also been added, as per Parent requests.

### Action 3.3 - SWD Suspension Rate Reduction

No major changes implemented.

### Action 3.4 - Increase in School Connectedness

Similarly to Goal 2 Action 2, Goal 2 Action 3, Goal 3 Action 1, and Goal 3 Action 2, a bigger emphasis has been added to student experiences

when it comes to field trips. This action also has a new focus on bringing more experiences to the MWA campus by bringing in external contractors that are representative of our student population.

- 

\*\*\*The above changes that were made to MWA's LCAP will be reflected in a written response from our CEO Alton Nelson to the larger MWA community, beginning with the LCAP Advisory Group on May 9.



# Goals and Actions

## Goal

Goal #	Description	Type of Goal
1	<p>Support for All Learners: Develop and refine vertically-aligned programs to support all learners.</p> <p>This includes differentiated instruction for English Learners, Foster Youth, Low Income students, and Special Education Students. As well as supporting teachers in delivering this instruction.</p> <p>The progress of this goal will be monitored through EL Reclassification rates, English Learner Progress Indicators, test scores and GPAs. We will ensure this goal is being carried out through teacher attendance in professional development and ELD PLC attendance.</p>	Broad Goal

### State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

### An explanation of why the LEA has developed this goal.

MWA believes that to support all learners, basic requirements must be met and exceeded in the areas of credentials, facilities, and instructional materials. For all students to be successful, they must be taught by teachers who have cleared all of the requirements to teach in the state of California, the facilities have to be free of hazards/unsafe conditions, and all students should have access to the materials they need to obtain a robust and rigorous education. (Action 1.1; Metrics 1.1, 1.2, 1.3, and 1.4)

While basic conditions are critical to student success, implementation of academic standards and academic growth are the top priority. We believe that tracking metrics in these areas will allow us to monitor the extent to which we provide support for all learners including our Critical Learner Groups. When we analyze our data by cohort, we are able to see a clear pattern of academic improvement. Students who enter MWA in the 5th grade and stay with us through graduation demonstrate gains in their Math and ELA scores. We believe that aligning our programs across all grades will further increase the gains our students demonstrate. Additionally, the alignment will further support our tiered support for English Learners and Students with Disabilities. (Actions 1.1, 1.2, 1.3, 1.4, and 1.5; Metrics 1.2, 1.4, 1.9, 1.10, 1.11, 1.12, 1.13, and 1.14)

Historically, the CA State Dashboard data and local data have informed us that some of our students are not demonstrating enough academic progress, particularly in math for all grades and in English for 5th-8th grades. When we have looked at this data by subgroup, we have not seen as much progress with our African American students, Students with Disabilities, and English learners. Our 11th graders, historically,

have done very well on the SBAC and our seniors have had strong high school graduation rates and college readiness rates. On the SBAC, our Latino subgroup of students have been a top performing subgroup in comparison to other Latino students across the state in the 11th grade. Our English Learner reclassification data has, for the most part, been historically better than average. When we looked at the overall data, as a whole school and by subgroups and grade levels, we wanted to create a goal that acknowledged that although we have a continuum of learners with different needs, our goal is for ALL of our learners to make material progress every year academically. When we ask our educational partners, they have stressed the importance of getting their children reclassified before they start high school so that they can have access to more curriculum and more learning. Our educational partners have also stressed wanting the students who are not working at grade level proficiency to be provided support so that they can get caught up as soon as possible. Our Board of Directors have asked us to make more material progress in math outcomes as evidenced by our SBAC math scores. Given the Dashboard and local data as well as the feedback from educational partners, we think it's important that our goal reflects a commitment to all subgroups of our learners (that are also reflected in the CA State Dashboard). (Actions 1.5 and 1.6; Metrics 1.6, 1.7, 1.8, 1.9, and 1.10)

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
1.1	Teacher credentials and assignments  % of total teachers credentialed and properly assigned  (LCFF Priority 1A)	58.32% (22-23)			75%	
1.2	Instructional Materials  As indicated by the CA School Dashboard's "Basics: Teachers, Instructional Materials, Facilities" Local Indicator  (LCFF Priority 1B)	Instructional Materials requirement on CA State Dashboard: Standard Met  See Local Indicators on State Dashboard for in-depth analysis			Instructional Materials requirement on CA State Dashboard: Standard Met  See Local Indicators on State Dashboard for in-depth analysis	

1.3	Facilities FIT inspection (LCFF Priority 1C)	Middle School: 95.81% ("good") Upper School: 95.97% ("good") (Aug 2023)			Middle School: 97% ("good") Upper School: 97% ("good")	
1.4	Adopted standards are implemented (LCFF Priority 2A)	Implementation of Academic Standards requirement on CA State Dashboard: Standard Met  See Local Indicators on State Dashboard for in-depth analysis			Implementation of Academic Standards requirement on CA State Dashboard: Standard Met  See Local Indicators on State Dashboard for in-depth analysis	
1.5	% of Teachers Who Participate in PD	87%			95%	
1.6	ELD PLC Attendance training and progress monitoring (LCFF Priority 7B)	ELD PLC Attendance: 75%  School-wide PD sessions on vocabulary strategies			ELD PLC Attendance: 85%	
1.7	EL Reclassification Rate (LCFF Priority 4F)	**Will be updated before Board Adoption in June  18%, on track to hit goal of 20% by EOY (AY 23-24)			25%	
1.8	ELPI  Percent of EL students	59.70% (2022-23)			63%	

	making progress via ELPI measure  (LCFF Priority 4E)					
1.9	CAASPP Scores: English  English GPA  (LCFF Priority 4A, 7A, and 8)	Schoolwide CAASPP 44% Meeting / Exceeding Standard (2022-23)  GPA Middle School: 2.8 Upper School: 2.34 (2022-23)			Schoolwide CAASPP 55% Meeting / Exceeding Standard  GPA Middle School: 3.0 Upper School: 3.0	
1.10	CAASPP Scores: Math  Math GPA  (LCFF Priority 4A, 7A, and 8)	Schoolwide CAASPP 21% Meeting / Exceeding Standard (2022-23)  GPA Middle School: 2.74 Upper School: 2.47 (2022-23)			Schoolwide CAASPP 25% Meeting / Exceeding Standard  GPA Middle School: 2.8 Upper School: 3.0	
1.11	CAASPP Scores: Science  Science GPA  (LCFF Priority 4A, 7A, and 8)	Schoolwide CAASPP 20.95% Meeting / Exceeding Standard (2022-23)  GPA Middle School: 2.93 Upper School: 2.51 (2022-23)			Schoolwide CAASPP 25% Meeting / Exceeding Standard  GPA Middle School: 3.0 Upper School: 3.0	
1.12	GPA for Social Science  (LCFF Priority 4A, 7A,	Middle School: 3.4 Upper School: 3.1 (2022-23 S2)			Middle School: 3.0 Upper School: 3.0	

	and 8)					
1.13	World Language GPA (LCFF Priority 4A, 7A, and 8)	3.12 (2022-23 S2)			3.0	
1.14	Health and Wellness Physical Fitness Test (PFT) scores  Health and Wellness GPA (LCFF Priority 4A, 7A, and 8)	PFT 5th, 7th, 9th and all required grades have participated.  GPA Middle School: 3.58 Upper School: 3.35 (2022-23)			PFT 5th, 7th, 9th and all required grades have participated.  GPA Middle School: 3.5 Upper School: 3.3	

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable

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.

Not Applicable

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable

# Actions

Action #	Title	Description	Total Funds	Contributing
1.1	Enhancing Instructional Capacity and Professional Growth	<p>1. Professional Development Calendar:</p> <ul style="list-style-type: none"> <li>a. Create a yearly plan for teacher training including specialized learners (Gate, SPED, English Learners, Foster Youth, Low Income students, etc.)                             <ul style="list-style-type: none"> <li>i. Ensure plan is equipped with professional development sessions specifically geared towards ELs.</li> <li>b. Focus on helping teachers understand grade-level standards, reading fluency.</li> <li>c. Offer training on analyzing data effectively disaggregated by specialized groups (English Learners, Foster Youth, Low Income Students, etc.).</li> </ul> </li> </ul> <p>2. Observation Schedule:</p> <ul style="list-style-type: none"> <li>a. Set up a monthly plan for observing teaching practices including the implementation of Individual Education Plans (IEP).</li> <li>b. Provide feedback to teachers</li> <li>c. Make sure feedback matches the teaching and learning schedule.</li> </ul> <p>3. State Standards Integration:</p> <ul style="list-style-type: none"> <li>a. Include state standards in teacher observations and lesson plans.</li> <li>b. Help teachers feel confident in teaching according to these standards.</li> <li>c. Ensure lessons align with our educational goals for unduplicated students.</li> </ul>	\$456,399.00	Yes
1.2	Strengthening Tier 1 Instruction and Differentiation	<p>1. Research-Based Unit Plans:</p> <ul style="list-style-type: none"> <li>a. Make sure teachers use a research-based format for their lesson plans.                             <ul style="list-style-type: none"> <li>i. Use research based-formats and methodologies when creating lessons for language acquisition programs for ELs.</li> <li>b. Cite standards, success criteria, IEP accommodations, and modifications.</li> <li>c. Aim for consistency and alignment with educational standards.</li> </ul> </li> </ul>	\$1,557,510.00	Yes

		<p>2. Meetings led by Instructional Leaders:</p> <p>a. Organize regular meetings between teachers and Instructional Leadership Team members.</p> <p>b. Review work from students that are at-risk, Long-Term English Language Learners, EL, and SPED.</p> <p>c. Share strategies to help students improve.</p> <p>d. Encourage teamwork and sharing of successful teaching methods.</p>		
<b>1.3</b>	Enhancing Progress Monitoring and Data Analysis	<p>1. Data Analysis Skills for Teachers:</p> <p>a. Teach teachers how to analyze student assessment data, including formative and summative data.</p> <p>b. Help them adjust teaching methods based on this data.</p> <p>c. Make sure adjustments fit within the teaching and learning cycle.</p> <p>2. Disaggregated Assessment Data:</p> <p>a. Separate assessment data to track different student groups.</p> <p>b. Include English Learners, LTELs, students with disabilities, race/ethnicity groups, and income groups.</p> <p>c. Ensure everyone gets the support they need in regards to literacy and numeracy skills.</p> <p>d. Work to close achievement gaps between different student groups.</p> <p>i. Including differences for English Learners, LTELs, students with disabilities, race/ethnicity groups, and income groups.</p>	\$1,159,107.00	Yes
<b>1.4</b>	Improve Academic Outcomes for Special Education Students	<p>1. Students with disabilities will annually increase their English DFS in English and Math by a minimum of 3 points to achieve a color rating of orange as reflected on the English &amp; Math indicators on the CA State Dashboard.</p> <p>2. MWA administers Interim Assessment Benchmarks (IABs) two times before the annual CAASPP administration.</p> <p>i. Teachers have an opportunity to analyze their data from the IABs as a</p>	\$655,337.00	No

		<p>way to inform their instruction.</p> <p>ii. The data will also be shared with Special Education teachers so that they can provide additional support as needed based on the student's performance on the exams.</p>		
<b>1.5</b>	Enhancing the Learning Environment for English Learners Through Staff PD	<p>1. Intentionally add time into the PD scope and sequence to provide training on strategies to support integrated ELD instruction .</p> <p>i. Continue to provide separate PD sessions specifically geared towards designated ELD teachers .</p> <p>2. As the majority of instruction occurs primarily in integrated classrooms, all teachers will receive support on how to scaffold instruction specifically for ELs</p> <p>3. Provide PD to teachers focused on how to support ELs build reading skills.</p> <p>i. Focus on supporting LTELs in the upper school with reading.</p>	\$330,960.00	Yes
<b>1.6</b>	Language Acquisition Program	<p>1. Ensure all teachers have access to standards aligned curriculum in learning spaces which supports ELs</p> <p>2. Designated eld teachers will continue utilizing the Structured English Immersion Program as our Language Instruction Program (LIP) to support ELs and LTELs in English language acquisition.</p>	\$89,988.00	Yes



# Goals and Actions

## Goal

Goal #	Description	Type of Goal
2	<p>College and Career Readiness: Refine holistic support for college and career readiness that build all students' capacity for graduation and success beyond high school.</p> <p>This will focus on English Learners, Low-Income, African-American Youth, Special Education, Foster Youth.</p> <p>The progress of this goal will be monitored through graduation rates, AP pass rates, students prepared for college, CTE pathway completion, CCI, EAP, UC and CSU eligibility, pathway and student meetings, and dropout rates. The foundation for this goal is built by ensuring that students have access to a broad course of study.</p>	Broad Goal

### State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

### An explanation of why the LEA has developed this goal.

MWA's data for College and Career Readiness has historically been high. Like most schools, we saw a decline in our data during the COVID-19 pandemic but our outcomes remain strong.

For this goal, it was most relevant to track our College and Career Readiness and Course Access metrics. Our mission is to prepare all of our students to engage in an appropriately rigorous post-secondary pathway. We know that not all students want to pursue higher education and we want to ensure that they are all college-eligible when they leave MWA. (Actions 2.1, 2.2, and 2.3; Metrics 2.1, 2.2, 2.3, 2.6, 2.7, 2.8, 2.10, 2.12 and 2.13)

Given our historical and persistent success in this area as demonstrated by our Dashboard data, we think it is important to continue to reflect upon and refine our practices. How can we further prepare our students to be more prepared for college and career? What skills can we help them develop that will allow them success beyond high school? Again, given our strong data in the areas of high school graduation rates and college and career readiness, we thought it was important to continue to evolve and adapt to any new challenges that would deter ongoing success in this area. Beyond being a place for academic and social-emotional learning, the ultimate measure of readiness, from a post-

secondary perspective, is our students' success in college and in an early career. These two areas set the early stage for their careers and their lives for well into the future. (Actions 2.1, 2.2, 2.3 and 2.13; Metrics 2.1, 2.3, 2.4, 2.9, 2.10, 2.11)

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
2.1	CTE Course Enrollment Pathway completion %  (LCFF Priority 4C)	Course Enrollment: 14% Pathway Completion: 81.11% (2022-23)			Course Enrollment: 17% Pathway Completion: 86%	
2.2	A-G Completion %  (LCFF Priority 7A)	89% (2022-23)			100%	
2.3	Graduation Rate  (LCFF Priority 5E)	4 Year Graduation Rate: 86.9% 5 Year Graduation Rate: 90.9% (2023-24)			4 Year Graduation Rate: 91% 5 Year Graduation Rate: 95%	
2.4	Drop Out Rate  Middle School and Upper School  (LCFF Priority 5C and 5D)	US 5.3% MS 0% (2022-23)			US 1.3% MS 0%	
2.5	AP Pass Rate  3 or higher	42% (2022-23)			46%	

	(LCFF Priority 4G)				
2.6	EAP  % HS students who participate in & demonstrate college readiness as determined by EAP ELA & EAP Math  (LCFF Priority 4H)	EAP ELA: 51% EAP Math: 13% (2022-23)			EAP ELA: 55% EAP Math: 17%
2.7	CCI  Percent identified as prepared on College and Career Indicator  (LCFF Priority 4H)	54.7% (2022-23)			58%
2.8	UC and CSU Eligibility  (LCFF Priority 4B)	CSU eligible 84/85 (98%) UC eligible 49/85 (57%) (2023-24)			CSU eligible: 100% UC eligible: 75%
2.9	How Many Pathways and Student Meetings	New Metric -- Not Yet Tracked			150
2.10	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	100% (2023-24)			100%

	(3) Military enlistment (4) Job program; (5) Current job or job offer (6) Trade program or apprenticeship (7) Gap year program					
2.11	Number of Field Trips	New Metric  Begin Tracking Next Year			1 college/career-related field trip for each grade-level.	
2.12	Students Have Access to a Broad Course of Study  (LCFF Priority 7A)	CA State Dashboard: Standard Met			CA State Dashboard: Standard Met	
2.13	% of all students that have completed CTE pathway and are UC/USC Eligibility  (LCFF Priority 4D)	CTE and CSU: 12% CTE and UC: 11%			CTE and CSU: 16% CTE and UC: 14%	

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable

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.

Not Applicable

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable

## Actions

Action #	Title	Description	Total Funds	Contributing
2.1	Vertically Aligned Systems for Seamless College and Career Support	<p>1. Improving Support for Intersectional Critical Learning Groups:</p> <ul style="list-style-type: none"> <li>a. Make sure different school departments work well together to help students who need extra support in intersecting critical learning groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth).</li> <li>b. This helps ensure that all students receive comprehensive support, mentally, physically, and academically.</li> <li>c. Having regular meetings will help address specific needs and create systematic practices.</li> <li>d. This approach fosters continued connections and norms that benefit all students, particularly those in intersectional critical learning groups.</li> </ul> <p>2. Evaluating College and Career Readiness:</p> <ul style="list-style-type: none"> <li>a. Look at how well students are prepared for college and careers.</li> <li>b. Check how well the school is helping students from intersectional backgrounds get ready for college and careers.</li> <li>c. Use this information to make sure the school's plans and partnerships are working well.</li> </ul>	\$975,741.00	Yes
2.2	College and Career Pathway Scope and Sequence	<p>1. College and Career Readiness Workshops:</p> <ul style="list-style-type: none"> <li>a. Focus on improving college and career readiness for MWA students, staff, and families.</li> </ul>	\$2,127,225.00	Yes

		<p>b. CCC (College and Career Center) will organize workshops and field trips to help everyone understand what it means to be college and career ready.</p> <p>c. These workshops aim to address any learning gaps and strengthen the college and career-oriented mindset within the MWA community and the community surrounding our unduplicated students (English Learners, Low-Income, Foster Youth).</p> <p>d. Intentionally implement college and career readiness skills earlier on with a focus on the Middle School and 9th grade for all students, including unduplicated student groups (English Learners, Low-Income, Foster Youth).</p>		
<p><b>2.3</b></p>	<p>Graduation Pathways</p>	<p>1. Early Preparation:</p> <p>a. Focus on preparing students early and meeting state standards.</p> <p>b. A-G course access for all critical learner groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth)</p> <p>c. Provide these students with opportunities to complete the California Minimum High School Graduation Requirements and earn a diploma, such as credit recovery or a fifth year of instruction.</p> <p>d. Ensure students have the chance to pursue postsecondary education, training, employment, and community participation provided through opportunities such as community engagement and field trips.</p> <p>e. Ensuring MS students have access to transitioning students in the Upper School to look forward to their own transition</p> <p>2. Support for State Requirements:</p> <p>a. Assess pathways outlined in AB104 and SB141 to ensure compliance.</p> <p>i. SB114's focus is on creating alternate pathways for students with disabilities to access the core curriculum and earn a high school diploma.</p> <p>ii. AB104 allows exemptions for students in their third or fourth year of high school who aren't on track to graduate in four years.</p>	<p>\$937,754.00</p>	<p>Yes</p>

# Goals and Actions

## Goal

Goal #	Description	Type of Goal
3	<p>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.</p> <p>We will work with students and families to build a sense of connectedness and safety while working to decrease the number of students who are suspended through holistic supports, specifically for English Learners, Low-Income, Foster Youth, and SPED students.</p> <p>The progress of this goal will be monitored through suspension, expulsion attendance, chronic absenteeism and retention rates. We will support increasing diversity, equity, and inclusion on our campus by increasing parent participation, student participation, professional development for staff focused on specific student groups, and events.</p>	Broad Goal

### State Priorities addressed by this goal.

- Priority 1: Basic (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)

### An explanation of why the LEA has developed this goal.

One of our core values is community; MWA was founded on the belief that diversity, equity and inclusion are a critical part of learning. In June 2022, the Making Waves Education Foundation installed two monuments to name MWA a Campus for Equity in Education in honor of our founders as a way to recognize their commitment and impact. The campus naming is consistent with the founder’s vision for Richmond, our students, and their families – a school in the community that can be an example of what it means to provide students with the kind of educational opportunities all students in our country deserve – no matter their family’s race/ethnicity, income, zip code, or background. In the context of the learning environment, we believe family partnerships, student engagement, and school climate are directly connected to a student's sense of belonging which can deeply impact their ability to learn. (Actions 3.2 and 3.4; Metrics 3.5, 3.6, 3.7, 3.8, 3.11, 3.14, 3.16, 3.16)

We believe that strong partnerships with parents is incredibly valuable and we want to continue monitoring our efforts on that front. An engaged parent can be one of the most effective levers to engage our students. This is especially true for students who require additional support (SPED, EL, socio-economically disadvantaged, chronically absent etc.). (Action 3.2; Metrics 3.5, 3.6, 3.7, and 3.8)

CA State Dashboard data has told us that historically we have had high suspension rates, specifically with our English Learners, Latino, students with disabilities, and low-income student groups. While our internal data shows that these suspensions have happened due to major offenses, we strive to reduce the number of these incidents through training student support. Our suspension rates for students with disabilities has qualified us for Differentiated Assistance, leading us to give addition focus to this student group. We will be using PBIS (Positive Behavior Interventions and Supports) to promote positive behavior, as well as training staff to better understand disabilities as to create an environment that can holistically support our students. (Actions 3.1 and 3.3; Metrics 3.3, 3.4, 3.9, and 3.10)

Lastly, we want all of our students to feel safe so they continue coming to school. This starts by creating an inclusive environment that prioritizes learning and student success. If students do not feel safe, they will have a very difficult time accessing their education. (Action 3.4; Metrics 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.13, 3.13)

## Measuring and Reporting Results

Metric #	Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
3.1	Chronic Absenteeism Rate  % who are absent, excused or unexcused, more than 10% of school days  (LCFF Priority 5B)	**We will update this metric before submitting the final LCAP for adoption.  19.2% (as of 3/27/24)			15%	
3.2	Attendance Rate  ADA (Average Daily Attendance) Rates  (LCFF Priority 5A)	**We will update this metric before submitting the final LCAP for adoption.  93.9% (as of 3/27/24)			96%	
3.3	Suspension Rate  (LCFF Priority 6A)	**We will update this metric before submitting the final LCAP for adoption.			9%	



		11% (as of 3/14/24)				
3.4	Expulsion Rate (LCFF Priority 6B)	1.088% (2023-24)			1%	
3.5	School Climate Surveys Parent, students, and teachers, related to: feel that the school is safe (LCFF Priority 6C)	Middle School Students: 56% Upper School Students: 54% Parents: 88.9%			Middle School Students: 62% Upper School Students: 60% Parents: 93%	
3.6	School Climate Surveys Parent, students, and teachers, related to: school connectedness (LCFF Priority 6C)	Middle School Students: 52% Upper School Students: 43% Parents: 87.5%			Middle School Students: 70% Upper School Students: 70% Parents: 90%	
3.7	Parent Participation: Percentage of parents who have completed Skills academy post survey (LCFF Priority 3A, 3B, and 3C)	Pilot Program Results: 1/1 Parent has completed survey			75%	
3.8	Number of Parents who participate in family workshops per semester (LCFF Priority 3A and 3B)	Based on February Survey: Back to School Day-36 Saturday Parent Meetings-18 Parent Education			Based on February Survey: Back to School Day-43 Parent Meetings/Advisor	

		Workshops-11 ELAC-11 LCAP-9 Advisor Family Conferences-7			Family Conferences-24 Parent Education Workshops-18 ELAC-13 LCAP-11	
3.9	PD sessions offered to staff  Focused on partnering with families of critical learner groups  (LCFF Priority 3B)	1			3	
3.10	PD sessions offered to staff  Focused on intervention strategies for students with disabilities  (LCFF Priority 3C)	1			3	
3.11	Student Input  Measure of student input in decision making, including sub-groups  (LCFF Priority 6C)	Students vote for dance and Spirit Week themes. They are also involved in LCAP and lunch feedback.			Continue to involve students in dances, LCAP, and lunch. In addition, involve additional group of students on smaller decisions such as bulletin boards, cultural events.	
3.12	8th grade retention rates	92% (2023-24)			97% (Pre-Pandemic)	

	(LCFF Priority 5C and 6C)				Baseline)	
3.13	Upper school retention rates  (LCFF Priority 5D and 6C)	93.9%			98% (Pre-Pandemic Baseline)	
3.14	Were all engagement events added to the master calendar prior to the start of the school year? (y/n)  (LCFF Priority 3A and 6C)	New metric.  No.			Yes	
3.15	Were all engagement events promoted through the following means (y/n): Campus signage: Parent Communication Tool: Other Promotional Materials:  (LCFF Priority 3A and 6C)	New metric.  Campus signage: No Parent Communication Tool: No Other Promotional Materials: No			Campus signage: Yes Parent Communication Tool: Yes Other Promotional Materials: Yes	
3.16	Student vs. Staff Demographics  (LCFF Priority 6C)	Students and Staff Race/Ethnicity  African American Students: 7.7% Faculty/Staff: 18.3%			Continue to improve staff recruitment efforts to diversify our staff demographics; staff demographics	

		<p>American Indian Students: 0.3% Faculty/Staff: Not Reported</p> <p>Asian Students: 2.3% Faculty/Staff: 8.5%</p> <p>Filipino Students: 0.8% Faculty/Staff: Not Reported</p> <p>Hispanic Students: 85.9% Faculty/Staff: 39.6%</p> <p>Two or More Races Students: 0.6% Faculty/Staff: 3%</p> <p>White Students: 1.3% Faculty/Staff: 23.2%</p> <p>Unidentified/Opt-Out Students: Not Reported Faculty/Staff: 6.1%</p>			<p>will closely mirror the demographics of the students we seek to serve.</p>	
--	--	---	--	--	---	--

## Goal Analysis [2023-24]

An analysis of how this goal was carried out in the previous year.

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

Not Applicable

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.

Not Applicable

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

Not Applicable

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

Not Applicable

## Actions

Action #	Title	Description	Total Funds	Contributing
3.1	Student Support Services for Students that are Suspended	1. Student Support Services for Suspended Students: a. Focus on students not getting needed support for behavior issues leading to repeated problems and negative feelings, especially for unduplicated student groups (English Learners, Low-Income, Foster Youth). b. Review suspension data and talk with students to better understand their needs. i. Give special attention to the data behind why English Learners, Hispanic, and Socioeconomically Disadvantaged students have higher suspension rates ii. Give special attention to the talking with English Learners, Hispanic, and Socioeconomically Disadvantaged students to better understand their needs c. Target skills like self-control, emotional identification, and anxiety reduction. i. Bring in external community engagement to support students in learning these skills. d. Provide support while students participate, keeping families updated and offering learning resources. e. Improve communication between schools and families. f. Address tough topics at home and build a stronger educational support	\$813,767.00	Yes

		network for students.		
<b>3.2</b>	Integrated Family Engagement	<p>1. Engaging Families with Consistent Accessible Opportunities:</p> <p>a. Ensure families have regular and easy chances to join in with the school community, including families of unduplicated student groups (English Learners, Low-Income, Foster Youth).</p> <p>b. Ask families what they're interested in and what they need through a survey.</p> <p>c. Plan workshops, field trips, and community engagement that families will like and find useful in supporting their students.</p> <p>d. Put workshop dates on the school calendar and tell families about them through signs and the parent portal.</p> <p>e. Update signs, the parent portal, and other things to talk better with families.</p> <p>f. This way, the school wants to make sure families and the school work well together and feel connected.</p>	\$522,409.00	Yes
<b>3.3</b>	SWD Suspension Rate Reduction	<p>1. Reducing Suspension Rates for Students with Disabilities:</p> <p>a. Find out why students with disabilities are suspended often.</p> <p>b. Use PBIS (Positive Behavior Interventions and Supports) to promote good behavior and make the school welcoming for everyone.</p> <p>c. Set clear behavior rules, reward good behavior, and help students who might get suspended.</p> <p>d. Train staff on understanding disabilities, managing behavior, calming situations down, and talking well with students who have disabilities.</p> <p>e. Make sure families and the school work together to help each student.</p>	\$435,054.00	No
<b>3.4</b>	Increase in School Connectedness	<p>1. Building a Supportive Environment:</p> <p>a. Create a school where students, including unduplicated student groups (English Learners, Low-Income, Foster Youth), feel valued and connected.</p> <p>b. Assess the current environment through interviews, student groups, and surveys to find strengths, weaknesses, and areas for improvement.</p>	\$675,327.00	Yes

- c. Encourage positive interactions with team-building activities, peer support groups, and projects.
- d. Embrace diversity by celebrating different cultures, languages, and traditions through events and activities.
- i. This includes bringing in external contractors who best represent our unduplicated students to build this community awareness and connection.

2. Community Involvement

- a. Give students a voice in decision-making, including unduplicated student groups (English Learners, Low-Income, Foster Youth).
- b. Involve families by organizing workshops and opportunities for them to participate.
- c. Create experiences for unduplicated students outside of the classroom and MWA to community build through field trips that value exposure to diverse cultures and experiences.
- d. By doing this, MWA aims to make students feel connected, supported, and empowered to succeed socially and academically in a positive and inclusive environment for our unduplicated student groups (English Learners, Low-Income, Foster Youth) and all students.

# Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2024-25]

Total Projected LCFF Supplemental and/or Concentration Grants	Projected Additional 15 percent LCFF Concentration Grant
\$3,133,215	\$245,162

## 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
26.832%	0.000%	\$0.00	26.832%

The Budgeted Expenditures for Actions identified as Contributing may be found in the Contributing Actions Table.

## Required Descriptions

### LEA-wide and Schoolwide Actions

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
1.1	<p><b>Action:</b> Enhancing Instructional Capacity and Professional Growth</p> <p><b>Need:</b> This goal was created to provide support for students in order to increase performance in all academic standards. In order to lower the</p>	<p>Improve instructional coaching and professional development opportunities for educators, ensuring deep understanding of grade-level standards and effective analysis of unduplicated student data to drive instructional decision-making.</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of</p>	<p>1.1 (Teacher Credentials), 1.2 (Instructional Materials), 1.3 (Facilities), 1.4 (Adopted Standards), 1.5 (PD Participation), 1.6 (ELD PLC), 1.9 (ELA CAASPP/GPA), 1.10</p>



Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>population of Tier 2 and Tier 3 students (Gate, SPED, English Learners, Foster Youth, Low Income students, etc.), Tier 1 instruction must be strengthened and all curriculum internalized by core subject educators.</p> <p><b>Scope:</b> LEA-wide</p>	<p>85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	<p>(Math CAASPP/GPA), 1.11 (Science CAASPP/GPA), 1.15 (Social Science GPA), 1.13 (World Language GPA), 1.14 (Health and Wellness PFT/GPA)</p>
<p><b>1.2</b></p>	<p><b>Action:</b> Strengthening Tier 1 Instruction and Differentiation</p> <p><b>Need:</b> To provide high-quality, standards-aligned, and differentiated instruction --for students that are at-risk, Long-Term English Language Learners, ELL, and SPED-- through the utilization of research-based unit planning formats and ongoing collaboration among teachers and content leads to support student mastery.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Develop and implement a comprehensive plan for family workshops that is based on surveyed interests, establishes a regular and consistent set of events, and that are promoted effectively to all parents, guardians, and families of our unduplicated student groups (English Learners, Low-Income, Foster Youth).</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	<p>1.7 (EL Reclassification), 1.8 (ELPI), 1.9 (ELA CAASPP/GPA), 1.10 (Math CAASPP/GPA), 1.11 (Science CAASPP/GPA), 1.15 (Social Science GPA), 1.13 (World Language GPA), 1.14 (Health and Wellness PFT/GPA)</p>
<p><b>1.3</b></p>	<p><b>Action:</b> Enhancing Progress Monitoring and Data Analysis</p> <p><b>Need:</b> This goal was created to address the need of supporting teachers with monitoring tools to aid them in assessing standards-based instruction delivered to various student groups. Evaluated data must reflect students' acquisition of grade-</p>	<p>To empower teachers to utilize student assessment data effectively within the teaching and learning cycle, providing targeted interventions and monitoring progress of student subgroups -- including Include English Learners, LTELs, students with disabilities, race/ethnicity groups, and income groups-- to ensure equitable support for all learners.</p> <p>This action is provided on a school-wide basis as</p>	<p>1.1 (Teacher Credentials), 1.2 (Teacher Misassignments), 1.5 (PD Participation), 1.7 (EL Reclassification), 1.8 (ELPI)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>level skills in order for educators to evaluate their own instruction and how it impacts specific student groups.</p> <p><b>Scope:</b> LEA-wide</p>	<p>MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	
<p><b>1.5</b></p>	<p><b>Action:</b> Enhancing the Learning Environment for English Learners Through Staff PD</p> <p><b>Need:</b> This goal was created to ensure that English Learners are being provided with instruction and support that best meets their needs. MWA is made up of), making it imperative that teachers have the knowledge and skills to provide our students with best-in-class supports to prepare them for their future.</p> <p><b>Scope:</b> Schoolwide</p>	<p>Improve instructional coaching and professional development opportunities for educators to best support the needs of ELs.</p> <p>This action is provides school-wide as 20% of our students are ELs and all classrooms are integrated classrooms so all teachers will benefit from these PD sessions.</p>	<p>1.7 (EL reclassification rate), 1.8 (ELPI), 3.10 (PD Sessions - Critical Learner Groups)</p>
<p><b>1.6</b></p>	<p><b>Action:</b> Language Acquisition Program</p> <p><b>Need:</b> In 2023 MWA had 53.4% of English Learners progress at least one ELPI level, and is currently on track to meet our EL reclassification rate goal that we set in our last LCAP. Because of this, we will continue using methods that we have found to be successful. We will continue having this as a focus in our LCAP as 20% of MWA students are ELs.</p>	<p>Continue providing standards aligned curriculum specifically for designated ELs from CA approved materials list.</p>	<p>1.7 (EL reclassification rate), 1.8 (ELPI)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>***This statistic will be updated once end of year data is available.</p> <p><b>Scope:</b> LEA-wide</p>		
<p><b>2.1</b></p>	<p><b>Action:</b> Vertically Aligned Systems for Seamless College and Career Support</p> <p><b>Need:</b> Practices are in place to best serve our MWA students/critical learner groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth). However, there is strong need for other departmental involvement in order to serve the "whole student" efficiently. MWA Departments should work in partnership with the CCC Department to provide seamless support to MWA students/critical learning groups (English learners, Low-Income, African-American Youth, Special Education, Foster Youth). pertaining to their college and career readiness and post-secondary success needs.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Develop and implement a systematic partnership agreement within MWA to address and identify the college and career readiness and post-secondary needs of critical learning groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth). Additionally, continue to update the practices to ensure that MWA students' specific needs are met.</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	<p>2.3 (Graduation Rate), 2.4 (Drop-Out Rate), 2.6 (EAP), 2.7 (CCI), 2.12 (Access to a Broad Course of Study)</p>
<p><b>2.2</b></p>	<p><b>Action:</b> College and Career Pathway Scope and Sequence</p> <p><b>Need:</b> MWA is known for its college and career going</p>	<p>Develop and implement a strategic plan that encompasses the development of a scope and sequence that addresses the implementation of age appropriate college and career readiness curriculum for critical learning groups (English learners, Low-Income, African-American Youth,</p>	<p>2.1 (CTE Enrollment and completion), 2.6 (EAP), 2.7 (CCI), 2.8 (US and CSU Eligibility), 2.10 (Post-Secondary Planning), 2.11 (Number of Field Trips)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>culture and the desire for all students to be college and career ready. However, an important component is needed in order to support the idea of this culture. MWA's goal is to develop an age-appropriate curriculum and rigorous course of study through access to courses that will allow the students (English Learners, Foster Youth, Low Income students) to develop a comprehensive and distinct understanding behind the meaning of being college ready and/or career ready. Part of this implementation will also involve fully educating and supporting MWA staff in delivering content that is relevant to MWA's four pillars. This will also aid in educating families of English Learners, Foster Youth, Low Income students on the importance of college and career readiness and the part they play in their student's success.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Special Education, Foster Youth) starting in the Middle School grades through Upper School grades.</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	
<p><b>2.3</b></p>	<p><b>Action:</b> Graduation Pathways</p> <p><b>Need:</b> MWA's goal is to refine the approach to supporting individual graduation pathway plans for critical learning groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth), starting in the 9th grade. These plans will more closely track and monitor the progress towards high school graduation and the development of post-secondary plans in order to align with the</p>	<p>Strengthen and refine existing plan to better serve MWA students in critical learning groups (English Learners, Low-Income, African-American Youth, Special Education, Foster Youth) and as a whole as they move through the graduation process.</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	<p>2.1 (CTE Enrollment and completion), 2.2 (A-G Completion), 2.3 (Graduation Rate), 2.5 (AP Pass Rate), 2.7 (CCI), 2.11 (Number of Field Trips), 2.12 (Access to a Broad Course of Study)</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<p>college and career readiness mission and vision.</p> <p><b>Scope:</b> LEA-wide</p>		
<p><b>3.1</b></p>	<p><b>Action:</b> Student Support Services for Students that are Suspended</p> <p><b>Need:</b> Students that are suspended are not receiving necessary supports/interventions to address future behavior concerns. On the CA State Dashboard, our suspension rate is in the red and has been shown to increase +2.7%. The specific student groups in the red that are addressed here are: English Learners, Hispanic, and Socioeconomically Disadvantaged students.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Refer students that have been suspended to Student Support Services to be placed on Tier 2 or 3 with targeted skills to be taught in various formats with a focus on critical learning groups and unduplicated student groups (English Learners, Low-Income, Foster Youth).</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	<p>3.1 (Chronic Absenteeism Rate), 3.2 (Average Daily Attendance), 3.3 (Suspension Rate), 3.4 (Expulsion Rate), 3.12 (8th Grade Retention Rates), 3.13 (Upper School Retention Rates), 2.13 (Field Trips)</p>
<p><b>3.2</b></p>	<p><b>Action:</b> Integrated Family Engagement</p> <p><b>Need:</b> Families (including those of English Learners, Foster Youth, and Low-Income students) lack consistent and accessible opportunities to engage with the school community, resulting in limited participation and a sense of disconnection.</p>	<p>Develop and implement a comprehensive plan for family workshops that is based on surveyed interests, establishes a regular and consistent set of events, and that are promoted effectively to all parents, guardians, and families of our unduplicated student groups (English Learners, Low-Income, Foster Youth).</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our</p>	<p>3.1 (Chronic Absenteeism Rate), 3.2 (Average Daily Attendance), 3.7 (Parent Participation), 3.8 (Number of Parents who Participate in Workshops), 3.9 (PD Sessions: Partnering with Families), 3.12 (8th Grade Retention Rates), 3.13 (Upper School Retention Rates), 3.14 (Engagement Events: Master Calendar),</p>

Goal and Action #	Identified Need(s)	How the Action(s) Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis	Metric(s) to Monitor Effectiveness
	<b>Scope:</b> LEA-wide	English Learners, Foster Youth, and Low Income students.	3.15 (Engagement Events: Promoted), 2.13 (Field Trips)
<b>3.4</b>	<p><b>Action:</b> Increase in School Connectedness</p> <p><b>Need:</b> According to the Student Climate Survey given in February 2024, 47% of students schoolwide feel a school connectedness resulting in students not feeling valued, respected, nor engaged in their learning. As 85% of our student population is considered to be unduplicated, this feedback is indicative of needing to address this with our English Learners, Foster Youth, and Low-Income students.</p> <p><b>Scope:</b> LEA-wide</p>	<p>Achieve a school atmosphere that increases school connectedness based on School Climate Survey results, assessment of current environment, while fostering student voice and leadership for our unduplicated student groups (English Learners, Low-Income, Foster Youth).</p> <p>This action is provided on a school-wide basis as MWA has an unduplicated student population of 85%. Providing these services to the school as a whole ensures that this action reaches all of our English Learners, Foster Youth, and Low Income students.</p>	3.5 (School Climate Survey: Safety), 3.6 (School Climate Survey: Connectedness), 3.10 (PD: Interventions for Students with Disabilities), 3.11 (Student Input), 3.12 (8th Grade Retention Rates), 3.13 (Upper School Retention Rates), 3.16 (Student vs. Staff Demographics), 2.13 (Field Trips)

**Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

Goal and Action #	Identified Need(s)	How the Action(s) are Designed to Address Need(s)	Metric(s) to Monitor Effectiveness

For any limited 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, as applicable.

MWA does not have any limited actions in this LCAP cycle. 84.36% of MWA students count as Unduplicated Students, so contributing actions are provided LEA-Wide to best support all unduplicated students and other critical learning groups regardless of race/ethnicity, income-level,

English proficiency, foster youth status, gender, ability, etc..

**Additional Concentration Grant Funding**

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): 84.36%. 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 a new Social Worker and a new Upper School Dean. While social workers will be spending the majority or their time supporting Goal 3 Action 1 (Student Support Services for Students that are Suspended), they will also spend a considerable amount of time on Goal 3 Action 2 (Integrated Family Engagement), Goal 3 Action 3 (SWD Suspension Rate Reduction), and Goal 3 Action 4 (Increase in School Connectedness). A small part of their time will be dedicated towards supporting Goal 2 (College and Career Readiness) as a whole. Deans will be spending their time in a similar way, however they will be spending significantly more time supporting with Goal 3 Action 4 (Increase in School Connectedness).

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



# 2024-25 Total Expenditures Table

LCAP Year	1. Projected LCFF Base Grant (Input Dollar Amount)	2. Projected LCFF Supplemental and/or Concentration Grants (Input Dollar Amount)	3. Projected Percentage to Increase or Improve Services for the Coming School Year (2 divided by 1)	LCFF Carryover — Percentage (Input Percentage from Prior Year)	Total Percentage to Increase or Improve Services for the Coming School Year (3 + Carryover %)
	[INPUT]	[INPUT]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]
Totals	11,677,020	3,133,215	26.832%	0.000%	26.832%

Totals	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds	Total Personnel	Total Non-personnel
	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]
Totals	\$9,224,793.00	\$1,036,928.00		\$474,857.00	\$10,736,578.00	\$10,647,128.00	\$89,450.00

Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
This table was automatically populated from this LCAP.															
1	1.1	Enhancing Instructional Capacity and Professional Growth	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$456,399.00	\$0.00	\$312,335.00			\$144,064.00	\$456,399.00
1	1.2	Strengthening Tier 1 Instruction and Differentiation	English Learners	Yes	LEA-wide	English Learners			\$1,547,510.00	\$10,000.00	\$1,483,443.00			\$74,067.00	\$1,557,510.00
1	1.3	Enhancing Progress Monitoring and Data Analysis	English Low Learners Income	Yes	LEA-wide	English Learners Low Income			\$1,149,107.00	\$10,000.00	\$1,001,604.00			\$157,503.00	\$1,159,107.00
1	1.4	Improve Academic Outcomes for Special Education Students	Students with Disabilities	No					\$655,337.00	\$0.00		\$607,874.00		\$47,463.00	\$655,337.00
1	1.5	Enhancing the Learning Environment for English Learners Through Staff PD	English Learners	Yes	Schoolwide	English Learners			\$330,960.00	\$0.00	\$330,960.00				\$330,960.00
1	1.6	Language Acquisition Program	English Learners	Yes	LEA-wide	English Learners			\$89,988.00	\$0.00	\$69,129.00			\$20,859.00	\$89,988.00
2	2.1	Vertically Aligned Systems for Seamless College and Career Support	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$968,291.00	\$7,450.00	\$973,390.00			\$2,351.00	\$975,741.00
2	2.2	College and Career Pathway Scope and Sequence	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$2,112,225.00	\$15,000.00	\$2,127,225.00				\$2,127,225.00
2	2.3	Graduation Pathways	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth			\$922,754.00	\$15,000.00	\$933,204.00			\$4,550.00	\$937,754.00



Goal #	Action #	Action Title	Student Group(s)	Contributing to Increased or Improved Services?	Scope	Unduplicated Student Group(s)	Location	Time Span	Total Personnel	Total Non-personnel	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
						Low Income									
3	3.1	Student Support Services for Students that are Suspended	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$800,767.00	\$13,000.00	\$789,767.00			\$24,000.00	\$813,767.00
3	3.2	Integrated Family Engagement	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$519,409.00	\$3,000.00	\$522,409.00				\$522,409.00
3	3.3	SWD Suspension Rate Reduction	Students with disabilities that have been suspended with Disabilities	No					\$429,054.00	\$6,000.00	\$6,000.00	\$429,054.00			\$435,054.00
3	3.4	Increase in School Connectedness	English Foster Low Learners Youth Income	Yes	LEA-wide	English Learners Foster Youth Low Income			\$665,327.00	\$10,000.00	\$675,327.00				\$675,327.00

# 2024-25 Contributing Actions Table

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
[INPUT]	[INPUT]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]	[AUTO-CALCULATED]		[AUTO-CALCULATED]
11,677,020	3,133,215	26.832%	0.000%	26.832%	\$9,218,793.00	0.000%	78.948 %	<b>Total:</b>	\$9,218,793.00
								<b>LEA-wide Total:</b>	\$8,887,833.00
								<b>Limited Total:</b>	\$0.00
								<b>Schoolwide Total:</b>	\$330,960.00

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 (%)
This table is automatically generated and calculated from this LCAP.								
1	1.1	Enhancing Instructional Capacity and Professional Growth	Yes	LEA-wide	English Learners Foster Youth Low Income		\$312,335.00	
1	1.2	Strengthening Tier 1 Instruction and Differentiation	Yes	LEA-wide	English Learners		\$1,483,443.00	
1	1.3	Enhancing Progress Monitoring and Data Analysis	Yes	LEA-wide	English Learners Low Income		\$1,001,604.00	
1	1.5	Enhancing the Learning Environment for English Learners Through Staff PD	Yes	Schoolwide	English Learners		\$330,960.00	
1	1.6	Language Acquisition Program	Yes	LEA-wide	English Learners		\$69,129.00	
2	2.1	Vertically Aligned Systems for Seamless College and Career Support	Yes	LEA-wide	English Learners Foster Youth Low Income		\$973,390.00	

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	2.2	College and Career Pathway Scope and Sequence	Yes	LEA-wide	English Learners Foster Youth Low Income		\$2,127,225.00	
2	2.3	Graduation Pathways	Yes	LEA-wide	English Learners Foster Youth Low Income		\$933,204.00	
3	3.1	Student Support Services for Students that are Suspended	Yes	LEA-wide	English Learners Foster Youth Low Income		\$789,767.00	
3	3.2	Integrated Family Engagement	Yes	LEA-wide	English Learners Foster Youth Low Income		\$522,409.00	
3	3.4	Increase in School Connectedness	Yes	LEA-wide	English Learners Foster Youth Low Income		\$675,327.00	

# 2023-24 Annual Update Table

Totals	Last Year's Total Planned Expenditures (Total Funds)	Total Estimated Expenditures (Total Funds)
	[AUTO-CALCULATED]	[AUTO-CALCULATED]
<b>Totals</b>	\$15,106,275.00	\$15,106,275.00

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)
<b>This table was automatically populated from the 2023 LCAP. Existing content should not be changed, but additional actions/funding can be added.</b>					
1	1.1	Credential process	No	\$64,425.00	\$64,425.00
1	1.2	Facilities conditions and review plan	No	\$2,804,483.00	\$2,804,483.00
1	1.3	Review and adopt curriculum	Yes	\$182,160.00	\$182,160.00
1	1.4	Teacher residents and teacher induction	No	\$411,038.00	\$411,038.00
2	2.1	ELD data analysis and implementation of success metrics	Yes	\$18,150.00	\$18,150.00
2	2.2	ELD Professional Development	Yes	\$13,613.00	\$13,613.00
2	2.3	English Learner Program	Yes	\$64,630.00	\$64,630.00
2	2.4	English Learner Reclassification	Yes	\$18,150.00	\$18,150.00
2	2.5	Instructional Coaching and Professional Development	Yes	\$363,183.00	\$363,183.00

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	2.6	Math PD and Coaching	Yes	\$70,877.00	\$70,877.00
3	3.1	Participation and input opportunities	No	\$80,118.00	\$80,118.00
3	3.2	Family engagement	No	\$49,140.00	\$49,140.00
3	3.3	Parent leadership & support	No	\$10,000.00	\$10,000.00
3	3.4	School-Home communication tool	No	\$6,900.00	\$6,900.00
3	3.5	Translation	Yes	\$30,000.00	\$30,000.00
4	4.1	Graduation Pathways	Yes	\$130,963.00	\$130,963.00
4	4.2	College/Career	Yes	\$93,485.00	\$93,485.00
4	4.3	AP Exam	No	\$42,325.00	\$42,325.00
4	4.4	Post-secondary planning	Yes	\$123,065.00	\$123,065.00
5	5.1	Attendance messaging and consistent practice	No	\$62,897.00	\$62,897.00
5	5.2	Attendance: SARB/SART process	No	\$91,289.00	\$91,289.00
5	5.3	Student Enrollment, Retention, and Transfers	No	\$49,832.00	\$49,832.00

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	5.4	Student Activities	No	\$175,150.00	\$175,150.00
6	6.1	Social Emotional Learning	Yes	\$177,073.00	\$177,073.00
6	6.2	Advisory Curriculum	Yes	\$24,570.00	\$24,570.00
6	6.3	Safety and Connectedness Data	Yes	\$120,036.00	\$120,036.00
6	6.4	Support Team (Social Workers)	Yes	\$203,182.00	\$203,182.00
6	6.5	Student Support Referrals and Services	Yes	\$215,275.00	\$215,275.00
6	6.6	Campus Supervisors	No	\$643,717.00	\$643,717.00
6	6.7	PBIS and Behavior Data System	No	\$109,600.00	\$109,600.00
6	6.8	Cultural Celebrations	No	\$25,000.00	\$25,000.00
7	7.1	Course access	No	\$97,071.00	\$97,071.00
7	7.2	Expand course offerings	No	\$26,525.00	\$26,525.00
7	7.3	Career and Technical Education (CTE)	No	\$116,374.00	\$116,374.00
8	8.1	Tier 1 instruction	No	\$4,438,286.00	\$4,438,286.00
8	8.2	Academic interventions	Yes	\$2,629,057.00	\$2,629,057.00

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)
8	8.3	Educational software	Yes	\$23,500.00	\$23,500.00
8	8.4	Assessment tools	Yes	\$93,250.00	\$93,250.00
8	8.5	Progress monitoring and data analysis	Yes	\$86,025.00	\$86,025.00
8	8.6	Extended learning	Yes	\$96,941.00	\$96,941.00
8	8.7	Special Education	No	\$1,024,920.00	\$1,024,920.00

# 2023-24 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)
3012448	\$4,272,934.00	\$4,272,934.00	\$0.00	0.000%	0.000%	0.000%

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)
--------------------	----------------------	----------------------------	---	--	---	---	---

This section is included to assist with development of Annual Update Action Tables but is not required, and should not be printed, as part of the LCAP Annual Update.

This table was automatically populated from the 2022 LCAP. Existing content should not be changed, but additional actions/funding can be added.

1	1.3	Review and adopt curriculum	Yes	\$182,160.00	\$182,160.00		
2	2.1	ELD data analysis and implementation of success metrics	Yes	\$18,150.00	\$18,150.00		
2	2.2	ELD Professional Development	Yes	\$13,613.00	\$13,613.00		
2	2.3	English Learner Program	Yes	\$19,890.00	\$19,890.00		
2	2.4	English Learner Reclassification	Yes	\$18,150.00	\$18,150.00		
2	2.5	Instructional Coaching and Professional Development	Yes	\$255,480.00	\$255,480.00		
2	2.6	Math PD and Coaching	Yes	\$10,000.00	\$10,000.00		
3	3.5	Translation	Yes	\$30,000.00	\$30,000.00		
4	4.1	Graduation Pathways	Yes	\$130,963.00	\$130,963.00		
4	4.2	College/Career	Yes	\$93,485.00	\$93,485.00		



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)
4	4.4	Post-secondary planning	Yes	\$123,065.00	\$123,065.00		
6	6.1	Social Emotional Learning	Yes	\$177,073.00	\$177,073.00		
6	6.2	Advisory Curriculum	Yes	\$24,570.00	\$24,570.00		
6	6.3	Safety and Connectedness Data	Yes	\$120,036.00	\$120,036.00		
6	6.4	Support Team (Social Workers)	Yes	\$203,182.00	\$203,182.00		
6	6.5	Student Support Referrals and Services	Yes	\$191,275.00	\$191,275.00		
8	8.2	Academic interventions	Yes	\$2,394,067.00	\$2,394,067.00		
8	8.3	Educational software	Yes	\$23,500.00	\$23,500.00		
8	8.4	Assessment tools	Yes	\$93,250.00	\$93,250.00		
8	8.5	Progress monitoring and data analysis	Yes	\$54,084.00	\$54,084.00		
8	8.6	Extended learning	Yes	\$96,941.00	\$96,941.00		

To Add a Row: Click "Add Row."

To Delete a Row: Remove all content from each cell, checkbox and dropdown of a row (including spaces), press "Save Data" and refresh the page.

## 2023-24 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)
	3012448		0.000%	\$4,272,934.00	0.000%	0.000%	\$0.00	0.000%

# Local Control and Accountability Plan 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](mailto: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, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (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 the nature of some LCAP template sections 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, including long-term 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]).
    - **NOTE:** As specified in EC Section 62064(b)(1), the LCAP must provide a description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to EC Section 52052, to be achieved for each of the state priorities. Beginning in 2023–24, EC

Section 52052 identifies long-term English learners as a separate and distinct pupil subgroup with a numerical significance at 15 students.

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC* Section 52064[b][7]).
- Ensuring that all increases attributable to supplemental and concentration grant calculations, including concentration grant add-on funding and/or LCFF carryover, are reflected in the LCAP (*EC* sections 52064[b][6], [8], and [11]).

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 must: (a) reflect comprehensive strategic planning, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the California School Dashboard (Dashboard), (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 2024–25, 2025–26, and 2026–27 school years reflects statutory changes made through Senate Bill 114 (Committee on Budget and Fiscal Review), Chapter 48, Statutes of 2023.

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 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 which, based on research, experience, and input gathered from educational partners, the LEA believes 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 document. Additionally, the beginning of each template section includes information emphasizing the purpose that 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 present a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included throughout each subsequent section of the LCAP.

## Requirements and Instructions

### General Information

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

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, employment, the number and size of specific schools, recent community challenges, and other such information the LEA may wish to include can enable a reader to more fully understand the LEA's LCAP.
- As part of this response, identify all schools within the LEA receiving Equity Multiplier funding.

### Reflections: Annual Performance

A reflection on annual performance based on a review of the California School Dashboard (Dashboard) and local data.

Reflect on the LEA's annual performance on the Dashboard and local data. This may include both successes and challenges identified by the LEA during the development process.

LEAs are encouraged to highlight how they are addressing the identified needs of student groups, and/or schools within the LCAP as part of this response.

As part of this response, the LEA must identify the following, which will remain unchanged during the three-year LCAP cycle:

- Any school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard;
- Any student group within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard; and/or
- Any student group within a school within the LEA that received the lowest performance level on one or more state indicators on the 2023 Dashboard.

### Reflections: Technical Assistance

As applicable, a summary of the work underway as part of technical assistance.

Annually identify the reason(s) the LEA is eligible for or has requested technical assistance consistent with *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, and provide a summary of the work underway as part of receiving technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance, however this also includes LEAs that have requested technical assistance from their COE.

- If the LEA is not eligible for or receiving technical assistance, the LEA may respond to this prompt as “Not Applicable.”

### **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

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

- Identify the schools within the LEA that have been identified for CSI.

#### Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

- 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

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

- 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, particularly to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard, 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 to 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.

## Requirements

**School districts and COEs:** *EC* sections [52060\(g\) \(California Legislative Information\)](#) and [52066\(g\) \(California Legislative Information\)](#) specify the educational partners that must be consulted when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Local bargaining units of the LEA,
- Parents, and
- Students

A school district or COE receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

Before adopting the LCAP, school districts and COEs must share it with the applicable committees, as identified below under Requirements and Instructions. 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.

**Charter schools:** *EC* Section [47606.5\(d\) \(California Legislative Information\)](#) requires that the following educational partners be consulted with when developing the LCAP:

- Teachers,
- Principals,
- Administrators,
- Other school personnel,
- Parents, and
- Students

A charter school receiving Equity Multiplier funds must also consult with educational partners at the school generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for the school.

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. 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 [CDE's LCAP webpage](#).

Before the governing board/body of an LEA considers the adoption of the LCAP, the LEA must meet the following legal requirements:

- For school districts, see [Education Code Section 52062 \(California Legislative Information\)](#);

- **Note:** Charter schools using the LCAP as the School Plan for Student Achievement must meet the requirements of *EC* Section 52062(a).
- For COEs, see [Education Code Section 52068 \(California Legislative Information\)](#); and
- For charter schools, see [Education Code Section 47606.5 \(California Legislative Information\)](#).
- **NOTE:** As a reminder, the superintendent of a school district or COE must respond, in writing, to comments received by the applicable committees identified in the *Education Code* sections listed above. This includes the parent advisory committee and may include the English learner parent advisory committee and, as of July 1, 2024, the student advisory committee, as applicable.

## Instructions

### Respond to the prompts as follows:

A summary of the process used to engage educational partners in the development of the LCAP.

School districts and county offices of education must, at a minimum, consult with teachers, principals, administrators, other school personnel, local bargaining units, parents, and students in the development of the LCAP.

Charter schools must, at a minimum, consult with teachers, principals, administrators, other school personnel, parents, and students in the development of the LCAP.

An LEA receiving Equity Multiplier funds must also consult with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

### Complete the table as follows:

#### Educational Partners

Identify the applicable educational partner(s) or group(s) that were engaged in the development of the LCAP.

#### Process for Engagement

Describe the engagement process used by the LEA to involve the identified educational partner(s) in the development of the LCAP. At a minimum, the LEA must describe how it 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.
- An LEA receiving Equity Multiplier funds must also include a summary of how it consulted with educational partners at schools generating Equity Multiplier funds in the development of the LCAP, specifically, in the development of the required focus goal for each applicable school.

A description of how the adopted LCAP was influenced by the feedback provided by educational partners.



Describe any goals, metrics, actions, or budgeted expenditures in the LCAP that were influenced by or developed in response to the educational partner feedback.

- 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. 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.
- An LEA receiving Equity Multiplier funds must include a description of how the consultation with educational partners at schools generating Equity Multiplier funds influenced the development of the adopted LCAP.
- For the purposes of this prompt, this may also include, but is 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 target 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 students
  - Analysis of effectiveness of the specific actions to achieve the goal
  - Analysis of material differences in expenditures
  - Analysis of changes made to a goal for the ensuing LCAP year based on the annual update process
  - Analysis 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 must 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 must 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. As previously stated, 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, and to address and reduce disparities in opportunities and outcomes between student groups indicated by the Dashboard.

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.
  - All Equity Multiplier goals must be developed as focus goals. For additional information, see Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding below.
- **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.

### Requirement to Address the LCFF State Priorities

At a minimum, the LCAP must address all LCFF priorities and associated metrics articulated in *EC* sections 52060(d) and 52066(d), as applicable to the LEA. The [LCFF State Priorities Summary](#) provides a summary of *EC* sections 52060(d) and 52066(d) to aid in the development of the LCAP.

Respond to the following prompts, as applicable:

#### Focus Goal(s)

##### 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.

##### Type of Goal

Identify the type of goal being implemented as a Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An 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.

### **Required Focus Goal(s) for LEAs Receiving Equity Multiplier Funding**

#### **Description**

LEAs receiving Equity Multiplier funding must include one or more focus goals for each school generating Equity Multiplier funding. In addition to addressing the focus goal requirements described above, LEAs must adhere to the following requirements.

Focus goals for Equity Multiplier schoolsites must address the following:

- (A) All student groups that have the lowest performance level on one or more state indicators on the Dashboard, and
- (B) Any underlying issues in the credentialing, subject matter preparation, and retention of the school’s educators, if applicable.
- Focus Goals for each and every Equity Multiplier schoolsite must identify specific metrics for each identified student group, as applicable.
- An LEA may create a single goal for multiple Equity Multiplier schoolsites if those schoolsites have the same student group(s) performing at the lowest performance level on one or more state indicators on the Dashboard or, experience similar issues in the credentialing, subject matter preparation, and retention of the school’s educators.
  - When creating a single goal for multiple Equity Multiplier schoolsites, the goal must identify the student groups and the performance levels on the Dashboard that the Focus Goal is addressing; or,
  - The common issues the schoolsites are experiencing in credentialing, subject matter preparation, and retention of the school’s educators, if applicable.

#### **Type of Goal**

Identify the type of goal being implemented as an Equity Multiplier Focus Goal.

State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

An 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.
- In addition to this information, the LEA must also identify:
  - The school or schools to which the goal applies

LEAs are encouraged to approach an Equity Multiplier goal from a wholistic standpoint, considering how the goal might maximize student outcomes through the use of LCFF and other funding in addition to Equity Multiplier funds.

- Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the Expanded Learning Opportunities Program (ELO-P), the Literacy Coaches and Reading Specialists (LCRS) Grant Program, and/or the California Community Schools Partnership Program (CCSPP).
- This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.

**Note:** *EC Section [42238.024\(b\)\(1\) \(California Legislative Information\)](#) requires that Equity Multiplier funds be used for the provision of evidence-based services and supports for students. Evidence-based services and supports are based on objective evidence that has informed the design of the service or support and/or guides the modification of those services and supports. Evidence-based supports and strategies are most commonly based on educational research and/or metrics of LEA, school, and/or student performance.*

## Broad 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.

### Type of Goal

Identify the type of goal being implemented as a Broad Goal.

### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

### An 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

### 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.

### Type of Goal

Identify the type of goal being implemented as a Maintenance of Progress Goal.

### State Priorities addressed by this goal.

Identify each of the state priorities that this goal is intended to address.

### An explanation of why the LEA has developed this goal.

Explain how the actions will sustain the progress exemplified by the related metrics.

## Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes.

- LEAs must identify metrics for specific student groups, as appropriate, including expected outcomes that address and reduce disparities in outcomes between student groups.
- 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 local indicator self-reflection tools within the Dashboard.
- **Required metrics for LEA-wide actions:** For each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section, however the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.
- **Required metrics for Equity Multiplier goals:** For each Equity Multiplier goal, the LEA must identify:
  - The specific metrics for each identified student group at each specific schoolsite, as applicable, to measure the progress toward the goal, and/or
  - The specific metrics used to measure progress in meeting the goal related to credentialing, subject matter preparation, or educator retention at each specific schoolsite.

Complete the table as follows:

Metric #
<ul style="list-style-type: none"> <li>• Enter the metric number.</li> </ul>
Metric
<ul style="list-style-type: none"> <li>• Identify the standard of measure being used to determine progress towards the goal and/or to measure the effectiveness of one or more actions associated with the goal.</li> </ul>
Baseline
<ul style="list-style-type: none"> <li>• Enter the baseline when completing the LCAP for 2024–25.</li> </ul>

- Use the most recent data associated with the 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 2023 Dashboard for the baseline of a metric only if that data represents the most recent available data (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.
- Indicate the school year to which the baseline data applies.
- The baseline data must remain unchanged throughout the three-year LCAP.
  - This requirement is not intended to prevent LEAs from revising the baseline data if it is necessary to do so. For example, if an LEA identifies that its data collection practices for a particular metric are leading to inaccurate data and revises its practice to obtain accurate data, it would also be appropriate for the LEA to revise the baseline data to align with the more accurate data process and report its results using the accurate data.
  - If an LEA chooses to revise its baseline data, then, at a minimum, it must clearly identify the change as part of its response to the description of changes prompt in the Goal Analysis for the goal. LEAs are also strongly encouraged to involve their educational partners in the decision of whether or not to revise a baseline and to communicate the proposed change to their educational partners.
- Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a new baseline each year, as applicable.

### Year 1 Outcome

- When completing the LCAP for 2025–26, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may provide the Year 1 Outcome when completing the LCAP for both 2025–26 and 2026–27 or may provide the Year 1 Outcome for 2025–26 and provide the Year 2 Outcome for 2026–27.

### Year 2 Outcome

- When completing the LCAP for 2026–27, enter the most recent data available. Indicate the school year to which the data applies.
  - Note for Charter Schools: Charter schools developing a one-year LCAP may identify the Year 2 Outcome as not applicable when completing the LCAP for 2026–27 or may provide the Year 2 Outcome for 2026–27.

### Target for Year 3 Outcome

- When completing the first year of the LCAP, enter the target outcome for the relevant metric the LEA expects to achieve by the end of the three-year LCAP cycle.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP may identify a Target for Year 1 or Target for Year 2, as applicable.

**Current Difference from Baseline**

- When completing the LCAP for 2025–26 and 2026–27, enter the current difference between the baseline and the yearly outcome, as applicable.
  - Note for Charter Schools: Charter schools developing a one- or two-year LCAP will identify the current difference between the baseline and the yearly outcome for Year 1 and/or the current difference between the baseline and the yearly outcome for Year 2, as applicable.

Timeline for school districts and COEs for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Target for Year 3 Outcome	Current Difference from Baseline
Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2025–26</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2026–27</b> . Leave blank until then.	Enter information in this box when completing the LCAP for <b>2024–25</b> or when adding a new metric.	Enter information in this box when completing the LCAP for <b>2025–26</b> and <b>2026–27</b> . Leave blank until then.

**Goal Analysis:**

Enter the LCAP Year.

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective towards achieving the goal. “Effective” means the degree to which the planned actions were successful in producing the target result. Respond to the prompts as instructed.

**Note:** When completing the 2024–25 LCAP, use the 2023–24 Local Control and Accountability Plan Annual Update template to complete the Goal Analysis and identify the Goal Analysis prompts in the 2024–25 LCAP as “Not Applicable.”

A description of overall implementation, including any substantive differences in planned actions and actual implementation of these actions, and any relevant challenges and successes experienced with implementation.

- Describe the overall implementation of the actions to achieve the articulated goal, including relevant challenges and successes experienced with implementation.
  - Include a discussion of relevant challenges and successes experienced with the implementation process.
  - This discussion 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.

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.



- 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.

A description of the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal.

- Describe the effectiveness or ineffectiveness of the specific actions to date in making progress toward the goal. “Effectiveness” means the degree to which the actions were successful in producing the target result and “ineffectiveness” means that the actions did not produce any significant or targeted result.
  - 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.
  - Beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period.

A description of any changes made to the planned goal, metrics, target outcomes, or actions for the coming year that resulted from reflections on prior practice.

- 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.
  - As noted above, beginning with the development of the 2024–25 LCAP, the LEA must change actions that have not proven effective over a three-year period. For actions that have been identified as ineffective, the LEA must identify the ineffective action and must include a description of the following:
    - The reasons for the ineffectiveness, and
    - How changes to the action will result in a new or strengthened approach.

**Actions:**

Complete the table as follows. Add additional rows as necessary.

Action #

- Enter the action number.

Title

- Provide a short title for the action. This title will also appear in the action tables.

## Description

- Provide a brief description of the action.
  - For actions that contribute to meeting the increased or improved services requirement, the LEA may include an explanation of how each action is principally directed towards and effective in meeting the LEA's goals for unduplicated students, as described in the instructions for the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.
  - As previously noted, for each action identified as 1) contributing towards the requirement to increase or improve services for foster youth, English learners, including long-term English learners, and low-income students and 2) being provided on an LEA-wide basis, the LEA must identify one or more metrics to monitor the effectiveness of the action and its budgeted expenditures.
  - These required metrics may be identified within the action description or the first prompt in the increased or improved services section; however, the description must clearly identify the metric(s) being used to monitor the effectiveness of the action and the action(s) that the metric(s) apply to.

## Total Funds

- Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the action tables.

## Contributing

- Indicate whether the action contributes to meeting the increased 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 contributing action, the LEA will need to provide additional information in the Increased or Improved Services section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496 in the Increased or Improved Services section of the LCAP.

**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.

## Required Actions

- LEAs with 30 or more English learners and/or 15 or more long-term English learners must include specific actions in the LCAP related to, at a minimum:
  - Language acquisition programs, as defined in *EC* Section 306, provided to students, and
  - Professional development for teachers.

- If an LEA has both 30 or more English learners and 15 or more long-term English learners, the LEA must include actions for both English learners and long-term English learners.
- LEAs eligible for technical assistance pursuant to *EC* sections 47607.3, 52071, 52071.5, 52072, or 52072.5, must include specific actions within the LCAP related to its implementation of the work underway as part of technical assistance. The most common form of this technical assistance is frequently referred to as Differentiated Assistance.
- LEAs that have Red Dashboard indicators for (1) a school within the LEA, (2) a student group within the LEA, and/or (3) a student group within any school within the LEA must include one or more specific actions within the LCAP:
  - The specific action(s) must be directed towards the identified student group(s) and/or school(s) and must address the identified state indicator(s) for which the student group or school received the lowest performance level on the 2023 Dashboard. Each student group and/or school that receives the lowest performance level on the 2023 Dashboard must be addressed by one or more actions.
  - These required actions will be effective for the three-year LCAP cycle.

## 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 as defined in *EC* Section 42238.02 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.

Please Note: For the purpose of meeting the Increased or Improved Services requirement and consistent with *EC* Section 42238.02, long-term English learners are included in the English learner student group.

### Statutory Requirements

An LEA is required to demonstrate in its LCAP how it is increasing or improving services for its students who are foster youth, English learners, and/or low-income, collectively referred to as unduplicated students, as compared to the services provided to all students in proportion to the increase in funding it receives based on the number and concentration of unduplicated students in the LEA (*EC* Section 42238.07[a][1], *EC* Section 52064[b][8][B]; 5 *CCR* Section 15496[a]). This proportionality percentage is also known as the “minimum proportionality percentage” or “MPP.” The manner in which an LEA demonstrates it is meeting its MPP is two-fold: (1) through the expenditure of LCFF funds or through the identification of a Planned Percentage of Improved Services as documented in the Contributing Actions Table, and (2) through the explanations provided in the Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students section.

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 identified in the Goals and Actions section as contributing to the increased or improved services requirement, whether they are provided across the entire LEA (LEA-wide action), provided to an entire school (Schoolwide action), or solely provided to one or more unduplicated student group(s) (Limited action).

Therefore, for *any* action contributing to meet the increased or improved services requirement, the LEA must include an explanation of:

- How the action is increasing or improving services for the unduplicated student group(s) (Identified Needs and Action Design), and
- How the action meets the LEA's goals for its unduplicated pupils in the state and any local priority areas (Measurement of Effectiveness).

### LEA-wide and Schoolwide Actions

In addition to the above required explanations, LEAs must provide a justification for why an LEA-wide or Schoolwide action is being provided to all students and how the action is intended to improve outcomes for unduplicated student group(s) as compared to all 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 increased or improved services standard because enrolling students is not the same as serving students.

### For School Districts Only

Actions provided on an **LEA-wide** basis at **school districts with an unduplicated pupil percentage of less than 55 percent** must also include a description of how the actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions provided on a **Schoolwide** basis for **schools with less than 40 percent enrollment of unduplicated pupils** must also include a description of how these actions are the most effective use of the funds to meet the district's goals for its unduplicated pupils in the state and any local priority areas. The description must provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

## Requirements and Instructions

Complete the tables as follows:

### Total 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 foster youth, English learner, and low-income students. This amount includes the Additional 15 percent LCFF Concentration Grant.

**Projected Additional 15 percent LCFF Concentration Grant**

- 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 LEA's 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:**

**LEA-wide and Schoolwide Actions**

For each action being provided to an entire LEA or school, provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) for whom the action is principally directed, (2) how the action is designed to address the identified need(s) and why it is being provided on an LEA or schoolwide basis, and (3) the metric(s) used to measure the effectiveness of the action in improving outcomes for the unduplicated student group(s).

If the LEA has provided this required description in the Action Descriptions, state as such within the table.

Complete the table as follows:

**Identified Need(s)**

Provide an explanation of the unique identified need(s) of the LEA's unduplicated student group(s) for whom the action is principally directed.

An LEA demonstrates how an action is principally directed towards an unduplicated student group(s) when the LEA explains the need(s), condition(s), or circumstance(s) of the unduplicated student group(s) identified through a needs assessment and how the action addresses them. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

**How the Action(s) are Designed to Address Need(s) and Why it is Provided on an LEA-wide or Schoolwide Basis**

Provide an explanation of how the action as designed will address the unique identified need(s) of the LEA’s unduplicated student group(s) for whom the action is principally directed and the rationale for why the action is being provided on an LEA-wide or schoolwide basis.

- As stated above, 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 increased or improved services standard because enrolling students is not the same as serving students.

**Metric(s) to Monitor Effectiveness**

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

**Note for COEs and Charter Schools:** In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

**Limited Actions**

For each action being solely provided to one or more unduplicated student group(s), provide an explanation of (1) the unique identified need(s) of the unduplicated student group(s) being served, (2) how the action is designed to address the identified need(s), and (3) how the effectiveness of the action in improving outcomes for the unduplicated student group(s) will be measured.

If the LEA has provided the required descriptions in the Action Descriptions, state as such.

Complete the table as follows:

**Identified Need(s)**

Provide an explanation of the unique need(s) of the unduplicated student group(s) being served identified through the LEA’s needs assessment. A meaningful needs assessment includes, at a minimum, analysis of applicable student achievement data and educational partner feedback.

**How the Action(s) are Designed to Address Need(s)**

Provide an explanation of how the action is designed to address the unique identified need(s) of the unduplicated student group(s) being served.

## Metric(s) to Monitor Effectiveness

Identify the metric(s) being used to measure the progress and effectiveness of the action(s).

For any limited 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, as applicable.

- For each action with an identified Planned Percentage of Improved Services, identify the goal and action number and describe the methodology that was used.
- 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, based on the LEA's current pay scale, 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 Total Planned Expenditures Table and then convert the quotient to a percentage. This percentage is the Planned Percentage of Improved Services for the action.

## Additional Concentration Grant Funding

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 a single-school LEA or 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 Total Planned Expenditures 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 Total Planned Expenditures Table, the Annual Update Table, the Contributing Actions Annual Update Table, and the LCFF Carryover 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 2024–25 LCAP, 2024–25 will be the coming LCAP Year and 2023–24 will be the current LCAP Year.

## Total Planned Expenditures Table

In the Total Planned Expenditures 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 estimated LCFF entitlement for the coming school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic Recovery Target allowances for school districts, and County Operations Grant for COEs.

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

- **2. Projected LCFF Supplemental and/or Concentration Grants:** Provide the total amount of LCFF supplemental and concentration grants estimated 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 requirement; OR, type “No” if the action is **not** included as contributing to meeting the increased or improved services requirement.
- 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.
  - **Note:** Equity Multiplier funds must be included in the “Other State Funds” category, not in the “LCFF Funds” category. As a reminder, Equity Multiplier funds must be used to supplement, not supplant, funding provided to Equity Multiplier schoolsites for purposes of the LCFF, the ELO-P, the LCRS, and/or the CCSPP. This means that Equity Multiplier funds must not be used to replace funding that an Equity Multiplier schoolsite would otherwise receive to implement LEA-wide actions identified in the LEA’s LCAP or that an Equity Multiplier schoolsite would otherwise receive to implement provisions of the ELO-P, the LCRS, and/or the CCSPP.
- **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, based on the LEA’s current pay scale, 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 Services 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 estimated based on 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 estimated LCFF Target Entitlement for the current school year, excluding the supplemental and concentration grants and the add-ons for the Targeted Instructional Improvement Block Grant program, the former Home-to-School Transportation program, and the Small School District Transportation program, pursuant to 5 CCR Section 15496(a)(8). Note that the LCFF Base Grant for purposes of the LCAP also includes the Necessary Small Schools and Economic

Recovery Target allowances for school districts, and County Operations Grant for COEs. See *EC* sections 2574 (for COEs) and 42238.02 (for school districts and charter schools), as applicable, for LCFF entitlement calculations.

- **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 plus 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  
November 2023





# LCAP Public Hearing

**Presenter(s): Alton Nelson and Dr. Tameka Jackson**

**Date: 5/6/24**

Powered by BoardOnTrack



*Learn. Graduate. Give Back.*





# Guiding Questions

- **Are there any opportunities that you see for us to include in our new goals and actions?**
- **Are our 3-year metric goals realistic?**
- **Is our new LCAP reflective of the direction MWA is going?**

# Annual Update





# Successes

## Action 2.1 - ELD Data Analysis and Implementation of Success Metrics

- **Students received EL progress reports** to track their progress towards reclassification
- **Teachers were provided with EL data** and aligned designated supports.
- With an ELPI rating of 59.7% MWA **met and exceeded our goal.**

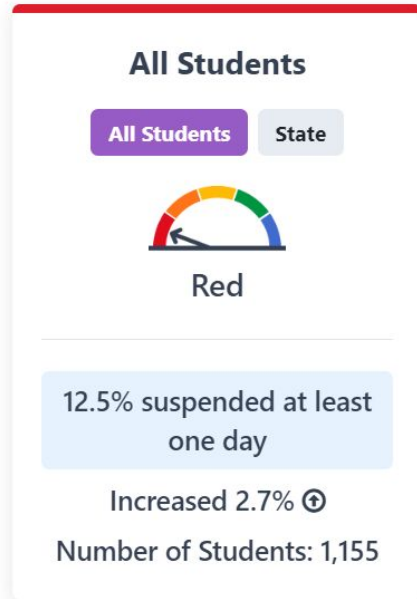
## Action 5.1 - Attendance Messaging and Consistent Practice / Action 6.7 - Behavior Data System:

- **Data is shown daily on TVs throughout the school**
- **2023-24 school year has made progress** in ADA and Chronic Absenteeism compared to the past few years
- Kickboard gives Deans **access to data on referrals for more insight on the holistic student** (Training for staff with Kickboard is still needed – Reflected in the new LCAP)

**Data assessment will continue to be a focus in the new LCAP**



# Challenges



## Students were suspended for:

- Possession and/or distribution of drugs
- Possession of weapons
- Fighting
- Discriminatory/racist language and acts

Students with Disabilities were suspended at a higher rate when compared to General Education students

2019-20	2020-21	2021-22	2022-23	2023-24
5.9%	— Distance Learning	9.8%	12.5%	11%* *as of 3/14

**Multiple actions in our new LCAP were made to address this.**



# New LCAP



# Goals



# Aligning LCAP and WASC

- 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 **WASC Goals** have been aligned with the 8 LCFF state priorities required in the LCAP.



# 3 LCAP/WASC Goals

## 1

### Support for All Learners

*Develop and refine vertically-aligned programs to support all learners.*

LCFF State Priorities:



### Old LCAP Goals:

- 1 - Basic Conditions
- 2 - Academic Standards
- 8 - Academic Growth

## 2

### College & Career Readiness

*Refine holistic support for college and career readiness that build all students' capacity for graduation and success beyond high school.*

LCFF State Priorities:



### Old LCAP Goals:

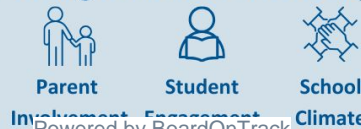
- 4 - College and Career Readiness
- 7 - Course Access

## 3

### Diversity, Equity, & 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.*

LCFF State Priorities:



### Old LCAP Goals:

- 3 - Family Partnerships
- 5 - Student Engagement
- 6 - School Climate



# Metrics and Actions



# LCAP/WASC Goal 1

Addresses LCFF State Priorities: 1 (Basic Services), 2 (State Standards), 4 (Student Achievement), 7 (Course Access), and 8 (Student Outcomes)

Goal Creation and Monitoring Lead by Dr. Tameka Jackson

## Support for All Learners

*Action 1: Enhancing Instructional Capacity and Professional Growth*

*Action 2: Strengthening Tier 1 Instruction and Differentiation*

*Action 3: Enhancing Progress Monitoring and Data Analysis*

*Action 4: Improve Academic Outcomes for Special Education Students*

*Action 5: Enhancing the Learning Environment for English Learners through Staff PD*

*Action 6: Language Acquisition Program*

## Associated Metrics Include:

### 1.1 Teacher credentials and assignments

- **Baseline:** 56.06%
- **3-Year Goal:** 70%

### 1.7 EL Reclassification Rate

- 18%, on track to hit goal of 20% by EOY
- **3-Year Goal:** 25%

### 1.8 ELPI

- **Baseline:** 59.70%
- **3-Year Goal:** 63%



# LCAP/WASC Goal 2

Addresses LCFF State Priorities: 4 (Student Achievement), 7 (Course Access), and 8 (Student Outcomes)

Goal Creation and Monitoring Lead by Dr. Arika Spencer-Brown

## College and Career Readiness

*Action 1: Vertically Aligned Systems for Seamless College and Career Support*

*Action 2: College and Career Pathway Scope and Sequence*

*Action 3: Graduation Pathways*

### Associated Metrics Include:

#### 2.3 Graduation Rate (5-Year)

- **Baseline:** 90.0%
- **3-Year Goal:** 95%

#### 2.7 Percent identified as prepared on CCI

- **Baseline:** 54.7%
- **3-Year Goal:** 58%

#### 2.11 Number of Field Trips

- **New Metric**
- **3-Year Goal:** At least one College and Career Readiness field trip per grade



# LCAP/WASC Goal 3

Addresses LCFF State Priorities: 3 (Parent Involvement), 5 (Student Engagement), and 6 (School Climate)

Goal Creation and Monitoring Lead by Carrera Padilla

## Diversity Equity and Inclusion

**Action 1: Student Support Services for Students that are Suspended**

**Action 2: Integrated Family Engagement**

**Action 3: SWD Suspension Rate Reduction**

**Action 4: Increase in School Connectedness**

### Associated Metrics Include:

#### 3.5 School Climate Surveys (Safety)

- **Baseline:**
  - Middle School Students: 56%
  - Upper School Students: 54%
  - Parents: 88.9%
- **3-Year Goal:**
  - Middle School Students: 62%
  - Upper School Students: 60%
  - Parents: 93%

#### 3.6 School Climate Surveys (Connectedness)

- **Baseline:**
  - Middle School Students: 52%
  - Upper School Students: 43%
  - Parents: 87.5%
- **3-Year Goal:**
  - Middle School Students: 70%
  - Upper School Students: 70%
  - Parents: 90%

# Feedback





# Ed Partner Feedback

***"I like that there is a bit more emphasis in regards to teacher professional development and teacher observation/ feedback."***

## Common Inquiries:

- Why are our goals “Support for All Learners,” “College and Career Readiness,” and “Diversity, Equity, and Inclusion?”
- Why aren’t the actions more specific?
- Will MWA share the metrics used to track the success of our goals and actions?

*Written response addressing these points along with how feedback impacted goals, actions, and metrics will be shared at our last LCAP Advisory Group Meeting of the year on May 9, 2024 from 6:30 - 8pm. See ParentSquare for Zoom link.*

# Budget





# Total Planned Funding

	<i>Action 1</i>	<i>Action 2</i>	<i>Action 3</i>	<i>Action 4</i>	<i>Action 5</i>	<i>Action 6</i>	<i>Totals</i>
<b>Goal 1: Support for All Learners</b>	\$456,399	\$1,557,510	\$1,159,107	\$655,337	\$330,960	\$89,988	<b>\$4,249,301</b>
<b>Goal 2: College and Career Readiness</b>	\$975,741	\$2,127,225	\$937,754	—	—	—	<b>\$4,040,720</b>
<b>Goal 3: Diversity, Equity, and Inclusion</b>	\$813,767	\$522,409	\$435,054	\$675,327	—	—	<b>\$2,446,557</b>
							<b>Total Funds \$10,736,578</b>

*Note: This table reflects LCFF funds along with some state and some federal funding.*



# Closing





# Guiding Questions

- **Are there any opportunities that you see for us to include in our new goals and actions?**
- **Are our 3-year metric goals realistic?**
- **Is our new LCAP reflective of the direction MWA is going?**

# Coversheet

## EdCode Local Assignment Options List for 2024-2025

**Section:** III. Non-Action Items  
**Item:** C. EdCode Local Assignment Options List for 2024-2025  
**Purpose:** FYI  
**Submitted by:** Fe Campbell  
**Related Material:** EdCode Local Assignment Projections 2024-25.docx.pdf

### BACKGROUND:

Consistent with the Education Code and MWA's legal duty to employ teachers who 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 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 policy and procedures. More importantly, it will help decrease the "misassignment" of teachers in the annual CalSAAS reporting.



**Making Waves Academy**  
 4123 Lakeside Dr., Richmond, CA 94806  
 Phone: 510.262.1511 FAX: 510.262.1558  
[www.makingwavesacademy.org](http://www.makingwavesacademy.org)

### Education Code Local Assignment Option Projections 2024-2025

Committee on Assignment (CoA) for Making Waves Academy		
	Name, Title	Term
Lead	TBD, Assistant Principal	2024-2025 to 2025-2026
Primary	LaWanda Muhammad, Lead Teacher, Math	2024-2025 to 2025-2026
Primary	Masin Persina, Lead Teacher, ELA	2024-2025 to 2025-2026
Support/Approver	Tameka Jackson, Ed.D, MWA Principal	2024-2025 to 2025-2026

\*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 consider content expertise and professional experience at MWA. Member terms shall be two (2) academic years, subject to renewal. The Committee on Assignments conducts an assessment before the assignment begins in accordance with the applicable Education Code. 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.

\*HR will send CoA details to the County Office of Education in August.

**Edcode LOA outlook for 2024-2025 includes the following projections:**

Teacher First	Teacher Last	Course	Credential	Local Assignment Option	Unit Total	Ed Code	Status
Joshua	Amey	Math 7	MS General Subjects	Craven assessment conducted	n/a	<b>EC §44258.3</b>	<i>Projection</i>

# Coversheet

## Special Education Service Agreement with Layered Education

**Section:** IV. Action Items  
**Item:** A. Special Education Service Agreement with Layered Education  
**Purpose:** Vote  
**Submitted by:** Fe Campbell  
**Related Material:** MWA Service Agreement\_Layered Education\_SPED.pdf

### BACKGROUND:

During the Director of Special Education's maternity leave, MWA will contract with Glynis Shulters at Layered Education to provide consultation on special education compliance, coaching support, SPED program assessment, MTSS assessment, and professional development for SPED teachers in the upcoming school year.

### RECOMMENDATION:

Your approval of this service agreement with Layered Education will ensure compliance and continuity for the Special Education department, and aid in assessing improvements for SPED and MTSS.

### SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made on May 1, 2024 (the “Effective Date”), between Making Waves Academy (“Client”), with a principal place of business at 4123 Lakeside Dr., Richmond, CA 94806, and Glynis Shulters (DBA Layered Education) (“Service Provider”), with a principal place of business at 32776 Ruth Ct., Temecula, CA, 92592. Client and Service Provider are sometimes collectively referred to herein as the “Parties” and individually as a “Party”.

Whereas Client wishes to retain the services of Service Provider and the Service Provider agrees to provide Client the services, in accordance with the terms and conditions of this Agreement.

Therefore, it is agreed as follows:

1. Services.

1.1. The Client hereby retains the Service Provider to perform the following services (“the Services”):

<b>Assessment of Special Education Program*</b>	<p>Assessment includes:</p> <ul style="list-style-type: none"> <li>• One 60 minute alignment meeting with leadership team on data to focus on</li> <li>• Review of currently available compliance data:                             <ul style="list-style-type: none"> <li>▪ Procedural (ie: timelines, service tracking etc.)</li> <li>▪ Substantive (ie: spot check IEP content for quality of present levels, goals, etc.)</li> </ul> </li> <li>• Review of currently available outcome data for students with disabilities:                             <ul style="list-style-type: none"> <li>▪ Grades</li> <li>▪ Discipline</li> <li>▪ SBAC</li> <li>▪ Graduation rates</li> <li>▪ Universal screener growth</li> <li>▪ Benchmark assessments</li> </ul> </li> </ul> <p>*The final decision on what data to include will be made in collaboration with the school site. The above are intended as examples of data that can be included</p> <ul style="list-style-type: none"> <li>• Empathy interviews:                             <ul style="list-style-type: none"> <li>▪ Site leadership</li> <li>▪ General Education Teachers</li> <li>▪ Special Education Teachers</li> <li>▪ Support Staff (ie: Para-professionals, service providers, etc.)</li> <li>▪ Students</li> <li>▪ Parents</li> <li>▪ Community Members</li> </ul> </li> </ul> <p>*The final decision on who to include in interviews will be made in collaboration with the school site. The above are intended as examples of interviews that are typically recommended.</p> <ul style="list-style-type: none"> <li>• Assessment report                             <ul style="list-style-type: none"> <li>▪ Assessment results</li> <li>▪ Summary of findings</li> <li>▪ Asset summary</li> <li>▪ Recommendations and resources to enhance program</li> </ul> </li> </ul>
---	---

	<ul style="list-style-type: none"> <li>• One 60 minute debrief with school leadership team</li> </ul> <p>*All services are provided virtually</p>
--	---

<p><b>Assessment of Multi-Tiered System of Support*</b></p>	<p>Assessment includes:</p> <ul style="list-style-type: none"> <li>• One 60 minute alignment meeting with leadership team on data to focus on</li> <li>• Review of currently available MTSS Data:             <ul style="list-style-type: none"> <li>i) Fidelity of implementation data</li> <li>ii) Progress monitoring data for students receiving interventions</li> </ul> </li> <li>• Review of currently available outcome data for campus:             <ul style="list-style-type: none"> <li>i) Grades</li> <li>ii) Discipline</li> <li>iii) SBAC</li> <li>iv) Graduation rates</li> <li>v) Universal screener growth</li> <li>vi) Benchmark assessments</li> </ul> <p>*The final decision on what data to include will be made in collaboration with the school site. The above are intended as examples of data that can be included</p> </li> <li>• Empathy interviews:             <ul style="list-style-type: none"> <li>i) Site leadership</li> <li>ii) General Education Teachers</li> <li>iii) Special Education Teachers</li> <li>iv) Support Staff (ie: Para-professionals, service providers, etc.)</li> <li>v) Students</li> <li>vi) Parents</li> <li>vii) Community Members</li> </ul> <p>*The final decision on who to include in interviews will be made in collaboration with the school site. The above are intended as examples of interviews that are typically recommended.</p> </li> <li>• Assessment report             <ul style="list-style-type: none"> <li>i) Assessment results</li> <li>ii) Summary of findings</li> <li>iii) Asset summary</li> <li>iv) Recommendations and resources to enhance program</li> </ul> </li> <li>• One 60 minute debrief with school leadership team</li> </ul> <p>*All services are provided virtually</p>
---	--

<p><b>Bank of Hours for Ongoing Consultation and Coaching to Support *</b></p>	<p>Bank of 188 hours (billed at \$200/hourly rate) that are used to support the school campus with ongoing special education consultation and MTSS development. The hours can be used as needed for the following tasks:</p> <ul style="list-style-type: none"> <li>▪ Transition coaching and support prior to Director’s leave and upon Director’s return</li> <li>▪ Collaboration and consultation with school leadership team</li> <li>▪ Monitoring compliance</li> <li>▪ IEP Management system maintenance</li> <li>▪ Teacher consultations and coaching around IEP compliance (including draft IEP review)</li> <li>▪ Meeting SELPA requirements (reporting, meeting attendance etc.)</li> </ul>
--	---

	<ul style="list-style-type: none"> <li>▪ Statewide testing coordination support</li> <li>▪ ESY coordination support</li> <li>▪ Consultations on SY24-25 schedule, caseloads, space, materials needed, etc.</li> <li>▪ Consulting on high needs cases</li> <li>▪ Support with contract renewals</li> <li>▪ MTSS implementation coaching and consultations</li> </ul> <p>*All services are provided virtually.</p>
<p><b>Four Full In Person Professional Development Days</b></p>	<p>Professional Development includes:</p> <ul style="list-style-type: none"> <li>▪ Creation of professional development content for <b>four six hour</b> sessions of professional development</li> <li>▪ <b>Four</b> one hour planning and alignment meetings prior to content delivery</li> <li>▪ <b>Two</b> revisions of professional development content</li> <li>▪ Facilitation of <b>four six hour</b> professional development sessions</li> <li>▪ Set up and take down of professional development</li> <li>▪ One hour debrief session</li> <li>▪ All materials expenses included</li> </ul>
<p><b>Travel Fee</b></p>	<p>Travel Fee includes:</p> <ul style="list-style-type: none"> <li>▪ Round trip airfare</li> <li>▪ Airport parking</li> <li>▪ Ground transportation to and from airport and to and from school site</li> <li>▪ Lodging for four nights (billed at the federal per diem rate)</li> <li>▪ Meal expenses for three days (billed at the M&amp;IE federal per diem rate)</li> <li>▪ Meal expenses for the first and last day of travel (billed at the M&amp;IE federal per diem rate)</li> <li>▪ Travel time fee (two ½ days)</li> </ul>

\*Denotes services that are provided virtually.

- 1.2. Service Provider shall have no obligation to perform any additional or modified Services until an Amended Services Agreement with the additional or modified Services has been agreed upon and signed by Service Provider.
- 1.3. Subcontractors. Client acknowledges and agrees that Service Provider, at its sole discretion, may use subcontractors and consultants to perform some or all of the Services to be provided under this Agreement. In the event Service Provider utilizes subcontractors or consultants to perform any of the Services, Service Provider shall remain responsible to Client for performance under this Agreement.
2. Term. This Agreement will become effective on the Effective Date and will continue in effect from May 1, 2024-September 30, 2024, or until the completion of the Services, whichever occurs first, unless terminated earlier as provided in this Agreement (the “Initial Term”). Should Client be unable to use all hours by the end of the initial term, Client shall notify the Service Provider within 15 days prior to the end of the Initial Term, and amended agreement can be created to extend the service window for up to 30 days past the Initial Term. Should Service Provider continue to provide Services



after the Initial Term, this Agreement shall automatically continue for additional one-month terms (each a “Renewal Term”) unless, not less than 30 days prior to the end of the Initial Term or 15 days prior to the end of the Renewal Term, either Party notifies the other of its intent not to renew the Agreement. The Initial Term and Renewal Terms, if any, are collectively referred to as the “Term.”

3. Termination.

3.1. Service Provider may terminate this Agreement, with or without cause, with thirty (30) days’ notice to the Client. Either Party may terminate this Agreement immediately if the other Party breaches this Agreement. Upon an early termination, Service Provider shall receive a pro-rated payment for Services actually rendered, prior to the termination date.

3.2. Upon termination or expiration of this Agreement, or successful completion of the Services to be provided under this Agreement, the Parties will deliver to the other Party any of the other Party’s confidential information or other property and material in their possession or control, including notes, documents, and tools.

4. Compensation and Expenses.

4.1. In full consideration for the Services described in this Agreement to be performed by Service Provider, Client agrees to pay Service Provider

Proposal Summary		Hr/Unit	Fee \$
1	Assessment of Special Education Program	1 /Unit	\$6,500
2	Assessment of Multi-Tiered System of Support	1/Unit	\$6,500
3	Ongoing consultations for special education and MTSS program maintenance and development	188 Hours*	\$37,6000
4	Six Hour Professional Development Sessions	4	\$14,000
5	Travel Fee (includes all travel expenses)		\$3,543
<b>Sub-Total</b>			<b>\$68,143.00</b>
<b>Grand Total</b>			<b>\$68,143.00</b>

\*For hourly services, the total hourly base rate is billed at \$200/hour.

4.2. Payments will be made in the following manner:

Payment should be made through ACH Payment:

<b>Name</b>	Glynis Shulters
<b>Address</b>	32776 Ruth Ct., Temecula, CA, 92592
<b>Email Address</b>	<a href="mailto:Glynis.shulters@layered-education.com">Glynis.shulters@layered-education.com</a>
<b>Beneficiary Bank Name</b>	Chase

<b>ACH Routing Number</b>	322271627
<b>Account Number</b>	874907915
<b>Account Name</b>	Business Complete

The Service Provide shall submit an invoice to the Client via email. The Client agrees to pay the Service Provider in four installments of the total cost:

- First payment: \$17,035.75 due on or before June 1, 2024
- Second payment: \$17,035.75 due on or before July 1, 2024
- Third payment: \$17,035.75 due on or before August 1, 2024
- Fourth payment: \$17,035.75 due on or before September 1, 2024

4.3. Client will be responsible for all expenses incurred in performing the Services under this Agreement, including Service Provider’s Travel Fees and Expenses.

Late Payments. If any payment is not paid when due, Service Provider reserves the right to pause or stop services until the outstanding payment has been made in full. In the event that Client does not make full and complete payment within seven (7) days of the date the payments are due, Service Provider has the right to impose a 5% penalty this penalty is in addition to any other remedy that might be available to Service Provider.

5. **Client Cooperation.** Client agrees to comply with all reasonable requests of Service Provider and shall provide Service Provider and its personnel with access to all documents and facilities as may be reasonably necessary for the performance of the services under this Agreement and will promptly communicate with Service Provider during the Term of this Agreement.

6. Independent Contractor Relationship.

6.1. **Not an Employee.** Service Provider enters into this Agreement and will remain throughout the term of this Agreement, as an independent contractor. Service Provider agrees that neither Service Provider nor any Service Provider personnel is or will become an employee, partner, agent, or principal of Client while this Agreement is in effect. This Agreement does not in any way create any type of partnership, association, joint venture, or other business relationship between the Parties. Service Provider agrees neither Service Provider nor any of Service Provider’s personnel shall be entitled to the rights or benefits afforded to Client’s employees, including but not limited to, disability or unemployment insurance, workers’ compensation, medical or life insurance, sick leave, compensation time, overtime, retirement or holiday benefits, vacation time, profit sharing, bonuses, or any other employment benefit. Service Provider is responsible for providing, at Service Provider’s own expense, disability, unemployment, and other insurance, workers’ compensation, training, permits, licenses, and any other requirement for Service Provider and for Service Provider’s employees and subcontractors.

6.2. **Non-Exclusive Relationship.** The Parties acknowledge that this is a non-exclusive Agreement, and that Service Provider may represent, perform services for, and contract with other additional Clients persons, or companies as Service Provider, in her sole discretion, sees fit, provided those services do not pose a direct conflict of interest with the Services performed for Client.

6.3. **Method of Performing Services.** Service Provider will determine the method, details, and means of performing the Services. Service Provider may perform the Services under this Agreement at

any suitable time and location Service Provider chooses. Service Provider will use its own resources, such as supplies, equipment, tools, and materials to complete the Services, unless necessity requires the use of Client's resources and premises as those requirements are defined in this Agreement.

- 6.4. Service Provider shall, at its own expense, perform her obligations hereunder in compliance with all applicable laws and regulations. It shall be the responsibility of the Client to pay for any necessary licenses, permits, insurance and approvals, or other expenses as may be necessary for the performance of the Services under this Agreement, unless otherwise specified in writing and agreed to by the Service Provider.
- 6.5. Nothing in this Agreement shall be construed to give Service Provider or any of Service Provider's personnel any authority to (1) represent that such person is an employee of Client, (2) to bind Client with respect to contracts or representations or any other matters, or (3) to represent Client before any Court or government or regulatory. Authority without the express written authorization of client.
7. Payment of Taxes and Fees. Service Provider is solely responsible for paying any and all taxes, including estimated taxes, incurred because of the compensation paid by Client to Service Provider for Services under this Agreement. This includes but is not limited to any federal, state or local income taxes, social security or unemployment tax, or any other taxes.
8. No Workers' Compensation or Unemployment Insurance Benefits.
  - 8.1. **Service Provider is not entitled to workers' compensation benefits and is obligated to pay federal and state income tax on any moneys earned pursuant to Service Provider's contractual relationship with Client.** Service Provider agrees to provide workers' compensation insurance for Service Provider's employees and agents and agrees to defend, hold harmless and indemnify Client for all claims arising out of any injury, disability, or death of any of Service Provider's employees or agents.
  - 8.2. **Service Provider is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Service Provider or another entity.** The Service Provider is obligated to pay federal and state income tax on any moneys paid pursuant to Service Provider's contractual relationship with Client. Service Provider agrees to provide unemployment insurance benefits for Service Provider's employees as required by law, and agrees to defend, hold harmless and indemnify Client for any and all unemployment claims the Service Provider's employees or agents make against Client.
9. Confidential Information.
  - 9.1. Confidential Information. The Parties acknowledge that by reason of their relationship to the other hereunder, each may disclose or provide access (the "Disclosing Party") to the other Party (the "Receiving Party") certain Confidential Information. "Confidential Information" shall mean (a) information concerning the Parties' products, business and operations including, but not limited to, information relating to business plans, financial records, customer lists, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, trade secrets, procedures, technical advice or knowledge, contractual agreements, pricing, procedures, distribution

methods, inventories, marketing strategies and interests, data, designs, drawings, or other intellectual property, of the Party and its affiliates that may be at any time furnished, communicated or delivered by the Disclosing Party to the Receiving Party, whether in oral, tangible, electronic or other form; (b) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (c) information acquired during any tours of or while present at a Party's facilities; and (d) all other non-public information provided by the Disclosing Party hereunder. In no event shall Service Provider's use or disclosure of information regarding or relating to the development, improvement, or use of any of Service Provider's products be subject to any limitation or restriction. All Confidential Information shall remain the property of the Disclosing Party.

- 9.2. Use of Confidential Information. The Receiving Party will maintain the Disclosing Party's confidential information in the strictest confidence, and will not disclose it, or allow it to be disclosed, by any means to any person except with the Disclosing Party's prior, written approval, and only to the extent necessary to perform the Services under this Agreement. The Receiving Party shall always remain responsible for breaches of this Agreement arising from the acts of its employees, subcontractors, consultants, and representatives. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement and agrees not to use the Disclosing Party's Confidential Information for any other purpose or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.
- 9.3. Required Disclosures. If the Receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, the Receiving Party shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and Receiving Party shall reasonably assist disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.
- 9.4. Exceptions. Confidential Information does not include information that: (a) was lawfully in Receiving Party's possession before receipt from Disclosing Party; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (c) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (d) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal or contractual obligation, or (e) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- 9.5. Unauthorized Use. If the Receiving Party discovers that any Confidential Information has been used, disseminated, or accessed in violation of this Agreement, the Receiving Party will immediately notify the Disclosing Party; take all commercially reasonable actions available to minimize the impact of the use, dissemination or publication; and take all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the other Party's confidential

information may result in irreparable harm to Client for which there may be no adequate remedy at law. In such event Client shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.

- 9.6. Return of Confidential Information. The Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within 15 days following the expiration or termination of this Agreement. Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for 1 year after the expiration or termination of this Agreement.
10. Ownership of Work Product. This is not a work-for-hire agreement. The copyright in all deliverables created as part of this Agreement shall belong to the Service Provider. All of Client's intellectual property shall remain the sole property of Client. No license to sell or distribute the other Party's intellectual property or work product is granted or implied.
11. Non-Solicitation. During the term of this Agreement and for a period of one year, thereafter, Client will not do, or cause anyone on Client's behalf to solicit or hire away any of Service Provider's employees or contractors that Client became aware of as a result of this Agreement.
12. Non-Disparagement. The Parties agree to refrain from making any public statements, whether written or oral, or encourage anyone else to make statements which defame or disparage the other Party.
13. Warranty.  
The Services to be performed hereunder are professional services and advice. Service Provider does not warrant in any form the results or achievements of the Services provided or the resulting work product and deliverables. Service Provider warrants that that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices. Service Provider shall comply with all statutes, ordinances, regulations, and laws of all international, federal, state, county, municipal or local governments applicable to performing the Services hereunder.

**LIMITATION OF WARRANTY.** THE WARRANTY SET FORTH IN THIS SECTION 3. IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. SERVICE PROVIDER DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE, OR AGAINST INFRINGEMENT. SERVICE PROVIDER SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THIRD PARTY VENDORS IDENTIFIED OR REFERRED TO THE CLIENT BY THE SERVICE PROVIDER DURING THE TERM OF THIS AGREEMENT, CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

14. LIMITATION OF LIABILITY.

EXCEPT FOR THE PARTIES CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT AND INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SUBJECT TO THE CLIENT'S OBLIGATION TO PAY THE FEES TO THE SERVICE PROVIDER, EACH PARTY'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIMS RELATING TO THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY THE CLIENT TO THE SERVICE PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THIS SECTION SHALL SURVIVE THE TERMINATION OF THE AGREEMENT.

NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

15. Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend and hold the other Party and its affiliates and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney's fees and court costs, arising out of the Indemnifying Party's (a) [gross] negligence or willful misconduct or (b) its material breach of any of the terms of this Agreement. The Indemnifying Party's liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability. The Party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement of the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.
16. Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotion, war, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, deemed to render performance of the Agreement impracticable or impossible under the law, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence. If Service Provider's performance is delayed over 30 days, Client may terminate this Agreement.
17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of California without regard to its conflicts of law principles. The Parties hereby agree that any action arising out of this Agreement will be brought solely in any state or federal court located

in Riverside County, California. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court.

18. Attorney's Fees. If either Party incurs any legal fees associated with the enforcement of this Agreement or any rights under this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and any court, arbitration, mediation, or other litigation expenses from the other Party.
19. Collection Expenses. If Service Provider incurs any costs, expenses, or fees, including reasonable attorney's fees and professional collection services fees, in connection with the collection or payment of any amounts due it under this Agreement, Client agrees to reimburse Service Provider for all such costs, expenses and fees.
20. Assignment. Service Provider may subcontract its obligations and rights to a third-party.
21. Severability. The invalidity of any part of this Agreement shall not be deemed to affect the validity of any other part of this Agreement. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect.
22. Waiver. No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.
23. Entire Agreement and Modification. This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation of any kind preceding the effective date of this Agreement. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties.
24. Counterparts. This Agreement may be executed by fax or email and in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others.
25. Notices. Any notices required to be given under this Agreement by either Party to the other shall be in writing and shall be transmitted either by (i) registered mail, (ii) certified mail, return receipt requested, or (iii) overnight mail (with all fees paid), addressed to the Party to be notified at the following address or to such other address or person as such Party shall specify by notice hereunder:

Client:

Attention: Making Waves Academy  
4123 Lakeside Drive, Richmond, CA, 94806

Service Provider:

Attention: Glynis Shulters | Layered Education  
32776 Ruth Ct., Temecula, CA, 92592  
[Glynis.shulters@layered-education.com](mailto:Glynis.shulters@layered-education.com)

The undersigned certify that they are designated authorized agents of their respective Party and that they are authorized to execute this Agreement on behalf of their respective Party and to bind it to this Agreement.

In witness whereof, the parties hereto have executed this Agreement on the date set forth below:

CLIENT, Making Waves Academy

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SERVICE PROVIDER, Glynis Shulters | Layered Education

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Coversheet

## CCCOE Teacher Induction Program MOU 2024-2025

**Section:** IV. Action Items  
**Item:** B. CCCOE Teacher Induction Program MOU 2024-2025  
**Purpose:** FYI  
**Submitted by:** Fe Campbell  
**Related Material:** MWA-CCCOE 24-25 TIP MOU.pdf

### BACKGROUND:

#### **Memorandum of Understanding (MOU) for the CCOE Induction Program**

This Memorandum of Understanding (MOU) establishes a partnership between the Contra Costa County Office of Education (CCCOE) Teacher Induction Program and Making Waves Academy for the upcoming 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, 2024 – June 30, 2025**

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 one of the primary contacts. The coordinator or liaison 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 will 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 D: 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 B 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 13, 2024**. Pay the balance of the amount by **March 28, 2025**. 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 goal-setting and inquiry designed and implemented solely for the teacher's professional growth and not for evaluation and/or employment purposes (See Exhibit C for Confidentiality Policy)
  - Individualized Learning Plan goals collaboratively developed by the teacher and mentor, in consultation with the site administrator, within the first 60 days of enrollment
  - Release time for mentor to attend all required professional development and to conduct required observations of the participating teacher
  - Ongoing formative assessment of participating teacher development
  - 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:
  - Mentor attendance at all mentor professional learning during the year
  - Individual coaching of mentors and other program-related personnel
  - Training and meetings for site administrators
  - Professional development for participating teachers
  - Online communication and coordination
  - Organize and coordinate program Mid-Year Reflection and End of Year Celebration/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 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**

District/Partner School Roles and Responsibilities
A. <a href="#">CCCOE Teacher Induction Program Coordinator</a> B. <a href="#">District/Partner School Coordinator</a> C. <a href="#">District/Partner School Liaison</a> a. <a href="#">Coordinator and Liaison Venn</a> D. <a href="#">Site Administrator</a>

**Exhibit B**

Program Service	Fee
Teacher Induction Participating Teacher	<ul style="list-style-type: none"> <li>● Traditional two-year pathway: \$2,250 per year</li> <li>● Early Completion Option (ECO) pathway: \$2,500</li> </ul> <p>The <b>non-refundable</b> registration fee of \$175 for each Participating Teacher added to the Teacher Induction projections list is included in this fee.</p> <p>The service fee is prorated for withdrawals prior to <b>November 1st</b> as follows:</p> <ol style="list-style-type: none"> <li>1. September: \$425 (registration included)</li> <li>2. October: \$675 (registration included)</li> </ol> <p><b>Full-service fee after November 1st.</b></p>
CCCOE Provided Mentor	<p style="text-align: center;">\$3,000 (Includes stipend + benefits)</p> <p>The service fee is prorated for <b>early withdrawals</b> at the 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 <b>six to twelve</b> program participants (total includes Participating Teachers <b>and</b> Mentors)</p> <p>Enrollment above <b>twelve</b> program participants (total includes Participating Teachers <b>and</b> Mentors) will require an addendum reflecting an additional service fee of <b>\$300 per candidate.</b></p>
CCCOE Facilitated Professional Development is available for Districts/Partner Schools <i>upon request</i>	<p style="text-align: center;">TBD</p> <p style="text-align: center;">(Art and Science of Mentoring, Foundations of Coaching, Coaching Cycles, Analysis of Student Work, Observation Cycles, Coaching toward Equity, Culturally Responsive Teaching, Teacher Resilience, etc)</p> <p>i.e. Foundations of Coaching</p> <ul style="list-style-type: none"> <li>● Individual: \$750</li> <li>● Groups of 6-29 paying together*: \$650 per participant</li> <li>● Group of 30 or more? Contact us for custom pricing</li> </ul>
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 C**

**CCCOE TIP Confidentiality Policy**

**Confidentiality Policy**

One of the basic principles underlying the CCCOE Teacher Induction Program is confidentiality. While TIP Mentors participate in assessing growth, 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. **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 better align the induction experience with district/partner school priorities. A “triad of communication” between the PT, mentor and site administrator can serve to optimize support and coordinate professional growth plans.

The ILP and other documents are the property of the PT for the purpose of completing credential requirements, not for evaluation. A District/Partner School Liaison may provide feedback to support your learning while still honoring confidentiality. PTs may choose, but are not required, to share any elements of the ILP with the administrator(s).

Participation, however, such as attendance at professional development seminars and meetings, and completion of Teacher Induction requirements are not confidential. They are documented within the CCCOE Teacher Induction Program database and can be made available for PTs, mentors, site administrators, district/partner school coordinators, and district/partner school liaisons.

For more information. See [Confidentiality Policy](#)

**Exhibit D**

**Participating Mentor/Teacher Ratio Guidelines**

The recommended ratio of participating teachers to mentors stated below is based on knowledge about learning to teach and knowledge of the level of support necessary to successfully assist participating teachers in maximizing successful teaching and meeting the induction standards.

Mentoring Role	Recommended Number of Participating Teachers
Full-time classroom teacher	<p style="text-align: center;">1-2</p> <p>Recommended Stipend: \$2,000 - 3,000 per teacher</p>
Partial release classroom teacher	<ul style="list-style-type: none"> <li>● 20% release supports 3 teachers</li> <li>● 40% release supports 6 teachers</li> <li>● 60% release supports 9 teachers</li> <li>● 80% release supports 12 teachers</li> </ul>

Full release mentors (assuming no other duties aside from induction mentoring)

13-15

Consider: required one hour a week of individualized support, release/prep time, observation/planning time, mentor experience, travel (multiple school locations)

### 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](mailto:mvandermeulen@cccoe.k12.ca.us) by **May 31, 2024**.

**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:** *(include area code)*

**Email Address:**

#### Designated TIP District/ Partner School Liaison/Lead Mentor

**Name of District/Partner School TIP Liaison:**

**District/Partner School Position/Title:**

**Phone Number:** *(include area code)*

**Email Address:**



## MOU Signatures of Agreement

Electronic signatures below are considered authorized by CCCOE TIP and the District/Partner School named above and relied upon to constitute a fully executed MOU.

### District/Partner School Authorized Signatory

<b>Name of District/Partner School Authorized Signatory:</b> <small>(Print the full name of the person signing below):</small>		
<b>District/Partner School Position/Title:</b>		
<b>Phone Number:</b> <i>(include area code)</i>		
<b>Email Address:</b>		
<b>Signature:</b>		<b>Date:</b>

Email **ALL** pages (pgs.1-8) of the signed MOU to Mary Louise Vander Meulen, TIP administrative assistant, at [mvandermeulen@cccoe.k12.ca.us](mailto:mvandermeulen@cccoe.k12.ca.us) by **May 31, 2024**.

### To Be Completed by CCCOE Only

<b>MOU Authorization Has Been Approved By The Following:</b>		
<b>Daniela Parasidis</b> <i>Deputy Superintendent, CCCOE</i>		<b>Date</b>
<b>Charise DeCoito</b> <b>Nyere da Silva</b> <i>Coordinator, CCCOE TIP</i>		<b>Date</b>

# Coversheet

## MWA & San Francisco State University MOU

**Section:** IV. Action Items  
**Item:** C. MWA & San Francisco State University MOU  
**Purpose:** FYI  
**Submitted by:** Fe Campbell  
**Related Material:** Making Waves Academy\_SFSU MOU\_IA 2024-2027.pdf

### BACKGROUND:

#### **MWA & San Francisco State University MOU 2024-2025**

MWA will establish a new partnership agreement with SFSU to support recruiting mission-fit teachers on a pathway to earning a California credential in Special Education.

*The MOU will be effective retroactively to February 1, 2024, to provide support to a teacher currently teaching in the classroom with a CTC-approved emergency permit. This teacher is enrolled in the SFSU program and will soon be recommended for their intern credential.*

### RECOMMENDATION:

Your support in approving the MWA-SFSU MOU will help expand our partnerships and assist current and future educators in obtaining a teaching credential to teach Special Education at MWA.

## INTERAGENCY AGREEMENT FOR PROVISION OF SERVICES

THIS AGREEMENT is entered into this **First** day of **February 2024** between the Making Waves Academy (DISTRICT) and SAN FRANCISCO STATE UNIVERSITY (SFSU), a campus of the California State University, which is the State of California acting in a higher education capacity.

WHEREAS, DISTRICT desires to contract with SFSU to provide intern classes, supervision, and other services and benefits for Special Education intern teachers, and

WHEREAS, SFSU represents itself able and, for consideration, willing to perform the services as San Francisco State University.

NOW, THEREFORE, in consideration of the covenants and promises of the parties set forth in this Agreement, the parties hereto agree as follows:

1. Effective Date

The effective date of this Agreement is February 1, 2024.

2. Services

SFSU shall perform the services provided for in the attached Appendix A, “*Description of Services*” and DISTRICT shall perform the services provided for in the attached Appendix B, “*Description of Services.*”

3. Compensation

A. *Fees.* DISTRICT shall pay SFSU the sum of ONE THOUSAND DOLLARS (\$1,000.00) for each intern admitted to SFSU prior to Fall 2022 for the Services as stipulated in Appendix A.

B. *Fees.* District shall pay SFSU the sum of TWO THOUSAND DOLLARS (\$2,000) per each intern admitted to SFSU Fall 2022 and after for the Services stipulated in Appendix A.

C. *Payment.* Payment shall be made by DISTRICT at the end of each academic year upon presentation of an invoice by SFSU in accordance with the provisions set forth in Appendices A and B.

4. Term

The Term of this Agreement, subject to cancellation as set forth in Section 6, shall be from the effective date through February 28, 2027.

5. Standard of Performance

SFSU warrants that the Services shall be performed as expeditiously as possible, with the degree of skill and care that is required by current, good, and sound professional procedures and practices.

6. Termination

DISTRICT may cancel this Agreement for any reason upon thirty (30) days written notice to SFSU. In the event of cancellation, DISTRICT will pay SFSU for the Services performed up to the effective date of cancellation. Any reports or other written or recorded data and other deliverables prepared for DISTRICT prior to the effective date of such cancellation shall be promptly delivered to DISTRICT by SFSU.

7. Governing Law

This agreement shall be governed by the laws of the State of California.

8. Indemnification and Insurance

- A. SFSU shall indemnify, defend, and hold harmless the DISTRICT, its Directors, officers, employees, agents, volunteers, and authorized representatives from and against any and all liability, loss, damage, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of SFSU's performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SFSU, its officers, employees, agents, volunteers, or authorized representatives.
- B. DISTRICT shall defend, indemnify and hold harmless the State of California, the trustees of the California State University, SFSU, their officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions

of DISTRICT, its Directors, officers, employees, agents, volunteers, or authorized representatives.

- C. The State of California has elected to be self-insured for its general liability, motor vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.
- D. The office of Risk Management in the Chancellor's Office administers the general liability, property and workers' compensation programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.
- E. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the State Board of Control, State of California, Tort Liability Section, 1515K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to the California State University, Systemwide Risk Manager, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

9. Non-Waiver

The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in their performance of any obligation under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

10. Enforceability

In the event that any of the provisions or portions of application of any of the provisions of this Agreement are held to be illegal or invalid by a court of competent jurisdiction, DISTRICT and SFSU shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement. The illegality or invalidity of any of the provisions, or portions of, or application of any of the provisions of this Agreement shall not affect the legality or enforceability of the remaining provisions, or portions of, or application of any of the provisions of any of the provisions of this Agreement.

11. Integration

This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between SFSU and DISTRICT, whether oral or written.

12. Successors and Assigns

DISTRICT and SFSU, respectively, bind themselves, their successors, assigns, and legal representatives. SFSU shall not assign or transfer any interest in this Agreement without DISTRICT's prior written consent, which consent shall be in DISTRICT's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

13. Notices

All not notices required hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal or electronic delivery to the parties' representatives at the address as shown below, or such other places as DISTRICT or SFSU may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or immediately upon delivery in person by e-mail or facsimile.

DISTRICT	SFSU
Please enter name of individual authorized to sign the agreement	<b>Deanna Tam</b> <b>Business Operations –</b> <b>Procurement/Support Services</b> <b>Buyer III</b> 1600 Holloway Ave., Corp Yard 140 San Francisco State University San Francisco, CA 94132

14. Appendices

Appendices A, B and C are attached hereto and incorporated herein by reference thereto.

15. Dispute Resolution

Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the DISTRICT and SFSU shall be brought to the attention of the County Office of Education (or designated representative) and the Chief Business Officer (or designee) of the CSU for joint resolution. At the request of either party, the CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of the CSU shall be available to assist in the resolution by providing advice to both parties regarding the CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first above written.

**XXXXXX**

**SAN FRANCISCO STATE UNIVERSITY**

BY: \_\_\_\_\_

*Authorized Signature*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

BY: \_\_\_\_\_

*Authorized Signature*

Deanna Tam

*Name*

Business Operations – Procurement/Support  
Services  
Buyer III

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

## Appendix A

### **Memorandum of Agreement and Description of Services**

San Francisco State University agrees to the following conditions and services that apply to Interns who are or will be admitted to the Education Specialist Credential Program through the Department of Special Education at San Francisco State University and will be serving their Special Education Internship in the DISTRICT. Interns nominated by either SFSU or DISTRICT shall be mutually acceptable to both SFSU and DISTRICT, and shall be subject to a mutually acceptable placement within the DISTRICT.

**San Francisco State University agrees that:**

1. Each Intern shall have passed the California Educational Basic Skill Test (CBEST), and shall have passed the subject matter requirement (e.g., CSET/Multiple or Single Subjects Tests or Liberal Studies Waiver) prior to assuming Intern services or responsibilities.
2. Each Intern shall possess a B.A. Degree, documented by official transcripts with a minimum overall GPA of 3.0 in last 60 units.
3. Each Intern shall have a minimum of 120 hours of verified preservice coursework as well as 45 hours of experience with students, including those who are English Language Learners in educational settings.
4. Each Intern shall have passed U.S. Constitution coursework or examination.
5. Each Intern shall be provided adequate supervision, advice, encouragement and support, as appropriate, by San Francisco State University personnel, including but not limited to the College faculty and the College field supervisor.
6. Each Intern, admitted to the Department of Special Education at SFSU prior to Fall 2022, shall receive Support and mentoring for at least 180 hours each year per the following:
  - a. 45 hours of mentoring in an intern support seminar (SPED 701) the first semester
  - b. 180 hours of seminars each academic year prior to Student Teaching
  - c. 15 hours of supervision and 20 hours of seminars (SPED 730 and SPED 723, 726 or 729) the last semester
7. Each Intern, admitted to the Department of Special Education at SFSU Fall 2022 and after shall receive the same amount of support listed in #6 above. In addition, interns admitted to the Department of Special Education at SFSU Fall 2022 and after will receive from the SFSU Supervisors a minimum of 6 observations every semester that the intern is enrolled in the credential program. The observations can be in person or with the use of synchronous video or video capture.
8. Program coordination needed will be provided to manage the intern application and training process to ensure timely completion of credential coursework and filing for intern and preliminary credentials with the Commission on Teacher Credentialing.



9. SFSU will invoice District at the end of each academic year at the rate of ONE THOUSAND Dollars (\$1,000.00) as a fee for each intern admitted to SFSU prior to Fall 2022.
10. SFSU will invoice District at the end of each academic year at the rate of TWO THOUSAND Dollars (\$2,000.00) as a fee for each intern admitted to SFSU Fall 2022 and after.

## **Appendix B**

### **Memorandum of Agreement and Description of Services**

DISTRICT agrees to the following conditions and services that apply to Interns who are or will be admitted to the Education Specialist Credential Program through the Department of Special Education at SFSU and will be serving their Special Education Internship in the DISTRICT. Interns nominated by either SFSU or DISTRICT shall be mutually acceptable to both SFSU and DISTRICT, and shall be subject to a mutually acceptable placement within the DISTRICT.

#### **DISTRICT agrees that:**

1. Prior to the start of the Intern's teaching responsibilities, a District Support Provider will be identified and assigned to support the intern.
2. The District Support Provider has a Clear or Life Credential that matches the Intern's credential, has three years of successful teaching experience and English Learner Authorization.
3. A mentor with English Learner Authorization is immediately available to assist the Intern with instruction for English. The mentor can be the District Support Provider.
4. A plan that identifies the intern's current needs be developed, and the plan should prioritize the areas needing support, define type of support to be provided, and schedule of contacts between the Intern and District Support Provider.
5. The District Support Provider will provide support to Interns a minimum of 5 hours a week. Examples of support include but are not limited to content specific coaching, new teacher orientation, curriculum planning, and test results discussion.
6. The District Support Provider will approve the Support and Supervision Record Form completed by the Intern each semester. The form is to be submitted by the Intern to the Department of Special Education at SFSU at the end of every semester.
7. Interns will be released from instruction on a limited basis, as needed, to observe other credentialed teachers, meet with DISTRICT support provider, arrive on time at classes at SFSU, and complete field work assignments for the courses.
8. DISTRICT will report interns annually to the California Commission on Teacher Credentialing (CTC) during the annual intern census.
9. DISTRICT will reimburse SFSU at the end of each academic year in the month of June, or earlier, at the rate of ONE THOUSAND DOLLARS (\$1,000.00) for each intern, admitted prior to Fall 2022, served during the current academic year under this agreement.

10. DISTRICT will reimburse SFSU at the end of each academic year in the month of June, or earlier, at the rate of TWO THOUSAND DOLLARS (\$2,000.00) for each intern, admitted Fall 2022 and after, served during the current academic year under this agreement

## **Appendix C**

### **COVID-19 Representation**

DISTRICT is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. DISTRICT is familiar with and informed about the Centers for Disease Control and Prevention (“CDC”) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. DISTRICT, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, DISTRICT will take steps to comply with the modified, changed or updated guidelines or directives.

If at any time DISTRICT becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.



**Guidance on Clinical Practice and Supervision  
of Preliminary Education Specialist  
Teaching Candidates**

**(effective summer/fall 2022)**

Table of Contents

- I. [General Guidance](#)
  - A. Goals of Clinical Practice and Supervision
  - B. Responsibilities of the Institution to Meet Standards
  - C. Record Keeping
  
- II. [Clinical Practice Experiences](#)
  - A. Progression of Clinical Practice Experience
  - B. Activities Appropriate for Meeting the 600 hours of Clinical Practice
  
- III. [Clinical Practice Placements](#)
  - A. Diversity in All Placements (Student Population)
  - B. Curriculum in All Placements
  - C. Diversity in Private School Placements
  - D. Additional Requirements for Clinical Practice Placements Specific to Intern Teachers
  
- IV. [Support and Supervision](#)
  - A. Program Supervisor Observation Requirements
  - B. District-employed Supervisor Support Requirements
  - C. Supervision and Support Requirements Specific to Intern Candidates
  - D. Capturing Evidence of Observations
  - E. Requirements Pertaining to the Qualification of the Site Administrator
  
- V. [Appendix A – Program Standard 3](#)
- VI. [Appendix B – Precondition for Preliminary Education Specialist Intern Candidates](#)

## Introduction

The Commission's [2018 adopted standards](#) for Preliminary Education Specialist teacher preparation programs set forth the expectations for programs to provide candidates with appropriate supervised clinical practice. These standards and accompanying Teaching Performance Expectations (TPEs) go into effect summer/fall 2022. In adopting the program standards related to supervised clinical practice, the Commission signals the critical role that a high quality and extensive clinical practice experience plays in preparing effective educators. The standards related to clinical practice are at times specific and directive, while also allowing for flexibility for institutions to design experiences that work well for their candidates and the populations they serve. This guidance clarifies various aspects of the standards pertaining to clinical practice for all Education Specialist programs that offer teacher preparation. It is intended to assist programs in structuring a high-quality clinical practice experience but does not substitute for or supersede the program standards themselves.

An important note in understanding the program standards: In many places, the program standards reference "all students." Because the credential authorizes service in any public school in California, it is critical that candidates are prepared to meet the needs of the full range of learners. The following information is provided in the Teaching Performance Expectations (TPEs) and should guide the understanding of the program standards:

*"Throughout this set of TPEs, reference is made to "all students" or "all TK–12 students". This phrase is intended as a widely inclusive term that references all students attending public schools. Students may exhibit a wide range of learning and behavioral characteristics, as well as disabilities, dyslexia, intellectual or academic advancement, and differences based on ethnicity, race, socioeconomic status, gender, gender identity, sexual orientation, language, religion, and/or geographic origin. The range of students in California public schools also includes students whose first language is English, English learners, and Standard English learners."*

### I. General Guidance

#### A. Goals of Clinical Practice and Supervision

All teacher preparation programs, regardless of pathway, are required to provide clinical practice hours for candidates throughout their educator preparation programs. Clinical practice experiences are intentionally designed by the program in such a way that candidates learn from experienced educators, are evaluated against the TPEs, and have the support and guidance they need to become effective educators.

#### B. Responsibilities of the Institution to Meet Standards

The onus of responsibility falls to each approved program to ensure (1) that all candidates are provided with the clinical practice requirements and (2) that all candidates are receiving proper supervision and guidance from program and district-employed supervisors throughout their clinical practice.

The expectation is that all programs will meet the specific clinical practice and supervision requirements as included in the [program standards](#). However, in some limited instances the program may decide to address the standard in a unique way that the institution believes may more appropriately meet the needs of their specific candidates. In such an instance, the program must provide justification for this

variance and provide evidence that the goals of clinical practice and proper supervision and guidance are still being met.

During Program Review and the Accreditation Site Visit, the Board of Institutional Review (BIR) will review records, policy documents, and conduct interviews to verify that the standards are being fully met. Given the information provided by the institution and the evidence reviewed, the accreditation reviewers will make a determination as to whether the standards are met.

### **C. Record Keeping**

Institutions are required to maintain records verifying candidate clinical experiences. Each institution will decide the most appropriate way to keep track of the documentation to demonstrate that the program is meeting the clinical practice and supervision requirements. Because Program Review submissions must include documentation of individual candidate placements, institutions are encouraged to review [Program Review Instructions](#) and design their record keeping in such a way as to meet those requirements. While staff does not anticipate collecting and examining individual records, these records may be requested during a site visit to ensure that an institutional process is in place to monitor that required clinical practice and supervision is taking place for each candidate.

## **II. Clinical Practice Experiences**

### **A. Progression of Clinical Practice Experience**

Program Standard 3 Language: [“Clinical Practice is a developmental and sequential set of activities...”](#)

1. It is the expectation of the Commission that fieldwork experiences evolve over the course of the program, increasing in responsibility as the candidate moves closer to completion of the preparation program and licensure. Clinical experience can encompass a wide variety of activities that range from guided observations of veteran teachers modeling good practice in instruction, to beginning practice using various teaching strategies in diverse settings, to assuming full responsibility for students in the classroom, and demonstrating pedagogical competence.

### **B. Activities Appropriate for Meeting the 600 hours of Clinical Practice and Other Requirements**

Program Standard 3 language: [“Clinical Practice...must consist of a minimum of 600 hours of clinical practice across the arc of the program.”](#)

Clinical practice experience with proper supervision provides all candidates, regardless of pathway, with the opportunity to practice the knowledge and skills required by the credential and included in the TPEs.

1. The 600 hours of supervised clinical practice is required of all candidates, regardless of pathway and occur throughout each candidate’s preparation program (“across the arc of the program”).
2. Of the 600 hours, at least 200 hours of supervised early field work that includes purposeful, planned interactions, guided observations and initial student teaching (e.g., coplanning and co-teaching, or guided teaching) must be provided to candidates in general education **and** special education settings prior to final student teaching.
3. Candidates seeking both general education and Education Specialist credentials are encouraged to extend clinical practice for an additional 150 hours and should work closely with their programs to

ensure that clinical practice experiences meet all required competencies for both credential programs.

4. The minimum time requirement (400 hours) for final student teaching in the desired credential area is to ensure that the candidate experiences the full range of instruction rather than sporadic lesson delivery. During this time, the candidate should be fully responsible for: planning lessons based on the students in their classroom, delivering the lessons, monitoring student progress toward achieving the academic goals included in the lessons, informal and formal assessment of students, and reflection of their teaching practice. The clinical practice opportunities may include those that are intentionally selected or designed by the program, occur in placements that are selected or approved by the program, and are for the purpose of helping candidates understand the link between specific objectives in coursework and teaching practice. For interns, early field experience would take place in experienced mentor classrooms in both general education and special education settings.
5. Since portions of the Teaching Performance Assessment (TPA) will be completed during the final student teaching experience, the program should design clinical practice experiences with that goal in mind.
6. Examples of appropriate activities that may be included in the 600 clinical practice hours include:
  - Guided and supervised teaching including whole class instruction, small groups, and other direct contact with students, including final student teaching
  - Co-planning time, with veteran practitioners for lessons that the candidate will deliver,
  - Working with veteran practitioners, grading, and analyzing student work, reflecting on lessons, and planning for the needs of individual students
  - Time working with professional learning communities, grade level and department meetings.
7. Candidate observations of classroom teaching may or may not qualify toward the 200 hours of supervised early field work. Only those that are intentionally designed by the program, occur in placements that are selected or approved by the program, and are for the purpose of helping candidates understand the link between specific objectives in coursework and teaching practice may qualify as part of the 200 hours.
8. Among activities that should not be included in the 600 hours are general lesson planning done independently by the candidate, or hours spent supervising extracurricular activities. In addition, mock instruction or observation of fellow candidates (and without birth-22 students) as part of a course would not qualify as part of the required 600 hours.

### **III. Clinical Practice Placements**

#### **General Information**

Placements must be intentionally selected to provide the candidate with opportunities to practice and acquire the knowledge and skills included in the TPEs with the range of experience that reflects the diversity of age and grade level, the range of federal disability categories, and the continuum of special education services.

Clinical Practice experiences must be under the guidance and supervision of a district employed supervisor/master teacher, veteran practitioner, program supervisor and/or course instructor. Hours of



instruction by a candidate in a classroom where the district employed supervisor/master teacher is not present may qualify toward the 600 hours of supervised early field work in general and special education settings, as long as these hours of instruction are prepared with and guided by one or more designated supervisors selected and approved by the program for the purpose of supervision (Co-teacher, mentor, university supervisor, faculty, etc.) and are followed by designated time for reflection. This guidance and supervision may occur in person or via technology assisted communication.

#### **A. Diversity in All Placements (Student Population)**

1. In all clinical practice placements, candidates should have significant exposure to school settings that reflect the full diversity of California public schools.
2. Prior to placing student teaching candidates, programs should review the demographics of the school to ensure a “diverse school setting” that reflects California’s public schools. The TPEs provide a valuable definition of [“all students”](#) that should be used by programs in making this determination. Programs must ensure that the placement is a diverse school setting relative to all the following, and may be required to provide evidence at the time of the site visit:
  - a. race, ethnicity of the students
  - b. number of students from families below the federal poverty level, number or percentage of students on scholarship, tuition assistance, or other proxy that demonstrates that the school serves students from families in lower socio- economic income ranges.
  - c. languages spoken by the students, including English learners.
  - d. the inclusiveness of the school for students with disabilities and the process for students to receive additional services, i.e. student study team and individualized education program processes

#### **B. Curriculum in All Placements**

Program Standard 3 language: [“Curriculum that is aligned with California’s adopted content standards and frameworks”](#)

1. Prior to placing student teaching candidates in schools, the program must review the curriculum to ensure that it is equivalent to California’s adopted content standards and curriculum. It is the responsibility of the program to provide evidence of compliance if requested at the time of the site visit.
2. In placements where the school is not explicitly aligned with California’s adopted content standards and frameworks, the program must demonstrate how the placement meets the goal and intent of the standard in preparing candidates to be competent with the curriculum taught in public schools in California.

#### **C. Diversity in Private School Placements**

Program Standard 3 language: [“Candidates who are working in private schools and seeking a credential are required to complete a substantive clinical experience of at least 150 hours in a diverse school setting where the curriculum aligns with California’s adopted content standards and frameworks and the school reflects the diversity of California’s student populations.”](#)

1. Prior to placing student teaching candidates in private schools, the program must review the demographics of the school to ensure a “diverse school setting” that reflects California’s public schools. The TPEs provide a valuable definition of [“all students”](#) that should be used by programs in making this determination. It is the onus of the program to provide evidence that the school is a diverse school setting relative to all the following:
  - a. race, ethnicity of the students
  - b. number of students from families below the federal poverty level, number or percentage of students on scholarship, tuition assistance, or other proxy that demonstrates that the school serves students from families in lower socio- economic income ranges.
  - c. languages spoken by the students, including English learners.
  - d. the inclusiveness of the school for students with disabilities and the process for students to receive additional services, i.e. student study team and individualized education program processes
  
2. All candidates, including those placed in private schools, must complete 600 hours of supervised clinical practice. Of these 600 hours, the standards state that candidates working in private schools must complete at least 150 hours in diverse school settings.

**D. Additional Requirements for Clinical Practice Specific to Intern Teachers**

1. The California Education Code does not authorize placement of interns at private schools.
  
2. Interns working toward an Education Specialist teaching credential may be placed in [State Special Schools](#) or [Nonpublic Schools](#). These are schools that the California Department of Education (CDE) has approved for placement of public-school students who need special services. It will be important that the setting meets Program Standard 3C “Criteria for School Placements” which states that sites should demonstrate placement of students with disabilities in the Least Restrictive Environment (LRE), provide support for dual language learners with disabilities, and offer the opportunity for candidates to interact with different age groups in both general and special education settings reflecting the continuum of placement options.
  
3. For Education Specialist candidates, the 200 hours of supervised early fieldwork must be completed prior to the intern’s last semester of teaching while in the credential program. The portion of the 120 preservice hours that are fieldwork may be considered as part of the hours of supervised early fieldwork should they meet the criteria of being supervised or guided, meaning that there is a clear intent and purpose for the candidate when engaging in the prescribed fieldwork. In addition, it is important to include exposure and experience in both general and special education settings.
  
4. Online schools, independent study programs, and home schools are not prohibited as placements for interns, but their programs must clearly demonstrate that the candidate is receiving all the diverse experiences that a teacher in a more traditional classroom may encounter. When candidates are teaching at online schools, independent study programs, or home schools the required experience may be difficult and, in some cases, impossible to achieve. Programs must consider if the employment setting is appropriate for learning to teach and if the program will be able to ensure that the intern is able to get the significant experiences required to complete their TPA and to show mastery of all the TPEs. This includes the ability to teach whole groups of students. The Commission understands that during times of teacher shortage, there may be pressure on programs regarding intern placements. However, decisions regarding fieldwork placements,

including placements as teacher of record, are the responsibility of the program, not the candidate nor the employer.

#### IV. Support and Supervision

##### A. Program Supervisor Observation Requirements

Program Standard 3 language: [“The minimal amount of program supervision involving formal evaluation of each candidate must be 4 times per quarter or 6 times per semester.”](#)

1. At the April 2017 Commission meeting, the Commission confirmed that all candidates need to be properly supervised until they have completed all credential requirements and hold a preliminary teaching credential. The goal of this requirement is to ensure that all candidates, regardless of pathway, are provided with adequate supervision and evaluation from their program supervisor throughout their clinical practice experience.
2. The formal evaluation requirement of 4 times per quarter or 6 times per semester can be interpreted to be approximately every 3 weeks.
3. If a program elects to supervise candidates using a different model of frequency of observations and can justify that it better meets the needs of the candidate, it is acceptable. However, it is the onus of the program to demonstrate that over the course of the program, at least the equivalent amount of supervision is achieved. The accreditation review team will make a determination as to whether this part of the standards is being met.

For example, a 2-year program may decide to complete 8 program supervisor observations per semester in the first year and 4 in the second, which would lead to an average of 6 times per semester. This may meet the goal and intent of the standard if the program can provide a valid justification for this practice and can provide outcomes data that demonstrates that their candidates are successful with this program design.

##### B. District-employed Supervisor Support Requirements

Program Standard 3 language: [“The minimum amount of district-employed supervisors’ support and guidance must be 5 hours per week”](#)

1. The 5 hours per week of district-employed supervisor support and guidance time is only required during the period that the candidate is assigned a specific mentor/master teacher. They are not required during early field experiences or at other times during which the candidate does not have an assigned district employed supervisor/master teacher.
2. Support and guidance may include a variety of activities, including lesson-modeling; observation and coaching; co-planning and feedback on lesson planning; problem-solving regarding: instruction, classroom management, student access to curriculum, and other student-related issues; grade-level meetings, and email and phone conversations with a district-employed supervisor.
3. The goal of this standard is to ensure that all candidates, regardless of pathway, are properly supported and supervised during their clinical practice. The expectation is that every program will satisfy this requirement as written. However, if a program elects to satisfy the goal of this standard in a way that they believe better meets the needs of their candidates, it is the onus of the program to demonstrate that the goal is still met.

For example, if a district-employed supervisor were to provide 10 hours of support per week during the first weeks of placement and 2 hours of support per week in the final weeks of placement, the average for the term could be greater than 5 hours per week. This may satisfy the goal of the standard were the program to provide a valid justification for this practice.

4. For intern candidates, support, and supervision (144 hours of general support and 45 hours of EL support) is a shared responsibility between the program and the employer. Hours spent with a district-employed supervisor to satisfy the intern annual requirements may qualify towards meeting this 5 hours/week requirement.

### **C. Supervision and Support Requirements Specific to Intern Candidates**

1. According to the [preconditions](#), intern candidates must receive a minimum of 144 hours per year of general support and 45 hours per year of EL support. These hours may be supervised by the program or the district-employed supervisor.
2. The program supervisor for intern candidates must also provide a minimum of 4 per quarter or 6 per semester observations with formal evaluation. These observations must continue each quarter or semester that the candidate is enrolled in their preparation program.
3. As with all candidates, hours of instruction by a candidate in a classroom where the district employed supervisor/master teacher is not present can qualify toward the 600 hours as long as these hours of instruction are prepared with and guided by one or more designated supervisors selected and approved by the program for the purpose of supervision (Co-teacher, mentor, university supervisor, faculty, etc.) and are followed by designated time for reflection.

### **D. Capturing Evidence of Observations**

Program Standard 3 language: [“Clinical supervision may include an in-person site visit, video capture or synchronous video observation, but it must be archived either by annotated video or scripted observations and evaluated based on the TPEs...”](#)

1. The new standards require that there be a means by which the program documents clinical supervision, either in person (e.g. supervision notes), through synchronous video, or video capture. The instruction is assessed against the adopted TPEs and generates data. The data is used not only to assist the individual candidate but is also examined across the program to understand where program improvements are needed.
2. The video evidence of the observation does not need to be archived for any length of time beyond that which is needed for the supervisor to observe and evaluate the teaching performance. However, evidence of the annotations and feedback from the observation should be archived for at least 2-3 years to make this evidence available during the accreditation cycle.

### **E. Requirements Pertaining to the Qualification of the Site Administrator**

Program Standard 3 language: [“Clinical sites should also have a fully qualified site administrator.”](#)

1. A qualified administrator holds a preliminary administrative credential. If the designated administrator at a particular school placement does not possess a preliminary administrative

credential the program must provide justification as to how the administrator is nevertheless qualified. If the program is not able to provide this justification, then it is not appropriate to place candidates at that site.

## Appendix A

### Preliminary Education Specialist Teaching Credential Program Standards Standards Adopted *August 2018, effective summer/fall 2022*

#### **Standard 3: Clinical Practice**

##### **A. Organization of Clinical Practice Experiences**

The program ensures that candidates have planned experiences and/or interactions that reflect the full diversity of grades/ages, federal disability categories and the continuum of special education services outlined in the specific credential authorization. The experiences are planned from the beginning of the program to include experiences in general education, experiences with parents and families, and experiences with a broad range of service delivery options leading to an extended culminating placement in which the candidate works toward assuming full responsibility for the provision of services in the specific credential authorization. Experiences are of sufficient duration for the candidate to demonstrate the teaching performance expectations for Education Specialist teachers. The culminating placement may be in any school, agency or program as defined in Education Code Sections 56031, 56360, and 56361 for the purpose of providing special education services. Fieldwork/Clinical experiences are designed to provide candidates with a developmental set of activities integrated with coursework that extend the candidate's learning through application of theory to practice with students in California's education settings.

Fieldwork provides opportunities for candidates to observe a variety of classrooms and settings and to select focus students for deeper observational study, including students who are dual language learners and who may (a) exhibit typical behavior; (b) exhibit atypical behavior; and (c) have other types of special learning needs. Fieldwork also provides opportunities for candidates to observe teachers using productive routines and effective transitions for students' academic and socio-emotional growth and development. Candidates are provided with opportunities to review the curriculum and to further develop pedagogical knowledge of high leverage practices in subject matter areas, including early language and literacy for first and second language learners, mathematics, science, technology, engineering, social studies, and arts as appropriate. Candidates can observe the administration of a range of assessments. Candidates are also able to observe how personnel organize and supervise the work of other adults in inclusive and specialized education settings.

Clinical practice is a developmental and sequential set of activities integrated with theoretical and pedagogical coursework and must consist of a minimum of 600 hours of clinical practice across the arc of the program. At least 200 hours of supervised early field work that includes guided observations and initial student teaching (e.g., co-planning and co-teaching, or guided teaching) must be provided to candidates in general education and special education settings prior to final student teaching. Final student teaching shall consist of (400 hours) in the desired credential area. For interns, early field experience would take place in experienced mentor classrooms in both general education and special education settings. Candidates must have a range of experience that reflects the diversity of age and grade levels, the range of federal

disability categories, and the continuum of special education services. Candidates should have experiences with a range of diverse students and families reflective of the demographics of California.

Dual credential programs leading to both a general and a special education credential are required to have substantive experiences in general education, inclusive, and special education settings within the 600 hours, and are encouraged to extend clinical practice for an additional 150 hours.

Candidates who are working in private schools and seeking a credential are required to complete a substantive clinical experience of at least 150 hours in a diverse school setting where the curriculum aligns with California’s adopted content standards and frameworks and the school reflects the diversity of California’s student population.

The program provides initial orientation for preparation program supervisors and district-employed supervisors of clinical practice experiences to ensure all supervisors understand their role and expectations. The minimal amount of program supervision involving formal evaluation of each candidate must be 4 times per quarter or 6 times per semester. The minimum amount of district-employed supervisors’ support and guidance must be 5 hours per week.

Clinical supervision may include an in-person site visit, video capture or synchronous video observation, but it must be archived either by annotated video or scripted observations and evaluated based on the TPEs, that produce data that can be aggregated and disaggregated.

## **B. Preparation of Faculty and/or Site Supervisors and/or Program Directors**

The program selects individuals who are credentialed or who have equivalent experience in educator preparation. Supervisors should be experts in the education specialist instructional area of the candidate being supervised and should have recent professional experience in school settings where the curriculum aligns with California’s adopted content standards and frameworks and the school reflects the diversity of California’s student population. The program provides supervisors with an orientation to the program’s expectations and ensures that supervisors are knowledgeable about the program curriculum and assessments, including the TPEs and TPA model chosen by the program. In addition, program supervisors maintain current knowledge of effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices for teachers in whose classrooms or settings candidate experiences will take place to ensure that all supervisors of fieldwork/clinical practice experiences and all cooperating education specialist teachers understand their roles and expectations.

## **C. Criteria for School Placements**

Sites selected for candidate experiences should demonstrate commitment to developmentally and culturally appropriate practices as well as to collaborative relationships with families. In addition, these sites should also demonstrate placement of students with disabilities in the Least Restrictive Environment (LRE), provide support for dual language learners with disabilities, and offer the opportunity for candidates to interact with different age groups in both general and special education settings reflecting the continuum of placement options. They should also reflect to the extent possible socioeconomic, linguistic, and cultural diversity, and permit video capture for candidate reflection. Sites

selected should have a fully qualified master/mentor teacher with an appropriate credential and a fully qualified site administrator.

**D. Criteria for the Selection of District Employed Supervisors** *(also, may be known as the cooperating teacher, master teacher or on-site mentor)*

The program should select district supervisors who hold a Clear Education Specialist Credential for which they are providing supervision and having a minimum of three years of birth through age 22 teaching experience. The district-employed supervisor must have demonstrated exemplary teaching practices as determined by the employer and the preparation program. The matching of candidate and district-employed supervisor must be a collaborative process between the school district and the program.

The program provides district-employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, adult learning theory, and current content specific pedagogical and instructional practices, as well as to effective supervision approaches such as cognitive coaching. To facilitate district-employed supervisors meeting program expectations, the program ensures that district-employed supervisors remain current in the knowledge and skills necessary for effective candidate supervision.

The full text of these Standards can be accessed here: [https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/education-specialist-standards-pdf.pdf?sfvrsn=729750b1\\_30](https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/education-specialist-standards-pdf.pdf?sfvrsn=729750b1_30)



## **Appendix B**

### **Preconditions for Intern Programs – Preliminary Education Specialist**

(5) Supervision of Interns. (a) In all internship programs, the participating institutions in partnership with employing districts shall provide 144 hours of support and supervision annually and 45 hours of support and supervision specific to teaching English learners pursuant to California Code of Regulations §80033.

The full text of these Preconditions can be accessed here: [https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/eppsp-internship-prog.pdf?sfvrsn=5f1b370b\\_0](https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/eppsp-internship-prog.pdf?sfvrsn=5f1b370b_0)

# Coversheet

## BEI Maintenance Contract

**Section:** IV. Action Items  
**Item:** D. BEI Maintenance Contract  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:**  
SEC\_03\_0189\_Making Waves Academy\_2024 IT Dept Service Agreement Rev 0.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 attached renewal maintenance agreement with a fiscal impact of \$29,350.00.



Annual Security IT Maintenance Agreement  
Making Waves Academy  
4123 Lakeside Drive  
Richmond, CA 94806

**SEC\_03\_0189\_Making Waves Academy\_ 2024 IT Dept Maintenance Agreement Rev 0**

April 5, 2024

Presented By:

BEI Connect



April 5, 2024

Damon Edwards  
Making Waves Academy  
4123 Lakeside Drive  
Richmond, CA 94806

Re: **SEC\_03\_0189\_Making Waves Academy\_ 2024 IT Dept Maintenance Agreement Rev 0**

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](http://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 2024. 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**

<b>Pre-paid 1-Year Support Option:</b>	
<b>12-mo. Service Support Agreement</b> Coverage Period: 07.01.2024 – 06.31.2025  Security Network	\$ 29,350.00
<b>Total</b>	<b>\$ 29,350.00</b>

**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 (1<sup>st</sup> or 2<sup>nd</sup> week in august).
  - 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
  - Provide monthly report with recap of services provided
  - Renewal of Avigilon Enterprise Smart Plan included for 177 existing cameras



## **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.



## 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,

*Nick Giouzelis*

**Nick Giouzelis**

**BEI Connect**

1101 Marina Village Parkway

Alameda, CA 94501

[ngiouzelis@beiconstruction.com](mailto:ngiouzelis@beiconstruction.com)







## Statement of Work

This Statement of work dated April 05, 2024 is between BEI Connect ("BEI") and Making Waves Academy ("MWA").

### Scope of Work:

1-year Preventative Maintenance Support as per the proposal above.

**"SEC\_03\_0189\_Making Waves Academy\_ 2024 IT Dept Maintenance Agreement Rev 0"**

### Cost & Terms:

The cost for the materials, labor and expenses furnished under this Statement of Work will be:

**Security Support 1-year: \$ 29,350.00**

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

## BEI Construction

**Section:** IV. Action Items  
**Item:** E. BEI Construction  
**Purpose:** Vote  
**Submitted by:** Katharine Mason

**Related Material:**  
SEC\_03\_0190\_Making Waves Foundation\_2024 Avigilon Service Agreement Rev 0 (1).pdf

### BACKGROUND:

BEI Connect currently provides service to MWA's Avigilon camera security systems through an agreement with Making Waves Education Foundation (MWEF). These preventative maintenance services have provided a cost effective way to ensure that MWA's security systems remain in good operating condition at all times, thus supporting the school overall safety and security priorities. MWA and MWEF mutually agreed that the renewal of this service plan is best implemented between BEI and the school. The fiscal impact is \$64,035.

### RECOMMENDATION:

Approval of the BEI Connect Avigilon Security Systems service agreement



# **MAKING WAVES**

## **Education Foundation**

Annual Avigilon Maintenance Agreement

Making Waves Foundation

3045 Research Drive

Richmond, CA 94806

**SEC\_03\_0190\_Making Waves Foundation\_ 2024 Avigilon Maintenance Agreement Rev 0**

April 5, 2024

Presented By:

BEI Connect



April 5, 2024

Katharine Mason  
Making Waves Academy  
3045 Research Drive  
Richmond, CA 94806  
kmason@mwacademy.org

Re: **SEC\_03\_0190\_Making Waves Foundation\_ 2024 Avigilon Maintenance Agreement Rev0**

Dear Mr. Roa,

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](http://www.BEICONSTRUCTION.COM)



## AREA OF CONCERN

We have included service support coverage for the following systems:

- Avigilon Card Access
- Avigilon Video Software
- Allegion wireless locks
- Avigilon video cameras
- Bosch Intrusion system

## 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
- BEI will Preventative Maintenance Visit as described in the included services section.
- Service Business Hours: (7am until 3pm PST) Monday thru Friday (excluding holidays)



## CONTRACT PRICING

<b>Pre-paid 1-Year Support Option:</b>	
<b>12-mo. Service Support Agreement</b>	
Coverage Period: 07.01.2024 – 06.31.2025	
Avigilon Access Control System	\$ 21,545.00
Avigilon Video System	\$ 24,425.00
Bosch Intrusion System	\$ 15,365.00
Intercom System	\$ 2,700.00
<b>Total</b>	<b>\$ 64,035.00</b>

## Preventative Maintenance

BEI Connect will perform Preventative Maintenance visit during the term of this agreement.

- During this visit, BEI will:
  - Provide a thorough inspection of each system covered by this agreement and gain an overall idea of the state of the system.
  - Attempt to resolve any issues identified during the system inspection. When applicable, facilitate manufacturers equipment repairs.
  - Provide a thorough cleaning of the system components (as applicable)
  - Provide a detailed summary of work performed, issues identified, issues resolved, outstanding issues and any items needing follow up.
- Scheduling of Preventative Maintenance:
  - Visit will be scheduled during Standard business hours – Monday through Friday 8am-4pm.
  - Visit will be scheduled 30 days in advance.
  - BEI CONNECT requests that any issues or concerns regarding the system be reported in advance of the visit to ensure they are properly addressed during the visit.



## Included Services:

- **Avigilon Access Control System:**
  - Annual testing of all doors and readers to ensure proper operation. This includes:
    - Testing of wireless signal communication (where applicable)
    - Testing of door forced open functionality
    - Testing of door propped open functionality
    - Firmware updates (as deemed necessary)
    - Visual inspection
  - Visual inspection of the Avigilon access control panels
  - Testing of lockdown function
  - Testing of panel batteries
    - \*Annual inspections to be completed during summertime school break
- **Avigilon Camera System:**
  - One annual inspection of all exterior cameras to ensure proper operation. Includes:
    - Visual inspection
    - Cleaning of exterior camera lens
    - Verify picture and focus are optimal
    - Firmware updates (as deemed necessary)
  - One annual inspection of all interior cameras to ensure proper operation. Includes:
    - Visual inspection
    - Cleaning of exterior camera lens
    - Verify picture and focus are optimal
    - Firmware updates (as deemed necessary)
    - \*Annual inspections to be completed during summertime school break
- **Bosch Intrusion System:**
  - One annual inspection of all intrusion devices to ensure proper operation. Includes:
    - Visual inspections
    - Testing of all sensors for proper operation
    - Documenting all alarm reporting to the clients central monitoring station
    - Firmware updates (as deemed necessary)
  - One annual inspection and testing of panic and duress buttons
  - Review of system reported errors, troubles and warnings
  - Testing of panel batteries
    - \*Annual inspections to be completed during summertime school break
- **Intercom System:**
  - One annual inspection of intercoms to ensure proper operation. Includes:
    - Visual inspections
    - Testing of all intercoms for proper operation
    - Firmware updates (as deemed necessary)



## **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.





## 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,

*Nick Giouzelis*

**Nick Giouzelis**

Account Manager

**BEI Connect**

1101 Marina Village Parkway

Alameda, CA 94501

[Ngiouzelis@beiconstruction.com](mailto:Ngiouzelis@beiconstruction.com)





## Statement of Work

This Statement of work dated April 05, 2024 is between BEI Connect (“BEI”) and Making Waves Foundation .

**Scope of Work:**

1-year Preventative Maintenance Support as per the proposal above.

**“SEC\_03\_0190\_Making Waves Foundation\_ 2024 Avigilon Maintenance Agreement Rev0”**

**Cost & Terms:**

The cost for the materials, labor and expenses furnished under this Statement of Work will be:

**Security Support 1-year: \$ 64,035.00**

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

## Chefables

**Section:** IV. Action Items  
**Item:** F. Chefables  
**Purpose:** Vote  
**Submitted by:** Katharine Mason  
**Related Material:**

NSLP - Standard Food Service Vending Agreement\_Making Waves Academy\_24\_25.docx.pdf

### BACKGROUND:

Chefables was a new contractor for MWA in the 2023-2024 school year. Unfortunately, we received many concerns from the MWA community about the changes, specifically the portion sizes and quality of meals provided. In response to the feedback, in October MWA worked closely with our vendor, Chefables, to make changes to the menu and implement other strategies to improve the taste and appearance of the meals and increase awareness among students of daily food options. Many of these changes were directly informed by the feedback collected directly from students, ASB, and staff.

Since November we have seen a steady increase in the number of meals served overall. For example, the number of lunches served in January was twice what was served in August, September and October before meal service and menu adaptations were implemented, and meal service numbers have remained steady.

*In past years, MWA has typically had about 10% food waste monthly, our goal was to get back to 10% or less. Our Food Services team analyzes food ordered weekly against what was served / is popular. By focusing on ordering more popular items, we have achieved our goal to have 10% or less food waste. In March food waste overall was just 8%, a significant improvement from 33% in October, and an indicator that students are eating more!*

### RECOMMENDATION:

Based on the data which demonstrates increased student meal consumption and reduced food waste, as well as Chefables's strict compliance with required nutrition standards in alignment with the National School Lunch program, it is recommended to approve a renewal of the Chefables Food Service contract for the 2024-2025 school year.

## STANDARD AGREEMENT TO FURNISH FOOD SERVICE BETWEEN A NATIONAL SCHOOL LUNCH RECEIVING SPONSOR AND A FOOD SERVICE VENDOR/MEAL PROVIDER

THIS ENTERED INTO ON THIS FIRST DAY OF JULY, 2024 BY  
MONTH YEAR

AND BETWEEN **Making Waves Academy**, HEREINAFTER REFERRED TO AS THE  
NAME OF RECEIVING SPONSOR "SPONSOR"  
 SPONSOR, AND **BIGBREAK, LLC DBA) CHEFABLES**, HEREINAFTER REFERRED TO AS THE  
NAME OF VENDOR/FOOD SERVICE MANAGEMENT COMPANY "VENDOR"  
 VENDOR.

**WHEREAS**, IT IS NOT WITHIN THE CAPABILITY OF THE SPONSOR TO PREPARE SPECIFIED MEALS UNDER THE NSLP FOR ENROLLED PARTICIPANTS; AND

**WHEREAS**, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE SPONSOR'S FACILITY(IES); AND

**WHEREAS**, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE SPONSOR ON A COST REIMBURSEMENT BASIS.

**THEREFORE**, BOTH PARTIES HERETO AGREE AS FOLLOWS:

**THE VENDOR AGREES TO:**

1. PREPARE THE MEALS (INCLUSIVE) OF 1% MILK FOR Making Waves Academy  
NAME OF SITE (ATTACH SHEET IF MULTIPLE)  
 DELIVERY TO SPONSOR AT 4123 Lakeside Drive Richmond, CA 94806 BY Time set  
ADDRESS TIME  
 EACH Monday - Friday, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND  
1\* WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE  
 AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	<u>\$ 2.40</u>	EACH	LUNCH	<u>\$ 3.80</u>	EACH
SUPPLEMENT/SNACK	<u>\$ 1.05</u>	EACH	SUPPER	<u>\$ N/A</u>	EACH

**(1) ALLERGIES/MEAL MODS HAVE A SURCHARGE AT COST (2) SPECIALTY MILK/SUBSTITUTE MILK (SOY, LACTOSE FREE, RICE) CAN BE ORDERED AT COST (3) SUBSTITUTES/ADDITIONAL ITEMS ORDERED FOR FIELD TRIPS OR GRAB N GO WILL BE AT COST (4) ADDITIONAL CONDIMENTS / SUPPLIES ORDERED WILL BE AT COST (5) FOOD WILL BE DROPPED OFF ORGANIZED FOR BREAKFAST AND UNITIZED TRAYS FOR LUNCH TEMPERATURE COLD FOR RE-THERMING BY SPONSOR (5) ALL OTHER PRICING ASSUMPTIONS ON SECTION C – FEE PROPOSAL (PAGE 9 OF RFP RESPONSE)**

2. ASSURE THE SPONSOR THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A NATIONAL SCHOOL LUNCH RECEIVING SPONSOR  
AND A FOOD SERVICE VENDOR/MEAL PROVIDER**

---

3. PROVIDE THE SPONSOR, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST<sup>2\*</sup> 5 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. DUE TO UNFORESEEN CIRCUMSTANCES CHANGES TO THE MENU MAY BE MADE AFTER SPONSOR APPROVAL, ALL CHANGES WILL BE NSLP COMPLIANT AND DOCUMENTED ON THE DELIVERY RECEIPTS.
4. ASSURE THAT EACH MEAL PROVIDED TO THE SPONSOR UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE NATIONAL SCHOOL LUNCH PROGRAM.
5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE SPONSOR DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE U. S. DEPARTMENT OF AGRICULTURE (USDA) FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE SPONSOR. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE SPONSOR.
8. ALLOW THE SPONSOR TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN\* 72 HOURS OF THE SCHEDULED DELIVERY TIME/DATE.
9. PRESENT TO THE SPONSOR AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE<sup>3\*</sup> 10th DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN ONE HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT. SPONSOR WILL PROVIDE WRITTEN NOTICE OF SUCH REQUEST.
10. PROVIDE THE SPONSOR WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE NSLP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA *RETAIL FOOD CODE* FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA *HEALTH AND SAFETY CODE* ARE MET AT ALL TIMES.
11. OPERATE IN ACCORDANCE WITH CURRENT NSLP REGULATIONS.
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE SPONSOR, REPRESENTATIVES OF THE CALIFORNIA DEPARTMENT OF EDUCATION, THE USDA, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

---

<sup>2</sup>  
<sup>3</sup>

## STANDARD AGREEMENT TO FURNISH FOOD SERVICE BETWEEN A NATIONAL SCHOOL LUNCH RECEIVING SPONSOR AND A FOOD SERVICE VENDOR/MEAL PROVIDER

### THE VENDOR CERTIFIES:

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.
2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE, SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34, CODE OF FEDERAL REGULATIONS (34 CFR), PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT 34 CFR, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

### THE SPONSOR AGREES TO:

1. REQUEST BY NO LATER THAN 1 week prior AN ACCURATE NUMBER OF  
TIME OF DAY AND DAY OF WEEK  
 MEALS TO BE DELIVERED TO THE SPONSOR ON EACH Monday - Friday. NOTIFY THE  
WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE  
 VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN<sup>4\*</sup> 72 HOURS OF  
 THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE SPONSOR SHALL BE THE RESPONSIBILITY OF THE  
 SPONSOR. SINCE VENDOR PREPARES FOOD FRESH, FOOD ORDERED VERY LATE OR CANCELLED WITH VERY LITTLE NOTICE MAY INCUR  
 CHARGES. SPONSOR IS RESPONSIBLE FOR MAINTAINING HOLIDAY/DAYS OFF CALENDAR AND REPORTING TO VENDOR. MEALS ORDERED  
 OR DROPPED ON A HOLIDAY WILL BE THE RESPONSIBILITY OF THE SPONSOR IF UNREPORTED.
2. ENSURE THAT AN SPONSOR REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH SPECIFIED DAY.  
 THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL VERIFY THE TEMPERATURE,  
 QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE SPONSOR ASSURES THE VENDOR THAT THIS INDIVIDUAL WILL BE TRAINED AND  
 KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF THE NSLP, AND IN HEALTH AND SANITATION PRACTICES. UPON  
 DELIVERY SPONSOR IS RESPONSIBLE FOR MAINTAINING THE PROPER TEMPERATURE OF THE MEAL COMPONENTS UNTIL THEY ARE  
 CONSUMED.
3. SPONSOR SHALL HAVE STATE OR LOCAL HEALTH CERTIFICATIONS AS NEEDED FOR EACH OF THEIR SITES AND SHALL MAINTAIN  
 CERTIFICATION FOR THE DURATION OF THE AGREEMENT. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING  
 AREAS, AND ASSEMBLE TRANSPORT CARTS AND  
 AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN Next delivery day.  
TIME EACH DAY
4. NOTIFY THE VENDOR WITHIN 2 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES,  
 ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
5. PROVIDE THE VENDOR WITH A COPY OF NSLP COMPLIANCE SCHEDULES; AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS  
 PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE NSLP. THE SPONSOR WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE  
 SPONSOR, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE NSLP. IN THE CASE OF AUDIT,  
 SPONSOR WILL NOTIFY VENDOR WITHIN (3) BUSINESS DAYS OF RECEIVING NOTICE. SPONSOR SHALL BE RESPONSIBLE OF FORWARDING  
 THE WRITTEN NOTIFICATION FROM THE GOVERNING ENTITY SO THAT VENDOR IS POSITIONED TO BEST SUPPORT THE REQUISITION  
 REQUEST AND TAILOR THE SUPPORT. TYPICAL DOCUMENT REQUISITION IN A FORMAL AUDIT INCLUDES SUPPORT WITH MENUS, DELIVERY  
 RECEIPTS/RECORDS, RECIPES, LABELS AND PRODUCT FORMULATION STATEMENTS. ASSISTANCE OF EXTRAORDINARY NATURE MAY INCUR  
 CONSULTATIVE FEES.

<sup>4</sup>

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A NATIONAL SCHOOL LUNCH RECEIVING SPONSOR  
AND A FOOD SERVICE VENDOR/MEAL PROVIDER**

---

6. PAY THE VENDOR BY THE 30<sup>th</sup> DAY AFTER INVOICING THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE SPONSOR AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE. VENDOR RESERVES THE RIGHT TO CHARGE INTEREST (COMPOUNDED MONTHLY) ON ANY BALANCE LEFT UNPAID ON AN INVOICE. FOR AVOIDANCE OF DOUBT, FAILURE TO PAY AN INVOICE IS CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT.

**TERMS OF THE AGREEMENT:**

JULY 1, 2024

THIS AGREEMENT WILL TAKE EFFECT COMMENCING \_\_\_\_\_ AND SHALL BE FOR A PERIOD  
DATE

OF ONE CALENDAR YEAR. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO THE OTHER PARTY AT LEAST 90 DAYS PRIOR TO THE DATE OF TERMINATION. VENDOR WILL BE PAID WITHIN 15 DAYS FOR ANY MEALS AND SERVICES PROVIDED THROUGH THE EFFECTIVE TERMINATION DATE OF SERVICE.

**ADDITIONAL CONTRACTUAL UNDERSTANDINGS:**

1. **Confidentiality and Rights of Data.** During the term of this agreement, Vendor may grant to Sponsor a nonexclusive right to access certain proprietary materials of Vendor, including signage, food service surveys and studies management guidelines and procedures, operating manuals, software (both owned by and licensed by Vendor), and similar compilations regularly used in Vendor' business operations (trade secrets). Sponsor shall not disclose any of Vendor' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Sponsor shall not photocopy or otherwise duplicate any such material without the prior written consent of Vendor. All trade secrets and other confidential information shall remain the exclusive property of Vendor and shall be returned to Vendor immediately upon termination of the agreement. Sponsor shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the forgoing and except for software provided by Sponsor, Sponsor specifically agrees that all software associated with the operation of the service, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Vendor and not Sponsor. Furthermore, Sponsor's access or use of such software shall not create any right, title interest, or copyright in such software and Sponsor shall not retain such software beyond the termination of the agreement. In the event of any breach of this provision, Vendor shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

Unless otherwise required by law, subpoena or court order, Sponsor shall not disclose any of Vendor' trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Unless otherwise required by law, subpoena or court order, Sponsor shall not photocopy or otherwise duplicate any such material without the prior written consent of Vendor.

This provision shall survive termination of this agreement.

2. **Insurance.**
- 2.1. Sponsor will keep and maintain Commercial General Liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate and will provide Vendor with a certificate evidencing insurance in the amount, and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to Vendor.
- 2.2. Prior to the commencement of services Vendor procure and maintain the following insurance which shall be evidenced by Certificates of insurance submitted to Sponsor:
- 2.3. Commercial General Liability insurance which shall be written on an occurrence basis with limits not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for

## **STANDARD AGREEMENT TO FURNISH FOOD SERVICE BETWEEN A NATIONAL SCHOOL LUNCH RECEIVING SPONSOR AND A FOOD SERVICE VENDOR/MEAL PROVIDER**

claims against bodily injury, personal injury, and for property damage including any liability resulting from incidents of improper product preparation, contamination or transport and will provide sponsor with a certificate evidencing insurance in the amount, naming Sponsor as an additional insured and specifying that the coverage will not be canceled or modified without (30 days prior written notice to Sponsor.

- 2.4. Workers' Compensation Insurance with statutory limits and Employer's Liability insurance with limits not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Sponsor.
- 2.5. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the services or operations performed by Vendor with a combined single limit not less than \$1,000,000 per accident.
- 2.6. Primary & Non-contributory. Vendor's insurance shall be primary with respect to all claims or suits arising from its performance under this agreement and any insurance and/or self-insurance maintained by Sponsor shall not be required to contribute with it.
- 2.7. Broader Coverage and limits. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Vendor hereunder.
3. **Provisions.** The following list of additional provisions will assist Sponsor and Vendor to manage the process.
  - 3.1. Vendor will not supply items such as additional condiments, additional eating utensils, paper items, serveware/eatware, specialty/allergy/substitute milk, etc. unless separately contracted. Sporks and napkins essential to meal service is included.
  - 3.2. Sponsor is responsible to report/deal with any allergy/special diet needs and special order with Vendor.
  - 3.3. Sponsor acknowledges that Program food might be made on equipment that also manufactures products containing peanuts, eggs, shellfish, milk, wheat, and tree nuts.
  - 3.4. Vendor reserves the right to substitute stated menu items on the meal plan or snack option if it becomes unavailable in the market or due to unforeseen circumstances.
  - 3.5. Sponsor agrees that meal plans and snack options are intended for consumption at site. Vendor will deliver food labeled for the day of intended use. Prepared foods that are not consumed on the day of intended use will be properly disposed of by Sponsor. "Leftovers" may not be removed from the site and Vendor will not be responsible for food items removed without knowledge and prior consent.
  - 3.6. Vendor meals are not intended or labelled for retail sale.
  - 3.7. All other information/assumptions/provisions contained in "Chefables response (dated 4/26/23) to Making Waves Academy RFP" are included by reference here to this contract (response can stand alone or be incorporated as Appendix A to this document.)
4. **Time of Essence.** Time is of the essence in the performance of this Agreement.
5. **Notices.** All change orders, notices, demands, requests, exercises, and other communications under this Agreement shall be in writing and sent

If to Vendor:  
Bigbreak, LLC  
PO Box 288  
South San Francisco, CA 94083  
Email: [info@chefables.com](mailto:info@chefables.com)

If to Sponsor:  
Making Waves Academy  
4123 Lakeside Drive  
Richmond, CA 94806

These addresses may be changed by written notice to the other party.

6. **Indemnification by Vendor.** Vendor hereby agrees to defend, indemnify and hold harmless Sponsor, and its directors, officers, and employees for, from and against each claim, loss, liability, cost and expense (including reasonable attorney's



## **STANDARD AGREEMENT TO FURNISH FOOD SERVICE BETWEEN A NATIONAL SCHOOL LUNCH RECEIVING SPONSOR AND A FOOD SERVICE VENDOR/MEAL PROVIDER**

fees and expenses), directly or indirectly relating to, resulting from or arising out of any material breach by Vendor of any of the provisions of this Agreement or any act or failure to act by Vendor in connection with the transaction contemplated by this Agreement which constitutes negligence, bad faith, or willful misconduct.

7. **Indemnification by Sponsor.** Sponsor hereby agrees to defend, indemnify and hold harmless Vendor for, from and against each claim, loss, liability, cost and expense (including reasonable attorney's fees and expenses), directly or indirectly relating to, resulting from or arising out of any material breach by Sponsor of any of the provisions of this Agreement or any act or failure to act by Sponsor in connection with the transaction contemplated by this Agreement which constitutes negligence, bad faith, or willful misconduct.
8. **Indemnified Parties.** Any indemnification contained in this Agreement for the benefit of a party shall extend to the officers, partners, members, employees, and agents of the party. In no event will either party be liable for any special, incidental, consequential or indirect damages or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability.
9. **Cooperation of the Parties.** Vendor and Sponsor agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this agreement. In connection herewith, the parties shall meet to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.
10. **Warranties and Limitations.** The Vendor makes no warranties or representations to Sponsor other than those printed hereon. The Vendor shall not be liable for non-performance of this contract when such non-performance is attributable to utility disruption, fire, labor troubles, disputes or strikes, accidents, government (Federal, State and Municipal) regulations of, or restriction upon travel or transportation, non-availability of food, beverage, or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not, which are beyond the reasonable control of the Vendor, preventing or interfering with the Vendor's performance. In such event, the Vendor shall not be liable to Sponsor for any damages, whether actual or consequential, which may result from such non-performance. If Vendor assists Sponsor to procure any equipment it will be the sole responsibility and liability of the Sponsor for the usage, payment and maintenance of equipment. Vendor will, upon reimbursement in full, transfer to Sponsor a formal bill of sale, without recourse or warranty of any kind, express or implied, all of Vendor's right, title and interest in and to such Equipment on an "**As Is, Where Is**" basis. This transaction will be considered a pass-through from Vendor to Sponsor and at all times when equipment is on Sponsor sites, Sponsor assumes any and all legal responsibility and liability with respects to this equipment. Before bill of sale is completed (at full reimbursement) Sponsor will have liability insurance in place for usage and safety of equipment. Vendor will not be liable for any defects or liability that arises out of use of or in connection with said equipment at any point in time.
11. **Force Majeure.** Neither Vendor nor Sponsor shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this agreement, "force majeure" means acts of God; acts of the public enemy; acts of a governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes, or illegality. If any of the above causes an inability for Vendor to deliver meals, Sponsor will not be responsible for the cost of un-delivered meals. However, Vendor may suggest an alternative meal solution e.g. delivery from a local pizza parlor, in which case, Sponsor shall be fully responsible for payment of the alternate meal solution. Sponsor shall also be fully responsible for meals delivered but damaged by any of the above causes.
12. **Assignment.** In the event all or substantially all of Vendor's assets are acquired by another company, Vendor shall notify Sponsor in writing. Within 30 days, Sponsor has the right to continue service under the guidance of the acquirer, or terminate the agreement.
13. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
14. **Successors.** This Agreement shall be binding on and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns.
15. **Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE  
BETWEEN A NATIONAL SCHOOL LUNCH RECEIVING SPONSOR  
AND A FOOD SERVICE VENDOR/MEAL PROVIDER**

16. **Construction.** Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.
17. **Severability.** If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect as if the invalidated provision had not been included herein.
18. **Modification and Amendment.** This agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.
19. **Survival of Certain Terms:** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the agreement shall survive such termination or expiration date and shall be enforceable as provided herein.
20. **Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of California.
21. **Entire Agreement.** This Agreement may not be amended or modified except in writing and agreed to by both parties. This Agreement represents the entire understanding between the parties, and all prior discussions and negotiations are merged within it.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

VENDOR OFFICIAL SIGNATURE	SPONSOR OFFICIAL SIGNATURE
VENDOR OFFICIAL NAME (PLEASE TYPE)	SPONSOR OFFICIAL NAME (PLEASE TYPE)
BIGBREAK, LLC DBA) CHEFABLES	MAKING WAVES ACADEMY
TITLE	TITLE
Lesley Kohn, Executive Director	
PHONE NUMBER	PHONE NUMBER
888-808-2433	
DATE	DATE

# Coversheet

## CircleUp Education for DEI Training and Support

**Section:** IV. Action Items  
**Item:** G. CircleUp Education for DEI Training and Support  
**Purpose:** Vote  
**Submitted by:**  
**Related Material:**  
Proposal - Making Waves Academy - DEI & Restorative Practices Support (2024-2025) (1).pdf



# CircleUp Education

## Proposal - Making Waves Academy - DEI & Restorative Practices Support (2024-2025)

**Prepared for:**  
**Alton Nelson**  
Making Waves Academy  
anelson@mwacademy.org

**Created by:**  
**Tiffany Hoang**  
CircleUp Education  
tiffany@circleuped.org  
510-470-5290  
[www.circleuped.org](http://www.circleuped.org)



# High Demand Notice

This is just a reminder that due to **extremely high demand**, our next available **open dates** to schedule services with and limited availability:

**July/August of 2024**

We may have some availability sooner than this but it is **very limited**.

If you have dates in mind, please refer to the **Logistics** in the table below to identify the length of your proposed service and contact us immediately so that we can hold dates for you on our calendar.

## **Scheduling Check List**

Please prepare and share the following **parameters** with our team so we can expedite the the scheduling process.

- Identify which days work best for your team. Always share at **least 2 days of the week that will work**. Weekends are limited, but are an option as well.
- An exact time is always best, however, if you have flexibility, provide us with the **times of day** your team is available.
  - An example would be **Early Morning (before 6am-8am \*additional cost may apply), Morning (8-12), Afternoon (12pm-3pm, Early Evening (4pm-6pm), Late evening (after 6pm - 9pm \*additional cost may apply), Red Eye (Between 9pm and 6am \*additional cost may apply)**
- Know that there is more flexibility with scheduling Live Online sessions using Zoom versus In-person sessions due to commute time and session setup.
- **IMPORTANT** - We will hold dates for up to **two weeks** so please make sure that your internal process for approving contracts fits within that time table. We will release held dates up to two weeks before a reserved service date if we have not received a signed service agreement.

**Call us now to hold dates or see what we might have open sooner at 510-470-0823  
or email [tyrone@circleuped.org](mailto:tyrone@circleuped.org)**

Please take scheduling into consideration to make sure that our availability is in **alignment with your internal timeline for service delivery**. Thank you for your support and understanding during this high demand time.

## **Proposed Services**

Click the links in the pricing table for more details.

Name	Price	QTY	Subtotal
<p><b>CircleUp for Restorative Practices - Circle Design - Live In-person - <span style="color: green;">Part 1 - Experiential Circles with Staff (4 hours)</span></b></p> <p>The CircleUp for Restorative Practices - Circle Design introduces participants to the framework used to design and facilitate restorative circle practices to build trust, establish relationships, explore values, and deepen relationships between people in your community. This training also models a relationship-building circle and then shows participants how to reverse engineer them to reflect a very particular need or pain point that arose and how to problem solve common issues that occur.</p> <p><a href="#">CLICK HERE FOR MORE DETAILS</a></p> <p><u>Live Training Logistics</u></p> <ul style="list-style-type: none"> <li>This session is LIVE, meaning that it will take place at your site</li> <li>The session is <b>4 hours long</b>. (can be adjusted if needed)                             <ul style="list-style-type: none"> <li><b>There will be one short break included in the session.</b></li> </ul> </li> <li>Our team will arrive up to 1 hour early to set up the sessions.</li> <li>Our team will stay 30 minutes after the session to pack up all of the training materials.</li> <li>Our trainers have been <b>fully vaccinated</b> with the COVID-19 Vaccine and will wear a mask during the training session that allows participants to still see their faces.</li> <li>The cost includes setup, breakdown, and travel costs.</li> </ul> <p><u>Customizations</u></p> <p>This service will be customized to</p> <ul style="list-style-type: none"> <li>Guide staff through community-building experiences at the beginning of the year.</li> <li>Allow staff to experience the benefits of community building firsthand.</li> <li>Reflect on the impact of community building in creating a sense of inclusion and belonging.</li> <li>Familiarize staff with the framework through direct experience.</li> </ul>	<p>\$5,895.00</p>	<p>1</p>	<p>\$5,895.00</p>

<p><b>CircleUp for Restorative Practices - Circle Design - Live In-person - <span style="color: green;">Part 2 - Designing &amp; Facilitating Circles for Students (4 hours)</span></b></p> <p>The CircleUp for Restorative Practices - Circle Design introduces participants to the framework used to design and facilitate restorative circle practices to build trust, establish relationships, explore values, and deepen relationships between people in your community. This training also models a relationship-building circle and then shows participants how to reverse engineer them to reflect a very particular need or pain point that arose and how to problem solve common issues that occur.</p> <p><a href="#">CLICK HERE FOR MORE DETAILS</a></p> <p><b><u>Live Training Logistics</u></b></p> <ul style="list-style-type: none"> <li>• This session is LIVE, meaning that it will take place at your site</li> <li>• The session is <b>3 hours long</b>. (can be adjusted if needed)             <ul style="list-style-type: none"> <li>• <b>There will be one short break included in the session.</b></li> </ul> </li> <li>• This session will include small group breakout sessions.</li> <li>• Our team will arrive up to 1 hour early to set up the sessions.             <ul style="list-style-type: none"> <li>• Our team will stay 30 minutes after the session to pack up all of the training materials.</li> </ul> </li> <li>• Our trainers have been <b>fully vaccinated</b> with the COVID-19 Vaccine and will wear a mask during the training session that allows participants to still see their faces.</li> <li>• The cost includes setup, breakdown, and travel costs.</li> </ul> <p><b><u>Customizations</u></b></p> <p>This service will be customized to provide staff with:</p> <ul style="list-style-type: none"> <li>• Training to facilitate similar experiences for students in the classroom that specifically help students practice empathy, communication, and sharing, and break down barriers and promote respect and acceptance of differences.</li> <li>• Tools to design community agreements and/or team-building circles for the start of the school year.</li> </ul>	<p><b>\$4,982.00</b></p>	<p><b>1</b></p>	<p><b>\$4,982.00</b></p>
--	--------------------------	-----------------	--------------------------

<p><b>Restorative Infrastructure Review &amp; Development Coaching - Live Online - <a href="#">Advisory Lesson Planning with a Selected Cohort</a></b></p> <p>The Restorative Infrastructure Review &amp; Development Coaching Service provides you with expert review and technical support to ensure that policies, practices, and systems are restorative and highly customized to meet your inclusion, equity, conflict resolution needs. This session includes problem-solving, skill development, and best practices that represent your unique needs.</p> <p><a href="#">CLICK HERE FOR MORE DETAILS</a></p> <p><b><u>Logistics</u></b></p> <ul style="list-style-type: none"> <li>• 50-minute long session</li> <li>• Recommended 3-5 sessions minimum</li> </ul> <p><b><u>Customizations</u></b></p> <ul style="list-style-type: none"> <li>• These sessions front-loaded at the beginning of the year and spread out throughout the rest of the year.</li> <li>• CircleUp will work closely with a cohort to design lessons for Advisory and build upon the foundation of community building started in the classroom.</li> <li>• The goal will be to support this cohort with designing impactful conversations about diversity, inclusion, identity, belonging, race/racism, and respect or teach about special heritage months celebrating students' cultures.</li> </ul>	<p><b>\$595.00</b></p>	<p><b>7</b></p>	<p><b>\$4,165.00</b></p>
--	------------------------	-----------------	--------------------------



<p><b>Discussion Circle/Meeting Facilitation - Live In-person - Continued Modeling of Experiential Circles with Staff in Preparation for Advisory Lessons (1.5 hours)</b></p> <p>The Discussion Circle/Meeting is designed to engage participants in activities designed to discuss, reflect, and process important topics that impact the day-to-day live of participants. The Discussion Circle/Meeting has a core topic or theme that is related to group relationships, trauma, resiliency, the impact of local and global events, race, social-emotional learning skills, or other important topics. This service is guided by a CircleUp Training Synergist.</p> <p><b><u>Live Training Logistics</u></b></p> <ul style="list-style-type: none"> <li>• This session is LIVE, meaning that it will take place at your site</li> <li>• The session is <b>1.5 hours long</b>. (can be adjusted if needed)             <ul style="list-style-type: none"> <li>• <b>There will be one short break included in the session.</b></li> </ul> </li> <li>• This session will include small group breakout sessions.</li> <li>• Our team will arrive up to 1 hour early to set up the sessions.             <ul style="list-style-type: none"> <li>• Our team will stay 30 minutes after the session to pack up all of the training materials.</li> </ul> </li> <li>• Our trainers have been <b>fully vaccinated</b> with the COVID-19 Vaccine and will wear a mask during the training session that allows participants to still see their faces.</li> <li>• The cost includes setup, breakdown, and travel costs.</li> </ul> <p><b><u>Customizations</u></b></p> <ul style="list-style-type: none"> <li>• CircleUp will continue to model Restorative Practices for staff throughout the year</li> <li>• We will preview Restorative Circles that they will facilitate in the classroom that were also designed by the Cohort mentioned above</li> <li>• Staff will als be provided wth time for reflection and customization for specific advisory classes.</li> </ul>	<p><b>\$2,881.00</b></p>	<p><b>4</b></p>	<p><b>\$11,524.00</b></p>
--	--------------------------	-----------------	---------------------------

<p><b>Restorative Practices Coaching - Refining Your Circle Practices - Live Online - <span style="color: orange;">Ongoing Coaching &amp; Support for Staff</span></b></p> <p>The Restorative Practices Coaching - Refining Your Circle Practices service provides you with one-on-one or small group coaching designed to identify issues with designing and leading Restorative Practices and provide you with needs-based recommendations, strategies, best practices, and tools to enhance your practice. This coaching is also designed to help problem-solve common and unique challenges that practitioners may experience.</p> <p><a href="#"><u>CLICK HERE FOR MORE DETAILS</u></a></p> <p><b><u>Logistics</u></b></p> <ul style="list-style-type: none"> <li>• 1-hour long session</li> <li>• Recommended 3-5 sessions minimum</li> </ul> <p><b><u>Customizations</u></b></p> <ul style="list-style-type: none"> <li>• Provide coaching for teachers who need additional assistance, feedback, observation, brainstorming, and troubleshooting.</li> <li>• Extend support to student services, counselors, or deans as needed.</li> </ul>	<p><b>\$595.00</b></p>	<p><b>5</b></p>	<p><b>\$2,975.00</b></p>
<p><b>Training Tools - Relationship Building Design Guides for CircleUp for Restorative Practices Training (1 per Teacher/ Staff Member)</b></p>	<p><b>\$54.99</b></p>	<p><b>100</b></p>	<p><b>\$5,499.00</b></p>

<p><b>Training Tools - <i>NEW</i> Relationship Building CUE Cards for CircleUp for Restorative Practices Training (1 per Teacher/ Staff Member)</b></p> <p>The <i>New Relationship Building Cue Cards™</i> are a must-have tool for anyone who wants a simple way to build relationships with people in your workplace or classroom. These <b>70</b> check-ins and check'out's are designed to be used on a regular basis to support inclusive workplace and classroom culture. They are extremely portable and fit perfectly into a purse, briefcase, or backpack. Every Relationship Building Cue Card™ includes either a sentence starter or tips to help guide the process.</p> <p><a href="#">CLICK HERE FOR MORE DETAILS</a></p> <p><a href="#">*The new Relationship Building CUE Cards will launch June 2024</a></p>	<p>\$12.99</p>	<p>100</p>	<p>\$1,299.00</p>
--	----------------	------------	-------------------

Tax **\$0.00**

**Total** **\$36,339.00**

## Summary Of Next Steps

All of the proposed support steps are included in the proposed cost above.

1. **Negotiate Services & Costs**
2. **Sign Service Agreement**
3. **Finalize Logistics & Preparation of Services**
4. **Customize Your Services**
5. **Begin Implementing Your Services**
6. **Evaluate Services and Discuss Next Steps**

## Some Of Our Satisfied Clients



City of Oakland



City of Fremont  
Human Services &  
Police Department



City of San Francisco  
Adult Probation  
Department



City of Union City



Municipal Management  
Association of  
Northern California



Fremont Unified  
School District



San Jose Unified  
School District



Hayward Unified  
School District



Jefferson Elementary  
School District



University of California  
San Francisco



City of Hayward



Oakland Metropolitan  
Chamber of  
Commerce



University of Arizona



Reading Partners



University of  
California, Berkeley



Salesforce



Capital One



Accenture



Zendrive



Grid Alternatives



AI4All



Presence Product  
Group



Trilogy Interactive



Pyatok



Elevate Security



City of Fremont



Learn. Graduate. Give Back.



Apple



Port Of Oakland



Stanford University



# Coversheet

## Vendor invoices from February to March 2024

**Section:** V. Consent Action Items  
**Item:** A. Vendor invoices from February to March 2024  
**Purpose:**  
**Submitted by:** Hung Mai  
**Related Material:** Bill Payment List - February to March 2024.pdf

**BACKGROUND:**

Vendor invoices for February to March 2024.

Fiscal Impact: \$1,879,360.14

**RECOMMENDATION:**

Review and approve February to March 2024 vendor invoices.

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>February to March 2024</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
2/26/2024	18715	A. Caballero Productions	\$ 10,492.00	Graduation Supplies
2/12/2024	18667	AAA Business Supplies & Interiors	\$ 1,261.69	Supplies
2/20/2024	18700	AAA Business Supplies & Interiors	\$ 10,406.61	Supplies
3/11/2024	18759	AAA Business Supplies & Interiors	\$ 1,261.69	Supplies
3/25/2024	18806	Acme Fire Extinguisher Co., Inc.	\$ 6,098.20	Repairs and Maintenance - Building
3/25/2024	18807	Aguirre, Claudia	\$ 200.00	Reimbursement
2/5/2024	18647	Alert Services, Inc	\$ 79.02	Sport Medical Supplies
3/25/2024	18855	Alfaro, Erick	\$ 1,000.00	Reimbursement
2/12/2024	18668	All Cal Golf and Industrial Vehicle/ East Bay Golf	\$ 440.15	Repairs and Maintenance - Building
3/4/2024	18727	All Cal Golf and Industrial Vehicle/ East Bay Golf	\$ 426.04	Repairs and Maintenance - Building
3/11/2024	18760	All Cal Golf and Industrial Vehicle/ East Bay Golf	\$ 3,310.50	Repairs and Maintenance - Building
3/4/2024		Altura Communication Solutions, LLC	\$ 480.00	IT Contracted Services
2/5/2024	18648	Ameriflex LLC	\$ 332.00	FSA Administrative Fee
2/12/2024	18669	Ameriflex LLC	\$ 336.15	FSA Administrative Fee
3/18/2024	18783	Ameriflex LLC	\$ 336.15	FSA Administrative Fee
2/20/2024	18701	Anchor Counseling & Education Solutions	\$ 21,552.50	SPED Service
3/18/2024	18784	Anchor Counseling & Education Solutions	\$ 20,070.00	SPED Service
2/20/2024	18702	AT&T CALNET	\$ 835.08	Utility
3/18/2024	18785	AT&T CALNET	\$ 443.22	Utility
3/4/2024	18728	Avant Assessment, LLC	\$ 1,428.00	Contracted Services
3/25/2024	18808	Avila, Kevin	\$ 200.00	Reimbursement
2/12/2024	18670	Ayala, Carolina	\$ 84.51	Reimbursement
3/25/2024	18809	Barcenas, Santiago	\$ 200.00	Reimbursement
2/5/2024	18649	Bay Area Charters	\$ 4,252.50	Transportation for Field Trip and Sport
2/20/2024	18703	Bay Area Charters	\$ 8,257.50	Transportation for Field Trip and Sport
3/4/2024	18729	Bay Area Charters	\$ 6,192.50	Transportation for Field Trip and Sport
3/25/2024	18810	Bay Area Charters	\$ 12,226.25	Transportation for Field Trip and Sport
3/25/2024	18856	Bay Area Conference	\$ 150.00	Conference Fees
2/5/2024	18650	Bay Area International Translation Services LLC	\$ 2,800.00	Translation Services

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>February to March 2024</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
2/12/2024	18671	Bay Area International Translation Services LLC	\$ 1,670.00	Translation Services
2/26/2024	18716	Bay Area International Translation Services LLC	\$ 2,495.00	Translation Services
3/18/2024	18786	Bay Area International Translation Services LLC	\$ 1,596.00	Translation Services
3/25/2024	18811	Bay Area International Translation Services LLC	\$ 400.00	Translation Services
3/25/2024	18812	Bazaldua Guerrero, Jenifer	\$ 350.00	Reimbursement
3/25/2024	18813	BEI Construction Inc.	\$ 2,669.00	Contracted Services
3/18/2024	18787	Bigbreak, LLC	\$ 39,726.12	Student Food
2/5/2024	18651	BSM Facility Services Group	\$ 5,200.00	Repairs and Maintenance - Building
2/12/2024	18672	BSM Facility Services Group	\$ 2,005.00	Repairs and Maintenance - Building
2/5/2024	18652	California Choice Benefit Administrators	\$ 183,149.97	Health Insurance
3/4/2024	18730	California Choice Benefit Administrators	\$ 169,976.60	Health Insurance
2/14/2024	Voided - 17252	California Commission on Teacher Credentialing	\$ (100.00)	Contracted Services
2/14/2024	Voided - 16188	California Commission on Teacher Credentialing	\$ (100.00)	Contracted Services
2/5/2024	18653	Cascade Healthcare Services, LLC	\$ 4,464.00	Contracted Services
3/25/2024	18814	CDW Government	\$ 25,800.84	IT Supplies
2/1/2024	18624	Charter Safe	\$ 15,580.00	Liability and Worker Comp Insurance
3/4/2024	18731	Charter Safe	\$ 15,580.00	Liability and Worker Comp Insurance
2/28/2024		Chase	\$ 30,420.69	Credit Card Payment
3/27/2024		Chase	\$ 25,810.40	Credit Card Payment
2/12/2024	18673	ChildCare Careers, LLC	\$ 3,223.50	Substitutes Fee
2/20/2024	18704	ChildCare Careers, LLC	\$ 4,882.60	Substitutes Fee
3/4/2024	18732	ChildCare Careers, LLC	\$ 8,692.25	Substitutes Fee
3/11/2024	18761	ChildCare Careers, LLC	\$ 3,623.99	Substitutes Fee
3/18/2024	18788	ChildCare Careers, LLC	\$ 4,948.55	Substitutes Fee
2/12/2024	18674	Christ the Lord Episcopal Church	\$ 400.00	Facility Rental Fee
2/5/2024	18654	Cintas	\$ 3,035.90	Custodial Supplies
2/20/2024	18705	Cintas	\$ 5,450.86	Custodial Supplies
3/4/2024	18733	Cintas	\$ 2,488.82	Custodial Supplies
3/18/2024	18789	Cintas	\$ 2,330.62	Custodial Supplies



<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>February to March 2024</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
3/18/2024		CircleUp Education	\$ 3,549.00	Professional Development
3/25/2024		CircleUp Education	\$ 495.00	Professional Development
3/11/2024	18762	City of Pinole	\$ 5,004.00	Facility Rental Fee
2/20/2024	18706	City of Richmond	\$ 250.00	Additional Sport Facilities Use Fees
3/4/2024	18734	City of Richmond	\$ 1,151.00	Additional Sport Facilities Use Fees
2/26/2024	18714	CliftonLarsonAllen LLP	\$ 2,845.50	Legal Fees
2/12/2024	18675	Coda Technology Group	\$ 340.00	Contracted Services
2/12/2024	18676	Colonial Life	\$ 311.10	Health Insurance
3/18/2024	18790	Colonial Life	\$ 311.10	Health Insurance
2/12/2024	18677	Concur Technologies, Inc.	\$ 387.58	IT Contracted Services
3/11/2024	18763	Concur Technologies, Inc.	\$ 387.58	IT Contracted Services
2/26/2024	18717	Contra Costa Co Office of Ed	\$ 30,800.00	Teacher Induction
3/25/2024	18815	Coria Alejandre, Isaac	\$ 200.00	Reimbursement
2/12/2024	18678	Cornerstone Educational Solutions	\$ 9,447.02	Contracted Services
3/11/2024	18764	Cornerstone Educational Solutions	\$ 1,888.84	Contracted Services
3/18/2024	18791	Cornerstone Educational Solutions	\$ 13,116.01	Contracted Services
2/12/2024	18679	Corodata	\$ 72.18	Storage Fee
3/11/2024	18765	Corodata	\$ 70.01	Storage Fee
3/25/2024	18816	Coyoy, Daniel	\$ 200.00	Reimbursement
2/12/2024	18680	Cross Country Education	\$ 581.95	SPED Service
3/18/2024	18792	Cross Country Education	\$ 436.46	SPED Service
2/12/2024	18681	Cruz-Reiber, Jeannette	\$ 700.00	Contracted Services
3/11/2024	18766	Cruz-Reiber, Jeannette	\$ 700.00	Contracted Services
3/18/2024	18793	Department of Justice	\$ 49.00	Staff Recruitment
2/12/2024	18682	Dialink Corporation	\$ 2,232.24	IT Contracted Services
3/4/2024	18735	Dialink Corporation	\$ 2,232.24	IT Contracted Services
3/25/2024	18817	Duarte, Maria	\$ 200.00	Reimbursement
3/4/2024	18736	East Bay Basketball Officials Association	\$ 3,024.00	Contracted Services
3/4/2024	18737	EBMUD	\$ 8,791.90	Utility

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>February to March 2024</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
3/4/2024	18738	Edmentum	\$ 393.48	IT Contracted Services
2/5/2024	18655	EdTec Inc	\$ 1,251.67	School Attendance Service
3/11/2024	18767	EdTec Inc	\$ 1,251.67	School Attendance Service
2/12/2024	18683	Education Pioneers	\$ 14,000.00	Contracted Services
2/12/2024	Voided - 18581	Education Pioneers	\$ (14,000.00)	Contracted Services
3/11/2024	18768	Enome, Inc.	\$ 5,550.00	IT Contracted Services
2/5/2024		Equitable Talent Strategies	\$ 9,045.00	Contracted Services
3/4/2024	18739	Equitable Talent Strategies	\$ 7,300.00	Contracted Services
2/5/2024	18656	Filmtwist Productions LLC	\$ 6,475.00	Contracted Services
3/25/2024	18818	Gallardo, Joselyn	\$ 200.00	Reimbursement
2/26/2024	18718	Global Office Inc	\$ 922.68	Copier Lease
3/4/2024	18740	Global Office Inc	\$ 660.77	Copier Lease
3/25/2024	18819	Global Office Inc	\$ 8,447.09	Copier Lease
3/25/2024	18820	Gutierrez, Christopher	\$ 200.00	Reimbursement
3/25/2024	18821	Guzman Hernandez, Sofia	\$ 200.00	Reimbursement
3/25/2024	18822	Guzman Rivera, Adan	\$ 200.00	Reimbursement
3/25/2024	18823	Guzman, Omar	\$ 200.00	Reimbursement
3/18/2024	18794	Hanna Interpreting Services LLC	\$ 11,737.35	Contracted Services
3/25/2024	18824	Hanna Interpreting Services LLC	\$ 12,600.00	Contracted Services
3/18/2024	18795	Harmony Enterprises Inc	\$ 3,100.44	Repairs and Maintenance - Building
3/11/2024	18769	Headwaters Science Institute	\$ 1,000.00	Field Trip
3/25/2024	18825	Hernandez, Andrew	\$ 200.00	Reimbursement
3/25/2024	18826	Hernandez, Ariana	\$ 350.00	Reimbursement
3/25/2024	18827	Hernandez, Eric	\$ 200.00	Reimbursement
3/25/2024	18828	Hernandez, Johanna	\$ 200.00	Reimbursement
3/25/2024	18829	Huizar, Roberto	\$ 200.00	Reimbursement
3/4/2024	18741	Industrial Minerals Company	\$ 794.91	Supplies
2/12/2024	18684	Instruction Partners	\$ 27,785.00	Contracted Services
3/18/2024	18796	Iron Mountain	\$ 530.24	Contracted Services

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>February to March 2024</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
3/4/2024	18742	Jostens	\$ 3,313.30	Graduation Supplies
2/20/2024	18707	Kronos	\$ 4,918.18	Payroll system
3/18/2024	18797	Kronos	\$ 5,430.82	Payroll system
2/5/2024	18657	Law Offices of Young, Minney & Corr, LLP	\$ 1,515.00	Legal Fees
3/11/2024	18770	Law Offices of Young, Minney & Corr, LLP	\$ 6,212.50	Legal Fees
3/29/2024		Layered Education	\$ 10,000.00	Contracted Services
2/1/2024	18630	LBM, Business Services Inc.	\$ 1,500.00	E-Rate
3/4/2024	18743	LBM, Business Services Inc.	\$ 1,500.00	E-Rate
3/25/2024	18830	Leon, German	\$ 200.00	Reimbursement
2/12/2024	18685	Linde Group	\$ 29,599.35	IT Support
3/11/2024	18771	Linde Group	\$ 29,047.20	IT Support
3/25/2024	18831	Lopez, Susana	\$ 200.00	Reimbursement
3/25/2024	18832	Magdaleno, Duana	\$ 200.00	Reimbursement
2/5/2024	18658	Making Waves Education Foundation	\$ 153,403.00	School Lease
3/4/2024	18744	Making Waves Education Foundation	\$ 153,403.00	School Lease
3/11/2024	18772	Making Waves Education Foundation	\$ 66.38	School Lease
2/12/2024	18686	Marcia Brenner Associates	\$ 2,185.00	IT Contracted Services
2/12/2024	18687	Marin Benefits Administrators	\$ 350.00	Contracted Services
3/11/2024	18773	Marin Benefits Administrators	\$ 350.00	Contracted Services
3/25/2024	18833	Martinez, Cristal	\$ 350.00	Reimbursement
3/25/2024	18834	Martinez, Diana	\$ 200.00	Reimbursement
3/25/2024	18835	Martinez, Maria	\$ 200.00	Reimbursement
3/25/2024	18836	Martinez, Rogelio	\$ 200.00	Reimbursement
3/25/2024	18837	Mata, Jessica	\$ 200.00	Reimbursement
3/25/2024	18838	Melendez, Jonas	\$ 200.00	Reimbursement
3/18/2024	18798	Mid-County Officials Network	\$ 3,394.00	Sport Game Fees
2/5/2024	18659	Minuteman Press	\$ 167.98	Office Supplies
3/18/2024	18799	Minuteman Press	\$ 125.22	Office Supplies
3/25/2024	18839	Moreno, Regina	\$ 200.00	Reimbursement

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>February to March 2024</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
2/20/2024	18708	Motown Mechanical	\$ 200.00	Building Repairs/Maintenance
2/5/2024	18660	Nelson Connects	\$ 1,163.10	Staff Recruitment
2/12/2024	18688	Nelson Connects	\$ 930.48	Staff Recruitment
2/20/2024	18709	Nelson Connects	\$ 1,163.10	Staff Recruitment
2/26/2024	18719	Nelson Connects	\$ 1,163.10	Staff Recruitment
3/4/2024	18745	Nelson Connects	\$ 1,589.57	Staff Recruitment
3/11/2024	18774	Nelson Connects	\$ 1,163.10	Staff Recruitment
3/18/2024	18800	Nelson Connects	\$ 1,163.10	Staff Recruitment
3/4/2024	18746	Netronix Integration, Inc.	\$ 675.00	Contracted Services
2/12/2024	18689	Northwest 84th Consulting, LLC	\$ 16,195.05	Contracted Services
3/11/2024		Northwest 84th Consulting, LLC	\$ 12,214.60	Contracted Services
3/25/2024	18840	Ochoa, Emily	\$ 200.00	Reimbursement
2/20/2024	18710	Office Depot	\$ 4,812.14	Office Supplies
3/4/2024	18748	Office Depot	\$ 77.35	Office Supplies
3/4/2024	18747	Office Depot	\$ 12,745.68	Office Supplies
3/25/2024	18841	Office Depot	\$ 4,674.14	Office Supplies
3/4/2024	18749	Orkin Pest Control	\$ 871.97	Building Repairs/Maintenance
3/11/2024	18775	Orkin Pest Control	\$ 871.97	Building Repairs/Maintenance
2/26/2024		Pacheco's Cleaning Service	\$ 51,750.00	Janitorial Services
3/25/2024		Pacheco's Cleaning Service	\$ 51,750.00	Janitorial Services
3/4/2024		PG & E - 0911653377-0	\$ 6,042.68	Utility
3/29/2024		PG & E - 0911653377-0	\$ 4,140.86	Utility
3/4/2024		PG & E - 1229161920-8	\$ 14,784.85	Utility
3/29/2024		PG & E - 1229161920-8	\$ 32,089.56	Utility
3/4/2024		PG & E - 2052957541-5	\$ 5,196.41	Utility
3/29/2024		PG & E - 2052957541-5	\$ 3,605.63	Utility
3/4/2024		PG & E - 2538827590-8	\$ 14,271.19	Utility
3/29/2024		PG & E - 2538827590-8	\$ 15,604.65	Utility
2/5/2024		PG & E - 5344744823-3	\$ 2,953.85	Utility

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>February to March 2024</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
3/4/2024		PG & E - 5344744823-3	\$ 3,039.24	Utility
3/29/2024		PG & E - 5344744823-3	\$ 2,461.49	Utility
3/4/2024		PG & E - 6293019192-9	\$ 11,781.04	Utility
3/29/2024		PG & E - 6293019192-9	\$ 8,236.14	Utility
2/5/2024	18661	Photo Collections	\$ 500.00	Supplies
2/1/2024	18635	PLIC - SBD GRAND ISLAND	\$ 22,913.96	Health Insurance
3/4/2024	18750	PLIC - SBD GRAND ISLAND	\$ 23,132.65	Health Insurance
3/4/2024	18751	Point One Electrical Systems, Inc	\$ 983.97	IT Contracted Services
3/18/2024		Quadient Finance USA, Inc	\$ 5,010.00	Postage
2/20/2024		Quadient Leasing USA, Inc	\$ 1,197.16	Copier Lease
3/11/2024	18776	Quest Media & Supplies, Inc	\$ 7,949.09	IT Supplies
3/4/2024	18752	Quick SWPPP Corporation	\$ 600.00	Building Repairs/Maintenance
3/25/2024	18842	Ramirez, Clemente	\$ 200.00	Reimbursement
3/25/2024	18843	Ramirez, Gizelle	\$ 200.00	Reimbursement
2/12/2024		ReadyRefresh by Nestle	\$ 463.29	Drinking Water Supplies
2/12/2024		ReadyRefresh by Nestle	\$ 7,365.10	Drinking Water Supplies
3/18/2024		ReadyRefresh by Nestle	\$ 46.62	Drinking Water Supplies
3/18/2024		ReadyRefresh by Nestle	\$ 1,317.02	Drinking Water Supplies
2/12/2024	18690	Record Timing	\$ 500.00	Contracted Services
2/5/2024		Republic Services #851	\$ 4,975.50	Waste Management
3/11/2024		Republic Services #851	\$ 5,086.74	Waste Management
2/5/2024		Rids Brother Company Inc	\$ 7,952.50	SPED Transportation Service
3/11/2024		Rids Brother Company Inc	\$ 7,762.50	SPED Transportation Service
2/5/2024	18662	Robinson, Tyrone	\$ 650.00	Reimbursement
3/25/2024	18844	Ruiz Rios, Melissa	\$ 200.00	Reimbursement
3/25/2024	18857	Sacramento County Office of Education	\$ 615.00	National History Day Registration Fee
2/12/2024	18691	Sage Intacct, Inc.	\$ 5.00	Accounting Software
2/13/2024		Sage Intacct, Inc.	\$ 32.50	Accounting Software
2/13/2024	Voided - 18691	Sage Intacct, Inc.	\$ (5.00)	Accounting Software

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>February to March 2024</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
2/13/2024	Voided - 18559	Sage Intacct, Inc.	\$ (27.50)	Accounting Software
3/4/2024		Sage Intacct, Inc.	\$ 18.50	Accounting Software
3/18/2024		Sage Intacct, Inc.	\$ 22.50	Accounting Software
3/25/2024		Sage Intacct, Inc.	\$ 19,080.00	Accounting Software
3/25/2024	18845	Sanchez Rivas, Diego	\$ 350.00	Reimbursement
3/25/2024	18846	Sandhu, Simren	\$ 200.00	Reimbursement
3/25/2024	18847	Santiago, Jared	\$ 200.00	Reimbursement
2/5/2024	18663	Scoot Education Inc	\$ 4,287.88	Substitutes Fee
2/12/2024	18692	Scoot Education Inc	\$ 3,356.76	Substitutes Fee
2/20/2024	18711	Scoot Education Inc	\$ 4,151.64	Substitutes Fee
2/26/2024	18720	Scoot Education Inc	\$ 6,493.64	Substitutes Fee
3/11/2024	18777	Scoot Education Inc	\$ 3,479.76	Substitutes Fee
3/18/2024	18801	Scoot Education Inc	\$ 5,178.64	Substitutes Fee
3/25/2024	18858	Scoot Education Inc	\$ 6,972.76	Substitutes Fee
2/20/2024	18712	Seneca Family of Agencies	\$ 8,358.63	SPED Service
2/26/2024	18721	Seneca Family of Agencies	\$ 12,960.00	SPED Service
3/4/2024	18753	Seneca Family of Agencies	\$ 400.00	SPED Service
3/11/2024	18778	Seneca Family of Agencies	\$ 8,358.63	SPED Service
3/25/2024	18848	Serrano, Oscar	\$ 350.00	Reimbursement
3/25/2024	18849	Singh, Sukhjot	\$ 200.00	Reimbursement
2/12/2024	18693	Stericycle, Inc.	\$ 155.20	Contracted Services
3/25/2024		Stericycle, Inc.	\$ 77.60	Contracted Services
2/12/2024	18694	Sterling	\$ 10.00	Background Check
3/25/2024	18850	Sterling, Bertha	\$ 200.00	Reimbursement
3/4/2024	18754	Susan Tamayo-Toler	\$ 1,786.18	Office Supplies
2/5/2024	18664	Swing Education, Inc	\$ 4,350.00	Substitutes Fee
2/12/2024	18695	Swing Education, Inc	\$ 7,612.50	Substitutes Fee
2/20/2024	18713	Swing Education, Inc	\$ 7,250.00	Substitutes Fee
2/26/2024	18722	Swing Education, Inc	\$ 10,875.00	Substitutes Fee

<b>Making Waves Academy</b>				
<b>Bill Payment List</b>				
<b>February to March 2024</b>				
<b>Date</b>	<b>Num</b>	<b>Vendor</b>	<b>Amount</b>	<b>Descriptions</b>
3/11/2024	18779	Swing Education, Inc	\$ 9,425.00	Substitutes Fee
3/18/2024	18802	Swing Education, Inc	\$ 8,700.50	Substitutes Fee
3/25/2024	18859	Swing Education, Inc	\$ 6,887.50	Substitutes Fee
2/26/2024	18723	Talkspace Provider Network, PA	\$ 5,000.00	Psychologist
3/4/2024	18756	Talkspace Provider Network, PA	\$ 5,000.00	Psychologist
3/18/2024	18803	Talkspace Provider Network, PA	\$ 5,000.00	Psychologist
2/5/2024	18665	The HR Manager LLC	\$ 442.50	Contracted Services
3/11/2024	18780	The HR Manager LLC	\$ 295.00	Contracted Services
2/26/2024	18724	The Speech Pathology Group	\$ 2,071.79	SPED Service
3/18/2024	18804	The Speech Pathology Group	\$ 1,209.59	SPED Service
2/1/2024	18640	T-Mobile	\$ 5,920.00	Telephone
3/4/2024	18755	T-Mobile	\$ 5,920.00	Telephone
3/25/2024	18851	Torres, Alessandro	\$ 200.00	Reimbursement
2/26/2024	18725	Triton Sensors LLC	\$ 9,715.00	Supplies
3/18/2024		Triton Sensors LLC	\$ 595.00	Supplies
3/25/2024	18852	Urquilla, Roberto	\$ 200.00	Reimbursement
3/25/2024	18853	Valencia, Valeria	\$ 200.00	Reimbursement
2/12/2024		Verizon Wireless	\$ 5,011.22	Telephone
3/11/2024		Verizon Wireless	\$ 4,939.35	Telephone
2/1/2024	18641	Vision Service Plan	\$ 1,682.91	Health Insurance
3/4/2024	18757	Vision Service Plan	\$ 1,705.57	Health Insurance
3/25/2024	18854	Wallace, Yoltzin	\$ 200.00	Reimbursement
2/5/2024	18666	Well Design Premium Signage	\$ 1,174.96	Supplies
2/12/2024	18696	Wells Fargo Vendor Financial Services, LLC	\$ 5,799.19	Copier Lease
3/11/2024	18781	Wells Fargo Vendor Financial Services, LLC	\$ 5,799.19	Copier Lease
		<b>February to March 2024</b>	<b>\$ 1,879,360.14</b>	
		<b>February to March 2023</b>	<b>\$ 1,858,514.74</b>	

# Coversheet

## SolarWinds Service Desk Renewal

**Section:** V. Consent Action Items  
**Item:** B. SolarWinds Service Desk Renewal  
**Purpose:** Vote  
**Submitted by:** Damon Edwards  
**Related Material:** SolarWinds Quote and Agreement 24-25.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 and renewal agreement with a fiscal impact of \$35,958.





# SolarWinds Renewal Quote

## Valid Until: 31 May 2024

Terms: Net 30

Quote#: Q-441431  
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



<b>Company:</b> Making Waves Academy	<b>Company:</b> SolarWinds
<b>Address:</b> Making Waves Academy 4123 Lakeside Drive Richmond CA 94806 United States	<b>Address:</b> PO BOX 730720 Dallas, TX 75373
<b>Email:</b> -	<b>Tax ID#:</b> 73-1559348
<b>Phone:</b> -	<b>Renewal Contact:</b> Chelsea Douglas
	<b>Email:</b> chelsea.douglas@solarwinds.com
	<b>Phone:</b> -

Quote Line	Product	Type	Annual Rate **	Start Date	End Date	Qty	Unit Price	Total
1	Advanced Asset Management - Subscription <b>SKU 1231006</b>	Renewal	\$ 9,200.00	31 May 2024	31 May 2025	2500	\$ 3.68	\$ 9,200.00
2	Advanced Service Agent Users - Subscription <b>SKU 1231007</b>	Renewal	\$ 26,758.00	31 May 2024	31 May 2025	40	\$ 668.95	\$ 26,758.00

Pricing above may not include local taxes, for which the customer is responsible.

Sub-Total: \$ 35,958.00

**Total Amount Due: \$ 35,958.00**

Except where explicitly agreed otherwise, Your use of the SolarWinds products identified in this quote is governed by the SolarWinds End User License Agreement (EULA) for on-prem products or Software Services Agreement (SSA) for SaaS products (see links below). In addition, certain SolarWinds products may also be subject to product-specific terms, found at [legal-documents](#). SolarWinds follows its [Privacy Notice](#) regarding its handling of any personal information provided by customers. Unless otherwise noted, this quote is for a direct transaction between SolarWinds and the named customer or partner; any change to the transaction structure including a marketplace sale may be subject to additional or different fees.



[EULA](#) | [SSA](#) | [Contact](#) | [Website Terms of Use](#)



© 2024 SolarWinds Worldwide, LLC. All Rights Reserved. The SOLARWINDS and SOLARWINDS & Design marks are the exclusive property of SolarWinds Worldwide, LLC and its affiliates. All other trademarks are property of their respective owners.

20230224

## SolarWinds Software Services Agreement

This Software Services Agreement, as of the date that You accept this Agreement (defined below) (“Effective Date”), is hereby entered into and agreed upon by you, either an individual or an entity (“You” or “Company”) and SolarWinds Worldwide, LLC (“SolarWinds”).

BY ACCEPTING THIS AGREEMENT, EITHER BY INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY UTILIZING THE SERVICES (DEFINED BELOW), YOU AGREE TO THIS AGREEMENT. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND SOLARWINDS AND SETS FORTH THE TERMS THAT GOVERN THE LICENSE PROVIDED TO YOU HEREUNDER. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT. ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THIS AGREEMENT WILL NOT BE ACCEPTED AND WILL NOT BE A PART OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MUST NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE SOFTWARE OR SERVICES.

SolarWinds may modify this Agreement from time to time and will post the most up-to-date version on its website. Your continued use of the Services and Software following modification to the updated Agreement constitutes Your consent to be bound by the same.

### 1. DEFINITIONS.

**1.1 Affiliates** means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity. Subject to the terms and conditions of this Agreement, Your Affiliates may use the license granted hereunder. SolarWinds Affiliates may provide some of the Services or ancillary services (such as invoicing) under this Agreement.

**1.2 Agreement** means the Software Services Agreement, the Data Processing Addendum, and the Order Form.

**1.3 Client(s)** means, if You are an MSP, Your customer(s), if applicable.

**1.4 Data Processing Addendum(a)** means the terms of the data processing addendum, which are incorporated herein by reference.

**1.5 Devices** means (whether physical or virtual) a server, system, workstation, computer, mobile device, or end point upon which or through which the Services are used and/or on which the Software is installed.

**1.6 Documentation** means the official user documentation prepared and provided by SolarWinds to You on the use of the Services or Software (as updated from time to time). For the avoidance of doubt, any online community site, unofficial documentation, videos, white papers, or related media, or feedback do not constitute Documentation.

**1.7 MSP** means a managed service provider, or a company that is using the Services to support a third party.

**1.8 Order Form** means the SolarWinds order page, product information dashboard, or other SolarWinds ordering document that specifies Your purchase of the Services, pricing, and other related information.

**1.9 Personal Data** means any information that can be used to identify an individual as that term is defined under Regulation (EU) 2016/679 (“General Data Protection Regulation” or “GDPR”).

**1.10 Services** means the products and software services, including any application programming interface that accesses functionality, that are provided to You by SolarWinds.

**1.11 Software** means the object code versions of any downloadable software provided by SolarWinds solely for the purpose of accessing the Services, including but not limited to an agent, together with the updates, new releases or versions, modifications or enhancements, owned and provided by SolarWinds to You pursuant to this Agreement.

**1.12 Support** means the standard maintenance or support provided by SolarWinds or its designated agents as set forth in this Agreement if applicable to You.

20230224

1 of 9

20230224

**1.13 User** means an individual authorized by You to use the Services, Software, and Documentation, for whom You have purchased a subscription or to whom You have supplied a user identification and password. User(s) may only include Your employees, consultants, and contractors, and if applicable, Your Clients.

**1.14 Your Data or Data** means data, files, or information, including data, files, or information that include Personal Data, accessed, used, communicated, processed, stored, or submitted by You or Your Users related to Your or Your User's use of the Services or Software.

## **2. PROVISION OF SERVICES.**

**2.1 Services License.** Upon payment of fees and subject to continuous compliance with this Agreement, SolarWinds hereby grants You a limited, nonexclusive, non-transferable license to access, use, and install (if applicable) the Services, Software, and Documentation during the Term (defined below) in accordance with type of license and permitted usage as set forth in the Order Form and applicable Documentation. You may provide, make available to, or permit Your Affiliates and all authorized Users to use or access the Services, the Software, or Documentation, in whole or in part. You are responsible for their compliance with this Agreement. You agree that SolarWinds may deliver the Services or Software to You with the assistance of its Affiliates, licensors, and service providers. During the Term (as defined herein), SolarWinds may update or modify the Services or Software or provide alternative Services or Software to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of a third-party program. SolarWinds' updates or modifications to the Services or Software or provisions of alternative Services or Software will not materially reduce the level of performance, functionality, security, or availability of the Services or Software during the Term. If SolarWinds decides to end of life the Services or Software, then it shall be in accordance with its end-of-life policy.

**2.2 Evaluation or Beta License.** If the Services, Software, and Documentation are provided to You for evaluation, beta, or release candidate purposes, SolarWinds grants to You a limited, nonexclusive, non-transferable evaluation license to use the Services, Software, and Documentation solely for evaluation prior to purchase or implementation (an "Evaluation License"). You shall not use the Evaluation License for production use. The Evaluation License shall terminate on the end date of the pre-determined evaluation period or immediately upon notice from SolarWinds in its sole discretion. Notwithstanding any other provision contained herein, the Services, Software, and Documentation provided pursuant to an Evaluation License are provided to You "AS IS" without indemnification, support, or warranty of any kind, express or implied. Except to the extent such terms conflict with this Section, all other terms of this Agreement shall apply to the Services, Software, and Documentation licensed under an Evaluation License.

**2.3 Upgrading/Downgrading Account Type.** If applicable to Your license, You may, at any time, upgrade Your SolarWinds account type. An upgrade will take effect immediately. After an upgrade, You will be billed immediately for the additional fees due under the upgraded account type for the remaining time of the applicable Term. You may downgrade within the parameters communicated to You by SolarWinds for any Renewal Term, upon thirty (30) days prior written notice to SolarWinds to be effective upon the start of the next Renewal Term; however, if the Service allows self-service downgrades, the downgraded functionality may take effect immediately, but no refund will be provided. In the event of a downgraded account type, You will be billed the fees due for the downgraded account type at or before the commencement of the Renewal Term. Downgrading Your license may cause loss of content, features, or capacity as available to You under Your previous license, and SolarWinds is not liable for such loss.

## **3. LICENSE RESTRICTIONS; OBLIGATIONS.**

**3.1 License Restrictions.** You may not (i) provide, make available to, or permit individuals other than Your Users to use or access the Services, the Software, or Documentation, in whole or in part; (ii) copy, reproduce, republish, upload, post, or transmit the Services, Software, or Documentation (except for backup or archival purposes, which will not be used for transfer, distribution, sale, or installation on Your Devices); (iii) license, sell, resell, rent, lease, transfer, distribute, or otherwise transfer rights to the Services, Software, or Documentation unless as authorized in this Agreement; (iv) modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the Services, Software, or Documentation; (v) create, market, distribute add-ons or enhancements or incorporate into another product the Services or Software without prior written consent of SolarWinds; (vi) remove any proprietary notices or labels on the Services, Software, or Documentation, unless authorized by SolarWinds; (vii) license the Services, Software, or Documentation (a) if You (or any of Your Users) are a direct competitor of SolarWinds; (b) for the purposes of monitoring the availability, performance, or functionality of the Services or Software or (c) for any other

20230224

2 of 9

20230224

benchmarking or competitive purposes; (viii) use the Services or Software to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party rights, including privacy rights; (ix) use the Services or Software to violate any rights of others; (x) use the Services or Software to store or transmit malicious code, Trojan horses, malware, spam, viruses, or other destructive technology (each, a "Virus"); (xi) interfere with, impair, or disrupt the integrity or performance of the Services or any other third party's use of the Services; (xii) use the Services in a manner that results in excessive use, bandwidth, or storage; (xiii) alter, circumvent, or provide the means to alter or circumvent the Services or Software, including technical limitations, recurring fees, or usage limits, or (xiv) perform or disclose any performance or vulnerability testing of the Services or Software or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services or Software without SolarWinds' prior written approval.

**3.2 Your Obligations.** You acknowledge, agree, and warrant that: (i) You will be responsible for Your and Your Users' activity and compliance with this Agreement, and if You become aware of any violation, You will immediately terminate the offending party's access to the Services, Software, and Documentation and notify SolarWinds; (ii) You and Your Users will comply with all applicable local, state, federal, and international laws; (iii) You will establish a constant internet connection and electrical supply for the use of the Services, ensure the Software is installed on a supported platform as set forth in the Documentation, and the Services and Software are used only with public domain or properly licensed third party materials; (iv) You will install the latest version of the Software on Devices accessing or using the Services; (v) You are legally able to process Your Data and provide Your Data to SolarWinds and its Affiliates, including obtaining appropriate consents or rights for such processing, as outlined further herein, and have the right to access and use Your infrastructure, including any system or network, to obtain or provide the Services and Software and will be solely responsible for the accuracy, security, quality, integrity, and legality of the same; and (vi) You will keep your registration information, billing information, passwords and technical data accurate, complete, secure and current for as long as You subscribe to the Services, Software and Documentation.

If You are an MSP, You further acknowledge, agree, and warrant that: (i) You have sufficient technical infrastructure, knowledge, and expertise to perform Your duties for Your Clients; (ii) You will provide all sales, problem resolution, and support services to Your Clients; (iii) You will be responsible for billing, invoicing, and collection for Your Clients; and (iv) You will operate at Your own expense and risk under Your own name as an MSP.

#### 4. PROPRIETARY RIGHTS.

**4.1 Ownership of SolarWinds Intellectual Property.** The Services, Software, and Documentation are licensed, not sold. Use of "purchase" in conjunction with licenses of the Services, Software and Documentation shall not imply a transfer of ownership. Except for the limited rights expressly granted by SolarWinds to You, You acknowledge and agree that all right, title and interest in and to all copyright, trademark, patent, trade secret, intellectual property (including without limitation algorithms, business processes, improvements, enhancements, modifications, derivative works, information collected and analyzed in connection with the Services) and other proprietary rights, arising out of or relating to the Services, the Software, the provision of the Services or Software, and the Documentation, belong exclusively to SolarWinds or its suppliers or licensors. All rights, title, and interest in and to content, which may be accessed through the Services or the Software, is the property of the respective owner and may be protected by applicable intellectual property laws and treaties. This Agreement gives You no rights to such content, including use of the same. SolarWinds is hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the Services or Software. All rights not expressly granted under this Agreement are reserved by SolarWinds.

**4.2 Ownership of Your Data.** You and Your Users retain all right, title, and interest in and to all copyright, trademark, patent, trade secret, intellectual property and other proprietary rights in and to Your Data. SolarWinds' right to access and use the same are limited to those expressly granted in this Agreement. No other rights with respect to Your Data are implied.

#### 5. TERM; TERMINATION.

**5.1 Term.** Unless terminated earlier in accordance with this Section, this Agreement will begin on the Effective Date and will continue until the end of the period specified in the applicable Order Form (the "Initial Term"). Except as set forth in the applicable Order Form You authorize SolarWinds to automatically renew the applicable Services upon the expiration of the Initial Term (each a **Renewal Term**, and collectively with the Initial Term, the **Term**).

20230224

3 of 9



20230224

The Renewal Term will be the same length as the Initial Term unless otherwise specified by SolarWinds at the time of renewal.

**5.2 Your Termination Rights.** You may terminate the Agreement by providing SolarWinds with at least thirty (30) days' prior written notice of Your intention to terminate the Agreement. The termination notice shall be effective on the last day of the then-current Term. You may also terminate for cause if SolarWinds remains in material breach that remains uncured at least thirty (30) days after you have provided written notice of such breach.

**5.3 SolarWinds Suspension or Termination Rights.** SolarWinds may suspend or terminate this Agreement upon thirty (30) days' prior written notice or immediately if You become subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors; You infringe or misappropriate SolarWinds' intellectual property; You breach this Agreement or Order Form, including failure to pay fees when due; or pursuant to the receipt of a subpoena, court order, or other request by a law enforcement agency.

**5.4 Effect of Termination.** Termination shall not relieve You of the obligation to pay any fees or other amounts accrued or payable to SolarWinds through the end of the current Term. You shall not receive a credit or refund for any fees or payments made prior to termination. Without prejudice to any other rights, upon termination, You must cease all use of the Services, Software, and Documentation and destroy or return (upon request by SolarWinds) all copies of the Services, Software, and Documentation. You further acknowledge and agree that it is Your obligation to retrieve Your Data or copies of Your Data from SolarWinds within five (5) business days of the termination of this Agreement. Unless in accordance with our internal policies, contractual, legal, or other obligation, You acknowledge and agree that SolarWinds has the right to delete Your Data, including any and all copies thereof. You also have the right to request that SolarWinds ITSM delete Your Data, and SolarWinds ITSM will delete Your Data and any and all copies thereof within thirty (30) business days of receipt of a written request from You. Your Data, once deleted, will not be able to be recovered. Sections 1, 3, 4, 5.4, 6, 8, 9, 10, 11, 12, and 14 shall survive any termination or expiration of this Agreement except as explicitly set forth therein.

## **6. FEES AND PAYMENT; TAXES.**

**6.1 Fees and Payment.** All orders placed will be considered final upon acceptance by SolarWinds. Fees will be due and payable as set forth on the Order Form. Unless otherwise set forth herein, fees shall be at SolarWinds' then-standard rates at the time of invoice or, if applicable, as set forth in the Order Form. For certain Services, you may elect to expand or add additional Services in-product; such orders shall be equivalent to an Order Form. In addition, in some cases you may be able to exceed your licensed parameters and agree to pay for such overages in arrears. If You fail to pay, SolarWinds shall be entitled, at its sole discretion, to: (a) suspend provision of the Services until You fulfill Your pending obligations; (b) charge You an interest rate designated by SolarWinds at the time of invoice; and/or (c) terminate this Agreement. If applicable, if You exceed the license capacity designated in Your Order Form, in addition to SolarWinds' other remedies, You will be charged additional fees, which will be reflected in Your invoice. Fees are non-refundable.

In addition, for purposes of clarification, where the Services permit connectivity to Your third party service providers, including, without limitation, exchange of information with Your third-party cloud services provider(s), any charges resulting from such connectivity are between You and Your third-party provider.

**6.2 Taxes.** All fees are exclusive of taxes, and You shall pay or reimburse SolarWinds for all taxes arising out of transactions contemplated by this Agreement. If You are required to withhold any tax for payments due, You shall gross Your payments to SolarWinds so that SolarWinds receives sums due in full, free of any deductions. As reasonably requested, You will provide documentation to SolarWinds showing that taxes have been paid to the relevant taxing authority. "Taxes" means any sales, VAT, use, and other taxes (other than taxes on SolarWinds income), export and import fees, customs duties and similar charges imposed by any government or other authority. You hereby confirm that SolarWinds can rely on the name and address that You provide to SolarWinds when You agree to the fees or in connection with Your payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where You have established Your business.

## **7. DATA; PROTECTION OF YOUR DATA.**

**7.1 Your Data.** SolarWinds and its Affiliates may remove Your Data or any other data, information, or content of data or files used, stored, processed or otherwise by You or Your Users that SolarWinds, in its sole discretion, believes to be or is: (a) a Virus; (b) illegal, libelous, abusive, threatening, harmful, vulgar, pornographic, or

20230224

4 of 9

20230224

obscene; (c) used for the purpose of spamming, chain letters, or dissemination of objectionable material; (d) used to cause offense, defame or harass or otherwise in a way not intended for appropriate use of the Service; or (e) infringing the intellectual property rights or any other rights of any third party. You agree that You and Your Users are responsible for determining the backup configuration and capabilities which may vary per products, and SolarWinds Worldwide is not responsible for backing up data beyond the capabilities of the particular Service.

You agree that SolarWinds and its Affiliates will process configuration, performance, usage, and consumption data about You and Your Users use of the Services and Software to assist with the necessary operation and function of the Services and Software and to improve SolarWinds products and services and Your and Your Users' experience with SolarWinds and its Affiliates pursuant to the SolarWinds Privacy Notice.

You represent and warrant that You and Your Users, regarding processing of Personal Data hereunder, shall be deemed the data controller (and SolarWinds, the data processor) related to SolarWinds's assistance with the necessary operation and function of the Services and Software and determine the purpose and manner in which such Personal Data is, or will be, processed.

**7.2 Protection of Your Data.** Each party shall comply with its respective obligations under applicable data protection laws and cyber security laws, including any applicable notification requirements for incidents prescribed under such laws. Each party shall maintain appropriate administrative, physical, technical and organizational measures that ensure an appropriate level of security for Confidential Information and Personal Data. SolarWinds and its Affiliates will process Personal Data to provide assistance with the necessary operation and function of the Services and Software in accordance with the [Data Processing Addendum](#). You are responsible for ensuring that the security of the Services is appropriate for Your intended use and the storage, hosting, or processing of Personal Data.

## **8. CONFIDENTIAL INFORMATION.**

As used in this Agreement, **Confidential Information** means any nonpublic information or materials disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects that the disclosing party clearly identifies as confidential or proprietary. For clarity, Confidential Information includes Personal Data, and SolarWinds Confidential Information includes the Services, Software, and any information or materials relating to the Services, Software (including pricing), or otherwise. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party.

The receiving party will: (i) hold the disclosing party's Confidential Information in confidence and use reasonable care to protect the same; (ii) restrict disclosure of such Confidential Information to those employees or agents with a need to know such information and who are under a duty of confidentiality respecting the protection of Confidential Information substantially similar to those of this Agreement; and (iii) use Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein. The restrictions will not apply to Confidential Information, excluding Personal Data, to the extent it (a) is (or through no fault of the recipient, has become) generally available to the public; (b) was lawfully received by the receiving party from a third party without such restrictions; (c) was known to the receiving party without such restrictions prior to receipt from the disclosing party; or (d) was independently developed by the receiving party without breach of this Agreement or access to or use of the Confidential Information.

The recipient may disclose Confidential Information to the extent the disclosure is required by law, regulation, or judicial order, provided that the receiving party will provide to the disclosing party prompt notice, where permitted, of such order and will take reasonable steps to contest or limit the steps of any required disclosure. The parties agree that any material breach of Section 3 or this Section 8 will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to the applicable party may be entitled. The obligations set forth in this Section shall survive for three (3) years after the Term or termination of this Agreement except with respect to trade secrets disclosed hereunder which shall remain subject to this obligation indefinitely.

## **9. DISCLAIMER.**

THE SERVICES, SOFTWARE, DOCUMENTATION, AND ALL OTHER PRODUCTS AND SERVICES PROVIDED HEREUNDER, INCLUDING THIRD PARTY HOSTED SERVICES, ARE PROVIDED ON "AS IS" AND "AS AVAILABLE" BASIS. SOLARWINDS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, SECURITY, LOSS OR CORRUPTION OF YOUR DATA, CONTINUITY, OR ABSENCE OF DEFECT RELATING

20230224

5 of 9

20230224

TO THE SERVICES, SOFTWARE, DOCUMENTATION, ANY OTHER PRODUCT OR SERVICES, OR RESULTS OF THE SAME PROVIDED TO YOU UNDER THIS AGREEMENT. SOLARWINDS DOES NOT WARRANT THAT THE SPECIFICATIONS OR FUNCTIONS CONTAINED IN THE SERVICES OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT DEFECTS IN THE SERVICES OR SOFTWARE WILL BE CORRECTED. NOTWITHSTANDING THE ABOVE DISCLAIMERS, SOLARWINDS AGREES TO MAKE REASONABLE EFFORTS TO TIMELY REPAIR OR CORRECT ANY ERRORS OR DEFECTS IN THE PRODUCTS AND SERVICES PROVIDED BY SOLARWINDS TO YOU UNDER THIS AGREEMENT

EACH PARTY SPECIFICALLY DISCLAIMS RESPONSIBILITY OF THIRD-PARTY PRODUCTS AND SERVICES WITH WHICH YOU MAY UTILIZE THE SERVICES AND SOFTWARE, AND EACH PARTY SPECIFICALLY DISCLAIMS AND WAIVES ANY RIGHTS AND CLAIMS AGAINST THE OTHER PARTY WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS AND SERVICES.

## **10. INDEMNIFICATION.**

**10.1 SolarWinds Indemnification.** SolarWinds will indemnify, defend, and hold You harmless from any third party claim brought against You, Your Affiliates, or Your Directors, employees or agents that the Services, as provided by SolarWinds, infringe or misappropriate any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided (i) use of the Services by You is in conformity with the Agreement and Documentation; (ii) the infringement is not caused by modification or alteration of the Services; and/or (iii) the infringement was not caused by a combination or use of the Services with products not supplied by SolarWinds. SolarWinds indemnification obligations are contingent upon You: (i) promptly notifying SolarWinds in writing of the claim; (ii) granting SolarWinds sole control of the selection of counsel, defense, and settlement of the claim; and (iii) providing SolarWinds with reasonable assistance, information and authority required for the defense and settlement of the claim. This Section states SolarWinds entire liability (and shall be Your sole and exclusive remedy) with respect to indemnification to You.

**10.2 Your Indemnification.** You agree to indemnify, defend, and hold harmless SolarWinds and its Affiliates, and its directors, employees, and agents from and against any claims arising out of or due to: (i) Your Data; (ii) Your (or Your User's) breach of this Agreement; (iii) Your (or Your User's) use of the Services, Software, or Documentation in violation of third party rights, including any intellectual property or privacy rights, or any applicable laws; or (iv) Your (or Your User's) misuse of the Services, Software, or Documentation. Your indemnification obligations are contingent upon SolarWinds: (i) promptly notifying You in writing of the third-party claim; and (ii) providing You with reasonable assistance, information and authority required for the defense and settlement of the claim. This Section states Your entire liability (and shall be SolarWinds's sole and exclusive remedy) with respect to indemnification to SolarWinds.

## **11. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (I) IN NO EVENT WILL SOLARWINDS AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR AGENTS HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PROPERTY DAMAGE OR ANY OTHER DAMAGES OR LOSSES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH ANY SUCH LIABILITY IS BASED; AND (II) THE AGGREGATE LIABILITY OF SOLARWINDS AND ITS AFFILIATES, DIRECTORS, EMPLOYEES, AND AGENTS, AND THE SOLE REMEDY AVAILABLE TO YOU ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, SOFTWARE, OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND DAMAGES NOT TO EXCEED THE TOTAL AMOUNT PAYABLE OR PAID TO SOLARWINDS UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO TERMINATION.

## **12. THIRD-PARTY PROGRAMS.**

You may receive access to third-party programs through the Services or Software, or third-party programs may be bundled with the Services or Software. These third-party software programs are governed by their own license terms, which may include open source or free software licenses, and those terms will prevail over this Agreement as to Your use of the third-party programs. Nothing in this Agreement limits Your or Your Users' rights under, or grants You or Your User rights that supersede, the terms of any such third-party program.

20230224

6 of 9



20230224

### 13. SUPPORT.

If applicable to You, SolarWinds shall, during the Term, provide You with Support in accordance with the applicable support terms and conditions available at <https://www.solarwinds.com/legal/support-and-maintenance-terms-and-conditions>. You agree to: (i) promptly contact SolarWinds with all problems with the Services or Software; and (ii) cooperate with and provide SolarWinds with all relevant information and implement any corrective procedures that SolarWinds requires to provide Support. SolarWinds will have no obligation to provide Support for problems caused by or arising out of the following: (a) modifications or changes to the Software or Services not performed by SolarWinds; (b) use of the Software or Services by You or Your Users not in accordance with the Agreement or Documentation; or (c) third-party products that are not authorized in the Documentation or, for authorized third-party products in the Documentation, problems arising solely from such third-party products.

### 14. INSURANCE

Without in anyway limiting SolarWinds's liability pursuant to this Agreement, SolarWinds will maintain policies of workers compensation, automobile liability, general liability, professional liability and errors and omissions insurance applying to the Software, Services and Support provided by SolarWinds to You for the entire duration of the SubscriptionTerm and for a period of at least one year beyond the expiration of the SubscriptionTerm, such that should occurrences during the Subscription Term give rise to claims made after expiration of the Subscription Term, such claims shall be covered.

Upon execution of these Terms and before any payment is due to SolarWinds by You, SolarWinds shall provide You with the certificates of insurance (Accord Form 25-S or equivalent) that indicate Making Waves Academy as a certificate holder, are signed by the insurer's representative, and evidence all coverages set forth above, and shall furnish complete copies of policies promptly upon Your request.

### 15. GENERAL.

**15.1 Notices.** All notices must be in writing and shall be mailed by registered or certified mail to Legal Department, 7171 Southwest Parkway, Building 400, Austin, Texas 78735, or sent via email to [legal\\_team@solarwinds.com](mailto:legal_team@solarwinds.com) (with evidence of effective transmission). Notices to You shall be emailed or mailed by registered or certified mail to the contact information listed for You in the SolarWinds Customer Portal.

**15.2 Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the Services, Software, and Documentation provided hereunder and supersedes all prior or contemporaneous communications, agreements and understandings, written or oral, with respect to the subject matter hereof. If other SolarWinds terms or conditions conflict with this Agreement, this Agreement shall prevail and control with respect to the Services, Software, and Documentation provided hereunder. Any and all additional or conflicting terms provided by You, whether in a purchase order, an alternative license, or otherwise, shall be void and shall have no effect.

**15.3 Export Control Laws.** The Services, Software, and Documentation delivered to You under this Agreement are subject to export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was accessed, used, or obtained, if outside those jurisdictions. You shall abide by all applicable export control laws, rules, and regulations applicable to the Services, Software, and Documentation. You agree that You are not located in or are not under the control of or a resident of any country, person, or entity prohibited to receive the Services, Software, or Documentation due to export restrictions and that You will not export, re-export, transfer, or permit the use of the Services, Software, or Documentation, in whole or in part, to or in any of such countries or to any of such persons or entities.

**15.4 Modifications.** This Agreement shall not be amended or modified by You unless agreed in writing and signed by authorized representatives of each party.

**15.5 Severability.** If any provision of this Agreement is held to be unenforceable, illegal, or void, that shall not affect the enforceability of the remaining provisions. The parties further agree that the unenforceable provision(s) shall be deemed replaced by a provision(s) that is binding and enforceable and that differs as little as possible from the unenforceable provision(s), with considerations of the object and purpose of this Agreement.

20230224

7 of 9



20230224

**15.6 Waiver.** The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right.

**15.7 Force Majeure.** SolarWinds will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including acts of God; labor disputes; industrial disturbances; systematic electrical, telecommunications or other utility failures; earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; and war. If SolarWinds is not able to perform under this Agreement due to force majeure that extends beyond 30 days, You will be released from Your obligation to pay any fees/costs/charges under this Agreement until such time as SolarWinds is able to recommence performance again, and You shall be entitled to a proportional refund of any fees/costs/charges under this Agreement for the period of SolarWinds nonperformance due to force majeure.

**15.8 Construction.** Paragraph headings are for convenience and shall have no effect on interpretation.

**15.9 Governing Law.** This Agreement shall be governed by the laws of the State of Texas and of the United States, without regard to any conflict of law provisions, except that the United Nations Convention on the International Sale of Goods and the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement. You hereby consent to jurisdiction of the state and federal courts of Texas. If this Agreement is translated into a language other than English and there are conflicts between the translations of this Agreement, You agree that the English version of this Agreement shall prevail and control.

**15.10 Third Party Rights.** Other than as expressly provided herein, this Agreement does not create any rights for any person who is not a party to it, and no person not a party to this Agreement may enforce any of its terms or rely on an exclusion or limitation contained in it.

**15.11 U.S. Government Use. (Applies only when licensed by or for the benefit of a U.S. government customer.)** SolarWinds Services, Software and Documentation were developed exclusively at private expense and are a "commercial item" as defined in Federal Acquisition Regulation ("FAR") 2.101, and any supplement is provided with no greater than RESTRICTED RIGHTS. Such Services, Software, Documentation, and related items consist of "commercial computer software," "commercial computer software documentation," and commercial technical data as defined in the applicable acquisition regulations, including FAR 2.101 and FAR Part 12. Use, duplication, release, modification, transfer, or disclosure ("Use") of the Services, Software, and Documentation are restricted by this Agreement and in accordance with Defense Federal Acquisition Regulation Supplement ("DFARS") Section 227.7202 and FAR Section 12.212, and the Services, Software, and Documentation are licensed (i) only as commercial items; and (ii) with only the rights granted to commercial end users pursuant to this Agreement. Such Use is further restricted by FAR 52.227-14, 252.227-7015, or similar acquisition regulations, as applicable and amended. Except as described herein, all other Use is prohibited. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause addressing government rights under this Agreement or any other contract under which the Services, Software, or Documentation is acquired or licensed. Manufacturer is SolarWinds Worldwide, LLC, 7171 Southwest Parkway, Building 400, Austin, Texas 78735.

**15.12 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**15.13 Backup Disclaimer.** IN ADDITION TO THE OTHER TERMS AND CONDITIONS HEREIN, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR DATA MAY NOT BE AVAILABLE OR RESTORABLE IF (1) YOU UTILIZE THE SERVICES IN EXCESS OF THE AMOUNT YOU ORDERED; (2) A COPY OF YOUR DATA WAS NOT COMPLETED OR THE DATA YOU ARE SEEKING TO RECOVER HAD NOT YET BEEN BACKED UP BASED ON THE TIMING OF WHAT WAS DELETED; (3) YOU ATTEMPT TO BACK UP DEVICES, FILES, FOLDERS, OR DRIVES NOT SUPPORTED BY THE SERVICES AS SET FORTH IN THE DOCUMENTATION; (4) YOU DESELECT OR DELETE A DEVICE, FILE, FOLDER, OR DRIVE FROM YOUR SOLARWINDS ACCOUNT, FROM YOUR DEVICE, OR FROM BEING BACKED UP BY THE SERVICES; (5) YOU MODIFY YOUR OPERATING SYSTEM IN A MANNER THAT BREAKS COMPATIBILITY OR INHIBITS THE FUNCTIONALITY OF THE SERVICES OR SOFTWARE; (6) YOUR COMPUTER IS UNABLE TO ACCESS THE INTERNET OR SOLARWINDS INFRASTRUCTURE; (7) YOU FAIL TO COMPLY WITH THE AGREEMENT OR DOCUMENTATION; OR (8) YOU TERMINATE OR DO NOT RENEW YOUR SUBSCRIPTION TO THE SERVICES.

**16. Service Specific Terms.** SolarWinds may, from time to time, offer services that are subject to terms that apply to those Services only ("Services Specific Terms"). Any Services Specific Terms are available at

20230224

8 of 9

20230224

<https://www.solarwinds.com/legal/legal-documents> and supersede any conflicting terms set forth herein only with respect to the Services to which they apply. SolarWinds reserves the right to add or modify any such Services Specific Terms.

**ACCEPTED AND AGREED TO:**

**SolarWinds Worldwide, LLC**

**MAKING WAVES ACADEMY**

By:  9602FDBB1695427...

Name: Diane Pyron

Title: Associate General Counsel

Date: 15 April 2024

By:

Name:

Title:

Date:

# Coversheet

## MWA Employee Handbook 2024-2025

**Section:** V. Consent Action Items  
**Item:** C. MWA Employee Handbook 2024-2025  
**Purpose:** FYI  
**Submitted by:** Fe Campbell  
**Related Material:** MWA 2024-2025 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 upcoming school year.

Reference the executive summary for updates.

### 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 At-Will Employment Guidelines (pg. 10-11)  
*“Each school year, the School conducts an annual intent-to-return process to determine which employees will return for the following school year. This process is integral to the School's hiring season, ensuring we are fully staffed by the first day of school. Employees who are subject to disciplinary action or performance concerns identified through documented performance evaluation cycles may be considered for non-renewal of their at-will employment with the School. PIPs are not required, and MWA, at its sole discretion, shall determine whether to issue a PIP.”*
- Addition of language in the Work Eligibility Guidelines (pg. 11)  
*“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. **The School reserves the right to consider sponsoring applicants or employees for a visa depending on individual circumstances and operational needs, with practices subject to variation each school year.***

***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.”***

- Addition of language in the Professional Boundaries: Staff/Student Interaction Policy (pg. 13-16)
  - Unacceptable Staff/Student Behaviors without Parent and Supervisor Permission
    - *“Communicating with a student outside of school hours unless it is pertaining to specific classroom assignments or student club activity responsibilities.”*
    - *“Communicating with students through non-school platforms. This means using personal cell phones or any non-school-issued platforms to interact with students. All communication should be confined to designated school platforms unless approved by the Principal or designee.”*
    - *“Serving food or drinks (except water) in the classroom to students without prior approval from the Assistant Principal or designee.”*

- Update to language in the Workplace guidelines (**pg. 22**)  
*“The School's standard operating hours are typically from 7:30 a.m. to 6:30 p.m., Monday through Friday. School work hours are 8:00 a.m. to 4:30 p.m. Employees may be requested to participate in school-related, administrative, or other activities as directed by the Principal/Chief Executive Officer or their delegate.”*
- **Addition of language in the Visitor’s Policy guidelines (pg. 23)**  
*“The request should include the purpose of the visit, dates and times of the visit, and the specific classroom or student being observed. If the purpose of the visit is not essential, the request to visit during school hours may be declined.”*
- Addition of language in the Accommodations guidelines (**pg. 24-25**)  
*Other Accommodations: “The School facilitates requests through an interactive process for accommodations. In the case of exempt employees, if a request entails a permanent or consistent change to their schedule, the School reserves the right to adjust the employee's salaried compensation accordingly, as permitted by law. Any reductions in schedule for exempt employees may also be subject to reclassification by the Human Resources department.”*
- Update of language in Attendance and Punctuality (**pg. 25**)  
*“Campus Supervisors are required to provide a **two (2) 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.”*

*“All exempt or nonexempt employees 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, considering scheduling that is the least disruptive to students’ learning and school operations. **In some circumstances, an employee may be required to provide verification or documentation for your absence.”***

***“More than three (3) instances of non-illness-related tardiness by any employee during the current school year are considered excessive. Any unexcused absence is considered excessive.”***

**Campus Supervisors are required to provide a two (2) 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.*

- Update of language in Timesheets/ Timekeeping Records guidelines **(pg. 26)**
  - *“Exempt employee timesheets auto-populate, so daily clock-in is not required.*
  - *“Both exempt and nonexempt employees are required to keep the supervisor advised of their departures from and returns to the school premises during the workday.”*
  - *“Scheduled meetings should not infringe upon designated meal breaks for nonexempt employees.”*
  
- Update of language in Use of Email, Voicemail, Internet Access and Devices guidelines **(pg. 26)**

*“Technology resources consist of all electronic devices, software, and means of electronic communication, including any of the following: accessing MWA data while using personal devices such as, cellphones, tablets (i.e. ipads, etc.) or desktop computers; laptop computers; mini and mainframe computers; computer hardware such as disk drives, flash drives, external hard drives, SD or memory cards, tape drives or any external storage devices; 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, storage 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.”*
  
- Update of language in Personal Appearance/Standards of Dress guidelines **(pg. 32)**

*“Jeans **and leggings** are not permitted. Shorts should be modest in length and should be no higher than three (3) inches above the knee.”*
  
- Update of language in Telework Policy and Procedures guidelines **(pg. 35-37)**

*“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. **The***

***employee shall not use the workplace/telework arrangement as a substitute for child care.”***

- Update of language in TCOLA Program Guidelines (**pg. 41**)  
*Removed the word “Special” → Temporary Cost of Living Adjustment (TCOLA)*
- Addition of language in Participation in Recreational or School Activities (**pg. 42**)  
*“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 from the employee’s participation in these off-duty and voluntary activities. **Employees must sign a waiver acknowledging their voluntary participation in these activities and releasing the School from any liability associated with such participation.**”*
- Update to language in Retirement Programs guidelines (**pg. 43**)  
*TBD - Awaiting confirmation on the annual member and employer contribution rates for 2024-25.*
- Holiday, Vacation, and Leaves (**pg. 46-47**)  
*“Employees are expected to take their paid time off during holiday breaks, such as Thanksgiving week and Spring break. Considering non-peak times, the school will communicate the vacation periods/windows in advance. 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 blackout days. Generally, absences will not be approved on these days unless special approval is obtained by a Principal, the CEO, or designee. **Exceptions for significant life events (weddings, funerals, graduations, milestone birthdays, etc.) are possible.** Employees taking paid sick leave prior to or after a paid holiday will not be penalized.*

***The following dates are considered blackout periods:***

- ***First four weeks of the school year***
- ***2 days before and after week-long breaks (November, February, April)***
- ***1 day before or after extended holiday weekends***
- ***Last two weeks in December before winter break***
- ***1st two weeks of 2nd semester***
- ***During SBAC or AP testing windows***
- ***Last four weeks of the school year***
- ***Week after school ends (for non-faculty, year-round employees)***



- Update of language in Sick Leave guidelines (pg. 49)
  - *SB 616 recently updated California's paid sick leave law as of January 1, 2024. The state law now requires a minimum accrual cap of 80 hours or 10 days, whichever is greater.*
  - *"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 **eighty (80) hours** of accrued paid sick leave per year. Further, paid sick leave is capped at **eighty (80) 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."*
  - *Per counsel, as of January 1, 2024, the labor commissioner takes the position that employers may not require doctor's notes for protected sick leave, MWA's previously adopted 3-day rule based on the old sick leave law, which required a minimum of 24 hours / 3 days of leave to be provided.*
    - *"Employees absent longer than **five (5) 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."*
  
- Update of language in Family Care and Medical Leave guidelines (pg. 52)
  - *"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. Employees are limited to one (1) designated person per twelve (12) month period."*
  - *"When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member."*
  - *Section: Amount of FMLA/CFRA Leave Which May Be Taken (pg. 53):*
    - *"The twelve (12) month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available."*
    - *Section: Pay and Accruals during FMLA/CFRA Leave (pg. 53):*
      - *"Benefit accruals, such as vacation/paid time off, paid sick leave, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment."*



- Addition of language in Reproductive Loss Leave guidelines **(pg. 60)**  
*“All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.”*
  
- Addition of language in Rules of Conduct guidelines **(pg. 63-65)**
  - *“Unauthorized use or possession of personal cell phones or other electronic devices during instructional/work time when students are present.”*
  - *“Eating or drinking in the classroom is prohibited, except water, unless prior approval is obtained from the Assistant Principal or designee.”*
  - *“As specified in the MWA Comprehensive Safety Plan, classrooms and offices should not have personal appliances such as coffee pots, tea/hot water kettles, mini-fridges, space heaters, fans, microwaves, toasters, and other similar items. For safety reasons, these items are prohibited in any spaces not designated by MWA, such as staff lounges, break rooms, etc. MWA reserves the right to remove appliances that are deemed unsafe for spaces as needed.”*
  - *“Failure to adhere to the MWA Parking Expectations, including parking in designated employee lots and displaying an assigned parking pass while on campus.”*
  - *“Employing intimidation tactics, such as unnecessary yelling, demeaning language, or swearing/cursing, to compel students to perform.”*

Addition of language in Release from At-Will Employment guidelines **(pg. 66)**

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.*

***Please note that the School does not offer an appeal process.***

Removal of guidelines for COVID-19 Addendum **(pg. 70)**

*MWA no longer requires staff to obtain the vaccination and booster for employment.*



# Employee Handbook

## 2024-2025

4123 Lakeside Drive  
Richmond, CA 94806  
(510) 262-1511  
<https://www.makingwavesacademy.org>

## TABLE OF CONTENTS

<b>Acknowledgment of Receipt of Employee Handbook</b>	4
<b>Welcome Letter</b>	5
<b>Introduction to Handbook</b>	8
<b>Conditions of Employment</b>	9
Equal Employment Opportunity Is Our Policy	9
Open Door Policy	10
At-Will Employment	10
Work Eligibility	11
Rehire Eligibility	11
Child Abuse and Neglect Reporting	12
Criminal Background Checks	12
Tuberculosis Testing	12
Immigration Compliance	13
Professional Boundaries: Staff/Student Interaction Policy	13
Policy Prohibiting Unlawful Harassment, Discrimination, and Retaliation	16
Whistleblower Policy	19
Anti-Nepotism Policy	19
Drug and Alcohol-Free Workplace	21
Smoke-Free Workplace	21
Confidential Information	21
Political Neutrality	22
Conflict of Interest	22
<b>The Workplace</b>	
Work Schedule	22
Meal and Rest Periods	23
Health and Safety Policy	23
Visitor’s Policy	23
Accommodation	24
Attendance and Punctuality	25
Timesheets/ Timekeeping Records	26
Use of Email, Voicemail, Internet Access, and Devices	26
Personal Business	31
Social Media	31
Personal Appearance/Standards of Dress	32
Occupational Safety	34

Accident/Incident Reporting	35
Reporting Fires and Emergencies	35
Telework Policy and Procedures	35
<b>Employee Wages and Health Benefits</b>	<b>38</b>
Definition of Good Standing	38
Payroll Withholdings	38
Paydays	39
Overtime Pay	39
Make-Up Time	39
Travel Reimbursement	40
Commuter Benefits	41
Temporary Cost of Living Adjustment Program (TCOLA)	41
Temporary Salary Increase Guidelines	41
Participation in Recreational or School Activities	42
Wage Attachments and Garnishments	42
Medical Benefits	42
COBRA Benefits	42
Retirement Programs	43
<b>Employee Review, Evaluation, and Record Keeping</b>	<b>44</b>
Employee Reviews and Performance Evaluations	44
Performance Improvement Plans (PIP)	44
Personnel Files and Record Keeping Protocols	45
<b>Holidays, Vacations and Leaves</b>	<b>46</b>
Holidays	46
Holiday Pay	46
Personal Days	47
Vacation	47
Unpaid Leave of Absence	48
Sick Leave	49
Sick Leave Bank	49
Sabbatical Leave	50
Family Care and Medical Leave	52
Pregnancy Disability Leave	55
Industrial Injury Leave (Workers' Compensation)	58
Military and Military Spousal Leave of Absence	59
Drug and Alcohol Leave	59

Bereavement Leave	60
Reproductive Loss Leave	60
Jury Duty or Witness Leave	60
Voting Time Off	60
School Appearance and Activities Leave	61
Bone Marrow and Organ Donor Leave	61
Victims of Abuse Leave	61
Time Off for Adult Literacy Programs	62
Volunteer Firefighter, Reserve Peace Officer, & Emergency Rescue Personnel	63
Returning From Leave of Absence	63
<b>Discipline and Termination of Employment</b>	63
Rules of Conduct	63
Off-Duty Conduct	65
Release from At-Will Employment	66
<b>Internal Complaint Review</b>	68
Internal Complaints	68
External Complaints	69
<b>Amendments to Employee Handbook</b>	70
<b>Non-Discrimination Policy Contacts</b>	70
<b>APPENDIX A</b>	71
Harassment/Discrimination/Retaliation Complaint Form	
<b>APPENDIX B</b>	73
Internal Complaint Form	

# Acknowledgment 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 that expressly alters the at-will relationship, I agree to the foregoing except with reference to 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 school website for the latest [Making Waves Academy Impact Report](#).

# 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 reproductive health decision making, 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.

Each school year, the School conducts an annual intent-to-return process to determine which employees will return for the following school year. This process is integral to the School's hiring

season, ensuring we are fully staffed by the first day of school. Employees who are subject to disciplinary action or performance concerns identified through documented performance evaluation cycles may be considered for performance improvement plan (PIP) intervention or non-renewal of their at-will employment with the School. PIPs are not required, and MWA at its sole discretion shall determine whether to issue a PIP.

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. The School reserves the right to consider sponsoring applicants or employees for a visa depending on individual circumstances and operational needs, with practices subject to variation each school year.

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 the School's 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 28<sup>th</sup> 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.
- (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) Communicating 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.
- (d) Communicating with a student outside of school hours unless it is pertaining to specific classroom assignments or student club activity responsibilities.
- (e) Communicating with students through non-school platforms. This means using personal cell phones or any non-school-issued platforms to interact with students. All communication shall be confined to designated school platforms unless approved by the Principal or designee.
- (f) Serving food or drinks (except water) in the classroom to students without prior approval from the Assistant Principal.

#### **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.

## 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 reproductive health decision making, pregnancy, childbirth, breastfeeding, and related medical conditions); sex stereotype (including an assumption about a person's appearance or behavior, gender roles, gender expression, or gender identity, or about an individual's ability or inability to perform certain kinds of work based on a myth, social expectation, or generalization about the individual's sex); religious creed (including religious dress and grooming practices); marital/registered domestic partner status; age (forty (40) and over); national origin or ancestry (including native language spoken and possession of a driver's license issued to persons unable to prove their presence in the U.S. is authorized by federal law); physical or mental disability (including HIV and AIDS); medical condition (including cancer and genetic characteristics); taking a leave of absence authorized by law; genetic information; sexual orientation; military and veteran status; or any other consideration made unlawful by federal, state, or local laws.

Employees, volunteers, unpaid interns, individuals in apprenticeship programs, and independent contractors shall not be harassed, or discriminated or retaliated against, based upon the characteristics noted above.

The School does not condone and will not tolerate unlawful harassment, discrimination, or retaliation on the part of any employee (including supervisors and managers) or third party (including independent contractors or other person with which the School does business). Supervisors and managers are to report any complaints of unlawful harassment to the Director of Human Resources or designee.

When the School receives allegations of unlawful harassment, discrimination, or retaliation, the Board (if a complaint is about the CEO) or the CEO or designee will conduct a fair, timely and thorough investigation that provides all parties an appropriate process and reaches reasonable conclusions based on the evidence collected. The investigation will be handled in as confidential a manner as possible, although complete confidentiality cannot be guaranteed. Complainants and witnesses shall not be subject to retaliation for making complaints in good faith or participating in an investigation. The School is committed to remediating any instances where investigation findings demonstrate unlawful harassment, discrimination, or retaliation has occurred.

### **Prohibited Unlawful Harassment**

- Verbal conduct such as epithets, derogatory jokes or comments or slurs;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work because of sex, race or any other protected basis;
- Retaliation for reporting or threatening to report harassment; or
- Disparate treatment based on any of the protected classes above.

### **Prohibited Unlawful Sexual Harassment**

The School is committed to providing a workplace free of sexual harassment and considers such harassment to be a major offense, which may result in disciplinary action, up to, and including dismissal, of the offending employee.

Sexual harassment consists of sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire, when: (1) submission to the conduct is either made explicitly or implicitly a term or condition of an individual's employment; (2) an employment decision is based upon an individual's acceptance or rejection of that conduct; and/or (3) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

It is also unlawful to retaliate in any way against an employee who has articulated a good faith concern about sexual harassment against their or against another individual.

All supervisors of staff will receive two (2) hours of sexual harassment prevention training within six (6) months of hire or their assumption of a supervisory position and every two (2) years thereafter. All other employees will receive one (1) hour of sexual harassment prevention training within (6) months of hire and every two (2) years thereafter. Such training will address all legally required topics, including information about the negative effects that abusive conduct has on both the victim of the conduct and others in the workplace, as well as methods to prevent abusive conduct undertaken with malice a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct includes but is not limited to repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a

person's work performance. Supervisors shall also be trained on how to appropriately respond when the supervisor becomes aware that an employee is the target of unlawful harassment. Other staff will receive sexual harassment prevention training as required by law.

Each employee has the responsibility to maintain a workplace free from any form of sexual harassment. Consequently, should any individual, in particular those with supervisory responsibilities, become aware of any conduct that may constitute sexual harassment or other prohibited behavior, immediate action should be taken to address such conduct. Any employee who believes they have been sexually harassed or has witnessed sexual harassment is encouraged to immediately report such harassment to the Director of Human Resources. See **Appendix A** for the "Harassment/Discrimination/Retaliation Complaint Form." See **Appendix B** for the general "Internal Complaint Form."

Sexual harassment may include, but is not limited to:

- Physical assaults of a sexual nature, such as:
  - Rape, sexual battery, molestation or attempts to commit these assaults and
  - Intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another's body, or poking another's body.
- Unwanted sexual advances, propositions or other sexual comments, such as:
  - Sexually oriented gestures, notices, remarks, jokes, or comments about a person's sexuality or sexual experience.
  - Preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward or disparate treatment for rejecting sexual conduct.
  - Subjecting or threats of subjecting an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
- Sexual or discriminatory displays or publications anywhere at the workplace by employees, such as:
  - Displaying pictures, cartoons, posters, calendars, graffiti, objections, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning or pornographic or bringing to work or possessing any such material to read, display or view at work;
  - Reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning or pornographic; and
  - Displaying signs or other materials purporting to segregate an employee by sex in an area of the workplace (other than restrooms or similar rooms).

The illustrations of harassment and sexual harassment above are not to be construed as an all-inclusive list of prohibited acts under this policy. Moreover, please note that while in most situations a personal relationship is a private matter, these relationships are not appropriate in a professional setting, particularly where one of the parties has management or supervisory responsibilities. As such, consensual relationships in the workplace may violate the School policy.

## Whistleblower Policy

The School requires its directors, officers, employees, and volunteers to observe high standards of ethics in the conduct of their duties and responsibilities within the School. As representatives of the School, such individuals must practice honesty and integrity in fulfilling all responsibilities and must comply with all applicable laws and regulations. The purpose of this policy is to create an ethical and open work environment, to ensure that the School has a governance and accountability structure that supports its mission, and to encourage and enable directors, officers, employees, and volunteers of the School to raise serious concerns about the occurrence of illegal or unethical actions within the School before turning to outside parties for resolution.

All directors, officers, employees, and volunteers of the School have a responsibility to report any action or suspected action taken within the School that is illegal, unethical or violates any adopted policy of the School, or local rule or regulation. Anyone reporting a violation must act in good faith, without malice to the School or any individual at the School and have reasonable grounds for believing that the information shared in the report indicates that a violation has occurred. A person who makes a report does not have to prove that a violation has occurred. However, any report which the reporter has made maliciously or any report which the reporter has good reason to believe is false will be viewed as a serious disciplinary offense. No one who in good faith reports a violation, or who, in good faith, cooperates in the investigation of a violation shall suffer harassment, retaliation, or adverse employment action. Further, no one who in good faith discloses, who may disclose, or who the School believes disclosed or may disclose, information regarding alleged violations to a person with authority over the employee or another employee who had responsibility for investigating, discovering or correcting the purported violation shall suffer harassment, retaliation, or adverse employment action.

Please review the Internal Complaint Policy for the School's policies on complaint reporting. While employees are encouraged to first resolve any complaint with their immediate supervisor, formal written complaints may also be made to the Director of Human Resources.

## Anti-Nepotism Policy

The purpose of this policy is to maintain the highest level of integrity in all actions of the School by avoiding favoritism, the appearance of impropriety, and conflicts of interest often associated with nepotism. Nepotism is inconsistent with the School's policy of making decisions based solely on the School's mission, business needs, and any individual's qualifications, skills, ability and performance.

### **Definition of "Related Persons"**

The following relationships in employment create an inference of nepotism:

- Parent and child
- Siblings
- Grandparent and grandchild
- Aunt and/or uncle and niece and/or nephew
- First cousins
- Spouses and registered domestic partners
- Guardian and ward
- Any corresponding in-law, step, or adoptive relative, or anyone residing on a permanent basis in the home of a current School employee or student.

- Persons engaged in amorous relationships; an amorous relationship exists when two (2)
- persons voluntarily have a physical relationship or are engaged in a romantic courtship (e.g. dating or engaged) that may or may not have been consummated.

### **Employees**

Employees may not engage in a romantic relationship with an employee under their supervision. Further, romantic relations between employees are discouraged as they may negatively impact the workplace for the employees involved, and create a negative or potentially hostile, or otherwise unlawful environment for the School, other employees, and/or students.

### **Job Applicants**

As a family-friendly organization, the School does not discriminate against job applicants who are relatives of School employees. Such applicants may apply for employment in any department that is not under the supervision or control of a relative. A job applicant who is a relative of a School employee shall be subject to the same application requirements as all other candidates. The hiring process may not include the School employee relative. Screening and interviewing will be conducted by an impartial interview and hiring committee consisting of multiple members. In the event the applicant is selected for employment, the applicant shall not be hired for a position where one relative would be under the supervision or control of the other relative.

### **Employment Decisions**

No School employee (including administrators, certificated employees, and classified employees) or any volunteer may make, participate in, or attempt to influence the hiring, management, or other business decisions involving a relative, or pressure or cause others to do so. Therefore, there can be no direct reporting or supervisory relationship between relatives, and all employment decisions must be made by others.

If an employee is to be assigned to a position that is under the supervision or control of a relative who has or may have a direct effect on the individual's progress or performance, or an individual is to be assigned to a position with the same immediate supervisor as a relative, a management plan must be devised and approved by the head of the department, with final approval by a School Leader. A management plan is also required when an individual already assigned to a position becomes a relative of a supervisor, subordinate, or someone who works for the same immediate supervisor.

The purpose of the management plan is to outline supervision and evaluation procedures that will mitigate possible conflicts of interest. The management plan must address reporting relationships, supervision, and evaluation that will assure that there will be no decision-making based upon relationships between relatives in promotion, compensation, hours, or other conditions of employment.

Final approval of hiring recommendations and personnel actions is the exclusive right of a School Leader or their appointed representative.

### **Policy Violations**

Policy violations will not be tolerated and can subject the involved parties to adverse action, up to and



including discipline/termination.

## Drug and Alcohol-Free Workplace

The School is committed to providing a drug and alcohol-free workplace and to promoting safety in the workplace, employee health and well-being, 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

The School's standard operating hours are typically from 7:30 a.m. to 6:30 p.m., Monday through Friday. School mandatory work hours are 8:00 a.m. to 4:30 p.m. Employees may be requested to participate in school-related, administrative, or other activities as directed by the Principal, Chief Executive Officer or their delegate.

For nonexempt employees, the standard workday consists of eight (8) hours, and the standard work week consists of forty (40) hours. Exempt employees are expected to adhere to the School's work hours and commit additional time as needed to fulfill job responsibilities satisfactorily.

All regular employees working a minimum of thirty (30) hours per week are considered full-time and eligible for benefits.

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 and



Human Resources.

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

## 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. If the purpose of the visit is not essential, the request to visit during school hours may be declined.
- 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.

## **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](mailto: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.

### **Other Accommodations**

The School facilitates requests through an interactive process for accommodations. In the case of exempt employees, if a request entails a permanent or consistent change to their schedule, the School reserves the right to adjust the employee's salaried compensation accordingly, as permitted by law. Any reductions in schedule for exempt employees may also be subject to reclassification by the Human Resources department.

## **Attendance and Punctuality**

All exempt and nonexempt employees 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 as soon as possible as to the date and time, with consideration to scheduling that is the least disruptive to students' learning and school operations. In some circumstances, an employee may be required to provide verification of or documentation for your absence.

More than three (3) instances of non-illness related tardiness by any employee during the current school year are considered excessive. Any unexcused absence is considered excessive.

Campus Supervisors are required to provide a two (2) 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 employee timesheets auto-populate, so daily clock-in is not required. 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 supervisor advised of their departures from and returns to the school premises during the workday. Scheduled meetings should not infringe upon designated meal breaks for nonexempt employees.

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, Internet Access & Devices

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: accessing MWA data while using personal devices such as , cellphones, tablets (i.e. ipads, etc.) or desktop computers; laptop computers; mini and mainframe computers; computer hardware such as disk drives, flash drives, external hard drives, SD or memory cards, tape drives or any external storage devices; 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, storage 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, cloud storage accounts 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 it 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 action, 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 may 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 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 and leggings 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. The employee shall not use the workplace/telework arrangement as a substitute for child care.

**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.

## Temporary Cost of Living Adjustment Program (TCOLA)

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:

- TCOLA is not a change in base wages or salary.
- TCOLA is apportioned through the regular pay periods, during which employment is held.
- TCOLA 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.
- TCOLA 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 from the employee’s participation in these off-duty and voluntary activities. Employees must sign a waiver acknowledging their voluntary participation in these activities and releasing the School from any liability associated with such participation.

## 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 employees, whether exempt or non-exempt, can participate in the School’s benefits program, which includes medical, dental, vision, employee assistance, acupuncture/chiropractic plans, etc. This coverage starts on the first day of the month following the date of hire. 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	10.25%	10.205%	19.10%
2024-25	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's 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 that 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. Considering non-peak times, the school will communicate the vacation periods/windows in advance. 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 blackout days. Generally, absences will not be approved on these days unless special approval is obtained by a Principal, the CEO, or designee. Exceptions for significant life events (weddings, funerals, graduations, milestone birthdays, etc.) are possible. Employees taking paid sick leave prior to or after a paid holiday will not be penalized.

### The following are considered blackout dates/periods:

- First four weeks of the school year
- 2 days before and after week-long breaks (November, February, April)
- 1 day before or after extended holiday weekends
- Last two weeks in December before winter break
- 1st two weeks of 2nd semester
- During SBAC or AP testing windows
- Last four weeks of the school year
- Week after school ends (for non-faculty, year-round employees)

## 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 of 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 have 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 for New Employees** – Employees who start working midway through the school year may not have enough accrued time off to cover scheduled school breaks such as Fall or Winter break. These employees may be eligible to request an advance of up to five days of accrued time off. If you use any vacation accrual in advance, it will be subtracted from your overall accrual balance.

## 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 eighty (80) hours of accrued paid sick leave per year. Further, paid sick leave is capped at eighty (80) 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 five (5) 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**

<b>Group</b>	<b>7 years of service</b>	<b>14 years of service</b>	<b>21 years of service</b>
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.
3. To care for a spouse, domestic partner, child, or parent with a serious health condition. A qualifying family member may also include a parent-in-law, grandparent, grandchild, 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. Employees are limited to one (1) designated person per twelve (12) month period.
4. When an employee is providing care to a spouse, son, daughter, parent, or next of kin who is a covered Armed Forces service member with a serious injury or illness, the employee may take a maximum of twenty-six (26) weeks of additional FMLA leave in a single twelve (12) month period to provide said care. CFRA does not provide leave specific to caring for a service member.
5. For any “qualifying exigency” because the employee is the spouse, son, daughter, or parent of an individual on active military duty, or an individual notified of an impending call or order to active duty, in the Armed Forces. For CFRA purposes, this may also include a domestic partner.



### **Amount of FMLA/CFRA Leave Which May Be Taken**

1. FMLA/CFRA leave can be taken in one (1) or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one, or combination of the above-described situations. "Twelve workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight-hour days per week, "twelve workweeks" means sixty (60) working and/or paid eight (8) hour days.
2. In addition to the twelve (12) workweeks of FMLA/CFRA leave that may be taken, an employee who is the spouse, son, daughter, parent, or next of kin of a covered Armed Forces service member may also be entitled to a total of twenty-six (26) workweeks of FMLA leave during a twelve (12) month period to care for the servicemember.
3. The twelve (12) month period will be defined as a "rolling twelve months" looking backward over the preceding 12 months to calculate how much family and medical leave time has been taken and therefore determine the amount of leave that is available.
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 and Accruals 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.
5. Benefit accrual, such as vacation/paid time off, paid sick leave, and holiday benefits, will be suspended during the approved leave period and will resume upon return to active employment.

### **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.

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).

## Reproductive Loss Leave

All employees who have worked for the School for at least thirty (30) days shall be eligible to take up to five (5) days of leave upon the employee experiencing a reproductive loss event. A reproductive loss event includes any failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Reproductive loss leave must be used within three (3) months of a reproductive loss event. Employees may take up to twenty (20) days of leave due to qualifying reproductive loss events within a twelve (12) month period. Reproductive loss leave shall be unpaid unless the employee elects to use available accrued/unused paid leave. Reproductive loss leave shall not be used in computing overtime pay.

## 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.
33. Eating or drinking in the classroom is prohibited, except for water, unless prior approval is obtained from the Assistant Principal.
34. Unauthorized use or possession of personal cell phones or other electronic devices during instructional/work time when students are present.
35. As specified in the MWA Comprehensive Safety Plan, classrooms and offices should not have personal appliances such as coffee pots, tea/hot water kettles, mini-fridges, space heaters, fans, microwaves, toasters, and other similar items. For safety reasons, these items are

prohibited in any spaces not designated by MWA, such as staff lounges, break rooms, etc. MWA reserves the right to remove appliances that are deemed unsafe for spaces as needed.

36. Failure to adhere to the MWA Parking Expectations, including parking in designated employee lots and displaying an assigned parking pass while on campus.
37. Employing intimidation tactics, such as unnecessary yelling, demeaning language, or swearing/cursing, to compel students to perform classroom tasks.

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. Please note that the School does not offer an appeal process.

### *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](mailto: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](mailto:humanresources@mwacademy.org).

## **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 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**

[Name]

[humanresources@mwacademy.org](mailto: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](mailto: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

## Student-Parent/Guardian Handbook 2024-25

**Section:** V. Consent Action Items  
**Item:** D. Student-Parent/Guardian Handbook 2024-25  
**Purpose:** Vote  
**Submitted by:** Carmen Velarde  
**Related Material:** Student handbook 2024-25 (4889-7139-4481.v2) (1).pdf

### BACKGROUND:

Along with regular minor updates, the following changes were made:

- Required Changes Due to New Laws/Regulations
  - Added a "Gender Identity Inclusiveness and Nondiscrimination Policy" (App. Q) and "Student Support Form" (Appendix R)
  - Human resources reviewed the "Staff Commitments" section as well as Appendices C & D
- Changes to Reflect Current Practices/Procedures
  - IT reviewed and updated the "Computer/Internet Use Policy"
  - Added language RE: being a fragrance-free campus
  - Added language RE: the 50% floor for grades in the upper school
  - Removed the duplicate dress code section
  - Added language RE: plagiarism with AI
  - Added a consequence tracker that outlines consequences for perpetual but not suspendable offenses
  - Removed all mentions of bus services provided by MWA
  - The "Student-Parent/Guardian Acknowledgment Form" (Appendix A) and "Parent/Guardian and Student Commitment Form" (Appendix B) will now be collected via ParentSquare instead of paper form

### RECOMMENDATION:

It is my recommendation that the board approve our Student-Parent/Guardian Handbook for AY 2024-25



Making Waves Academy  
**Student-Parent/Guardian Handbook**  
***2024-2025***

# Table of Contents

Table of Contents	1
COVID-19 Notice	4
Mission and Values	5
MWA Expectations	6
Student Expectations	6
Parent/Guardian Expectations	6
Staff Commitments	6
Middle School Academic Program	7
Middle School Promotion	7
Middle School Grading Scale	7
Middle School Retention Policy	8
Upper School Academic Program	8
Upper School Grading Scale	9
Upper School Grade Point Scale	9
Upper School Graduation	10
Upper School Grade Level Promotion	11
Upper School Courses Offered By Grade Level	12
Academic Integrity	12
Plagiarism and Cheating	12
Ways to Avoid Plagiarism and Cheating	12
MWA Dress Code	13
Uniform for Normal School Days	13
Attire for Special Designated Days	14
Professional Dress Days	14
College Attire Days	14
Casual Dress Days	14
MWA Student Behavior Management & Restorative Practices	15
Student Code of Conduct	15
Classroom Management Policy	15
School-Wide Behavior Management System	16
Consequence Tracker	20
School Safety Policy Guidelines	21
Controlled Substances (Drugs or Alcohol):	21
Response to Dangerous, Violent or Unlawful Activity:	22
Searches and Seizures	22
Attendance & Re-enrollment	23
Attendance Notifications	24
Tardiness	24
Excused Absences	24
Unexcused Absences	25
Excessive Absences	25
	1

Early Release	25
Authorized Reasons for Early Release and Absences	26
School Attendance SART/SARB Process	26
School Attendance Review Team (SART) Hearing	26
Contra Costa County Office of Education Student Attendance Review Board (County SARB)	27
Involuntary Removal Process	27
Arrival/Dismissal Policy	28
Expectations for Parents/Guardians & Students During Arrival & Dismissal	28
Traffic Procedures	29
School-wide Services, Expectations, and Guidelines	30
Student Support Services	30
Student Success Team (SST)	30
Who participates in the SST team?	31
What is 504 and how is it connected to the SST process?	31
504 Policies and Procedures	31
Referrals	31
Special Education	32
Parent Resources	33
Expectations for Outdoor Activities and Use of Facilities	33
General Rules	33
The Garden	33
Fences/Walls/Gates	33
Equipment	33
Picnic Benches & Cement Ledges/Benches	34
Restricted Activities, Areas, & Equipment	34
Outside Courts	34
Turf Rules	34
Gym Rules	35
Student Wellness	35
Immunizations and Physical Examinations	35
Medical Conditions Management and Medication Administration	35
Student Medications at School	36
Opioid Overdose Response	37
Management of Lice and Outbreaks	37
Nutrition Policy	37
Food Drop-Offs	38
Nut-Safe Campus Policy	40
Mental Health Services	41
Suicide Prevention and Intervention	42
Prevention Programming for Students	42
Risk Factors and Protective Factors	42
Re-Entry Procedures	43
Expectant and Parenting Students	43
	2

What Does Federal Law Say Regarding Expectant and/or Parenting Students?	44
Social Work Support	45
School Adjustments	45
Confidentiality	45
Expecting and/or Parenting Students Attendance	46
Homeless Youth	46
Foster Youth	47
School Property and Personal Possessions	47
Lockers and Locks	47
Textbooks	48
Computer/Internet Use Policy	48
Cell Phone/Electronics Policy	49
School Safety	51
Visitor Policy/Guidelines	51
Visitor Conduct While on Campus	52
Administrator Authority	52
Removal of Visitors	53
Volunteer Criminal Background Checks and Tuberculosis Testing	53
All-School Safety and Emergency Plan	54
All-School Lockdown Drill	54
Notice of Pipeline Hazard	54
Appendices	55
Appendix A: Student-Parent/Guardian Acknowledgment Form	56
Appendix B: Parent/Guardian and Student Commitment Form	57
Appendix C: Professional Boundaries: Staff/Student Interaction Policy	58
Appendix D: Annual Notices for Academic Programs	61
Appendix E: Anti-Bullying, Harassment, Intimidation, Discrimination and Title IX Policy	68
Appendix F: Nondiscrimination Statement	79
Appendix G: Directory Information, FERPA, and Student Records	81
Appendix H: Uniform Complaint Procedures (“UCP”) Annual Notice	88
Appendix I: Uniform Complaint Procedure Form	91
Appendix J: Anti-Bullying, Harassment, Intimidation, Discrimination and Title IX Complaint Form	93
Appendix K: Suspension and Expulsion Policy and Procedures	94
Appendix L: Homeless Youth Annual Notice and Policy	108
Appendix M: Foster Youth Annual Notice	115
Appendix N: Parent/Guardian Code of Conduct	121
Appendix O: FERPA Disclosure of Directory Information Opt-Out Form	123
Appendix P: Notification of Rights Under the Protection of Pupil Rights Amendment (PPRA)	124
Appendix Q: Gender Identity Inclusiveness and Nondiscrimination Policy	126
Appendix R: Student Support Plan	133



## 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 front office or go to our [Volunteer Webpage](#). 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.
- Adhere to all of the parking, traffic and safety instructions from the school, including:
  - Not stopping in the middle of Lakeside Drive to drop off their students.
  - Not violating our neighbors' parking spaces to pick up students.
- Pick up students in a timely fashion.

**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.
- Follow all parking and traffic guidelines stipulated by the school.

## 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 <sup>th</sup>	Math 5	ELA 5	Science 5	Social Studies: Early United States	Intro to Technology	Health & Wellness
6 <sup>th</sup>	Math 6	ELA 6	Science 6	Social Studies: The Ancient World	Art	Health & Wellness
7 <sup>th</sup>	Math 7	ELA 7	Science 7	History: Medieval Times	Music	Health & Wellness
8 <sup>th</sup>	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 8<sup>th</sup> grade promotion. It is the belief of MWA that with parent support, all 8<sup>th</sup> 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. In 2024-2025 we are adopting a schoolwide policy on grading using a 50% floor, including for missing work, and for all other assignments except for summative assessments. 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 at multiple points in the 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 9<sup>th</sup> and 10<sup>th</sup> grades. In the 11<sup>th</sup> and 12<sup>th</sup> grades, Advanced Placement (AP) courses and other science, math, and art electives are available. 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.

- ❖ In 2023-24 we are adopting a schoolwide policy on **grading using a 50% floor**, including for missing work, and for all other assignments except for summative assessments.
  - A policy of “zero” grades being entered as a 50%, or having a general floor of 50% for grades. This policy addresses the problem in a traditional 0-100 grading scale, wherein failing grades represent 60% (or since MWA does not have D’s, 70%) of the scale and any zeroes disproportionately bring down grades. This can sometimes mean that students have no chance to pass a class based on some early semester mistakes.
  
- ❖ In 2024-25 we are adopting a schoolwide policy of **offering students the opportunity to retake summative assessments OR to do test corrections/revisions** for summative assessments.
  - When students score less than 70% on an assessment, this should be automatic. It does require timely grading of the assessments, so that students are aware of their grades and there is time to do this. Departments norm on whether to utilize re-takes or test corrections, so that there is consistency within each department (but there may be some differences between departments, to reflect different disciplinary needs and practices).

## Upper School Grade Point Scale

<i>Letter Grade</i>	<b>A+</b>	<b>A</b>	<b>A-</b>	<b>B+</b>	<b>B</b>	<b>B-</b>	<b>C+</b>	<b>C</b>	<b>D</b>	<b>F</b>
<b>Grade Points (MWA)</b>	NA	4.0	3.7	3.3	3.0	2.7	2.3	2.0	-	0.0
<b>Advanced Placement (AP) &amp; Honors Points (MWA)</b>	-	5.0	4.7	4.3	4.0	3.7	3.3	3.0	-	0.0
<b>Grade Points (UC)</b>	-	4.0	-	-	3.0	-	-	2.0	1.0	0.0
<b>Advanced Placement (AP) &amp; Honors Points (UC)</b>	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 Requirement	MWA Total Units	UC/CSU Requirement	UC/CSU Total Units	UC/CSU Recommended	Total Units
a	History*	3 Years	6	2 Years	4	2 Years	4
b	English	4 Years	8	4 Years	8	4 Years	8
c	Math	3 Years	6	3 Years	6	4 Years	8
d	Science**	2 Years	4	2 Years	4	3 Years	6
e	Language	2 Years	4	2 Years	4	3 Years	6
f	Art	1 Year	2	1 Year	4	1 Year	2
g	Electives	***	0	1 Year	2	1 Year	2
CA	Health & Wellness*	2 Years	4	--	--	--	--
<b>Totals</b>			<b>34</b>		<b>32</b>		<b>36</b>

\*The California Department of Education requires 3 years of History and 2 years of Physical Education

\*\*The Science requirement includes one Life Science and one Physical Science course

\*\*\*The Electives (g) requirement is satisfied by a 3rd year of History (a)

Listed below are the course offerings for 2024-2025:

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  Physics	Ethnic Studies	Spanish I	Health and Wellness I		RSP Support
	Geometry  Algebra II	English II	Biology  CTE: Introduction to Health Science  CTE: Medical Terminology (Concentrator)	World History	Spanish II  Spanish II Advanced	Health and Wellness II	Fundamentals of Art  Advanced Art	RSP Support  Music Appreciation
11th	Algebra II	English III	Biology	World History	Spanish III	Health and Wellness II	Fundamentals of Art	RSP Support
	Principles of Finance	AP English Language and Composition	Chemistry  CTE: Introduction to Health Science  CTE: Medical Terminology (Concentrator)	AP United States History			Advanced Art	
	AP Statistics							
12th	Algebra II	CSU Expository Reading and Writing	Biology  CTE: Introduction to Health Science  CTE: Medical Terminology (Concentrator)	United States Government and Economics	Spanish III  AP Spanish Language and Culture	Health and Wellness II	Fundamentals of Art  Advanced Art	RSP Support
	Principles of Finance	AP English Language and Composition	CTE: Medical Terminology (Concentrator)	AP United States Government				
	AP Statistics		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 <sup>th</sup> Grade	10 <sup>th</sup> Grade	11 <sup>th</sup> Grade	12 <sup>th</sup> Grade
English	English	English	English
Math	Math	Math	Math
Science	Science	Science	Science
Language	Language	Language	History
Health and Wellness	History	History	Art/ Elective
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
- Plagiarizing using Artificial Intelligence (AI) programs of any kind is prohibited
- 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, 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, Black, 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
  - No Leggings, sweatpants, pajama pants, yoga pants, or jeans
- **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)
  - No soccer jerseys with alcoholic sponsorships
- **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
- No crocs or slippers

- Pajama pants
- No leggings or yoga pants

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 after the implementation of the above strategies, the behavior of the student does not improve, the teacher will submit a behavior referral and contact 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><b>Behavior Infraction Category: Level 1, Procedural</b> (Core Value Connection: <b>Responsibility</b>)                  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><b>Staff Oversight:</b> Teachers</p> <p><u>Procedural Infraction Examples:</u></p> <ul style="list-style-type: none"> <li>● Not having appropriate equipment and materials</li> <li>● Sleeping in class</li> <li>● Gum chewing and unauthorized eating in classroom or hallways</li> <li>● Being off task, but not disrupting others</li> <li>● Improper use of school equipment or materials</li> <li>● Dress code violations</li> <li>● Truancy/Repeated lateness</li> <li>● Skipping/Cutting class</li> <li>● Failing to follow a reasonable request of a staff member or volunteer</li> <li>● Non-Report to detention</li> <li>● Usage or possession of cell phone or other electronic device during school hours</li> <li>● Loitering in neighborhoods or restricted areas</li> <li>● Defiance of authority</li> </ul>		
1 <sup>st</sup> Offense Intervention Range	2 <sup>nd</sup> Offense Intervention Range	3 <sup>rd</sup> Offense Intervention Range
<ul style="list-style-type: none"> <li>● Restorative Action/Conversation</li> <li>● Confiscation of device until the end of the school day</li> </ul>	<ul style="list-style-type: none"> <li>● Restorative Action/Conversation</li> <li>● Call home (parent/guardian notification)</li> <li>● Skill development activity/Assignment</li> <li>● 1 Day Detention assigned</li> <li>● Confiscation of device until parent/guardian pick-up</li> </ul>	<ul style="list-style-type: none"> <li>● Restorative Action/Conversation</li> <li>● Call home (parent/guardian notification)</li> <li>● Skill development activity/Assignment</li> <li>● Parent shadow requested</li> <li>● Loss of privilege(s)</li> <li>● 2 Days Detention assigned</li> <li>● Parent/Teacher Conference</li> <li>● Two week device submittal to Front Office</li> </ul>

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

**Behavior Infraction Category: Level 3, Disruptive (Core Value Connection: *Respect & Community*)**

Behaviors that demonstrate the lack of respect of an orderly learning environment and they may cause harm 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
- Racialized, homophobic and derogatory name calling
- Disrespect/non-compliance toward adults or peers
- Possession of a non-lethal object (i.e., technology, explicit items) not allowed at school

1 <sup>st</sup> Offense Intervention Range	2 <sup>nd</sup> Offense Intervention Range	3 <sup>rd</sup> Offense Intervention Range
<ul style="list-style-type: none"> <li>● Restorative Conference/Circle</li> <li>● Call home (parent/guardian notification)</li> <li>● Skill development activity/Assignment</li> <li>● 1 Day Detention assigned</li> <li>● Restorative Community Project</li> <li>● Campus beautification</li> <li>● Referral to Dean of Students</li> </ul>	<ul style="list-style-type: none"> <li>● Restorative Conference/Circle</li> <li>● Call home (parent/ guardian notification)</li> <li>● Skill development activity/ Assignment</li> <li>● 2 Days Detention assigned</li> <li>● Restorative Community Project</li> <li>● Campus beautification</li> <li>● Parent shadow requested</li> <li>● Parent/Teacher Conference</li> <li>● Referral to Dean of Students</li> <li>● Loss of privilege(s)</li> </ul>	<ul style="list-style-type: none"> <li>● Restorative Conference/Circle</li> <li>● Call home (parent/guardian notification)</li> <li>● Skill development activity/ Assignment</li> <li>● 3-5 Days Detention assigned</li> <li>● Restorative Community Project</li> <li>● Campus beautification</li> <li>● 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)</li> <li>● Parent/Teacher Conference</li> <li>● Behavior plan meeting</li> <li>● Referral to Dean of Students</li> <li>● Loss of Privilege(s)</li> <li>● Parent conference with the Dean of Students</li> <li>● Student to present restorative essay during Community Building Time (Advisory/Homeroom)</li> </ul>
<p><i>Depending on the infraction and severity of the infraction, the following may also apply:</i></p>	<p><i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i></p>	<p><i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i></p>
<ul style="list-style-type: none"> <li>● 1-2 Day loss of after-school program privileges</li> <li>● 1-2 Day Suspension</li> <li>● Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD</li> <li>● Restitution (financial and otherwise) to target(s)/victim(s), for damage to or loss of personal or school property (whether damage/loss was intentional or unintentional)</li> <li>● Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA</li> </ul>	<ul style="list-style-type: none"> <li>● 2-3 Day loss of after-school program privileges</li> <li>● 2-3 Day Suspension</li> <li>● Possible Report to Richmond Police Department (RPD) or mediation with a representative from RPD</li> <li>● Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA</li> </ul>	<ul style="list-style-type: none"> <li>● 3-5 Day loss of after-school program privileges (further infractions will result in after-school programming privileges being revoked)</li> <li>● 3-5 Day Suspension</li> <li>● Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD</li> <li>● Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA</li> <li>● Ongoing disruptive infractions may result in a recommendation for expulsion from MWA</li> </ul>



**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 5 consecutive school days allowable by law with the possibility of expulsion for all Level 4 infractions.
- recommended for expulsion.
- required to complete a risk or threat assessment by a school-based mental health professional or primary care physician.

Certain infractions require that a student be recommended for expulsion - see [Suspension and Expulsion Procedures](#) section for a list of non-discretionary offenses.

Aggressive Infraction Examples (for a full list of enumerated offenses, see [Suspension and Expulsion Procedures](#)):

- Unauthorized possession, sale, or otherwise furnishing of any firearm, knife, explosive or other dangerous object
- Intimidation/extortion/ threats
- Use of discriminatory or racist language
- Hitting, grabbing, shoving another person with malice intent
- Fighting: assault or battery of any kind
- Possession, sale, distribution, or use of tobacco, alcohol, drugs, any controlled substance, or any intoxicant of any kind
- Pulling a fire alarm without cause or otherwise making a false alarm
- Harassment of any kind
- Arson and possession/use of explosive devices
- Hazing
- Inappropriate sexual conduct
- Violations of the computer or network use policies pertaining to aggressive infractions

1 <sup>st</sup> Offense Intervention Range	2 <sup>nd</sup> Offense Intervention Range	3 <sup>rd</sup> Offense Intervention Range
<ul style="list-style-type: none"> <li>● Immediate referral to Dean of Students</li> <li>● Restorative Conference/Circle</li> <li>● Call home (parent/guardian notification)</li> <li>● Skill development activity/ Assignment</li> <li>● 2 Day Detention assigned</li> <li>● Restorative Community Project</li> <li>● Campus beautification I</li> <li>● Parent/Teacher Conference</li> </ul>	<ul style="list-style-type: none"> <li>● Immediate referral to Dean of Students</li> <li>● Restorative Conference/Circle</li> <li>● Call home (parent/guardian notification)</li> <li>● Skill development activity/ assignment</li> <li>● 3 Days Detention assigned</li> <li>● Restorative Community Project</li> <li>● Campus beautification</li> <li>● Parent shadow or observation (Parents may be required to shadow or observe their student in the school setting should the student consistently</li> </ul>	<ul style="list-style-type: none"> <li>● Immediate referral to Dean of Students</li> <li>● Restorative Conference/Circle</li> <li>● Call home (parent/guardian notification)</li> <li>● Skill Development Activity/ Assignment</li> <li>● 5 Days Detention assigned</li> <li>● Restorative Community Project</li> <li>● Campus beautification</li> <li>● Parent/Teacher Conference</li> <li>● Behavior plan meeting</li> <li>● Loss of Privilege(s)</li> <li>● Parent conference with the Dean of Students</li> </ul>



<ul style="list-style-type: none"> <li>• Loss of privilege(s)</li> <li>• Parent conference with the Dean of Students</li> <li>• Student to present restorative essay during Community Building time (Advisory/ Homeroom)</li> <li>• Parent shadow or observation requested</li> </ul>	<p>not meet the behavioral expectation of MWA)</p> <ul style="list-style-type: none"> <li>• Parent/Teacher Conference</li> <li>• Loss of privilege(s)</li> <li>• Parent conference with the Dean of Students</li> <li>• Student to present restorative essay during Community Building time (Advisory Homeroom)</li> </ul>	<ul style="list-style-type: none"> <li>• Student to present restorative essay during Community Building time (Advisory/Homeroom)</li> <li>• Parent Shadow or Observation (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)</li> </ul>
<p><i>Depending on the infraction and severity of the infraction, the following may also apply:</i></p>	<p><i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i></p>	<p><i>Depending on the infraction, the severity of the infraction, or when a repeat infraction occurs, the following may also apply:</i></p>
<ul style="list-style-type: none"> <li>• 1-2 Day loss of after-school program privileges</li> <li>• 1-2 Day Suspension</li> <li>• Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD</li> <li>• Complete substance use/abuse education program (where applicable)</li> <li>• Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA</li> </ul>	<ul style="list-style-type: none"> <li>• 2-3 Day loss of after-school program privileges</li> <li>• 2-3 Day Suspension</li> <li>• Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD</li> <li>• Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA</li> </ul>	<ul style="list-style-type: none"> <li>• 3-5 Day loss of after-school program privileges (further infractions will result in after-school programming privileges being revoked)</li> <li>• 3-5 Day Suspension</li> <li>• Possible report to Richmond Police Department (RPD) or mediation with a representative from RPD</li> <li>• Parent/Guardian Conference with Assistant Principal to discuss student placement at MWA</li> <li>• Ongoing aggressive infractions may result in a recommendation for expulsion from MWA</li> </ul>

## Consequence Tracker

In conjunction with the behavior management system, the chart below indicates, based on the number of dress code/referrals/detentions, how long a student will be ineligible to participate in school activities.

<b>Total # of Detentions Skipped within a one week period</b>	<b>Consequences</b>
<b>One</b>	The students will be expected to serve two detentions, the one skipped plus an additional one.

<b>Two</b>	<p>There will be a suspension of all privileges* for two weeks, phone calls home are made by the Student Services Team, and the students are expected to serve detentions they missed in the next two immediate upcoming detention sessions.</p> <ul style="list-style-type: none"> <li>● <b>Suspension of privileges, includes:</b> <ul style="list-style-type: none"> <li>■ Clubs</li> <li>■ Athletics</li> <li>■ Field Trips</li> </ul> </li> </ul>
<b>Three</b>	<p>The student will receive a call home from the Assistant Principal, a parent meeting will be organized. A Behavior Contract will be signed at the meeting and Parent / Guardian Handbook Acknowledgement is signed and returned to school with the students.</p>
<b>More than three</b>	<p>There will be a suspension of all privileges*, a phone call home is made by the Student Services Team, and students are expected to serve the detentions they missed in the next two immediate upcoming detention sessions.</p>

\*Privileges include, but are not limited to, participation in field trips, assemblies, clubs, Spirit Weeks, casual dress days, special events and celebrations held on campus or off campus under the jurisdiction of MWA.

Total # of Dress Code Referrals/Detentions	Consequences
<b>First referral</b>	<ul style="list-style-type: none"> <li>● Parent notified via ParentSquare</li> <li>● Loaner uniform provided, <i>if available</i>, distributed by DoS, (student will be asked to exchange personal clothing item in order to ensure return of loaner by end of day)</li> <li>● Student must serve detention</li> </ul>
<b>Second referral within one week</b>	<ul style="list-style-type: none"> <li>● Parent notified via ParentSquare, and phone by Dean of Students / Assistant Principal</li> <li>● Parent-Student Conference scheduled, parents/ guardians sign Parent / Guardian Handbook Acknowledgement</li> <li>● Loaner uniform provided, <i>if available</i>, distributed by DoS, (student will be asked to exchange personal clothing item in order to ensure return of loaner by end of day)</li> <li>● Student must serve detention</li> </ul>

<p><b>Third referral within one week</b></p>	<ul style="list-style-type: none"> <li>● Parent notified via ParentSquare, and phone by Dean of Students / Assistant Principal</li> <li>● Parent must bring a back-up uniform and schedule a parent-student conference with Principal or designee</li> <li>● Loss of Privileges for one week</li> <li>● Student must serve detention</li> </ul>
--	---

## School Safety Policy Guidelines

It is the policy of MWA to provide a safe environment for students and staff by removing students whose actions cause a potential or continuing danger to students and/or staff. If a student commits any of the following infractions on or under school jurisdiction (while the student is at school, in route to or from school, or at a school-sponsored event/activity), the student **will be recommended for expulsion** from MWA in accordance with the Suspension and Expulsion Policy and Procedures:

- 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.

## Response to Dangerous, Violent or Unlawful Activity:

MWA will take the following steps to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at any activity sponsored by the school, or on a school bus serving the school.

- Start and complete a timely and thorough investigation upon receipt of the information
- Review all evidence including but not limited to: student and staff statements, photos, video, and any other written materials related to the alleged activity
- Review the school's policies and administer appropriate disciplinary action to all students found responsible including and up to suspension and expulsion
- Report to Law Enforcement in accordance with MWA's Student-Parent/Guardian Handbook Policies

**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 (#2)

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 9:00 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 and/or are tardy to school. 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 9<sup>th</sup> grade students who miss more than two weeks of school, on average, fail two courses regardless of their regular academic performance. The same study found that nearly 90% of 9<sup>th</sup> grade students who miss less than a week of school per semester will graduate. Clearly, going to school regularly matters!

We look forward to working with parents/guardians in a meaningful partnership for their children and we will work very hard to ensure students receive the best education possible. To provide a child with an outstanding education, the child must maintain excellent attendance. Due to California's law of compulsory education (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 per school year 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. A doctor's note is required to excuse additional absences. 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 SART/ 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 ParentSquare, which broadcasts calls to parents/guardians when a student has an unexcused tardy or absence. 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 and select option #2 to explain and verify the absence, as well as provide a signed note to verify the absence. Parents have five days from the date of the occurrence to provide information and documentation to excuse an absence. For example, a note from a doctor counts as an "excused" verification of an absence.

## 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:

- Student reports to the Front Office for Tardy Pass
- Tardy Pass is recorded in PowerSchool
- Student attends 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 5 days
- Participation in victim or grief support services, or in safety planning related to the death of the student's immediate family member.
- Legal matters\*
- Religious holidays or ceremonies
- Religious retreats, not more than 1 school day per semester\*
- Funeral ceremony other than immediate family limited to not more than five 5 days per incident\*
- 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
- Passport Appointments
- 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. All students under age 18 must either be signed out at the Front Office by a parent/guardian or other Authorized adult with a valid picture identification, or the school and Front Office must have written signed permission from the parent/guardian indicating that date and time the student is permitted to leave campus. Students age 18 or older may sign themselves out and may not leave campus without doing so. MWA does not permit early release within the 30 minutes period prior to the regular dismissal time. An exception to this policy may be granted by the Director of Student Support Services, Principal, 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 SART/SARB Process

When a student is a habitual truant, or has irregular 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 Team, 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 School Attendance Review Board (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 5 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' attendance office 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 an absence before it becomes unexcused.

## Contra Costa County Office of Education Student Attendance Review Board (County SARB)

A student may be referred to the County SARB once MWA has utilized all available interventions to support a student's attendance. The CCCOE conducts district-level SARB hearings for students referred from its county-operated community school and its county-authorized charter schools. The County SARB will review information presented by MWA and will interview the student and a parent/guardian. Following the hearing, the student may be placed in a contractual agreement with the County SARB, be required to report their progress, and be referred to the County's District Attorney's Office if they fail to meet the requirements of their agreement.

More information about the Contra Costa County Office of Education's SARB can be found on their website: [https://www.cccoe.k12.ca.us/programs/for\\_educators/sarb](https://www.cccoe.k12.ca.us/programs/for_educators/sarb)

## Involuntary Removal Process

No student shall be involuntarily removed by MWA for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action ("Involuntary Removal Notice"). The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder. The Involuntary Removal Notice shall include the charges against the student and an explanation of the student's basic rights including the right to request a hearing before the effective date of the action. The hearing shall be consistent with MWA's expulsion procedures. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until MWA issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to MWA suspension and expulsion policy.

Upon a parent/guardian request for a hearing, MWA will provide notice of the hearing consistent with its expulsion hearing process, through which the student has a fair opportunity to present testimony, evidence, and witnesses and confront and cross-examine adverse witnesses, and at which the student has the right to bring legal counsel or an advocate. The notice of hearing shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder and shall include a copy of MWA expulsion hearing process. If the parent/guardian is nonresponsive to the Involuntary Removal Notice, the student will be disenrolled as of the effective date set forth in the Involuntary Removal Notice. If a parent/guardian requests a hearing and does not attend on the date scheduled for the hearing the student will be disenrolled effective the date of the hearing.

If as a result of the hearing the student is disenrolled, notice will be sent to the student's last known district of residence within thirty (30) days. A hearing decision not to disenroll the student does not prevent MWA from making a similar recommendation in the future should student truancy continue or reoccur.

# Arrival/Dismissal Policy

In order to protect and ensure student safety, MWA is a **closed campus**. This means that from the time of arrival to the time of dismissal to home, students may not leave campus. All parents/ guardians and students are expected to follow MWA's Arrival and Dismissal Policy, including traffic guidelines, time frames, and directives from MWA staff members and volunteers facilitating arrival/dismissal in order to maintain a safe environment for everyone. Violation of the arrival and/or dismissal policies is a Level 2 infraction.

	Days/Time	Procedure
<b>Arrival</b> (All grades)	<u>Monday through Friday:</u> 8:00 to 8:30 am	<ul style="list-style-type: none"> <li>Cars dropping off must use the drive loop and authorized loading/unloading zones <b>only</b>. Parents/Guardians may not park along Lakeside Drive to drop-off students, or pull into driveways along Lakeside.</li> <li>Middle school students report directly to the MS campus</li> <li>Upper school students report directly to the US campus</li> <li><b>There is no supervision on campus before 8:00am, the designated arrival time</b></li> </ul>
<b>Dismissal 3:00 pm</b> (5th-8th grade)	<u>Monday Tuesday Thursday Friday</u>	<ul style="list-style-type: none"> <li>Students may leave campus via the MWA bus, bike, car, and by walking to public transportation or home</li> <li>Students should report to designated loading/unloading zones <b>ONLY</b></li> <li>Families with both students in both the upper and middle schools should pick up sibling groups at the middle school dismissal zone</li> <li>Students not leaving campus are expected to report directly to sports, club activities, or after school programming under the direct supervision of MWA faculty or staff. Any student remaining on campus after 4:00 pm will be asked to leave upon the close of dismissal</li> <li><b>Students may not</b> leave campus and return without permission from the Program Director or their designee</li> <li>*On 4-day school weeks there is <b>NO</b> early Dismissal on Wednesday; instead school will dismiss at 3:00 and 3:30 for the respective grades</li> </ul>
<b>Dismissal 3:30 pm</b> (9th-12th grade)	<u>Monday Tuesday Thursday Friday</u>	<ul style="list-style-type: none"> <li>Students not leaving campus are expected to report directly to sports, club activities, or after school programming under the direct supervision of MWA faculty or staff. Any student remaining on campus after 4:00 pm will be asked to leave upon the close of dismissal</li> <li><b>Students may not</b> leave campus and return without permission from the Program Director or their designee</li> <li>*On 4-day school weeks there is <b>NO</b> early Dismissal on Wednesday; instead school will dismiss at 3:00 and 3:30 for the respective grades</li> </ul>
<b>Wednesday Early Dismissal 2:00 pm</b> (All grades)	<u>Regular AND Community Building Wednesday</u> <b>*EXCEPT on 4-day weeks</b>	<ul style="list-style-type: none"> <li>*On 4-day school weeks there is <b>NO</b> early Dismissal on Wednesday; instead school will dismiss at 3:00 and 3:30 for the respective grades</li> </ul> <p><i>After the close of the dismissal, parents/guardians picking up students will need to notify the middle school Front Office to grant permission to students to wait in the supervised late pick-up area.</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 times 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 MWA arrival/dismissal expectations, traffic regulations or operating in an unsafe manner may lose their parking privileges on campus (for students) and/or receive a Level 2 consequence. 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 red curb areas
- 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.*

# School-wide Services, Expectations, and Guidelines

## Student Support Services

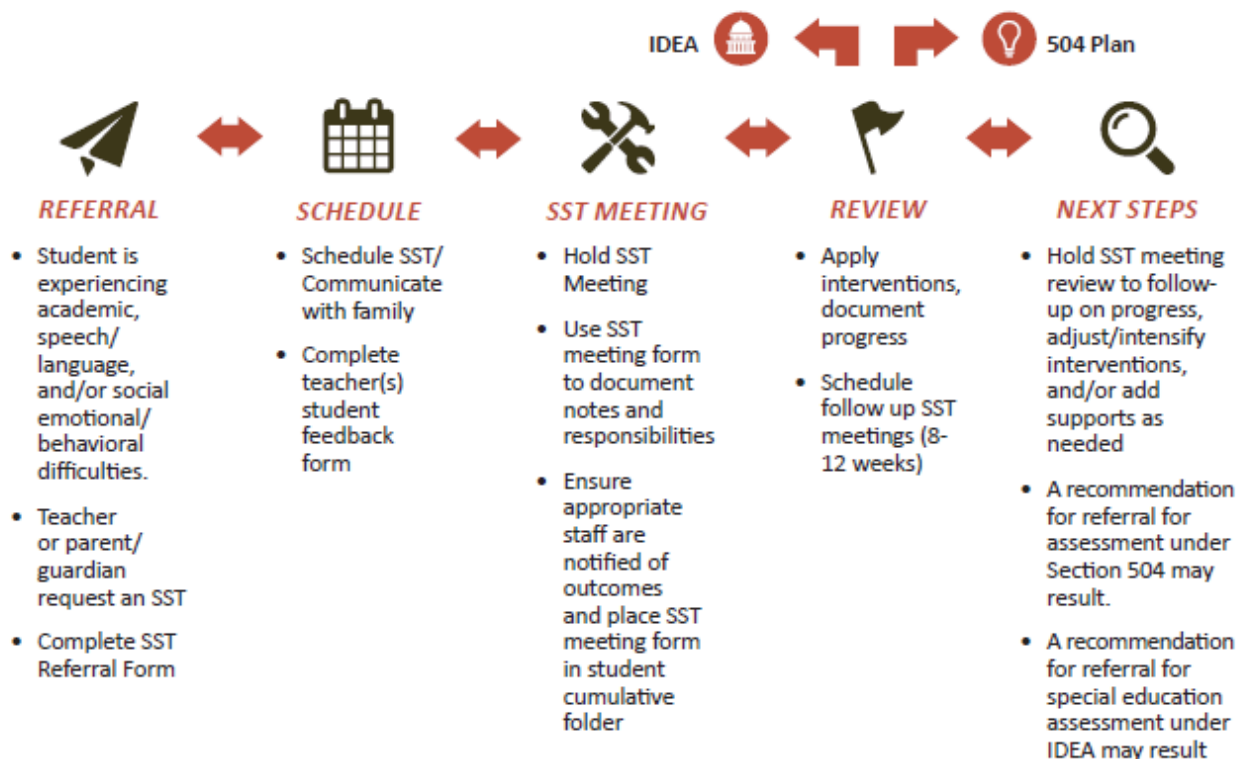
### Student Success Team (SST)

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

### SST FLOWCHART



### 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.

### 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.
- Keep food and drinks (except water) in designated eating areas ONLY (not permitted in classrooms). Exceptions will be made for students with an established medical accommodation.
- 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.
- 

### 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

- Middle School students may check-out recess equipment from designated staff. Students may not bring recess equipment from home. Equipment brought from home that is used during school hours may be confiscated.
- Upper School students may bring recess equipment (balls, frisbees) from home. Equipment brought from home should be stored out of sight (e.g. backpack/locker) during non-break periods. Equipment brought from home that is used outside of designated break periods may be confiscated. The School will restrict use of equipment from home and/or remove permission to bring equipment from home if

equipment is misused or used in a manner deemed unsafe by School Leadership.

- 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 in the proper receptacle.
- Students may not 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.
- Students may not climb on or stand on large rocks in middle school; only sitting is permitted.
- 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.

## Outside Courts

- No gum, food, beverages, or eating allowed on basketball courts.
- No sitting or lounging on the courts to prevent injury by active players/game.

## 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. See Equipment section above for more details.
- 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.
  - To test a particular shoe, make a dent in the sole with your thumbnail; if the dent recovers quickly the shoe is non-marking. Or, rub the shoe's sole on a clean white piece of paper; if there are no scuff marks the shoe is non-marking.
- 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 and hearing. 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.

### Medical Conditions Management and Medication Administration

In order to provide a safe and supportive environment, MWA in accordance with the California Education Code (49422, 49423) 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 a medical condition must notify the School Nurse of their child's condition, subsequent medication needs, provide a medical care plan issued by the child's medical provider, and complete the Medication Authorization Form regarding storage of medications on campus and whether students are fit to self-administer the prescribed medication during the school day. MWA is a fragrance-free campus, in part

to reduce potential triggers of an asthma attack or allergic reaction; more details can be found in the Dress Code section of this handbook.

## 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, Route of Administration, Indication/ Reason for Medication

***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.

The Seizure Safe Schools Act (CA Education Code 49468) 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.

CA Education Code 49414.5 authorizes school districts to administer glucagon to a pupil who is suffering from severe hypoglycemia. If your child has diabetes, please notify the MWA school nurse so that the proper paperwork is completed and personnel can be identified and trained to provide emergency medical assistance to your child in the event your child is suffering from severe hypoglycemia at school.

CA Education Code 49414.7 authorizes school districts to administer emergency stock albuterol to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from respiratory distress.

The school nurse is the designated administrator to order and restock rescue medications on campus. Emergency medications are located in the emergency medication cabinets at each of the school health offices and the athletics emergency kit.

## Opioid Overdose Response

In the event of an opioid overdose on campus, MWA maintains an emergency supply of Naloxone (Narcan) Nasal Spray, which is an over-the-counter medicine used to treat a known or suspected opioid overdose emergency. Signs and symptoms include breathing problems, severe sleepiness, and inability to respond.

California Education Code section 49414.3 authorizes charter schools to provide emergency Naloxone (Narcan) or another opioid antagonist to school nurses or trained personnel who have volunteered, and to use it to provide emergency medical aid to persons suffering, or reasonably believed to be suffering from an opioid overdose. Section 49414.3 additionally states that a charter school may designate one or more volunteers to receive initial and annual refresher training based on standards regarding the storage and emergency use of this medication from the school nurse or other qualified person designated by an authorizing physician or surgeon.

If an opioid overdose is suspected, a school nurse will administer Naloxone (Narcan) to the person suspected or experiencing an opioid overdose. If the school nurse is not on site or is unavailable, a trained volunteer may administer this medication to a person exhibiting potentially life-threatening symptoms of an opioid overdose.

Emergency Naloxone nasal spray kits are located in the emergency medication cabinets at each of the school health offices and the athletics emergency kit.

## Management of Lice and Outbreaks

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.

MWA participates in the National School Lunch Program. Applications/Alternative Income forms for determining eligibility for federally reimbursable 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. MWA provides a nutritionally adequate breakfast and a nutritionally adequate lunch 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 minimum of one (1) free meal per meal service (breakfast and lunch) each school day.

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, MWA is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity. Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotope, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at:

<https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; or fax: (833) 256-1665 or (202) 690-7442; or email: [Program.Intake@usda.gov](mailto:Program.Intake@usda.gov).

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

The following outline provides a guide to the foods and beverages that are **not approved** by MWA for students to bring to school or consume during regular school hours:

NON- APPROVED*	Why is this <i>not</i> healthy for our daily food choice?
<ul style="list-style-type: none"> <li>• <b>Sodas/Sport drinks</b></li> <li>• <b>Candy</b></li> <li>• <b>Gum</b></li> <li>• <b>Chips (<i>outside of recommended personal serving size during designated meal periods</i>)</b></li> <li>• <b>Shelled Sunflower seeds</b></li> <li>• <b>Cookies/Brownies/ Desserts (<i>outside of recommended personal serving size during designated meal periods</i>)</b></li> <li>• <b>Fast food</b></li> <li>• <b>Ramen/Cup of Noodles</b></li> <li>• <b>Caffeinated beverages</b></li> <li>• <b>Hot Cheetos, Takis and similar products containing Red Dye 40</b></li> </ul>	<ul style="list-style-type: none"> <li>• High sugar consumption can lead to diabetes and excessive weight gain.</li> <li>• Diets that include too much sodium can lead to high blood pressure and heart disease.</li> <li>• Foods high in fat can lead to high blood pressure, high cholesterol, excessive weight gain, and diabetes.</li> <li>• Caffeine is a stimulant, affecting your heart rate and blood pressure. Caffeine also has addictive properties- meaning the growing/developing body can become dependent.</li> <li>• Processed and artificially-flavored foods contain unhealthy chemicals and discourage healthy body development.</li> <li>• High amounts of red and yellow dyes and other irritant additives that are unhealthy and even dangerous for some students.</li> </ul>

\*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 serving 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:*

<b>NON-APPROVED NUTS AND NUT PRODUCTS</b>
<ul style="list-style-type: none"> <li>● Almonds</li> <li>● Brazil nuts</li> <li>● Cashews</li> <li>● Filberts</li> <li>● Hazelnuts</li> <li>● Macadamia nuts</li> <li>● Pecans</li> <li>● Pine nuts                             <ul style="list-style-type: none"> <li>○ <i>Pesto sauce is made of pine nuts</i></li> </ul> </li> <li>● Pistachios</li> <li>● Walnuts</li> </ul>

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:

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

## 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, and resources for mental health support.

## Risk Factors and Protective Factors

Risk factors for suicide are characteristics or conditions that increase the chance that a person may try to take her or his life. Suicide risk tends to be highest when someone has several risk factors at the same time. (<https://www.thetrevorproject.org/resources/preventing-suicide/suicide-risk-factors/>)

FACTORS OF THE MIND AND BODY	FACTORS FROM THE ENVIRONMENT	FACTORS THAT A PERSON TAKES PART IN, EXPERIENCES OR LEARNS
<ul style="list-style-type: none"> <li>● History or signs of depression</li> <li>● History of mental illness</li> <li>● History of being abused or mistreated</li> <li>● History of self-injury</li> <li>● Tendency to be impulsive</li> <li>● Major physical illness</li> <li>● Affective disorders (i.e. mood disorders)</li> <li>● Previous suicide attempt(s)</li> </ul>	<ul style="list-style-type: none"> <li>● Barriers to mental health services</li> <li>● Lack of community support</li> <li>● Homelessness</li> <li>● A death or relationship breakup</li> <li>● A job loss or change in financial security</li> <li>● Feeling unsafe</li> <li>● Family history of suicide</li> <li>● High stress family environment or dynamic</li> <li>● Academic or family crisis</li> <li>● Easy access to lethal materials</li> </ul>	<ul style="list-style-type: none"> <li>● Risky health behaviors (e.g. substance abuse, unsafe sex practices, etc.)</li> <li>● Lack of support from other youth</li> <li>● Cultural or religious beliefs that suggest suicide as a solution</li> <li>● Exposure to suicide through the media, family, friends or co-workers</li> <li>● Unwillingness to seek help</li> <li>● Non-suicidal self-injury</li> <li>● Victimization at home or in school</li> <li>● Difficulty in school, failing grades, bullying others</li> </ul>

***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 the Social Worker 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:

- 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.
- The Social Worker will inform the senior leadership team of the support plan for the student.
- The Social Worker 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, the Social Worker 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.
- The Social Worker 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.

---

[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](mailto:mwacompliance@mwacademy.org)

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

The federal regulations implementing Title IX of the Educational Amendments of 1972 stipulate 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 Youth

Liaison for Homeless, Foster and/or Mobile Youth:  
Carrera Padilla, Assistant Principal of Student Support  
4123 Lakeside Drive, Richmond, CA 94806  
(510) 262-1511

The term "homeless children and youth" means individuals who lack a fixed, regular and adequate nighttime residence due to economic hardship. It includes children and youths who (42 USC 11434a):

- Are sharing the housing of other persons **due to loss of housing, economic hardship, or a similar reason**; are living in motels, hotels, trailer parks or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- Have a primary nighttime residence that is a public or private place not designed for or ordinarily used as regular sleeping accommodations for human beings;
- Are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations,

or similar settings; and/or

- Migratory children and unaccompanied youth (youth not in the physical custody of a parent or guardian) may be considered homeless if they meet the above definition of “homeless.”

Homeless status is determined in cooperation with the parent/guardian during student registration and re-enrollment. In the case of unaccompanied youth, the status is determined by the MWA Liaison.

A copy of [MWA's annual notice on Homeless Youth](#) is located in the appendices section.

## Foster Youth

The following definitions apply:

1. “Foster youth” refers to any child who has been removed from their home pursuant Welfare and Institutions Code section 309 and/or is the subject of a petition filed under Welfare and Institutions Code section 300 or 602. This includes children who are the subject of cases in dependency court and juvenile justice court.
2. “Former juvenile court school students” refers to a student who, upon completion of the student’s second year of high school, transfers from a juvenile court school to MWA.
3. “Child of a military family” refers to a student who resides in the household of an active duty military member.
4. “Currently Migratory Child” refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to MWA from another Local Educational Agency (“LEA”), either within California or from another state, in order that the child or a member of the child’s immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child’s eligibility for migrant education services. “Currently Migratory Child” includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. “Newcomer pupil” means a student who is participating in a program designed to meet the academic and transitional needs of newly arrived immigrant students that has as a primary objective the development of English language proficiency.

A copy of [MWA's annual notice on Foster Youth](#) is located in the appendices section.

## School Property and Personal Possessions

### Lockers and Locks

Students will be assigned a locker with a lock. Only locks provided by MWA will be used on the lockers. Students should keep the combination to themselves. There will be a \$5 replacement fee for any lost locks. Lockers are for your belongings and school supplies. Students are responsible for the organization and cleanliness of their locker. Lockers may be searched at any time by school officials to the extent allowed by law. As such, students:

- Should not have any unauthorized and/or illegal items such as weapons, cigarettes, vape, 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. MWA also encourages students and families to purchase device insurance to cover accidental damages to student devices. You can read more details on this offering in the [student device insurance](#) policy.

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</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</p>

<p>phone must be turned off, not visible in a pocket or jacket, or stored in a backpack or locker. If any student is seen with a cell phone or found to be in possession of a cell phone or any other electronic device while at school and/or while riding school-provided transportation, <b>it can, and will be confiscated.</b></p> <p>If students are seen with a cell phone or prohibited electronic devices including, but not limited to headphones/earbuds, 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 turned into the front office, where the student can retrieve the electronic at the end of the day. The third time a cell phone or prohibited electronic is confiscated and turned into the front office, the parent must pick up the item. 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 a student has lost the privilege of having a cellphone/electronic device in their personal possession during the day and a parent/guardian is concerned about safety, please contact the Dean of Students.</p> <p>Repeated violations of this policy will result in a parent/guardian meeting and possible additional consequences.</p>	<p>purposes). All cell phone and electronic devices should be turned off and not visible during instructional time. <b>Students using a cellphone or electronic device during an unauthorized time will have the item confiscated.</b></p> <p>If students are seen with a cell phone or prohibited electronic devices including but not limited to headphones/earbuds, 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 turned into the front office, where the student can retrieve the electronic at the end of the day. The third time a cell phone or prohibited electronic is confiscated and turned into the front office, the parent must pick up the item. From then on, the student will be asked to check their phone at the office at the beginning of the day and 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 a student has lost the privilege of having a cellphone/electronic device in their personal possession during the day and a parent/guardian is concerned about safety, please contact the Dean of Students.</p> <p>Repeated violations of this policy will result in a parent/guardian meeting and possible additional consequences.</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 (ID) 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 a current 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 (printed sticker) in a visible place throughout the duration of their stay on campus.
- All visitors must sign out upon the completion of their visit and return their visitor's badge.

If the visitor is a government officer/official (including but not limited to local law enforcement officers, immigration enforcement officers, social workers, district attorneys, or U.S. attorneys) the officer/official will also be asked to produce any documentation that authorizes school access. MWA shall make reasonable efforts to notify parents/guardians prior to permitting a student to be interviewed or searched, consistent with the law and/or any court order, warrant or instructions from the officer/official. A copy of the documentation provided by the officer and notes from the encounter may be maintained by MWA, consistent with the law. The MWA Board of Directors and Bureau of Children's Justice in the California Department of Justice, at [BCJ@doj.ca.gov](mailto:BCJ@doj.ca.gov), will be timely informed regarding any attempt by a law-enforcement officer to access a school site or a student for immigration-enforcement purposes, as recommended by the Attorney General.

## Visitor Conduct While on Campus

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 Principal or 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 Principal or designee. 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 Principal within fourteen (14) days of the denial or revocation of consent. The 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 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.
- 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, the extent of such screening will be determined by the number of volunteer hours per month and per year and whether the volunteer will have contact with students. 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. More information on volunteering can be found on MWA’s [Volunteer Webpage](#).

## 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 Secure Campus, 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

This form is now collected via ParentSquare

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

This form is now collected via ParentSquare

<b><i>Student Commitment</i></b>	<b><i>Parent/Guardian Commitment</i></b>
<p><b>As a student I will:</b></p> <ul style="list-style-type: none"> <li>● Set goals</li> <li>● Be a scholar</li> <li>● Make mistakes and learn from them</li> <li>● Arrive at school on time ready to learn</li> <li>● Reflect on and evaluate my performance</li> <li>● Act with truthfulness, kindness, and respect</li> <li>● Treat all people with respect, kindness, and dignity</li> <li>● Put forth my best effort to be the best Wave-Maker I can be</li> <li>● Discover and develop my voice, my talents, and my strengths</li> <li>● Discover and develop my value to the group, MWA, and the community</li> <li>● Take responsibility for my actions, my relationships, my community, and my environment</li> <li>● Follow all policies and rules</li> </ul> <p>_____</p> <p>Student Name (Print)</p> <p>_____</p> <p>Student Signature</p> <p>_____</p> <p>Date</p>	<p><b>As a parent/guardian I will:</b></p> <p>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</p> <p>_____</p> <p>Student Name (Print)</p> <p>_____</p> <p>Parent/Guardian Name (Print)</p> <p>_____</p> <p>Parent/Guardian Signature</p> <p>_____</p> <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](mailto: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](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.

## Cancer Prevention Act

Students in the state are advised to adhere to current immunization guidelines, as recommended by the Advisory Committee on Immunization Practices (ACIP) of the federal Centers for Disease Control and Prevention (CDC), the American Academy of Pediatrics, and the American Academy of Family Physicians, regarding full human papillomavirus (HPV) immunization before admission or advancement to the eighth grade level of any private or public elementary or secondary school.

Because the vaccine is more effective when given at younger ages, two doses of HPV vaccine are recommended for all kids between the ages of 9 to 12 years, and the second dose should be given before the start of 8th grade. Kids who wait until later to get their first dose of HPV vaccine may need three doses.

HPV vaccination can prevent over 90 percent of cancers caused by HPV. HPV vaccines are very safe, and scientific research shows that the benefits of HPV vaccination far outweigh the potential risks.

## Dangers of Synthetic Drugs

The illicit use and abuse of synthetic drugs represents an emerging and ongoing public health threat in California. The fentanyl crisis specifically, has impacted communities across the state, leading to a sharp increase in fentanyl poisonings and deaths in recent years.

This notice aims to address the crisis with a preventative approach ensuring students and families are educated on the deadly consequences of recreational drug use.

A synthetic drug is a drug with properties and effects similar to a known hallucinogen or narcotic but having a slightly altered chemical structure, especially such a drug created in order to evade existing restrictions against illegal substances.

Synthetic drugs include but are not limited to synthetic cannabinoids (“synthetic marijuana,” “Spice,” “K2”), methamphetamines, bath salts, and fentanyl.

The California Department of Public Health (“CDPH”) has expounded on the extreme danger of drugs laced with fentanyl. Illicit fentanyl can be added to other drugs to make them cheaper, more powerful, and more addictive. Illicit fentanyl has been found in many drugs, including heroin, methamphetamine, counterfeit pills, and cocaine. Fentanyl mixed with any drug increases the likelihood of a fatal overdose. Furthermore, it is nearly impossible to tell if drugs have been laced with fentanyl without additional testing, because fentanyl cannot be seen, smelled, or tasted when used as a lacing agent.

Additional information regarding fentanyl from the CDPH’s Substance and Addiction Prevention Branch can be found [here](#).

## 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, and all acts of MWA's Board of Directors ("Board") in enacting policies and procedures that govern the MWA.

As used in this policy, discrimination, sexual harassment, harassment, intimidation, and bullying are described as the intentional conduct, including verbal, physical, written communication or cyber-bullying, including cyber sexual bullying, based on the actual or perceived characteristics of mental or physical disability, sex (including pregnancy and related conditions, and parental status), sexual orientation, gender, gender identity, gender expression, immigration status, nationality (including national origin, country of origin, and citizenship), race or ethnicity (including ancestry, color, ethnic group identification, ethnic background, and traits historically associated with race, including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twist), religion (including agnosticism and atheism), religious affiliation, medical condition, genetic information, marital status, age or association with a person or group with one or more of these actual or perceived characteristics or any other basis protected by federal, state, local law, ordinance or regulation. Hereafter, such actions are referred to as "misconduct prohibited by this policy."

All complaints of misconduct prohibited by this policy will be treated seriously. Students are expected to guide all of their actions with others using the MWA Core Values. Material that is considered verbally or physically threatening, obscene, racist, discriminatory, will not be tolerated. MWA will address misconduct prohibited by this policy, which includes but is not limited to harassment in social networking threatening posts and/or correspondence, that comes to the attention of MWA. MWA reserves the right to access and review any and all information in accordance with the law and MWA policies in an attempt to preserve the safety, health, and overall well-being of the student.

To the extent possible, MWA will make reasonable efforts to prevent students from being discriminated against, harassed, intimidated and/or bullied, and will take action to investigate, respond to, and address any reports of such behaviors in a timely manner. MWA staff who witness acts of misconduct prohibited by this policy will take immediate steps to intervene, when safe to do so.

This policy applies to all employees, students, and/or volunteer actions and relationships, regardless of position or gender. MWA will promptly and thoroughly investigate and respond to any complaint of misconduct prohibited by this policy, including but not limited to those instances occurring on social networking sites and communication devices during regularly scheduled work days and hours, in a manner that is not deliberately indifferent and will take appropriate corrective action, if warranted. MWA complies with all applicable state and federal laws and regulations and local ordinances in its investigation of and response to reports of misconduct prohibited by this policy.

## Title IX, Harassment, Intimidation, Discrimination and Bullying Coordinators:

### For Students:

Dean of Students  
4123 Lakeside Drive  
Richmond, CA 94806  
(510) 262-1511  
Jovan Fulton-Wilson  
Alexis Bustamante  
Sonja Jackson

### 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 themselves 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, vandalism, 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, 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  
Alexis Bustamante  
Jovan Fulton-Wilson  
Sonja Jackson

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
- Participation in officially recognized activities and sports
- Degrees, honors, and awards received
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

### **Parent**

Parent means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent in the absence of a parent or a guardian.

### **Eligible Student**

Eligible student means a student who has reached eighteen (18) years of age.

### **School Official**

A school official is a person employed by MWA as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the Board of Directors of MWA. A school official also may include a volunteer or an independent contractor of MWA, consultant, vendor, or other party who performs an institutional service or function for which MWA would otherwise use its own employees and who is under the direct control of MWA with respect to the use and maintenance of personally identifiable information from education records, such as an attorney, auditor, medical consultant, therapist, or contracted provider of digital educational platforms and/or services; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks.

### **Legitimate Educational Interest**

A school official has a legitimate educational interest if the official **needs** to review an education record **in order to fulfill their professional responsibility**.

## **Disclosure of Directory Information**

At the beginning of each school year, MWA shall provide parents and eligible students with a notice containing the following information: 1) the type of personally identifiable information it designates as directory information; 2) the parent's or eligible student's right to require that MWA not release "directory information" without obtaining prior written consent from the parent or eligible student; and 3) the period of time within which a parent or eligible student must notify MWA in writing of the categories of "directory information" that it may not disclose without the parent's or eligible student's prior written consent. MWA will continue to honor a valid request to opt out of the disclosure of a former student's directory information made while the former student was in attendance unless the



parent or eligible student rescinds the opt out request. Please note that you **may not opt out of 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 ten (10) business days, MWA shall comply with the request.

### Copies of Education Records

MWA will provide copies of requested documents within ten (10) 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 or the designated secured off-site storage facility, 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:

Student Privacy Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue. S.W.  
Washington, D.C. 20202-8520

## **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. Unlawful discrimination includes, but is not limited to, noncompliance with Education Code section 243(a).
  
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](mailto: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.
- 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.
- 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.

- 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.
- 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 wellbeing of all students at MWA. In creating this policy, MWA has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions, expulsions and involuntary removals. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* MWA is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals and, as necessary, modification of the lists of offenses for which students are subject to suspension, expulsion or involuntary removal.

Consistent with this policy, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as MWA's policy and procedures for student suspension, expulsion and involuntary removal and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. MWA staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This policy and its procedures will be printed and distributed annually as part of the student handbook and will clearly describe behavior management expectations. It will be reviewed and updated by the Board of Directors when they review and update other Board policies and procedures, or more frequently as needed.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

MWA administration shall ensure that students and their parents/guardians<sup>1</sup> 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, and shall inform the student and the student's parent/guardian of the basis for which the student is being involuntarily removed and the student's parent/guardian's right to request a hearing to challenge the involuntary removal. If a student's parent/guardian 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 requests a hearing, the student shall remain enrolled and shall not be removed until MWA issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated below.

## Grounds for Suspension and Expulsion of Students

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or school attendance occurring at any time including but not limited to: a) while on school grounds; b) while going to or coming from school; c) during the lunch period, whether on or off the school campus; d) during, going to, or coming from a school-sponsored activity.

### Enumerated Offenses

#### Discretionary Suspension and Expellable Offenses

Students may be suspended or recommended for expulsion when it is determined the student:

- Caused, attempted to cause, or threatened to cause physical injury to another person
- Willfully used force or violence upon the person of another, except self-defense
- Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind

---

<sup>1</sup> 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 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. The conference shall be held as soon as the student is physically able to return to school for the conference. Penalties shall not 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 email, 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 and 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 parent/guardian 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 and Policy

## McKinney-Vento Act Overview

The *McKinney-Vento Act* defines homeless children and youths as individuals who lack a **fixed, regular, and adequate** nighttime residence (42 U.S.C. § 11434a) and includes:

- Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason;
- Children and youths who may be living in motels, hotels, trailer parks, shelters, camping grounds due to a lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
- Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
- Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- Migratory children and unaccompanied youth (youth who are not in the physical custody of a parent or guardian) who qualify as homeless because they are children who are living in similar circumstances listed above.

Homeless status is determined in cooperation with the parent or guardian. In the case of unaccompanied youth, status is determined by the School Liaison.

## Educational Rights of Homeless Students

Once a student has been identified as homeless, the liaison will inform the student and/or family of the following rights and ensure that these rights are met by Making Waves Academy:

- Making Waves Academy shall immediately admit/enroll the student (subject to Making Waves Academy's capacity and pursuant to the procedures stated in MWA's charter and Board policy), even if they do not have all of the documents normally required at the time of enrollment (such as previous academic records, records of immunizations, other required health records, proof of residency) or has missed application or enrollment deadlines during any period of homelessness. Records will be immediately requested from the previous school. If the student needs to obtain immunizations or does not possess immunization or other medical records, the Principal shall refer the parent/guardian or unaccompanied youth to the liaison. The liaison shall assist the parent/guardian in obtaining the necessary immunizations or records for the student. [42 U.S.C. § 11432 (g)(3)(C)] [42 U.S.C. § 11432 (g)(3)(A); Education Code § 48850(a)(3)(A)].
- MWA shall immediately admit/enroll the student for which MWA is a School of Origin. "School of Origin" means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled. Students have the right to remain in their school of origin following the termination of the child's status as a homeless student as follows:
  - a. For students in fifth 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.
  - b. For students enrolled in high school, the student will be allowed to continue in the school of origin through graduation.
- Transportation to and from MWA for the regular school day, if requested and if MWA is the school of origin. [42 U.S.C. § 11432 (g)(1)( J)(iii)].
- Prompt access to comparable programs and services offered to other students in Making Waves Academy, including transportation services; educational services for which the child meets eligibility

criteria such as special education services for students with limited English proficiency; school nutrition programs; vocational/technical education; gifted and talented services; and before-and after-school care [42 U.S.C. § 11432 (g)(4)].

- Priority access to intersession program (expanded learning program)
- If a dispute arises over admissions/enrollment, the student shall be immediately admitted (subject to MWA's capacity and pursuant to the procedures stated in MWA's charter and Board policy), pending the resolution of the dispute [42 U.S.C. § 11432(g)(3)(E)(i)]. The parent/guardian shall be provided with a written explanation of the admission/enrollment decision, including an explanation of the parent/guardian's right to appeal the decision. The parent/guardian shall also be referred to the liaison. The liaison shall carry out the Board-adopted dispute resolution and complaint processes as expeditiously as possible after receiving notice of the dispute. [42 U.S.C. § 11432(g)(3)(E)].
- The appointment of a local homeless education liaison at Making Waves Academy to ensure that homeless children and youth are identified and given full and equal access to all educational services for which they are eligible in order to succeed in school [42 U.S.C. § 11432 (g)(6)(A)].
- MWA shall accept coursework satisfactorily completed by a homeless student while attending another public school, a juvenile courts school, a charter school, a school in a country other than the United States, or a nonpublic, nonsectarian school even if the pupil did not complete the entire course and shall issue that homeless student full or partial credit for the coursework completed.
- If MWA is the transferring school, it shall issue the full and partial credits on an official transcript for the student and shall ensure the transcript includes all of the following: 1) All full and partial credits and grades earned based on any measure of full or partial coursework being satisfactorily completed, including a determination of the days of enrollment or seat time, or both, if applicable, at the School or any other local educational agency, other public school, juvenile court school, charter school, school in a country other than the United States, or nonpublic, nonsectarian school; 2) The credits and grades for each school and local educational agency listed separately so it is clear where they were earned; 3) A complete record of the student's seat time, including both period attendance and days of enrollment.
- If a homeless student enrolls in MWA, and MWA has knowledge that the transcript from the transferring local educational agency may not include certain credits or grades for the student, MWA shall contact the prior local educational agency within two business days to request that the prior local educational agency issue full or partial credits. The prior local educational agency shall issue appropriate credits and provide all academic and other records to MWA within two business days of the request.
- The credits accepted shall be applied to the same or equivalent course, if applicable, as the coursework completed in the prior school.
- MWA shall not require a homeless student to retake a course if the student has satisfactorily completed the entire course in a prior school. If the student did not complete the entire course, MWA shall not require the pupil 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 admitted in the same or equivalent course, if applicable, so the student may continue and complete the entire course.
- A homeless student shall not be prevented from retaking or taking a course to meet the eligibility requirements for admission to the California State University or the University of California.
- A homeless student who transfers between schools any time after the completion of the pupil's second year of high school and is in the student's third or fourth year of high school, MWA shall exempt from all coursework and other requirements adopted by MWA that are in *addition* to the statewide coursework requirements specified in Education Code section 51225.3, unless MWA makes a finding that the student is reasonably able to complete MWA's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school.

- If MWA determines that the homeless student is reasonably able to complete MWA's graduation requirements within the student's fifth year of high school, MWA shall do all of the following: 1) Consult with the student and the student's educational rights holder of the student's option to remain in school for a fifth year to complete MWA's graduation requirements; 2) Consult with the student, and the student's educational rights holder, about how remaining in MWA 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 in school 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 under 18 years of age, with the person holding the right to make educational decisions for the student; 5) Consult with the student and the student's educational rights holder regarding the student's option to remain in the school of origin.
- If MWA determines that the homeless student, who has transferred between schools any time after the completion of the student's second year of high school, is not reasonably able to complete MWA's graduation requirements within the student's fifth year of high school, but is reasonably able to complete the statewide coursework requirements within the student's fifth year of high school, MWA shall exempt a student from MWA's graduation requirements and provide the student the option to remain in MWA for a fifth year to complete the statewide coursework requirements. MWA shall consult with the student and the student's educational rights holder regarding all of the following: 1) the student's option to remain in school for a fifth year to complete the statewide coursework requirements; 2) how waiving MWA's requirements and remaining in school for a fifth year may affect the student'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 student, including, but not limited to, possible credit recovery, and any transfer opportunities available through the California Community Colleges; 4) the student's academic data and any other information relevant to making an informed decision on whether or accept the exemption and option to remain in school for a fifth year to complete the statewide coursework requirements.
- To determine whether a homeless student is in the third or fourth year of high school, the number of credits the pupil has earned to the date of transfer, or the length of the student's school enrollment, or for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school may be used, whichever will qualify the student for the exemption.
- Within 30 calendar days of the date that a homeless student may qualify for the exemption from local graduation requirements transfers into a school, MWA shall notify the student, the educational rights holder, and MWA's liaison for homeless children and youth of the availability of the exemption and whether the student qualifies for an exemption. If MWA fails to provide timely notice, the student shall be eligible for the exemption from local graduation requirements once notified, even if that notification occurs after the student is no longer homeless, if the student otherwise qualifies for the exemption.
- In addition to providing said notice, MWA shall consult with the student eligible for the exemption and student's educational rights holder about the following: 1) Discussion regarding how any of the requirements that are waived may affect the student's postsecondary education or vacation plans, including the ability to gain admission to a postsecondary educational institution; 2) Discussion and information about other options available to the student, 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 student's academic data and any other information relevant to making an informed decision on whether to accept the exemption.
- A homeless student that has been exempted from local graduation requirements in accordance with Education Code section 51225.1 and completes the statewide coursework requirements specified in Education Code section 51225.3 before the end of the student's fourth year of high school and that

student would otherwise be entitled to remain in attendance at MWA, MWA shall not require or request that the pupil graduate before the end of the student's fourth year of high school.

- If a homeless student is exempted from local graduation requirements pursuant to Education Code section 51225.1, MWA shall notify the student and the person holding the right to make educational decisions for the student how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges.
- If a homeless student who is eligible for the exemption from local graduation requirements and would otherwise be entitled to remain in attendance at MWA shall not be required to accept the exemption or be denied admission in, or the ability to complete, courses for which the student is otherwise eligible, including courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.
- If a homeless student is not exempted from local graduation requirements or has previously declined the exemption, MWA shall exempt the student at any time if an exemption is required by the student and the student qualifies for the exemption.
- If a homeless student is exempted from local graduation requirements, MWA shall not revoke the exemption.
- If a homeless student is exempted from local graduation requirements, the exemption shall continue to apply after the pupil is no longer a homeless student while the student is admitted in MWA or if a homeless student who is exempt from local graduation requirements transfers to MWA from another school.
- If a homeless student is not eligible for an exemption because MWA makes a finding that the student is reasonably able to complete MWA's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, MWA nonetheless shall reevaluate eligibility and provide written notice to the student, the student's education rights holder whether the student qualifies for an exemption within the first 30 calendar days of the following academic year, based on the course completion status of the student at the time of reevaluation to determine if the student continues to be reasonably able to complete MWA's graduation requirements in time to graduate from high school by the end of the student's fourth year.
- If it is determined within the first 30 calendar days of the following academic year, that given their course completion status at that time the reevaluation conducted pursuant to the previous paragraph that the student is not reasonably able to complete MWA's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school, MWA shall provide the student with the option to receive an exemption from all coursework and other requirements adopted by MWA's governing board that are in addition to the statewide coursework requirements specified in Education Code section 51225.3 or to stay in school for a fifth year to complete MWA's graduation requirements upon agreement with the student (if over 18 years old), or upon agreement with the student's education rights holder.
- MWA shall not require or request a homeless student to transfer schools in order to qualify the pupil for an exemption.
- MWA shall report to the CDE annually on the number of students 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 students 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.

## Homeless Student Liaison

The role of Making Waves Academy's Homeless Student Liaison (liaison) is to provide support and ensure that the rights of homeless students are being met by MWA. School leadership will identify the liaison annually by July

1<sup>st</sup> and provide written notice to parents/guardians and unaccompanied youth of the contact information of the liaison. School leadership will notify the Making Waves Academy Board of the person serving as the liaison by the first board meeting of the school year. The liaison shall:

- Ensure that homeless students are identified by school personnel and through coordinated activities with other entities and agencies.
- Ensure that homeless students enroll in, and have a full and equal opportunity to succeed in Making Waves Academy.
- Ensure that homeless families and students 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 Making Waves Academy, if any, and referrals to health care services, dental services, mental health services and substance abuse services, housing services, and other appropriate services.
- Inform parents/guardians of the educational and related opportunities available to their children and ensure that they are provided with meaningful opportunities to participate in the education of their children.
- Disseminate notice of the educational rights of homeless students 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.
- Mediate enrollment disputes in accordance with law, the Making Waves Academy charter, and Board policy.
- Ensure school personnel providing services to youth experiencing homelessness receive annual professional development and other support. The professional development will include training on: (1) MWA's homeless education program policies; and (2) recognition of signs that pupils are experiencing, or are at risk of experiencing, homelessness. The liaison shall inform such employees of the availability of training and the services the liaison provides to aid in the identification and provision of services to students who are experiencing, or are at risk of experiencing, homelessness.
- Collaborate with State coordinators and community and school personnel responsible for the provision of education and related services to homeless children and youths.
- Ensure 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 School 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.

#### [MWA Homeless Students Liaison](#)

Dianne Cameron  
4123 Lakeside Drive  
Richmond, CA 94806  
Ph. (510) 262-1511

The California Department of Education ("CDE") 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/>

## Identifying Homeless Students

Homeless students at Making Waves Academy will be identified by two different processes:



- Information obtained on the *Residency Information Form* (housing questionnaire) that students/families complete as a part of the school registration process. The form includes questions that will help determine homeless status, and informs the student and/or family of their educational rights.
  - Throughout the school year, informational flyers will be sent home and posted around the school to notify homeless families how to connect with the homeless student liaison. MWA shall annually provide the housing questionnaire to all parents/guardians of students and to all unaccompanied youths at MWA. The housing questionnaire shall be available in the primary language other than English spoken by fifteen (15) percent or more of the students enrolled at MWA and 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.
- Referral from a school staff member who identifies that a student or family might meet the definition of homeless as defined above. Please see the *Crisis Intervention Procedure* for more information on the referral process.

For students who may be homeless, the liaison will follow-up with the student and/or family to review their rights and provide support (e.g., transportation, access to educational services, connections to community-based organizations), if needed.

## Transportation

In the event that Making Waves Academy provides transportation services to all Making Waves Academy students, Making Waves Academy shall provide comparable transportation services to each homeless child or youth attending Making Waves Academy, as noted above. (42 U.S.C. § 11432(g)(4))

If Making Waves Academy does not otherwise provide transportation services to all Making Waves Academy students, Making Waves Academy shall ensure that transportation is provided for homeless students to and from Making Waves Academy, at the request of the parent or guardian (or liaison) if MWA is the student's school of origin. (42 U.S.C. § 11432(g)(1)(J)) Transportation provided by MWA will be adequate and appropriate for the student's situation, but MWA does not commit to any one method of transportation.

## School Website Posting

MWA shall ensure that the following information is posted, and updated as necessary, on its internet website:

- The name and contact information of the liaison for homeless children and youths.
- The contact information of any employee or contractor that assists the liaison in completing the liaison's duties.
- Specific information regarding the educational rights and resources available to persons experiencing homelessness.

## Annual Notice and Policy Review

For any homeless student who seeks enrollment at MWA, written notice will be provided to the parent/guardian at the time of enrollment and at least annually while the student is enrolled at MWA.

MWA shall annually review and revise any policies that may act as barriers to the identification of homeless children and youths or the enrollment of homeless children and youths at MWA. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the identification, enrollment, and attendance of homeless children and youths who are not currently attending school. MWA's review of its homeless education program policies shall use resources developed by the CDE and posted on the CDE's internet website and resources developed by homeless education technical assistance centers established using funding from the American Rescue Plan Act of 2021.

## Noncompliance

A complaint alleging noncompliance with this policy may be filed with MWA under MWA's Uniform Complaint Procedures.



## 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 has been removed from their home pursuant to Section 309 of the California Welfare and Institutions Code ("WIC").
  - b. A child who is the subject of a petition filed pursuant to California WIC section 300 or 602 (whether or not the child has been removed from the child's home by juvenile court).
  - c. 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.
  - d. 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.
  - e. 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.
  - f. A child who is the subject of a voluntary placement agreement, as defined in WIC section 11400.
2. "Former juvenile court school students" refers to a student who, upon completion of the student's second year of high school, transfers from a juvenile court school to MWA.
3. "Child of a military family" refers to a student who resides in the household of an active duty military member.
4. "Currently Migratory Child" refers to a child who, within the last 12-months, has moved with a parent, guardian, or other person having custody to MWA from another Local Educational Agency ("LEA"), either within California or from another state, in order that the child or a member of the child's immediate family might secure temporary or seasonal employment in an agricultural or fishing activity, and whose parents or guardians have been informed of the child's eligibility for migrant education services. This includes a child who, without the parent/guardian, has continued to migrate annually to secure temporary or seasonal employment in an agricultural or fishing activity.
5. "Newcomer pupil" is a person aged 3 to 21 years, who was not born in any of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, and has not been attending one or more schools in any one or more of the 50 United States, the District of Columbia, or the Commonwealth of Puerto Rico, for more than three (3) full academic years.
6. "Educational Rights Holder" ("ERH") means a parent, guardian, or responsible adult appointed by a court to make educational decisions for a minor pursuant to WIC sections 319, 361 or 726, or a person holding the right to make educational decisions for the student pursuant to Education Code section 56055.
7. "School of origin" means the school that the foster youth attended when permanently housed or the school in which the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which the student was last enrolled, or if there is some other school that the foster youth attended within the immediately preceding 15 months, the MWA liaison for foster youth, in consultation with and with the agreement of the foster youth and the ERH for the youth, shall determine, in the best interests of the foster youth, the school that shall be deemed the school of origin. For a foster youth who is an individual with exceptional needs as defined in Education Code section 56026, "school" as used in the definition of "school of origin" includes a placement in a nonpublic,

nonsectarian school as defined in Education Code section 56034, subject to the requirements of Education Code section 56325.

8. "Best interests" means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the opportunity to be educated in the least restrictive educational program and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all MWA students.
9. "Partial coursework satisfactorily completed" includes any portion of an individual course, even if the student did not complete the entire course.

Within this notice, foster youth, former juvenile court school students, a child of a military family, a currently migratory child, and a newcomer pupil 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" or "ERH."

Foster and Mobile Youth Liaison: The Chief Executive Officer or designee designates the following staff person as the Liaison for Foster and Mobile Youth:

Dianne Cameron  
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.

If MWA operates an intersession program, MWA shall grant priority access to foster youths. Notwithstanding any other law, if the foster youth will be moving during an intersession period, the pupil's educational rights holder, or Indian custodian in the case of an Indian child, shall determine which school the pupil attends for the intersession period, if applicable. "Intersession program" means an expanded learning program offered by MWA on non school days, including, but not limited to, summer school. "Indian custodian" is as the term is defined in Section 1903 of Title 25 of the United States Code.

Graduation Requirements: Foster and Mobile Youth who transfer to MWA any time after the completion of their second year of high school, and newcomer pupils 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, or, for students with significant gaps in school attendance, the student's age as compared to the average age of students in the third or fourth year of high school, may be used, whichever will qualify the student for the exemption. For a newcomer pupil, 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 ERH. 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, the Charter School shall exempt the student within thirty (30) days of the exemption request, if an exemption is requested by the student or the

student's ERH and the student at one time qualified for the exemption, even if the student 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 Foster and Mobile Youth.

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 additional graduation requirements by the end of the student's fifth year of high school, MWA shall do the following:

1. Consult with the student and the student's ERH regarding the student's option to remain at MWA for a fifth year to complete MWA's graduation requirements consistent with the laws regarding continuous enrollment and satisfactory progress for MWA students over age 19.
2. Consult with the student, and the ERH 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 and the student's ERH 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 student's ERH.
5. For a student identified as a foster youth, consult with the student, and the student's ERH, regarding the student's option to remain in the school of origin.

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 Principal or designee shall exempt the pupil from MWA's graduation requirements and provide pupil the option of remaining in school for a fifth (5<sup>th</sup>) year to complete the statewide coursework requirements. MWA shall consult with the Foster and Mobile Youth and their ERH 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, or for a newcomer pupil, is not eligible for an exemption in the student's third year of high school, because Charter School makes a finding that the pupil is reasonably able to complete Charter School's additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, then Charter School shall do the following:

1. Within the first 30 calendar days of the **following** academic year, Charter School shall reevaluate eligibility;
2. Provide written notice to the pupil, the pupil's ERH, and the pupil's social worker or probation officer, if applicable, whether the pupil qualifies for an exemption upon reevaluation, 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 Charter School'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 Charter School additional graduation requirements in time to graduate from high school by the end of the pupil's fourth year of high school, the Charter School shall provide written notice to the pupil and the pupil's ERH of the pupil's options to:
  - i. Receive an exemption from all coursework and other requirements adopted by the governing board body of Charter School that are in addition to the statewide coursework requirements specified in Section 51225.3, **or**
  - ii. Upon agreement with the pupil's ERH, stay in school for a fifth year to complete the Charter School's additional graduation requirements.

The pupil (if not a minor) or the pupil's ERH shall have sole discretion whether to accept the exemption, based on the pupil's best educational interests.

**Reporting Requirements:** Charter School 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 the Charter School'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 notice, "pupil category" means the categories of pupils identified in the "Definitions" section of this Policy, above.

**Acceptance of Course Work:** MWA will accept any coursework satisfactorily completed at any public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency by a Foster and Mobile Youth.

MWA will provide Foster and Mobile Youth credit for the partial completion of courses taken while attending a public school, a juvenile court school, a school in a country other than the United States, and/or a nonpublic, nonsectarian school or agency. If the student did not complete the entire course, MWA shall not require the student to retake the portion of the course the student completed unless MWA, in consultation with the holder of educational rights for the student, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the Foster and Mobile Youth shall be enrolled in the same or equivalent course, if applicable, so that the student may continue and complete

the entire course. These students shall not be prevented from taking or retaking a course to meet California State University or the University of California admission eligibility requirements.

**Student Records:** When MWA receives a transfer request and/or student records request for the educational information and records of a foster youth from a new local educational agency ("LEA"), MWA shall provide these student records within two (2) business days. MWA shall compile the complete educational record of the student, including but not limited to a determination of seat time, full or partial credits earned, current classes and grades, immunization and other records, and, if applicable, a copy of the student's special education records including assessments, IEPs, and/or 504 plans. All requests for student records will be shared with the Foster and Mobile Youth Liaison, who shall be aware of the specific educational record keeping needs of Foster and Mobile Youth.

MWA shall not lower a foster youth's grades as a result of the student's absence due to a verified court appearance, related court ordered activity, or a change the placement of the student made by a county or placing agency. If a foster youth is absent from school due to a decision to change the placement of the student made by a county or placing agency, the grades and credits of the student will be calculated as of the date the student left MWA.

In accordance with MWA's Directory Information, FERPA, and Student Records Policy, under limited circumstances, MWA may disclose student records or personally identifiable information contained in those records to certain requesting parties including but not limited to a foster family agency and state and local authorities within a juvenile justice system, without parental consent.

**Discipline Determinations:** If MWA intends to extend the suspension of any foster/ youth pending a recommendation for expulsion, MWA will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the meeting at which the extension of the suspension will be discussed.

If MWA intends to suspend for more than ten (10) consecutive school days or expel a student with a disability who is also a foster youth due to an act for which the recommendation for expulsion is discretionary, MWA will invite the student's attorney and an appropriate representative from the relevant county agency to participate in the Manifestation Determination Review meeting.

**Complaints of Noncompliance:** A complaint of noncompliance with any of the requirements outlined above may be filed through MWA's Uniform Complaint Procedures. A copy of the Uniform Complaint Policy and Procedures is available upon request at the main office.

**Availability of Complete Policy:** For any Foster and Mobile Youth who enrolls at MWA, a copy of MWA's complete foster youth policy shall be provided at the time of enrollment. A copy of the complete Policy is available upon request at the main office.



# 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 sessions.
- 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

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 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:

- Name
- Photograph
- Dates of attendance
- 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 develop and adopt 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

# Appendix Q: Gender Identity Inclusiveness and Nondiscrimination Policy

The Board of Directors of Making Waves Academy (“Charter School”) is committed to fostering an environment of inclusiveness, supporting students’ preferred form of self-identification, and ensuring that every student shall have equal access to educational programs and activities.

The purpose of this policy is to delineate state and federal law as well as Charter School’s practices relating to recognition and protection of each student’s gender identity. This is consistent with Charter School’s goals of reducing stigmatization and ensuring equal access for students. The guidelines provided in this policy do not anticipate every situation that might occur with respect to gender identity and expression and students. While the needs of each student are unique, in all cases, the goal is to ensure the opportunity of all students to thrive and retain equal access school programs and activities in accordance with their gender identity without fear of harassment, discrimination, intimidation, bullying, or stigmatization.

This Policy shall apply to all Charter School programs and activities, including those that occur during school hours, before- or after-school programs, field trips, extracurricular or co-curricular activities, and camps or other activities that typically involve at least one (1) overnight stay from home.

## Definitions (Intended as functional descriptors, not to label):

- *“Gender”*: A person’s sex, and includes a person’s gender identity and gender expression.
- *“Gender Expression”*: A person’s gender-related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth. Gender expression refers to external cues that one uses to represent or communicate one’s gender to others, such as behavior, clothing, hairstyles, activities, voice, mannerisms, or body
- *“Gender Identity”*: A person’s gender-related identity, appearance or behavior, whether or not different from that traditionally associated with the person’s physiology or assigned sex at birth.
- *“Gender Nonconformity”*: refers to one’s gender expression, gender characteristics, or gender identity that does not conform to gender stereotypes “typically” associated with one’s legal sex assigned at birth, such as “feminine” boys, “masculine” girls and those who are perceived as androgynous. Sexual orientation is not the same as gender identity. Not all transgender youth identify as gay, lesbian or bisexual, and not all gay, lesbian and bisexual youth display gender-nonconforming characteristics.
- *“Transgender”*: describes people whose gender identity or gender expression is different from that traditionally associated with their assigned sex at birth. “Transgender boy” and “transgender male” refer to an individual assigned the female sex at birth who has a male gender identity. “Transgender girl” and “transgender female” refer to an individual assigned the male sex at birth who has a female gender identity. An individual can express or assert a transgender gender identity in a variety of ways, which may but do not always include specific medical treatments or procedures. Medical treatments or procedures are not considered a prerequisite for one’s recognition as transgender.
- *“Nonbinary Gender”*: A form of gender identify, gender expression, or gender nonconformity that describes people who view themselves as somewhere between or beyond the gender “binary” of male and female, as well as genders that incorporate elements of both male and female.

## Guiding Principles and Requirements

The Charter School shall accept the gender identity that each student asserts. There are no medical or mental

health diagnoses or treatment thresholds that students must meet in order to have their gender identity recognized and respected.

The Charter School shall:

1. Respect all students' gender identity and gender expression by honoring the right of students to be identified and addressed by their preferred name and pronoun.
2. Prohibit, within academic programming, the separation of students based upon gender unless it serves as a compelling pedagogical (instructional) tool.
3. Permit all students to participate in co-curricular and extracurricular activities in a manner consistent with their gender identity including, but not limited to, intramural and interscholastic athletics.
4. Provide all students access to facilities that best align with students' gender identity.

## Privacy and Confidentiality

All persons, including students, have a right to privacy. This includes student's right to keep their actual or perceived gender identity and expression private. Such private information shall be shared only on a need to know basis.

Students have the right to openly discuss and express their gender identity and expression, and to decide when, with whom, and how much information to share.

In situations where students have not publicly disclosed their gender identity; school personnel must be mindful of the confidentiality and privacy rights of students when communicating with others, so as to not reveal, imply or refer to a student's gender identity or expression. To ensure confidentiality when discussing a particular concern such as conduct, discipline, grades, attendance or health, school personnel should focus on the concern, not the student's gender identity or expression. For example, describe the matter in terms of the underlying issue (behavior/conduct, grade issue, attendance issue, health concern) without referring or linking to gender identity or expression.

When communicating with a student's parent, legal guardian, or educational rights holder, school personnel should use the student's legal name and the pronoun corresponding to the student's gender assigned at birth unless the student, parent, or guardian has specified otherwise.

There will be instances when school personnel may find it important to discuss a student's gender identity or expression with parents (if, for example, the student is being bullied based on their gender identity or expression or expresses suicidal ideation on the basis of gender dysmorphia). In such cases, school personnel should consult and work closely with the student to assess the degree to which, if any, the parent is aware of the student's gender identity or expression and is supportive of the student, and school personnel shall take into consideration the safety, health and well-being of the student in deciding whether to disclose the student's gender identity or expression to parents.

## Preferred Names and Pronouns

The Charter School recognizes that name and gender identity are central to most individuals' sense of self and well-being, and that it is important for the school to establish mechanisms to acknowledge and support students' self-identification.

The Charter School shall accept and respect a student's assertion of their gender identity where the student expresses that identity at school or where there is other evidence that this is a sincerely held part of the student's core identity. Per the CDE, some examples of evidence that the student's asserted gender identity is sincerely held could include letters from family members or healthcare providers, photographs of the student at public events or family gatherings, or letters from community members such as clergy.

The Charter School shall not require a student to provide any particular type of diagnosis, proof of medical treatment, or meet an age requirement as a condition to receiving the protections afforded under California's anti-discrimination statutes. Similarly, there is no threshold step for social transition that any student must meet in

order to have his or her gender identity recognized and respected by a school.

The Charter School supports student self-identification by honoring the name and pronouns that students wish to go by, in accordance with the following:

1. Students shall be addressed by the name and pronoun that corresponds to their gender identity asserted at school without obtaining a court order, changing their pupil records or obtaining parent/legal guardian permission.
2. Students may request a meeting with a school counselor to discuss a support plan/Student Safety Plan. The counselor will work with school administration and staff to ensure the desired name and pronouns are used.
3. The Charter School may modify its student information system to prevent disclosure of confidential information and ensure, to the best of our abilities, that school personnel use a student's preferred name and pronouns consistent with the student's gender identity.
4. All members of the school community must use a student's chosen name and pronouns. The school shall implement safeguards to reduce the possibility of inadvertent slips or mistakes, particularly among temporary personnel such as substitute teachers. Every effort should be made to use names and pronouns consistent with a student's gender identity. While inadvertent slips or honest mistakes may occur, the intentional and persistent refusal to respect a student's gender identity is a violation of this Policy and may constitute discrimination under State law.
5. There may be situations (e.g., communications with the family, state or federal records, pupil records where a name or gender with which the student identifies isn't authorized, and assessment data) where it may be necessary and recommended for staff to be informed of the student's legal name and gender. In these situations, staff should prioritize safety, confidentiality and respect of the student in a manner consistent with the law.
6. If school personnel are unsure how a student wants to be addressed in communications to home or in conferences with parents/legal guardians/educational rights holders, they may privately ask the student how they want to be referred to when communicating with parents/legal guardians.
7. If a member of the school community, including staff and students, intentionally uses a student's incorrect name and pronoun, persistently refuses to respect a student's chosen name and pronouns, or targets a student based on that student's chosen name and pronouns, that conduct may constitute harassment, discrimination, and/or bullying and investigation in accordance with the school's *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy*. Per the CDE, Examples of this type of harassment include a teacher consistently using the student's incorrect name when displaying the student's work in the classroom, or a transgender student's peers referring to the student by the student's birth name during class, but would not include unintentional or sporadic occurrences.

## Equal Access to School Activities and Programs

Students have the right to equitable access to activities and programs in their school. Students may not be excluded from participation in, be denied the benefits of, or be subjected to harassment or other forms of discrimination on the basis of their actual or perceived gender identity or expression in any program or activity. These activities and programs may include, but are not limited to cheer squad, homecoming, prom, spirit day, celebrations, assemblies, acknowledgments, field trips, afterschool activities and programs, and all extra-curricular activities.

Pursuant to Education Code 221.5(f), participation in sex-segregated school programs and activities, including competitive athletics, intramural sports, athletic teams, competitions and contact sports shall be facilitated in a manner consistent with the student's gender identity. Students who identify as nonbinary should be granted the opportunity to participate in sex-segregated programs and activities that they find best align with their gender identity.

## Student Records

Charter School shall use the student's requested name, pronoun, and gender designation unless there is a legal reason not to do so.



- *Official Records*

Charter School shall change a student's name and gender on official records only upon receipt of documentation that such change has been made pursuant to a court order. Certain education records may still require a school to use a student's legal name. For example, birth certificates, passports, standardized testing documentation, transcripts, financial aid documents, immunization and other health records, etc.

- *Unofficial Records*

The Charter School may change a student's name, gender, or pronoun designation on unofficial student records in the absence of a court order indicating legal name change. Unofficial student records include school-issued identification cards, athletic rosters, certificates, playbills, diplomas, attendance lists, etc.

The school may include an "also known as" or a "prefers to be called" field in its electronic data system and list the preferred name/gender identity/pronoun of the student alongside the legal name/assigned sex. This way the preferred name may be cross-referenced with the legal name and administrators will know to use the preferred name when addressing the student.

Nothing in this section changes the obligation of Charter School personnel to **address** the student with the name and pronouns consistent with the student's gender identity. Thus, while a student's records may still indicate the name/sex assigned at birth, upon request of the student, the student should be referred to day-to-day by the name and pronouns that correspond to their gender identity.

## Restroom Accessibility

The Charter School maintains separate restroom facilities for male and female students. Students shall have access to restrooms that correspond to their gender identity. Students who identify as nonbinary shall be granted access to the facility which they find best aligns with their gender identity.

If a student desires increased privacy, regardless of the reason, the administrator shall make every effort to provide the student with reasonable access to an alternative restroom such as a single-stall or all-gender restroom. The use of a restroom should be determined by the student's choice; no student shall be compelled to use an alternative restroom. For safety reasons, students should be given access to a restroom that allows reasonable access for appropriate supervision by staff. Regardless, all students are expected to exemplify appropriate behavior in restrooms.

By or before July 1, 2026, Charter School shall:

1. Provide and maintain at least one all-gender restroom for student use that meets the following requirements:
  - (i) Has signage identifying the bathroom facility as being open to all genders and in conformity with Title 24 of the California Code of Regulations.
  - (ii) Is available for pupil use, consistent with the requirements of subdivision (a), as unlocked, unobstructed, easily accessible by any pupil, and consistent with existing pupil access to sex-segregated restrooms.
  - (iii) Is consistent with the requirements pursuant to Section 35292.6.
  - (iv) Is available during school hours and school functions when pupils are present.
2. Designate a staff member to serve as a point of contact for compliance with the above.
3. Post a notice regarding the requirements of this paragraph in a prominent and conspicuous location outside at least one all-gender restroom, including contact information for the person designated as a point of contact for compliance with the above.

Charter School may use an existing restroom to satisfy the requirements above if it ensures that all students have restrooms that are in easily accessible locations and the existing restroom otherwise complies with the requirements above.

Use of an all-gender restroom by a pupil shall be voluntary and students shall not be required to use an all-gender restroom.

## Locker Room and Changing-Area Accessibility

Charter School maintains separate locker room facilities and changing areas for male and female students. Students shall have access to the locker room and changing areas facility that corresponds to their gender identity, with the goals to provide equal opportunity to participate in physical education classes, competitive athletics, and extracurricular activities (such drama/theater). Students who identify as nonbinary should be granted access to the locker rooms/changing facilities with which they find best aligns with their gender identity, including access to reasonable accommodations as indicated below.

If there is a request for increased privacy, any student shall be provided access to a reasonable accommodation such as:

- a) Assignment of a student locker or changing areas in near proximity to the coaches'/staff person's office or a supportive peer group.
- b) Use of a private area within the public area of the locker room facility or changing area (e.g., nearby restroom stall with a door or an area separated by a curtain).
- c) Use of a nearby private area (e.g., nearby restroom or a health office restroom).
- d) A separate changing schedule.

Any alternative arrangement should be provided in a way that protects the student's privacy and confidentiality.

## Staff Training

Commencing with the 2025-26 school year and continuing through the 2029-30 school year, Charter School shall provide and require at least one hour of training annually to all teachers and other certificated employees serving pupils in grades 7 to 12, inclusive. Training shall include but not be limited to, the following core elements:

1. The creation of safe and supportive learning environments for LGBTQ+ pupils, including those with multiple intersecting identities, including, but not limited to, those who are members of the LGBTQ+ community, members of communities of color, immigrants, or people living with the human immunodeficiency virus.
2. Identifying LGBTQ+ youth who are subject to, or may be at risk of, bullying and lack of acceptance at home or in their communities.
3. The provision of targeted support services to LGBTQ+ youth, including counseling services.
4. Requirements regarding school antibullying and harassment policies, and complaint procedures.
5. Requirements regarding suicide prevention policies and related procedures.
6. Requirements regarding policies relating to use of school facilities, including, but not limited to, bathrooms and locker rooms.
7. Requirements regarding policies and procedures to protect the privacy of LGBTQ+ pupils.
8. The importance of identifying local, community-based organizations that provide support to LGBTQ+ youth.

9. The importance of identifying local physical and mental health providers with experience in treating and supporting LGBTQ+ youth.
10. The formation of peer support or affinity clubs and organizations.
11. The importance of school staff who have received antibias or other training aimed at supporting LGBTQ+ youth.
12. Health and other curriculum materials that are inclusive of, and relevant to, LGBTQ+ youth.

## Student Support/Safety Plan

The Charter School shall, wherever possible, and after discussing with, and obtaining permission from the student, meet with a gender-nonconforming student, relevant school personnel, and parents, to discuss and draft a Student Support/Safety Plan. The purpose of the plan shall be to memorialize any specific wishes/needs of the student regarding navigating their gender-confirming status in the school setting, and discuss general welfare and safety issues. The plan may include but is not limited to the following, and shall be tailored to the needs of the individual student:

1. Preferred Name/Pronouns
2. The names and contact information of “safe” adults with whom the student can share any concerns, including instances of bullying, discrimination, intimidation, or harassment
3. Assurances that all staff would receive training and instruction regarding Title IX, and that teachers shall teach about anti-bullying and harassment
4. Assurances that the physical education (“PE”) teacher or athletics coach would be the first to enter and last to leave the locker room
5. Assurances that student’s assigned locker would be in direct sight of the PE teacher/athletics coach’s office
6. Assurance regarding access to the student restroom facilities and locker rooms that correspond to the student’s gender identity or biological sex.
7. Accommodations for student’s use of an alternate restroom (i.e. in the health office or elsewhere) if the student is uncomfortable using student restrooms
8. Accommodations for the student’s use of a private changing area if the student is uncomfortable changing in a locker room with other peers.
9. Any other accommodation appropriate for the student

## Dress Code

All Charter School students have the right to dress in accordance with their gender identity within the parameters of the dress code as it relates to the school uniform or safety issues. A copy of the Charter School Dress Code is available for review at the main office.

## General-Segregated Activities

In rare situations permitted by law, students may be segregated by gender, such as for health education classes. In situations where students are segregated by gender, such as for health education classes, students should be included in the group that corresponds to their consistently asserted gender identity.

## Harassment, Bullying, and Student Safety

The Charter School shall ensure that all staff who regularly interact with students receive professional

development and training opportunities as required and recommended by the California Department of Education (“CDE”) and Charter School Title IX, *Harassment, Discrimination, Intimidation, and Bullying Policy*.

Charter School shall also inform staff about the groups of students determined by Charter school 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 (“LGBTQIA+”) and those youth perceived as LGBTQIA+.

School staff shall take all reasonable steps to ensure safety and access for students and support students’ rights to assert their gender identity and expression. Students shall be informed they have the responsibility to report incidents of discrimination, harassment, bullying or intimidation to the designated site administrator or Title IX Coordinator in cases where they may be a target or witness. School staff and families shall work together to resolve complaints alleging discrimination, harassment, bullying or intimidation based on a student’s actual or perceived gender identity or expression, in accordance with the school’s *Title IX, Harassment, Discrimination, Intimidation, and Bullying Policy*.

Charter School personnel shall immediately intervene, when it is safe to do so, whenever they witness acts of discrimination, harassment, bullying or intimidation on the basis of a student’s gender identity or expression. Charter School may provide interim safety and emotional support measures as needed. Interim safety measures may include increased monitoring of the parties to a harassment, discrimination, intimidation, or bullying complaint, providing options for the parties to avoid or minimize contact in academic and extracurricular settings, provision of safety plans, training and educational materials to address gender-inclusiveness, and provision of support resources (e.g., academic support, counseling, health and mental health services).

# Appendix R: Student Support Plan

-CONFIDENTIAL-

The purpose of this document is to create shared understandings amongst school staff, parents/guardians, caregivers, and the student about the ways in which the student’s gender identity and expression will be affirmed and supported at school. *Please note: a Gender Communication Plan can be developed to assist teams in planning for a student’s formal gender transition at school.*

<b>Preferred Name:</b>	<b>Legal Name:</b>
<b>Pronouns:</b>	<b>Student ID #:</b>
<b>DOB:</b>	<b>Grade:</b>
<b>Student’s Gender Identity</b>	<b>Assigned Sex at Birth</b>
<b>Siblings at the charter school:</b>	<b>Date of Meeting:</b>
<b>Parent(s), Guardian(s), Caregiver(s) /relation to student:</b> _____/_____ _____/_____	
<b>Support Team Members:</b>   	

<b>Parent/Guardian Involvement</b>
------------------------------------

- Are the student’s parents/guardians aware of the student’s self-identified status?
  - Yes
  - No
- What is the level of parent/guardian support/perceived support?
 

1	2	3	4	5	6	7	8	9	10
(none)	(moderate)						(high)		

\*\*\* If support is low, what considerations must be made in implementing this plan?

---



---



---



---

**Confidentiality & Privacy**

How public or private will information about this student's gender identity be? (check all that apply)

\_\_\_\_\_ Site level leadership/administration will know (Principal, associate principal, assistant principal, counselor, etc.)

\_\_\_\_\_ Teachers and/or other staff will know  
Specify the adult staff members: \_\_\_\_\_

\_\_\_\_\_ Student will not be openly "out" but some students are aware of the student's gender  
Specify the students: \_\_\_\_\_

\_\_\_\_\_ Student is open with others (adults and peers) about gender

\_\_\_\_\_ Other: Describe: \_\_\_\_\_

How will "in the know" teachers/staff respond to any questions about the student's gender?

Peers? \_\_\_\_\_

\_\_\_\_\_

Staff Members? \_\_\_\_\_

\_\_\_\_\_

Parents/Community Members? \_\_\_\_\_

\_\_\_\_\_

**Communication Plan\*\*\***

- Ideas include Community Circle, empowering student to communicate their gender to teachers, staff members, friends, peers, etc.
- We need a plan to tell staff members: email, Power School, etc.

**Student Safety**

1) Who will be the student's "go to" adult on campus? \_\_\_\_\_  
Who is the "backup" if this person is unavailable? \_\_\_\_\_

2) What process will be utilized for periodically checking in with the student and/or parents/guardians?  
\_\_\_\_\_  
\_\_\_\_\_

3) What are the expectations in the event the student is feeling unsafe/how will the student signal their need for assistance? \_\_\_\_\_  
\_\_\_\_\_

- 
- 4) If necessary, who should the student's parents/guardians contact with concerns about their student's treatment at school? \_\_\_\_\_
- 

**Name, Pronouns, Records**

- 1) What name and pronouns should be used when referring to the student? \_\_\_\_\_
- 
- 2) How will the team address any instances where the incorrect name or pronouns are used by staff or students? \_\_\_\_\_
- 

- 3) What considerations will be made to maintain the student's privacy in the following situations?

- a) During Registration \_\_\_\_\_
- b) Powerschool \_\_\_\_\_
- c) Class Rosters/taking attendance \_\_\_\_\_
- d) With substitute teachers \_\_\_\_\_
- e) Standardized tests \_\_\_\_\_
- f) School photos \_\_\_\_\_
- g) Yearbook/ID badge \_\_\_\_\_
- h) IEP/ Other services \_\_\_\_\_
- i) Student Cumulative file \_\_\_\_\_
- j) Lunch line \_\_\_\_\_
- k) Summons to the office \_\_\_\_\_
- l) Awards/Certificates \_\_\_\_\_
- m) Assignment of IT accounts \_\_\_\_\_
- n) Official school-home communication
  - i) Letters home \_\_\_\_\_
  - ii) Calls/emails from teacher \_\_\_\_\_
  - iii) Discipline \_\_\_\_\_

If the student's parents/guardians are not aware and/or supportive of the student's self-identified status, how will school-home communications be handled? \_\_\_\_\_

---

---



What are some other ways the school needs to anticipate information about this student's preferred name and gender marker potentially being compromised? How will these be handled?

---

---

---

**Use of Facilities**

- 1) Student will use the following bathroom(s) on campus \_\_\_\_\_
- 2) Student will change clothes in the following place(s) \_\_\_\_\_
- 3) If student has questions/concerns about facilities, who will be the contact person?

---

- 4) What are the expectations regarding the use of facilities for any class trips?

---

---

- 5) What are the expectations regarding rooming for any overnight trips? \_\_\_\_\_

---

---

- 6) Are there any questions or concerns about the student's access to facilities? \_\_\_\_\_

---

---

**Other Considerations**

- 1) Are there any specific social dynamics with other students, families, or staff members that need to be discussed or accounted for? \_\_\_\_\_

---

---

- 2) Does the student have any siblings at school? Any factors need to be considered regarding a sibling's needs? \_\_\_\_\_

---

---

- 3) Will considerations need to be made for human growth & development lessons?

- Yes
- No

If yes, please specify: \_\_\_\_\_

- 4) Will LGBTQ+ sensitivity training for staff be needed in order to build awareness/capacity?

---

5) Other issues/concerns to be addressed: \_\_\_\_\_  
 \_\_\_\_\_

**Support Plan Review and Revision**

1) Who will lead the team in monitoring the utilization and effectiveness of this plan?  
 \_\_\_\_\_

2) What steps will be taken in the event the Gender Support Plan needs to be revised?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3) Are any future action steps or follow up tasks necessary?

Action Steps	Who is Responsible	Time Frame

4) Does a follow up meeting need to be scheduled?

- Yes
- No

If yes, when will it be held and who is responsible for coordinating the meeting? \_\_\_\_\_  
 \_\_\_\_\_

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

# Coversheet

## 2024-2025 Bell Schedule and Instructional Minutes

<b>Section:</b>	V. Consent Action Items
<b>Item:</b>	E. 2024-2025 Bell Schedule and Instructional Minutes
<b>Purpose:</b>	Vote
<b>Submitted by:</b>	Elizabeth Martinez
<b>Related Material:</b>	MWA Bell Schedule_2024-2025_Board Review_04262024.pdf MWA Instructional Minutes_2024-2025_Board Review_04262024.pdf

### BACKGROUND:

MWA completed its annual review and modification of the bell schedule following the approval of the 2024-25 Academic Calendar. **The Central Office worked closely with school leaders (Principal/Assistant Principals) to incorporate changes they requested while remaining compliant to state guidelines for instructional days and minutes. Key changes include:**

- Homeroom/Advisory is scheduled to happen every day in all grades
  - School leaders have developed a scope and sequence for this period for the year.
- The early release day was moved from Fridays to Wednesdays, all grades will release at 2:00 PM on Wednesdays
  - Moving early release to Wednesdays was, in part, in response to feedback from faculty. Professional Development (PD) has historically happened on early release days but we find that the end of the week is a difficult time to fully engage in PD.
  - During 4-day weeks, there will be no early release. The shift to early release on Wednesdays created a deficit of instructional minutes. To account for that deficit, we eliminated early release on short weeks. This change will get us in compliance but also maximize instructional time during shorter weeks.
- Addition of Extended Learning Block in all grades, 4 times per week (programming for this period is in progress)

### RECOMMENDATION:

We recommend the board reviews and approves the 2024-25 bell schedule and instructional minute counts.

## Grades 5-6 Bell Schedule

### Regular Bell Schedule

Monday/Thursday				Tuesday/Friday			
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
8:30	9:00	30	Homeroom	8:30	9:00	30	Homeroom
9:05	10:05	60	Period 1	9:05	10:05	60	Period 5
10:10	11:10	60	Period 2	10:10	11:10	60	Period 6
11:10	11:45	35	Lunch	11:10	11:45	35	Lunch
11:50	12:50	60	Period 3	11:50	12:50	60	Period 7
12:55	1:40	45	ELB	12:55	1:40	45	ELB
1:40	1:55	15	Break	1:40	1:55	15	Break
2:00	3:00	60	Period 4	2:00	3:00	60	Period 8
*ELB = Extended Learning Block							
Wednesday (A Week)				Wednesday (B Week)			
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
8:30	9:00	30	Homeroom	8:30	9:00	30	Homeroom
9:05	10:05	60	Period 1	9:05	10:05	60	Period 5
10:05	10:15	10	Break	10:05	10:15	10	Break
10:20	11:20	60	Period 2	10:20	11:20	60	Period 6
11:20	11:50	30	Lunch	11:20	11:50	30	Lunch
11:55	12:55	60	Period 3	11:55	12:55	60	Period 7
1:00	2:00	60	Period 4	1:00	2:00	60	Period 8
*ELB = Extended Learning Block							

### Community Building Schedule

Week A				Week B			
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
8:30	9:25	55	Assembly	8:30	9:25	55	Assembly
9:30	10:00	30	Homeroom	9:30	10:00	30	Homeroom
10:00	10:10	10	Break	10:00	10:10	10	Break
10:15	11:00	45	Period 1	10:15	11:00	45	Period 5
11:00	11:30	30	Lunch	11:00	11:30	30	Lunch
11:35	12:20	45	Period 2	11:35	12:20	45	Period 6
12:25	1:10	45	Period 3	12:25	1:10	45	Period 7
1:15	2:00	45	Period 4	1:15	2:00	45	Period 8

## Grades 7-8 Bell Schedule

### Regular Bell Schedule

Monday/Thursday				Tuesday/Friday			
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
8:30	9:00	30	Homeroom	8:30	9:00	30	Homeroom
9:05	10:05	60	Period 1	9:05	10:05	60	Period 5
10:05	10:20	15	Break	10:05	10:20	15	Break
10:25	11:25	60	Period 2	10:25	11:25	60	Period 6
11:30	12:15	45	ELB	11:30	12:15	45	ELB
12:15	12:50	35	Lunch	12:15	12:50	35	Lunch
12:55	1:55	60	Period 3	12:55	1:55	60	Period 7
2:00	3:00	60	Period 4	2:00	3:00	60	Period 8
*ELB = Extended Learning Block							
Wednesday (A Week)				Wednesday (B Week)			
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
8:30	9:00	30	Homeroom	8:30	9:00	30	Homeroom
9:05	10:05	60	Period 1	9:05	10:05	60	Period 5
10:10	11:10	60	Period 2	10:10	11:10	60	Period 6
11:10	11:20	10	Break	11:10	11:20	10	Break
11:25	12:25	60	Period 3	11:25	12:25	60	Period 7
12:25	12:55	30	Lunch	12:25	12:55	30	Lunch
1:00	2:00	60	Period 4	1:00	2:00	60	Period 8

### Community Building Schedule

Week A				Week B			
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
8:30	9:25	55	Assembly	8:30	9:25	55	Assembly
9:30	10:00	30	Homeroom	9:30	10:00	30	Homeroom
10:05	10:50	45	Period 1	10:05	10:50	45	Period 5
10:50	11:00	10	Break	10:50	11:00	10	Break
11:05	11:50	45	Period 2	11:05	11:50	45	Period 6
11:55	12:40	45	Period 3	11:55	12:40	45	Period 7
12:40	1:10	30	Lunch	12:40	1:10	30	Lunch
1:15	2:00	45	Period 4	1:15	2:00	45	Period 8

Grades 9-12 Bell Schedule							
Regular Bell Schedule							
Monday/Thursday				Tuesday/Friday			
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
8:30	10:00	90	Period 1	8:30	10:00	90	Period 4
10:05	10:40	35	Advisory	10:05	10:40	35	Advisory
10:40	10:50	10	Break	10:40	10:50	10	Break
10:55	12:25	90	Period 2	10:55	12:25	90	Period 5
12:25	1:00	35	Lunch	12:25	1:00	35	Lunch
1:05	1:55	50	ELB	1:05	1:55	50	ELB
2:00	3:30	90	Period 3	2:00	3:30	90	Period 6
*ELB = Extended Learning Block							
Wednesday				US 9/12 Wednesday Community Building (by request)			
Time Start	Time End	Minutes	Period	Time Start	Time End	Minutes	Period
8:30	9:10	40	Period 1	8:30	9:05	35	Period 1
9:15	9:45	30	Advisory	9:10	9:45	35	Period 2
9:50	10:30	40	Period 2	9:45	10:20	35	Period 3
10:35	11:15	40	Period 3	10:20	10:50	30	Lunch
11:15	11:45	30	Lunch	10:55	11:30	35	Period 4
11:50	12:30	40	Period 4	11:35	12:10	35	Period 5
12:35	1:15	40	Period 5	12:15	1:00	35	Period 6
1:20	2:00	40	Period 6	1:05	2:00	55	Community Building



Instructional Minute Calculations						
Grades 5-8						
Type of Day	M, Tu, Th, Fr	Early Wed 5-day weeks	Full-Day Wed 4-day weeks	Early Dismissal 1:00 PM	Total Days	
# of Days	139	25	12	6	182	Instructional Days
Daily Minutes	340	290	340	235	60,000	Instructional Minutes
Total Minutes	47,260	7,250	4,080	1,410	54,000	Required
					6,000	Over (Under)
<b>Times (Military):</b>						
Start	8:30	8:30	8:30	8:30		
End	15:00	14:00	15:00	13:00		
Lunch	35	30	35	30		
Recess	0	0		0		
<b>Other Breaks:</b>						
Break 1	15	10	15	5		
Break 2	0	0		0		
Passing Period 0	0	0		0		

Grades 9-12						
Type of Day	M, Tu, Th, Fr	Early Wed 5-day weeks	Full-Day Wed 4-day weeks	Early Dismissal 1:00 PM	Total Days	
# of Days	139	25	12	6	182	Instructional Days
Daily Minutes	375	300	375	235	65,535	Instructional Minutes
Total Minutes	52,125	7,500	4,500	1,410	64,800	Required
					735	Over (Under)
<b>Times (Military):</b>						
Start	8:30	8:30	8:30	8:30		
End	15:30	14:05	15:30	13:00		
Lunch	35	30	35	30		
Recess	0	0	0	0		
<b>Other Breaks:</b>						
Break 1	10	5	10	5		
Break 2	0	0	0			
Passing Period 0	0	0	0			

	Mon, Tu, Th, Fri	Early Wed 5-day Weeks	FULL DAY Wed 4 day weeks	Early 1pm Dismissal	Total per month
August	13	2	1		16
September	16	3	1		20
October	16	2	3		21
November	11	2	1		14
December	9	2	0	3	14
January	14	2	2		18
February	12	3	0		15
March	15	3	1		19
April	13	3	1		17
May	16	2	2		20
June	4	1	0	3	8
<b>Total Days</b>	<b>139</b>	<b>25</b>	<b>12</b>	<b>6</b>	<b>182</b>

[Instructional Minutes FAQ - CDE](#)

[In compliance w/ SB 291: recess must be 30 min total daily and \\*\\*15 total on early release days](#)

# Coversheet

## Approve Minutes: March 18, 2024 Board Meeting

**Section:** V. Consent Action Items  
**Item:** F. Approve Minutes: March 18, 2024 Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for March Board Meeting on March 18, 2024

APPROVED



## Making Waves Academy

### Minutes

#### March Board Meeting

---

##### **Date and Time**

Monday March 18, 2024 at 4:00 PM

##### **Location**

In-person at:

Making Waves Academy

4123 Lakeside Dr.

Richmond, CA 94806

And streaming on zoom:

[https://mwacademy.zoom.us/j/87855022048?](https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09)

[pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09](https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09)

Passcode: 073032

Or One tap mobile :

+16694449171,,87855022048#,,,,\*073032# US

+16699006833,,87855022048#,,,,\*073032# US (San Jose)

Or Telephone:

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

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 719 359 4580 US

+1 689 278 1000 US

+1 929 436 2866 US (New York)

---

- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US

Webinar ID: 878 5502 2048

Passcode: 073032

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

---

## COMING SOON

- HAGA CLIC AQUÍ para acceder a la agenda y portadas en español/CLICK HERE to access agenda and cover sheets in Spanish: <https://bit.ly/3x1HoZS>
- HAGA CLIC AQUI para acceder el reporte escolar/CLICK HERE to access the school board report in Spanish: <https://bit.ly/4cfFLYu>

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:*

**Edeson Beredo at [eberedo@mwacademy.org](mailto:eberedo@mwacademy.org) or 510-410-0518.**

## 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 meeting, or raise their hand/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 [eberedo@mwacademy.org](mailto:eberedo@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.*
  - ***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 [eberedo@mwacademy.org](mailto:eberedo@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:*

Edeson Beredo at eberedo@mwacademy.org or 510-410-0518.

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

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

---

### **Directors Present**

Alicia Klein, Amy Obinyan, Esther Hugo, Janis Glover, Margaret Watson

### **Directors Absent**

Jessica Laughlin, Layla Naranjo

### **Guests Present**

Alton B. Nelson Jr., Edeson Beredo, Elizabeth Martinez, Hung Mai, Tameka Jackson

---

## **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 Monday Mar 18, 2024 at 4:05 PM.

### **B. Record Attendance**

### **C. Remarks by Board President**

Board president noted that the focus of today's meeting were student outcomes and instructional practice, particularly in math. This year's book for the board to read, A Revolution in Education, was sent by the foundation.

### **D. Public Comment**

Two students made comments about how the administration handled the student walkout and expressed demands and concerns related to discipline, racial equality, student safety, mental health support and teacher/staff departures.

Two MWA teachers read a letter on behalf of themselves and several other teachers with comments related to the turnover rate of faculty and staff, policies on suspension, and management and support by school leaders.

## **II. Standing Reports**

### **A. Mission Connection: Math Experience**

The board watched a video featuring students speaking about what they are learning in math class and what helps them develop their math skills.

### **B. ASB Update**

ASB Members provided an update on their successes, challenges and priorities. Board members asked questions about clubs, ASB activities, and how ASB members can help communicate student experiences and concerns.

### **C. Deep Dive: Approach to Core Instruction**

MWA Principal Dr. Tameka Jackson provided an overview of the school's approach to improving instruction across all content areas with an emphasis on math. Board members had questions and comments about: the length of math instruction, feedback on the new math curriculum, pathways for high performing students, math teacher vacancies, revamping PD plan, and the need for a math instructional coach.

Board President Alicia Malet Klein asked to swap the order of the Written School Report and the Written CEO Report.

### **D. Q&A on Written Chief Executive Officer Report (CEO)**

Board members had questions and comments about the CEO's report related to: the focus and foundational best practices in instructional innovations, updates on WASC and LCAP goals, and the reallocation of resources to best support students and staff.

### **E. Q&A on Written School Report**

Board members asked questions about the School Report including: putting the teacher residency program on hold, FAFSA completion rate, timing and completion issues in the IAB-ELA testing administration, and the shift to MTSS.

### **F. Q&A on Chief Operating Officer Report (COO)**

Board members had questions and comments on the COO report, including on lottery, prospective students on waitlist, budget priorities, and differentiated assistance for students with disabilities.

### **G. Q&A on Written Finance Report**

Board members had no questions or comments on the Finance Report. Board President Alicia Malet Klein noted that the Finance Advisory Committee recommends that the board approve the interims.

#### H. Break

The board did not take a break.

### III. Non-Action Items

#### A. Board Work and Advisory Committee Updates

Board Member Janice Glover provided an update on the Audit Audvisory Committee; Board Member Margaret Watson provided an update on the Diversity, Equity and Inclusion and Culture and Climate Committees, including results of the recent staff satisfaction survey and scheduling open sessions with board members in May. Presentation by members from the DEI and Culture and Climate Committees will be added to the May agenda.

#### B. CTC Declaration of Need

Board president noted the CTC Declaration of Need allows MWA to apply for emergency documents/permits for non-certificated teachers and asked for follow up on support to full CLAD certification.

#### C. Annual Form 700s

Board members and senior leaders need to complete and submit the Annual Form 700s.

### IV. Action Items

#### A. Board Director Term Renewals

Margaret Watson made a motion to approve the 3-year term renewal of Janice Glover and Jessica Laughlin.

Esther Hugo seconded the motion.

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

##### Roll Call

Esther Hugo	Aye
Layla Naranjo	Absent
Alicia Klein	Aye
Margaret Watson	Aye
Amy Obinyan	Aye
Janis Glover	Abstain
Jessica Laughlin	Absent

Esther Hugo made a motion to approve the 3-year term renewal of Margaret Watson.

Amy Obinyan seconded the motion.



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

**Roll Call**

Janis Glover Aye  
Alicia Klein Aye  
Layla Naranjo Absent  
Esther Hugo Aye  
Margaret Watson Abstain  
Amy Obinyan Aye  
Jessica Laughlin Absent

**B. Auditor Engagement Letter 2023-24**

Janis Glover made a motion to approve.

Margaret Watson seconded the motion.

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

**Roll Call**

Alicia Klein Aye  
Jessica Laughlin Absent  
Layla Naranjo Absent  
Amy Obinyan Aye  
Esther Hugo Aye  
Janis Glover Aye  
Margaret Watson Aye

**C. Making Waves Education Foundation 2024-25 School Lease Agreement**

Esther Hugo made a motion to approve.

Janis Glover seconded the motion.

Alicia Malet Klein serves on both the Making Waves Academy and Making Waves Education Foundation, Inc.'s Board of Directors. Ms. Klein recused herself from voting on the school lease.

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

**Roll Call**

Margaret Watson Aye  
Amy Obinyan Aye  
Alicia Klein Abstain  
Esther Hugo Aye  
Janis Glover Aye  
Jessica Laughlin Absent  
Layla Naranjo Absent

**V. Consent Action Items**

**A. MWA FY'24 2nd Interim Budget**

Esther Hugo made a motion to approve.

Janis Glover seconded the motion.

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

**Roll Call**

Esther Hugo	Aye
Alicia Klein	Aye
Margaret Watson	Aye
Jessica Laughlin	Absent
Janis Glover	Aye
Amy Obinyan	Aye
Layla Naranjo	Absent

**B. Form 990 and 199 Tax Returns for 2022-23**

Esther Hugo made a motion to approve.

Janis Glover seconded the motion.

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

**Roll Call**

Margaret Watson	Aye
Alicia Klein	Aye
Jessica Laughlin	Absent
Amy Obinyan	Aye
Esther Hugo	Aye
Layla Naranjo	Absent
Janis Glover	Aye

**C. Vendor invoices for January 2024**

Esther Hugo made a motion to approve.

Janis Glover seconded the motion.

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

**Roll Call**

Alicia Klein	Aye
Jessica Laughlin	Absent
Margaret Watson	Aye
Janis Glover	Aye
Layla Naranjo	Absent
Amy Obinyan	Aye
Esther Hugo	Aye

**D. Approve Minutes: January 29, 2024 Board Meeting**

Esther Hugo made a motion to approve the minutes from January Board Meeting on 01-29-24.

Janis Glover seconded the motion.

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

**Roll Call**

Jessica Laughlin Absent  
Amy Obinyan Aye  
Janis Glover Aye  
Esther Hugo Aye  
Margaret Watson Aye  
Alicia Klein Aye  
Layla Naranjo Absent

**E. Approve Minutes: March 5th, 2024 Audit Advisory Meeting**

Esther Hugo made a motion to approve the minutes from Audit Advisory Meeting on 03-05-24.

Janis Glover seconded the motion.

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

**Roll Call**

Layla Naranjo Absent  
Esther Hugo Aye  
Margaret Watson Aye  
Amy Obinyan Aye  
Jessica Laughlin Absent  
Alicia Klein Aye  
Janis Glover Aye

**F. Approve Minutes: March 6th, 2024 Finance Advisory Meeting**

Esther Hugo made a motion to approve the minutes from Finance Advisory Meeting on 03-06-24.

Janis Glover seconded the motion.

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

**Roll Call**

Layla Naranjo Absent  
Janis Glover Aye  
Alicia Klein Aye  
Jessica Laughlin Absent  
Amy Obinyan Aye  
Esther Hugo Aye  
Margaret Watson Aye

**VI. Closed Session**

**A. Existing Litigation / Pursuant to Section 54956.9**

The board adjourned to the closed session; no action was taken

**VII. Discussion Items**

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

Board members and school leaders expressed appreciations.

Board president noted that an invitation was sent to board members for the graduation and dinner.

**B. Schedule of Remaining Board of Directors Meetings for 2023-2024**

Monday, 5/6/24 at 4pm

Monday, 6/10/24 at 11am

**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 6:12 PM.

Respectfully Submitted,  
Edeson Beredo

# Coversheet

## Approve Minutes: March 25, 2024 CIRAC Meeting

**Section:** V. Consent Action Items  
**Item:** G. Approve Minutes: March 25, 2024 CIRAC Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Spring CIRAC meeting on March 25, 2024

APPROVED



# Making Waves Academy

## Minutes

### Spring CIRAC meeting

#### Date and Time

Monday March 25, 2024 at 10:00 AM

#### Location

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/86784788466?pwd=bjE1WHJoVGFZME9pUE9ORWJTQ2t6dz09>

Meeting ID: 867 8478 8466

Passcode: 785550

---

#### One tap mobile

+16694449171,,86784788466#,,, \*785550# US

+16699006833,,86784788466#,,, \*785550# US (San Jose)

---

#### Dial by your location

- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 689 278 1000 US

- +1 929 436 2866 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 646 931 3860 US

Meeting ID: 867 8478 8466

Passcode: 785550

Find your local number: <https://mwacademy.zoom.us/j/86784788466>

---

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:*

**Edeson Beredo at [eberedo@mwacademy.org](mailto:eberedo@mwacademy.org) or 510-410-0518.**

### Public Comment

- The public may address the MWA Board regarding any item within the subject-matter jurisdiction of the MWA governing board.
- Under Public Comment for Special Committee Meetings, members of the public may
  - The public may address the Board regarding **any item that has been described in the notice for this meeting.**
  - **Presentations are limited to two minutes each**, or a total of ten minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- **While meetings are held virtually, speakers may submit a request to speak before 9:00 AM on the day of the board meeting or use the raise hand function during the public comment sections of the meeting.**
  - **If you would like to send your request to speak prior to the meeting, please email your request to [eberedo@mwacademy.org](mailto:eberedo@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:*
  - *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 eberedo@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:*

Edeson Beredo at eberedo@mwacademy.org or 510-410-0518..

**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., Arika Spencer-Brown, Edeson Beredo, Elizabeth Martinez, Eric Becker, Estephanie Fuentes, Marjorie McCowan, Tameka Jackson, Zachary Rubin

---

## **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 Mar 25, 2024 at 10:10 AM.

### **B. Record Attendance and Guests**

### **C. Public Comment**

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

### **D. Introductions and Ice-Breaker**

### **E. Orientation to the Agenda**

Board members asked questions about the pre-read, including proposed US course offerings and master schedule, especially related to math (pre calc and AP computer science), components of instructional observation and curriculum pilots.

## **II. Curriculum**

### **A. Assessment Updates and Any Critical Data**

Dr. Jackson reviewed some key data that inform instructional approaches, training, and shifts, including observation cycle data, professional development data, instructional pacing data. The committee members asked questions about the presentation, particularly about increasing teachers' participation/engagement in and satisfaction with PDs.

**B. Curriculum and Instruction**

Dr. Jackson and members of her team shared their approaches and high level goals for instruction for next school year, including overall instructional approaches, math instruction in particular and strategies to support critical learners (SPED, Tier 2 and 3, and ELD). Proposed changes to the bell schedule to the support the above were reviewed.

**C. Break**

The board adjourned for a short break.

**D. Homeroom/Advisory Approach**

Dr. Jackson shared an overview of the approach for Homeroom (middle school) and Advisory (upper school). The committee members asked questions about CCC content, executive function building, SEL instruction and mental health support during these periods, as well as any possible difference in approach between middle and upper school.

**E. Day of Slides**

**III. Lunch**

**A. Working Lunch**

The meeting adjourned for briefly for lunch.

**IV. College and Career Counseling**

**A. College and Career Counseling Updates**

Dr. Spencer-Brown provided college and career counseling updates including current graduation rate status, current college admission status, some field trip highlights, and forecasts for SY 2024-25. The committee members asked questions about the presentation, particularly about current admission and graduation rate data.

**V. Curriculum Adoptions**

**A. Recommendations for Approval**

No formal recommendations were made.

## **VI. Closing Items**

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

Ms. Klein reviewed a list of post-meeting list follow-up items.

Mr. 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 1:00 PM.

Respectfully Submitted,  
Edeson Beredo

# Coversheet

## Approve Minutes: April 19, 2024 Special Board Meeting

**Section:** V. Consent Action Items  
**Item:** H. Approve Minutes: April 19, 2024 Special Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Special Board Meeting on April 19, 2024

APPROVED



# Making Waves Academy

## Minutes

### Special Board Meeting

---

#### Date and Time

Friday April 19, 2024 at 9:00 AM

#### Location

In-person at:

Building Upper School 1, US1-108  
Making Waves Academy  
4123 Lakeside Dr., Richmond, CA 94806

And streaming on zoom:

[https://mwacademy.zoom.us/j/87855022048?  
pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09](https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09)

Passcode: 073032

Or One tap mobile :

- +16694449171,,87855022048#,,, \*073032# US
- +16699006833,,87855022048#,,, \*073032# US (San Jose)

Or Telephone:

- Dial(for higher quality, dial a number based on your current location):
  - +1 669 444 9171 US
  - +1 669 900 6833 US (San Jose)
  - +1 253 205 0468 US
  - +1 253 215 8782 US (Tacoma)
  - +1 346 248 7799 US (Houston)
-

+1 719 359 4580 US  
+1 689 278 1000 US  
+1 929 436 2866 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 305 224 1968 US  
+1 309 205 3325 US  
+1 312 626 6799 US (Chicago)  
+1 360 209 5623 US  
+1 386 347 5053 US  
+1 507 473 4847 US  
+1 564 217 2000 US  
+1 646 931 3860 US

Webinar ID: 878 5502 2048

Passcode: 073032

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

---

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:*

**Edeson Beredo at [eberedo@mwacademy.org](mailto:eberedo@mwacademy.org) or 510-410-0518.**

### **Public Comment**

- **For special board meetings, the public may address the Board only concerning the items on the agenda.**
- Under Public Comment, members of the public may
  - **May address the Board only concerning the items on the agenda**
  - **Presentations are limited to two minutes each**, or a total of ten minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- 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**

- **Para las reuniones especiales de la junta directiva, el público puede dirigirse a la mesa directiva solo en relación con los puntos de la agenda.**
  - **Bajo comentario público, los miembros del público pueden:**
    - **Dirigirse a la mesa directiva solo en relación con los puntos de la agenda.**
-

- **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.*
- *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:*

**Edeson Beredo at [eberedo@mwacademy.org](mailto:eberedo@mwacademy.org) or 510-410-0518.**

---

#### **Directors Present**

Alicia Klein (remote), Amy Obinyan (remote), Janis Glover (remote), Jessica Laughlin (remote), Layla Naranjo (remote), Margaret Watson (remote)

#### **Directors Absent**

Esther Hugo

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

Layla Naranjo

#### **Guests Present**

Alton B. Nelson Jr. (remote), Edeson Beredo (remote), Elizabeth Martinez (remote), Tameka Jackson (remote)

---

### **I. Opening Items**

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

Alicia Klein called a meeting of the board of directors of Making Waves Academy to order on Friday Apr 19, 2024 at 10:07 AM.

#### **B. Record Attendance and Guests**

#### **C.**

### **Public Comment**

No public comment was made.

## **II. Non-Action Items**

### **A. Charter Renewal Petition**

COO Elizabeth Martinez and CEO Alton Nelson previewed the timeline for MWA's Charter Petition in anticipation for the renewal process (Fall 2024). The board had an opportunity to ask questions and discuss possible changes, including to the lottery priority tiers and to the expulsion process.

Layla Naranjo arrived at 9:12 AM.

## **III. Closing Items**

### **A. Schedule of Board of Directors Meetings**

- 5/6/24 at 4:00 pm
- 6/10/24 at 11:00 am

### **B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 10:15 AM.

Respectfully Submitted,  
Edeson Beredo



# Coversheet

## Approve Minutes: April 22, 2024 Special Board Meeting

**Section:** V. Consent Action Items  
**Item:** I. Approve Minutes: April 22, 2024 Special Board Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Special Board Meeting on April 22, 2024

APPROVED



## Making Waves Academy

# Minutes

## Special Board Meeting

---

### Date and Time

Monday April 22, 2024 at 3:00 PM

### Location

In-person at:

Building Upper School 1, US1-108  
Making Waves Academy  
4123 Lakeside Dr., Richmond, CA 94806

And streaming on zoom:

[https://mwacademy.zoom.us/j/87855022048?  
pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09](https://mwacademy.zoom.us/j/87855022048?pwd=SVFZNGITbVVHb1NFYUd2WWNTaW8wQT09)

Passcode: 073032

Or One tap mobile :

+16694449171,,87855022048#,,, \*073032# US  
+16699006833,,87855022048#,,, \*073032# US (San Jose)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):  
+1 669 444 9171 US  
+1 669 900 6833 US (San Jose)  
+1 253 205 0468 US  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)

---

+1 719 359 4580 US  
+1 689 278 1000 US  
+1 929 436 2866 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 305 224 1968 US  
+1 309 205 3325 US  
+1 312 626 6799 US (Chicago)  
+1 360 209 5623 US  
+1 386 347 5053 US  
+1 507 473 4847 US  
+1 564 217 2000 US  
+1 646 931 3860 US

Webinar ID: 878 5502 2048

Passcode: 073032

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

---

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

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

Elizabeth Martinez, emartinez@mwacademy.org, 510-227-9856.

## Public Comment

- **For special board meetings, the public may address the Board only concerning the items on the agenda.**
- Under Public Comment, members of the public may
  - **May address the Board only concerning the items on the agenda**
  - **Presentations are limited to two minutes each**, or a total of ten minutes for all speakers, or the two-minute limit may be shortened.
- In accordance to the Brown Act, the MWA Board may listen to comments, but can neither discuss nor take action on the topics presented. Members of the board are very limited in their response to statements or questions by persons commenting on items not on the agenda.
- 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

- **Para las reuniones especiales de la junta directiva, el público puede dirigirse a la mesa directiva solo en relación con los puntos de la agenda.**
  - **Bajo comentario público, los miembros del público pueden:**
    - **Dirigirse a la mesa directiva solo en relación con los puntos de la agenda.**
-

- **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.*
- *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:*

Elizabeth Martinez, emartinez@mwacademy.org, 510-227-9856.

---

#### **Directors Present**

Alicia Klein, Amy Obinyan (remote), Janis Glover, Layla Naranjo (remote), Margaret Watson (remote)

#### **Directors Absent**

Esther Hugo, Jessica Laughlin

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

Margaret Watson

#### **Guests Present**

Alton B. Nelson Jr., Edeson Beredo, Elizabeth Martinez, Tameka Jackson

---

### **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 Monday Apr 22, 2024 at 3:04 PM.

#### **B. Record Attendance and Guests**

#### **C. Public Comment**

No public comment was made.  
Margaret Watson arrived at 3:09 PM.

#### **D. Closed Session**

Alicia Klein made a motion to approve the recommendation for expulsion regarding Confidential Student Discipline Matter Case No: 2024002.

Margaret Watson seconded the motion.

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

##### **Roll Call**

Jessica Laughlin Absent

Margaret Watson Aye

Amy Obinyan Aye

Esther Hugo Absent

Janis Glover Aye

Alicia Klein Aye

Layla Naranjo Aye

## **II. Closing Items**

### **A. Schedule of Board of Directors Meetings**

- 5/6/24 at 4:00 pm
- 6/10/24 at 11:00 am

### **B. Adjourn Meeting**

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 4:33 PM.

Respectfully Submitted,  
Edeson Beredo

# Coversheet

## Approve Minutes: April 24th, 2024 Finance Advisory Meeting

**Section:** V. Consent Action Items  
**Item:** J. Approve Minutes: April 24th, 2024 Finance Advisory Meeting  
**Purpose:** Approve Minutes  
**Submitted by:**  
**Related Material:** Minutes for Finance Advisory Meeting on April 24, 2024

APPROVED



## Making Waves Academy

### Minutes

#### Finance Advisory Meeting

---

#### Date and Time

Wednesday April 24, 2024 at 11:00 AM

#### Location

You are invited to a Zoom webinar.

Topic: Finance Advisory Committee Meeting

Please click the link below to join the webinar:

<https://mwacademy.zoom.us/j/82344244988?pwd=NXJQc0lvNDhZVjIeEaGVaOEZBaDg1QT09>

Passcode: 933369

Or One tap mobile :

US: [+16694449171](tel:+16694449171),,82344244988#,,,,\*933369# or [+16699006833](tel:+16699006833),,82344244988#,,,,\*933369#

Or Telephone:

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

US: [+1 669 444 9171](tel:+16694449171) or [+1 669 900 6833](tel:+16699006833) or [+1 253 215 8782](tel:+12532158782) or [+1 346 248 7799](tel:+13462487799) or [+1 646 931 3860](tel:+16469313860) or [+1 929 436 2866](tel:+19294362866) or [+1 301 715 8592](tel:+13017158592) or [+1 312 626 6799](tel:+13126266799) or [+1 386 347 5053](tel:+13863475053) or [+1 564 217 2000](tel:+15642172000)

Webinar ID: 823 4424 4988

Passcode: 933369

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

---

#### Committee Members Present

Alicia Klein (remote), Lori Crawford (remote), Sid Landman (remote), Steve Blass (remote)

#### Committee Members Absent

Ken Blum

---

## Guests Present

Alton B. Nelson Jr. (remote), Elizabeth Martinez (remote), Hung Mai (remote), Wallace Wei (remote)

---

## I. Opening Items

### A. Record Attendance

### B. Call the Meeting to Order

Alicia Klein called a meeting of the Finance Committee of Making Waves Academy to order on Wednesday Apr 24, 2024 at 11:00 AM.

## II. Finance

### A. FY25 Original Budget (1st Draft)

- The CFO highlighted the significant changes from the FY'24 Original Budget to FY'25 Original Budget, including a reduction in expenses of more than \$1.8M due to the budget right-sizing effort.
- The CFO also highlighted the changes from the FY'24 2nd Interim Budget to the FY'25 Original Budget.
- Government revenues are projected to increase by about \$800K with a COLA of 0.76%, and the attendance rate is projected to increase from 92% to 94%, while the total expenditures are projected to increase by about \$605K compared to the FY'24 2nd Interim Budget.
- The committee conditionally recommended the FY'25 Original Budget to the MWA Board for approval barring no significant changes in government revenues from the Governor's May Revision Budget.

### B. MWA Cash Balance Discussion

- The committee discussed MWA's cash balance and the ways to manage it.
- The CFO will send a memo to the committee regarding the new cash management approach with the aim to reduce the cash balance.

### C. Supplemental College Access and Targeted Support Budget Paid by MWEF on behalf of MWA

- The committee approved the Supplemental College Access and Targeted Support Budget Paid by MWEF on behalf of MWA.

## III. Closing Items

### A.



**Adjourn Meeting**

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

Respectfully Submitted,  
Alicia Klein